

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

Eagle, et al. v. Vee Pak, Inc., et al., Case No. 12-cv-09672

IMPORTANT NOTICE

You are receiving this Claim and Release Form because you may be eligible to receive money due to Settlement of a class action case involving the alleged denial of job assignments to African American workers. If you are African American and sought work assignments through Staffing Network during the period of January 1, 2011 up through and including December 31, 2015 or through ASI during the period of January 1, 2011 up through and including January 16, 2018, or through MVP during the period of January 1, 2011 up through and including October 21, 2013, but on one or more occasion were not assigned to work at Vee Pak, you may be eligible to participate in a class action Settlement if you complete the Claim and Release Form below.

Questions? Please call 1-888-212-3832 or visit the Settlement Website: www.VPSettlement.com.

CLAIM AND RELEASE FORM

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

Please provide your Social Security Number or Tax Identification for any potential Settlement Payment:

Name/Address Change (if any):

____ - ____ - _____

(____) ____ - ____ Daytime Telephone Number

(____) ____ - ____ Evening Telephone Number

YOU MUST COMPLETE THIS CLAIM AND RELEASE FORM IN ORDER TO BE ELIGIBLE FOR MONETARY RECOVERY. INCOMPLETE OR UNTIMELY CLAIM AND RELEASE FORMS WILL BE REJECTED. YOU MUST SIGN AND MAIL THE CLAIM AND RELEASE FORM IN THE SELF ADDRESSED POSTAGE PRE-PAID ENVELOPE INCLUDED, OR MAIL IT TO THE ADDRESS BELOW NO LATER THAN FRIDAY, MARCH 22, 2024:

Vee Pak Class Claims Administrator
c/o Atticus Administration
PO Box 64053
St. Paul, MN 55164

Fax: 1-888-326-6411

Email: VPSettlement@atticusadmin.com

Settlement Website: www.VPSettlement.com

INSTRUCTIONS:

You must ***complete, sign and return*** this Claim and Release Form in order to be eligible for a monetary recovery. Your Claim and Release Form must be postmarked on or before Friday, March 22, 2024. If you move, it is your responsibility to update your contact information with the Claims Administrator at the address listed above. You may also file your Claim and Release Form online at: www.VPSettlement.com.

Returning this Claim and Release Form does not ensure that you will share in the Settlement proceeds. You will share in the proceeds only if (1) the Court approves the Settlement and (2) you meet requirements for recovery set forth in the three Settlement Agreements, which are 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 from Staffing Network, ASI or MVP’s offices that made assignments to Vee Pak. In order to recover a Settlement Payment, you must respond to the following questions under oath. **Do not complete this Claim and Release 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 las oficinas de Staffing Network, ASI o MVP que hizo asignaciones a Vee Pak. 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. Did you seek work from a staffing agency known as Staffing Network (at its Cicero Office, Chicago South Office or Burbank Office) from January 1, 2011 through December 31, 2015, or from a staffing agency known as ASI (at its Cicero Office) from January 1, 2011 through January 16, 2018, or from a staffing agency known as MVP (at its Cicero Office) from January 1, 2011 through October 21, 2013?

Yes No *[Answer “yes” if you sought work from at least one of these staffing agency offices.]*

PART II: WAIVER AND RELEASE

I, the undersigned, hereby irrevocably and unconditionally waive, release, and forever discharge Vee Pak, Inc., Vee Pak, LLC d/b/a Voyant Beauty and Staffing Network Holdings, LLC and each of their 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 owners, shareholders, advisors, directors, officers, employees, partners, members, employee benefit plans (and their agents, administrators, fiduciaries, insurers and reinsurers), principals, insurers, co-insurers, re-insurers, managers, , attorneys, and personal or legal representatives, in their individual and representative capacities (collectively referred to as the “Releasees”) from any and all race discrimination claims against the Releasees and that arise out of the same transactions or occurrences alleged in Plaintiffs’ Sixth Amended Complaint (“Released Claims) in the matter entitled *Eagle, et al. v. Vee Pak, Inc., et al.*, (Case No. 12-cv-09672 (N.D. Ill. 2012)). I acknowledge and agree that the scope of release for the Releasees shall be the same as permitted under the doctrine of *res judicata* had a judgment been entered in Vee Pak, Inc., Vee Pak, LLC d/b/a Voyant Beauty and Staffing Network Holdings, LLC’s favor. I also acknowledge and agree that explicitly not released and excluded from this settlement are any claims related to any conduct or omissions occurring after January 1, 2019 and that 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 Releasees in connection with such a charge or investigation related to the Released Claims for a charge filed by me or 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: _____

Claimant ID: _____

Located on your mailed Notice