UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ELKANARD SMITH on behalf of himself and all others similarly situated, Plaintiff, vs. CUYAHOGA METROPOLITAN HOUSING AUTHORITY Defendant.	)))))))))))	CASE NO. 1:14-cv-1409 JUDGE JAMES S. GWIN MAGISTRATE JUDGE VECCHIARELLI **JOINT MOTION FOR APPROVAL OF SETTLEMENT AND STIPULATION OF DISMISSAL WITH PREJUDICE**

I. INTRODUCTION

Representative Plaintiff and Defendant respectfully move this Court to approve the proposed FLSA opt-in Settlement reached by the Parties and memorialized in the Joint Stipulation of Settlement and Release ("Settlement" or "Agreement") attached as Exhibit A. The Action asserts wage-and-hour claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201-219, on behalf of current and former hourly, non-exempt employees of Defendant Cuyahoga Metropolitan Housing Authority.

Within fourteen (14) days after the District Court grants final approval of this Settlement, the Parties plan to notify the Eligible Settlement Participants of the proposed Settlement. The Eligible Settlement Participants will have sixty (60) days to join the Settlement by executing and returning a Consent to Opt Into Lawsuit, Release and Dismiss Claims Form ("Consent Form"). Because the proposed Settlement is an FLSA *opt-in* settlement, as opposed to a Rule 23 *opt-out*

settlement that would bind absent class members, no fairness hearing is required or requested by the Parties.[1]

The Parties respectfully submit that the proposed Settlement is fair and reasonable, and satisfies the criteria for approval under § 216(b) of the FLSA. The Settlement was achieved during arms-length negotiations among the Parties, conducted by experienced counsel. If approved by the Court, the Settlement will make substantial settlement payments available to the Class Members who elect to participate in the Settlement.

The settlement documents submitted for approval or entry by the Court consist of the following:

Exhibit A:	Joint Stipulation of Settlement and Release
Exhibit B:	Notice of Settlement of Lawsuit, with attached Consent and Release Form entitled Consent to Opt-Into Lawsuit, Release, and Dismiss Claims
Exhibit C:	General Settlement and Release Agreement
Exhibit D:	Order of Dismissal and Approving Settlement
Exhibit E:	Declaration of Plaintiffs' Counsel Anthony J. Lazzaro

The following sections explain the nature of the Action, the negotiations, the principal terms of the Settlement, and the propriety of approving the Settlement and its proposed distributions of settlement proceeds.

[1] *See Moore v. Ackerman Inv. Co*., C 07-3058-MWB, 2009 WL 2848858 (N.D. Iowa Sept. 1, 2009) ("Section 216(b) does not expressly require a 'fairness' hearing on a proposed settlement, as Rule 23 of the Federal Rules of Civil Procedure does for class actions pursuant to that rule, and Rule 23 requirements are not directly applicable to a collective action pursuant to § 216(b)."); *McLean v. HSM Elec. Prot. Services, Inc.*, 607CV1680ORL28DAB, 2008 WL 4642270 (M.D. Fla. Oct. 8, 2008) (same); *Barnes v. Benzerenterprises, Inc.*, 607CV1754-ORL-22DAB, 2008 WL 4059839, (M.D. Fla. Aug. 27, 2008) ("the Court determines that there is no need for a fairness hearing").

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Action

On June 27, 2014, Representative Plaintiff filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219, and alleged that Defendant improperly rounded employee time and thereby failed to pay employees for work performed during 10-minute grace periods before and after their shifts, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207 (the "Action"). On July 22, 2014, Defendant filed an answer to the Complaint disputing the material allegations both as to fact and law and denying any liability to Representative Plaintiff or any other employees, and asserting several affirmative defenses.

B. Negotiation of The Settlement

Between September and November 2014 the Parties engaged in an informal yet comprehensive exchange of information regarding Plaintiff's claims and Defendant's defenses to such claims. This included the calculations of Plaintiff's, the Existing Opt-In Party Plaintiffs', and the Eligible Settlement Participants' potential overtime damages for time clocked in during grace periods before and after their shifts.

On November 12, 2014, the Parties attempted to resolve the claims through a mediation with Magistrate Judge Vecchiarelli. The Parties did not reach a settlement at the mediation conference with the Magistrate Judge. The Parties continued their settlement discussions and ultimately reached an agreement on December 16, 2014, to settle the Action on the terms set forth in this Agreement. The parties reached the proposed settlement in this matter after extensive good faith bargaining.

C. The Settlement Terms

If approved by the Court, the Settlement will cover Representative Plaintiff, the 32 Existing Opt-In Party Plaintiffs[2] identified in Appendix 1 of the Settlement, and the 762 Eligible Settlement Participants[3] identified in Appendix 2 of the Settlement who elect to participate in the Settlement by signing and returning Consent Forms ("Settlement Class" or "Class Members").

The Total Eligible Settlement Amount is Four Hundred Ten Thousand Dollars ($410,000.00), which sum will cover: (a) all of the Individual Payments to the Settlement Class; (b) Representative Plaintiff's Class Representative Payment; and (c) Plaintiffs' Counsel's attorneys' fees and expenses.

Two Hundred Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents ($260,833.34) of the Total Eligible Settlement Amount will be divided into Individual Payments to the Settlement Class. The Individual Payments will be calculated proportionally on each Class Member's potential overtime damages for time clocked in during grace periods before and after their shifts during the Calculation Period, as calculated by Defendant and approved by Plaintiffs' Counsel. The Individual Payments will be calculated by first determining the percentage of potential overtime damages payable to the Settlement Class, which will depend on the number of employees participating in the Settlement and their collective potential overtime damages. This percentage will be calculated by dividing $260,833.34 by the total potential overtime damages for all of the employees participating in the settlement. This percentage will then be multiplied by each Class Member's potential overtime damages to obtain the Individual

[2] The Parties' Joint Stipulation of Settlement and Release states that there are approximately 34 Existing Opt-In Party Plaintiffs. Currently, there are 32 Existing Opt-In Party Plaintiffs who meet the class definition.

[3] The Parties' Joint Stipulation of Settlement and Release states that there are approximately 1046 Eligible Settlement Participants. This figure included employees who had no overtime damages during the Calculation Period and therefore do not meet the class definition. The actual number of Eligible Settlement Participants equals 762.

Payments. The Class Members will receive no less than 28.8483% of their potential overtime damages during the Released Period in the event all of the Eligible Settlement Participants return Consent Forms (their "Minimum Settlement Payment"), and no more than 100% of their potential overtime damages (their "Maximum Settlement Payment"). The Minimum and Maximum Settlement Payments have been calculated by Plaintiffs' Counsel and Defendant's Counsel, and are provided in Appendices 1 and 2 of the Settlement.

Ten Thousand Dollars ($10,000.00) of the Total Eligible Settlement Amount will be paid to Representative Plaintiff as a Class Representative Payment, in addition to his Individual Payment, in exchange for signing a general mutual release of all claims. In addition, One Hundred Thirty Nine Thousand One Hundred Sixty Six Dollars and Sixty Six Cents ($139,166.66) of the Total Eligible Settlement Amount will be paid to Plaintiffs' Counsel for attorneys' fees and expenses ($136,666.66 in fees and $2,500.00 in expenses) incurred in the Action.

In exchange, the Action will be dismissed, and the Settlement Class will release Defendant and the United States Department of Housing and Urban Development from all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action asserted in Plaintiff's Complaint, filed on June 27, 2014, including but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and the Ohio Minimum Fair Wage Standards Act.

To inform Eligible Settlement Participants of the Settlement, the Parties have submitted, as Exhibit B, the proposed Notice of Settlement of Lawsuit, with an attached Consent Form entitled Consent to Opt-Into Lawsuit, Release, and Dismiss Claims. The Notice will be mailed to the Eligible Settlement Participants at their last known addresses according to records

maintained by Defendant, and any updated addresses obtained by the Settlement Administrator and Plaintiffs' Counsel. The Eligible Settlement Participants who sign and return Consent Forms will participate in the Settlement and their claims will be released.

III. THE PROPRIETY OF APPROVAL

The proposed Settlement is subject to approval by the Court pursuant to § 216(b) of the FLSA. As shown in the attached Declaration of Anthony J. Lazzaro, and as explained below, Court approval is warranted on all scores.

A. The Seven-Factor Standard Is Satisfied

The court presiding over an FLSA action may approve a proposed settlement of the action under the FLSA § 16(b) "after scrutinizing the settlement for fairness." *Landsberg v. Acton Enterprises, Inc.*, 2008 WL 2468868 at *1 n.1 (S.D. Ohio June 16, 2008) (quoting *Lynn's Food Stores, Inc. v. United States*, 679 F.2d 1350, 1353-55 (11th Cir. 1982) (the court should determine whether the settlement is "a fair and reasonable resolution of a bona fide dispute") (citing *Schulte, Inc. v. Gangi*, 328 U.S. 108, 66 S. Ct. 925, 928 n.8 (1946))).

As a district court in the Sixth Circuit has observed, "[t]he need for the court to ensure that any settlement of [an FLSA] action treats the plaintiffs fairly is similar to the need for a court to determine that any class-action settlement is 'fair, reasonable, and adequate.'" *Crawford v. Lexington-Fayette Urban County Government*, 2008 WL 4724499, at *3 (E.D. Ky. Oct. 23, 2008). The Sixth Circuit uses seven factors to evaluate class action settlements, and the *Crawford* court applied those factors in assessing the fairness of an FLSA settlement:

> (1) the risk of fraud or collusion; (2) the complexity, expense and likely duration of the litigation; (3) the amount of discovery engaged in by the parties; (4) the likelihood of success on the merits; (5) the opinions of class counsel and class representatives; (6) the reaction of absent class members; and (7) the public interest.

UAW v. General Motors Corp., 497 F.3d 615, 626 (6th Cir. 2007) (citing *Granada Invs., Inc. v. DWG Corp.,* 962 F.2d 1203, 1205 (6th Cir.1992); *Williams v. Vukovich,* 720 F.2d 909, 922-23 (6th Cir.1983)), *quoted in Crawford*, 2008 WL 4724499 at *3. As shown below and in the Lazzaro Declaration (*see* Exhibit E), the standard supports approval of the Settlement.

1) No Indicia of Fraud or Collusion Exists

The Parties' counsel each have extensive experience litigating FLSA claims, including claims for unpaid hours worked. A Settlement Agreement was achieved only after arms-length and good faith negotiations between the Parties. As such, there is no indicia of fraud or collusion.

2) The Complexity, Expense and Likely Duration of Continued Litigation Favor Approval

The policy favoring the settlement of collective actions and other complex cases applies with particular force here. Employment cases in general, and wage-and-hour cases in particular, are expensive and time-consuming. Moreover, the Parties continue to disagree over the merits of Plaintiff's claims. Defendant maintained that time clocked in during grace periods before and after shifts was not compensable when employees did not perform work during these times, and many Class Members did not begin performing any compensable work activities until after the scheduled start of their shifts, especially during the morning grace period. In addition, the Parties disagreed whether the two-year limitations period for non-willful violations or three-year limitations period for willful violations applied. Defendant claims that even if Plaintiff succeeds on the merits, Plaintiff cannot not prove a willful violation of the law, and thus, no wages would be owed for the 3rd year of the three-year limitations period.

If forced to litigate this case further, the Parties would certainly engage in complex, costly, and protracted wrangling. The Settlement, on the other hand, provides substantial relief

to Representative Plaintiff and the Class Members promptly and efficiently, and amplifies the benefits of that relief through the economies of class resolution.

3) Investigation Was Sufficient to Allow the Parties to Act Intelligently

The Parties engaged in substantial investigation prior to negotiating the Settlement. Prior to filing the Action, Plaintiffs' Counsel performed a significant amount of research and factual investigation of the claims to set forth a factually specific and accurate complaint for the Court and Defendant. After filing the Action, relevant information was exchanged, including a complete analysis of each Class Member's overtime damages for time clocked in during grace periods before and after their shifts. In addition, Plaintiffs' Counsel engaged in a further independent investigation of the facts, obtained investigation notes from Representative Plaintiff and numerous other employees who are members of the proposed Settlement Class, and gathered a number of declarations from employees in the proposed Settlement Class. Thus, the legal issues in the case were thoroughly researched by counsel for the Parties, and all aspects of the dispute are well-understood by both sides.

4) The Risks of Litigation Favor Approval

Counsel for both sides believe in the merits of their clients' positions, but nonetheless recognize that the litigation of claims is uncertain in terms of duration, cost, and result. Moreover, in the present case, Defendant raises affirmative defenses to Plaintiff's claims, and the outcome of those defenses is uncertain as well. Continued litigation would be risky for all.

5) Uncertainty of Recovery Supports Approval

Plaintiff's range of possible recovery is also open to dispute. Even if Plaintiff succeeded on the merits of his claims, the amount of recovery is uncertain and something upon which the Parties continue to disagree.

6) Experienced Counsel's Views Favor Approval

The Parties' counsel are experienced in wage-and-hour collective and class actions, have acted in good faith, and have represented their clients' best interests in reaching the Settlement. Counsel support the Settlement as fair and reasonable, and in the best interest of the Class Members as a whole, as described in the Lazzaro Declaration (*see* Exhibit E).

B. The Settlement Distributions Are Fair, Reasonable and Adequate

As a part of the scrutiny it applies to an FLSA collective action settlement, "a court must ensure that the distribution of the settlement proceeds is equitable." *Crawford v. Lexington-Fayette Urban County Government*, 2008 WL 4724499 (E.D. Ky. Oct. 23, 2008) (citing *Ortiz v. Fibreboard Corp.,* 527 U.S. 815, 855 (1999). All components of the proposed distribution are proper and reasonable, and the settlement as a whole is fair, reasonable and adequate for Representative Plaintiff and the Class Members.

1) The Individual Payments Are Reasonable and Adequate

All Individual Payments will be calculated proportionally on each Class Member's overtime damages for time clocked in during grace periods before and after their shifts during the Calculation Period. The Calculation Period for Plaintiff and the Class shall mean the period between July 24, 2011 (the beginning of the tolling period) and June 27, 2014.

If approved by the Court, the Proposed Settlement will provide substantial payments to the Class Members for alleged unpaid overtime compensation. Assuming that all the time employees were clocked in during the ten-minute grace periods before and after their shifts was compensable working time (which Defendant denies), Plaintiff, the Existing Opt-In Party Plaintiffs, and all of the Eligible Settlement Participants would have been denied $597,778.03 in overtime and regular wages for time clocked in during grace periods before and after their shifts

during the two-year limitations period for non-willful violations, and $904,155.79 during the three-year limitations period for willful violations.. These figures capture all potential damages for all time that employees were clocked in during grace periods before and after their shifts, regardless of whether they were actually working during this time.

Each Class Member who participates in the Settlement will receive no less than 28.8483% of their maximum potential overtime damages during the three-year limitations period in the event all of the Eligible Settlement Participants return Consent Forms (their "Minimum Settlement Payment"), and no more than 100% of their overtime damages (their "Maximum Settlement Payment"), and the actual percentage will depend on the number of employees participating in the Settlement and their collective overtime damages. The Parties' Counsel estimate that the opt-in rate will be between 50% and 60%.[4] Assuming a 60% opt-in rate, and an even distribution of damages, each Class Member will likely receive approximately 48% of their overtime damages during the three-year limitations period, and approximately 72% of their overtime damages during the two-year limitations period. Within seven (7) days after the consent period is completed, a Schedule of Individual Payments to the Class Members will be filed with the Court. Accordingly, the settlement proceeds are fair, reasonable and adequate.

2) Representative Plaintiff's Service Award Is Proper and Reasonable

Service awards to a representative plaintiff recognizing the value of his or her services on behalf of other participants are proper. As stated in *In re Dunn & Bradstreet Credit Services Customer Litigation*, 130 F.R.D. 366 (S.D. Ohio 1990):

> Numerous courts have not hesitated to grant incentive awards to representative plaintiffs who have been able to effect substantial relief for classes they represent.

[4] Based on the Parties' Counsel's experience litigating FLSA collective actions, opt-in rates are generally low – between 10% and 20%. In FLSA opt-in settlements, opt-in rates are higher – between 50 and 60%.

130 F.R.D. at 373 (citing *Wolfson v. Riley*, 94 F.R.D. 243 (N.D. Ohio 1981); *Bogosian v. Gulf Oil Corp.*, 621 F. Supp. 27, 32 (E.D. Pa. 1985); *In re Minolta Camera Products Antitrust Litigation*, 666 F. Supp. 750, 752 (D. Md. 1987)).

In this Circuit, service awards to representative plaintiffs are "typically justified when named plaintiffs expend more time and effort beyond that of other class members in assisting class counsel with litigation, such as by actively reviewing the case and advising counsel in prosecution of case." *In re Southern Ohio Correctional Facility*, 175 F.R.D. 270, 273, 276 (S.D. Ohio 1997).

The courts recognize that "differentiation among class representatives based upon the role each played may be proper in given circumstances." *Dun & Bradstreet*, 130 F.R.D. at 374 (citing *In re Jackson Lockdown/MCO Cases*, 107 F.R.D. 703, 710 (E.D. Mich. 1985)). *See also Enterprise Energy Corp. v. Columbia Gas Transmission Corp.*, 137 F.R.D. 240, 250 (S.D. Ohio 1991) (among the factors warranting incentive awards are the "time and effort spent" by the individuals in question and "whether these actions resulted in a substantial benefit to Class Members").

In the present case, the Lazzaro Declaration (*see* Exhibit E) establishes that the proposed Service Award is proper and reasonable. Representative Plaintiff Elkanard Smith's services were extensive and effective. In addition to filing the collective action, he provided extensive factual information to Plaintiffs' Counsel, faithfully attended meetings with Plaintiffs' Counsel, attended the mediation conference with the Magistrate Judge, and attended the Case Management Conference. Moreover, he subjected himself to the responsibilities of serving as a named plaintiff in a lawsuit against his former employer.

3) The Attorneys Fees and Expenses to Plaintiffs' Counsel Are Proper and Reasonable

The FLSA provides that a Court "shall, in addition to any judgment awarded to the plaintiff or plaintiffs, allow a reasonable attorney's fee to be paid by the defendant, and the costs of the action." 29 U.S.C. § 216(b).

In *Fegley v. Higgins,* 19 F.3d 1126, 1134 (6th Cir. 1994), *cert. denied,* 513 U.S. 875 (1994), the Sixth Circuit held that the FLSA's mandatory attorneys' fee provision "insure[s] effective access to the judicial process by providing attorney fees for prevailing plaintiffs with wage and hour grievances," and thus "encourage[s] the vindication of congressionally identified policies and rights." *Fegley,* 19 F.3d at 1134 (quoting *United Slate, Tile & Composition Roofers, Damp and Waterproof Workers Ass'n, Local 307 v. G & M Roofing and Sheet Metal Co.,* 732 F.2d 495, 502 (6th Cir.1984)).

Fegley was followed in *Bessey v. Packerland Plainwell, Inc*. 2007 WL 3173972 (W.D. Mich. 2007), in which the district court approved a one-third attorneys' fee in an FLSA settlement very much like the one presented here. Fulfilling *Fegley*'s emphasis on "encourag[ing] the vindication of congressionally identified policies and rights," the *Bessey* court found "the percentage of fund method is the proper method in this case for compensating plaintiffs' counsel. The fact that the damages which could have been claimed by each class member were relatively modest provides a strong reason for adopting the percentage of recovery method, for it rewards counsel for taking on a case which might not otherwise be economically feasible." *Bessey*, 2007 WL 3173972, at *4 (citing *Rawlings v. Prudential Properties, Inc.*, 9 F.3d 513, 516 (6th Cir. 1993) (the district court "must make sure that [class] counsel is fairly compensated for the amount of work done as well as for the results achieved" and "the percentage of the fund method more accurately reflects the results achieved"). *Accord, In re*

Revco Securities Litigation, Fed. Sec. L. Rptr. ¶ 96,956, at 94,069 (N.D. Ohio 1993) ("'[t]he percentage of the fund approach… provides a fair and equitable means of determining attorney's fees'" because "'the size of a common fund is an objective yardstick by which the benefit conferred upon the class can be measured'").

In determining the reasonableness of the one-third fee, the *Bessey* court considered the comparative data about Rule 23 class settlements summarized in *Shaw v. Toshiba America Information Systems, Inc.*, 91 F. Supp. 2d 942 (E.D. Tex. 2000), *discussed in Bessey*, 2007 WL 3173972, at *4:

> The most complete analysis of fee awards in class actions conducted to date was conducted by the National Economic Research Associates, an economics consulting firm. The data is reported at Frederick C. Dunbar, Todd S. Foster, Vinita M. Juneja, Denise N. Martin, Recent Trends III: What Explains Settlements in Shareholder Class Actions? (NERA, June 1995) (hereinafter "NERA Study"). This data indicates that regardless of size, attorneys' fees average approximately 32% of the settlement.

Shaw, 91 F. Supp. 2d at 988 (citing NERA Study at 7 & Exh. 12) (emphasis added).

The NERA Study relied upon in *Shaw* and *Bessey* showed the average fee to class counsel was approximately one-third of the settlement, while the average result achieved for class members was only 7% to 11% of claimed damages. Measured against that standard, the settlement in the present case is exemplary. Each Class Member who participates in the Settlement will receive no less than 28.8483% of their overtime damages during the three-year limitations period in the event all of the Eligible Settlement Participants return Consent Forms (their "Minimum Settlement Payment"), and no more than 100% of their overtime damages (their "Maximum Settlement Payment"), and the actual percentage will depend on the number of employees participating in the Settlement and their collective overtime damages. The Parties'

Counsel's estimate that the opt-in rate will be between 50% and 60%.[5] Assuming a 60% opt-in rate, and an even distribution of damages, each Class Member will likely receive approximately 48% of their overtime damages during the three-year limitations period, and approximately 72% of their overtime damages during the two-year limitations period. Therefore, the attorneys' fees requested are reasonable in light of the exceptional benefit achieved for Plaintiff and the Class.

The attorneys' fees requested by Plaintiffs' Counsel should not be altered because counsel efficiently resolved this case early on rather than prolonging the litigation and increasing his potential fees. As the Manual for Complex Litigation recognizes, "one purpose of the percentage method is to encourage early settlements by not penalizing efficient counsel, thus ensuring competent counsel continue to be willing to undertake risky, complex, and novel litigation." Manual for Complex Litigation (4th) § 14.121.

Had this case not settled, Plaintiffs' Counsel would have vigorously litigated the case without any promise of success and compensation. At every step of the litigation, Defendant could have succeeded. Therefore, the Class Members were at great risk for non-payment. This risk of non-payment strongly supports the amount requested here and warrants approval.

Expenses are estimated to be in the range of $2,500.00. All expenses were incurred during the course of the litigation of this Action or will be incurred during the administration of the Settlement.

IV. CONCLUSION

For the reasons addressed above, the Parties respectfully request that this Court approve the Settlement by entering the proposed Order of Dismissal and Approving Settlement attached as Exhibit D.

[5] Based on the Parties' Counsel's experience litigating FLSA collective actions, opt-in rates are generally low – between 10% and 20%. In FLSA opt-in settlements, opt-in rates are higher – between 50 and 60%.

Respectfully submitted,

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JOINT STIPULATION
OF SETTLEMENT AND RELEASE

Subject to approval by the U.S. Department of Housing and Urban Development ("HUD"), and the United States District Court for the Northern District of Ohio, Eastern Division, Hon. James Gwin, U.S. District Judge, presiding ("District Court" or "Court"), Plaintiff Elkanard Smith, individually and on behalf of the Settlement Class, and Defendant Cuyahoga Metropolitan Housing Authority, agree to the terms of this Joint Stipulation of Settlement and Release.

DEFINITIONS

1. "Action" shall mean the civil action in the United States District Court for the Northern District of Ohio, Eastern Division entitled *Elkanard Smith v. Cuyahoga Metropolitan Housing Authority*, Case No. 1:14-cv-1409.

2. "Representative Plaintiff" or "Plaintiff" shall mean Elkanard Smith.

3. "Defendant" or "CMHA" shall mean Cuyahoga Metropolitan Housing Authority, and all of its former, current and respective officers, commissioners, employees, agents, affiliates, representatives, attorneys, insurers, successors, and assigns.

4. "Settlement Class" or "Class Members" shall consist of Representative Plaintiff Elkanard Smith, the "Existing Opt-In Party Plaintiffs," and all of the "Eligible Settlement Participants" who sign and return a Consent to Opt Into Lawsuit, Release and Dismiss Claims form ("Consent Form").

5. "Existing Opt-In Party Plaintiffs" shall consist of the approximately 34 current and former hourly, non-exempt employees of Defendant identified in Appendix 1 who have already joined the Action, and who incurred overtime hours for time clocked in during grace periods before and after their shifts during the Calculation Period.

6. "Eligible Settlement Participants" shall consist of the approximately 1046 current and former hourly, non-exempt employees of Defendant identified in Appendix 2 who have not already joined the Action, and who incurred overtime hours for time clocked in during grace periods before and after their shifts during the Calculation Period.

7. "Parties" shall mean the Representative Plaintiff and Defendant, and "Party" shall mean any one of the Parties.

8. "Plaintiffs' Counsel" are Anthony J. Lazzaro and Sonia M. Whitehouse of The Lazzaro Law Firm, LLC. "Defendant's Counsel" are Robert M. Wolff and Inna Shelley of Littler Mendelson, P.C.

9. "Settlement" or "Agreement" shall mean this Joint Stipulation of Settlement and Release.

RECITALS

10. On June 27, 2014, Plaintiff commenced the Action on behalf of himself and all others similarly situated to him with respect to the claims he asserted.

11. In the Action, Plaintiff alleged that Defendant engaged in unlawful rounding of time and failed to pay employees for work performed during 10-minute grace periods before and after their shifts, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207.

12. On July 22, 2014, Defendant filed an answer to the Complaint disputing the material allegations both as to fact and law and denying any liability to Representative Plaintiff or any other employees, and asserting several affirmative defenses.

13. Plaintiff believes that the Action is meritorious based on alleged violations of the FLSA, and that the Action is appropriate for collective treatment. Defendant denies these allegations.

14. Between September and November 2014 the Parties engaged in an informal yet comprehensive exchange of information regarding Plaintiff's claims and Defendant's defenses to such claims. This included the calculations of Plaintiff's, the Existing Opt-In Party Plaintiffs', and the Eligible Settlement Participants' maximum overtime damages for time clocked in during grace periods before and after their shifts.

15. On November 12, 2014, the Parties attempted to resolve the claims through a mediation with Magistrate Judge Vecchiarelli. The Parties did not reach a settlement at the mediation conference with the Magistrate Judge. The Parties continued their settlement discussions and ultimately reached an agreement on December 16, 2014, to settle the Action on the terms set forth in this Agreement. The parties reached the proposed settlement in this matter after extensive good faith bargaining.

16. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims for the Release Period.

17. Plaintiffs' Counsel represent that they have conducted a thorough investigation into the facts of this Action, and have diligently pursued an investigation of Plaintiff's claims against Defendant, including researching the applicable law and the potential defenses. Based on their own independent investigation and evaluation, Plaintiffs' Counsel are of the opinion that the Settlement is fair, adequate and reasonable and is in the best interest of the Class Members in light of all known facts and circumstances, including the risk of significant delay and Defendant's defenses. Defendant agrees that the Settlement is fair, adequate and reasonable.

18. This Settlement represents a compromise of disputed claims. Nothing in this Settlement is intended or will be construed as an admission by Defendant that Plaintiff's claims in the Action have merit or that Defendant has any liability to Plaintiff on those claims.

SETTLEMENT PAYMENTS

19. **Total Eligible Settlement Amount:** The Total Eligible Settlement Amount is Four Hundred Ten Thousand Dollars ($410,000.00), which sum will cover: (a) all of the Individual Payments to the Settlement Class; (b) Representative Plaintiff's Class Representative Payment; and (c) Plaintiffs' Counsel's attorneys' fees and expenses.

20. **Settlement Payment to Class Members:** Two Hundred Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents ($260,833.34) of the Total Eligible Settlement Amount will be divided into Individual Payments to the Settlement Class.

21. **Calculation of Individual Payments:** The Individual Payments will be calculated proportionally on each Class Member's potential overtime damages for time clocked in during grace periods before and after their shifts during the Calculation Period, as calculated by Defendant and approved by Plaintiffs' Counsel. The Individual Payments will be calculated by first determining the percentage of potential overtime damages payable to the Settlement Class, which will depend on the number of employees participating in the Settlement and their collective potential overtime damages. This percentage will be calculated by dividing $260,833.34 by the total potential overtime damages for all of the employees participating in the settlement. This percentage will then be multiplied by each Class Member's potential overtime damages to obtain the Individual Payments. The Class Members will receive no less than 28.8483% of their potential overtime damages during the Released Period in the event all of the Eligible Settlement Participants return Consent Forms (their "Minimum Settlement Payment"), and no more than 100% of their potential overtime damages (their "Maximum Settlement Payment"). The Minimum and Maximum Settlement Payments have been calculated by Plaintiffs' Counsel and Defendant's Counsel, and are provided in Appendices 1 and 2.

22. **Calculation Period:** The Calculation Period for Plaintiff and the Class shall mean the period between July 24, 2011 (the beginning of the tolling period) and June 27, 2014.

23. **Retention of Funds from Settlement Payment to Class Members:** If the Class Members receive their Maximum Settlement Payments, any additional funds leftover from the Settlement Payment to Class Members will be retained by Defendant.

24. **Treatment of Individual Payments:** The Individual Payments to the Settlement Class will be treated as payments in settlement of wage claims and shall be subject to the withholding of all applicable federal, state, and local taxes. CMHA will determine the proper tax withholding amounts in accordance with each Class Member's previously elected wage withholding instructions. Defendant will report the settlement payments on IRS Forms W-2. Defendant is responsible for payment of the employer's share of payroll taxes required by law.

25. **Class Representative Payment:** Ten Thousand Dollars ($10,000.00) of the Total Eligible Settlement Amount will be paid to Representative Plaintiff as a Class Representative Payment, in addition to his Individual Payment, in exchange for signing a general mutual release of all claims (proposed and attached as Exhibit C to the Parties' Joint Motion For Approval of Settlement), including all pending claims, against CMHA and its and its officers, commissioners,

employees, agents, affiliates, representatives, attorneys, insurers, successors, and assigns. Defendant will issue to Representative Plaintiff a Form 1099 with respect to the Class Representative Payment.

26. **Plaintiffs' Counsel's Attorneys' Fees and Expenses:** One Hundred Thirty Nine Thousand One Hundred Sixty Six Dollars and Sixty Six Cents ($139,166.66) of the Total Eligible Settlement Amount will be paid to Plaintiffs' Counsel for attorneys' fees and expenses (one third of the Total Eligible Settlement Amount in fees, $136,666.66, and $2,500.00 in expenses) incurred in the Action. Defendant will issue to Plaintiffs' Counsel a Form 1099 with respect to the attorneys' fees and expenses.

RELEASE OF CLAIMS

27. **Released Claims:** The Settlement Class will release Defendant, HUD, and any and all HUD programs, from all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action asserted in Plaintiff's Complaint, filed on June 27, 2014, including but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and the Ohio Minimum Fair Wage Standards Act, for the Released Period. In addition, the Settlement Class will release any and all statutory and common law claims, rights, demands, liabilities and causes of action based on Defendant's grace period policy, including the "Recording Hours" policy, and all time rounding claims in all weeks worked during the Released Period, including but not limited to any potential claims related to unlawful rounding of time and potential claims under the Ohio Prompt Pay Act (R.C. §4113.15), implied contract, unjust enrichment, and estoppel.

28. **Released Period:** The Released Period for Plaintiff, the Existing Opt-In Party Plaintiffs, and the "Eligible Settlement Participants" who sign and return a Consent Form shall mean the period between July 24, 2011 and the date the District Court enters final approval.

29. **Release Printed on Settlement Checks:** Each Individual Payment check will contain the following or similar statement: "Payee releases CMHA and HUD from all claims for unpaid wages and overtime raised in Case No. 1:14-cv-1409" which the Parties agree will adequately summarize the released claims. Class Members must sign the check in the space following the legend; provided, however, that the release of claims set forth on the check shall still be enforceable if any Class Member negotiates a check without a signature.

30. **Release of Attorneys' Fees and Expenses:** The payment of attorneys' fees and expenses to Plaintiffs' Counsel includes all of the attorneys' fees and expenses incurred to date and to be incurred in documenting the Settlement, securing Court approval of the Settlement, and obtaining a dismissal of the Action. In consideration for these attorneys' fees and expenses, Plaintiffs' Counsel waive any and all claims to any further attorneys' fees and expenses in connection with the Action.

APPROVAL AND DISMISSAL OF THE ACTION

31. **Cooperation**: The Parties will agree to cooperate and take all steps necessary and appropriate to obtain approval of the Settlement by HUD and the District Court, to effectuate its terms, and to dismiss the Action with prejudice.

32. **Fair, Adequate and Reasonable Settlement**: The Parties will agree that the Settlement is fair, adequate, and reasonable, and will so represent to HUD and the District Court.

33. **Approval of Settlement by HUD**: Defendant agrees to seek approval from HUD within thirty (30) days of the Parties entering into this Agreement, as executed by Plaintiff. Plaintiff shall execute this Agreement to be submitted to HUD for approval, and CMHA shall execute this Agreement promptly upon receiving HUD approval.

34. **Joint Motion for Approval of Settlement**: Within seven (7) days after this Agreement is approved by HUD, the Parties will jointly move the Court for entry of an order, proposed and attached as Exhibit D to the Parties' Joint Motion For Approval of Settlement, granting final approval of the Settlement, approving the form, content, and method of distribution of the notice to Eligible Settlement Participants, approving the amounts payable to Representative Plaintiff, Class Members and Plaintiffs' Counsel, and entering judgment dismissing the Action with prejudice.

35. **Dismissal With Prejudice of the Action**: Upon entry of the District Court's final approval order, the Action shall be dismissed with prejudice and final judgment shall be entered, with each party to bear its own costs.

SETTLEMENT ADMINISTRATION

36. **Settlement Administrator**: The Parties have agreed to the appointment of Kurtzman Carson Consultants ("KCC") to perform the duties of a Settlement Administrator for the purpose of distributing the Notice and Consent Forms, issuing Individual Payments to the Class Members, and other responsibilities described herein. The Settlement Administrator will report, in summary or narrative form, the substance of its activities. The Settlement Administrator shall be required to permit any of the undersigned counsel or their duly designated agents to inspect and audit, at reasonable times, all records of the Settlement Administrator pertaining to its activities. All disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out. The Settlement Administrator and all costs of administration will be paid by Defendant.

37. **Contact Information for Class Members**: Within five (5) days after the District Court grants final approval of the Settlement, Defendant will provide to Plaintiffs' Counsel a spreadsheet containing the names (but not the addresses, telephone numbers, or any other contact information) of the Existing Opt-In Party Plaintiffs and Eligible Settlement Participants, according to records maintained by Defendant. Within five (5) days after the District Court

grants final approval of the Settlement, Defendant will provide to the Settlement Administrator a spreadsheet containing the name, last known home address (including zip code), and last known telephone number of the Existing Opt-In Party Plaintiffs and Eligible Settlement Participants according to records maintained by Defendant including any updated addresses obtained by Plaintiffs' Counsel. Plaintiffs' Counsel agree that any personal information for the Eligible Settlement Participants they obtain from any source will only be used for responding to inquiries from Eligible Settlement Participants until the matter is concluded. Defendant will also provide the Existing Opt-In Party Plaintiffs' and Eligible Settlement Participants' Social Security numbers to the Settlement Administrator to trace undeliverable notices and Individual Payments that are returned to the Settlement Administrator. Plaintiffs' Counsel and the Settlement Administrator shall keep all personal information of Eligible Settlement Participants confidential and shall only use it for purposes consistent with this Agreement.

38. **Distribution of Notice and Consent Forms:** The Settlement Administrator will distribute the Notice and Consent Forms to the Eligible Settlement Participants via First-Class Mail within fourteen (14) days after the District Court grants final approval of the Settlement. The Settlement Administrator will perform address updating through the National Change of Address Database before the Notice and Consent Forms are mailed. If any Notices and Consent Forms are returned as undeliverable, the Settlement Administrator will advise Plaintiffs' Counsel and Defendant's Counsel, and will make reasonable efforts to locate the Class Members and re-send the Notices and Consent Forms. A declaration will be provided by the Settlement Administrator to Plaintiffs' Counsel and Defendant's Counsel attesting to the fact that the Settlement Administrator has complied with the terms of this stipulation.

39. **Consent Period and Return of Consent Forms:** In order to receive a payment under this Settlement, the Eligible Settlement Participants must sign and return the Consent Form attached as Exhibit B to the Parties' Joint Motion for Approval of Settlement. The Eligible Settlement Participants may return Consent Forms to the Settlement Administrator within sixty (60) days after the mailing of the notice. The Consent Forms must be emailed, faxed, or postmarked to the Settlement Administrator within the sixty (60) day period to be timely. Any Consent Forms emailed, faxed, or postmarked to Plaintiffs' Counsel or Defendant's Counsel within the sixty (60) day period will also be timely, and will be forwarded to the Settlement Administrator and the other Party's Counsel.

40. **Filing of Consent Forms:** Upon receipt of the signed Consent Forms from Eligible Settlement Participants, the Settlement Administrator will email the Consent Forms to Plaintiffs' Counsel and Defendant's counsel, on a daily basis, to be filed by Plaintiffs' Counsel with the Court. Within seven (7) days after the consent period is completed, all of the Eligible Opt-In Party Plaintiffs' Consent Forms must be filed with the District Court.

41. **Filing of Schedule of Individual Payments:** A Schedule of Individual Payments to the Class Members, calculated pursuant to paragraph 21, shall be filed with the Court within seven (7) days after the consent period is completed.

42. **Distribution of Individual Payments to Class Members:** Defendant will issue the Individual Payment checks payable to the Class Members (minus all withholdings required

by law) and send them to the Settlement Administrator for distribution within thirty (30) days after the consent period is completed. The Settlement Administrator will mail the Individual Payment checks to the Class Members within fourteen (14) days after receiving the checks from CMHA. If any Individual Payment checks are returned as undeliverable, the Settlement Administrator will advise Plaintiffs' Counsel and Defendant's Counsel, and will make reasonable efforts to locate the Class Members and re-send the checks. The Individual Payments shall remain negotiable for a ninety (90) day period after the date of the initial distribution. Individual Payments that have not been cashed within this time frame will become non-negotiable and void. Any checks that become lost, non-negotiable or void during an eight (8) month period after the initial distribution will be reissued to any Class Member upon request and without charge to the Class Member.

43. **Distribution of Payments to Representative Plaintiff and Plaintiffs' Counsel:** Defendant will issue the checks payable to Representative Plaintiff for his Individual Payment and Class Representative Payment, and a check payable to Plaintiffs' Counsel for the attorneys' and expenses, and send them directly to Plaintiffs' Counsel within thirty (30) days after the consent period is completed.

44. **Unclaimed Payments:** For all Individual Payments that remain unpaid after the 90-day void period, within two (2) days of the expiration of the 90-day void period, the Settlement Administrator will perform one LexisNexis credit-header search to obtain an updated address and phone number and will attempt to contact the Class Member at the updated address and telephone number, if one is available, within seven (7) days of obtaining the updated contact information. If the Settlement Administrator is able to contact the Class Member, an Individual Payment with a 90-day void period (from the date the updated address and phone number search begins) will be reissued to the Class Member's current address. To the extent there are any Individual Payments to any Class Members that are unclaimed or not distributed, such as undeliverable or uncashed settlement checks, the Settlement Administrator and Defendant will advise Plaintiffs' Counsel and Defendant's Counsel of such amounts once every two (2) months. Any amounts not cashed after eight (8) months of the initial distribution of the settlement checks shall be paid to the CMHA Tenants Organization or other mutually agreeable charitable organization.

45. **Memorandum to Supervisors and Hourly Employees:** At least three (3) days prior to the issuance of the notice to Eligible Settlement Participants, CMHA agrees to issue a memorandum to all of its supervisors and hourly non-exempt employees advising them that they will receive the Notice about the Settlement; that they have a right to participate in the Settlement and to opt-in to the Settlement Class; that an employee's decision to participate in the Settlement is entirely voluntary; and that employees will not be subjected to any retaliation if they choose to opt in and become Class Members. Plaintiffs' Counsel and Defendant's Counsel will approve the language in the memorandum.

PARTIES' AUTHORITY

46. The respective signatories to the Settlement represent that they are fully authorized to enter into this Settlement and bind the respective Parties to its terms and conditions.

MUTUAL FULL COOPERATION

47. The Parties and their respective counsel agree to cooperate fully with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and such other actions as may reasonably be necessary to implement the terms of this Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

STATEMENTS TO THE MEDIA

48. Representative Plaintiff and his counsel agree to not initiate contact with the media regarding the Settlement. In the event the Representative Plaintiff and his counsel are contacted by the media, the Representative Plaintiff and his counsel may provide a statement stating solely that they "have resolved claims of a class of hourly employees of CMHA who alleged that they performed work during 10-minute grace periods before and after their shift." Additionally, if asked to comment about the settlement, Representative Plaintiff and his counsel may reiterate only those facts or statements contained in the Notice that has been mailed to the Class Members, but only after the Notice has been mailed.

NO PRIOR ASSIGNMENTS

49. The Parties and Plaintiffs' Counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged in this Settlement.

NO ADMISSION OF LIABILITY

50. Nothing contained in the Settlement shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant.

BREACH

51. If either Party breaches any of the terms and conditions of this Settlement, the non-breaching Party shall be entitled to reasonable attorneys' fees and expenses incurred to enforce the terms and conditions contained herein.

CONSTRUCTION

52. The Parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, and arms-length negotiations between the Parties and that this Settlement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement.

53. Paragraph titles 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 term of this Settlement is contractual and not merely a recital.

54. This Settlement shall be subject to and governed by the laws of the State of Ohio.

JURISDICTION

55. The parties will request that the Court expressly retain jurisdiction to enforce the terms of the Settlement, including the notice administration, addition of Opt-In Party Plaintiffs and distribution process.

MODIFICATION

56. This Agreement may not be changed, altered or modified, except in writing, signed by counsel for the Parties, and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by counsel for the Parties. Notwithstanding the foregoing sentences, without further Order of the Court, the Parties may agree in writing to extensions of time to carry out any of the provisions of this Agreement.

INTEGRATION CLAUSE

57. This Settlement contains the entire agreement between the Parties, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, relating to the resolution of the Action, are merged in this Settlement. No rights under this Settlement may be waived except in writing signed by the Parties.

BINDING ON ASSIGNS

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

CLASS SIGNATORIES

59. Representative Plaintiff executes this Settlement on behalf of himself and in his representative capacity on behalf the Settlement Class. It is agreed that it is burdensome to have

all of the Class Members execute this Agreement. This Agreement shall have the same force and effect as if each Class Member executed this Agreement.

COUNTERPARTS

60. This Settlement may be executed in counterparts, and may be signed electronically via PDF. When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. Electronic and facsimile transmissions of this Settlement shall be deemed originals.

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

Dated: Mar 18, 2015

ELKANARD SMITH

Elkanard Smith Jr.
Elkanard Smith Jr. (Mar 18, 2015)

Representative Plaintiff, Individually
and on Behalf of the Class Members

Dated: 4/13/15

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

By: _____

Its: Chief Executive Officer

Dated: Mar 19, 2015

ANTHONY J. LAZZARO
THE LAZZARO LAW FIRM, LLC

Anthony J. Lazzaro
Anthony J. Lazzaro (Mar 19, 2015)

By: _____
Attorney for Plaintiff and the Class Members

Dated: 4/13/15

ROBERT M. WOLFF
LITTLER MENDELSON, P.C.

By: _____
Attorney for Defendant

Firmwide:132045278.2 056367.1033

Appendix 1
Existing Opt-In Party Plaintiffs

EMPLOYEE	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
Terrell Adams	$635.97	$2,204.52
Andre Allen	$524.58	$1,818.42
Mary Ann Andrews	$484.43	$1,679.24
Shaunte Antoine-Matthews	$131.57	$456.08
Travian Atkins	$659.49	$2,286.06
Jackie Bell	$425.17	$1,473.81
Virginia Bissell-Smith	$481.75	$1,669.95
John Blyler	$541.68	$1,877.69
Carl Calloway	$591.79	$2,051.38
Angel Edge	$173.73	$602.21
Carlos Feliciano	$604.70	$2,096.13
Terrence Foxworth	$309.86	$1,074.09
Willie Mae Griffin	$220.68	$764.97
Gia Herod	$268.32	$930.10
Alphonso Hickman	$670.63	$2,324.68
Sharlisa Hill	$837.24	$2,902.20
Nelson Johnson	$566.84	$1,964.92
Michael Jones	$0.76	$2.62
Gloria Lee-Greene	$461.28	$1,598.98
Shirley Martin	$196.47	$681.06
John Matthews	$147.97	$512.92
Sheronda McCruter	$435.87	$1,510.90
Elisabeth McGraw	$484.97	$1,681.11
Dwight McKinney	$419.25	$1,453.30
Antoine Peck	$398.32	$1,380.73
Damita Phillips	$411.56	$1,426.65
Carl Pointer	$336.17	$1,165.32
Michael Prince	$425.03	$1,473.32
Natalie Serrano	$412.67	$1,430.49
Ceyon Swoope	$270.02	$936.00
Alice Thomas	$437.18	$1,515.44
Rhonda Vincent	$183.26	$635.25

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1000	Santiago, Leslie A Total	Santiago	Leslie	A	$455.03	$1,577.32
1004	Guinn, Melvin Total	Guinn	Melvin	NULL	$72.32	$250.68
1008	Branch, Antonio D Total	Branch	Antonio	D	$213.40	$739.72
1010	Leon, Manuel Total	Leon	Manuel	NULL	$327.47	$1,135.15
1011	Butler, Charlotte Y Total	Butler	Charlotte	Y	$327.92	$1,136.70
1014	Vroman, George Total	Vroman	George	NULL	$195.82	$678.79
1016	Johnson, Robert Total	Johnson	Robert	NULL	$562.82	$1,950.95
1024	Taylor, Joyce L Total	Taylor	Joyce	L	$336.97	$1,168.06
1027	Norris, Benny Total	Norris	Benny	NULL	$679.57	$2,355.66
1031	Crowder, Ruth Total	Crowder	Ruth	NULL	$203.94	$706.94
1032	Poulson, Lester Total	Poulson	Lester	NULL	$432.89	$1,500.59
1045	Charlton Jr, Sherman S Total	Charlton Jr	Sherman	S	$390.57	$1,353.89
1049	Belcher, Kim M Total	Belcher	Kim	M	$982.03	$3,404.13
1053	Raum, Jennette L Total	Raum	Jennette	L	$66.59	$230.82
1057	Walton, Denise D Total	Walton	Denise	D	$764.90	$2,651.45
1058	Higdon, Connie V Total	Higdon	Connie	V	$302.40	$1,048.25
1060	Phillips, Brenda M Total	Phillips	Brenda	M	$482.93	$1,674.04
1061	Carrington, Sharon M Total	Carrington	Sharon	M	$920.23	$3,189.91
1066	Suber-Bey, Terrissi Y Total	Suber-Bey	Terrissi	Y	$930.59	$3,225.79
1073	Tidwell, Robert E Total	Tidwell	Robert	E	$373.79	$1,295.72
1082	Barrett, Geraldine Total	Barrett	Geraldine	NULL	$121.95	$422.74
1084	Baker, Ronald D Total	Baker	Ronald	D	$200.38	$694.61
1085	Morris, Roland A Total	Morris	Roland	A	$1,010.81	$3,503.90
1086	Clayton, Alan H Total	Clayton	Alan	H	$116.15	$402.62
1087	Wilson, Anthony C Total	Wilson	Anthony	C	$436.96	$1,514.68
1088	Moore, Sandra Total	Moore	Sandra	NULL	$416.55	$1,443.94
1089	Childress, Robert Total	Childress	Robert	NULL	$120.69	$418.37
1092	Wells, Gregory Total	Wells	Gregory	NULL	$77.74	$269.48
1096	Sherels Sr, Eric Total	Sherels Sr	Eric	NULL	$409.65	$1,420.02
1097	Ali, Saleem Ramisu I Total	Ali	Saleem	I	$117.54	$407.45
1098	Montgomery, Gregory Total	Montgomery	Gregory	NULL	$484.52	$1,679.55
1099	Ragland, Marvin Total	Ragland	Marvin	NULL	$251.25	$870.92
1100	Bosque, Evelyn Total	Bosque	Evelyn	NULL	$689.15	$2,388.88
1106	Morris, Aaron Total	Morris	Aaron	NULL	$155.25	$538.17
1109	Bosque, Maritza Total	Bosque	Maritza	NULL	$373.38	$1,294.28
1112	Perkins II, Donald S Total	Perkins II	Donald	S	$825.07	$2,860.04
1115	Lastuka, Jerry M Total	Lastuka	Jerry	M	$40.72	$141.17
1123	Grimes, Cornell A Total	Grimes	Cornell	A	$168.93	$585.59
1125	Jones, Donald R Total	Jones	Donald	R	$437.52	$1,516.63
1127	Safos, Zach S Total	Safos	Zach	S	$743.85	$2,578.50
1128	Thompson, Crystal M Total	Thompson	Crystal	M	$550.70	$1,908.94
1129	Wiley, Antonietta M Total	Wiley	Antonietta	M	$285.43	$989.42
1130	Jones, Larry H Total	Jones	Larry	H	$116.61	$404.21
1131	Nichols, Kipper Total	Nichols	Kipper	NULL	$1,041.21	$3,609.25
1135	Day, Kenneth Total	Day	Kenneth	NULL	$435.65	$1,510.13
1140	Ware, Raythan D Total	Ware	Raythan	D	$551.55	$1,911.91
1141	Tolbert, Lisa Total	Tolbert	Lisa	NULL	$567.48	$1,967.12
1142	Brown, James Total	Brown	James	NULL	$572.92	$1,985.98
1143	Mac Lennan, David W Total	Mac Lennan	David	W	$174.36	$604.42
1145	Mango, Charles Total	Mango	Charles	NULL	$350.07	$1,213.48
1148	Swindell, Brian Total	Swindell	Brian	NULL	$742.11	$2,572.47
1150	Smith, Leticia C Total	Smith	Leticia	C	$1,161.96	$4,027.82
1155	Kuska, Steve A Total	Kuska	Steve	A	$226.80	$786.18
1156	Horton, Betty J Total	Horton	Betty	J	$151.33	$524.57
1157	Lowe, Deborah Total	Lowe	Deborah	NULL	$514.31	$1,782.80
1158	Clayton, Melvin Total	Clayton	Melvin	NULL	$269.71	$934.92
1159	Johnson, Billyon J Total	Johnson	Billyon	J	$454.97	$1,577.12
1171	Vaughn, Steven L Total	Vaughn	Steven	L	$172.12	$596.63
1173	Church, Sheila R Total	Church	Sheila	R	$105.45	$365.55
1174	Moore Jr, Henry Total	Moore Jr	Henry	NULL	$467.32	$1,619.92

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1175	Cannon, Brooke L Total	Cannon	Brooke	L	$170.24	$590.13
1187	Johnson, Will Total	Johnson	Will	NULL	$394.41	$1,367.18
1193	Kelly, Thomas F Total	Kelly	Thomas	F	$500.71	$1,735.66
1197	Justus, Estel L Total	Justus	Estel	L	$334.45	$1,159.33
1198	Butler, Eileen Total	Butler	Eileen	NULL	$286.12	$991.80
1199	Horsey, Jacqueline R Total	Horsey	Jacqueline	R	$274.68	$952.14
1200	Walker, Brian K Total	Walker	Brian	K	$144.12	$499.58
1203	Crutchfield, Deborah D Total	Crutchfield	Deborah	D	$238.50	$826.74
1207	Banks, Yamicko N Total	Banks	Yamicko	N	$68.43	$237.22
1208	Walker, Phillip C Total	Walker	Phillip	C	$534.41	$1,852.50
1210	Gaines, Michael Total	Gaines	Michael	NULL	$348.08	$1,206.57
1211	Petite, Denise M Total	Petite	Denise	M	$91.66	$317.73
1212	Barker, Derrick Total	Barker	Derrick	NULL	$361.08	$1,251.66
1214	McMillan, Amy D Total	McMillan	Amy	D	$415.41	$1,439.98
1217	Linder, Gerald Total	Linder	Gerald	NULL	$349.09	$1,210.11
1219	Flonnoy, Eric Total	Flonnoy	Eric	NULL	$390.21	$1,352.64
1222	Mitchell, Robert Total	Mitchell	Robert	NULL	$73.00	$253.06
1223	Budoi, Eugene Total	Budoi	Eugene	NULL	$187.79	$650.96
1224	Otto, James A Total	Otto	James	A	$853.70	$2,959.26
1228	Gardner, James Total	Gardner	James	NULL	$717.18	$2,486.05
1230	Mills, Jacquelyn M Total	Mills	Jacquelyn	M	$464.36	$1,609.65
1233	Hopkins, Steven C Total	Hopkins	Steven	C	$624.81	$2,165.84
1235	Higginbotham, William Total	Higginbotham	William	NULL	$134.94	$467.76
1236	McIntyre, Gregory Total	McIntyre	Gregory	NULL	$484.72	$1,680.23
1238	Freeman, Joan E Total	Freeman	Joan	E	$269.57	$934.44
1239	Penn, Emily Total	Penn	Emily	NULL	$64.59	$223.88
1241	Hopkins, Ronald Total	Hopkins	Ronald	NULL	$552.34	$1,914.64
1243	Morgan, Jimieth M Total	Morgan	Jimieth	M	$629.29	$2,181.38
1244	Moncrief, Nellie Total	Moncrief	Nellie	NULL	$365.27	$1,266.18
1247	Stevenson, Ralonda Y Total	Stevenson	Ralonda	Y	$477.94	$1,656.74
1248	Jefferies, John K Total	Jefferies	John	K	$632.90	$2,193.89
1249	Bachelor Jr, Arrie Total	Bachelor Jr	Arrie	NULL	$239.52	$830.28
1252	Hammond, Willie T Total	Hammond	Willie	T	$174.95	$606.46
1259	Peah, Alfred K Total	Peah	Alfred	K	$452.16	$1,567.37
1267	Arnold, Lawrence Total	Arnold	Lawrence	NULL	$213.54	$740.23
1269	Tegel, Paul R Total	Tegel	Paul	R	$970.61	$3,364.52
1271	Carter Jr, Henry Total	Carter Jr	Henry	NULL	$847.39	$2,937.42
1274	Alexander, James C Total	Alexander	James	C	$489.27	$1,696.01
1276	Crawford, Michael A Total	Crawford	Michael	A	$141.38	$490.09
1277	Jackson, David A Total	Jackson	David	A	$244.62	$847.95
1278	Rucker, Carol Total	Rucker	Carol	NULL	$115.80	$401.40
1280	Hall, Lawrence Total	Hall	Lawrence	NULL	$669.31	$2,320.10
1281	Little, Malcolm J Total	Little	Malcolm	J	$508.18	$1,761.55
1284	Banks, Brian Total	Banks	Brian	NULL	$254.40	$881.86
1286	Cromwell, Angelique C Total	Cromwell	Angelique	C	$210.10	$728.29
1289	Clardy-Macdonald, Doris M Total	Clardy-Macdonald	Doris	M	$377.54	$1,308.70
1290	Mitchell III, Richard W Total	Mitchell III	Richard	W	$571.01	$1,979.35
1291	Albach, Donnetta J Total	Albach	Donnetta	J	$296.38	$1,027.37
1292	Khan, Ruhana Total	Khan	Ruhana	NULL	$347.50	$1,204.57
1297	Torres Jr, Tomas Total	Torres Jr	Tomas	NULL	$709.12	$2,458.10
1299	Gromofsky, Valerie Total	Gromofsky	Valerie	NULL	$404.29	$1,401.42
1301	Dunham, Robert E Total	Dunham	Robert	E	$295.89	$1,025.68
1309	Mays, Mary Total	Mays	Mary	NULL	$1,116.71	$3,870.98
1310	Williams, David L Total	Williams	David	L	$495.39	$1,717.22
1311	Ali, Yusuf A Total	Ali	Yusuf	A	$56.88	$197.16
1315	Robinson, Willie F Total	Robinson	Willie	F	$28.82	$99.92
1318	Sumbry, Gregory Total	Sumbry	Gregory	NULL	$213.31	$739.43
1319	Tsolakis, Chris Total	Tsolakis	Chris	NULL	$296.55	$1,027.95
1321	Calhoun, William E Total	Calhoun	William	E	$223.03	$773.11
1322	Cobbs, Charles Total	Cobbs	Charles	NULL	$325.95	$1,129.87

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1323	Kaspar, Andrew Total	Kaspar	Andrew	NULL	$358.11	$1,241.35
1326	Russell, David H Total	Russell	David	H	$391.14	$1,355.84
1327	Troyer, Theodore E Total	Troyer	Theodore	E	$30.18	$104.63
1335	Hackney, Marcus Total	Hackney	Marcus	NULL	$300.37	$1,041.21
1338	Gibson Jr, James Total	Gibson Jr	James	NULL	$256.01	$887.42
1347	Davis, Teresa Total	Davis	Teresa	NULL	$501.79	$1,739.40
1349	Blair, Andre Total	Blair	Andre	NULL	$809.73	$2,806.84
1354	Cordero, Julio Total	Cordero	Julio	NULL	$76.40	$264.82
1355	Freeman, Victor L Total	Freeman	Victor	L	$30.01	$104.02
1357	Mulloy, Lisa R Total	Mulloy	Lisa	R	$94.87	$328.86
1359	Smith, Roberta Total	Smith	Roberta	NULL	$755.26	$2,618.03
1362	Barnwell, Doyle Total	Barnwell	Doyle	NULL	$440.22	$1,525.98
1363	McIntyre, Kathleen Total	McIntyre	Kathleen	NULL	$459.38	$1,592.40
1365	Rutherford, Arthur F Total	Rutherford	Arthur	F	$29.73	$103.06
1367	Spain, Brenda A Total	Spain	Brenda	A	$468.52	$1,624.09
1369	Scott, Harold Total	Scott	Harold	NULL	$634.62	$2,199.86
1371	Walker, Sharon Total	Walker	Sharon	NULL	$512.32	$1,775.90
1378	Bond, Anna M Total	Bond	Anna	M	$190.36	$659.85
1379	Burke, Alfred Total	Burke	Alfred	NULL	$129.97	$450.52
1386	Smith, Emanuel Total	Smith	Emanuel	NULL	$67.32	$233.35
1387	McKissack, Fred D Total	McKissack	Fred	D	$485.99	$1,684.64
1388	Holland, Charles Total	Holland	Charles	NULL	$368.49	$1,277.33
1390	Patrick, Mae H Total	Patrick	Mae	H	$1,329.37	$4,608.14
1391	Kucera, Robert L Total	Kucera	Robert	L	$45.15	$156.51
1393	Jones, Angelo Total	Jones	Angelo	NULL	$444.23	$1,539.88
1397	Montague, Nicholas K Total	Montague	Nicholas	K	$408.30	$1,415.35
1398	Miller Sr, Russell D Total	Miller Sr	Russell	D	$52.21	$180.98
1399	West, Chanel Total	West	Chanel	NULL	$56.94	$197.38
1405	Wordlaw, Vickie Total	Wordlaw	Vickie	NULL	$190.22	$659.38
1407	Howard, Lester N Total	Howard	Lester	N	$345.52	$1,197.70
1409	Jones, James E Total	Jones	James	E	$132.83	$460.44
1412	Tramble, Sharon M Total	Tramble	Sharon	M	$532.25	$1,844.99
1414	Naim, Timothy Total	Naim	Timothy	NULL	$688.26	$2,385.78
1418	Smith, Keith L Total	Smith	Keith	L	$174.55	$605.07
1419	Walsh, Brian J Total	Walsh	Brian	J	$637.85	$2,211.07
1420	Wallace, Lawrence Total	Wallace	Lawrence	NULL	$364.65	$1,264.02
1427	Coker, Barbara T Total	Coker	Barbara	T	$7.11	$24.65
1430	Moore, Willie Total	Moore	Willie	NULL	$201.50	$698.50
1435	Ball, Myrtlelene Total	Ball	Myrtlelene	NULL	$626.92	$2,173.15
1436	Gibbs, Candaice D Total	Gibbs	Candaice	D	$364.28	$1,262.74
1437	Thornton, Robert D Total	Thornton	Robert	D	$422.44	$1,464.36
1439	Henry, Ricky C Total	Henry	Ricky	C	$212.18	$735.50
1441	Hinkle, Thomas R Total	Hinkle	Thomas	R	$185.96	$644.61
1443	Lucas, Darryl E Total	Lucas	Darryl	E	$236.46	$819.66
1444	Jeffrey, Cedric C Total	Jeffrey	Cedric	C	$613.54	$2,126.80
1449	Williams, Laverne Total	Williams	Laverne	NULL	$530.28	$1,838.16
1450	Stewart, Anthony Q Total	Stewart	Anthony	Q	$270.19	$936.61
1452	Rucker, Albert T Total	Rucker	Albert	T	$374.89	$1,299.54
1453	Perkins, Anthony Total	Perkins	Anthony	NULL	$186.67	$647.08
1456	Cook Sr, Adolph Total	Cook Sr	Adolph	NULL	$101.96	$353.42
1460	Clark, Fred Total	Clark	Fred	NULL	$325.06	$1,126.79
1464	McWilliams, Deborah S Total	McWilliams	Deborah	S	$355.27	$1,231.50
1465	Kelly, Donna Total	Kelly	Donna	NULL	$1,494.39	$5,180.16
1467	Grimes, Rose Total	Grimes	Rose	NULL	$465.17	$1,612.45
1468	Cattren, William K Total	Cattren	William	K	$69.62	$241.34
1469	Lanton, Theresa Total	Lanton	Theresa	NULL	$312.56	$1,083.47
1470	Williams, Thomas E Total	Williams	Thomas	E	$72.37	$250.88
1473	Thompson, Dana N Total	Thompson	Dana	N	$35.36	$122.59
1481	Spigner, Michael A Total	Spigner	Michael	A	$263.80	$914.44
1482	Kolb, Stephen J Total	Kolb	Stephen	J	$371.94	$1,289.30

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1483	Austin, Edna Total	Austin	Edna	NULL	$151.39	$524.79
1484	Walker, Ronald Total	Walker	Ronald	NULL	$408.59	$1,416.33
1485	Miller, Donald W Total	Miller	Donald	W	$439.10	$1,522.11
1487	Pitts, Barbara J Total	Pitts	Barbara	J	$70.94	$245.90
1495	Harris, James E Total	Harris	James	E	$81.69	$283.16
1497	Smith III, Robert Total	Smith III	Robert	NULL	$1,033.40	$3,582.18
1498	Jones, Augusta Total	Jones	Augusta	NULL	$475.55	$1,648.45
1501	Pride-Allen, Nicole E Total	Pride-Allen	Nicole	E	$1,724.14	$5,976.56
1504	Thomas, Holly Total	Thomas	Holly	NULL	$235.81	$817.41
1507	Alston, Charlean Total	Alston	Charlean	NULL	$42.42	$147.04
1509	Bly, David L Total	Bly	David	L	$166.56	$577.36
1514	Watt, Trekisha Total	Watt	Trekisha	NULL	$168.45	$583.93
1515	Maxwell, Angela L Total	Maxwell	Angela	L	$393.81	$1,365.10
1516	Lyde, Oscar T Total	Lyde	Oscar	T	$257.42	$892.34
1521	Rasheed, Khalil A Total	Rasheed	Khalil	A	$195.44	$677.49
1523	Taylor, William J Total	Taylor	William	J	$495.86	$1,718.86
1524	Moose, Robert Total	Moose	Robert	NULL	$104.92	$363.70
1531	Ortiz, Marc A Total	Ortiz	Marc	A	$48.58	$168.39
1535	Tirado, Diane Total	Tirado	Diane	NULL	$126.73	$439.30
1536	Jones, Lavelle D Total	Jones	Lavelle	D	$583.11	$2,021.31
1538	Valentine Jr, Milburn K Total	Valentine Jr	Milburn	K	$281.66	$976.36
1539	Foster, Tiashonna M Total	Foster	Tiashonna	M	$281.09	$974.39
1541	Lewis Jr, James Total	Lewis Jr	James	NULL	$260.13	$901.73
1542	Colvin, Donna M Total	Colvin	Donna	M	$473.02	$1,639.70
1543	Moore, Teresa L Total	Moore	Teresa	L	$557.08	$1,931.07
1546	Settles, Louis E Total	Settles	Louis	E	$435.25	$1,508.77
1549	Morgan, Ray G Total	Morgan	Ray	G	$85.68	$296.99
1551	Matza, Murray L Total	Matza	Murray	L	$13.63	$47.24
1552	Lane, Robert J Total	Lane	Robert	J	$773.51	$2,681.32
1553	Prestamo, Eric Total	Prestamo	Eric	NULL	$234.21	$811.88
1556	Atwater, Monica L Total	Atwater	Monica	L	$233.88	$810.73
1559	Taylor, Cheryl R Total	Taylor	Cheryl	R	$1,313.32	$4,552.51
1562	Jones, Johnnie Total	Jones	Johnnie	NULL	$540.38	$1,873.17
1566	Strickland, Donald E Total	Strickland	Donald	E	$357.20	$1,238.19
1568	Jackson, Raymond D Total	Jackson	Raymond	D	$259.68	$900.17
1569	Roberts Jr., Carl Total	Roberts Jr.	Carl	NULL	$115.39	$399.99
1572	Saunders, Archie Total	Saunders	Archie	NULL	$382.72	$1,326.67
1573	Morris, Dwight Total	Morris	Dwight	NULL	$453.45	$1,571.84
1575	Hambline, Russell Total	Hambline	Russell	NULL	$186.83	$647.63
1576	Salter, Yvonne Total	Salter	Yvonne	NULL	$295.09	$1,022.91
1579	Harper, Ronald G Total	Harper	Ronald	G	$169.56	$587.77
1581	James, Timothy L Total	James	Timothy	L	$232.36	$805.45
1583	Glenn, Elizabeth Total	Glenn	Elizabeth	NULL	$704.56	$2,442.31
1586	Barnett, Rodney S Total	Barnett	Rodney	S	$292.01	$1,012.23
1589	Reynolds, David C Total	Reynolds	David	C	$151.58	$525.46
1590	Parks, Glendon D Total	Parks	Glendon	D	$375.77	$1,302.58
1594	Simon, Terell Total	Simon	Terell	NULL	$127.57	$442.22
1596	Coleman, Sharlette M Total	Coleman	Sharlette	M	$389.61	$1,350.56
1597	Watson, Thomas C Total	Watson	Thomas	C	$8.13	$28.18
1599	Fountain, Donna M Total	Fountain	Donna	M	$284.65	$986.71
1600	Homerick, Dale E Total	Homerick	Dale	E	$128.79	$446.43
1602	Reeves, Donald Total	Reeves	Donald	NULL	$348.79	$1,209.06
1606	Rives, Eric E Total	Rives	Eric	E	$142.04	$492.38
1614	Hardy, Rosa L Total	Hardy	Rosa	L	$553.70	$1,919.35
1619	Tremble, Rhonda D Total	Tremble	Rhonda	D	$17.18	$59.54
1621	Rice, Crystal J Total	Rice	Crystal	J	$623.94	$2,162.84
1622	Hermensky, Paul B Total	Hermensky	Paul	B	$187.55	$650.11
1627	Harris Sr, Brian T Total	Harris Sr	Brian	T	$102.39	$354.92
1630	Kennedy, Maurice G Total	Kennedy	Maurice	G	$353.90	$1,226.78
1632	Wright, James L Total	Wright	James	L	$368.63	$1,277.81

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Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1635	Wallace, Melvin J Total	Wallace	Melvin	J	$302.59	$1,048.89
1637	McCain, Deborah A Total	McCain	Deborah	A	$701.79	$2,432.68
1638	Mc Call, Nathaniel Total	Mc Call	Nathaniel	NULL	$275.76	$955.91
1642	Jones, Vickie Total	Jones	Vickie	NULL	$219.98	$762.54
1643	Hamilton, Al S Total	Hamilton	Al	S	$337.69	$1,170.56
1645	Johnson, Quilla Total	Johnson	Quilla	NULL	$378.12	$1,310.73
1649	Golson, Susan Total	Golson	Susan	NULL	$459.83	$1,593.96
1653	Daniels, Darnell Total	Daniels	Darnell	NULL	$710.31	$2,462.23
1655	Taylor-Heard, Rhonda F Total	Taylor-Heard	Rhonda	F	$273.07	$946.56
1657	Jones, Gwendolyn J Total	Jones	Gwendolyn	J	$146.87	$509.11
1658	Brown, Selena M Total	Brown	Selena	M	$667.20	$2,312.78
1662	Rattiliff, Valerie Total	Rattiliff	Valerie	NULL	$656.01	$2,273.99
1665	Gardner, Lynn L Total	Gardner	Lynn	L	$46.35	$160.66
1667	Echeverria, Ximena V Total	Echeverria	Ximena	V	$350.83	$1,216.13
1669	Williams, Jason A Total	Williams	Jason	A	$621.14	$2,153.13
1671	Harris, Kimberly V Total	Harris	Kimberly	V	$38.15	$132.24
1675	Drake III, Shirley E Total	Drake III	Shirley	E	$1,067.47	$3,700.30
1680	Caldwell, Jeffrey A Total	Caldwell	Jeffrey	A	$461.42	$1,599.46
1685	Hood, Ulysses E Total	Hood	Ulysses	E	$508.32	$1,762.04
1688	Palek, Thomas Total	Palek	Thomas	NULL	$55.28	$191.61
1691	Schauer, Robert Total	Schauer	Robert	NULL	$256.75	$889.99
1692	Patton, Evelyn Total	Patton	Evelyn	NULL	$843.52	$2,924.00
1693	Jackson, John R Total	Jackson	John	R	$278.58	$965.68
1697	Perkins, Kevin Total	Perkins	Kevin	NULL	$336.68	$1,167.07
1699	Smith, Elkanard Total	Smith	Elkanard	NULL	$389.84	$1,351.34
1702	Sanderfer, Darnella Total	Sanderfer	Darnella	NULL	$24.02	$83.26
1703	Eppinger, Alisha C Total	Eppinger	Alisha	C	$126.39	$438.12
1710	Edgerson, Cathy M Total	Edgerson	Cathy	M	$754.82	$2,616.53
1712	Moore, Britt Total	Moore	Britt	NULL	$351.92	$1,219.90
1713	Starr, Charles Total	Starr	Charles	NULL	$483.10	$1,674.62
1716	Santiago Jr, Miguel A Total	Santiago Jr	Miguel	A	$708.93	$2,457.44
1717	Feaster, Karmela Total	Feaster	Karmela	NULL	$485.26	$1,682.10
1718	Drew, Gregory A Total	Drew	Gregory	A	$607.35	$2,105.33
1720	McClain, Tyron D Total	McClain	Tyron	D	$266.04	$922.19
1724	Collins, Clifford E Total	Collins	Clifford	E	$535.67	$1,856.87
1725	Houston, Wesley Total	Houston	Wesley	NULL	$166.26	$576.34
1726	Cammon, Delphine Total	Cammon	Delphine	NULL	$34.59	$119.90
1728	Hines, Louis H Total	Hines	Louis	H	$166.92	$578.61
1729	Tarr, Brenda L Total	Tarr	Brenda	L	$611.32	$2,119.07
1731	McLeod, Michael W Total	McLeod	Michael	W	$389.83	$1,351.31
1732	Durr, Ebony M Total	Durr	Ebony	M	$471.71	$1,635.16
1733	Booker, Paul L Total	Booker	Paul	L	$363.21	$1,259.03
1735	Davis, Canetta M Total	Davis	Canetta	M	$644.42	$2,233.84
1738	Williams, Latasha Total	Williams	Latasha	NULL	$254.15	$881.00
1740	Rogers, Cassandra J Total	Rogers	Cassandra	J	$2,435.72	$8,443.23
1741	Willis, Lisa Total	Willis	Lisa	NULL	$687.88	$2,384.49
1744	Lawson, Tammie Total	Lawson	Tammie	NULL	$129.65	$449.43
1752	Peck, Geneva Total	Peck	Geneva	NULL	$198.87	$689.37
1753	Williams, Michael Total	Williams	Michael	NULL	$894.07	$3,099.22
1755	Arnold, Linda Total	Arnold	Linda	NULL	$458.18	$1,588.24
1756	White, Gloria Total	White	Gloria	NULL	$483.30	$1,675.31
1758	Christian, Cynthia O Total	Christian	Cynthia	O	$337.95	$1,171.48
1759	White, Mark Total	White	Mark	NULL	$405.75	$1,406.51
1761	Redding, Reginald Total	Redding	Reginald	NULL	$463.58	$1,606.97
1762	Perkins, Jerry Total	Perkins	Jerry	NULL	$797.54	$2,764.61
1763	Holdeman, Jeffrey M Total	Holdeman	Jeffrey	M	$37.71	$130.70
1764	Justus, Jack J Total	Justus	Jack	J	$514.77	$1,784.39
1765	Svec, Christopher R Total	Svec	Christopher	R	$44.48	$154.17
1767	Kelly, Dorothy M Total	Kelly	Dorothy	M	$1,089.75	$3,777.53
1768	Terry, Robert Total	Terry	Robert	NULL	$303.17	$1,050.90

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Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1769	Tyree, Valerie Total	Tyree	Valerie	NULL	$550.35	$1,907.74
1773	Lewis, Daniel Total	Lewis	Daniel	NULL	$474.71	$1,645.54
1776	Davis, Lillian Total	Davis	Lillian	NULL	$147.26	$510.45
1779	Williams-Butler, Franda Total	Williams-Butler	Franda	NULL	$625.44	$2,168.03
1780	Barnum III, James Total	Barnum III	James	NULL	$442.32	$1,533.27
1784	Styles, Paul Total	Styles	Paul	NULL	$891.50	$3,090.29
1790	Sussmann, James A Total	Sussmann	James	A	$85.70	$297.07
1791	Tisdale, Charles E Total	Tisdale	Charles	E	$816.27	$2,829.54
1794	Ray, Karen Total	Ray	Karen	NULL	$498.65	$1,728.54
1795	Levy, Sherry Total	Levy	Sherry	NULL	$598.90	$2,076.05
1798	Wesley, John E Total	Wesley	John	E	$711.78	$2,467.32
1802	Curry, Vincent Total	Curry	Vincent	NULL	$998.89	$3,462.56
1808	Beichler, Daren Total	Beichler	Daren	NULL	$468.75	$1,624.87
1809	Lee, Kevin Total	Lee	Kevin	NULL	$509.61	$1,766.51
1812	McClain, Glendon H Total	McClain	Glendon	H	$454.53	$1,575.60
1813	Gandy, Mandel D Total	Gandy	Mandel	D	$265.02	$918.67
1815	Reese, Lashon L Total	Reese	Lashon	L	$275.46	$954.87
1816	Young, Robin R Total	Young	Robin	R	$544.47	$1,887.36
1818	Bonner, Mario S Total	Bonner	Mario	S	$693.22	$2,402.98
1820	Williams, Kathleen Total	Williams	Kathleen	NULL	$100.33	$347.80
1823	Kopkas, Jeffrey J Total	Kopkas	Jeffrey	J	$402.76	$1,396.12
1824	Schilling, Richard G Total	Schilling	Richard	G	$115.44	$400.16
1825	Peterson, Nona J Total	Peterson	Nona	J	$376.91	$1,306.51
1831	Nicholson, Audrey Total	Nicholson	Audrey	NULL	$457.73	$1,586.68
1833	Durham, Eric Total	Durham	Eric	NULL	$94.20	$326.53
1836	Nickerson, Nicole Total	Nickerson	Nicole	NULL	$22.33	$77.42
1837	Thompson, Monte Total	Thompson	Monte	NULL	$526.89	$1,826.42
1842	Smith, Augustine M Total	Smith	Augustine	M	$6.62	$22.96
1843	Baron, Robert J Total	Baron	Robert	J	$644.77	$2,235.04
1848	Baker, Salita Total	Baker	Salita	NULL	$637.00	$2,208.11
1851	Hill, Yolanda D Total	Hill	Yolanda	D	$127.05	$440.41
1852	Cook, Tonya D Total	Cook	Tonya	D	$364.68	$1,264.13
1853	Floyd, Melissa D Total	Floyd	Melissa	D	$283.86	$983.99
1854	Houston, Daryl Total	Houston	Daryl	NULL	$52.99	$183.67
1855	El, Akbar Total	El	Akbar	NULL	$275.39	$954.61
1856	Nickerson, Nakeshia Total	Nickerson	Nakeshia	NULL	$37.86	$131.25
1859	Assaf, Jay M Total	Assaf	Jay	M	$526.44	$1,824.86
1866	Hood, Lewis Total	Hood	Lewis	NULL	$533.72	$1,850.08
1867	Rice, Debra A Total	Rice	Debra	A	$74.32	$257.61
1870	Tatum, Sonia Total	Tatum	Sonia	NULL	$556.21	$1,928.05
1872	Taylor, Robert Total	Taylor	Robert	NULL	$733.11	$2,541.28
1873	Ellis, Cornelius Total	Ellis	Cornelius	NULL	$362.94	$1,258.09
1874	Howard, Anthony J Total	Howard	Anthony	J	$211.31	$732.48
1875	Harrell, Melinda Total	Harrell	Melinda	NULL	$292.91	$1,015.35
1877	Belcher, Marc C Total	Belcher	Marc	C	$115.10	$399.00
1878	Allmond, William Total	Allmond	William	NULL	$132.26	$458.46
1880	Mason, Michael A Total	Mason	Michael	A	$45.31	$157.06
1881	Seawright, Yeronda L Total	Seawright	Yeronda	L	$302.99	$1,050.29
1882	Thomas, Eric W Total	Thomas	Eric	W	$159.04	$551.30
1883	Wilson, Aginon M Total	Wilson	Aginon	M	$303.70	$1,052.75
1884	Williams, Eric Total	Williams	Eric	NULL	$171.33	$593.90
1889	Green, Melvin L Total	Green	Melvin	L	$759.03	$2,631.11
1898	Robinson, Deeda A Total	Robinson	Deeda	A	$313.73	$1,087.52
1900	Woodland, Darrel C Total	Woodland	Darrel	C	$604.75	$2,096.31
1901	Tarver, Lawanda Total	Tarver	Lawanda	NULL	$890.02	$3,085.17
1904	Gaines, Antonio Total	Gaines	Antonio	NULL	$375.56	$1,301.86
1908	Wynn, Tonya D Total	Wynn	Tonya	D	$135.62	$470.12
1909	Simmons, Traci Total	Simmons	Traci	NULL	$36.00	$124.79
1910	Griffiths, James M Total	Griffiths	James	M	$464.84	$1,611.33
1912	Valentine, Fred Total	Valentine	Fred	NULL	$23.66	$82.02

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EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
1930	Bryant, Samuel Total	Bryant	Samuel	NULL	$121.81	$422.24
1932	Rucker, Bonnie Total	Rucker	Bonnie	NULL	$373.78	$1,295.66
1933	Gill, Allen Total	Gill	Allen	NULL	$270.24	$936.77
1934	Walker, Jacqueline Total	Walker	Jacqueline	NULL	$611.50	$2,119.71
1937	Chappel, Vernell D Total	Chappel	Vernell	D	$461.98	$1,601.42
1940	Holmes, Timothy L Total	Holmes	Timothy	L	$698.53	$2,421.40
1945	Rodriguez, Ramon Total	Rodriguez	Ramon	NULL	$329.22	$1,141.20
1951	Allen-Ford, Anita Total	Allen-Ford	Anita	NULL	$848.99	$2,942.96
1953	Chapman, Ronald Total	Chapman	Ronald	NULL	$178.87	$620.02
1954	Arnold, Patricia Total	Arnold	Patricia	NULL	$143.84	$498.59
1958	Harris, Willine Total	Harris	Willine	NULL	$400.52	$1,388.35
1959	Bennett, Marvin Total	Bennett	Marvin	NULL	$278.47	$965.28
1960	Nevels, Lillie E Total	Nevels	Lillie	E	$435.85	$1,510.82
1963	Fine, Dempsey C Total	Fine	Dempsey	C	$422.14	$1,463.30
1965	Prewitt, Alfreda C Total	Prewitt	Alfreda	C	$1,080.77	$3,746.40
1971	Fitzgerald, Raymon Total	Fitzgerald	Raymon	NULL	$190.98	$662.00
1972	Bryant, Inita Total	Bryant	Inita	NULL	$566.61	$1,964.09
1974	Chaney, Charles E Total	Chaney	Charles	E	$185.49	$642.97
1976	Carson, Willidean Total	Carson	Willidean	NULL	$382.12	$1,324.58
1979	Crockett, Edward L Total	Crockett	Edward	L	$178.50	$618.74
1983	Mills, Oscar C Total	Mills	Oscar	C	$397.01	$1,376.21
1984	Johnson, Tyrone T Total	Johnson	Tyrone	T	$687.92	$2,384.60
1986	Crockett, Juanita J Total	Crockett	Juanita	J	$275.06	$953.46
1987	Lacey, Jeffery E Total	Lacey	Jeffery	E	$381.48	$1,322.35
1989	Thomas, Amanda Total	Thomas	Amanda	NULL	$114.66	$397.44
1990	Fitzgerald, Ronnie Total	Fitzgerald	Ronnie	NULL	$353.80	$1,226.41
1992	Gowdy, Janet E Total	Gowdy	Janet	E	$354.35	$1,228.31
1993	Abner, Lelisa S Total	Abner	Lelisa	S	$129.56	$449.09
1995	Moody, Albert G Total	Moody	Albert	G	$179.76	$623.13
1998	Perry, Pereze Total	Perry	Pereze	NULL	$831.69	$2,882.96
2005	Owens, Josephine Total	Owens	Josephine	NULL	$1,149.81	$3,985.71
2012	Paris, Angel N Total	Paris	Angel	N	$366.16	$1,269.26
2014	Berrios, Robert Total	Berrios	Robert	NULL	$270.65	$938.18
2015	De Hostos, Danny Total	De Hostos	Danny	NULL	$618.57	$2,144.21
2018	Garcia, Julio Total	Garcia	Julio	NULL	$342.00	$1,185.52
2019	Rodriguez, Roberto Total	Rodriguez	Roberto	NULL	$1.16	$4.02
2023	Alicea, Joana Total	Alicea	Joana	NULL	$5.94	$20.59
2025	Lopez, Felix O Total	Lopez	Felix	O	$463.92	$1,608.15
2028	Singleton, Maxine Total	Singleton	Maxine	NULL	$369.46	$1,280.70
2029	Newell, Anthony Total	Newell	Anthony	NULL	$467.85	$1,621.76
2055	Brown, Tammica Total	Brown	Tammica	NULL	$596.57	$2,067.95
2057	Turner, Nicole Total	Turner	Nicole	NULL	$320.49	$1,110.95
2059	Knox, Curtis Total	Knox	Curtis	NULL	$475.22	$1,647.31
2065	Mars, Harold Total	Mars	Harold	NULL	$32.16	$111.50
2105	Horton, Susan Total	Horton	Susan	NULL	$339.45	$1,176.68
2113	Despiau, Dennis Total	Despiau	Dennis	NULL	$291.66	$1,011.03
2114	Forte, Garvetta Total	Forte	Garvetta	NULL	$35.84	$124.24
2115	Bowers, Bruce Total	Bowers	Bruce	NULL	$581.04	$2,014.12
2116	Jones, Sandra Total	Jones	Sandra	NULL	$407.58	$1,412.84
2121	Kasper, Holly Total	Kasper	Holly	NULL	$499.32	$1,730.84
2123	Gray, Donna Total	Gray	Donna	NULL	$429.19	$1,487.75
2127	Davis, Alfonso Total	Davis	Alfonso	NULL	$982.74	$3,406.56
2135	Miller, Angela Total	Miller	Angela	NULL	$367.97	$1,275.52
2157	Britten, Kevin Total	Britten	Kevin	NULL	$18.21	$63.13
2163	Warren, Patricia Total	Warren	Patricia	NULL	$754.61	$2,615.79
2167	Jones Jr., Byrd Total	Jones Jr.	Byrd	NULL	$705.58	$2,445.85
2172	Bennett, Gregory Total	Bennett	Gregory	NULL	$1,003.27	$3,477.76
2174	Cotten, Ronald Total	Cotten	Ronald	NULL	$347.57	$1,204.81
2175	Davis, Ricky Total	Davis	Ricky	NULL	$5.29	$18.35
2176	Ballog, Melissa Total	Ballog	Melissa	NULL	$81.98	$284.17

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
2183	Southern, Valerie Total	Southern	Valerie	NULL	$151.69	$525.82
2185	Cooper, Robert Total	Cooper	Robert	NULL	$438.19	$1,518.96
2186	Villegas, Yolanda Total	Villegas	Yolanda	NULL	$13.62	$47.20
2187	Villegas, Johanna Total	Villegas	Johanna	NULL	$419.60	$1,454.51
2194	Pizarro, Noemi Total	Pizarro	Noemi	NULL	$251.15	$870.60
2207	Benjamin, De'Aundrea M Total	Benjamin	De'Aundrea	M	$15.18	$52.60
2208	Daniels, Damion Total	Daniels	Damion	NULL	$354.06	$1,227.32
2214	Friend, John Total	Friend	John	NULL	$127.85	$443.18
2215	Vaden Jr, Hubie Total	Vaden Jr	Hubie	NULL	$586.41	$2,032.73
2216	Perry, Luthell Total	Perry	Luthell	NULL	$77.04	$267.07
2218	Mauk, Rodney Total	Mauk	Rodney	NULL	$167.84	$581.81
2227	Williams, Isaiah Total	Williams	Isaiah	NULL	$813.54	$2,820.06
2232	Parks, Michael Total	Parks	Michael	NULL	$88.74	$307.60
2235	Mathews Jr, John H Total	Mathews Jr	John	H	$147.97	$512.92
2239	Fowler, Eric Total	Fowler	Eric	NULL	$27.71	$96.06
2244	Weems, Antonina Total	Weems	Antonina	NULL	$158.70	$550.11
2245	Holland, Myron A Total	Holland	Myron	A	$445.16	$1,543.13
2253	Allen-Mackey, Coretta Total	Allen-Mackey	Coretta	NULL	$42.12	$146.00
2258	Almurabitu, Abdullah Total	Almurabitu	Abdullah	NULL	$251.24	$870.89
2261	Daniels, Nichelle Total	Daniels	Nichelle	NULL	$81.58	$282.77
2262	Davis, Markell Total	Davis	Markell	NULL	$198.05	$686.54
2264	Foster, Darion Total	Foster	Darion	NULL	$254.29	$881.47
2270	Ballard, Kenneth Total	Ballard	Kenneth	NULL	$430.37	$1,491.84
2271	Mansel, Thomas Total	Mansel	Thomas	NULL	$532.70	$1,846.57
2273	Martin, Bruce Total	Martin	Bruce	NULL	$1,672.24	$5,796.67
2276	Pope, Tonya Total	Pope	Tonya	NULL	$301.52	$1,045.18
2277	Martin, Kevin D Total	Martin	Kevin	D	$104.16	$361.07
2280	Strickland, LaToya Total	Strickland	LaToya	NULL	$247.95	$859.49
2281	Patterson, Walter T Total	Patterson	Walter	T	$1.32	$4.59
2289	Walker, Cheya Total	Walker	Cheya	NULL	$158.14	$548.19
2294	Carswell, Kevin Total	Carswell	Kevin	NULL	$213.35	$739.55
2296	Rodriguez, Pablo Total	Rodriguez	Pablo	NULL	$43.24	$149.87
2297	Harrison, Erin K Total	Harrison	Erin	K	$686.06	$2,378.18
2298	Jones, De'Andre Total	Jones	De'Andre	NULL	$640.86	$2,221.48
2302	Berry, Likietha A Total	Berry	Likietha	A	$348.92	$1,209.50
2317	Jackson, Bridget T Total	Jackson	Bridget	T	$21.72	$75.30
2322	Todd, Demetrius Total	Todd	Demetrius	NULL	$168.78	$585.07
2323	Lester II, Chester Total	Lester II	Chester	NULL	$363.32	$1,259.43
2327	Long, Tawana Total	Long	Tawana	NULL	$260.98	$904.65
2340	Reid, Brittany Total	Reid	Brittany	NULL	$184.27	$638.75
2355	Gibson, Lakisha Total	Gibson	Lakisha	NULL	$24.14	$83.67
2358	De Hostos, Wanda Total	De Hostos	Wanda	NULL	$606.32	$2,101.75
2362	Vazquez, Efrain Total	Vazquez	Efrain	NULL	$51.53	$178.62
2365	Wilson, Rhonda Total	Wilson	Rhonda	NULL	$635.12	$2,201.59
2368	Flood, Jason D Total	Flood	Jason	D	$313.46	$1,086.58
2371	Montgomery, Nateesha Total	Montgomery	Nateesha	NULL	$251.00	$870.08
2372	Peebles, LeAna J Total	Peebles	LeAna	J	$345.60	$1,198.01
2374	Williams, Timothy Total	Williams	Timothy	NULL	$284.76	$987.09
2380	McCree, Barbara Total	McCree	Barbara	NULL	$18.70	$64.83
2386	Jackson Jr, Herbert Total	Jackson Jr	Herbert	NULL	$1,406.93	$4,877.01
2387	Wood, Wayne Total	Wood	Wayne	NULL	$1.85	$6.41
2394	Harris, Tabitha Total	Harris	Tabitha	NULL	$193.24	$669.85
2396	Robinson, Yolanda Total	Robinson	Yolanda	NULL	$27.87	$96.61
2397	Pace, Orlando Total	Pace	Orlando	NULL	$578.45	$2,005.14
2398	Retay, Charles Total	Retay	Charles	NULL	$239.89	$831.57
2399	McIntyre, Brian Total	McIntyre	Brian	NULL	$453.01	$1,570.33
2400	Yuhasz, Michael Total	Yuhasz	Michael	NULL	$228.45	$791.89
2401	Williams, Matthew Total	Williams	Matthew	NULL	$482.33	$1,671.95
2405	Jones, Brenda Total	Jones	Brenda	NULL	$208.15	$721.52
2406	Johnson, Dennis Total	Johnson	Dennis	NULL	$375.30	$1,300.96

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EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
2407	Acoff, Johnny L Total	Acoff	Johnny	L	$216.42	$750.19
2408	Taylor, Semaj L Total	Taylor	Semaj	L	$0.74	$2.57
2415	Tovar, Rodolfo Total	Tovar	Rodolfo	NULL	$62.71	$217.38
2417	Yuhasz, Gary Total	Yuhasz	Gary	NULL	$475.33	$1,647.68
2418	Naegle, Robert C Total	Naegle	Robert	C	$617.68	$2,141.14
2420	Weis, Robert Total	Weis	Robert	NULL	$40.63	$140.84
2421	Rucinski, Benjamin Total	Rucinski	Benjamin	NULL	$142.81	$495.04
2429	Alford, Mark Total	Alford	Mark	NULL	$411.43	$1,426.18
2434	Wilburn, Charla Total	Wilburn	Charla	NULL	$731.60	$2,536.01
2435	Chlam, Nicholas Total	Chlam	Nicholas	NULL	$731.01	$2,533.99
2437	Ortiz, Jose Total	Ortiz	Jose	NULL	$369.03	$1,279.21
2439	Williams, Cheryl Total	Williams	Cheryl	NULL	$325.36	$1,127.84
2440	Martinez, Dianaly Total	Martinez	Dianaly	NULL	$290.90	$1,008.39
2441	McCollie, Hollice Total	McCollie	Hollice	NULL	$553.71	$1,919.39
2442	Torres, Luis Total	Torres	Luis	NULL	$814.73	$2,824.18
2443	Williams, Terrence Total	Williams	Terrence	NULL	$331.47	$1,149.01
2445	Drew, Scott Total	Drew	Scott	NULL	$231.04	$800.88
2455	Clifton, Cierra Total	Clifton	Cierra	NULL	$378.36	$1,311.56
2460	Reed, Brian Total	Reed	Brian	NULL	$102.55	$355.48
2462	Paige, Heather Total	Paige	Heather	NULL	$177.93	$616.79
2471	Treadwell, Yvette Total	Treadwell	Yvette	NULL	$244.51	$847.58
2473	Stanley, Tanika Total	Stanley	Tanika	NULL	$4.13	$14.33
2474	Young Jr., Robert Total	Young Jr.	Robert	NULL	$392.35	$1,360.05
2491	Goldsmith, Jacalyn Total	Goldsmith	Jacalyn	NULL	$879.15	$3,047.50
2492	Hazinakis, Robert Total	Hazinakis	Robert	NULL	$594.18	$2,059.66
2493	Thompson, Lea Total	Thompson	Lea	NULL	$28.45	$98.61
2494	Lyons, Cynthia Total	Lyons	Cynthia	NULL	$217.62	$754.34
2495	Marbley, Jeanette Total	Marbley	Jeanette	NULL	$8.37	$29.03
2499	Foy, Marlon Total	Foy	Marlon	NULL	$414.37	$1,436.38
2510	Isom, Demetrius Total	Isom	Demetrius	NULL	$119.65	$414.74
2511	Russell, Dalion Total	Russell	Dalion	NULL	$58.03	$201.15
2516	Reed, Roger Total	Reed	Roger	NULL	$25.66	$88.96
2517	Jones, AnnCarla Total	Jones	AnnCarla	NULL	$221.96	$769.42
2520	Arroyo, Juan Total	Arroyo	Juan	NULL	$179.88	$623.53
2528	Barker, Justine Total	Barker	Justine	NULL	$13.09	$45.38
2529	Nusbaumer, Joshua Total	Nusbaumer	Joshua	NULL	$1.06	$3.68
2530	Troche, Omar J Total	Troche	Omar	J	$11.37	$39.43
2533	Wilson III, Eddie Total	Wilson III	Eddie	NULL	$38.46	$133.33
2534	Lee, Calvin Total	Lee	Calvin	NULL	$241.61	$837.53
2540	Walton, Kaneta Total	Walton	Kaneta	NULL	$5.09	$17.63
2551	Mitchell, Terry Total	Mitchell	Terry	NULL	$491.31	$1,703.08
2552	Green, Danny Total	Green	Danny	NULL	$761.16	$2,638.49
2560	Moore, Minette Total	Moore	Minette	NULL	$585.05	$2,028.01
2562	Baker, Meriel Total	Baker	Meriel	NULL	$364.27	$1,262.69
2564	Bizzell, Gregory Total	Bizzell	Gregory	NULL	$302.91	$1,050.02
2567	Edmonds, Asha Total	Edmonds	Asha	NULL	$298.38	$1,034.30
2568	Brasfield, Mary Total	Brasfield	Mary	NULL	$734.14	$2,544.83
2570	Roman, Liz Total	Roman	Liz	NULL	$492.07	$1,705.71
2574	Smith, James Total	Smith	James	NULL	$6.78	$23.51
2576	Abernathy, Monolito Total	Abernathy	Monolito	NULL	$244.11	$846.20
2577	Stallworth, Sunceriray Total	Stallworth	Sunceriray	NULL	$30.23	$104.78
2579	Dennis, Jacqueline Total	Dennis	Jacqueline	NULL	$89.01	$308.54
2580	Gray, Karleen Total	Gray	Karleen	NULL	$64.55	$223.75
2587	Thompson, Keith Total	Thompson	Keith	NULL	$817.69	$2,834.45
2591	Grayson, Dwight Total	Grayson	Dwight	NULL	$609.97	$2,114.40
2597	Jones Sr., Dale Total	Jones Sr.	Dale	NULL	$15.84	$54.92
2601	Edmonds, Deles Total	Edmonds	Deles	NULL	$86.14	$298.58
2602	Todd, Wilbert Total	Todd	Wilbert	NULL	$22.76	$78.91
2604	Wohlheter, Kenneth Total	Wohlheter	Kenneth	NULL	$2.48	$8.59
2606	Graham, William Total	Graham	William	NULL	$14.63	$50.72

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EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
2607	Lundy, Kenneth Total	Lundy	Kenneth	NULL	$45.00	$155.97
2609	White, Kyle Total	White	Kyle	NULL	$134.12	$464.90
2618	Pierce, Kevin Total	Pierce	Kevin	NULL	$0.34	$1.18
2622	Brown, Michelle Total	Brown	Michelle	NULL	$38.36	$132.98
2623	Brown, Rendy Total	Brown	Rendy	NULL	$12.07	$41.84
2626	Ward, Barry Total	Ward	Barry	NULL	$735.34	$2,548.98
2627	Harding, Rina Total	Harding	Rina	NULL	$205.24	$711.45
2636	Clemons, Lillian Total	Clemons	Lillian	NULL	$190.90	$661.74
2637	Brown, Clifford Total	Brown	Clifford	NULL	$77.57	$268.88
2639	Torres, Angel Total	Torres	Angel	NULL	$246.78	$855.45
2640	Searcy, David Total	Searcy	David	NULL	$491.06	$1,702.23
2642	Greear, Brandon Total	Greear	Brandon	NULL	$63.81	$221.21
2643	Abdul-Ali, Harun Total	Abdul-Ali	Harun	NULL	$72.69	$251.96
2644	Clemens, James Total	Clemens	James	NULL	$29.66	$102.82
2649	Csire, Steven Total	Csire	Steven	NULL	$20.37	$70.60
2658	Hawkins, George Total	Hawkins	George	NULL	$21.14	$73.28
2661	Dunnican, Keith Total	Dunnican	Keith	NULL	$438.50	$1,520.03
2665	Mack, Janine Total	Mack	Janine	NULL	$903.78	$3,132.88
2667	Evans, Timothy Total	Evans	Timothy	NULL	$9.22	$31.95
2671	Simon, Gloria Total	Simon	Gloria	NULL	$23.56	$81.68
2672	Gurow, Halimo Total	Gurow	Halimo	NULL	$17.44	$60.46
2675	Canada, Harold Total	Canada	Harold	NULL	$605.43	$2,098.68
2676	Dozier, Garome Total	Dozier	Garome	NULL	$3.75	$13.00
2677	Barrett, John Total	Barrett	John	NULL	$17.82	$61.76
2680	Thompson, Kurt Total	Thompson	Kurt	NULL	$177.16	$614.10
2682	Colston, Shavon Total	Colston	Shavon	NULL	$111.47	$386.40
2691	Dyson, Anthony Total	Dyson	Anthony	NULL	$2.44	$8.45
2697	Martinez, Ricardo Total	Martinez	Ricardo	NULL	$58.05	$201.24
2701	Johnson, Delbert Total	Johnson	Delbert	NULL	$2.70	$9.36
2703	Hodges, Lawrence Total	Hodges	Lawrence	NULL	$5.18	$17.96
2736	Watley, Kenneth Total	Watley	Kenneth	NULL	$490.38	$1,699.85
2748	Flagg, Kyle Total	Flagg	Kyle	NULL	$3.18	$11.03
2765	Catalani, Louis Total	Catalani	Louis	NULL	$20.01	$69.36
2773	Tompkins, Rosie Total	Tompkins	Rosie	NULL	$266.37	$923.34
2774	Pahner, Denver D Total	Pahner	Denver	D	$90.29	$312.97
2779	Wright, Anthony Total	Wright	Anthony	NULL	$280.03	$970.70
2782	Atkins, Vicki Total	Atkins	Vicki	NULL	$2.65	$9.19
2788	Mcdade-Wilson, Wanda Total	Mcdade-Wilson	Wanda	NULL	$155.00	$537.29
2793	Wade, Clyde Total	Wade	Clyde	NULL	$7.90	$27.40
2794	Jackson, Janesha Total	Jackson	Janesha	NULL	$91.99	$318.88
2796	Rivera, Melvin Total	Rivera	Melvin	NULL	$357.26	$1,238.42
2802	Jackson, Larry Total	Jackson	Larry	NULL	$379.61	$1,315.89
2803	Johnson, Gregory P Total	Johnson	Gregory	P	$516.16	$1,789.24
2806	Shakir, Wali K Total	Shakir	Wali	K	$191.78	$664.79
2809	Miller Sr., Sammy R Total	Miller Sr.	Sammy	R	$302.25	$1,047.73
2823	Wynn, Darnell Total	Wynn	Darnell	NULL	$480.82	$1,666.72
2824	Thorn, Orlondo Total	Thorn	Orlondo	NULL	$801.22	$2,777.37
2825	Williams, Anthony Total	Williams	Anthony	NULL	$679.15	$2,354.21
2829	Dove, Chaunte Total	Dove	Chaunte	NULL	$442.07	$1,532.39
2830	Steele, Areggie Total	Steele	Areggie	NULL	$822.80	$2,852.16
2833	Wilson, Nicole Total	Wilson	Nicole	NULL	$1,271.10	$4,406.17
2848	Simmons, Jarah Total	Simmons	Jarah	NULL	$0.55	$1.90
2849	Sharpe, Shante N Total	Sharpe	Shante	N	$13.12	$45.49
2850	Harrison, Demetrius Total	Harrison	Demetrius	NULL	$32.46	$112.53
2851	Buford, James G Total	Buford	James	G	$513.26	$1,779.18
2852	Acoff, Andrea D Total	Acoff	Andrea	D	$5.40	$18.73
2853	Lamberson, Laverne Total	Lamberson	Laverne	NULL	$35.73	$123.85
2854	Rodriguez, Maria I Total	Rodriguez	Maria	I	$815.89	$2,828.21
2855	Mitchell, Irma Y Total	Mitchell	Irma	Y	$167.81	$581.69
2861	Chung, Nigel A Total	Chung	Nigel	A	$517.26	$1,793.05

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2862	Colon, Edgardo A Total	Colon	Edgardo	A	$196.39	$680.78
2863	Thompson, Emmitt T Total	Thompson	Emmitt	T	$169.86	$588.81
2868	Pollard, Leroy A Total	Pollard	Leroy	A	$28.24	$97.89
2871	Best, Seth L Total	Best	Seth	L	$492.64	$1,707.70
2872	Kelly, Michelle M Total	Kelly	Michelle	M	$651.85	$2,259.57
2873	Robinson, Anthony C Total	Robinson	Anthony	C	$346.20	$1,200.06
2875	Gordon-Wheat, Brandon L Total	Gordon-Wheat	Brandon	L	$2.05	$7.10
2877	Lynch, Christopher A Total	Lynch	Christopher	A	$96.93	$336.01
2884	Sherman, William Total	Sherman	William	NULL	$2.04	$7.07
2885	Mennefee, Jerry M Total	Mennefee	Jerry	M	$646.19	$2,239.95
2886	Jones, Anthony J Total	Jones	Anthony	J	$290.29	$1,006.27
2888	Seaman, David A Total	Seaman	David	A	$806.39	$2,795.28
2889	Velez, Alberto Total	Velez	Alberto	NULL	$675.52	$2,341.63
2890	Silvestre, Manuel A Total	Silvestre	Manuel	A	$871.22	$3,020.00
2896	Thomas, Michael Total	Thomas	Michael	NULL	$24.39	$84.56
2899	Bell, Ronnie Total	Bell	Ronnie	NULL	$52.93	$183.47
2902	Royster Jr., Robert B Total	Royster Jr.	Robert	B	$15.79	$54.73
2906	Wynn, Bryan A Total	Wynn	Bryan	A	$525.75	$1,822.46
2907	Miller, Czerny Total	Miller	Czerny	NULL	$120.90	$419.08
2916	Avant, Jerry Total	Avant	Jerry	NULL	$14.59	$50.59
2925	Estes, Kaitlyn Total	Estes	Kaitlyn	NULL	$5.24	$18.17
2929	Irizarry, Pamela L Total	Irizarry	Pamela	L	$155.88	$540.34
2930	Frisco, Dwayne A Total	Frisco	Dwayne	A	$446.33	$1,547.15
2932	Conwell, Charles Total	Conwell	Charles	NULL	$6.55	$22.71
2941	Morrison Jr., Andre Total	Morrison Jr.	Andre	NULL	$319.38	$1,107.11
2942	Pass, Fletcher W Total	Pass	Fletcher	W	$475.52	$1,648.34
2943	Holmes, Darletta Total	Holmes	Darletta	NULL	$785.67	$2,723.45
2944	Branch, Rodney Total	Branch	Rodney	NULL	$623.48	$2,161.25
2945	Johnson, Phillip Total	Johnson	Phillip	NULL	$299.86	$1,039.43
2946	Williams, Lloyd Total	Williams	Lloyd	NULL	$786.21	$2,725.34
2947	Levi, Judith Total	Levi	Judith	NULL	$102.87	$356.59
2952	Abrams, Candice Total	Abrams	Candice	NULL	$1.98	$6.85
2953	Robinson, Nagala Total	Robinson	Nagala	NULL	$6.62	$22.93
2954	Conner, Allison Total	Conner	Allison	NULL	$3.18	$11.02
2958	Cotto, Jose Total	Cotto	Jose	NULL	$554.86	$1,923.37
2959	Whitfield, Lindsey J Total	Whitfield	Lindsey	J	$805.58	$2,792.46
2960	Lee, Pearl E Total	Lee	Pearl	E	$536.11	$1,858.37
2962	Brewer, Jordan Total	Brewer	Jordan	NULL	$383.92	$1,330.82
2965	Hopes, Darylyn Total	Hopes	Darylyn	NULL	$736.50	$2,553.03
2967	Wright, Bryan C Total	Wright	Bryan	C	$256.15	$887.90
2968	Buchanan, Ashley Total	Buchanan	Ashley	NULL	$286.64	$993.60
2970	Thompkins, Terrence Total	Thompkins	Terrence	NULL	$563.44	$1,953.12
2973	Harris Jr., Russell Total	Harris Jr.	Russell	NULL	$327.80	$1,136.28
2974	Correa, Juan M Total	Correa	Juan	M	$499.34	$1,730.93
2977	Knox, Dwayne Total	Knox	Dwayne	NULL	$310.02	$1,074.66
2982	Scott Sr, SirVon Total	Scott Sr	SirVon	NULL	$134.58	$466.52
2983	Jackson, Demetrius Total	Jackson	Demetrius	NULL	$150.22	$520.73
2984	Williams, Anita Total	Williams	Anita	NULL	$7.82	$27.11
2992	Carlton, India Total	Carlton	India	NULL	$662.23	$2,295.56
2993	Fair, Derrick J Total	Fair	Derrick	J	$188.54	$653.57
2995	Grays, Kenny Total	Grays	Kenny	NULL	$402.20	$1,394.19
2996	Oliver, Marcella D Total	Oliver	Marcella	D	$31.55	$109.36
2997	Berry, Damon L Total	Berry	Damon	L	$409.78	$1,420.46
2998	Shkurka, Michael D Total	Shkurka	Michael	D	$732.26	$2,538.32
2999	Watts, LaToya Total	Watts	LaToya	NULL	$312.79	$1,084.26
3002	Jackson, Julius Total	Jackson	Julius	NULL	$386.73	$1,340.56
3003	Roberts III, Fred Total	Roberts III	Fred	NULL	$29.82	$103.36
3005	Naylor, Broach E Total	Naylor	Broach	E	$332.80	$1,153.63
3007	Ford, Veronica R Total	Ford	Veronica	R	$67.23	$233.05
3010	Agee, Michael B Total	Agee	Michael	B	$313.22	$1,085.76

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
3011	Ramoni, Kamoru Total	Ramoni	Kamoru	NULL	$173.33	$600.83
3012	Laney, Rebecca Total	Laney	Rebecca	NULL	$237.94	$824.80
3014	Brazzell, Lorenzo Total	Brazzell	Lorenzo	NULL	$22.05	$76.43
3015	Wolff, Matthew Total	Wolff	Matthew	NULL	$178.60	$619.11
3016	Wilson, Patricia Total	Wilson	Patricia	NULL	$35.09	$121.64
3024	Coleman, Marvin Total	Coleman	Marvin	NULL	$499.55	$1,731.66
3025	Minch, Charles E Total	Minch	Charles	E	$488.47	$1,693.23
3026	Hicks Jr., Otis Total	Hicks Jr.	Otis	NULL	$68.45	$237.28
3027	Green, Kenyatta D Total	Green	Kenyatta	D	$253.71	$879.47
3031	Flores Sr., Angel Total	Flores Sr.	Angel	NULL	$1,635.93	$5,670.80
3032	Zarraga, Edgar Total	Zarraga	Edgar	NULL	$453.43	$1,571.77
3035	Moyer, Eric Total	Moyer	Eric	NULL	$7.66	$26.56
3036	Burch, Michael D Total	Burch	Michael	D	$25.42	$88.13
3037	Calloway, Sharon Total	Calloway	Sharon	NULL	$10.19	$35.32
3038	Henderson, Laura Total	Henderson	Laura	NULL	$130.00	$450.62
3039	Sawyer, Charles E Total	Sawyer	Charles	E	$636.89	$2,207.72
3040	Dial, David Total	Dial	David	NULL	$51.11	$177.18
3041	Vega, Noe Total	Vega	Noe	NULL	$521.61	$1,808.10
3043	Leslie, Marcia Total	Leslie	Marcia	NULL	$536.89	$1,861.10
3047	Beleal, Christopher A Total	Beleal	Christopher	A	$3.11	$10.77
3048	Ricks Jr., Richard I Total	Ricks Jr.	Richard	I	$183.78	$637.07
3049	Hall, Henry Total	Hall	Henry	NULL	$419.00	$1,452.42
3055	Miller, Glenn Total	Miller	Glenn	NULL	$46.08	$159.73
3056	Freeman, Steven L Total	Freeman	Steven	L	$566.55	$1,963.88
3058	Fox, Ann S Total	Fox	Ann	S	$338.86	$1,174.64
3060	Bey, Ariana Total	Bey	Ariana	NULL	$22.20	$76.96
3079	Gibson, Anita Total	Gibson	Anita	NULL	$3.82	$13.25
3081	Bland, Maurice L Total	Bland	Maurice	L	$9.98	$34.59
3082	Taylor, Deasia L Total	Taylor	Deasia	L	$3.97	$13.76
3083	Smith, Dannie Total	Smith	Dannie	NULL	$23.54	$81.60
3085	Strivers, Stephanie Total	Strivers	Stephanie	NULL	$6.56	$22.74
3086	Bruster, Faith L Total	Bruster	Faith	L	$6.67	$23.12
3091	Hollins, Elliott Total	Hollins	Elliott	NULL	$396.90	$1,375.82
3096	McCray, Ryan G Total	McCray	Ryan	G	$322.02	$1,116.24
3099	Kennibrew Sr., Antonio R Total	Kennibrew Sr.	Antonio	R	$249.14	$863.61
3102	Smith, Muriel A Total	Smith	Muriel	A	$6.06	$21.02
3103	Mohamed, Madina Total	Mohamed	Madina	NULL	$111.92	$387.97
3104	Wilford, Dana L Total	Wilford	Dana	L	$131.81	$456.92
3105	Jackson, Kathryn J Total	Jackson	Kathryn	J	$14.28	$49.50
3109	Loving, Tylis C Total	Loving	Tylis	C	$81.13	$281.22
3110	Anderson, Pansy Total	Anderson	Pansy	NULL	$164.04	$568.62
3111	Wilkerson, Carnesha M Total	Wilkerson	Carnesha	M	$202.67	$702.53
3112	Torres, Moises Total	Torres	Moises	NULL	$197.05	$683.07
3115	Cross, Ronald E Total	Cross	Ronald	E	$94.60	$327.92
3124	Sims, Robyn L Total	Sims	Robyn	L	$214.26	$742.73
3127	Garner, Cordell L Total	Garner	Cordell	L	$343.43	$1,190.47
3128	Jones, Steven E Total	Jones	Steven	E	$49.24	$170.67
3132	Ponzie, Kenyauna T Total	Ponzie	Kenyauna	T	$54.86	$190.16
3133	Pearson, Deidra A Total	Pearson	Deidra	A	$328.38	$1,138.31
3134	Demby, Beverly A Total	Demby	Beverly	A	$0.51	$1.75
3136	Jenkins, Rufus Total	Jenkins	Rufus	NULL	$281.50	$975.79
3138	Bartlett, Gregory D Total	Bartlett	Gregory	D	$2.59	$8.96
3139	Borden, India K Total	Borden	India	K	$6.45	$22.36
3140	Sanabria, Jose A Total	Sanabria	Jose	A	$310.57	$1,076.56
3142	Elder, Christopher A Total	Elder	Christopher	A	$5.66	$19.62
3144	Daniels, Anthony Q Total	Daniels	Anthony	Q	$356.24	$1,234.89
3145	Larry, Mandrell Total	Larry	Mandrell	NULL	$47.12	$163.35
3146	Brill, Tiffany Total	Brill	Tiffany	NULL	$178.42	$618.48
3147	Williams, Taller Total	Williams	Taller	NULL	$87.56	$303.53
3154	McArthur, Edric T Total	McArthur	Edric	T	$9.26	$32.11

Appendix 2
Eligible Settlement Participants

EMPLOYEE ID	EMPLOYEE	LAST NAME	FIRST NAME	MIDDLE INITIAL	MINIMUM SETTLEMENT PAYMENT	MAXIMUM SETTLEMENT PAYMENT
3160	Smith, Kenneth Total	Smith	Kenneth	NULL	$4.22	$14.61
3162	Seawright, Charles Total	Seawright	Charles	NULL	$285.45	$989.50
3163	Young, Freddie Total	Young	Freddie	NULL	$177.82	$616.40
3164	Davis, Willie Total	Davis	Willie	NULL	$201.73	$699.27
3168	Marshall III, William L Total	Marshall III	William	L	$6.40	$22.20
3175	Teague, JoAnna Total	Teague	JoAnna	NULL	$131.99	$457.54
3176	Banks, Alphonso L Total	Banks	Alphonso	L	$202.91	$703.36
3177	Twymon, Davares D Total	Twymon	Davares	D	$224.90	$779.61
3178	Saunders, Jeffrey S Total	Saunders	Jeffrey	S	$150.30	$520.99
3179	Mathews, Ronald Total	Mathews	Ronald	NULL	$480.35	$1,665.11
3180	Bunn, Kenneth L Total	Bunn	Kenneth	L	$4.17	$14.47
3181	Townsend, Clifford Total	Townsend	Clifford	NULL	$407.38	$1,412.16
3184	Thomas, Anthony Total	Thomas	Anthony	NULL	$236.89	$821.16
3198	Barnes, Shamika S Total	Barnes	Shamika	S	$65.02	$225.37
3200	Vizcarrondo, Brenda Total	Vizcarrondo	Brenda	NULL	$27.44	$95.10
3203	Whitted, Krystalynn Total	Whitted	Krystalynn	NULL	$149.63	$518.67
3207	Smith, Summer Total	Smith	Summer	NULL	$17.52	$60.74
3212	Williams, David A Total	Williams	David	A	$224.00	$776.49
3213	Frazier, Fred Total	Frazier	Fred	NULL	$196.55	$681.31
3214	Penn III, Earl Total	Penn III	Earl	NULL	$58.44	$202.59
3215	Gordon Jr, Hugh P Total	Gordon Jr	Hugh	P	$29.74	$103.10
3216	Williams, Montelle Total	Williams	Montelle	NULL	$133.49	$462.73
3231	Hogue-Eaddy, Shirley Total	Hogue-Eaddy	Shirley	NULL	$94.07	$326.07
3233	Harris, Ebony Total	Harris	Ebony	NULL	$20.75	$71.93
3243	Hennessy, Matthew B Total	Hennessy	Matthew	B	$32.97	$114.28
3246	Momic, Petar Total	Momic	Petar	NULL	$42.65	$147.85
3248	Payden, Marie A Total	Payden	Marie	A	$27.44	$95.10
3249	Whitaker, Jasmine B Total	Whitaker	Jasmine	B	$51.64	$179.02
3251	Harris, Tyshaune Total	Harris	Tyshaune	NULL	$3.00	$10.39
3256	Grayson II, Vernon R Total	Grayson II	Vernon	R	$27.07	$93.82
3257	Jackson, Ronald Total	Jackson	Ronald	NULL	$22.71	$78.72
3258	Murdock, Darien M Total	Murdock	Darien	M	$12.91	$44.75
3259	Barton Jr, Carlton A Total	Barton Jr	Carlton	A	$29.16	$101.10
3260	Mabrey, Conard W Total	Mabrey	Conard	W	$19.14	$66.33
3261	Tanoh, Karen P Total	Tanoh	Karen	P	$14.76	$51.15
3262	Camargo, Veronica Y Total	Camargo	Veronica	Y	$11.53	$39.96
3263	Newman, Justina L Total	Newman	Justina	L	$22.48	$77.92
3264	Wilder, Navina S Total	Wilder	Navina	S	$74.81	$259.34
3265	Bryant Jr, Andrew Total	Bryant Jr	Andrew	NULL	$28.13	$97.50
3266	Woodruff, Harrison A Total	Woodruff	Harrison	A	$13.28	$46.03
3278	Prince, Crystol Total	Prince	Crystol	NULL	$14.73	$51.07
3292	Glenn, Richard Total	Glenn	Richard	NULL	$2.42	$8.39

NOTICE OF SETTLEMENT OF LAWSUIT

(with attached form to obtain a settlement payment)

TO: All current and former hourly, non-exempt employees of Cuyahoga Metropolitan Housing Authority who incurred overtime hours for time clocked in during grace periods before and after their shifts between July 24, 2011 and the present

FROM: Judge James S. Gwin U.S. District Court for the Northern District of Ohio

This Notice informs you of the settlement of a wage-and-hour lawsuit brought by Elkanard Smith on behalf of all other similarly situated Cuyahoga Metropolitan Housing Authority ("CMHA") employees.

1. INTRODUCTION AND SUMMARY

The Settlement announced by this Notice makes unpaid overtime compensation available to all current and former hourly, non-exempt employees of Cuyahoga Metropolitan Housing Authority who incurred overtime hours for time clocked in during grace periods before and after their shifts between July 24, 2011 and the present. The Settlement is supported by Elkanard Smith, who serves as Representative Plaintiff in a federal lawsuit against CMHA, and was negotiated by Plaintiffs' Counsel who represents Elkanard Smith in that case.

TO PARTICPIATE IN THE SETTLEMENT, YOU MUST RETURN THE ATTACHED FORM

2. THE LAWSUIT

On June 27, 2014, a lawsuit seeking payment for overtime compensation was filed against CMHA by Elkanard Smith, who worked for CMHA as an hourly, non-exempt employee. The lawsuit alleges that CMHA failed to pay its hourly, non-exempt employees overtime for the work they performed during 10-minute grace periods before and after their shifts. The lawsuit asserts claims under the federal Fair Labor Standards Act, seeking overtime compensation for all hourly, non-exempt employees. CMHA has denied all liability and violations of state and federal wage and hour laws and raised several affirmative defenses.

3. THE SETTLEMENT

To avoid the time, cost, fees and uncertainty of further litigation, the Settlement was reached between the Representative Plaintiff and CMHA and has been approved by the U.S. District Court as fair, reasonable, and adequate. The terms of the Settlement are summarized below.

A. Settlement Payments to CMHA Hourly Employees and Released Claims

The Total Eligible Settlement Payment is $410,000.00. $260,833.34 of the Total Eligible Settlement Payment will be divided into Individual Payments for all of the employees who join the Settlement. This figure represents 28.8483% of the maximum potential overtime damages on all time that employees were clocked in during grace periods before and after their shifts between July 24, 2011 and June 27, 2014, regardless of whether or not employees were working during this time. Employees who join the Settlement will receive no less than 28.8483% (their "Minimum Settlement Payment") and no more than 100% (their "Maximum Settlement Payment") of their overtime damages, and the amount received will depend on the number of employees who join the Settlement.

In addition, a Class Representative payment in the amount of $10,000.00 will be paid to Elkanard Smith, and $139,166.66 will be paid to Plaintiffs' Counsel for attorneys' fees and expenses incurred in the Action. In

exchange, the lawsuit will be dismissed, and participating employees will release CMHA and the United States Department of Housing and Urban Development from any and all federal and state wage-and-hour claims that were asserted in the lawsuit and all claims of unlawful time rounding.

B. Advantages of the Settlement and Plaintiffs' Counsel's Recommendation

Plaintiffs' Counsel strongly recommends the Settlement. It offers substantial settlement payments to hourly, non-exempt employees of CMHA, without the delay, uncertainty, and risk of continuing with the lawsuit. Employees who return the attached form will recover between 28.8483% and 100% of their potential maximum overtime damages for time clocked in during grace periods before and after their shifts between July 24, 2011 and June 27, 2014, regardless of whether they were working during grace periods.

Plaintiffs' Counsel estimate that the opt-in rate will be between 50% and 60%. Assuming a 60% opt-in rate, and an even distribution of damages, each employee who joins the Settlement will likely receive approximately 48% of their maximum potential overtime damages during the three-year limitations period, and approximately 72% of their overtime damages during the two-year limitations period.

4. HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

To participate in the settlement, you must complete and return the attached Settlement Form entitled "Consent to Opt-Into Lawsuit, Release and Dismiss Claims" no later than [insert date 60 days after mailing of notice]. You must return the Settlement Form by mailing, faxing or emailing it to the Settlement Administrator, whose address is provided below. For your convenience, you may use the postage-prepaid envelope to mail the consent and release form to the Settlement Administrator. **If your address has changed or changes before you receive your settlement payment**, you must provide your name and current mailing address to the Settlement Administrator or Plaintiffs' Counsel.

FORMS MUST BE FAXED, EMAILED OR POSTMARKED BY _____ [INSERT]

5. FURTHER INFORMATION

Further information about the settlement may be obtained from Plaintiffs' Counsel, the Settlement Administrator or from counsel for CMHA, whose contact information is provided below. You may only contact the Settlement Administrator with questions about your address, the mailing of the Notice, receipt of the Consent and Release Forms, or the mailing of the Settlement Payments. **The Settlement Administrator cannot answer questions regarding the calculations of settlement payments or the terms of the Settlement Agreement.**

Anthony J. Lazzaro
Sonia M. Whitehouse
The Lazzaro Law Firm, LLC
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Cleveland, Ohio 44113
Phone: 216-696-5000
Facsimile: 216-696-7005
anthony@lazzarolawfirm.com
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Plaintiffs' Counsel

Robert M. Wolff
Inna Shelley
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ishelley@littler.com
Defendant's Counsel

Smith v. Cuyahoga Metropolitan Housing Authority
Settlement Administrator
c/o KCC
Address
City, State Zip Code
Phone:
Facsimile:

PLEASE DO NOT CONTACT THE COURT.

THIS NOTICE HAS BEEN AUTHORIZED BY THE HONORABLE JUDGE JAMES S. GWIN OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF OHIO. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF CMHA'S DEFENSES.

CONSENT TO OPT INTO LAWSUIT, RELEASE AND DISMISS CLAIMS

By signing and returning this form, I consent to opt into the lawsuit, *Elkanard Smith v. Cuyahoga Metropolitan Housing Authority,* Case No. 1:14-cv-1409 (the "Lawsuit") pending in the U.S. District Court for the Northern District of Ohio. By signing and returning this form, I agree to be represented by The Lazzaro Law Firm, LLC and to be bound by the settlement.

In accordance with the terms of the Joint Stipulation of Settlement and Release executed by the Parties, I hereby release Defendant Cuyahoga Metropolitan Housing Authority and the United States Department of Housing and Urban Development from all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action asserted in Plaintiff's Complaint, filed on June 27, 2014, including but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and the Ohio Minimum Fair Wage Standards Act, for the Released Period. In addition, I release any and all statutory and common law claims, rights, demands, liabilities and causes of action based on Defendant's grace period policy, including the "Recording Hours" policy, and all time rounding claims in all weeks worked during the Released Period, including but not limited to any potential claims related to unlawful rounding of time and potential claims under the Ohio Prompt Pay Act (R.C. §4113.15), implied contract, unjust enrichment, and estoppel. The Released Period is the period between July 24, 2011 and the date the District Court enters final approval.

I understand that my Individual Payment will be an amount no less than **$**_____, which equals 28.8483% of my maximum potential overtime damages for the period between July 24, 2011 and June 27, 2014 (my "Minimum Settlement Payment"), and no more than **$**_____, which equals 100% of my maximum potential overtime damages during this period (my "Maximum Settlement Payment"), depending on the number of employees who join the Settlement, less all federal and state tax withholdings and deductions required by law. My Individual Payment will be mailed to me on or about _____ [Insert Date].

I also hereby consent to the dismissal of the Lawsuit and my claims by and through the Representative Plaintiff and The Lazzaro Law Firm, LLC. I hereby designate Representative Plaintiff and The Lazzaro Law Firm, LLC to execute all appropriate documents to effectuate my payment and the settlement of the Lawsuit.

I have carefully read and fully understand all items in this agreement and am voluntarily signing it. I understand that if I have any questions, I know I have the right to discuss this agreement with The Lazzaro Law Firm, LLC and my own private attorney. I also understand that any issues relating to this agreement will be addressed under the laws of the State of Ohio.

PLEASE READ AND CONSIDER THIS AGREEMENT CAREFULLY BEFORE EXECUTING THIS AGREEMENT. THIS AGREEMENT INCLUDES A RELEASE OF ALL WAGE AND HOUR CLAIMS.

First Name Last Name
Address
State, City Zip Code

_____
Signature

_____
Date

Name/Address Corrections:

_____
_____
_____
_____
Phone Number
_____
Email Address

FAX to:

E-MAIL to:	**; or**	
MAIL to:	***Smith v. Cuyahoga Metropolitan Housing Authority*** **Settlement Administrator** **c/o KCC** **Address** **City, State Zip Code**	**On or before [insert date 60 days after mailing of Notice]**

GENERAL SETTLEMENT AND RELEASE AGREEMENT

Subject to approval by the U.S. Department of Housing and Urban Development ("HUD"), and the United States District Court for the Northern District of Ohio, Eastern Division, Hon. James Gwin, U.S. District Judge, presiding ("District Court" or "Court"), THIS AGREEMENT (the "Release Agreement") is made by and between Cuyahoga Metropolitan Housing Authority, together with its parent, subsidiary, and affiliated companies, and in the case of all such entities, their respective past and present officers, directors, commissioners, employees, agents, representatives, affiliates, predecessors, shareholders, partners, attorneys, insurers, successors, assigns, heirs, executors, and administrators (collectively referred to as "Defendant" or CMHA) and Elkanard Smith ("Smith").

WHEREAS, Smith filed an action in the United States District Court for the Northern District of Ohio, entitled *Elkanard Smith v. Cuyahoga Metropolitan Housing Authority*, Case No. 1:14-cv-1409, which was brought as a putative wage and hour collective action against Defendant (the "Civil Action");

WHEREAS, Defendant denied and continues to deny the allegations raised in the Civil Action; and

WHEREAS, Defendant and Smith mutually desire to resolve any and all disputes relating to the subject matter of the Civil Action as well as all other potential claims or disputes related to his employment with Defendant.

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Defendant and Smith (referred to together as the "Parties") as follows:

1. Mutual Release of Claims. Except as provided below, Smith hereby promises not to sue and fully waives, discharges, and releases any and all claims, charges, demands, causes of actions, or suits at law or in equity, relating to or arising out of his employment with Defendant, of whatever nature, known or unknown, that he may have against Defendant, HUD, and any and all HUD programs (collectively "Defendant Released Parties"), as a result of any actions or omissions, known or unknown, occurring through the date Smith executes this Release Agreement, and not for any future claims, subject to the provisions set forth below.

Specifically included in this waiver and release are (1) all claims that Smith may have or claim to have arising out of or resulting from his employment with Defendant and all contractual or quasi contractual rights or claims arising from Smith's employment, including any grievance filed through Smith's Union, AFSCME, on Smith's behalf; (2) any and all claims for unpaid wages or unpaid overtime compensation, including claims pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, et seq., the Ohio Minimum Fair Wage Standards Act, O.R.C. §§ 4111.01, et seq., and/or any other federal, state, or local statute, common law, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, et seq. ("ERISA"); (3) all claims, including administrative charges, court claims, or otherwise, for violation of any rights under any federal, state, or local statute, regulation or ordinance, including, but not limited to, wrongful discharge claims and claims of discrimination of every

kind, including claims of age discrimination under the Age Discrimination in Employment Act (ADEA) or any other statute, and claims under all other federal, state, and local statutes, rules, regulations, ordinances, orders or common law principles; and (4) all claims that were asserted or could have been asserted in the Civil Action, including all collective or class claims and all claims relating to or arising out of the same transaction, series of connected transactions, occurrences or nucleus of operative facts that form the basis of the claims that were or could have been asserted in the Civil Action, and any claims challenging the practices that gave rise to the claims asserted in the Civil Action. Smith understands that this release includes all claims that relate to his employment with Defendant, including all claims for monetary damages, compensatory damages, punitive damages, front pay, back pay, liquidated damages, penalties, and all forms of injunctive, declaratory or equitable relief, and costs and attorneys' fees, whether arising under any federal, state, local or common laws or regulations.

This Agreement does not include, and Smith does not waive, any rights or claims which: (1) may arise after the signing of this Agreement and (2) any and all rights that cannot be released by law, including but not limited to the right to file a charge or participate in an investigation with certain administrative agencies. Smith agrees, however, to waive any monetary or other personal relief based on such a charge.

Defendant hereby fully waives, discharges, and releases any and all claims relating to or arising out of Smith's employment with Defendant that Defendant may have against Smith and his heirs, executors and administrators as a result of actions or omissions occurring through the date Defendant executes this Release Agreement.

2. Smith represents that he will not file or join in any action, grievance, charge, claim, complaint, lawsuit, or proceeding of any kind against the Defendant Released Parties with respect to any claim that is released in this Agreement, including any matter arising out of or in connection with Smith's employment with the Defendant Released Parties. Smith represents that he has not filed any complaints, claims, or actions against any of the Defendant Released Parties with any state, federal, or local agency or court, other than the Action. Smith acknowledges and agrees that he has been properly paid for all hours worked for which a claim has not been made in this Action and that he has not suffered any on-the-job injury for which he has not already filed a claim.

Should Smith file or join in any action, claim, complaint, lawsuit, grievance, or proceeding of any kind against any of the Defendant Released Parties, based on any claim that Smith has released, or should such an action, claim, complaint, lawsuit, or proceeding be filed on Smith's behalf, Smith agrees to withdraw, dismiss, or cause to be withdrawn or dismissed, with prejudice, any such action, claim, complaint, lawsuit, or proceeding of any kind that is pending in any federal, state, or local agency or court or any arbitrator or other tribunal. If Smith breaks this promise and files or joins in any action, claim, complaint, lawsuit, grievance, or proceeding based on any claim that he has released, then, Smith will pay for all costs that any Defendant Released Party incurs in defending against his claim, including reasonable attorney fees, unless such a remedy is prohibited by law.

3. In consideration for signing this Release Agreement and the fulfillment of the promises herein, Smith understands that within the time period provided in the Joint Stipulation of Settlement and Release, Defendant will pay him the gross sum of Ten Thousand Dollars ($10,000.00). This payment to Smith constitutes the sole and exclusive consideration for and settlement in full accord and satisfaction of any and all claims of any nature whatsoever by Smith against Defendant Released Parties. Smith agrees that the entire consideration provided to him is as described in this Agreement and that he will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. An IRS form 1099 shall be issued to him reflecting this payment. Smith expressly acknowledges and warrants that he is, and shall be, responsible for all federal, state, and local tax liabilities that may result from the payments described in this paragraph 3, and Smith hereby warrants that the Defendant Released Parties shall bear no responsibility for any such tax liabilities and agrees to indemnify and hold Defendant harmless from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Defendant for any amounts claimed due on account of this Agreement or pursuant to claims made under any federal or state tax laws related to the settlement payment to Smith. Smith shall also be fully bound by the release in the Joint Stipulation of Settlement and Release and shall be eligible for an Individual Payment as set forth in that agreement.

4. This Release Agreement together with the Joint Stipulation of Settlement and Release constitutes the entire agreement between the Parties regarding the subject matter therein. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by Smith and Defendant. The Joint Stipulation of Settlement and Release cannot be amended, changed, altered, or modified except in accordance with paragraph 56 of the Joint Stipulation of Settlement and Release.

5. Smith acknowledges that no representation, promise or inducement has been made other than as set forth in this Release Agreement and the Joint Stipulation of Settlement and Release, and that he enters into this Release Agreement without reliance upon any other representation, promise, or inducement not set forth herein or in the Joint Stipulation of Settlement and Release. Smith also acknowledges that he has had the opportunity to consult with an attorney of his choosing concerning this Release Agreement and that he has read and understands this Release Agreement, is fully aware of its legal effect, and has entered into it knowingly and voluntarily.

6. Smith acknowledges and agrees that the payments offered to him under the terms of this Release Agreement and the Joint Stipulation of Settlement and Release represent valuable consideration.

7. Each paragraph and clause of this Release Agreement shall be deemed severable from all other provisions, and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the remaining provisions. In addition, to the extent permitted by applicable law, any invalid or unenforceable provision shall be enforced to the maximum extent permitted by applicable law.

8. The language of all parts of this Release Agreement shall in all cases be construed as a whole, according with its fair meaning, and not strictly for or against any of the parties. This Release Agreement may be executed by the parties in separate counterparts, with the same effect as if the parties had signed the same document. All such counterparts shall be deemed an original, shall be construed together, and shall constitute one and the same document. A facsimile signature shall be deemed an original signature.

9. This Release Agreement shall be binding upon the Parties and their respective heirs, representatives, successors, transferees and assigns.

10. This Release Agreement shall be interpreted in all respects by the internal laws of the State of Ohio without reference to conflicts of laws principles.

11. The settlement reflected in the Joint Stipulation of Settlement and Release and this Release Agreement shall not in any way be construed as an admission by the Defendant Released Parties of any liability or acts of wrongdoing, which liability and responsibility for damages are specifically denied.

12. Approval of Settlement by HUD: Defendant agrees to seek approval from HUD within thirty (30) days of the Parties entering into this Agreement, as executed by Smith. Smith shall execute this Agreement to be submitted to HUD for approval, and CMHA shall execute this Agreement promptly upon receiving HUD approval.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS AND THAT I EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY:

Dated: Mar 18, 2015

ELKANARD SMITH

Elkanard Smith Jr.
Elkanard Smith Jr. (Mar 18, 2015)

CUYAHOGA METROPOLITAN HOUSING AUTHORITY HEREBY ACKNOWLEDGES THAT IT HAS CAREFULLY READ THIS RELEASE AGREEMENT AND KNOWS AND UNDERSTANDS THE CONTENTS AND THAT IT EXECUTE THIS RELEASE KNOWINGLY AND VOLUNTARILY THROUGH THE UNDERSIGNED REPRESENTATIVE.

Dated: 4/13/15

CUYAHOGA METROPOLITAN HOUSING AUTHORITY

By: _____

Its: Chief Executive Officer

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ELKANARD SMITH on behalf of himself and all others similarly situated, Plaintiff, vs. CUYAHOGA METROPOLITAN HOUSING AUTHORITY Defendant.	)))))))))))	CASE NO. 1:14-cv-1409 JUDGE JAMES S. GWIN MAGISTRATE JUDGE VECCHIARELLI **ORDER OF DISMISSAL AND APPROVING SETTLEMENT**

This matter is before the Court on the Parties' Joint Motion for Approval of Settlement and Stipulation of Dismissal With Prejudice ("Joint Motion") pursuant to § 16(b) of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 216(b). The Joint Motion asks the Court to approve, as fair and reasonable, the proposed Settlement reached by the Parties and memorialized in the Joint Stipulation of Settlement and Release ("Settlement" or "Agreement") attached to the Joint Motion as Exhibit A.

Having reviewed the Joint Motion, the Agreement and its Exhibits, the Declaration of Anthony J. Lazzaro, and the pleadings and papers on file in this Action, and for good cause established therein, the Court enters this Stipulated Order of Dismissal and Approving Settlement, the Agreement and its Exhibits, the proposed Notice, the proposed Consent to Opt Into Lawsuit, Release and Dismiss Claims Form ("Consent Form"), the proposed allocation and calculation of Individual Payments, the proposed Service Award to the Representative Plaintiff, and the proposed attorneys' fees and expense reimbursements to Plaintiffs' Counsel, as follows:

1. The captioned Action asserts wage-and-hour claims under the FLSA, 29 U.S.C. §§ 201-219, on behalf of hourly, non-exempt employees of Defendant Cuyahoga Metropolitan Housing Authority ("CMHA").

2. On June 27, 2014, Representative Plaintiff filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219, and alleged that Defendant failed to pay employees for work performed during 10-minute grace periods before and after their shifts, in violation of the Fair Labor Standards Act ("FLSA"), 29 U.S.C. § 207 (the "Litigation"). On July 22, 2014, Defendant filed an answer to the Complaint disputing the material allegations both as to fact and law and denying any liability to Representative Plaintiff or any other employees, and asserting several affirmative defenses.

3. Between September and November 2014 the Parties engaged in an informal yet comprehensive exchange of information regarding Plaintiff's claims and Defendant's defenses to such claims. This included the calculations of Plaintiff's, the Existing Opt-In Party Plaintiffs', and the Eligible Settlement Participants' overtime damages for time clocked in during grace periods before and after their shifts.

4. On December 16, 2014, the Parties reached an agreement to settle the Action on the terms set forth in the Agreement attached to the Parties' Joint Motion as Exhibit A. The proposed Settlement eliminates the time, cost, and uncertainty of further litigation.

5. The Settlement will cover Representative Plaintiff, the 32 Existing Opt-In Party Plaintiffs identified in Appendix 1 of the Settlement, and the 762 Eligible Settlement Participants identified in Appendix 2 of the Settlement who elect to participate in the Settlement by signing and returning a Consent Form ("Settlement Class" or "Class Members").

6. To receive an Individual Payment, the Eligible Settlement Participants must sign and return the Consent Form attached as Exhibit B to the Parties' Joint Motion for Approval of

Settlement. The Eligible Settlement Participants may return Consent Forms to the Settlement Administrator or Plaintiffs' Counsel within sixty (60) days after the mailing of the notice. The Consent Forms must be emailed, faxed, or postmarked to the Settlement Administrator or Plaintiffs' Counsel within the sixty (60) day period to be timely.

7. The Settlement Agreement provides that, in consideration of the Total Eligible Settlement Payment, the claims of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants who elect to participate in the Settlement by signing and returning Consent Forms are to be dismissed with prejudice.

8. The Court finds that the proposed Settlement is fair and reasonable and satisfies the standard for approval under § 16(b) of the FLSA, 29 U.S.C. § 216(b). The Court finds that the Settlement resulted from arms-length negotiations between experienced counsel after substantial investigation. Plaintiffs' Counsel has informed the Court that he believes the Settlement is fair, reasonable, and adequate and in the best interests of the Representative Plaintiffs, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants. The Court has considered all relevant factors, including the risk, complexity, expense, and likely duration of the litigation; the extent of investigation; the amount offered in the Settlement; and the experience and views of counsel for the Parties.

9. The Court approves the Agreement and its Exhibits, including the proposed Notice and the proposed Consent Form, and orders that the Settlement be implemented according to the terms and conditions of the Agreement and as directed herein. The Court grants final approval of the Settlement as to the Representative Plaintiff, Existing Opt-In Plaintiffs, and all Eligible Settlement Participants who elect to participate in the Settlement by signing and returning a Consent Form.

10. The Court finds that the proposed allocation and calculation of the Individual Payments to Class Members are fair and reasonable. The Court approves the method of calculation and proposed distribution of the Individual Payments. The Parties have submitted with the Joint Stipulation of Settlement and Release two Appendices providing the names of the Existing Opt-In Party Plaintiffs and the Eligible Settlement Participants, and the Minimum and Maximum Settlement Payments for the Class Members. The Court approves the amounts and orders that such payments be distributed in the manner, and subject to the terms and conditions, set forth in the Agreement.

11. The Court approves the Class Representative Payment to the Representative Plaintiff in recognition of his service in the Action, and orders that such payment be made in the manner, and subject to the terms and conditions, set forth in the Agreement.

12. The Court approves the payment of attorneys' fees and expense reimbursements to Plaintiffs' Counsel as provided in the Agreement, and orders that such payments be distributed in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement.

13. The Court dismisses the claims of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants who sign and return Consent Forms with prejudice, and enters final judgment dismissing them from the Action. The Court finds there is no just reason for delay and directs the Clerk of the Court to enter this Stipulated Order of Dismissal and Approving Settlement immediately.

14. The Court retains jurisdiction over the Action to enforce the terms of the Settlement, including the notice administration, addition of Class Members and distribution process.

SO ORDERED:

Date: _____

_____
James S. Gwin
United States District Judge

SO STIPULATED:

/s/ Anthony J. Lazzaro
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

ELKANARD SMITH	)	CASE NO. 1:14-cv-1409
	)	
on behalf of himself and all others similarly situated,	)	JUDGE GWIN
	)	MAGISTRATE JUDGE VECCHIARELLI
Plaintiff,	)	
	)	**DECLARATION OF PLAINTIFFS' COUNSEL ANTHONY J. LAZZARO**
vs.	)	
	)	
CUYAHOGA METROPOLITAN HOUSING AUTHORITY	)	
	)	
Defendant.	)	

I, Anthony J. Lazzaro, pursuant to 28 U.S.C. § 1746, hereby declare, under penalty of perjury, that the following is true and correct to the best of my personal knowledge, information, and belief:

1. I am one of the attorneys for Representative Plaintiff Elkanard Smith, the Existing Opt-In Party Plaintiffs, and the Eligible Settlement Participants who elect to participate in the Settlement ("Settlement Class" or "Class Members").

Professional Experience

2. I founded The Lazzaro Law Firm, LLC in December 2006 to focus my practice on the representation of groups of employees in wage and hour collective and class actions. Since then, my firm has recovered over $25 million in settlement payments on behalf of employees.

3. I have litigated over 65 certified wage and hour collective and class actions, including actions against 1-800-Flowers, Inc., Aarons, Inc., Aldi, Inc., Forever 21, Nestlé, Papa John's USA, Inc., and other major corporations.

Exhibit E

4. Since 2007, I have filed over 20% of all of the Fair Labor Standards Act cases brought in the U.S. District Court for the Northern District of Ohio, including overtime and minimum wage claims involving employee misclassification, regular rate miscalculation, off-the-clock work, preparatory and concluding work, donning and doffing work, on-duty meal periods, improper rounding practices, short rest periods, waiting time, travel time, and improper tip pooling.

5. In addition to my practice, I served as an adjunct professor of law at Cleveland-Marshall College of Law where I taught an administrative law course on the Fair Labor Standards Act between 2008 and 2013. I have also been retained as an expert witness and as a mediator in a number of wage and hour cases.

Smith v. CMHA
Factual and Procedural Background

6. On June 27, 2014, I filed the above-captioned matter on behalf of Plaintiff and the Class Members with respect to their claims that Defendant failed to pay them for work performed during 10-minute grace periods before and after their shifts.

7. I have vigorously represented Plaintiff and the Class Members in this action, have conducted a significant investigation of the claims at issue, and have obtained a thorough familiarity with the factual and legal issues presented in this case.

8. The Parties engaged in substantial investigation prior to negotiating the Settlement. Prior to filing the Action, my firm performed a significant amount of research and factual investigation of the claims to set forth a factually specific and accurate complaint for the Court and Defendant. After filing the Action, relevant information was exchanged, including a complete analysis of each Class Member's overtime damages for time clocked in during grace periods before and after their shifts. In addition, my firm engaged in a further independent

investigation of the facts, obtained investigation notes from Representative Plaintiff and numerous other employees who are members of the proposed Settlement Class, and gathered a number of declarations from employees in the proposed Settlement Class. Thus, the legal issues in the case were thoroughly researched by counsel for the Parties, and all aspects of the dispute are well-understood by both sides.

9. On November 12, 2014, the Parties attempted to resolve the claims through a mediation with Magistrate Judge Vecchiarelli. The Parties did not reach a settlement at the mediation conference with the Magistrate Judge. The Parties continued their settlement discussions and ultimately reached an agreement on December 16, 2014, to settle the Action on the terms set forth in this Agreement. The parties reached the proposed settlement in this matter after extensive good faith bargaining.

The Settlement is Fair and Reasonable

10. From my experience litigating this case, and with my experience litigating numerous other wage and hour actions, I believe that the proposed Settlement is in the best interests of Plaintiff and the Class Members.

11. I also believe that the proposed Settlement is a fair, adequate and reasonable compromise of disputed claims. The Parties continue to disagree over the merits of Plaintiff's claims. Defendant maintained that time clocked in during grace periods before and after shifts was not compensable when employees did not perform work during these times, and many Class Members did not begin performing any compensable work activities until after the scheduled start of their shifts, especially during the morning grace period. In addition, the Parties disagreed whether the two-year limitations period for non-willful violations or three-year limitations period for willful violations applied. Defendant claims that even if Plaintiff succeeds on the merits,

Plaintiff cannot not prove a willful violation of the law, and thus, no wages would be owed for the 3rd year of the three-year limitations period.

12. If approved by the Court, the Proposed Settlement will provide substantial payments to the Class Members for unpaid overtime compensation. During the two-year limitations period for non-willful violations, Plaintiff, the Existing Opt-In Party Plaintiffs, and all of the Eligible Settlement Participants were denied $597,778.03 in overtime and regular wages for time clocked in during grace periods before and after their shifts. During the three-year limitations period for willful violations, Plaintiff, the Existing Opt-In Party Plaintiffs, and all of the Eligible Settlement Participants were denied $904,155.79 in overtime and regular wages. These figures capture damages due on all time that employees were clocked in during grace periods before and after their shifts, regardless of whether they were working during grace periods.

13. The Settlement will cover Representative Plaintiff, the 32 Existing Opt-In Party Plaintiffs identified in Appendix 1 of the Settlement, and the 762 Eligible Settlement Participants identified in Appendix 2 of the Settlement who elect to participate in the Settlement by signing and returning a Consent Form.

14. Two Hundred Sixty Thousand Eight Hundred Thirty Three Dollars and Thirty Four Cents ($260,833.34) of the Total Eligible Settlement Amount will be divided into Individual Payments to the Settlement Class.

15. The Individual Payments will be calculated proportionally on each Class Member's potential overtime damages for time clocked in during grace periods before and after their shifts during the Calculation Period, as calculated by Defendant and approved by Plaintiffs' Counsel. The Individual Payments will be calculated by first determining the percentage of

potential overtime damages payable to the Settlement Class, which will depend on the number of employees participating in the Settlement and their collective potential overtime damages. This percentage will be calculated by dividing $260,833.34 by the total potential overtime damages for all of the employees participating in the settlement. This percentage will then be multiplied by each Class Member's potential overtime damages to obtain the Individual Payments. The Class Members will receive no less than 28.8483% of their potential overtime damages during the Released Period in the event all of the Eligible Settlement Participants return Consent Forms (their "Minimum Settlement Payment"), and no more than 100% of their potential overtime damages (their "Maximum Settlement Payment"). The Minimum and Maximum Settlement Payments have been calculated by Plaintiffs' Counsel and Defendant's Counsel, and are provided in Appendices 1 and 2 of the Settlement.

16. The Parties' Counsel estimate that the opt-in rate will be between 50% and 60%.[1] Assuming a 60% opt-in rate, and an even distribution of damages, each Class Member will likely receive approximately 48% of their overtime damages during the three-year limitations period, and approximately 72% of their overtime damages during the two-year limitations period.

17. This Settlement provides immediate and substantial relief without the attendant risks and delay of continued litigation and appeals.

18. Ten Thousand Dollars ($10,000.00) of the Total Eligible Settlement Amount will be paid to Representative Plaintiff as a Class Representative Payment, in addition to his Individual Payment, in exchange for signing a general mutual release of all claims. Representative Plaintiff Elkanard Smith's services were extensive and effective. In addition to filing the collective action, he provided extensive factual information to Plaintiffs' Counsel,

[1] Based on the Parties' Counsel's experience litigating FLSA collective actions, opt-in rates are generally low – between 10% and 20%. In FLSA opt-in settlements, opt-in rates are higher – between 50 and 60%.

faithfully attended meetings with Plaintiffs' Counsel, attended the mediation conference with the Magistrate Judge, and attended the Case Management Conference. Moreover, he subjected himself to the responsibilities of serving as a named plaintiff in a lawsuit against his former employer.

19. The Settlement Agreement provides for attorneys' fees to Plaintiffs' Counsel in the amount of one-third of the Total Eligible Settlement Payment ($136,666.66), and expenses in the amount of $2,500.00. This fee award is reasonable in light of the exceptional benefit that was achieved for the Plaintiff and the Class Members, as discussed above and in the Parties' Motion for Approval. Finally, had this case not settled, Plaintiffs' Counsel would have vigorously litigated the case without any promise of success and compensation. All expenses were incurred during the course of the litigation of this Action or will be incurred during the administration of the Settlement.

20. Plaintiffs' Counsel's one-third fee request has been approved in similar FLSA collective actions in this judicial district. *See, e.g., Armbruster v. City of Cleveland*, Northern District of Ohio Case No. 1:13-cv-2626; *Williams v. Beckett Air, Inc.*, Northern District of Ohio Case No. 1:12-cv-2796; *Welch v. Incept Corporation*, Northern District of Ohio Case No. 5:12-cv-1775; *Malaj v. Gohlke*, Northern District of Ohio Case No. 1:11-cv-1578; *Campbell v. Judson Services*, Northern District of Ohio, Case No. 1:11-cv-906; *Murphy v. 1-800-Flowers*, Northern District of Ohio, Case No. 1:10-cv-1822; *Miller v. National Enterprise Systems*, Northern District of Ohio, Case No. 1:10-cv-1664; *Osolin v. Turocy & Watson LLP, et al,* Northern District of Ohio, Case No. 1:09-cv-2935; *Kelly v. National Enterprise Systems*, Northern District of Ohio, Case No. 1:09-cv-2268; *McNelley v. Aldi,* Northern District of Ohio, Case No. 1:09-cv-1868; *Rotuna v. West Customer Management Group,* Northern District of Ohio, Case No. 4:09-

cv-1608; *Jackson v. Papa John's*, Northern District of Ohio, Case No. 1:08-cv-2791; *Dillworth v. Case Farms*, Northern District of Ohio, Case No. 5:08-cv-1694; *Fincham v. Nestlé Prepared Foods Company*, Northern District of Ohio, Case No. 1:08-cv-73; and *McGhee v. Allied Waste Industries*, Northern District of Ohio, Case No. 1:07-cv-1110.

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Attorney for Plaintiffs

Signed in Cuyahoga County, Ohio,
this 17th day of April, 2015.