

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 \$1.93691058 = [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 \$10,450,367.67. 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 \$ [REDACTED], 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 [REDACTED] workweeks during the Class Period as an hourly employee. Therefore, your estimated Settlement Payment before taxes was calculated as follows: [REDACTED] Workweeks x \$1.93691058 = [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 W-2 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:

Carle FLSA Settlement
PO Box 2009
Chanhassen, MN 55317-2009

You may also submit a Claim Form by email (at CarleFLSASettlement@noticeadministrator.com) or by fax (by fax number 952-404-5750). A copy of the required Claim Form is included with this Notice. Your Claim Form **must be emailed, faxed or postmarked by and mailed** to the Claims Administrator no later than **September 16, 2025** in order to be considered timely and valid. If you do not email, fax or mail your Claim Form by **September 16, 2025**, 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 and the Illinois Wage Payment and Collection Act 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 January 25, 2025.

If you submit a Claim Form, you will be agreeing to the waiver and release of claims included in the Settlement Agreement and as set forth below in Paragraph 6(b) and as contained on the Claim Form in exchange for a settlement payment

- 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:

Carle FLSA Settlement
PO Box 2009
Chanhassen, MN 55317-2009

Your request for exclusion **must be emailed, faxed or postmarked by and mailed** to the Claims Administrator no later than **September 16, 2025**. 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 and if you do not submit a valid and timely Claim Form, (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(a) 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 **September 16, 2025**. 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. Do Nothing.** 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.

- a.** As of the Effective Date of the Settlement Agreement, if you do not submit a Request for Exclusion from the Settlement and if you do not submit a timely and valid Claim Form, you will be deemed to have forever discharged and released 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.
- b.** Further, as of the Effective Date, if you submit a timely and valid Claim Form you 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. Under the Settlement Agreement and Paragraphs 6(a) and 6(b) above, "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.

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 September 19, 2025 at 10:30 a.m. via Zoom videoconference (<https://zoom.com/join>; *Meeting ID*: 160 517 89866; *Audio Only/Call In*: 551-285-1373) and before the Honorable Judge Colin S. Bruce at the United States District Court for the Central District of Illinois, Urbana Division, 318 U.S. Courthouse, 201 S. Vine Street, Illinois 61802, to determine whether the settlement should be confirmed and approved as fair, reasonable and adequate (the “Final Approval Hearing”). Interested persons can participate via zoom and an in-person appearance in the Judge’s courtroom is optional. 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.