

**CIRCUIT COURT OF COOK COUNTY, ILLINOIS**

New Legal Notice of New Benefits in Amended Class Action Settlement - *1050 W. Columbia Condominium Association, et al. v. CSC ServiceWorks, Inc.*, Case No. 2019-CH-07319

**THIS IS A NEW NOTICE DESCRIBING NEW BENEFITS YOU MIGHT BE ENTITLED TO FROM AN AMENDED CLASS ACTION SETTLEMENT. THE SETTLEMENT INVOLVES CSC SERVICEWORKS, INC.'S DEDUCTION OF AN ADMINISTRATIVE FEE FROM YOUR LAUNDRY ROOM'S GROSS COLLECTIONS.**

*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 further 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, replaced, 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 beginning approximately 30 days after the Final Approval Hearing, discussed below.
- 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**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>SUBMIT A CLAIM FORM</b>	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.
<b>EXCLUDE YOURSELF</b>	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.
<b>OBJECT</b>	Write to the Court explaining why you don’t like the Amended Settlement.
<b>GO TO THE HEARING</b>	Ask to speak in Court about your opinion of the Amended Settlement.
<b>DO NOTHING</b>	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 further 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 is a member 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 October 25, 2021.

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.

**Administrative Fee 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, been replaced, or signed new leases and who submit a valid claim.

**Rate Freeze:** For those Settlement Class Members with renewed, replaced, 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 beginning approximately 30 days after the Final Approval Hearing, discussed below. 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 December 20, 2021.

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 October 25, 2021, 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 for each property that had an existing laundry lease agreement as of May 1, 2017, and that lease must not have been renewed, replaced, 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, replaced, 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 beginning approximately 30 days after the Final Approval Hearing, discussed below.

## 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 October 25, 2021. 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 “Case 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 December 6, 2021, 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, and 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 your exclusion request postmarked no later than December 20, 2021 to:

CSC Settlement Administrator  
P.O. Box 43501  
Providence, RI 02940-3501

**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, and 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 state 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 December 20, 2021.

Court	Class Counsel	CSC's Counsel	Settlement Administrator
The Hon. Sophia H. Hall Courtroom 2301 Daley Center 50 West Washington Street Chicago, IL 60602	Benjamin H. Richman Edelson PC 350 North LaSalle Street, 14th Floor Chicago, IL 60654	Paul Williams Shook, Hardy & Bacon LLP 1660 17th Street, Suite 450 Denver, CO 80202	CSC Settlement Administrator P.O. Box 43501 Providence, RI 02940-3501

**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 11:00 a.m. on **February 16, 2022** in Courtroom 2301, Daley Center, 50 West Washington Street, Chicago, IL 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 Approval 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 stating that it is your "Notice of Intent to Appear in Circuit Court of Cook County, 50 West Washington Street, Chicago, IL." It must include name/number of case, for processing 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 **December 20, 2021**, 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 available 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, IL 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.