

**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

**PLAINTIFFS' MOTION FOR
ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARDS**

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 approving their request for an award of reasonable attorneys' fees and expenses to Class Counsel, and incentive awards to the named Plaintiffs for their role as Class Representatives, in connection with the Parties' proposed Amended Class Action Settlement of this matter. Plaintiffs' request is based upon this Motion, the contemporaneously filed Memorandum of points and authorities (and the exhibits attached thereto) 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 Final Approval Hearing scheduled for February 16, 2022 at 11:00 a.m.

WHEREFORE, Plaintiffs 1050 West Columbia Condominium Association; RBB2, LLC; MJM Visions, LLC; and Kay-Kay Realty, Corp., individually and on behalf of the Settlement Class, respectfully request that the Court enter an Order (1) approving Class Counsel's request for an award of attorneys' fees and expenses in the amount of \$6,500,000; (2) approving incentive awards to Plaintiffs 1050 West Columbia Condominium Association; RBB2, LLC; MJM Visions, LLC; and Kay-Kay Realty, Corp. in the amount of \$5,000 each in recognition of their efforts on behalf of the Settlement Class; and (3) providing other such 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: December 6, 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 W. Grant Place
Chicago, Illinois 60614
Tel: 312.419.1100
Firm ID: 54327

Class Counsel

CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on December 6, 2021 at Chicago, Illinois, I filed **Plaintiffs' Motion for Attorneys' Fees and Incentive Awards** by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon all Parties' counsel of record using the Odyssey File & Serve Electronic Filing System.

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
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

**PLAINTIFFS' MEMORANDUM OF LAW IN SUPPORT OF MOTION
FOR ATTORNEYS' FEES, EXPENSES, AND INCENTIVE AWARDS**

TABLE OF CONTENTS

I. INTRODUCTION1

II. BACKGROUND 4

A. CSC’s Business, the Administrative Fee, and the Underlying Claims.....4

B. A Brief History of Administrative Fee Litigation6

C. Securing and Protecting the Amended Settlement for the Settlement Class’s Benefit6

1. Reaching the Amended Settlement and Obtaining Its Approval6

2. Carrying Out the Amended Settlement’s Terms11

D. The Amended Settlement Secures Exceptional Relief for the Settlement Class12

III. THE REQUESTED ATTORNEYS’ FEES AND EXPENSES ARE REASONABLE AND CAN APPROPRIATELY BE APPROVED13

A. Percentage-of-the-Recovery Should be Used to Determine Fees Here13

B. 28% Is a Reasonable Fee Award Here.....17

1. This case presented serious obstacles to recovery, and Class Counsel litigated the case mindful of the possibility that the Class might recover nothing.....19

2. Class Counsel achieved significant relief for the Settlement Class ..21

IV. THE COURT SHOULD APPROVE THE REQUESTED INCENTIVE AWARD ..24

V. CONCLUSION25

TABLE OF AUTHORITIES

United States Supreme Court Cases

<i>Boeing Co. v. Van Gemert</i> , 444 U.S. 472 (1980).....	14
<i>Bristol-Myers Squibb v. Superior Court of California, San Francisco County</i> , 137 S. Ct. 1773 (2017).....	20
<i>Hall v. Cole</i> , 412 U.S. 1 (1973).....	18, 23

United States Circuit Court of Appeals Cases

<i>In re Bluetooth Headset Prod. Liab. Litig.</i> , 654 F.3d 935 (9th Cir. 2011)	14, 15, 17
<i>In re Bridgestone/Firestone, Inc.</i> , 288 F.3d 1012 (7th Cir. 2002)	19
<i>In re Sw. Airlines Voucher Litig.</i> , 898 F.3d 740 (7th Cir. 2018)	15, 17
<i>Mars Steel Corp. v. Cont'l Illinois Nat'l Bank & Tr. Co. of Chicago</i> , 834 F.2d 677 (7th Cir. 1987)	22, 23

United States District Court Cases

<i>DeBernardis v. NBTY, Inc.</i> , No. 17 C 6125, 2018 WL 461228 (N.D. Ill. Jan. 18, 2018)	20
<i>Gehrich v. Chase Bank USA, N.A.</i> , 316 F.R.D. 215 (N.D. Ill. 2016).....	21
<i>Kay-Kay Realty Corp. v. CSC ServiceWorks, Inc.</i> , 2:17-cv-07464-JMA-AKT (E.D.N.Y. Dec. 22, 2017).....	6 n.4
<i>Kolinek v. Walgreen Co.</i> , 311 F.R.D. 483 (N.D. Ill. 2015).....	17
<i>Koszyk v. Country Fin. a/k/a CC Servs., Inc.</i> , No. 16 CIV. 3571, 2016 WL 5109196 (N.D. Ill. Sept. 16, 2016)	17
<i>MJM Visions, LLC v. CSC ServiceWorks, Inc.</i> , No. 1:18-cv-04452 (E.D.N.Y. Aug. 7, 2018)	6 n.4

<i>MJM Visions, LLC v. CSC ServiceWorks, Inc.</i> , No. 1:18-cv-04452, 2019 WL 2451936 (E.D.N.Y. June 12, 2019).....	19
<i>Nwabueze v. AT & T Inc.</i> , No. C 09-01529 SI, 2013 WL 6199596 (N.D. Cal. Nov. 27, 2013).....	14, 15, 17
<i>RBB2, LLC v. CSC ServiceWorks, Inc.</i> , No. 1:18-cv-00915 (E.D. Cal.).....	6 n.4
<i>RBB2, LLC v. CSC ServiceWorks, Inc.</i> , No. 1:18-CV-00915LJOJLT, 2019 WL 1170484 (E.D. Cal. Mar. 13, 2019).....	7 n.5
<i>Schulte v. Fifth Third Bank</i> , 805 F. Supp. 2d 560 (N.D. Ill. 2011).....	18, 21
<i>Spano v. Boeing Co.</i> , No. 06-cv-743-NJR-DGW, 2016 WL 3791123, 2016 WL 3791123 (S.D. Ill.).....	25
<i>W. Va. v. Chas. Pfizer & Co.</i> , 314 F. Supp. 710 (S.D.N.Y. 1970)	22
<i>Wolfe v. TCC Wireless, LLC</i> , No. 16 C 11663, 2018 WL 11215318 (N.D. Ill. Mar. 12, 2018).....	15, 17

Illinois Supreme Court Cases

<i>Brundidge v. Glendale Fed. Bank F.S.B.</i> , 168 Ill. 2d 235 (1995)	14, 15, 16, 18
<i>Morris B. Chapman & Assocs., Ltd. v. Kitzman</i> , 193 Ill. 2d 560 (2000)	14
<i>Scholtens v. Schneider</i> , 173 Ill. 2d 375 (1996)	14
<i>Wendling v. S. Ill. Hosp. Servs.</i> , 242 Ill. 2d 261 (2011)	13

Illinois Appellate Court Cases

<i>GMAC Mortg. Corp. of Pa. v. Stapleton</i> , 236 Ill. App. 3d 486 (1st Dist. 1992)	24
<i>Ryan v. City of Chicago</i> , 274 Ill. App. 3d 913 (1st Dist. 1995)	<i>passim</i>

Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.,
 2016 IL App (2d) 15023616 n.8, 17

Illinois Circuit Court Cases

1050 West Columbia Condominium Association v. CSC ServiceWorks, Inc.,
 No. 2019-CH-073196 n.4

Svagdis v. Alro Steel Corp.,
 No. 2017-CH-1256625

Warciaak v. One, Inc.,
 No. 2018-CH-0625425

Willis, et al. v. iHeartMedia, Inc.,
 No. 2016-CH-0245517

Zepeda v. Kimpton Hotel & Rest.,
 No. 2018-CH-0214017

Miscellaneous Authority

Administrative Fee, Iron Mountain,
<https://www.ironmountain.com/support/how-it-works/records-management/glossary>23

MANUAL FOR COMPLEX LITIG.,
 § 21.7 (4th ed. 2008).....14

Newberg on Class Actions,
 § 15.83 (William B. Rubenstein ed., 5th ed.)17

Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*
 53 UCLA L. Rev. 1303 (2006).....4, 25

Surcharge, Waste Management,
<https://www.wm.com/location/missouri/deffenbaugh/surcharge.jsp>.....23

What are the Top Sources of Ancillary Income?,
 Multifamily Insiders, <https://www.multifamilyinsiders.com/multifamily-blogs/what-are-the-top-sources-of-ancillary-income>.....23

I. INTRODUCTION

Defendant CSC ServiceWorks, Inc. (“CSC”)—one of the country’s largest laundry machine service providers—entered into thousands of agreements with residential property owners throughout the country to install, service, and maintain laundry machines at their properties. CSC and property owners agreed to split the revenue these machines collected. After CSC began collecting an “Administrative Fee” amounting to 9.75% of machines’ gross collections, litigation claiming that the Administrative Fees were not permitted under the Parties’ agreements began in earnest.¹ Several of Plaintiffs, and their counsel, were at the forefront of this litigation almost four years ago, bringing some of the first wave of cases asserting that CSC breached its obligations under their laundry lease agreements by charging the Administrative Fee and seeking to recover on behalf of themselves and classes of similarly situated property owners.

Plaintiffs litigated against CSC for nearly a year in fora across the nation, briefing various dispositive motions, addressing counterclaims asserted by CSC, engaging in discovery and the like. In parallel, the Parties began discussing the possibility for a nationwide, global resolution of the claims asserted in the lawsuits. These negotiations involved still more written and informal discovery exchanges of information, multiple in-person meetings with key decisionmakers, and numerous other conferences to discuss the elements of a potential resolution. Eventually, the services of a well-respected mediator, the Hon. James. F. Holderman (Ret.), now of JAMS Chicago, were required to assist the Parties in resolving several critical disagreements and ultimately reaching an initial settlement that was preliminarily approved by the Court. After more than a year of presentations before this Court discussing that initial settlement, the Parties returned to the negotiating table, again with Judge Holderman’s assistance, in hopes of

¹ Unless otherwise specified, all capitalized terms are defined in the Parties’ Amended Stipulation of Class Action Settlement (the “Amended Settlement”), which is attached as Exhibit 1.

addressing the Court's questions, and ultimately improving the settlement while further clarifying through the notice program the relief being provided. That resulted in an Amended Settlement with even stronger relief to Settlement Class Members, a notice program that is even easier to understand, and a streamlined claims process (while still honoring the claims that Settlement Class Members submitted in connection with the initial settlement's notice campaign). Since the Amended Settlement was preliminarily approved, Class Counsel has worked to inform Settlement Class Members about its existence, answer any questions they have about it, and help them obtain relief under it.

With respect to monetary relief under the Amended Settlement, any Settlement Class Member can send in a claim form to receive a check amounting to half (50%) of their share of the Administrative Fees paid to CSC. All told, the amount being made available to the class is approximately \$16.7 million. Besides this cash relief, the Amended Settlement secures substantial prospective relief. For those who are still operating under the lease in effect when the Administrative Fee was first collected—i.e., have not yet had a chance to negotiate the imposition of the Administrative Fee or cancel that lease—they can have CSC stop charging the Administrative Fee on that lease unless and until a new or renewed lease is signed expressly disclosing any future Administrative Fees. And for all Settlement Class Members, CSC is obligated to keep the Administrative Fee at the same rate it is currently set at—9.75%—for two years following Final Approval, thus giving Settlement Class Members confidence that CSC will not be able to impose a higher rate on them when they renew. What's more, CSC is also forgiving \$45.5 million that it claims to be entitled to from Settlement Class Members that were overpaid their share of the revenue collection and is waiving another \$152 million in unreimbursed expenses that Settlement Class Members allegedly owe CSC for its operation of

the laundry machines. Finally, the Amended Settlement requires CSC to inform Settlement Class Members about the types of expenses that the Administrative Fee is funding, putting an end to the confusion that spawned this litigation in the first place. Settlement Class Members can get all of this relief shortly after Final Approval, without having to go through the risk, expense, or delay that would accompany continued litigation through trial and appeals.

On the basis of the Amended Settlement, Class Counsel now respectfully move the Court for an award of attorneys' fees in the amount of \$6.5 million. This is to be paid separate and apart from the approximately \$16.7 million that is being made available to the class, meaning the requested fees will not decrease in any way the amount that is to be made available for their benefit.² Effectively this means that Class Counsel's fee request is approximately 28% of the Amended Settlement's total available cash component (i.e., \$23.2 million) and just over 3% of the total value of the claims against Settlement Class Members that CSC is waiving, which amounts to just under \$200 million.³ And this doesn't even include the money that Settlement Class Members who have had the Administrative Fee canceled on their leases are saving. Given the significant results for the Settlement Class, the requested fees are reasonable. In fact, they are much lower than what is typically awarded in similar cases (i.e., 33% to 40%). The reasonableness of the requested award is further highlighted by Class Counsel's years' worth of litigation and efforts across multiple fora, all while facing the very real risk that they might not be compensated at all.

For their efforts in assisting in investigating and bringing this litigation and their work on

² All Settlement Administration Expenses and Notice costs related to the Amended Settlement are also being paid independently from the relief that CSC is making available to Settlement Class Members.

³ Class Counsel also collectively incurred over \$32,000 in hard costs associated with this litigation, but are not seeking separate reimbursement of those expenses. (Declaration of Benjamin H. Richman ("Richman Decl."), Exhibit 2, ¶ 20; Declaration of Michael R. Karnuth ("Karnuth Decl."), Exhibit 3, ¶ 14.)

behalf of the Settlement Class in reaching the Amended Settlement, Plaintiffs each seek an incentive award of \$5,000. This request is similarly reasonable and, in fact, below what is typical in cases of this nature; incentive awards in similar class actions frequently exceed \$10,000. *See* Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) (finding that “[t]he average award per class representative was \$15,992”); *Ryan v. City of Chicago*, 274 Ill. App. 3d 913, 917 (1st Dist. 1995) (noting approval of \$10,000 incentive award to two plaintiffs). Thus, taking into account the relatively modest nature of the requested award here and the efforts Plaintiffs made in securing this exceptional result for the Settlement Class, the incentive award should be approved as well.

For all of these reasons and as explained further below, Plaintiffs’ requests for an award of attorneys’ fees to Class Counsel and incentive awards to the Class Representatives are reasonable and deserving of this Court’s approval.

II. BACKGROUND

The background of this litigation was set forth in Plaintiffs’ Motion for Preliminary Approval and attached appendices and exhibits. For the Court’s benefit however, a brief summary of the underlying facts and litigation history, as well as the benefits secured in the Amended Settlement, is excerpted below. This lends context to the instant motion, and demonstrates the reasonableness of the requested fees, costs, and incentive award.

A. CSC’s Business, the Administrative Fee, and the Underlying Claims.

CSC is one of America’s largest laundry machine service providers to multi-unit apartment buildings and condominium associations. (First Amended Complaint (“FAC”) ¶ 1.) CSC and its predecessors contracted with the owners and managers of these buildings, typically sophisticated businesspeople, to provide, install, and service laundry machines at their properties.

(*Id.* ¶¶ 1, 12, 16–18.) The Parties to these multi-year “laundry lease agreements” split the revenue from the residents’ use of these machines: generally speaking, CSC gets a cut for providing and servicing the laundry machines, and the landlords receive a share as “rent” for providing the laundry room space and a customer stream. (*Id.* ¶¶ 16–17.) The particular revenue share that each party is entitled to is set out in each laundry lease agreement. (*See* Group Exhibit 2 to Plaintiffs’ Memorandum in Support of Motion for Preliminary Approval, Laundry Lease Agreements.) Any fees or charges incurred in using the laundry equipment are split in the same manner. (*See id.*) The leases also set out certain deductions that CSC is allowed to take from the rent otherwise owed to landlords, including, for example, property taxes, vandalism expenses, and refunds paid to residents, or in many cases, “administrative fees.” (*Id.*)

In May 2017, CSC announced in a letter to landlords that it would deduct an “Administrative Fee” in the amount of 9.75% of gross collections from the laundry machines installed at landlords’ properties. (FAC ¶ 20.) CSC said the Administrative Fee would be used to pay for items such as billing and refund processing, website maintenance, development of digital payment systems, vandalism insurance, and clothing claim processing. (*Id.* ¶¶ 20–25.) Plaintiffs’ leases, however, did not specifically list “Administrative Fee” as an allowable deduction. (*Id.* ¶¶ 26–27.) And the types of projects that the fee was funding were CSC’s own initiatives, not fees or charges incurred in relation to landlords’ specific buildings, such as property or use taxes. (*Id.* ¶¶ 20–25.) Still other Administrative Fee-funded projects were already being paid for through then-existing deductions, such as vandalism fees. (*Id.* ¶ 25.) Plaintiffs, viewing the Administrative Fee as an extra-contractual charge on their monthly rents, began filing lawsuits across the country. Each asserted the same basic breach of contract claims on behalf of all others similarly situated. (*See id.* ¶¶ 26–27.)

B. A Brief History of Administrative Fee Litigation.

CSC's decision to charge the Administrative Fee spawned litigation across the nation. Class Counsel does not exhaustively repeat the history of that litigation here, as it was the subject of Appendix A to Plaintiffs' Motion for Preliminary Approval. Nevertheless, it is worth noting that the named Plaintiffs in this case have been litigating for years—stretching back to December 2017—against CSC, including briefing and obtaining favorable rulings on motions to dismiss, engaging in years of formal and informal discovery, and working to reach a proposed resolution for all Settlement Class Members.⁴ (*See* Richman Decl. ¶¶ 2–5 (recounting involvement in Administrative Fee-related litigation).) After the cases were consolidated to effectuate the initial settlement before this Court—as a negotiated term in that settlement—Plaintiffs spent more than a year before this Court in conferences that led to the Amended Settlement.

C. Securing the Amended Settlement for the Settlement Class's Benefit.

The Amended Settlement is the product of time and effort that started four years ago and was reached after two years of litigation in front of this Court and with the aid of a respected third-party neutral. Since the Court preliminarily approved the Amended Settlement, Class Counsel has worked to effectuate its terms, speaking with numerous Settlement Class Members to help them obtain benefits under it.

1. Reaching the Amended Settlement and Obtaining Its Approval.

Discussions regarding the potential for a class-wide settlement began in earnest in mid-2018. (Richman Decl. ¶ 5.) Until then, CSC made clear it was only interested in settling on an

⁴ The cases eventually consolidated into *1050 West Columbia Condominium Association v. CSC ServiceWorks, Inc.*, No. 2019-CH-07319 (Cook Cnty. Ill. Cir. Ct.) to effectuate the settlement 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.). Docket sheets for each of these matters were provided in Appendix B to Plaintiffs' Motion for Preliminary Approval.

individual basis.⁵ (*Id.*) Despite CSC's insistence, Class Counsel sent CSC a proposed framework for a global settlement. (*Id.*) CSC indicated a willingness to consider that framework further, and over the next several months, the Parties explored various concepts and modifications to Class Counsel's original proposal. (*Id.*)

Throughout this process, significant formal and informal discovery was taken that now undergirds the Amended Settlement. (*Id.* ¶ 6.) For example, in thousands of pages of discovery provided in connection with the *RBB2, LLC* action, Class Counsel was able to obtain a nationwide overview of the lease structures that CSC and its predecessors used around the country. (*Id.*) This allowed Class Counsel to determine the overlap and differences between the various form leases, the types of choice-of-law and choice-of-venue provisions that appeared (which CSC used with some success in dismissing certain cases), and how the revenue sharing provisions were set up, as well as the variations in language regarding allowable fees. (*Id.*) This discovery further revealed internal CSC documents surrounding the genesis of the Administrative Fee. (*Id.*) Besides this formal discovery, the Parties exchanged substantial informal discovery related to the claims, including the Settlement Class's size and composition, the amount CSC charged and actually collected in Administrative Fees, and the payment systems that CSC used to calculate and process the deductions to rent payments. (*Id.*) With regards to the latter, Class Counsel's technical team worked with their counterparts at CSC to identify how its accounting software could be used to track and repay in an automated fashion the Administrative Fees that were charged or to process the waiver of any outstanding fees that Settlement Class Members allegedly owed CSC. (*Id.*) This was invaluable in allowing the Parties to evaluate the

⁵ This focus also bore out in the litigation, in which CSC attempted to moot certain of Plaintiffs' individual claims by repaying the Administrative Fees that they had been charged to that point. *See RBB2 v. CSC Serviceworks, LLC*, No. 1:18-CV-00915LJOJLT, 2019 WL 1170484, at *7 (E.D. Cal. Mar. 13, 2019).

feasibility of settlement structures and terms. (*Id.*) Throughout this time, counsel for the Parties held several in-person meetings, some including representatives from CSC's leadership team, and participated in dozens of phone calls to discuss various aspects of the proposals. (*Id.* ¶ 7.) Ultimately, with all of this information in hand and as a result of these months of negotiating, the Parties were able to reach a tentative agreement on the overall structure of a class-wide settlement. (*Id.*) But, critically, they were not able to reach an agreement on certain key details and no binding agreement was signed. (*Id.*)

To continue working toward a resolution, they agreed to schedule a mediation with Judge Holderman (Ret.), the former Chief Judge for the Northern District of Illinois, now a private mediator at JAMS Chicago.⁶ (*Id.* ¶ 8.) In advance of the mediation, Class Counsel provided Judge Holderman with briefing on their views of the remaining issues, along with a full overview of briefing that had taken place in Administrative Fee litigation around the country. (*Id.*) The Parties also provided Judge Holderman with the working term sheet they had at that point, which contained both the agreed-upon details of a potential settlement, and those terms on which there was an impasse or that had yet to be resolved, including where the settlement would be effectuated. (*Id.*) Class Counsel participated in several pre-mediation conference calls with Judge Holderman to discuss the claims at issue, the work that had been done to resolve the cases thus far, and the litigation landscape regarding the claims more generally. (*Id.*) Following this preparation, on July 10, 2019, the Parties attended an in-person mediation with Judge Holderman. (*Id.* ¶ 9.) After Judge Holderman facilitated a full day of back-and-forth negotiations, the Parties were eventually able to reach agreement on the outstanding points and reached a binding term sheet containing the agreement's key terms and structure that evening.

⁶ Judge Holderman submitted a declaration regarding his involvement in this matter, which was attached as Exhibit 7 to Plaintiffs' Motion for Preliminary Approval.

(*Id.*) Class Counsel then spent the next several months negotiating the final drafts of what would become the initially proposed settlement and its supporting documents. (*Id.*)

This process involved reaching out to other plaintiffs' counsel that had brought claims against CSC related to the Administrative Fee in order to determine whether they wanted to participate in the initial settlement and its finalization. (*Id.* ¶ 10.) This included, for example, contacting counsel for 1050 West. (*Id.*) 1050 West and its counsel were provided information surrounding the initial settlement, including key formal and informal discovery and preliminary drafts of the agreement. (Richman Decl. ¶ 10; Karnuth Decl. ¶¶ 4–5.) 1050 West's counsel then took that information and provided revisions for the class's benefit that were incorporated into the final document. (Richman Decl. ¶ 10; Karnuth Decl. ¶¶ 4–5.) They ultimately decided to join that version of the settlement. (Richman Decl. ¶ 10; Karnuth Decl. ¶ 6.)

After the Court granted preliminary approval to the original settlement on November 22, 2019, (*see* Nov. 22, 2019 Preliminary Approval Order), Class counsel 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. ¶ 11). Over the next year and a half, Class Counsel attended several hearings where the Court asked about particular aspects of the original settlement, including the relief it provided and its notice program. (*Id.* ¶ 12.) The Parties listened to these concerns and decided to explore how they might further address the Court's questions and improve upon the original settlement. (*Id.*; Karnuth Decl. ¶ 9.) The Parties therefore returned to negotiations with the aim of creating a simpler, clearer, settlement that included even more relief for Settlement Class Members that was explained in a more straightforward way. (Richman Decl. ¶ 12; Karnuth Decl. ¶ 9.)

They again turned to Judge Holderman for assistance in addressing these areas. (Richman Decl. ¶ 13; Karnuth Decl. ¶ 9.) While Judge Holderman's involvement in the original settlement gave him an overall familiarity with the key legal issues and arguments, the Parties brought him up to speed on the Court's views of the initial settlement and the questions it had asked by sending transcripts for the hearings that transpired over the year, and held several conference calls with him to discuss these issues. (Richman Decl. ¶ 13.) 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. (*Id.*)

Having shared this information with Judge Holderman, the Parties, along with a representative from CSC, met for two Zoom mediations with Judge Holderman. (*Id.* ¶ 14.) The first occurred on August 25, 2021, and the second on September 16, 2021. (*Id.*) During these mediations, Class Counsel advocated for their suggested edits to the settlement, including that CSC should commit to repaying half of each landlords' share of the Administrative Fee and to stop charging the Administrative Fee on any leases originally existing in May 2017 that were still in effect. (*Id.*) At the close of the first mediation, CSC committed to look into the feasibility of these proposals. (*Id.*) In between the two mediation sessions, Class Counsel continued to explore these possibilities with CSC's counsel and were ultimately able to reach an agreement in principle to include this relief. (*Id.*) While the Parties informed Judge Holderman of this development, they nevertheless attended a second mediation session to discuss how to most clearly present this relief to the Settlement Class Members. (*Id.* ¶ 15.) Thus, Judge Holderman worked with the Parties to draft language that clearly and concisely captured the benefits of what would ultimately become the Amended Settlement. (*Id.*)

Following the mediation sessions, the Parties spent several more weeks reviewing and

finalizing the proposed documents that would comprise the Amended Settlement. (*Id.*) As with the initial settlement, 1050 West and its counsel were heavily involved, providing critical assistance and valuable input into finalizing the Amended Settlement, including reviewing and editing the draft documents, working to ensure that the Court's concerns were appropriately addressed, and that CSC made all of the concessions that it reasonably could. (*Id.*; Karnuth Decl. ¶¶ 9–11.)

After the Plaintiffs filed their Motion for Preliminary Approval of the Amended Settlement and a dozen appendices and exhibits, the Court held a preliminary approval hearing. At the hearing, Class Counsel walked the Court through the improvements in the Amended Settlement, the relief that it provides, and an overview of the notice program. (Richman Decl. ¶ 16; Karnuth Decl. ¶ 12.) The Court took particular interest in reviewing the notice documents that were to be sent to class members, suggesting changes to make in the language to ensure that the relief was described to Settlement Class Members in the clearest terms possible. At the conclusion of the hearing, the Court certified the Settlement Class for settlement purposes, preliminarily approved the Amended Settlement, and ordered that Amended Notice be disseminated to the Settlement Class. (*See* Oct. 25, 2021 Preliminary Approval Order.)

2. Carrying Out the Amended Settlement's Terms.

Pursuant to the Court's Preliminary Approval Order, Class Counsel has worked with CSC to effectuate its terms. Specifically, Class Counsel has ensured that Amended Notice went out to the Settlement Class as called for. (Richman Decl. ¶ 17; Karnuth Decl. ¶ 13.) Following the Amended Notice's dissemination, Class Counsel and their staff have spoken with numerous Settlement Class Members regarding the Amended Settlement, the benefits it secures, and how they can obtain relief pursuant to it. (*Id.*) Class Counsel has also helped ensure that Settlement

Class Members have access to important case documents and have helped them to submit claim forms both electronically and through the mail. (*Id.*) Class Counsel anticipates expending significant additional attorney and staff time to see this matter through final approval and distribution of relief to the Settlement Class. (*Id.*) Class Counsel must still draft a final approval motion, prepare for and attend the Final Approval Hearing, contend with any objections that are filed, and handle any issues related to the administration of the Amended Settlement. (*Id.*)

D. The Amended Settlement Secures Exceptional Relief for the Settlement Class.

The complete relief to the Settlement Class obtained under the Amended Settlement is detailed exhaustively in Appendix B to Plaintiffs' Motion for Preliminary Approval. Instead of repeating that explanation verbatim, the below chart highlights the Amended Settlement's key terms and the relief it secures, including citations to its relevant sections.

Settlement Term	Definition
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.
Settlement Payments (<i>Id.</i> § 2.1.)	Check for 50% of Settlement Class Member's share of Administrative Fee paid with valid Claim Form.
Suspension of Administrative Fee (<i>Id.</i> § 2.2.)	Suspension of the Administrative Fee on any lease originally in effect on May 1, 2017 with valid Claim Form.
Rate Freeze (<i>Id.</i> § 2.3.)	Every Settlement Class Member entitled to Administrative Fee rate freeze of 2 years at 9.75%, no Claim Form necessary.
Forgiveness of Outstanding Debts (<i>Id.</i> §§ 2.5, 3.)	Forgiveness of \$200 million in uncompensated expenses and other alleged deficits.
Future Administrative Fee Disclosures (<i>Id.</i> § 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.

Settlement Administration and Costs (<i>Id.</i> §§ 1.25, 1.26.)	KCC, an outside claims administrator, is overseeing administration of the Amended Settlement, and Supplemental Notice costs are paid by CSC separately.
Payment of Attorneys' Fees, Costs, and Incentive Awards (<i>Id.</i> §§ 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 (now \$6.5 million) and \$5,000 for each Plaintiff as an incentive award.
Mutual Releases of Liability (<i>Id.</i> § 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.

III. THE REQUESTED ATTORNEYS' FEES AND EXPENSES ARE REASONABLE AND CAN APPROPRIATELY BE APPROVED

Class Counsel took this case on a contingent basis. Now that Class Counsel has achieved the exceptional results that they did for the Settlement Class, they respectfully request compensation of \$6.5 million. As this will be paid separately from the total financial relief available to Settlement Class Members, this amounts to approximately 28% of the Settlement's total monetary component of \$23.2 million—the \$6.5 million fee request plus the approximately \$16.7 million made available to Settlement Class Members representing half of their share of the Administrative Fee. This is well below the percentage-fee awards in similar class action cases. This is especially true in light of Class Counsel's significant uncompensated outlay of time to date bringing the litigation and negotiating the Settlement.

A. Percentage-of-the-Recovery Should be Used to Determine Fees Here.

Illinois adopted the “common fund doctrine” for the payment of attorneys' fees in class action cases. *See, e.g., Wendling v. S. Ill. Hosp. Servs.*, 242 Ill. 2d 261, 265 (2011). “The doctrine provides that a litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as a whole.” *Id.* at 265 (internal quotations omitted). The basis of the doctrine is the equitable principle that

“successful litigants would be unjustly enriched if their attorneys were not compensated from the common fund created for the litigants’ benefit.” *Brundidge v. Glendale Fed. Bank F.S.B.*, 168 Ill. 2d 235, 238 (1995). Consequently, this approach “spreads the costs of litigation proportionately among those who will benefit from the fund.” *Id.* (citing *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980)).

This doctrine applies to “constructive” common funds that exist when—as here—a maximum amount of potential claims and fees are fixed. *See In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 943 (9th Cir. 2011) (“embrac[ing] the constructive common fund approach” and recognizing the “economic reality” that a common fund exists even if amount available for settlement and attorneys’ fees are nominally separate); *Nwabueze v. AT & T Inc.*, No. C 09-01529 SI, 2013 WL 6199596, at *11 (N.D. Cal. Nov. 27, 2013) (“Where, as here, a settlement does not create a common fund from which to draw, . . . [the court] may analyze the case as a “constructive common fund” for fee-setting purposes.”); *MANUAL FOR COMPLEX LITIG.* § 21.7 (4th ed. 2008) (“If an agreement is reached on the amount of a settlement fund and a separate amount for attorney fees ... the sum of the two amounts ordinarily should be treated as a settlement fund for the benefit of the class.”). Importantly, a segregated, discrete pool of money is not required to award fees based on the common fund. *Morris B. Chapman & Assocs., Ltd. v. Kitzman*, 193 Ill. 2d 560, 575 (2000) (“The existence of a full, segregated fund within the court’s control is not a universal prerequisite to application of the common fund doctrine.”); *Scholtens v. Schneider*, 173 Ill. 2d 375, 386 (1996) (common fund doctrine “applies generally to all funds created, increased or preserved by a party in which others have an ownership interest”).

To calculate the amount of the constructive common fund against which to compare the fee request, one adds together all potential costs of the settlement—including the potential

monetary benefit to class members and attorneys’ fees—to determine “the total amount defendant[was] willing to spend to settle the case.” See *In re Bluetooth*, 654 F.3d at 945; *In re Sw. Airlines Voucher Litig.*, 898 F.3d 740, 745 (7th Cir. 2018) (“Fee awards for class counsel are part of a constructive common fund because they are a benefit to the class.”); *Nwabueze*, 2013 WL 6199596, at *11 (“To calculate appropriate attorneys’ fees under the constructive common fund method, the Court should look to the maximum settlement amount that could be claimed.”); *Wolfe v. TCC Wireless, LLC*, No. 16 C 11663, 2018 WL 11215318, at *3 (N.D. Ill. Mar. 12, 2018) (assessing reasonableness of fee award based on gross amount of settlement fund, including fees). Here, adding Class Counsel’s request for \$6.5 million in attorneys’ fees to the approximately \$16.7 million that represents the share of Administrative Fees that Settlement Class Members can claim, the total constructive fund amounts to approximately \$23.2 million.⁷

In determining the amount of a reasonable fee award in this constructive common fund case, this Court has discretion to apply one of two methods: percentage-of-the-recovery or lodestar. *Brundidge*, 168 Ill. 2d at 243–44. Under the percentage-of-the-recovery approach, as the name suggests, a reasonable attorneys’ fee is awarded “based upon a percentage of the amount recovered on behalf of the plaintiff class.” *Id.* at 238. Under the lodestar approach, on the other hand, a fee award is determined by taking the reasonable value of the services rendered (based on the hours devoted to the matter by class counsel) and increasing that amount by “a weighted multiplier representing the significance of other pertinent considerations,” such as the contingent nature of the litigation, its complexity, and the benefit conferred upon class members. *Id.* at 239–40.

While the Court has discretion, the lodestar method has been roundly criticized as

⁷ Plaintiffs are not adding the costs associated with providing the Amended Notice to this constructive fund as a basis for their request, even though it is arguably a benefit to the Settlement Class.

“increas[ing] the workload of an already overtaxed judicial system, ... creat[ing] a sense of mathematical precision that is unwarranted in terms of the realities of the practice of law, ... le[ading] to abuses such as lawyers billing excessive hours, ... not provid[ing] the trial court with enough flexibility to reward or deter lawyers so that desirable objectives will be fostered, ... [and being] confusing and unpredictable in its administration.” *Ryan*, 274 Ill. App. 3d at 923 (summarizing findings of a Third Circuit task force appointed to compare the respective merits of the percentage-of-the-recovery and lodestar methods); *see also Brundidge*, 168 Ill. 2d at 242–43 (criticizing lodestar method because “[e]valuating the hours actually expended is a laborious, burdensome, and time-consuming task that may be biased by hindsight[,]” and “[t]he risk multiplier is little short of a wild card in the already uncertain game of assessing fees under the lodestar calculation.”).

Applying the percentage-of-the-recovery approach to Class Counsel’s request for fees thus makes the most sense for this case given the constructive common fund structure, in which CSC is making available to Settlement Class Members half of their share of the Administrative Fees. Unsurprisingly, this method has long been used to determine a reasonable fee award in similar class action settlements in Illinois. *See, e.g., Ryan*, 274 Ill. App. 3d at 925 (approving of percentage-of-fund method used in class settlement of breach of contract action). Consequently, this Court should have no hesitation in using its discretion to apply the percentage-of-the-recovery method here.⁸ *Id.* (“The circuit court did not abuse its discretion in determining attorneys’ fees based upon percentage rather than lodestar analysis.”).

⁸ The Court need not “cross-check” the reasonableness of the fee award as determined by the percentage method against the fee award calculated using the lodestar method. *Shaun Fauley, Sabon, Inc. v. Metro. Life Ins. Co.*, 2016 IL App (2d) 150236, ¶ 59. However, should the Court request, Class Counsel is more than willing to provide their lodestar and the relevant case law on the reasonableness of the figures and the application of an appropriate risk multiplier.

B. 28% Is a Reasonable Fee Award Here.

The 28% fee request falls well below the range of typical fee awards in Illinois. Under Illinois law, “an attorney is entitled to an award from the fund for the reasonable value of his or her services.” *Ryan*, 274 Ill. App. 3d at 922. As discussed above, the reasonableness of the request is assessed against the total constructive fund, including the attorneys’ fees to be deducted. *See, e.g., In re Bluetooth*, 654 F.3d at 945; *In re Sw. Airlines Voucher Litig.*, 898 F.3d at 745; *Nwabueze*, 2013 WL 6199596, at *11; *Wolfe*, 2018 WL 11215318, at *3; *Shaun Fauley*, 2016 IL App (2d) 150236, ¶ 58; *Zepeda v. Kimpton Hotel & Rest.*, No. 2018-CH-02140 (Cir. Ct. Cook Cnty. Dec. 5, 2018). Here then, the denominator for purposes of assessing the fee award amounts to approximately \$23.2 million (representing the requested fee plus the total approximate amount in recovery available to Settlement Class Members). Class Counsel’s fee request of \$6.5 million is 28% of that amount. Illinois Courts commonly award much higher percentages of funds than the 28% requested here. *See, e.g., Kolinek v. Walgreen Co.*, 311 F.R.D. 483, 503 (N.D. Ill. 2015) (awarding 36% of fund); *Zepeda*, No. 2018-CH-02140 (Cir. Ct. Cook Cnty. Dec. 5, 2018) (awarding 40% of fund); *Willis, et al. v. iHeartMedia, Inc.*, No. 2016 CH 02455 (Cir. Ct. Cook Cnty., Ill. June 24 and Aug. 11, 2016) (Atkins, J.) (awarding 40% of common fund); *see also Koszyk v. Country Fin. a/k/a CC Servs., Inc.*, No. 16 CIV. 3571, 2016 WL 5109196, at *4 (N.D. Ill. Sept. 16, 2016) (“Plaintiffs’ request for one-third of the settlement in attorneys’ fees is consistent with the market in the Northern District of Illinois.”); Herbert Newberg & Alba Conte, *Newberg on Class Actions* § 15.83 (William B. Rubenstein ed., 5th ed.) (noting that, generally, “50% of the fund is the upper limit on a reasonable fee award from any common fund”). Accordingly, the requested award is more than appropriate.

Additionally, the non-monetary benefits created by a class action settlement are properly

considered for purposes of determining fees. *See Hall v. Cole*, 412 U.S. 1, 5 n.7 (1973) (noting that the common fund doctrine “must logically extend, not only to litigation that confers a monetary benefit on others, but also to litigation ‘which corrects or prevents an abuse which would be prejudicial to the rights and interests’ of those others”) (internal citation omitted); *Schulte v. Fifth Third Bank*, 805 F. Supp. 2d 560, 599 (N.D. Ill. 2011) (“It must be remembered that Class Counsel’s fee award is much less than one-third of the Class’s total recovery once the value of the prospective relief is taken into account. Where a settlement includes substantial affirmative relief, such relief must be considered in evaluating the overall benefit to the class.”) (collecting citations). The wiping away of at least \$197.5 million in potential claims against the Class, claims that CSC has not been afraid to assert, provides additional substantial relief here. The other prospective relief is likewise significant: CSC is precluded from raising its Administrative Fee rates for the next two years, is precluded from charging the Administrative Fee outright for eligible Settlement Class Members and must explicitly state the existence and application of the Administrative Fees in future leases. This additional relief further underscores that Class Counsel’s requested award of 28% of the common fund is reasonable and “equitably compensates counsel for the time, effort, and risks associated with representing the plaintiff class.” *Brundidge*, 168 Ill. 2d at 244.

Besides falling within the range of typical fee awards, the 28% requested here is further justified—as explained below—in light of both (1) the risk Class Counsel undertook in pursuing this litigation on a contingency basis, and (2) the excellent relief it ultimately obtained for the Settlement Class. *See Ryan*, 274 Ill. App. 3d at 924 (affirming district court’s attorneys’ fee award due to the “extreme contingency risk” of pursuing the litigation).

1. This case presented serious obstacles to recovery, and Class Counsel litigated the case mindful of the possibility that the Class might recover nothing.

Class Counsel accepted this litigation on a contingent-fee basis, fronting costs and expenses, foregoing other work, and accepting the risk that should they be ultimately unsuccessful they would receive no compensation for their work. (Richman Decl. ¶ 19.) Although these risks are inherent in any contingent-fee litigation, class actions especially, they were particularly acute here. Litigating these claims on a nationwide basis meant addressing years' worth of different contract language with a variety of choice-of-law and choice-of-venue provisions, among other material language differences, any of which threatened to preclude the Settlement Class as a whole from receiving meaningful relief. Of course, Class Counsel remains confident in the merits of Plaintiffs' case, but they recognize that there were hurdles in the way of securing recovery through continued litigation.

Most immediately, that the Court would adversarially certify a breach of contract class on a nationwide basis was far from guaranteed. *See, e.g., In re Bridgestone/Firestone, Inc.*, 288 F.3d 1012, 1017–18 (7th Cir. 2002) (decertifying nationwide breach of contract class). CSC's acquisition of its competitors meant it used many versions of contracts with different terms, including different terms related to the profit-sharing split, what fees were allowably deducted, choice-of-venue clauses, choice-of-law clauses, and the requirement to notify CSC of a breach so that it had an opportunity to cure. While any one of these elements threatened class certification, this latter example of the presence of a notice-and-cure provision in some contracts, prevented the *MJM Visions* case even from moving beyond the motion to dismiss stage. *See MJM Visions v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452, 2019 WL 2451936, at *3 (E.D.N.Y. June 12, 2019). Without the Settlement, CSC would have another argument against nationwide class

certification: that without general jurisdiction over CSC, the Court cannot adjudicate the claims of non-Illinois class members. *See DeBernardis v. NBTY, Inc.*, No. 17 C 6125, 2018 WL 461228, at *2 (N.D. Ill. Jan. 18, 2018) (dismissing nationwide class claims).

Class Counsel would also have had to contend with cases like *Bristol-Myers Squibb v. Superior Court of California, San Francisco County*, 137 S. Ct. 1773, 1781 (2017), 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, which CSC would argue precludes nationwide certification in Illinois. While courts across the country have differed in applying *Bristol-Myers* 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*, 2018 WL 461228, at *2 (dismissing nationwide class claims). Such a finding 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 relief.

Had Class Counsel achieved adversarial class certification, there was no assurance that they would have succeeded on the merits. For example, the profit-sharing provisions of the leases did allow CSC to deduct certain expenses. Some versions of the leases even explicitly mentioned "administrative fees" as an allowable deduction while others described generally the deduction of "all applicable fees and/or taxes." (*See, e.g.,* Group Exhibit 2 to Plaintiffs' Motion for Preliminary Approval (reflecting such language in the revenue-sharing provisions in exemplar lease agreements).) CSC would thus argue that there was no breach of contract. Plaintiffs would contend that the newly enacted Administrative Fee fell outside the bounds of the

profit-sharing provisions, but there would be no clear victory. At best, these arguments would be used to narrow the nationwide class and leave affected landlords with nothing. Any win on this front would likely embolden CSC to continue to seek recovery from Settlement Class Members for these historical charges, claims that CSC is now waiving in the Amended Settlement.

If Class Counsel and the Settlement Class lost on any of these issues—either at the class certification stage, on the merits, or on appeal—years of extensive litigation would have been for naught. In that light, the many risks Class Counsel faced combine to further support a finding that the requested attorneys’ fees and expenses here are exceedingly reasonable. *See Ryan*, 274 Ill. App. 3d at 924.

2. Class Counsel achieved significant relief for the Settlement Class.

Given the significant risks outlined above, coupled with the real possibility that the Settlement Class would recover nothing at all, the relief secured by Class Counsel is exceptional. As explained in Plaintiffs’ Motion for Preliminary Approval, the relief is multi-faceted, including monetary relief—50% of the total possible recovery at trial—and prospective relief—suspension of the Administrative Fee, a rate freeze, express disclosures regarding the Fee, and CSC’s waiver of nearly \$200 million in potential counterclaims. (*See* Section II.D, *infra*.)

Most importantly, the Amended Settlement allows Settlement Class Members to get back half (50%) of their share of the Administrative Fees they paid by sending in a simple claim form. That such a high percentage of the Settlement Class’s actual damages stands to be repaid to them now, without the time and risks attendant to trial and appeals, is outstanding. *See Schulte*, 805 F. Supp. 2d at 583 (approving settlement creating fund worth 10% of class’s actual damages and collecting similar cases); *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); *Mars Steel Corp. v. Cont'l Ill. Nat'l Bank & Tr. Co. of Chicago*, 834 F.2d 677, 682 (7th Cir. 1987) (finding settlement of ten percent of the total damages at trial adequate). And Settlement Class Members eligible to have the Administrative Fee suspended secure even more monetary relief as a result of the Amended Settlement—they get to keep money in their pocket for the remainder of their lease that would otherwise be collected by CSC.

In addition, forgiveness of nearly \$200 million in claims that CSC allegedly holds against Settlement Class Members (and that it hasn't shied away from filing) stemming from their alleged failure to reimburse CSC for expenses accrued in providing them laundry services means they no longer face the threat of future litigation to recoup outstanding funds. CSC argues that it is entitled to up to \$45.5 million from Settlement Class Members that were given a monthly minimum balance even when their machines' net income was nothing, or otherwise did not warrant any payment. CSC further claims that it is entitled to \$152 million in uncompensated expenses that CSC incurred in connection with its provision of laundry services to Settlement Class Members. As happened to RBB2, CSC has regularly responded to lawsuits about Administrative Fees by asserting counterclaims seeking to recover these expenses from Settlement Class Members. Whether or not these counterclaims are ultimately successful, defending them is expensive and adds to the risk of Class Members' continuing to litigate against CSC. *Cf. W. Va. v. Chas. Pfizer & Co.*, 314 F. Supp. 710, 743-44 (S.D.N.Y. 1970) ("It is known from past experience that no matter how confident one may be of the outcome of litigation, such confidence is often misplaced."). Because of the Settlement, Settlement Class Members obtain relief while avoiding any risk that CSC will sue them for those expenses. Even discounting CSC's \$197.5 million in counterclaims on the assumption that they had only a 5% chance of

success, that still results in an expected value of almost \$10 million to the Class on top of the other significant relief. *Cf. Mars Steel Corp*, 834 F.2d at 682 (Posner, J.) (considering expected value of claim in determining fairness of settlement). While Class Counsel does not ask the Court to base its fee request directly on that number, this relief further supports the reasonableness of the request.

The prospective relief is also significant in that it places limits on the rates of Administrative Fees that CSC can charge in the future, should it continue to assess the Administrative Fee. *See Hall*, 412 U.S. at 5 n.7 (noting, again, that the common fund doctrine “must logically extend, not only to litigation that confers a monetary benefit on others, but also litigation which corrects or prevents an abuse which would be prejudicial to the rights and interests of those others.”) (internal citation omitted). The reality is that these types of fees are becoming ubiquitous in the commercial services industry, and lawsuit or no lawsuit, every laundry customer is likely to have to start paying them. *See, e.g., Surcharge, Waste Management*, <https://www.wm.com/location/missouri/deffenbaugh/surcharge.jsp>; *Administrative Fee, Iron Mountain*, <https://www.ironmountain.com/support/how-it-works/records-management/glossary>; *What are the Top Sources of Ancillary Income?*, Multifamily Insiders, <https://www.multifamilyinsiders.com/multifamily-blogs/what-are-the-top-sources-of-ancillary-income>. But while CSC’s competitors are free to charge whatever they’d like in Administrative Fee analogues, the Amended Settlement ensures that CSC’s Administrative Fee rates are constrained for at least two years following final approval at the current rate. This provides Settlement Class Members both certainty and a competitive edge when choosing their laundry service provider. And CSC must expressly disclose the existence of and application of the Administrative Fees in all new contracts or amendments going forward, meaning that Settlement

Class Members will now be informed about how the Administrative Fee is being used and how it relates to Settlement Class Members' contracts and properties.

Ultimately, the monetary and prospective relief recovered on behalf of the class under this Settlement warrants approving the requested 28% of the Amended Settlement's monetary benefits as attorneys' fees as reasonable.

IV. THE COURT SHOULD APPROVE THE REQUESTED INCENTIVE AWARD

The Settlement also provides for an incentive award of \$5,000 to each Plaintiff for serving as Class Representatives. Incentive awards are appropriate in class actions because a class representative's efforts benefit absent class members and serve to encourage the future filing of beneficial litigation. *GMAC Mortg. Corp. of Pa. v. Stapleton*, 236 Ill. App. 3d 486, 497 (1st Dist. 1992).

Here, Plaintiffs' participation was critical to the case's ultimate resolution. Plaintiffs' willingness to commit significant time to this litigation and undertake the responsibilities involved in representative litigation resulted in a substantial benefit to the Settlement Class and fully justifies the requested incentive award. (*See* Richman Decl. ¶¶ 21–24.) This is particularly true given their status as small, independent businesses, which had to make time to stay involved in these actions—including by assisting in discovery and litigation and reviewing and commenting on the proposed Amended Settlement. (*Id.*) Further, they risked backlash for attaching their names to these cases. As explained above, CSC's status as one of the country's largest laundry machine service providers would have left them with few options should CSC have retaliated (and in RBB2's case, CSC did file counterclaims, which it was forced to defend against). In exchange for these services, Plaintiffs' requested incentive awards are eminently reasonable: \$5,000 for each Plaintiff is a modest request compared to awards made by courts in

Illinois and elsewhere, including in consumer protection cases, especially given that the requested awards will not reduce the amounts paid to Settlement Class Members. *See Spano v. Boeing Co.*, No. 06-cv-743-NJR-DGW, 2016 WL 3791123, at *4 (S.D. Ill. Mar. 31, 2016) (approving incentive awards of \$25,000 and \$10,000 for class representatives); *Svagdis v. Alro Steel Corp*, No. 2017-CH-12566 (Cir. Ct. Cook Cnty. Jan. 14, 2019) (granting \$5,000 incentive award in BIPA case); *Warciak v. One*, No. 2018-CH-06254 (Cir. Ct. Cook Cnty.) (granting \$5,000 incentive award in TCPA case); *Ryan*, 274 Ill. App. 3d at 917 (noting that the trial court had awarded \$10,000 incentive awards to each of two plaintiffs); Theodore Eisenberg & Geoffrey P. Miller, *Incentive Awards to Class Action Plaintiffs: An Empirical Study*, 53 UCLA L. Rev. 1303 (2006) (finding that “[t]he average award per class representative was \$15,992”). Plaintiffs’ request is more than in line with other incentive awards and should be granted.

V. CONCLUSION

For the foregoing reasons, Plaintiffs respectfully request that the Court enter an Order (1) granting Class Counsel’s request for an award of attorneys’ fees and expenses in the amount of \$6,500,000; (2) awarding each Plaintiff a \$5,000 incentive award; and (3) 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: December 6, 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 W. Grant Place
Chicago, Illinois 60614
Tel: 312.419.1100
Firm ID: 54327

Class Counsel

CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on December 1, 2021 at Chicago, Illinois, I filed **Plaintiffs' Memorandum of Law in Support of Motion for Attorneys' Fees and Incentive Awards** by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon the Parties' counsel of record using the Odyssey File & Serve Electronic Filing System.

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

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 14

FILED
12/6/2021 9:21 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319
Calendar, 14
15843733

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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.

Date: 9/24/2021

1050 West Columbia Condominium Association

By: (signature) Michael R. Jones
Its: Association President
Name: (printed) Michael R. Jones

Date: _____

RBB2, LLC

By: (signature) _____
Its: _____
Name: (printed) _____

Date: _____

MJM Visions, LLC

By: (signature) _____
Its: _____
Name: (printed) _____

Date: _____

Kay-Kay Realty, Corp.

By: (signature) _____
Its: _____
Name: (printed) _____

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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) _____

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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) _____

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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

1050 West Columbia Condominium Association

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

RBB2, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

MJM Visions, LLC

Date: _____

By: (signature) _____

Its: _____

Name: (printed) _____

Kay-Kay Realty, Corp.

9/24/2021
Date: _____

By: (signature) DAVID KOTIN

Its: Managing agent

Name: (printed) DAVID KOTIN

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

Date: 9/24/2021

Edelson PC

By: (signature) 

Name: (printed) Benjamin H. Richman

Date: _____

Law Offices of Michael R. Karnuth

By: (signature) _____

Name: (printed) _____

Date: _____

Edward M. Burnes, Attorney at Law

By: (signature) _____

Name: (printed) _____

Date: _____

CSC ServiceWorks, Inc.

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Shook, Hardy & Bacon LLP

By: (signature) _____

Name: (printed) _____

Date: _____

Edelson PC

By: (signature) _____

Name: (printed) _____

Date: 9/24/21

Law Offices of Michael R. Karnuth

By: (signature) Michael R. Karnuth

Name: (printed) Michael R. Karnuth

Date: 9/24/21

Edward M. Burnes, Attorney at Law

By: (signature) Edward M. Burnes

Name: (printed) Edward M. Burnes

Date: _____

CSC ServiceWorks, Inc.

By: (signature) _____

Its: _____

Name: (printed) _____

Date: _____

Shook, Hardy & Bacon LLP

By: (signature) _____

Name: (printed) _____

Edelson PC

Date: _____

By: (signature) _____

Name: (printed) _____

Law Offices of Michael R. Karnuth

Date: _____

By: (signature) _____

Name: (printed) _____

Edward M. Burnes, Attorney at Law

Date: _____

By: (signature) _____

Name: (printed) _____

CSC ServiceWorks, Inc.

Date: 9/23/21

By: (signature) 

Its: SECRETARY

Name: (printed) CHRIS MAXIE

Shook, Hardy & Bacon LLP

Date: 9/23/21

By: (signature) 

Name: (printed) PAUL A WILLIAMS

Exhibit A

CSC ADMINISTRATIVE FEE AMENDED SETTLEMENT CLAIM FORM

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

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

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

Street Address:* _____
City:* _____ State:* _____ Zip Code:* _____
Account Name, as listed in the Notice sent to you: _____
Account Number, as listed on the Notice sent to you: _____
Payee Number, as listed on the Notice sent to you: _____

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

Street Address:* _____
City:* _____ State:* _____ Zip Code:* _____
Email Address:* _____
Contact Phone #:* (_____) _____ - _____ (You may be contacted by email or telephone if further information is required.)

*Required Information

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

Street Address: _____
City: _____ State: _____ Zip Code: _____
Email Address: _____
Contact Phone #:* (_____) _____ - _____ (You may be contacted by email or telephone if further information is required.)

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

Signature: _____ Date: ____/____/____

Print Name: _____

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

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

Exhibit B

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit C

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

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

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

What Can I Get?

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

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

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

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

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

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

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

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

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

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

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

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 14

FILED
12/6/2021 9:21 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319
Calendar, 14
15843733

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

Exhibit 2

**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

**DECLARATION OF BENJAMIN H. RICHMAN IN SUPPORT OF PLAINTIFFS’
MOTION FOR ATTORNEYS’ FEES, EXPENSES, AND INCENTIVE AWARDS**

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 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.

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois, and am managing partner of Edelson PC’s Chicago office. I am entering this Declaration in Support of Plaintiffs’ Motion for Attorneys’ Fees, Expenses, and Incentive Awards. This declaration is based upon my personal knowledge unless otherwise indicated. If called upon to testify as to the matters herein stated, I could and would competently do so.

Litigation and Work Performed for the Settlement Class's Benefit

2. In December 2017, my firm first began litigating against Defendant CSC ServiceWorks, Inc. (“CSC”) on behalf of clients alleging that they had been charged an “Administrative Fee” that was not permitted under their laundry lease agreements.¹ These lawsuits were all putative class actions, including some seeking to represent a nationwide class of CSC customers who had been charged the alleged extra-contractual fee.

3. Since the outset, my firm actively litigated these cases. For example, we briefed motions to dismiss in two cases, *RBB2, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-00915 (E.D. Cal.), and *MJM Visions, LLC v. CSC ServiceWorks, Inc.*, No. 1:18-cv-04452. In *RBB2*, we defeated CSC’s bid to dismiss Plaintiff’s breach of contract claim. Ultimately, CSC filed its answer in that case and asserted a counterclaim, arguing that Plaintiff RBB2, LLC had breached the Parties’ agreement by failing to pay what it owed for its laundry services. My firm moved to dismiss the counterclaim on Plaintiff RBB2, LLC’s behalf, which the court granted in full.

4. Shortly after the first of these lawsuits was filed, while Plaintiffs’ counsel was still litigating the cases in parallel, CSC made clear its desire to settle on an individual basis. This included an attempt to issue a direct payment to individual Plaintiffs to moot their claims. These Plaintiffs were unwilling to accept individual settlements, and instead sought to reach a global settlement on behalf of all similarly situated CSC customers.

5. To this end, in mid-2018, and while litigation was continuing, my firm sent a proposed framework of a class-wide settlement to CSC for its consideration. Notwithstanding its then-apparent desire to reach individual settlements with the various plaintiffs litigating against it across the country, CSC indicated a willingness to explore a class-wide resolution and

¹ Unless otherwise specified, all capitalized terms are defined in the Parties’ Stipulation of Class Action Settlement (the “Amended Settlement”).

discussions began in earnest. Over the next several months, the Parties explored various concepts and modifications to our original proposal.

6. Throughout the course of litigation, the Parties exchanged significant formal and informal discovery. This included thousands of pages of discovery provided in connection with the *RBB2, LLC* action. This provided us, among other information, a nationwide overview of the lease structures that CSC and its predecessors used around the country, which allowed us to determine the overlap and differences between the various form leases, the types of choice-of-law and choice-of-venue provisions that appeared, and how the revenue sharing provisions were set up. This production also contained internal CSC documents surrounding the Administrative Fee's beginnings. The Parties also exchanged informal discovery that demonstrated the size and composition of the Settlement Class, the amounts in Administrative Fees that were charged and collected by CSC, the amounts that CSC claimed it was owed by Settlement Class Members, and the payment systems that CSC used to calculate and process the deductions to rent payments. Regarding CSC's payment systems, Edelson PC's technical team worked with CSC to understand how its accounting software worked, and how it could be used to track and automatically repay amounts of Administrative Fees that were charged to Settlement Class Members, or to process any waivers of fees allegedly owed by Settlement Class Members. This information allowed us to discuss, evaluate, and ultimately reach the Amended Settlement before the Court.

7. During this time, the Parties' counsel held several in-person meetings, including with representatives from CSC's leadership team, and participated in dozens of phone calls to discuss different elements of the proposals. After these months of negotiations and discussions, and after receiving and reviewing the information listed above, the Parties reached a tentative

agreement on the overall structure of a class-wide settlement. However, a binding agreement was not signed, as a resolution could not be reached on several key details.

8. To continue progressing towards a settlement, the Parties agreed to schedule a mediation with the Hon. James F. Holderman, (ret.), the former Chief Judge for the Northern District of Illinois, now a private mediator at JAMS Chicago. To prepare for this mediation, we provided Judge Holderman with briefing regarding the remaining issues between the Parties, along with a full overview of briefing that had taken place in Administrative Fee litigation around the country. We also provided Judge Holderman a copy of a working term sheet that contained both the agreed-upon details of a potential settlement, and those terms on which agreement had not yet been reached. After providing this information, we participated in several pre-mediation phone calls with Judge Holderman to discuss these materials, the claims at issue, the work that had been done in the cases at that point, the litigation landscape regarding the claims, and the progress toward a resolution.

9. On July 10, 2019, we attended an in-person mediation with Judge Holderman. The mediation lasted a full day, with Judge Holderman facilitating multiple rounds of back-and-forth negotiations. Eventually, the Parties were able to reach agreement on the outstanding points and signed a binding term sheet memorializing the agreement's key terms and structure that evening. Over the next three months, my firm worked to negotiate the final drafts of what would become the initial settlement.

10. This process also involved reaching out to other plaintiffs' counsel litigating Administrative Fee claims against CSC in an effort to include them in the settlement process before a written agreement had been finalized or presented to the Court. This included, for example, counsel for Plaintiff 1050 West Columbia Condominium Association ("1050 West").

1050 West's counsel was provided information surrounding the initial, including key discovery, as well as drafts of the initial settlement documents. They were invited to review and comment on these documents, and they provided substantive edits that were included in the initial settlement presented to this Court. Ultimately, 1050 West and its counsel decided to join the initial settlement.

11. After the Court granted preliminary approval to the initial settlement, we worked to make sure that notice was sent out pursuant to its terms, communicated with class members about it, prepared and filed final approval papers, and defended the settlement from attack by objectors.

12. Over the next year and a half, I attended several hearings in which the Court asked about particular aspects of the original settlement, including the relief it provided and its notice program. The Parties listened to these concerns and decided to explore how they might further address the Court's questions and improve upon the original settlement. To that end, we returned to the negotiating table with the aim of creating a simpler, clearer, settlement that included even more relief for Settlement Class Members.

13. Given his familiarity with the case and involvement in reaching the initial settlement, we reached out Judge Holderman to secure his assistance. While Judge Holderman already knew the case's key legal issues and arguments, we brought him up to speed on the Court's views of the initial settlement and the questions it had asked by sending transcripts for the hearings that transpired over the year. We then held several conference calls with him to discuss these issues. We also shared with him draft edits to the settlement, including points of agreement and disagreement on how the settlement could be best updated.

14. Having shared all of this with Judge Holderman, the Parties, along with a representative from CSC, met for two Zoom mediations with Judge Holderman on August 25 and September 16, 2021. During these mediations, we suggested certain improvements to the initial settlement, including that CSC should commit to repaying half of landlords' share of the Administrative Fee and that CSC should stop charging the Administrative Fee on any leases originally existing in May 2017 that were still in effect. After the first mediation, CSC promised to look into the feasibility of these proposals, and ultimately agreed in principle to this relief. The Parties informed Judge Holderman of this development, but nevertheless returned to a second mediation to discuss how to best present this relief to Settlement Class Members. They spent the session working with Judge Holderman to draft language that clearly and concisely captured the benefits of what would ultimately become the Amended Settlement.

15. Following the mediations, the Parties spent several more weeks reviewing and finalizing the documents that would comprise the Amended Settlement. As with the initial settlement, 1050 and its counsel remained involved, providing assistance and input in finalizing the Amended Settlement. This included reviewing and editing the draft documents, working to ensure that the Court's concerns were appropriately addressed, and that CSC had made all of the concessions that it reasonably could.

16. After filing Plaintiffs' Motion for Preliminary Approval of the Amended Settlement, I attended a hearing on the motion, where I and my colleagues walked the Court through the improvements in the Amended Settlement, the relief it provides, and an overview of the Amended Notice program. At the conclusion of that hearing, the Court preliminarily approved the Amended Settlement.

17. Since preliminary approval was granted, we have worked to ensure that Amended Notice was sent out, including fielding dozens of calls per day, speaking with numerous Settlement Class Members about the Amended Settlement, the benefits it secures, and how they can obtain relief under it. We have ensured that Settlement Class Members have access to important case documents and have helped them to submit claim forms both electronically and through the mail. In light of these efforts, we reasonably anticipate expending significant additional attorney and staff time to see this matter through final approval and the distribution of relief to the Settlement Class. This includes not only further communications with Settlement Class Members but also, for example, drafting a final approval motion, preparing for and attending the Final Approval Hearing, contending with any objections that are filed, and handling any other matters related to the administration of the Amended Settlement.

The Amended Settlement's Benefits in Light of the Risks of Non-Recovery

18. The detailed terms of the Amended Settlement are set forth both in Plaintiffs' briefing and the Amended Settlement itself, and thus I don't repeat them in detail here. But in short, if approved, the Amended Settlement allows Settlement Class Members to get half of their share of the Administrative Fees that they paid back, bars CSC from collecting the Administrative Fee from eligible accounts, and sets limits for the next two years on what CSC can charge in Administrative Fees. The Amended Settlement also secures the release of \$197.5 million in claims that CSC allegedly has (and has demonstrated a willingness to bring) against Settlement Class Members related to their underpayment on laundry lease contracts. And, importantly, the Amended Settlement requires CSC to implement new disclosures regarding the Administrative Fee, including what it is being used to fund.

19. This relief was secured in the face of the very real risks that Plaintiffs would not prevail in the litigation, or that they would not be able to successfully certify a nationwide class. Class Counsel accepted this litigation on a contingent fee basis, fronting costs and expenses, foregoing other work, and accepting the risk that should we ultimately be unsuccessful at any stage of the litigation, we would receive no compensation for our work.

20. To date, my firm has incurred a total of \$31,731.13 in hard costs for filing fees, postage costs, and mediation expenses that were not guaranteed to be reimbursed either. We are not, however, seeking reimbursement of these expenses separate and apart from our request for an award of reasonable attorneys' fees and expenses.

Plaintiffs' Efforts in the Litigation

21. Finally, I am of the opinion that each Plaintiff in this action dutifully represented the interests of the Settlement Class in this case and was instrumental in securing the Amended Settlement.

22. Throughout the pendency of the CSC Administrative Fee litigation, each Plaintiff played an active role as Class Representative. These efforts included: reviewing pleadings and other documents filed with the courts involved in these cases; providing information regarding CSC and their business relationships with the company; participating in the discovery process as needed; and staying in regular communication with their counsel regarding the status of the proceedings, settlement negotiations and the like. Throughout these cases, they made themselves available to assist my firm (and later, Class Counsel) in the litigation, and did so with an eye towards ensuring not only their own, but also the Settlement Class's interests were well represented.

23. Plaintiffs' efforts and focus similarly continued as negotiations and discussions regarding the terms of what would ultimately become the Amended Settlement were ongoing. And of course, each Plaintiff ultimately reviewed and provided its sign-off before proceeding with the Amended Settlement.

24. For these reasons, I believe that Plaintiffs' willingness to commit time to this litigation and undertake the responsibilities involved in representative litigation resulted in a substantial benefit to the Settlement Class and fully justifies the requested incentive awards to each of them.

* * *

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 6th day of December 2021, at Chicago, Illinois.

/s/ Benjamin H. Richman

Return Date: No return date scheduled
Hearing Date: No hearing scheduled
Location: <<CourtRoomNumber>>
Judge: Calendar, 14

FILED
12/6/2021 9:21 PM
IRIS Y. MARTINEZ
CIRCUIT CLERK
COOK COUNTY, IL
2019CH07319
Calendar, 14
15843733

FILED DATE: 12/6/2021 9:21 PM 2019CH07319

Exhibit 3

**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

DECLARATION OF MICHAEL R. KARNUTH

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 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.

1. I am an attorney admitted to practice before the Supreme Court of the State of Illinois, and principal of the Law Offices of Michael R. Karnuth. This declaration is based upon my personal knowledge unless otherwise indicated. If called upon to testify as to the matters herein stated, I could and would competently do so.

2. In June 2019, I, along with my co-counsel, Ed Burnes, filed a class action lawsuit in Cook County Circuit Court against Defendant CSC ServiceWorks, Inc. (“CSC”) on behalf of Plaintiff 1050 West Columbia Condominium Association (“1050 West”) and similarly situated

persons and entities. We also filed a motion for class certification. The lawsuit alleged that CSC began collecting an “administrative fee” in connection with its laundry lease contracts from Plaintiff and other leaseholders that was not permitted under the parties’ contracts. During the time we were investigating the claims and preparing the complaint, and at the time we filed the complaint, myself and Ed Burnes had not spoken with any attorneys from Edelson PC about the case. At the time we filed the case, myself and Ed Burnes also were unaware that the law firm Edelson PC was involved in settlement discussions of any kind with CSC regarding similar claims.

3. In late July, Mr. Burnes and I were contacted by attorneys from Edelson PC for the first time regarding any litigation against CSC. In a series of phone calls, we learned that Edelson PC had been negotiating the parameters of a nationwide settlement with CSC for the better part of a year. We were informed at that time that a global settlement was in the process of being finalized, and were invited to participate in that process to determine if 1050 West wanted to participate.

4. We agreed to review the initially proposed settlement’s key terms in order to assess the relief it secured for the proposed settlement class. Toward this end, Mr. Burnes and I were provided a term sheet containing the settlement’s material points as well as other confirmatory discovery and lease language that CSC provided to Edelson PC as part of the discovery process. We were also provided a copy of a draft settlement agreement.

5. After receiving this information, we reviewed it thoroughly, and participated in conference calls with attorneys from Edelson PC to discuss the initially proposed settlement. Afterwards, we provided input regarding the settlement’s final form, including by sending

substantive redline edits to the settlement documents. Many of these were incorporated into the initially proposed settlement.

6. Having participated in this process, Mr. Burnes and I were confident that the settlement would provide significant relief to the proposed settlement class, and that it was fair, reasonable, adequate, and deserving of approval by the Court. As such, we advised 1050 West to participate in the initial settlement. 1050 West agreed to act as a proposed class representative to shepherd the initial settlement through the approval process. Mr. Burnes and I agreed to act as proposed class counsel on behalf of the settlement class.

7. Once we had determined we would participate in the initial settlement, we worked with Edelson PC to amend the complaint to add other plaintiffs that had been involved in administrative fee litigation against CSC in different forums to this case.

8. After the Court preliminarily approved the initial settlement, Mr. Burnes and I worked to carry out its terms, including ensuring that notice was sent out, answering settlement class member questions, and working with Class Counsel from Edelson PC on the final approval papers and defending the settlement from attack by objectors. During this process I attended several hearings in front of the Court in which the Court asked questions about particular aspects of the initially proposed settlement, including the relief being made available and how that relief was presented to the class.

9. In response to these questions, I supported the effort to explore how to improve upon the original settlement, including Judge Holderman's involvement to assist in that process through additional mediation sessions. I regularly communicated with Class Counsel from Edelson PC about the substance of the mediation sessions that took place with Judge Holderman in August and September 2021. In connection with those mediations, I provided suggestions on

additional concessions that CSC could potentially make, and how this relief could be best explained to Settlement Class Members.

10. After CSC ultimately agreed to the proposal to make available half of Settlement Class Members' share of the Administrative Fees they paid, to forego collection of the Administrative Fee from eligible Settlement Class Members, and commit to changes in how this relief was presented to Settlement Class Members through the Amended Notice program, Mr. Burnes and I worked to edit the final settlement and notice documents to make sure the Court's concerns were adequately addressed and that CSC made all of the concessions that it reasonably could.

11. Ultimately, those documents became the Amended Settlement. Mr. Burnes and I were confident that the Amended Settlement provided even more relief to the Settlement Class than the initially proposed settlement, and explained that relief in a simple, easy-to-understand manner. Thus Mr. Burnes and I were confident that it was fair, reasonable, adequate, and deserving of approval by the Court. As such, we advised 1050 West to participate in the Amended Settlement, and Mr. Burnes and I agreed to act as Class Counsel.

12. I attended the preliminarily approval hearing regarding the Amended Settlement and made myself available to answer any questions that the Court had regarding my involvement in these proceedings. The Court granted preliminary Approval to the Amended Settlement at the conclusion of that hearing.

13. Since then, I have worked to carry out the Amended Settlement's terms, including by responding to any Settlement Class Member questions and working to assist in the Fee Petition. I expect to devote additional resources toward this case throughout its pendency,

including continuing to assist Settlement Class Members in obtaining relief under the Amended Settlement and drafting documents associated with the upcoming Final Approval Hearing.

14. To date, Mr. Burnes and I have incurred a total of \$488.63 in hard costs for filing and services fees, and software to review the discovery produced in this matter. However, we are not seeking these expenses separate and apart from Class Counsel’s request for an award of reasonable attorneys’ fees and expenses.

* * *

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure, I hereby certify that the foregoing is true and correct to the best of my knowledge.

Executed this 6th day of December 2021, at Chicago, Illinois.

/s/ Michael R. Karnuth
Mr. Michael R. Karnuth

**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

NOTICE OF MOTION

TO: See attached certificate of service.

Please take notice that on February 16, 2022 at 11:00 a.m., or as soon thereafter as they may be heard, Plaintiffs 1050 West Columbia Condominium Association; RBB2, LLC; MJM Visions, LLC; and Kay-Kay Realty, Corp., by and through their undersigned counsel, shall appear before the Honorable Sophia H. Hall or any judge sitting in her stead in Courtroom 2301 of the Richard J. Daley Center, 50 West Washington Street, Chicago, Illinois, 60602, and then and there present **Plaintiffs' Motion for Attorneys' Fees, Expenses, and Incentive Awards**, a true and accurate copy of which is attached and hereby served upon you. The proceedings may take place via Zoom and can be accessed with the Zoom Meeting ID: 953 7174 9534 and Zoom Password: 253498.

* * *

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: December 6, 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 W. Grant Place
Chicago, Illinois 60614
Tel: 312.419.1100
Firm ID: 54327

Class Counsel

CERTIFICATE OF SERVICE

I, Benjamin H. Richman, an attorney, hereby certify that on December 6, 2021 at Chicago, Illinois, I filed the foregoing **Notice of Motion** by electronic means with the Clerk of the Circuit Court of Cook County, and that I served same upon the Parties' counsel of record using the Odyssey File & Serve Electronic Filing System.

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