

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

DERELL PRUITT on behalf of himself and other
similarly situated laborers,

Plaintiff,

v.

QUALITY LABOR SERVICES, LLC and
HIGHLAND BAKING COMPANY, INC.,

Defendants.

Case No. 16 C 9718

Judge Chang

Magistrate Judge Valdez

**CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE
WITH DEFENDANT QUALITY LABOR SERVICES, LLC**

This Class Action Settlement Agreement and Release (the “Settlement Agreement”) is entered into by and between Plaintiff Derell Pruitt (“Plaintiff”) and the class of individuals he represents (as hereinafter defined) and Defendant Quality Labor Services, LLC (“QLS”) (collectively, the “Settling Parties” or “Parties”).

I. INTRODUCTION

Subject to approval by the Court, this Settlement Agreement sets forth the full and final terms by which Plaintiff, on behalf of himself and a class of African Americans (specifically defined below in Section III.A.8.) and QLS have settled and resolved all race discrimination claims that were raised in the Action captioned *Pruitt, et al. v. Quality Labor Services, LLC*, Case No. 16 C 9718 (N.D. Ill. 2016)), in the United States District Court for the Northern District of Illinois, against QLS.

II. NATURE AND RESOLUTION OF THE CASE

A. On October 13, 2016, Plaintiff, on behalf of himself and other similarly situated individuals, filed a Class Action Complaint in the United States District Court for the Northern District of Illinois (“Complaint”) alleging violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. (“Title VII”) and the Civil Rights Act of 1866, as amended, 42 U.S.C. § 1981 (“Section 1981”).¹

B. QLS denies all liability and wrongdoing associated with the claims alleged in the Complaint. Specifically, QLS denies it discriminated against the Plaintiff or other African Americans on the basis of race in violation of Title VII, Section 1981, or any other state or federal law. QLS further denies all other allegations of wrongdoing in the Complaint. QLS also denies that litigation of this Action as a class action is appropriate and reserves the right to argue that the Action should not be certified as a class action in the event this Settlement Agreement is not approved.

C. In an effort to determine whether the Settling Parties could settle this dispute prior to a lengthy litigation, the Parties’ counsel, who are experienced class action attorneys, participated in detailed settlement negotiations.

D. After exchanging extensive information among counsel about the claims and putative Class Members, Plaintiff and QLS engaged in a settlement conference with the Honorable Magistrate Judge Maria Valdez and reached a settlement based on the settlement terms set forth in more detail in this Agreement. During the negotiations, counsel for the Plaintiff and QLS bargained vigorously on behalf of their respective clients. All negotiations were conducted at arm’s length and in good faith.

¹ The complaint named two defendants, QLS and Highland Baking Company (“Highland”). Plaintiff and Highland have reached and entered into a separate agreement to settle Plaintiff’s individual claim against Highland and intend to file a stipulation of dismissal of Plaintiff’s claim against Highland once the agreement is finalized, executed, and becomes effective.

E. Plaintiff and QLS believe it is in their best interests and the best interests of the Settlement Class to resolve this matter at this time.

F. The Settling Parties and their counsel recognize that, in the absence of an approved settlement, they would face a long litigation course, including additional discovery, motions for class certification, expert discovery, motions for summary judgment, trial, and potential appellate proceedings that would consume time and resources and present each party with ongoing litigation risks and uncertainties. The Settling Parties wish to avoid these risks and uncertainties, as well as the consumption of time and resources, and have decided that an amicable settlement pursuant to the terms and conditions of this Settlement Agreement is more beneficial to them than continued litigation. Class Counsel believe that the terms of the Settlement Agreement are in the best interests of the Settlement Class and are fair, reasonable, and adequate.

G. QLS specifically and generally denies all the claims asserted in the Action, denies any and all liability or wrongdoing of any kind whatsoever associated with any of the facts or claims alleged in the Action, and makes no concession or admission of wrongdoing or liability of any kind whatsoever. This Settlement Agreement does not, and is not intended to constitute, nor shall it be deemed to constitute, an admission by any party as to the merits, validity, or accuracy of any of the allegations, claims, or defenses of any party in this case. By entering into this Settlement Agreement, QLS does not admit or concede, expressly or impliedly, but instead denies that it has in any way violated Title VII, Section 1981, or any parallel or similar federal, state, and local laws prohibiting race discrimination or retaliation, the common law of any jurisdiction, or any other federal, state or local law, statute, ordinance, regulation, rule, or executive order, or any other obligation or duty at law or in equity. Neither the Court nor any other court has made any

findings or expressed any opinion concerning the merits, validity, or accuracy of any of the allegations, claims, or defenses in this Action.

H. No statements, discussions or communications between the Settling Parties, nor any materials prepared, exchanged, issued or used for the purpose of the mediation or negotiations leading to this Settlement Agreement, is intended by the Settling Parties to, nor shall any of the foregoing constitute, be introduced, be used, or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other proceeding of whatsoever kind or nature, including as evidence of discrimination, retaliation, or harassment, or as evidence of any violation of Title VII, Section 1981, parallel federal, state and local laws prohibiting race discrimination or retaliation, the common law of any jurisdiction, or any other federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in the Court or in mediation to enforce or implement any provision of this Settlement Agreement or implement any orders or judgments of the Court entered in connection herewith or as set forth in this Agreement.

III. GENERAL TERMS OF THE SETTLEMENT AGREEMENT

A. Definitions. The defined terms set forth herein shall have the meanings ascribed to them below.

1. “Action” means *Pruitt, et al. v. Quality Labor Services, LLC* (Case No. 16 C 11086 (N.D. Ill. 2016)).

2. “Administrative Costs” means all costs incurred by the Claims Administrator in connection with the administration of the Settlement Agreement and the Settlement Fund including, but not limited to, those related to sending Notice, claims processing, legal advice relating to the establishment of the Qualified Settlement Fund and tax treatment and

tax reporting of awards to claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), the Claims Administrator's fees and expenses, and costs of the claims resolution process. The Claims Administration costs shall be paid from the Settlement Amount and QLS will not have any responsibility for contributing additional funds to the Qualified Settlement Fund.

3. "Agreement" or "Settlement" means the terms and conditions set forth in this Class Action Settlement Agreement of this matter.

4. "Award(s)" means the Monetary Awards as described in Sections III.A.17 and III.A.30. below.

5. "Claimants" means the Class Members who have submitted a timely Claim Form to the Claims Administrator. Plaintiff shall be deemed to be a Claimant without being required to submit a Claim Form.

6. "Claim Form" means the form, attached as Exhibit A, that Claimants must submit to the Claims Administrator within the time period directed by the Court in order to receive a Monetary Award in the claims process described in Section VII.C. below.

7. "Claims Administrator" means the third-party claims administration firm to be mutually agreed to by the Settling Parties to fulfill the duties set forth herein, including to serve Notice and administer aspects of the claims process and Settlement Fund pursuant to Section VII below and related orders of the Court.

8. "Class" means the class that Plaintiff seeks to have certified, solely for the purposes of this Settlement Agreement, which is defined as:

All African Americans who sought work assignments through Quality Labor Services, LLC at its Gurnee, Illinois Office at any time between October 13, 2012 and the date of Preliminary Approval, but who, on one or

more occasions, were not assigned to work at one or more of Quality Labor Services, LLC's client companies by Quality Labor Services, LLC.

9. "Class Claims Certified" means any and all claims of race discrimination against QLS arising out of the Plaintiff's and/or Class Members' non-assignment from QLS's Gurnee Office to one or more of QLS's client companies from October 12, 2012 through the date of Preliminary Approval, known or unknown, that the Plaintiff and Class Members may have against any Released Party as that term is defined herein.

10. "Class Counsel" means Robert S. Libman and Benjamin J. Blustein of Miner, Barnhill & Galland, P.C. and Christopher J. Williams of the National Legal Advocacy Network.

11. "Class Member" means an individual who is a member of the Settlement Class.

12. "Class Period" means the period running from October 13, 2012 through the date of Preliminary Approval.

13. "Court" means the United States District Court for the Northern District of Illinois in the Eastern Division.

14. "Effective Date" means the date on which all of the following have occurred: (1) the Court has finally approved and entered this Settlement Agreement; (2) the Court has entered an Order and Judgment dismissing the Action without prejudice, with continuing jurisdiction limited to enforcing this Settlement Agreement; and (3) the time for appeal has either run without an appeal being filed or any appeal (including any requests for rehearing *en banc*, petitions for *certiorari* or appellate review) has been finally resolved.

15. "Fairness Hearing" means the hearing at which the Court will consider final approval of this Settlement Agreement and related matters.

16. “Final Approval Date” means the date on which the Court grants final approval of this Settlement Agreement.

17. “Judgment” means the judgment to be rendered by the Court pursuant to this Settlement Agreement.

18. “Monetary Awards” means the individual monetary awards given to Claimants as described in Section VII below.

19. “Net Settlement Amount” means the remainder of the Settlement Amount after deductions for the Service Award and General Release Payment to Plaintiff, claims administration costs and court-approved attorneys’ fees and costs as described in Section VIII.A.

20. “Notice” means the “Notice of Class Action, Proposed Settlement Agreement, and Fairness Hearing,” in the form attached hereto as Exhibits B (Abridged Notice) and C (Unabridged Notice).

21. “Notice Packet” means the Claim Form and the “Abridged Notice of Class Action, Proposed Settlement Agreement, and Fairness Hearing,” which the Claims Administrator will mail directly to Class Members in the forms attached hereto as Exhibits A and B.

22. “Opt-Out Request” means a written request to the Claims Administrator signed by a Class Member requesting exclusion from the Settlement, which must: (i) be signed by the Class Member; (ii) contain the name, address, and telephone number of the Class Member requesting exclusion; (iii) clearly state that the Class Member is aware that by opting out he or she will forego the opportunity to receive monetary benefits from this Settlement and that he or she does not wish to be included in the Settlement; (iv) be returned by mail to the Claims Administrator at the specified address; and (v) be received by a date certain, to be specified in the Notice.

23. “Opt-Out” means any Class Member who timely submits an Opt-Out Request.

24. “Order Granting Preliminary Approval” means the Order entered by the Court preliminarily approving, *inter alia*, the terms and conditions of this Settlement Agreement, the manner and timing of providing notice to the Class, and the time period for opt-outs and objections, substantially in the form attached hereto as Exhibit D.

25. “Plaintiff” means Plaintiff Derell Pruitt.

26. “Preliminary Approval Date” means the date that the Court enters the Order Granting Preliminary Approval of this Settlement.

27. “QLS’s Releasees” means Quality Labor Services, LLC and its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”).

28. “QLS’s Counsel” means the law firm of Korey Richardson, LLP.

29. “Released Claims” means any and all claims of race discrimination against QLS arising out of the Plaintiff’s and/or Class Members’ non-assignment from QLS’s Gurnee Office to one or more of its client companies from October 13, 2012 through the date of Preliminary Approval, known or unknown, that the Plaintiff and Settlement Class Members may have against any Released Party as that term is defined herein.

30. “Service Award and General Release Payment” means the payment of Five Hundred Dollars (\$500.00) to Plaintiff, to acknowledge his service to the Settlement Class and because he is being asked to release all of his claims against QLS, something no other Settlement Class Member is being asked to do.

31. “Settlement Amount” means the amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) which QLS shall pay pursuant to the terms of this Agreement for Monetary Awards to Class Members, Class Counsel’s attorneys’ fees and costs and Administrative Costs. The Settlement Amount is QLS’s only payment obligation under this Agreement.

32. “Settlement Class” or “Settlement Class Members” means all of the Class Members who do not opt out of the Settlement Class by timely submitting an Opt-Out Request pursuant to Section IV.E.

33. “QLS” means Defendant Quality Labor Services, LLC.

34. “Settlement Fund” means the One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), to be held, administered, and disbursed pursuant to this Settlement Agreement.

B. Cooperation. The Parties agree that they will cooperate to effectuate and implement all terms and conditions of this Settlement Agreement, and exercise good faith efforts to accomplish the terms and conditions of this Settlement Agreement. The Parties agree to accept non-material and procedural changes to this Settlement Agreement if so required by the Court in connection with Final Approval of the Settlement, but are not obligated to accept any changes in the monetary amount of relief, or any other material substantive change.

C. Certification of the Class for Settlement Purposes Only.

1. Within seven (7) days after the execution of this Settlement Agreement, Plaintiff will file the Settlement Agreement and request that the Court certify the Class pursuant to Federal Rules of Civil Procedure 23(b)(3) for settlement purposes only. QLS will not oppose Plaintiff's request to certify the Class for settlement purposes only. Plaintiff and Class Counsel agree that, if the Action were to proceed, they would not argue or present any argument, and hereby waive any argument, based on this settlement or this Settlement Agreement or any exhibit and attachment hereto, or any act performed or document executed pursuant to or in furtherance of this Settlement Agreement or negotiations that led to settlement, that QLS should be thereby barred from contesting class action certification pursuant to Federal Rule of Civil Procedure 23, or from asserting any and all other potential defenses and privileges. This Settlement Agreement shall not be deemed an admission by, or a basis for estoppel against, QLS that class action treatment pursuant to Federal Rule of Civil Procedure 23 in the Action is proper or cannot be contested on any grounds.

2. If, for any reason, the Court does not approve this Settlement Agreement, fails to enter the Order Granting Final Approval, or fails to enter the Judgment, or if this Settlement Agreement is lawfully terminated for any other reason, then Plaintiff's prior request for class certification shall be deemed null and void *ab initio*, Plaintiff shall retain the absolute right to assert any and all claims and to seek class certification, and QLS shall retain the absolute right to dispute the propriety of class certification on all applicable grounds.

IV. COURT APPROVAL, CLASS NOTICE, AND FAIRNESS HEARING

A. Jurisdiction. The Court shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, and the Settling Parties submit to the jurisdiction of the Court for purposes of implementing and enforcing the terms of this Agreement.

B. Preliminary Approval.

1. Within seven (7) days after the execution of this Settlement Agreement, Plaintiff shall file a motion with the Court, unopposed by QLS, for an order preliminarily certifying the Class for settlement purposes; preliminarily approving this Settlement Agreement; approving the Notice to be sent to Class Members and potential Class Members describing the terms of the Settlement Agreement and informing them of their rights to submit objections and to opt out; and preliminarily enjoining, pending the outcome of the Fairness Hearing, (i) all Class Members from commencing, prosecuting, or maintaining any claim already asserted in, or encompassed by, this Action, and (ii) all Class Members (including those who request exclusion) from commencing, prosecuting, pursuing or maintaining in any court or forum other than the Court, any claim, action, or other proceeding that challenges or seeks review of or relief from any order, judgment, act, decision, or ruling of the Court in connection with this Settlement Agreement or otherwise in connection with this Action.

C. Notice to Class Members; Responses to the Notice.

1. The Court will appoint a Claims Administrator (mutually agreed upon by the Settling Parties) as the Claims Administrator to perform the following tasks, among others:

- a. Distribute Notice to Class Members;
- b. Receive and forward to Class Counsel and QLS's Counsel any Objections or Opt-Out Requests from Class Members;
- c. Distribute and receive Claim Forms and other documents in a confidential manner; and
- d. Properly process the Awards, including for tax purposes as directed in Section VII below.

2. No later than thirty (30) calendar days following the Preliminary Approval Date, QLS shall provide the Claims Administrator with a list of assignees from its Gurnee Branch Office during the Class Period (“QLS Assignee List”) for the sole purpose of providing notice of this Settlement Agreement. The QLS Assignee List shall contain names and current or last known mailing addresses of the assignees. The Claims Administrator shall not be permitted to use the QLS Assignee List for any other purpose than that set forth in this Agreement. The QLS Assignee List will be true and correct to the best of QLS’s knowledge. The Claims Administrator shall be required to execute a confidentiality agreement requiring that the information contained in the QLS Assignee List shall be used only for the purposes set forth in this paragraph and shall be maintained as confidential. Upon completion of the notice process, the Claims Administrator shall return to QLS or destroy all copies of the QLS Assignee List and certify to counsel for QLS that no copies of the data have been retained or shared.

3. Within ten (10) business days after receiving the QLS Assignee List from QLS, the Claims Administrator will mail the Notice Packet, made up of the Claim Form and Abridged Noticed attached hereto as Exhibits A and B, respectively, to each individual on the QLS Assignee List for whom there is a mailing address.

4. In order to provide the best notice practicable, before mailing the Notice and Claim Forms, the Claims Administrator will run the QLS Assignee List through the United States Postal Service’s National Change of Address database (“NCOA”).

5. If envelopes from the mailing of the Notice and Claim Forms are returned with forwarding addresses, the Claims Administrator will re-mail the Notice and Claim Forms to the new addresses within five (5) business days.

6. In the event that a Notice and Claim Form are returned to the Claims Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender,” the Claims Administrator shall perform a standard skip trace in an effort to ascertain the current address of the particular Class Member or potential Class Member in question, and, if such an address is ascertained, the Claims Administrator will re-send the Notice and Claim Form within five (5) business days of receiving the newly ascertained address; if no updated address is obtained for that Class Member or potential Class Member, the Notice and Claim Form shall be sent again to the Class Member’s or potential Class Member’s last known address. In either event, the duty of the Parties and Claims Administrator to deliver the Notice and Claim Form shall be deemed satisfied once it is mailed for the second time.

7. No later than the date of the first mailing of Notice Packets to the Class List, Class Counsel shall cause to be established a QLS Class Action Settlement website at the URL www.QLS.Settlement.com which shall contain the information in the Notice, Exhibits B and C, as well as a downloadable claim form, Exhibit A, which shall remain active for not less than the sixty (60) day claim period.

8. Within fourteen (14) calendar days of the mailing of the Notice Packet, Class Counsel shall cause to be published in two community newspapers serving the African American community in the area of the QLS Gurnee Office and through social media targeted to African Americans in the area of the QLS Gurnee Office the information contained in Exhibit E, attached hereto.

D. Objections.

1. Class Member objections to this Settlement Agreement must be in writing, signed, and submitted to the Claims Administrator (with copies served on the Settling Parties' counsel); must include a detailed description of the basis of the objection; and must indicate whether the Settlement Class Member intends to appear at the Fairness Hearing. To be timely and considered by the Court, objections must be received at least three days before the Final Approval Hearing.

2. The Claims Administrator shall provide counsel for both parties all objections it receives from Class Members.

3. Class Counsel will file with the Court all timely submitted and served objections with the Court.

E. Exclusions/Opt-Outs.

1. A Class Member who submits a timely Request for Exclusion Form or Opt-Out Request shall NOT: (i) be bound by an order of final or judgments entered in this Lawsuit; (ii) be entitled to benefits or relief under this Agreement; (iii) gain rights by virtue of this Agreement; and (iv) be entitled to object to the Agreement or appeal from an order of the Court.

2. The notice shall advise Class Members of their option to exclude themselves from this Settlement Agreement, the procedure by which to do so and that, if they exclude themselves from the Settlement Agreement: (i) they will not be entitled to receive any award or other benefit from the Settlement; (ii) they will not be bound by the terms of the Settlement, including by the release of claims against the Released Parties, and will be able to pursue claims on their own against the Released Parties, and (iv) any decision to exclude themselves from this Settlement will not impact their rights against Highland.

3. Any Class Member who wishes to opt out of the Class for purposes of this Settlement Agreement must mail to the Claims Administrator a written, signed statement that he or she is opting out. Opt-Out Requests must be postmarked within sixty (60) days after Notice is mailed to Class Members. Upon receipt of an Opt-Out Request, the Claims Administrator shall promptly notify and send a copy of the Opt-Out Request to counsel for QLS and to Class Counsel and shall provide Class Counsel with such Class Member's last known telephone number as reflected in the Opt-Out Request. If a fully completed and properly executed Request for Exclusion is not timely received by the Settlement Administrator from a Class Member, then that Class Member will be deemed to have forever waived his or her right to opt out of the Class. The Claims Administrator shall determine whether a Class Member has timely and properly opted out of this Settlement Agreement. Those decisions will be final. Class Counsel shall file with the Court all timely Opt-Out Requests.

4. Class Members who file Opt-Out Requests may rescind their Opt-Out Request. To be effective, such rescissions must be in writing and must be received by the Claims Administrator at least one (1) day before the Fairness Hearing.

F. Fairness Hearing.

1. Upon Preliminary Approval, a briefing schedule and Fairness Hearing date will be set at the Court's convenience. Plaintiff's Motion for Final Approval will be due no earlier than thirty (30) days following the close of the objection and opt-out period, and the Fairness Hearing will be held no earlier than forty-five (45) days following the close of the objection and opt-out period, unless agreed to by the Settling Parties or set by the Court. Neither this Settlement Agreement nor the Court's Preliminary or Final Approval hereof shall be admissible in any court

regarding the propriety of class certification or regarding any other issue or subject (except for the purpose of enforcing this Settlement Agreement and as otherwise set forth herein).

2. The time periods referenced in this Section IV are guidelines; actual dates will be determined by the Court.

3. In the event that this Settlement Agreement does not become final and binding, no party shall be deemed to have waived any claims, objections, rights or defenses, or legal arguments or positions, including, but not limited to, claims or objections to class certification, and claims and defenses on the merits. Each party reserves the right to prosecute or defend this Action in the event that the Settlement Agreement does not become final and binding.

4. If this Settlement Agreement is not approved by the Court or for any other reason is terminated or fails to become effective in accordance with its terms (or if, following approval by this Court, such approval is reversed or substantively modified), the Settling Parties shall be restored to their respective positions that existed in this Action prior to entering into this Settlement Agreement; the terms and provisions of this Settlement Agreement shall have no force or effect and shall not be used in this Action or in any proceeding for any purpose; the Settlement Fund shall be returned to QLS after deducting all costs and expenses, including costs of providing Notice to Class Members, and all costs paid or incurred by the Claims Administrator, as of the date of termination; any judgment entered by the Court in accordance with the terms of this Settlement Agreement shall be treated as vacated, *nunc pro tunc*; and the litigation of the Action will resume as if there had been no Settlement Agreement, with no stipulated Class. The Settling Parties retain all rights, claims, and defenses as to class certification and otherwise as to any of the allegations asserted in this Action. This Settlement Agreement will not be considered an admission of liability or damages by QLS.

G. QLS's Right to Withdraw from the Agreement Based On the Opt-Out Requests.

1. If the total number of Class Members who exclude themselves from the Settlement Agreement is more than fifteen (15) individuals, the QLS will have the option at its discretion of rejecting this Settlement Agreement in its entirety; provided however, that such option must be exercised within seven (7) days after receiving notice from the Claims Administrator after the exclusion deadlines as to how many Class Members have requested exclusion.

2. In the event that QLS withdraws from this Settlement Agreement or in the event that this Settlement Agreement is reversed on appeal or is otherwise rendered null and void for any reason, the Claims Administrator shall return the of the amount Settlement Fund QLS contributed to the Settlement Fund after deducting all costs and expenses paid or incurred by the Claims Administrator as of the date of the withdrawal to QLS within ten (10) business days.

V. RELEASE/BAR OF CLAIMS

A. Class Members' Specific Release. All Settlement Class Members who do not timely opt out of this Settlement will irrevocably and forever release all Released Claims as defined in Section III.A.27. above.

B. Plaintiff's General Release. As a condition of receiving an Award as a Class Member under this Settlement Agreement, in this "General Release," Plaintiff knowingly and voluntarily releases and forever discharges QLS and Released Parties, of and from any and all claims, known and unknown, asserted or unasserted, which the Plaintiff has or may have against Releasees as of the date of execution of this Agreement except as limited in Section V.C. below, including, but not limited to, any alleged violation of:

- 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”) (as modified below);
- 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 Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Illinois Human Rights Act;
- 820 ILCS 305/4(h) of the Illinois Workers’ Compensation Act;
- Illinois common law regarding retaliation or discrimination for filing a workers' compensation claim;
- Illinois Equal Pay Act;
- Illinois School Visitation Rights Act;
- Illinois AIDS Confidentiality Act;
- Illinois Right to Privacy in the Workplace Act;
- Illinois Genetic Information Privacy Act;
- Illinois One Day Rest in Seven Act;
- Illinois Eight Hour Work Day Act;
- Illinois Health and Safety Act;
- Illinois Whistleblower Act;
- Illinois Victims’ Economic Safety and Security Act;
- Illinois Worker Adjustment and Retraining Notification Act;
- Illinois Personnel Records Review Act;
- Illinois Criminal Identification Act;
- Illinois Voter Leave Act;
- Illinois Family Military Leave Act;
- Illinois Joint Agency Rules of Sex Discrimination;
- Illinois Joint Agency Rules on National Origin Discrimination;
- Illinois Human Rights Commission Rules on Handicap Discrimination;
- Illinois Human Rights Commission Rules on Unfavorable Military Discharge Discrimination;
- Smoke Free Illinois Act;
- Illinois Blood Donation Leave Act;
- Illinois Civil Patrol Leave Law
- Illinois Jury Duty Leave Law
- Illinois Official Meetings Leave Law
- Illinois Witness Duty Leave Law
- Illinois Working Mothers in the Workplace Act;
- Illinois Common Law Claims for Unlawful Retaliatory Discharge in Violation of Public Policy;
- Illinois Employee Sick Leave Act;

- Illinois Child Bereavement Leave Act;
- Illinois Biometric Information Privacy Act;
- Cook County Human Rights Ordinance;
- Cook County Earned Sick Leave Ordinance;
- Chicago Human Rights Ordinance, as amended;
- Chicago Earned Sick Leave Ordinance;
- any other federal, state or local law, rule, regulation, or ordinance
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

C. The General Release by Plaintiff does not waive any rights that cannot be waived by law, including Plaintiff's right to file a charge of discrimination with an administrative agency, such as the U.S. Equal Employment Opportunity Commission ("EEOC") and their rights to: (i) participate in any agency investigation or proceeding; or (ii) testify in an administrative, legislative or judicial proceeding concerning alleged criminal conduct or alleged unlawful employment practices on the part of QLS; or (iii) report allegations of unlawful conduct to federal, state or local officials for investigation. Plaintiff is waiving, however, any right to recover money in connection with such a charge or investigation involving a released claim, whether initiated by Plaintiff or by another party, against QLS.

D. The terms of the Releases, set forth in Section V.A. above for Settlement Class Members and Section V.B. above for Plaintiff, are a material part of this Settlement Agreement and are hereby incorporated as if fully set forth in the Settlement Agreement; if these Releases, set forth in Section V.A. above for Settlement Class Members and in Section V.B. for Plaintiff, are not finally approved by the Court, or the Settlement Agreement cannot become effective for any reason and the Settlement set forth in this Settlement Agreement terminates as provided in Section IX of this Settlement Agreement, then the Releases shall terminate *nunc pro tunc* and be of no force and effect.

E. QLS releases and forever discharges all claims, counter-claims, cross-claims, demands, rights, liabilities against Plaintiff, his counsel, heirs, administrators, representatives, executors, successors, and assigns and/or against Class Members' in relation to their effort to seek work at QLS, known or unknown, asserted or unasserted, which QLS has or may have against Plaintiff or Class Members as of the date of execution of this Agreement.

VI. MONETARY RELIEF

A. Settlement Fund.

1. No later than fifteen (15) business days after Preliminary Approval, Defendant QLS shall pay by wire transfer or otherwise transmit to the Qualified Settlement Fund established by the Claims Administrator not less than twenty-five percent (25%) of its Settlement obligation of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), or Thirty-Seven Thousand Five Hundred and 00/100 Dollars (\$37,500.00).

2. No later than fifteen (15) business days after the Final Approval Date, Defendant QLS shall pay by wire transfer or otherwise transmit to the Qualified Settlement Fund established by the Claims Administrator the balance of its Settlement obligation under this Agreement, up to seventy-five percent (75%) of the One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00), or up to One Hundred Twelve Thousand Five Hundred and 00/100 Dollars (\$112,500.00).

3. The payments made pursuant to Sections VII.A.1 and VII.A.2 are made in order to satisfy the claims of Plaintiff and Class Members released in this Settlement Agreement, as well as for other purposes identified in this Settlement Agreement. The Settlement Amount shall constitute the total monetary outlay by QLS with respect to: (a) the resolution of this matter; (b)

this Settlement Agreement (and attachments); and (c) the dismissal of this Action. The amounts for which QLS is responsible for paying shall be QLS's only payment obligation(s).

4. The Claims Administrator shall hold the Settlement Amount in trust until this Settlement Agreement is finally approved by the Court.

5. Once this Settlement Agreement is finally approved by the Court, Plaintiff will formulate an appropriate plan for distribution of the funds to the Class Members, which will be subject to approval by the Court. However, it is understood and agreed by the Parties that:

a. The Net Settlement Amount will be distributed through a claims-made process based on the formulas described below; and

b. Each Class Member who files a valid Claim Form shall receive a *pro rata* share of the payment of the Net Settlement Amount (Net Settlement Amount ÷ Total Valid Claims); and

c. 50% of each Claimant's Settlement Payment will be considered wages and will be reported as such on an IRS Form W-2 and the remaining 50% of each Claimant's Settlement Payment will be considered compensatory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Appropriate withholding of federal, state, and local income taxes and the Claimants' share of Federal Insurance Contribution Act ("FICA") taxes shall be deducted from the portion of the Settlement Payments considered to be wages and reported on the above-referenced Form W-2. The employer's share of payroll taxes will be paid out of the Settlement Amount. Other than the withholding and reporting requirements herein, each Claimant shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this Agreement.

B. Administration of Settlement Fund.

The Settlement Fund will be placed in an account titled in the name of *QLS Settlement Fund*, a Qualified Settlement Fund, intended by the Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* At the time the Claims Administrator is directed by Order of the Court to distribute the *QLS Settlement Fund*, the Claims Administrator shall: (1) calculate, withhold, remit, and report each Claimant’s and the employer’s share of applicable payroll taxes in connection with the Settlement Payment; (2) satisfy all tax reporting, return, and filing requirements with respect to the Settlement Account as detailed in Section VII.F. below; and (3) satisfy out of the Settlement Account all taxes (including estimated taxes, interest, or penalties) with respect to the interest or other income earned by the Settlement Account, fees, expenses, and costs incurred in connection with the opening and administration of the Agreement as Administrative Costs. The Parties and the Claims Administrator shall elect to treat the Settlement Account as coming into existence as a Qualified Settlement Fund on the earliest date set forth in 26 C.F.R. § 1.468B-1(j)(2)(i), and such election statement shall be attached to the appropriate returns as required by 26 C.F.R. § 1.468B-1(j)(2)(ii). The Parties agree to cooperate with the Claims Administrator and one another as necessary to effectuate the terms of this Agreement.

C. Claims Procedure.

1. Claims Filing Procedures for Obtaining Monetary Relief. All Settlement Class Members, including Plaintiff, may be eligible to receive a Monetary Award from the Settlement Fund. All Settlement Class Members, excluding Plaintiff, who seek to claim a Monetary Award from the Settlement Fund must do so in writing by signing and submitting to the Claims Administrator a Claim Form, as described more fully below, which must be received by

the Claims Administrator by the date set by the Court. Settlement Class Members shall complete the Claim Form in its entirety to the extent applicable and in accordance with the procedures and requirements set forth on the Claim Form. To be considered a Class Member, an individual completing the claim form must affirm under oath that: (a) he or she is African American; and (b) he or she sought employment from a staffing agency known as QLS through its Gurnee, Illinois office between October 13, 2012 and the date of preliminary approval. Class Members who file a Claim Form must notify the Claims Administrator of any change of address. A failure to notify the Claims Administrator of a change of address may result in the forfeiture of an Award.

The Claim Form shall be mailed to Settlement Class Members by the Claims Administrator following Final Approval of the Settlement.

2. Claim Form and Monetary Award Options. Settlement Class Members, excluding Plaintiff, who seek to claim a Monetary Award must submit a Claim Form. Any Settlement Class Member who fails to timely file a Claim Form shall not receive a Monetary Award but shall be bound to this Settlement Agreement, including Section V herein. Plaintiff shall be deemed to have filed a valid and timely claim.

D. Non-Admissibility of Fact of Award or Non-Award. Neither the fact nor the amount of an Award, nor the fact of any non-award, from the Settlement Fund shall be admissible in any other proceeding for any purpose other than to enforce the Class Member Release or Plaintiff's Release, nor shall it be deemed to be a finding as to the merits of any claim.

E. Payment of Federal, State, and Local Taxes. The Parties recognize that the awards to eligible Claimants will be subject to applicable tax withholding and reporting, which will be handled as follows:

1. The Claims Administrator shall serve as trustee of the portion of the Settlement Fund devoted to paying claims (“Claims Fund”) and shall act as a fiduciary with respect to the handling, management, and distribution of the claims, including the handling of tax-related issues and payments. Specifically, the Claims Administrator shall be responsible for withholding, remitting, and reporting of the employer and the Claimants’ share of payroll taxes from the Settlement Fund.

2. The Claims Administrator shall be responsible for the timely reporting and remitting of the Employer Payroll Tax Payment to the appropriate taxing authorities and shall indemnify QLS for any and all penalties and interest relating to such tax payments, including those arising out of an incorrect calculation and/or late payment of the correct taxes.

3. The Claims Administrator shall be responsible for satisfying from the Claims Fund any and all federal, state and local employment and withholding taxes, including, without limitation, federal and state income tax withholding, FICA, Medicare, and any state employment taxes.

4. The Claims Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys’ fees and other costs and expenses subject to reporting), and any and all taxes, penalties, and other obligations with respect to the payments or distributions from the Settlement Fund not otherwise addressed herein.

5. All (i) taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, including any taxes or tax detriments that may be imposed on QLS with respect to income earned for any period during which the Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and (ii) expenses and costs incurred in connection with the operation and implementation of this Section (including, without limitation, expenses of tax attorneys and/or accountants, mailing and distribution costs, and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”), shall be paid out of the Settlement Fund. The Parties hereto agree to cooperate with the Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

6. Other than the withholding and reporting requirements set forth in Section VII.F.5.-6., Claimants shall be solely responsible for the reporting and payment of any federal, state, and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement Agreement. QLS makes no representations, and it is understood and agreed that QLS has made no representations, as to the taxability of any portions of the settlement payments to any Claimants, the payment of any cost or an award of attorney fees, or any payments to Plaintiff.

F. QLS Has No Further Obligation, Liability or Responsibility. QLS shall have no withholding, reporting, or any other tax reporting or payment responsibilities with regard to the Settlement Fund or its distribution to Class Members. Moreover, QLS shall have no liability, obligation, or responsibility for the administration of the Settlement Fund, the determination of

any formulas for disbursement, or the disbursement of any monies from the Settlement Fund except for (1) the obligation to pay the \$150,000.00 into the Settlement Fund as described in Section VI.A.1.; and (2) the agreement to cooperate in providing information necessary for Settlement administration set forth herein.

VII. ATTORNEYS' FEES AND EXPENSES OF CLASS COUNSEL AND SERVICE AWARD AND GENERAL RELEASE PAYMENT TO PLAINTIFF

A. As discussed in Section VI.B. above, all of Class Counsel's fees and costs, including those in connection with securing Court approval of this Settlement Agreement, the claims process, and any monitoring of this Settlement Agreement, shall be paid from the Qualified Settlement Fund, following approval of those attorneys' fees and costs by the Court. Subject to approval by the Court, Class Counsel will seek attorneys' fees and costs of in an amount not to exceed one-third of the Settlement Amount, subject to Court approval. QLS shall not object to Class Counsel's requests for fees and costs up to the amounts stated herein.

B. Plaintiff has exerted time and effort in assisting Class Counsel and serving as a fiduciary for the Settlement Class. As is standard in class litigation, Class Counsel intends to petition the Court for a Service Award and General Release Payment to Plaintiff for his efforts and service to the Settlement Class and for signing a general release, something no other Settlement Class Member is being asked to do. QLS shall not object to Class Counsel's petition for a Service Award and General Release Payment of Five Hundred Dollars (\$500) to Plaintiff.

VIII. TERMINATION OF SETTLEMENT

A. In the event that this Settlement Agreement is not approved in its entirety as is by the Court, excluding modifications that QLS determines in their reasonable and good faith judgment not to be material modifications, or in the event that the Settlement set forth in this Settlement Agreement is terminated, cancelled, declared void, or fails to become effective in

accordance with its terms, or if the Judgment does not become a Final Judgment, or if the Effective Date does not occur, no payments shall be made by QLS to anyone in accordance with the terms of this Settlement Agreement, and the Parties will each bear their own costs and fees with regard to the efforts to obtain Court approval. In such event, this Settlement Agreement (except for this provision and those provisions relating to non-admissibility and non-admission of liability set forth in Sections II.B., II.G., II.I., and VII.D. shall be deemed null and void and its terms and provisions shall have no further force and effect with respect to the Parties and shall not be used in the Action or in any other proceeding for any purpose. In such event, QLS does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted by Plaintiff in the Action upon all procedural and substantive grounds, including without limitation the ability to challenge class action treatment on any grounds and to assert any and all other potential defenses or privileges. Plaintiff and Class Counsel agree that QLS retains and reserves these rights, and they agree not to take a position to the contrary. Plaintiff and Class Counsel do not waive, but rather expressly reserve, all rights to assert any claims and allegations and to challenge any and all defenses thereto, upon all procedural and substantive grounds, and to seek class action treatment of any and all of their claims. QLS agrees that Plaintiff and Class Counsel retain and reserve these rights, and agrees not to take a position to the contrary. Notwithstanding any other provision of this Settlement Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, reducing the amount of any attorneys' fees or costs to be paid to Class Counsel, shall constitute grounds for cancellation or termination of this Settlement Agreement or grounds for limiting any other provision of the Judgment.

IX. CONFIDENTIALITY

A. Confidentiality of Settlement Negotiations. Other than necessary disclosures made to the Court, the content of the Parties' settlement negotiations shall be held confidential by Counsel for the Parties.

B. Documents and Information Produced by QLS and Class Counsel. All proprietary and confidential documents, data, or information that have previously been provided to QLS or Class Counsel as of the date this Settlement Agreement is executed, or which are produced by QLS or Class Counsel pursuant to any provision of this Settlement Agreement shall, unless otherwise agreed, be treated as, and thereafter remain, confidential. Said documents and information shall not be disclosed to anyone other than the mediator or the Court in connection with any proceeding to enforce any provision of this Settlement Agreement, or as otherwise provided in this Settlement Agreement. If such disclosure is deemed necessary by Class Counsel or QLS, Class Counsel or QLS shall identify and disclose to the other party such documents and information deemed necessary to disclose at least ten (10) business days prior to filing such documents with any court, and, if a party so requests, shall seek permission to file said documents with this Court under seal.

C. Return or Disposal of Confidential Documents and Information. All proprietary and confidential documents or information in all forms and formats (originals and copies) that have previously been provided to Class Counsel or to QLS as of the date this Settlement Agreement is executed, or which are produced by QLS or Class Counsel pursuant to any provision of this Settlement Agreement, shall be returned and/or destroyed by all of the Parties within ten (10) calendar days from the Effective Date.

D. Nothing in the preceding paragraphs of this Section shall preclude any party from responding to a lawsuit discovery request, subpoena, or court order; provided, however, that the party against whom such discovery is sought or such subpoena or order is directed agrees to

provide prompt notice and a copy of same to counsel for the other parties to this Settlement Agreement. Nor shall anything in the preceding paragraphs preclude any party from retaining attorney work product.

X. MISCELLANEOUS PROVISIONS

A. Governing Law. The Parties agree that federal law shall govern the validity, construction, and enforcement of this Settlement Agreement. To the extent that it is determined that the validity, construction, or enforcement of this Settlement Agreement, or Plaintiff's Releases thereunder, is governed by state law, the substantive law of Illinois shall apply.

B. Entire Agreement. This Settlement Agreement, including the Exhibits hereto, contains the entire agreement and understanding of the Parties with respect to the Settlement. This Settlement Agreement does not impose any obligations on the Parties beyond the terms and conditions stated herein. Accordingly, this Settlement Agreement shall not prevent or preclude QLS from revising its employment practices and policies or taking other personnel actions during the term of this Settlement Agreement so long as such actions would not violate the terms of this Settlement Agreement.

C. Modifications. Except as specifically provided for herein, this Settlement Agreement may not be amended or modified except with the express written consent of the Parties.

D. Exhibits. The Exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

E. Notices to Counsel. All notices to counsel required or desired to be given under this Settlement Agreement shall be in writing and by overnight mail and e-mail to counsel for the respective Parties (specifically to Robert Libman and Christopher Williams for the Class and to Elliot Richardson and Michele Dougherty of Korey Richardson LLP for Defendant QLS) at their

respective addresses set forth below (or at such other address as any such party or counsel may designate in a subsequent notice).

F. Failure to Insist on Strict Compliance. The failure of any party to insist in any one or more instances on strict compliance with the terms and conditions hereof shall not be construed to be a waiver of remedies available with respect to any prior or subsequent breach.

G. Settlement Agreement Binding. This Settlement Agreement shall inure to the benefit of, and be binding upon, the Parties hereto and their respective heirs, dependents, executors, administrators, trustees, legal representatives, personal representatives, agents, successors, and assigns provided, however, that this Settlement Agreement shall not inure to the benefit of any third party.

H. Dispute Resolution Mechanisms. The Settling Parties will work diligently and in good faith to resolve all disputes that may arise between them concerning the rights, obligations, and duties of the Parties to this Agreement. In the event that the Settling Parties cannot agree, the Settling Parties will attempt to resolve the dispute with the facilitation of a mediator. In the event that mediation is unsuccessful, then either party may institute an enforcement action. Settlement Class Members will have no individual right to enforce the terms of the Settlement Agreement. Rather, only QLS and Class Counsel may seek to enforce the terms of the Settlement Agreement. In any action brought to enforce this Agreement, the Court may, in its discretion, award reasonable attorneys' fees and expenses to the prevailing party.

I. No Drafting Presumption. All Parties hereto have participated, through their respective counsel, in the drafting of this Settlement Agreement and, therefore, this Settlement Agreement shall not be construed more strictly against one party than another.

J. Dispute As To Meaning of Agreement Terms. In the event of any dispute or disagreement with respect to the meaning, effect, or interpretation of this Settlement Agreement or any Exhibit hereto, or in the event of a claimed breach of the Settlement Agreement, the Parties agree that such dispute will be resolved and adjudicated only in accordance with the dispute resolution provisions of Section XI.H of this Settlement Agreement.

K. Interpretation of Terms. Whenever possible, each provision and term of this Settlement Agreement shall be interpreted in such a manner as to be valid and enforceable.

L. Paragraph and Section Headings. Paragraph and section headings are for convenience of reference only and are not intended to create substantive rights or obligations.

M. Counterparts. This Settlement Agreement may be executed in counterparts. Each signed counterpart together with the others shall constitute the full Settlement Agreement.

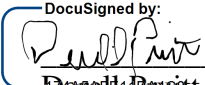
N. Agreement Binding. As of the date on which counsel for the Parties execute this Settlement Agreement, this Settlement Agreement shall be binding in all respects, subject to the terms and conditions set forth herein.

O. Parties' Authority. The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and to bind the Parties to the terms and conditions hereof. All of the Parties acknowledge that through this Settlement Agreement and its attachments, they and the Class Members are being advised that they may consult an attorney regarding their participation in this Settlement Agreement, and the Parties acknowledge that they in fact have been represented by competent, experienced counsel throughout all negotiations which preceded the execution of this Settlement Agreement, and this Settlement Agreement is made with the consent and advice of counsel who have jointly prepared this Settlement Agreement.

Plaintiff and Class Representative

DATED: 2/8/2022

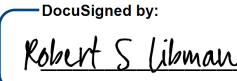
PLAINTIFF DERELL PRUITT

By:  _____
DocuSigned by:
Derell Pruitt

Class Counsel

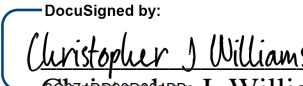
DATED: 2/8/2022

MINER, BARNHILL & GALLAND, PC

By:  _____
DocuSigned by:
Robert S. Libman
Miner, Barnhill & Galland, P.C.
325 N. LaSalle Street, Suite 350
Chicago, IL 60654
312-751-1170

DATED: 2/7/2022

NATIONAL LEGAL ADVOCACY NETWORK

By:  _____
DocuSigned by:
Christopher J. Williams
National Legal Advocacy Network
1 N. LaSalle Street, Suite 1275
Chicago, IL 60602
312-795-9121

Defendant Quality Labor Services, LLC

DATED: _____

QUALITY LABOR SERVICES, LLC

By: _____

Its: _____

Defendant Quality Labor Services, LLC's Counsel

DATED: _____

KOREY RICHARDSON LLP

By: _____
Elliot S. Richardson
Korey Richardson LLP
120 W. Madison St., Suite 520
Chicago, IL 60602
312-372-7075

EXHIBIT A

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

Pruitt, et al. v. Quality Labor Services, LLC, et al., Case No. 16-cv-09718

IMPORTANT NOTICE

You are receiving this Claim Form because you may be eligible to receive lost wages due to the denial of job assignments as part of a class action settlement. If you are African American and, between October 13, 2012 and [Preliminary Approval Date], you sought a job assignment through the staffing agency known as Quality Labor Services or QLS at its Gurnee, Illinois office and, on one or more occasions, you were not assigned to work at one or more of QLS's client companies by QLS, then you may be eligible to participate in the settlement.

Questions? Please call xxx-xxx-xxxx or visit the Settlement website, [insert]

CLAIM AND RELEASE FORM

If your name or address is different from those shown below, print the corrections on the lines to the right.

<<NAME>>
<<ADDRESS>>
<<CITY>>,<<ST>><<ZIP>>
(_____) _____ - _____
Area Code Daytime Telephone Number

Name/Address Changes (if any):

(_____) _____ - _____
Area Code Evening Telephone Number

YOU MUST COMPLETE THIS FORM IN ORDER TO BE ELIGIBLE FOR A MONETARY RECOVERY. INCOMPLETE AND/OR UNTIMELY CLAIM FORMS WILL BE REJECTED. YOU MUST SIGN AND MAIL THE CLAIM FORM IN THE SELF ADDRESSED POSTAGE PRE-PAID ENVELOPE INCLUDED, OR MAIL IT TO THE ADDRESS BELOW NO LATER THAN [INSERT CLAIM DEADLINE]:

**ATTICUS
1250 North Highland Drive NE Suite 240
Mendota Heights, MN 55120
Attn: QLS Settlement Class Claims Administrator**

INSTRUCTIONS:

You must *complete, sign and return* this Claim Form in order to be eligible for a monetary recovery. Your Claim Form must be postmarked on or before [insert claim deadline]. If you move, it is your responsibility to update your contact information with the Claims Administrator at the address listed above.

Returning this Claim Form does not ensure that you will share in the Settlement Proceeds. You will share in the proceeds only if (1) the Settlement receives final approval from the Court and (2) you meet requirements for recovery set forth in the Settlement Agreement, which is summarized in the accompanying Notice. You must respond to the below questions under penalty of perjury.

PART I: QUESTIONNAIRE

Be advised – This agreement is only for African-Americans who allege they were denied an assignment to work from QLS’s Gurnee Office to one or more of QLS’s client companies. In order to recover a settlement payment, you must respond to the following question below under oath. Do not complete this claim form if you are not African-American.

Tenga en cuenta - este acuerdo es solo para los Afroamericanos que alegan que se les negó una asignación de la oficina de QLS en Gurnee, Illinois. Para recuperar un pago de liquidación, debe responder a la siguiente pregunta a continuación bajo juramento. No complete este formulario de reclamo si no es Afroamericano

- 1. Are you African-American? Yes No
- 2. From October 13, 2012 until [insert preliminary approval date], did you seek work from a staffing agency known as Quality Labor Services or QLS at its Gurnee, Illinois office?
 Yes No

PART II: WAIVER AND RELEASE

I, the undersigned, hereby irrevocably and unconditionally waive, release, and forever discharge Quality Labor Services, LLC (“QLS”) and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities’ past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Released Parties”), from any and all claims of race discrimination arising out of the non-assignment from QLS’s Gurnee, Illinois Office to one or more of its client companies from October 13, 2012 through the date of Preliminary Approval, known or unknown. This Waiver and Release explicitly does not waive any rights that cannot be waived by law, including my right to file a charge of discrimination with an administrative agency, such as the United States Equal Employment Opportunity Commission (“EEOC”) and my right to participate in any agency investigation or proceeding. I understand, however, that I am waiving any right to recover a monetary award from any of the Released Parties in connection with such a charge or investigation related to the Released Claims for a charge filed by any other individual, by the EEOC, or by any other city, local, state, or federal agency.

ACCORDINGLY, I declare under penalty of perjury that the answers to the questions in this Claim and Release Form are true and correct.

Date: _____ Signature: _____

EXHIBIT B [Abridged Notice]

NOTICE OF CLASS ACTION SETTLEMENT

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION
CASE NO. 16-cv-09718**

***Pruitt, et al. v. Quality Labor Services, LLC, et al.,
c/o Claims Administrator***

WHY YOU ARE RECEIVING THIS NOTICE

This Notice is to tell you about the Settlement of a “class action” lawsuit that was filed against Quality Labor Services, LLC (“QLS”) and to tell you about a “Fairness Hearing” before Judge Edmond E. Chang on _____, 2022 at _____ .m. [insert courtroom information or teleconference number] to determine whether the proposed settlement described in the Class Action Settlement Agreement (the “Agreement”) fairly resolves the claims against QLS as explained below.

This Notice **is not** a notice of a lawsuit **against** you. A Federal Court has authorized this Notice.

You received this Notice because you have been identified as a person in the Class, defined as:

All African-Americans who sought work assignments through Quality Labor Services, LLC at its Gurnee, Illinois Office at any time between October 13, 2012 and the date of Preliminary Approval, but who, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC’s client companies by Quality Labor Services, LLC.

Accordingly, you may be eligible to participate in the settlement of this lawsuit by completing the attached Claim Form and timely mailing it to the Claims Administrator. To receive your share of the Settlement Fund, you must mail the attached Claim and Release Form not later than **Insert Date, 2022. The Claim and Release must be signed and returned without alteration or amendment.**

If you accurately complete and timely submit the attached Claim Form you will receive a Settlement Payment based on the following formula:

Each Claimant shall receive a *pro rata* share of the Class Settlement Fund.

If the information on the claim form is accurate, fill out the claim form completely, making sure to answer the questions and sign and date the form and mail it in the postage-paid envelope included.

HOW TO OPT-OUT OF OR OBJECT TO THIS AGREEMENT

If you do not wish to participate in the settlement and receive a settlement payment, you may exclude yourself from the settlement. To exclude yourself from the settlement, you must submit the following written statement “I request to be excluded from the settlement in *Pruitt, et al. v. Quality Labor Services, et al.*, Case No. 16-cv-09718” personally signed by you and include your full name, address, and telephone number and submit it to the Claims Administrator no later than [Insert Opt-Out Deadline]. If you exclude yourself, you cannot receive money from this settlement.

You may also object to the terms of the settlement. To object to the settlement, you must submit a written statement explaining the basis for your objection, personally signed by you, and you must include your full name, address, and telephone number and submit it to the Claims Administrator on or before [Insert Objection Deadline-3 days before Fairness Hearing]. Full details on how to exclude yourself or object to the settlement are available in the Complete Notice.

PLEASE REVIEW THE COMPLETE NOTICE PRIOR TO EXCLUDING YOURSELF FROM THE SETTLEMENT OR OBJECTING TO THE TERMS OF THE SETTLEMENT.

PLEASE NOTE: This is only a summary of the settlement terms. A Complete Notice is available that provides the details of this lawsuit and settlement. To obtain a copy of the Complete Notice, contact:

Robert S. Libman
Miner, Barnhill & Galland, P.C.
325 N. LaSalle Street, Suite 350
Chicago, IL 60654

FILE THE ATTACHED CLAIM FORM WITH A POSTMARK NO LATER THAN INSERT DATE.

EXHIBIT C

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DERELL PRUITT on behalf of himself and other
similarly situated laborers,

Plaintiff,

v.

QUALITY LABOR SERVICES, LLC and HIGHLAND
BAKING COMPANY, INC.,

Defendants.

Case No. 16 C 9718

Judge Chang

Magistrate Judge Valdez

**NOTICE OF PENDENCY OF CLASS ACTION,
PROPOSED SETTLEMENT, AND FAIRNESS HEARING**

If you are African American and sought a work assignment at Quality Labor Services, LLC (“QLS”) through its Gurnee, Illinois office from October 13, 2012 through [INSERT DATE OF PRELIMINARY APPROVAL] and, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC’s client companies by Quality Labor Services, LLC, a class action lawsuit may affect you.

*A federal court has authorized this Notice. This is not a solicitation from a lawyer.
You are not being sued.*

Part 1: Basic Information

What is this Notice About?

Why did I get this Notice?

You received this Notice because you have been identified as a person in the Class, defined as: All African-Americans who sought work assignments through Quality Labor Services, LLC at its Gurnee, Illinois Office at any time between October 13, 2012 and the date of Preliminary Approval, but who, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC’s client companies by Quality Labor Services, LLC.

If you meet the definition of the class, you are eligible to participate in the settlement and may be eligible for compensation as described below. **If you do not wish to participate in the settlement and receive a settlement payment, you may also exclude yourself or opt-out of the settlement. Information on how to exclude yourself from the settlement is available on page 5 of this Notice.**

This Notice explains:

- What the lawsuit is about
- Who is affected by the lawsuit
- Who represents the Class in the lawsuit
- What your legal rights and options are
- How and by when you need to act

What is this Notice about?

This Notice is to tell you about the Settlement of a “class action” lawsuit that was filed against Quality Labor Services, LLC (“QLS”) and to tell you about a “Fairness Hearing” before Judge Edmund E. Chang on _____, 2022 at _____.m. [insert courtroom information or teleconference number], to determine whether the proposed settlement described in the Class Action Settlement Agreement (the “Agreement”) fairly resolves the claims against QLS as explained below.

This Notice **is not** a notice of a lawsuit **against** you. A Federal Court has authorized this Notice.

What is the Litigation about?

This lawsuit was filed by Derell Pruitt (“Plaintiff”) on behalf of himself and other similarly situated African American laborers who sought work assignments from QLS between October 13, 2012 and [insert the preliminary approval date], but who, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC’s client companies by Quality Labor Services, LLC. QLS has denied all allegations of wrongdoing, and no Court has held that QLS violated the law. The Plaintiff and QLS have reached a Settlement regarding the litigation.

Part 2: The Settlement

What Does the Settlement Entail?

What is the “Settlement” and how was it agreed upon?

Plaintiff and QLS agreed to a Settlement of this litigation, in which QLS has agreed to compensate Plaintiff and other similarly situated African Americans for the allegations in Plaintiff’s complaint. QLS has denied all wrongdoing, and no court has held that QLS violated the law. The Court has granted preliminary approval of the settlement, and the Plaintiff and QLS (collectively, “the Parties”) are now seeking Court approval, which is required for the settlement to become effective. The settlement includes a procedure for eligible persons to receive their share of the Settlement Fund. There has been no determination by a court, administrative agency, or other tribunal as to the truth or validity of Plaintiff’s allegations against QLS in this Lawsuit.

Substantial amounts of time, energy, and other resources have been devoted by the Parties in prosecuting and in defending the Lawsuit. Unless there is a settlement, that Lawsuit will continue against QLS. In settlement negotiations, the Parties have taken into account the uncertainty of the outcome and the risk of further litigation. In light of these factors, the Parties believe that the settlement is the best way to resolve the Lawsuit while minimizing further expenditures.

The Parties and their attorneys believe that the settlement is fair, reasonable, and adequate, and in the best interests of all of the Settling Parties, including the Settlement Class.

What are the terms of the Settlement?

QLS has agreed to pay a total Settlement Amount of One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) to resolve any and all claims of race discrimination against the QLS arising out of African Americans' non-assignment from QLS's Gurnee office to one or more of QLS's client companies by QLS from October 13, 2012 through [insert the preliminary approval date]. Not released are any rights that cannot be waived by law, including a right to file a charge of discrimination with an administrative agency, such as the United States Equal Employment Opportunity Commission ("EEOC") and any right to participate in any agency investigation or proceeding. However, Class Members who do not opt out of this Settlement will be waiving any right to recover a monetary award in connection with such a charge or investigation related to the Released Claims for a charge filed by any other individual, by the EEOC, or by any other city, local, state, or federal agency.

Each Class Member shall be allocated a proportionate share of the Settlement Amount after the Settlement Amount has been reduced by: (1) \$500.00 to the Named Plaintiff for executing a full release of all claims as to QLS and for helping to litigate and settle this Lawsuit; (2) no more than one-third (33.3%) of the Settlement Amount, as approved of and ordered by the Court, as payment for Class Counsel's attorneys' fees and reasonable costs, and (3) the costs of administering the settlement up through final approval of the settlement. The Settlement Amount as reduced by the foregoing amounts is referred to as the "Net Class Settlement Fund."

What am I entitled to recover under the Settlement?

If the settlement is approved by the Court, every Settlement Class Member, including Plaintiff, who timely submits a valid claim form will receive a settlement payment. Each Class Member who files a valid, timely claim will receive a *pro rata* share of the Net Class Settlement Fund. The amount you receive will depend on how many Class Members file valid, timely claims.

The Parties agree that 50% of each Claimant's Settlement Payment will be considered wages and will be reported as such on an IRS Form W-2 and that the remaining 50% of each Claimant's Settlement Payment will be considered compensatory damages and will be reported as such on an IRS Form 1099 where mandated by the Internal Revenue Service. Appropriate withholding of federal, state, and local income taxes and the Claimants' share of Federal Insurance Contributions Act (FICA) taxes shall be deducted from the respective Settlement Payments and reported in the above referenced Form W-2. Other than the withholding and reporting requirements herein, Claimants shall be solely responsible for the reporting and payment of their share of any federal, state, and/or local income or other taxes on payments received pursuant to this settlement.

How do I participate?

How do I receive a Settlement Award?

To receive a part of the Class Settlement Fund, you must complete and sign the Claim Form without alteration or amendment and return it to the Claims Administrator on or before [Claims Deadline]. *If you do not timely complete and return a signed and fully completed Claim Form, you will not receive a monetary settlement award.*

Am I required to participate in the Settlement?

No, you may do nothing and you will remain a member of the class and bound by the settlement but you will not receive a check.

You also have the right to exclude yourself from the Lawsuit and “opt-out” of the settlement if you comply with the opt-out procedure stated below. If you exclude yourself, you will not receive money from this settlement.

What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in this case is to determine whether the proposed settlement of the Lawsuit is fair, reasonable, and adequate, and whether the proposed settlement should be finally approved by the Court and the Lawsuit dismissed. **Any Class Member who is satisfied with the proposed settlement does not have to appear at the Fairness Hearing.**

How can I opt-out of the Settlement?

To exclude yourself from the Settlement, you must submit the following written statement: “I request to be excluded from the settlement in *Pruitt, et al. v. Quality Labor Services, et al.*, Case No. 16-cv-09718” personally signed by you and include your full name, address, and telephone number and submit it to the Claims Administrator. **The Request for Exclusion must be filed no later than [Filing Deadline] to be effective. If you opt-out of the settlement you will not recover any money as part of this settlement.** You may, however, pursue other legal remedies apart from the settlement that may be available to you. Neither the Parties nor their attorneys make any representations to you regarding what, if any, legal remedies are available to you should you choose to opt-out. **YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT.**

How can I object to the Settlement?

Any person who has not validly and timely opted-out of the settlement but who objects to the proposed settlement may appear in person or through counsel at the Fairness Hearing and be heard as to why the settlement should not be approved as fair, reasonable, and adequate, or why a final judgment should or should not be entered dismissing the Lawsuit with prejudice. No attorneys’ fees will be paid by Defendant to an objector’s counsel for work related to an objection to this settlement. To object to the settlement, you must submit a written statement explaining the basis for your objection and you must include your full name, address, and telephone number and submit it to the Claims Administrator on or before **[Insert Objection Deadline-3 days before Fairness Hearing]**. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection, copies of papers, briefs, or other documents upon which the objection is based, a list of all persons who will be called to testify in support of your objection, and your signature, even if you are represented by counsel. Settlement Class Members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

If you file an objection and wish it to be considered, you must also appear at the “Fairness Hearing” on _____, 2022 at _____.m. **[insert courtroom information or teleconference number]**, at which time the presiding judge in this case (The Hon. Edmund E. Chang) will consider whether to grant final approval of this settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why you believe the settlement should not be approved.

When is the Court hearing to determine if the Settlement is fair?

The Fairness Hearing will be held before Judge Edmund E. Chang on _____, 2022 at _____.m. **[insert courtroom information or teleconference number]**. The Fairness Hearing may be adjourned from time to time as the Court may direct, without further notification. If you are a member of the Settlement

Class, you will be bound by the proposed Settlement if it is approved, unless you opt-out by making a timely Request for Exclusion as described above.

What rights am I giving up if I participate in the Settlement?

Class Members who do not opt out of the Settlement, will release and forever discharge Quality Labor Services, LLC and each of its current, former, and future affiliates, including, without limitation, parents, subsidiaries, and related entities, predecessors, successors, divisions, joint ventures and assigns, and each of these entities' past or present directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, agents, insurers, co-insurers, re-insurers, managers, shareholders, attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the "Released Parties"), from any and all claims of race discrimination arising out of the non-assignment from QLS's Gurnee, Illinois Office to one or more of its client companies from October 13, 2012 through **the date of Preliminary Approval**, known or unknown. This Waiver and Release explicitly does not waive any rights that cannot be waived by law, including your right to file a charge of discrimination with an administrative agency, such as the United States Equal Employment Opportunity Commission ("EEOC") and your right to participate in any agency investigation or proceeding. However, you are waiving any right to recover a monetary award from any of the Released Parties in connection with such a charge or investigation related to the Released Claims for a charge filed by any other individual, by the EEOC, or by any other city, local, state, or federal agency.

How are the lawyers for the Settlement Class Paid?

Subject to Court approval, Class Counsel will receive no more than One-Third of the Total Settlement Amount for all past and future attorneys' fees and reasonable costs incurred that will be incurred in this Lawsuit through final approval of the Settlement as set forth in the Stipulation of Settlement.

What if the court does not approve the settlement?

If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted, and there can be no assurance that the class will recover more than is provided for in the settlement agreement, or indeed, anything.

Can I review a copy of the Settlement Agreement or other papers that were filed with the Court?

Yes, for a detailed statement of the matters involved in the Lawsuit and the proposed settlement, you may review the pleadings and other papers filed in the Lawsuit, which may be inspected at the Office of the Clerk of the United States District Court, 219 S. Dearborn St., Chicago, Illinois, 60604, during regular business hours of each court day. In addition, you may also contact Class Counsel to review copies of the settlement papers filed with the Court.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT. DIRECT QUESTIONS ABOUT THE SETTLEMENT TO CLASS COUNSEL.

The Lawyers Representing the Class

The following law firms were appointed by the Court to represent the Class (called "Class Counsel"):

Miner, Barnhill & Galland, P.C.
Robert S. Libman and Benjamin J. Blustein

325 N. LaSalle Street, Suite 350
Chicago, IL 60654
312-751-1170

National Legal Advocacy Network

Christopher J. Williams
1 N. LaSalle Street, Suite 1275
Chicago, IL 60606
312-795-9120

Dated: _____

BY ORDER OF THE UNITED STATES
DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS, EASTERN
DIVISION

EXHIBIT D

PROPOSED ORDER GRANTING PRELIMINARY APPROVAL

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DERELL PRUITT on behalf of himself and other
similarly situated laborers,

Plaintiff,

v.

QUALITY LABOR SERVICES, LLC and HIGHLAND
BAKING COMPANY, INC.,

Defendants.

Case No. 16 C 9718

Judge Chang

Magistrate Judge Valdez

**ORDER PRELIMINARILY APPROVING CLASS ACTION SETTLEMENT WITH
DEFENDANT QUALITY LABOR SERVICES, LLC**

Derell Pruitt (“Named Plaintiff” or “Class Representative”) and Quality Labor Services, LLC (“QLS”) (collectively, the “Parties”), having reached a settlement in this matter on a class-wide basis, the Court having reviewed the Class Action Settlement Agreement, the record in this Litigation, and Plaintiff’s Unopposed Motion for Preliminary Approval of the Parties’ Class Action Settlement Agreement and for Approval of Class Certification, Form and Manner of Class Notice and Scheduling of a Hearing for Final Approval of Settlement,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court hereby preliminarily approves the Class Action Settlement Agreement (“Settlement Agreement”) as being fair, reasonable and adequate. The Settlement is the result of arm’s-length negotiations between experienced attorneys who are familiar with class action litigation in general and with the legal and factual issues of this case in particular.

2. The Court has jurisdiction over the subject matter of this lawsuit and the Parties, including the members of the Class, as defined below.

3. The Court finds that: (1) the Class is so numerous that joinder is impracticable; (2) questions of law and fact are common to the class; (3) the claims of the Class Representative are typical of the claims of the Class; (4) the Class Representative will fairly and adequately protect the interests of the Class; and that the proposed Class meets the predominance and superiority requirements of Federal Rule of Civil Procedure 23(b)(3).

4. The Court finds that the prerequisites to a class action under Rule 23 of the Federal Rules of Civil Procedure have been met. The case is hereby certified as a class action under Federal Rule of Civil Procedure 23(b)(3). The Court hereby preliminarily certifies the following class:

All African Americans who sought work assignments through Quality Labor Services, LLC at its Gurnee, Illinois Office at any time between October 13, 2012 and the date of Preliminary Approval, but who, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC's client companies by Quality Labor Services, LLC.

5. The claims being certified for settlement purposes are limited to any and all claims of race discrimination against QLS arising out of the Named Plaintiff's and/or Class Members' non-assignment from QLS's Gurnee Office to one or more of QLS's client companies from October 13, 2012 through the date of Preliminary Approval, known or unknown, that the Plaintiff and Class Members may have against any Released Party as that term is defined herein.

6. The Court appoints Plaintiff Derell Pruitt as Class Representative and attorneys Robert S. Libman and Benjamin J. Blustein of Miner, Barnhill & Galland, P.C. and Christopher J. Williams of the National Legal Advocacy Network as Class Counsel. The Court finds that the Class Representative and Class Counsel have provided adequate representation to the Class.

7. The Court appoints ATTICUS (1250 Northland Drive NE, Suite 240, Mendota Heights, MN 55120) as the Claims Administrator. The Claims Administrator shall comply with all of the duties and requirements set forth in the Settlement Agreement and applicable federal, state, and local law.

8. The Court approves, as to form and content, the proposed Claim and Release Form and Notice of Class Action Settlement attached to the Settlement Agreement as Exhibits A, B and C, respectively. The Court finds that the procedures for notifying the Class about the Settlement as described

in the Settlement Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process.

9. A Fairness Hearing for purposes of determining whether the Settlement Agreement should be finally approved, shall be held before this Court on _____, 2022 at _____.m. [insert courtroom information or teleconference number] and may be continued from time to time without further notice.

10. The Court reserves exclusive and continuing jurisdiction over this Litigation, the Class Representative, the Class, and QLS for the purposes of: (1) supervising the implementation, enforcement, construction, and interpretation of this Order and the Settlement Agreement upon the entry of a Final Order by this Court granting final approval of the Settlement Agreement and dismissing this Litigation with prejudice, or in the event of an appeal of such Final Order, the final resolution of the appeal upholding the Final Order; (2) hearing and determining any application by Class Counsel for an award of attorneys' fees and costs; (3) supervising the distribution of the Settlement Fund; and (4) resolving any disputes or issues that may arise in connection with this Litigation or the Settlement of this Litigation.

IT IS SO ORDERED.

Hon. Edmund E. Chang
United States District Judge
Northern District of Illinois

Dated this __ day of _____, 2022

EXHIBIT E

Information for Published Notice of Class Action Settlement

***Attention African Americans Who Sought Work at a staffing agency
known as QLS since October 13, 2012***

If you are African American and sought a work assignment at Quality Labor Services, LLC (“QLS”) through its Gurnee, Illinois office from October 13, 2012 through [INSERT DATE OF PRELIMINARY APPROVAL] and, on one or more occasions, were not assigned to work at one or more of Quality Labor Services, LLC’s client companies by Quality Labor Services, LLC, then you may be eligible to participate in a class action settlement in the matter of

Pruitt, et al. v. Quality Labor Services, LLC (“QLS”), et al., Case No. 16-cv-09718.

For more information on the settlement and whether you are eligible to participate in the settlement, call 1-xxx-xxx-xxxx, visit the Settlement website at www.QLS.Settlement.com or send inquiries by mail to:

**Robert S. Libman
Miner, Barnhill & Galland, P.C.
Attn: QLS Settlement
325 N. LaSalle Street, Suite 350
Chicago, IL 60654**