

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**KRISTINE STUFFLEBEAM,
individually and on behalf of all others
similarly situated,**

Plaintiff,

v.

**LOFT HEALTHCARE
CONSULTANTS, INC f/k/a SELECT
HEALTHCARE CONSULTANTS INC.;**
et al.,

Defendants.

Civil Action No. 1:23-cv-00775

SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiff Kristine Stufflebeam (“Plaintiff” or “Stufflebeam”), individually and on behalf of all other similarly-situated persons, and Defendants Loft Healthcare Consultants, Inc. f/k/a Select Healthcare Consultants Inc., The Loft Rehabilitation and Nursing, LLC, The Loft Rehabilitation and Nursing of Canton LLC, The Loft Rehabilitation of Decatur LLC, The Loft Rehabilitation and Nursing of Normal LLC, and The Loft Rehabilitation of Rock Springs LLC (“The Loft” or “Defendants”). Plaintiff and Defendants may be referred to collectively as the “Parties.”

2. Subject to the approval of the Court, this Agreement is intended to and does effectuate the full, final, and complete resolution of the Lawsuit (as defined below).

RECITALS

3. Plaintiff filed a Class and Collective Action Complaint in the U.S. District Court for the Northern District of Illinois on February 8, 2023, alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) and Illinois state law (the “Lawsuit”).

4. On March 21, 2023, the Court ordered and granted Defendants’ motion for extension of time to answer or otherwise plead (Dkt. No. 16). Defendants’ response to Plaintiff’s Complaint was filed on April 21, 2023 (Dkt. No. 25).

5. The Parties met and conferred and agreed to a framework for exploring settlement through alternative dispute resolution, including mediation before an experienced wage and hour mediator, Gloria M. Portella, Esq. of Seyfarth Shaw LLP.

6. On April 24, 2023, the Court granted the Parties’ Motion to Stay the Case Pending Alternative Dispute Resolution and Tolling. (Dkt. No. 26.)

7. On December 11, 2023, the Parties participated in a full-day remote mediation session with Ms. Portela. Prior to the mediation, Defendants provided Class Counsel with time and pay records for the potential class members, which Class Counsel reviewed and analyzed. Class Counsel also conducted detailed interviews of the Named Plaintiff.

8. As a result of the mediation, the Parties have agreed to settle the Action according to the terms of this Agreement.

9. Class Counsel has made a thorough and independent investigation of the facts and law relating to the allegations in the Lawsuit. In agreeing to this Settlement, Class Counsel and the Named Plaintiff have considered: (a) the facts developed from their investigation and during the mediation process and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of

consummating this Settlement according to the terms of this Settlement Agreement. Class Counsel and the Named Plaintiff have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiff and the Settlement Class (as defined below) to settle their claims against Defendants pursuant to the terms of this Agreement and confirm that this Agreement constitutes a fair, adequate and reasonable resolution of the claims asserted in the Lawsuit.

10. Defendants deny the allegations in the Action and deny that they have failed to properly calculate overtime rates of any Settlement Class Member or any other person who worked for Defendants. Defendants contend that Settlement Class Members were paid all wages owed, including overtime wages, and were paid all wages on a timely basis. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Releasees (as defined below) of any fault, liability or wrongdoing, which Defendants expressly deny.

11. The Parties recognize that notice to the Settlement Class of the material terms of this Settlement, as well as Court approval of this Settlement, are required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval, the Settlement becomes Final, and the Settlement Effective Date occurs.

12. (a) The Parties stipulate and agree that, for settlement purposes only, the requisites for establishing collective action certification under the FLSA pursuant to 29 U.S.C. § 216(b), and class certification pursuant to FED. R. CIV. P. 23(a) and (b)(3) are met. Should this Settlement not become Final, such stipulation to conditional certification or class certification shall become null and void and shall have no bearing on, and shall not be admissible in connection with, the issue of whether or not conditional certification or class certification would be appropriate in

a non-settlement context. Defendants deny that class and/or collective action treatment is appropriate in the litigation context or for trial.

(b) Nothing in this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used during the course of the negotiations leading to the Agreement, is intended by the Parties to, nor will any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding, as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding in the Court that has as its purpose the interpretation, implementation, or enforcement of the Agreement.

13. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party IT IS HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, the Eligible Class Members' (as defined below) claims as described herein against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice, and that the Released Claims (as defined below) shall be finally and fully compromised, settled and dismissed with prejudice as to Defendants and Releasees, in the manner and upon the terms and conditions set forth below.

DEFINITIONS

14. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. “Action” or “Lawsuit” means *Stufflebeam vs. Loft Healthcare Consultants et al.*, Civil Action No. 1:23-cv-00775, pending in the U.S. District Court for the Northern District of Illinois.

b. “CAFA Notice” means the notice to be sent by Defendants to the appropriate federal and state officials pursuant to the requirements of the Class Action Fairness Act of 2005, 28 U.S.C. § 1715(b) (“CAFA”), within ten (10) business days after the submission of this Settlement Agreement to the Court. A copy of any CAFA Notice shall be provided to Class Counsel.

c. “Class Counsel” means Berger Montague PC and Lynch Carpenter LLP.

d. “Court” means the United States District Court for the Northern District of Illinois.

e. “Defendants” or “The Loft” mean Loft Healthcare Consultants, Inc. f/k/a Select Healthcare Consultants Inc., The Loft Rehabilitation and Nursing LLC, The Loft Rehabilitation and Nursing of Canton LLC, The Loft Rehabilitation of Decatur LLC, The Loft Rehabilitation and Nursing of Normal LLC, and The Loft Rehabilitation of Rock Springs LLC.

f. “Defendants’ Counsel” means Gordon Rees Scully Mansukhani, LLP.

g. “Eligible Class Member” means (i) Named Plaintiff and (ii) all Settlement Class Members who do not exclude themselves from the Settlement.

h. “Effective Date” means the first business day after the Court’s Final Approval Order becomes Final.

i. “Final” shall mean, with respect to a judgment or order, that the judgment or order is final and appealable and either (a) no appeal, motion, or petition to review or intervene has been taken with respect to the judgment or order as of the date on which all times to appeal,

move, or petition to review or intervene therefrom have expired, or (b) if an appeal, motion or petition to intervene or other review proceeding of the judgment or order has been commenced, such appeal, motion or petition to intervene or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for rehearing *en banc*, petitions for writ of certiorari or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment or order in its entirety.

j. “Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Class Counsel for the services they rendered to the Named Plaintiff and the Settlement Class in the Lawsuit.

k. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving this Settlement Agreement and entering judgment.

l. “Final Approval Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement.

m. “Gross Settlement Amount” means the amount that Defendants shall pay as consideration for this Settlement, in exchange for the release of the Eligible Class Members’ Released Claims, and includes, subject to Court approval, the Fee Award, an award of litigation costs to Class Counsel, a Service Award for the Named Plaintiff, and the Settlement Administrator’s costs to administer the Settlement. The Gross Settlement Amount is the sum of Two Hundred and Five Thousand Dollars (\$205,000.00), comprised of \$200,000.00 for the wage claims and a separately negotiated \$5,000.00 for the Service Award for the Named Plaintiff. In no event shall (i) the Gross Settlement Amount exceed this amount; or (ii) shall Defendants be required to pay more than the Gross Settlement Amount in connection with the Settlement, with

the exception of the employers' share of payroll taxes attributable to the wage portions of the Settlement Awards.

n. "Initial Mailing" is defined in Section 21 below.

o. "Named Plaintiff" means Kristine Stufflebeam.

p. "Net Settlement Amount" means the Gross Settlement Amount less: (i) Five Thousand Dollars (\$5,000.00) for the Named Plaintiff for her efforts in bringing and prosecuting this matter ("Service Award"); (ii) the amount of the Fee Award to Class Counsel, which is not to exceed one-third (1/3) of the Gross Settlement Amount; (iii) Class Counsel's reasonable expenses, not to exceed \$7,500.00; and (iv) the Settlement Administrator's costs to administer the Settlement, not to exceed \$10,000.00. The Parties acknowledge that all of these amounts are subject to the Court's approval.

q. "Notice Deadline" means the date forty-five (45) days after the Settlement Notices are initially mailed by the Settlement Administrator to the Settlement Class. Settlement Class Members shall have until the Notice Deadline to object to or opt out of the Settlement.

r. "Parties" means the parties to this Agreement.

s. "Preliminary Approval" or "Preliminary Approval Order" means the Court's Preliminary Approval Order preliminarily approving the terms and conditions of this Agreement.

t. "Releasees" means Defendants and their present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of its and their past and present shareholders, officers, directors, employees, agents, servants, owners, members, managers, investors, executors, consultants, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, re-insurers, partners, profit sharing, savings, health and other employee benefit plans of

any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on its or their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

u. "Settlement Administrator" means Analytics Consulting LLC, subject to the approval of the Court. The Settlement Administrator shall: (a) distribute the Settlement Notice, maintain a website containing pertinent case related documents and information, and maintain a toll-free phone number and email address to answer questions about the settlement; (b) provide information regarding any requests for exclusion, as well as regularly report to the Parties, in written form, the substance of the work performed; (c) confirm the calculations of the individual Settlement Awards to be paid to the Eligible Class Members in accordance with the terms and provisions of this Agreement; (d) effectuate payment of any applicable state and/or federal taxes; (e) mail the individual Settlement Award checks to Eligible Class Members; (f) issue W-2 and 1099 forms; (g) calculate and disburse any awards of costs, attorneys' fees (*e.g.*, any Fee Award), class representative enhancement (*e.g.*, Service Award), and/or applicable taxes from the Gross Settlement Amount; and (h) perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

v. "Settlement Award" means the payment that each Eligible Class Member shall be entitled to receive pursuant to the terms of this Agreement.

w. "Settlement Class" or "Settlement Class Member" means all current and former non-exempt employees of The Loft who worked in Illinois in nursing roles between June 1, 2020 and May 31, 2023, and who were not paid overtime at a rate of one-and-one-half times their "regular hourly rate" for all hours worked over forty in a workweek taking into account certain

non-discretionary bonuses, including Extra Shift Pay. There are approximately 447 members of the Settlement Class.

x. “Eligible Class Members’ Released Claims” is defined below in Paragraphs 17-19.

y. “Settlement Notice” means the Notice of Class Action Settlement to the Settlement Class substantially in the form as Exhibit A attached hereto or as approved by the Court.

RELEASES

15. In exchange for the consideration set forth in this Settlement Agreement, Eligible Class Members agree to release all claims as set forth herein.

16. The Parties acknowledge and agree that this Settlement shall proceed on an “all in, non-reversionary” basis, and that only Eligible Class Members will be sent a Settlement Award check. All Eligible Class Members shall release and be deemed to have released, fully, finally and with prejudice, to the full extent permitted by law, the Eligible Class Members’ Released Claims. The Parties acknowledge that only Eligible Class Members who cash or deposit their Settlement Award check shall release their FLSA claims against Defendants and all Releasees.

17. **Eligible Class Members’ Released Claims:** Upon Final Approval of the Settlement Agreement, all Eligible Class Members shall and hereby do release, discharge, and covenant not to sue Defendants and all Releasees, finally, forever and with prejudice, to the full extent permitted by law, from any and all claims for damages or penalties asserted in the Complaint that are available under the wage and hour laws of the State of Illinois, including but not limited to claims for attorneys’ fees, costs, and expenses, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest arising from the alleged failure to include certain bonuses (including but not limited to extra shift bonuses) in the regular rate of pay for purposes of calculating overtime for the time period from June 3, 2020 and May 31, 2023.

Eligible Class Members will only release their wage claims under the FLSA for the alleged failure to include certain bonuses (including but not limited to extra shift bonuses) in the regular rate of pay for purposes of calculating overtime for the time period from June 3, 2020 and May 31, 2023, upon signing, cashing, depositing, or negotiating their Settlement Award check. Defendants agree that participation in the settlement and release of the Eligible Class Members' Released Claims may not be used to assert collateral estoppel, res judicata, waiver or any other claim preclusion of FLSA claims or other claims not included in the Eligible Class Members' Released Claims with respect to individuals who did not specifically release those FLSA or other claims in this Agreement.

18. **Release Language on Settlement Checks.** The Settlement Administrator shall include the following release language on the back of each Settlement Award check:

By signing or cashing this check, I affirm I am releasing Defendants and all Releasees of all released claims as set forth in the Settlement Agreement approved by the Court in *Stuffbeam v. Loft Healthcare Consultants et al.*, No. 1:23-cv-00775. I affirm that I will not sue or assert any of the released claims, including FLSA claims, against Defendants or any Releasee.

19. Eligible Class Members, to the fullest extent allowed by law, are prohibited from asserting any claims released by them in this Settlement, and from commencing, joining in, prosecuting, or voluntarily assisting in a lawsuit or adversarial proceeding against Defendants and all Releasees, based on claims released by them in this Settlement. Excluded from this prohibition are any instances where any individual is legally compelled to testify or provide other information through service of a subpoena or other process.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

20. The Parties agree to the following procedures for obtaining Preliminary Approval of the Settlement, certifying the Settlement Class, and notifying the Settlement Class of this Settlement:

a. **Request for Class Certification and Preliminary Approval Order.**

Plaintiff shall file an Unopposed Motion for Preliminary Approval of Settlement Agreement, requesting that the Court certify the Settlement Class pursuant to 29 U.S.C. § 216(b) (FLSA Claims) and FED. R. CIV. P. 23(a) and (b)(3) (State Law Claims) for the sole purpose of settlement; preliminarily approve the Settlement Agreement and its terms; approve the proposed form of the Settlement Notice and find that the proposed method of disseminating the Settlement Notice meets the requirements of due process and is the best notice practicable under the circumstances; set a date for Plaintiff's Motion for Approval of Attorney's Fees and Costs and Motion for Final Approval of the Settlement; approve the Settlement Administrator; and set a date for the Final Approval Hearing. Class Counsel shall provide Defendants' Counsel with a copy of a draft Unopposed Motion for Preliminary Approval of Settlement Agreement at least five (5) business days in advance of filing it with the Court.

21. **Notice.** The Settlement Administrator shall be responsible for preparing, printing and mailing the Settlement Notice, substantially in the form attached as Exhibit A, to Named Plaintiff and Settlement Class Members.

b. **Class Information.** Within ten (10) business days after the Court's Preliminary Approval of the Settlement, Defendants shall provide to the Settlement Administrator an electronic database containing the names, last known addresses, last known telephone numbers (if any), last known email addresses (if any), social security numbers or tax ID numbers of each Settlement Class Member previously identified by the Parties. Class Counsel will provide to the Settlement Administrator and Defendants' Counsel the proposed gross settlement awards for each Settlement Class Member.

c. In order to provide the best notice practicable, the Settlement Administrator,

prior to mailing the Settlement Notice, will make reasonable efforts to identify current addresses via public and proprietary systems.

d. Within five (5) business days after receiving the contact information for the Settlement Class, the Settlement Administrator shall mail and email (if email addresses are available) the agreed upon and Court approved Settlement Notice to Settlement Class Members (“Initial Mailing”). The Settlement Administrator shall provide prompt notice to Class Counsel and Defendants’ Counsel that the Settlement Notices have been mailed.

e. Any Settlement Notice returned to the Settlement Administrator with a forwarding address shall be re-mailed within three (3) business days following receipt of the returned mail. If any Settlement Notice is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts to search for the correct address, and shall promptly re-mail the Settlement Notice to any newly found addresses. In no circumstance shall such re-mailing extend the Notice Deadline.

f. Defendants will not take any adverse action against any current employee on the grounds that he/she is eligible to participate or does participate in the Settlement. Defendants will not discourage Settlement Class Members from participating in the Settlement or cashing and/or depositing their Settlement Awards.

22. **Objections.** The Settlement Notice shall provide that Settlement Class Members who wish to object to the Settlement must, on or before the Notice Deadline, mail to Class Counsel and Defendants’ Counsel a written statement objecting to the Settlement. Such objection shall not be valid unless it includes the information specified in the Settlement Notice. The statement must be signed personally by the objector, and must include the objector’s name, address, telephone number, email address (if applicable), the factual and legal grounds for the objection, and whether

the objector intends to appear at the Final Approval Hearing. The Settlement Notice shall advise Settlement Class Members that objections shall only be considered if the Settlement Class Member has not opted out of the Settlement. No Settlement Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through counsel), unless written notice of the Settlement Class Member's intention to appear at the Final Approval Hearing has been filed with the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline and the Settlement Class Member has not opted out of the Settlement. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Persons who fail to return timely written objections in the manner specified above shall be deemed to have waived any objections and oppositions to the Settlement's fairness, reasonableness and adequacy, and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. None of the Parties, their counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to object to the settlement, or appeal from any order of the Court that is consistent with the terms of this Settlement, or discourage participation in the Settlement claims process.

23. **Requests for Exclusion.** The Settlement Notice shall provide that Settlement Class Members, other than Named Plaintiff, who wish to exclude themselves from the Settlement ("opt out") must mail to the Settlement Administrator a written statement indicating that they do not wish to participate or be bound by the Settlement. The written request for exclusion must contain the Settlement Class Member's full name, address, telephone number, email address (if applicable), and last four digits of their social security number, and must be signed individually by the Class Member. No opt-out request may be made on behalf of a group. Such written statement must be postmarked by the Notice Deadline.

24. **Report by the Settlement Administrator.** Within five (5) business days after the Notice Deadline, the Settlement Administrator shall provide to Class Counsel and Defendants' Counsel notice of the total number of Settlement Class Members who filed timely and valid requests for exclusion from the Settlement, along with the complete copies of all requests for exclusion, including their postmark dates.

25. **Final Approval Hearing.** After review and approval by Defendants, Named Plaintiff shall request that the Court schedule the Final Approval Hearing no earlier than thirty (30) days after the Notice Deadline to determine final approval of the Settlement and to enter a Final Approval Order:

a. certifying this Action and Settlement Class as an FLSA collective action under 29 U.S.C. § 216(b) and as a class action under FED. R. CIV. P. 23(a) and (b)(3) for purposes of settlement only;

b. finding dissemination of the Settlement Notice was accomplished as directed and met the requirements of due process;

c. finally approving the Settlement and its terms as fair, reasonable and adequate;

d. directing that the Settlement funds be distributed in accordance with the terms of this Settlement Agreement, including approving the Parties agreed upon *cy pres* recipient;

e. directing that the Lawsuit be dismissed finally, fully, forever and with prejudice and in full and final discharge of any and all Eligible Class Members' Released Claims; and

f. retaining continuing jurisdiction over this Action for purposes only of overseeing all settlement administration matters.

SETTLEMENT FUNDS AND AWARD CALCULATION

26. **Gross Settlement Amount.**

a. **Deposit.** Within fourteen (14) business days of the Court's order preliminarily approving the Settlement, Defendants shall electronically transfer the Gross Settlement Amount to the Settlement Administrator. Upon receipt by the Settlement Administrator, these funds shall be transferred immediately to a Qualified Settlement Fund satisfying the requirements of Treasury Regulation Section 1.468B-1. The Settlement Administrator shall provide Defendants' Counsel with an escrow agreement in advance of any such transfer. The Settlement Administrator shall provide Defendants with a Section 1.468B-1 Relation Back Election that meets the requirements of Regulation Section 1.468B-1(j)(2) within five (5) business days after receipt of the funds. Defendants shall execute and return this document to the Settlement Administrator, to the extent necessary, which shall be affixed to the initial tax return of the Qualified Settlement Fund in order to establish the start date of the Qualified Settlement Fund.

b. In no event shall (i) the Gross Settlement Amount exceed \$205,000.00 (Two Hundred and Five Thousand Dollars and Zero Cents); or (ii) shall Defendants be required to pay more than the Gross Settlement Amount in connection with the Settlement, with the exception of the employers' share of payroll taxes attributable to the wage portions of the Settlement Awards.

c. There shall be no reversion of any portion of the Gross Settlement Amount to Defendants at any time after the Effective Date. Notwithstanding the foregoing, any amounts from uncashed settlement checks or checks that are returned to the Claims Administrator after the Claims Administrator has used reasonable, good faith efforts to locate Eligible Class Members (including through last known addresses, phone numbers and email addresses), shall be redistributed to those Eligible Class Members who cashed their settlement checks on a pro-rata

basis in relation to the underlying amount of the Net Settlement Fund received by such Eligible Class Member.

d. **Disbursement by Settlement Administrator.** All disbursements shall be made from the Qualified Settlement Fund and the Settlement Administrator shall be the only person and/or entity authorized to make withdrawals or payments from the Qualified Settlement Fund

27. **Payments.** Subject to the Court's Final Approval Order, the following amounts shall be paid by the Settlement Administrator from the Gross Settlement Amount:

a. **Service Award to Named Plaintiff.** Subject to the Court's approval, Named Plaintiff shall receive Five Thousand Dollars (\$5,000.00) for her efforts in bringing and prosecuting this matter. The Qualified Settlement Fund shall issue a Form 1099 for this payment. This payment shall be made within five (5) business days after the Effective Date. An award of any Service Award is not a material term of this Agreement, and the award of a Service Award at less than the amount requested by Class Counsel does not give rise to a basis to abrogate this Agreement. Plaintiff shall be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes owed. Plaintiff hereby indemnifies and holds Defendants harmless for and against any action or liability of herself, including but not limited to any costs and/or legal fees incurred by Defendant if any tax authority should dispute the characterization of this compensation made by Plaintiff. Defendants shall be liable for their own tax obligations related to the Service Award payment, if any, and Plaintiff shall not indemnify Defendants against their own tax obligations. If the Court fails to approve or approves a lower service payment aware to the Named Plaintiff than provided for in this Agreement, the unapproved amount shall become part of the Net Settlement Amount to be allocated according to the terms of this Agreement.

b. **Fee Awards and Costs.**

(i) Class Counsel will file a motion for approval of attorneys' fees and costs fourteen (14) days before the Notice Deadline or as otherwise ordered by the Court. Subject to the Court's approval, Class Counsel shall receive a Fee Award in an amount up to one-third (1/3) of the Gross Settlement Amount, which will compensate Class Counsel for all work performed in the Lawsuit as of the date of this Settlement Agreement as well as all of the work remaining to be performed, including but not limited to documenting the Settlement, securing Court approval of the Settlement, ensuring that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Lawsuit. In addition, Class Counsel shall, subject to Court approval, receive reimbursement of their out-of-pocket costs, not to exceed \$7,500.00, as approved by the Court. The payment of the Fee Award and costs shall be made within five (5) business days after the Effective Date. The award of a Fee Award and costs at less than the amount requested by Class Counsel does not give rise to a basis to abrogate this Agreement. If the Court fails to approve or approves a lower amount of attorneys' fees and/or costs than provided for in this Agreement, the unapproved amount shall become part of the Net Settlement Amount to be allocated according to the terms of this Agreement.

(ii) The Fee Award paid by Defendants pursuant to this Agreement, out of the Gross Settlement Amount, shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Lawsuit on behalf of Named Plaintiff and/or any Settlement Class Member, and shall relieve Defendants from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of Named Plaintiff or any Settlement Class Member.

(iii) A Form 1099 shall be provided to Class Counsel for the payments

made to Class Counsel for attorneys' fees and costs. Class Counsel shall be solely and legally responsible to pay any and all applicable taxes on the payment made to them.

c. **Settlement Awards to Eligible Class Members.** Settlement Awards shall be made to Eligible Class Members as set forth below.

28. **No Claim Based Upon Distributions or Payments in Accordance with this Settlement Agreement.** No person shall have any claim against Defendants, any of the Releasees, Class Counsel, Defendants' Counsel, or the Settlement Administrator based on distributions or payments made in accordance with this Settlement Agreement.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

29. **Settlement Awards to Eligible Class Members.** All Eligible Class Members shall receive a *pro rata* share of the Net Settlement Amount based upon the amount of their unpaid overtime damages as set forth in the payroll and related data produced by Defendants for mediation, though all Eligible Class Members shall receive a minimum payment of \$10.00. Class Counsel shall provide to Defendants' Counsel and the Settlement Administrator the proposed allocation within ten (10) business days of the Effective Date. Defendants' Counsel shall have three (3) business days to review the proposed allocations. The Settlement Administration will determine the applicable taxes on the Settlement Awards. The Settlement Administrator's determination of eligibility for, and the amounts of, any individual Settlement Awards under the terms of this Agreement shall be conclusive, final, and binding on all Settlement Class Members, including all Eligible Class Members.

30. **Allocations.** All Settlement Awards will be allocated as follows: sixty percent (60%) shall be allocated to wages and forty percent (40%) shall be allocated to non-wage premiums, penalties, and interest. The portion allocated to wages shall be reported on an IRS Form W-2, and the portion allocated to non-wage premiums, penalties, and interest shall be reported on

an IRS Form 1099. Eligible Class Members assume full responsibility and liability for the payment of taxes due on the Settlement Awards, except that the employer's portion of the payroll taxes on the amount allocated to W-2 wages shall be paid separately by Defendants as set forth herein.

31. The Settlement Administrator shall provide Class Counsel and Defendants' Counsel with a final report of all Settlement Awards, at least ten (10) business days before the Settlement Awards to Eligible Class Members are mailed.

32. The Settlement Administrator shall mail all Settlement Awards to Eligible Class Members within forty-five (45) days after the Effective Date or as soon as reasonably practicable. The Settlement Administrator shall then provide a written certification of such payments to counsel for the Parties.

33. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and shall be accompanied by the cover letter attached hereto as Exhibit B when they are sent to Eligible Class Members by the Settlement Administrator by U.S. First Class Mail. On the 90th day after the date of their issuance, the Settlement Administrator will mail by U.S. First Class Mail and email the letter attached hereto as Exhibit C to any Eligible Class Members who have not yet cashed their checks to inform and remind them of the 180-day deadline. At any point, the Settlement Administrator shall have the authority to stop payment on a lost check and issue a new check to an Eligible Class Member upon request. Any remaining Settlement Award Checks that are not cashed after 180 days may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. In such a circumstance, the Eligible Class Member shall nevertheless be deemed to have finally and forever released the

Eligible Class Members' Released Claims, as applicable, except such Eligible Class Member other than the Named Plaintiff, shall not release any FLSA claims against Defendants.

34. **Remaining Monies.** If at the conclusion of the 180-day check void period set forth above, there are any monies remaining, those monies shall be paid/distributed to the Parties agreed upon *cy pres* recipient, Land of Lincoln Legal Aid, subject to Court approval in the Final Approval Order.

35. **No Tax Advice.** The Parties make no representations as to the tax treatment or legal effect of the payments provided for herein, and Eligible Class Members may not rely on any statement or representation by Defendants in this regard. Eligible Class Members will be solely responsible for payment of any taxes and penalties assessed on the payment described herein. Except as otherwise set forth herein, Named Plaintiff represents and warrants that she understands that it is her sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income. Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Eligible Class Members in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations. The Parties make no representations about the tax consequences to the portion of the individual Settlement Awards representing interest, reimbursement of expenses, and statutory penalties, and Class Members are encouraged to consult with their own tax preparers and/or accountants to determine how these payments may affect their tax liability.

CIRCULAR 230 DISCLAIMER: EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE

PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OR ANY SUCH ATTORNEY'S OR ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

MISCELLANEOUS

36. **No Admission of Liability.** This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendants or any of the Releasees of any fault or liability or wrongdoing.

37. **Defendants' Legal Fees.** Defendants' legal fees and expenses in this Action shall be borne by Defendants.

38. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not preliminarily or finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur, the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then any Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

39. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Lawsuit, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

40. **Computation of Time.** For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the following business day. The term "days" shall mean calendar days unless otherwise noted.

41. **Interim Stay of Proceedings and Continuation of Tolling Agreement.** The Parties agree to hold in abeyance all proceedings in the Lawsuit and continue tolling the statute of limitations on potential collective members FLSA claims, IMWL claims, and IWPCA claims, except such proceedings necessary to implement and complete the Settlement. Further, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

42. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

43. **Entire Settlement Agreement.** This Agreement with exhibits constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, including the Parties' executed Memorandum of Understanding executed on December 18, 2023, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

44. **Authorization to Enter Into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties

and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of the mediator, Gloria Portella, to resolve such disagreement.

45. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Named Plaintiff, Defendants, the Eligible Class Members and their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

46. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

47. **No Signature Required by Eligible Class Members.** Only the Named Plaintiff will be required to execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release and such shall have the same force and effect as if this Settlement Agreement were executed by each Eligible Class Member.

48. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

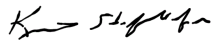
49. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of Illinois.

50. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

[REMAINING PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the Parties and their Counsel have executed this Settlement Agreement as follows:

PLAINTIFF:

DocuSigned by:

480801A5AD5D4DC
Kristine Stufflebeam

Date: 02/13, 2024

APPROVED AS TO FORM BY CLASS COUNSEL:

DocuSigned by:

A884231B873346E
Alexandra K. Piazza
BERGER MONTAGUE PC
2001 Pennsylvania Ave., NW, Suite 300
Washington, D.C. 20006

Date: February 12, 2024

Camille Fundora Rodriguez
Olivia Lanctot
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

DocuSigned by:

E40DC485A494407
Katrina Carroll
Kyle Shamberg
LYNCH CARPENTER, LLP
111 W. Washington Street, Suite 1240
Chicago, IL 60602

Date: February 13, 2024

DEFENDANTS:

Loft Healthcare Consultants, Inc. f/k/a Select Healthcare Consultants Inc., The Loft Rehabilitation and Nursing, LLC, The Loft Rehabilitation and Nursing of Canton LLC, The Loft Rehabilitation of Decatur LLC, The Loft Rehabilitation and Nursing of Normal LLC, and The Loft Rehabilitation of Rock Springs LLC


Its: CFO

Date: February 12, 2024

**APPROVED AS TO FORM
BY DEFENDANTS' COUNSEL:**

/s/Katie S. Lonze_____ **Date: February 12, 2024**

Stephanie F. Jones

Katie S. Lonze

GORDON REES SCULLY MANSUKHANI, LLP

1 N. Franklin St., Suite 800

Chicago, IL 60606

EXHIBIT A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**Kristine Stufflebeam, individually and on
behalf of all others similarly situated,**

Plaintiff,

v.

**LOFT HEALTHCARE CONSULTANTS,
INC f/k/a SELECT HEALTHCARE
CONSULTANTS INC.; et al.,**

Defendants.

Case No. 1:23-cv-00775

NOTICE OF COLLECTIVE AND CLASS ACTION SETTLEMENT

TO: **NAME**
ADDRESS
ADDRESS

The United States District Court for the Northern District of Illinois authorized this Notice of Collective and Class Action Settlement. This is not a solicitation. This is not a lawsuit against you, and you are not being sued.

PLEASE READ THIS NOTICE CAREFULLY.

1. Why Should You Read This Notice?

You received this Notice of Class Action Settlement (“Settlement Notice”) because the records of Defendants Loft Healthcare Consultants, Inc. f/k/a Select Healthcare Consultants Inc., The Loft Rehabilitation and Nursing, LLC, The Loft Rehabilitation and Nursing of Canton LLC, The Loft Rehabilitation of Decatur LLC, The Loft Rehabilitation and Nursing of Normal LLC, and The Loft Rehabilitation of Rock Springs LLC (“The Loft” or “Defendants”) show that you worked for the Loft as a non-exempt employee in Illinois between June 1, 2020 and May 31, 2023, and you were not paid overtime compensation at a rate of one-and-one-half times your “regular hourly rate” for all hours worked over forty in a workweek when taking into account certain non-discretionary bonuses, including Extra Shift Pay (the “Settlement Class” or “Settlement Class Member”).

This Settlement Notice explains your right to participate in and share in the monetary proceeds of the Settlement, or to exclude yourself (“opt out”) of the Settlement, or object to the Settlement. On **[DATE]**, 2024, the Honorable Sarah L. Ellis granted preliminary approval of the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on **[DATE]** at **[TIME]** in

[LOCATION].

2. What is this Lawsuit About?

Plaintiff Kristine Stufflebeam filed this class and collective action before the United States District Court for the Northern District of Illinois (the “Lawsuit”) alleging that The Loft failed to include Plaintiff’s and Settlement Class Members’ non-discretionary bonuses, including Extra Shift pay, in the calculation of their regular rate of pay, which resulted in unpaid overtime wages in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, the Illinois Minimum Wage Law (“IMWL”), and the Illinois Wage Payment and Collection Act (“IWPCA”). The Parties agreed to settle this dispute for back wages for the purpose of avoiding further litigation with its attendant risk, expense, and inconvenience. The Court has not issued a ruling on the merits of the Lawsuit.

3. What Are the Terms of the Settlement?

Under the terms of the Settlement Agreement, The Loft has agreed to pay Two Hundred and Five Thousand Dollars (\$205,000.00) (the “Gross Settlement Amount”) to settle the claims for unpaid overtime arising from the issue described above.

Deductions from this amount will be made for (a) Class Counsel’s attorneys’ fees in an amount of up to one-third (1/3) of the Gross Settlement Amount, plus their reasonable expenses incurred; (b) the Settlement Administrator’s reasonable fees and costs, not to exceed \$10,000.00; and (c) a Service Award for the Named Plaintiff totaling \$5,000.00. All of these amounts are subject to approval by the Court in the Final Approval Order. After subtracting these amounts, the balance of the funds (the “Net Settlement Amount”) will be divided by the Settlement Administrator among all Eligible Class Members, who will each automatically receive a *pro rata* Settlement Award based upon the amount of their unpaid overtime damages, as set forth in the payroll and related data produced by The Loft. The minimum Settlement Award each Eligible Class Member will receive is \$10.00.

Sixty percent (60%) of each payment from the Net Settlement Amount will be allocated to back wages and forty percent (40%) will be allocated to liquidated damages. The Settlement Administrator will issue an IRS Form W-2 for 60% of the payment and an IRS Form 1099 for the other 40% of the payment. Neither the Settlement Administrator nor the Parties can provide tax advice. You should contact your accountant or tax related advisors for any questions about taxes you may owe on these amounts.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your Settlement Award from the Settlement Administrator. If you fail to keep your address current, you may not receive your Settlement Award.

4. What Claims Are Released by the Settlement?

If the Court grants final approval of the Settlement, the Lawsuit will be dismissed with prejudice against Defendants, and each Eligible Class Member will release and discharge Releasees from

any and all claims for damages or penalties asserted in the Complaint that are available under the wage and hour laws of the State of Illinois, including but not limited to claims for attorneys' fees, costs, and expenses, liquidated damages, punitive damages, civil penalties, equitable remedies, and/or pre- or post-judgment interest arising from the alleged failure to include certain bonuses (including but not limited to extra shift bonuses) in the regular rate of pay for purposes of calculating overtime for the time period from June 3, 2020 and May 31, 2023. Eligible Class Members will only release their wage claims asserted in the Complaint under the FLSA upon signing, cashing, depositing, or negotiating their Settlement Award check.

The term Releasees includes Defendants and their present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of its and their past and present shareholders, officers, directors, employees, agents, servants, owners, members, managers, investors, executors, consultants, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, re-insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on its or their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

5. What Are My Rights?

- **Do Nothing:** If you do nothing and the Court grants final approval to the Settlement, you will automatically receive your Settlement Award. You will release your FLSA claims if you cash or deposit your Settlement Award.
- **Opt-Out:** If you do not wish to be bound by the class action release above with respect to the state law claims, you must submit a written exclusion from the Settlement ("opt-out"), which must contain your full name, address, telephone number, email address (if applicable), and last four digits of your social security number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at **ADDRESS**, postmarked by **[INSERT]**. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal, or comment thereon.**
- **Object:** If you wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the Settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be mailed to:

Alexandra K. Piazza
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103

Stephanie F. Jones
GORDON REES SCULLY
MANSUKHANI, LLP
1 N. Franklin St., Suite 800
Chicago, IL 60606

If you submit a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendants' Counsel on or before the Notice Deadline, [45 days after Settlement Notices are mailed]. To be heard at the Final Approval Hearing you must also not have opted out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendants' Counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

6. Can Respondent Retaliate Against Me for Participating in this Lawsuit?

No. Your participation in this Settlement will in no way affect your work or employment with Defendants. It is unlawful and a violation of federal law for Defendants to take any adverse action against you as a result of your participation in this Settlement. In fact, Defendants encourage you to participate in this Settlement.

7. Who Are The Attorneys Representing Claimants And The Settlement Collective and Class Members?

Plaintiff and the Settlement Class Members are represented by the following attorneys:

Alexandra K. Piazza
BERGER MONTAGUE PC
2001 Pennsylvania Ave., NW, Suite 300
Washington, D.C. 20006
Email: apiazza@bm.net
Website: www.bergermontague.com

Camille Fundora Rodriguez
Olivia Lanctot
BERGER MONTAGUE PC
1818 Market Street, Suite 3600
Philadelphia, PA 19103
Telephone: (215) 875-3033
Email: crodriguez@bm.net
Email: olanctot@bm.net
Website: www.bergermontague.com

Katrina Carroll
Kyle Shamberg
LYNCH CARPENTER, LLP

111 W. Washington Street, Suite 1240
Chicago, IL 60602
Email: kathrina@lcllp.com
Email: kyle@lcllp.com
Website: <https://lynchcarpenter.com/>

8. How Will the Attorneys Be Paid?

You do not have to pay the attorneys who represent the Settlement Class Members. The Settlement Agreement provides that Class Counsel will request attorneys' fees of up to one-third (1/3) of the Gross Settlement Amount, plus reimbursement for their reasonable expenses incurred. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court two weeks prior to the Notice Deadline, which the Court will consider at the Final Approval Hearing.

9. Who May I Contact If I Have Further Questions?

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator using the information below or Class Counsel listed above. Please refer to the Loft Wage & Hour Settlement.

The Loft Wage & Hour Settlement Administrator

[INSERT CONTACT INFO]

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is available through the Settlement Administrator or Class Counsel.

**PLEASE DO NOT WRITE OR TELEPHONE THE COURT
OR THE LOFT FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT.**

EXHIBIT B

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**Kristine Stufflebeam, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**LOFT HEALTHCARE CONSULTANTS, INC
f/k/a SELECT HEALTHCARE
CONSULTANTS INC.; et al.,**

Defendants.

Case No. 1:23-cv-00775

NOTICE OF SETTLEMENT AWARD

TO: [Name]
[Address]
[Address]

We are writing on behalf of Analytics Consulting, LLC the Court-appointed Settlement Administrator in the above-captioned Action. You previously received a Notice of Settlement informing you about the Settlement. On [DATE], the Court granted final approval of the Settlement.

Your Settlement Award check is now enclosed. Please note that your check will automatically expire and become void in 180 days on [INSERT DATE]. Therefore, please cash or deposit your check as soon as possible.

Please contact the Settlement Administrator using the contact information below with any questions or if you need your check reissued. Thank you.

The Loft Wage & Hour Settlement Administrator

[INSERT ADDRESS]

[INSERT TELEPHONE NUMBER]

[INSERT EMAIL]

EXHIBIT C

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS**

**Kristine Stufflebeam, individually and on behalf
of all others similarly situated,**

Plaintiff,

v.

**LOFT HEALTHCARE CONSULTANTS, INC
f/k/a SELECT HEALTHCARE
CONSULTANTS INC.; et al.,**

Defendants.

Case No. 1:23-cv-00775

NOTICE OF SETTLEMENT AWARD EXPIRATION DATE

TO: [Name]
[Address]
[Address]

We are writing on behalf of Analytics Consulting, LLC the Court-appointed Settlement Administrator in the above-captioned Action. You previously received a Notice of Settlement informing you about the Settlement and a letter enclosing your Settlement Award check.

Please note that your check will automatically expire and become void in 90 days on [INSERT DATE]. Therefore, please cash or deposit your check as soon as possible.

Please contact the Settlement Administrator using the contact information below with any questions or if you need your check reissued. Thank you.

The Loft Wage & Hour Settlement Administrator

[INSERT ADDRESS]

[INSERT TELEPHONE NUMBER]

[INSERT EMAIL]