

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”), effective as of the last date of execution set forth below, is made by and between Plaintiff Anna Kacso, (“Kacso” or “Plaintiff”), on behalf of herself and the Settlement Class (defined below), 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”).

RECITALS

WHEREAS, on July 22, 2022, Plaintiff, individually and on behalf of a putative Class, filed a lawsuit against Charter in the Circuit Court of Lake County, Illinois, Case No. 2022LA342, alleging claims for various violations of Illinois’ Biometric Information Privacy Act (“BIPA”), and subsequently filed her Amended Class Action Complaint (“Amended Complaint”) on February 10, 2023. This Agreement pertains specifically to Kacso and Charter (collectively the “Parties”).

WHEREAS, on February 13, 2023, Plaintiff served her Amended Discovery Requests, and on March 3, 2023, Defendants filed an Answer to Plaintiff’s Amended Complaint, followed by Charter’s Responses to Plaintiff’s Discovery Requests beginning March 21, 2023.

WHEREAS, the Parties have engaged in an extensive exchange of information regarding the Compumatic Biometric Timeclock Technology and Defendant’s procedures and operations as they relate to its use of said timeclocks.

WHEREAS, Charter expressly denies all allegations of wrongdoing and liability. Plaintiff maintains the strength of her position, the validity of her claims, and the propriety of class certification in this Action. The Court has not made any determination regarding the merits of Plaintiff’s claims. Nonetheless, the Parties have concluded that further litigation would be time consuming and expensive. They therefore desire to fully and finally settle the claims against Charter on the terms and conditions set forth herein (the “Settlement”) and release any disputes among them related to the Action.

WHEREAS, on November 9, 2023, the Parties participated in a full day in person mediation with the Hon. Thomas R. Allen at ADR Systems. At the conclusion of this mediation, the Parties reached the substantive provisions of this Agreement.

WHEREAS, the Parties have negotiated all the terms and conditions of this Agreement at arm’s length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement.

WHEREAS, the Parties believe the Settlement Class to be approximately 648 people.

WHEREAS, Plaintiff and Plaintiff's Counsel have concluded that the terms and conditions provided in this Agreement are fair, reasonable, adequate, and in the best interest of the Settlement Class as a means of resolving the claims against Charter.

WHEREAS, this Agreement reflects a compromise between the Parties, and shall in no event be construed as or be deemed an admission or concession by any Party of the truth of any allegation or the validity of any purported claim or defense asserted in any of the pleadings in the Action, or of any fault on the part of Defendant. Nothing in this Agreement shall constitute an admission of liability or be used as evidence of liability, by or against any Party hereto.

WHEREAS, Kroll Settlement Administration will be the Settlement Claims Administrator ("Claims Administrator").

NOW, THEREFORE, in consideration of the mutual promises made herein, the Parties, agree and acknowledge:

1. For Settlement Purposes Only. This Agreement is entered into to resolve all disputes among Plaintiff, the Settlement Class and Charter. The assertions, statements, agreements, and representations made herein are for purposes of settlement only and the Parties expressly agree that, if the Settlement is not preliminary and finally approved, this Agreement is null and void and may not be used by the Parties for any purpose whatsoever.

2. The Settlement Class. The Parties agree to 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.

Excluded from the Settlement Class are Charter, along with its parents, subsidiaries, affiliates, and control persons, including its officers, directors, agents, 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 BIPA; and members of the state judiciary.

3. Certification of the Settlement Class for Settlement Purposes.

3.1 Within ten (10) days of the execution of this Agreement, Plaintiff shall file an unopposed Motion for Preliminary Approval of the Settlement, attaching this Agreement with exhibits, wherein she will move the Court for (1) entry of a Preliminary Approval Order, preliminarily approving the Settlement as fair, adequate, and reasonable (substantially in the form attached as Exhibit A), (2)

certification of the Settlement Class for purposes of settlement only, (3) appointment of Plaintiff as the Settlement Class Representative and Plaintiff's Counsel as counsel for the Settlement Class ("Class Counsel"), (4) approval of the notice program and procedures for objecting and requesting exclusion, and (5) setting a hearing date for a Final Fairness Hearing. Solely for the purposes of the Settlement, Charter shall not oppose the motion. A condition precedent to this Agreement is the Court's approval of the Agreement.

3.2 In accordance with the deadlines set by the Court, Plaintiff will also submit a motion requesting (1) entry of a Final Approval Order finding the Settlement to be fair, adequate, and reasonable (substantially in the form attached as Exhibit C), (2) confirmation of the certification of the Settlement Class, (3) approval of the notice program as the best notice practicable under the circumstances and in accord with due process, Rule 23, and applicable law, (4) exclusion of the those individuals who requested exclusion from the Settlement Class, (5) dismissal of the Action on the terms and conditions set forth herein.

4. The Settlement Terms.

4.1 In consideration for the complete and final settlement of the claims against it, the Releases, and other promises and covenants set forth herein, Charter agrees to pay Four Hundred Five Thousand Dollars (\$405,000.00) into a common fund for the benefit of the Settlement Class (the "Settlement Fund").

4.2 Within forty-five (45) days of entry of the Court's Preliminary Approval Order, Charter shall transfer by wire the entirety of the Settlement Fund into a Qualified Settlement Fund ("QSF") pursuant Section 1.468B-1 *et seq.* of the Treasury Regulations promulgated under Section 468B of the Internal Revenue Code of 1986, as amended. The QSF shall be maintained by the Claims Administrator and held at an FDIC-insured financial institution. Any interest earned shall accrue to the benefit of the Settlement Class. Any bank fees associated with the QSF shall be paid by the escrow agent from the Settlement Fund. The Claims Administrator will timely and properly file all information and other tax returns necessary or available with respect to the settlement amounts including without limitation the returns described in Treas. Reg. Sections 1.468B-2(k)(1) and 1.468B-(2)(l).

4.3 Good Faith. The Parties agree to act in good faith to cooperate to effectuate and implement all terms and conditions of this Agreement and to obtain the fullest possible participation of all members of the Settlement Class in the Settlement. If the Court does not grant preliminary or final approval, or if such approval is reversed on appeal, the Parties will seek in good faith to revise the Agreement. If the Parties have not entered into a written modification of the Settlement Agreement within thirty (30) days of such occurrence, the

Settlement Fund shall be refunded to Charter, less notice and administrative costs and fees actually incurred and paid.

4.4 The Settlement Fund shall be a collective settlement fund that should be used to pay, in the following order: settlement administration expenses, any court-awarded attorneys' fee, litigation expenses, service award, and settlement payments to the members of the Settlement Class.

4.5 Unless a Settlement Class Member submits a valid and timely request for exclusion (as described in paragraph 6 below), he or she will automatically receive a pro rata distribution from the Settlement Fund less any settlement administration expenses, and court-approved attorneys' fees and costs (the "Settlement Payment"). Settlement Payments made from the Settlement Fund to the members of the Settlement Class will be treated 100% as payment for alleged penalties, and Charter will issue an IRS Form 1099 to the Settlement Class member. Settlement Class members, including Plaintiff, will be solely responsible for reporting and payment of any taxes.

5. Notice and Settlement Administration.

5.1 Within seven (7) days of entry of the Court's Preliminary Approval Order, Charter will provide the Claims Administrator the name and last-known mailing address, as reflected in the records of Charter, of each of the Settlement Class members, along with direct deposit information for any Class Member who is then employed by any Defendant and receives wages via direct deposit (the "Class List"). The Claims Administrator will handle all aspects of settlement administration, including (1) delivery of payments to Settlement Class members; (2) delivery of IRS Form 1099s to Settlement Class members; and (3) generating IRS Form 1099s to Settlement Class members.

5.2 Within thirty (30) days after entry of the Preliminary Approval Order (the "Notice Date"), the Claims Administrator shall complete the mailing, by first-class US mail, of the Notice (substantially in the form attached hereto as Exhibit B). The Notice shall include the following information: (1) a plain and concise description of the nature of the Action and the proposed Settlement, (2) the right of Settlement Class Members to request exclusion from the Settlement Class or to object to the Settlement, (3) specifics on the date, time and place of the Final Fairness Hearing, and (4) information regarding Class Counsel's fee application and the Settlement Class Representative's service award.

5.3 By no later than the Notice Date, the Notice shall be posted to a case specific website (the "Settlement Website"), which shall be administered and maintained by the Claims Administrator. Along with the Notice, the

Settlement Website will include other important case documents and filings, such as the Amended Complaint, the Motion for Preliminary Approval, the Preliminary Approval Order, as well as Class Counsel's application for attorneys' fees, litigation expenses, and a service award and Plaintiff's Motion for Final Approval, when available. The Claims Administrator shall also establish a toll-free telephone number for the Settlement, which will allow callers to hear an introductory message and learn more about the Settlement in the form of recorded answers to frequently asked questions.

5.4 Within thirty (30) days of the Effective Date, payments will be made to members of the Settlement Class in the following manner: (1) each class member who is currently employed by any Defendant and receives their wages by direct deposit shall receive their Settlement Payment via direct deposit; (2) for each Class Member not eligible to receive their Settlement Payment by direct deposit, the Settlement Administrator shall mail a check to the last known address as reflected on the Class List, as updated during the notice process. Checks shall be valid for a period of one hundred and twenty (120) days from the date appearing on the check. For any check that is returned as undeliverable with forwarding address information, the check shall be re-mailed to the new address indicated. For any payment check that is returned undeliverable without forwarding address information, the Claims Administrator shall use reasonable efforts to obtain an accurate address, and if a more recent or accurate address is found by this method, the Claims Administrator will re-mail the check using the updated address information.

5.5 For any funds resulting from uncashed checks remaining in the Settlement Fund after the first distribution (in other words, any checks that remain uncashed more than 121 days after they were mailed to Settlement Class members), a second pro-rata distribution shall be made to Settlement Class Members who either received their initial Settlement Payments via direct deposit or who cashed their initial checks, if economically feasible.

5.6 Any funds remaining in the QSF after the second distribution of checks and direct-deposit payments as identified in ¶ 5.6 and payment of Claims Administrator fees shall be returned to Charter.

6. Requests for Exclusion.

6.1 Any Settlement Class member or person legally entitled to act on his or her behalf who wishes to be excluded from the Settlement Class may mail a written request for exclusion to the Claims Administrator. To be valid, such written request for exclusion must (i) contain the name of this Action, (ii) contain the name and address of the person to be excluded; (iii) if applicable, contain the name and address of any person claiming to be legally entitled to submit an exclusion request on behalf of the Settlement Class Member and the

basis for such legal entitlement; (iv) be mailed by first-class US mail, proper postage prepaid, to the Claims Administrator at the specified mailing address in the Notice; (v) be submitted or postmarked no later than forty-five days after the Notice Date (the “Exclusion/Objection Deadline”); and (vi) clearly indicate that he/she wants to be excluded from the Settlement Class.

6.2 Any Settlement Class member who does not submit a timely and valid written request for exclusion shall be bound by all subsequent proceedings, orders, and judgments in the Action, including, but not limited to, the Release, even if he or she has litigation pending or subsequently initiates litigation against Charter relating to the Released Claims.

6.3 Any Settlement Class member who timely submits a request for exclusion as provided in paragraph 6.1 shall waive and forfeit any and all rights he/she may have to benefits of the Settlement if it is approved and becomes final, including monetary relief, and shall waive and forfeit any and all rights to object to the fairness, reasonableness, or adequacy of the Settlement, Class Counsel’s fee application, and/or the requested service award to Plaintiff.

7. Objections.

7.1 Any Settlement Class member or person legally entitled to act on his or her behalf may object to the fairness, reasonableness, or adequacy of the Settlement, Class Counsel’s fee application, and/or the requested service award to Plaintiff. To be valid, any objection must be made in writing and mailed to the Claims Administrator at the address provided in the Notice, postmarked no later than the Exclusion/Objection Deadline. In addition, any objection must include the following: (i) the name of this Action; (ii) the objector’s full name, address, and telephone number; (iii) if applicable, the name and address of any person claiming to be legally entitled to object on behalf of a Settlement Class Member and the basis of such legal entitlement; (iv) all grounds for the objection (including all legal authority and evidence); (v) whether the objector is represented by counsel and, if so, the identity of such counsel; and (vi) the objector’s signature.

7.2 Any Settlement Class member who submits a timely written objection as described in paragraph 7.1 may appear at the Final Fairness Hearing, either in person or through personal counsel hired at the Settlement Class member’s own personal expense.

7.3 Any Settlement Class member who fails to make a timely objection by the Exclusion/Objection Deadline shall waive and forfeit any and all rights he/she may have to object and shall be bound by all the terms of this Agreement and by all proceedings, orders, and judgments related thereto, including the Final Approval Order.

8. Attorneys' Fees, Litigation Expenses, and Service Award.

8.1 Class Counsel's entitlement, if any, to an award of attorneys' fees, costs, and/or expenses, and Class Representative's entitlement to a service award for serving as the representative of the Settlement Class, will be determined by the Court.

8.2 Plaintiff will file a motion with the Court prior to the Final Fairness Hearing requesting an award of attorneys' fees, not to exceed thirty-eight (38% of the Settlement Fund), or \$153,900, and reimbursement of out-of-pocket litigation costs not to exceed \$12,500. Such amounts shall be paid exclusively from, and not in addition to, the Settlement Fund.

8.3 Plaintiff will also file a motion with the Court prior to the Final Fairness Hearing requesting Plaintiff be awarded a service award in an amount not to exceed \$5,000 for her services as the Class Representative and her efforts in bringing the Action. The amount of any such service award shall be paid from, and not in addition to, the Settlement Fund. Charter will not oppose Plaintiff's request for a service award of \$5,000.

8.4 The Parties acknowledge and agree that an award of attorneys' fees, litigation expenses, and service awards shall be paid from the Settlement Fund within ten (10) calendar days of the Effective Date.

8.5 Any order or proceedings relating to the award of attorneys' fees, litigation expenses, and service awards, or any appeal thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the judgment and the Settlement of the Released Claims as set forth herein. No order of the Court or modification or reversal on appeal of any order of the Court concerning an award of attorneys' fees, litigation expenses, and service award shall constitute grounds for cancellation or termination of this Agreement.

9. Dismissal and Release of Claims Against Charter.

9.1 Upon the Effective Date, Plaintiff and all members of the Settlement Class who have not timely and properly submitted a request to be excluded from the Settlement Class as provided in paragraph 6 herein, will (1) be bound by the Final Approval Order; (2) conclusively deemed to have fully released and forever discharged any claims, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, interest, costs, expenses, losses, or damages (whether actual, consequential, treble, statutory and/or punitive or exemplary or other), whether arising in law or equity, asserted or unasserted, known or unknown, foreseen or unforeseen, relating to, or arising

out of any and all federal, state, local or common law biometric privacy law, including all claims that were asserted in the Action and all claims arising under the Biometric Information Privacy Act that arose before the date the Agreement is fully executed (the “Released Claims”) against any Released Party, as defined below; and (3) be permanently barred and enjoined from instituting, commencing, or prosecuting any of the Released Claims against Charter or any other Released Party.

The release provided herein pertains only to Charter Senior Living, LLC, Fox Lake, New Lenox, Poplar Creek, Orland Park, and Hazel Crest, and their present, former and future direct and indirect parent companies, subsidiaries, affiliates, agents, divisions, predecessors, members, successors, attorneys, employees, officers, directors, contractors, members, shareholders, policyholders, assigns, partners, agents, insurers or reinsurers, assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under, or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the “Released Parties”).

The release provided herein does not pertain to nor have any effect or impact on Plaintiff’s and Charter employees claims against Charter arising from their nonconsensual use of timeclocks at any facilities other than the above-named facilities.

9.2 Each member of the Settlement Class has the opportunity to seek the advice of Counsel, and that this is a knowing and voluntary waiver. Each member of the Settlement Class who does not opt-out pursuant to Section 6 of this Agreement shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits each member of the Settlement Class may otherwise have or have had relating to the Released Claims.

9.3 Class Counsel and Plaintiff, on behalf of the members of the Settlement Class, hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that they may have against Charter or the Released Parties for attorneys’ fees, expenses, and costs associated with Class Counsel’s representation of Plaintiff and the Settlement Class in the Action, the Settlement, or any claims being released by this Agreement and related papers. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final, and complete payment of all attorneys’ fees, expenses, and costs, whether known or unknown, associated with Class Counsel’s representation of all members of the Settlement Class and/or their work in the Litigation.

9.4 The Parties acknowledge that the above waiver and releases were separately bargained for and are material terms of the Agreement.

10. Non-Disparagement. Each Party agrees that she/it will not directly or indirectly make any statements, including on any websites and/or other public forums (including to any media sources), designed to criticize, denigrate, damage, or disparage each other, their products or services, or their business practices or partners.

11. Authority to Execute Agreement. By signing below, the Parties represent and warrant that they possess the necessary power and authority to enter into this Agreement.

12. No Admission of Liability. This Agreement is for the purpose of avoiding the expense, risk, and uncertainty of litigation, and is not an admission of liability or wrongdoing on the part of any Party or entity released herein. This Agreement does not constitute, and shall not be construed as, an admission by Charter of any liability or of the truth or validity of any claims, assertions, or contentions advanced in the Action, and such liability is expressly denied. The allegations and assertions contained in this Agreement are disputed and the Parties reserve the right to challenge and rebut those allegations and assertions in the future consistent with the provisions of this Agreement.

13. Withdrawal. Charter may withdraw from the Settlement before final approval is entered if (a) the Settlement is construed by the Court materially different, in Charter's reasonable opinion, from the terms and conditions set forth in this Agreement, or (b) Plaintiff or Class Counsel breaches the Agreement. In the event Charter withdraws from the Agreement pursuant to this paragraph, (i) this Agreement shall have no force or effect; (ii) neither this Agreement nor any other related papers or orders, nor the negotiations leading to the Settlement, shall be cited to, used, or admissible in any judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural; and (iii) the Action will continue as if the Agreement had never been entered into.

14. Stay. The Parties will file a Joint Notice of Settlement and Motion to Stay pending the Court's approval of the Settlement.

15. Notices. All notices sent under any provision of this Agreement must be sent in writing and by overnight mail, postage prepaid, said notice to be effective as of the date of receipt as follows:

For Plaintiff and Class Counsel:

Randall K. Pulliam
Carney Bates & Pulliam PLLC
519 West 7th Street
Little Rock, AR 72201
rpulliam@cbplaw.com

For Charter:

Scott Drumheller
Griffin, Williams, McMahon, and Walsh, LLP
21 N. Fourth St.
Geneva, IL 60134
sdrumheller@gmwlaw.com

16. Jurisdiction, Governing Law, and Dispute Resolution. This Agreement shall be governed in accordance with the laws of the State of Illinois, without regard to any choice of law provisions.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties hereto with respect to the matters set forth herein, and all matters raised or that could have been raised therein and supersedes in its entirety any and all agreements or communications, whether written or oral, previously made in connection with the matters set forth herein. Each Party acknowledges that, in entering into this Agreement, it did not rely on any representation or other assurance from the other Parties except as provided herein. The Parties have each participated in the drafting of this Agreement, and no Party shall be deemed the drafter for the purposes of interpreting any term or provision herein. Each Party acknowledges that it was provided an opportunity to seek advice of counsel and, therefore, this Agreement will not be strictly construed for or against any of the Parties.

18. No Party will be considered a prevailing Party for any purpose except as necessary for the award of attorneys' fees, costs, and expenses specifically identified in this Agreement.

19. The Circuit Court of Lake County, Illinois shall have jurisdiction to interpret and enforce this Agreement, including but not limited to the imposition of injunctive relief for pursuit of claims released by this Agreement and/or requests for fees, costs, or expenses resolved by this Agreement.

20. Following entry of the Court's Order Granting Approval, should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

21. No Waiver. The delay or failure of a Party to assert a right in this Agreement or to insist upon compliance with any term or condition of this Agreement will not constitute a waiver of that right or excuse a similar subsequent failure to perform any term or condition by any other Party. A valid waiver must be executed in writing and signed by the Party granting the waiver.

22. No Oral Modification. This Agreement may be amended only in a writing signed by all Parties hereto.

23. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement and all other provisions shall remain in full force and effect.

24. No Joint Venture/Agency Relationship. Nothing in this Agreement shall be construed as creating any partnership, joint venture, or agency between the parties, and no Party may obligate or bind the other Party in any manner.

25. Effective Date. Effective Date means the later of: (i) thirty (30) days after the date of the Final Approval Order, if no objections or appeals are timely filed; or (ii) if an appeal is filed, then the later of either the termination of such appeal on terms that affirm the Final Approval Order in all respects or without any material modifications to the Final Approval Order on the one hand, or the expiration of time to obtain any further appellate review of the Final Approval Order on the other.

26. Counterparts. This Agreement may be executed in counterparts and delivered in PDF format by email, and each counterpart and PDF shall have the same force and effect as an original and shall constitute an effective, binding agreement on the part of each of the undersigned.

27. Captions, Headings, and Interpretation. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or any provision hereof.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates set forth below.

Anna Kacso, Plaintiff

Anna kacso

Date: 01/02/2024

As to form:

Randall K. Pulliam

Counsel for Plaintiff and the Settlement Class

Date: _____

Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

By: _____

Name: _____

Title: _____

Date: _____

As to form:

Scott Drumheller

Counsel for Defendant Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates set forth below.

Anna Kacso, Plaintiff

Date: _____

As to form:
Randall K. Pulliam
Counsel for Plaintiff and the Settlement Class

Randall K Pulliam

Date: 01/02/2024

Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

By: _____
Name: _____
Title: _____
Date: _____

As to form:
Scott Drumheller
Counsel for Defendant Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates set forth below.

Anna Kacso, Plaintiff

Date: _____

As to form:
Randall K. Pulliam
Counsel for Plaintiff and the Settlement Class

Date: _____

Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

By: *Keven Bennema*
Name: Keven Bennema
Title: CEO
Date: 12/30/2023

As to form:
Scott Drumheller
Counsel for Defendant Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

Date: _____

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the respective dates set forth below.

Anna Kacso, Plaintiff

Date: _____

As to form:
Randall K. Pulliam
Counsel for Plaintiff and the Settlement Class

Date: _____

Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

By: _____
Name: _____
Title: _____
Date: _____

As to form:
Scott Drumheller
Counsel for Defendant Charter Senior Living, LLC, Charter Senior Living Fox Lake, CSL New Lenox Senior Properties, LLC, which manages Charter Senior Living New Lenox, Charter Senior Living Orland Park, Charter Senior Living Hoffman Estates, LLC, which manages Charter Senior Living Poplar Creek, and Charter Senior Living Hazel Crest

Scott Drumheller

Date: 12/29/2023