

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROSELYNN KÉROLLÉ, on behalf of herself and
all others similarly situated,

Plaintiffs,

v.

PRINCETON INFORMATION, LTD.,

Defendant.

Case No.: 1:17-cv-01139

**JOINT STIPULATION OF CLASS AND COLLECTIVE ACTION
SETTLEMENT AND RELEASE**

Subject to its terms and conditions and the approval of the Court, this Joint Stipulation of Class and Collective Action Settlement and Release (the “Stipulation”) reflecting the terms of the parties’ class-wide settlement (the “Settlement”) is made and entered into by and among the Plaintiff Roselynn Kérollé, individually and on behalf of the putative class and collective action members, and Defendant Princeton Information, Ltd. (“PI” or “Defendant”). Plaintiff and Defendant are collectively referred to in this Stipulation as the “Parties,” and each of them as a “Party.”

I. TERMS OF STIPULATION AND AGREEMENT OF SETTLEMENT

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among Plaintiff (for herself and the Participating Class Members, as defined below) and Defendant with the assistance of their respective counsel, that, as among the Settling Parties, including all Settlement Class Members, the Action, the Plaintiff’s Released Claims, the Participating Class Members’ Released Claims, the Claimants’ Released Claims, and Class Counsel’s Released Fees/Costs Claims (all of which are defined below) shall be finally and fully compromised,

settled, and released, and the Action shall be dismissed with prejudice, as to all Settling Parties and Participating Class Members, upon and subject to the terms and conditions of this Stipulation and the Judgment (defined below).

II. DEFINITIONS

In addition to terms defined elsewhere in the Stipulation, as used in this Stipulation the following terms have the meanings indicated below:

1. “Action” means the civil action titled “*Roselynn Kérollé v. Princeton Information, Ltd.*,” now pending in the United States District Court for the Southern District of New York (Case No. 1:17-cv-01139).
2. “CAFA Notice” means a notice of proposed settlement pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, substantially in the form attached to this Stipulation as Exhibit C.
3. “Claimants” means Plaintiff and all Class Members who submit a timely and valid Claim Form pursuant to this Stipulation.
4. “Claim Form” means the form by which Class Members may claim their Settlement Shares and consent to join this Action, substantially in the form attached to this Stipulation as Attachment A to Exhibit B.
5. “Claims Administrator” or “Settlement Administrator” means the third-party claims administration firm selected by the Parties and approved by the Court. The Parties have agreed to propose Dahl Administration as the Claims Administrator for this Court’s consideration and approval.
6. “Class Counsel” means Peter Rukin and Jessica Riggan of Rukin Hyland LLP.

7. “Class Member” is an individual who is or was employed by Defendant Princeton Information Ltd. (“PI”); is or was paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and is or was assigned to provide services to any client of PI for at least one or more days from October 30, 2014 through September 30, 2017 in any state or was employed by PI for at least one or more days from February 14, 2011 through September 30, 2017 in New York.
8. “Class Notice” means the Notice of Proposed Class and Collective Action Settlement to be sent to Class Members after the Court grants preliminary approval of the Settlement, substantially in the form attached to this Stipulation as Exhibit B.
9. “Class Period” means the period of time beginning on February 14, 2011 for Class Members who have been employed in New York (“New York Class Members”), and beginning on October 30, 2014 for Class Members who have been employed in any other state besides New York, and ending on September 30, 2017 (“FLSA Class Members”).
10. “Class Representative” or “Plaintiff” means Roselynn Kérollé, who is the named Plaintiff in this Action.
11. “Court” means the United States District Court for the Southern District of New York.
12. “Days” or “days” refer to calendar days below unless specifically indicated as business days.
13. “Defendant” means PI.

- 14.** “Defendant’s Counsel” means Sam S. Shaulson and Michael J. Puma of Morgan, Lewis & Bockius LLP.
- 15.** “Effective Date” means the last of the following dates, as applicable:

 - a. If no Class Member files a valid and timely written objection to the Settlement, then the date the Court enters the Final Approval Order of the Settlement dismissing the Action with prejudice;
 - b. If a Class Member files a valid and timely written objection to the Settlement, then the day after the applicable date for seeking appellate review of the District Court’s final approval of the Settlement has passed, assuming no appeal or request for review is filed within thirty (30) days of the Final Approval Order as defined below; and if an appeal is filed, then the day after the final resolution of that appeal (including any requests for rehearing and/or petitions for writ of certiorari) resulting in the final judicial approval of the Settlement.
- 16.** “Final Approval Order” means the Court’s order granting final approval of the Settlement, which will constitute a “judgment” within the meaning of Rule 58(a) of the Federal Rules of Civil Procedure, substantially in the form attached to this Stipulation as Exhibit D (the “Judgment”).
- 17.** “Notice Materials” means the Class Notice, the Claim Form, , as well as a reminder postcard, substantially in the form attached to this Stipulation as Exhibit B.
- 18.** “Opt-in Plaintiff” means Adam Goodman.

19. “Participating Class Member” means a Class Member who was employed by PI in New York and who has not completed and timely submitted a written request for exclusion from the Settlement.
20. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement, substantially in the form attached to this Stipulation as Exhibit A.
21. “Qualified Settlement Fund” or “QSF” means the qualified settlement fund set up by the Settlement Administrator into which the Settlement Payment will be deposited after the Effective Date of the Settlement.
22. “Released Parties” means Defendant and all of its past, present and future parents, subsidiaries, affiliates, sister companies, successors, assigns, and predecessors, and each of its directors, officers, employees, insurers, lawyers, heirs, administrators, executors and/or agents, and each of Defendant’s clients to whom Class Members were assigned to provide services, including but not limited to Citigroup, Inc. and Citigroup Technology, Inc., as well as all such clients’ past, present and future parents, subsidiaries, affiliates, sister companies, successors, assigns and predecessors, and any of their directors, officers, employees, insurers, lawyers, heirs, administrators, executors and/or agents.
23. “Reserve Fund” means a fund in the amount of Ten Thousand Dollars and No Cents (\$10,000.00) that the Claims Administrator shall establish from the Settlement Payment (defined below) and from which the Claims Administrator shall make payments to Class Members who file late claims, who dispute Settlement Shares (defined below), to individuals who were not identified as

Class Members but have a good faith claim for participation – as determined by the Claims Administrator, after consultation with the Parties – or for any other reasonable purpose necessary to effectuate the Settlement.

- 24.** “Settlement Payment” means up to and no more than Eight-Hundred and Twenty-Five Thousand Dollars and No Cents (\$825,000.00), which is the maximum amount to be paid by Defendant to fund the QSF if all Class Members submit valid and timely Claim Forms to receive their Settlement Share. The Settlement Payment will be the sole source and maximum payment by Defendant or the Released Parties under this Settlement and shall include: (1) all Settlement Shares (defined below) for those Class Members who submit valid and timely Claim Forms and for the minimum payments established below for Participating Class Members; (2) the Named Plaintiff’s service award, subject to Court approval; (3) all Class Counsel Attorneys’ Fees and Costs approved by the Court; (4) Defendant’s share of payroll taxes for Settlement Shares (defined below) attributable to reporting under a Form W-2 as wages; (5) the Reserve Fund; and (6) the costs of claims administration. Under no circumstances shall Defendant pay or be required to pay any amount in connection with this Settlement above and beyond the Settlement Payment. However, the Settlement Payment will be no less than Six-Hundred Thousand Dollars (\$600,000), inclusive of: (1) all Settlement Shares (defined below) for those Class Members who submit valid and timely Claim Forms and for Participating Class Members; (2) the Named Plaintiff’s service award, subject to Court approval; (3) all Class Counsel

Attorneys' Fees and Costs approved by the Court; (4) Defendant's share of payroll taxes; (5) the Reserve Fund; and (5) the costs of claims administration.

- 25.** "Settlement Share" means each Class Member's potential share of the Net QSF (defined below), as calculated by the Claims Administrator based on PI's records of Class Members' weeks worked during the Class Period, pay rate, and reported hours worked to calculate alleged overtime liability, subject to a minimum payment set forth below for Participating Class Members.
- 26.** "Settling Parties" or "Parties" means Defendant and the Class Representative on behalf of themselves, Claimants, and all Participating Class Members.

III. RECITALS

- 1.** On February 14, 2017, Plaintiff Roselynn Kérollé commenced the Action by filing a Complaint on behalf of herself and all other individuals allegedly similarly situated to her with respect to the claims asserted.
- 2.** In the Action, Plaintiff alleged that PI failed to provide her and other "CRM Business Analysts" employed by PI with overtime wages to which they were entitled, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.*, and/or the New York Labor Law. Plaintiff also alleged that she and other allegedly similarly situated individuals were entitled to unpaid straight time wages under N.Y. Lab. Law § 191 and that PI failed to provide accurate wage statements under N.Y. Lab. Law § 195.
- 3.** PI responded to the Complaint on April 27, 2014 with its Answer and Defenses and denied all material allegations in the Complaint.

4. On June 6, 2017, the parties participated in a Court-ordered mediation. Prior to the mediation, the parties exchanged information and documents concerning the allegations in the Complaint.
5. On July 5, 2017, Adam Goodman consented to join the Action as an Opt-in Plaintiff.
6. On July 28, 2017, Plaintiff filed an Amended Complaint which brought the same claims raised in the initial Complaint, but expanded the putative class and collective action to include all PI employees during the applicable time period who have been compensated pursuant to a plan that does not pay them separate hourly wages for the 9th or 10th hours worked in a day and straight time wages for all hours over 10 per day.
7. PI responded to the Amended Complaint on August 11, 2017 with its Answer and Defenses and denied all material allegations in the Amended Complaint.
8. On or about August 4, 2017, the Court held an initial case management conference. The parties then commenced discovery and exchanged written discovery requests, responses to those discovery requests, as well as document productions. On September 20, 2017, PI took Plaintiff's deposition.
9. On September 1, 2017, Plaintiff filed her motion to facilitate collective action notice. PI filed its opposition to Plaintiff's motion on September 25, 2017.
10. Concurrent to the parties' briefing on Plaintiff's motion to facilitate collective action notice, the parties commenced discussions to resolve the Action and agreed to engage in private mediation and retained the Honorable Theodore Katz to be their mediator.

- 11.** Prior to the mediation, PI provided Plaintiff with data on work hours reported and pay rates for the putative class and collective, as well as PI's estimate of the maximum potential exposure from Plaintiff's claims in the Amended Complaint.
- 12.** The parties met in person for a mediation session on October 30, 2017. After several hours of arms-length negotiations with the assistance of Judge Katz as the mediator, the Parties reached an agreement in principal to settle the Action.
- 13.** Based on the discovery (both formal and informal) conducted in this case, information exchanged confidentially for purposes of settlement negotiations, and their own independent investigation and evaluation, Class Counsel are of the opinion that the Settlement is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendant as to both class and final collective action certification and the merits of the claims, and potential appellate issues.
- 14.** It is the mutual desire of the Parties to fully and finally settle, compromise, and discharge all disputes and claims raised in or related in any way to the Action as more fully set forth below. In order to achieve a full and complete release of the Released Parties, the Participating Class Members, including the Class Representative (who agrees not to seek to opt-out of the Settlement) and Claimants, acknowledge that this Settlement is intended to include and resolve all the claims that were at any time during the litigation asserted or could have been asserted based on facts alleged in the Action as more fully set forth below.

15. This Settlement represents a compromise of highly disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant or any of the Released Parties that Plaintiff's claims in the Action have merit or that they have any liability to Plaintiff or any Class Members on those claims or any other claim or that certification is appropriate if a class action were certified or decertification of the conditionally certified action would be inappropriate. Nothing in this Action shall be construed as an admission by Plaintiff that Defendant's defenses in this Action have merit.

IV. DUTIES OF THE PARTIES TO SEEK PROMPT COURT APPROVAL

Promptly upon execution of this Settlement, Plaintiff will move the Court for entry of the Preliminary Approval Order by December 18, 2017. Plaintiff will provide a draft of that motion to Defendant's Counsel for review/comment and revisions at least seven (7) days before the filing deadline.

V. CERTIFICATION OF THE CLASS FOR PURPOSES OF SETTLEMENT ONLY

1. For purposes of the Settlement only, the Parties stipulate that the Court may certify the Class as an opt-out class action under Rule 23(b)(3) of the Federal Rules of Civil Procedure (the "Class Stipulation"). More specifically, the Parties agree as part of the Class Stipulation that, for settlement purposes only, the requirements of Federal Rule 23(b)(3) are satisfied, with the exception of the manageability requirement of Federal Rule 23(b)(3) that the Court need not address for purposes of settlement.

2. For purposes of settlement only, the Parties also stipulate that all Claimants are similarly situated within the meaning of section 16(b) of the FLSA, 29 U.S.C. § 216(b) (the “FLSA Stipulation”).
3. The Class Stipulation and FLSA Stipulation are made solely for purposes of the Settlement. The Class Stipulation and FLSA Stipulation are in no way an admission that class or collective certification is proper under the more stringent litigation certification standard that requires a showing of, *inter alia*, manageability, that certification requirements would be established by further discovery, or that decertification of the class or collective action would not be warranted after additional discovery.
4. The existence and terms of this Settlement, the Class Stipulation, and the FLSA Stipulation shall not be admissible in this or any other action or proceeding for any purpose other than to enforce the terms of the releases herein, including as evidence that (i) the proposed Class or any other class should be certified or not decertified; (ii) this Action or any other action should be certified as a class or collective action or not decertified; or (iii) Defendant or the Released Parties are liable to Plaintiff, the proposed Class, or any other putative class or collective action class members.
5. If, for any reason, the Court grants final approval of the Settlement with material modification, or if the Court’s final approval of the Settlement is reversed or materially modified on appellate review, then all terms of this Settlement (other than the confidentiality requirements set forth below), the Class Stipulation, and the FLSA Stipulation will automatically become null and void; the terms and fact of

this Settlement (and of any act performed or document executed pursuant to or in furtherance of the Settlement), the fact that the Parties had made the Class Stipulation and the FLSA Stipulation, or that the Court granted certification of the Class, certification of the collective action, or otherwise accepted either Stipulation, will be inadmissible evidence in any subsequent proceeding in the Action or elsewhere. Plaintiff's Service Award or Class Counsel's Attorneys' Fees and Costs Payment in an amount less than that sought by Plaintiff or Class Counsel will not constitute a failure to grant final approval of the Settlement or a material modification of the Settlement for purposes of any provision of this Stipulation.

VI. APPOINTMENT AND DUTIES OF SETTLEMENT ADMINISTRATOR

1. Subject to the approval of the Court, the Parties have agreed to the appointment of a Settlement Administrator to perform the following duties in connection with administration of the Settlement: (i) using the data and information provided by Defendant to prepare the Claim Forms; (ii) obtaining forwarding addresses for Class Members using appropriate methods described below; (iii) mailing the Notice Materials to Class Members; (iv) tracking non-delivered Class Materials and taking reasonable steps to re-send them to Class Members' current addresses; (v) tracking and timely reporting to Class Counsel and Defendant's Counsel returned Claim Forms and written requests for exclusion from the Settlement; (vi) preparing and mailing a reminder postcard to all Class Members who have not submitted a Claim Form; (vii) calculating the amounts due to each Claimant pursuant to the Settlement; (viii) resolving disputes (if any) by Class Members

regarding the amounts due to each Claimant or other matters, and notifying Class Counsel and Defendant's Counsel of such disputes and their resolution;

(ix) establishing the QSF; (x) disbursing all amounts payable from the QSF and handling all tax reporting; (xi) disbursing Class Counsel's approved Attorneys' Fees and Costs Payment; (xii) notifying Class Counsel and Defendant's Counsel of any Claimants who have not cashed their Settlement Share checks by the deadline set forth below; (xiii) monitoring the responses to the Class Notice (including tracking Class participation by number of Class Members) and maintaining a toll-free number for Class Members, and (xiv) other duties as determined jointly by the Parties.

2. Defendant will provide the Settlement Administrator with data necessary to perform the Settlement Administrator's duties.
3. All disputes relating to the Settlement Administrator's performance of its duties, after good faith efforts by the Parties to first resolve such disputes, will be referred to the Court, if necessary, which will have continuing jurisdiction over this Settlement until all payments and obligations contemplated by this Settlement have been fully carried out and thereafter to enforce the releases contained herein.

VII. CAFA NOTICE

Pursuant to CAFA, within ten (10) days after Plaintiff files the motion for preliminary approval of the Settlement, Defendant will mail the CAFA Notice to the Attorney General of the United States, the Attorney General of the State of New York, and the Attorney General of each other state where Class Members reside according to Defendant's records. The Parties intend and believe that the CAFA Notice pursuant to the procedures described in this section comply

with the requirements of CAFA; will seek approval of these procedures for CAFA Notice in Plaintiff's motion for preliminary approval of the Settlement; and will request the Court to adjudicate the validity of the CAFA Notice in the motion for final approval of the Settlement and bar any Class Member's claim to void or avoid the Settlement under CAFA.

VIII. NOTICE TO THE CLASS OF THE SETTLEMENT AND CLAIMS PROCESS

1. Mailing the Notice Materials to the Class
 - a. Within fifteen (15) days after the Court enters its Preliminary Approval Order, and provided only that the Settlement Administrator first executes a confidentiality agreement satisfactory to Defendant, Defendant will provide to the Settlement Administrator a list of each Class Member's identification number, social security number, name, last known address, phone number, and the data to be used to calculate the Settlement Shares. All information and data provided to the Settlement Administrator will remain confidential and will not be used or disclosed to anyone, except as required to applicable tax authorities, pursuant to Defendant's express written consent, or by order of the Court.
 - b. Within fifteen (15) days after Defendant's Counsel provides to the Settlement Administrator the data set forth above, the Settlement Administrator will mail, by first-class mail, the Notice Materials, including a return envelope with pre-paid postage affixed to the envelope, to all Class Members at their last known address, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. Within thirty (30) days after the Settlement Administrator mails the Notice Materials to all Class Members, the Settlement Administrator will mail a reminder postcard (attached as Attachment B to Exhibit B) to all Class Members who have not returned a Claim Form to join the settlement.
- d. The Settlement Administrator will use standard devices, including the National Change of Address database or equivalent, to obtain forwarding addresses prior to mailing and will use appropriate skip tracing to take appropriate steps to increase the probability that the Notice Materials will be received by all Class Members.

2. Notice and Claim Form

- a. The Notice and Claim Form mailed to the Class Members will disclose the total Settlement Amount, the minimum net amount the Class Member will receive if he or she chooses to participate in the Settlement, and inform each Class Member that he or she may be entitled to a share of the Net QSF. The parties' proposed Notice and Claim Form (Attachment A to Exhibit B) shall be utilized, subject to Court approval.
- b. Each Class Member will have forty-five (45) days after the date on which the Settlement Administrator mails the Notice Materials to complete and submit to the Settlement Administrator a completed and executed Claim Form. A completed Claim Form will be deemed timely submitted to the Settlement Administrator if it is (i) mailed to the Settlement Administrator by first-class mail and postmarked by not later than the deadline for submission stated above; or (ii) it is delivered to and received by the

Settlement Administrator by the deadline for submission stated above, whether by mail, email, facsimile transmission, professional delivery, or personal delivery. With Defendant's approval, the Settlement Administrator shall honor claims that were received prior to Final Approval of the Settlement, but after the deadline to submit a claim has elapsed ("Late Claims"), if doing so will not interfere with the timely payment of claims to other Class Members. If Late Claims are honored by the Claims Administrator such that payments to Class Members filing them are made as a result, such claims shall be deemed timely and valid for purposes of this Settlement Agreement.

- c. If a Notice and Claim Form are returned as undeliverable because of an incorrect address, with a forwarding address affixed thereto, the Settlement Administrator shall re-mail within two business days the foregoing to that Class Member. If a Notice and Claim Form are returned as undeliverable for any other reason, the Settlement Administrator shall immediately perform a skip trace search for a more current address for the Class Member and re-mail the foregoing to that updated address. The Settlement Administrator shall note for its own records the date of each such re-mailing and shall, upon request, provide Class Counsel and Defendant's counsel the date of each such re mailing.
- d. Class Members who are issued a second Notice because of an undeliverable address will be granted fifteen (15) days from the re-

issuance of the Notice to respond, or until the end of the Claims Period, whichever is later.

- e. In the event that a Claim Form is submitted timely but is deficient in one or more respects, the Settlement Administrator will return the Claim Form to the Class Member within seven (7) business days of receipt with a notice explaining the deficiencies and stating that the Class Member will have seven (7) business days from the date of the deficiency notice to correct the deficiency and resubmit the Claim Form. Any resubmitted Claim Form must be either timely submitted within the Claims Period pursuant to paragraph VII(2)(b) above, or postmarked or received within seven (7) business days of the date of the deficiency notice to be considered timely, absent a showing of good cause—whichever is later. The parties shall meet and confer regarding whether a claim form is deficient, with the Settlement Administrator to make the final determination. Failure to correct the deficiencies set forth in the deficiency notice within the timeframe set forth above will result in a New York Class Member automatically becoming a Participating Class Member, and the Class Member will be bound by all terms and conditions of the Settlement, including the release of all Released Claims.

3. Objection to Settlement

- a. Each New York Class Member who does not timely submit a written request for exclusion from the Settlement or FLSA Class Member who has submitted a Claim Form will have forty-five (45) days after the date on

which the Settlement Administrator mails the Notice Materials to object to the Settlement by serving, via mail or facsimile, on the Settlement Administrator by the forty-five (45) day deadline, a written objection to the Settlement. The Settlement Administrator shall promptly serve the written objection on Class Counsel and Defendant's Counsel, and shall file all objections with the Court by no later than five (5) days following the expiration of the forty-five (45) day deadline.

- b. A Class Member who does not file and serve a written objection in the manner and by the deadline specified above will be deemed to have waived any objection and will be foreclosed from making any objections to the Settlement (whether by appeal or otherwise).

4. Exclusion from Settlement

- a. FLSA Class Members shall not be required to request exclusion because their failure to make a claim shall be tantamount to their having requested exclusion. Each New York Class Member will have forty-five (45) days after the date on which the Settlement Administrator mails the Notice Materials to submit a written request for exclusion from the Settlement ("Submission Deadline"). The written request must state that the Class Member wishes to exclude himself or herself from the Settlement by including the statement "I want to be excluded from the Plaintiff Class in *Kérollé v. Princeton Information, Ltd.*" and: (1) must contain the name, address, telephone number and last four digits of the Social Security number of the person requesting exclusion; (2) must be signed by the

Class Member; and (3) must be faxed to the Settlement Administrator by the Submission Deadline or mailed to the Settlement Administrator by first-class mail and postmarked by not later than the Submission Deadline. The request for exclusion will not be valid if it is not timely submitted, if it is not signed by the Class Member, does not contain the required statement noted above, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope or fax stamp on the request for exclusion shall be the exclusive means used to determine whether the request for exclusion was timely submitted. Any Class Member who requests to be excluded from the Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely written request for exclusion within forty-five (45) days of the Settlement Administrator's mailing of the Notice Materials shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court.

- b. The Parties and their respective counsel agree that none of them shall take any steps to encourage any Class Member to opt out of the Settlement or discourage Class Members from submitting Claim Forms.
- c. In the event that a Class Member returns both a valid and timely Claim Form and a request for exclusion, the request for exclusion shall be

deemed void, and of no force and effect, while the Claim Form shall be processed pursuant to the terms of this Settlement Agreement.

5. Disputed Individual Settlement Shares

If a Class Member disputes the amount or method of calculation of his or her Settlement Share, he or she must follow the directions in the Notice and Claim Form in order for the dispute to be considered. Written notice of the dispute must be postmarked within the forty-five (45) day time period for submission of Claim Forms. The date of mailing of the Claim Form by the Settlement Administrator to the Class Member, and the date of the postmarked disputed Claim Form, shall be conclusively determined by the records of the Settlement Administrator. Upon the timely receipt of any disputed Claim Form, the Settlement Administrator shall notify counsel for the Parties of the dispute in writing (email constituting a writing for this purpose). If a Class Member disputes the accuracy of Defendant's records, documents the challenge on the Claim Form, and presents sufficient information and/or evidence supporting the challenge to the Settlement Administrator together with the Claim Form, the Parties' counsel shall attempt to resolve the dispute with the understanding that Defendant's records shall be controlling in the absence of contrary documentary evidence. If the Parties' counsel cannot resolve the dispute informally, the matter shall be submitted to the Settlement Administrator for determination. The Parties' counsel shall make good faith efforts to resolve all disputes through meet and confer efforts.

6. Reports and Declaration by Settlement Administrator

- a. By not later than five (5) business days after expiration of the 45-day deadline for submission of the written exclusions, the Settlement

Administrator will submit to Class Counsel and Defendant's Counsel for use only for purposes of the final approval motion a report setting forth the Class Members (identified by employee identification numbers) who as of that date have submitted (i) valid requests for exclusion and (ii) invalid requests for exclusion. Class Counsel shall not contact the Class Members who submitted requests for exclusion except in response to contacts initiated in the first instance by those Class Members to Class Counsel or if Class Counsel reasonably believes, based on objective evidence and after consultation with Defendant's Counsel, that there has been coercive or improper conduct by Defendant exclusively during the Claims Period. If the parties cannot reach an agreement on whether there is objective evidence of coercive or improper conduct by Defendant, Class Counsel must obtain permission from the Court to contact Class Members who have submitted requests for exclusion if those Class Members have not contacted Class Counsel.

- b. By not later than five (5) business days after expiration of the 45-day deadline for submission of Claim Forms, the Settlement Administrator will submit to Class Counsel and Defendant's Counsel a report setting forth the Class Members (identified by employee identification numbers) who as of that date have submitted (i) valid Claim Forms and (ii) invalid Claim Forms, along with the number count of Class Members who have submitted valid Claim Forms out of all of the Class Members and Settlement Shares for those Class Members.

- c. By not later than five (5) business days after the expiration of the 45-day deadline for submission of Claim Forms, the Settlement Administrator will prepare and submit to Class Counsel and Defendant's Counsel for filing in support of the Plaintiffs' motion for final approval a declaration attesting to its mailing efforts regarding the Notice Materials and (indicated by number of Class Members only) its receipt of valid Claim Forms and valid requests for exclusion and its inability to deliver the Notice Materials to Class Members due to invalid addresses. No less than ten (10) business days before the hearing on the motion for final approval of the Settlement, the Settlement Administrator will prepare and submit to Class Counsel and Defendant's Counsel for filing in support of the motion a supplemental declaration as applicable.
- d. After mailing the Notice Materials to the Class Members, the Settlement Administrator will, on a weekly basis, provide updates to Class Counsel and Defendant's Counsel as to the number of Class Members who submitted (i) valid requests for exclusion; (ii) invalid requests for exclusion; (iii) valid Claim Forms; (iv) invalid Claim Forms; and (v) objections. The bi-weekly updates shall set forth the value of the Settlement Shares claimed to date for those who submitted valid Claim Forms. The bi-weekly updates shall also provide updated data of the extent Notice Materials are returned undeliverable and of any re-mailing efforts and results.

IX. RIGHT TO RESCIND

In the event that five (5) percent or more of the Class Members submit valid and timely written requests to be excluded from the Settlement, Defendant will have the right to rescind the Stipulation and all actions taken in its furtherance will be null and void other than the confidentiality provision below. Defendant will also have the right to rescind the Stipulation if the Court makes a material change to the terms of the Stipulation that increases its payments or limits the release. Defendant must exercise their right to rescind right within five (5) business days after the final count of the number of valid opt-outs is determined, or after the Court's Final Approval Order, whichever is later.

X. FINAL APPROVAL OF THE SETTLEMENT

Plaintiffs will move the Court for final approval of the Settlement by the deadline set by the Court, which unless the Court orders otherwise, will be at least fifteen (15) calendar days prior to the final approval hearing scheduled by the Court. Plaintiffs will provide a draft of that motion to Defendant's Counsel at least ten (10) business days before the filing deadline. The Parties will submit for entry by the Court, with their motion for final approval, the proposed Final Approval Order in the form attached hereto as Exhibit D. Any modifications to the proposed Final Approval Order may be made only by mutual agreement of the Parties.

XI. ATTORNEYS' FEES AND COSTS AND CLASS REPRESENTATIVE PAYMENT

At the same time as the motion for final approval, Plaintiff and Class Counsel may separately move the Court for a service award to the Named Plaintiff in an amount not to exceed Ten Thousand Dollars and No Cents (\$10,000.00) for her services as a Class Representative, in addition to her Settlement Share. Plaintiff and Class Counsel may also move the Court for an award for Class Counsel's Attorneys' Fees and Costs Payment in an amount not to exceed Two-

Hundred Seventy-Two Thousand Two-Hundred and Fifty Dollars and No Cents (\$272,250.00) in attorneys' fees and costs. Defendant will not oppose the motion for Service Award and Class Counsel Attorneys' Fees and Costs Payment to the extent consistent with the terms set forth herein, but will not be required to support the motion.

XII. WAIVER OF RIGHT TO APPEAL

Provided that the Final Approval Order is consistent with the terms and conditions of this Settlement without material modification, the Class Representative, Class Members who did not timely submit an objection to the Settlement, and Class Counsel hereby waive any and all rights to appeal from the Final Approval Order, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate or set-aside judgment, a motion for new trial, and any extraordinary writ. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If a Class Member who did not timely submit an objection to the Settlement files an appeal of the Settlement in violation of this clause, Defendant shall have the right to collect from the Class Member (or their counsel) any reasonable attorneys' fees, costs, and other necessary expenses incurred in enforcing the Settlement and dismissing the appeal.

XIII. REVERSAL OR MATERIAL MODIFICATION OF JUDGMENT ON APPEAL

If, after a notice of appeal or a petition for writ of *certiorari*, or any other motion, petition, or application, the reviewing court vacates, reverses, or modifies the Final Approval Order such that there is a material modification to the Settlement, and that court's decision is not completely reversed and the Final Approval Order is not fully affirmed on review by a higher court, the Class Representative through Class Counsel and Defendant through its counsel will each have the right to void the Settlement, which the Party must do by giving written notice to

the other Parties, the reviewing court, and the Court not later than fourteen (14) days after the reviewing court's decision vacating, reversing, or materially modifying the Final Approval Order. Notwithstanding a reviewing court's vacatur, reversal, or modification of the Final Approval Order, Defendant's obligation to make payments under this Settlement remains limited by the maximum Settlement Payment.

XIV. CREATION OF THE QUALIFIED SETTLEMENT FUND

1. Defendant shall send a check or wire within fourteen (14) days of the Effective Date of the Settlement to the Claims Administrator in the amount of the Settlement Payment, reduced as appropriate pursuant to the next paragraph, which shall be deposited into an interest-bearing escrow account to be opened, administered and controlled by the Claims Administrator. The account shall be opened and administered by the Claims Administrator as a "Qualified Settlement Fund" or "QSF" under Section 468B of the IRC and Treas. Reg. § 1.468B-1, 26 C.F.R. § 1.468B-1, et seq.
2. If fewer than all Class Members submit valid and timely Claim Forms, the portion of the Net QSF allocated to each non-Claimant Class Member based on the Settlement Shares calculated by the Claims Administrator as described below will be retained as the property of Defendant and will not be included in the Net QSF. If any Class Member opts-out of the Settlement, the portion of the QSF allocated to that Class Member(s) will be retained as the property of the Defendant and will not be included in the Net QSF. However, if fewer than all Class Members submit valid and timely Claim Forms, or if any Class Member opts-out of the Settlement, such that the Settlement Payment (including Class Counsel's fees and

costs, service award to Plaintiff, employer's share of payroll taxes for Claimants, the Reserve Fund, and settlement administration costs) to be made by PI falls below Six-Hundred Thousand Dollars and No Cents (\$600,000.00), PI will contribute the amount necessary to make a minimum Settlement Payment of \$600,000.00 (i.e., "Minimum Settlement Payment") and the net portion of this additional contribution will be divided on a pro rata basis among the Claimants.

3. While held in the QSF, the funds in the QSF will accrue interest at or close to the then-current T-bill rate.
4. After the Effective Date of the Final Approval Order, the Net QSF allocated to the Claimants shall be paid in accordance with the terms herein.
5. If the Settlement is not granted final approval by the Court, or if the Effective Date of the Final Approval Order does not occur, then all proceeds of the QSF (other than those used to pay the Settlement Administrator's reasonable fees and expenses in administering the Settlement to that point), including all accrued interest, will be immediately returned to Defendant.

XV. DISTRIBUTION OF THE QUALIFIED SETTLEMENT FUND

1. The "Net QSF" shall be the amount of the QSF remaining after deducting approved attorneys' fees and costs, any approved service award to the Plaintiff, the Reserve Fund, and costs of the Claims Administrator.
2. Any amount that PI must contribute to make the Minimum Settlement Payment (if at all) shall be included into the Net QSF to be distributed as Settlement Shares to all Claimants on a pro-rata basis.

3. Each Claimant shall receive a pro-rata portion of the Net QSF based on estimated overtime liability from time records submitted by Class Members during the course of their employment, as set forth in the data PI will provide to the Settlement Administrator. New York Class Members who did not record any overtime hours shall be entitled to a minimum payment of One-Hundred and Fifty Dollars and No Cents (\$150.00) from the Net QSF, which shall be treated as a Settlement Share in the calculations described above. The Notice and Claim Form distributed to Class Members shall inform Class Members that they are eligible to receive a minimum payment of their pro rata portion of the Net QSF, less attorneys' fees and costs, employer's share of payroll taxes or Claimants, administration costs, and the service award (i.e., "Settlement Share").
4. Each Participating Class Member who has not submitted a Claim Form and thus is not eligible to receive his or her Settlement Share as a Claimant shall still receive a payment of One-Hundred and Fifty Dollars and No Cents (\$150.00) from the Net QSF, which shall be treated as a Settlement Share in the calculations above.
5. Class Counsel shall be paid from the Settlement Payment the Attorneys' Fees and Costs awarded by the Court, for which the Settlement Administrator will issue a Form 1099 to Class Counsel. Class Counsel is responsible for all federal, state, and local tax liabilities that may result from such payment and the Released Parties (defined below) shall bear no responsibility for such liabilities. Any unapproved amount of the Class Counsel's Attorneys' Fees and Costs Payment or of the requested Class Representative service award will be included in the Net

QSF and re-allocated to Class Members available to be claimed on a claims-made basis as described above.

6. In order to effectuate the terms of the settlement, the Claims Administrator will also create a Reserve Fund in the amount of \$10,000.00, which PI shall use to make payments to Class Members who file valid late claims before final approval, who successfully dispute their Settlement Shares, to individuals who were not identified as Class Members but have a legitimate claim for participation, or for any other reasonable purpose agreed by the parties as necessary to effectuate the settlement. Class Counsel and PI's counsel shall meet and confer in good faith regarding the use of the Reserve Funds, with any disputes to be decided by the Claims Administrator. Any disputes regarding late claims, Settlement Shares, or self-identifiers that can be resolved prior to finalizing the Settlement Shares will be resolved prior to finalizing Settlement Shares, and the allocations to Claimants shall be adjusted accordingly. The Parties will attempt to meet and confer in good faith and attempt to reach an agreement as to whether such payment should be made from the Reserve Fund and the amount of such payment. Any such dispute that cannot be resolved between the Parties will be determined conclusively by the Claim Administrator. Any such payment shall be made from the Reserve Fund. Any funds still remaining in the Reserve Fund six (6) months after distribution to Claimants and Participating Class Members shall be returned to Defendant, unless the Minimum Settlement Payment has been triggered, in which case the remaining funds shall be paid to the Make the Road, New York as *cy pres* beneficiary.

7. Taxes

- a. Because the Settlement Shares include sums in settlement of claims for wages, interest, liquidated damages, and penalties, fifty percent (50%) of each Settlement Share is intended to constitute a settlement of a claim for wages, for which the Settlement Administrator will issue a Form W-2 to the Claimant, payroll tax withholding and deductions will be taken, and the employer's share of payroll taxes on that portion will be paid from the QSF; and the remaining fifty percent (50%) of each Settlement Share is intended to constitute a settlement of claims for interest, liquidated damages, and penalties, for which no payroll tax withholding and deductions will be taken and the Settlement Administrator will issue a Form 1099 to the Claimant.
- b. The Participating Class Members and Claimants are responsible for all federal, state, and local tax liabilities that may result from such Settlement Share payments subject to reporting on a Form 1099, and the Released Parties (defined below) shall bear no responsibility for such liabilities.
- c. Any approved Class Representative Service Award, which is not the payment of wages, and Class Counsel's Attorneys' Fees and Costs Payment shall be reported on Form 1099s.
- d. The Claims Administrator will deliver copies of all Form W-2s and Form 1099s shall be timely delivered to the Defendant.
- e. The Claims Administrator will report all payments to government authorities including the IRS as required by law, and shall make all legally

required deductions, withholdings and/or employment tax payments out of the QSF.

f. Defendant makes no representations with respect to the taxability of any payments pursuant to this Settlement, the Notice to the Class will advise Class Members to seek their own tax advice as necessary, and the Parties agree that each Class Member will have sufficient opportunity to seek such advice after receiving the Notice.

8. The Settlement Administrator will disburse settlement checks to the Claimants and Participating Class Members, as well as Class Counsel's attorneys' fees and costs and any Service Award, as approved by the Court, no later than twenty (20) days after the Effective Date. The Settlement Administrator will handle all tax reporting for all payments. Claimants and Participating Class Members shall have ninety (90) calendar days from the date of the check to cash the checks reflecting their Settlement Share and Named Plaintiff's Service Award check. The checks provided to Claimants shall prominently state that they will expire in one hundred ninety (90) calendar days. After the expiration of the ninety (90) day period, any uncashed checks shall be voided by the Settlement Administrator. Thirty (30) calendar days thereafter, the value of uncashed settlement checks shall revert back to Defendant, unless the Minimum Settlement Payment has been triggered, in which case the remaining funds shall be paid to the Make the Road, New York as *cy pres* beneficiary.

XVI. NO EFFECT ON OTHER BENEFITS

The Settlement Shares and Class Representative's service award will not create any credit or otherwise affect the calculation of benefits provided under any benefit or compensation plan or program provided by Defendant (such as 401(k), pension, bonus, severance, or deferred compensation plans), and no payment made pursuant to this Settlement will be compensation for purposes of such plans/programs, require any contribution or award under such plans/programs, or otherwise require or modify coverage, contributions, or benefits under such plans/programs, and Claimants and Participating Class Members will be deemed to have waived all such benefit or compensation plan or program claims, whether known or unknown by them, as part of their releases of claims under this Settlement.

XVII. RELEASE OF CLAIMS BY THE PLAINTIFF, PARTICIPATING CLASS MEMBERS, CLAIMANTS, AND CLASS COUNSEL

1. **The Class Representative's Released Claims:** In consideration of her eligibility for a Class Representative Payment and the confidentiality obligations set forth below, the Class Representative, on behalf of herself and her heirs, executors and assigns, hereby releases the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising prior to the Effective Date of the Final Approval Order, including but not limited to those claims which: (a) were pled in the Action at any time; and/or (b) could have been pled in the Action at any time, including but not limited to all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any

type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time and/or rest periods, (v) alleged misclassification as an exempt employee or alleged off-the-clock work, (vi) alleged unlawful imposition, deduction, or chargeback from compensation for expenses or costs, (vii) alleged failure to provide wage statements or wage notices, (viii) any other alleged wage and hour violation, or (ix) alleged discrimination, retaliation, harassment, or wrongful discharge, as well as (x) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, or litigation costs; and (c) this release includes any and all of the following based on any of the matters released by the foregoing: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Class Representative's Released Claims"). For the avoidance of doubt, the Class Representative's Release Claims is a full and complete general release of all possible claims to the maximum extent allowed under the law.

- 2. Participating Class Members' Released Claims.** In consideration of his or her eligibility for a Settlement Share, each and every Participating Class Member (including the Class Representative and Claimants) hereby releases the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, arising prior to the Effective Date of the Final Approval Order, which arise under state or local law, statute, ordinance, regulation, or common law and: (a) were pled in the Action at any time

and/or (b) could have been pled in the Action at any time based on the facts alleged, including but not limited to all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time, and/or rest periods, (v) alleged misclassification as exempt employees or any alleged off-the-clock work, (vi) alleged failure to provide wage statements or wage notices, (vii) any other alleged wage and hour violation, and (viii) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, and litigation costs. This release includes any and all of the following based on any of the matters released by the foregoing (a) and (b) above: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Participating Class Members' Released Claims").

- 3. Claimants' Released Claims.** In consideration of the Settlement Share check sent to him or her, each and every Claimant (including the Class Representative) will release the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities, whether known or unknown, whether anticipated or unanticipated, arising prior to the date the Claimant signs his or her Claim Form that were asserted or could have been asserted in the Action based on the facts alleged pursuant to the FLSA, including but not limited to all claims based on any of the following: (i) alleged failure to pay wages, (ii) alleged failure to pay overtime wages, (iii) alleged failure to pay straight time

wages, (iv) alleged misclassification as exempt employees or any off-the-clock work, (v) alleged failure to pay minimum wages. This release includes any and all of the following based on any of the matters provided for above in this paragraph: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Claimants' Released Claims").

- 4. Class Counsel's Released Claims.** In consideration of their eligibility for the Class Counsel Attorneys' Fees and Costs Payment, as of the date the Effective Date of the Final Approval Order, Class Counsel hereby releases all claims, causes of action, demands, damages, costs, rights, and liabilities of every nature and description for attorneys' fees, costs, and expenses against the Released Parties arising from or related to the Action and Complaint ("Class Counsel's Released Claims").

XVIII. PLAINTIFF'S AGREEMENT TO ACCURATELY REPORT ALL HOURS

In consideration of her eligibility for a Class Representative Payment and for her continued employment with PI, Plaintiff agrees that she will accurately report all of her hours worked for the duration of her continued employment with PI and if she ever becomes re-employed at any later date by PI or becomes employed by any PI client, including PI clients to which she has provided services. Nothing in this clause constitutes an admission that Plaintiff has ever inaccurately reported her hours.

XIX. CLASS COUNSEL'S REPRESENTATIONS

Class Counsel confirm that no other attorneys, lawyers, or counsel have claims for fees or costs related to this case. Class Counsel further confirms that they have no clients or prospective clients considering claims against the Released Parties who are not Class Members.

XX. CONFIDENTIALITY

Other than necessary disclosures made to the Court, the Class Representative and Class Counsel shall not directly or indirectly disclose or publish the fact or the terms of the Settlement or this Stipulation to the media, the press, or on any website (except Class Counsel's website, as described below), provided that if Class Representative or Class Counsel receive inquiries from the media, they may state only that the Action has been resolved on the terms set forth in the Stipulation that was publicly filed. Class Counsel may disclose the settlement only on its website, www.rukinhyland.com, subject to prior agreement with Defendant's Counsel on the location and on the content of the disclosure to be made on that website.

If the Class Representative or Class Counsel are legally required to communicate about the settlement with governmental authorities, they shall give Defendant's Counsel not less than ten (10) business days' notice before any such communication occurs unless the Class Representative and Class Counsel are given less than twelve (12) business days' notice of the required communication, in which event the Class Representative, and Class Counsel will give notice to Defendant's Counsel as soon as is reasonably possible. If the Class Representative or Class Counsel violate the terms of this paragraph prior to the Effective Date of the Final Approval becoming Final, Defendant may rescind the Settlement, rendering it null and void, and will no longer be bound by any of its terms, but only if Defendant do so in writing transmitted to

Class Counsel before any order of final approval is rendered by the Court. The Court will retain jurisdiction to enforce this confidentiality paragraph.

XXI. USE AND RETURN OF DOCUMENTS

All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter, including any and all e-mails and attachments containing such materials, may be used only with respect to this Settlement, or any dispute between Class Members and Class Counsel regarding the Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. At the time of the Effective Date of the Final Approval Order, all materials referenced above will be returned to Defendant and/or deleted from Class Counsel's files and the Parties will promptly comply with the provisions of the Confidentiality Agreements executed between Class Counsel and Defendant's Counsel for the return of documents and data.

XXII. FULL COOPERATION

The Parties will fully cooperate with each other and use reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary or ordered by the Court, or otherwise, to accomplish the terms of this Settlement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to obtain preliminary and final approval of this Settlement without material modifications and to implement its terms.

XXIII. NO PRIOR ASSIGNMENTS

The Parties 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 portion of any claims, causes of action, demands, rights, and liabilities of every nature and description released under this Settlement.

XXIV. NOTICES

Unless otherwise specifically provided by this Settlement, all notices, demands or other communications given under this Settlement will be in writing and be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return-receipt requested, or as of the first business day after it is deposited with an overnight delivery service, addressed as follows:

To Plaintiff and the Class:

Jessica Rigg
RUKIN HYLAND LLP
1939 Harrison St., Suite 290
Oakland, CA 94612
Telephone: (415) 975-4484
jriggin@rukinhyland.com

To Defendant:

Michael J. Puma
MORGAN, LEWIS & BOCKIUS, LLP
1701 Market Street
Philadelphia, PA 19103
Telephone: 215.963.5000
michael.puma@morganlewis.com

XXV. CONSTRUCTION

This Settlement is the result of lengthy, arms-length negotiations between the Parties. This Settlement will not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Stipulation and related documents.

XXVI. CAPTIONS AND INTERPRETATIONS

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

XXVII. MODIFICATION

This Stipulation may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms as approved by the Court or by a writing signed by the Parties.

XXVIII. CIRCULAR 230 DISCLAIMER

Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging

party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

XXIX. APPLICABLE LAW

All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted according to the laws of the State of New York, without giving effect to any conflict of law or choice of law principles.

XXX. INTEGRATION CLAUSE

This Stipulation and its exhibits constitute the entire agreement between the Parties and their respective counsel relating to the Settlement and transactions contemplated by the Settlement. All prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or a Party's counsel, including the proposal of the mediator, are merged into this Stipulation, except that the confidentiality provision of the parties' term sheet and the terms of the parties' confidentiality agreements will continue to apply if the Settlement does not receive final approval. No rights under this Stipulation may be waived except in writing.

XXXI. BINDING ON ASSIGNS

This Stipulation will be binding upon and will inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors and assigns.

XXXII. COUNTERPARTS

This Stipulation may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart will be deemed an original, and, when

taken together with other signed counterparts, will constitute one Stipulation, which will be binding upon and effective as to all Parties, subject to Court approval.

XXXIII. PARTICIPATING CLASS MEMBERS BOUND BY SETTLEMENT

Because of the number of Class Members, it is impractical to have each Participating Class Member or Claimant execute this Settlement. The Class Notice will inform all Class Members of the binding nature of the releases described above, which shall have the same force and effect as if this Stipulation were executed by each Participating Class Member and Claimant.

XXXIV. PARTIES' AUTHORITY TO SIGN

The signatories to this Stipulation hereby represent that they are fully authorized to enter into this Stipulation on behalf of themselves or their respective principals.

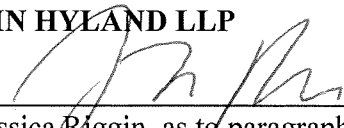
EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

DATED: December __, 2017

By: _____
Roselynn Kérollé, Plaintiff

DATED: December 15 2017

RUKIN HYLAND LLP
By:  _____
Jessica Riggin, as to paragraphs XVII(4) & XIX
but otherwise as to form only
Attorney for Plaintiff and the Class

DATED: December __, 2017

By: _____
Princeton Information, Ltd.

DATED: December __, 2017

MORGAN, LEWIS & BOCKIUS LLP
By: _____
Michael J. Puma, as to form only
Attorney for Defendant PI

taken together with other signed counterparts, will constitute one Stipulation, which will be binding upon and effective as to all Parties, subject to Court approval.

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EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

DATED: December 11, 2017

By: Rose Lynn Keróllé
Rose Lynn Keróllé, Plaintiff

DATED: December __, 2017

RUKIN HYLAND LLP

By: _____
Jessica Riffin, as to paragraphs XVII(4)& XIX
but otherwise as to form only
Attorney for Plaintiff and the Class

DATED: December __, 2017

By: _____
Princeton Information, Ltd.

DATED: December __, 2017

MORGAN, LEWIS & BOCKIUS LLP

By: _____
Michael J. Puma, as to form only
Attorney for Defendant P1

taken together with other signed counterparts, will constitute one Stipulation, which will be binding upon and effective as to all Parties, subject to Court approval.

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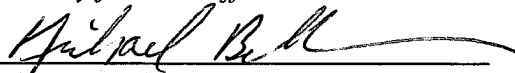
DATED: December __, 2017

By: _____
Roselynn Kérollé, Plaintiff

DATED: December __, 2017

RUKIN HYLAND LLP
By: _____
Jessica Riggin, as to paragraphs XVII(4)& XIX
but otherwise as to form only
Attorney for Plaintiff and the Class

DATED: December __, 2017

By: 
Princeton Information, Ltd.

DATED: December __, 2017

MORGAN, LEWIS & BOCKIUS LLP
By: _____
Michael J. Puma, as to form only
Attorney for Defendant PI

taken together with other signed counterparts, will constitute one Stipulation, which will be binding upon and effective as to all Parties, subject to Court approval.

XXXIII. PARTICIPATING CLASS MEMBERS BOUND BY SETTLEMENT

Because of the number of Class Members, it is impractical to have each Participating Class Member or Claimant execute this Settlement. The Class Notice will inform all Class Members of the binding nature of the releases described above, which shall have the same force and effect as if this Stipulation were executed by each Participating Class Member and Claimant.

XXXIV. PARTIES' AUTHORITY TO SIGN

The signatories to this Stipulation hereby represent that they are fully authorized to enter into this Stipulation on behalf of themselves or their respective principals.

EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this document to evidence their acceptance of an agreement to the Stipulation.

DATED: December __, 2017

By: _____
Roselynn Kérollé, Plaintiff

DATED: December __, 2017

RUKIN HYLAND LLP

By: _____
Jessica Riggan, as to paragraphs XVII(4)& XIX
but otherwise as to form only
Attorney for Plaintiff and the Class

DATED: December 15, 2017

By: *Michael B. M.*
Princeton Information, Ltd.

DATED: December 18, 2017

MORGAN, LEWIS & BOCKIUS LLP

By: *Michael J. Puma*
Michael J. Puma, as to form only
Attorney for Defendant PI

Exhibit A

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROSELYNN KÉROLLÉ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PRINCETON INFORMATION, LTD.,

Defendant.

Case No.: 1:17-cv-01139

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF SETTLEMENT**

On _____, 2017, the Court heard an unopposed motion for approval of settlement by Plaintiff Roselynn Kérollé (“Plaintiff” or “Class Representative”). The Court has considered the Joint Stipulation of Class and Collective Action Settlement and Release (“Stipulation”) and the proposed Notice of Class and Collective Action Settlement (“Class Notice”) and attached exhibits and hereby finds and orders as follows:

Preliminary Approval of the Class and Collective Action Settlement

The Court grants preliminary approval of the Settlement memorialized in the Stipulation, filed with the Court. The Settlement falls within the range of reasonableness, appears to have been the product of serious, informed, and extensive arm’s-length negotiations between the parties, appears at this this stage to be fair, adequate, and reasonable to the Settlement Class. It, therefore, meets the requirements for preliminary approval.

The Court specifically finds that the parties had a bona fide dispute regarding the payment of overtime wages and that the Settlement is fair, adequate, and reasonable with respect to the settlement of the Fair Labor Standards Act (FLSA) claims of the Named Plaintiff and Opt-in Plaintiff and all Class Members who properly and timely submit a Claim Form and thus join in the instant Lawsuit (“FLSA Opt-In Class Members”), as the settlement of the FLSA claims also appears

to have been the product of serious, informed, and extensive arm's-length negotiations between the Parties and is well within the range of possible final approval. The Court accordingly approves the FLSA release for the Named and Opt-in Plaintiffs and FLSA Opt-in Class Members, as the release is set forth in the Settlement Agreement.

Conditional Certification of the Settlement Class

The Court conditionally certifies, for settlement purposes only, the following class ("Class") described in the Stipulation: all individuals who are or were employed by Defendant Princeton Information Ltd. ("PI"); are or were paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and are or were assigned to provide services to any client of PI for at least one or more days from October 30, 2014 through September 30, 2017 in any state or were employed by PI for at least one or more days from February 14, 2011 through September 30, 2017 in New York.

The Court finds, for settlement purposes only, the requirements of Federal Rule of Civil Procedure 23(a) and Federal Rule of Civil Procedure 23(b)(3) are satisfied:

- a. The settlement Class is sufficiently numerous that joinder would be impractical.
- b. The members of the settlement Class share common questions of law and fact.
- c. Because certification of the settlement Class is proposed in the context of a settlement, the Court need not inquire whether the case, if tried as a class action, would present intractable management problems.
- d. The Court appoints, for settlement purposes only, as Class Representative Roselynn Kérollé. The Court finds and concludes that for the purposes of certifying a settlement class, there is a commonality of interest between the Named Plaintiff and the members of the settlement Class; and that the Named Plaintiff's claims are typical of the claims of absent members of the settlement Class.
- e. Pursuant to Fed. R. Civ. P. 23(g), the Court finds and concludes that the law firm of Rukin Hyland LLP has extensive experience and expertise in litigating complex

employment class and collective actions. Because this law firm meets all of the standards set forth in Rule 23(g)(1)(A), this law firm is hereby appointed settlement Class Counsel.

- f. The Court hereby preliminarily certifies, for purposes of settlement only, the proposed settlement Class, as defined herein, pursuant to Fed. R. Civ. P. 23(b)(3).
- g. If final approval of the settlement is not granted for any reason, the Parties retain all rights and arguments as to whether the claims in this case are appropriate for class certification. Nothing in this Order shall indicate whether the Court believes that class certification is appropriate if this case continued to be litigated. This Order, which conditionally certifies a class action for settlement purposes only, shall not be cited in this or any matter for the purpose of seeking class or collective certification, opposing decertification, or for any other purpose, other than enforcing the terms of the Stipulation.

Approval of Notice and Notice Plan

The Class Notice, attached to the Stipulation of Settlement as Exhibit B, and the Claim Form and Reminder Postcard, attached to the Class Notice as Attachments A and B, respectively, are approved. The Settlement Administrator is ordered to mail those documents to the Class Members as provided in the Stipulation.

The Court approves the procedures for Class Members to participate in, to opt out of, and to object to the Settlement as set forth in the settlement Stipulation and Notice. Each Class Member who does not timely submit a valid written request for exclusion from the Settlement will have forty-five (45) days after the date on which the Settlement Administrator mails the Class Notice to object to the Settlement by serving on the Settlement Administrator, Class Counsel, and Counsel for Defendant, and filing with the Court, by the forty-five (45) day deadline, a written objection to the Settlement.

The Court directs the distribution of the Notice by first-class mail to the Class Members in accordance with the implementation schedule set forth in the settlement Stipulation and described below. The Court finds the content and process for providing notice to the settlement Class as set

forth in the settlement Stipulation fulfills the requirements of Federal Rule of Civil Procedure 23(c)(2)(A) and due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all Class Members.

The Court appoints Dahl Administration as the Settlement Administrator subject to the terms and conditions of the parties’ Stipulation, and it shall perform all duties and responsibilities of the Settlement Administrator as set forth in that Agreement.

Final Approval Hearing

The Court will conduct a Final Approval Hearing on _____, 2018 at ____ a.m./p.m. in Courtroom 1306, Thurgood Marshall United States Courthouse, 40 Foley Square, New York, NY 10007, whether to give final approval to the settlement as fair, reasonable, and adequate to the Settlement Class; whether to enter final judgment in this case; whether to approve the service awards as set forth in the settlement Stipulation; whether to award attorneys’ fees and costs to Class Counsel, and if so, in what amount; and any other matters as the Court should deem necessary.

Implementation Schedule

Deadline for Defendant to provide Settlement Administrator with Class Member Data	15 calendar days after Order Granting Preliminary Approval
Deadline for Settlement Administrator to Mail the Notice to Class Members	15 calendar days after Receipt of Data
Deadline for Class Members to Postmark Requests for Exclusion	45 calendar days after mailing of the Notice
Deadline to Postmark Any Objections to Settlement	45 calendar days after mailing of the Notice
Deadline for Class Members to Postmark, Email, or Fax Claim Forms	45 calendar days after mailing of the Notice
Deadline for Class Counsel to file Motion for Final Approval of Settlement	15 calendar days before Final Approval Hearing

Deadline for Class Counsel to File Motion For
Attorneys' Fees, Costs, and Service Awards

15 calendar days before Final
Approval Hearing

Final Approval Hearing

The soonest available date
that is more than 100
calendar days after Order
Granting Preliminary
Approval

IT IS SO ORDERED.

Dated: _____, 2018

Hon. Andrew L. Carter, Jr.
United States District Judge

Exhibit B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

Roselynn Kérollé v. Princeton Information, Ltd.,
Civil Action No. 1:17-cv-01139

This is a Court-approved notice of your rights in a collective and class action lawsuit. Please read carefully and take appropriate steps to protect your rights. You may be entitled to a settlement payment if you act in a timely manner.

1. Why Did I Receive This Notice?

This Notice, which has been approved by the Court, is to notify Class Members in the class action “*Roselynn Kérollé v. Princeton Information, Ltd.*” currently pending in the United States District Court for the Southern District of New York, of the proposed Settlement of that case. The Court has granted preliminary approval of the Settlement and has conditionally certified the following Class for Settlement purposes only (the “Class” or “Class Members”):

All individuals who are or were employed by Defendant Princeton Information Ltd. (“PI”); are or were paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and are or were assigned to provide services to any client of PI for at least one or more days from October 30, 2014 through September 30, 2017 in any state or were employed by PI for at least one or more days from February 14, 2011 through September 30, 2017 in New York.

According to the records of PI, you are a member of the Class. The purpose of this Notice is to inform you about the proposed Settlement and to explain your rights and options with respect to the Action and the Settlement.

2. What Benefits Am I Eligible To Receive From The Settlement?

If the Court grants final approval of the Settlement and you complete and submit the enclosed Claim Form by _____, **Your Settlement Payment Is Estimated To Be \$_____**. This is just an estimate. Your actual Settlement Share may be different from this estimate based on a number of various factors such as the amount awarded for Class Counsel’s attorneys’ fees and costs and the number of other Class Members who submit valid and timely Claim Forms.

To claim your settlement payment, you must complete and submit the enclosed claim form by DATE. Your options for participation in the Settlement are explained in more detail in Section 4, below.

3. What Is a Class Action?

A class action is a lawsuit in which the claims and rights of many people are litigated in a single court proceeding. In this case, Roselynn Kérollé (the “Plaintiff” or “Class Representative”) asserted claims on behalf of all the Class Members.

4. What Are My Options?

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT NY CLASS MEMBER – Worked for PI in New York from February 14, 2011 - September 30, 2017 (“New York Class Members”)	
SUBMIT A CLAIM FORM	Receive part of the Settlement. If you properly submit a claim form by DATE , you will receive a sum of money based on your dates of employment and time records, and you will give up your right to sue on the Released Claims described in the Notice. Follow the procedure described in Section 8 below. You must timely submit a claim form to receive a payment based on your employment records.
DO NOTHING	Receive \$150 (less deductions for taxes and lawful withholdings). Release your state law claims. If you do nothing, you will receive the flat sum of \$150 (less deductions for taxes and lawful withholdings), and you will give up your right to sue on the state law claims described in the Notice. You will not release your federal wage and hour claims against PI.
EXCLUDE YOURSELF	Exclude yourself from the Settlement. Receive no benefits from it. If you make a valid and timely request to be excluded from the Settlement by sending a written, signed Request for Exclusion to the Settlement Administrator by DATE , you will not receive any settlement payment. You must follow the procedure described in Section 12 below. You will preserve all Released Claims described in the Notice, subject to applicable statute of limitations.
OBJECT	Stay in the Settlement but Object. Write to the Court about why you do not like the Settlement by sending a written and signed objection to the Settlement Administrator by DATE . You must follow the procedure described in Section 13 below. You will remain a Settlement Class Member. If you object but do not submit a claim form, and the Court overrules your objection, you will receive the flat sum of \$150 (less deductions for taxes and lawful withholdings) in consideration for your release of state law claims.
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
FLSA CLASS MEMBER – Worked for PI in a state other than New York from October 30, 2014 - September 30, 2017	
SUBMIT A CLAIM FORM	Receive part of the Settlement. If you properly submit a claim form by DATE , you will receive a sum of money based on your dates of employment and time records, and you will give up your right to sue on the Released Claims described in the Notice. You must timely submit a claim form to receive a payment.
DO NOTHING	Receive no money. Release no claims. If you do nothing, you will not receive a sum of money. You will not release your wage and hour claims against PI.

5. What Is This Case About?

On February 14, 2017, Plaintiff Roselynn Kérollé commenced the Action by filing a Complaint on behalf of herself and all other individuals allegedly similarly situated to her with respect to the claims asserted. In the Action, Plaintiff has alleged that Defendant Princeton Information, Ltd. (“PI” or “Defendant”) failed to provide her and other “Professional Day” employees of PI with overtime wages to which they were entitled, in violation of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et seq.*, and/or the New York Labor Law. Plaintiff has also alleged that she and other allegedly similarly situated individuals were entitled to unpaid straight time wages under N.Y. Lab. Law § 191 and that PI failed to provide accurate wage statements under N.Y. Lab. Law § 195. Plaintiff, as the Class Representative in this Action, has requested damages under the FLSA and NYLL, as well as penalties, attorneys’ fees and costs.

Following an examination of the facts and law governing the Named Plaintiffs’ claims, the parties attended a mediation session with an experienced mediator and settled this action. The Court has preliminarily approved the Settlement.

The Court has not ruled on the merits of any of the claims asserted in the Lawsuit. The parties in the Action disagree as to the probable outcome of the Action with respect to liability and damages if it were not settled. While the Class Representative and her attorneys were prepared to proceed with litigating the case described above and confident in their claims, they recognize the uncertainty inherent in litigation and that they may not have prevailed on any or all of their claims. Likewise, while Defendant is confident that no class or collective action could be certified for trial purposes, and that it has legal and factual arguments that would result in the dismissal of the Class Representative’s claims, Defendant recognizes the risks, distractions, and costs involved with litigation. The settlement provides the opportunity for payments to be made to Class Members in exchange for a termination of the Lawsuit and a release of claims against PI. This Settlement is the result of good-faith, arms-length negotiations between the Named Plaintiff and Defendant, through their respective attorneys, which included months of discussions, the formal and informal exchange

of documents and data, negotiations through counsel experienced in these types of cases, and multiple in-person mediation sessions. The Settlement represents a compromise regarding disputed claims, considering the risks and uncertainties of continued litigation. The Named Plaintiff and her counsel have determined that the Settlement is fair, reasonable and adequate and is in the best interests of the Class Members.

6. Defendant’s Denial of Liability

Defendant denies all of the Named Plaintiff’s allegations. Specifically, Defendant denies that the Named Plaintiff or the Class Members were nonexempt employees entitled to overtime compensation or are owed any additional compensation for the hours they worked.

7. How Much is the Settlement and How Much Is My Share?

Defendant has agreed to pay a maximum of \$825,000, to settle the disputed claims in this Lawsuit. This amount will include all Class Member payments; the administration costs of the settlement (not to exceed \$10,500); Defendant’s share of payroll taxes on the payments to Class Members; a \$10,000 reserve fund; a service award to the Named Plaintiff who filed the Lawsuit (not to exceed \$10,000), and fees and costs to Class Counsel (not to exceed \$272,250.00), subject to Court approval.

Your estimated share of the Settlement is stated on the first page of this Notice. This amount is an approximate minimum payment because it is based on the current estimated number of unpaid overtime hours reported by Class Members within the relevant time periods, and assumes that all eligible Class Members participate in the settlement. If less than 100% of the eligible Class Members choose to participate in the settlement, individual payments to participating Class Members may be larger than these estimates, because any potential remaining funds will be divided among those Class Members who do participate. The actual dollar amount of your payment will not be known until all Claim Forms have been received.

8. How Do I Submit My Claim?

If you wish to receive a Settlement Payment, you must fully complete, sign and mail, e-mail, fax, or personally deliver the enclosed Claim Form to the Settlement Administrator at the address listed below. Your Claim Form must be postmarked no later than **DATE** if mailed, or emailed, faxed, or delivered by that date.

The Settlement Administrator is:

c/o Dahl Administration
Address: _____
Telephone: _____
Email: _____
Fax: _____

If you need another Claim Form, contact the Settlement Administrator. If you do not submit a Claim Form and you worked for PI in New York, you will receive the flat sum of \$150 (less deductions for taxes and lawful withholdings). If you do not submit a Claim Form and you worked for PI in a state other than New York, you will not receive any money from the Settlement.

9. How Will My Settlement Share Be Calculated?

After deducting from the Maximum Settlement Amount for approved attorneys' fees, litigation costs, the service award to the Named Plaintiff, Defendant's share of payroll taxes for Settlement Shares, the Reserve Fund, and the costs of claims administration (the "Net Settlement Amount") a Settlement Administrator approved by the Court will make a settlement payment to each Class Member who submits a timely, proper and fully complete Claim Form (enclosed with this Notice). These payments will be a pro rata share of each Class Member's estimated and alleged damages based on work weeks in the class period, pay rate, and reported hours worked, subject to a minimum payment for New York Class Members who do not exclude themselves from the Settlement ("Participating Class Members"). If you have any questions on the settlement or allocation, you can contact the Settlement Administrator and /or Class Counsel.

10. Is My Settlement Payment Taxed?

50% of each Settlement Share paid to the Class Representative, Claimant, or Participating Class Members shall be payment for wages and reported on Form W-2s, and the remaining 50% of each settlement share paid to the Class Representative, Claimant, or Participating Class Member shall be payment for interest/penalties (i.e. liquidated damages) and reported on Form 1099s. Defendant's share of employment taxes on the wage portion of the settlement payments shall be paid from the Settlement Fund as described above, and Class Representative, Claimants, and Participating Class Members are responsible for the employee's share of employment taxes and all income taxes. The Settlement Administrator will report all payments to government authorities including the IRS as required by law, and shall make all legally required deductions, withholdings and/or employment tax payments out of the Settlement Fund. Because a portion of each settlement payment will be subject to required wage withholdings and deductions, the net payable amount will be less than the gross amount of the Settlement Share. Neither Class Counsel nor Defendant make any representations concerning tax consequences of this settlement or participation in it, and you are advised to seek your own personal tax advice.

11. What Claims Am I Releasing?

Each Class Member who was employed by PI in New York and who does not timely and properly request exclusion from the Settlement as set forth below (the "Participating Class Members") is deemed to have fully and finally released and discharged Defendant and all of its past, present and future parents, subsidiaries, affiliates, sister companies, successors, assigns, and predecessors, and

each of its directors, officers, employees, insurers, lawyers, heirs, administrators, executors and/or agents, and each of Defendant's clients to whom Class Members were assigned to provide services, including but not limited to Citigroup, Inc. and Citigroup Technology, Inc., as well as all such clients' past, present and future parents, subsidiaries, affiliates, sister companies, successors, assigns and predecessors, and any of their directors, officers, employees, insurers, lawyers, heirs, administrators, executors and/or agents (the "Released Parties"), from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, arising prior to the Effective Date of the Final Approval Order, which arise under state or local law, statute, ordinance, regulation, or common law and: (a) were pled in the Action at any time and/or (b) could have been pled in the Action at any time based on the facts alleged, including but not limited to all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time, and/or rest periods, (v) alleged misclassification as exempt employees or any alleged off-the-clock work, (vi) alleged failure to provide wage statements or wage notices, (vii) any other alleged wage and hour violation, and (viii) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, and litigation costs. This release includes any and all of the following based on any of the matters released by the foregoing (a) and (b) above: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Participating Class Members' Released Claims").

In addition, each Class Member, regardless of where they were employed, who submits a Claim Form ("Claimant") will also release the Released Parties from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities, whether known or unknown, whether anticipated or unanticipated, arising prior to the date the Claimant signs his or her Claim Form that were asserted or could have been asserted in the Action based on the facts alleged pursuant to the FLSA, including but not limited to all claims based on any of the following: (i) alleged failure to pay wages, (ii) alleged failure to pay overtime wages, (iii) alleged failure to pay straight time wages, (iv) alleged misclassification as exempt employees or any off-the-clock work, (v) alleged failure to pay minimum wages. This release includes any and all of the following based on any of the matters provided for above in this paragraph: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Claimants' Released Claims"). Participating Class Members' Released Claims and Claimants' Released Claims include all such claims, whether known or unknown by Class Members. Thus, even if a Class Member discovers facts in addition to or different from those that he or she now knows or believes to be true with respect to the subject matter of his or her released claims, those claims will be released and forever barred.

12. How Do I Opt Out of the Settlement?

IF YOU WORKED FOR PI IN NEW YORK:

If you do not want to participate in the Settlement, you have the right to be excluded from the Class. If you wish to be excluded from the Class, you must make a written request for exclusion that includes: (1) your full name (and former names, if any), current address, telephone number, last four

digits of your Social Security number, and the dates of your employment with Defendant; (2) the following statement: “I want to be excluded from the Plaintiff Class in *Kérollé v. Princeton Information, Ltd.*”; and (3) your signature. The request for exclusion must be submitted in your own name and signed by you personally; no individual may request that other persons be excluded from the Class. In order to be valid, your completed request for exclusion must be postmarked (or received, if via fax) no later than **DATE**.

It must be mailed to: *Kérollé v. Princeton Information, Ltd.*, Settlement Administration; c/o _____, **[INSERT STREET ADDRESS, CITY, STATE, AND ZIP CODE, FAX AND E-MAIL]**

If you properly submit a timely written request to be excluded from the Settlement, you will not be eligible to receive any of the benefits under the Settlement, and you will not have standing to object to the Settlement. You will, however, retain whatever legal rights you may have against Defendant with regard to the claims released by the Settlement. However, if you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Class, and you will be bound by the terms of the Joint Stipulation of Settlement.

IF YOU WORKED FOR PI IN A STATE OTHER THAN NEW YORK:

If you do not wish to participate in the Settlement, do not submit a Claim Form.

If you are not sure where you worked for PI, call the Settlement Administrator – (XXXXXXXX)

13. How Do I Object to the Settlement, Attorney Fees/Costs, or Service Award?

If you are a New York Class Member and have not timely submitted a written request to be excluded from the Settlement or you are a FLSA Class Member who has submitted a Claim Form, and you believe the Settlement is in any way unfair, inadequate, or unreasonable, you may object to the Settlement by submitting a written notice of objection. However, if the Court grants final approval to the Settlement, you will still be bound by the Settlement. You may object to the Settlement, either personally or through an attorney at your own expense.

All objections must be signed and set forth your name, address, telephone number, and the name of the Action: *Kérollé v. Princeton Information, Ltd.*, Civil Action No. 1:17-cv-01139, and must clearly be labeled “OBJECTION TO SETTLEMENT.” To be valid, any objections to the Settlement must be mailed to the Settlement Administrator, with a postmark date no later than **DATE**, at the address listed above. If you submit a timely and valid objection, you may appear either personally or through an attorney, at your own expense, at the Final Approval Hearing, as discussed below, however you need not do so. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval Hearing.

Any Class Member who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the service award to the Named Plaintiff, the claims process, and any and all other aspects of the Settlement. If you comment through an attorney, you will be solely responsible for the fees and costs of your own attorney.

14. Who Are the Attorneys for the Class Members?

If you participate in the settlement, you will be represented by Class Counsel for purposes of the settlement. If you prefer to be represented by your own lawyer, you may hire one at your own expense.

The Court has appointed the following attorneys as Class Counsel:

Peter Rukin
Jessica Riggin
RUKIN HYLAND LLP
1939 Harrison St., Suite 290
Oakland, CA 94612
Telephone: (415) 975-4484
jriggin@rukinhyland.com

15. How Much Will Class Counsel Be Paid in Attorneys' Fees and Costs?

Under the Settlement, Class Counsel may ask the Court to award them attorneys' fees and costs up to \$272,250.00. You will not have to pay any portion of these fees yourself.

16. What About Settlement Expenses?

The costs of claims administration will be deducted from the Settlement. It is estimated that this amount should not exceed \$10,500.

17. Will the Named Plaintiff Get Any Additional Money?

Class Counsel will ask the Court to award the Named Plaintiff a service award of up to \$10,000 for the time that she spent, and the risk that she undertook, in bringing the Lawsuit. This amount is subject to Court approval. Whatever amount the Court approves, if any, will be deducted and paid from the Settlement.

18. What is the Reserve Fund?

A portion of the Maximum Settlement Payment will be allocated to create a fund from which the Settlement Administrator will make payments to Class Members who file late claims, who dispute

their Settlement Shares, to individuals who were not identified as Class Members but have a good faith claim for participation – as determined by the Claims Administrator, after consultation with the Parties – or for any other reasonable purpose necessary to effectuate the Settlement.

19. What protections do I have against retaliation for participating in this settlement?

State and federal law prohibit PI from retaliating against employees who exercise their rights under the wage and hour laws. PI will not take any adverse employment action or otherwise retaliate or discriminate against anyone who participates in the Settlement, objects to the Settlement, or opts out of the Lawsuit and Settlement. In the event that you feel that you have been threatened or coerced with respect to your decision in this regard, you should immediately file a report with PI's Human Resources Department or contact Class Counsel so that the issue can be addressed.

20. When Is the Settlement Final?

The Court will hold a Final Approval Hearing on the fairness and adequacy of the proposed Settlement, the plan of allocation for the Settlement Shares, Class Counsel's request for attorneys' fees and costs, and the service award to the Named Plaintiff on **DATE AND TIME** in Courtroom 1306 of the United States District Court for the Southern District of New York, located at 40 Foley Square, New York, NY 10007. The Final Approval Hearing may be continued without further notice to Class Members. **It is not necessary for you to appear at this hearing.** You may appear at the hearing if you wish, if you have given notice of any objections to the Settlement under the procedures set forth above.

21. When Will My Share of the Settlement Be Distributed To Me?

Within twenty (20) days after the Court's order granting final approval of the Settlement becomes final and non-appealable, the Settlement Administrator will mail the Settlement Share checks to all Claimants who are eligible and submitted valid and timely Claim Forms, as well as Participating Class Members.

22. How Long Are Settlement Share Checks Valid?

All checks for Settlement Shares must be cashed within 90 days after issuance.

23. What Happens If I Do Nothing?

IF YOU WORKED FOR DEFENDANT IN NEW YORK:

If you do nothing in response to this Notice, you will be deemed to have released all New York state law claims, as described in Section 11, above and you will receive the flat sum of \$150 (less deductions for taxes and lawful withholding). You will not release your federal law claims.

IF YOU WORKED FOR DEFENDANT IN A STATE OTHER THAN NEW YORK:

If you do nothing in response to this Notice, you will not be eligible to receive any proceeds under the Settlement and you will not release any claims.

24. Where Can I Get Further Information?

This Notice only summarizes the Action, the Settlement, and other related matters. For more information, you may review the Court's files, including the detailed Joint Stipulation of Class and Collective Action Settlement and Release, which will be on file with the Clerk of the Court. The pleadings and other records in this Action including the Joint Stipulation of Class and Collective Action Settlement and Release, may be examined at the Office of the Clerk of Court, United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007, or online through the Public Access to Court Electronic Resources System, known as "PACER," at <http://www.nysd.uscourts.gov/pacer.php>. You may also find additional information and the relevant settlement documents at Class Counsel's website: <https://www.rhdtlaw.com/current-class-action/kerolle-v-princeton-information/>.

Any questions regarding this Notice, the Claim Form, or how to opt-out of or object to the Settlement should be directed to the Settlement Administrator at the above address and telephone number. If you have further questions about the Settlement, you may also contact Class Counsel at the above address and telephone number listed in this Notice. If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator.

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE.

ATTACHMENT A

CLAIM FORM – NEW YORK

Roselynn Kérollé v. Princeton Information, Ltd.,

United States District Court for the Southern District of New York (Civil Action No. 1:17-cv 01139)

MUST BE POSTMARKED OR SUBMITTED ON OR BEFORE [DATE]

Instructions: To be eligible to receive your share of the settlement in this Lawsuit, you must complete, sign, and return this Claim Form to the Claims Administrator by one of four possible methods: (1) mail; (2) fax; (3) email, or (4) personal delivery. Regardless of the method you use to submit your claim, it must be postmarked or submitted by **DEADLINE**. You may use the enclosed, postage-paid envelope if you decide to mail your Claim Form. The Claims Administrator’s contact information is below.

Roselynn Kérollé v. Princeton Information, Ltd.,

c/o _____

[ADDRESS]

Tel: _____

Fax: _____

E-mail: _____

By signing below, I acknowledge that I have received and reviewed the Notice of Class Action Settlement (“Notice”) and this Claim Form. I submit this Claim Form to be eligible to receive my share of the settlement. I understand that by submitting this Claim Form, I am participating in and opting into the FLSA class and settlement. If I do not submit this Claim Form, I will receive \$150 (less deductions for taxes and lawful withholdings), and I will retain any rights and claims I may have under the FLSA. I also understand that by submitting this Claim Form, I am giving up certain claims, as described in Section 11 of the Notice. I understand that the Joint Stipulation of Settlement, including the release of claims, is available for me to view at <https://www.rhdtlaw.com/current-class-action/kerolle-v-princeton-information/> and I understand that I may call Class Counsel with any questions that I may have. I further agree and acknowledge that I am bound by the terms of any Order and Judgment issued by the Court in this Lawsuit, including the release of claims.

Finally, unless I exclude myself from the Settlement as described in Section 12 of the Notice, I will be releasing certain claims under New York State Wage and Hour laws.

THIS SECTION TO BE FILLED OUT AND SIGNED BY CLASS MEMBER

To be used for identification purposes only

Name:
Street Address:
City, State, Zip Code:

Daytime Telephone:	Evening Telephone:
E-mail Address:	SSN (last 4 digits):

The amount of your Settlement Share is determined by a pro rata share of each Class Member’s estimated and alleged damages based on your work weeks in the class period, pay rate, and reported hours worked.

According to Defendant’s records, it is estimated that your settlement share will be at least \$_____. This is just an estimate. Your actual Settlement Share may be different from this estimate based on a number of various factors such as the amount awarded for Class Counsel’s attorneys’ fees and costs and the number of other Class Members who submit valid and timely Claim Forms. If you have any questions on the settlement or allocation, you can contact Class Counsel. If you disagree with the Settlement Share, you must notify the Claims Administrator in writing by **DATE** with supporting documentation.

RELEASE OF CLAIMS

By signing and returning this Claim Form, you elect to opt into the conditionally certified collective action and agree that you are bound by the Settlement, and agree that you have released those claims identified in the Section 11 of the Notice you received with this Claim Form.

I have read the Notice of Settlement and understand the claims alleged and the terms of the Settlement of the above-referenced Lawsuit, including the release of claims. Prior to signing this Claim Form, I had the opportunity to ask any questions to Class Counsel and the Claims Administrator, whose addresses are set forth in the Notice of Settlement. I understand that I should not be subject to harassment, discrimination, or retaliation for opting out of the Settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I understand that I may report the matter to PI’s Human Resources Department, and/or to Class Counsel.

I declare, under penalty of perjury under the laws of the United States of America that all of the information contained in this Claim Form is true and correct and that I have signed this Claim Form on

_____ (Date), at _____ (City/State).

Signature

Type or Print Name

CLAIM FORM – FLSA

Roselynn Kérollé v. Princeton Information, Ltd.,

United States District Court for the Southern District of New York (Civil Action No. 1:17-cv 01139)

MUST BE POSTMARKED OR SUBMITTED ON OR BEFORE [DATE]

Instructions: To be eligible to receive your share of the settlement in this Lawsuit, you must complete, sign, and return this Claim Form to the Claims Administrator by one of four possible methods: (1) mail; (2) fax; (3) email, or (4) personal delivery. Regardless of the method you use to submit your claim, it must be postmarked or submitted by **DEADLINE**. You may use the enclosed, postage-paid envelope if you decide to mail your Claim Form. The Claims Administrator’s contact information is below.

Roselynn Kérollé v. Princeton Information, Ltd.,

c/o _____

[ADDRESS]

Tel:

Fax:

E-mail:

By signing below, I acknowledge that I have received and reviewed the Notice of Class Action Settlement (“Notice”) and this Claim Form. I submit this Claim Form to be eligible to receive my share of the settlement.

I understand that by submitting this Claim Form, I am participating in and opting into the FLSA class and settlement. If I do not submit this Claim Form, I will retain any rights and claims I may have under the FLSA. I also understand that by submitting this Claim Form, I am giving up certain claims, as described in Section 11 of the Notice. I understand that the Joint Stipulation of Settlement, including the release of claims, is available for me to view at <https://www.rhdtlaw.com/current-class-action/kerolle-v-princeton-information/> and I understand that I may call Class Counsel with any questions that I may have. I further agree and acknowledge that I am bound by the terms of any Order and Judgment issued by the Court in this Lawsuit, including the release of claims.

THIS SECTION TO BE FILLED OUT AND SIGNED BY CLASS MEMBER

To be used for identification purposes only

Name:	
Street Address:	
City, State, Zip Code:	
Daytime Telephone:	Evening Telephone:
E-mail Address:	SSN (last 4 digits):

The amount of your Settlement Share is determined by a pro rata share of each Class Member's estimated and alleged damages based on your work weeks in the class period, pay rate, and reported hours worked.

According to Defendant's records, it is estimated that your settlement share will be at least \$_____. This is just an estimate. Your actual Settlement Share may be different from this estimate based on a number of various factors such as the amount awarded for Class Counsel's attorneys' fees and costs and the number of other Class Members who submit valid and timely Claim Forms. If you have any questions on the settlement or allocation, you can contact Class Counsel. If you disagree with the Settlement Share, you must notify the Claims Administrator in writing by **DATE** with supporting documentation.

RELEASE OF CLAIMS

By signing and returning this Claim Form, you elect to opt into the conditionally certified collective action and agree that you are bound by the Settlement, and agree that you have released those claims identified in the Section 11 of the Notice you received with this Claim Form. I have read the Notice of Settlement and understand the claims alleged and the terms of the Settlement of the above-referenced Lawsuit, including the release of claims. Prior to signing this Claim Form, I had the opportunity to ask any questions to Class Counsel and the Claims Administrator, whose addresses are set forth in the Notice of Settlement. I understand that I should not be subject to harassment, discrimination, or retaliation for opting out of the Settlement or otherwise exercising my legal rights. To the extent that I believe that I am being retaliated against or otherwise treated improperly, I understand that I may report the matter to PI's Human Resources Department, and/or to Class Counsel.

I declare, under penalty of perjury under the laws of the United States of America that all of the information contained in this Claim Form is true and correct and that I have signed this Claim Form on

_____ (Date), at _____ (City/State).

Signature

Type or Print Name

ATTACHMENT B

THE COURT AND PARTIES HAVE AUTHORIZED THIS REMINDER POSTCARD

Settlement Reminder Notice

Roselynn Kérollé v. Princeton Information, Ltd.
United States District Court for the Southern District of New York

IMPORTANT REMINDER: On [DATE] you were mailed a Notice of Class and Collective Action Settlement and Claim Form. Our records indicate that you have not yet submitted your Claim Form. If you wish to participate in the settlement, you must return your Settlement Claim Form to the Settlement Administrator by email, mail, fax, or personal delivery. Your completed form must be postmarked or otherwise received by [INSERT DATE]:

Roselynn Kérollé v. Princeton Information, Ltd.,

c/o [REDACTED]

[ADDRESS]

Tel: 1-800-123-4567

Fax: (123) 456-789

E-mail: XXXX

If you did not receive or no longer have the Settlement Claim Form and Consent to Join, or have any questions, please contact the Settlement Administrator at [INSERT PHONE NUMBER] or Class Counsel at (415) 975-4484.

Exhibit C

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROSELYNN KÉROLLÉ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PRINCETON INFORMATION, LTD.,

Defendant.

Case No.: 1:17-cv-01139

NOTICE OF PROPOSED SETTLEMENT PURSUANT TO 28 U.S.C. § 1715

PLEASE TAKE NOTICE THAT the parties to the above-referenced class action have reached a proposed settlement of the claims at issue in the litigation. Pursuant to the Class Action Fairness Act of 2005 (“CAFA”), 28 U.S.C. § 1715, Defendant Princeton Information Ltd (“PI”) provide this notice to the Attorney General of the United States of America and the Attorney General of each State where Defendant’s records reflect that Class Members reside. Defendant encloses and/or state the following in accordance with its notice obligations under 28 U.S.C. §1715(b):

1. Plaintiff’s Amended Complaint in the above-titled action;
2. The parties’ Joint Stipulation of Class and Collective Action Settlement and Release;
3. The parties’ proposed Notice of Class and Collective Action Settlement, which includes information about the scheduled judicial hearing in the above-titled action;
4. The parties’ proposed Claim Form;
5. A reasonable estimate of Class Members and the estimated proportionate share of the claims of Class Members to the entire settlement.

PLEASE TAKE FURTHER NOTICE that the Court scheduled a judicial hearing for preliminary approval on [REDACTED], 2018 at [REDACTED] a.m./p.m. at the United States District Court for the Southern District of New York, Courtroom 1306, 40 Foley Square, New York, NY 10007.

PLEASE TAKE FURTHER NOTICE that pursuant to CAFA, you are not required to comment on the settlement. However, if you wish to comment on the settlement, the Court will schedule at the time of preliminary approval a judicial hearing for final approval, no less than 90 days from the date of this Notice, at the United States District Court for the Southern District of New York, Courtroom 1306, 40 Foley Square, New York, NY 10007. If you choose to comment, you may do so electronically (the Court provides information about its electronic case filing system at <http://www.nysd.uscourts.gov/pacer.php>), or in hard copy form to Clerk of Court, United States District Court for the Southern District of New York, 40 Foley Square, New York, NY 10007.

Exhibit D

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ROSELYNN KÉROLLÉ, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

PRINCETON INFORMATION, LTD.,

Defendant.

Case No.: 1:17-cv-01139

**[PROPOSED] ORDER (1) CONFIRMING CERTIFICATION OF CLASS AND
COLLECTIVE ACTION FOR SETTLEMENT PURPOSES; (2) GRANTING FINAL
APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT; AND
(3) ENTERING FINAL JUDGMENT**

This matter came on for hearing upon the Court’s Order of _____, 2018 following the Plaintiff’s unopposed motion for final approval of the settlement in this action. Due and adequate notice having been given to the Settlement Class (as defined below), and the Court having considered all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in the above captioned matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- a. The Court has jurisdiction over the subject matter of the above-captioned action, all matters related thereto, and all parties to the lawsuit: the named Plaintiff Roselynn Kérollé (“Class Representative”), Princeton Information Ltd (“Defendant”), and the “Settlement Class” or all “Settlement Class Members,” which consists of:

- (i) “Claimants,” who are all individuals who are or were employed by Defendant; are or were paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and are or were assigned to provide services to any client of Defendant for at least one or more days from October 30, 2014 through September 30, 2017 in any state; and submitted timely and valid claim forms pursuant to the terms in the Stipulation;
 - (ii) “Participating Class Members,” who are all individuals who are or were employed by Defendant; are or were paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and are or were assigned to provide services to any client of Defendant for at least one or more days from February 14, 2011 through September 30, 2017 in New York and who did not file a valid and timely request for exclusion.
- b. The term “Stipulation” shall refer to the Joint Stipulation of Class and Collective Action Settlement and Release filed by the parties in this case in connection with their application for preliminary approval of this matter, and all terms herein shall have the same meaning as terms defined in the Stipulation, unless specifically provided herein.
- c. The Court grants final approval of the parties’ Settlement on the terms set forth in the Stipulation.
- d. The Court finds that the distribution by first-class mail of the Notice Class and Collective Action Settlement (“Notice”) and Claim Form constituted

the best notice practicable under the circumstances to all persons within the definition of the Settlement Class and fully met the requirements of due process under the United States Constitution and applicable state laws. Based on evidence and other material submitted in conjunction with the Final Settlement Approval Hearing, the actual notice to the Settlement Class was adequate. These papers informed Class Members of the terms of the Settlement, their right to claim a share of the settlement proceeds, their right to object to the Settlement, or to elect not to participate in the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Settlement Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. [No Settlement Class Members objected to the Settlement, and only ___ individuals opted out of the Settlement.]

- e. The Court confirms as final its preliminary certification of the Settlement Class as described in its DATE Preliminary Approval Order. Solely for purposes of effectuating this settlement, the Court certifies the following Settlement Class: all individuals who are or were employed by Defendant Princeton Information Ltd. (“PI”); are or were paid pursuant to a compensation system that paid hourly but did not specifically pay for hours 9 or 10 in a day; and are or were assigned to provide services to any client of PI for at least one or more days from October 30, 2014 through September 30, 2017 in any state or were employed by PI for at least one or

more days from February 14, 2011 through September 30, 2017 in New York. In confirming as final the Settlement Class described above, the Court finds and concludes for settlement purposes only that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the lawsuit; (c) the claims of the Class Representatives are typical of the claims of the other members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e. Class Counsel, are qualified to serve as class counsel.

- f. The Court hereby confirms as final the appointment of Roselynn Kérollé as Class Representative for the Settlement Class.
- g. The Court hereby confirms as final the appointment of Peter Rukin and Jessica Riggan of Rukin Hyland LLP as Class Counsel for the Settlement Class.
- h. The Court finds, for purposes of settlement only, that the Class satisfies the applicable standards for certification under Federal Rules 23(a) and 23(b)(3). Accordingly, solely for purposes of effectuating this settlement, this Court has certified a class of all Settlement Class Members, as that

term is defined above. Because the Rule 23 class is being certified here for settlement purposes only, the Court need not (and does not) address the manageability requirement of Rule 23(b)(3). *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997).

- i. The Court finds, for settlement purposes only, that the Settlement Class Members meet the requirements for collective action certification under Section 216(b) of the Fair Labor Standards Act.
- j. The Court approves the settlement of the above-captioned action, and each of the releases and other terms set forth in the Stipulation, as fair, just, reasonable and adequate as to the Settlement Class, the Class Representative, and Defendant (collectively “Settling Parties”). The Court specifically finds that the settlement is rationally related to the strength of Plaintiff’s claims given the risk, expense, complexity, and duration of further litigation. The Court also finds that the Agreement is the result of arm’s-length negotiations between experienced counsel representing the interests of the Settlement Class and Defendant, after thorough factual and legal investigation. The Court further finds that the response of the Settlement Class Members to the settlement supports final approval. The Settling Parties and the Settlement Administrator are directed to perform in accordance with the terms set forth in the Stipulation.

The Court finds that the proposed plan of allocation is rationally related to the relative strengths and weaknesses of the respective claims asserted, the scope of claims asserted, and the releases provided by Class Members. The

mechanisms and procedures set forth in the Agreement by which payments are to be calculated and made to Class Members are fair, reasonable, and adequate. Payment shall be made according to those allocations and pursuant to the procedure set forth in the Agreement.

- k. Plaintiffs have requested approval of a payment to the Settlement Administrator from the aggregate settlement fund for settlement administration costs. The Court finds that administrative costs of \$____.00 are fair, adequate, and reasonable. Accordingly, the Court approves an award of administrative expenses to Dahl Administration in the amount of \$____.00. The Settling Parties and the Settlement Administrator are directed to perform in accordance with the terms set forth in the Stipulation.
- l. By operation of this Order and upon the effective date of the Judgment, the Named Plaintiff shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties as set forth in Paragraph __ of the Settlement Agreement.
- m. By operation of this Order and upon the effective date of the Judgment, all Claimants shall be deemed to have, and by operation of the Judgment shall have fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties as set forth in Paragraph __ of the Settlement Agreement.

- n. By operation of this Order and upon the effective date of the Judgment, all Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims against the Released Parties as set forth in Paragraph ___ of the Settlement Agreement
- o. This matter is hereby dismissed with prejudice. The Court reserves and retains exclusive and continuing jurisdiction over the Action, the Class Representative, the Settlement Class, Class Counsel, and Defendant for the purposes of supervising the implementation, effectuation, enforcement, construction, administration and interpretation of the Settlement and this Judgment.
- p. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

Dated: _____, 2018

Hon. Andrew L. Carter, Jr.
United States District Judge