

EXHIBIT A

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

This Class and Collective Action Settlement Agreement (“Settlement Agreement”) is made and entered by and between JUDITH LUKAS (“Named Plaintiff”), on behalf of herself and each member of the Settlement Class (collectively, “Plaintiffs”), and Defendants ADVOCATE HEALTH CARE NETWORK and EHS HOME HEALTH CARE SERVICE, INC. (collectively “Advocate” or “Defendants”) (together with Named Plaintiff, the “Parties”).

I. RECITALS

1. On April 16, 2014, Named Plaintiff JUDITH LUKAS filed a class and collective action captioned *Lukas, et al. v. Advocate Health Care Network and Subsidiaries, et al.*, Case No. 14-cv-2740 in the United States District Court for the Northern District of Illinois (the “Lawsuit”). Plaintiff alleged that she and other registered nurses, physical therapists, and occupational therapists (collectively, “Clinicians”) were misclassified as exempt from the overtime requirements of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, and Illinois Minimum Wage Law (“IMWL”), 820 ILCS § 105, *et seq.* As a result, Plaintiff alleges Clinicians were deprived of overtime wages in violation of federal and state wage law. Plaintiff sought to represent herself and Clinicians as a collective action under the FLSA and a class action under Illinois state law and Federal Rule of Civil Procedure 23. On or about September 24, 2014, the Court granted Plaintiff’s motion for conditional certification under the FLSA. (D.E. 34). Thereafter, 43 individuals timely filed opt-in consent forms to join the FLSA collective action. The FLSA claims of seven of the individuals who timely filed opt-in consent forms were subsequently dismissed either voluntarily or because they failed to comply with their discovery obligations, leaving 36 Opt-In Plaintiffs currently in the FLSA collective action (“Pre-Settlement Opt-In Plaintiffs”). On August 19, 2015, the Court granted Plaintiff’s motion for class certification of Plaintiff’s IMWL claims pursuant to Federal Rule of Civil Procedure 23 and denied Defendants’ motion to decertify the FLSA collective action, thereby authorizing a statewide class of “[a]ll individuals employed by [Advocate] as Clinicians in their home health care division during the period April 16, 2011 to the date of judgment in this action...” (D.E. 101).

2. Defendants have denied and continue to deny any liability, wrongdoing, or violation of any law whatsoever associated with any of the facts or claims alleged in the Lawsuit, and make no concession or admission of wrongdoing or liability of any kind. Defendants maintain that all Clinicians were and always have been properly classified as exempt employees and that no overtime of any kind is owed to them. Nonetheless, Defendants agreed to settle the claims asserted in this Lawsuit on the terms and conditions set forth in this Settlement Agreement to avoid the burden and expense of litigation.

3. The Parties have conducted extensive discovery including: (a) the exchange of Rule 26(a) disclosures; (b) the exchange of written interrogatories, including interrogatories to each of the Pre-Settlement Opt-In Plaintiffs; (c) the exchange of tens of thousands of pages of written discovery, including voluminous production of emails and other electronically stored information (“ESI”) in the form of over 1.1 million lines of data to date from the Allscripts patient billing and recordkeeping software, with supplemental data to be produced in connection

with this Settlement Agreement; (d) the depositions of Named Plaintiff and 9 Pre-Settlement Opt-In Plaintiffs (the “Deposed Opt-In Plaintiffs”); (e) an analysis by Defendants’ expert; (f) the review of Defendants’ written policies and procedures; (g) the depositions of 7 members of Defendants’ upper-level management; and (h) the deposition of Defendants’ expert. All discovery was conducted in conjunction with a comprehensive investigation by counsel on the applicable law as applied to the facts discovered regarding the alleged claims and defenses.

4. On October 27, 2015, the Parties attended a mediation overseen by an experienced private mediator, the Honorable Bruce Meyerson (Ret.). As a result, the Parties were able to settle their claims. This settlement includes the Named Plaintiff, 36 Pre-Settlement Opt-In Plaintiffs, and a class of all individuals employed by Advocate as Full Time and Part Time A registered nurses, physical therapists and occupational therapists in Advocate’s home health care division who were paid on a fee basis from April 16, 2011 until February 1, 2016 (collectively “Class Members” or “Settlement Class”).

5. Plaintiff recognizes the expense, burden, and risk associated with litigating this action through trial and any possible appeals. In light of these considerations, Plaintiff has concluded that the Settlement Payments described in this Settlement Agreement are fair and reasonable.

6. Class Counsel analyzed and evaluated the merits of the Settlement Class’ claims, obtained and reviewed discovery relating to Advocate’s compensation policies and Plaintiffs’ job duties and responsibilities, and analyzed Allscripts productivity data. Based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Lawsuit, if not settled now, might not result in any recovery or might result in a recovery less favorable, Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate, and in the best interest of the Settlement Class in light of all known facts and circumstances. For purposes of this Settlement Agreement, Class Counsel also have determined that the Settlement Agreement procedures described herein are superior to all other available methods for the fair and efficient resolution of this controversy.

7. The Parties desire to fully and finally resolve any and all disputes regarding the Named Plaintiff and the Settlement Class without the expense of further litigation and to set forth their agreement and release of claims.

8. The Parties agree to cooperate and take all reasonable steps necessary and appropriate to obtain preliminary and final approval of the Settlement Agreement, to effectuate all aspects of the Settlement Agreement, and to dismiss this action with prejudice upon final approval.

II. DEFINITIONS

9. “Claim and Opt-In Deadline” means the date that is sixty (60) calendar days after the mailing date of the Notice of Settlement, and shall be the last date by which a Class Member must submit a Claim and Opt-In Form in the manner specified in Paragraph 40.

10. “Claim and Opt-In Form” means the form of claim and release by which a Class Member may submit a Claim to the Settlement Administrator. The Claim and Opt-In Form shall be mailed to the last known address of each Class Member by the Settlement Administrator. The Claim and Opt-In Form shall be substantially in the form of Exhibit A attached hereto.

11. “Class Counsel” refers to: James B. Zouras, Ryan F. Stephan, Teresa M. Becvar and Stephan Zouras, LLP, 205 N. Michigan Ave., Suite 2560, Chicago, IL 60601.

12. “Class Members” or “Settlement Class” refers to Named Plaintiff, Pre-Settlement Opt-In Plaintiffs, and the individuals who were employed by Advocate as Full Time and Part Time A registered nurses, physical therapists and occupational therapists in Advocate’s home health care division who were paid on a fee basis from April 16, 2011 until February 1, 2016.

13. “Court” means the United States District Court for the Northern District of Illinois, Eastern Division.

14. “Effective Date” means the first business day after the last day of the period for appeal of the Final Judgment, or if an appeal has been filed, the date on which the appeal is final. The Parties agree to waive all rights to appeal upon entry of Final Judgment. Notwithstanding the foregoing, where the Final Judgment entered by the Court grants full relief sought by the Parties in the absence of any objection, the Effective Date shall be the first business day after the date of the Final Judgment.

15. “Employer Payroll Taxes” means all taxes and withholdings an employer is required to make arising out of or based upon the payment of wages in this Lawsuit, including FICA, FUTA, and SUTA obligations.

16. “Final Approval Hearing” means the hearing contemplated by the Parties at which the Court will grant final approval of the settlement and make such other final rulings as are contemplated by this Settlement Agreement.

17. “Final Approval Order” means the Court’s order granting final approval of this Settlement Agreement on the terms provided herein or as those terms may be modified by subsequent written agreement of the Parties.

18. “Final Judgment” refers to the judgment entered by the Court in conjunction with the Final Approval Order dismissing with prejudice the Lawsuit in its entirety. The Parties shall submit an order of Final Judgment setting forth the terms of this Settlement Agreement, by incorporation or otherwise, for execution and entry by the Court at the time of the Final Approval Hearing or at such other time as the Court deems appropriate.

19. “Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions for: (1) all settlement administration fees, costs, and expenses, including but not limited to the Settlement Administrator’s fees and costs and costs of all notices; (2) Court-

approved attorneys' fees and costs for Class Counsel; and (3) the Service Payments to Named Plaintiff and Deposed Opt-In Plaintiffs as specified herein.

20. "Notice of Settlement" means the Notice of Proposed Settlement of Class and Collective Action Lawsuit to be directed to the Class Members, which is a combined Rule 23 opt-out class action and FLSA opt-in collective action. The Notice of Settlement shall be substantially in the form of Exhibit B attached hereto.

21. "Notice Addendum A" refers to the addendum to the Notice of Settlement to be directed to any and all Class Members employed by Advocate from August 25, 2015 through February 1, 2016, who did not receive the Notice of Class Action sent on October 9, 2015. Notice Addendum A shall be substantially in the form of Exhibit C attached hereto.

22. "Notice Addendum B" refers to the addendum to the Notice of Settlement to be directed to Class Members who opted out of the class following the Notice of Class Action and who will be given an opportunity to rejoin the Lawsuit now that a Settlement has been reached. Notice Addendum B shall be substantially in the form of Exhibit D attached hereto.

23. "Preliminary Approval Order" refers to the Court's order pursuant to Rule 23 of the Federal Rules of Civil Procedure preliminarily approving the terms and conditions of this Settlement Agreement or as those terms may be modified by subsequent mutual written agreement of the Parties.

24. "Pre-Settlement Opt-In Plaintiffs" refers to the 36 individuals who opted into the FLSA collective action before or during the opt-in period prior to this settlement. (*See* Exhibit E).

25. "Released Parties" means Defendants, Advocate Health System, Advocate At Home, and their former and present officers, directors, agents, employees, attorneys, representatives, insurers, benefit plans, plan fiduciaries and/or administrators, predecessors, successors, parents, subsidiaries, divisions, and affiliated entities.

26. "Remainder Amount" means any unclaimed funds that exist after the Claim and Opt-In Deadline has passed.

27. "Settlement Administrator" refers to Kurtzman Carson Consultants, the mutually agreed upon settlement administrator. The Settlement Administrator will not have discretion as to the terms of this Agreement. It shall be responsible for mailing the Notice of Settlement and Addenda; receiving and logging the Claim and Opt-In Forms, the Opt-Out Forms, and the Withdrawal of Opt-Out Forms; researching and updating addresses through skip-traces and similar means, where necessary; reporting on the status of the administration of the Settlement to the Parties; preparing a declaration regarding its due diligence in the settlement administration process; providing the Parties with all necessary data; setting up, administering and making payments from the settlement fund; distributing Settlement Payments and withholding therefrom the Class Members' share of payroll taxes and remitting such funds to the appropriate taxing authorities, along with any associated tax reporting, return and filing requirements; and

performing such additional duties as the Parties may mutually direct. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary. The administration costs will be paid from the Gross Settlement Amount, and shall include all costs reasonable and necessary to administer the Settlement Agreement. The actions of the Settlement Administrator shall be governed by the terms of this Settlement Agreement. If the Settlement Agreement is not given final approval by the Court and the Effective Date does not occur, the Plaintiffs and Defendants shall bear settlement administration fees and costs equally.

28. "Settlement Payment" means the gross payment that each Class Member who submits a valid and timely Claim and Opt-In Form shall be eligible to receive as set forth in Paragraph 62(c) below.

III. NO ADMISSION OF LIABILITY

29. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed as or deemed an admission of liability, culpability, negligence or wrongdoing on the part of any Party. All Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation based on disputed facts and allegations, and to avoid the costs and risks of further litigation to all Parties. This Settlement Agreement, and any communications, papers, or orders related to the Settlement Agreement or prior Confidential Memorandum of Understanding, are settlement documents and shall be inadmissible in evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret or enforce this Settlement Agreement.

IV. APPROVAL AND CLASS NOTICE

A. Settlement Approval Procedure

30. The Settlement Agreement requires the occurrence of the all of the following events: (a) execution of the Settlement Agreement by the Parties; (b) submission of the Settlement Agreement by the Parties to the Court for preliminary approval; (c) entry of the Preliminary Approval Order by the Court granting preliminary approval of the Settlement Agreement under Rule 23 of the Federal Rules of Civil Procedure and approval of the Settlement under FLSA Section 216(b); (d) Court approval of the method of distribution and the form and content of the Notice of Settlement and Addenda and Claim and Opt-In Form; and (e) filing by Class Counsel, on or before the date of the Final Approval Hearing, the Court-approved Settlement Administrator's declaration, in writing, that the Settlement Notice has been disseminated to the Class Members in accordance with the Court's order.

31. The Settlement Agreement will become final and effective only upon the occurrence of the following events: (a) the Court enters the Final Approval Order and Final Judgment; and (b) the Effective Date occurs.

32. If the Effective Date does not occur, the Court does not grant the Final Approval Order and Final Judgment, or this Settlement Agreement is otherwise nullified pursuant to its terms, this Settlement Agreement shall be null and void, and the agreements described above and

elsewhere in this Settlement Agreement shall be of no effect and inadmissible in this or any other action or proceeding.

B. Motion for Preliminary Approval

33. By March 8, 2016 and after execution of this Settlement Agreement, Plaintiffs shall file with the Court a Motion for Preliminary Approval of Settlement (“Preliminary Approval Motion”) to be prepared and agreed upon by the Parties.

34. No later than February 26, 2016, Defendants shall provide Class Counsel with a list, in Microsoft Excel format, of Class Members and their last known address according to Defendants’ business records (“Class List”). In addition, Defendants shall provide Class Counsel with supplemental Allscripts data for all work weeks for all Class Members from the date of last production until February 1, 2016 (“Supplemental Allscripts Data”), which Class Counsel will use to calculate estimated Settlement Payment amounts for each Class Member as set forth in Paragraph 62(c). As soon as reasonably practicable, but no later than March 8, 2016, Class Counsel will provide Defendants with their calculation of relevant work weeks for each Class Member and the estimated Settlement Payment amounts for each Class Member calculated as set forth in Paragraph 62(c).

35. In their Preliminary Approval Motion, the Parties shall request that the Court: (a) grant preliminary approval to the Settlement Agreement described herein; (b) approve the Settlement Notice and Addenda and Claim and Opt-In Form and the proposed plan of settlement administration described herein; and (c) schedule a tentative date for a Final Approval Hearing approximately 100 days after the date of preliminary approval.

C. Notice to Class Members

36. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in the administration of the Settlement Agreement.

37. Within fourteen (14) calendar days after the Court grants preliminary approval of the Settlement Agreement described herein, and in any event, only after Defendants have reviewed Class Counsel’s calculations of the estimated Settlement Payment amounts and verified that they conform with the calculation method set forth in Paragraph 62(c), Class Counsel shall provide the Settlement Administrator with the Class List and estimated Settlement Payment amounts for each Class Member calculated as set forth in Paragraph 62(c) below. In addition, the Parties will identify those Class Members who shall receive Addendum A to the Notice of Settlement and those Class Members who shall receive Addendum B to the Notice of Settlement.

38. Within seven (7) calendar days after receiving the above Class List and estimated Settlement Payment calculations for Class Members, or as soon thereafter as practicable, the Settlement Administrator shall send the Notice of Settlement (to include each individual Class Member’s estimated Settlement Payment), Claim and Opt-In Form, and Addenda (as set forth in Paragraphs 41 and 42 below), attached hereto as Exhibits A, B, C and D, to the Class Members,

via first class U.S. Mail, postage prepaid. Unless such a mailing is returned to the Settlement Administrator as undeliverable, each Notice of Settlement, Claim and Opt-In Form, and Addenda (as appropriate) shall be deemed mailed and received by the Class Member to whom it was sent, and the date of mailing shall control the calculation of the Claim and Opt-In Deadline. If any such mailing is returned as undeliverable with an indication of a more current address, the Settlement Administrator will mail the Notice of Settlement to the new address. If any such mailing is returned as undeliverable without any indication of a more current address, the Settlement Administrator will undertake reasonable efforts to identify a current address and, if one is so identified, will mail the Notice of Settlement to the new address. Additionally, within three (3) days of a request of the Settlement Administrator, Defendants will provide the Settlement Administrator with social security numbers to assist in locating Class Member addresses.

39. The Settlement Administrator shall keep accurate records of the dates on which it sends the Notice of Settlement and Addenda and Claim and Opt-In Form to Class Members, receives as undeliverable any such mailing, and the date on which it re-sends any such mailing to Class Members.

D. Settlement Payment Procedure

40. To receive a Settlement Payment, all Class Members, with the exception of the Named Plaintiff and Pre-Settlement Opt-In Plaintiffs, must materially complete and execute a Claim and Opt-In Form and submit it to the Settlement Administrator no later than the Claim and Opt-In Deadline. The date of submission of a Claim and Opt-In Form to the Settlement Administrator is deemed to be the earlier of: (a) the date the Claim and Opt-In Form is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; (b) the date the Claim and Opt-In Form is tendered to an overnight service for delivery, as indicated by a shipping envelope; or (c) the date of receipt of the Claim and Opt-In Form by the Settlement Administrator. In the event a Claim and Opt-In Form is timely but is not materially complete, the Settlement Administrator shall send one, but not more than one, deficiency notice to the Class Member, via U.S. Mail. The Class Member shall have fourteen (14) days following the date of mailing of the deficiency notice to cure the deficiency and resubmit the Claim and Opt-In Form. Defendants may, in their sole discretion, choose to honor any late but otherwise valid Claim and Opt-In Form returned by any Class Member within thirty (30) days after the Claim and Opt-In Deadline, in which case such Class Members will be deemed to have timely submitted the Claim and Opt-In Form for purposes of this Settlement Agreement. Absent Defendants' consent, however, any Class Member who fails to return the properly executed Claim and Opt-In Form by the Claim and Opt-In Deadline will not be eligible to receive any Settlement Payment.

E. Class Member Opt-Outs and Withdrawal of Opt-Out Forms

41. Those Class Members who did not previously receive the Notice of Class Action mailed on October 9, 2015 will receive a Notice of Settlement, a Claim and Opt-In Form, and an Opt-Out Form (Notice Addendum A). If any of these Class Members do not want to participate in the Settlement Agreement, they may opt out by following the instructions on the Notice of Settlement regarding completion of the Opt-Out Form. To be valid, the Opt-Out Form must be

filled out completely, signed, and mailed to the Settlement Administrator whose address is listed on the Notice of Settlement, by the date specified in the Notice of Settlement (60 calendar days after the initial mailing of the Notice of Settlement). Within three (3) business days after receiving an Opt-Out Form, the Settlement Administrator must notify counsel for the Parties *via* electronic mail of the name of the Class Member who submitted the Opt-Out Form. The Settlement Administrator shall retain the Opt-Out Forms and the envelopes showing the postmark of the Opt-Out Forms and permit inspection and copying of same by counsel for the Parties at their request. Opt-Out Forms shall be disregarded if they are not post-marked on or before the applicable deadline. Class Members who do not submit a timely and valid Opt-Out Form in the manner described herein shall be Class Members for purposes of this Settlement Agreement. It is the responsibility of the individual seeking to opt out to retain a copy of the Opt-Out Form and proof of timely mailing hereunder.

42. Class Members who previously opted out of the Lawsuit following the Notice of Class Action will receive a Notice of Settlement, a Claim and Opt-In Form, and a Withdrawal of Opt-Out Form (Notice Addendum B). These Class Members will be given an opportunity to rejoin the Lawsuit and may withdraw their previous Opt-Out and rejoin the Lawsuit by following the instructions on the Notice of Settlement regarding completion of the Withdrawal of Opt-Out Form. To be valid, the Withdrawal of Opt-Out Form must be filled out completely, signed, and mailed to the Settlement Administrator whose address is listed on the Notice of Settlement, by the date specified in the Notice of Settlement (60 calendar days after the initial mailing of the Notice of Settlement). If a Class Member who previously opted out of the Lawsuit timely submits a completed Claim and Opt-In Form, but not a Withdrawal of Opt-Out Form, the completed Claim and Opt-In Form will serve as the withdrawal of the previous opt-out and will indicate the Class Member's desire to rejoin the Lawsuit. Within three (3) business days after receiving a Withdrawal of Opt-Out Form, the Settlement Administrator must notify counsel for the Parties *via* electronic mail of the name of the Class Member who submitted the Withdrawal of Opt-Out Form. The Settlement Administrator shall retain the Withdrawal of Opt-Out Forms and the envelopes showing the postmark of the Withdrawal of Opt-Out Forms and permit inspection and copying of same by counsel for the Parties at their request. Withdrawal of Opt-Out Forms shall be disregarded if they are not post-marked on or before the applicable deadline. Defendants may, in their sole discretion, choose to honor any late but otherwise valid Withdrawal of Opt-Out Form returned by any Class Member within thirty (30) days after the Claim and Opt-In Deadline, in which case such Class Members will be deemed to have timely submitted the Withdrawal of Opt-Out Form for purposes of this Settlement Agreement. Absent Defendants' consent, however, Class Members who have opted out and who do not submit a timely and valid Withdrawal of Opt-Out Form in the manner described herein shall not be Class Members for purposes of this Settlement Agreement.

43. The Settlement Administrator shall serve copies of each Opt-Out Form and Withdrawal of Opt-Out Form on counsel for the Parties not later than three (3) days after receipt thereof. Class Counsel will promptly file with the Clerk of Court copies of any Opt-Out Forms and Withdrawal of Opt-Out Forms. The Settlement Administrator will retain the originals of all Opt-Out Forms and Withdrawal of Opt-Out Forms and originals of all envelopes accompanying them in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Settlement Agreement.

44. Any Class Member who does not timely and properly submit an Opt-Out Form shall be bound by this Settlement and the Release as set forth in Section VI.

45. Named Plaintiff shall not opt out of the Settlement, and her execution of this Settlement Agreement shall signal her agreement to all the terms of the Settlement.

46. No person shall have any claim against Defendants, Defendants' counsel, the Named Plaintiff, Class Counsel, or the Settlement Administrator based on any claim that an Opt-Out Form or Withdrawal of Opt-Out Form was not received in a timely manner.

47. At no time shall any of the Parties or their counsel: (a) discourage any Class Member from participating in the Settlement; or (b) encourage any Class Member to object to the Settlement Agreement or opt out of the Settlement Agreement.

48. If the sum of the Class Members who opted out of the Class pursuant to the Notice of Class Action mailed October 9, 2015 and the Class Members who opt out of the Settlement Class pursuant to Notice Addendum A exceeds ten percent (10%) of the total number of Class Members, Defendants may in their sole discretion rescind the Settlement, by giving written notice to Class Counsel within fourteen (14) days after the deadline to opt out.

F. Objections to Settlement

49. Members of the Settlement Class may object to the Settlement Agreement by following the instructions on the Notice of Settlement. To object to the Settlement Agreement or any terms of it, the person making the objection must be a Class Member, must not have opted out of the Settlement Agreement, must not have timely submitted a Claim and Opt-In Form, and must send to the Settlement Administrator and file with the Court a written statement of the grounds of objection, signed by the Class Member or his or her attorney, by the date specified in the Notice of Settlement (60 calendar days after the initial mailing of the Notice of Settlement). Any objection that does not meet the requirements of this paragraph shall not be considered by the Court, unless otherwise ordered by the Court. Class Members who fail to serve timely and proper written objections shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement Agreement. It is the responsibility of any Class Member who files an objection (an "Objector") to retain a copy of the objection and proof of timely mailing hereunder. If a Class Member submits both an objection and an opt-out request, the Settlement Administrator will attempt to contact the Class Member to determine whether the Class Member intended to object or opt-out. If the Class Member cannot be reached, it will be presumed that the Class Member intended to opt-out, the objection will not be considered, and the Class Member will not be part of the Settlement.

50. No later than five (5) calendar days after the Claim and Opt-In Deadline, the Settlement Administrator shall provide the Parties' counsel with a declaration that includes a complete list of all individuals who have timely opted out of the Settlement, all individuals who have withdrawn their previous opt-outs and seek to rejoin the Lawsuit, all Class Members who

have timely objected to the Settlement, and all Class Members who completed and timely submitted a Claim and Opt-In Form (the “Settlement Administrator’s Declaration”).

51. The Parties may file with the Court written responses to any filed objections no later than three (3) business days before the Final Approval Hearing.

52. A valid Objector also has the right to appear at the Final Approval Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits them. An Objector may withdraw his or her objections at any time. No Class Member may appear at the Final Approval Hearing unless he or she has submitted a timely objection that complies with all objection procedures. No Class Member may present an objection at the Final Approval Hearing based on a reason not stated in his or her written objections.

G. Motion for Final Approval of Settlement and Judgment

53. At least seven (7) calendar days prior to the Final Approval Hearing, the Parties shall file with the Court: (a) a joint motion for final approval of settlement; and (b) a copy of the Settlement Administrator’s Declaration.

54. At least seven (7) calendar days prior to the Final Approval Hearing, Class Counsel will file a motion seeking approval of the agreed-upon award of attorneys’ fees and costs relating to their representation of Named Plaintiff, the Pre-Settlement Opt-In Plaintiffs and the Class Members. Defendants will not oppose Class Counsel’s application so long as it is consistent with the provisions of this Settlement Agreement.

55. At the Final Approval Hearing, the Parties will request that the Court, among other things, enter a Final Approval Order and Final Judgment that:

a. states that there is a bona fide legal dispute between the Parties as to whether Class Members were correctly classified as exempt for overtime purposes and/or Class Members are owed any overtime compensation;

b. approves the Settlement Agreement as a final, fair, reasonable, adequate and binding release of all claims as set forth in Paragraphs 76 and 77 by all Class Members who have not timely opted out or who opted out but then timely submitted a Withdrawal of Opt-Out Form;

c. approves the Settlement Agreement as a final, fair, reasonable, adequate and binding General Release of all claims as set forth in Paragraph 75 by Named Plaintiff and the 36 Pre-Settlement Opt-In Plaintiffs (regardless of whether he or she previously opted out of the Rule 23 class);

d. provides that all Class Members who timely submitted a Claim and Opt-In Form irrevocably consent to join and opt into the FLSA collective action in this Lawsuit, and authorize Class Counsel to file with the Court their consents to join;

e. dismisses the Lawsuit with prejudice; and

f. retains jurisdiction only for the purpose of enforcing the deposit of the Gross Settlement Amount as set forth in Paragraph 60 and ensuring that all consents to join are filed with the Court.

56. Only counsel for the Parties and Class Members who have filed timely objections to the Settlement Agreement may participate in the Final Approval Hearing.

57. If the Court does not approve any material condition of this Settlement Agreement that effects a fundamental change to the terms of the settlement hereunder, the entire Settlement Agreement will be voidable and unenforceable.

58. In the event this Settlement Agreement does not become Final and the Notice of Settlement has already been sent to Class Members, the Settlement Administrator will provide notice to the Class Members that the Settlement Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Settlement Agreement, in a form jointly agreed upon by the Parties. Such notice shall be mailed by the Settlement Administrator via First Class U.S. Mail, postage prepaid, to the addresses used by the Settlement Administrator in mailing the Notice of Settlement. The costs of such mailing shall be split equally between Class Counsel and Defendants.

V. SETTLEMENT AMOUNT AND PAYMENT

59. Defendants agree to pay the Gross Settlement Amount of Four Million, Seven Hundred and Fifty Thousand Dollars (\$4,750,000.00), which shall fully resolve and satisfy any claims for attorneys' fees and costs approved by Court, any and all amounts to be paid to Class Members who submit valid and timely Claim and Opt-In Forms, any Court-approved Service Payments to Named Plaintiff and Deposed Opt-In Plaintiffs, Enhanced Settlement Payments to Pre-Settlement Opt-In Plaintiffs, all payroll taxes and all other applicable taxes (with the sole exception and exclusion of the employer's share of payroll taxes as described in Paragraph 71), all Settlement Administrator's fees and costs, and unclaimed payments allocated to the Advocate Charitable Foundation. Other than the employer's share of payroll taxes described in Paragraph 71, Defendants will not be required to pay more than the gross total of Four Million, Seven Hundred and Fifty Thousand Dollars (\$4,750,000.00) under the terms of this Settlement Agreement. If Named Plaintiff and/or Class Counsel try to impose additional payments, fees, or expenses on Defendants beyond the Gross Settlement Amount, Defendants shall have the right to rescind the Settlement Agreement.

60. By no later than fourteen (14) days after the Effective Date, Defendants shall deposit the Gross Settlement Amount of Four Million, Seven Hundred and Fifty Thousand Dollars (\$4,750,000) into an interest-bearing escrow account to be opened, administered, and

controlled by the Settlement Administrator. The account shall be opened and administered by the Settlement Administrator as a Qualified Settlement Fund (“QSF”) under Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, *et seq.* While held in the QSF, the funds in the QSF shall accrue interest at the then-current T-bill rate.

61. With respect to the QSF, the Settlement Administrator shall: (1) calculate, withhold, remit and report each Class Member’s share of applicable payroll taxes (including, without limitation, federal state and local income tax withholding, FICA, Medicare and any state or local employment taxes); (2) satisfy all federal, state and local and income and other tax reporting, return and filing requirements with respect to the QSF; and (3) satisfy out of the QSF all (i) taxes (including any estimated taxes, interest or penalties) with respect to the interest or other income earned by the QSF, and (ii) fees, expenses and costs incurred in connection with the opening and administration of the QSF and the performance of its duties and function as described in this Settlement Agreement. The aforementioned taxes, fees, costs and expenses shall be treated as and included in the costs of administering the QSF. The Parties will require the Settlement Administrator to indemnify and hold harmless the Parties for and against any claims or liabilities resulting from errors or omissions in its administration of the QSF.

62. The Settlement Administrator shall disburse the QSF as follows:

a. Settlement Amounts Payable as Attorneys’ Fees and Costs. Following preliminary approval of this Settlement Agreement, Class Counsel will submit a petition to the Court for their attorneys’ fees and costs of thirty percent (30%) of the Gross Settlement Amount, or One Million, Four Hundred, Twenty Five Thousand Dollars (\$1,425,000.00), plus reasonable out-of-pocket costs and expenses not to exceed Fifty Thousand Dollars (\$50,000.00). Any additional costs beyond this amount that may be incurred as a result of Settlement Administration shall be deducted from attorneys’ fees and shall not deplete the Net Settlement Fund. Attorneys’ fees and costs approved by the Court shall be paid within twenty-one (21) days of the Effective Date in the form of one check to Stephan Zouras, LLP. Class Counsel shall provide the Settlement Administrator with a completed and fully-executed IRS Form W-9. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 for their award of attorneys’ fees. Class Counsel is responsible for all federal, state, and local tax liabilities that may result from the payment of such attorneys’ fees, and Defendants shall bear no responsibility for such tax liabilities.

b. Service Payments to Named Plaintiff and Deposed Opt-In Plaintiffs. In return for services rendered to the Class Members and in addition to their Settlement Payments, the Parties agree that payments of Fifteen Thousand Dollars (\$15,000.00) shall be paid to Named Plaintiff and Two Thousand Dollars (\$2,000.00) shall be paid to each of the 9 Deposed Opt-In Plaintiffs for their efforts on behalf of the class, including sitting for depositions and assisting Class Counsel with the prosecution of the Lawsuit. These payments shall be paid within twenty-one (21) days of the Effective Date. These are gross amounts, subject to applicable tax withholdings and deductions. Named Plaintiff and Deposed Opt-In Plaintiffs acknowledge that the Settlement Administrator must report to the IRS (as well as state and local taxing authorities where applicable) the payments

made to them under this provision. The Settlement Administrator shall issue IRS Forms 1099 for the award of these Service Payments to Named Plaintiff and the Deposed Opt-In Plaintiffs. Named Plaintiff and Deposed Opt-In Plaintiffs shall be solely responsible for all other liabilities, assessments and penalties, if any, relating to tax payments regarding individual payments to them.

c. Settlement Payments to Class Members. The allocation to Class Members who submit timely and valid Claim and Opt-In Forms will be made from the Net Settlement Fund. The Net Settlement Fund, as defined above, is calculated as \$3,242,000.00. The proportionate share of the Net Settlement Fund for each Class Member who submits a timely and valid Claim and Opt-In Form will be determined by Class Counsel pursuant to the following formula:

- (1) Using the Allscripts data and Supplemental Allscripts Data produced by Defendants, Class Counsel will calculate (i) the number of work weeks between April 16, 2011 and February 1, 2016 during which each Class Member met his or her minimum full-time productivity expectation of at least 28 visits per week for registered nurses and 25 visits per week for physical therapists and occupational therapists according to visits recorded in Allscripts; and (ii) the number of work weeks between April 16, 2011 and February 1, 2016 during which each Class Member recorded more than forty (40) hours of work in Allscripts.
- (2) Class Counsel will determine which, if any, Class Members have no work weeks in the Allscripts data set where he or she met minimum productivity expectations or recorded more than forty (40) hours of work.
- (3) Class Counsel will calculate the total number of relevant work weeks for the settlement as the sum of the greater of the two work week calculations for each Class Member described above in Paragraph 62(c)(1) and one week for each Class Member identified above in Paragraph 62(c)(2).
- (4) Class Counsel will then determine each Class Member's proportionate share of the total relevant work weeks for the Settlement. Each Class Member's proportionate share of the total relevant work weeks, along with the Class Member's effective hourly rate, will then be applied to the Net Settlement Fund to calculate the estimated allocation to the Class Member if that Class Member submits a timely and valid Claim and Opt-In Form, inclusive of the Enhanced Settlement Payment to Pre-Settlement Opt-In Plaintiffs described in Paragraph 62(d) below. These are gross amounts, subject to applicable tax withholdings as discussed below.

d. Enhanced Settlement Payment to Pre-Settlement Opt-In Plaintiffs. Named Plaintiff and the Pre-Settlement Opt-In Plaintiffs shall receive Enhanced Settlement Payments calculated by adding an additional 50% of their proportionate share under the method set forth above in Paragraph 62(c). The Enhanced Settlement Payments will be

made from the Net Settlement Fund. In exchange for the payments and promises in this Agreement, Named Plaintiff and the Pre-Settlement Opt-In Plaintiffs agree to be subject to the General Release as described in Paragraph 75.

63. After the Claim and Opt-In Deadline has passed, fifty percent (50%) of the Remainder Amount, to the extent there is any, shall be redistributed to the participating Class Members who submitted a Claim and Opt-In Form, excluding the Named Plaintiff and Pre-Settlement Opt-In Plaintiffs. Class Counsel shall determine the redistributed amounts due to the participating Class Members. The redistributed amounts shall be proportional to each participating Class Members' relevant work weeks as calculated pursuant to Paragraph 62(c). The other fifty percent (50%) of the Remainder Amount shall create a *cy pres* trust for the benefit of the Advocate Charitable Foundation. The redistribution to the participating Class Members who submitted a Claim and Opt-In Form shall only occur if the cost of the redistribution does not exceed the amount to be redistributed. Otherwise, this amount will be included in the *cy pres* trust for the benefit of the Advocate Charitable Foundation.

64. The Settlement Administrator shall distribute settlement checks, to include any Enhanced Settlement Payment as set forth in Paragraph 62(d), within twenty-one (21) days after the Effective Date to the Class Members who submit a timely and valid Claim and Opt-In Form. Settlement checks shall remain valid and negotiable for 90 calendar days from the date of their issuance and if not cashed within that time period shall become null and void by their terms. Any funds remaining from uncashed distribution settlement checks shall be contributed to the *cy pres* trust for the benefit of the Advocate Charitable Foundation, consistent with applicable law.

65. The Notice of Settlement sent to Class Members shall advise each Class Member of the estimated amount of their Settlement Payment. The Settlement Administrator shall promptly advise the Parties of any challenge to the allocation by Class Member. Any disputes regarding payment allocations that can be resolved prior to finalizing the amounts distributable to Class Members will be resolved prior to finalizing the amounts distributable to Class Members. The Parties will meet and confer to determine the amount of such payment. Any additional payments resulting from disputes will reduce the other payments being made on a pro rata basis. The Released Parties will not be required to pay more than the Gross Settlement Amount.

66. The Settlement Payments are the sole payments to be made to the Class Members in consideration for the Released Claims, and the Class Members are not entitled to any additional compensation or benefits as a result of having received the Settlement Payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

67. Any amounts of attorneys' fees, costs, enhancements or Service Payments that are not approved by the Court shall be redistributed to the Class Members who have submitted a Claim and Opt-In Form in a manner that is proportional to each participating Class Members' relevant work weeks as calculated pursuant to Paragraph 62(c). This redistribution to the participating Class Members who submitted a Claim and Opt-In Form shall only occur if the cost

of the redistribution does not exceed the amount to be redistributed. Otherwise, this amount will be included in the *cy pres* trust for the benefit of the Advocate Charitable Foundation.

68. If the Effective Date does not occur, the Court does not grant the Final Approval Order and Final Judgment, or this Settlement Agreement is otherwise nullified pursuant to its terms, this Settlement Agreement shall be null and void, and Defendants shall have no obligations to provide the Settlement Amount.

69. For tax purposes, fifty percent (50%) of each individual payment to Class Members pursuant to Paragraph 62(c), including any redistribution of unclaimed funds pursuant to Paragraph 63, shall be treated as back wages and fifty percent (50%) of such payments shall be treated as interest and/or liquidated damages.

70. Payments treated as back wages pursuant to Paragraph 69 shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the IRS and any state taxing authority and the payee under the payee's name and social security number on an IRS Form W-2. Payments treated as interest and/or liquidated damages pursuant to Paragraph 69 and Service Payments to Named Plaintiff and the Deposed Opt-In Plaintiffs shall be made without withholding and shall be reported to the IRS and any state taxing authority and the payee under the payee's name and social security number on and IRS Form 1099.

71. Defendants shall be solely responsible for all liabilities relating to the employer portion of payroll tax liabilities. Defendants shall cooperate with the Settlement Administrator to timely arrive at an amount equal to the employer's share of the FICA tax and any federal and state unemployment tax due that are traditionally borne by employers, with respect to the amounts treated as wages pursuant to Paragraph 69 and shall promptly pay such amounts to the QSF. The Settlement Administrator shall be responsible for making, depositing or paying to the IRS or any state or local taxing authority all amounts owed for both the employer's share and employee's shares of all federal, state or local taxes, and withholdings with respect to all amounts payable to Class Members under the EIN of the QSF or the Defendants as required by applicable law.

72. Class Members shall be solely responsible for all other liabilities, assessments and penalties, if any, relating to tax payments regarding individual payments to them and will hold Defendants and the Released Parties harmless with respect to any tax liability.

73. The Settlement Administrator shall handle all tax reporting with respect to all of the payments made pursuant to this Settlement Agreement, and, regardless of any provision in this Settlement Agreement, shall report the payments in accordance with applicable law.

74. Class Counsel and counsel for Defendants do not intend this Settlement Agreement to constitute legal advice relating to the tax liability of any Class Member. To the extent this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

VI. RELEASE OF CLAIMS

75. Upon the entry of the Final Approval Order by the Court, the Named Plaintiff and each of the Pre-Settlement Opt-In Plaintiffs, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, remises, releases and forever discharges all claims, obligations, demands, actions, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted against the Released Parties, whether in common law, tort, contract, or for violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of the Released Parties committed or omitted prior to the date of Final Approval, including without limitation all claims for restitution and other equitable relief, liquidated damages, compensatory damages, punitive damages, overtime wages, penalties of any nature whatsoever, attorneys' fees and costs, whether known or unknown, including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, the Employee Retirement Income Security Act of 1974, as amended, the Americans with Disabilities Act, the Family and Medical Leave Act, the Rehabilitation Act of 1973 and the Vietnam Era Veterans Readjustment Adjustment Act of 1974, as amended, Fair Labor Standards Act, Illinois Minimum Wage Law, Illinois Wage Payment and Collection Act, and/or any other local, state or federal law, provided that nothing in this paragraph shall release or preclude any claims brought in the matter of *Stapleton, et. al. v. Advocate Health Care Network, et. al.*, Case No. 14-cv-1873, currently pending in the United States District Court for the Northern District of Illinois, any claims that cannot be waived or released as a matter of law, any claims to workers' compensation or unemployment benefits, or any right to file a charge with or participate in an investigation conducted by the United States Equal Employment Opportunity Commission, the National Labor Relations Board, or similar agency, but Named Plaintiff and Pre-Settlement Opt-In Plaintiffs agree to forfeit any monetary recovery or other relief should the EEOC, NLRB, or any other agency pursue claims on their behalf ("General Release"). Named Plaintiff and each of the Pre-Settlement Opt-In Plaintiffs enter into this General Release in consideration of the payments and promises set forth in this Agreement.

76. Upon the entry of the Final Approval Order by the Court, the Class Members who have not validly and timely opted-out, and the Class Members who submitted a timely and valid Withdrawal of Opt-Out Form, without regard to whether the Class Member timely submitted a Claim and Opt-In Form, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, remises, releases and forever discharges all claims, obligations, demands, actions, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted against the Released Parties, whether in common law, tort, contract, or for violation of any local, state or federal statute, rule or regulation arising out of, relating to, or in connection with the nonpayment or inaccurate payment by any Released Parties of overtime compensation through the date of Final Approval, including without limitation all claims for restitution and other equitable relief, liquidated damages, compensatory damages, punitive damages, overtime wages, penalties of any nature whatsoever, attorneys' fees and costs, whether known or unknown, including but not limited to claims under the Illinois Minimum Wage Law and the Illinois Wage Payment and Collection Act ("Released State Law Claims").

77. In addition, upon the entry of the Final Approval Order by the Court, the class members who timely submitted a Claim and Opt-In Form, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, remises, releases and forever discharges all claims, obligations, demands, actions, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted against the Released Parties under the Fair Labor Standards Act, arising out of, relating to, or in connection with the nonpayment or inaccurate payment by any Released Parties of overtime compensation through the date of Final Approval, including without limitation all claims for restitution and other equitable relief, liquidated damages, compensatory damages, punitive damages, overtime wages, penalties of any nature whatsoever, attorneys' fees and costs, whether known or unknown ("Released Federal Law Claims").

78. The Class Members who have not validly and timely opted-out and the Class Members who submitted a timely and valid Withdrawal of Opt-Out Form, without regard to whether they timely submitted a Claim and Opt-In Form understand and agree that the settlement of Plaintiffs' claims under the Illinois Minimum Wage Law offsets, and effectively moots, any damages attendant to (*i.e.*, that could be recovered pursuant to) claims under the Fair Labor Standards Act, regardless of whether individual class members elect to consent to pursue those claims in this action.

VII. INTERPRETATION AND ENFORCEMENT

79. Cooperation Between the Parties; Further Acts. The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court's approval of this Settlement Agreement and all of its terms. Each Party, upon the request of any other Party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Settlement Agreement.

80. Disputes Related to Settlement Agreement. Any disputes related to this Settlement Agreement that arise prior to the entry of Final Judgment shall be referred to this Court.

81. Waiver of Right to Appeal. Provided that the Final Approval Order and Final Judgment are consistent with the terms and conditions of this Settlement Agreement in all material respects, the Named Plaintiff, Class Members, Class Counsel, and Defendants all hereby waive any and all rights to appeal from the Final Approval Order and Final Judgment, including all rights to any post-judgment proceedings, such as a motion to vacate or set-aside judgment, a motion for a new trial, and any extraordinary writ, and the Final Approval Order and Final Judgment will become final and nonappealable at the time they are entered. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings.

82. No Assignment. The Parties and Class Counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to

assign, transfer or encumber to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Lawsuit, or any related action.

83. Entire Agreement. This Settlement Agreement and its exhibits constitute the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement (including settlement of the Lawsuit), and all prior or contemporaneous negotiations, agreements, understandings, representations, and statements, whether oral or written and whether by one of the Parties or such Parties' legal counsel, shall be deemed merged into this Settlement Agreement, including the terms of the Confidential Memorandum of Understanding executed by the Parties. No rights hereunder may be waived or modified except in a writing signed by all Parties and approved by the Court.

84. Binding Effect. This Settlement Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Lawsuit.

85. Arms' Length Transaction; Materiality of Terms. The Parties agree that the terms and conditions of this Settlement Agreement are the result of intensive, arms'-length negotiations between the Parties. All terms and conditions of this Settlement Agreement are material to this Settlement Agreement and have been relied upon by the Parties in entering into this Settlement Agreement, unless otherwise expressly stated.

86. Construction. The determination of the terms and conditions of this Settlement Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Settlement Agreement, and therefore the terms and conditions of this Settlement Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

87. Headings. Paragraph titles and headings are inserted as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

88. Governing Law. This Agreement shall in all respects be construed, enforced and governed by and under the laws of the State of Illinois, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

89. Modifications. This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by counsel for the Parties, and approved by the Court. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Settlement Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Settlement Agreement.

90. CAFA Notice. Within ten (10) calendar days following the filing of this Agreement with the Court, Defendants shall serve upon the Office of the Attorney General of the United States and the appropriate State official of each State in which any Class Member resides,

as determined by the Parties' records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. §1715 ("CAFA").

91. Notices. Unless otherwise specifically provided, all notices, demands or other communications in connection with this Settlement Agreement shall be: (1) in writing; (2) deemed given on the third business day after mailing; and (3) sent by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiff or Class Members:

James B. Zouras
Ryan F. Stephan
Stephan Zouras, LLP
205 N. Michigan, Suite 2560
Chicago, Illinois 60601

To Defendants:

Michael J. Gray
Efrat R. Schulman
Jones Day
77 West Wacker Drive
Chicago, Illinois 60601

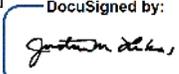
92. Non-Disclosure/Non-Disparagement. Named Plaintiff agrees that, prior to filing of the Motion for Preliminary Approval, she will not disclose to individuals other than immediate family, tax preparers and attorneys the terms of this Settlement Agreement, the prior Confidential Memorandum of Understanding, or the negotiations leading thereto except in court papers or if required by legal process. Named Plaintiff and Class Counsel agree they will not initiate any press release or initiate any contact with the media, nor shall they respond to inquiries from the media with respect to this Settlement Agreement. Class Counsel may update their law firm web site(s) by adding the Lawsuit case name, case number, the summary of claims alleged from the Court-approved notice, and may indicate that the case was "resolved" or "settled" without specifying the Gross Settlement Amount or any specific Settlement Payment amount on their law firm web site(s). Additionally, Named Plaintiff agrees to refrain from making any disparaging remarks to any third party concerning any of the other Parties. For purposes of this section, the term "disparaging" means any negative statement, whether written or oral, that is likely to be harmful to Defendants in any manner, or the personal or business reputation of Defendants, or its employees, officers or directors. Similarly, Defendants agree that Advocate at Home's CEO and VP of Human Resources agree not to make any statements that are disparaging or likely to be harmful to the personal or business reputation of Named Plaintiff, except this provision does not impact in any way communications with their Board, and internal and external attorneys, financial advisors, or tax advisors.

93. Counterparts. This Agreement may be executed in multiple counterparts with each constituting an original.

94. Signatories. This agreement is valid and binding if signed by Defendants, Named Plaintiff, Class Counsel and Defendants' Counsel. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

95. Facsimile and Scanned Signatures. Any signature made and transmitted by facsimile or other electronic format for the purpose of executing this Settlement Agreement shall be deemed an original signature for purposes of this Settlement Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or electronic format.

IN WITNESS WHEREOF, the undersigned duly executed this Settlement Agreement as of the date indicated below:

JUDITH LUKAS
DocuSigned by:

By: _____
99594D64D8E04E1...
Judith Lukas, Plaintiff

Date: 3/9/2016

CLASS COUNSEL

Dated: _____

James B. Zouras
Ryan F. Stephan
STEPHAN ZOURAS, LLP
205 N. Michigan, Suite 2560
Chicago, Illinois 60601
*on behalf of themselves and Pre-Settlement
Opt-In Plaintiffs Jon Aagesen, DeTonya
Armstrong, Rahmana Aziz, Sarah Baxter,
Leslie Brobst, Christie Brown-Motley, Keona
Brown-Goodsen, Marcy Browning, Elizabeth
Buddlemeyer, Catherine Bufalino, Trina
Chiuye, Myra DiMasi, Patrinia Dorbin, David
DuFern, Judy-Evans Epps, Kimberly Gara,
Elizabeth Haukedahl, Mildred Hunter, Denise
Kuhnle, Cierra Lee, Kimberly Lind, Amalia
Luczkiw, Laura Marshall, Deena Mendez,
Karlene Montgomery, Bonnie Ohlson,
Elizabeth Ostoja, Aneesha Powell, Jacquelyn*

ADVOCATE

By: _____

Name: _____

Title: _____

Date: _____

DEFENDANTS' COUNSEL

Dated: _____

Michael J. Gray
Efrat R. Schulman
JONES DAY
77 West Wacker Drive
Chicago, Illinois 60601

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94. Signatories. This agreement is valid and binding if signed by Defendants, Named Plaintiff, Class Counsel and Defendants' Counsel. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions.

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IN WITNESS WHEREOF, the undersigned duly executed this Settlement Agreement as of the date indicated below:

JUDITH LUKAS

ADVOCATE

By: _____
Judith Lukas, Plaintiff

By: Denise Keele

Date: _____

Name: Denise Keele

Title: President

Date: 3/11/16

CLASS COUNSEL

DocuSigned by:
Jim Zouras
C1BC78188D854CO...

Dated: 3/10/2016

DEFENDANTS' COUNSEL

[Signature]
Dated: 3/11/16

James B. Zouras
Ryan F. Stephan
STEPHAN ZOURAS, LLP
205 N. Michigan, Suite 2560
Chicago, Illinois 60601
on behalf of themselves and Pre-Settlement Opt-In Plaintiffs Jon Aagesen, DeTonya Armstrong, Rahmana Aziz, Sarah Baxter, Leslie Brobst, Christie Brown-Motley, Keona Brown-Goodsen, Marcy Browning, Elizabeth Buddlemeyer, Catherine Bufalino, Trina Chiuye, Myra DiMasi, Patrinia Dorbin, David DuFern, Judy-Evans Epps, Kimberly Gara, Elizabeth Haukedahl, Mildred Hunter, Denise Kuhnle, Cierra Lee, Kimberly Lind, Amalia Luczkiw, Laura Marshall, Deena Mendez, Karlene Montgomery, Bonnie Ohlson, Elizabeth Ostoja, Aneesha Powell, Jacquelyn

Michael J. Gray
Efrat R. Schulman
JONES DAY
77 West Wacker Drive
Chicago, Illinois 60601

*Siki, Keitta Smith, Jacqueline Smith-Lahori,
Lanisha Thadison, Alberto Trinidad, Janice
Wazorick, Lynn Whatley, Danuta Ziebinski*