

EXHIBIT A

**IN THE CIRCUIT COURT OF WILLIAMSON COUNTY, ILLINOIS
FIRST JUDICIAL CIRCUIT**

STEPHANIE SAHLIN, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

HOSPITAL HOUSEKEEPING SYSTEMS, LLC,

Defendant.

Case No. 2021L28

CLASS ACTION SETTLEMENT AGREEMENT

This Agreement (“Agreement” or “Settlement Agreement”) is entered into by and among (i) Plaintiff, Stephanie Sahlin (“Plaintiff”); (ii) the Settlement Class (as defined herein); and (iii) Defendant, Hospital Housekeeping Systems, LLC (“HHS”). The Settlement Class and Plaintiff are collectively referred to as the “Plaintiffs” unless otherwise noted. The Plaintiffs and HHS are collectively referred to herein as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as defined herein), upon and subject to the terms and conditions of this Agreement, and subject to the final approval of the Court.

RECITALS

A. This putative class action was filed on November 30, 2020, in the Circuit Court of Williamson County, Illinois, First Judicial Circuit. The material allegations of the Complaint are that HHS collected, stored and used – without first providing notice, obtaining informed written consent or publishing data retention policies – the fingerprints and associated personally identifying information of hundreds of its employees (and former employees), who were required

to “clock in” with their fingerprints, in violation of the Illinois Biometric Privacy Act (“BIPA”), 740 ILCS 14/1 *et seq.*

B. On January 8, 2021, HHS filed a notice of removal and removed the case to the United States District Court for the Southern District of Illinois.

C. From the outset of the case, the Parties engaged in settlement discussions and to that end, agreed to participate in a private mediation before HHS formally answered the Complaint.

D. On February 25, 2021, the Parties participated in a full-day mediation with The Honorable Wayne R. Andersen (Ret.) of JAMS Chicago. At the conclusion of the mediation session, the Parties agreed on all material terms of a class action settlement, and in the coming days executed a term sheet confirming the same.

E. On March 8, 2021, Plaintiff dismissed the federal action and re-filed her case in Circuit Court of Williamson County.¹

F. At all times, HHS has denied and continues to deny any wrongdoing whatsoever, denies that it committed, or threatened or attempted to commit, any wrongful act or violation of law or duty alleged in the Action, and denies that certification of a litigation class is necessary or proper. Accordingly, any references to the alleged business practices of HHS in this Agreement, any settlement document, or the related Court hearings and processes will raise no inference with respect to the propriety of those business practices or any other business practices of HHS. Nonetheless, taking into account the uncertainty and risks inherent in any litigation and the desire to avoid the expenditure of further legal fees and costs, HHS has concluded it is desirable and beneficial that the Action be fully and finally settled and terminated in the manner and upon the

¹ The Parties agreed to process their class action settlement in the Circuit Court of Williamson County due to potential Article III standing issues concerning Plaintiffs’ claims under Section 15(a) of the BIPA in federal court. *See Bryant v. Compass Group USA, Inc.*, 958 F.3d 617, 619 (7th Cir. 2020) (holding that there is no Article III standing for a Section 15(a) claim that alleges the failure to publicly disclose a retention and destruction policy for biometric data).

terms and conditions set forth in this Agreement to avoid further expense, inconvenience, and burden. This Agreement is a compromise, and the Agreement, any related documents, and any negotiations resulting in it shall not be construed as or deemed to be evidence of or an admission or concession of liability or wrongdoing on the part of HHS, or any of the Released Parties (defined below), with respect to any claim of any fault or liability or wrongdoing or damage whatsoever or with respect to the certifiability of a litigation class.

G. Plaintiffs believe that the claims asserted in the Action against HHS have merit and that they would have prevailed at summary judgment and/or trial. Nonetheless, Plaintiffs and Class Counsel recognize that HHS has raised factual and legal defenses that present a risk that Plaintiffs may not prevail. Plaintiffs and Class Counsel also recognize the expense and delay associated with continued prosecution of the Action against HHS through class certification, summary judgment, trial, and any subsequent appeals. Plaintiffs and Class Counsel also have taken into account the uncertain outcome and risks of litigation, especially in complex class actions, as well as the difficulties inherent in such litigation. Therefore, Plaintiffs believe it is desirable that the Released Claims, as further defined herein, be fully and finally compromised, settled, and resolved with prejudice. Based on its evaluation, Class Counsel has concluded that the terms and conditions of this Agreement are fair, reasonable, and adequate to the Settlement Class, and that it is in the best interests of the Settlement Class to settle the claims raised in the Action pursuant to the terms and provisions of this Agreement.

H. HHS maintains that it has a number of meritorious defenses to the claims asserted in this action, and that HHS would prevail in this matter on summary judgment or at trial. HHS denies any wrongdoing and any liability to Plaintiffs and the Settlement Class whatsoever. HHS also denies that class certification is warranted or appropriate. Nevertheless, HHS recognizes the risks and uncertainties inherent in litigation, the significant expense associated with defending

class actions, the costs of any appeals, and the disruption to business operations arising out of class action litigation. HHS also recognizes the risks that a trial on class-wide claims might present. Accordingly, HHS believes that the Settlement set forth in the Agreement is likewise in the best interests of all parties involved.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff, the Settlement Class, and each of them, and HHS, by and through its undersigned counsel that, subject to final approval of the Court after a hearing or hearings as provided for in this Settlement Agreement, in consideration of the benefits flowing to the Parties from the Agreement set forth herein, that the Action and the Released Claims shall be finally and fully compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions of this Agreement.

AGREEMENT

1. DEFINITIONS.

As used in this Settlement Agreement, the following terms have the meanings specified below:

1.1 “Action” means *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28, pending in the Circuit Court of Williamson County, Illinois, First Judicial Circuit.

1.2 “Active HHS Employee” means a Settlement Class Member who is a current employee of HHS as of the Final Judgment (defined below).

1.3 “Alternate Judgment” means a form of final judgment that may be entered by the Court herein but in a form other than the form of Judgment provided for in this Agreement and where none of the Parties elects to terminate this Settlement by reason of such variance.

1.4 “Approved Claim” means a Claim Form submitted by a Former HHS Employee (defined below) that: (a) is submitted timely and in accordance with the directions on the Claim

Form and the provisions of the Settlement Agreement; (b) is fully and truthfully completed by a Settlement Class Member with all of the information requested in the Claim Form; (c) is signed by the Settlement Class Member, physically or electronically; and (d) is approved by the Settlement Administrator pursuant to the provisions of this Agreement.

1.5 “Claim Form” means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Former HHS Employees who wish to file a Claim for a payment, shall be available in electronic and paper format in the manner described below.

1.6 “Claims Deadline” means the date by which all Claim Forms must be postmarked or received to be considered timely and shall be set as a date no later than forty-five (45) days after the Final Approval Hearing. The Claims Deadline shall be clearly set forth in the Preliminary Approval Order as well as in the Notice and the Claim Form.

1.7 “Class Counsel” means Bursor & Fisher, P.A.

1.8 “Class Period” means the period of time from November 30, 2015 to November 30, 2020.

1.9 “Class Representative” means the named Plaintiff in this Action: Stephanie Sahlin.

1.10 “Complaint” means the Class Action Complaint filed on or about November 30, 2020 in the Circuit Court of Williamson County, Illinois, Case No. 20-L-161, which was removed to the United States District Court for the Southern District of Illinois.

1.11 “Court” means the Circuit Court of Williamson County, Illinois, First Judicial Circuit.

1.12 “Defendant” or “HHS” means Hospital Housekeeping Systems, LLC.

1.13 “Defendant’s Counsel” or “HHS’s Counsel” means Lewis Brisbois Bisgaard & Smith, LLP.

1.14 “Effective Date” means the date ten (10) days after which all of the events and conditions specified in Paragraph 9.1 have been met and have occurred.

1.15 “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.

1.16 “Final” when not used in combination with any other term defined herein, means one business day following the latest of the following events: (i) the date upon which the time expires for filing or noticing any appeal of the Court’s Final Judgment approving the Settlement Agreement; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to the Fee Award, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal or appeals (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or *certiorari*, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal or appeals following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on *certiorari*.

1.17 “Final Approval Hearing” means the hearing before the Court where the Parties will request the Final Judgment to be entered by the Court approving the Settlement Agreement, the Fee Award, and the incentive awards to the Class Representatives.

1.18 “Final Judgment” means the Final Judgment and Order to be entered by the Court approving the Agreement after the Final Approval Hearing.

1.19 “Former HHS Employee” means a Settlement Class Member who is a former employee of HHS as of the Final Judgment.

1.20 “Net Settlement Fund” means the amount of the Settlement Fund remaining after payment of claims administration and notice costs, incentive award to the Class Representative, payments to Active HHS Employees, and the Fee Award.

1.21 “Notice” means the notice of this proposed Class Action Settlement Agreement and Final Approval Hearing, which is to be sent to the Settlement Class substantially in the manner set forth in this Agreement, consistent with the requirements of Due Process, 735 ILCS 5/2-803, and substantially in the form of Exhibits B, C, and D hereto.

1.22 “Notice Date” means the date by which the Notice set forth in Paragraph 4.1 is complete, which shall be no later than twenty-eight (28) days after Preliminary Approval.

1.23 “Objection/Exclusion Deadline” means the date by which a written objection to this Settlement Agreement or a request for exclusion submitted by a Person within the Settlement Class must be made, which shall be designated as a date no later than forty-five (45) days after the Notice Date and no sooner than fourteen (14) days after papers supporting the Fee Award are filed with the Court and posted to the settlement website listed in Paragraph 4.1(d), or such other date as ordered by the Court.

1.24 “Person” shall mean, without limitation, any individual, corporation, partnership, limited partnership, limited liability company, association, joint stock company, estate, legal representative, trust, unincorporated association, government or any political subdivision or agency thereof, and any business or legal entity and their spouse, parent, child, guardian, associate, co-owners, heirs, predecessors, successors, representatives, or assigns. “Person” is not intended to include any governmental agencies or governmental actors, including, without limitation, any state Attorney General office.

1.25 “Plaintiffs” mean Stephanie Sahlin and the Settlement Class Members.

1.26 “Preliminary Approval” means the Court’s conditional certification of the Settlement Class for settlement purposes, preliminary approval of this Settlement Agreement, and approval of the form and manner of the Notice.

1.27 “Preliminary Approval Order” means the Order preliminarily approving the Settlement Agreement conditionally certifying the Settlement Class for settlement purposes, and directing notice thereof to the Settlement Class.

1.28 “Released Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, contracts or agreements, extra contractual claims, damages, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and or obligations (including “Unknown Claims,” as defined below), whether in law or in equity, accrued or un-accrued, direct, individual or representative, of every nature and description whatsoever, whether based on BIPA, or other state, federal, local, statutory or common law or any other law, rule or regulation, against the Released Parties, or any of them, arising out of any facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act arising out of or in any way allegedly related to biometrics or BIPA in connection with Plaintiffs’ employment with HHS, including but not limited to all claims that were brought or could have been brought in the Action relating to any and all Releasing Parties.

1.29 “Released Parties” means Hospital Housekeeping Systems, LLC, as well as any and all of its respective present or past heirs, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, licensors, licensees, associates, affiliates, employers, agents, consultants, independent contractors, insurers and reinsurers, including without limitation employees of the foregoing, directors, board members, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, insurers,

underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, and corporations.

1.30 “Releasing Parties” means Plaintiffs, those Settlement Class Members who do not timely opt out of the Settlement Class, and all of their respective present or past heirs, spouses, parents, children, guardians, associates, co-owners, executors, estates, administrators, predecessors, successors, assigns, parent companies, subsidiaries, associates, affiliates, employers, employees, agents, consultants, independent contractors, insurers and reinsurers, directors, managing directors, officers, partners, principals, members, attorneys, accountants, financial and other advisors, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, assigns and companies, firms, trusts, limited liability companies, partnerships and corporations.

1.31 “Settlement Administration Expenses” means the expenses incurred by the Settlement Administrator in providing Notice, processing claims, responding to inquiries from members of the Settlement Class, mailing checks for Approved Claims, and related services, paying taxes and tax expenses related to the Settlement Fund (including all federal, state or local taxes of any kind and interest or penalties thereon, as well as expenses incurred in connection with determining the amount of and paying any taxes owed and expenses related to any tax attorneys and accountants).

1.32 “Settlement Administrator” means JND Legal Administration, or such other reputable administration company that has been selected by Class Counsel and reasonably acceptable HHS and approved by the Court to perform the duties set forth in this Agreement, including but not limited to overseeing the distribution of Notice, as well as the processing and payment of Approved Claims to the Settlement Class as set forth in this Agreement, and disbursing all approved payments out of the Settlement Fund, and handling the determination, payment and

filing of forms related to all federal, state and/or local taxes of any kind (including any interest or penalties thereon) that may be owed on any income earned by the Settlement Fund.

1.33 “Settlement Class” means all individuals who worked or are currently working for HHS in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by HHS or its agent(s) within the five-year period preceding the date of the filing of the Complaint. Excluded from the Settlement Class are (1) any Judge or Magistrate presiding over this Action and members of their families; (2) HHS, HHS’s subsidiaries, parent companies, successors, predecessors, and any entity in which HHS or its parents have a controlling interest and their current or former officers, directors, agents, attorneys, and employees; (3) Persons who properly execute and file a timely request for exclusion from the class; and (4) the legal representatives, successors or assigns of any excluded Persons.

1.34 “Settlement Class Member” means a Person who falls within the definition of the Settlement Class.

1.35 “Settlement Fund” means the total amount of eight hundred, one thousand and eight hundred dollars (\$801,800.00 USD) that HHS will make available to pay all Active HHS Employees, Former HHS Employees who make Approved Claims, Settlement Administration Expenses, any incentive award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court. The Settlement Fund represents the total extent of HHS’s monetary obligations under this Agreement. In no event shall the total monetary obligation with respect to this Agreement on behalf of HHS exceed eight hundred, one thousand and eight hundred dollars (\$801,800.00 USD).

1.36 “Unknown Claims” means claims that could have been raised in the Action and that any or all of the Releasing Parties do not know or suspect to exist, which, if known by him or

her, might affect his or her agreement to release the Released Parties or the Released Claims or might affect his or her decision to agree, object or not to object to the Settlement.

2. SETTLEMENT RELIEF.

2.1 Payments to Settlement Class Members.

(a) Each Settlement Class Member who is an Active HHS Employee will automatically receive a \$950 payment from the Settlement Fund in the form of a check or electronic payment via direct deposit, at the election of Defendant, unless he or she excludes himself or herself from the settlement. If a Settlement Class Member who is an Active HHS Employee as of the date of the Final Judgment loses employment with HHS (whether voluntarily or involuntarily) between the date of the Final Judgment and the Effective Date, then the \$950 payment from the Settlement Fund will be in the form of a check issued and mailed by Defendant or the Settlement Administrator to the Settlement Class Member's last known address.

(b) Settlement Class Members who are Former HHS Employees shall have until the Claims Deadline to submit a Claim Form for approval by the Settlement Administrator as an Approved Claim. Each Settlement Class Member who is a Former HHS Employee who submits an Approved Claim will receive \$950 or, if there are not sufficient funds to pay each Former HHS Employee who submits an Approved Claim the total amount of \$950 after each Active HHS Employee is paid, each Former HHS Employee who submits an Approved Claim will receive a *pro rata* share of the Net Settlement Fund. Such payments shall be made in the form of a check, issued and mailed by the Settlement Administrator.

(c) Payments to all Settlement Class Members shall be made within sixty (60) days after the Effective Date.

(d) All cash payments issued to Settlement Class Members via check will state on the face of the check that it will expire and become null and void unless cashed within ninety

(90) days after the date of issuance. If a check issued to a Settlement Class Member is not negotiated within ninety (90) days after the date of issuance, such funds shall revert to HHS.

2.2 Prospective Relief

(a) HHS represents that it is no longer using “biometric” time clocks in Illinois and agrees that should it reinstate them in Illinois, it will provide all notices and consents that are required by BIPA.

3. RELEASE.

3.1 The obligations incurred pursuant to this Settlement Agreement shall be a full and final disposition of the Action and any and all Released Claims, as against all Released Parties.

3.2 Upon the Effective Date, the Releasing Parties, and each of them, shall be deemed to have, and by operation of the Final Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties, and each of them.

4. NOTICE TO THE CLASS.

4.1 The Notice Plan shall consist of the following:

(a) *Settlement Class List.* No later than fifteen (15) days from the execution of this Settlement Agreement, HHS shall produce an electronic list from its records that includes the names and last known U.S. Mail addresses, belonging to Persons within the Settlement Class. The electronic list shall also differentiate between those Persons within the Settlement Class who are Active HHS Employees and Former HHS Employees. This electronic document shall be called the “Class List,” and shall be provided to the Settlement Administrator with a copy to Class Counsel for the purpose of giving notice to the Settlement Class Members and shall not be used for any other purpose. In no event shall the Class List be provided to the Settlement Administrator later than fourteen (14) days prior to the date notice shall be disseminated.

(b) *Direct Notice via U.S. Mail.* No later than the twenty-eight (28) days from entry of the Preliminary Approval Order, the Settlement Administrator shall send notice to Settlement Class Members who are Active HHS Employees via First Class U.S. Mail substantially in the form attached as Exhibit B. At the same time, the Settlement Administrator shall send notice to those Settlement Class Members who are Former HHS Employees via First Class U.S. Mail substantially in the form attached as Exhibit C, together with a postcard Claim Form with return postage prepaid.

(c) If any Notice is returned as non-deliverable, and a forwarding address is provided, the Settlement Administrator shall re-mail the Notice to the forwarding address within five (5) business days. If any Notice is returned as non-deliverable, and no forwarding address is provided, the Settlement Administrator shall attempt to ascertain a valid address for the affected Settlement Class Member by seeking change of address information through the U.S. Postal Service's National Change of Address Link, and shall re-mail the Notice within five (5) business days to the address(es) that are found.

(d) *Settlement Website.* Within ten (10) days from entry of the Preliminary Approval Order, Notice shall be provided on a website at an available URL (such as, for example, www.hhsfingerprintsettlement.com) which shall be obtained, administered and maintained by the Settlement Administrator and shall include the ability to file Claim Forms online, provided that such Claim Forms, if signed electronically, will be binding for purposes of applicable law and contain a statement to that effect. The Notice provided on the Settlement Website shall be substantially in the form of Exhibit D hereto.

4.2 The Notice shall advise the Settlement Class of their rights, including the rights to be excluded from or object to the Settlement Agreement or any of its terms. The Notice shall specify that any objection to the Settlement Agreement, and any papers submitted in support of

said objection, shall be considered by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice, the Person making the objection files notice of an intention to do so and at the same time (a) files copies of such papers he or she proposes to be submitted at the Final Approval Hearing with the Clerk of the Court, or alternatively, if the objection is from a Class Member represented by counsel, files any objection through the Court's electronic filing system, and (b) sends copies of such papers by mail, hand, or overnight delivery service to Class Counsel and HHS's Counsel.

4.3 Any Settlement Class Member who intends to object to this Agreement must present the objection in writing, which must be personally signed by the objector, and must include: (1) the objector's name and address; (2) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (3) all grounds for the objection, including all citations to legal authority and evidence supporting the objection; (4) the name and contact information of any and all attorneys representing, advising, or in any way assisting the objector in connection with the preparation or submission of the objection or who may profit from the pursuit of the objection (the "Objecting Attorneys"); and (5) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel who files an appearance with the Court in accordance with the Local Rules).

4.4 If a Settlement Class Member or any of the Objecting Attorneys has objected to any class action settlement where the objector or the Objecting Attorneys asked for or received any payment in exchange for dismissal of the objection, or any related appeal, without any modification to the settlement, then the objection must include a statement identifying each such case by full case caption (name of court, case number, all party names, name of judge) and amount of payment received.

4.5 A Settlement Class Member may request to be excluded from the Settlement Class by sending a written request postmarked on or before the Objection/Exclusion Deadline approved by the Court and specified in the Notice. To exercise the right to be excluded, a Person in the Settlement Class must timely send a signed written request for exclusion to the Settlement Administrator providing his/her name and address, his/her signature, the name and number of the case, and a clear statement that he or she wishes to be excluded from the Settlement Class for purposes of this Settlement. A request to be excluded that does not include all of this information, does not clearly state an intention to be excluded, or that is sent to an address other than that designated in the Notice, or that is not postmarked within the time specified, shall be invalid, and the Person(s) serving such a request shall be a member(s) of the Settlement Class and shall be bound as a Settlement Class Member by this Agreement, if approved. Any member of the Settlement Class who validly elects to be excluded from this Agreement shall not: (i) be bound by any orders or the Final Judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to object to any aspect of this Agreement. The request for exclusion must be personally signed by each Person requesting exclusion. So-called “mass” or “class” opt-outs shall not be allowed. To be valid, a request for exclusion must be postmarked or received by the date specified in the Notice.

5. SETTLEMENT ADMINISTRATION.

5.1 The Settlement Administrator shall, under the supervision of the Court, administer the relief provided by this Settlement Agreement by processing Claim Forms in a rational, responsive, cost effective, and timely manner. The Settlement Administrator shall maintain reasonably detailed records of its activities under this Agreement. The Settlement Administrator shall maintain all such records as are required by applicable law in accordance with its normal business practices and such records will be made available to Class Counsel and HHS’s Counsel

upon request. The Settlement Administrator shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator shall provide Class Counsel and HHS's Counsel with regular reports at weekly intervals containing information concerning Notice, administration, and implementation of the Settlement Agreement and other information or reports as Class Counsel or HHS's Counsel may reasonably require. Should the Court request, the Parties shall submit a timely report, prepared by Class Counsel and/or the Settlement Administrator and approved by HHS, to the Court summarizing the work performed by the Settlement Administrator, including a report of all amounts from the Settlement Fund paid to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator shall:

(a) Upon request, forward to HHS's Counsel, with copies to Class Counsel, all original documents and other materials received in connection with the administration of the Settlement, and all copies thereof, within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Agreement;

(b) Provide Class Counsel and HHS's Counsel with drafts of all administration related documents, including but not limited to Notices, follow-up class notices or communications with Settlement Class Members, telephone scripts in a form approved by Class Counsel and HHS's Counsel, website postings or language or other communications in a form approved by Class Counsel and HHS's Counsel with the Settlement Class, at least five (5) days before the Settlement Administrator is required to or intends to publish or use such communications, unless Class Counsel and HHS's Counsel agree to waive this requirement in writing on a case by case basis;

(c) Receive requests to be excluded from the Settlement Class and other requests and promptly provide to Class Counsel and HHS's Counsel copies thereof. If the Settlement Administrator receives any exclusion forms or other requests after the deadline for the

submission of such forms and requests, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and HHS's Counsel;

(d) Provide weekly reports to Class Counsel and HHS's Counsel, including without limitation, reports regarding the number of Claim Forms received, the number approved by the Settlement Administrator, and the categorization and description of Claim Forms rejected, in whole or in part, by the Settlement Administrator; and

(e) Make available for inspection by Class Counsel or HHS's Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2 The Settlement Administrator shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator shall determine whether a Claim Form submitted by a Settlement Class Member is an Approved Claim by determining if the Person is on the Class List and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Agreement, or (b) provide full and complete information as requested on the Claim Form. If a Person submits a timely Claim Form by the Claims Deadline where the Person appears on the Class List but the Claim Form is not otherwise complete, then the Settlement Administrator shall give such Person one (1) reasonable opportunity to provide any requested missing information, which information must be received by the Settlement Administrator no later than twenty-one (21) calendar days after providing notice of the deficiency. If the Settlement Administrator receives such information more than twenty-one (21) calendar days after providing notice of the deficiency, then any such claim shall be denied. The Settlement Administrator may contact any Person who has submitted a Claim Form to obtain additional information necessary to verify the Claim Form.

5.3 HHS's Counsel and Class Counsel shall have the right to challenge the acceptance or rejection of a Claim Form submitted by Settlement Class Members. The Settlement

Administrator shall follow any agreed decisions of Class Counsel and HHS's Counsel as to the validity of any disputed submitted Claim Form. To the extent Class Counsel and HHS's Counsel are not able to agree on the disposition of a challenge, the disputed claim shall be submitted to the Court for binding determination.

5.4 In the exercise of its duties outlined in this Agreement, the Settlement Administrator shall have the right to reasonably request additional information from the Parties or any Settlement Class Member.

5.5. HHS, the Released Parties, and HHS's Counsel shall have no responsibility for, interest in, or liability whatsoever with respect to: (i) any act, omission, or determination by Class Counsel, or the Claims Administrator, or any of their respective designees or agents, in connection with the administration of the settlement or otherwise; (ii) the management, investment, or distribution of the Settlement Fund; (iii) the allocation of net Settlement Funds to Settlement Class Members or the implementation, administration, calculation or interpretation thereof; (iv) the determination, administration, calculation, or payment of any claims asserted against the Settlement Fund; or (v) the payment, reporting, or withholding of any taxes, tax expenses, or costs incurred in connection with the taxation of the Settlement Fund or the filing of any federal, state, or local returns.

5.6. All required taxes and tax expenses shall be paid out of the Settlement Fund, and shall be timely paid by the Settlement Administrator pursuant to this Agreement and without further order of the Court. Any tax returns or reporting forms prepared for the Settlement Fund (as well as the election set forth therein) shall be consistent with this Agreement and in all events shall reflect that all taxes on the income earned by the Settlement Fund shall be paid out of the Settlement Fund as provided herein. The Released Parties shall have no responsibility or liability

for the acts or omissions of the Settlement Administrator or its agents with respect to the reporting or payment of taxes or tax expenses.

5.7 All Settlement Funds not used to pay all Active HHS Employees, Former HHS Employees who make Approved Claims, Settlement Administration Expenses, any incentive award to the Class Representative, any Fee Award to Class Counsel, and any other costs, fees or expenses approved by the Court and remaining one hundred and sixty (160) days after the Effective Date shall revert back to HHS or its insurer within the next seven (7) days.

6. TERMINATION OF SETTLEMENT.

6.1 Subject to Paragraphs 9.1-9.3 below, in the event that the Court makes any material modification to the terms of the proposed settlement, including, but not limited to any modification which operates to change the scope of the Settlement Class or to require HHS to pay any amounts in excess of the Settlement Sum (and with the exception of any modification to the terms, timing or proposed amount of any Fee Award or Class Representative incentive award), at the sole discretion of the adversely affected party, the terms contained in this Agreement and the Class Action Settlement Term Sheet, and any other settlement documents may be terminated. The Party or Parties with the right to terminate this Agreement may do so by providing written notice of the election to do so (“Termination Notice”) to all other Parties hereto within twenty-one (21) days of any event triggering the right to terminate (as described above), including: (i) the Court’s refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court’s refusal to grant final approval of this Agreement in any material respect; (iii) the Court’s refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is vacated, modified or reversed in any material respect by the Court, the Court of Appeals or the Supreme Court; or (v) the date upon which an Alternate Judgment, as defined in Paragraph 9.1(d) of this Agreement is vacated, modified or reversed in any material respect by the Court, the Court

of Appeals or the Supreme Court. Should a Termination Notice be sent, the Parties shall revert to the status quo as of the date of execution of the Class Action Settlement Term Sheet.

7. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER.

7.1 Promptly after the execution of this Settlement Agreement, Class Counsel shall submit this Agreement together with its Exhibits to the Court and shall move the Court for Preliminary Approval of the settlement set forth in this Agreement; conditional certification of the Settlement Class for settlement purposes only; appointment of Class Counsel and the Class Representative; and entry of a Preliminary Approval, which order shall set a Final Approval Hearing date and approve the Notice and Claim Form for dissemination substantially in the form of Exhibits A, B, C, and D hereto. The Preliminary Approval Order shall also authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Settlement Agreement and its implementing documents (including all Exhibits to this Agreement) so long as they are consistent in all material respects with the terms of the Settlement Agreement and do not limit or impair the rights of the Settlement Class or materially expand the obligations of HHS.

7.2 At the time of the submission of this Agreement to the Court as described above, Class Counsel shall request that, after Notice is given, the Court hold a Final Approval Hearing and approve the settlement of the Action as set forth herein.

7.3 After Notice is given, the Parties shall request and seek to obtain from the Court a Final Judgment, which will (among other things):

(a) find that the Court has personal jurisdiction over all Settlement Class Members and that the Court has subject matter jurisdiction to approve the Agreement, including all Exhibits thereto;

(b) approve the Settlement Agreement and the proposed settlement as fair, reasonable, and adequate as to, and in the best interests of, the Settlement Class Members; direct the Parties and their counsel to implement and consummate the Agreement according to its terms and provisions; and declare the Agreement to be binding on, and have *res judicata* and preclusive effect in all pending and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs and Releasing Parties;

(c) find that the Notice implemented pursuant to the Agreement (1) constitutes the best practicable notice under the circumstances; (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action, their right to object to or exclude themselves from the proposed Agreement, and to appear at the Final Approval Hearing; (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice; and (4) meets all applicable requirements of the Illinois Code of Civil Procedure, the Due Process Clause of the United States and Illinois Constitutions, and the rules of the Court;

(d) conditionally find that the prerequisites for a class action under ILCS 735 5/2-801 have been satisfied for settlement purposes for the Settlement Class in that: (1) the number of Settlement Class Members is so numerous that joinder of all members thereof is impracticable; (2) there are questions of law and fact common to the Settlement Class Members; (3) the claims of the Class Representatives are typical of the claims of the Settlement Class they seek to represent; (4) the Class Representatives have and will continue to fairly and adequately represent the interests of the Settlement Class for purposes of entering into the Settlement Agreement; (5) the questions of law and fact common to Settlement Class Members predominate over any questions affecting any individual Settlement Class Member; (6) the Settlement Class is ascertainable; and (7) a class

action is superior to the other available methods for the fair and efficient adjudication of the controversy.

(e) dismiss the Action (including all individual claims and Settlement Class Claims presented thereby) on the merits and with prejudice, without fees or costs to any party except as provided in the Settlement Agreement;

(f) incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Released Parties as set forth herein;

(g) permanently bar and enjoin all Settlement Class Members from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims;

(h) without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction as to all matters relating to administration, consummation, enforcement, and interpretation of the Settlement Agreement and the Final Judgment, and for any other necessary purpose;

(i) close the case; and

(j) incorporate any other provisions, as the Court deems necessary and just, provided that such other provisions do not materially abridge, enlarge or modify any rights or responsibilities of the Released Parties or Settlement Class Members under this Agreement.

7.4 The Parties agree to stay all proceedings in the Action, other than those proceedings necessary to carry out or enforce the terms and conditions of the Settlement, until the Effective Date of the Settlement has occurred. The Parties also agree to use their best efforts to seek the stay and dismissal of, and to oppose entry of any interim or final relief in favor of any Settlement Class Member in, any other proceedings against any of the Released Parties which challenges the Settlement or otherwise asserts or involves, directly or indirectly, a Released Claim.

8. CLASS COUNSEL’S ATTORNEYS’ FEES AND REIMBURSEMENT OF EXPENSES; INCENTIVE AWARD.

8.1 HHS agrees that Class Counsel may apply for and receive from the Settlement Fund, subject to Court approval, attorneys’ fees, costs, and expenses not to exceed 37.5% of the Settlement Fund (or three hundred thousand six hundred seventy-five dollars (\$300,675.00)). Plaintiffs will petition the Court for an award of such attorneys’ fees, costs, and expenses, and HHS agrees to not object to or otherwise challenge, directly or indirectly, Class Counsel’s petition for attorneys’ fees, costs, and expenses if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court or HHS in attorneys’ fees, costs, and expenses. Payment of the Fee Award shall be made from the Settlement Fund.

8.2 The Fee Award shall be payable by HHS within fourteen (14) days after entry of the Court’s Final Judgment and receipt by HHS of all payment routing information and tax I.D. numbers for Class Counsel and Class Counsel’s W-9. Payment of the Fee Award shall be made from the Settlement Fund by wire transfer to Bursor & Fisher, P.A., in accordance with wire instructions to be provided by Bursor & Fisher, P.A., and completion of necessary forms, including but not limited to W-9 forms. Notwithstanding the foregoing, if for any reason the Final Judgment is reversed or rendered void as a result of an appeal(s) then Class Counsel shall return such funds to HHS.

8.3 HHS agrees that, subject to Court approval, it will pay an incentive award to the Class Representative from the Settlement Fund, in addition to any settlement payment pursuant to this Agreement, in the amount of up to five thousand dollars (\$5,000.00). HHS shall not object to or otherwise challenge, directly or indirectly, Class Counsel’s application for the incentive award to the Class Representative if limited to this amount. Class Counsel, in turn, agrees to seek no more than this amount from the Court as the incentive award for the Class Representative. Such incentive award shall be paid from the Settlement Fund (in the form of a check to the Class

Representative that is sent care of Class Counsel), within five (5) business days after the Effective Date. Any modification to the terms or timing or reduction of the proposed amount of the Class Representative incentive award shall in no way impact the validity of the settlement of this Action.

9. CONDITIONS OF SETTLEMENT, EFFECT OF DISAPPROVAL, CANCELLATION OR TERMINATION.

9.1 The Effective Date of this Settlement Agreement shall not occur until all of the following events occur, and shall be the date which falls ten (10) calendar days after the last (in time) of the following events:

- (a) The Parties and their counsel have executed this Agreement;
- (b) The Court has entered the Preliminary Approval Order;
- (c) The Court has entered an order finally approving the Agreement, following

Notice to the Settlement Class and a Final Approval Hearing, as provided in the Illinois Code of Civil Procedure, and has entered the Final Judgment, or a judgment consistent with this Agreement in all material respects; and

(d) The Final Judgment has become Final, as defined above, or, if the Court enters an Alternate Judgment, such Alternate Judgment becomes Final.

9.2 If some or all of the conditions specified in Paragraph 9.1 are not met, or if this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Settlement Agreement shall be canceled and terminated subject to Paragraph 6.1 unless Class Counsel and HHS's Counsel mutually agree in writing to proceed with this Agreement. If any Party is in material breach of the terms hereof, any other Party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Agreement on notice to all of the Settling Parties. Notwithstanding anything herein, the Parties agree that the Court's failure to approve, in whole or in part, Class Counsel's request for payment of attorneys' fees, costs and/or expenses and/or the request for

incentive award payments set forth in Paragraph 8 above shall not prevent the Agreement from becoming effective, nor shall it be grounds for termination.

9.3 If this Agreement is terminated or fails to become effective, including but not limited to, for the reasons set forth in Paragraphs 6.1 and 9.1-9.2 above, the Parties shall be restored to their respective positions in the Action as of the moment just prior to the signing of the Class Action Settlement Term Sheet and this Agreement and the Class Action Settlement Term Sheet entered into between HHS and the Class Representative shall be cancelled, null, and void. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Agreement and the Class Action Settlement Term Sheet had never been entered into. If the Final Settlement Order and Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Class Counsel shall within thirty (30) days repay to HHS, based upon written instructions provided by HHS's Counsel, the full amount of the attorneys' fees and costs paid to Class Counsel from the Settlement Fund, including any accrued interest. If the attorneys' fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Class Counsel shall within thirty (30) days repay to HHS, based upon written instructions provided by HHS's Counsel, the attorneys' fees and costs paid to Class Counsel and/or Class Representatives from the Settlement Fund, in the amount vacated or modified, including any accrued interest.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this

Agreement, to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement, to secure final approval, and to defend the Final Judgment through any and all appeals. Class Counsel and HHS's Counsel agree to cooperate with one another in seeking Court approval of the Settlement Agreement, entry of the Preliminary Approval Order, and the Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Agreement.

10.2 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims by Plaintiffs, the Settlement Class and each or any of them, on the one hand, against the Released Parties, and each or any of the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Action was brought by Plaintiffs or defended by HHS, or each or any of them, in bad faith or without a reasonable basis.

10.3 The Parties have relied upon the advice and representation of counsel, selected by them, concerning their respective legal liability for the claims hereby released. The Parties have read and understand fully the above and foregoing agreement and have been fully advised as to the legal effect thereof by counsel of their own selection and intend to be legally bound by the same.

10.4 Whether or not the Effective Date occurs or the Settlement Agreement is terminated, neither this Agreement, the Class Action Settlement Term Sheet, or any other settlement document, nor the settlement contained herein or any term, provision or definition therein, nor any act or communication performed or document executed in the course of negotiating, implementing or seeking approval pursuant to or in furtherance of this Agreement or the settlement:

(a) is, may be deemed, or shall be used, offered or received in any civil, criminal or administrative proceeding in any court, administrative agency, arbitral proceeding or other tribunal against the Released Parties, or each or any of them, as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by the Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the definition or scope of any term or provision, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them. HHS, while continuing to deny all allegations of wrongdoing and disclaiming all liability with respect to all claims, considers it desirable to resolve the action on the terms stated herein to avoid further expense, inconvenience, and burden, and therefore has determined that this settlement is in HHS's best interests. Any public statements made by Plaintiffs or Class Counsel will be consistent with this paragraph and Class Counsel will not issue any press release concerning this Agreement or the settlement contained herein;

(b) is, may be deemed, or shall be used, offered or received against any Released Party, as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Released Parties, or any of them;

(c) is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them, as an admission or concession with respect to any liability, negligence, fault or wrongdoing or statutory meaning as against any Released Parties, or supporting the certification of a litigation class, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the settlement, this Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Agreement and/or Settlement may be used in any proceedings as may be necessary to effectuate the provisions

of this Agreement. Further, if this Settlement Agreement is approved by the Court, any Party or any of the Released Parties may file this Agreement and/or the Final Judgment in any action that may be brought against such Party or Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim;

(d) is, may be deemed, or shall be construed against Plaintiffs, the Settlement Class, the Releasing Parties, or each or any of them, or against the Released Parties, or each or any of them, as an admission or concession that the consideration to be given hereunder represents an amount equal to, less than or greater than that amount that could have or would have been recovered after trial; and

(e) is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs, the Settlement Class, the Releasing Parties, or each and any of them, or against the Released Parties, or each or any of them, that any of Plaintiff's or the Settlement Class' claims are with or without merit or that damages recoverable in the Action would have exceeded or would have been less than any particular amount.

10.5 The Parties acknowledge that (a) any certification of the Settlement Class as set forth in this Agreement, including certification of the Settlement Class for settlement purposes in the context of Preliminary Approval, shall not be deemed a concession that certification of a litigation class is appropriate, or that the Settlement Class definition would be appropriate for a litigation class, nor would HHS be precluded from challenging class certification in further proceedings in the Action or in any other action if the Settlement Agreement is not finalized or finally approved; (b) if the Settlement Agreement is not finally approved by the Court for any reason whatsoever, then any certification of the Settlement Class will be void, the Parties and the Action shall be

restored to the status quo ante, and no doctrine of waiver, estoppel or preclusion will be asserted in any litigated certification proceedings in the Action or in any other action; and (c) no agreements made by or entered into by HHS in connection with the Settlement may be used by Plaintiffs, any person in the Settlement Class, or any other person to establish any of the elements of class certification in any litigated certification proceedings, whether in the Action or any other judicial proceeding.

10.6 No person or entity shall have any claim against the Class Representatives, Class Counsel, the Settlement Administrator or any other agent designated by Class Counsel, or the Released Parties and/or their counsel, arising from distributions made substantially in accordance with this Agreement. The Parties and their respective counsel, and all other Released Parties shall have no liability whatsoever for the investment or distribution of the Settlement Fund or the determination, administration, calculation, or payment of any claim or nonperformance of the Settlement Administrator, the payment or withholding of taxes (including interest and penalties) owed by the Settlement Fund, or any losses incurred in connection therewith.

10.7 The Plaintiff, Settlement Class Members, and Class Counsel receiving funds pursuant to this Agreement shall be solely responsible for filing all information and other tax returns necessary or making any tax payments related to funds received pursuant to this Settlement Agreement. The Released Parties provide no legal advice and make no representations to the Plaintiff, Class Members, or Class Counsel regarding the legal or tax consequences of this agreement, including any benefit or monies paid and received. The Plaintiff, Class Members, and Class Counsel shall be solely responsible for any tax or legal consequences for any benefit or award paid and/or received pursuant to this Agreement.

10.8 All proceedings with respect to the administration, processing and determination of Claims and the determination of all controversies relating thereto, including disputed questions of law and fact with respect to the validity of Claims, shall be subject to the jurisdiction of the Court.

10.9 The headings used herein are used for the purpose of convenience only and are not meant to have legal effect.

10.10 The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any other prior or subsequent breaches of this Agreement.

10.11 All of the Exhibits to this Agreement are material and integral parts thereof and are fully incorporated herein by this reference.

10.12 This Agreement and its Exhibits and the Class Action Settlement Term Sheet, set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersede all prior negotiations, agreements, arrangements and undertakings with respect to the matters set forth herein. No representations, warranties or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits or the Class Action Settlement Term Sheet other than the representations, warranties and covenants contained and memorialized in such documents. This Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.13 Except as otherwise provided herein, each Party shall bear its own costs.

10.14 Plaintiffs represent and warrant that they have not assigned any claim or right or interest therein as against the Released Parties to any other Person or Party and that they are fully entitled to release the same.

10.15 Each counsel or other Person executing this Settlement Agreement, any of its Exhibits, or any related settlement documents on behalf of any Party hereto, hereby warrants and

represents that such Person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Agreement to effectuate its terms.

10.16 This Agreement may be executed in one or more counterparts. Signature by digital means, facsimile, or in PDF format will constitute sufficient execution of this Agreement. All executed counterparts and each of them shall be deemed to be one and the same instrument. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

10.17 This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.

10.18 The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.

10.19 This Settlement Agreement shall be governed by and construed in accordance with the substantive laws of the State of Illinois without giving effect to its conflict of laws provisions.


10.20 This Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties. Because all Parties have contributed substantially and materially to the preparation of this Agreement, it shall not be construed more strictly against one Party than another.

10.21 Where this Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel: Philip L. Fraietta, Bursor & Fisher, P.A., 888 Seventh Avenue, New York, NY 10019; Mary A. Smigielski, Lewis Brisbois Bisgaard & Smith LLP, 550 West Adams Street, Suite 300, Chicago, IL 60661.

IT IS SO AGREED TO BY THE PARTIES:

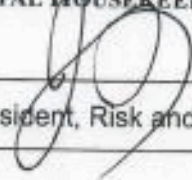
Dated: 4/9/2021, 2021

STEPHANIE SAHLIN

By: 
Stephanie Sahlin, individually and as representative
of the Class

Dated: April 13, 2021

HOSPITAL HOUSEKEEPING SYSTEMS, LLC

By: 
President, Risk and Compliance
Its: _____

IT IS SO STIPULATED BY COUNSEL:

Dated: April 9, 2021


BURSOR & FISHER, PA

By: 
Joseph I. Marchese
jmarshese@bursor.com
Philip L. Fraietta
pfraietta@bursor.com
BURSOR & FISHER, P.A.
888 Seventh Avenue
New York, New York 10019
Tel: (646) 837-7150
Fax: (212) 989-9163

*Attorneys for Class Representatives and the
Settlement Class*

Dated: April 14, 2021

LEWIS BRISBOIS BISGAARD & SMITH LLP

By: 
Mary A. Smigielski
mary.smigielski@lewisbrisbois.com
Michael J. Roman
michael.roman@lewisbrisbois.com
LEWIS BRISBOIS BISGAARD & SMITH LLP
550 West Adams Street, Suite 300
Chicago, IL 60661
Tel: (312) 463-3377
Fax: (312) 345-1778

*Attorneys for Defendant Hospital Housekeeping
Systems, LLC*

EXHIBIT A

HHS BIPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY **[CLAIMS DEADLINE]** AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Address Where You Lived When Working For Hospital Housekeeping Systems, LLC (if different)

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe to the best of my knowledge, information and belief that I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

I worked for Hospital Housekeeping Systems, LLC in the State of Illinois between November 30, 2015 and November 30, 2020, and had my Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Hospital Housekeeping Systems, LLC or its agent(s).

I have not filed for an Opt-Out or to be excluded from this Settlement.

I have not submitted any other Claim for the same account, have not authorized any other person or entity to do so on my behalf, and know of no other person or entity having done so on my behalf.

Under penalty of perjury, all information provided in this Claim Form is true and correct to the best of my knowledge, information and belief.

Signature: _____ Date: ____/____/____

Print Name: _____

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the information contained in this notice and available at **[SETTLEMENT WEBSITE]**. The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for \$950 or, if certain conditions are met, a *pro rata* share of the Net Settlement Fund, which may be less than \$950. This process takes time. Please be patient.

Questions, **visit [SETTLEMENT WEBSITE]** or call **[toll free number]**

EXHIBIT B

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS
INDICATE YOU ARE
EMPLOYED BY
HOSPITAL
HOUSEKEEPING
SYSTEMS, LLC IN THE
STATE OF ILLINOIS. YOU
MAY BE ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

HHS BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

A settlement has been reached in a class action lawsuit claiming that Defendant, Hospital Housekeeping Systems, LLC (“HHS”), unlawfully collected, captured, received, or otherwise disclosed its Illinois employees’ Biometric Identifiers and/or Biometric Information through its finger clock-in system. HHS denies the claims in the lawsuit, denies it did anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that HHS did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and uncertainty of continued litigation and possibility of a trial.

Am I a Class Member? Our records indicate that you are currently employed by HHS in the State of Illinois and may be a Class Member. Class Members are persons who worked or are currently working for HHS in Illinois and had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by HHS or its agent(s) from November 30, 2015 to November 30, 2020.

What Can I Get? If approved by the Court, a Settlement Fund in the total amount of \$801,800.00 will be established to pay all claims to the Settlement Class, including all notice and administration expenses, approved attorneys’ fees and costs, and an incentive award to the named plaintiff. **Once the Settlement becomes Final, and as long as you don’t exclude yourself from the Settlement Class, you will receive a \$950 payment via check or direct deposit, at HHS’s election.**

How Do I Get a Payment? Because you are an active HHS employee, you will automatically receive a \$950 payment, so long as you do not request to be excluded from the Settlement Class. If you are no longer employed by HHS after the Court approves the settlement, then you will receive your \$950 share of the Settlement Fund in the form of a check issued to your last known mailing address.

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than **[objection/exclusion deadline]**. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue HHS over the legal issues in the lawsuit. If you don’t exclude yourself from the Settlement Class, then you and/or your lawyer also have the right to appear before the Court, at your own cost, to object to the proposed settlement, if you wish to do so, but you don’t have to. Your written objection must be filed no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at **[SETTLEMENT WEBSITE]**. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments, and your claims relating to any alleged unlawful collection, capture, receipt, or disclosure of its Illinois employees’ Biometric Identifiers and/or Biometric Information by HHS will be released.

Who Represents Me? The Court has appointed Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at **_____m. on [date]** at the Williamson County Courthouse, 200 West Jefferson Street, Marion, IL 62959. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$5,000 from the Settlement Fund for her services in helping to bring and settle this case. HHS has agreed that Class Counsel may be paid attorneys’ fees out of the Settlement Fund in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 37.5% of the Settlement Fund but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement go to **[SETTLEMENT WEBSITE]**, contact the settlement administrator at **1- - -** or HHS BIPA Settlement Administrator, **[address]**, or call Class Counsel at 646-837-7150. Please do not telephone the Court to inquire about the settlement or the claims process.

HHS BIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT C

COURT AUTHORIZED NOTICE OF CLASS
ACTION AND PROPOSED SETTLEMENT

OUR RECORDS
INDICATE YOU WERE
FORMERLY EMPLOYED
BY HOSPITAL
HOUSEKEEPING
SYSTEMS, LLC IN THE
STATE OF ILLINOIS. YOU
MAY BE ENTITLED TO A
PAYMENT FROM A
CLASS ACTION
SETTLEMENT.

HHS BIPA Settlement
Settlement Administrator
P.O. Box 0000
City, ST 00000-0000



Postal Service: Please do not mark barcode

XXX—«ClaimID» «MailRec»

«First1» «Last1»

«C/O»

«Addr1» «Addr2»

«City», «St» «Zip» «Country»

By Order of the Court Dated: [date]

HHS BIPA SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE SUBMITTED ONLINE OR POSTMARKED BY [CLAIMS DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE SETTLEMENT AGREEMENT.

Instructions: Fill out each section of this form and sign where indicated.

Name (First, M.I., Last): _____

Current Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Address Where You Lived When Working For Hospital Housekeeping Systems, LLC (if different)

Email Address (optional): _____

Contact Phone #: (_____) _____ - _____ (You may be contacted if further information is required.)

Class Member Verification: By submitting this claim form and checking the boxes below, I declare that I believe to the best of my knowledge, information and belief that I am a member of the Settlement Class and that the following statements are true (each box must be checked to receive a payment):

I worked for Hospital Housekeeping Systems, LLC in the State of Illinois between November 30, 2015 and November 30, 2020, and had my Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by Hospital Housekeeping Systems, LLC or its agent(s).

I have not filed for an Opt-Out or to be excluded from this Settlement.

I have not submitted any other Claim for the same account, have not authorized any other person or entity to do so, and know of no other person or entity having done so on my behalf.

Under penalty of perjury, all information provided in this Claim Form is true and correct to the best of my knowledge, information and belief.

Signature: _____ Date: ____/____/____

Print Name: _____

Before you complete and submit this Claim Form by mail or online, you should read and be familiar with the information contained in this notice and available at [SETTLEMENT WEBSITE]. The Settlement Administrator will review your Claim Form; you may be required to submit additional documentation to validate your claim. If accepted, you will be mailed a check for \$950 or, if certain conditions are met, a *pro rata* share of the Net Settlement Fund, which may be less than \$950. This process takes time. Please be patient.

Questions, visit [SETTLEMENT WEBSITE] or call [toll free number]

A settlement has been reached in a class action lawsuit claiming that Defendant, Hospital Housekeeping Systems, LLC (“HHS”), unlawfully collected, captured, received, or otherwise disclosed its Illinois employees’ Biometric Identifiers and/or Biometric Information through its finger clock-in system. HHS denies the claims in the lawsuit, denies that it did anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that HHS did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. The parties have agreed to settle the dispute to avoid the cost and uncertainty of continued litigation and possibility of a trial.

Am I a Class Member? Our records indicate that you were formerly employed by HHS in the State of Illinois and may be a Class Member. Class Members are persons who worked or are currently working for HHS in Illinois and had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by HHS or its agent(s) from November 30, 2015 to November 30, 2020.

What Can I Get? If approved by the Court, a Settlement Fund in the total amount of \$801,800.00 will be established to pay all claims to the Settlement Class, including all notice and administration expenses, approved attorneys’ fees and costs, and an incentive award to the named plaintiff. **You must submit a claim to receive a \$950 payment via check as your share of the Settlement.**

How Do I Get a Payment? You must submit a timely and properly completed Claim Form no later than [claims deadline]. You may use the Claim Form attached to this Notice or you can submit one online at [SETTLEMENT WEBSITE].

What are My Other Options? You may exclude yourself from the Settlement Class by sending a letter to the settlement administrator no later than [objection/exclusion deadline]. If you exclude yourself, you cannot get a settlement payment, but you keep any rights you may have to sue HHS over the legal issues in the lawsuit. If you don’t exclude yourself from the Settlement Class, then you and/or your lawyer also have the right to appear before the Court, at your own cost, to object to the proposed settlement, if you wish to do so, but you don’t have to. Your written objection must be filed no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Settlement are available at [SETTLEMENT WEBSITE]. If you do nothing, and the Court approves the Settlement, you will be bound by all of the Court’s orders and judgments, and your claims relating to any alleged unlawful collection, capture, receipt, or disclosure of its Illinois employees’ Biometric Identifiers and/or Biometric Information by HHS will be released.

Who Represents Me? The Court has appointed Bursor & Fisher, P.A. to represent the class. These attorneys are called Class Counsel. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

When Will the Court Consider the Proposed Settlement? The Court will hold the Final Approval Hearing at [date] .m. on [date] at the Williamson County Courthouse, 200 West Jefferson Street, Marion, IL 62959. At that hearing, the Court will: hear any objections concerning the fairness of the Settlement; determine the fairness of the Settlement; decide whether to approve Class Counsel’s request for attorneys’ fees and costs; and decide whether to award the Class Representative up to \$5,000 from the Settlement Fund for her services in helping to bring and settle this case. HHS has agreed that Class Counsel may be paid attorneys’ fees out of the Settlement Fund in an amount to be determined by the Court. Class Counsel is entitled to seek no more than 37.5% of the Settlement Fund but the Court may award less than this amount.

How Do I Get More Information? This is only a summary. For more information, including the full Notice, Claim Form and Settlement Agreement go to [SETTLEMENT WEBSITE], contact the settlement administrator at 1- - - or HHS BIPA Settlement Administrator, [address], or call Class Counsel at 646-837-7150. Please do not telephone the Court to inquire about the settlement or the claims process.

HHS BIPA Settlement Administrator
c/o [Settlement Administrator]
PO Box 0000
City, ST 00000-0000

XXX

EXHIBIT D

CIRCUIT COURT OF WILLIAMSON COUNTY, ILLINOIS
FIRST JUDICIAL CIRCUIT

Sahlin v. Hospital Housekeeping Systems, LLC, Case No. 2021L28

IF YOU ARE OR WERE EMPLOYED BY HHS IN THE STATE OF ILLINOIS BETWEEN NOVEMBER 30, 2015 AND NOVEMBER 30, 2020, AND HAD YOUR BIOMETRIC IDENTIFIERS AND/OR BIOMETRIC INFORMATION COLLECTED, CAPTURED, RECEIVED, OR OTHERWISE OBTAINED OR DISCLOSED BY HHS OR ITS AGENT(S) YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS ACTION SETTLEMENT.

A court authorized this notice. You are not being sued. This is not a solicitation from a lawyer.

A Settlement has been reached in a class action lawsuit against Hospital Housekeeping Systems, LLC (“HHS”). The class action lawsuit involves whether HHS unlawfully collected, captured, received, or otherwise disclosed its Illinois employees’ Biometric Identifiers and/or Biometric Information through its finger clock-in system. HHS denies the claims in the lawsuit, denies that it did anything wrong, and denies that class certification is warranted or appropriate. The Court did not resolve any claims or defenses, and the parties have agreed to settle the dispute solely to avoid the cost and uncertainty of continued litigation.

- You are included in the class if you are or were employed by HHS in the state of Illinois between November 30, 2015 and November 30, 2020, and had your biometric identifiers and/or biometric information collected, captured, received, or otherwise obtained or disclosed by HHS or its agent(s).
- Current employees included in the Settlement will receive a \$950 payment from the Settlement Fund and former employees will be eligible to receive up to a \$950 payment from the Settlement Fund.
- Read this notice carefully. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	<p>If you are an active HHS employee, once the Settlement becomes Final, you will receive a \$950 payment from the Settlement Fund in the form of a check or via direct deposit, at HHS’s election. If you are no longer employed by HHS after the Court approves the settlement, then you still will receive your \$950 share of the Settlement Fund in the form of a check issued to your last known mailing address.</p> <p>If you are a former HHS employee, you must submit a claim to receive up to a \$950 payment from the Settlement Fund in the form of a check. If you are a former HHS employee and do nothing, you won’t get a share of the Settlement benefits and will give up your rights to sue HHS about the claims in this case.</p>

SUBMIT A CLAIM FORM BY [DATE]	<p>If you are a former HHS employee, this is the only way to receive a payment up to \$950.</p> <p>If you are an active HHS employee, you do not need to file a Claim Form. You will automatically receive a \$950 payment from the Settlement Fund, as long as you do not exclude yourself from the Settlement.</p>
EXCLUDE YOURSELF FROM THE CLASS BY [DATE]	<p>You will receive no benefits, but you will retain any rights you currently have to sue HHS about the claims in this case. Excluding yourself is the only option that allows you to ever bring or maintain your own lawsuit against HHS regarding the allegations in this case ever again.</p>
OBJECT BY [DATE]	<p>Write to the Court explaining why you don't like the Settlement and think it shouldn't be approved. Filing an objection does not exclude you from the Settlement.</p>

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

The Court in charge of this action has preliminarily approved the Settlement as fair, reasonable, and adequate, and must decide whether to give final approval to the Settlement. The relief provided to Class Members will be provided only if the Court gives final approval to the Settlement and, if there are any appeals, after the appeals are resolved in favor of the Settlement. ***Please be patient.***

BASIC INFORMATION

1. Why was this Notice issued?

A Court authorized this notice because you have a right to know about a proposed Settlement of this class action lawsuit and about all of your options, before the Court decides whether to give final approval to the Settlement. This Notice explains the lawsuit, the Settlement, and your legal rights.

The case is pending in the Circuit Court of Williamson County, Illinois, First Judicial Circuit. The case is called *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28. The person who sued is called the Plaintiff. The Defendant is Hospital Housekeeping Systems, LLC.

2. What is a class action?

In a class action, one or more people called class representatives (in this case, Stephanie Sahlin) sue on behalf of a group or a “class” of people who have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the Class.

3. What is this lawsuit about?

This lawsuit claims that HHS violated Illinois law by unlawfully collecting, capturing, receiving, or otherwise disclosing its Illinois employees' Biometric Identifiers and/or Biometric Information through its fingerprint clock-in system. HHS denies the claims in the lawsuit, denies that it did anything wrong and denies that class certification is warranted or appropriate. The Court did not resolve the claims and defenses raised in this action. Nor has the Court determined that HHS did anything wrong or that this matter should be certified as a class action except if the Settlement is fully approved by the Court. Rather, the Parties have, without admitting liability, agreed to settle the lawsuit to avoid the uncertainties and expenses associated with ongoing litigation.

4. Why is there a Settlement?

The Court has not decided whether the Plaintiff or HHS should win this case. Instead, both sides agreed to a Settlement. That way, they avoid the uncertainties and expenses associated with ongoing litigation, and Class Members will get compensation sooner rather than, if at all, after the completion of a trial.

The issuance of this Notice is not an expression of the Court's opinion on the merit or the lack of merit of the Representative Plaintiff's claims or the defenses in the lawsuit. Both parties recognize that to resolve the issues raised in the lawsuit would be time-consuming, uncertain, and expensive.

WHO'S INCLUDED IN THE SETTLEMENT?

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

The Court decided that everyone who fits the following description is a member of the **Settlement Class**:

All individuals who worked or are currently working for HHS in the State of Illinois who had their Biometric Identifiers and/or Biometric Information collected, captured, received, or otherwise obtained or disclosed by HHS or its agent(s) within the five-year period preceding the date of the Complaint.

THE SETTLEMENT BENEFITS

6. What does the Settlement provide?

Monetary Relief: A Settlement Fund has been created totaling \$801,800.00. Class Member payments as well as the cost to administer the Settlement, the cost to inform people about the Settlement, attorneys' fees and costs, and an award to the Class Representative, will come out of this fund (*see* Question 12).

Prospective Relief: HHS has represented that it is no longer using “biometric” time clocks in Illinois and agreed that should it reinstate them in Illinois, it will provide all notices and consents are required by Illinois law.

A detailed description of the settlement benefits can be found in the Settlement Agreement. [\[insert hyperlink\]](#)

7. How can I get a payment from the Settlement?

If you are an **active** HHS employee, you will automatically receive a \$950 payment via check or direct deposit, at HHS’s election, so long as you do not request to be excluded from the Settlement Class. If you are no longer employed by HHS after the Court approves the settlement, then you still will receive your \$950 share of the Settlement Fund in the form of a check issued to your last known mailing address.

If you are a **former** HHS employee, you must submit a timely and properly completed Claim Form **no later than [claims deadline]** to receive up to a \$950 payment. Claim Forms can be found and submitted on-line or you may have received a Claim Form in the mail as a postcard attached to a summary of this notice. To submit a Claim Form on-line or to request a paper copy, go to [\[SETTLEMENT WEBSITE\]](#) or call toll free, [1-800-000-0000](#).

8. When will I get my payment?

The hearing to consider the fairness of the settlement is scheduled for [\[Final Approval Hearing Date\]](#). If the Court approves the settlement, eligible Class Members whose claims were approved by the Settlement Administrator will receive their payment within 60 days after the Settlement has been finally approved and/or after any appeals process is complete. Class Members who are **active** HHS employees will receive their payments via check or direct deposit, at HHS’s election. Class members who are **former** HHS employees will receive their payment in the form of a check. All checks will expire and become void 90 days after they are issued.

REMAINING IN THE SETTLEMENT

9. What am I giving up if I stay in the Class?

If the Settlement becomes final, you will give up your right to sue HHS and other Released Parties for the claims being resolved by this Settlement. The specific claims you are giving up against HHS are described in the Settlement Agreement. You will be “releasing” HHS and certain of its affiliates, employees and representatives as described in Section 3.2 of the Settlement Agreement. Unless you exclude yourself (*see* Question 13), you are “releasing” the claims, regardless of whether you submit a claim or not. The Settlement Agreement is available through the “court documents” link on the website.

The Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer at your expense if you have questions about what this means.

10. What happens if I do nothing at all?

If you are an **active** HHS employee, once the Settlement becomes Final, you will receive a \$950 payment from the Settlement Fund in the form of a check or via direct deposit, at HHS's election.

If you are a **former** HHS employee, you must submit a claim to receive up to a \$950 payment. If you are a **former** HHS employee and do nothing, you won't get a share of the Settlement benefits and will give up your rights to sue HHS about the claims in this case.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Bursor & Fisher, P.A to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Settlement Agreement is fair, reasonable, and in the best interests of the Settlement Class. You will not be charged for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense.

12. How will the lawyers be paid?

Any Class Counsel attorneys' fees and costs awarded by the Court will be paid out of the Settlement Fund in an amount to be determined by the Court. The fee petition will seek no more than 37.5% of the Settlement Fund; the Court may award less than this amount. Under the Settlement Agreement, any amount awarded to Class Counsel will be paid out of the Settlement Fund.

Subject to approval by the Court, the Class Representative may be paid up to \$5,000 from the Settlement Fund.

EXCLUDING YOURSELF FROM THE SETTLEMENT

13. How do I get out of the Settlement?

To exclude yourself from the Settlement, you must mail or otherwise deliver a written request for exclusion stating that you want to be excluded from the *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28 settlement. Your letter or request for

exclusion must also include your name, your address, your signature, the name and number of this case, and a statement that you wish to be excluded. You must mail or deliver your exclusion request no later than **[objection/exclusion deadline]** to:

HHS BIPA Settlement
0000 Street
City, ST 00000

14. If I don't exclude myself, can I sue HHS for the same thing later?

No. Unless you exclude yourself, you give up any right to sue HHS for the claims being resolved by this Settlement.

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

No. If you exclude yourself, you will not receive any payment from the Settlement Fund.

OBJECTING TO THE SETTLEMENT

16. How do I object to the Settlement?

If you are a Class Member and 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 not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Settlement in *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28 and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for your objections. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Class Member, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. If you, or an attorney assisting you with your objection, have ever objected to any class action settlement where you or the objecting attorney has asked for or received payment in exchange for dismissal of the objection (or any related appeal) without modification to the settlement, you must include a statement in your objection identifying each such case by full case caption. You must also mail or deliver a copy of your letter or brief to Class Counsel and HHS's Counsel listed below.

Class Counsel will file with the Court and post on this website its request for attorneys' fees by **[two weeks prior to objection deadline]**.

If you want to appear and speak at the Final Approval Hearing to object to the Settlement, with or without a lawyer (explained below in answer to Question Number 20), you must say so in your letter or brief and file the objection with the Court and mail a copy to these two different places postmarked no later than **[objection**

deadline. **IF YOU DO NOT TIMELY MAKE YOUR OBJECTION, YOU WILL BE DEEMED TO HAVE WAIVED ALL OBJECTIONS AND WILL NOT BE ENTITLED TO SPEAK AT THE FAIRNESS HEARING.**

Court	Class Counsel	HHS's Counsel
Circuit Court of Williamson County, First Judicial Circuit, 200 West Jefferson Street Marion, IL 62959	Philip L. Fraietta Bursor & Fisher P.A. 888 Seventh Avenue New York, NY 10019	Mary A. Smigielski Lewis Brisbois Bisgaard & Smith LLP 550 West Adams Street, Suite 300 Chicago, IL 60661

17. 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 Class. Excluding yourself from the Class is telling the Court that you don't want to be part of the Class. If you exclude yourself, you have no basis to object because the Settlement no longer affects you.

THE COURT'S FINAL APPROVAL HEARING

18. When and where will the Court decide whether to approve the Settlement?

The Court will hold the Final Approval Hearing at [time] on **Month 00, 2020** at the Williamson County Courthouse, 200 West Jefferson Street, Marion, IL 62959. The purpose of the hearing will be for the Court to determine whether to approve the Settlement as fair, reasonable, adequate, and in the best interests of the Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representative. At that hearing, the Court will be available to hear any timely filed objections and arguments concerning the fairness of the Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check [SETTLEMENT WEBSITE] or call **1-800-000-0000**. If, however, you timely objected to the Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date of such Final Approval Hearing.

19. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. If you send an objection or comment, you don't have to come to Court to talk about it. As long as you filed and mailed your written objection on time, the Court will consider it. You may also pay another lawyer to attend, but it's not required.

20. May I speak at the hearing?

Yes. So long as you timely filed an objection to the settlement, you may ask the Court for permission to speak at the Fairness Hearing, but do not have to. To do so, you must include in your letter or brief objecting to the settlement a statement saying that it is your “Notice of Intent to Appear in *Sahlin v. Hospital Housekeeping Systems, LLC*, Case No. 2021L28.” It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than **[objection deadline]**, and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Notice summarizes the Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement at **[SETTLEMENT WEBSITE]**. You may also write with questions to **HHS BIPA Settlement, P.O. Box 0000, City, ST 00000**. You can call the Settlement Administrator at **1-800-000-0000** or Class Counsel at 1-646-837-7150, if you have any questions. Before doing so, however, please read this full Notice carefully. You may also find additional information elsewhere on the case website. Please do not telephone the Court to inquire about the settlement or the claims process.