

**IN THE CIRCUIT COURT OF DUPAGE COUNTY, ILLINOIS
COUNTY DEPARTMENT, LAW DIVISION**

TAMEKA BURCHETT, individually,
and on behalf of all others similarly situated,

CASE NO.: 2024-LA-000900

Plaintiff,

CLASS ACTION

v.

CHATEAU NURSING AND
REHABILITATION CENTER, LLC,

Defendant.

CLASS ACTION SETTLEMENT AGREEMENT

This settlement agreement (the “Agreement,” “Settlement Agreement,” or “Settlement”) is entered into by Plaintiff Tameka Burchett (“Plaintiff” or “Burchett”), on behalf of herself and on behalf of the Settlement Class, and Defendant Chateau Nursing and Rehabilitation Center, LLC (referred to as “Defendant”). Plaintiff and Defendant are collectively referred to as the “Parties.” This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims upon and subject to the terms and conditions hereof, and is subject to the approval of the Court.

RECITALS

A. Plaintiff filed a class action complaint against Defendant which is pending in the Circuit Court of Dupage County, Illinois, Law Division case number 2024-LA-000900, alleging violations of the Illinois Biometric Information Privacy Act, 740 ILCS 14/1 *et seq.* (“BIPA”).

B. Following the filing of the lawsuit, the Parties to this Agreement began discussing the potential for a class-wide settlement and exchanged information on the underlying facts of the case and the size of the class. After considerable arms-length negotiations, the Parties were able to reach agreement on the terms of a class-wide settlement.

C. Plaintiff and Class Counsel conducted an examination of the law and facts relating to the allegations in the complaint and Defendant’s potential defenses. Plaintiff believe each claim asserted in the Action has merit, that they would ultimately succeed in obtaining adversarial certification of the proposed Settlement Class, and that they would have prevailed on the merits at summary judgment or at trial. But Plaintiff and Class Counsel recognize that Defendant has raised factual and legal defenses in the Action that presented a risk that Plaintiff may not prevail and/or that a class might not be certified for trial. Class Counsel has also taken

into account the uncertain outcome and risks of any litigation, especially in complex actions, as well as the difficulty and delay inherent in such litigation. This Agreement presents an exceptional result for the Settlement Class, and one that will be provided to the Class without delay. Therefore, Plaintiff believes that it is desirable that the Released Claims be fully and finally compromised, settled, and resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Settlement Agreement.

D. Defendant denies all allegations of wrongdoing and liability, and has asserted defenses to Plaintiff's claims. Defendant believes its defenses have merit and that it would ultimately prevail. Nevertheless, Defendant has concluded that this Settlement Agreement is desirable to avoid the time, risk, and expense of defending protracted litigation and advancing their defenses. Defendant, without admitting to the lack of merit with respect to any defenses, desire to resolve finally and completely the pending and potential claims of Plaintiff and the Settlement Class. Defendant agrees to certification of the Settlement Class for settlement purposes only and in no way concede that had the Parties litigated class certification that Plaintiff would have ultimately succeeded in certifying a class. If the terms of this Agreement are not ultimately approved, Defendant retains all rights and defenses to Plaintiff's claims, including the right to contest class certification and/or to assert any and all other defenses.

NOW, THEREFORE, IT IS HEREBY AGREED by Plaintiff, the Settlement Class, and Defendant that, subject to the Court's approval after a hearing as provided for in this Settlement, and in consideration of the benefits flowing to the Parties from the Settlement set forth herein, the Released Claims shall be fully and finally compromised, settled, and released, and the Action shall be dismissed with prejudice, upon and subject to the terms and conditions set forth in this Settlement Agreement.

AGREEMENT

1. DEFINITIONS

As used herein, in addition to any definitions set forth elsewhere in this Settlement Agreement, the following terms shall have the meanings set forth below:

1.1 **"Action" or "Litigation"** means the case captioned *Tameka Burchett, individually and on behalf of all others similarly situated v. Chateau Nursing and Rehabilitation Center, LLC*, case number 2024-LA-000900, pending in the Court of DuPage County, Illinois.

1.2 **"Agreement" or "Settlement Agreement"** means this settlement agreement.

1.3 **"Direct Check"** means a check sent to the class members as a settlement payment.

1.4 **"Class Counsel"** means attorney Mark Hammervold of Hammervold Law and Rachel Dapeer of Dapeer Law, P.A.

1.5 “**Class Representative**” means the named plaintiff in the Action, Tameka Burchett.

1.6 “**Court**” means the Circuit Court of DuPage County, Illinois.

1.7 “**Defendant**” means Chateau Nursing and Rehabilitation Center, LLC.

1.8 “**Defendant’s Counsel**” means Baker & Hostetler LLP.

1.9 “**Effective Date**” is defined as set forth in Paragraph 9.1.

1.10 “**Fee Award**” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel awarded by the Court to be paid out of the Settlement Fund.

1.11 “**Final Approval Hearing**” means the hearing before the Court where the Parties will request that the Final Judgment be entered by the Court finally approving the Settlement as fair, reasonable, and adequate, and approving the Fee Award and the service award to the Class Representative.

1.12 “**Final Judgment**” means the final judgment to be entered by the Court approving the settlement of the Action in accordance with this Settlement Agreement after the Final Approval Hearing.

1.13 “**Notice**” means the notice of this Settlement and Final Approval Hearing, which is to be disseminated to the Settlement Class in the manner set forth in this Agreement, and in a format substantially similar to that attached hereto as Exhibit A.

1.14 “**Notice Date**” means the last date upon which the Notice may be disseminated to the Settlement Class, which shall be set by the Court in the Preliminary Approval Order as no later than approximately sixty (60) days prior to the Final Approval Hearing

1.15 “**Objection/Exclusion Deadline**” means the date by which a written objection to the Settlement Agreement or a request for exclusion submitted by a person within the Settlement Class must be filed with the Court and/or postmarked, which shall be no later than twenty (20) days before the Final Approval Hearing. The Objection/Exclusion Deadline will be set forth in the Notice.

1.16 “**Plaintiff**” means Tameka Burchett.

1.17 “**Preliminary Approval**” means the Court’s order, attached hereto as Exhibit B or an order substantially similar to Exhibit B, preliminarily approving the Agreement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Notice.

1.18 **“Released Parties”** means Chateau Nursing and Rehabilitation Center, LLC, Atied Associates, LLC, Extended Care Consulting, LLC, Extended Care Clinical, LLC, and any affiliated companies, including their parents, subsidiaries, divisions, partners, joint venturers, sister corporations, and as intended third-party beneficiaries, their predecessors, successors, heirs, and assigns, and their past, present and future owners, directors, officers, members, agents, attorneys, employees, vendors, contractors, representatives, trustees, administrators, fiduciaries, insurers and reinsurers, jointly and severally, in their individual, fiduciary and corporate capacities, and/or other individuals or entities in which Defendant has a controlling interest or which are affiliated with any of them, or any other representatives of any of these persons and entities, as well as all persons acting by, through, under or in concert with any of these persons or entities (all collectively referred to as the “Released Parties”).

1.19 **“Plaintiff Releasing Parties”** means Tameka Burchett and her present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.20 **“Class Member Releasing Parties”** means Settlement Class Members other than Tameka Burchett and their respective present or past heirs, executors, estates, administrators, assigns, agents, consultants, independent contractors, insurers, attorneys, accountants, financial and other advisors, investment bankers, underwriters, lenders, and any other representatives of any of these persons and entities.

1.21 **“Settlement Administration Expenses”** means the expenses incurred by the Settlement Administrator relating to administering this Settlement, providing Notice, mailing checks for Settlement Payments, and other such related expenses, with all such expenses to be paid from the Settlement Fund.

1.22 **“Settlement Administrator”** means a mutually agreed upon Administrator which, subject to Court approval, will provide the Notice, Process and distribute Settlement Payments, distribute the Court approved Fee Award to Class Counsel, distribute the Court service award, and perform other requested duties to administer the settlement.

1.23 **“Settlement Class”** means all individuals who used a finger scan timekeeping system at Chateau Nursing and Rehabilitation Center, LLC at any time between February 6, 2019 to May 22, 2023. Defendant estimates there are 657 people who fall within the class definition.

Excluded from the Settlement Class are: (1) Defendant’s officers and directors, (2) Class counsel, (3) any judge presiding over this Action and members of their families, (3) persons who properly execute and file a timely request for exclusion from the class, (4) persons whose claims in this matter have been finally adjudicated on the merits or otherwise released, and (5) the legal representatives, successors or assigns of any such excluded persons.

1.24 “**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.

1.25 “**Settlement Fund**” means the amount paid by or on behalf of Defendant into the account for this Settlement established by the Settlement Administrator. The Settlement Fund shall be paid to the Settlement Administrator within ten (10) days of the Effective Date. The Settlement Fund is \$427,050.00, which shall be used to pay (1) monetary relief to Settlement Class Members who timely deposit their checks, (2) notice and administration costs, (3) Class Counsel’s attorneys’ fees and costs, and (4) a service award to Plaintiff. This is the total amount that Defendant will be obligated to pay under this Agreement, unless the final number of the Settlement Class Members differs from the initial estimate of 657. If the final number of Settlement Class Members is higher than 657, the settlement fund shall increase by the gross amount of \$650.00 for each person beyond 657 people. If the final number of Settlement Class Members is lower than 657, the settlement fund shall decrease by the gross amount of \$650.00 for each person below 657 people.

1.26 “**Settlement Payment**” means the payment Class Members shall receive.

2. SETTLEMENT RELIEF

2.1 Settlement Payments to Settlement Class Members.

a. Class Members who do not timely opt out or object, will receive a pro rata amount of the Settlement Fund not to exceed \$650.00 per claimant (prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys’ Fees and Expenses, which is estimated to result in a total net amount of \$300-400 for each Settlement Class Member). The pro rata amount is calculated by dividing the amount remaining in the Settlement Fund after deducting the Fee Award, service award to the Class Representative, and the Settlement Administration Expenses by the number of Class Members. Settlement Class Members must timely cash their checks in order to receive their pro rata amount of the Settlement Fund. Settlement Class Members who do not timely cash their check will not receive their pro rata amount or any other monetary payment. Class Members are responsible to pay the appropriate individual taxes due on the Settlement Awards they receive. Class Counsel and counsel for Defendant do not intend this Agreement to constitute legal advice relating to tax liability of any Class Member. To the extent that this Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

b. All Direct Checks must be cashed within 180 days of the issuance date. For any individual checks that remain uncashed after 180 days, or that bounce back as undeliverable, the Settlement Administrator shall make one additional attempt to identify

an address for such individual and shall send a new check to such individual. Any Class Member who fails to cash the check by the deadline shall be forever barred from receiving any distribution from the Settlement Fund or any other payment pursuant to this Agreement but shall in all other respects be bound by all of the terms of this Agreement, including any order entered by the Court, and will be permanently barred and enjoined from bringing any action, claim, or other proceeding of any kind against any person concerning any of the Released Claims.

c. The Settlement Administrator shall send each Settlement Class Member their pro rata amount of the Settlement Fund within thirty (30) days of the Effective Date via email and First Class U.S. Mail to the mail and email addresses included on the Class Members list.

d. All Settlement Payments will state on the face of the check that the check will expire and become null and void unless cashed within 180 days after the date of issuance.

e. All residual funds, unclaimed funds, funds from uncashed checks, and/or funds remaining in the Settlement Fund after the Settlement Administrator makes all required payments under this Agreement shall be sent to Defendant.

f. All Settlement Awards to Class Members shall be deemed paid to such Class Members solely in the year in which such payments actually are received by the Class Members. It is expressly agreed that the receipt of such Settlement Awards will not entitle any Class Member to additional or increased compensation or benefits under any company bonus, contest, or other compensation or benefit plan or agreement in place during the period covered by the Settlement. It is the intent of this Settlement that the Settlement Awards provided for in this Agreement are the sole payments to be made to Class Members in consideration for the Release, and that the Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Awards (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

3. RELEASES

3.1 *Class Representative's Release.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Plaintiff Releasing Parties, and each of them, shall be deemed to have released, and by operation of the Final Judgment shall have, fully, finally, and forever, released, relinquished and discharged the Released Parties of any and all claims of any kind, actual, potential, filed, unfiled, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, statutory claims, common law 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, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever from the beginning of time through the date of final judgment, including, but not limited to, all claims which were made or which could have been made by Plaintiff in the Action.

3.2 *Release by the Class Members.* Upon the Effective Date, and in consideration of the settlement relief described herein, the Class Member Releasing Parties, and each of them shall be deemed to have released and by operation of the Final Judgment shall have fully finally and forever, released, relinquished and discharged the Released Parties from 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, whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever arising out of, related to, or connected with (1) the alleged possession, collection, capture, purchase, transmission, conversion, receipt through trade, obtaining, sale, lease, trade, profit from, disclosure, redisclosure, dissemination, storage, transmittal, transmission, and/or other use of alleged biometric identifiers ((including, but not limited to retina or iris scan, fingerprint, voiceprint, scan of hand, scan of face geometry, or measurement of any biological feature), alleged biometric information (including, but not limited to, any information, regardless of how it is captured, converted, stored, or shared, based on an individual's biometric identifier used to identify an individual), and/or other alleged biometric data by any Released Party, including, but not limited to, claims under the BIPA or any other federal, state, or local statute, regulation, or common law, including, but not limited to, claims related to the use of the Timekeeping System and (2) any claims arising under the BIPA related to Defendant or any other Released Party relating to alleged biometric identifiers, biometric information, or biometric data captured, collected, possessed, or otherwise obtained at Chateau Nursing and Rehabilitation Center. The Release by Class Members shall *not* include release of claims arising from the collection of their biometric information at other facilities, such as Countryside Nursing and Rehabilitation Center, South Suburban Rehabilitation Center, Beecher Manor Nursing and Rehabilitation Center, Burbank Rehabilitation Center, Crestwood Rehabilitation Center, Lakewood Nursing & Rehabilitation Center, Lemont Nursing and Rehabilitation Center, Prairie Manor Nursing and Rehabilitation Center, Renwick Nursing & Rehab, South Holland Manor Health & Rehab Center, South Shore Rehabilitation, St. James Manor & Villas, Westmont Manor & Rehab Center.¹

¹ There are other pending class action lawsuits against several of these other facilities and Extended Care Consulting, LLC, such as *Tiara Brandon v. Extended Care Consulting, LLC*, No. 2020 CH 00777 (Cook Co.). For Class Members who worked at both Defendant Chateau Nursing and Rehabilitation Center and other facilities affiliated with Extended Care Consulting, LLC or other Released Parties, this class settlement is only meant to release those Class Members claims arising from fingerprint scans at Chateau Nursing and Rehabilitation Center, and not their BIPA claims against any other facility, or against Extended Care Consulting, LLC arising from biometric scans performed at other facilities.

3.3 The claims released in the *Class Representative's Release* and the claims released in the *Release by the Class Members* are collectively referred to as the "Released Claims."

4. NOTICE TO THE CLASS

4.1 The Notice shall include:

a. *Class List.* Defendant shall provide the Settlement Administrator with a class list within fourteen (14) days of Preliminary Approval. Such list shall include each Settlement Class Member's name and last known physical address, and Social Security Number (to issue 1099s to all Class Members who receive a Settlement Payment). To the extent that Defendant does not have the names or the last known U.S. mail address or email address of any member of the Settlement Class who worked at Defendant's facility in Illinois, Defendant will informally request such information from the applicable temporary agency(ies) in order to complete the Class List. To the extent that any such agency refuses to produce the names or the last known U.S. mail address of any such individual in response to Defendant's informal request, Defendant will seek the Court's assistance including but not limited to issuing a subpoena to such agency(ies) and the information will be produced only to Defendant or the Settlement Administrator. The Settlement Administrator shall keep the Class List and all personal information obtained therefrom, including the identity and mailing addresses, and Social Security Numbers of all persons strictly confidential. The Settlement Administrator shall not share the Class List or any personal information obtained therefrom with any other party or attorney. The Class List may not be used for any purpose other than effectuating this Settlement.

b. *Notice.* Notice and administration costs will be paid from the Settlement Fund. The Settlement Administrator shall send Notice via email and U.S. mail substantially in the form attached as Exhibit A to all persons in the Settlement Class to the last known address for the Class Member within thirty (30) days of Preliminary Approval. To the extent that a mailing is returned the Settlement Administrator shall follow up through reasonable and practicable means that the Settlement Administrator deems appropriate, including, but not limited to, the National Change of Address Database ("NCOA") to identify the current location of such individual so long as the cost of such follow up does not exceed the cost of the Settlement Administrator's budget for administering this matter.

4.2 *Right to Intervene and Object or Comment.* Any member of the Settlement Class who intends to intervene and object to this Settlement Agreement must present the objection in writing, which must be personally signed by the objector and must include: (a) the Settlement Class Member's full name and current address, (b) a statement that he or she believes himself or herself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that the Settlement Class Member desires the Court to consider, (e) 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 (f) 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). All written objections must be filed with the Court and postmarked, e-mailed or delivered to Class Counsel and Defendant's Counsel no later than the Objection/Exclusion Deadline. 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 Section 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.

4.3 *Right to Request Exclusion.* Any Person in the Settlement Class may submit a request for exclusion from the Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (a) be in writing; (b) identify the name of the case and case number, *Tameka Burchett v. Chateau Nursing and Rehabilitation Center, LLC*, case number 2024-LA-000900, pending in the Judicial Circuit Court of DuPage County, Illinois; (c) state the full name and current address of the Person in the Settlement Class seeking exclusion; (d) be physically signed by the Person(s) 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/We hereby request to be excluded from the proposed Settlement Class in *Tameka Burchett v. Chateau Nursing and Rehabilitation Center, LLC*, case number 2024-LA-000900, pending in the Judicial Circuit Court of DuPage County, Illinois." 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 persons serving such a request shall be deemed to remain Settlement Class Members and shall be bound as Settlement Class Members by this Settlement Agreement, if approved. Any Person who elects to request exclusion from the Settlement Class shall not (a) be bound by any orders or Final Judgment entered in the Action, (b) receive a Settlement Payment under this Settlement Agreement, (c) gain any rights by virtue of this Settlement Agreement, or (d) be entitled to object to any aspect of this Settlement Agreement. No Person may request to be excluded from the Settlement Class through "mass" or "class" opt-outs.

5. SETTLEMENT ADMINISTRATION

5.1 Settlement Administrator's Duties.

a. *Dissemination of Notices.* The Settlement Administrator shall disseminate the Settlement Class Notice as provided in Section 4 of this Settlement Agreement.

b. *Maintenance of Records.* The Settlement Administrator shall maintain reasonably detailed records of its activities under this Settlement Agreement. The Settlement Administrator shall maintain all such records as required by applicable law in accordance with its business practices. The Settlement Administrator shall also provide

reports and other information to the Court as the Court may require. Upon request, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with reports concerning Notice, administration, and implementation of the Settlement.

c. *Receipt of Requests for Exclusion.* The Settlement Administrator shall receive requests for exclusion from persons in the Settlement Class and provide to Class Counsel and Defendant's Counsel a copy thereof within five (5) days of the Objection/Exclusion Deadline. If the Settlement Administrator receives any requests for exclusion or other requests from Settlement Class Members after the deadline for the submission of requests for exclusion, the Settlement Administrator shall promptly provide copies thereof to Class Counsel and Defendant's Counsel.

d. *Timing of Settlement Payments.* The Settlement Administrator shall make all Settlement Payments contemplated in Section 2 of this Settlement Agreement by check and mail them to Settlement Class Members within thirty (30) days after the Effective Date.

e. The Settlement Administrator will open and administer an interest-bearing account with a unique Taxpayer Identification Number, in which the Settlement Fund will be deposited. The Settlement Fund will constitute a qualified settlement fund within the meaning of Treasury Regulations §§ 1.468B-1, *et seq.*, and it will be created, managed, and disbursed by the Settlement Administrator under the supervision and at the direction of Class Counsel. Defendant shall hereby be deemed to have made an election under Section 468B of the Revenue Code to have the Settlement Fund treated as a "qualified settlement fund." Defendant shall timely furnish a statement to the Settlement Administrator that complies with Treasury Regulation § 1.468B-3(e) and shall attach a copy of the statement to its federal income tax return that is filed for the taxable year in which Defendant makes the required payment to the Settlement Fund. The Defendant will have no responsibilities or liabilities with respect to the Settlement Fund Account(s), its administration, or distribution therefrom.

6. PRELIMINARY APPROVAL AND FINAL APPROVAL

6.1 *Preliminary Approval.* Promptly after execution of this Settlement Agreement, Class Counsel shall submit this Settlement Agreement to the Court and shall move the Court to enter an order granting Preliminary Approval, which shall include, among other provisions, a request that the Court:

- a. Appoint Plaintiff as the Class Representative of the Settlement Class;
- b. Appoint Class Counsel to represent the Settlement Class;
- c. Certify the Settlement Class under 735 ILCS 5/2-801 *et seq.* for settlement purposes only;

d. Preliminarily approve this Settlement Agreement for purposes of disseminating Notice to the Settlement Class;

e. Approve the form and contents of the Notice and the method of its dissemination to members of the Settlement Class; and

f. Schedule a Final Approval Hearing to review comments and/or objections regarding this Settlement Agreement, to consider its fairness, reasonableness, and adequacy, to consider the application for a Fee Award and service award to the Class Representative, and to consider whether the Court shall issue a Final Judgment approving this Settlement Agreement, and dismissing the Action with prejudice.

6.2 *Final Approval.* After Notice to the Settlement Class is given, Class Counsel shall move the Court for entry of a Final Judgment, which shall include, among other provisions, a request that the Court:

a. find that it has personal jurisdiction over all Settlement Class Members and subject matter jurisdiction to approve this Settlement Agreement;

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

c. find that the Notice implemented pursuant to the Settlement Agreement (1) constitutes the best practicable notice under the circumstances, (2) constitutes notice that is reasonably calculated, under the circumstances, to apprise the Settlement Class of the pendency of the Action and their rights to object to or exclude themselves from this Settlement Agreement and to appear at the Final Approval Hearing, (3) is reasonable and constitutes due, adequate, and sufficient notice to all persons entitled to receive notice, and (4) fulfills the requirements of Due Process and 735 ILCS 5/2-801;

d. find that the Class Representative and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing this Settlement;

e. dismiss the Action on the merits and with prejudice, without fees or costs to any Party except as provided in this Settlement Agreement;

f. incorporate the Releases set forth above, make the Releases effective as of the Effective Date, and forever discharge the Released Parties as set forth herein;

g. permanently bar and enjoin all Settlement Class Members who have not been properly excluded from the Settlement Class from filing, commencing, prosecuting, intervening in, or participating (as class members or otherwise) in any lawsuit or other action in any jurisdiction based on the Released Claims; and

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications, and expansions of this Settlement and its implementing documents (including all exhibits to this Agreement) so long as they are consistent in all material respects with the Final Judgment and do not limit the rights of Settlement Class Members..

6.3 *Cooperation.* The Parties shall, in good faith, cooperate, assist, and undertake all reasonable actions and steps in order to accomplish these required events on the schedule set by the Court, subject to the terms of this Settlement Agreement.

7. TERMINATION OF THE SETTLEMENT AGREEMENT

7.1 *Termination.* Subject to Paragraph 9 below, the Class Representative and Defendant shall have the right to terminate this Agreement by providing written notice of the election to do so to all other Parties hereto within ten (10) days of any of the following events: (i) the Court's refusal to grant Preliminary Approval of this Agreement in any material respect; (ii) the Court's refusal to grant Final Approval of this Agreement in any material respect; (iii) the Court's refusal to enter the Final Judgment in this Action in any material respect; (iv) the date upon which the Final Judgment is modified or reversed in any material respect by the appellate court or the Supreme Court; (v) the date upon which an Alternative Judgment, as defined in Paragraph 9.1 of this Agreement, is modified or reversed in any material respect by the appellate court or the Supreme Court; or (vi) ten or more persons opt out of or exclude themselves from the Settlement.

Additionally, if the total number of Class Members who "opt out" of the Class by submitting valid and timely written requests for exclusion from the Class exceeds five percent (5%) of the total number of Class Members, Defendant shall reserve the right in its sole discretion to rescind the Settlement within thirty (30) days of reasonably discovering this fact by giving written notice to Class Counsel.

8. SERVICE AWARD AND CLASS COUNSEL'S ATTORNEYS' FEES AND REIMBURSEMENT OF EXPENSES

8.1 Defendant will not oppose requests to pay from the Settlement Fund (1) reasonable attorneys' fees up to 40% of the Settlement Fund, plus reimbursement for actual costs incurred to Class Counsel and (2) a service award of \$2,500.00 to Plaintiff. These amounts, or those ordered by the Court if different, shall be deducted from the Settlement Fund and not paid on top of the Settlement Fund. Plaintiff and Class Counsel agree not to appeal the Court's decision regarding the amount of the Fee Award or service award. All attorneys' fees and costs

and the service award shall be paid to Class Counsel by the Administrator within fifteen (15) days of the Effective Date. Class Counsel shall provide the Settlement Administrator with its completed W-9 Form before payment of the Fee Award is due. The payment of the attorneys' fees and costs awarded to Class Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, expenses, or costs in connection with this Action, this Settlement, or any appeal, incurred by any attorney on behalf of the Class Members with respect to the claims against the Defendant. This payment shall relieve Defendant of any other claims or liability to any other attorney or law firm for any attorneys' fees, expenses, or costs to which any of them may claim to be entitled on behalf of the Class Members and which arise out of the allegations in the Action. In exchange for such payment, Class Counsel will release and forever discharge any attorneys' lien on the Settlement Fund. The service award shall be paid solely from the Settlement Fund by check issued by the Settlement Administrator within the time for issuing settlement payments to Class Members who do not otherwise opt-out of the Settlement on the condition that, prior to and as conditions precedent to receiving the service award, the Named Plaintiff indicates her agreement to be bound by the Release by signing this Settlement Agreement. Provided these and all other conditions set forth herein are met and the Court grants approval of Plaintiff's request for the service award, the service award payment will be delivered by the Settlement Administrator to Class Counsel. The service award is separate and apart from any settlement award to which the Named Plaintiff qualifies as a Class Member. The Named Plaintiff will receive a Form 1099 related to the service award. The Named Plaintiff agrees to be solely liable for and pay all taxes on the Incentive Award. The Named Plaintiff agrees to indemnify and hold harmless the Released Parties for or against taxes, penalties, interest, and any other costs she incurs relating to taxes that Named Plaintiff owes on the service award.

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

9.1 The "Effective Date" means three (3) business days following the day on which this Settlement shall become effective when all of the following have occurred:

- a. The Court enters the Final Approval Order which meets the requirements of 735 ILCS 5/2-801 through 2-807, and including the following:
 - i. approves the Settlement as fair, reasonable and adequate to the Class;
 - ii. finds that this Settlement is made in good faith; and
 - iii. dismisses with prejudice Plaintiff's claims and the claims of the Class.

-and-

- b. One of the following occurs:
 - i. if not appealed, thirtyfive (35) days after the date that the Final Approval Order has been entered; or
 - ii. if the Final Approval Order is appealed, and the appeal results in a disposition that affirms the Final Approval Order, the expiration of five (5) business days after the date that the disposition becomes a final and non-appealable order.

9.2 If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Agreement is not approved by the Court, or the settlement set forth in this Agreement is terminated or fails to become effective in accordance with its terms, then this Agreement shall be canceled and terminated subject to Section 9.3, unless Class Counsel and Defendant's Counsel mutually agree in writing to proceed with this Settlement. If any party is in material breach of the terms hereof, a non-breaching party, provided that it is in substantial compliance with the terms of this Agreement, may terminate this Settlement Agreement on notice to all other Parties.

9.3 Notwithstanding anything herein, the Parties agree that the Court's decision as to the amount of the Fee Award to Class Counsel set forth above or the service award to the Class Representative, regardless of the amounts awarded, shall not prevent this Settlement from becoming effective, nor shall it be grounds for termination of this Agreement.

9.4 If this Settlement Agreement is terminated or fails to become effective for the reasons set forth above, the Parties shall be restored to their respective positions in the Action as of the date of the signing of this Agreement. In such event, any Final Judgment or other order entered by the Court in accordance with the terms of this Agreement shall be treated as vacated, *nunc pro tunc*, and the Parties shall be returned to the *status quo ante* with respect to the Action as if this Settlement Agreement had never been entered into.

9.5 The resolution of this dispute and the terms of this Agreement are based on unique facts and circumstances relating to the underlying issues and the procedural posture of the case at the time of settlement. Therefore, nothing in this Agreement is intended to reflect a general litigation approach or an admission by either Party as to the validity of any claims and defenses or with respect to the rights of Defendant to assert defenses in any later, unrelated action.

10. MISCELLANEOUS PROVISIONS.

10.1 The Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree, subject to their fiduciary and other legal obligations, to cooperate to the extent reasonably necessary to effectuate and implement all terms and conditions of this Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Settlement Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Agreement and the

Final Judgment, and promptly to agree upon and execute all such other documentation as may be reasonably required to obtain final approval of the Settlement Agreement.

10.2 Each signatory to this Agreement represents and warrants (a) that he, she, or it has all requisite power and authority to execute, deliver and perform this Settlement Agreement and to consummate the transactions contemplated herein, (b) that the execution, delivery and performance of this Settlement Agreement and the consummation by it of the actions contemplated herein have been duly authorized by all necessary corporate action on the part of each signatory, and (c) that this Settlement Agreement has been duly and validly executed and delivered by each signatory and constitutes its legal, valid and binding obligation.

10.3 The Parties intend this Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Claims.

10.4 The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Settlement Agreement and have been fully advised as to the legal effect hereof by counsel of their own selection and intend to be legally bound by the same.

10.5 Whether the Effective Date occurs or this Settlement is terminated, neither this Settlement Agreement nor the settlement contained herein, nor any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or the settlement:

a. is, may be deemed, or shall be used, offered or received against the Released Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Claims, the truth of any fact alleged by Plaintiff, the deficiency of any defense that has been or could have been asserted in the Action, the violation of any law or statute, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Released Parties, or any of them;

b. is, may be deemed, or shall be used, offered, or received against Defendant as, an admission, concession, or evidence of any fault;

c. is, may be deemed, or shall be used, offered, or received against Plaintiff or the Settlement Class, or each or any of them as an admission, concession, or evidence of, the infirmity or strength of any claims asserted in the Action;

d. is, may be deemed, or shall be used, offered, or received against the Released Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Released Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, this Settlement Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Settlement Agreement and/or settlement

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

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

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

10.8 All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.9 This Settlement 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 Settlement Agreement or its exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Parties or their respective successors-in-interest.

10.10 Except as otherwise provided herein, each Party shall bear its own attorneys' fees and costs incurred in any way related to the Action.

10.11 Plaintiff represents and warrants that she has not assigned any claim or right or interest relating to any of the Released Claims against the Released Parties to any other person or party and that they are fully entitled to release the same.

10.12 Each counsel or other person executing this Settlement Agreement, any of its exhibits, or any related settlement documents on behalf of any party hereto, hereby warrants and represents that such person has the full authority to do so and has the authority to take appropriate action required or permitted to be taken pursuant to the Settlement Agreement to effectuate its terms.

10.13 This Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

10.14 Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Settlement Agreement.

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

10.16 This Settlement Agreement shall be governed by and construed in accordance with the laws of the State of Illinois without reference to the conflicts of laws provisions thereof.

10.17 This Settlement Agreement is deemed to have been prepared by counsel for all Parties, as a result of arm's-length negotiations among the Parties.

10.18 Whereas all Parties have contributed substantially and materially to the preparation of this Settlement Agreement, it shall not be construed more strictly against one Party than another.


10.19 Where this Settlement Agreement requires notice to the Parties, such notice shall be sent to the undersigned counsel.

Dated: January 29th, 2025



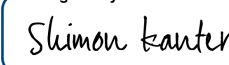
Plaintiff Tameka Burchett

Dated: Jan 29, 2025



Mark Hammervold
Class Counsel

Dated: 1/31/2025 | 10:16 AM PST, 2025

Signed by:

C1C1B7A8AE324EE...

Authorized Representative of Chateau
Nursing and Rehabilitation Center, LLC
Name: Shimon Kanter
Title: LNHA

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Tameka Burchett v. Chateau Nursing and Rehabilitation Center, LLC, case number 2024-LA-000900, pending in the Circuit Court of DuPage County, Illinois.

PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL RIGHTS MAY BE AFFECTED. A CLASS ACTION SETTLEMENT HAS BEEN REACHED UNDER WHICH YOU MAY BE ENTITLED TO A PAYMENT.

This is a court-authorized notice of a proposed class action settlement. This is not a solicitation from a lawyer and is not notice of a lawsuit against you.

WHY DID I GET THIS NOTICE?

This is a court-authorized notice of a proposed settlement in a class action lawsuit entitled *Tameka Burchett v. Chateau Nursing and Rehabilitation Center, LLC*, case number 2024-LA-000900, pending in the Circuit Court of DuPage County, Illinois (the “Litigation”). The Settlement will resolve a lawsuit brought on behalf of persons who allege Chateau Nursing and Rehabilitation Center, LLC (“Defendant”) required employees to provide their biometric identifiers and/or biometric information without first having a written policy and obtaining a written release. Defendant denies these allegations, denies violations of any law, and denies all liability. If you received this Notice, you have been identified by Defendant as someone who may have enrolled in and/or used a body-part scanning device while working for Defendant without having signed a written release. The Court has granted preliminary approval of the Settlement Agreement and has conditionally certified the Settlement Class for purposes of settlement. This Notice explains the nature of the lawsuit, the terms of the Settlement Agreement, and the legal rights and obligations of the Settlement Class Members. Please read the instructions and explanations below so you can understand your rights.

WHAT IS THIS LAWSUIT ABOUT?

The Illinois Biometric Information Privacy Act (“BIPA”), 740 ILCS 14/1, *et seq.*, prohibits private companies from capturing, obtaining, storing, transferring, and/or using the biometric identifiers and/or biometric information, defined to include fingerprints, scans of hand or face geometry, without first providing such individual with certain written disclosures and obtaining a written release. This lawsuit alleges the Defendant violated BIPA. Defendant denies these allegations, denies violations of any law, and denies all liability.

WHAT DOES THE SETTLEMENT PROVIDE?

Cash Payments. Defendant has agreed to create a Settlement Fund of \$427,050.00 for the Settlement Class Members. All Settlement Class Members who do not opt out of the settlement are entitled to receive a payment out of the Settlement Fund not to exceed \$650.00 per claimant

(prior to the subtraction of a pro rata portion of any and all approved Notice and Administrative Costs, the Service Awards and any Attorneys' Fees and Expenses, which is estimated to result in a total net amount of \$300-400 for each Settlement Class Member). If the Settlement is approved, each Settlement Class Member that does not opt out of the Settlement will receive a Direct Check for their portion of the Settlement Fund less the Fee Award, service award to the Class Representative, and the Settlement Administration Expenses. The amount that each individual receives will depend on the Fee Award and service award to the Class Representative that the Court approves. It will also depend on the Settlement Administration Expenses.

All checks issued to Settlement Class Members will expire and become void one hundred and eighty (180) days after they are issued. Additionally, the attorneys who brought this lawsuit (listed below) will ask the Court to award them attorneys' fees of up to 40% of the Settlement Fund and costs, for the time, expense, and effort expended in investigating the facts, litigating the case, and negotiating the Settlement. The Class Representative also will apply to the Court for a payment of up to \$2,500.00 for her time, effort, and service in this matter.

WHY IS THERE A SETTLEMENT?

To resolve this matter without the expense, delay, and uncertainties of litigation, the Parties have reached a settlement which resolves all claims against Defendant relating to the allegations in the Litigation. The Settlement Agreement requires Defendant to pay money to the Settlement Class, as well as pay settlement administration expenses, attorneys' fees and costs to Class Counsel, and a service award to the Class Representative. The Settlement is not an admission of wrongdoing by Defendant and does not imply that there has been, or would be, any finding that Defendant violated the law. Defendant agreed to the Settlement to avoid the distraction and expense of continued litigation.

WHO IS IN THE SETTLEMENT CLASS?

All individuals who worked for or with Defendant in the State of Illinois and who used a finger scan timekeeping system in connection with their employment with Defendant from February 6, 2019 to February 6, 2024.

WHAT ARE MY OPTIONS?

- (1) Exclude yourself.

If you do not want the money from the Settlement, you may exclude yourself. If you do so, you will not receive any cash payment, but you will not release any claims you may have against Defendant and the Released Parties (as that term is defined in the Settlement Agreement) and are free to pursue whatever legal rights you may have, including pursuing your own lawsuit against Defendant at your own risk and expense. To exclude yourself from the settlement, you must mail a signed letter to the Settlement Administrator at [ADDRESS] postmarked no later than _____. The exclusion letter must state that you exclude yourself from this Settlement and must include the name and case number of this Litigation, as well as

your full name, address, telephone number, and signature, and a statement that you wish to be excluded.

(2) Object to the Settlement.

If you wish to object to the Settlement, you must submit your objection in writing to the Clerk of the Circuit Court of DuPage County, Illinois. The objection must be received by the Court no later than _____. You must also send a copy of your objection to the attorneys for all Parties to the lawsuit, including Class Counsel (Mark Hammervold of Hammervold Law, LLC 155 S. Lawndale Ave, Elmhurst, IL 60126), as well as the attorneys representing Defendant (Joel Griswold of Baker & Hostetler LLP, One North Wacker Drive, Suite 3700, Chicago, IL 60606), postmarked no later than _____. Any objection to the proposed settlement must include your (a) full name and current address, (b) a statement that you believe yourself to be a member of the Settlement Class, (c) the specific grounds for the objection, (d) all documents or writings that you desire the Court to consider, (e) the name and contact information of any and all attorneys representing you in connection with the objection, (f) a statement indicating whether you intend to appear at the Final Approval Hearing; and (g) your signature. If you hire an attorney in connection with making an objection, that attorney must also file with the Court a notice of appearance by the objection deadline of _____. If you do hire your own attorney, you will be solely responsible for payment of any fees and expenses the attorney incurs on your behalf. If you exclude yourself from the Settlement, you cannot file an objection.

You may appear at the Final Approval Hearing, which is to be at _____, in person or through counsel to show cause of why the proposed Agreement should not be approved as fair, reasonable, and adequate. Attendance at the hearing is not necessary; however, persons wishing to be heard orally in opposition to the approval of the Settlement, the request for attorneys' fees and expenses, and/or the request for service award to the Class Representative are required to indicate in their written objection their intention to appear at the hearing on their own behalf or through counsel and to identify the names of any witnesses they intend to call to testify at the Final Approval Hearing, as well as any exhibits they intend to introduce at the Final Approval Hearing.

(3) Do Nothing.

If you are a Class Member and do nothing, you will receive a Direct Check from the Settlement after Final Approval and you will give up your rights as set forth in this Notice and the Settlement Agreement. This check must be cashed within one hundred and eighty (180) days or you will not receive any monetary relief and will give up your rights as set forth in this Notice and the Settlement Agreement.

WHAT RIGHTS AM I GIVING UP IN THIS SETTLEMENT?

Unless you exclude yourself, you will be considered a member of the Settlement Class, which means you give up your right to file or continue a lawsuit against Defendant and Released Parties (as defined in the Settlement Agreement). Giving up your legal claims is called a release. The precise terms of the release are in the Settlement Agreement, a copy of which you may request from the Settlement Administrator at the number set forth at the bottom of this notice. All pleadings and documents filed in court may be reviewed or copied in the Clerk of the Circuit Court of DuPage County, Illinois. Unless you formally exclude yourself from this settlement, you will release your claims.

WHEN WILL I BE PAID?

The Parties cannot predict exactly when (or whether) the Court will give final approval to the Settlement Agreement, so please be patient. However, if the Court finally approves the Settlement, checks will go out approximately thirty-five (35) days after the Court's final approval order becomes final and non-appealable. If there is an appeal of the court's order, payment will be delayed.

WHEN WILL THE COURT RULE ON THE SETTLEMENT?

The Court has already given preliminary approval to the Settlement. A final hearing on the Settlement, called a Final Approval Hearing, will be held on _____ at _____.

If the Settlement is given final approval, the Settlement Agreement's terms will take effect and the Litigation will be dismissed on the merits with prejudice. Both sides have agreed to the Settlement in order to achieve an early and certain resolution to the lawsuit, in a manner that provides specific and valuable benefits to the members of the Settlement Class.

If the Court does not approve the Settlement, or if it approves the Settlement and the approval is reversed on appeal, or if the Settlement does not become final for some other reason, you will not be paid and Class Members will receive no benefits from the Settlement. Plaintiff, Defendant, and all of the Class Members will be in the same position as they were prior to the execution of the Settlement Agreement, and the Settlement Agreement will have no legal effect, no class will remain certified (conditionally or otherwise), and Plaintiff and Defendant will continue to litigate the lawsuit. If the Settlement is not approved, there can be no assurance that the Settlement Class will recover more than is provided in the Settlement, or indeed, anything at all.

WHO REPRESENTS THE CLASS?

The Court has approved Hammervold Law, LLC and Dapeer Law, P.A. to represent the Settlement Class. They are called "Class Counsel." You will not be charged for these lawyers because they are being paid out of the Settlement Fund. If you want to be represented by your own lawyer instead, you may hire one at your own expense.

WHERE CAN I GET ADDITIONAL INFORMATION?

This Notice is only a summary of the proposed settlement of this lawsuit. More details are in the Settlement Agreement which, along with other documents, can be obtained from the Settlement Administrator. All pleadings and documents filed in court may be reviewed or copied in the office of the Clerk of the Circuit Court of Winnebago County, Illinois. Please do not call the judge or the clerk about this case. They will not be able to give you advice on your options.

