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Judge: Calendar, 3

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ATTACHMENT 1

FILED DATE: 4/3/2023 12:00 AM 2010CH50204

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

ROSS PERLMUTTER, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ANDREW D. SMITH, individually,

Defendant.

Case No. 10 CH 50204

Calendar 3

Judge Allen P. Walker

**CLASS ACTION SETTLEMENT AGREEMENT BETWEEN PLAINTIFF
AND THE CLASS AND DEFENDANT SMITH, INDIVIDUALLY**

This Class Action Settlement Agreement (“Settlement Agreement” or the “Agreement”) is made and entered into by and between Plaintiff, Ross Perlmutter (“Plaintiff”), on behalf of himself and other similarly situated employees, on the one hand, and Defendant, Andrew D. Smith, (“Smith”), in his individual capacity (hereafter “Smith” or “Defendant”), on the other hand (collectively, the “Settling Parties”). This Agreement shall be binding on: (1) the Plaintiff and the Class; and (2) Defendant Smith, subject to the terms and conditions hereof and the approval of the Court.

SECTION I

RECITALS

1. On November 23, 2010, Plaintiff filed a complaint (the “Original Complaint”) in the Chancery Division of the Circuit Court of Cook County, Illinois, entitled Hector De La Riva, Ross Perlmutter, and Ted Vernon, individually and on behalf of all other similarly situated, and Brock Milligan, individually v. Houlihan Smith & Company, Inc., and Richard Houlihan, individually, Andrew D. Smith, individually, and Charles Botchway, individually, Case No. 2010 CH 50204 (the “Lawsuit”). In the Lawsuit, Plaintiff alleged that he and other similarly situated

employees of Houlihan Smith & Company, Inc. (hereafter “HSC”), its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC (hereafter “HSA”), and Richard Houlihan, Andrew D. Smith, and Charles Botchway, in their individual capacities, employed in the State of Illinois as telemarketers, or other similar positions, at any time from November 23, 2007 to the present, (1) were not paid at least the Illinois minimum wage for all hours worked during each individual work week in the three years prior to the filing of the Lawsuit, and (2) were not paid time and one-half times their regular rate of pay for all hours worked over 40 hours in a work week in the three years prior to the filing of the Lawsuit.

2. On December 27, 2010, the case was timely removed to the United States District Court for the Northern District of Illinois, Eastern Division, Case No. 10 C 8206 (the “Federal Lawsuit”), by Defendants; the Illinois minimum wage claims were subsequently remanded back to this Court on March 2, 2012. The claims arising under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) in the Federal Lawsuit remained pending before the federal court, but were later settled as to Botchway and Houlihan only.

3. January 6, 2011, Plaintiff filed an “Amended Complaint” in the Federal Lawsuit.

4. On April 23, 2012, Plaintiff filed a “Second Amended Complaint” in this Lawsuit.

5. On December 14, 2012, this Court granted motions to dismiss filed by Houlihan, Botchway, and Smith and dismissed Houlihan, Botchway, and Smith *with prejudice*.

6. On May 24, 2013, Plaintiff filed a “Third Amended Complaint” in this Lawsuit.

7. On November 25, 2013, Plaintiff filed a “Fourth Amended Complaint” in this Lawsuit.

8. On July 2, 2014, Plaintiff filed a “Fifth Amended Complaint” which added HSA as a defendant and which is the operative and currently pending complaint in this matter. (The

Original Complaint, Amended Complaint, Second Amended Complaint, Third Amended Complaint, Fourth Amended Complaint, and Fifth Amended Complaint shall be collectively referred to herein as the “Complaints.”).

9. On October 16, 2015, the Court issued an order certifying this matter as a class action and certifying the following two class definitions: (a) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including but not limited to Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers or other similar positions at any time from November 23, 2007 to the present, that were not paid at least the Illinois minimum wage for all hours worked each week [the “Minimum Wage Class”]; and (b) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including but not limited to Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers or other similar positions at any time from November 23, 2007 to the present, that were not paid one and one half times their regular rate of pay for all time worked in excess of forty (40) hours in a week [the “Overtime Class”].

10. On November 27, 2017, the Court reconsidered its December 14, 2012 order dismissing Houlihan, Botchway, and Smith *with prejudice* and rejoined Houlihan, Botchway, and Smith as defendants to the Lawsuit.

11. On April 23, 2019, the Court issued a new order modifying the certification of this matter as a class action by amending the class period to July 1, 2009 to the present. Pursuant to the Court’s April 23, 2019 Order the class and subclass definitions were amended to the following: (a) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to the present,

that were not paid at least the Illinois minimum wage for all hours worked each week [defined as the “Minimum Wage Class”]; and (b) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to the present, that were not paid one and a half times the regular rate of pay for all time worked in excess of 40 hours in a week [defined as the “Overtime Class”].

12. On October 6, 2021, the Court granted Plaintiff’s motion to dismiss the corporate defendants, Houlihan Smith & Company, Inc. and Houlihan Smith Advisors, LLC

13. On October 7, 2021, Plaintiff, on behalf of himself and the class, presented a class action settlement that had been reached with Defendants Richard Houlihan and Charles Botchway, individually, for preliminary approval, which was granted.

14. On April 25, 2022, the class settlement was granted final approval and Messrs. Houlihan and Botchway were dismissed from this lawsuit with prejudice. This left Andrew D. Smith as the only remaining Defendant in the case.

15. On January 30, 2023, prior to the beginning of trial in this matter, Plaintiff, on behalf of himself and the Class, and Defendant Smith reached a class settlement with the assistance of the Court. The Settling Parties reached the settlement terms set forth in this Agreement.

16. Counsel for the Settling Parties have vigorously pursued their positions and the rights of their clients through extended legal and factual analysis, formal discovery, and informal exchanges of information.

17. In light of the age of the case, the discovery conducted to date, the time and expense associated with pending and future motion practice, as well as the challenges and risks associated

with a trial of this matter, Plaintiff, Defendant, and their respective counsel believe it is in their best interest to resolve this matter at this time.

18. Class Counsel, acting in the best interest of Plaintiff and the Class Members, wishes to resolve this matter against Defendant in a fair and cost-effective method that benefits the Class without the expense, delay, diversion, and risk of further protracted and complex litigation.

19. Defendant and his counsel also wish to avoid the expense, burden, diversion and risk of protracted litigation and wish to resolve this matter.

20. The settlement notwithstanding, Defendant Smith denies any liability or wrongdoing of any kind whatsoever associated with any of the claims which have been alleged in the Lawsuit or any of Plaintiff's Complaints, including Plaintiff's Fifth Amended Complaint.

21. Should the Settlement Agreement not become final for any reason, nothing from the settlement process, including documents created or obtained from the settlement process and settlement administration, shall be admissible evidence in this action or used in any way contrary to the Defendant's interests or Plaintiff's and Class Members' interests. Whether or not the Settlement Agreement is finally approved, neither the Settlement Agreement nor any document, statement, proceeding, or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose.

22. This Settlement Agreement contains all of the agreements between Plaintiff, the Defendant, and their respective counsel relating to this partial settlement of the Lawsuit on a class-wide basis. At all times, the negotiations leading to this Agreement were adversarial, non-collusive, and at arm's-length.

SECTION II

DEFINITIONS

23. “Administration Costs” means the costs associated with administering the Settlement, including the fees and costs of the Settlement Administrator.

24. A “Claimant” means a Class Member who submits a complete and timely submits a Claim Form. Named Plaintiff is deemed to be a Claimant and need not file a Claim Form.

25. The term “Claim Form” means the document by which Class Members can make a claim for settlement proceeds, in the form attached as Exhibit C. The Class Representative, Ross Perlmutter, shall be deemed to be a Claimant without having to file a Claim Form by virtue of being the Named Plaintiff in this Lawsuit.

26. The “Claim/Opt-Out/Objection Deadline” or “Claim Deadline” means the date sixty (60) calendar days after the mailing date of the Notice Packet, and shall be the last date by which any of the following must be postmarked in order to be timely and effective: (a) a Class Member mails or delivers a Claim Form; (b) a Class Member who wishes to be excluded from the Settlement’s Request for Exclusion; and (c) a Class Member who wishes to object to the Settlement mails or delivers a written objection to the Settlement.

27. The “Class” or “Class Members”, for purposes of this Agreement, refers to the Class Representative and (a) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to **[insert the date of Preliminary Approval]**, that were not paid at least the Illinois minimum wage for all hours worked each week and (b) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other

similar positions, at any time from July 1st of 2009 to **[insert the date of Preliminary Approval]**, that were not paid one and a half times the regular rate of pay for all time worked in excess of 40 hours in a week. Class Members include all of the individuals identified in Exhibit A attached hereto.

28. “Class Counsel” refers to Christopher J. Williams of the Workers’ Law Office, P.C.

29. The “Class Notice” refers to two documents, including: (1) a short-form Notice of Class Action Settlement which will be sent by first class U.S. mail to each Class Member to inform them of the terms of this Settlement Agreement and their rights and options related thereto, attached hereto as Exhibit B and (2) a long-form Notice of Class Action Settlement, which will be mailed to Class Members via first class U.S. mail upon request, which is attached hereto as Exhibit D.

30. The “Class Period” means the period between and including July 1, 2009 through the date of preliminary approval.

31. The “Class Representative” or “Named Plaintiff” or “Plaintiff” means Plaintiff Ross Perlmutter.

32. “Class Settlement Fund” is the amount available for Settlement Payments to Class Members, or the Settlement Amount less settlement administration costs, the Service Award to the Class Representative and attorneys’ fees and costs, as approved by the Court.

33. The “Court” refers to the Court having jurisdiction over the Lawsuit, namely, the Circuit Court for Cook County, Illinois, Chancery Division.

34. The “Database” means the digital data to be provided by Class Counsel to the Settlement Administrator in a form usable by commercially available database software, like

Microsoft Excel, containing the following information with respect to each Class Member: his or her (1) name; (2) last-known home address; and (3) social security number.

35. “Defendant” refers to Andrew D. Smith, individually.

36. “Defendant’s Counsel” refers to Jeffrey Hansen, Douglas Albritton and other attorneys at the firm of Actuate Law, LLC on behalf of Defendant Smith.

37. The “Effective Date” means the date the Court enters the Final Approval Order granting Final Approval of this Agreement if no objections have been filed or, in the event objections are filed, the first business day after the last day of the period for appeal of the Final Approval Order, or if an appeal has been filed, the date on which the appeal is final. The Parties agree to waive all rights to appeal upon entry of the Final Approval Order.

38. The “Final Approval Hearing” means the hearing on Plaintiff’s Motion for Final Approval of the Settlement.

39. “Final Approval Order” means the order entered by the Court granting Final Approval of this Settlement Agreement. The Parties shall submit a proposed Final Approval Order setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate.

40. The “Final Settlement Class” refers to all Class Members who do not timely and validly exclude themselves from the Class Action Settlement consistent with the exclusion procedures set forth in this Agreement.

41. A “Notice Packet” means the collection of documents that will be sent by first class mail to each Class Member consisting of the short-form Notice of Class Action Settlement and a Claim Form.

42. An “Opt-Out” is a Class Member who has timely filed a Request for Exclusion using the process specified in this Agreement.

43. The “Parties” or “Settling Parties” refers to the Named Plaintiff, the Class Members, and the Defendant.

44. The “Preliminary Approval Date” is the date on which the Court issues the Preliminary Approval Order.

45. The “Preliminary Approval Order” means the Order of the Court pursuant to 735 ILCS 5/2-801 granting preliminary approval of this Settlement Agreement, or as may be modified by subsequent mutual agreement of the Parties in writing and approved by the Court.

46. “Released Claims” means any and all claims, liabilities, actions, causes of action, suits, debts, sums of money, damages, and demands against the Released Parties only which were asserted in or attempted to be asserted in or could have been asserted in or were dismissed from the Lawsuit or any of the Complaints, including, but not limited to, (a) any claims, allegations, or liabilities against the Released Parties which may arise from or derive out of any claims, allegations, liabilities, or judgments which were asserted against or attempted to be asserted against or obtained against either HSC or HSA or any of their affiliated entities in this Lawsuit or any of the Complaints, (b) any claims, allegations, or liabilities against the Released Parties which were asserted in the Lawsuit and encompassed by or covered by the Court’s October 16, 2015 Order granting initial class certification and the Court’s April 23, 2019 Order, and (c) any claims, allegations, or liabilities related to each of the dismissed Counts II through V of the Fifth Amended Complaint.

47. “Released Parties” means Andrew D. Smith and his respective legal representatives, agents, principals, heirs, administrators, executors, attorneys, spouses, children,

successors and assigns, companies, corporations, partners, joint venturers, employers, employees, insurers, consultants, and contractors.

48. “Releasing Parties” means, individually and collectively, the Plaintiff and each of the Class Members and each of the Plaintiff’s and each of the Class Members’ legal representatives, agents, principals, heirs, administrators, executors, attorneys, spouses, children, successors and assigns, companies, corporations, partners, joint venturers, employers, employees, insurers, consultants, and contractors, and any person acting or purporting to act or claim by, through, or on behalf of any of them, in each case regardless of whether they object to this Agreement, the Preliminary Approval Order, or the Final Approval Order, regardless of whether they receive actual notices or other communications in connection with any of the foregoing, or whether they receive, realize, or derive any funds, property, benefit, or thing of value from any of the foregoing or the Settlement Amount, or any other consideration described in this Agreement. Excluded from “Releasing Parties,” however, are any “Opt Out” persons as defined by this Agreement.

49. “Service Payment” refers to total payments from the Settlement Amount of Twenty Thousand and 00/100 (\$20,000.00) to the Named Plaintiff for his service to the Class in litigating this matter and assisting with its settlement, as specified in Paragraphs 88-90 below. The Service Payment to Plaintiff shall be subject to Court approval

50. The “Settlement Account” means the interest-bearing account controlled by the Settlement Administrator into which the Settlement Payments shall be deposited as described in Paragraphs 60-62.

51. The “Settlement Administrator” is charged with administering the Settlement Agreement, in concert with Class Counsel. Class Counsel has selected Analytics Consulting, LLC to act as the Settlement Administrator.

52. “Settlement Agreement” or “Agreement” refers to this Class Action Settlement Agreement Between Plaintiff and the Class and Defendant Andrew D. Smith.

53. The “Settlement Amount” is the total payment of Two Hundred and Thirty-Two Thousand, Five Hundred and 00/100 Dollars (\$232,500.00), inclusive of all Settlement Payments to Class Members, the Service Payment to the Named Plaintiff, attorneys’ fees and costs, and settlement administration costs, to be paid as set forth in Paragraphs 58-59.

54. “Settlement Payment(s)” means a Class Member’s pro rata share of the Settlement Amount and shall represent a portion of each Class Member’s allegedly unpaid minimum wages, allegedly unpaid overtime wages and statutory interest allegedly earned on unpaid wages pursuant to the Illinois Minimum Wage Law (“IMWL”), 720 ILCS 105/12(a). Settlement Payments shall be made pursuant to the formula(s) set forth in Paragraphs 64-69 below

55. “Settlement Payment Date” means fourteen (14) days after Defendant has made the final payment to the Settlement Account or on any other date as directed by the Court.

SECTION III

SETTLEMENT APPROVAL PROCEDURE

56. This Agreement will become final and effective only upon the occurrence of all of the following events: (a) the Agreement is executed by the Named Plaintiff, Class Counsel, and Defendant; (b) the Court enters an order granting preliminary approval of the material terms of the Settlement under 735 ILCS 5/2-801, including appointment of the Settlement Administrator; (c) the Court enters the Preliminary Approval Order attached as Exhibit E; (d) the Notice Packet is sent to the Class Members; (e) Class Members are afforded the opportunity to file a claim, exclude

themselves from the Settlement by submission of a Request for Exclusion or to file written objections; (f) the Court holds the Fairness Hearing, approves the settlement, and enters the Final Approval Order; and (g) the time for appeals from the Final Approval Order has expired or any appeals have been exhausted.

SECTION IV

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL

57. As soon as is practicable and without undue delay, the Parties shall submit this Settlement Agreement to the Court for preliminary approval by motion prepared and filed by Plaintiff and Class Counsel. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the Court, by motion filed prepared and filed by Plaintiff and Class Counsel, for the entry of an order substantially in the following form:

- a. Preliminarily approving the Settlement Agreement, subject only to the objections of Class Members, if any, and final review by the Court;
- b. Approving as to form and content the Notice Packet;
- c. Directing the mailing of the Notice Packet by first class U.S. mail to Class Members;
- d. Scheduling a final hearing on the question of whether the proposed settlement, including without limitation payment of attorneys' fees, costs, and the Service Payments should be finally approved as fair and reasonable;

SECTION V

PAYMENT OF THE SETTLEMENT AMOUNT BY DEFENDANT AND THE SETTLEMENT ACCOUNT

58. Defendant shall pay a total of Two Hundred and Thirty-Two Thousand, Five Hundred and 00/100 Dollars (\$232,500.00) into the Qualified Settlement Fund ("QSF") established by the Settlement Administrator as described in Paragraphs 60-62. Defendant's payments shall be made in three installments ("Installment Payments") as follows:

- a. On or before April 11, 2023, Defendant shall deposit a total of One Hundred and Forty Thousand and 00/100 Dollars (\$140,000.00) into the QSF;
- b. On or before June 30, 2023, Defendant shall deposit a total of Forty-Seven Thousand and Five Hundred and 00/100 Dollars (\$47,500.00) into the QSF; and
- c. On or before September 30, 2023, Defendant shall deposit a total of Forty-Five Thousand and 00/100 Dollars (\$45,000.00) into the QSF established by the Settlement Administrator.

59. If Class Counsel determines that Defendant has failed to timely deliver any of the Installment Payments on the dates set forth herein, Class Counsel must send a written Notice to Cure by Federal Express to Andrew Smith, 29 Clayton Court, Hudson, Ohio 44236 with a copy by email to Defendant's counsel, notifying Defendant that he has seven (7) days from the date of receipt of the Notice to Cure within which to deliver payment to the Settlement Administrator. If Defendant fails to deposit the overdue payment within fourteen (14) days from receipt of the Notice to Cure, then Defendant acknowledges and agrees that the Total Settlement Amount, less any Installment Payments made, shall be immediately due and payable by Defendant, and that Plaintiff and Class Counsel shall have the right to seek entry of a judgment against him in this Lawsuit for the remaining amount due plus Class Counsel's reasonable attorneys' fees and costs incurred with the collection of the remaining amount due.

60. The Parties agree that the Settlement Account is intended to be a "Qualified Settlement Fund" under Section 468B of the Internal Revenue Code and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.*, and will be administered by the Settlement Administrator as such. All interest accruing thereon shall become part of the Settlement Payments.

61. With respect to the Settlement Account, the Settlement Administrator shall: (1) open and administer the Settlement Account in such a manner as to qualify and maintain the qualification of the Settlement Account as a "Qualified Settlement Fund" ("QSF") under Section

468B of the Code and Treas. Reg. § 1.468B-1; (2) calculate, withhold, remit and report each Claimant's taxes in connection with each Settlement Payment; and (3) satisfy all tax reporting, return and filing requirements with respect to the Settlement Account and any interest or other income earned by the Settlement. Fees, expenses and costs incurred in connection with the opening and administration of the Settlement Account shall be treated as and included in the costs of administering the Settlement and as Administration Costs. The Parties and the Settlement Administrator shall elect to treat the Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date set forth in 26 CFR § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 CFR § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Settlement Administrator and one another as necessary to effectuate the terms of this Settlement Agreement.

62. No other funds shall be added to or comingled with the Settlement Account. In no event shall the Settlement Administrator withdraw, transfer, pledge, impair or otherwise make use of the funds in the Settlement Account except as expressly provided in this Settlement Agreement.

63. The Settlement Account shall be used to pay:
- a. Court-approved Settlement Payments to the Claimants;
 - b. Court-approved Service Award to the Named Plaintiff;
 - c. Court-approved attorneys' fees and costs; and
 - d. The Settlement Administration Costs.

SECTION VI

SETTLEMENT AMOUNT AND ALLOCATION AND SETTLEMENT PAYMENTS

64. A Settlement Payment shall be made to each Class Member who files a timely and materially complete claim. Class Counsel shall provide the Settlement Administrator with a calculation with the pro rata amount due to each Claimant pursuant to the formulas set forth in this

Settlement Agreement using the class data produced during this litigation for settlement purposes, including employment dates provided for each Class Member to Class Counsel during the course of this litigation and prior to the Parties reaching this Agreement.

65. Each Class Member will be informed in the individualized short-form Notice of Class Action Settlement of the approximate amount of recovery for each Claimant based on the following formula:

$$\text{[\$100.00 representing alleged unpaid overtime]} + \text{[Individual Owed Unpaid Minimum Wages/Total Unpaid Minimum Wages * Class Settlement Fund]}$$

66. The Parties agree that the Settlement Amount will be distributed pro rata to Claimants based on the formula described above.

67. In the event that the sum of Settlement Payments to Claimants, Settlement Administration Costs, attorneys' fees and costs (as awarded by the Court), and a Service Award to the Named Plaintiff (as awarded by the Court) exceed the Settlement Amount, the payments to Claimants shall be reduced on a pro rata basis.

68. In the event that the sum of Settlement Payments to Claimants, Settlement Administration Costs, attorneys' fees and costs (as awarded by the Court), and a Service Award to the Named Plaintiff (as awarded by the Court) do not exceed the Settlement Amount, the payments to Claimants shall be increased on a pro rata basis by such amount as to equal the full Settlement Amount.

69. In no event shall Defendant be obligated to pay more than the Settlement Amount.

70. Within seven (7) days after the Settlement Administrator provides the final list of all Class Members who have filed a claim, opted out or objected to the Agreement, Class Counsel shall provide the Settlement Administrator and Defendant's Counsel a calculation of the final payments to be made to each Claimant pursuant to formula set forth in Paragraphs 64-69.

71. The Settlement Payment to each Class Member shall be divided as 50% for unpaid minimum wages or overtime wages due to the Class Members for which the Settlement Administrator shall issue an IRS Form W-2 and 50% as statutory damages due to the Class Member for which the Settlement Administrator shall issue an IRS Form 1099 where required by law.

SECTION VII

NOTICE PROCEDURE

72. No later than twenty-one (21) calendar days following the Preliminary Approval Date, the Settlement Administrator shall cause to be mailed the Notice Packet to the last known address of each Class Member using the address information provided to Class Counsel by Defendants HSC or HSA during the course of this litigation. This mailing shall be made via first class mail through the U.S. Postal Service, postage pre-paid (“First Mailing”). Prior to the First Mailing, the Settlement Administrator shall run the addresses through the U.S. Postal Service’s National Change of Address database and update the Database as necessary.

73. The Settlement Administrator shall promptly cause to be mailed a second mailing for any Class Member whose Notice Packet is returned as undelivered and for whom a new address is obtained (“Second Mailing”). Prior to the Second Mailing, the Settlement Administrator shall determine the “best address” for the Class Member which shall be the forwarding address provided by the United States Postal Service on any Notice Packet returned as undeliverable, or a new address obtained through a skip trace search. If after this Second Mailing to the Class Member’s “best address” the Notice Packet is again returned as undeliverable, and no new address is obtained for the Class Member, the notice mailing process shall end for that Class Member.

74. Only Class Members who do not exclude themselves from the Settlement may object to the Settlement Agreement. To object to the Agreement, the Class Member must send a

written objection to the Settlement Administrator with copies to Class Counsel and Defendant's Counsel, no later than the Claim Deadline. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection.

75. The Settlement Administrator shall promptly provide Class Counsel and Defendant's Counsel with a list of all Class Members who have objected to the Agreement.

76. For a Class Member to exclude himself or herself from settlement, he or she must write and submit a letter ("Request for Exclusion") that states: "I request to be excluded from the settlement in *Perlmutter, et al. v. Houlihan, Smith and Company, Inc., et al.*, Case No. 2010 CH 50204 (Circuit Court for Cook County, Illinois, Chancery Division)." The Class Member must also include his or her full name, address, and telephone number, and he or she must personally sign the letter. All Requests for Exclusion must be submitted by the Claim Deadline. No Class Member may exclude himself or herself by telephone, fax or e-mail. All Class Members must strictly comply with the above-listed requirements for a proper request for exclusion or the attempted exclusion will be deemed invalid. The date of submission is deemed to be the earlier of: (a) the date the Request for Exclusion is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; (b) the date the Request for Exclusion is tendered to an overnight service for delivery, as indicated by a shipping envelope; or (c) the date the Request for Exclusion is received by the Settlement Administrator. Any Class Member who submits a timely and valid Request for Exclusion Form shall NOT: (i) be bound by any orders or judgments entered in this Lawsuit; (ii) be entitled to benefits or relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; and (iv) be entitled to object to the Settlement or appeal from any order of the Court. If a fully completed and properly executed Request for Exclusion is not timely

received by the Settlement Administrator from a Class Member, then that Class Member will be deemed to have forever waived his or her right to opt out of the Class and the Settlement.

77. No later than twenty-one (21) calendar days following the Claim Deadline, Class Counsel shall calculate the final Settlement Payments to be made to each Claimant and the Named Plaintiff and shall provide said calculations to the Settlement Administrator.

78. No later than twenty-eight (28) calendar days after the Claim Deadline or by such other date as the Court may direct: (1) Class Counsel shall file and serve a motion for final approval of the Settlement; and (2) a proposed order granting final approval of the Settlement.

79. No later than Settlement Payment Date, the Settlement Administrator shall mail to each Claimant, at his or her last-known address, a check representing the Settlement Payment as calculated by Class Counsel. In the event that any Settlement Payment check is returned to the Settlement Administrator as undeliverable, the Settlement Administrator will use reasonable efforts to locate a current address for the Claimant and, if a current address is found, re-mail the check.

80. The Settlement Administrator shall be responsible for issuing an IRS Form W-2 for the 50% of the amount of each payment and an IRS Form 1099 for 50% of the amount of each payment to each Claimant, if required by law.

81. Settlement Payment checks will become void if not negotiated within ninety (90) days of the date of issue. Within sixty (60) days after unnegotiated Settlement Payment checks become void, the Settlement Administrator shall remit the amounts of the unclaimed Settlement Payments to the Office of Illinois Treasurer – Unclaimed Property Division and shall follow the procedures set forth by the Illinois Treasurer to associate the unclaimed amounts with the Claimant.

SECTION VIII

SETTLEMENT ADMINISTRATOR

82. The Parties agree that Analytics Consulting, LLC shall serve as the Settlement Administrator. The Settlement Administrator will be responsible for establishing the Settlement Account as described in Paragraphs 60-62; mailing the Notice Packets; receiving and logging Claims, Objections and Requests for Exclusion; updating addresses; reporting on the status of the administration of the Settlement to the Parties; preparing a declaration for final approval regarding its due diligence in the settlement administration process; providing the Parties with all necessary data; administering and making payments from the Settlement Account; distributing Settlement Payments, Service Payment (as awarded by the Court), issuing IRS Forms W-2 and 1099 for such payments and reporting to the IRS as required by the law; and performing such additional duties as the Class Counsel may direct. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Settlement until all payments and obligations contemplated by this Settlement Agreement have been fully carried out.

83. The Settlement Administration Costs will be paid from the Settlement Amount.

84. The actions of the Settlement Administrator shall be governed by the terms of the Settlement Agreement. Class Counsel may provide relevant information and guidance as needed by the Settlement Administrator in the performance of its duties and engage in related communications with the Settlement Administrator.

SECTION IX

ATTORNEYS' FEES AND EXPENSES

85. The Parties have agreed that Defendant shall have no obligation to pay attorneys' fees or costs incurred by the Plaintiff, the Class, and/or Class Counsel beyond Defendant's

payment of the Settlement Amount as set forth herein. Class Counsel agrees to seek, and Defendant agrees not to contest, an award of attorneys' fees and costs to Class Counsel by the Court of no more than one third (1/3) of the Settlement Amount for all attorneys' fees that have been expended and that will be expended and for all costs that have been incurred and that will be incurred in seeing this partial Class Action Settlement through the Final Approval Order, including but not limited to: (i) obtaining Preliminary Approval from the Court; (ii) responding to inquiries from Class Members regarding the Settlement; (iii) assisting Class Members; (iv) assisting in resolving any objections; (v) defending the Settlement and securing the Final Approval Order, including the conduct of any appellate action. Payment of attorneys' fees and costs pursuant to this Section shall be paid from the Settlement Amount.

86. Plaintiff and Class Counsel understand and agree that any fees and cost payments made under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs paid by Defendant arising from or relating to the representation of the Plaintiff, Class Members, or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of the Lawsuit and any of the Complaints against Defendant.

87. No later than the Settlement Payment Date, the Settlement Administrator shall pay to Class Counsel, Class Counsel's fees and costs, as approved by the Court in the Final Approval Order, in the amount of no more than one-third of the Settlement Amount.

SECTION X

SERVICE PAYMENT AND RELEASE BY NAMED PLAINTIFF

88. Class Counsel will move for a Service Payment in the amount of Twenty Thousand and 00/100 Dollars (\$20,000.00) to the Named Plaintiff to be paid from the Settlement Account as a service award for helping to litigate and settle this lawsuit. Defendant agrees not to oppose this request.

89. No later than the Settlement Payment Date, the Settlement Administrator shall pay the Service Payment, as approved by the Court, to the Named Plaintiff. The Parties agree that the Service Payment is in addition to the Named Plaintiff's Settlement Payment to which he is entitled along with other Class Members. The Settlement Administrator shall issue an IRS Form 1099 for the Service Payment. Other than any reporting of these payments as required by this Settlement Agreement or applicable law, which the Settlement Administrator shall make, the Plaintiff shall be solely responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this Section.

90. Immediately upon the Effective Date, and in consideration of the Settlement reflected in this Agreement, by operation of this Agreement and the Final Approval Order and without further action by the Court or any other person, except to enforce the terms of this Agreement, Plaintiff (a) fully, finally, and forever waives, releases, relinquishes, and discharges the Released Parties of all Released Claims; (b) fully, finally, and forever waives, releases, relinquishes, and discharges the Released Parties of any and all other claims, liabilities, actions, causes of action, suits, debts, sums of money, damages, and demands, whatsoever in law or in equity, which he now has or has ever had from the beginning of time until the date of preliminary approval against the Released Parties, (c) consents to the dismissal with prejudice of the Released Parties from the Lawsuit and all Released Claims against the Released Parties; (d) consents to be permanently enjoined and barred from initiating or prosecuting any action, suit, or proceeding in any forum or before any governmental authority, either individually or as part of or on behalf of a class or in any other capacity, based on or alleging any of the Released Claims or any other claim released by Plaintiff against the Released Parties under this Agreement; and (e) agrees and covenants not to sue or otherwise initiate or prosecute any action, suit, or proceeding in any forum

or before any governmental authority, either individually or as part of or on behalf of a class or in any other capacity, based on or alleging any of the Released Claims or any other claim released by Plaintiff against the Released Parties under this Agreement.

SECTION XI

RELEASE BY THE CLASS

91. Upon the Effective Date, and in consideration of the Settlement reflected in this Agreement, by operation of this Agreement and the Final Approval Order and without further action by the Court or any other person, except to enforce the terms of this Agreement, each of the Releasing Parties (a) fully, finally, and forever waives, releases, relinquishes, and discharges the Released Parties of all Released Claims; (b) consents to the dismissal with prejudice of the Released Parties from the Lawsuit and all Released Claims against the Released Parties; (c) consents to be permanently enjoined and barred from initiating or prosecuting any action, suit, or proceeding in any forum or before any governmental authority, either individually or as part of or on behalf of a class or in any other capacity, based on or alleging any of the Released Claims; and (d) agrees and covenants not to sue or otherwise initiate or prosecute any action, suit, or proceeding in any forum or before any governmental authority, either individually or as part of or on behalf of a class or in any other capacity, based on or alleging any of the Released Claims against any of the Released Parties.

92. Plaintiff, Class Counsel, and the Releasing Parties further acknowledge and agree that as to the Released Parties only, they will not appeal or otherwise seek reconsideration or reversal of any order, ruling, or judgment entered in the Lawsuit, including, but not limited to, the Court's April 23, 2019 Order and ruling which amended the class definitions of the classes which had been previously certified pursuant to the Court's Order of October 16, 2015.

93. The Releasing Parties understand and hereby acknowledge that, after the Effective Date, a Releasing Party may discover material or immaterial legal or actual matters other than or different from those that the Releasing Parties understood or believed as of the Effective Date, but regardless of the reason for the discovery or the legal or factual matter so discovered, the scope, effect, operative finality, and enforceability of all of this Section will not be limited or otherwise affected in any manner whatsoever.

94. Without limiting the foregoing, the Released Claims specifically extend to claims that the Releasing Parties do not know or suspect to exist in their favor at the time that the Settlement and the Releases contained therein become effective, but which could have been raised in the action and 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 (“Unknown Claims”). Upon the Effective Date, the Releasing Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law all such Unknown Claims. The Releasing Parties acknowledge that they may discover facts in addition to or different from those that they now know or believe to be true with respect to the subject matter of this Release, but that it is their intention to fully, finally, and forever settle and release the Released Parties of the Released Claims, notwithstanding any unknown claims they may have as set forth above.

SECTION XII

NO ADMISSION OF LIABILITY

95. This Agreement shall not in any way be construed as an admission by Defendant that he has acted wrongfully with respect to Plaintiff or Class Members collectively or individually or to any other person, or that those individuals have any rights whatsoever against Defendant, and Defendant specifically disclaims any liability to or wrongful acts against the Plaintiff and Class

Members or any other person, on the part of Defendant. Furthermore, the Parties agree that this Agreement does not constitute an adjudication of the merits of the Lawsuit or any other matters released in this Agreement. Accordingly, the Parties agree that none of them have prevailed on the merits, nor shall this Agreement serve or be construed as evidence that any party has so prevailed or that Defendant has engaged in any wrongdoing.

96. This Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

SECTION XIII

DUTIES OF THE PARTIES RELATED TO FINAL COURT APPROVAL

97. No later than twenty-eight (28) calendar days after the Claim Deadline, or by such other date as the Court may direct, Class Counsel shall submit a proposed Final Approval Order:

- a. Approving the Settlement and Settlement Agreement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving the Settlement Payments and Service Payment;
- c. Approving the Administration Costs;
- d. Approving Class Counsel's attorneys' fees and costs;

98. Within seven (7) days of Defendant's Final Settlement Payment, the Settling Parties shall submit an "Order of Final Approval Dismissing the Lawsuit With Prejudice", which shall provide that this Lawsuit is dismissed with prejudice and which shall permanently bar and enjoin all Class Members (excluding Opt-Outs) from filing or prosecuting against Defendant, any individual or class or collective claims which have been released herein. Defendant agrees that the Court in the Lawsuit shall retain jurisdiction against Defendant Smith solely for the purposes of interpreting or enforcing this Agreement, including enforcing the payment of the Settlement Payments required under this Agreement.

SECTION XIV

PARTIES' AUTHORITY

99. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to its terms and conditions.

SECTION XV

MUTUAL FULL COOPERATION

100. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and their counsel, take all necessary steps to secure the Court's preliminary approval of this Settling and the Preliminary Approval Order and then the Court's final approval of this Settlement and the Final Approval Order.

SECTION XVI

FAIR, ADEQUATE, AND REASONABLE SETTLEMENT

101. The Parties agree that the Settlement Agreement is fair, adequate, and reasonable, and will so represent to the Court.

SECTION XVII

TERMINATING THE AGREEMENT

102. Should the Court not approve the Agreement or should the Court not approve and enter the Preliminary Approval Order (or in a form without any changes by the Court that any

Party deems material) or should the Court not approve and enter the Final Approval Order (or in a form without any changes by the Court that any Party deems material), the terms of this Agreement will be null and void, the Parties will retain all rights and defenses in the Lawsuit, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Lawsuit will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this Agreement is never approved by the Court, the Parties will retain all rights and defenses in the Lawsuit, and all negotiations and information and materials pertaining in any way to the settlement of the Lawsuit will be inadmissible.

SECTION XVIII

NO PRIOR ASSIGNMENTS

103. The Parties represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any of the Released Claims or any other liability, claim, demand, action, cause of action or rights released and discharged in this Settlement.

SECTION XIX

COMMUNICATIONS

104. Unless otherwise specifically provided, all notices, demands or other communications given under this Settlement Agreement shall be in writing and shall be deemed received on the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

- a. **To Class Counsel:** Christopher Williams, Workers' Law Office, PC, 1 N. LaSalle Street, Suite 1275, Chicago, Illinois 60602; Telephone: (312) 795-9121; E-mail: cwilliams@wagetheftlaw.com.

- b. **To Counsel for Defendant Smith:** Jeffrey M. Hansen, Actuate Law, LLC, 641 W Lake Street, 5th Floor, Chicago, Illinois 60661; Telephone: (312) 579-3124; E-mail: jeff.hansen@actuatelaw.com.

SECTION XX

CONSTRUCTION

105. The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive arm's-length negotiations between the Parties, and that the Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his/her or its counsel participated in the drafting of this Agreement.

SECTION XXI

CAPTIONS AND INTERPRETATIONS

106. Paragraph titles or captions contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any of its provisions.

SECTION XXII

MODIFICATION

107. This Agreement may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Court.

SECTION XXIII

INTEGRATION CLAUSE

108. This Agreement and Exhibits contain the entire agreement between the Parties relating to the settlement of the Lawsuit between the Settling Parties, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or

written and whether by a Party or such Party's legal counsel, are merged into this Agreement. No rights under this Agreement may be waived except in writing.

SECTION XXIV

BINDING ON SUCCESSORS AND ASSIGNS

109. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, assigns, guardians, conservators, and court-appointed representatives.

SECTION XXV

COUNTERPARTS

110. This Agreement may be executed in counterparts and by facsimile or electronic transmission, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement.

SECTION XXVI

APPLICABLE LAW

111. This Agreement is deemed to have been entered into in Chicago, Illinois and shall be governed by and construed in accordance with Illinois law without regard to choice of law principles.

SECTION XXVII

RETENTION OF JURISDICTION

112. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of the Agreement, and all Parties submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the terms of this Agreement.

***[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK;
SIGNATURE PAGE TO FOLLOW]***

NAMED PLAINTIFF AND CLASS REPRESENTATIVE:

ROSS PERLMUTTER, individually and as
Named Plaintiff and Class Representative

Dated: _____

CLASS COUNSEL AND COUNSEL FOR ROSS PERLMUTTER:

CHRISTOPHER J. WILLIAMS
Workers' Law Office, PC
1 N. LaSalle Street, Suite 1275
Chicago, IL 60602
(312) 795-9121

Dated _____

ANDREW SMITH:

ANDREW SMITH, individually

Dated: _____

EXHIBIT A [CLASS LIST]

Adams, Nicole
Agudelo, Ceasar
Aguilera, Sergio
Andrade, Michael
Armour, Jonathon
Arvidson, Kevin
Ask, Jeremy
Baccus, Phillip
Bailey, Ryan
Barber, Braxton
Bart, Benjamin
Battle, Timothy
Belcher, Kevin
Bird, Kyle
Bishop, Martin
Blackburn, Nate
Bonham, Michael
Boyd, Harastan
Brentlinger, Eric
Brock, Andrew
Brooks, Zach
Brown, LaShawn
Brown, Nathaniel
Brown, Willis
Bryant, Dean
Buckley, Brian
Bunt, Teddy
Cairns, Mark
Casson, Christal
Carter, Jamaal
Cartright, Michael
Christiansen, Chad
Clare, Nicholas
Coleman, Benjamin
Cormier, Brian
Coulter, James
Cronkhite, Casey
Darvive, Kevin
Davis, Nichols
Deeran, Kraig
Della Polla, Vito
Dent, Justin

Desal, Sahil
Diaz, Christopher
Dietrich, Brian
Diller-Schatz, Jacob
Domina, Jason
Doulas, Tom
Dres, Nicholas
Drew, Matt
Driscoll, Casey
Edington, Ed
Erdemir, Altan
Enzian, Heather
Espiritu, Edward
Evans, Brett
Evans, Lonnie
Feather, Adam
Feldman, Alex
Ford, Catherine
Fuentes, Sophia
Fusi, Tallah-ah
Garlick, Steven
Gedgaudas, Ted
Georg, Edward
Greenberg, Nate
Greenberg, Russ
Griffith, Ryan
Guilbert, Joel
Gutierrez, Louis
Guzman, Andres
Hahn, Jane
Hanley, Ryan
Hardnett, David
Harris, Eric
Hart, Chris
Haswah, Mohammad
Hempel, Steven
Hernandez, Angel
Hill, Arsenyl
Hintz, Andrew
Hiscox, Ryan
Hofstadter, Robert
Hubbard, Corey
Huesseini, Tarik

Iborg, John
Johnson, Charles
Johnson, Travis
Joyce, John
Kahn, Raheem
Kakar, Arun
Kalausich, Alex
Karras, Damon
Keeton, Anthony
Kevin, Timothy
Kirby, Mark
Klemmer, Joel
Knoch, William
Krombach, Luke
Kudlak, Paul
Kulczycki, Damian
Ladipo, Michael
Lance, Brandon
Landman, Wesley
Larson, Ryan
Laughlin, Martin
Laurn, J. Alexander
Leiva, Tony
Lemperis, Peter
LeSure, Matthew
Lipscomb, Kiawana
Ludden, Michael
Luna, Luis
Luther, Adam
Mahoney, Zach
Margolis, Michael
Marsh, William
Marshall, Levondrick
Martin, Eric
Martin, Patrick
McCreadie, Ian
McKeating, Michael
McKeel, Kinisha
McKendry, Andrew
McPhillips, William
Mehdi, Mustafa

Menton, Christopher
Mernagh, Patrick
Mertz, Graham
Mitchell, Adam
Mitchell, Wade
Mladenov, Keri
Mohiudin, Omar
Moran, John
Morgenstern, Jeremy
Morris, Eric
Mota, Rosa
Murphy, Michael
Murphy, William
Myers, Peter
Naatjes, Michael
Nagyivan, Sandor (Alex)
Najem, Alex
Neri, Jason
Nilles, James
Noll, Jason
North, Peter
Nosal, Benjamin
Nowak, Michael
O'Brien, Matthew
O'Reilly, Sean
Ostrow, Brian
Ott, Michael
Palumbo, Michael
Patel, Hitesh
Pathak, Nimit
Pavichevich, Dushan
Pawar, Mazhar
Peppers, William
Perez, Alex
Perez, Andrew
Perlmutter, Ross
Phillips, Steve

Pierce, Steven
Price, Gregory
Powers, Thomas
Pyle, William
Qamar, Sheryar
Rago, Eric
Raja, Basit
Randall, William
Rashid, Baseemah
Reynolds, Gabriel
Rhoads, Fletcher
Rittmueller, Jeffrey
Richards, Steven
Ridgel, Anthony
Rivers, Jesse
Ro, Seung
Robson, Alex
Rodgers, Michael
Rodriguez, Hipolito
Rothschild, Jeremy
Rucker, Andrew
Ruckman, David
Rush, Aaron
Ryan, Patrick
Sauls, Nolan
Scarborough, Josh
Schy, Robert
Scott, Anthony
Semitekol, Brian
Shah, Dhaval
Shaw, Michael
Shungu, Longe
Silverstein, David
Sims, Richard
Singer, David
Slater, Dan
Smithart, Jason

Soprani, Paul
Souferis, Paul
Stark, James
Stowe, Steven
Strole, Brian
Sullivan, Miles
Jim Swanson
Sweeney, Cortni
Taverne, Tania
Taylor, Robert
Thacker, Kevin
Tibbs, Gwendolyn
Tinucci, Joseph
Uwidia, Osabilu
Valle, Frank
Vamos, Bradley
Vasillades, Nicholas
Vigneri, Anthony
Villareal, Victor
Wade, Jon
Wallace, Rickey
Walsh, Troy
Ware, Mecos
Washington, DeWayne
Weddle, Peter
Welty, Erin
Whitcher, Dylan
Wick, Michael
Wick, Arthur
Wienberg, Benjamin
Wietzke, Ahren
Williams, Gemara
Williams, Steve
Wyche, Leslie
Zegers, Edward
Zycinski, Mark

EXHIBIT B [Short Form Notice]
NOTICE OF CLASS ACTION SETTLEMENT

CIRCUIT COURT OF COOK COUNTY, IL
al.

Perlmutter, et al. v. Houlihan, Smith & Co., Inc., et

COUNTY DEPARTMENT
CHANCERY DIVISION
CASE NO. 10 CH 50204

c/o Settlement Administrator

Why You Are Receiving This Notice

Records reflect that you were employed by Houlihan, Smith & Co., Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to **[insert date of Preliminary Approval]**, (“Class Period”) and (1) that you may not have been paid the Illinois minimum wage rate for all time worked in individual work weeks in violation of the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1, *et seq.*, and (2) that you may not have been paid one and a half times the regular rate of pay for all time worked in excess of 40 hours in a week in violation of the IMWL. Accordingly, as part of a settlement with Defendant Andrew D. Smith (“Defendant”), you are entitled to receive a pro rata share of the Class Settlement Fund based on records provided by Defendant Houlihan Smith Advisors, LLC showing the hours you worked during the Class Period. **The estimated amount you are entitled to receive is \$ [REDACTED]**. Please note that this amount is only an estimate and could be higher or lower depending on the cost of administration of the settlement, the number of class members who file a claim or other factors described below. In exchange for receiving the settlement payment described above, you will be releasing all claims that were raised, dismissed, or could have been raised in the lawsuit against Defendant. In order to receive a Settlement Payment, you must complete, sign and return a claim form no later than **[insert date 60 days from mailing]**. You must also notify the Settlement Administrator with updated address information if necessary.

You may also exclude yourself from the Settlement. If you do not wish to be a part of this settlement, you must submit a letter (“Request for Exclusion”) that states: “I request to be excluded from the settlement in *Perlmutter, et al. v. Houlihan, Smith and Co., Inc., et al.*, Case No. 2010 CH 50204 (Circuit Court for Cook County, Illinois, Chancery Division).” You must also include your full name, address, and telephone number on the request and you must personally sign the letter. The letter must be returned to the Settlement Administrator with a copy to Class Counsel and Defendant’s counsel no later than **[insert date 60 days from mailing]**. The Request for Exclusion must be returned to the Settlement Administrator with a copy to Class Counsel and Defendant’s counsel (a) by U.S. Mail, postage pre-paid, (b) by overnight delivery by a national courier service, such as United Parcel Service or Federal Express, or (c) by hand-delivery to the Settlement Administrator, Class Counsel, and Settling Defendants’ Counsel. Any attempt to return the Request for Exclusion in any other manner, such as by e-mail, fax, or telephone, will be insufficient to exclude you from the settlement and will be considered null and void. Additional information on how to exclude yourself is provided in the Complete Notice. If you do exclude yourself from the settlement, you will not be entitled to recover any funds from the settlement and will not be releasing your claims against Defendant.

You may also object to the terms of the Settlement. To object to the Settlement, you must send a written objection to the Settlement Administrator with copies to Class Counsel and Defendant’s Counsel, no later than the **[insert date 60 days from mailing]**. The written objection must be returned to the Settlement Administrator with copies to Class Counsel and Defendant’s counsel (a) by U.S. Mail, postage pre-paid, (b) by overnight delivery by a national courier service, such as United Parcel Service or Federal Express, or (c) by hand-delivery to the Settlement Administrator, Class Counsel, and Settling Defendants’ Counsel. Any attempt to return the written objection in any other manner, such as by e-mail, fax, or telephone, will be insufficient to object to the settlement and will be considered null and void. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Only Class Members may object to the settlement. Additional information on how to object to the settlement is provided in the Complete Notice.

Please Note: This is only a summary of the terms of the Settlement. A complete notice that provides the details of this lawsuit and settlement is available by contacting Class Counsel at (312) 795-9121. ***Please review the complete notice prior to excluding yourself from or objecting to the settlement.***

The Settlement Administrator

Class Counsel

Defendant Smith’s Counsel

FILED DATE: 4/3/2023 12:00 AM 2010CH50204

Perlmutter v. HSA Settlement
c/o Analytics Consulting, LLC
P.O. Box [insert]
Chanhassen, MN 55317-[insert]

Christopher Williams
Workers' Law Office, PC
1 N. LaSalle Street, Suite 1275
Chicago, IL 60602

Jeffrey M. Hansen
Actuate Law, LLC
641 W Lake Street, 5th Floor
Chicago, Illinois 60661

Fairness Hearing: A hearing will be held before the Honorable Allen P. Walker on [insert], 2023 at [insert] a.m. via video conference at [insert Zoom link] or via teleconference at [insert call in information] to determine whether the proposed settlement with Defendant fairly resolves the claims against Defendant as explained below. The Fairness Hearing may be continued from time to time as the Court may direct, without further notification.

FILED DATE: 4/3/2023 12:00 AM 2010CH50204

EXHIBIT C
IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION
Perlmutter, et al. v. Houlihan, Smith & Co., Inc., et al., Case No. 10 CH 50204
[Claims Admin to add date of mailing]

CLAIM AND RELEASE FORM

If your name or address are different from those shown below, print the corrections on the lines to the right.

<<NAME>> Changes (if any):

<<ADDRESS>> _____
<<CITY>>, <<ST>> <<ZIP>> _____

Please provide your day and evening telephone numbers:
(_____) _____ - _____ (_____) _____ - _____
Area Code Daytime Telephone Number Area Code Evening Telephone Number

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR A MONETARY RECOVERY. INCOMPLETE AND/OR UNTIMELY CLAIM FORMS WILL BE REJECTED.

I. INSTRUCTIONS:

1. You must sign and mail this Claim and Release Form in order to be eligible for a monetary recovery. Your Claim and Release Form must be postmarked no later than 60 days from the date on the Claim Form, or by [redacted] or it will be rejected.

2. If you move, please send the Claims Administrator your new address. It is your responsibility to keep a current address on file with Claims Administrator.

II. TO QUALIFY FOR YOUR SHARE OF THE SETTLEMENT AMOUNT, YOU MUST AGREE TO THE FOLLOWING CONDITIONS BY SIGNING AND DATING SECTION III.

I consent and agree to join this lawsuit and to be bound by the class action settlement in this matter. My signature constitutes a release by me, on behalf of myself and my heirs, legatees, and personal representatives, for all claims alleged in the Fifth Amended Complaint in this matter of Andrew D. Smith, specifically claims for alleged unpaid minimum and overtime wages for the period of July 1, 2009 through [insert date of Preliminary Approval].

III. CLAIMANT SIGNATURE:

I declare under penalty of perjury under the laws of the State of Illinois and the United States that the foregoing is true and correct and that I understand and agree to be bound by the terms of the above waiver and release. I hereby waive my right to object and/or opt out of the settlement class.

x _____
(Sign your name here)

Date Signed: _____

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

ROSS PERLMUTTER, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ANDREW D. SMITH, individually,

Defendant.

Case No. 10 CH 50204

Calendar 3

Judge Allen P. Walker

NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT AND FAIRNESS HEARING

TO: All persons employed by Houlihan, Smith & Co., Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1, 2009 to **[insert the date of Preliminary Approval]**.

Please Read This Notice Carefully. This Notice Relates to a Proposed Class Action Settlement of Litigation. If You Are a Class Member, It Contains Important Information as to Your Rights.

1. What is this Notice about?

This Notice is to tell you about the Settlement of a “class action” lawsuit that was filed against Houlihan, Smith & Co., Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, and Richard Houlihan, Andrew D. Smith and Charles Botchway, in their individual capacities and to tell you about a “Fairness Hearing” before Judge Walker on [redacted], 2023 at [redacted] a.m. via video conference at **[insert Zoom link]** or via teleconference at **[insert call in information]** to determine whether the proposed settlement (the “Settlement”) with Andrew D. Smith (“Defendant”) described in the Class Action Settlement Agreement fairly resolves the claims against Defendant as explained below.

2. What is the Lawsuit about?

On November 23, 2010, Plaintiff Ross Perlmutter filed a complaint in the Chancery Division of the Circuit Court of Cook County, Illinois, alleging that he and other similarly situated employees of Houlihan Smith & Company, Inc. (hereafter “HSC”), its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC (hereafter “HSA”), and Richard Houlihan, Andrew D. Smith and Charles Botchway, in their individual capacities, employed in the State of Illinois as telemarketers, or other similar positions, at any

time from November 23, 2007 to the present, (a) were not paid at least the Illinois minimum wage for all hours worked during each individual work week and (b) were not paid one and one-half the regular rate of pay for all hours worked over 40 hours in a work week and is entitled *Perlmutter, et al. v. Houlihan, Smith and Co., Inc., et al.*, Case No. 2010 CH 50204 (“the Lawsuit”).

In the Fifth Amended Complaint, the operative complaint in the Lawsuit, the Plaintiff brought a claim under the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et seq.*, claiming that Defendants failed to pay him and other similarly situated employees at least the Illinois minimum wage rate for all hours worked in individual work weeks between November 23, 2007 and the present and claiming that Defendants failed to pay him and other similarly situated employees one and one-half the regular rate of pay for all hours worked over 40 hours in a work week between November 23, 2007 and the present. On April 23, 2019, the Court issued a new order modifying the certification of this matter as a class action by amending the class period to July 1, 2009 to the present. During the course of this litigation, Plaintiff and Defendants Richard Houlihan and Charles Botchway engaged in settlement discussions and reached a settlement which was approved by the Court on April 25, 2022. The litigation continued against Defendant Smith and now Plaintiff and Defendant Smith have reached this settlement on behalf of Plaintiff and the Class. Defendant denies all of the allegations in the Lawsuit and no court has made a determination as to merits of Plaintiff’s claims.

3. Why did I get this Notice?

You received this Notice because information provided by the Defendants to Class Counsel identified you as a person in the Class, which has been defined by the Court as:

The Class Representative (Ross Perlmutter) and (a) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to, Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to **[insert the date of Preliminary Approval]**, that were not paid at least the Illinois minimum wage for all hours worked each week and (b) All individuals who were employed by Houlihan Smith & Company, Inc., its subsidiaries or affiliated companies, including, but not limited to Houlihan Smith Advisors, LLC, in the State of Illinois, as telemarketers, or other similar positions, at any time from July 1st of 2009 to **[insert the date of Preliminary Approval]**, that were not paid one and a half times the regular rate of pay for all time worked in excess of 40 hours in a week.

If you received this Notice, you are eligible to receive compensation as described below.

4. What is the “Settlement” and how was it agreed upon?

The Settlement is a compromise of Plaintiff’s claims in the Lawsuit and is not to be construed as an admission of liability on the part of any of the Defendants. The Court has granted preliminary approval of this Class Action Settlement, and the Named Plaintiff and Defendant (collectively, “the Settling Parties”) are now seeking final Court approval, which is required for

the Settlement to become effective. The Settlement includes a procedure for eligible persons to file a claim to receive a share of the Class Settlement Fund. Plaintiff believes that the claims asserted in the Lawsuit have merit. Defendant does not believe that the claims asserted in the Lawsuit have merit. There has been no determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual allegations made against Defendant in this Lawsuit to date.

Substantial amounts of time, energy, and other resources have been devoted by the Settling Parties in prosecuting and in defending the Lawsuit. Unless there is a Settlement, the Lawsuit will continue against Defendant. In settlement negotiations, the Settling Parties have taken into account the uncertainty of the outcome and the risk of litigation. In light of these factors, the Settling Parties believe that the Settlement is good way to resolve the claims against Defendant and achieving certain recovery for you and other members of the Class while all of the Settling Parties can minimize the time, expense and risk inherent in going to trial. The litigation will continue against the non-Settling Defendants.

The Settling Parties and their attorneys believe that the Settlement is fair, reasonable, and adequate, and in the best interests of all Parties, including the Class.

5. What are the terms of the Settlement and what am I entitled to recover?

Defendant has agreed to pay a Settlement Amount of \$232,500.00 to resolve all claims in this Lawsuit. Each class member shall be allocated a proportionate share of the Settlement Amount as a portion of each class member's alleged unpaid minimum wages, alleged unpaid overtime wages, and statutory interest owed on these unpaid wages during the class period after the Settlement Amount has been reduced by: (1) the costs of administering the settlement up through final approval of the Settlement; (2) the \$20,000.00 court-approved payment to the Named Plaintiff for his service to the Class; and (3) Class Counsel's reasonable attorneys' fees and costs as awarded by the Court (which shall be no more than one-third of the Settlement Amount). The Settlement Amount as reduced by the foregoing amounts is referred to in this Notice as the "Class Settlement Fund."

As part of the Settlement, each Class Member who files a timely claim will receive a pro rata share of the Class Settlement Fund based on the following formula:

$$\text{[\$100.00 representing alleged unpaid overtime]} + \text{[Individual Owed Unpaid Minimum Wages/Total Unpaid Minimum Wages * Class Settlement Fund]}$$

The Settlement Administrator will pay settlement payments directly to Claimants. Half of the payment made to each Claimant shall be treated as unpaid minimum wages and overtime wages for which the Settlement Administrator shall issue an IRS Form W-2 and the other half of the payment made to each Claimant shall be treated as statutory damages for the unpaid minimum wages and overtime wages, for which the Settlement Administrator shall issue an IRS Form 1099 if required by law. If you receive a settlement payment, you are responsible for any tax liability resulting from such payments.

7. How do I receive a Settlement Award?

To receive a part of the Class Settlement Fund, you must return to the Settlement Administrator a completed claim form no later than **[insert date 60 days from mailing]**. If the Court gives final approval to this Settlement with Defendant, the Settlement Administrator will issue a check directly to each Claimant. Please note that it is your obligation to provide the Settlement Administrator with any updated address information, as needed.

8. Am I required to participate in the Settlement?

No, you may exclude yourself or “opt-out” of the Settlement if you do not wish to participate in this Settlement as long as you comply with the opt-out procedures. To opt-out, you must submit to the Settlement Administrator, with a copy to Class Counsel and Counsel for Defendant, a letter (“Request for Exclusion”) that states: “I request to be excluded from the settlement in *Perlmutter, et al. v. Houlihan, Smith and Co., Inc., et al.*, Case No. 2010 CH 50204 (Circuit Court for Cook County, Illinois, Chancery Division).” You must also include your full name, address, and telephone number on the request and you must personally sign the letter. The letter must be returned to the Settlement Administrator with a copy to Class Counsel and Defendant’s counsel at the addresses below no later than **[insert date 60 days from mailing of Short Form Notice]**. The Request for Exclusion must be returned to the Settlement Administrator with a copy to Class Counsel and Defendant’s counsel (a) by U.S. Mail, postage pre-paid, (b) by overnight delivery by a national courier service, such as United Parcel Service or Federal Express, or (c) by hand-delivery to the Settlement Administrator, Class Counsel, and Settling Defendants’ Counsel. Any attempt to return the Request for Exclusion in any other manner, such as by e-mail, fax, or telephone, will be insufficient to exclude you from the settlement and will be consider null and void. **If you opt-out of the Settlement you will not recover any money as part of this Settlement.** You may, however, pursue other legal remedies apart from the Settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. **YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THIS SETTLEMENT.**

You may also object to the terms of the Settlement. To object to this Settlement, you must send a written objection to the Settlement Administrator with copies to Class Counsel and Defendant’s Counsel, at the addresses below, no later than the **[insert date 60 days from mailing of Short Form Notice]**. The written objection must be returned to the Settlement Administrator with copies to Class Counsel and Defendant’s counsel (a) by U.S. Mail, postage pre-paid, (b) by overnight delivery by a national courier service, such as United Parcel Service or Federal Express, or (c) by hand-delivery to the Settlement Administrator, Class Counsel, and Defendant’s Counsel. Any attempt to return the written objection in any other manner, such as by e-mail, fax, or telephone, will be insufficient to object to the settlement and will be consider null and void. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Only Class Members may object to the settlement.

The Settlement Administrator

Perlmutter v. HSA Settlement
c/o Analytics Consulting, LLC

Class Counsel

Christopher Williams
Workers’ Law Office, PC
1 N. LaSalle Street, Suite 1275

Defendant Smith’s Counsel

Jeffrey M. Hansen
Actuate Law, LLC
641 W Lake Street, 5th Floor

P.O. Box [insert]
Chanhausen, MN 55317-[insert]

Chicago, IL 60602

Chicago, Illinois 60661

9. When is the Court hearing to determine if this Settlement is fair?

The Fairness Hearing will be held before the Honorable Allen P. Walker on [insert], 2021 on [insert], 2023 at [insert] a.m. via video conference at [insert Zoom link] or via teleconference at [insert call in information] to determine whether the proposed settlement (the “Settlement”) with Defendant described in the Class Action Settlement Agreement fairly resolves the claims against Defendant as explained below. The Fairness Hearing may be continued from time to time as the Court may direct, without further notification.

If you are a member of the Class, you will be bound by the proposed Settlement if it is approved, unless you opt-out by making a timely opt-out request as described in Section 8 above.

10. What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in this case is to determine whether the proposed Settlement of the Lawsuit with Defendant is fair, reasonable, and adequate, and whether the proposed Settlement should be finally approved by the Court and the Lawsuit dismissed against the Defendant. **Any member of the Class who is satisfied with the proposed Settlement does not have to appear at the Fairness Hearing.**

Any member of the Class who has not validly and timely opted-out of the Settlement but who objects to the proposed Settlement may appear in person or through counsel at the Fairness Hearing and be heard as to why the Settlement should not be approved as fair, reasonable, and adequate, or why a final approval order should or should not be entered dismissing the Lawsuit with prejudice. No attorneys’ fees will be paid by Defendant to an objector’s counsel for any work related to an objection to this Settlement.

No member of the Class will be heard or entitled to object to the Settlement and no papers or briefs submitted by any such Class Member will be received or considered by the Court, unless a written objection following the procedure outlined above is postmarked or received by the Settlement Administrator no later than [insert date 60 days from mailing of Short Form Notice]. Any documents filed with the Court must be mailed to Class Counsel and Counsel for Defendant at the addresses listed in Section 8 above.

Members of the Class who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.

11. What rights am I giving up if I participate in the Settlement?

Members of the Class who do not opt-out of this Settlement (whether or not such members submit claims) will release and discharge, on behalf of themselves and their heirs, legatees,

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personal representatives and assigns, Defendant Smith from all claims raised in or that could have been raised in or that were dismissed from the Lawsuit, including, but not limited to, the Fifth Amended Complaint, described in Section 2 above, and any other previous complaints filed in the Lawsuit.

12. How are the lawyers for the Settlement Class paid?

Class Counsel will petition the Court for reimbursement of reasonable attorneys' fees and costs from the Settlement Amount, not to exceed one-third of the Total Settlement Amount, for all past and future legal work and costs incurred in this Litigation through final approval of this Settlement as set forth in the Class Action Settlement Agreement.

13. What if the Court does not approve the Settlement?

If the Court does not approve the Settlement, the case will proceed against Defendant as if no Settlement has been attempted, and there can be no assurance that Class Members will recover more than is provided for in the Settlement, or indeed, anything.

14. Can I review a copy of the Settlement Agreement?

Yes, to request a copy of the Settlement Agreement, please contact Class Counsel at:

Christopher Williams, Workers' Law Office, PC, 1 N. LaSalle Street, Suite 1275, Chicago, Illinois 60602; Telephone: (312) 795-9120; E-mail: cwilliams@wagetheftlaw.com;

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT.

Dated:

BY ORDER OF THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, COUNTY DEPARTMENT, CHANCERY DIVISION

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

ROSS PERLMUTTER, individually, and
on behalf of all others similarly situated,

Plaintiff,

v.

ANDREW D. SMITH, individually,

Defendant.

Case No. 10 CH 50204

Calendar 3

Judge Allen P. Walker

ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT
AGREEMENT BETWEEN PLAINTIFF AND DEFENDANT AND
APPROVING FORM AND MANNER OF CLASS NOTICE AND
SETTING A HEARING FOR FINAL APPROVAL OF SETTLEMENT

Ross Perlmutter (“Named Plaintiff”) and Defendant Andrew D. Smith (“Defendant”) (collectively, the “Parties”), having reached a settlement in this matter on a class-wide basis, the Court having reviewed the Class Action Settlement Agreement (“Class Action Settlement Agreement”) and the record in this Litigation, including the Plaintiff’s Unopposed Motion for Preliminary Approval of the Parties’ Class Action Settlement Agreement and for Approval of Form and Manner of Class Notice and Scheduling Hearing for Final Approval of Settlement,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court hereby preliminarily approves the Class Action Settlement Agreement and the Settlement set forth therein as being fair, reasonable, and adequate. The Class Action Settlement Agreement is the result of arm’s-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court approves the Parties' proposed Notice of Class Action, Proposed Settlement and Hearing, and the manner in which notices will be given as provided in the Class Action Settlement Agreement.

3. The Court further appoints Analytics Consulting, LLC as the Settlement Administrator.

4. Within twenty-eight (28) days after the deadline to opt-out or file objections, Class Counsel will submit to the Court any necessary documents for the Court's consideration of Final Approval of the Class Action Settlement Agreement, including any Motions, final calculations of settlement payments to the Class Members, and responses to any objections and/or comments.

5. The Fairness Hearing is hereby scheduled to be held before the Court on [REDACTED], 2023 at [REDACTED] a.m. via video conference at [insert Zoom link] or via teleconference at [insert call in information].

6. Pending final approval of the Class Action Settlement Agreement, the prosecution of this case against Defendant is hereby stayed; the Class Representative, all members of the Class, and each of them, and anyone who acts or purports to act on their behalf, shall not threaten, institute, commence or prosecute any action that seeks to assert claims against Defendant related to the subject matter of this lawsuit.

7. The Court reserves exclusive and continuing jurisdiction over this Litigation, the Class Representative, the Class, and the Defendant for the purposes of: (1) supervising the implementation, enforcement, construction, and interpretation of this Order and the Class Action Settlement Agreement upon the entry of a Final Order by this Court granting final approval of the Class Action Settlement Agreement and dismissing this Lawsuit with prejudice, or in the event of an appeal of such Final Order, the final resolution of the appeal upholding the Final Order; (2)

supervising the distribution of the Settlement Fund; and (3) resolving any disputes or issues that may arise in connection with this Litigation or the Settlement of this Litigation.

It is so ordered.

DATE: _____

County Department, Chancery Division

The Honorable Allen P. Walker
Circuit Court Of Cook County, Illinois