

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

JACQUELINE PIERRO, individually
and on behalf of others similarly situated,

Plaintiff,

v.

THE CARLE FOUNDATION HOSPITAL,

Defendant.

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Case No. 2:23-cv-02117

Honorable Colin Stirling Bruce

Magistrate Judge Eric I. Long

SETTLEMENT AGREEMENT

This Settlement Agreement (the “Agreement”) is entered into by and between JACQUELINE PIERRO (the “Named Plaintiff”), individually and on behalf of the proposed settlement class (as defined herein) in the above-captioned matter, and Defendant, THE CARLE FOUNDATION HOSPITAL (“Defendant”) (together with Named Plaintiff, the “Parties” or, individually, “Party”).

RECITALS

WHEREAS, the Named Plaintiff filed her Collective and Class Action Complaint (“Complaint”) asserting claims against Defendant under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, the Illinois Minimum Wage Law, 820 ILCS § 105/1 *et seq.* (“IMWL”), and the Illinois Wage Payment and Collection Act, 820 ILCS § 115/1 *et seq.* (“IWPCA”) for the alleged failure to pay certain overtime and straight-time wages to the Named Plaintiff and a putative collective and class of hourly-paid employees (the “Litigation”); and

WHEREAS, the purpose of this Agreement is to settle fully and finally all claims as set forth in Section 4 of this Agreement, including all claims asserted in the Litigation and those claims that could have been so asserted under the FLSA, the IMWL, the IWPCA or any law based on the allegations in the Complaint relating to the non-payment of overtime and straight-time wages by individuals employed as hourly workers by Defendant who do not either withdraw their consent to join or request to be excluded; and

WHEREAS, Defendant denies all of the allegations made by Named Plaintiff in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, on February 3, 2025, the Parties participated in a mediation session of this matter, which was conducted by experienced and nationally recognized wage-and-hour class action mediator, Hunter R. Hughes III, Esq., and the Parties reached a resolution at the mediation, resulting in this Agreement; and

WHEREAS, Plaintiff's Counsel analyzed and evaluated the merits of the claims made against Defendant in the Litigation, conducted interviews with the Named Plaintiff and Opt-In Plaintiffs, obtained and reviewed documents relating to Defendant's compensation policies and practices, and analyzed payroll data, and based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions.

1. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below. Unless otherwise indicated, capitalized terms used herein shall have the same meaning and definition as the following:

- 1.1 **"Claim Form"** means the document entitled Claim Form to be approved by the Court in a form substantially similar to the document attached hereto as **Exhibit C**.
- 1.2 **"Class Counsel"** and **"Settlement Class Counsel"** means James X. Bormes and Catherine P. Sons of the Law Office of James X. Bormes, P.C. and Thomas M. Ryan of the Law Office of Thomas M. Ryan, P.C.
- 1.3 **"Complaint"** means the Complaint dated May 25, 2023 that was filed by the Named Plaintiff in this Litigation.
- 1.4 **"Court"** means the United States District Court for the Central District of Illinois.
- 1.5 **"Defendant"** means The Carle Foundation Hospital.
- 1.6 **"Defendant's Counsel"** means Amy G. Doebling and Catherine A. Miller of Akerman LLP.
- 1.7 **"Effective Date"** shall mean the thirtieth (30th) day after the Court's issuance of the Final Approval Order, provided that the Final Approval Order is not appealed.

- 1.8 “Eligible Work Week”** means any and all weeks during which a Plaintiff performed any compensable work for Defendant as an hourly-paid employee, during the period between May 25, 2013 and January 25, 2025.
- 1.9 “Employer Payroll Taxes”** means all taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation, including FICA, FUTA, and SUTA obligations.
- 1.10 “Final Approval Order”** means an Order which gives final approval to the Settlement following the notice process as set forth herein.
- 1.11 “Funding Date”** shall mean seven (7) days after the date of issuance of the Final Approval Order, when the Gross Fund is paid to the Settlement Administrator.
- 1.12 “Gross Fund”** means Sixteen Million and 00/100 Dollars (\$16,000,000.00), which is the maximum amount that Defendant has agreed to pay to fully resolve and settle this Litigation, including any claim for attorneys’ fees and costs approved by the Court; any and all amounts to be paid to the Plaintiffs; the cost of settlement administration; and any Court-approved Service Awards. The Gross Fund does not include the Employer Payroll Taxes, which will be paid separately by the Employer.
- 1.13 “Last Known Address” or “Last Known Addresses”** means the most recently recorded personal mailing address for a Plaintiff as shown in Defendant’s records or those of The Carle Foundation, or as provided by Class Counsel.
- 1.14 “Litigation” or the “Lawsuit” or the “Action”** means the lawsuit entitled *Pierro v. The Carle Foundation Hospital*, No. 2:23-cv-02117 in the United States District Court for the Central District of Illinois.
- 1.15 “Named Plaintiff”** means Jacqueline Pierro.
- 1.16 “Net Fund”** means the remainder of the Gross Fund after deductions, payments, or allocations for: (a) the Settlement Administrator’s fees and costs; (b) Court-approved attorneys’ fees and costs for Class Counsel; and (c) any Court-approved Service Awards.
- 1.17 “Objection/Exclusion Deadline”** means the date sixty (60) days after Notice of the Settlement is mailed to Plaintiffs.
- 1.18 “Opt-In Plaintiffs”** means the eight (8) individuals who have filed Consents to Join this Litigation (other than the Named Plaintiff), who have not withdrawn or been dismissed from this action. The eight (8) Opt-in Plaintiffs are Ashley Chambers, Brittany Chambers, Crystal Avant, Jaime Bradley, Kelley Chambers, Kim Green, Tonya Burton and Anna Schuetz.
- 1.19 “Parties”** collectively means the Named Plaintiff and Defendant.

- 1.20** “**Plaintiffs**”, means all hourly-paid employees who worked for Defendant or The Carle Foundation in Illinois at any time between May 25, 2013 and January 25, 2025, and whose clock in and clock out times were rounded.
- 1.21** “**Preliminary Approval Order**” means an order to be approved and entered by the Court, which gives preliminary approval to the Settlement, in a form substantially similar to the Proposed Approval Order attached hereto as **Exhibit A**.
- 1.22** “**Qualified Settlement Fund**” or “**QSF**” means the account established by the Settlement Administrator from the Gross Fund paid by Defendant. The QSF will be controlled by the Settlement Administrator, subject to the terms of this Agreement and the Court’s Order(s). Interest, if any, earned on any monies in the QSF will become part of the Net Fund.
- 1.23** “**Releasees**” means Defendant and The Carle Foundation and all of their past and present parents, subsidiaries, divisions, predecessors, insurers, successors, holding companies, and their respective current and former employees, attorneys, officers, directors, board members, and shareholders, both individually and in their business capacities.
- 1.24** “**Service Award Recipients**” means Jacqueline Pierro and the eight (8) Opt-In Plaintiffs who previously joined this action: Ashley Chambers, Brittany Chambers, Crystal Avant, Jaime Bradley, Kelley Chambers, Kim Green ,Tonya Burton and Anna Schuetz.
- 1.25** “**Settlement**” means the settlement between the Parties embodied and contained in this Agreement.
- 1.26** “**Settlement Administrator**” means Analytics, LLC.
- 1.27** “**Settlement Agreement**” or “**Agreement**” means this agreement and the exhibits hereto, which the Parties understand and agree set forth all material terms and conditions of the Settlement between them, and which is subject to Court approval.
- 1.28** “**Settlement Check**” means the check issued to each Claimant for their proportionate share of the Net Fund calculated in accordance with this Agreement.
- 1.29** “**Settlement Class**” and “**Settlement Class Member(s)**” mean all hourly-paid employees who worked for Defendant or The Carle Foundation in Illinois at any time between May 25, 2013 and January 25, 2025, and whose clock in and clock out times were rounded and who do not exclude themselves from the Settlement Class.
- 1.30** “**Settlement Notice**” means the document entitled Notice of Settlement to be approved by the Court in a form substantially similar to the notice attached hereto as **Exhibit B**.
- 1.31** “**The Carle Foundation**” means The Carle Foundation and all of its subsidiaries.

2. APPROVAL AND NOTICE TO PLAINTIFFS

- 2.1** Binding Agreement. This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.
- 2.2** Duties of the Settlement Administrator. The Settlement Administrator will be responsible for establishing a QSF account; running the Plaintiffs' addresses through the U.S. Postal Service's National Change of Address database and mailing the Notices using the most current mailing address; conducting a second mailing for any Plaintiffs whose Notice is returned as undelivered and for whom a forwarding address is provided by the U.S. Postal Service or through one entry level skip trace for each Plaintiffs whose Notice is returned as undelivered; preparing and mailing the Settlement Notices and Claim Forms to Plaintiffs; mailing a reminder postcard to the Plaintiffs during the claim in settlement process; setting up and monitoring a website that allows the Plaintiffs to submit a Claim Form; preparing and mailing Settlement Checks; distributing approved Service Awards and attorneys' fees and expenses; calculating and paying all appropriate taxes and complying with all applicable tax reporting obligations, including preparing and filing all applicable tax forms; retaining copies of the signed Settlement Checks; providing copies of the signed Settlement Checks to the Parties' counsel if requested; and preparing a declaration describing all duties performed and claims administration statistics.
- 2.3** The Parties will have equal access to the Settlement Administrator and all information related to the administration of the Settlement. The Settlement Administrator shall timely provide such information to counsel for either Party upon request. The Settlement Administrator will provide regular reports to counsel for the Parties regarding the status of the mailing of the Settlement Notice, the claims administration process, and distribution of the Settlement Checks.
- 2.4** The Parties agree to cooperate with the Settlement Administrator, provide accurate information, to the extent reasonably available, necessary to calculate the Settlement Checks, and provide necessary assistance to the Settlement Administrator in locating Plaintiffs.
- 2.5** Class Counsel shall file a motion for preliminary approval of the Parties' class and collective action settlement ("Preliminary Approval Motion"). With the Preliminary Approval Motion, Class Counsel also will file the Settlement Agreement, proposed Approval Order, Settlement Notice and Claim Form. Among other things, the Preliminary Approval Motion will ask the Court to: (a) issue and enter the Preliminary Approval Order approving the Settlement as fair, adequate, and reasonable, and (b) approve the proposed Settlement Notice and Claim Form to be sent to Plaintiffs and the claim in process.
- 2.6** Within seven (7) days of the Court's entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with a list, in electronic form, of the names, Last Known Addresses, social security numbers, pertinent dates of employment, and Eligible Work Weeks for each Plaintiff ("Class List"). At the same time, Class Counsel will also provide any updated addresses for the Plaintiffs.

- 2.7** This Settlement Agreement is intended to make payments to approximately 30,989 Plaintiffs. The Parties estimate the Plaintiffs collectively worked approximately 3,661,635 workweeks during the period between May 25, 2013 and January 25, 2025.
- 2.8** Settlement Notices and Claim Forms will be mailed, *via* First Class U.S. mail, postage prepaid, to Plaintiffs by the Settlement Administrator and a website shall be accessible no later than twenty-one (21) days after the entry of the Preliminary Approval Order.
- 2.9** The Settlement Notice and Claim Forms will notify Plaintiffs of the Settlement and include the amount of their approximate individual settlement amount, calculated based on their Eligible Work Weeks. The Settlement Notice shall advise Plaintiffs of their options and inform them that in order to receive a Settlement Check they must timely complete and submit a Claim Form. The Settlement Notice will also provide that by completing and submitting a Claim Form, they will be subject to the terms and conditions contained in this Settlement Agreement and the Release as set forth in Section 4 below. The Settlement Notice shall further advise Plaintiffs that if they submit a Claim Form and receive a Settlement Check, that by cashing or depositing the Settlement Check, they will be providing Releasees with a release of their rounding claims during the time they worked as hourly-paid employees, including FLSA claims and state rounding claims, as set forth in Section 4 below.
- 2.10** Plaintiffs who elect to request exclusion from the settlement must fax, email or mail a written statement by the Objection/Exclusion Deadline to the Settlement Administrator or Class Counsel. The written notification must include: (i) the name of this Litigation; (ii) the individual's name, address and telephone number; (iii) a statement that they want to be excluded from the settlement; and (iv) the individual's signature. The Settlement Administrator and/or Class Counsel shall provide the Parties with copies of all opt-out notifications. The Settlement Administrator will provide the Parties with a final list of all Plaintiffs who have timely and validly excluded themselves from the Settlement Class. Any Plaintiff who does not timely and validly exclude themselves shall be bound by the terms of the Settlement.
- 2.11** Any Settlement Class Member who wishes to object to the settlement must fax, email or mail a written statement to the Settlement Administrator or Class Counsel by the Objection/Exclusion Deadline. For an objection to be considered by the Court, the objection must set forth the following: (i) the name of the Litigation; (ii) the objector's full name, address, email address, and telephone number; (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (iv) all grounds for the objection, accompanied by any legal support for the objection; (v) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement, the Fee and Expense Award application, or the application for Service Awards; (vi) the identity of all counsel representing the objector who will appear at the Fairness Hearing; and (vii) the objector's signature on the written objection (an attorney's signature is not sufficient).

- 2.12** Named Plaintiff shall file her Motions for Final Approval of the Settlement and for Service Fees and an Attorney's Fees and Expense Award, no later than 14 days after the Objection/Exclusion Deadline. The Parties agree to cooperate to ensure that the Final Order and Judgment is not entered prior to ninety (90) days after service of notice under CAFA, 28 U.S.C. § 1715.
- 2.13** Settlement Checks will be mailed, *via* First Class U.S. mail, postage prepaid, to Settlement Class Members who timely complete and submit a Claim Form by the Settlement Administrator no later than ten (10) days after the Effective Date. If there is an appeal of the Final Approval Order by any person, Settlement Checks shall not be sent until all appeals are decided and the case is returned to the Court and the Court enters an Order that the Settlement Checks should be sent.
- 2.14** Settlement Checks shall be valid for one hundred twenty (120) days after they are mailed. If a Settlement Check has not been cashed by any Settlement Class Member within ninety (90) days after it is mailed, the Settlement Administrator shall send a letter or postcard reminding them of the expiration of the time to cash the check. If the Settlement Check is not cashed within one hundred twenty (120) days of mailing, the Settlement Administrator will issue a stop payment order on any uncashed or returned Settlement Checks. In the event a Settlement Class Member reports a lost or destroyed Settlement Check within one hundred twenty 120 days of mailing, the Settlement Administrator shall issue a stop payment order on the original check and issue a new check. The reissued check shall be valid for one hundred twenty (120) days from re-issuance. In the event a Settlement Class Member does not cash a Settlement Check during the time to do so, then the check will escheat to the appropriate state government agency for unclaimed property of that particular Settlement Class Member.
- 2.15** The Settlement Administrator shall take all reasonable steps to obtain the correct address of Settlement Class Members for whom the Settlement Notice or Settlement Check is returned by the United States Postal Service as undeliverable. The Settlement Administrator shall perform one entry level skip trace for each Settlement Class Member whose Settlement Notice is returned as undelivered and will remail it to an updated address if discovered from the skip trace process.
- 2.16** Class Counsel and Defendant's Counsel have the right to make inquiries and receive any information from the Settlement Administrator related to the claims administration process. The Settlement Administrator will periodically update Class Counsel and Defendant's Counsel regarding returned mailings for which it is unable to obtain corrected addresses. The Settlement Administrator shall provide .pdf copies of the Claim Forms to Class Counsel who will file the Claim Forms with the Court.
- 2.17** Retention/Filing of Copies of Settlement Checks. The Settlement Administrator shall on a weekly basis compile and transmit to Defendant's Counsel and Class Counsel statistics on the number of Settlement Class Members who have submitted Claim Forms. The Settlement Administrator shall provide to Class Counsel and Defendant's Counsel copies of the Claim Forms if requested.

- 2.18** Effect of Court Failure to Approve Settlement. In the event that the Court fails to approve the Settlement, the Parties (a) must attempt to renegotiate the Settlement for the purpose of obtaining Court approval of a renegotiated Settlement; and/or (b) either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement. In the event reconsideration and/or appellate review is denied, or a mutually agreed-upon settlement modification is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted, except that both Parties agree to work cooperatively and to petition the Court for additional time such that neither Party is prejudiced by the delay caused by the Parties' settlement efforts. In that event, nothing in the Settlement or Agreement may be used by or against any Party under Rule 408 of the Federal Rules of Evidence.

3. SETTLEMENT TERMS

3.1 Settlement Payments.

- (A) Defendant agrees to pay no more than Sixteen Million and 00/100 Dollars (\$16,000,000.00), which shall fully resolve and satisfy any and all amounts to be paid to Settlement Class Members, any Court-approved Service Awards as more fully set forth herein, the Settlement Administrator's fees and costs and any claim for attorneys' fees and costs. Defendant will not be required to pay more than this amount under the terms of this Agreement, with the exception of applicable Employer Payroll Taxes.
- (B) By the Funding Date, Defendant shall deposit the Gross Fund into the QSF. If any additional funds are needed for Employer Payroll Taxes, Defendant shall deposit the additional funds required to cover Employer Payroll Taxes into the QSF within fourteen (14) days of being notified of that amount by the Settlement Administrator.
- (C) The Settlement Administrator shall return to Defendant any portion of the Net Fund that remains in the Qualified Settlement Fund after the payment of all claims based on timely submitted Claim Forms by Settlement Class Members and Employer Payroll Taxes.

3.2 Settlement Amounts Payable as Attorneys' Fees and Costs.

- (A) Class Counsel shall ask the Court to approve payment of up to one-third of the Gross Fund as an award of attorneys' fees. In addition, Class Counsel shall seek reimbursement of reasonable actual case-related costs and expenses, not to exceed \$55,000.00 from the Gross Fund. These amounts shall constitute full satisfaction of any claim for attorneys' fees or costs, and Class Counsel and Settlement Class Members agree that they shall not seek, nor be entitled to, any additional attorneys' fees or costs under any theory or from any source, incurred in relation to this case.

- (B) The settlement is not conditioned on the Court's approval of Class Counsel's petition for fees, costs, and expenses. The outcome of any proceeding related to Class Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for settlement approval. In the event that the Court (or any appellate court) awards less than the requested amounts, only the awarded amounts shall be paid and shall constitute full satisfaction of the obligations of this Section and full payment hereunder. Any money requested for attorneys' fees or costs that are not approved by the Court shall remain part of the Net Fund.

3.3 Service Awards to Named Plaintiff and Opt-In Plaintiffs.

- (A) Named Plaintiff will apply to the Court to receive Service Awards from the Gross Fund in the amount of: (a) Fifteen Thousand and 00/100 (\$15,000.00) to Jacqueline Pierro; and (b) Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) each to Ashley Chambers, Brittany Chambers, Crystal Avant, Jaime Bradley, Kelley Chambers, Kim Green, Tonya Burton and Anna Schuetz.
- (B) These Service Awards and any requirements for obtaining any such payment are separate and apart from, and in addition to, the Service Award Recipients' recovery from the Net Fund as Settlement Class Members. The settlement is not conditioned on the Court's approval of the Service Awards. The substance of Named Plaintiff's application for the Service Awards is not part of this Agreement and is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy and good faith of the Settlement and this Agreement. The outcome of the Court's ruling on the application for the Service Awards shall not terminate this Agreement or otherwise affect the Court's ruling on the motion for settlement approval. Service awards approved by the Court shall be deemed non-wage compensation in their entirety and shall be reported to the IRS on a Form 1099. Service Award Recipients who receive and accept a Service Award shall provide Defendant with a general release (**Exhibit D**) of claims that shall benefit Releasees. Any Service Award money not approved by the Court shall remain part of the Net Fund.
- (C) Named Plaintiff and the Opt-in Plaintiffs will be required to submit a Claim Form in order to receive payment as Settlement Class Members.

3.4 Distribution of Payments.

- (A) In order to receive a settlement payment under this Settlement Agreement, a Settlement Class Member must timely submit a valid Claim Form.
- (B) The Settlement Administrator shall mail the Settlement Checks to the Settlement Class Members within ten (10) days of the Effective Date, as set forth in Section 2.13. However, if there is an appeal of the Final Approval Order by any person, no payments under this Section shall be made until all appeals are decided and the case

is returned to the district court and the district court enters an Order that the payments under this Section should be made.

- (C) Service Awards, allocated from the Gross Fund, shall be paid to the Service Award Recipients from the QSF by the Settlement Administrator at the same time that Settlement Checks are issued.
- (D) The allocation to Settlement Class Members for their available Settlement Checks will be made from the Net Fund. The estimated proportionate share of the Net Fund for each Settlement Class Member will be determined by the Settlement Administrator pursuant to the following formula:
 - (1) To calculate each Settlement Class Members' proportionate share:
 - (a) *Add together the number of Eligible Work Weeks worked by all Settlement Class Members as hourly employees to obtain the "Denominator";*
 - (b) *Divide the number of Eligible Work Weeks for each Settlement Class Member by the Denominator to obtain each Settlement Class Member's available "Portion of the Net Fund"; and*
 - (c) *Multiply each Settlement Class Member's Portion of the Net Fund by the Net Fund to determine each Settlement Class Member's available payment.*
 - (2) Each Plaintiff who timely submits a valid Claim Form in accordance with the Settlement Agreement is entitled to a payment, before applicable taxes, equal to the greater of (i) a proportionate share of the Net Settlement Fund as calculated in accordance with Section 3.4(D)(1) above; or (ii) a minimum payment of \$30.00.
- (E) Tax Characterization of Payments.
 - (1) For tax purposes, except as to those Settlement Class Members entitled to a minimum payment of \$30.00, 50% of the payment to a Settlement Class Member pursuant to this Section 3.4 shall be treated as wages and 50% of such payment shall be treated as liquidated damages. Those Settlement Class Members entitled to a minimum payment of \$30.00 shall be paid in one check and 100% of that payment shall be treated as wages as set forth in 3.4(E)(2).
 - (2) Payments treated as wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service ("IRS") and the payee under the payee's

name and Social Security number on an IRS Form W-2. Payments treated as liquidated damages shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee's name and Social Security number on an IRS Form 1099. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, issuing the Settlement Checks and Service Awards and issuing IRS Form W-2 and Form 1099.

- (3) Separate from and in addition to the Gross Fund, Defendant will pay the employer's share of payroll taxes.
- (4) The employee portion of all applicable income and payroll taxes will be the sole responsibility of the Settlement Class Member receiving the Settlement Check or Service Award. Defendant, Defendant's Counsel and Class Counsel make no representations, and it is understood and agreed that Defendant, Defendant's Counsel, and Class Counsel have made no representations, as to the taxability of any portions of the settlement payments to any Settlement Class Member, the payment of any costs or award of attorneys' fees, or any payments to Named Plaintiff or Opt-In Plaintiffs. Neither Class Counsel nor Defendant's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.
- (5) The Settlement administrator shall report payments of attorneys' fees and costs pursuant to Section 3.2 to each payee under the payee's name and taxpayer identification number, which each such payee shall provide for this purpose on an IRS Form 1099.
- (6) None of the amounts paid to any Settlement Class Member shall create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by Defendant, including for purposes of any bonus of any kind.
- (F) The payments from the Gross Fund to Class Counsel for any Court-approved attorneys' fees and costs will be wired to Class Counsel by the Settlement Administrator within ten (10) days after the Effective Date. However, if there is an appeal of the Final Approval Order by any person, no payments under this Section shall be made until all appeals are decided and the case is returned to the Court and the Court enters an Order that the payments under this Section should be made.

4. RELEASE OF CLAIMS

- 4.1** Any Settlement Class Member who submits a timely and valid Claim Form will release and forever discharge Releasees, all of their past and present parents, subsidiaries,

divisions, predecessors, insurers, successors, holding companies, and their respective current and former employees, attorneys, officers, directors, board members, and shareholders, both individually and in their business capacities, from any and all rounding claims under the FLSA, IMWL, the IWPCA and applicable state and federal wage and hour laws, that accrue or accrued on any date through January 25, 2025, including claims, causes of action and liabilities against Releasees that arise from or relate to the rounding claims as alleged in the Complaint. The release hereunder includes claims for liquidated damages, penalties, attorneys' fees, costs, and expenses. This release does not include any claims for any unpaid sick time, vacation time, or paid time off.

- 4.2 Any Settlement Class Member who does not submit a timely and valid Claim Form and who does not exclude themselves from the Settlement Class will release and forever discharge Releasees, all of their past and present parents, subsidiaries, divisions, predecessors, insurers, successors, holding companies, and their respective current and former employees, attorneys, officers, directors, board members, and shareholders, both individually and in their business capacities, from any and all rounding claims under the IMWL, the IWPCA and applicable state wage and hour laws, that accrue or accrued on any date through January 25, 2025, including claims, causes of action and liabilities against Releasees that arise from or relate to the rounding claims as alleged in the Complaint. The release hereunder includes claims for liquidated damages, penalties, attorneys' fees, costs, and expenses. This release does not include any claims for any unpaid sick time, vacation time, or paid time off.
- 4.3 If any Plaintiff excludes themselves from the settlement, then they will not release any claims or be bound by any release of claims.
- 4.4 To receive their Service Awards, the Service Award Recipients will each execute (and not revoke) the general release attached hereto as **Exhibit D** and return the general release to the Settlement Administrator no later than the Funding Date.

5. **PARTIES' AUTHORITY**

- 5.1 The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

6. **MUTUAL COOPERATION**

- 6.1 The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties to this Agreement shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Agreement.

7. NOTICES

- 7.1** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and addressed as follows:

To Class Counsel:

James X. Bormes
Catherine P. Sons
Law Office of James X. Bormes, P.C.
8 S. Michigan Ave., Suite 2600
Chicago, IL 60603
(312) 201-0575
bormeslaw@sbcglobal.net
cpsons@bormeslaw.com

Thomas M. Ryan
Law Office of Thomas M. Ryan, P.C.
35 E. Wacker Drive, Suite 650
Chicago, IL 60610
(312) 726-3400
tom@tomryanlaw.com

To Defendant:

Amy Graham Doehring
Catherine A. Miller
AKERMAN LLP
71 South Wacker Drive, 47th Floor
Chicago, IL 60606
Telephone 312.634.5730
amy.doehring@akerman.com
catherine.miller@akerman.com

8. NO ADMISSION OF LIABILITY

- 8.1** Defendant denies all of the allegations made by Named Plaintiff and in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation.

9. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

- 9.1** Further Acts. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.
- 9.2** No Assignment. Class Counsel and Named Plaintiff and the Opt-In Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action, and any attempt to do so shall be of no force or effect.
- 9.3** Entire Agreement. This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.
- 9.4** Binding Effect. This Agreement shall be binding upon the Parties and, with respect to Settlement Class Members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- 9.5** Arms' Length Transaction; Materiality of Terms. The Parties have negotiated all the terms and conditions of this Agreement at arms' 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, unless otherwise expressly stated.
- 9.6** Captions. The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 9.7** Construction. The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.
- 9.8** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Illinois.
- 9.9** Continuing Jurisdiction. The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.
- 9.10** CAFA Notices. Within ten (10) calendar days following the filing of this Agreement with the Court, the Claims Administrator shall cause to be served upon the Office of the Attorney General of the United States and the appropriate State official of each State in

which any Class Member resides, as determined by the Parties' records, a notice of the proposed settlement in compliance with the requirements of CAFA.

- 9.11** No publicity. Named Plaintiff, the Opt-In Plaintiffs and Class Counsel will not seek media or press attention and agree not to disclose the terms of this Settlement to the media or through publication of a press release, public comment, or via social media, their respective firm's websites or otherwise.
- 9.12** Waivers, etc. to Be in Writing. No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification, or amendment with any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.
- 9.13** Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.
- 9.14** Facsimile, Electronic and Email Signatures. Any Party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile, email or other electronic means for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.
- 9.15** Signatories. This Agreement is valid and binding if signed by Defendant's authorized representative and Named Plaintiff.

WE AGREE TO THESE TERMS.

Dated: _____

JACQUELINE PIERRO

Dated: _____

THE CARLE FOUNDATION

By Its: _____

Dated: _____

THE CARLE FOUNDATION HOSPITAL

By Its: _____

Dated: _____

LAW OFFICE OF THOMAS M. RYAN, P.C.

By: Thomas M. Ryan

Dated: _____

LAW OFFICE OF JAMES X. BORMES, P.C.

By: James X. Bormes

Exhibit A

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

JACQUELINE PIERRO, individually)	
and on behalf of others similarly situated,)	
)	
Plaintiff,)	
)	Case No. 2:23-cv-02117
v.)	
)	Honorable Colin Stirling Bruce
THE CARLE FOUNDATION HOSPITAL,)	Magistrate Judge Eric I. Long
)	
Defendant.)	

[PROPOSED] PRELIMINARY APPROVAL ORDER

THIS MATTER COMING before the Court on the Plaintiff's Motion for Preliminary Approval of the Parties' Class and Collective Action Settlement (the "Motion") (ECF No. __), and having considered the papers submitted to the Court and proceedings to date,

THE COURT FINDS AS FOLLOWS:

1. The Plaintiff's Motion is **GRANTED**.
2. The Court finds, for settlement purposes only, that the collective action certification requirements of 29 U.S.C. § 216(b) and the Settlement Class certification requirements of Federal Rule of Civil Procedure 23 are satisfied with respect to the Settlement Class.¹
3. Pursuant to Federal Rules of Civil Procedure 23(a), (b)(3), and (e), and 29 U.S.C. § 216(b), the Court provisionally certifies the following Rule 23 Settlement Class:

All hourly-paid employees who worked for Defendant or The Carle Foundation in Illinois at any time between May 25, 2013 and January 25, 2025, and whose clock in and clock out times were rounded and who do not exclude themselves from the Settlement Class.

¹ Unless otherwise indicated, capitalized terms used herein have the same meaning as defined in the Settlement Agreement, which was filed with the Plaintiff's Motion.

4. Pursuant to Section 216(b) of the Fair Labor Standards Act, the Court conditionally certifies the following collective:

[insert final definition].

5. The Court provisionally finds, for settlement purposes only, that: (a) the Rule 23 Settlement Class is so numerous that joinder of all Rule 23 Settlement Class Members would be impracticable; (b) there are issues of law and fact common to the Illinois Settlement Class; (c) the claims of the Named Plaintiff are typical of and arise from the same operative facts and seek similar relief as the claims of the Rule 23 Settlement Class Members; (d) the Named Plaintiff and Settlement Class Counsel will fairly and adequately protect the interests of the Rule 23 Settlement Class as the Named Plaintiff has no interest antagonistic to or in conflict with the Rule 23 Settlement Class and have retained experienced and competent counsel to prosecute this matter on behalf of the Settlement Class; (e) questions of law or fact common to Rule 23 Class Members predominate over any questions affecting only individual members; and (f) a class settlement is superior to other methods available for a fair and efficient resolution of this case.

6. The Court provisionally finds, for settlement purposes only, that the standard for establishing collective action certification under 29 U.S.C. § 216(b) is met, as all Settlement Class Members are “similarly situated” and either opted-in to the litigation already as party plaintiffs and/or worked for Defendant and labored under the same or similar pertinent policies or practices.

7. The Court finds on a preliminary basis that the Settlement memorialized in the Settlement Agreement is fair, reasonable, and adequate resolution of a bona fide dispute, and therefore meets the requirements for preliminary approval. The Settlement is the result of a full-day mediation with an independent and nationally recognized mediator and arm’s-length negotiations

between experienced attorneys who are familiar with collective and class action litigation in general and with the legal and factual issues of this case in particular.

8. The Court appoints Jacqueline Pierro as the settlement class representative, and Plaintiff's counsel, James X. Bormes and Catherine P. Sons of Law Office of James X. Bormes, P.C., and Thomas M. Ryan of Law Office of Thomas M. Ryan, P.C. as Class Counsel.

9. The Court appoints Analytics, LLC as the Settlement Administrator.

10. The Court approves, as to form and content, the proposed Settlement Notice and Claim Form attached as Exhibits B and C to the Plaintiff's Memorandum in support of the Motion. The Court finds that the procedures for notifying the Settlement Class Members about the Settlement as described in the Settlement Agreement provide the best notice practicable under the circumstances and, when completed, shall constitute due and sufficient notice of the proposed Settlement and the Fairness Hearing to all persons and entities affected by and/or entitled to participate in the Settlement, in full compliance with the notice requirements of 29 U.S.C. § 216(b), Federal Rule of Civil Procedure 23, due process, the Constitution of the United States of America, the laws of the State of Illinois, and all other applicable laws. The Settlement Notice is accurate, objective, and informative, and provides Settlement Class Members with all of the information necessary to make an informed decision regarding their participation in the Settlement and its fairness.

11. The Settlement Administrator shall timely serve or cause to be served a notice of the proposed Settlement on appropriate state officials in accordance with the requirements under the Settlement Class Action Fairness Act ("CAFA"), 28 U.S.C. § 1715(b).

12. A hearing, for purposes of determining whether the Settlement should be finally approved, shall be held before this Court on _____, 2025 at ____ a.m./p.m. at the United

States District Court for the Central District of Illinois, Peoria Division, 100 N.E. Monroe Street, Peoria, Illinois, 61602 (the “Fairness Hearing”), with persons able to participate via telephone. At the Fairness Hearing, the Court will hear arguments concerning whether the proposed Settlement on the terms and conditions provided for in the Settlement Agreement is fair, reasonable, and adequate and should be approved by the Court. The Court will also consider Settlement Class Counsel’s request for the Fee and Expense Award and for the Incentive Award to be made to the Named Plaintiff.

13. Pending the Court’s decision on final approval of the Settlement and entry of the Court’s Final Approval Order, the Named Plaintiff and all Rule 23 Settlement Class Members who do not exclude themselves and all Settlement Class Members who submit claims forms and anyone acting on their behalf shall be barred and enjoined from: (a) further litigation in this case; or (b) filing, commencing, prosecuting, pursuing or participating on an individual or class or collective action basis any action, claim or proceeding against Defendant in any forum in which any of the released claims (as set forth in Section 4 of the Settlement Agreement) are asserted.

14. A Settlement Class Member may object to the Settlement, the Incentive Award application, or the Fee and Expense Award application, and must do so no later than the date specified in the Settlement Agreement. No Settlement Class Member shall be heard, and no papers, briefs, pleadings, or other documents submitted by any Settlement Class Member shall be received and considered by the Court, unless the objection is mailed, emailed or faxed to Class Counsel or the Settlement Administrator at the addresses listed in the Notice, and postmarked, emailed or faxed by no later than the date specified in the Settlement Agreement. The Settlement Administrator shall stamp the fax, email or postmark date on the original of each Objection that it receives and email copies of each objection to Settlement Class Counsel and Defendant’s Counsel

no later than seven (7) days after receipt. Settlement Class Counsel shall file the date-stamped originals of any and all objections with the Court. For an objection to be considered by the Court, the objection must also substantially comply with this format and include:

- a) the name of this Litigation;
- b) the objector's full name, address, email address, and telephone number;
- c) an explanation of the basis upon which the objector claims to be a Settlement Class Member;
- d) all grounds for the objection, accompanied by any legal support for the objection;
- e) the identity of all counsel who represent the objector, including any former or current counsel who may be entitled to compensation for any reason related to the objection to the Settlement, the Fee and Expense Award application, or the application for an Incentive Award;
- f) the identity of all counsel representing the objector who will appear at the Fairness Hearing;
- g) a statement confirming whether the objector intends to personally appear and/or testify at the Fairness Hearing; and
- h) the objector's signature on the written objection (an attorney's signature is not sufficient).

Any Settlement Class Member who fails to substantially comply with the provisions in this Paragraph may waive and forfeit any and all rights they may have to object, and shall be bound by all the terms of the Settlement Agreement, this Order, and by all proceedings, orders, and judgments in this matter, including, but not limited to, the release in the Settlement Agreement if final judgment is entered and the fairness, reasonableness, or adequacy of the Settlement, the Incentive Award application, or the Fee and Expense Award application.

15. If final judgment is entered, any Rule 23 Settlement Class Member who does not exclude themselves and who fails to object in the manner prescribed herein shall be deemed to have waived their objections and shall be forever barred from making any such objections in this

action or in any other proceeding or from challenging or opposing, or seeking to reverse, vacate, or modify any approval of the Settlement Agreement, the Incentive Award application, or the Fee and Expense Award application.

16. Any Rule 23 Settlement Class Member who wishes to be excluded from the Settlement Class and not participate in the proposed Settlement must complete and mail, email or fax a request to exclude themselves (“Opt-Out Statement”) to the Settlement Administrator or Plaintiffs’ Counsel no later than the date specified in the Settlement Agreement.

17. All Rule 23 Settlement Class Members who fail to exercise their right to opt-out of the Settlement shall be bound by all determinations and orders in the Action concerning the Settlement.

18. Any Settlement Class Member may enter an appearance in the Action, at their own expense, individually or through counsel of their own choice. Any Settlement Class Members who do not submit a request to exclude themselves will be represented by Plaintiffs’ Counsel unless they enter their own appearance.

19. The Named Plaintiff shall file her Motion for Final Approval of Settlement and a Motion for the Fee and Expense Award and for an Incentive Award no later than fourteen (14) days after the objection/exclusion deadline.

20. In the event that the final Effective Date (as explained in the Settlement Agreement) does not occur, the Settlement and the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever.

21. This Order shall be of no continuing force or effect if the Final Approval Order is not entered or there is no final Effective Date, and shall not be construed or used as an admission, concession, or declaration by or against Defendant of any fault, wrongdoing, breach, liability, or

the certifiability of any Settlement Class. Nor shall this Order be construed or used as an admission, concession, or declaration by or against the Named Plaintiff or any other Settlement Class Member that their claims lack merit or that the relief requested is inappropriate, improper, unavailable, or as a waiver by any Party of any defense or claims they may have in this litigation or in any other lawsuit.

22. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

IT IS SO ORDERED.

DATE: _____, 2025

Honorable
United States District Judge

Exhibit B

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

in

Pierro, individually and on behalf of others similarly situated v. the Carle Foundation Hospital

United States District Court for the Central District of Illinois, Peoria Division
Case No. 2:23-cv-02117

ATTENTION: YOU ARE HEREBY ADVISED OF A SETTLEMENT THAT WAS REACHED IN THE ABOVE-REFERENCED CLASS AND COLLECTIVE ACTION LAWSUIT. UNDER THE SETTLEMENT, YOU ARE ENTITLED TO RECEIVE A PAYMENT IN THE AMOUNT OF APPROXIMATELY \$[REDACTED], LESS APPLICABLE TAXES, INCLUDING PAYROLL TAX WITHHOLDING ON THE SETTLEMENT PAYMENT.

UNDER THE SETTLEMENT, YOU ARE ELIGIBLE TO RECEIVE APPROXIMATELY \$[REDACTED] FOR EACH WORKWEEK YOU WORKED FOR DEFENDANT DURING THE CLASS PERIOD OF MAY 25, 2013 TO JANUARY 25, 2025. DEFENDANT'S RECORDS SHOW THAT YOU WORKED A TOTAL OF [REDACTED] WORKWEEKS DURING THE CLASS PERIOD. THEREFORE, THE APPROXIMATE AMOUNT OF YOUR SETTLEMENT PAYMENT WAS CALCULATED AS FOLLOWS: [REDACTED] WORKWEEKS X \$[REDACTED] = [\$SETTLEMENT PAYMENT].

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT SUMMARIZES THE SETTLEMENT AND EXPLAINS THE STEPS YOU MUST TAKE TO EITHER: (1) PARTICIPATE IN THE SETTLEMENT AND COLLECT THE ABOVE PAYMENT; (2) EXCLUDE YOURSELF FROM THE SETTLEMENT; OR (3) OBJECT TO THE SETTLEMENT.

(1) THE PURPOSE OF THIS NOTICE. The purpose of this notice is to inform you that a settlement has been reached in the above-referenced lawsuit that was filed against The Carle Foundation Hospital ("Defendant") by Named Plaintiff Jacqueline Pierro ("Plaintiff"), a former hourly employee of Defendant, on her own behalf and on behalf of other similarly situated hourly workers. Defendant has denied all wrongdoing, but the parties have negotiated a settlement to resolve the matter. Relevant information regarding the lawsuit, the basic terms of the settlement, and how you can participate in the settlement, is set forth below.

(2) WHAT IS THIS LAWSUIT ABOUT? Plaintiff filed a lawsuit claiming Defendant violated the Fair Labor Standards Act ("FLSA"), Illinois Minimum Wage Law ("IMWL") and Illinois Wage Payment and Collection Act ("IWPCA"). Plaintiff claimed, among other things, that Defendant unlawfully rounded the clock in and clock out times of hourly employees.

Defendant denies any liability or wrongdoing of any kind associated with the claims alleged by the Plaintiff in the lawsuit, and specifically, Defendant asserts that its pay practices complied with the FLSA, the IMWL, the IWPCA and all other federal and state laws.

The Court has not made any ruling on the merits of the Plaintiff's claims, and no party has prevailed in this action.

(3) THE SETTLEMENT AGREEMENT AND METHOD FOR CALCULATING SETTLEMENT PAYMENTS. The parties reached a settlement of this matter that has been preliminarily approved by the Court. You are receiving this notice because you are eligible to participate in the settlement.

The total amount of money available to be paid to Class and Collective Members under the settlement is \$_____. Individual settlement amounts are based upon the number of workweeks that you worked for Defendant as an hourly employee during the Illinois Class Period of May 25, 2013 to January 25, 2025.

(4) BASED UPON MY WORK HISTORY WITH DEFENDANT, WHAT AMOUNT MAY I BE ELIGIBLE TO RECEIVE UNDER THIS SETTLEMENT? Your proposed settlement payment is approximately \$_____, less applicable payroll taxes and withholdings on the settlement check. At the Final Approval Hearing described in Paragraph 11 below, the Court will rule upon whether this settlement is finally approved and, if so, you will receive a settlement payment in that amount if you submit a valid and timely Claim Form. Your proposed settlement payment is based on the number of workweeks you worked for Defendant as an hourly employee during the Class Period. Defendant's records show that you worked a total of ____ workweeks during the Class Period as an hourly employee. Therefore, your estimated Settlement Payment before taxes was calculated as follows: [__Workweeks x \$_____] = [Approximate total net settlement payment].

Fifty Percent (50%) of the Settlement Class Members' payment will be subject to deductions for applicable taxes and withholdings related to the payment of wages; Settlement Class Members will receive an IRS Form W2 for this portion of the payment at the appropriate time. The remaining fifty Percent (50%) of the Settlement Class Members' payment will be treated as liquidated damages and will not be subject to deductions for applicable taxes and withholdings at the time of payment; if required, Class Members will receive an IRS Form 1099 for this portion of the payment at the appropriate time. Settlement Class Members entitled to a minimum payment of \$30.00 shall be paid in one check and 100% of that payment shall be treated as the payment of wages.

To participate in the Settlement and receive a settlement payment, please carefully review this Notice, sign and return the enclosed Claim Form to the Claims Administrator by the Claims Deadline, and a settlement payment will be mailed to you if the Court grants final approval of the Settlement. Defendant will not take any action against individuals because they participate in the Settlement.

(5) WHAT ARE MY OPTIONS? As a Class Member, you have the following three (3) options:

(a) **Submit a Claim.** If you wish to participate in and receive money from the settlement, you must submit a Claim Form to the Claims Administrator at the following address:

Analytics LLC
[Claims Administrator info]

A copy of the required Claim Form is included with this Notice. Your Claim Form **must be postmarked by and mailed to** the Claims Administrator no later than **[60 days]** in order to be considered timely and valid. If you do not mail your Claim Form by **[60 days]**, then your Claim Form will not be valid or timely and you will not be able to participate in the settlement or receive a settlement payment, and you will waive your rights and claims under the Illinois Minimum Wage Law arising out of any work that you performed on behalf of Defendant and the Released Parties that may have been due to you on any date up through _____.

If you submit a Claim Form, you will be agreeing to the waiver and release of claims included in the Settlement Agreement and contained on the Claim Form in exchange for a settlement payment: **[insert final release language]**.

(b) **Exclude Yourself From the Lawsuit.** You may exclude yourself from the lawsuit and “opt-out” of the settlement by submitting a written request for exclusion to the Claims Administrator at the address:

Analytics LLC
[Claims Administrator info]

Your request for exclusion **must be postmarked by and mailed to** the Claims Administrator no later than **[60 days]**. The request for exclusion must include your name, address, and telephone number. Persons who request exclusion from the lawsuit will not be bound by the Settlement Agreement, the release set forth therein, or any further proceedings in the lawsuit.

If you do not submit a timely request for exclusion from the lawsuit and settlement, (i) you will continue to be included in the lawsuit; (ii) you will be bound by the final order of dismissal in the lawsuit, and (iii) you will be bound by the Settlement Agreement, including the waiver and release of claims included therein and set forth in Paragraph 6 below.

(c) **Object to the Settlement.** If you are not satisfied with the proposed settlement and if you have not submitted a Request for Exclusion, you may object to the settlement by filing a written objection with the Claims Administrator at the address set forth in Paragraph 5(b) above, by no later than **[60 days]**. For an objection to be considered by the Court, the objection must set forth the following: (i) the name of the Litigation; (ii) the objector’s full name, address, email address, and telephone number; (iii) an explanation of the basis upon which the objector claims to be a Settlement Class Member; (iv) all grounds for the objection, accompanied by any legal support for the objection; (v) the identity of all counsel who represent the objector, including any former or current counsel who previously represented the objector and may be entitled to compensation for any reason related to the objection to the Settlement, the Fee and Expense Award application, or the application for Service Awards; (vi) the identity of all counsel representing the objector who will appear at the Fairness Hearing; and (vii) the objector’s signature on the written objection (an attorney’s signature is not sufficient).

If you file a written objection and intend to appear at the Final Approval Hearing, either in person or through counsel, you must state in your written objection that you intend to appear, the purpose of the appearance, whether you are represented by counsel, and, if so, the name and address of such counsel. You will not be heard at the Final Approval Hearing unless you have filed a timely and proper written objection. If you neither timely request exclusion under Paragraph (5)(b), nor enter an appearance through counsel of your own choice, your interests and rights will be represented by Class Counsel.

(d) If you do not submit a Claim Form and do not request to exclude yourself, you will still release your claims but will **not** receive a payment.

(6) WAIVER AND RELEASE OF CLAIMS. As of the Effective Date of the Settlement Agreement, if you do not submit a Request for Exclusion from the Settlement, you will be deemed to have forever discharged and released **[insert final Illinois release language]**.

Further, as of the Effective Date, if you submit a timely and valid Claim Form you will release and forever discharge Defendant **[insert final language with FLSA release]**.

Notwithstanding the foregoing and notwithstanding any term or provision to the contrary contained in the Settlement Agreement, the Settlement Class Members do not release or waive any claims for unpaid sick time, vacation, or paid time off or any claims that may not be released or waived unless otherwise allowed by state and/or federal law.

(7) WHO SHOULD I CONTACT IF I HAVE QUESTIONS ABOUT MY SETTLEMENT PAYMENT? The Claims Administrator, who is identified above (Paragraph 5(b)), and Class Counsel, as identified below (Paragraph 8), are available to answer questions you may have about the Settlement Payment.

(8) IF I HAVE QUESTIONS ABOUT MY LEGAL RIGHTS IN THIS CASE, DO I HAVE A LAWYER TO CONTACT? The Court has designated the following lawyers to serve as “Class Counsel” and to represent the interests of the Named Plaintiff and the Class Members:

James X. Bormes
Catherine P. Sons
Law Office of James X. Bormes, P.C.
8 S. Michigan Ave
Suite 2600
Chicago, IL 60603
(312) 201-0575
jxbormes@bormeslaw.com
cpsons@bormeslaw.com

Thomas M. Ryan
Law Offices of Thomas M. Ryan, P.C.
35 E. Wacker Drive
Suite 650
Chicago, IL 60601
(312) 726-3400
tom@tomryanlaw.com

The above lawyers represent your legal interests and will answer your questions in strict confidence. Please feel free to contact them with any questions or issues about your legal rights.

(9) HOW WILL THE LAWYERS GET PAID? The lawyers identified above have worked

on this lawsuit without receiving any payment for their time or out-of-pocket expenses. Under the settlement, the Court will consider the lawyers' request for attorneys' fees of one-third of the Gross Fund and costs not to exceed \$55,000.00. The costs would reimburse Class Counsel for out-of-pocket costs including court fees, printing, and legal research.

(10) WHAT WILL THE NAMED PLAINTIFF RECEIVE? The Court will consider the Named Plaintiff's request for a service payment of \$15,000.00 and for a service payment to seven (7) Opt-in Plaintiffs of \$2,500.00 each. This payment is requested based on their efforts in filing this lawsuit and/or participating in the litigation process, and assisting in achieving this settlement.

(11) THE HEARING ON THE SETTLEMENT. A Final Approval Hearing on the proposed Settlement will be held on _____, 2025 at ____ a.m./p.m. via [Zoom] before the Honorable Judge _____, United States District Court for the Central District of Illinois, Peoria Division, 305 U.S. Courthouse, 100 N.E. Monroe, Peoria, Illinois 61602, to determine whether the settlement should be confirmed and approved as fair, reasonable and adequate (the "Final Approval Hearing"). Without further notice, this hearing may be adjourned from time to time. If you are satisfied with the proposed settlement and if you do not wish to be heard, you need not appear at the Final Approval Hearing.

(12) EXAMINATION OF COURT FILE. All of the above descriptions of this lawsuit, the Settlement, and other matters are only summaries. All documents filed in this lawsuit, including the full Settlement Agreement that details the terms of the settlement, may be inspected at the clerk's office of the United States District Court, Central District of Illinois, Peoria Division, 305 U.S. Courthouse, 100 N.E. Monroe, Peoria, Illinois 61602, or by contacting Class Counsel.

PLEASE DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR LAWSUIT TO DEFENDANT, THE CLERK OF THE COURT, OR TO THE JUDGE.

Exhibit C

CLAIM FORM

*Pierro v. The Carle Foundation Hospital, Case No. 2:23-cv-02117
(U.S.D.C., C.D. Ill.)*

Instructions

Please carefully read the **Notice of Proposed Class and Collective Action Settlement** (“Notice”), which is included with this **Claim Form**. If you wish to participate in the Settlement, you **must** take all of the following steps:

- Complete all sections of this Claim Form.
- Sign and date this Claim Form below, attesting that the statements and information you have provided are true and correct to the best of your knowledge.
- Submit this Claim Form to the Claims Administrator at the following email address, online at (www.____.com) or the following U.S. mailing address:

[contact info]

IMPORTANT: YOUR CLAIM FORM *MUST BE POSTMARKED BY AND MAILED TO* THE CLAIMS ADMINISTRATOR BY [60 days from mailing] IN ORDER TO BE TIMELY AND VALID. YOUR FAILURE TO SUBMIT A TIMELY AND VALID CLAIM FORM WILL RESULT IN YOUR FORFEITING ANY PAYMENT FOR WHICH YOU MAY BE ELIGIBLE UNDER THE SETTLEMENT.

By signing and submitting this Claim Form, you acknowledge the following: I have received and reviewed the Settlement Notice and understand its terms and statements. I submit this Claim Form under the terms of the Settlement Notice and the Settlement Agreement described in the Settlement Notice.

I understand that this lawsuit, entitled *Pierro v. The Carle Foundation Hospital*, Case No. 2:23-cv-02117, was brought in the United States District Court, Central District of Illinois, alleging that Defendant improperly rounded the clock in and clock out times of hourly employees under the Fair Labor Standards Act, the Illinois Minimum Wage Law and the Illinois Wage Payment and Collection Act. Defendant denies all of the Plaintiff’s allegations.

I hereby consent to join this lawsuit and agree to participate in the settlement entered in the litigation and approved by the Court. I also consent and agree to be bound by any adjudication of this action by the Court. I hereby designate Thomas M. Ryan of the Law Office of Thomas M. Ryan, P.C., and James X. Bormes and Catherine P. Sons of the Law Office of James X. Bormes, P.C., to represent me in this action.

By signing below, and in exchange for a settlement payment, I fully and finally discharge and release the claims the claims set forth in Paragraph 6 of the Notice of Settlement.

Notwithstanding the foregoing and notwithstanding any terms or provision to the contrary in this Agreement, I do not release or waive any claims that may not be released or waived unless otherwise allowed by applicable state and/or federal law.

By signing below, I confirm that the information provided by me is true and accurate.

Your Name: _____
First Middle Last

Your Address: _____
Street Apt. City State Zip Code

Your Telephone Number: _____

Your Email Address: _____

Carle Entity That Employed You: _____

(Approximate) Dates Worked: _____

Location(s) Where You Worked (Address or Building): _____

Position(s) Held: _____

Part-Time or Full-Time Employee: _____

Signature: _____

Exhibit D

General Release

The Carle Foundation Hospital and the Carle Foundation (collectively, “Employer”) and [REDACTED], his/her heirs, executors, administrators, successors, and assigns (collectively, “Employee”), agree that:

1. Service Award. Employee hereby understands and acknowledges that signing and not revoking this General Release (“Release”) is a condition to receiving the Service Award specified under Section 3.3(A) of the Joint Stipulation and Release (“Joint Stipulation”) approved by the Court in the matter of *Pierro v. The Carle Foundation Hospital*, No. 2:23-cv-02117 pending in the United States District Court for the Central District of Illinois (the “Lawsuit”).

2. General Release, Claims Not Released and Related Provisions.

a. General Release of All Claims. Employee knowingly and voluntarily releases and forever discharges Employer, its affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns, and their current and former employees, attorneys, officers, directors and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries (collectively referred to throughout the remainder of this Release as “Releasees”), of and from any and all claims, known and unknown, asserted or unasserted which Employee has or may have against Releasees as of the date of execution of this Release, including, but not limited to, any alleged violation of the following:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 (“ERISA”) (except for any vested benefits under any tax qualified benefit plan);
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Age Discrimination in Employment Act of 1967 (“ADEA”);
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Fair Labor Standards Act;
- The Genetic Information Nondiscrimination Act;
- The Equal Pay Act;
- The Sarbanes-Oxley Act retaliation provisions;
- The False Claims Act retaliation provisions;
- The Dodd-Frank Wall Street Reform and Consumer Protection Act retaliation provisions;
- The Illinois Wage Payment and Collections Act;
- The Illinois Minimum Wage Law;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law, including, without limitation, breach of contract, breach of a covenant of good faith and fair dealing, interference with business opportunity or contracts, negligence, misrepresentation, fraud, detrimental reliance, personal injury, assault, battery, defamation, false light, invasion of privacy, infliction of emotional distress, retaliation, constructive discharge, or wrongful discharge;

- any basis for recovering costs, fees, or other expenses, including attorneys' fees incurred in these matters

b. Claims Not Released. Employee is not waiving any rights Employee may have to (a) his/her own vested accrued employee benefits under Employer's health, welfare or retirement benefits plans as of the date Employee signs this Release; (b) benefits and/or the right to seek benefits under applicable workers' compensation and/or unemployment compensation statutes; and/or (c) pursue claims which by law cannot be waived by signing this Release.

c. Governmental Agencies. Nothing in this Release prohibits or prevents Employee from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency (e.g. EEOC, NLRB, SEC, etc.) or in any legislative or judicial proceeding, nor does anything in this Release preclude, prohibit, or otherwise limit, in any way, Employee's rights and abilities to contact, communicate with, report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Employee agrees that if such an administrative claim is made, Employee shall not be entitled to recover any individual monetary relief or other individual remedies.

3. Governing Law and Interpretation. This Release shall be governed and conformed in accordance with the laws of the State of Illinois without regard to its conflicts of laws provision. In the event of a breach of any provision of this Release, either party may institute an action specifically to enforce any term or terms of this Release and/or seek damages for breach. Should any provision of this Release be declared illegal or unenforceable by any court of competent jurisdiction and cannot be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Release in full force and effect.

4. Waiver of Rights. Employee understands and acknowledges that this is a legally binding document under which Employee is giving up certain rights. Employee has been advised to consult with an attorney prior to signing this document and has been given at least twenty-one (21) calendar days within which to consider this Release.

5. No Admission of Wrongdoing. Employee and Employer agree that neither this Release nor the furnishing of the consideration for this Release shall be deemed or construed at any time for any purpose as an admission by either party, or evidence of any wrongdoing, liability or unlawful conduct of any kind.

6. Amendment. This Release may not be modified, altered or changed except upon express written consent of both parties wherein specific reference is made to this Release.

7. Counterparts and Signatures. This Release may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Release or a signature transmitted by facsimile or electronic mail will have the same effect as the original signature.

EMPLOYEE IS ADVISED THAT EMPLOYEE HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO EXECUTE AND RETURN THIS RELEASE. EMPLOYEE ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO EMPLOYEE'S SIGNING OF THIS RELEASE.

EMPLOYEE MAY REVOKE THIS RELEASE FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY EMPLOYEE SIGNS THIS RELEASE.

ANY REVOCATION WITHIN THE 7-DAY REVOCATION PERIODS MUST BE SUBMITTED, IN WRITING, TO ANALYTICS, LLC, AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR GENERAL RELEASE." THE REVOCATION MUST BE DELIVERED TO ANALYTICS, LLC OR ITS DESIGNEE.

EMPLOYEE AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS RELEASE DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL UP TO TWENTY-ONE (21) CALENDAR DAY CONSIDERATION PERIOD.

EMPLOYEE FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS RELEASE INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS EMPLOYEE HAS OR MIGHT HAVE AGAINST RELEASEES.

IN WITNESS WHEREOF, the parties hereto knowingly and voluntarily executed this Release as of the date set forth below:

[INSERT NAME]

THE CARLE FOUNDATION HOSPITAL
AND THE CARLE FOUNDATION

By: _____

Title: _____

Date: _____

Date: _____