

NOTICE OF PENDENCY AND SETTLEMENT OF CLASS ACTION

You may be entitled to a payment from a class action settlement if you are or were an employee of Charter Senior Living, LLC; Charter Senior Living Fox Lake, LLC; CSL New Lenox Senior Properties, LLC which manages Charter Senior Living New Lenox; Charter Senior Living Orland Park, LLC; Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek; or Charter Senior Living Hazel Crest, LLC (collectively “the Charter Facilities”) and during the course of your employment you used the Compumatic Biometric Timeclock Technology.

*A Court authorized this Notice. This is not a solicitation from a lawyer.
The Court has made NO findings as to the merits of the case at this time.*

- A proposed Settlement has been reached between Plaintiff Anna Kacso and Defendants Charter Senior Living, LLC; Charter Senior Living Fox Lake, LLC (“Fox Lake”); CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox (“New Lenox”); Charter Senior Living Orland Park, LLC (“Orland Park”); Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek (“Poplar Creek”); and Charter Senior Living Hazel Crest, LLC (“Hazel Crest”) (collectively, “Charter” or “Defendant”) in a proposed class action lawsuit, Case No. 22LA00000342.
- The Settlement creates a \$405,000 common fund (the “Settlement Fund”) for the benefit of members of the following Settlement Class: **All Charter employees who used the facial-recognition features of a Compumatic timeclock while working at Fox Lake, New Lenox, Poplar Creek, Orland Park, or Hazel Crest prior to May 26, 2021.**
- You have been identified as a Settlement Class Member if this Notice was addressed to you.
- The description of the Settlement in this Notice is only a summary. Full details of the Settlement are set forth in the Settlement Agreement (“Agreement”), which is on file with the Court. If you wish to review a copy of the Agreement, please contact Plaintiff’s counsel identified in Question 8 below.
- You should read the entire Agreement before deciding whether to participate in the Settlement.
- If you are a member of the Settlement Class, you may be entitled to share in the Settlement proceeds. However, **your legal rights are affected whether you act or do not act**, so please read this Notice carefully.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	Remain in the Settlement Class and share in the Settlement proceeds.
EXCLUDE YOURSELF	Get no Settlement Payment and retain the right to sue Charter on your own.
OBJECT	Write the Court if you do not like the Settlement.

- These rights and options—and the deadlines to exercise them—are explained in this Notice.

The Court in charge of this case still has to decide whether to finally approve the Settlement. Settlement Payments will be made if the Court finally approves the Settlement and after any appeals are resolved. Please be patient.

1. THE PURPOSE OF THIS NOTICE.

You are receiving this Notice pursuant to an Order of the Circuit Court for the Nineteenth Judicial Circuit of Lake County, Illinois (the “Court”) to advise you of certain benefits you may be entitled to receive under a settlement in the Class Action lawsuit styled, *Kacso v. Charter Senior Living, LLC, et al.* Case No. 22LA00000342 (the “Class Action”). This Notice describes the Class Action and the proposed Settlement and advises of the date, time, and place of a hearing to be held by the Court to determine whether the Court will finally approve the Settlement.

All Settlement Class Members who do not exclude themselves from the Settlement on a timely basis (as described below) will be bound by the orders the Court issues about the Settlement. The members of the Settlement Class, as certified by order of the Court, include:

All Charter employees who used the facial-recognition features of a Compumatic timeclock while working at Fox Lake, New Lenox, Poplar Creek, Orland Park, or Hazel Crest prior to May 26, 2021.

Excluded from the Settlement Class are Charter, along with its parents, subsidiaries, affiliates, and control persons, including its officers, directors, agents, or servants, and the immediate family members of such persons, Charter employees who used the facial-recognition features of a Compumatic timeclock exclusively while working at Charter Senior Living Vernon Hills, LLC and Charter Senior Living Glen Ellyn, LLC, the named counsel in this Action, any person who has previously released claims against Charter related to the Biometric Information Privacy Act, and members of the state judiciary. **Please note, you are still included in this Settlement if you are or were an employee at any of the Charter locations listed above, in addition to Charter Senior Living Vernon Hills, LLC and/or Charter Senior Living Glen Ellyn, LLC.**

You should carefully read this entire Notice before making any decision about the Class Action lawsuit.

2. WHAT IS A CLASS ACTION?

Class actions are lawsuits in which the claims and rights of many people are decided in a single court proceeding. Representative plaintiffs (also referred to as class representatives) are named in the lawsuit to assert the claims of the entire class. This avoids the necessity for a large number of people to file similar individual lawsuits and enables the court system to resolve similar claims in an efficient and economical way. Class actions assure that people with similar claims are treated alike. In a class action, the Court is guardian of class interests and supervises the presentation of the class claims by class counsel to assure that the representation is adequate. Settlement class members are not individually responsible for the costs or fees of counsel, which are subject to Court award.

In this Class Action lawsuit, the Court appointed Plaintiff Anna Kacso as the Class Representative (“Representative Plaintiff”) of the Settlement Class. In addition, the Court appointed the law firm of Carney Bates & Pulliam, PLLC as “Class Counsel.”

3. WHAT IS THE CLASS ACTION AGAINST CHARTER ABOUT?

The Class Action is about whether Charter collected employees’ of the Charter Facilities biometric identifiers and biometric information without complying with the Illinois Biometric Information Privacy Act, 740 ILCS 14/1, et seq. (“BIPA”), which prohibits private entities from collecting, capturing, purchasing, receiving through trade or otherwise obtaining a person’s biometric identifiers or information without first providing that person with written notice of particular information and obtaining his/her written consent. Plaintiff alleges that the Compumatic Biometric Timeclock Technology and Charter’s procedures and operations as they relate to its use of said timeclocks violates BIPA by scanning employees’ faces and acquiring their biometric information, including face geometry, and for failing to get employees’ consent before doing so.

Charter denies any liability to Plaintiff and the proposed Settlement Class on the claims asserted. Charter specifically denies the Compumatic Biometric Timeclock Technology collected or captured (or that Charter purchased or received) any biometric identifier or information. What is more, no trial has been held on the merits of any of the allegations against Charter or its defenses.

4. WHY DID I RECEIVE A NOTICE?

A review of Charter's records show that you are a Settlement Class Member, as defined in Question 1 above.

The Court authorized this Notice because you have a right to know about the proposed Settlement, and about your options, before the Court decides whether to finally approve the Settlement. If you do not request to be excluded and the Court approves the Settlement, and after any appeals are resolved, the Claims Administrator will send you the Settlement Payment provided for in the Settlement, and your claims will be released.

5. WHY IS THERE A SETTLEMENT?

The Court did not decide in favor of the Plaintiff or Charter. Instead, both sides agreed to a Settlement, without any admission of fault or liability. That way, they avoid the cost of a trial and the risks of either side losing, and they ensure that the people affected by the lawsuit receive compensation. The Parties think that the Settlement is best for everyone involved under the circumstances. The Court will evaluate the Settlement to determine whether it is fair, reasonable, and adequate before it approves the Settlement.

6. WHAT DOES THE SETTLEMENT PROVIDE?

In exchange for a release of claims against Charter, as fully detailed in the Agreement, Charter has agreed to pay \$405,000 for the benefit of Settlement Class Members. Each Settlement Class Member that does not request exclusion from the Settlement is eligible to receive benefits under the Settlement.

7. WHAT CAN I GET FROM THE SETTLEMENT?

Each Settlement Class Member that does not request exclusion from the Settlement shall receive a *pro rata* distribution of the Settlement Fund. Settlement Payments are estimated to be \$299. Please note this is only an estimate.

8. WHAT ARE THE OPTIONS OF SETTLEMENT CLASS MEMBERS?

If you fit the above description of a Settlement Class Member in Question 1 above, you have the following options:

(a) **If you wish to participate in and receive payment under the Settlement, you do not need to do anything.** Upon final approval of the Settlement, you will automatically receive a Settlement Payment. You will also be bound by any judgment approving or disapproving the Settlement.

(b) **If you do not wish to participate in the Settlement, you can request exclusion from the Settlement Class.** If you choose to be excluded from the Settlement Class, you will (1) not share in the Settlement proceeds; and (2) not be bound by any judgment, or any other final disposition, in this lawsuit and will retain the right to pursue any individual remedies, at your own expense, against Charter. To request exclusion, you must send a written and signed notification entitled "Request for Exclusion" to the following:

Kacso v. Charter Senior Living, LLC, et al.
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

To be valid, your request for exclusion must be postmarked no later than April 11, 2024 (the “Exclusion/Objection Deadline”), and must include your name, current address, telephone number, name of the case and case number (*Kacso v. Charter Senior Living, LLC, et al.*, Case No. 22LA00000342), a clear and unequivocal statement that you wish to be excluded from the Settlement Class, and your signature. If the request is not postmarked by the Exclusion/Objection Deadline, your request for exclusion will be invalid and you will be included in the Settlement Class automatically, bound by the final judgment and barred from bringing any claims against Charter.

(c) If you do not request exclusion from the Settlement, you can object to the Settlement if you do not like any part of it. To do so, you must file and serve a written objection. Your objection must state your full name, current address, and telephone number. Your objection must also state the name of the case and case number (*Kacso v. Charter Senior Living, LLC, et al.*, Case No. 22LA00000342) and why you object to the proposed Settlement, including any reasons supporting your position. You must sign your objection personally or by legal counsel. If you intend to appear personally at the hearing described in Questions 9 and 12 below, you must include with your objection a notice of your intention to appear at the hearing. Your objection, along with any notice of intent to appear, must be mailed to the Claims Administrator at the following address:

Kacso v. Charter Senior Living, LLC, et al.
c/o Kroll Settlement Administration LLC
PO Box 5324
New York, NY 10150-5324

Your objection must be postmarked by the Exclusion/Objection Deadline (set forth above) to be considered by the Court. Any Settlement Class Member who does not file and serve objections in the time and manner described above will not be permitted to raise those objections later.

9. WHEN WOULD I GET A SETTLEMENT PAYMENT?

The Court will hold a hearing on May 2, 2024, to decide whether to approve the Settlement. If the Court approves the Settlement, there may be a period when appeals can be filed. Once any appeals are resolved or if no appeals are filed, it will be possible to distribute the Settlement Fund. This may take several months to more than a year if an appeal is involved.

10. DO I HAVE A LAWYER IN THIS CASE?

As noted in Question 2 above, the Court appointed the law firm of Carney Bates & Pulliam, PLLC to represent you and other Settlement Class Members. You will not be charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. HOW WILL THE LAWYERS IN THIS CASE GET PAID?

Class Counsel have prosecuted this case on a contingent-fee basis and, so far, have not yet been paid anything for their services. If the Settlement is approved, Class Counsel will ask the Court for an award of attorneys’ fees of up to 38% of the Settlement Fund, or \$153,900, plus reimbursement of litigation costs and expenses not to exceed \$12,500. Class Counsel will also ask the Court to award Plaintiff a service award of \$5,000 for her services as the Class Representative and her efforts in bringing the Class Action. If awarded, these fees will be paid from the Settlement Fund. The Settlement is not conditioned on the Court approving any specific amount of attorneys’ fees, expenses or service award.

12. THE COURT WILL HOLD A FINAL FAIRNESS HEARING.

As set forth in Question 9 above, there will be a final hearing to consider approval of the proposed Settlement. The final hearing is currently scheduled for May 2, 2024, beginning at 9:00a.m. before the Honorable Joseph V. Salvi in Courtroom C-202 at the Lake County Courthouse, 18 N. County St., Waukegan, Illinois 60085. The hearing may be postponed to a later date without further notice. The purpose of the hearing is to determine the fairness, reasonableness, and adequacy of the terms of Settlement, whether the proposed Settlement Class is adequately represented by the Class Representative and Class Counsel, and whether an order and final judgment should be entered approving the proposed Settlement. The Court will also consider Class Counsel's application for an award of attorneys' fees and reimbursement of litigation costs, as well as a service award.

13. DO I HAVE TO COME TO THE HEARING?

No. You are welcome to come at your own expense if you wish, but Class Counsel will answer questions the Court may have. If you send an objection, you don't have to come to Court to talk about it. As long as you mail your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, although Class Counsel will represent your interests at the hearing.

14. HOW DO I GET MORE INFORMATION ABOUT THE SETTLEMENT?

This Notice summarizes the proposed Settlement. For the precise terms and conditions of the Settlement, please see the full Agreement available for viewing and downloading at the Settlement Website, www.seniorlivingBIPA.com, or by visiting the office of the Clerk of the Circuit Court for Lake County, Illinois at 18 N. County St., Waukegan, IL 60085 between 8:30 a.m. and 5:00 p.m., Monday through Friday, excluding Court holidays. You can also call the Claims Administrator toll free at (833) 462-3483 with your questions.

ALL QUESTIONS ABOUT THIS NOTICE, THE CLASS ACTION, OR THE PROPOSED SETTLEMENT SHOULD BE DIRECTED TO CLASS COUNSEL AT WWW.CBPLAW.COM. PLEASE DO NOT CALL OR WRITE THE COURT, THE CLERK'S OFFICE, OR CHARTER FOR INFORMATION.