

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**  
*Gutierrez et al. v. Senior Lifestyle Corporation, et al.*  
Case No. 2017-CH-11314

**IF YOU SCANNED YOUR FINGER WHILE WORKING AT A SENIOR LIFESTYLE-BRANDED FACILITY IN ILLINOIS BETWEEN AUGUST 17, 2012 AND FEBRUARY 21, 2018, A CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS.**

- A Settlement has been reached in a class action lawsuit between Senior Lifestyle Corporation and SHL North Shore Management, LLC, (“Defendants” or “Senior Lifestyle”) and some current and former workers at certain Senior Lifestyle-branded facilities located in Illinois. The suit claims that Senior Lifestyle violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by collecting these workers’ biometric data through finger-scanning timeclocks in Illinois without first obtaining their informed written consent. Senior Lifestyle denies any wrongdoing or that it violated any laws. The Settlement does not establish who is right or wrong.
- You are included in the Settlement if you scanned your finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exclusions to participating apply; see FAQ 5 for more details. If you received a notice of this Settlement in the mail or by e-mail, our records indicate that you are included in the Settlement.
- If you’re included and the settlement is approved, a check for approximately \$760 will automatically be sent to you. This is an equal share of the \$3,310,800 Settlement Fund after the payment of settlement expenses, attorneys’ fees, and any incentive awards. If you do nothing, a check will be mailed to you at your last known address. You can request to update your address on the Settlement Website [here](#). If you would prefer to receive your payment through PayPal, Venmo, or Zelle, click [here](#). Senior Lifestyle has also agreed to comply with BIPA in the future and to destroy the biometric data of all former workers at Senior Lifestyle-branded facilities in Illinois.
- Please read this notice carefully. Your legal rights are affected whether you act, or don’t act.

<b>CLASS MEMBERS' LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING</b>	You will receive a payment under the Settlement and give up your rights to sue Defendants about the issues in this case.
<b>EXCLUDE YOURSELF</b>	You will receive no payment, but you will retain any rights you currently have to sue Defendants about the issues in this case.
<b>OBJECT</b>	Write to the Court explaining why you don't like the Settlement.
<b>ATTEND A HEARING</b>	Ask to speak in Court about the fairness of the Settlement.

These rights and options—and **the deadlines to exercise them**—are explained in this notice.

The Court in charge of this case still has to decide whether to approve the Settlement. Payments will be provided only after any issues with the Settlement are resolved. Please be patient.

## **BASIC INFORMATION**

### **1. What is this notice and why should I read it?**

The Court authorized this notice to let you know about a proposed Settlement with Senior Lifestyle. You have legal rights and options that you may act on before the Court decides whether to approve the proposed Settlement. You may be eligible to receive a cash payment as part of the Settlement. This notice explains the lawsuit, the Settlement, and your legal rights.

Judge Eve M. Reilly of the Circuit Court of Cook County, Illinois is overseeing this class action. The case is called *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.* Case No. 17-CH-11314. The individuals who filed the lawsuit, Laura Gutierrez and Jessica Arreola, are the Plaintiffs. The companies they sued, Senior Lifestyle Corporation and SLH North Shore Management, LLC, are the Defendants.

### **2. What is a class action lawsuit?**

A class action is a lawsuit in which an individual or individuals called “Class Representatives” bring a single lawsuit on behalf of other people who have similar legal claims. All of these people together are a “class” or “class members.” Once a class is certified, a class action settlement finally approved by the Court resolves the issues for all Settlement Class Members, except for those who ask to be excluded.

## THE CLAIMS IN THE LAWSUIT AND THE SETTLEMENT

### 3. What is this lawsuit about?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, and/or using the biometric identifiers and/or biometric information of another individual for any purpose, without first providing notice and getting consent in writing. Biometrics are things like your fingerprint, faceprint, or a scan of your iris. This lawsuit alleges that Senior Lifestyle violated BIPA by collecting Illinois workers’ biometric data when they scanned their fingers on timeclocks at certain Senior Lifestyle facilities in Illinois without giving notice or getting consent (*see* FAQ 4 for more details). Senior Lifestyle denies these allegations and denies that it violated BIPA.

More information about Plaintiffs’ complaint in the lawsuit and the Defendants’ defenses can be found in the “Court Documents” section of the settlement website at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com).

## WHO’S INCLUDED IN THE SETTLEMENT?

### 4. Who is included in the Settlement Class?

The Court decided that this Settlement includes all individuals who scanned their finger at any of the following Senior Lifestyle facilities located in Illinois between August 17, 2012 and February 21, 2018: Sheridan Green Oaks, Sheridan Tyler Creek, North Shore, Lincolnwood, Autumn Green at Wright Campus, Grand Victorian at Sycamore, Autumn Green Midway Village, Fox Point, Lake Barrington Woods, Prairie Green at Dixie Crossing, Prairie Green at Fays Point, Breakers at Edgewater Beach, Senior Suites August Gresham, and/or Senior Suites Joliet. Some exceptions to participating apply; see FAQ 5 for more details.

### 5. Who is not included in the Settlement Class?

The class period in the Settlement Class definition (see FAQ 4) stops at February 21, 2018, because that’s the date Senior Lifestyle began providing workers with notices and consent forms related to the collection of biometric data. If you scanned your finger for the first time after February 21, 2018, you are not included in this settlement.

In addition, the following people are excluded from the settlement: (1) any Judge or Magistrate presiding over this action and members of their families, (2) Defendants, Defendants’ subsidiaries, parent companies, successors, predecessors, and any entity in which Defendants or their parents have a controlling interest, (3) persons who properly execute and submit a timely request for exclusion from the Settlement Class, and (4) the legal representatives, successors or assigns of any such excluded persons.

### 6. How do I know if I am in the Settlement Class?

If you worked at a Senior Lifestyle-branded facility listed in FAQ 4 and scanned your finger at any of those facilities between August 17, 2012 and February 21, 2018, and are not subject to any of the exclusions above, then you are a member of the Settlement Class and are entitled to a cash payment. If you received a notice of the Settlement in the mail or by email, our records indicate

that you are a class member and are included in the Settlement. You may call or email the Settlement Administrator at (833) 244-5191 or [info@SeniorLifestyleBIPASettlement.com](mailto:info@SeniorLifestyleBIPASettlement.com) to ask whether you are a member of the Settlement Class.

## THE SETTLEMENT BENEFITS

### 7. What does the Settlement provide?

**Cash Payments to Class Members:** If the Court approves the Settlement, Senior Lifestyle has agreed to create a Settlement Fund of \$3,310,800. Class Counsel expect that each class member will receive a settlement payment of approximately \$760 after all fees and costs are deducted.

**Agreement on Future Conduct:** As part of the Settlement, Senior Lifestyle has agreed to maintain a consent and disclosure program related to biometric data, by obtaining written releases from all of its Illinois workers who use biometrics, making BIPA-required disclosures, destroying biometric data that it no longer needs, and maintaining a publicly-available retention and deletion policy. Senior Lifestyle has also agreed to destroy the fingerprint data collected from all former workers in Illinois.

## HOW TO GET SETTLEMENT BENEFITS

### 8. How do I get a payment?

If you are a Class Member, you will receive a check in the mail automatically at your last known address. You can also select to receive your payment electronically, via PayPal, Venmo, or Zelle (instead of a check), on the Settlement Website [here](#). You can request to update your address on the Settlement Website [here](#). You will need your unique “Claim ID” to login to update your address or select an electronic payment method, which is located on the notice you may have received in the mail or by e-mail. If you cannot locate your Claim ID, email the Settlement Administrator at [info@SeniorLifestyleBIPASettlement.com](mailto:info@SeniorLifestyleBIPASettlement.com).

### 9. When will I get my payment?

The hearing to consider the fairness of the Settlement is scheduled for February 1, 2024 at 9:30 a.m. If the Court approves the Settlement, and there are no objections or appeals, eligible Class Members will automatically be sent their payment within 60 days via check or the electronic payment method they chose (*see* FAQ 8 ). Please be patient. All checks and electronic payments that are unable to be completed will expire and become void after 180 days. Uncashed checks and electronic payments unable to be processed will be re-distributed to the Settlement Class Members who cashed their checks or successfully received their electronic payments, if feasible and in the interests of the Settlement Class. If redistribution is not feasible, or if residual funds remain after redistribution, such funds will be donated to Legal Aid Chicago, pending Court approval.

## THE LAWYERS REPRESENTING YOU

### 10. Do I have a lawyer in the case?

Yes, the Court has appointed lawyers J. Eli Wade-Scott, Schuyler Ufkes, and Zoë Seaman-Grant of Edelson PC and David Fish of Fish Potter Bolaños, P.C. as the attorneys to represent you and other Class Members. These attorneys are called “Class Counsel.” In addition, the Court appointed Plaintiffs Laura Gutierrez and Jessica Arreola to serve as the Class Representatives. They are both Class Members like you. Class Counsel can be reached by calling 1-866-354-3015.

### 11. Should I get my own lawyer?

You don’t need to hire your own lawyer because Class Counsel is working on your behalf. You may hire your own lawyer, but if you do so, you will have to pay that lawyer.

### 12. How will the lawyers be paid?

Class Counsel will ask the Court for reimbursement of their expenses and attorneys’ fees of up to 35% of the Settlement Fund, and will also request incentive awards of \$5,000 for each of the Class Representatives. The Court will determine the proper amount of any attorneys’ fees and expenses to award Class Counsel and the proper amount of any incentive awards to the Class Representatives. The Court may award less than the amounts requested.

## YOUR RIGHTS AND OPTIONS

### 13. What happens if I do nothing at all?

If you do nothing, you will be a Settlement Class Member, and if the Court approves the Settlement, you will automatically be sent a payment, and you will also be bound by all orders and judgments of the Court. Unless you exclude yourself from the Settlement, you also won’t be able to start a lawsuit or be part of any other lawsuit against Senior Lifestyle or any other Released Parties (a term defined in the Settlement Agreement) for the claims or legal issues being resolved by this Settlement.

### 14. What happens if I ask to be excluded?

You may exclude yourself from the Settlement. If you do so, you will not receive any payment, but you will not release any claims you may have against Senior Lifestyle or the Released Parties and can pursue whatever legal rights you may have against Senior Lifestyle and the Released Parties at your own risk and expense.

### 15. How do I ask to be excluded?

You can mail or email a letter stating that you want to be excluded from the Settlement. Your letter must: (a) be in writing; (b) identify the case name *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.* Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.); (c) state the full name and current address of the person in the Settlement Class seeking exclusion; (d) be signed by the person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before January 10, 2024. Your request to be excluded must also include a statement to the effect that: “I hereby request to be excluded from the proposed Settlement Class in *Gutierrez v. Senior Lifestyle Corporation, et al.*,

Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.)” You must mail or email your exclusion request no later than January 10, 2024 to:

Gutierrez et al v. Senior Lifestyle Corporation et al.  
P.O. Box 25226  
Santa Ana, CA 92799

or

info@SeniorLifestyleBIPASettlement.com

You can’t exclude yourself over the phone. No person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs. Each request for exclusion must be separately signed and submitted.

**16. If I don’t exclude myself, can I sue Senior Lifestyle for the same thing later?**

No. Unless you exclude yourself, you give up any right to sue Senior Lifestyle and any other Released Party for the claims being resolved by this Settlement.

**17. If I exclude myself, can I get anything from this Settlement?**

No. If you exclude yourself, you will not receive a payment.

**18. How do I object to the Settlement?**

If you do not exclude yourself from the Settlement Class, you can object to the Settlement if you don’t like any part of it. You can give reasons why you think the Court should deny approval by filing an objection. To object, you must file a letter or brief with the Court stating that you object to the Settlement in *Gutierrez, et al. v. Senior Lifestyle Corporation, et al.*, Case No. 17-CH-11314 (Cir. Ct. Cook Cty. Ill.), no later than January 10, 2024. Your objection must be e-filed or delivered to the Court at the following address:

Clerk of the Circuit Court of Cook County - Chancery Division  
Richard J. Daley Center  
50 West Washington Street, Suite 802  
Chicago, Illinois 60602

The objection must be in writing, must be signed, and must include the following information: (a) your full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for your objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with the preparation or submission of your objection or who may profit from the pursuit of your objection, and (f) a statement indicating whether you (or your counsel) intend to appear at the Final Approval Hearing. You must submit any objection in writing by January 10, 2024 in order to be heard by the Court at the Final Approval Hearing. If you hire an attorney in connection with making an objection, that attorney must file an appearance with the Court or seek *pro hac vice* admission to practice before the Court, and electronically file the objection by the objection deadline of January 10, 2024. If you do hire your

own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

In addition to filing your objection with the Court, you must send via mail, email, or delivery service, by no later than January 10, 2024, copies of your objection and any supporting documents to both Class Counsel and the Defendant's Counsel at the addresses listed below:

<b>Class Counsel</b>	<b>Defendant's Counsel</b>
Schuyler Ufkes sufkes@edelson.com EDELSON PC 350 North LaSalle Street, 14th Floor Chicago, IL 60654	Richard R. Winter richard.winter@hklaw.com HOLLAND & KNIGHT, LLP 150 North Riverside Plaza, Suite 2700 Chicago, IL 60606

Class Counsel will file with the Court and post on the settlement website its request for attorneys' fees and Plaintiffs' request for incentive awards on December 27, 2023.

### **19. What's the difference between objecting and excluding myself from the Settlement?**

Objecting simply means telling the Court that you don't like something about the Settlement. You can object only if you stay in the Settlement Class as a Class Member. Excluding yourself from the Settlement Class is telling the Court that you don't want to be a Settlement Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you.

## **THE COURT'S FINAL APPROVAL HEARING**

### **20. When and where will the Court decide whether to approve the Settlement?**

The Court will hold the Final Approval Hearing on **February 1, 2024 at 9:30 a.m.** before the Honorable Eve M. Reilly in Room 2405 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602 or via remote means as instructed by the Court. Instructions for participating remotely will be posted on the Settlement Website. The purpose of the hearing is for the Court to determine whether the Settlement is fair, reasonable, adequate, and in the best interests of the Class Members. At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees and expenses and the incentive awards to the Class Representatives.

**Note:** The date, time, and location of the Final Approval Hearing are subject to change by the Court. Any changes will be posted at the Settlement Website, [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com).

### **21. Do I have to come to the hearing?**

No. Class Counsel will answer any questions the Court may have. You are welcome to come at your own expense. If you send an objection, you don't have to come to Court to talk about it. As long as your written objection was filed or mailed on time and meets the other criteria described in the Settlement, the Court will consider it. You may also pay a lawyer to attend, but you don't have to.

**22. May I speak at the hearing?**

Yes. If you do not exclude yourself from the Settlement Class, you may ask the Court for permission to speak at the hearing concerning any part of the proposed Settlement. If you filed an objection (*see* FAQ 18) and intend to appear at the hearing, you must state your intention to do so in your objection.

**GETTING MORE INFORMATION**

**23. Where do I get more information?**

This notice summarizes the proposed Settlement. More details, including the Settlement Agreement and other documents are available at [www.SeniorLifestyleBIPASettlement.com](http://www.SeniorLifestyleBIPASettlement.com) or at the Clerk's Office in the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois 60602, between 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding Court holidays. You can also contact Class Counsel at 1-866-354-3015 with any questions.

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, THE DEFENDANT OR THE DEFENDANT'S LAWYERS WITH QUESTIONS ABOUT THE SETTLEMENT OR DISTRIBUTION OF SETTLEMENT PAYMENTS.**