

Hearing Date: 10/25/2021 10:00 AM - 10:00 AM
Courtroom Number:
Location:

FILED
10/12/2021 10:25 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319

15176418

Exhibit 1

FILED DATE: 10/12/2021 10:25 PM 2019CH07319

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

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization, RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CSC SERVICEWORKS, INC., a Florida corporation,

Defendant.

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

AMENDED STIPULATION OF CLASS ACTION SETTLEMENT

The Amended Stipulation of Class Action Settlement (the “Amended Agreement” or “Amended Settlement”) is entered into by and among Plaintiffs 1050 West Columbia Condominium Association (“1050 West”), RBB2, LLC (“RBB2”), MJM Visions, LLC (“MJM Visions”), and Kay-Kay Realty, Corp. (“Kay-Kay”) (collectively “Plaintiffs”), for themselves individually and on behalf of the Settlement Class (as defined below), and Defendant CSC ServiceWorks, Inc. (“CSC” or “Defendant”) (Plaintiffs and Defendant are collectively referred to as the “Parties”). This Amended Agreement is intended by the Parties to fully, finally, and forever resolve, discharge, and settle the Released Class Claims and Released CSC Claims (as defined below), upon and subject to the terms and conditions of this Amended Agreement and subject to the final approval of the Court.

RECITALS

A. On June 18, 2019, 1050 West Columbia Condominium Association filed a putative class action complaint against CSC in the Circuit Court of Cook County, Illinois, Case No. 2019-CH-07319. This case was then amended adding RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as additional plaintiffs and class representatives.

B. The case is one of several putative class actions filed against Defendant, one of the largest coin and card-operated laundry machine businesses in the country, in state and federal courts throughout the country alleging that it unlawfully breached its laundry service contracts. These other actions against CSC include: *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.); *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452 (E.D.N.Y.); and *Kay-Kay Realty, Corp. v. CSC ServiceWorks, Inc.*, No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.).

C. In addition, there are other putative class actions (“the Related Actions”) filed in other jurisdictions also alleging wrongful conduct arising from the Administrative Fee at issue in the Action and in the cases in Paragraph B. These actions include: *Hochman v. CSC ServiceWorks, Inc.*, No. 2:21-cv-03595 (E.D.N.Y.); *Orion Property Group LLC v. Mark Hjelle*, No. 2:19-cv-00044 (E.D.N.Y.); and *Summit Gardens Associates, et al. v. CSC ServiceWorks, Inc.*, No. 1:17-cv-02553 (N.D. Ohio).

D. Plaintiffs, like other landlords across the country, generally desire to provide a laundry services amenity for their tenants and to have space available at their property for a community laundry room. CSC is in the laundry services business and has the equipment, service technicians, collection teams, and administrative infrastructure to provide community laundry services for Plaintiffs and other landlords. In these relationships, Plaintiffs provide the space,

utility hookups, and utility services and CSC provides everything else needed to set up and operate a community laundry room for Plaintiffs' tenants. Plaintiffs and CSC then share the revenue from the laundry operations, as well as the expenses that make that revenue possible. This revenue- and expense-sharing relationship takes the form of a "lease" of the laundry room space and payment of "rent" which is a portion of the money collected from the laundry equipment. Traditionally, the shared expenses are deducted from the laundry equipment's gross revenue before the net revenues are split and the landlords (also referred to as lessors) receive their rent.

E. At issue in this litigation and the Related Actions is a dispute over the sharing of the expenses incurred to provide the community laundry services—and the revenues they provide—at Plaintiffs and other putative class members' properties after CSC provided notification that it would begin to recover some of those expenses in the form of an administrative fee. These suits allege that CSC's administrative fee exceeds the scope of the shared expense deductions set forth in the leases. These deductions generally cover expenses associated with tenants, third parties, and operation of the laundry equipment and community laundry rooms. For example, these deductions included refunds paid to customers, vandalism to the equipment, and applicable fees and taxes, including sales, use, excise, personal property, or real estate taxes, among other specifically enumerated costs and expenses related to the lessors' properties.

F. In May 2017, CSC informed lessors it would be implementing a 9.75% "Administrative Fee" as a deduction to be taken from the machines' gross revenue (also referred to as gross collections). This Administrative Fee was used for a host of CSC's initiatives, including its digital payment system upgrades, website maintenance, refund processing,

vandalism insurance, administrative costs, and other CSC infrastructure and service improvements. The Plaintiffs in each lawsuit have brought breach of contract claims, among others, alleging that this Administrative Fee is not allowed under the leases' terms. In contrast, CSC contends that the Administrative Fee is properly assessed and collected pursuant to the leases, which contemplate shared revenue/shared expense relationships between CSC and laundry room lessors regarding their laundry room operations. CSC further contends that under the terms of its leases it could have collected these various costs and expenses and/or instituted the Administrative Fee to recover such costs and expenses at any time.

G. The cases stand in varying procedural postures. The plaintiff in *RBB2, LLC* defeated CSC's motion to dismiss and proceeded into formal discovery, exchanging information pursuant to interrogatories and requests for production of documents related to the administrative fee and leases with putative class members. The *RBB2, LLC* court also dismissed CSC's counterclaims with leave to amend. CSC has not yet filed a motion to dismiss in the Illinois Action. However, Plaintiff 1050 West in the Illinois Action filed a motion for class certification, which is not yet fully briefed. *Kay-Kay Realty, Corp.* was dismissed before CSC filed any motion to dismiss so that the parties could begin exploring the possibility of settlement. *MJM Visions* was dismissed *without prejudice* for lack of subject matter jurisdiction following CSC's motion to dismiss on the basis that the contract at issue required certain pre-suit notice to be provided to CSC. (Notably, the *RBB2* court declined to dismiss that action based on a similar argument regarding near identical notice language in the contract at issue there.)

H. In the case in which CSC had to answer, *RBB2, LLC*, it has asserted counterclaims for breach of contract. CSC alleges that it has not always deducted or collected the maximum amount of shared costs from lessors in the past to which it is owed and for which the

administrative fee was implemented in May 2017 to collect going forward. These counterclaims are not unique to just these plaintiffs; CSC represents that it is entitled to collect \$152 million in uncompensated, outstanding costs from lessors across the country. This is in addition to more than \$45 million in unpaid base compensation that CSC represents it is owed and entitled to collect from lessors obligated to pay it a minimum monthly payment for use of its laundry machines and services.

I. Shortly after filing the *RBB2, LLC* case in June 2018, the parties began discussing the possibility of a global resolution. The parties briefed the motion to dismiss in *RBB2, LLC* simultaneously with engaging in settlement discussions. These discussions included substantial informal discovery related to the value of the claims, including cost breakdowns reflecting the amount in Administrative Fees that CSC collected, the number and types of accounts that have incurred the Administrative Fees, and the amount of uncompensated costs and unpaid base compensation owed to CSC.

J. In June 2019, after a year of back-and-forth negotiations, including several in-person sessions, the parties eventually reached a structure that they anticipated could develop into a global settlement. The structure, however, was incomplete insofar as there were several outstanding items that the parties could not agree on, including the total amount of additional cash consideration that CSC would agree to pay. The parties agreed to schedule a mediation session in July 2019 with the Hon. James F. Holderman (Ret.) at JAMS Chicago to attempt to reach a resolution. After a full-day mediation, in which the parties engaged in multiple rounds of negotiations facilitated by Judge Holderman, the parties agreed on the deal's unresolved points, which were memorialized in the form of a binding term sheet.

K. On October 21, 2019, Plaintiffs filed their Motion for Preliminary Approval of Class Action Settlement. After a hearing on the Motion, during which the Court requested certain edits be made to the proposed Notice documents, the Court granted preliminary approval to the Settlement and ordered that Notice be disseminated.

L. After granting preliminary approval, the Court has held a number of hearings, in which it has asked questions about the laundry services industry and how it works, competitors in the industry, CSC and its clients, the multi-year contracts between CSC and some laundry room lessors and the month-to-month agreements with others, the many long-standing relationships between CSC and its clients, and the routine renewal of leases by class members with CSC. The Court has also asked questions about the Settlement, including questions with respect to the Notice plan, the relief available under the settlement, and the options in relief in the original settlement that Class Members could choose from. In response to the questions raised by the Court, the Parties agreed to reengage Judge Holderman to oversee another mediation session on August 25, 2021, and a further mediation session on September 16, 2021, to assist them in revising their initially proposed settlement agreement to address the Court's questions and to issue Supplemental Notice to the Settlement Class informing them of the Amended Settlement.

M. Plaintiffs and Class Counsel have conducted a comprehensive examination of the law and facts regarding the claims against CSC, the potential defenses available, and the counterclaims asserted against Plaintiffs and the Settlement Class.

N. Plaintiffs believe that their claims have merit, that they would have ultimately succeeded in obtaining adversarial certification of the proposed Settlement Class, defeated the counterclaims, and prevailed on the merits at summary judgment or at trial. Plaintiffs also deny

all material allegations of wrongdoing and liability for the counterclaims. Nonetheless, Plaintiffs and Class Counsel recognize that CSC has raised factual and legal claims and defenses that present a risk that Plaintiffs may not prevail on their claims, that they might be liable for CSC's counterclaims, and/or that a class might not be certified. Plaintiffs and Class Counsel have 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. Therefore, Plaintiffs believe that it is desirable that the Released Class Claims and Released CSC Claims be fully and finally compromised, settled, resolved with prejudice, and barred pursuant to the terms and conditions set forth in this Amended Agreement.

O. Based on their comprehensive examination and evaluation of the law and facts relating to the matters at issue, Class Counsel have concluded that the terms and conditions of this Amended Agreement are fair, reasonable, and adequate to resolve the alleged claims of the Settlement Class and that it is in the best interests of the Settlement Class Members to settle the Released Class Claims and Released CSC Claims pursuant to the terms and conditions set forth in this Amended Agreement.

P. Defendant denies all allegations of wrongdoing and liability and denies all material allegations in the Action and in all other putative class actions against it related to the Administrative Fee. CSC and its counsel also believe that their counterclaims have merit, and that they would have ultimately succeeded in defeating adversarial certification of the proposed Settlement Class, defeated the claims of the Settlement Class, and prevailed on the merits at summary judgment or at trial on their counterclaims. But CSC and its counsel have similarly concluded that this Amended Settlement Agreement is desirable to settle the Released Class Claims and Released CSC Claims pursuant to the terms and conditions set forth in this Amended

Agreement to avoid the time, risk, and expense of defending protracted litigation and to resolve finally and completely the pending and potential claims of Plaintiffs and the Settlement Class, all of whom are CSC's clients and/or former clients.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs, the Settlement Class, and Defendant that, subject to the Court after a hearing as provided for in this Amended Agreement, and in consideration of the benefits flowing to the Parties from the Amended Settlement set forth herein, the Released Class Claims and Released CSC 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 Amended Agreement.

AMENDED AGREEMENT

1. DEFINITIONS

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

1.1. "Action" means the case captioned *1050 West Columbia Condominium Association, et al.*, No. 2019-CH-07319, as amended, pending in the Circuit Court of Cook County, Illinois.

1.2. "Administrative Fee" means the 9.75% or other percentage deduction assessed on a lessor's gross collections that CSC began collecting in May 2017.

1.3. "Amended Agreement" or "Amended Settlement" means this Stipulation of Class Action Settlement (including all exhibits hereto).

1.4. "Approved Claim" means a Claim Form submitted by a Settlement Class Member that is (a) timely and submitted in accordance with the directions on the Claim Form

and the terms of this Amended Agreement, (b) is fully completed and physically signed or electronically signed by the Settlement Class Member or its authorized agent, and (c) satisfies the conditions of eligibility for a settlement payment as set forth in this Amended Agreement. All approved Option 1 Election Forms from the Parties' initially proposed settlement shall be deemed Approved Claims without having to submit a new Claim Form.

1.5. "Claim Deadline" means the date by which all Claim Forms must be postmarked or submitted on the Settlement Website to be considered timely and shall be set as a date no later than thirty-five (35) days following the Supplemental Notice Date, subject to Court approval. The Claim Deadline shall be clearly set forth in the order preliminarily approving the Amended Settlement, as well as in the Supplemental Notice and the Claim Form.

1.6. "Claim Form" means the document substantially in the form attached hereto as Exhibit A, as approved by the Court. The Claim Form, to be completed by Settlement Class Members or their authorized agents that wish to elect to receive a settlement payment, shall be available in paper and electronic format. The Claim Form will require the Settlement Class Member to provide the following information: (i) U.S. Mail address on the contract with CSC or building containing CSC laundry machines, (ii) the business or full name of the owner of the property and, if applicable, an authorized agent of the owner of the property, and (iii) current contact telephone number, U.S. Mail address, and email address. The Claim Form will also provide fields for Settlement Class Members to include the account name, account number, and payee number associated with the property, which will be provided to Settlement Class Members on the Supplemental Notice sent to them.

1.7. “Class Counsel” means attorneys Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC, Michael R. Karnuth of the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law.

1.8. “Class Representatives” means the named Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.

1.9. “Court” means the Circuit Court of Cook County, Illinois, the Honorable Sophia H. Hall, presiding, or any Judge who shall succeed her as the Judge assigned to the Action.

1.10. “Defendant” or “CSC” means Defendant CSC ServiceWorks, Inc., a Florida corporation.

1.11. “Defendant’s Counsel” means attorneys Paul A. Williams and Molly S. Carella of Shook, Hardy & Bacon LLP.

1.12. “Effective Date” means one business day following the later of: (i) the date upon which the time expires for filing or noticing any appeal of the Final Judgment and an appeal was not timely filed; (ii) if there is an appeal or appeals, other than an appeal or appeals solely with respect to attorneys’ fees and reimbursement of expenses, the date of completion, in a manner that finally affirms and leaves in place the Final Judgment without any material modification, of all proceedings arising out of the appeal(s) (including, but not limited to, the expiration of all deadlines for motions for reconsideration or petitions for review and/or certiorari, all proceedings ordered on remand, and all proceedings arising out of any subsequent appeal(s) following decisions on remand); or (iii) the date of final dismissal of any appeal or the final dismissal of any proceeding on certiorari with respect to the Final Judgment. The Effective Date is further subject to the conditions set forth in Section 9.1.

1.13. “Fee Award” means the amount of attorneys’ fees and reimbursement of costs to Class Counsel as awarded by the Court in addition to and separate from settlement payments being made to Settlement Class Members.

1.14. “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 Amended Settlement as fair, reasonable and adequate, and approving the Fee Award and the incentive awards to the Class Representatives.

1.15. “Final Judgment” means the final judgment to be entered by the Court approving the class settlement of the Action in accordance with the Amended Agreement after the Final Approval Hearing.

1.16. “Lead Class Counsel” means attorneys Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC.

1.17. “Objection/Exclusion Deadline” means the date by which a written objection to this Amended Settlement Agreement or a request for exclusion submitted by a member of the Settlement Class must be postmarked and/or filed with the Court, which shall be designated as a date no later than thirty-five (35) days following the Supplemental Notice Date, or such other dates as ordered by the Court.

1.18. “Person” means any individual, corporation, trust, partnership, limited liability company, or other legal entity and their respective predecessors, successors or assigns.

1.19. “Plaintiffs” means, collectively, 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.

1.20. “Preliminary Approval” means the Court’s Order preliminarily approving the Amended Settlement, certifying the Settlement Class for settlement purposes, and approving the form and manner of the Supplemental Notice.

1.21. “Released Class Claims” means any and all actual, potential, filed, known or unknown, fixed or contingent, claimed or unclaimed, suspected or unsuspected, claims, demands, liabilities, rights, causes of action, controversies, extracontractual claims, damages, debts, judgments, suits, actual, statutory, punitive, exemplary or multiplied damages, expenses, costs, attorneys’ fees and/or obligations (including “Unknown Claims” as defined below), whether in law or in equity, accrued or unaccrued, direct, individual or representative, of every nature and description whatsoever, whether based on any federal, state, local, statutory or common law or any other law, rule or regulation—including specifically, but not limited to, claims under the Racketeer Influenced and Corrupt Organizations Act, 18 U.S.C. § 1961 *et seq.*, or for breach of contract or unjust enrichment—against the Released CSC Parties, or any of them, arising out of or related in any way to the creation, notice, implementation, assessment, imposition or collection of the Administrative Fee, including all facts, transactions, events, matters, occurrences, acts, disclosures, statements, representations, omissions or failures to act regarding the assessment of the Administrative Fee, whether or not any fee has ever been collected, including all claims that were brought or could have been brought in the Action, the actions listed in Paragraph B, or the Related Actions, relating to any such Administrative Fee, belonging to any and all Releasing / Released Class Parties.

1.22. “Released CSC Claims” means any and all claims, causes of action, demands, damages, debts, liabilities, controversies, judgments or suits of any kind whatsoever arising out of or related in any way to CSC’s business relationship with Persons in the Settlement Class,

including but not limited to any such claims, causes of action, demands, damages, debts, liabilities, controversies, judgments or suits arising out of or related in any way to CSC's business relationships and the costs borne by CSC related to its business relationships with the Settlement Class Members for which it is entitled to receive, but has not received, reimbursement and the deficit between the minimum base compensation Settlement Class Members were to provide to CSC under their lease agreements and the gross collections received from those Persons in the Settlement Class that were brought or could have been brought in the Action, the actions listed in Paragraph B, or the Related Actions relating to any such Administrative Fee, belonging to any and all Releasing / Released CSC Parties.

1.23. "Releasing / Released Class Parties" means Plaintiffs, the Settlement Class Members, and each of their respective present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts, corporations, administrators, predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, and holding companies.

1.24. "Releasing / Released CSC Parties" means Defendant, as well as all of its present or past executives, employees, consultants, independent contractors, insurers, directors, managing directors, officers, partners, principals, managers, members, attorneys, accountants, financial and other advisors, investment bankers, underwriters, shareholders, lenders, auditors, investment advisors, legal representatives, successors in interest, companies, firms, trusts,

corporations, administrators, predecessors, successors, assigns, parent companies, subsidiaries, agents, associates, affiliates, divisions, and holding companies.

1.25. “Settlement Administrator” means, subject to approval of the Court, KCC Class Action Services LLC, a third-party administrator selected by Class Counsel and CSC, which shall assist with disseminating Supplemental Notice to the Settlement Class, processing Claim Forms, and processing settlement payments in connection with Approved Claims.

1.26. “Settlement Administration Expenses” means the expenses incurred by CSC and the Settlement Administrator in or relating to administering the Amended Settlement, creating the Settlement Website, providing Supplemental Notice, processing Claim Forms, and other such related expenses, with all such expenses to be paid by CSC in addition to and separate from the settlement payments being made to Settlement Class Members.

1.27. “Settlement Class” means all Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through the date of Preliminary Approval of this Amended Settlement. Excluded from the Settlement Class are (i) all individuals and entities who have had their claims regarding the Administrative Fee adjudicated on the merits or otherwise released; (ii) any Judge or Magistrate presiding over the Action or the actions listed in Paragraph B regarding the Administrative Fee and their family members; (iii) CSC, its subsidiaries, parents, successors, predecessors, and any entity in which CSC or its parents have a controlling interest and its current or former employees, officers, and directors; (iv) persons who properly execute and file a timely request for exclusion from the Settlement Class; and (v) counsel for all Parties and their family members. Any person who timely excluded himself, herself, or itself in

connection with the initially proposed Settlement will have that exclusion honored unless they submit a Claim Form in connection with the Amended Settlement.

1.28. “Settlement Class Member” means any Person who falls within the definition of the Settlement Class and who does not timely submit a valid request for exclusion from the Amended Settlement.

1.29. “Settlement Website” means the website to be created, launched, and maintained by or for CSC at the URL <https://www.cscadminfeesettlement.com>, which shall include information substantially in the form attached as Exhibit D, allow for the electronic submission of Claim Forms, and provide access to relevant case documents—including the Supplemental Notice, information about the submission of Claim Forms and other relevant documents. The Settlement Website shall remain accessible until at least thirty (30) days after the Effective Date.

1.30. “Supplemental Notice” means the supplemental notice of the proposed Amended Settlement and Final Approval Hearing, which is to be disseminated to all Settlement Class Members in the manner set forth in the Amended Settlement Agreement, which fulfills the requirements of Due Process and 735 ILCS 5/2- 801, and which is substantially in the form of Exhibits B-D attached hereto.

1.31. “Supplemental Notice Date” means the date upon which the Supplemental Notice is complete, which shall be a date no later than twenty-one (21) days after the Court preliminarily approves the Amended Settlement.

1.32. “Unaffected Claims” means any and all existing claims, lawsuits and/or judgments, claims for breach or default of lease agreements for issues other than those related to the Released Class Claims and Released CSC Claims, including rights, claims and obligations for indemnity arising from lease agreements or common law. The Unaffected Claims shall not be

released or otherwise discharged as a result of the Amended Settlement, and all parties to such Unaffected Claims shall retain all arguments, defenses, and other rights that they may have had or that may have existed prior to the Amended Settlement, as well as such arguments, defenses or other rights that may arise in the future with respect to such Unaffected Claims.

1.33. “Unknown Claims” means claims that could have been raised in the Action, the actions listed in Paragraph B, or the Related Actions and that Plaintiffs, any Settlement Class Member, Defendant or any of the Releasing / Released Class Parties, or Releasing / Released CSC Parties do not know or suspect to exist, which, if known by him, her or it, might affect his, her or its agreement to release the Releasing / Released Class Parties, or Releasing / Released CSC Parties or the Released Class Claims, Released CSC Claims or might affect his, her or its decision to agree, to object or not to object to the Amended Settlement. Upon the Effective Date, Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC Parties shall be deemed to have, and shall have, expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR

Upon the Effective Date, Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC Parties each shall be deemed to have, and shall have, waived any and all provisions, rights and benefits conferred by any law of any state, the District of Columbia or territory of the United States, by federal law, or principle of common law, or the law of any jurisdiction outside of the United States, which is similar, comparable or

equivalent to Section 1542 of the California Civil Code. Plaintiffs, the Settlement Class Members, Defendant, and the Releasing / Released Class Parties and Releasing / Released CSC 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 the Release, but that it is their intention to finally and forever settle and release the Released Class Claims and Released CSC Claims notwithstanding any Unknown Claims they may have, as that term is defined in this Section.

2. AMENDED SETTLEMENT RELIEF

2.1. Settlement Payment. For each Settlement Class Member that submits an Approved Claim, CSC shall pay an amount equal to 50 percent (50%) of the total Administrative Fees deducted from the Settlement Class Member's rent under the laundry lease agreement in effect on May 1, 2017 for the property listed on that Approved Claim Form. If a Settlement Class Member had multiple existing leases with CSC (i.e. multiple properties for which CSC was providing laundry services) on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee was collected, from May 2017 through the date of Preliminary Approval of this Amended Settlement, a separate Claim Form must be submitted for each property. All Settlement Class Members that submit an Approved Claim Form shall be mailed a payment via check within one hundred twenty (120) days after the Effective Date. To the extent that a check issued to a Settlement Class Member is not cashed within one hundred twenty (120) days after the date of issuance, the check will be void, and such funds shall be distributed pursuant to 735 ILCS 5/2-807 to the Illinois Bar Foundation.

2.2. Suspension of Administrative Fee. For each Settlement Class Member that submits an Approved Claim Form, if the Settlement Class Member's laundry lease agreement in

effect on May 1, 2017, for the property listed on the Approved Claim Form has not yet renewed (i.e. a renewal that has occurred after a lessor had an opportunity to terminate the lease, whether through an automatic renewal, conversion to a shorter term, including an annual or month-to-month lease term, or negotiated a new lease or addendum) (collectively “a renewed lease” or “renewal”), CSC will suspend collection of the Administrative Fee for the Class Member’s property listed on the Approved Claim Form beginning 30 days after the Effective Date of the Amended Settlement until the Class Member enters a renewed lease or otherwise renews or negotiates a new lease or lease addendum with CSC.

2.3. Rate freeze. CSC will freeze the rate of the Administrative Fee applied to all Settlement Class Members’ accounts, even the accounts of those who do not submit an Approved Claim Form, at a rate of 9.75% for two (2) years following the Effective Date. For the avoidance of doubt, no lease subject to the suspension of the Administrative Fee as called for in Section 2.2 will have an Administrative Fee charged until the Class Member enters a renewed lease or otherwise renews or negotiates a new lease or lease addendum with CSC.

2.4. Future Disclosure and Imposition of Administrative Fee. For all Settlement Class Members, even for those who do not submit an Approved Claim Form, CSC shall expressly disclose the existence and application of any Administrative Fee in all new CSC contracts or contract addendums or amendments in the future. The existence and application of the Administrative Fee, along with the general categories of services it covers (for example, such services might include the following administrative and allocable costs: collections, loss control, environmental fees, check charges, transportation surcharges, technology fees and customer support), and its rate shall be set forth in all new CSC contracts or future contract addendums or amendments in a section discussing the other monetary obligations of the parties. Subject to

Sections 2.2 and 2.3, and in exchange for the settlement relief and the release of Released CSC Claims against the Settlement Class, upon the Effective Date, all Settlement Class Members acknowledge the Administrative Fee that CSC disclosed to Settlement Class Members in a May 2017 letter will continue as part of their existing leases and the shared revenue/shared expense relationships with CSC regarding their laundry room operations, whether or not any Administrative Fee has ever been collected.

2.5. Forbearance of Deficit and Uncompensated Costs. Additionally, as set forth in Section 3, for all Settlement Class Members, even those that do not submit an Approved Claim Form, CSC will forbear collection and release all claims against all Settlement Class Members related to: (i) the deficit between the minimum base compensation Settlement Class Members were to provide to CSC under their lease agreements and the gross collections received from those Settlement Class Members, which CSC represents to be forty-five million five hundred thousand dollars (\$45.5 million); and (ii) costs related to its business relationships with the Settlement Class Members for which it is entitled to receive, but has not received, reimbursement, which CSC represents to be one hundred fifty-two million dollars (\$152 million).

3. RELEASES

3.1. The obligations incurred pursuant to this Amended Settlement Agreement shall be a full and final disposition of the Action and any and all: (i) Released Class Claims, as against all Releasing / Released CSC Parties; and (ii) Released CSC Claims, as against all Releasing / Released Class Parties.

3.2. The Release of Claims Against CSC. Upon the Effective Date, and in consideration of the relief provided in the Amended Settlement described herein, the Releasing /

Released Class 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 all Released Class Claims up through and including the Effective Date against each and every one of the Releasing / Released CSC Parties. This release shall not include the Unaffected Claims.

3.3. The Release of Claims Against the Settlement Class. Upon the Effective Date, and in consideration of the relief provided in the Amended Settlement described herein, the Releasing / Released CSC 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 all Released CSC Claims up through and including the Effective Date against each and every one of the Releasing / Released Class Parties. This release shall not include the Unaffected Claims.

4. NOTICE

4.1. Direct Notice. No later than twenty-one (21) days after the entry of Preliminary Approval, the Settlement Administrator shall send Supplemental Notice substantially in the form attached as Exhibit B (for those receiving Supplemental Notice via email) and Exhibit C (for those receiving Supplemental Notice via First Class U.S. Mail) to all Persons in the Settlement Class using the best-known mail and/or email address in CSC's records.

4.2. No later than seven (7) days after the entry of Preliminary Approval, CSC and/or the Settlement Administrator will establish, maintain and update the Settlement Website, which shall include the ability to file Claim Forms online.

4.3. The Supplemental Notice shall advise the Settlement Class of their rights under the Amended Settlement, including the right to be excluded from or object to the Amended

Settlement or its terms. The Supplemental Notice shall specify that any objection to this Amended Settlement, and any papers submitted in support of said objection, shall be received by the Court at the Final Approval Hearing, only if, on or before the Objection/Exclusion Deadline approved by the Court and specified in the Supplemental Notice, the individual making an objection shall file notice of his or her intention to do so and provide the necessary information described in Section 4.4, and at the same time (a) file copies of such papers he or she proposes to submit at the Final Approval Hearing with the Clerk of the Court, and (b) send copies of such papers via mail, hand, or overnight delivery service to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel.

4.4. Right to Object or Comment. Any Settlement Class Member who intends to object to this Amended Settlement must present the objection in writing, which must be personally signed by the objector and must include: (i) the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (ii) the business or full name of the current property owner, (iii) current contact telephone number, U.S. Mail address, and email address, (iv) the specific grounds for the objection, (v) all documents or writings that the Settlement Class Member desires the Court to consider, (vi) 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 (vii) 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 sent via First Class U.S. Mail to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel, and filed with the Court, and must be postmarked and filed 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 Supplemental Notice, and at the same time provide copies to the Settlement Administrator, Lead Class Counsel, and Defendant's Counsel, shall not be permitted to object to this Amended Settlement Agreement or appear at the Final Approval Hearing, and shall be foreclosed from seeking any review of this Amended Settlement 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.

4.5. Right to Request Exclusion. Any individual in the Settlement Class may submit a request for exclusion from the Amended Settlement on or before the Objection/Exclusion Deadline. To be valid, any request for exclusion must (i) be in writing, (ii) identify the case name "*1050 West Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)," (iii) state the U.S. Mail address on the contract with CSC or the building containing CSC laundry machines, (iv) state the business or full name of the current property owner, (v) state the business or person's current contact telephone number, U.S. Mail address, and email address, (vi) be physically signed by the individual(s) seeking exclusion, and (vii) be sent via First Class U.S. Mail so that it is 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." 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 Supplemental Notice, or that is not postmarked or received within the time specified, shall be invalid and the individual serving such a request shall be deemed to remain a Settlement Class Member and shall be bound as a

Settlement Class Member by this Amended Settlement Agreement, if approved by the Court. Each request for exclusion from the prior settlement received from a Settlement Class Member will be honored unless that Class Member submits a Claim Form after receipt of the Supplemental Notice. Any Person who timely and properly elects to request exclusion from the Settlement Class shall not (i) be bound by any orders or Final Judgment entered in the Action, (ii) be entitled to relief under this Amended Agreement, (iii) gain any rights by virtue of this Amended Agreement, or (iv) be entitled to object to any aspect of this Amended Agreement. No Person may request to be excluded from the Settlement Class through “mass” or “class” opt-outs.

5. CLAIMS PROCESS AND AMENDED SETTLEMENT ADMINISTRATION

5.1. The Settlement Administrator shall, under the supervision of the Court and with the assistance of CSC, administer the relief provided by this Amended Settlement Agreement by processing Claim Forms in a rational, responsive, cost-effective, and timely manner. The Settlement Administrator and CSC shall maintain reasonably detailed records of their activities under this Amended Agreement and provide summaries upon request by Lead Class Counsel. The Settlement Administrator and CSC shall also provide reports and other information to the Court as the Court may require. The Settlement Administrator and CSC shall provide Class Counsel with information, under oath, concerning the Supplemental Notice, administration, and implementation of the Amended Settlement Agreement. Should the Court request, the Settlement Administrator and CSC shall submit a timely report to the Court summarizing the settlement administration work performed, including a report of all amounts provided to Settlement Class Members on account of Approved Claims. Without limiting the foregoing, the Settlement Administrator and/or CSC, shall:

(a) Make available to Lead Class Counsel—through sharing via Secure File Transfer Protocol or otherwise—all materials received in connection with the administration of the Amended Settlement within thirty (30) days after the date on which all Claim Forms have been finally approved or disallowed in accordance with the terms of this Amended Agreement;

(b) Provide monthly reports to Lead Class Counsel, including without limitation, reports regarding the number of Claim Forms received, the number of Approved Claims, the categorization and description of Claim Forms rejected, in whole or in part; and

(c) Make available for inspection by Lead Class Counsel the Claim Forms received by the Settlement Administrator at any time upon reasonable notice.

5.2. The Settlement Administrator and CSC shall be obliged to employ reasonable procedures to screen claims for abuse or fraud and deny Claim Forms where there is evidence of abuse or fraud. The Settlement Administrator and CSC shall review all Claim Forms to determine if a Settlement Class Member has an Approved Claim, applying the effective revenue share percentage in that Settlement Class Member's existing lease as of May 1, 2017 without regard to other revenue sharing terms. CSC and/or the Settlement Administrator shall determine whether a Claim Form is an Approved Claim by determining if the Person is a Settlement Class Member entitled to an Amended Settlement payment and shall reject Claim Forms that fail to (a) comply with the instructions on the Claim Form or the terms of this Amended Agreement, or (b) provide full and complete information as requested on the Claim Form. In the event a Settlement Class Member submits a timely Claim Form by the Claim Deadline but the Claim Form is not complete, then CSC and/or the Settlement Administrator shall use best efforts to identify the Settlement Class Member and associated property from CSC's records, and shall make reasonable efforts to contact the Settlement Class Member if additional information is needed,

and to obtain such information. In the event CSC and/or the Settlement Administrator receives such information more than thirty (30) days after the Claim Deadline, then any such claim shall be denied.

5.3. In determining whether a Claim Form is an Approved Claim, any Administrative Fees collected during the terms of leases entered into after May 1, 2017 (e.g. new clients, new leases/lease addendums, a renewal that occurred after a lessor had an opportunity to terminate the lease, whether through an automatic renewal, or month-to-month renewal) will not be considered in calculating the settlement payment. Settlement Class Members that entered into new contracts in any form after May 1, 2017 shall not be able to recover a settlement payment based upon Administrative Fees collected under the post-May 1, 2017 contract. Similarly, Settlement Class Members who received refunds for all or a portion of the Administrative Fees that were collected from them will not be permitted to recover a settlement payment based upon the Administrative Fees collected but already refunded. Nor will Settlement Class Members from whom no Administrative Fees were collected be able to recover a settlement payment. The Settlement Administrator shall deem all Option 1 Election Forms from the Parties' initially proposed settlement as Approved Claims unless the Class Member files a subsequent valid request for exclusion.

5.4. Defendant's Counsel and Lead Class Counsel shall have the right to challenge Approved Claims relating to the calculation of the amount of the settlement payment and to the extent either Party believes that there are instances of fraud, misconduct or another reasoned basis to suggest that an individual or entity is not, in fact, entitled to recover a settlement payment. The Parties' counsel shall meet and confer as to each challenge to reach a mutually agreeable resolution. Any challenges unresolved by the Parties' counsel shall be adjudicated by a

third-party neutral selected by the Parties or assigned by JAMS from their Chicago roster of former judicial officers with class action experience for binding determination. In the event that any Party seeks to exercise its right to terminate the Amended Settlement Agreement because more than 5,000 Approved Claim Forms have been challenged as set forth in Section 7.1, the Parties shall file copies of signed challenges with the Court.

6. PRELIMINARY APPROVAL ORDER AND FINAL APPROVAL ORDER

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

- a. appoint Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as Class Representatives 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 Amended Agreement as fair, reasonable, and adequate, and for purposes of disseminating Supplemental Notice to the Settlement Class;
- e. approve the form and content of the Supplemental Notice and the method of its dissemination to the Settlement Class;
- f. approve the appointment of the Settlement Administrator; and
- g. schedule a Final Approval Hearing to review comments and/or objections regarding the Amended Settlement, to finally consider its fairness, reasonableness and adequacy,

to consider the application for a Fee Award and incentive awards to the Class Representatives, and to consider whether the Court shall issue a Final Judgment approving this Amended Agreement, granting Lead Class Counsel's application for the Fee Award and the incentive awards to the Class Representatives, and dismissing the Action with prejudice.

6.2. Final Approval Order. After Supplemental Notice to the Settlement Class is given and following the deadline to submit information in support of a Claim Form as stated in Section 5.2, Lead 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 Defendant for purposes of this Amended Settlement and subject matter jurisdiction to approve this Amended Settlement Agreement, including all attached Exhibits;
- b. certify the Settlement Class solely for purposes of this Amended Settlement;
- c. approve the Amended Agreement and the proposed Amended 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 Amended Settlement Agreement according to its terms and conditions; and declare the Amended Settlement Agreement to be binding on, and have *res judicata* and preclusive effect in, all pending lawsuits (including the actions in Paragraph B and the Related Actions) and future lawsuits or other proceedings maintained by or on behalf of Plaintiffs, Defendant, and all other Settlement Class Members, Releasing / Released Class Parties and Releasing / Released CSC Parties regarding the Released Class Claims and Released CSC Claims;

d. find that the Supplemental Notice disseminated pursuant to the Amended 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 Amended 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;

e. find that the Class Representatives and Class Counsel adequately represented the Settlement Class for purposes of entering into and implementing the Amended Agreement;

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

g. incorporate the Release set forth above, make the Release effective as of the date of the Effective Date, and forever discharge the Releasing / Released Class Parties and Releasing / Released CSC Parties as set forth herein;

h. authorize the Parties, without further approval from the Court, to agree to and adopt such amendments, modifications and expansions of the Amended Settlement Agreement and its implementing documents (including all Exhibits to this Amended Agreement) that (1) shall be consistent in all material respects with the Final Judgment, and (2) do not limit the rights of Settlement Class Members;

i. without affecting the finality of the Final Judgment for purposes of appeal, retain jurisdiction over the Plaintiffs, CSC, the Settlement Class Members, and the Releasing / Released Class Parties and Releasing / Released CSC Parties as to all matters relating to

administration, consummation, enforcement and interpretation of the Amended Settlement Agreement and the Final Judgment, and for any other necessary purpose; and

j. incorporate any other provisions, consistent with the material terms of this Amended Agreement, as the Court deems necessary and just.

7. TERMINATION

7.1. The Class Representatives, on behalf of the Settlement Class Members, and/or CSC, shall have the right to terminate this Amended Agreement by providing written notice of his, her or its election to do so (“Termination Notice”) to all other Parties hereto pursuant to Section 10.16 of this Amended Agreement or within ten (10) days of: (i) the Court’s refusal to grant Preliminary Approval of the Amended Agreement in any material respect, (ii) the Court’s refusal to enter the Final Judgment in any material respect, (iii) the date upon which the Final Judgment is modified or reversed in any material respect by any appellate or other court, or (iv) in the event more than five thousand (5,000) Approved Claims are challenged prior to the Final Approval Hearing.

7.2. CSC shall be entitled, at its option, and in its sole and absolute good faith discretion, to withdraw from the Amended Settlement if the number of Settlement Class Members identified in the Parties’ original binding term sheet exclude themselves from the Settlement. The total number of exclusions needed to trigger this provision shall be provided to the Court at the hearing for Preliminary Approval. In the event CSC elects to withdraw from the proposed Amended Settlement, the Amended Settlement shall be null and void and the Parties returned to the *status quo ante*.

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

8.1. The Fee Award. CSC agrees to pay to Class Counsel reasonable attorneys' fees as well as unreimbursed expenses in an amount to be determined by the Court. Lead Class Counsel will petition the Court for an award of reasonable attorneys' fees as well as unreimbursed expenses incurred in the Action and the actions identified in Paragraph B as the Fee Award, and the amount of the Fee Award will be determined by the Court based on this petition. CSC will not object to, or otherwise challenge, Lead Class Counsel's application for attorneys' fees and for reimbursement of costs and other expenses if the petition is limited to five million dollars (\$5,000,000.00). Lead Class Counsel has agreed to limit their request for attorneys' fees and for reimbursement of costs and other expenses to no more than eight million dollars (\$8,000,000.00) and in no event will CSC be required to pay more than this amount for any and all attorneys' fees incurred in connection with the Action, the actions identified in Paragraph B, and the Amended Settlement. Payment of the Fee Award shall be made independently of the settlement payments to Class Members. CSC is not responsible for Lead Class Counsel's allocation of the Fee Award among itself or other counsel that have contributed to the execution and implementation of this Amended Agreement.

The Fee Award shall be payable within five (5) business days after entry of the Court's Final Judgment, subject to Lead Class Counsel executing the Undertaking Regarding Attorneys' Fees and Costs (the "Undertaking"), attached hereto as Exhibit E, and providing all payment routing information and tax I.D. numbers for Lead Class Counsel. Payment of the Fee Award shall be made by wire transfer to Edelson PC in accordance with wire instructions to be provided to CSC by Edelson PC, after completion of necessary forms, including but not limited to W-9 forms. Additionally, should any party to the Undertaking dissolve, merge, declare bankruptcy,

become insolvent, or cease to exist prior to the final payment to Settlement Class Members, that party shall execute a new undertaking guaranteeing repayment of funds within fourteen (14) days of such an occurrence.

8.2. Incentive Award. In addition to any settlement benefit under the Amended Agreement and in recognition of their efforts on behalf of the Settlement Class, subject to Court approval, CSC agrees that the Class Representatives shall be entitled to reasonable incentive awards in the amount of \$5,000 each to be paid independently of the settlement payments to Class Members. Payment of the Incentive Award shall be made via check to the Class Representatives, with such checks to be sent care of Lead Class Counsel within fourteen (14) days after the Effective Date.

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

9.1. Consistent with Section 1.12, the Effective Date of this Amended Agreement shall not occur unless and until each and every one of the following events occurs, and shall be one business day after the last (in time) of the following events occurs:

- a. this Amended Agreement has been signed by the Parties, Class Counsel and Defendant's Counsel;
- b. the Court has entered an order granting Preliminary Approval of the Amended Agreement;
- c. the Court has entered an order finally approving the Amended Settlement Agreement, following Supplemental Notice to the Settlement Class and a Final Approval Hearing, and has entered the Final Judgment, or a judgment substantially consistent with this Amended Agreement, that has become final and non-appealable;

d. in the event that the Court enters an order and final judgment in a form other than that provided above (“Alternative Judgment”) to which the Parties have consented, that Alternative Judgment has become final and non-appealable as if it were a Final Judgment; and

e. the named plaintiffs or the courts in the actions identified in Paragraph B dismiss those cases with prejudice pursuant to the Final Judgment.

9.2. If some or all of the conditions specified in Section 9.1 are not met, or in the event that this Amended Settlement Agreement is not approved by the Court, or the Amended Settlement set forth in this Amended Agreement is terminated or fails to become effective in accordance with its terms, then this Amended Settlement Agreement shall be canceled and terminated subject to Section 9.3, unless Lead Class Counsel and Defendant’s Counsel mutually agree in writing to proceed with this Amended Agreement. If any Party is in material breach of the terms hereof, any other Party that it is in substantial compliance with the terms of this Amended Agreement may terminate this Amended Agreement on notice to all other Parties. Notwithstanding anything herein, the Parties agree that the decision of the Court as to the amount of the Fee Award to Class Counsel set forth above or the incentive award to the Class Representatives, regardless of the amounts awarded, shall not prevent the Amended Agreement from becoming effective, nor shall it be grounds for termination of the Amended Agreement.

9.3. If this Amended Agreement is terminated or fails to become effective for the reasons set forth in this Amended Settlement, the Parties shall be restored to their respective positions in the Action (and the actions identified in Paragraph B and the Related Actions) as of October 21, 2019. In such event, the certification of the Settlement Class and any Final Judgment or other order entered by the Court in the Action in accordance with the terms of this Amended

Agreement shall be deemed vacated, *nunc pro tunc* and without prejudice to Defendant's right to contest class certification, and the Parties shall be returned to the *status quo ante* with respect to the Action, the actions listed in Paragraph B, and the Related Actions as if this Amended Agreement had never been entered into.

10. MISCELLANEOUS PROVISIONS.

10.1. The Parties: (1) acknowledge that it is their intent to consummate this Amended Settlement Agreement; and (2) 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 Amended Agreement and to exercise their reasonable best efforts to accomplish the foregoing terms and conditions of this Amended Agreement. Class Counsel and Defendant's Counsel agree to cooperate with one another in seeking entry of an order granting Preliminary Approval of this Amended 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 Amended Agreement. The Parties further stipulate to stay all proceedings in the Action and the actions identified in Paragraph B until the approval of this Amended Settlement Agreement has been finally determined, except the stay of proceedings shall not prevent the filing of any motions, affidavits, and other matters necessary to obtain and preserve final judicial approval of this Amended Settlement Agreement.

10.2. The Parties intend this Amended Settlement Agreement to be a final and complete resolution of all disputes between them with respect to the Released Class Claims by Plaintiffs, the Settlement Class Members, and the Releasing / Released Class Parties and each or any of them, on the one hand, and the Released CSC Claims by Defendant and the Released Class Parties and Releasing / Released CSC Parties, on the other hand. Accordingly, the Parties agree

not to assert in any forum that the Action was brought by Plaintiffs or defended by Defendant (including the assertion of the counterclaims), or each or any of them, in bad faith or without a reasonable basis.

10.3. The Parties have relied upon the advice and representation of counsel, selected by them, concerning the claims hereby released. The Parties have read and understand fully this Amended 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.

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

a. is, may be deemed, or shall be used, offered or received against the Released CSC Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released Class Claims, the truth of any fact alleged by Plaintiffs, the deficiency of any defense that has been or could have been asserted in the Action, the actions listed in Paragraph B, or the Related Actions, the violation of any law, statute, regulation or standard of care, the reasonableness of the settlement amount or the Fee Award, or of any alleged wrongdoing, liability, negligence, or fault of the Releasing / Released CSC Parties, or any of them;

b. is, may be deemed, or shall be used, offered or received against the Released Class Parties, or each or any of them as an admission, concession or evidence of, the validity of any Released CSC Claims, the truth of any fact alleged by Defendant, the deficiency of any defense that has been or could have been asserted in the Action, the actions listed in

Paragraph B, or the Related Actions, the violation of any law, statute, regulation or standard of care, or of any alleged wrongdoing, liability, negligence, or fault of the Releasing / Released Class Parties, or any of them;

c. is, may be deemed, or shall be used, offered or received against CSC as an admission, concession or evidence of any fault, misrepresentation or omission with respect to any statement or written document approved or made by the Releasing / Released Class Parties, or any of them;

d. is, may be deemed, or shall be used, offered or received against Plaintiffs 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, the actions listed in Paragraph B, or the Related Actions, the truth or falsity of any fact alleged by CSC, or the availability or lack of availability of meritorious defenses to the claims raised in the Action or the actions listed in Paragraph B;

e. is, may be deemed, or shall be used, offered or received against the Releasing / Released CSC Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Releasing / Released CSC Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Nor may it be deemed, or shall be used, offered or received against the Releasing / Released Class Parties, or each or any of them as an admission or concession with respect to any liability, negligence, fault or wrongdoing as against any Releasing / Released Class Parties, in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. However, the Amended Settlement, this Amended Agreement, and any acts performed and/or documents executed in furtherance of or pursuant to this Amended Agreement and/or

Amended Settlement may be used in any proceedings as may be necessary to effectuate the provisions of this Amended Agreement. Moreover, if this Amended Settlement Agreement is approved by the Court, any Party or any of the Releasing / Released CSC Parties or Releasing / Released Class Parties may file this Amended Settlement Agreement and/or the Final Judgment in any action pending or 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, accord and satisfaction, or any other theory of claim preclusion or issue preclusion, or similar defense or counterclaim;

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

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

h. is, may be deemed, or shall be construed as or received in evidence as an admission or concession against Plaintiffs and the Settlement Class, or each and any of them, or against the Releasing / Released CSC Parties, or each or any of them, that any of Plaintiffs' claims or the claims of the Settlement Class are with or without merit or that damages recoverable in the Action, the actions listed in Paragraph B, and the Related Actions would have exceeded or would have been less than any particular amount.

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

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

10.7. All of the Exhibits to this Amended Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference.

10.8. This Amended Agreement and its Exhibits set forth the entire agreement and understanding of the Parties with respect to the matters set forth herein, and supersedes 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 Amended Settlement Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in such documents. This Amended 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.

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

10.10. Plaintiffs represent and warrant that they have not assigned any claim or right or interest relating to any of the Released Class Claims against the Releasing / Released Class Parties to any other Person or party and that they are fully entitled to release the same.

10.11. Each counsel or other Person executing this Amended 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 Amended Agreement to effectuate its terms.

10.12. This Amended 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. Signature by digital, facsimile, or in PDF format will constitute sufficient execution of this Amended Agreement. A complete set of original executed counterparts shall be filed with the Court if the Court so requests.

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

10.14. This Amended 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.

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

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

For Plaintiffs:

Benjamin H. Richman
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654

For Defendant:

Paul A. Williams
SHOOK, HARDY & BACON LLP
1660 17th St., Suite 450
Denver, CO 80202

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

Date: 9/24/2021

1050 West Columbia Condominium Association

By: (signature) Michael R. Jones

Its: Association President

Name: (printed) Michael R. Jones

Date: _____

RBB2, LLC

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

MJM Visions, LLC

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Kay-Kay Realty, Corp.

By: (signature) _____

Its: _____

Name: (printed) _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

1050 West Columbia Condominium Association

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

RBB2, LLC

Date: 10/6/2021 _____

By: (signature) April Gordon _____

Its: ACCOUNTANT _____

Name: (printed) April Gordon _____

MJM Visions, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

Kay-Kay Realty, Corp.

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

1050 West Columbia Condominium Association

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

RBB2, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

MJM Visions, LLC

Date: 9/23/2021

By: (signature) Jim McKenna

Its: Manager

Name: (printed) Jim McKenna

Kay-Kay Realty, Corp.

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

IN WITNESS WHEREOF, the Parties hereto have caused this Amended Settlement Agreement to be executed by their duly authorized attorneys.

1050 West Columbia Condominium Association

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

RBB2, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

MJM Visions, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

Kay-Kay Realty, Corp.

9/24/2021
Date: _____

By: (signature) DAVID KOTIN

Its: Managing agent

Name: (printed) DAVID KOTIN

Date: 9/24/2021

Edelson PC

By: (signature) 

Name: (printed) Benjamin H. Richman

Date: _____

Law Offices of Michael R. Karnuth

By: (signature) _____

Name: (printed) _____

Date: _____

Edward M. Burnes, Attorney at Law

By: (signature) _____

Name: (printed) _____

Date: _____

CSC ServiceWorks, Inc.

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Shook, Hardy & Bacon LLP

By: (signature) _____

Name: (printed) _____

Date: _____

Edelson PC

By: (signature) _____

Name: (printed) _____

Date: 9/24/21

Law Offices of Michael R. Karnuth

By: (signature) Michael R. Karnuth

Name: (printed) Michael R. Karnuth

Date: 9/24/21

Edward M. Burnes, Attorney at Law

By: (signature) Edward M. Burnes

Name: (printed) Edward M. Burnes

Date: _____

CSC ServiceWorks, Inc.

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Shook, Hardy & Bacon LLP

By: (signature) _____

Name: (printed) _____

Edelson PC

Date: _____

By: (signature) _____

Name: (printed) _____

Law Offices of Michael R. Karnuth

Date: _____

By: (signature) _____

Name: (printed) _____

Edward M. Burnes, Attorney at Law

Date: _____

By: (signature) _____

Name: (printed) _____

CSC ServiceWorks, Inc.

Date: 9/23/21

By: (signature) 

Its: SECRETARY

Name: (printed) CHRIS MAXIE

Shook, Hardy & Bacon LLP

Date: 9/23/21

By: (signature) 

Name: (printed) PAUL A WILLIAMS

Exhibit A

CSC ADMINISTRATIVE FEE AMENDED SETTLEMENT CLAIM FORM

THIS CLAIM FORM MUST BE POSTMARKED BY [CLAIM DEADLINE] AND MUST BE FULLY COMPLETED, BE SIGNED, AND MEET ALL CONDITIONS OF THE AMENDED SETTLEMENT AGREEMENT. YOU MUST SEND IN A CLAIM FORM FOR EACH PROPERTY FOR WHICH YOU WOULD LIKE TO RECEIVE A SETTLEMENT PAYMENT. IF YOU PREVIOUSLY SUBMITTED AN "OPTION 1 ELECTION FORM," YOU DO **NOT** NEED TO SUBMIT THIS FORM.

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

Property Address Where CSC ServiceWorks, Inc. Provides(d) Laundry Services:

Street Address:* _____

City:* _____ State:* _____ Zip Code:* _____

Account Name, as listed in the Notice sent to you: _____

Account Number, as listed on the Notice sent to you: _____

Payee Number, as listed on the Notice sent to you: _____

Current Property Owner (First, M.I., Last):* _____

Street Address:* _____

City:* _____ State:* _____ Zip Code:* _____

Email Address:* _____

Contact Phone #:* (____) ____ - ____ (You may be contacted by email or telephone if further information is required.)

*Required Information

Current Authorized Agent (Complete This Section Only if Agent Submitting on Behalf of Current Property Owner) (First, M.I., Last):

Street Address: _____

City: _____ State: _____ Zip Code: _____

Email Address: _____

Contact Phone #:* (____) ____ - ____ (You may be contacted by email or telephone if further information is required.)

Settlement Class Member Verification: By submitting this Claim Form, I declare that I believe I am a member of the Settlement Class or an agent authorized to act on behalf of a Settlement Class Member and that all information provided in this Claim Form is true and correct to the best of my knowledge and belief.

Signature: _____ Date: ____/____/____

Print Name: _____

Any settlement payment that you are entitled to will be mailed via check to the owner (or agent) address you provided. This process takes time, please be patient.

Questions, visit <https://www.cscadminfeesettlement.com> or call 1-866-354-3015

Exhibit B

From: AdministrativeFeeSettlement@settlementadministrator.com
To: JonQClassMember@domain.com
Re: Supplemental Legal Notice of Amended Class Action Settlement-- *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.)

IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.

This Supplemental Notice is to inform you that an Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. While you may have previously received a notice in connection with this case, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Court-approved notice explains the Amended Settlement and relief available under it. Plaintiffs claim that the Administrative Fee breached their lease agreements. CSC asserts the fee is necessary and legally warranted and denies it violated the agreements.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. You're eligible if you had an existing laundry lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your laundry room equipment's gross collections.

What Can I Get? If you submit a valid claim you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim, CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed from lessors in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.

How Do I Get Benefits? If you want a settlement payment and Administrative Fee suspension (if eligible), you must submit a timely and complete Claim Form for each eligible property (i.e., a property with an existing laundry lease agreement with CSC on May 1, 2017) **no later than [Claim Deadline]**. You can submit a Claim Form by clicking on [link to [Claim Form](#)]. The amount you are due will be mailed to you via check. You do not need to do anything if you

previously submitted an Option 1 Election Form for the initially proposed settlement. You also do not need to do anything to receive the rate freeze or waiver of CSC's claims.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the address below) by [objection/exclusion deadline]. If you exclude yourself, you cannot get Amended Settlement benefits or the release of claims against you, or object to the Amended Settlement, but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC's counsel no later than [objection/exclusion deadline]. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at <https://www.cscadminfeesettlement.com>. If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

Who Represents Me? The Court has appointed a team of lawyers from Edelson PC, the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to represent the Class. These attorneys are called Class Counsel. You will not be charged any fees for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. 1050 W. Columbia Condo Ass'n, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., Settlement Class Members like you, have been appointed by the Court as "Class Representatives."

When Will the Court Consider the Proposed Amended Settlement? The Court will hold the Final Approval Hearing at ____ .m. on [Final Approval Hearing Date] in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Amended Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives an award for their services in helping to bring and settle this case. CSC has agreed not to oppose any request for attorneys' fees and costs not exceeding \$5,000,000 and Class Counsel has agreed to seek no more than \$8,000,000, but the Court may award less than these amounts.

How Do I Get More Information? For more information, including the full Supplemental Notice, Claim Form, and Amended Settlement Agreement go to <https://www.cscadminfeesettlement.com>, write Class Counsel at 350 N. LaSalle Street, 14th Floor, Chicago, IL 60654, or call them at 1-866-354-3015. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

Exhibit C

IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.

This Supplemental Notice is to inform you that an Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. While you may have previously received a notice in connection with this case, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This court-approved notice explains the Amended Settlement and relief available under it. Plaintiffs claim that the Administrative Fee breached their lease agreements. CSC asserts the fee is necessary and legally warranted and denies it violated the agreements.

Am I a Settlement Class Member? Our records indicate you may be a Settlement Class Member. You're eligible if you had an existing laundry lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your laundry room equipment's gross collections.

What Can I Get?

If you submit a valid claim you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim, CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of

May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed from lessors in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.

How Do I Get Benefits? If you want a settlement payment and Administrative Fee suspension (if eligible), you must submit a timely and complete Claim Form for each eligible property (i.e., a property with an existing laundry lease agreement with CSC on May 1, 2017) **no later than [Claim Deadline]**. You can submit a Claim Form by visiting <https://www.cscadminfeesettlement.com>. The amount you are due will be mailed to you via check. You do not need to do anything if you previously submitted an Option 1 Election Form for the initially proposed settlement. You also do not need to do anything to receive the rate freeze or waiver of CSC's claims.

What are My Other Options? You may exclude yourself from the Class by sending a letter to the Settlement Administrator (at the

address below) by **[objection/exclusion deadline]**. If you exclude yourself, you cannot get Amended Settlement benefits or the release of claims against you, or object to the Amended Settlement, but you keep any rights you may have to sue CSC over the legal issues in the lawsuit. If you previously submitted a request for exclusion in connection with the initially proposed settlement, it will be honored unless you decide to submit a Claim Form. If you do not exclude yourself, you and/or your lawyer have the right to appear before the Court and/or object to the proposed Amended Settlement. Your written objection must be filed with the Court and mailed to the Settlement Administrator, Class Counsel, and CSC's counsel no later than **[objection/exclusion deadline]**. Specific instructions about how to object to, or exclude yourself from, the Amended Settlement are available at <https://www.cscadminfeesettlement.com>. If you file a Claim Form or do nothing, and the Court approves the Amended Settlement, you will be bound by all of the Court's orders and judgments. In addition, your claims against CSC relating to its alleged breach of the laundry lease agreements by collecting the Administrative Fee will be released.

Who Represents Me? The Court has appointed a team of lawyers from Edelson PC, the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to represent the Class. These attorneys are called Class Counsel. You will not be charged any fees for these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your expense. 1050 W. Columbia Condo Ass'n, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., Settlement Class Members like you, have been appointed by the Court as "Class Representatives."

When Will the Court Consider the Proposed Amended Settlement? The Court will hold the Final Approval Hearing at **[m. on [Final Approval Hearing Date]]** in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. At that hearing, the Court will: hear any objections; determine the fairness of the Amended Settlement; decide whether to approve Class Counsel's request for attorneys' fees and costs; and decide whether to award the Class Representatives an award for their services in helping to bring and settle this case. CSC has agreed not to oppose any request for attorneys' fees and costs not exceeding \$5,000,000 and Class Counsel has agreed to seek no more than \$8,000,000, but the Court may award less than these amounts.

How Do I Get More Information? For more information, including the full Supplemental Notice, Claim Form, and Amended Settlement Agreement go to <https://www.cscadminfeesettlement.com>, write Class Counsel at 350 N. LaSalle Street, 14th Floor, Chicago, IL 60654, or call them at 1-866-354-3015. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

Exhibit D

CIRCUIT COURT OF COOK COUNTY, ILLINOIS

*1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.,
Case No. 2019-CH-07319*

**IF CSC SERVICEWORKS, INC. DEDUCTED AN ADMINISTRATIVE FEE FROM
YOUR LAUNDRY ROOM'S GROSS COLLECTIONS, YOU MAY BE ENTITLED TO
BENEFITS FROM AN AMENDED CLASS ACTION SETTLEMENT.**

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

- An Amended Settlement has been reached in a class action lawsuit claiming that Defendant CSC ServiceWorks, Inc. ("CSC"), a laundry services provider, deducted an Administrative Fee amounting to 9.75% of lessors' gross collections. Plaintiffs claim that deducting this Administrative Fee breached lease agreements between lessors and CSC. CSC asserts the fee is necessary and legally warranted and has denied any liability.
- You may have previously received a notice in connection with this case in late 2019 or early 2020. Since then, the Court has held several hearings related to the proposed settlement of this matter. The Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Supplemental Notice, which the Court approved, explains the Amended Settlement and the amended settlement relief available under it.
- You are included in the Amended Settlement if you had an existing lease with CSC on May 1, 2017, and were assessed or subject to—i.e., even if one wasn't collected—one or more Administrative Fee deductions amounting to approximately 9.75% of your gross collections.
- If you submit a valid claim, you will get a settlement payment equal to half (50%) of your share of the Administrative Fees paid in connection with the laundry lease agreement in effect at your property in May 2017. In addition, if you submit a valid claim CSC will also stop charging the Administrative Fee if your laundry lease agreement existing as of May 1, 2017 has not yet renewed or been replaced with a new lease. That suspension will remain in place until the lease is renewed or you sign a new lease.
- For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. CSC has also agreed to waive its right to seek to collect around \$197.5 million it claims it is owed by Settlement Class Members in uncompensated expenses and deficits owed in rent payments. You do not need to file a claim to receive the rate freeze or waiver of CSC's claims against you.
- Read this notice carefully. Your legal rights are affected whether you act or don't act.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
SUBMIT A CLAIM FORM	This is the only way you can receive a settlement payment and, for leases that have not yet renewed, a suspension of the Administrative Fee.
EXCLUDE YOURSELF	You will receive no benefits, but you will retain any rights you currently have to sue CSC about the claims in this case and CSC will retain any rights it has to claims against you. You do not have to exclude yourself if you already sent in a timely exclusion request for the initially proposed settlement.
OBJECT	Write to the Court explaining why you don't like the Amended Settlement.
GO TO THE HEARING	Ask to speak in Court about your opinion of the Amended Settlement.
DO NOTHING	Remain in the Settlement Class, and although you do not receive any payment, CSC will freeze the Administrative Fee rate for you for two years. CSC will also waive any claims it has against you for outstanding costs related to its provision of laundry services to you.

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

BASIC INFORMATION

1. Why was this Supplemental Notice issued? Didn't I already receive Notice?

You may have received a Court-approved notice about this case in late 2019 or early 2020. Since then, the Court has held several hearings related to the proposed settlement of this matter. After those hearings, the Parties have decided to update the settlement in certain ways that they believe will benefit you and the other Settlement Class Members. This Supplemental Notice, which the Court approved, explains the Amended Settlement and the relief available under it.

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

The Honorable Sophia H. Hall of the Circuit Court of Cook County, Illinois, is overseeing this case. The case is called *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319. The entities that have filed suit, 1050 W. Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. are called the Plaintiffs. The Defendant is CSC ServiceWorks, Inc.

2. What is a class action?

In a class action, one or more people or entities called class representatives (in this case, 1050 W. Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp.) sue on behalf of a group or a “class” of people or entities that have similar claims. In a class action, the court resolves the issues for all class members, except for those who exclude themselves from the class.

3. What is this lawsuit about?

This lawsuit claims that CSC breached the agreements it entered into with landlords relating to the provision of laundry machines and services by deducting an “Administrative Fee” of 9.75% of gross collections before determining the rent payments owed to landlords. The Plaintiffs contend that this Administrative Fee was not allowed under the laundry lease agreements between the Parties. CSC denies that it breached the agreements and believes the fee was authorized. In addition, CSC claims landlords owe it \$197.5 million in costs and agreed-upon base compensation. The Court has not determined who is right. Rather, the Parties have agreed to settle the lawsuit to avoid the risk and expense associated with ongoing litigation.

4. Why is there an Amended Settlement?

The Court has not decided whether the Plaintiffs or CSC should win this case. Instead, both sides agreed to an Amended Settlement. That way, they avoid the risk and expense associated with ongoing litigation, and class members will get benefits sooner rather than, if at all, after the completion of a trial.

WHO’S INCLUDED IN THE AMENDED SETTLEMENT?

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

The Court decided that everyone who fits the following description are members of the **Settlement Class**:

All Persons having existing leases with CSC on May 1, 2017, that were assessed and/or subject to one or more Administrative Fees, whether or not any fee has ever been collected, from May 2017 through [insert the date of Preliminary Approval of the Amended Settlement].

The Settlement Class does not include individuals and entities who have had their claims regarding the Administrative Fee already decided or otherwise released, or who timely filed valid exclusions from the Amended Settlement, as well as persons related to the Court, CSC, or the lawyers involved in this case.

THE SETTLEMENT BENEFITS

6. What does the Amended Settlement provide?

Monetary Relief: CSC will pay each Settlement Class Member that submits a valid claim an amount equal to half (50%) of the Settlement Class Member's share of the Administrative Fees paid in connection with the laundry lease agreement in effect on May 1, 2017 for the property listed on that Approved Claim Form. Contact Class Counsel (*see* Question 21) if you have questions about where to find the Administrative Fee on your bill.

Rate Suspension: CSC will stop charging the Administrative Fee for Settlement Class Members with laundry lease agreements in effect on May 1, 2017 that have not yet renewed or signed new leases and who submit a valid claim.

Rate Freeze: For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, that fee will continue, but the rate of the fee will be frozen at 9.75% for two years. You do not need to file a claim to receive the rate freeze.

Release of Claims Against Settlement Class Members: Regardless of whether a Claim Form is submitted, CSC will waive and release \$45.5 million in unpaid deficits between the minimum base compensation CSC claims Settlement Class Members owe to CSC under their lease agreements and the gross collections received from those Settlement Class Members. CSC will also waive and release \$152 million of uncompensated costs from Settlement Class Members that CSC claims Settlement Class Members owe CSC stemming from CSC's provision of laundry services to them.

Ongoing Administrative Fee Disclosures: Going forward, CSC will expressly disclose the existence, application, and rate of the Administrative Fee in all new CSC contracts or contract addendums or amendments in the future, and to identify the general categories of services it covers.

A detailed description of the Amended Settlement benefits can be found in the Amended Settlement Agreement at <https://www.cscadminfeesettlement.com>.

7. How do I get a settlement payment and how much can I get?

In order to obtain a settlement payment under the Amended Settlement, and unless you already submitted an Option 1 Election Form in connection with the initially proposed settlement of this matter, Settlement Class Members must submit a Claim Form. Claim Forms can be submitted between now and [insert date].

Settlement Class Members who submit an Approved Claim Form can receive a settlement payment equal to half (50%) of their share of the Administrative Fees paid in connection with the laundry lease agreement in effect at their property in May 2017.

Claim Forms can be submitted online at <https://www.cscadminfeesettlement.com>, or downloaded, printed, and mailed. Go to <https://www.cscadminfeesettlement.com> for more information or call Class Counsel for assistance at 1-866-354-3015. (See Question 21.) If a Settlement Class Member had multiple existing leases with CSC (i.e. multiple properties for which CSC was providing laundry services) on May 1, 2017 that were assessed and/or subject to one or more Administrative Fees whether or not any fee was collected, from May 2017 through [insert the date of Preliminary Approval], a separate Claim Form must be submitted for each property.

If the Court approves the Amended Settlement and you submit an Approved Claim Form, your settlement payment will be mailed to you in a check and will expire and become void 120 days after it is issued.

8. How do I get a suspension of the Administrative Fee or Administrative Fee rate freeze under the Amended Settlement?

To receive a suspension of the Administrative Fee, Settlement Class Members must submit a Claim Form [insert hyperlink] for each property that had an existing laundry lease agreement as of May 1, 2017, and that lease must not have been renewed or a new lease signed. If the lease is otherwise eligible, you do not need to submit a Claim Form if you already submitted an Option 1 Election Form in connection with the initially proposed settlement of this matter.

For those Settlement Class Members with renewed or new leases after CSC disclosed the Administrative Fee in May 2017, and regardless of whether you submit a Claim Form, CSC will freeze any Administrative Fee deductions from gross collections at 9.75% for two years.

REMAINING IN THE AMENDED SETTLEMENT

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

If the Amended Settlement is approved, you will give up your right to sue (or “release”) CSC for the claims being resolved by this Amended Settlement related to its deduction of the Administrative Fee between May 2017 and [current preliminary approval]. The specific claims you are giving up against CSC are described in Section 3 of the Amended Settlement Agreement. Unless you exclude yourself (see Question 13), you will be “releasing” these claims, regardless of whether you submit a Claim Form or not. The Amended Settlement Agreement is available through the “court documents” link on the website.

The Amended Settlement Agreement describes the released claims with specific descriptions, so read it carefully. If you have any questions you can talk to the

lawyers listed in Question 11 for free or you can, of course, talk to your own lawyer at your own cost if you have questions about what the released claims means.

10. What happens if I do nothing at all?

If you do nothing and the Amended Settlement is approved, you remain in the Settlement Class and will automatically receive an Administrative Fee rate freeze at 9.75% for two years. CSC will continue to charge the Administrative Fee that it first disclosed to Settlement Class Members in May 2017—which has been a shared expense for more than four years since as part of the shared revenue/shared expense relationship between CSC and laundry room landlords. CSC will also release any claims it may have against you for unreimbursed costs and expenses related to its laundry lease agreement with you. If you do not submit a Claim Form you cannot receive any settlement payment or suspension of the Administrative Fee. As a Settlement Class Member, you won't be able to start a lawsuit or be part of any other lawsuit against CSC for the claims being resolved by this Amended Settlement.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in the case?

The Court has appointed Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC, Michael R. Karnuth of the Law Offices of Michael R. Karnuth, and Edward M. Burnes, Attorney at Law to be the attorneys representing the Settlement Class. They are called "Class Counsel." They believe, after conducting an extensive investigation, that the Amended Settlement Agreement is fair, reasonable, and adequate, and in the best interests of the Settlement Class. You will not be charged for any time you spend talking with these lawyers. If you want to be represented by your own lawyer in this case, you may hire one at your own expense.

12. How will the lawyers be paid?

CSC has agreed to pay Class Counsel attorneys' fees and costs in an amount to be determined by the Court. CSC has agreed not to oppose any request not exceeding \$5,000,000. Class Counsel has agreed not to seek more than \$8,000,000. The Court may award less than these amounts. Under the Amended Settlement Agreement, payment will be made independently of benefits to Settlement Class Members.

Class Counsel will file their motion for attorneys' fees no later than [insert date 14 days before objection deadline], and a copy of the motion will be available under the Case Documents tab at <https://www.cscadminfeesettlement.com>.

Subject to approval by the Court, CSC has agreed to pay the Class Representatives \$5,000 each. This payment will also be made independently of benefits to Settlement Class Members.

EXCLUDING YOURSELF FROM THE AMENDED SETTLEMENT

13. How do I get out of the Amended Settlement?

To exclude yourself from the Amended Settlement, you must mail or otherwise deliver a letter (or request for exclusion) to the Settlement Administrator stating that you want to be excluded from the Amended Settlement in *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319. Your letter or request for exclusion must also include your name, your address, a statement that you had a valid laundry lease with CSC ServiceWorks, Inc. on May 1, 2017, that CSC deducted, or could have deducted, an Administrative Fee from a rent payment it owed to you, the address on the contract with CSC or of the property in which CSC laundry machines were installed, your signature, the name and number of this case, and a statement that you wish to be excluded. If you previously submitted a request for exclusion, it will be honored unless you decide to submit a Claim Form. You must mail or hand deliver your exclusion request no later than **[objection/exclusion deadline]** to:

CSC Settlement Administrator
P.O. Box #####
City, State #####

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

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

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

No. If you exclude yourself, you will not receive any settlement benefits and cannot object to the Amended Settlement. CSC will also not release any claims it may have against you related to any deficit in minimum base compensation you owe to CSC under your lease, or any claims for any other uncompensated expenses that you may owe CSC pursuant to your lease.

OBJECTING TO THE AMENDED SETTLEMENT

16. How do I object to the Amended Settlement?

If you're a Settlement Class Member, you can intervene and object to the Amended Settlement if you don't like any part of it. You can give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must file with the Court a letter or brief stating that you object to the Amended Settlement in *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319, and identify all your reasons for your objections (including citations and supporting evidence) and attach any materials you rely on for

your objections. If you have a lawyer, they must file an appearance. Your letter or brief must also include your name, your address, the basis upon which you claim to be a Settlement Class Member (i.e. that you had a valid laundry lease with CSC ServiceWorks, Inc. on May 1, 2017, that CSC deducted, or could have deducted, an Administrative Fee from a rent payment it owed to you), the address on the contract or of the property in which CSC laundry machines were installed, the name and contact information of any and all attorneys representing, advising, or in any way assisting you in connection with your objection, and your signature. You must also mail or hand deliver a copy of your letter or brief to the Settlement Administrator, Class Counsel, and CSC's Counsel, as listed below. You cannot object if you exclude yourself from the Amended Settlement.

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

Court	Class Counsel	CSC's Counsel	Settlement Administrator
The Hon. Sophia H. Hall Courtroom 2301 Daley Center, 50 West Washington Street, Chicago, Illinois 60602	Benjamin H. Richman Edelson PC 350 North LaSalle Street, 14th Floor Chicago, Illinois 60654	Paul Williams Shook, Hardy & Bacon LLP 1660 17th St., Suite 450 Denver, Colorado 80202	[CONTACT INFO]

17. What's the difference between objecting and excluding myself from the Amended Settlement?

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

THE COURT'S FINAL APPROVAL HEARING

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

The Court will hold the Final Approval Hearing at [time] on Month 00, 2021 in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, Illinois 60602. The purpose of the hearing will be for the Court to determine whether to approve the Amended Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class; to consider the Class Counsel's request for attorneys' fees and expenses; and to consider the request for an incentive award to the Class Representatives. At that hearing, the Court will be available to hear any objections and arguments concerning the fairness of the Amended Settlement.

The hearing may be postponed to a different date or time without notice, so it is a good idea to check <https://www.cscadminfeesettlement.com> or call 1-866-354-3015. If, however, you timely objected to the Amended Settlement and advised the Court that you intend to appear and speak at the Final Approval Hearing, you will receive notice of any change in the date and/or time of such Final Approval Hearing.

19. Do I have to come to the hearing?

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

20. May I speak at the hearing?

Yes. You may ask the Court for permission to speak at the final hearing to determine the Amended Settlement's fairness. To do so, you must include in your letter or brief objecting to the Amended Settlement a statement saying that it is your "Notice of Intent to Appear in Circuit Court of Cook County, 50 West Washington Street, Chicago, Illinois." It must include your name, address, telephone number and signature as well as the name and address of your lawyer, if one is appearing for you. Your objection and notice of intent to appear must be filed with the Court and postmarked no later than [objection deadline], and be sent to the addresses listed in Question 16.

GETTING MORE INFORMATION

21. Where do I get more information?

This Supplemental Notice summarizes the Amended Settlement. More details are in

the Amended Settlement Agreement and <https://www.cscadminfeesettlement.com>. You can get a copy of the Amended Settlement Agreement and access the Claim Form at <https://www.cscadminfeesettlement.com>. You may also write Class Counsel at Edelson PC, 350 N. LaSalle Street, 14th Floor, Chicago, Illinois 60654, or call them at 1-866-354-3015 if you have any questions. Before doing so, however, please read this full Supplemental Notice carefully. You may also find additional information about the settlement on the case website. If you have any questions about the relief you may be entitled to under the Amended Settlement, contact Class Counsel.

Exhibit E

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

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, an Illinois non-profit organization, RBB2, LLC, a California limited liability company; MJM VISIONS, LLC, a California limited liability company; and KAY-KAY REALTY, CORP., an Arizona corporation, individually and on behalf of all others similarly situated,

Plaintiffs,

v.

CSC SERVICEWORKS, INC., a Delaware corporation,

Defendant.

No. 2019-CH-07319

Honorable Sophia H. Hall

Calendar 14

**STIPULATION REGARDING
UNDERTAKING OF ATTORNEYS' FEES AND COSTS**

Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp., on the one hand, and Defendant CSC Serviceworks, Inc., on the other hand, (collectively, the "Parties"), by and through and including their undersigned counsel, stipulate and agree as follows:

WHEREAS, Lead Class Counsel and their law firm (the "Law Firm") desire to give an undertaking (the "Undertaking") for repayment of their award of attorneys' fees and costs, approved by the Court.

WHEREAS, the Parties agree that this Undertaking is in the interests of all Parties and in service of judicial economy and efficiency.

NOW, THEREFORE, the undersigned Lead Class Counsel, on behalf of themselves as individuals and as agents of their law firm, hereby submit themselves and their respective law

firms to the jurisdiction of the Court for the purpose of enforcing the provisions of this Undertaking.

Capitalized terms used herein without definition shall have the meanings given to them in the Amended Settlement Agreement.

By receiving any payments pursuant to the Amended Settlement Agreement, the Law Firm and their shareholders, members, and/or partners submit to the jurisdiction of the Circuit Court of Cook County, Illinois for the enforcement of and any and all disputes relating to or arising out of the reimbursement obligation set forth herein and in the Amended Settlement Agreement.

In the event that the Final Judgment or any part of it is vacated, overturned, reversed, or rendered void as a result of an appeal, or the Amended Settlement Agreement is voided, rescinded, or otherwise terminated for any other reason, Lead Class Counsel shall, within thirty (30) days, repay to Defendant the full amount of the attorneys' fees and costs paid by Defendant to Lead Class Counsel, including any accrued interest.

In the event the attorneys' fees and costs awarded by the Court or any part of them are vacated, modified, reversed, or rendered void as a result of an appeal, Lead Class Counsel shall, within thirty (30) days, repay to Defendant the attorneys' fees and costs paid by Defendant to Lead Class Counsel in the amount vacated or modified, including any accrued interest.

This Undertaking and all obligations set forth herein shall expire upon finality of all direct appeals of the Final Judgment.

In the event Lead Class Counsel fail to repay to Defendant any of the attorneys' fees and costs that are owed to it pursuant to this Undertaking, the Court shall, upon application of Defendant, and notice to Lead Class Counsel, summarily issue orders, including but not limited

to judgments and attachment orders against Lead Class Counsel, and may make appropriate findings for sanctions for contempt of court.

Each of the undersigned stipulates, warrants, and represents that s/he has both actual and apparent authority to enter into this stipulation, agreement, and undertaking on behalf of their Law Firm.

This Undertaking may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signatures by facsimile or electronic signature shall be deemed the same as original signatures.

Under penalties as provided by law pursuant to Section 1-109 of the Illinois Code of Civil Procedure, the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that he verily believes the same to be true.

IT IS SO STIPULATED THROUGH COUNSEL OF RECORD:

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS]

Dated: _____, 2021

EDELSON PC

By: Jay Edelson, individually and
on behalf of Edelson PC

Attorneys for Plaintiffs and the Settlement Class

Dated: _____, 2021

SHOOK, HARDY & BACON LLP

By: Paul A. Williams

Attorney for Defendant