

SETTLEMENT AGREEMENT AND RELEASE AGREEMENT

This Settlement Agreement and Release (“Agreement” or “Settlement Agreement”) is entered into by and between Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services “Defendant” or “Providence”), and Yvette Johnson (“Plaintiff”) both individually and on behalf of the Settlement Class, in the case of *Yvette Johnson v. Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services*, Case No. 2019-CH-1813, currently pending in the Circuit Court of Cook County, Illinois, Chancery Division. Defendant and Plaintiff are each referred to as a “Party” and are collectively referred to herein as the “Parties.”

I. FACTUAL BACKGROUND AND RECITALS

1. On February 13, 2019 Plaintiff Yvette Johnson filed a class action lawsuit against Providence alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS § 14/1, *et seq.* (“BIPA”) and a common law count of negligence in the Circuit Court of Cook County, Illinois (the “Litigation”). The case was assigned to the Honorable Raymond Mitchell.
2. On May 24, 2019 Defendant filed Defendant’s Section 2-619.1 Motion to Dismiss. Prior to responding to the Motion, Plaintiff filed a Motion for Substitution of Judge which was granted on June 4, 2019 and the case was reassigned to Judge Sanjay Tailor. After this reassignment, the Parties began discussing the possibility of settlement and the Parties agreed that Plaintiff need not respond to the Motion unless those discussions did not result in a settlement of the Litigation.
3. On September 17, 2019, the Parties participated in a formal, full-day mediation session with the Honorable Philip Bronstein (Ret.) of ADR Systems in Chicago, Illinois.
4. Following arms-length negotiations, the Parties have negotiated a settlement with the assistance of Judge Bronstein by which the Parties agree and hereby wish to resolve all matters pertaining to, arising from, or associated with the Litigation, including all claims Plaintiff and Settlement Class Members have or may have had against Defendant and related persons and entities, as set forth herein.
5. The Parties have agreed to settle the Litigation on the terms and conditions set forth herein in recognition that the outcome of the Litigation is uncertain and that achieving a final result through litigation would require substantial additional risk, uncertainty, discovery, time and expense.
6. Providence denies all charges of wrongdoing or liability of any kind whatsoever that Plaintiff or Settlement Class Members have asserted in this Litigation or may in the future assert. Despite Defendant’s belief that it is not liable for, and has good defenses to, the claims alleged in the Litigation, Defendant desires to settle the Litigation, and thus avoid the expense, risk, exposure, inconvenience, uncertainty, and distraction of continued litigation of any action or proceeding relating to the

matters being fully settled and finally put to rest in this Settlement Agreement. Neither this Settlement Agreement, nor any negotiation or act performed or document created in relation to the Settlement Agreement or negotiation or discussion thereof is, or may be deemed to be, or may be used as, an admission of, or evidence of, any wrongdoing or liability.

7. Following arms-length negotiations, including mediation before an experienced mediator, the Parties now seek to enter into this Settlement Agreement. Plaintiff and Class Counsel have conducted an investigation into the facts and the law regarding the Litigation and have concluded that a settlement according to the terms set forth below is fair, reasonable, and adequate, and beneficial to and in the best interests of Plaintiff and the Settlement Class recognizing: (1) the existence of complex and contested issues of law and fact; (2) the risks inherent in litigation; (3) the likelihood that future proceedings will be unduly protracted and expensive if the proceeding is not settled by voluntary agreement; (4) the magnitude of the benefits derived from the contemplated settlement in light of both the maximum potential and likely range of recovery to be obtained through further litigation and the expense thereof, as well as the potential of no recovery whatsoever; and (5) Plaintiff's determination that the settlement is fair, reasonable, adequate, and will substantially benefit the Settlement Class Members.
8. Considering the risks and uncertainties of continued litigation and all factors bearing on the merits of settlement, the Parties are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, adequate, and in their respective best interests.
9. In consideration of the covenants, agreements, and releases set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is agreed by and among the undersigned that the Litigation be settled and compromised, and that the Releasing Parties release the Released Parties of the Released Claims, subject to the approval of the Court, on the following terms and conditions.

II. DEFINITIONS

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

10. "Administrative Expenses" shall mean expenses associated with the Settlement Administrator, including but not limited to costs in providing Notice, communicating with Settlement Class Members, and disbursing payments to the proposed Settlement Class Members.
11. "Class," "Settlement Class," "Class Member," or "Settlement Class Member" shall mean each member of the Settlement Class, as defined in Section III of this Agreement, who does not timely elect to be excluded from the Settlement Class.

12. “Class Counsel” shall mean David Fish and John Kunze of The Fish Law Firm, P.C..
13. “Class Period” shall mean February 13, 2014, through date of entry of the Preliminary Approval Order.
14. “Counsel” or “Counsel for the Parties” means both Class Counsel and Defendant’s Counsel, collectively.
15. “Court” shall mean Judge Tailor of the Circuit Court of Cook County, Illinois, or any other judge who shall have jurisdiction over the pending Litigation.
16. “Defendant” shall mean Resthaven Illiana Christian Convalescent Home d/b/a Providence Life Services.
17. “Defendant’s Counsel” shall mean Debra R. Bernard of Perkins Coie, LLP.
18. “Effective Date” shall mean the date when the Settlement Agreement becomes Final.
19. “Escrow Account” means the separate interest-bearing escrow account to be established by the Settlement Administrator under terms acceptable to Class Counsel and Providence at a depository institution insured by the Federal Deposit Insurance Corporation. The money in the Escrow Account shall be invested in the following types of accounts and/or instruments and no other: (a) demand deposit accounts and/or (b) time deposit accounts and certificates of deposit, in either case with maturities of forty-five (45) days or less. Any interest earned on the Escrow Account shall inure to the benefit of the Settlement Class as part of the Settlement Payment, if practicable. The Settlement Administrator shall be responsible for all tax filings with respect to the Escrow Account.
20. “Fee and Expense Application” shall mean the motion to be filed by Class Counsel, in which they seek approval of an award of attorneys’ fees, costs, and expenses, as well as an Incentive Award for the Class Representative.
21. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs and expenses awarded by the Court to Class Counsel.
22. “Final” means the Final Approval Order that has been entered on the docket, and (a) the time to appeal from such order has expired and no appeal has been timely filed; (b) if such an appeal has been filed, it has been finally resolved and has resulted in an affirmation of the Final Approval Order; or (c) the Court following the resolution of the appeal enters a further order or orders approving settlement on the material terms set forth herein, and either no further appeal is taken from such order(s) or any such appeal results in affirmation of such order(s).

23. “Final Approval Hearing” means the hearing before the Court where the Plaintiff will request a judgment to be entered by the Court approving the Settlement Agreement, approving the Fee Award, and approving an Incentive Award to the Class Representative.
24. “Final Approval Order” shall mean an order entered by the Court that:
- i. Certifies the Settlement Class pursuant to 735 ILCS 5/2-801;
 - ii. Finds that the Settlement Agreement is fair, reasonable, and adequate, was entered into in good faith and without collusion, and approves and directs consummation of this Agreement;
 - iii. Dismisses Plaintiff’s claims pending before it with prejudice and without costs, except as explicitly provided for in this Agreement;
 - iv. Approves the Release provided in Section VII and orders that, as of the Effective Date, the Released Claims will be released as to Released Parties;
 - v. Reserves jurisdiction over the Settlement and this Agreement; and
 - vi. Finds that, pursuant to 735 ILCS 5/2-1301, there is no just reason for delay of entry of final judgment with respect to the foregoing.
25. “Incentive Award” shall have the meaning ascribed to it as set forth in Section XV of this Agreement.
26. “Litigation” shall mean the action pending in the Circuit Court of Cook County, Illinois, captioned *Yvette Johnson v. Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services*, Case No. 2019-CH-1813., (Cir. Ct. Cook Cnty.)
27. “Notice” means the direct notice of this proposed Settlement, which is to be provided substantially in the manner set forth in this Agreement and Exhibit 1, and is consistent with the requirements of Due Process and 735 ILCS 5/2-801.
28. “Notice Date” means the date upon which the Notice is first disseminated to the Settlement Class, which shall be a date no later than twenty-eight (28) days after entry of Preliminary Approval.
29. “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 postmarked and/or filed with the Court, or electronically submitted (for exclusion requests), which shall be designated as a date

approximately sixty (60) days after entry of the Preliminary Approval Order, or such other date as ordered by the Court.

30. “Parties” shall mean Plaintiff and Defendant, collectively.
31. “Plaintiff” or “Class Representative” shall mean the named class representative, Yvette Johnson.
32. “Preliminary Approval Order” shall mean the Court’s Order preliminarily approving the Settlement Agreement, certifying the Settlement Class for settlement purposes, and directing Notice of the Settlement to the Settlement Class substantially in the form of the Notice set forth in this Agreement.
33. “Providence” shall mean and include the following entities: Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services, Timothy Place d/b/a Park Place of Elmhurst, NFP Providence Operations, LLC, Park Place Christian Community of St. John, Inc., Christian Living Campus, NFP Providence Management and Development Company Incorporated.
34. “Related Actions” shall mean any proceedings, other than the Litigation, that allege that Defendant violated BIPA or any related statutes or common law claims, that were or could have been brought by a plaintiff who alleged they had their biometrics taken by Defendant.
35. “Released Claims” shall mean any and all actual, potential, filed, unfiled, 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 unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on BIPA or other federal, state, local, statutory common law or any other law, including the law of any jurisdiction outside of the United States, against the Released Parties, or any of them, arising out of or relating to the facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the alleged capture, collection, storage, possession, transmission, conversion, purchase, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, re-disclosure, dissemination, and/or protection from disclosure and/or other use of alleged biometric identifiers and/or biometric information in connection with Defendant, including but not limited to all claims that could have been brought under BIPA and in the Litigation relating to such allegedly biometric information and/or finger-scans belonging to any of the Releasing Parties.
36. “Released Parties” shall refer, jointly and severally, and individually and collectively, to Defendant and Providence and its past and present heirs, executors, estates, administrators, parents, predecessors, successors, sister and affiliated

companies and related entities, holding companies, brands, subsidiaries, employees, employers, representatives, principals, members, attorneys, accountants, financial and other advisers, investment bankers, agents, directors, officers, shareholders, investors, board members, assigns, consultants, independent contractors, insurers, reinsurers, employee benefit plans, underwriters, and partners, as well as any contractors, timekeeping hardware, software or other vendors, or other individuals or entities in which Providence has a controlling interest, or any representatives of any of these persons or entities.

37. “Releasing Parties” shall refer, jointly and severally, and individually and collectively, to Plaintiff, the Settlement Class Members, and to each of their predecessors, successors, heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys (including Class Counsel), accountants, financial and other advisers, investment bankers, underwriters, and lenders, of each of the foregoing, and anyone claiming by, through, derivatively, or on behalf of them.
38. “Settlement Administrator” means the administrator selected jointly by the parties through their counsel, or if they cannot agree, as approved by the Court to administer the settlement.
39. “Settlement Administration Expenses” means the expenses incurred in or relating to administering the Settlement, providing Notice, mailing checks for Settlement Payments to Settlement Class Members and other requested duties relating to the Settlement.
40. “Settlement Class Member” or “Class Member” means a person who falls within the definition of the Settlement Class and who does not submit a valid request for exclusion from the Settlement Class.
41. “Settlement Fund” means the non-revisionary fund to be established by Defendant in the amount of \$3,000,000.00 (Three Million Dollars).
42. “Settlement Payment” means a *pro rata* portion of the Settlement Fund less any Fee Award, Incentive award to the Class Representative, and the Settlement Administration Expenses.
43. “Settlement Website” means a website established and administered by the Settlement Administrator which shall contain information about the Settlement, this Settlement Agreement, and all Court documents related to the Settlement. The URL of the Settlement Website shall be ProvidenceBIPASettlement.com or such other URL as the Parties may subsequently agree to.

III. SETTLEMENT CLASS CERTIFICATION

44. For the purposes of the Settlement only, the Parties stipulate and agree that: (1) the Class shall be certified in accordance with the definition contained in Paragraph - 46, below; (2) Plaintiff shall represent the Class for settlement purposes and shall be the Class Representative; and (3) Plaintiff's Counsel shall be appointed as Class Counsel.
45. Defendant does not consent to certification of the Class for any purpose other than to effectuate the Settlement. If the Court does not enter Final Approval of the Settlement, or if for any other reason final approval of the Settlement does not occur, is successfully objected to, or challenged on appeal, any certification of any Class will be vacated and the Parties will be returned to their positions with respect to the Litigation as if the Agreement had not been entered into. In the event that Final Approval of the Settlement is not achieved: (a) any Court orders preliminarily or finally approving the certification of any class contemplated by this Agreement shall be null, void, and vacated, and shall not be used or cited thereafter by any person or entity; and (b) the fact of the settlement reflected in this Agreement, that Defendant did not oppose the certification of a Class under this Agreement, or that the Court preliminarily approved the certification of a Class, shall not be used or cited thereafter by any person or entity, including in any manner whatsoever, including without limitation in any contested proceeding relating to the certification of any class.
46. Subject to Court approval, the following Settlement Class shall be certified for settlement purposes:
- “All individuals who worked for or are currently working for Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services, Timothy Place d/b/a Park Place of Elmhurst, NFP Providence Operations, LLC, Park Place Christian Community of St. John, Inc., Christian Living Campus, and/or NFP Providence Management and Development Company Incorporated. who had their fingerscan and/or fingerprint and/or associated biometric data scanned, captured, possessed, obtained, converted, collected, shared, taken, transmitted, used, stored, disclosed, re-disclosed, disseminated or otherwise used by the timekeeping systems used at a any of the above facilities in the State of Illinois from February 13, 2014 to [date of Preliminary Approval Order]”
47. Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family. Defendant has represented to Class Counsel that approximately 3,352 persons are members of the Settlement Class.

IV. SETTLEMENT OF LITIGATION AND ALL CLAIMS AGAINST RELEASED PARTIES

48. Final approval of this Settlement Agreement will settle and resolve with finality, on behalf of the Plaintiff and the Settlement Class, the Litigation, any Related

Actions, and the Released Claims and any other claims that have been brought, could have been brought, or could be brought now or at any time in the future against the Released Parties by the Releasing Parties in the Litigation, Related Actions, or any other proceeding arising out of, in any manner related to, or connected in any way with the Released Claims.

V. SETTLEMENT FUND

49. Establishment of Settlement Fund

- a. Within seven (7) days after the entry of the Preliminary Approval Order, Defendant shall fund the Settlement Fund in the amount estimated by the Settlement Administrator to effectuate the administration of the settlement as described herein but in any event not more than \$35,000.00 (Thirty Five Thousand Dollars) to pay for Administrative Expenses. Within three (3) business days of the Effective Date, Defendant shall fund the remainder of the Settlement Fund as needed to satisfy the categories of payments set forth in paragraph 50 below, consistent with the provisions of Section XV. Provided that this Agreement is finally approved by the Court without material change, material amendment, or material modification, the Settlement Fund will be used to satisfy the Settlement Payment to Class Members in exchange for a comprehensive release and the covenants set forth in this Agreement, including, without limitation, a full, fair and complete release of Released Parties from Released Claims, and dismissal of the Litigation with prejudice.
- b. The amount to be paid by Defendant under this Section shall be provided by Defendant to the Settlement Administrator and maintained by an escrow agent as a Court-approved Qualified Settlement Fund pursuant to Section 1.468B-1 et seq. of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended, and shall be deposited in an interest-bearing account as set forth above.
- c. If the Settlement Agreement is not finally approved, the Settlement Fund belongs to Defendant, less any Administrative Expenses incurred and paid to date. Plaintiff shall have no financial responsibility for any Administrative Expenses paid out of the Settlement Fund in the event that the Settlement Agreement is not finally approved.
- d. The Settlement Fund represents the total extent of Defendant's monetary obligations under the Settlement Agreement. Defendant's contribution to the Settlement Fund shall be fixed under this Section and be final. Defendant shall have no obligation to make further payments into the Settlement Fund and shall have no financial responsibility or obligation relating to the Settlement beyond the Settlement Fund.

- e. The Court may require changes to the method of allocation to Settlement Class Members without invalidating this Settlement Agreement, provided that the other material terms of the Settlement Agreement are not altered, including but not limited to the scope of the Release, the scope of the Settlement Class, and the amount of the Settlement Fund.

50. Settlement Payments to Settlement Class Members

- a. The Settlement Administrator shall send each Settlement Class Member a Settlement Payment by check within twenty-eight (28) days of the Effective Date via First Class U.S. Mail to their last known mailing address, as updated through the NCOA database if necessary by the Settlement Administrator.
- b. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within ninety (90) days after the date of issuance.
- c. To the extent that a check issued to a Settlement Class Member is not cashed within ninety (90) days after the date of issuance, that check will be void. A second check will be issued to that Settlement Class Member (“Second Check”). The Second Check shall be cashed within 90 days of mailing of the Second Check. If the Second Check is not cashed within that time frame, the Second Check will be void. If the amount of the uncashed Second Checks, totals more than \$25,000, an additional check will be issued, on a *pro rata* basis to Settlement Class Members who cashed the Settlement Payment. If the amount of uncashed Second Checks is less than \$25,000, the remaining funds shall be distributed to Prairie State Legal Services pursuant to 735 ILCS 5/2-807(b) agreed to by the parties or decided by the Court.
- d. In no event shall any amount paid by Defendant into the Escrow Account revert to Providence.

51. Procedure for Approving Settlement

- a. **Unopposed Motion for Preliminary Approval of the Settlement by the Court.**
 - i. Plaintiff will file an unopposed motion for an order conditionally certifying the Settlement Class, giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice and Claim Form (the “Unopposed Motion for Preliminary Approval”).
 - ii. At the hearing on the Unopposed Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the

Unopposed Motion for Preliminary Approval, and submit a proposed order granting conditional certification of the Class and preliminary approval of the Settlement; appointing the Class Representative and Class Counsel; approving the Claim Form and the forms of notice to the Settlement Class; and setting the Final Approval Hearing.

- iii. For the purposes of the Settlement and the proceedings contemplated herein only, the Parties stipulate and agree that the Class shall be conditionally certified in accordance with the definition contained above, that Plaintiff shall be conditionally appointed class representative for the Class, and that Plaintiff's Counsel shall be conditionally appointed as counsel for the Class. Should the Court decline to preliminarily approve any material aspect of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, and the Parties will revert to their prior positions in the Action as if the Settlement had not occurred.

VI. PROSPECTIVE RELIEF

52. Without admitting any liability, Defendant and/or Providence agree that if it elects to resume or continue the use of the fingerscan time clocks, Defendant and/or Providence shall take all steps necessary to comply with the Illinois Biometric Information Privacy Act by obtaining written releases from Illinois employees who use a time clock with a finger-scanning option, making BIPA-required disclosures, and establishing a publicly available retention policy. Such policy shall create a retention schedule and guidelines for permanently destroying "biometric identifiers" and "biometric information," as those terms are defined by BIPA, when the initial purpose for collecting or obtaining such identifiers or information has been satisfied or within three (3) years of the individual's last interaction with Providence, whichever occurs first.

VII. RELEASE

53. In addition to the effect of any final judgment entered in accordance with this Agreement, upon final approval of this Agreement, and for other valuable consideration as described herein, Released Parties shall be completely released, acquitted, and forever discharged from any and all Released Claims
54. As of the Effective Date, and with the approval of the Court, all Releasing Parties hereby fully, finally, and forever release, waive, discharge, surrender, forego, give up, abandon, and cancel any and all Released Claims against Released Parties. As of the Effective Date, all Releasing Parties will be forever barred and enjoined from prosecuting any action against the Released Parties asserting any and/or all Released Claims. All Releasing Parties, and anyone else purporting to act on behalf

of, for the benefit of, or derivatively for any of them, are permanently barred from filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from any other lawsuit, arbitration, or administrative, regulatory, or other proceeding, in any jurisdiction or forum, that is based upon, arises out of, or relates to any Released Claim, including, without limitation, any claim that is based upon, arises out of, or relates to (i) the Litigation or the transactions and occurrences referred to in the Litigation or (ii) Defendant's practice of capturing, collecting, obtaining, storing, disseminating, transmitting and/or using the fingerscan data, the alleged biometric identifiers and /or biometric information of individuals.

55. As of the Effective Date, Plaintiff and each Settlement Class Member hereby waives and relinquishes to the fullest extent permitted by law, the provisions, rights, and benefits of any law of the United States or any state or territory of the United States, or principle of common law, which is similar, comparable, or equivalent to California Civil Code Section 1542. Each Releasing Party hereby certifies that he or she is aware of and has read and reviewed the following provision of California Civil Code Section 1542:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

56. The provisions of the Released Parties' release shall apply according to their terms, regardless of any provision of law or legal authority similar to California Civil Code Section 1542.
57. Each Releasing Party waives any and all defenses, rights, and benefits that may be derived from the provisions of applicable law in any jurisdiction that, absent such waiver, may limit the extent or effect of the release contained in this Agreement.

VIII. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

58. This Settlement shall be subject to approval of the Court. As set forth in Section XIV, Defendant shall have the right to withdraw from the Settlement if the Court does not approve the material aspects of the Settlement.
59. Plaintiff, through 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, certification of the Settlement Class, appointment of Class Counsel and the Class Representative, and entry of the Preliminary Approval Order, substantially in the form of Exhibit2, which order

shall seek a Final Approval Hearing date and approve the Notices for dissemination in accordance with the Notice Plan.

60. At the time of the submission of this Settlement Agreement to the Court as described above, the Parties shall request that, after Notice is given, the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order and approve the settlement of the Litigation as set forth herein.
61. At least fourteen (14) days prior to the Final Approval Hearing, or by some other date if so directed by the Court, Plaintiff will move for (i) final approval of the Settlement; (ii) final appointment of the Class Representative and Class Counsel; and (iii) final certification of the Settlement Class, including for the entry of a Final Approval Order, and file a memorandum in support of the motion for final approval.

IX. NOTICE TO PROPOSED SETTLEMENT CLASS MEMBERS

62. Class List

- a. *Class List.* Providence shall provide the Settlement Administrator and Class Counsel a list of all names, e-mail addresses (if known), and telephone numbers (if known) and last known U.S. mail addresses of all persons in the Settlement Class (the “Class List”) as soon as practicable, but by no later than twenty-one (21) days after the execution of this Agreement in Excel or such other format as requested by the Settlement Administrator. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity, mailing, and e-mail addresses of all persons strictly confidential. The Class List may not be used by the Settlement Administrator for any purpose other than advising specific individual Settlement Class Members of their rights, mailing Settlement Payments, and otherwise effectuating the terms of the Settlement Agreement or the duties arising thereunder, including the provision of Notice of the Settlement.
- b. *Direct Notice.* No later than the Notice Date, the Settlement Administrator shall send Notice via e-mail substantially in the form attached as Exhibit 1 to all persons in the Settlement Class for whom an email address is available on the Class List. In addition, the Settlement Administrator shall, no later than the Notice Date, send via First Class U.S. Mail substantially in the form the notice attached as Exhibit 1, to each physical address in the Class List.
- c. *Internet Notice.* Within ten (10) days after the entry of Preliminary Approval, Class Counsel will post on its Internet site this Agreement and the details of the Class settlement.

- d. *Content of Notice.* The Notice shall advise the Settlement Class of their rights under the Settlement, including the right to be excluded from or object to the Settlement Agreement or its terms as set forth herein. The Notice shall specify that any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received 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 an objection shall file notice of his or her intention to do so and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, (b) file copies of such papers through the Court's electronic filing system, and (c) send copies of such papers via mail, hand, or overnight delivery service to Class Counsel and to Providence's Counsel.

X. EXCLUSIONS

63. Exclusion Period

- a. Settlement Class Members will have up to and including forty five (45) days following entry of the Preliminary Approval Order to exclude themselves from the Settlement in accordance with this Section. If the Settlement is finally approved by the Court, all Settlement Class Members who have not excluded themselves by the end of the Objection/Exclusion Deadline will be bound by the Settlement and will be deemed a Releasing Party as defined herein, and the relief provided by the Settlement will be their sole and exclusive remedy for the claims alleged by the Settlement Class.

64. Exclusion Process

- a. A member of the Settlement Class may request to be excluded from the Settlement Class in writing by a request postmarked, or submitted electronically via the Settlement Website, on or before the Objection/Exclusion Deadline.
- b. In order to exercise the right to be excluded, a member of the Settlement Class must timely send a written request for exclusion to the Settlement Administrator providing his/her name, address, and telephone number; the name and number of this case; a statement that he/she wishes to be excluded from the Settlement Class; and a signature. A request to be excluded that is sent to an address other than that designated in the Class Notice, or that is not electronically submitted or postmarked within the time specified, shall be invalid and the person serving such a request shall be considered a member of the Settlement Class and shall be bound as Settlement Class Members by the Agreement, if approved.

- c. Any member of the Settlement Class who elects to be excluded shall not: (i) be bound by any Final Approval Order or judgment; (ii) be entitled to relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to any aspect of this Settlement Agreement.
- d. The request for exclusion must be personally signed by the person requesting exclusion. So-called “mass” or “class” exclusion requests shall not be allowed.
- e. Within three (3) business days after the Objection/Exclusion Deadline, the Settlement Administrator shall provide Class Counsel and Defendant’s Counsel a written list reflecting all timely and valid exclusions from the Settlement Class.
- f. A list reflecting all individuals who timely and validly excluded themselves from the Settlement shall also be filed with the Court at the time of the motion for final approval of the Settlement.

XI. OBJECTIONS

- 65. Any objection to this Settlement Agreement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing only if, on or before the Objection/Exclusion Deadline approved by the Court, the person making an objection shall file notice of his/her intention to do so and at the same time: (i) file copies of such papers he/she proposes to submit at the Final Approval Hearing with the Clerk of the Court; and (ii) send copies of such papers via United States mail, hand delivery, or overnight delivery to both Class Counsel and Defendant’s Counsel. A copy of the objection must also be mailed to the Settlement Administrator at the address that the Settlement Administrator will establish to receive requests for exclusion or objections, Claim Forms, and any other communication relating to this Settlement.
- 66. Any Settlement Class Member who intends to object to this Settlement must include in any such objection: (i) his/her full name, address and current telephone number; (ii) the name and number of this case; (iii) the location(s) at which he/she was employed and had their finger scan captured or collected by Defendant; (iv) all grounds for the objection, with factual and legal support for the stated objection, including any supporting materials; (v) the identification of any other objections he/she has filed, or has had filed on his/her behalf, in any other class action cases in the last four years; and (vi) the objector's signature. If represented by counsel, the objecting Settlement Class Member must also provide the name and telephone number of his/her counsel. If the objecting Settlement Class Member intends to appear at the Final Approval Hearing, either with or without counsel, he/she must state as such in the written objection, and must also identify any witnesses he/she may call to testify at the Final Approval Hearing and all exhibits he/she intends to

introduce into evidence at the Final Approval Hearing, which must also be attached to, or included with, the written objection.

67. Any Settlement Class Member who fails to timely file and serve a written objection and notice of intent to appear at the Final Approval Hearing pursuant to this Agreement, shall not be permitted to object to the approval of the Settlement at the Final Approval Hearing and shall be foreclosed from seeking any review of the Settlement or the terms of the Agreement by appeal or other means.

XII. FINAL APPROVAL HEARING

68. The Parties will jointly request that the Court hold a Final Approval Hearing approximately ninety (90) days after entry of the Preliminary Approval Order. At the Final Approval Hearing, the Parties will request that the Court consider whether the Settlement Class should be certified as a class pursuant to 735 ILCS § 5/2-801 for settlement and, if so, (i) consider any properly-filed objections, (ii) determine whether the Settlement is fair, reasonable and adequate, was entered into in good faith and without collusion, and should be approved, and shall provide findings in connections therewith, and (iii) enter the Final Approval Order, including final approval of the Settlement Class and the Settlement Agreement, and a Fee Award.

XIII. FINAL APPROVAL ORDER

69. The Parties shall jointly seek entry of a Final Approval Order, the text of which the Parties shall agree upon. The dismissal orders, motions or stipulation to implement this Section shall, among other things, seek or provide for a dismissal with prejudice and waiving any rights of appeal.
70. The Parties shall jointly submit to the Court a proposed Final Approval Order that, without limitation:
 - a. Approves finally this Agreement and its terms as being a fair, reasonable, and adequate settlement as to the Settlement Class Members within the meaning of 735 ILCS 5/2-801 and directing its consummation according to its terms;
 - b. Dismisses, with prejudice, all claims of the Settlement Class against Defendant in the Litigation, without costs and fees except as explicitly provided for in this Agreement; and
 - c. Reserves continuing and exclusive jurisdiction over the Settlement and this Agreement, including but not limited to the Litigation, the Settlement Class, the Settlement Class Members, Defendant, and the Settlement for the purposes of administering, consummating, supervising, construing and enforcing the Settlement Agreement and the Settlement Fund.

71. Class Counsel shall obtain dismissal with prejudice of the Litigation and take all steps necessary and appropriate to otherwise effectuate all aspects of this Agreement.

XIV. TERMINATION OF THE SETTLEMENT

72. The Settlement is conditioned upon preliminary and final approval of the Parties' written Settlement Agreement, and all terms and conditions thereof without material change, material amendments, or material modifications by the Court (except to the extent such changes, amendments or modifications are agreed to in writing between the Parties). All exhibits attached hereto are incorporated into this Settlement Agreement. Accordingly, either Party may elect to terminate and cancel this Settlement Agreement within ten (10) days of any of the following events:
- a. This Settlement Agreement is changed in any material respect to which the Parties have not agreed in writing.
 - b. The Court refuses to grant preliminary approval of this Agreement;
 - c. The Court refuses to grant final approval of this Agreement in any material respect; or
 - d. The Court refuses to enter a final judgment in this Litigation in any material respect.
73. In the event the Settlement Agreement is not approved or does not become final, or is terminated consistent with this Settlement Agreement, the Parties, pleadings, and proceedings will return to the *status quo ante* as if no settlement had been negotiated or entered into, and the Parties will negotiate in good faith to establish a new schedule for the Litigation.

XV. ATTORNEYS' FEES, COSTS AND EXPENSES AND INCENTIVE AWARD

74. At least fourteen (14) days prior to the Final Approval Hearing, Class Counsel will move the Court for an award of attorneys' fees in an amount up to one-third (1/3) of the Settlement Fund plus any costs and expenses. Defendant agrees not to oppose an application for attorneys' fees, costs and expenses by Class Counsel in such an amount. Class Counsel, in turn, agrees not to seek or accept attorneys' fees in excess of such amount from the Court. The Fee Award shall be paid solely from the Settlement Fund by wire transfer or check from the Settlement Administrator to an account designated by Class Counsel.
75. Notwithstanding any contrary provision of this Agreement, the Court's consideration of the Fee Award is to be conducted separately from the Court's consideration of the fairness, reasonableness, and adequacy of the Settlement Agreement, and any award made by the Court with respect to Class Counsel's

attorneys' fees or expenses, or any proceedings incident thereto, including any appeal thereof, shall not operate to terminate or cancel this Agreement or be deemed material thereto.

76. Prior to or at the same time as Plaintiff seeks final approval of the Settlement Agreement, Class Counsel shall move the Court for an Incentive Award for the Class Representative in an amount not to exceed \$7,500.00 (Seven Thousand Five Hundred Dollars), and Defendant agrees that it will not oppose such a request. The Incentive Award and Fee Award shall be paid solely from the Settlement Fund by check written by the Settlement Administrator within seven (7) days of the Effective Date and delivered to Class Counsel. In no event will Defendant's liability hereunder for the Fee Award, Administration Expenses, and/or an Incentive Award or any other fees, costs or expenses exceed its funding obligations set out this Agreement. Defendant shall have no financial responsibility for this Settlement Agreement outside of the Settlement Fund. Defendant shall have no further obligation for attorneys' fees or expenses to any counsel representing or working on behalf of either one or more individual Settlement Class Members or the Settlement Class. Defendant will have no responsibility, obligation or liability for allocation of fees and expenses by or among Class Counsel.

XVI. MISCELLANEOUS REPRESENTATIONS

77. The Parties agree that the Settlement Agreement provides fair, equitable and just compensation, and a fair, equitable, and just process for determining eligibility for compensation for any given Settlement Class Member related to the Released Claims.
78. The Parties (i) acknowledge that it is their intent to consummate this Settlement Agreement, and (ii) 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 and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Agreement. Class Counsel and Defendant's Counsel agree to cooperate with each other in seeking Court approval of the Preliminary Approval Order, the Settlement Agreement, and the Final Approval Order, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement.
79. 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 Plaintiff and the Settlement Class, and each or any of them, on the one hand, against the Released Parties, on the other hand. Accordingly, the Parties agree not to assert in any forum that the Litigation was brought by Plaintiff, or defended by Defendant, in bad faith or without a reasonable basis.

80. Nothing express or implied in this Agreement is intended or shall be construed to confer upon or give any person or entity other than the Parties, Released Parties, and Settlement Class Members any right or remedy under or by reason of this Agreement. The Released Parties are intended third-party beneficiaries of this Agreement with respect to the Released Claims and shall have the right and power to enforce the release of the Released Claims in his, her, its, or their favor against all Releasing Parties.
81. 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 this Settlement Agreement, including its Exhibits, 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.
82. Any headings used herein are used for the purpose of convenience only and are not meant to have legal effect.
83. The waiver by one Party of any breach of this Agreement by any other Party shall not be deemed as a waiver of any prior or subsequent breach of this Agreement.
84. This Agreement and its Exhibits 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 Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents.
85. This Agreement may not be amended, modified, altered, or otherwise changed in any manner except by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest and approved by the Court.
86. The Parties agree that Exhibits 1 through 2 to this Settlement Agreement are material and integral parts thereof and are fully incorporated herein by this reference.
87. The Parties may agree, subject to the approval of the Court where required, to reasonable extensions of time to carry out the provisions of the Agreement.
88. Except as otherwise provided herein, each Party shall bear its own costs.
89. Plaintiff represents and warrants that he has not assigned any claim or right or interest therein as against the Released Parties to any other person or party.
90. The Parties represent that they have obtained the requisite authority to enter this Settlement Agreement in a manner that binds all Parties to its terms.

91. The Parties specifically acknowledge, agree and admit that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents shall be considered a compromise within the meaning of Illinois Rules of Evidence Rule 408, and any other equivalent or similar rule of evidence, and shall not (1) constitute, be construed, be offered, or received into evidence as an admission of the validity of any claim or defense, or the truth of any fact alleged or other allegation in the Litigation or in any other pending or subsequently filed action, or of any wrongdoing, fault, violation of law, or liability of any kind on the part of any Party, or (2) be used to establish a waiver of any defense or right, or to establish or contest jurisdiction or venue.
92. The Parties also agree that this Settlement Agreement and its Exhibits, along with all related drafts, motions, pleadings, conversations, negotiations, correspondence, orders or other documents entered in furtherance of this Settlement Agreement, and any acts in the performance of this Settlement Agreement, are not intended to establish grounds for certification of any class involving any Settlement Class Member other than for certification of the Settlement Class for settlement purposes.
93. This Settlement Agreement, whether approved or not approved, revoked, or made ineffective for any reason, and any proceedings related to this Settlement Agreement and any discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing whatsoever and shall not be offered as evidence of any liability or wrongdoing in any court or other tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this Settlement Agreement, the Settlement contemplated by it, nor any proceedings taken under it, will be construed or offered or received into evidence as an admission, concession or presumption that class certification is appropriate, except to the extent necessary to consummate this Agreement and the binding effect of the Final Approval Order.
94. The provisions of this Settlement Agreement, and any orders, pleadings or other documents entered in furtherance of this Settlement Agreement, may be offered or received in evidence solely (1) to enforce the terms and provisions hereof or thereof, (2) as may be specifically authorized by a court of competent jurisdiction after an adversary hearing upon application of a Party hereto, (3) in order to establish payment, or an affirmative defense of preclusion or bar in a subsequent case, (4) in connection with any motion to enjoin, stay or dismiss any other action, and/or (5) to obtain Court approval of the Settlement Agreement.
95. This Agreement may be executed in one or more counterparts exchanged by hand, messenger, facsimile, or PDF as an electronic mail attachment. All executed counterparts and each of them shall be deemed to be one and the same instrument, provided that counsel for the Parties to this Agreement all exchange signed counterparts.

96. This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto and the Released Parties.
97. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of this Agreement, and the Parties hereby submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in this Agreement.
98. This Agreement shall be governed by and construed in accordance with the laws of the state of Illinois.
99. This Agreement is deemed to have been prepared by counsel for all Parties as a result of arms-length negotiations among the Parties. Whereas all Parties have contributed substantially and materially to the preparation of this Agreement and its Exhibits, it shall not be construed more strictly against one Party than another.
100. Unless otherwise stated herein, any notice required or provided for under this Agreement shall be in writing and shall be sent by electronic mail or hand delivery, as follows:

If to Class Counsel:

David Fish
John Kunze
The Fish Law Firm, P.C.
200 E. 5th Ave., Suite 123
Naperville, IL 60563
dfish@fishlawfirm.com
kunze@fishlawfirm.com

If to Defendant's Counsel:

Debra R. Bernard
PERKINS COIE, LLP
131 South Dearborn Street, Ste. 1700
Chicago, IL 60603
Tel: (312) 324-8400
Fax: (312) 324-9559
Firm ID: 39225
dbernard@perkinscoie.com

101. This Agreement shall be deemed executed as of the date that the last party signatory signs the Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS HEREOF, the undersigned have caused this Settlement Agreement to be executed as of the dates set forth below.

YVETTE JOHNSON, individually and as the Class Representative

Yvette Johnson

10/05/2019
Date: _____

THE FISH LAW FIRM, P.C., as Class Counsel

By: DM

Print Name: ^{David Fish} _____

10/06/2019
Date: _____

Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services, Timothy Place d/b/a Park Place of Elmhurst, NFP Providence Operations, LLC, Park Place Christian Community of St. John, Inc., Christian Living Campus, NFP Providence Management and Development Company Incorporated

By: Barry VanderGenugten

Print Name: Barry VanderGenugten

Date: 10/8/19

PERKINS COIE, LLP., as Defendant's Counsel

By: Debra R. Bernard

Print Name: Debra R. Bernard

Date: October 10, 2019

Exhibit 1—Form of Notice

NOTICE OF CLASS ACTION SETTLEMENT

Johnson v. Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services,
Case No. 2019-CH-1813

The Circuit Court of Cook County preliminarily approved a class action settlement in the case *Johnson v. Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services*, Case No. 2019-CH-1813 (the “lawsuit”). You are receiving this notice because records show that you worked at *Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services* or one of its affiliates as defined in the Settlement Agreement (“Providence”) during the time period covered by the lawsuit. Providence has agreed to pay \$3,000,000.00 to settle the lawsuit. This notice explains your options. You may: (1) do nothing and get a Settlement Payment; (2) exclude yourself from the settlement and not receive a Settlement Payment; or (3) object to the settlement. Before any money is paid, the Court will decide whether to grant final approval of the settlement.

What Is this Lawsuit About?

The lawsuit alleges that Providence violated an Illinois law called the Biometric Information Privacy Act (“BIPA”) by, among other things, collecting Illinois employees’ finger scan data on a time keeping system without obtaining their informed consent. Providence denies any wrongdoing and maintains that it has not violated any laws. The settlement does not establish who is correct, but rather is a compromise to end the lawsuit and avoid the uncertainties and expenses associated with ongoing litigation.

You can learn more about the lawsuit or review the Settlement Agreement by contacting the Settlement Administrator at 1-xxx-xxx-xxxx.

Who Is Included in the Settlement?

The settlement includes all current and former employees of Providence who worked at facilities in the State of Illinois who had their fingers scanned and collected, captured, received, or otherwise obtained or disclosed by Providence between February 13, 2014 and [date of preliminary approval to be added] (“Class Members”).

What Can I Get Out of the Settlement?

The parties estimate that each Class Member will be eligible for a payment of approximately \$550.00 to \$650.00. The Settlement Payment is the \$3,000,000.00 Settlement Fund minus the following deductions, which are subject to Court approval: Settlement Administrator’s costs, \$7,500 as an incentive award for the Class Representative and one third (1/3) of the Settlement Fund plus costs to Class Counsel for attorneys’ fees and costs. Your recovery will be determined based upon dividing the net settlement fund (the Settlement Fund minus costs) equally among the Class Members.

Unless you exclude yourself from the settlement as explained below, you will release Providence from any and all actual or potential claims regarding the alleged collection, storage, and dissemination of biometric data including all claims that were brought or could have been brought in the lawsuit. This release is more fully explained in the Settlement Agreement which is available on line at [www. \[to be added\]](http://www. [to be added])

What Are Your Options?

(1) If you want to participate in the settlement and receive a Settlement Payment, do nothing. A check will be mailed to you if the Court grants final approval of the settlement.

(2) If you do not want to be legally bound by the settlement, you must exclude yourself by [redacted], 2019. To do so, you must mail your written request for exclusion to the Settlement Administrator, _____, at [redacted]. Your written request for exclusion must identify the name of the case and case number include your full name and current address, a statement that you wish to be excluded from the settlement and must be personally signed by you. If you exclude yourself, you will not receive money from this settlement, but you will retain your legal rights regarding any claims that you may have against Providence.

(3) You may object to the settlement by [redacted], 2019 if you have not already excluded yourself from the settlement. If you want to object to the settlement, you must file the objection with the Clerk of the Court at the Cook County Courthouse, Richard J. Daley Center, 50 West Washington, Chicago, Illinois and mail a copy of the written statement to Class Counsel and Defendant's Counsel at the addresses below by [redacted], 2019.

David Fish The Fish Law Firm, P.C. 200 E. 5th Avenue, Suite 123 Naperville IL 60563	Debra R. Bernard PERKINS COIE LLP 131 South Dearborn Street, Suite 1700 Chicago, Illinois 60603-5559
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The written objection must include the case name and number, your full name and current address, the specific grounds for the objection, all information you wish for the Court to consider, the name and contact information of your attorney, if any, and a statement indicating whether you intend to appear at the Final Approval hearing. No Class Member will be entitled to object to the settlement unless written notice of the Class Member's intention has been mailed to the Clerk of the Court by [redacted], 2019 and copies provided to Class Counsel and Defendant's Counsel.

How do I update my Contact Information?

You must notify the Settlement Administrator of any changes in your mailing address so that your Settlement Payment will be sent to the correct address. To update your address, contact _____, the Settlement Administrator, at the address listed below.

When is the Final Approval Hearing?

The Court will hold a hearing in this case on [Date], 2019, in Courtroom _____ Clerk of the Court at the Cook County Courthouse, Richard J. Daley Center, 50 West Washington, Chicago, Illinois at

[Time], to consider, among other things, (1) whether to approve the settlement; (2) a request by the lawyers representing all class members for an award of attorneys' fees plus costs; and (3) a request for a service award of \$7,500 for the Class Representative. You may appear at the hearing, but you are not required to do so.

If you have any questions or for more information, contact the Settlement Administrator or Class Counsel at:

Settlement Administrator XXXXX XXXXX XXXXX	Class Counsel David Fish The Fish Law Firm, P.C. 200 E. 5th Avenue, Suite 123 Naperville IL 60563 (630) 355-7590
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Exhibit 2—Form of Preliminary Approval Order

**IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION**

YVETTE JOHNSON, individually and on behalf of
all others similarly situated,

Plaintiff,

v.

REST HAVEN ILLIANA CHRISTIAN
CONVALESCENT HOME doing business as
PROVIDENCE LIFE SERVICES,

Defendant,

Case No.: 2019 CH 01813

PRELIMINARY APPROVAL ORDER

This matter having come before the Court on Plaintiff’s Motion for and Memorandum in Support of Preliminary Approval of Class Action Settlement of the above-captioned matter (the “Action”) between Plaintiff YVETTE JOHNSON (“Plaintiff”) and REST HAVEN ILLIANA CHRISTIAN CONVALESCENT HOME doing business as PROVIDENCE LIFE SERVICES (“Defendant”), as set forth in the Settlement Agreement and Release Agreement, between Plaintiff and Defendant (the “Settlement Agreement”), and the Court having duly considered the papers and arguments of counsel, the Court hereby finds and orders as follows:

1. Unless defined herein, all defined terms in this Order shall have the respective meanings ascribed to the same terms in the Settlement Agreement.
2. The Court has conducted a preliminary evaluation of the settlement set forth in the Settlement Agreement. Based on this preliminary evaluation, the Court finds that the Settlement

Agreement meets all applicable requirements of Section 2-801 of the Illinois Code of Civil Procedure for settlement purposes only, including that the Settlement Class is sufficiently numerous, that there are questions of law and fact common to members of the Settlement Class that predominate, that the representative parties fairly and adequately protect the interests of the class, and that class treatment is an appropriate method for the fair and efficient adjudication of the controversy.

3. The Court further finds that: (i) there is a good cause to believe that the settlement is fair, reasonable, and adequate, (ii) the Settlement Agreement has been negotiated at arm's length between experienced attorneys familiar with the legal and factual issues of this case, and (iii) the settlement warrants Notice of its material terms to the Settlement Class for their consideration and reaction. Therefore, the Court grants preliminary approval of the Settlement.

4. Pursuant to Section 2-801 of the Illinois Code of Civil Procedure, and for settlement purposes only, the Court certifies the following Settlement Class, consisting of:

“All individuals who worked for or are currently working for Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services, Timothy Place d/b/a Park Place of Elmhurst, NFP Providence Operations, LLC, Park Place Christian Community of St. John, Inc., Christian Living Campus, and/or NFP Providence Management and Development Company Incorporated who had their fingerscan and/or fingerprint and/or associated biometric data scanned, captured, possessed, obtained, converted, collected, shared, taken, transmitted, used, stored, disclosed, re-disclosed, disseminated or otherwise used by the timekeeping systems used at a Providence facility in the State of Illinois from February 13, 2014 to [date of Preliminary Approval Order]”

Excluded from the Settlement Class are all persons who timely elect to exclude themselves from the Settlement Class, the Court and staff to whom this case is assigned, and any member of the Court's or staff's immediate family. Defendant has represented to Class Counsel that approximately 3,352 persons are members of the Settlement Class

5. For settlement purposes only, the Court hereby approves the appointment of the following attorneys as Class Counsel and finds that they are competent and capable of exercising the responsibilities of Class Counsel:

David J. Fish
John Kunze
The Fish Law Firm, P.C.
200 East 5th Ave, Suite 123
Naperville, Illinois 60563

6. On _____ at _____ or at such other date and time later set by Court Order, this Court will hold a Final Approval Hearing on the fairness, adequacy, and reasonableness of the Settlement Agreement, and to determine whether: (a) final approval of the Settlement Agreement should be granted and (b) Class Counsel's application for attorney's fees and expenses, and an incentive award to the Class Representative should be granted. No later than _____, Plaintiff must file his papers in support of Class Counsel's application for attorneys' fees and expenses, and no later than _____. Plaintiff must file his papers in support of final approval of the Settlement Agreement and in response to any objections.

7. Pursuant to the Settlement Agreement, the parties shall cooperate to select a suitable claims administrator who shall be required to perform all of the duties of the Settlement Administrator as set forth in the Settlement Agreement of this Order.

8. The Court approves the proposed plan for giving Notice to the Settlement Class, which includes direct Notice U.S. Mail and to the extent available email. The plan for giving Notice, in form, method, and content, fully complies with the requirements of 735 ILCS 5/2-803 and due process and is due and sufficient notice to all Persons entitled thereto. The Court hereby directs the Parties and Settlement Administrator to complete all aspects of the notice plan no later than _____ (i.e., _____ (_____) days after entry of this Order).

9. All persons who meet the definition of the Settlement Class and who wish to exclude themselves from the Settlement Class must submit their request for exclusion in writing no later than the Objection/Exclusion deadline of _____ (or _____ days after Notice is disseminated, whichever is later). To be valid, any request for exclusion must (a) be in writing; (b) identify the case name and number (c) state the full name and current address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person seeking exclusion; and (e) be postmarked or received by the Settlement Administrator on or before the Objection/Exclusion Deadline. Each request for exclusion must also contain a statement to the effect that “I hereby request to be excluded from the proposed Settlement Class in *Johnson v. Resthaven Illiana Christian Convalescent Home, Inc. d/b/a Providence Life Services*, Case No. 2019-CH-1813.” A request for exclusion that does not include all of the foregoing information, that is sent to an address other than that designated in the Notice, or that is not postmarked or delivered to the Settlement Administrator within the time specified, shall be invalid and the Person serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a Settlement Class Member by this Settlement Agreement, if approved.

10. Any member of the Settlement Class may object to, the Settlement Agreement at his or her own expense; provided, however, that all objections must (1) be filed with the Clerk of the Court, and (2) be postmarked or delivered to Class Counsel and Defendant's counsel as described in the Notice, no later than the Objection/Exclusion Deadline. Any member of the Settlement Class who intends to object to this Settlement Agreement must include in his or her written objection: (1) the Settlement Class Member's full name and current address, (2) a statement that he or she believes himself or herself to be a member of the Settlement Class, (3) the specific grounds for the objection, (4) all documents or writings that the Settlement Class Member desires

the Court to consider, (5) 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; and (6) a statement indicating whether the objector intends to appear at the Final Approval Hearing (either personally or through counsel, who must file an appearance or seek *pro hac vice* admission).

11. Any Settlement Class Member who fails to timely file a written objection with the Court and notice of his or her intent to appear at the Final Approval Hearing in accordance with the terms of this Order and as detailed in the Notice, and at the same time provide copies to designated counsel for the Parties, shall not be permitted to object to this Settlement Agreement at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Settlement Agreement by appeal or other means and shall be deemed to have waived his or her objections and be forever barred from making any such objections in the Action or any other action or proceeding. Such Settlement Class Members shall be bound by all determinations and orders pertaining to the Settlement, including the release of all claims to the extent set forth in the Settlement Agreement, whether favorable or unfavorable.

12. The Settlement Agreement and the proceedings and statements made pursuant to the Settlement Agreement or papers filed relating to the Settlement Agreement and this Order, are not and shall not in any event be described as, construed as, offered or received against the Released Parties as evidence of and/or deemed to be evidence of any presumption, concession, or admission by any Released Party of the truth of any fact alleged by Plaintiff; the validity of any claim that has been or could have been asserted in the Action or in any litigation; the deficiency of any defense that has been or could have been asserted in the Action or in any litigation; or any

liability, negligence, fault, or wrongdoing of any of the Released Parties. Defendant has denied and continues to deny the claims asserted by Plaintiff. Notwithstanding, nothing contained herein shall be construed to prevent a Party from offering the Settlement Agreement into evidence for the purpose of enforcing the Settlement Agreement.

13. The certification of the Settlement Class shall be binding only with respect to the Settlement of the Action. In the event that the Settlement Agreement fails to become effective, is overturned on appeal, or does not become final for any reason, the Parties shall be restored to their respective positions in the Action as of the date of the signing of the Settlement Agreement, and no reference to the Settlement Class, the Settlement Agreement, or any documents, communications, or negotiations related in any way thereto shall be made for any purpose. If this Settlement is not finally approved and the litigation resumes, this Court's preliminary findings regarding the propriety of class certification shall be of no further force or effect whatsoever, and this Order will be vacated in its entirety.

IT IS ORDERED.

ENTERED: _____

JUDGE: _____

JUDGE'S NO. _____