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*.	Case No. 2019-CH-07319 Calendar 14 Honorable Sophia H. Hall

PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL
OF AMENDED CLASS ACTION SETTLEMENT

Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. ("Plaintiffs"), by and through their undersigned counsel, hereby respectfully request that the Court enter an Order granting preliminary approval of the Parties' proposed Amended Stipulation of Class Action Settlement (the "Amended Settlement") of this matter.[1] Plaintiffs' request is based upon this motion, the memorandum of points and authorities (and the appendices and exhibits attached thereto) filed in support of this motion, and the record in this matter, along with any oral argument that may be presented to the Court and evidence submitted in connection therewith at the hearing on this motion.

WHEREFORE, Plaintiffs, individually and on behalf of the proposed Settlement Class,

[1] A copy of the Parties' Amended Settlement is attached as Exhibit 1 to memorandum of law filed in support of this motion. Capitalized terms herein retain the meaning ascribed to them in the Amended Settlement.

respectfully request that the Court enter an Order (1) certifying the Settlement Class for settlement purposes, (2) naming Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as Class Representatives, (3) appointing Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC as Lead Class Counsel, and Michael R. Karnuth, and Edward M. Burnes as Class Counsel, (4) granting preliminary approval of the Amended Settlement, (5) appointing KCC Class Action Services as Settlement Administrator, (6) approving the proposed Supplemental Notice plan, (7) ordering the issuance of Notice, (8) scheduling the fairness hearing, and (9) providing such other and further relief as the Court deems reasonable and just.

Respectfully submitted,

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, RBB2, LLC, MJM VISIONS, LLC, and **KAY-KAY REALTY, CORP.**, individually and on behalf of a class of similarly situated individuals,

Dated: October 12, 2021

By: /s/ Benjamin H. Richman
One of Plaintiffs' attorneys

Jay Edelson
jedelson@edelson.com
Benjamin H. Richman
brichman@edelson.com
Michael W. Ovca
movca@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378
Firm ID: 62075

Michael R. Karnuth
karnuthlaw@gmail.com
LAW OFFICES OF MICHAEL R. KARNUTH
55 East Monroe St., Suite 3800
Chicago, Illinois 60603
Tel: 312.391.0203
Firm ID: 37692

Edward M. Burnes
edburnes@outlook.com
125 S. Wacker Dr., Suite 1380
Chicago, Illinois 60606
Tel: 312.419.1100
Firm ID: 54327

CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on October 12, 2021 at Chicago, Illinois, I filed this ***Plaintiffs' Motion for Preliminary Approval of Amended Class Action Settlement*** by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon the following persons using the Odyssey File & Serve Electronic Filing System:

Paul Williams
pwilliams@shb.com
Molly S. Carella
mcarella@shb.com
Riley Mendoza
rmendoza@shb.com
Shook, Hardy, and Bacon LLP

Carly B. Deutch
cdeutch@meyersroman.com
Ronald P. Friedberg
rfriedberg@meyersroman.com
Meyers, Roman, Friedberg & Lewis

Patrick J. Perotti
pperotti@dworkenlaw.com
Frank A. Bartela
fbartela@dworkenlaw.com
Dworken & Bernstein Co., L.P.A.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this certificate of service are true and correct.

/s/ Benjamin H. Richman

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
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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*.	Case No. 2019-CH-07319 Calendar 14 Honorable Sophia H. Hall

PLAINTIFFS' MEMORANDUM IN SUPPORT OF
PRELIMINARY APPROVAL OF AMENDED CLASS ACTION SETTLEMENT

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I. INTRODUCTION

Defendant CSC ServiceWorks, Inc. provides laundry machine equipment and services to landlords around the country. In 2017, CSC began collecting an "Administrative Fee," sparking a firestorm of litigation asserting that the Fee was not permitted by the laundry lease agreements. In November 2019, this Court preliminarily approved a proposed class action settlement that would have resolved all such litigation, including directing that notice be sent to the settlement class. Over the next year and half, the Parties appeared before the Court many times. During these appearances, the Court raised questions about a handful of key areas of the originally proposed settlement: how class members could calculate the financial impact on them of participating in the settlement, what they were giving up by participating, and whether there were ways to communicate this information even more clearly in the notice. The Parties appreciate the Court's efforts and have spent significant time and energy—including through weeks and multiple sessions of additional mediation with Judge Holderman—considering and attempting to amend the class settlement to address the questions the Court raised.

The result is an Amended Settlement that provides even stronger relief to Settlement Class Members than the original, and is presented with an eye toward making its terms even more clear, concise, and easily understood by all Settlement Class Members.[1] The primary changes are highlighted in the table below:

Original Settlement	Amended Settlement
Complex equation to estimate possible "Option 1" settlement payment if refund more than $100.	Every Settlement Class Member is entitled to half of the Administrative Fee they paid, regardless of amount.

[1] A copy of the Parties' Stipulation of Amended Class Action Settlement (the "Amended Settlement") is attached as Exhibit 1. Unless otherwise specified, all capitalized terms have the meaning ascribed to them in the Amended Settlement.

Different mutually exclusive options for relief presented complex business decisions for class members.	No competing options. Everyone who files a claim will get compensation (if they paid a Fee) and a Fee suspension and/or rate freeze.
No suspension of the Administrative Fee.	The Administrative Fee is suspended for claimants who haven't renewed or re-signed a lease after being notified of the Fee.
Different and higher (14.99% vs. 17.99%) Administrative Fee caps for different time periods depending on chosen option.	Everyone whose Fees aren't suspended gets their Administrative Fee rate frozen at 9.75% for two years.

In addition, the Amended Settlement notably still includes a waiver of CSC's alleged claims against the Settlement Class for outstanding debts and uncompensated expenses totaling nearly $200 million. All of these straightforward terms are even more plainly presented in the proposed revised notices that will be sent directly to Settlement Class Members with the assistance of a third-party claims administrator, KCC.

In short, the Parties have heard the Court's questions and concerns about the originally proposed settlement and believe they have addressed them in the Amended Settlement. Their proposed Amended Settlement provides even more relief and clearer notice than its predecessor and is an excellent result for the Settlement Class. The Court can comfortably and appropriately grant preliminarily approval and order Supplemental Notice be distributed to Settlement Class Members.

II. BACKGROUND

A. The Laundry Business, the Administrative Fee, and the Underlying Claims.

Plaintiffs and the Settlement Class are all landlords of multi-family properties such as condominiums, apartment buildings, colleges and university dormitories, and hotels. As a service to their tenants and to attract more tenants to their properties despite the lack of in-unit laundry, many landlords choose to offer communal laundry rooms. While some landlords purchase and maintain their own coin-operated washers and dryers, others choose to enter into contracts with

companies like CSC to provide that service for their buildings.

Under these agreements (called "leases"), the landlords provide the physical space in the building for the laundry room and provide the basic utilities (water, electric, and natural gas). CSC then prepares the space and purchases, delivers, and installs washers, dryers, and other equipment into the laundry rooms. CSC also develops, provides equipment and software for, and manages payment systems and technology for the residents to use with the machines (in addition to quarters and dollar bills, many machines operate with the tenant's bank card, a special laundry card that is swiped in the laundry room or at the laundry machines, or even a mobile phone app). CSC also provides the regular servicing and maintenance of the machines as well as signage with instructions on how to operate the equipment and use the payment systems.

In exchange for CSC providing and supporting the operation of the machines, CSC and the plaintiff landlords enter into contracts (often referred to as laundry "leases" or "lease agreements") to share the revenue (i.e., divvy up the quarters from the machines, or otherwise split up the funds collected electronically) and allocate the various operational costs and expenses. CSC collects the gross collections from the machines, deducts the shared expenses, and then pays a portion of the net revenue as "rent" to the landlord for the space. Rent payments include an accounting of the gross collections and expense deductions, and the payments are issued to the landlords by check or electronic deposit, at the landlords' option.

While all of CSC's leases with the landlords share this basic structure, they are not all exactly the same. As to the duration of the leases, many leases run between five and ten years and may also include an automatic renewal provision for the same or a shorter term. Some leases provide for a 50/50 split of the net revenue after expenses; others provide for different percentage shares. Some contracts have a "minimum base compensation" requirement that sets a

gross revenue threshold that must be satisfied before rent is due to the plaintiff landlords; others require the achievement of minimum revenue floors. For example, a 50/50 split of a laundry room's quarters would be divided like this:

$100 in quarters collected from machine split 50/50 =

$50 in quarters to CSC   $50 in quarters to landlord

Variations in the terms of shared expenses and fees also exist across the individual leases with the landlords, but *all leases allow CSC to charge some manner of fee on the gross revenue* generated by the laundry machines before the revenue is split with the landlord. For example, some allow for CSC to deduct "all applicable fees and/or taxes," while others allow CSC to "deduct from the base rent due hereunder the cost of smart cards, credit/debit card fees, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, **administrative fees**, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment." (*See* Group Exhibit 2 (examples of revenue-sharing provisions in laundry leases from around the country) (emphasis added).)

In May 2017 CSC instituted the at-issue Administrative Fee of 9.75% assessed on the gross revenue collected from each landlord's laundry room. It disclosed this Fee in a May 2017 letter sent to its customers and explaining its rationale for doing so. (*See* Exhibit 3.) CSC

determined that the fee was permissible under the plain terms of the leases (including under the examples noted above) and would appropriately include shareable expenses, such as the cost of collecting revenue, loss control, environmental fees, check charges, transportation surcharges, technology fees and customer support, which, in CSC's view, are necessary costs of providing laundry services and thus needed to generate the shared revenue from the laundry rooms. In addition, by applying a percentage fee across all accounts, rather than a flat dollar amount, for example, the shareable expenses were borne by each client in accordance with the revenue earned by each client's laundry operation, rather than by more inequitably assessing a greater portion of the expenses to any one landlord.

To carry on the illustration from above, here's how the Administrative Fee would be applied to gross collections, with both the plaintiff landlord and CSC "splitting" the payment of the Administrative Fee just as they would the revenue:[2]

$100 in quarters collected from machine x 10% Administrative Fee =
$10 in quarters to be deducted from gross collections

$10 Administrative Fee to be split 50/50:

$5 "paid" by CSC from its share 

 $5 in landlord's share paid to CSC

[2] For illustrative purposes only, a 10% Administrate Fee is used to simplify the math.

$90 to be split 50/50:

$45 in quarters to CSC   $45 in quarters to landlord

CSC gets $55 in total quarters (the $5 Administrative Fee it "pays" + $5 in Administrative Fees from the landlord + $45 in split revenue)

Landlord gets $45 in total quarters from the gross revenue after paying its $5 Administrative Fee

Landlords like Plaintiffs viewed the imposition of the new 9.75% fee differently. They looked at the revenue-sharing provisions of their lease agreements with CSC, and largely found that those provisions either did not expressly include the term "Administrative Fee" as an allowable deduction or that the items being shoehorned into that Fee weren't permitted shared expenses. (*See* FAC ¶¶ 20, 22–26; Group Exhibit 2.) What's more, the initiatives that the Administrative Fee ostensibly funded were either already being deducted from landlords' rent or were untethered to their specific properties. (*See* FAC ¶¶ 22–26.) Landlords, including Plaintiffs in this action, began filing lawsuits around the country, all asserting the same basic claim: that CSC's imposition of the Administrative Fee constituted a breach of their laundry lease agreements. (*See id.* ¶¶ 20, 22–26; Section II.B, *infra*.)

B. The Litigation Leading to the Amended Settlement.

When this action was filed in mid-2019, it was one of several asserted against CSC seeking to hold it to account for its collection of the Administrative Fee. Since mid-2017, when CSC first announced the Administrative Fee, there have been numerous individual actions and nearly a dozen class actions filed around the country. Of the putative class actions, all but those involving a single group of attorneys have been resolved separately or consolidated here to

effectuate a global settlement.[3] The procedural posture of this case and its predecessors, and the substantial work performed therein that formed the groundwork for the Amended Settlement, are summarized below, and explained thoroughly in Appendix A, and in the Declaration of Benjamin H. Richman (the "Richman Decl."), attached as Exhibit 4, and the Declaration of Michael Karnuth (the "Karnuth Decl."), attached as Exhibit 5. *Compare Lee v. Buth-Na-Bodhaige, Inc.*, 2019 IL App (5th) 180033, ¶ 25 (expressing concern that plaintiff failed to provide court considering settlement with information as to what occurred in predecessor actions).

Case	Summary of Litigation
1050 West Columbia Condominium Association v. CSC ServiceWorks, Inc., No. 2019-CH-07319 (Cook Cty. Ill. Cir. Ct.).	• Filed in mid-2019. • 1050 West and its counsel signed onto original and Amended Settlement after reviewing discovery and participating in finalization of both.
RBB2, LLC v. CSC ServiceWorks, Inc., No. 1:18-cv-00915 (E.D. Cal.).	• Filed in July 2018. • RBB2 defeated CSC's motion to dismiss and successfully obtained dismissal of counterclaims asserted against it. • Formal and informal discovery exchanged.
MJM Visions, LLC v. CSC ServiceWorks, Inc., No. 1:18-cv-04452 (E.D.N.Y.).	• Filed in August 2018. • Litigated motion to dismiss, which CSC won.
Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc., No. 2:17-cv-07464-JMA-AKT (E.D.N.Y.).	• Filed in December 2017.

[3] The single group of attorneys responsible for the only other putative class actions not consolidated here, *Summit Gardens Associates v. CSC ServiceWorks, Inc.*, No. 1:17-cv-2553-DCN (N.D. Ohio); *Orion Property Group LLC v. Mark Hjelle, et. al.*, No. 2:19-cv-00044 (E.D.N.Y); and *Hochman v. CSC ServiceWorks, Inc.*, 2:21-cv-03595-JS-JMW (E.D.N.Y.) were repeatedly invited to participate in both the finalization of the originally proposed settlement, as well as the mediation with Judge Holderman that led to the Amended Settlement but declined in each instance.

	• After initial exchange of leases, dismissed in order to discuss potential settlement.

C. Negotiations, Initial Settlement, and Amended Settlement.

In mid-2018, settlement discussions exploring the possibility of a global resolution for all Administrative Fee litigation began in earnest. (Richman Decl. ¶ 4.) To this point, CSC consistently had taken the position that it would only engage in settlement discussions to resolve individual claims against it, and that it had no interest in a class-wide settlement, much less a nationwide one. (*Id.*) This posture was reflected in CSC's litigation strategy: CSC attempted to resolve certain plaintiff's individual claims by issuing refunds to them and then claiming those refunds mooted the case. *See, e.g.*, *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 18-cv-0915, 2019 WL 1170484, at *7 (E.D. Cal. Mar. 13, 2019). In spite of CSC's stated views, proposed Class Counsel took the initiative to draft a settlement framework for a potential class-wide resolution, which it shared with CSC. (Richman Decl. ¶ 5.) After CSC reviewed this draft proposal, it began substantively engaging in global settlement discussions. (*Id.*) Proposed Class Counsel's initial proposal acted as the foundation of these discussions over the next several months. (*Id.*) As the Parties built upon this proposal, negotiations continued, and additional discovery was shared. (*Id.*)

This discovery was extensive and geared toward giving the Parties the critical information they needed to evaluate the strengths and weaknesses of their competing settlement views. (*Id.* ¶ 6.) This included data regarding the Settlement Class's size and composition; the amount CSC collected in Administrative Fees, including across various segments of the Settlement Class based on number of laundry machines and amount of gross revenue; thousands of leases CSC entered into with Settlement Class Members (and what those leases said regarding

Administrative Fees); and the payment systems that CSC used to calculate the deductions and process payments to the Settlement Class Members. (*Id.*) Technical specialists working with proposed Class Counsel investigated CSC's payment processing system to evaluate whether and how Settlement Class Members could be repaid a portion of the disputed Administrative Fee that CSC collected from them. (*Id.*) This discovery also involved the exploration of CSC's claims against Settlement Class Members; in particular, how CSC valued those claims, including those based on deficits owed from leases that required a minimum base compensation be paid, or on outstanding expenses that CSC claimed were owed by Settlement Class Members. (*Id.*; *see also* Declaration of Jay A. Epstein ("Epstein Decl."), attached as Exhibit 6.) As this discovery was taken, the Parties engaged in numerous in-person meetings between counsel for the Parties, and representatives from CSC's leadership team, as well as dozens of telephonic meetings to discuss various aspects of the evolving framework. (Richman Decl. ¶ 8.) After months more of back-and-forth negotiations, the Parties reached a tentative agreement on the overall structure of a class-wide settlement, but were not able to agree on certain key details, and could not sign off on any binding agreement. (*Id.*)

Having moved as far along in the process as they could on their own, the Parties engaged a respected third-party neutral, Hon. James F. Holderman (Ret.) of JAMS Chicago and formerly Chief Judge of the United States District Court for the Northern District of Illinois, to assist them. (*Id.* ¶ 9; Declaration of Hon. James F. Holderman (Ret.) ("Holderman Decl."), attached as Exhibit 7, ¶¶ 3–4.) The Parties scheduled a private mediation session with Judge Holderman, and in advance provided a significant amount of information for him to review, including pleadings, briefing, docket sheets, and court orders from the actions listed above. (Richman Decl. ¶ 9; Holderman Decl. ¶¶ 8–10.) The Parties also shared with Judge Holderman a draft term sheet that

included the Parties' points of agreement and disagreement. (Richman Decl. ¶ 9; Holderman Decl. ¶ 11.) One specific open item was the jurisdiction in which any potential settlement would be effectuated. (Richman Decl. ¶ 9; Holderman Decl. ¶ 11.) Counsel for the Parties, both as a group and individually, then participated in several conference calls with Judge Holderman to discuss all of these materials in advance of the mediation. (Richman Decl. ¶ 9; Holderman Decl. ¶¶ 9–11.) Overall, this material afforded Judge Holderman an understanding of the case's underlying facts, the claims and counterclaims in dispute, and the Parties' positions surrounding them. (Holderman Decl. ¶ 9.)

On July 10, 2019, the Parties met for an in-person mediation session with Judge Holderman. (Richman Decl. ¶ 10; Holderman Decl. ¶¶ 12–13.) Throughout the course of the day, the Parties met with Judge Holderman both as a caucus and individually. (Richman Decl. ¶ 10; Holderman Decl. ¶ 12.) This allowed Judge Holderman to acquire an even deeper understanding of how the Parties viewed the strengths and weaknesses of their case, the possible value of the claims at issue, and how any possible settlement might be reached. (*See* Holderman Decl. ¶¶ 13–14.) By the conclusion of the in-person mediation session, the Parties ultimately reached agreement on a binding term sheet that contained the material points forming the basis of the settlement that would later be reached. (Richman Decl. ¶ 10; Holderman Decl. ¶ 16.) Even so, negotiations continued for months afterward, as the Parties worked to finalize outstanding terms, and these continued negotiations involved Judge Holderman at many points. (Richman Decl. ¶ 10; Holderman Decl. ¶ 16.)

In the course of their finalization, counsel from Edelson PC reached out to other counsel involved in Administrative Fee related litigation to inform them that a potential resolution had been reached that would resolve their cases, and to invite them to participate. (Richman Decl. ¶

11.) This was something that counsel for the Parties had discussed at the mediation. (*Id.*; Holderman Decl. ¶ 15.) In particular, after the mediation, counsel from Edelson reached out to Mr. Michael Karnuth and Mr. Edward Burnes, whom they understood were representing 1050 West. (Richman Decl. ¶ 11.) 1050 West and its counsel were provided information underlying the settlement proposal, including key formal discovery from the *RBB2* action, and preliminary drafts of the agreement. (Richman Decl. ¶ 11; Karnuth Decl. ¶ 5.) 1050 West's counsel then took an active role in finalizing the initially proposed settlement, proposing edits and adding valuable suggestions on how to improve it. (Richman Decl. ¶ 11; Karnuth Decl. ¶ 5.) They ultimately decided to join that iteration of the settlement. (Richman Decl. ¶ 11; Karnuth Decl. ¶ 6.)

As part of resolving the several class actions pending against CSC, the Parties needed to choose in which case the settlement would be presented. Through the negotiations between the Parties and Judge Holderman, it was agreed that the settlement would move forward in Cook County. (Richman Decl. ¶ 11.) There were a number of factors that went into this decision, including access to a sophisticated judiciary well versed in overseeing and considering class action settlements, the comparative caseloads of the possible fora in which settlement could be effectuated, the caseloads of the appellate courts in those fora, and the convenience of the Parties. (*Id.*) For example, the *RBB2* court specifically noted that it was carrying the busiest docket in the nation. *See RBB2*, 2019 WL 1170484, at *1 ("Judges in the Eastern District of California carry the heaviest caseloads in the nation, and this Court is unable to devote inordinate time and resources to individual cases and matters."). The *RBB2* court bluntly told the litigants that it had an "inability to accommodate the Parties and this action." *Id.* After 1050 West decided to join the then-proposed settlement, 1050 West moved to amend the complaint here to add RBB2, MJM Visions, and Kay-Kay as named Plaintiffs. Shortly thereafter, the Plaintiffs moved

for preliminary approval of the initially proposed settlement.

The Court granted preliminary approval to the original settlement on November 22, 2019. (*See* Nov. 22, 2019 Preliminary Approval Order.) Proposed Class Counsel then complied with the terms of the original settlement, sending out notice, communicating with class members about it, preparing and filing their final approval papers, and defending the settlement from attack by objectors. (Richman Decl. ¶ 13.) Over the course of the next year and half, the Court held a number of interim hearings in which it asked about various aspects of the initial settlement, and expressed concern that class members might not be able to easily calculate the financial impact of the settlement on them if they chose to participate in it, including what they might be giving up by participating (or not) in the settlement, and whether they might be confused by the options in relief that were being presented to them in the settlement. (*Id.* ¶ 14.)

The Parties listened to these questions and were determined to explore ways to improve upon the original settlement to allay any of the Court's concerns. (Richman Decl. ¶ 14; Karnuth Decl. ¶ 7.) Thus, the Parties returned to negotiations with the goal of creating a simpler, clearer settlement that added more relief, removed any potentially complicated equations, eliminated the "elections" and different "options," and otherwise clarified the notice to explain more plainly what class members stood to gain and to give up through the settlement. (Richman Decl. ¶ 14; Karnuth Decl. ¶ 7.) Once again, the Parties enlisted the help of Judge Holderman, who was instrumental in reaching the originally proposed settlement, to assist them in improving the settlement to address the areas the Court had identified. (Richman Decl. ¶ 15; Karnuth Decl. ¶ 7.) While Judge Holderman was familiar with the facts of the case from his prior involvement, the Parties nevertheless held conference calls with him and sent him transcripts of the hearings that had transpired over the last year, to bring him up to date on the current posture of the case,

including discussing with him the questions that the Court raised regarding the initial settlement. (Richman Decl. ¶ 15; Holderman Decl. ¶¶ 17–18.) They also shared with Judge Holderman draft edits to the settlement, including points of agreement and disagreement on how the settlement could be best updated. (Richman Decl. ¶ 15; Holderman Decl. ¶ 18.)

After this information was shared, counsel for the Parties, as well as a representative from CSC, met for two Zoom mediations with Judge Holderman. (Richman Decl. ¶ 16; Holderman Decl. ¶¶ 18–21.) The first took place on August 25, 2021, and the other took place on September 16, 2021. (Richman Decl. ¶ 16; Holderman Decl. ¶¶ 19–21.) During these mediations, and as with the initial mediation, Judge Holderman conducted shuttle diplomacy, moving between the Parties as well as hosting various caucus sessions. (Richman Decl. ¶ 16; Holderman Decl. ¶ 19–21.) The Parties put forward competing proposals about how to amend the settlement, working through the feasibility of each with Judge Holderman. (Richman Decl. ¶ 16; Holderman Decl. ¶ 19.) At the end of the August 25th session, CSC committed to look into the feasibility of Plaintiffs' proposal to commit to settlement payments amounting to half of any given lessor's share of the Administrative Fee, and to stop charging the Administrative Fee on any leases existing in May 2017 that were still in effect. (Richman Decl. ¶ 16; Holderman Decl. ¶ 19.) In between the mediation sessions, counsel for the Parties continued to explore the contours of this proposal, which CSC eventually agreed to in principle. (Richman Decl. ¶ 16.) The Parties informed Judge Holderman of this development, but nevertheless requested to meet for a second mediation session on September 16th to discuss how to most clearly present the amended settlement relief to the settlement class members. (Richman Decl. ¶ 16; Holderman Decl. ¶ 20.) Thus, at the September 16th mediation session, Judge Holderman worked with the Parties as they drafted language that clearly and concisely captures the benefits of the amended settlement.

(Richman Decl. ¶ 16; Holderman Decl. ¶ 20.)

Following these mediation sessions, the Parties spent the next few weeks reviewing and finalizing the proposed documents that would later become the Amended Settlement. (Richman Decl. ¶ 17.) As with the initial settlement, 1050 West and its counsel provided critical assistance in finalizing the Amended Settlement, reviewing and editing the draft documents, working to ensure the Court's concerns were adequately addressed, and that all of the concessions that CSC could make were, in fact, made. (Richman Decl. ¶ 17; Karnuth Decl. ¶¶ 8–9.)

III. TERMS OF THE AMENDED SETTLEMENT

The table below briefly summarizes the key terms in the Parties' Stipulation of Amended Class Action Settlement and the differences from the original settlement, all of which are more fully described in Appendix B.

Settlement Term	Definition	Differences Between Original and Amended Settlement
Class Definition (Amended Settlement § 1.27)	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.	• Same class definition as original settlement.
Settlement Payments (*Id.* § 2.1.)	Check for 50% of Settlement Class Member's share of Administrative Fee paid with valid Claim Form.	• No equations to estimate possible payment. • No *de minimis* threshold. • No refunds paid out over time, check immediately.
Suspension of Administrative Fee (*Id.* § 2.2.)	Suspension of the Administrative Fee on any lease originally in effect on May 1, 2017 with valid Claim Form.	• New and additional relief in Amended Settlement.
Rate Freeze (*Id.* § 2.3.)	Every Settlement Class Member entitled to Administrative Fee rate freeze of 2 years at 9.75%, no Claim Form required.	• No competing options to pick from.

		• Lower rate (versus 14.99% or 17.99%) for all.
Forgiveness of Outstanding Debts (*Id.* §§ 2.5, 3.)	Forgiveness of $200 million in uncompensated expenses and other alleged deficits.	• Same relief.
Future Administrative Fee Disclosures (*Id.* § 2.4.)	CSC must disclose the existence, application, and rate of the Administrative Fee in all new CSC contracts or contract addendums or amendments in the future.	• Same relief.
Settlement Administration and Costs (*Id.* §§ 1.25, 1.26.)	KCC proposed to oversee administration of Amended Settlement, Supplemental Notice costs paid separately.	• KCC involvement newly added. • Costs still paid separately from relief to Settlement Class Members.
Payment of Attorneys' Fees, Costs, and Incentive Awards (*Id.* §§ 8.1, 8.2.)	CSC agrees to pay reasonable attorneys' fees, costs, and incentive awards, as approved by the Court, separately from relief to Settlement Class Members. Proposed Class Counsel will not ask for more than $8 million in fees and $5,000 for each Plaintiff as an incentive award.	• Class Counsel and Representatives are seeking the same amounts notwithstanding the increased settlement benefits.
Mutual Releases of Liability (*Id.* § 3.)	Settlement Class Members release CSC from all claims relating to Administrative Fee; CSC releases Settlement Class Members from $200 million in uncompensated expenses and minimum base compensation deficits.	• Same as original settlement.

IV. THE PROPOSED SETTLEMENT CLASS SHOULD BE CERTIFIED FOR SETTLEMENT PURPOSES

Before granting preliminary approval of the proposed Amended Settlement, the Court must determine that the proposed settlement class is appropriate for certification. *See Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 620 (1997). A party seeking class certification must demonstrate that the proposed settlement class satisfies the factors enumerated in 735 ILCS 5/2-801 by showing that (1) the class is so numerous that joinder of all members is impracticable,

(2) common questions of law or fact predominate over any questions affecting only individual interests of the class members, (3) the representative parties fairly and adequately protect the interests of the class, and (4) class treatment is an appropriate method for the fair and efficient adjudication of the controversy. 735 ILCS 5/2-801; *see Cruz v. Unilock Chicago, Inc.*, 383 Ill. App. 3d 752, 760–61 (2d Dist. 2008). When determining whether a settlement class should be certified, courts accept the allegations in the operative complaint as true. *Ramirez v. Midway Moving & Storage, Inc.*, 378 Ill. App. 3d 51, 53 (1st Dist. 2007). Although not identical, Section 2-801 is modeled on Federal Rule of Civil Procedure 23, and federal cases interpreting that rule are persuasive authority in Illinois. *Avery v. State Farm Mut. Auto. Ins. Co.*, 216 Ill. 2d 100, 125 (2005) (citations omitted).

As explained below, the proposed nationwide Settlement Class satisfies each of the Section 2-801 prerequisites and can appropriately be certified for settlement purposes.

A. Nationwide Settlement Classes Are Permitted and Regularly Certified in Illinois, as the Court Recognized in Certifying the Original Settlement Class.

As an initial matter, the Court should be confident that—as it did in connection with the initially proposed settlement—it can certify a nationwide settlement class like the Settlement Class proposed here.[4]

In this negotiated resolution, CSC is *not* making an argument that it has not had the required minimum contacts with Illinois such that the Court cannot force it to submit to the state's jurisdiction. *Bristol-Myers Squibb Co. v. Superior Court of California, San Francisco Cnty.*, 137 S. Ct. 1773, 1780, 1783 (2017); *accord Rios v. Bayer Corp.*, 2020 IL 125020, ¶ 18. It has waived that argument for the express purpose of effectuating the Amended Settlement. *See*

[4] Proposed Class Counsel extensively briefed this issue in their November 24, 2020 and February 10, 2021 submissions but nevertheless reiterate this point for the Court's benefit.

People v. Matthews, 2016 IL 118114, ¶ 18 (recognizing the argument of lack of "[p]ersonal jurisdiction, unlike subject-matter jurisdiction, can be waived."); *McIntyre Mach., Ltd. v. Nicastro*, 564 U.S. 873, 880 (2011) ("A person may submit to a State's authority in a number of ways. There is, of course, explicit consent."). Thus, no personal jurisdiction arguments can be asserted here to preclude certification for purposes of the class settlement.

Nor do Due Process concerns prevent the certification of the nationwide Settlement Class. The Supreme Court has held that an out-of-state class member's Due Process rights are adequately protected in connection with a class action as long as they are given the chance to be heard (i.e., object) or opt out of the action. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 811–12 (1985). That is exactly what the Amended Settlement here provides, an opportunity for Settlement Class Members to lodge objections, to appear at the Final Fairness Hearing, or to opt out of the Amended Settlement. And the Notice documents are drafted to direct Settlement Class Members on how to take these steps in plain, easy-to-understand terms.

There is also no requirement to appoint fifty individual class representatives, one associated with each state, lest the Court lack jurisdiction. This standing argument—when asserted—is a red herring. "[I]ssues of standing … do not implicate [the Court's] subject matter jurisdiction." *Lebron v. Gottlieb Mem'l Hosp.*, 237 Ill. 2d 217, 252 (2010). And in any event, the "Illinois Supreme Court has stated that the 'lack of standing in a civil case is an affirmative defense, which will be waived if not raised in a timely fashion in the trial court.'" *Mareskas-Palcek v. Schwartz, Wolf & Bernstein, LLP*, 2017 IL App (1st) 162746, ¶ 31 (quoting *Greer v. Illinois Hous. Dev. Auth.*, 122 Ill. 2d 462, 508 (1988)). CSC is not asserting such a defense here.

Finally, in light of the Amended Settlement, the Court need not engage with choice-of-law analyses comparing contract laws or defenses to those claims from across the fifty states.

That is because "concerns regarding variations in state law largely dissipate when a court is considering the certification of a settlement class." *Sullivan v. DB Invs., Inc.*, 667 F.3d 273, 297 (3d Cir. 2011) (en banc); *see also In re Hyundai & Kia Fuel Econ. Litig.*, 926 F.3d 539, 563 (9th Cir. 2019) (en banc); *Keil v. Lopez*, 862 F.3d 685, 700 (8th Cir. 2017) ("None of the decisions that [the objector] cites stand for the proposition that settlement agreements *must* account for differences in state law—each one simply approved such an agreement negotiated by the parties … [T]he fact that the settlement agreement did not account for differences in state laws does not render it unfair."); *Brown v. Wells Fargo Bank, N.A.*, 25 F. Supp. 3d 144, 151 (D.D.C. 2014) ("[T]o deny a nationwide class action settlement the ability to release related state law claims, even on behalf of those class members not residing in the states with a named plaintiff, could undermine the efficiency of class actions.").

While these issues might be relevant to resolving nationwide class certification on an adversarial basis, they have no relevance to assessing certification of a nationwide *settlement* class. That's why nationwide settlement classes are routinely certified in Cook County courts. *See, e.g.*, *McCormick v. DeVry Univ., Inc. et al.*, No. 18 CH 04872, Final Approval Order (Cir. Ct. Cook Cnty., Ill. Oct. 8, 2020) (Mullen, J.) (finally approving class action settlement with nationwide class); *Joseph v. Monster, Inc.*, No. 15 CH 13991, 2019 WL 4178607, at *3 (Cir. Ct. Cook Cnty., Ill. June 5, 2019) (Valderrama, J.) (finally approving nationwide settlement over objection of intervenor that argued nationwide class indicated collusion). Just as the Court certified the same proposed nationwide settlement class in connection with the initially proposed settlement in this matter, (*see* Nov. 22, 2019 Preliminary Approval Order), it can certify the same nationwide Settlement Class proposed in the Amended Settlement.

B. The Numerosity Requirement Is Satisfied.

Turning to the requirements of Section 2-801, its first prerequisite—numerosity—is satisfied where the class is so numerous that joinder of all members is "impracticable," *Bueker v. Madison Cnty*., 2016 IL App (5th) 150282, ¶ 23, and attempting to do so would "render the suit unmanageable[,]" *Gordon v. Boden,* 224 Ill. App. 3d 195, 200 (1st Dist. 1991). While there is no magic number at which joinder becomes unmanageable, courts have typically found that numerosity is satisfied when the class comprises 40 or more people. *Wood River Area Dev. Corp. v. Germania Fed. Sav. & Loan Ass'n,* 198 Ill. App. 3d 445, 450 (5th Dist. 1990).

Here, the Settlement Class readily satisfies the numerosity requirement, involving approximately 85,000 leases and 70,000 landlords from around the country. *See Cruz*, 383 Ill. App. 3d at 771 (finding that a proposed class of nearly 200 plaintiffs was sufficiently numerous to proceed as a class action); *see also Tassan v. United Dev. Co.*, 88 Ill. App. 3d 581, 594 (1st Dist. 1980) (finding more than 150 potential claimants would satisfy numerosity).

C. Common Issues of Fact and Law Predominate.

The second requirement for class certification asks whether "questions of fact or law common to the class . . . predominate over any questions affecting only individual members." 735 ILCS 5/2-801(2). To that end, a plaintiff must demonstrate that "successful adjudication of the purported class representative[']s individual claims will establish a right of recovery in other class members." *Ramirez*, 378 Ill. App. 3d at 54 (quoting *Hall v. Sprint Spectrum, L.P.*, 376 Ill. App. 3d 822, 830–32 (5th Dist. 2007)). Common questions typically predominate when a defendant has engaged in standardized conduct toward members of the proposed class. *See Miner v. Gillette Co.*, 87 Ill. 2d 7, 17 (1981); *McCarthy v. LaSalle Nat'l Bank & Trust Co.*, 230 Ill. App. 3d 628, 634 (1st Dist. 1992).

Here, there is no serious question that common issues of law and fact predominate. Plaintiffs' and the proposed Settlement Class's claims are based upon the same common contention and course of conduct by CSC: that it breached the Parties' laundry lease agreements by implementing and collecting the Administrative Fee. (*See* FAC ¶ 57.) This contention raises several issues of law and fact common to the Settlement Class, namely: (1) whether the laundry lease agreements between the Parties were valid and enforceable contracts; (2) whether the Administrative Fees paid for services in connection with the Settlement Class Members' respective properties and their leases with CSC; (3) whether the Parties' lease agreements allowed for CSC to deduct the Administrative Fee or, alternatively, doing so breached the agreements; and (4) whether Plaintiffs and the Settlement Class Members suffered damages as a result of CSC's breach. (*Id.*)

D. The Adequacy Requirement Is Satisfied.

The third prerequisite for certification is that "[t]he representative parties will fairly and adequately protect the interest[s] of the class." 735 ILCS 5/2-801(3). This "ensure[s] that all class members will receive proper and efficient protection of their interests in the proceedings." *Ramirez v. Smart Corp.*, 371 Ill. App. 3d 797, 810 (3d Dist. 2007). To adequately represent a class, a proposed class representative must (1) be a member of the class and (2) establish that she is not seeking relief potentially antagonistic to the absent class members. *Id*. Doing so demonstrates that the action is not "collusive" or "friendly." *Steinberg v. Chicago Med. Sch.*, 69 Ill. 2d 320, 339 (1977). Attorneys seeking to represent the proposed class must also be adequate. *Id.* Counsel are deemed adequate if they are "qualified, experienced and generally able to conduct the proposed litigation." *Id.* Notably, that a firm has been found to be adequate class counsel in numerous other cases is "persuasive evidence" that they will be adequate again.

Gomez v. Illinois State Bd. of Educ., 117 F.R.D. 394, 401 (N.D. Ill. 1987); *see Matthews v. United Retail, Inc.*, 248 F.R.D. 210, 215 (N.D. Ill. 2008) ("[E]xperience as class counsel in similar cases weighs in favor of finding that class counsel here is adequately competent and experienced.").

Here, both Plaintiffs and proposed Class Counsel will adequately represent the Settlement Class. In this case, all Plaintiffs are Members of the proposed Settlement Class because—like each and every one of the other Settlement Class Members—they claim that CSC breached their laundry lease agreements by imposing the Administrative Fee. (FAC ¶¶ 57–59.) Because Plaintiffs suffered the same alleged injury as every other Settlement Class Member, their interests in redressing CSC's alleged breaches of its laundry lease agreements are identical to the interests of all other Settlement Class Members. *See Shurland v. Bacci Café & Pizzeria on Ogden, Inc.*, 259 F.R.D. 151, 159 (N.D. Ill. 2009) (granting class certification where "Plaintiff's proposed class consists of individuals who were all subjected to the same conduct, and each representative's claim would be based on the same legal theory and governed by the same law."). Thus, Plaintiffs do not have any interests antagonistic to those of the proposed Settlement Class; Plaintiffs' interests are entirely representative of and consistent with the interests of the Settlement Class.

Edelson is a national leader in high-stakes plaintiff's work ranging from class and mass actions to public client investigations and prosecutions. The firm holds records for the largest jury verdict in a privacy case ($925 million), the largest consumer privacy settlement ($650 million), and the largest TCPA settlement ($76 million). Edelson's class actions brought against the national banks in the wake of the housing collapse restored over $5 billion in home equity credit lines. Edelson served as counsel to a member of the 11-person Tort Claimant's Committee

in the PG&E Bankruptcy, resulting in an historic $13.5 billion settlement. Edelson is co-lead counsel in the NCAA personal injury concussion cases, leading an MDL involving over 400 class action lawsuits. And Edelson is representing, or has represented, regulators in cases involving the deceptive marketing of opioids, environmental cases, and privacy cases against Facebook, Uber, Google and others. Since 2019 alone, Edelson has been lead counsel in cases collectively resulting in settlements or verdicts exceeding $2 billion, including the $650 million settlement with Facebook. *In re Facebook Biometric Information Privacy Litig.*, 522 F. Supp. 3d 617, 634 (N.D. Cal. 2021).

Law360 has called the firm a "Titan of the Plaintiffs Bar[,]" a "Plaintiffs class action powerhouse[,]"and a "privacy litigation heavyweight[.]" In 2019, Edelson was recognized for the third consecutive year as an "Illinois Powerhouse[,]"alongside Kirkland & Ellis, Dentons, Schiff Hardin, and Swanson Martin; Edelson was the only plaintiffs' firm, and the only firm with less than a hundred lawyers, recognized. Edelson was a "Class Action Group of the Year" in 2019 and 2020, too.[5] Further, as relates to this case, proposed Class Counsel have diligently investigated, prosecuted, and dedicated substantial resources to the claims at issue in this case, and will continue to do so throughout its pendency. (Richman Decl. ¶ 19.)

Additional proposed Class Counsel Michael R. Karnuth and Edward M. Burnes also have

[5] Allison Grande, *Titan Of The Plaintiffs Bar: Jay Edelson*, Law360, www.law360.com/articles/581584/titan-of-the-plaintiffs-bar-jay-edelson; Allison Grande, *Privacy Class Action Growth Fuels New California Gold* Rush, Law360, www.law360.com/articles/723888/privacy-class-action-growth-fuels-new-california-gold-rush; Allison Grande, *Plaintiffs Firm Edelson Brings Privacy Prowess To SF*, Law360, www.law360.com/articles/722636/plaintiffs-firm-edelson-brings-privacy-prowess-to-sf; Lauraann Wood, *Illinois Powerhouse: Edelson*, Law360, www.law360.com/articles/1193728/illinois-powerhouse-edelson; Joyce Hanson, *Cybersecurity & Privacy Group of the Year: Edelson*, Law 360, https://www.law360.com/articles/1117055/cybersecurity-privacy-group-of-the-year-edelson; *Law360 Names Practice Groups Of The Year 2019*, Law360, www.law360.com/articles/1228868; *Law360 Names Practice Groups Of The Year 2020*, Law360, www.law360.com/articles/1327476/law360-names-practice-groups-of-the-year.

extensive experience litigating complex class action cases. Mr. Karnuth has litigated numerous class cases in federal and state courts throughout the country for the past twenty years. *See, e.g.*, *HBLC, Inc. v. Egan*, 2016 IL App (1st) 143922 (obtaining reversal of dismissal of FDCPA claims raised against creditors suing on time barred debts, and later obtaining class settlement). In *In re DVI, Inc. Securities Litigation*, Mr. Karnuth was lead counsel in a complex securities class action brought on behalf of common stockholders and noteholders against twenty different defendants in which he achieved numerous favorable outcomes: an important ruling from the Third Circuit Court of Appeals upholding class certification, which Mr. Karnuth argued, *see* 249 F.R.D. 196 (E.D. Pa. 2008), *aff'd* 639 F.3d 623 (3d Cir. 2011), *petition for rehearing and en banc denied* (June 24, 2011), multiple decisions denying Defendants' motions for summary judgment, 2010 WL 3522090 (E.D. Pa. Sept. 3, 2010), and ultimately recovering over $23 million for the classes. Mr. Karnuth also successfully litigated claims on behalf of federal employees covered under a FEHBA-insured health plan, obtaining favorable decisions by the trial court, Seventh Circuit Court of Appeals, and U.S. Supreme Court in the case, and securing significant relief for class members. *See Empire Healthchoice Assur. Inc. v. McVeigh*, 547 U.S. 677 (2006); *Cruz v. Blue Cross and Blue Shield of Illinois*, 548 U.S. 901 (2006); *Blue Cross Blue Shield of Illinois v. Cruz*, 495 F.3d 510 (7th Cir. 2007).

Mr. Burnes, an attorney with forty-three years of experience litigating complex cases, has successfully worked with Mr. Karnuth on several class cases, obtaining favorable rulings and recoveries for class members. In *Brannan v. Health Care Service Corp.*, No. 00 C 6884 (N.D. Ill.), *Coughlin v. Health Care Service Corp.*, No. 02 C 0053 (N.D. Ill.) and *Doyle, et al. v. Blue Cross Blue Shield of Illinois*, No. 00 CH 14182 (Cir. Ct. Cook Cnty., Ill.), they worked together to achieve a $6.95 million settlement, plus prospective relief valued at several million more, for a

class of insureds damaged by Blue Cross's alleged practice of seeking reimbursement of medical liens for amounts greater than what they actually paid health providers. *See also Health Cost Controls v. Sevilla*, No. 94 M2 1217 (Cir. Ct. Cook Cnty., Ill.) (recovering losses from counter-defendants' refusal to reduce health care liens pursuant to Illinois' common fund doctrine); *Health Cost Controls v. Sevilla*, 365 Ill. App. 3d 795 (1st Dist. 2006) (reversing class certification denial); and *Primax Recoveries, Inc. v. Sevilla*, 324 F.3d 544 (7th Cir. 2003) (dismissing HCC's successor's federal retaliation lawsuit).

Accordingly, because Plaintiffs will fairly and adequately protect the interests of the class, and because they and the Settlement Class are amply represented by qualified counsel, the adequacy requirement is satisfied.

E. The Appropriateness Requirement Is Satisfied.

The final requirement for class certification is that a "class action is an appropriate method for the fair and efficient adjudication of the controversy." 735 ILCS 5/2-801(4). In making that determination, courts consider "whether a class action can best secure economies of time, effort, and expense or accomplish the other ends of equity and justice that class actions seek to obtain." *Ramirez*, 378 Ill. App. 3d at 56. Importantly, "[w]here the first three requirements for class certification have been satisfied, the fourth requirement may be considered fulfilled as well." *Id.*

Here, a class action is the most appropriate method of resolving this controversy because it allows the Court to swiftly evaluate common issues surrounding CSC's alleged breach of its contracts with the Settlement Class Members, generating a uniform result that will apply to all similarly situated persons. *Suchanek v. Sturm Foods, Inc.*, 764 F.3d 750, 759 (7th Cir. 2014) (stating that "promot[ing] uniformity of decision as to persons similarly situated" is a goal of

class actions) (quoting *Amchem Prods.*, 521 U.S. at 615). A class action is also appropriate here because it allows the thousands of Settlement Class Members to aggregate relatively modest individual claims. By comparison, the cost of litigating these contract claims on an individual basis—including the cost of discovery, motion practice, trial, and any appeals—would be prohibitively expensive. This is particularly true given the relatively small sums that CSC allegedly took from Settlement Class Members.

Finally, individual claims would clog the courts with an influx of separate—but otherwise identical—actions that would require needless duplication of effort, further delaying the possibility of relief and undermining Section 5/2-801's judicial efficiency goals. *See Cruz*, 383 Ill. App. 3d at 780; *see also CE Design Ltd. v. C & T Pizza, Inc.*, 2015 IL App (1st) 131465, ¶ 28 ("There is no doubt that certifying the class in this case, where there are potentially thousands of claimants, is an efficient and economical way to proceed and will prevent multiple suits and inconsistent judgments."). Indeed, prior to the settlement, courts across the country were overburdened with Administrative Fee-related litigation, to the extent that the court overseeing the *RBB2* action explicitly advised the litigants of its "inability" to deal with that case. *RBB2*, 2019 WL 1170484, at *1. The aim in consolidation here was to most efficiently resolve all such litigation on a global scale through the Amended Settlement in one forum.

Because the requirements of Section 2-801 are satisfied, the Court should once again find that the proposed Settlement Class should be certified for settlement purposes.

V. THE AMENDED SETTLEMENT WARRANTS PRELIMINARY APPROVAL

Proposed class action settlements are reviewed in a well-established three-step process. 4 NEWBERG ON CLASS ACTIONS § 13:10 (5th ed. 2011). During the first step—a preliminary, pre-notification hearing—the Court assesses whether the proposed settlement falls "within the range

of possible approval," and determines whether to notify the class members of the proposed settlement and to proceed with a fairness hearing. *Id.* (quoting *Manual for Complex Litigation* (Third) § 30.41 (1995)); *see also Steinberg v. Sys. Software Assoc., Inc.*, 306 Ill. App. 3d 157, 169 (1st Dist. 1999). This preliminary approval process allows for an initial evaluation of the proposed settlement's fairness, relying on written submissions and informal presentations from the settling parties, but withholds stricter review until the final fairness hearing. *See Manual for Complex Litigation* (Fourth) § 21.632 (2004); *see also, e.g.*, *Rosen v. Ingersoll-Rand Co.*, 372 Ill. App. 3d 440, 454–55 (1st Dist. 2007). Once the Court finds that a proposed settlement falls "within the range of possible approval," notice is sent to the Settlement Class in the second step.

Following notice comes the third step in the review process: the final fairness hearing. 4 NEWBERG ON CLASS ACTIONS § 13.10. "[R]eview of class action settlements necessarily proceeds on a case-by-case basis." *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 493 (1st Dist. 1992). Nevertheless, certain factors are recognized as relevant to determining whether a settlement is fair, reasonable, and adequate at the outset, including: (1) the strength of the case, compared to the relief offered in settlement; (2) the defendant's ability to pay;[6] (3) the complexity, length, and expense of further litigation; (4) the amount of opposition to the settlement; (5) the presence of collusion in reaching a settlement; (6) the reaction of class members to the settlement; (7) the opinion of competent counsel; and (8) the stage of proceedings and the amount of discovery completed. *Id.* (citing *City of Chicago v. Korshak*, 206 Ill. App. 3d 968, 971–72 (1st Dist. 1991)); *Lee*, 2019 IL App (5th) 180033, ¶ 56 (adopting

[6] CSC has represented that it will be able to fully meet its obligations under the Settlement should the Court grant preliminary approval. (Richman Decl. ¶ 23.)

Korshak in setting out requirements for approval of class action settlements).[7] Here, each relevant factor favors preliminary approval. Thus, the Court can appropriately find the Amended Settlement well within the range of possible approval, grant it preliminary approval, and order that notice be disseminated to the Settlement Class.

A. The Strength of Plaintiffs' Case Compared with the Relief Afforded Under the Settlement Supports Granting Preliminary Approval.

"The strength of plaintiff's case on the merits balanced against the settlement amount is the most important factor in determining whether a settlement should be approved." *Steinberg*, 306 Ill. App. 3d at 170; *Lee*, 2019 IL App (5th) 180033, ¶ 56 (noting that courts should consider "the strength of plaintiffs' case balanced against the money and relief offered in the settlement"). Here, although Plaintiffs are confident that they ultimately would have prevailed had this matter and those like them continued in litigation, there were significant obstacles to doing so. In light of those obstacles, the substantial relief available to Settlement Class Members, including monetary relief—50% of the total possible recovery at trial—and prospective relief—suspension of the Administrative Fee, rate freeze, and express disclosures regarding the Fee—are remarkable. This factor thus weighs strongly in favor of preliminary approval.

1. The relief the Amended Settlement provides is exceptional.

The Amended Settlement secures valuable monetary and prospective relief, as well as a release of tens of millions of dollars in potential claims that CSC asserts that it has against Settlement Class Members.

***Half back in settlement payments*.** The Amended Settlement allows anyone to send in a

[7] The fourth and sixth factors—the amount of opposition to the Settlement and the reaction of the Settlement Class Members—are of less import at this stage, as the Court will not have the information necessary to assess them until Final Approval, once Notice of the Settlement has been disseminated and Settlement Class Members have had an opportunity to respond.

Claim Form and receive 50% of their share of the Administrative Fee paid. (Amended Settlement § 2.1.) That's half of what any settlement class member could hope to achieve with complete victory at summary judgment or trial and after a successful appeal to defend that victory. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 58 (critiquing settlement where "the primary settlement benefit to the individual settlement class member was a $12 coupon" where statutory damages running from $100 to $1,000 were available). Yet Settlement Class Members can get that outcome now, without the risk of losing at trial, on appeal, or at any step in between, and without the need to deduct attorneys' fees from that amount (any fees awarded as part of the settlement are being paid by CSC separate and apart from the settlement payments to Settlement Class Members called for in the Amended Settlement). And the payment will be made via a one-time check payment, without *de minimis* thresholds that must be met, and without a payment plan that spreads out the reimbursement. (Amended Settlement § 2.1.) That Settlement Class Members can recover now such a high percentage of what they might be able to claim after years of protracted litigation—especially in light of the other relief the Amended Settlement secures—supports granting preliminary approval. *See Leung v. XPO Logistics, Inc.*, 326 F.R.D. 185, 196–97 (N.D. Ill. 2018) (approving settlement awarding class members approximately $100 even though $500 or $1,500 statutory damages available at trial); *Gehrich v. Chase Bank USA, N.A.*, 316 F.R.D. 215, 228 (N.D. Ill. 2016) (approving settlement paying claimants approximately $52.50 despite possibility of $500 or $1,500 statutory damages at trial); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 583 (N.D. Ill. 2011) (approving settlement creating fund worth 10% of class's actual damages and collecting similar cases); *Mars Steel Corp. v. Cont'l Ill. Nat'l Bank & Trust*, 834 F.2d 677, 682 (7th Cir. 1987) (finding settlement of ten percent of the total damages at trial adequate); *see also Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 493 (N.D. Ill.

2015) (noting "[t]he reality is that in a class action settlement like this one, there is never a one-hundred percent claim rate or anything close to it[,]" finally approving settlement establishing $11 million fund in the face of $4.6 billion in potential recovery at trial).

***Suspension of Administrative Fee*.** For those Settlement Class Members that are still operating under a lease that was in effect on May 1, 2017, when the Administrative Fee was first imposed, they can send in a Claim Form to get the Fee to stop. Here again, this relief will be available upon final approval. (Amended Settlement § 2.2) There is no need to wait to litigate to a decision on the merits to win a finding that the Fee must stop years down the line. This means that if Settlement Class Members haven't had the opportunity to renew, renegotiate, or leave their business relationships with CSC, the Administrative Fee won't be charged again unless and until they have agreed to it. And while that renegotiation may lead to an even longer or permanent suspension of the Administrative Fee, if it is charged in the next two years, as discussed below, it will not increase.

***Rate freeze for all Settlement Class Members*.** All Settlement Class Members will be entitled to a rate freeze of the Administrative Fee at 9.75% of collections for two years. (*Id.* § 2.3.) Settlement Class Members do not have to do anything to receive this benefit. (*Id.*) Importantly, this rate freeze will apply even for new or amended lease agreements that Settlement Class Members may renegotiate. This means that, where CSC could otherwise have chosen whatever Administrative Fee rate it wanted in these new or amended agreements, it will now be constrained by the Amended Settlement.

***Future disclosure of the existence, application, and rate of Administrative Fee*.** In all new CSC leases, addendums, and amendments, CSC must expressly disclose that the Administrative Fee exists, generally describe the categories of services and costs that it is

funding, and—importantly—the rate of the Administrative Fee. (*Id.* § 2.4.) In short, CSC will have to include disclosures that will avoid the ambiguities that led to the instant litigation. And because this will apply to all new CSC leases, addendums, and amendments, this will benefit more than just Settlement Class Members, and will extend to all future CSC customers, too, further heading off the need to engage in extensive and costly additional litigation regarding the Administrative Fee in the future.

***Forgiveness of millions in CSC claims against Settlement Class Members*.** Not to be discounted, the Amended Settlement requires that CSC waive $45.5 million in outstanding payments that some Settlement Class Members allegedly owe in repayment under their leases. (*Id.* §§ 2.5, 3.) For example, in leases that require landlords to pay CSC a "minimum base compensation" for CSC's equipment and services, but those payments were not made because the machines didn't earn enough income, CSC contends it could recover those payments. (*See* Epstein Decl. ¶¶ 8–11.) The Amended Settlement additionally requires CSC to release claims related to $152 million in claimed uncompensated expenses that CSC contends it is entitled to for its provision of laundry services to the Settlement Class Members. (Amended Settlement §§ 2.5, 3.) For example, CSC claims it is entitled to repayment for its uncompensated outlay of costs associated with theft and vandalism at laundry facilities, processing and payment of various taxes (including fuel, purchase, and sales taxes), collection of currency from laundry facilities (including for transport, security, and bank fees), implementation of the technology lessors used to manage their laundry facilities, processing of commission payments and refunds, and equipment maintenance, to name a few. (*See* Epstein Decl. ¶¶ 6–7.) Consistent with its interpretation of the lease agreement, CSC contends that, like the Administrative Fee, it always could have deducted expenses like these. CSC therefore claims that it could bring breach of

contract claims for any Settlement Class Member's failure to pay these historical expenses. Indeed, CSC has not been afraid to press these specific arguments, including by asserting counterclaims against plaintiff landlords.[8] The Amended Settlement provides certainty that Settlement Class Members will not face such suits or related demands in the future.

Altogether, there can be no question that the Amended Settlement provides exceptional relief that goes beyond even that called for in the initial settlement.

2. This case presents significant obstacles to class-wide recovery.

The multifaceted relief the Amended Settlement secures is even more notable in light of the many hurdles that Plaintiffs would face in further protracted litigation going forward, both individually and on a class-wide basis. Absent the Amended Settlement, a number of major obstacles would be ahead that could substantially or completely deprive Plaintiffs and the class of any relief.

Achieving adversarial class certification, especially on a nationwide basis, was anything but certain. Plaintiffs would have to contend with all of the issues identified in Section IV.A, which are complete non-issues when considering certification of the Settlement Class. Relying on cases like *Bristol-Myers*, 137 S. Ct. at 1781, in which the Supreme Court held that a defendant was not subject to the forum state's jurisdiction over non-residents' claims against defendant in a mass (not class) action, CSC would argue against nationwide certification in Illinois. While courts across the country have differed in how *Bristol-Myers* applies to class actions, some have held it bars nationwide class actions in a forum where there is no general jurisdiction over a defendant. *See, e.g.*, *DeBernardis v. NBTY, Inc.*, No. 17 C 6125, 2018 WL

[8] While RBB2 achieved dismissal of the counterclaims asserted against it, *RBB2*, No. 1:18-CV-00915LJOJLT, dkt. 49 (E.D. Cal. Aug. 19, 2019), other landlords did not seek to dismiss the claims, but rather answered them, *see Summit Gardens*, No. 1:17-cv-2553-DCN, dkt. 27 (N.D. Ohio Aug. 6, 2018).

461228, at *2 (N.D. Ill. Jan. 18, 2018) (dismissing nationwide class claims). Any finding in this regard would preclude nationwide claims from proceeding anywhere besides the states where CSC is incorporated and headquartered. In that regime, only state-specific classes, like the putative class in *RBB2, LLC* would be appropriate, and would cut out large swaths of the Settlement Class from being able to obtain effective relief.

Adversarial class certification might also face intractable choice-of-law issues. There would be a chance that the Court could have found that differences in state contract law precluded certification of a nationwide class, *see, e.g.*, *In re Bridgestone/Firestone, Inc.*, 288 F.3d 1012, 1017–18 (7th Cir. 2002) (decertifying nationwide breach of contract class), even though nationwide breach of contract classes are not atypical, *see, e.g.*, *Boundas v. Abercrombie & Fitch Stores, Inc.*, 280 F.R.D. 408, 418 (N.D. Ill. 2012) (certifying nationwide breach of contract claim); *In re Conseco Life Ins. Co. LifeTrend Ins. Sales & Mktg. Litig.*, 270 F.R.D. 521, 533 (N.D. Cal. 2010) (same). The risk of differences in law was particularly acute here given that several iterations of the laundry leases included choice-of-law provisions that required the application of the laws of the state where the property that the laundry machines were installed in was located. Given the scope of CSC's operations, this would trigger the application of multiple states' contract laws. And working in conjunction with choice-of-law provisions, choice-of-venue provisions in some versions of the leases would further constrain where these cases could be brought, and which states' contract law must be examined. Again, while Plaintiffs are confident that a nationwide contract class could be certified no matter which states' laws applied, the risk exists that it would not be, or would require so many different subclasses that the number of class members actually represented would be too small to efficiently move forward as a class action. Because of the Amended Settlement, even Settlement Class Members that might have

these provisions in their leases are entitled to participate and obtain benefits.

On top of these choice-of-law and venue provisions, some versions of the leases have "notice-and-cure" provisions that arguably require a would-be plaintiff to inform CSC of the breach before suit. This is an avenue that would allow CSC to try and "pick off" a potential class representative—as well as sink any class certification attempt—by reimbursing the amount paid in Administrative Fees to that particular lessor, but otherwise leaving its practices intact. *See Joiner v. SVM Mgmt., LLC*, 2020 IL 124671, ¶ 58 (reaffirming that "an effective tender made before a named plaintiff purporting to represent a class files a class-certification motion satisfies the named plaintiff's individual claim and moots her interest in the litigation"). Indeed, this is precisely what CSC attempted in the *RBB2, LLC* action. *See RBB2*, 2019 WL 1170484, at *2 (noting that CSC asserted RBB2, LLC's claims were mooted by CSC's attempted repayment of the Administrative Fee). While some versions of the notice-and-cure provisions were found not to require a plaintiff to give CSC an opportunity to repay the fee, *see id.*, others have found it was a precondition to suit, *see MJM Visions, LLC v. CSC Serviceworks, Inc*., No. 18-CV-04452, 2019 WL 2451936, at *3 (E.D.N.Y. June 12, 2019). Here again, even Settlement Class Members with notice-and-cure provisions can take advantage of the relief the Amended Settlement provides.

Even if Plaintiffs were able to obtain adversarial certification of a nationwide breach of contract class, they would still need to win on the merits by showing that the Administrative Fee was impermissible under all the leases. Principally, CSC would surely argue that language in the leases that allow for CSC to deduct "all applicable fees and/or taxes" would include the Administrative Fee. (*See, e.g.*, Group Exhibit 2 (reflecting such language in the revenue-sharing provisions in exemplar lease agreements).) CSC would also point to leases with language that

arguably even more clearly accounts for the Administrative Fee in the lease: "Lessee shall deduct from the base rent due hereunder the cost of smart cards, credit/debit card fees, expenses attributable to vandalism on the Equipment, voice and data charges, all applicable fees and/or taxes, including, but not limited to, **administrative fees**, sales, use, excise, personal property or real estate taxes payable by Lessee in connection with the use and possession of the Leased Premises and the operation of the Equipment." (emphasis added.) (*Id.*) While Plaintiffs would argue these types of fees and taxes were tied specifically to the use of any given laundry room space, and not a blanket gross collection, given some of the language in the leases and the fact that the leases provide for a revenue- and expense-sharing component, this argument is by no means a slam dunk. At best, leases with these disclosures would be excised from the nationwide class definition (leaving those landlords with nothing) and at worse would be used to defeat the case on the merits for the entire class. The Amended Settlement avoids either possibility.

In addition, CSC has shown it would likely file counterclaims against the class, raising the risk that it could win a judgment against the class for supposedly past-due minimum base compensation deficits and uncompensated costs. *See RBB2*, No. 1:18-CV-00915LJOJLT, dkt. 27 (E.D. Cal. Apr. 3, 2019); *Summit Gardens*, No. 1:17-cv-2553-DCN, dkt. 23 (N.D. Ohio June 15, 2018). Even if Plaintiffs defeated CSC's arguments and ultimately prevailed at trial, given the likely substantial damages that would be awarded, CSC would undoubtedly appeal, further delaying any relief to the Settlement Class. And litigating this case through class certification, summary judgment, trial, and an inevitable appeal would force Plaintiffs to spend additional substantial time, effort, and money litigating the action, which would further delay and reduce any benefit to the class.

While Plaintiffs believe they can ultimately overcome CSC's arguments, they

nevertheless recognize the uncertainty in the path ahead and have factored into their decision to settle the risks and delays that would necessarily accompany further litigation in the trial and appellate courts. Against that calculus stands the Amended Settlement, which provides substantial monetary and prospective relief to the Settlement Class. Thus, when considered in light of the potential hurdles faced in obtaining recovery through continued litigation, and the delay that would entail, the relief is well deserving of this Court's approval. *See GMAC Mortg.*, 236 Ill. App. 3d at 494 (affirming settlement approval when "the court was well advised by counsel on the settlement's terms and the potential risks facing the class if the litigation continued"). Consequently, the first and most important *Korshak* factor weighs strongly in favor of preliminarily approving the Amended Settlement.

B. The Amended Settlement Is Reasonable in Light of the Complexity, Length, and Expense of Further Litigation.

The next *Korshak* factor relevant at this stage—the complexity, length, and expense of further litigation—also supports preliminarily approving the Amended Settlement. *See Lee*, 2019 IL App (5th) 180033, ¶ 56. "As courts recognize, a dollar obtained in settlement today is worth more than a dollar obtained after a trial and appeals years later." *Goldsmith v. Tech. Sols. Co.*, No. 92 C 4374, 1995 WL 17009594, at *4 (N.D. Ill. Oct. 10, 1995). The Amended Settlement allows Settlement Class Members to get back half the dollars they paid in their share of Administrative Fees now, plus additional, immediate relief, all while having the Settlement Administration Expenses, and any attorneys' fees and costs and incentive awards paid separately from this relief, and otherwise avoiding lengthy and costly additional litigation.

Absent the Amended Settlement, the Parties would have faced years of litigation, which CSC would have contested at every step. As evidenced by CSC's litigation strategy thus far in the *RBB2* and *MJM Visions* matters, they would surely have filed a motion to dismiss in this

case, along with counterclaims against Plaintiffs. Should those have been defeated, motions for class certification and summary judgment would have to be briefed and argued. The losing party at any of those stages would likely have appealed that determination. And assuming that a class was ultimately certified (and that Plaintiffs defeated a summary judgment motion), the case would have proceeded to trial, where Plaintiffs would have to demonstrate, on a class-wide basis, that the Administrative Fee was not permitted under any formulation of the leases, even with language that allowed for CSC to deduct "all applicable fees and/or taxes" or that specifically referenced an "administrative fee." (Group Exhibit 2.) Whichever party lost would surely have appealed, further dragging out the proceedings and risking complete non-recovery for Settlement Class Members. What's more, each of these phases of litigation would cost the Parties substantial resources in time and money, as well as consuming scarce Court resources. And, as noted, all Settlement Administration Costs, as well as any attorneys' fees and incentive awards paid, will be funded separately from the settlement payments to Settlement Class Members, and not, as the case might otherwise be, from any funds awarded after a trial and appeal.

"Settlement allows the class to avoid the inherent risk, complexity, time, and cost associated with continued litigation." *Schulte*, 805 F. Supp. 2d at 586. Here, continued litigation would have caused great delay and expense, with no guarantee whatsoever that the Class would recover anything. *See In re AT&T Sales Tax Litig.*, 789 F. Supp. 2d 935, 964 (N.D. Ill. 2011) (discussing the possibility that a "drawn-out, complex, and costly litigation process . . . would provide [Settlement] Class Members with either no in-court recovery or some recovery many years from now"). The Amended Settlement allows the Parties to avoid these risks and costs, and this *Korshak* factor thus strongly weighs in favor of preliminary approval. *See Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 19 (affirming trial court's

finding that third *Korshak* factor was satisfied where further litigation would have "require[d] the parties to incur additional expense, substantial time, effort, and resources").

C. The Amended Settlement Was Reached Without Collusion and As a Result of Arm's-Length Negotiations Between the Parties.

The next factor looks to whether the parties colluded in negotiating the settlement. *See Korshak*, 206 Ill. App. 3d at 972; *Lee*, 2019 IL App (5th) 180033, ¶¶ 99–100. The answer here is easy: no. After litigating multiple actions in three states, the Parties engaged in settlement negotiations that are measured in years, not months, and that have resulted in an Amended Settlement that was only reached after no less than three mediations conducted by a respected third-party neutral, Hon. James F. Holderman (Ret.), and after the Court itself provided direction to the Parties about what it was concerned about in any proposed settlement of this matter. *Steinberg*, 306 Ill. App. 3d at 168–69 (finding that class action settlement was reached fairly as it was a product of "adversarial give-and-take overseen by an experienced mediator"). In short, as the case's timeline bears out, far from a quick, collusive resolution, the objective truth is that negotiations in this case consisted of nothing less than "hard bargaining." *Korshak*, 206 Ill. App. 3d at 973.

Before any settlement negotiations on a class-wide basis took place, the Parties actively litigated a motion to dismiss in the *RBB2* action, which Plaintiff defeated. Motions to dismiss in the *MJM Visions* action, and a motion to dismiss the counterclaims against *RBB2* were pending when global settlement discussions began in earnest. Thus, there were significant uncertainties when these discussions started. Proposed Class Counsel has attached docket sheets to demonstrate exactly what occurred in each of those cases. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 25 (raising concern that plaintiff did not provide court enough data to assess what occurred in other actions).

As the Parties were taking adversarial litigation positions, they nevertheless began to explore the possibility of a class-wide resolution. These discussions began after proposed Class Counsel sent a proposed framework to CSC, despite CSC's stated position (and reflected in the litigation), that it was not interested in a global resolution. (Richman Decl. ¶¶ 4–5.) To state the obvious, this was not a reverse auction. *Lee*, 2019 IL App (5th) 180033 ¶ 101 ("[A] 'reverse auction' occurs when a defendant who is facing class litigation in more than one forum attempts to negotiate a settlement with inexperienced or inferior class counsel with the hope that the court will approve a weak settlement that will preclude the other suits against the defendant."). Given proposed Class Counsel's background, as discussed in section IV.D, were CSC to have tried this gambit, it would not have gone well. Proposed Class Counsel has litigated this case, and all the other Administrative Fee cases with the goal of achieving the best possible resolution, whether at trial or through a negotiated resolution for the broadest class of landlords. (Richman Decl. ¶ 19; Karnuth Decl. ¶ 3.) That singular aim is reflected throughout the litigation and in the course of negotiating the Amended Settlement.

The Amended Settlement also involved the assistance of a third-party neutral, Judge Holderman, who poured over information related to Administrative Fee litigation from around the country, example revenue-sharing provisions, the allegations in Plaintiffs' complaint, transcripts of proceedings in this case, and worked with the Parties in no fewer than three mediation sessions and multiple conference calls to reach the agreements in principle that undergird the Amended Settlement. Judge Holderman has submitted a declaration reporting on all of this. *Compare Lee*, 2019 IL App (5th) 180033, ¶ 17 (raising concern that proponent of class settlement "did not provide any statements from the mediator, progress reports, or other documentation or evidence regarding the mediation process."). Ultimately, and as Judge

Holderman has witnessed, the record shows that the Parties were well-prepared and well-informed of the case's facts and the strengths and weaknesses of their position and reached the Amended Settlement through their vigorous representation of their clients. (Richman Decl. ¶¶ 20; Holderman Decl. ¶ 21.) Even after the Parties agreed in principle to the Amended Settlement, it still took them weeks of considerable back-and-forth negotiations to reach the final terms of the Amended Settlement now before the Court, including further edits and improvements by proposed Class Counsel, that the Parties' respective clients ultimately signed off on. (Richman Decl. ¶ 20; Karnuth Decl. ¶ 9.)

There has been no collusion here. Therefore, the Court should not hesitate to find that this factor weighs strongly in favor of approving the Settlement. *See Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 50 (finding there was no collusion where the record showed nothing but "good-faith, arm's-length negotiation").

D. Plaintiffs Expect a Positive Reaction to the Amended Settlement from Settlement Class Members.

The complete Amended Settlement was first made public with this filing, and the Settlement Class has not yet had the opportunity to meaningfully react to it. For this reason, this *Korshak* factor is most relevant when considering whether to grant final approval. *See, e.g.*, *Korshak*, 206 Ill. App. 3d at 973. Nevertheless, it is worth noting that if the reactions to the initial settlement are any indication, the improved Amended Settlement will receive an even more positive response. In the initial settlement, 4.6% of the settlement class sent in "Option 1" election forms, while only .25% requested to be excluded and only .0036% of the class objected. (Richman Decl. ¶ 22.) While such figures were indicative of the strength of the initial settlement, proposed Class Counsel reasonably expects the response to the Amended Settlement and the relief it now provides to be even more robust, with an even higher claims rate, given that those

election forms will be honored as Claim Forms under the Amended Settlement. *See* Federal Trade Commission, *Consumers and Class Actions: A Retrospective and Analysis of Settlement Campaigns* (Sept. 2019), at 11, available at https://www.ftc.gov/system/files/documents/reports/consumers-class-actions-retrospective-analysis-settlement-campaigns/class_action_fairness_report_0.pdf (finding weighted average claims rate of 4%). Thus, this factor also supports granting preliminary approval to the Amended Settlement.

E. Proposed Class Counsel Firmly Believes that this Amended Settlement Is in the Best Interests of the Settlement Class.

The Court should also consider whether counsel believes that the Amended Settlement is fair to the Settlement Class. *See Korshak*, 206 Ill. App. 3d at 972. Here, proposed Class Counsel is well versed in the law and facts of this litigation and are recognized leaders in complex, consumer class action litigation, as described above in Section IV.D. *See GMAC Mortg.*, 236 Ill. App. 3d at 497 (finding that this factor weighed in favor of approval because counsel, who believed the settlement to be fair and reasonable, had previously litigated a number of similar class actions). As a result of that experience and for the reasons explained herein, proposed Class Counsel firmly believes that the Amended Settlement—which provides Settlement Class Members the opportunity to recover half of the Administrative Fee they paid in connection with their May 1, 2017 leases, a suspension of the Administrative Fee for eligible leases, a rate freeze for the next two years, a release of nearly $200 million in potential claims against the Settlement Class, and assurance that CSC is transparent regarding the Administrative Fee in all future contracts—is fair, reasonable, adequate, and deserving of preliminary approval. (Richman Decl. ¶ 21; Karnuth Decl. ¶ 10.)

F. The Stage of Litigation and Amount of Discovery Completed Supports Finding the Settlement Is Fair, Reasonable and Adequate.

The final factor looks to the stage of proceedings and the amount of discovery completed before the parties entered into the settlement. *See Korshak*, 206 Ill. App. 3d at 972. Of course, this *Korshak* factor does not require that all discovery documents be entered into the record so that the Court can treat the proceeding like a summary judgment motion or trial; discovery need not even be fully completed. *Lee*, 2019 IL App (5th) 180033, ¶ 56 ("[T]he circuit court should not turn the approval hearing into a trial on the merits."); *see Shaun Fauley, Sabon, Inc.*, 2016 IL App (2d) 150236, ¶ 45 ("Given that a settlement is a compromise, a trial court is not to judge the legal and factual questions by the criteria employed in a trial on the merits."); *GMAC Mortg.*, 236 Ill. App. 3d at 498 ("It is worth reiterating that settlement hearings are not to be full trials on the merits. One of the principal purposes of an early settlement is to avoid costly and lengthy discovery. This is part of the exchange the parties make in achieving settlement."). Even still, much of this underlying material and data has been included in the record, including through exhibits, declarations provided under penalty of perjury, and recapped in the last two years of briefing. *Lee*, 2019 IL App (5th) 180033, ¶ 53 ("[T]he trial court may consider any matters of fact or law properly presented by the record, including the pleadings, depositions, affidavits, answers to interrogatories, and any evidence that may have been adduced at the hearings."); *see* 4 NEWBERG ON CLASS ACTIONS § 13.42 (5th ed.) ("Typically, the parties present evidence in the form of affidavits or declarations and exhibits to their moving papers and far less frequently present live testimony in support of the settlement (certification or fees) at the fairness hearing").

As reflected herein, years'-worth of time and effort went into litigating these cases, negotiating the initial settlement, and then reaching the Amended Settlement now before the

Court.[9] But for rulings on motions to dismiss in fora around the country, critical formal and informal discovery sufficient to evaluate the strengths of the claims and defenses, and the involvement of a third-party neutral, there would be no Amended Settlement. It was only because the Parties spent such a long time engaging in hard-fought litigation and significant discovery that they were in a position to reach a sharply negotiated resolution. (*See* Richman Decl. ¶¶ 6–9, 11–25; Holderman Decl. ¶¶ 13 ("[I]t was apparent that each side's Counsel had spent a large amount of time and effort preparing for the July 10, 2019 mediation and that they were prepared to address their points of disagreement and to accurately assess their respective positions' strengths and weaknesses."), ¶ 18 (noting counsel for the Parties "thoughtfully considered how best to address Your Honor's questions and concerns, and what information they would need to evaluate their proposals to determine whether they could reach an amended agreement").)

The litigation here included significant motion practice and formal discovery, including the production of more than 12,000 documents comprising more than 60,000 pages, including lease agreements from around the country, internal CSC materials related to the company's decision to enact the Administrative Fee charge, website screenshots regarding the Administrative Fee, communications about the Administrative Fee that were sent to landlords, and what initiatives the Administrative Fee was purportedly funding. (Richman Decl. ¶¶ 6–7; Exhibit 9 (reflecting initial disclosures from *RBB2* action.) In addition, throughout the course of settlement negotiations, substantial additional discovery was shared. (*See id.*) CSC's financial team provided Plaintiffs with the overall amount that CSC collected in Administrative Fees and

[9] The Court has already recognized as much, noting that "I had gone through it and had seen the tremendous amount of work that has gone into it." (Nov. 22, 2019 Hr. Tr., at 6:9–20, attached as Exhibit 8.)

the total expenses for which CSC claimed that it was entitled to reimbursement. (Richman Decl. ¶ 6.) This was verified under penalty of perjury by CSC's Chief Financial Officer. (*See generally* Epstein Decl.) But here again, Plaintiffs' counsel sought out more detailed information regarding the financials to understand how Settlement Class Members were affected by the Administrative Fee, including by obtaining the gross amount charged in Administrative Fees versus the net amount of Administrative Fees collected solely from Settlement Class Members, and the breakdown of accounts from which the Fee was collected—for example, how the number of machines correlated with amounts collected in Administrative Fees and how much different segments of the Settlement Class actually paid anything (or nothing) in Administrative Fees. (*Id.*) This data showed, among other things, that approximately 20% of all CSC accounts were charged *absolutely nothing* in Administrative Fees, and that another 21% were charged less than $250 in Administrative Fees across the entire Settlement Class Period. (*Id.* ¶ 6 n.2.) The data also showed that almost 80% of CSC's accounts included relatively small operations, between one and 20 machines. (*Id.*)

Regarding the production of leases, proposed Class Counsel obtained thousands of written lease agreements from around the country amounting to tens of thousands of pages. (Richman Decl. ¶¶ 6–7.) This information allowed the Parties to evaluate various formulations of the leases and to review how their terms overlapped or differed. This revealed, for example, a consistency in language that allowed CSC to deduct certain expenses, as noted above. It further demonstrated that CSC and its predecessors did not use a single, standard form lease. Rather, it showed that there were variations in the actual mechanisms of the revenue-sharing provisions (i.e., how much Parties to the laundry lease contracts were entitled to in payment), differences in the presence of choice-of-law and choice-of-venue provisions, and differences in the notice-and-

cure provisions that appeared. (*Id.* ¶ 20.) This allowed proposed Class Counsel to evaluate, among other aspects of the case, the strengths and weaknesses of their chances at certifying nationwide or state-specific classes, and how CSC was likely to argue the Administrative Fee was allowed under the current wording of the leases. (*Id.*)

This course of discovery also allowed proposed Class Counsel's technical team to interface with CSC to understand its accounting software. (*Id.* ¶ 6.) Proposed Class Counsel was able to investigate how CSC's software processed Administrative Fee deductions, accounted for revenue shares, and processed payments to Settlement Class Members. (*Id.*) With a sense of CSC's software's functionalities, and limitations, they were able to assess how, or whether, it could be used to calculate and redistribute any parts of the Administrative Fee to Settlement Class Members as part of any settlement payment process. (*Id.*)

Notwithstanding the significant factual record developed throughout the litigation and the course of the Parties' negotiations, the factual questions underlying the Parties' dispute are relatively simple—it is not contested that CSC began charging the Administrative Fee in May 2017, when it disclosed the Fee in a letter to its customers, or that the lease agreements include revenue-sharing provisions that allow CSC to charge certain expenses. Rather, the Parties' disagreement centers on a legal question: whether the specific Administrative Fee charged, and the initiatives it funded, are the types of expenses actually allowed under the leases. CSC contends that it is, while the Plaintiffs contend it is not. Plaintiffs assert that this dispute can be resolved uniformly on a class-wide basis. The discovery materials that the Parties exchanged allowed the Parties to evaluate these competing legal positions and the amounts at stake on both sides. Thus, the issues in this litigation have crystalized such that the Parties could assess the strengths and weaknesses of their negotiating positions (based upon the litigation that has taken

place to this point, the anticipated outcomes of any further discovery, and future motion practice that would have to take place) and evaluate the appropriateness of any proposed resolutions. (*Id.* ¶ 20.) That is exactly what this *Korshak* factor requires. *See Bayat v. Bank of the W.*, 2015 WL 1744342, at *6 (N.D. Cal. Apr. 15, 2015) (concluding sufficient discovery had been completed to evaluate the settlement even though parties reached an early settlement "because the issues in this case are straightforward and not particularly fact intensive").

This factor, then, also strongly supports final approval of the Amended Settlement.

VI. THE PROPOSED SUPPLEMENTAL NOTICE TO THE SETTLEMENT CLASS SHOUD BE APPROVED

Finally, after a court has found that a case may proceed on behalf of a class—and, in this context, that the Amended Settlement is fair, reasonable and adequate, and within the range of approval—it has the discretion to "order such notice that it deems necessary to protect the interests of the class and the parties." 735 ILCS 5/2-803; *see also Client Follow-Up Co. v. Hynes*, 105 Ill. App. 3d 619, 625 (1st Dist. 1982). Although the Illinois Code of Civil Procedure requires only notice as the court deems appropriate, courts must also take into consideration the requirements of Due Process. *Hynes*, 105 Ill. App. 3d. at 625; *Carrao v. Health Care Serv. Corp.*, 118 Ill. App. 3d 417, 429 (1st Dist. 1983). Due Process requires that a court "direct to the members of the class the best notice practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort." *Amchem Prods*., 521 U.S. at 617 (citing *Eisen v. Carlisle & Jacquelin*, 417 U.S. 156, 173 (1974) (explaining that "[i]ndividual notice must be sent to all class members whose names and addresses may be ascertained through reasonable effort.")). Rather than simply rely on the initial notice sent in connection with the original settlement, and even though the Settlement Class proposed in the Amended Settlement encompasses the same population of Members, the Amended Settlement

proposes a Supplemental Notice plan designed to comport with Due Process and to give Settlement Class Members another opportunity to participate (or choose not to do so) in the Amended Settlement. *Cf. Lee*, 2019 IL App (5th) 180033, ¶ 73 (finding it problematic when second settlement expanded class membership but did not include new or renewed direct notice).

The Parties have agreed to a comprehensive, direct Supplemental Notice plan involving both U.S mail and email and utilizing a respected third-party class action administrator, KCC Class Action Services LLC ("KCC"). (Amended Settlement § 4; KCC Biography, Exhibit 10.) KCC will send Supplemental Notice to all Settlement Class Members using the best-known mail and/or email address that CSC has for them. (Amended Settlement § 4.1.) This is calculated to reach not only those Settlement Class Members that currently have a contract with CSC, but also those who were previously its customers. (*Id.*) Given the competition among laundry room service providers, as CSC has informed the Court before, CSC is incentivized to keep as accurate contact information as it can related to past customers, in the hopes that it can win them back. And in each instance, the Supplemental Notice will include that Settlement Class Member's property name and account ID (as maintained in CSC's records) so that the Settlement Class Member can instantly know which property and account the Supplemental Notice relates to and can include that information on its Claim Form.

Just as important as the Supplemental Notice's reach is its content. Whether via email, U.S. mail, or downloaded from the Settlement Website, each form is drafted to concisely give Settlement Class Members the information that they need to evaluate whether and how to participate in the Amended Settlement: what they stand to get, what they stand to give up, and clear instructions on how to participate (or opt out). (*See* Amended Settlement, Exhibits B–D); *Lee*, 2019 IL App (5th) 180033, ¶ 80 (discussing that "adequate notice provides the assurance of

structural fairness that allows absent class members to decide whether to [participate,] opt-out of the class, or file an objection").

Besides this robust direct Supplemental Notice, the Settlement Website will be updated, which will provide Class Members 24-hour access to further information about the case, including important Court documents, and a further detailed "long form" Supplemental Notice document. (*Id.* §§ 1.29, 4.2.) The Settlement Website will also allow Settlement Class Members to submit a Claim Form electronically so that they do not have to worry about mailing anything in (although, mailed-in Claim Forms will also be accepted). (*Id.* § 4.2.)

Because the proposed Supplemental Notice plan effectuates direct Supplemental Notice to all Settlement Class Members reasonably identified by CSC's records and fully apprises them of their rights, it comports with the requirements of due process and Section 5/2-801. *See, e.g.*, *Currie v. Wisconsin Cent., Ltd.*, 2011 IL App (1st) 103095, ¶ 55. Consequently, the Court should approve the plan and order that Supplemental Notice be disseminated.

VII. CONCLUSION

For the foregoing reasons, Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. respectfully request that this Court enter an Order (1) certifying the Settlement Class for settlement purposes, (2) naming Plaintiffs 1050 West Columbia Condominium Association, RBB2, LLC, MJM Visions, LLC, and Kay-Kay Realty, Corp. as Class Representatives, (3) appointing Jay Edelson, Benjamin H. Richman, and Michael W. Ovca of Edelson PC as Lead Class Counsel, and Michael R. Karnuth, and Edward M. Burnes as Class Counsel, (4) granting preliminary approval of the Amended Settlement, (5) appointing KCC Class Action Services as Settlement Administrator, (6) approving the proposed Supplemental Notice plan, (7) ordering the issuance of Notice, (8)

scheduling the fairness hearing, and (9) providing such other and further relief as the Court deems reasonable and just.[10]

Respectfully submitted,

1050 WEST COLUMBIA CONDOMINIUM ASSOCIATION, RBB2, LLC, MJM VISIONS, LLC, and **KAY-KAY REALTY, CORP.**, individually and on behalf of a class of similarly situated individuals,

Dated: October 12, 2021

By: /s/ Benjamin H. Richman
One of Plaintiffs' attorneys

Jay Edelson
jedelson@edelson.com
Benjamin H. Richman
brichman@edelson.com
Michael W. Ovca
movca@edelson.com
EDELSON PC
350 North LaSalle Street, 14th Floor
Chicago, Illinois 60654
Tel: 312.589.6370
Fax: 312.589.6378
Firm ID: 62075

Michael R. Karnuth
karnuthlaw@gmail.com
LAW OFFICES OF MICHAEL R. KARNUTH
55 East Monroe St., Suite 3800
Chicago, Illinois 60603
Tel: 312.391.0203
Firm ID: 37692

Edward M. Burnes
edburnes@outlook.com
525 West Grant Place
Chicago, Illinois 60614
Tel: 312.419.1100
Firm ID: 54327

[10] Contemporaneously with this filing, the parties will submit to Chambers a Microsoft Word version of a fillable draft order that they will be ready to discuss at the preliminary approval hearing.

CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on October 12, 2021 at Chicago, Illinois, I filed this ***Plaintiffs' Memorandum in Support of Preliminary Approval of Amended Class Action Settlement*** by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon the following persons using the Odyssey File & Serve Electronic Filing System:

Paul Williams
pwilliams@shb.com
Molly S. Carella
mcarella@shb.com
Riley Mendoza
rmendoza@shb.com
Shook, Hardy, and Bacon LLP

Carly B. Deutch
cdeutch@meyersroman.com
Ronald P. Friedberg
rfriedberg@meyersroman.com
Meyers, Roman, Friedberg & Lewis

Patrick J. Perotti
pperotti@dworkenlaw.com
Frank A. Bartela
fbartela@dworkenlaw.com
Dworken & Bernstein Co., L.P.A.

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, the undersigned certifies that the statements set forth in this certificate of service are true and correct.

/s/ Benjamin H. Richman

Exhibit 1

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.

1050 West Columbia Condominium Association

Date: 9/24/2021

By: (signature) Michael R. Jones

Its: Association President

Name: (printed) Michael R. Jones

RBB2, LLC

Date:_____

By: (signature) _____

Its: _____

Name: (printed) _____

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: 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.

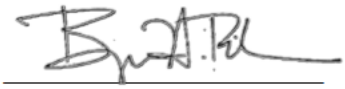
Date: 9/24/2021 By: (signature) DAVID KOTIN

Its: Managing agent

Name: (printed) DAVID KOTIN

Edelson PC

Date: 9/24/2021

By: (signature) 

Name: (printed) Benjamin H. Richman

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: _____

By: (signature) _____

Its: _____

Name: (printed) _____

Shook, Hardy & Bacon LLP

Date: _____

By: (signature) _____

Name: (printed) _____

Edelson PC

Date:_____

By: (signature) _____

Name: (printed) _____

Law Offices of Michael R. Karnuth

Date: 9/24/21

By: (signature) Michael R. Karnuth

Name: (printed) Michael R. Karnuth

Edward M. Burnes, Attorney at Law

Date: 9/24/21

By: (signature) Edward M. Burnes

Name: (printed) Edward M. Burnes

CSC ServiceWorks, Inc.

Date:_____

By: (signature) _____

Its: _____

Name: (printed) _____

Shook, Hardy & Bacon LLP

Date:_____

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