IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-HTC**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

JOINT MOTION FOR APPROVAL OF SETTLEMENT AND RELEASE AGREEMENT AND DISMISSAL WITH PREJUDICE

Representative Plaintiff Joseph Fullerton ("Representative Plaintiff or Plaintiff") and Golden Flake Snack Foods, Inc. ("Golden Flake") hereby respectfully move this Honorable Court to approve the proposed Fair Labor Standards Act ("FLSA") opt-in Settlement reached by the Parties and memorialized in the Settlement and Release Agreement and Dismissal With Prejudice ("Settlement" or "Agreement") attached hereto as Exhibit A. 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] Additionally, no oral argument is necessary or requested by the Parties.

The proposed settlement will resolve bona fide disputes involving overtime compensation claims brought under the FLSA on behalf of the Representative Plaintiff, the Existing Opt-In Party Plaintiffs, and other Eligible Settlement Participants who may choose to opt-in to the settlement by executing and returning Consent and Release Forms to be sent to them under this Court's order pursuant to the Stipulated Order Approving Settlement and Release Agreement and Dismissal With Prejudice, which is attached hereto as Exhibit D.

A Memorandum in Support of Approval is also attached hereto. The settlement documents submitted for approval or entry by this Honorable Court consist of the following:

Exhibit A: Settlement and Release Agreement and Dismissal With Prejudice with Appendix including the List of Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants

[1] *See Moore v. Ackerman Inv. Co*., 07-cv-3058, 2009 WL 2848858, at *2 (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.*, 07-cv-1680, 2008 WL 4642270 (M.D. Fla. Oct. 8, 2008) (same); *Barnes v. Benzerenterprises, Inc.*, 07-cv-1754, 2008 WL 4059839, at *1 (M.D. Fla. Aug. 27, 2008) ("the Court determines that there is no need for a fairness hearing").

Exhibit B: Notice of Settlement of Lawsuit, with attached Consent and Release Form

Exhibit C: General Release Agreement

Exhibit D: Stipulated Order Approving Settlement and Release and Dismissal With Prejudice

Exhibit E: Declaration of Class Counsel Anthony J. Lazzaro

Exhibit F: Declaration of Class Counsel Chastity L. Christy

Exhibit G: Declaration of Class Counsel Shannon M. Draher

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on March 8, 2019, a copy of the foregoing *Motion For Approval Of Settlement And Release Agreement and Dismissal With Prejudice* was sent to all parties by operation of the Court's electronic filing system. Parties may access the filing through the Court's system.

/s/ Chastity L. Christy
One of the Attorneys for Plaintiffs

IN THE UNITED STATES DISTRICT COURT
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JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-HTC**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

MEMORANDUM IN SUPPORT OF JOINT MOTION FOR APPROVAL OF SETTLEMENT AND STIPULATION OF DISMISSAL WITH PREJUDICE

I. INTRODUCTION

Plaintiff Joseph Fullerton ("Representative Plaintiff" or "Plaintiff"), on behalf of himself, the existing Opt-in Party Plaintiffs who have already joined the case ("Existing Opt-In Party Plaintiffs"), and the FLSA Eligible Settlement Participants, who have not already joined this action and are the putative members of the proposed collective (the "Eligible Settlement Participants") (collectively, the "FLSA Class"[1]),

[1] Technically, this is an FLSA "collective" action, but most still refer to a collective group as a "class," which is also a more recognizable term for the Eligible Settlement Participants.

and Defendant Golden Flake Snack Foods, Inc. ("Golden Flake" or "Defendant"), submit this Memorandum in support of their Joint Motion for Final Approval of an FLSA Settlement ("Motion").

The Parties reached a settlement after engaging in a lengthy mediation session with a well-regarded mediator, Professor Lynn P. Cohn (Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School), followed by numerous telephone discussions between counsel. The settlement terms and settlement amount reflects the Parties' and mediator's informed view of the relative merits of Plaintiff's claims that Eligible Settlement Participants are not exempt from the FLSA's overtime requirement, the relative strengths of the defenses asserted by Defendant (including whether some or all of the members of the FLSA Class are covered by the FLSA's outside sales exemption and whether a prior state administrative order and other actions taken by Defendant established good faith on the part of Defendant), and the nature and extent of the alleged damages (including the number of hours worked by each member of the FLSA Class over 40 hours per week).

II. FACTUAL AND PROCEDURAL BACKGROUND

A. The Action

On May 1, 2017, Joseph Fullerton, an individual, on behalf of himself and others similarly situated, filed the above-captioned action as a collective action under

the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219 against Golden Flake in the U.S. District Court for the Northern District of Florida, Pensacola Division, No. 3:17-cv-00296 (the "Action"). The Action contests Defendant's practice and policy of classifying its route sales professionals ("RSPs") as exempt under the FLSA's outside sales exemption covering "drivers who sell" and failing to pay them alleged overtime compensation at the rate of one and one-half times their regular rates of pay for all hours each RSP worked over forty (40) hours per week within the limitations period.

After significant discovery took place, Plaintiff filed a 38-page Motion for Conditional Certification and Court-Authorized Notice on January 31, 2018. Defendant opposed that motion on February 22, 2018.

On August 30, 2018, this Court granted Plaintiff's Motion for Conditional Certification and ruled that "the Punitive Collective Members shall be comprised of the plaintiff, Edward Joseph Fullerton, and all other persons employed by the defendant, Golden Flake Snack Foods, Inc., as a Route Sales Professional that drove a truck weighing 10,000 pounds or less during the period three years preceding the commencement of the lawsuit to the present." (Dkt. 75, p.13.) Further, this Court ordered that the Parties jointly submit a proposed Notice to the Putative Collective Members. (*Id*.)

On September 12, 2018, Defendant filed a Motion for Reconsideration of August 30, 2018 Order, or, in the Alternative, for Permission to File an Interlocutory Appeal, and for an Emergency Stay. (Dkt. 59.) That same day the Court granted Defendant's motion to the limited extent that it sought a stay of the Court's August 30th order, pending resolution of Defendant's motion, and stayed the case until October 15, 2018 to afford Plaintiff time to file a response and for the Court to rule on that motion. (Dkt. 60.) On September 26, 2018, Plaintiff filed his Opposition Brief. (Dkt. 61.) On October 12, 2018, this Court denied Defendant's Motion for Reconsideration. (Dkt. 62.)

B. Negotiation of the Settlement

Subsequent to the Court's Order denying Defendant's Motion for Reconsideration, the Parties engaged in lengthy discussions regarding negotiating the Notice to Putative Collective Members and potential mediation.

After much discussion between Counsel, the Parties agreed to the terms set forth in the Joint Stipulation Regarding Notice, Due Diligence Exchange, Mediation and Tolling. (Dkt. 65.)

A complete analysis of each member of the FLSA Class' alleged overtime damages resulting from Defendant's practice and policy of paying RSPs primarily on a commission basis instead of hourly including overtime at one and one-half times their "regular rate" was performed, by reviewing and analyzing their time and

pay records, and verifying same with members of the FLSA Class. (Exs. E, ¶ 27; F, ¶ 33; G, ¶26.)

On December 19, 2018, Counsel for the Parties traveled to New York and engaged in a formal full day of mediation with the assistance of Mediator Cohn, which led to a settlement of the Action, without an admission of liability, on the terms set forth in the in the Parties' Settlement and Release Agreement and Dismissal With Prejudice (the "Settlement Agreement"). (Exs. A; E, ¶32; F, ¶38; G, ¶ 31.)

C. The Settlement Terms

The terms of the Settlement Agreement include: the total Settlement Payment to be made by Defendant; Effective Date of Settlement; calculation of Individual Payments to Eligible Settlement Participants and Class Members; process for distributing Individual Payments to recipients; proposed Service Award Payments to Representative Plaintiff and Discovery Class Representatives (i.e., Existing Opt-In Party Plaintiffs who had their depositions taken in the Action and include Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton) (Ex. A ¶7) in recognition of their services in this Action and providing general releases; proposed distribution of reasonable attorneys' fees and expense reimbursements to Class Counsel; and retention and payment of a Settlement Administrator. (*See* Ex. A.) The Settlement Administrator is Analytics

Consulting, LLC, which is a highly experienced administrator of class and collective action settlements. Nilges Draher LLC has retained it to administer both settlements and class notices under Section 16(b) of the FLSA and state overtime law claims under Rule 23. Such projects have involved collective and classes involving several hundred opt-ins and putative Rule 23 class members ranging from several hundred participants to over 20,000 putative collective and class members. Each time Analytics Consulting, LLC successfully administered such settlements and class notices without complication. A copy of Analytics Consulting, LLC's representative experience in administering collective and class actions is attached to the Declaration of Shannon Draher

The persons eligible for Individual Payments consist of Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants who execute and return Consent and Release Forms ("Class Members"). (*See* Ex. A.)

Class Members will release all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action, including, but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, statutory damages or penalties, interest, attorneys' fees, and expenses, as alleged the Complaint and Amended Complaint, pursuant to the FLSA and any and all applicable state wage-and-hour, wage payment, and wage notice laws through the Release Period. (*See* Ex. A.)

The "Release Period" for each Class Member shall mean the period of three (3) years prior to the date the Action was commenced through and until the date that Class Member duly executes and returns his/her Consent and Release Form or cashes or endorses his/her W-2 check, whichever date is earlier. (*See* Ex. A.)

The Individual Payments for which Class Members are eligible will be calculated proportionally based on each Class Member's alleged overtime damages resulting from Defendant's paying the Class Member primarily on a commission basis instead of an hourly basis including overtime at one and one-half times the Class Member's "regular rate" during the Calculation Period. (Exs. A; E, ¶ 44; F, ¶ 50; G, ¶43.)

The "Calculation Period" for Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form and ending October 31, 2018, and the "Calculation Period" for the Eligible Settlement Participants shall mean the period October 1, 2015 and ending October 31, 2018. (Exs. A ¶11; E, ¶ 45; F, ¶ 51; G, ¶ 44.)

III. MOTION FOR APPROVAL OF FLSA SETTLEMENT

"Only two ways exist for the settlement or compromise of an employee FLSA claim: one is where an employee accepts payment supervised by the Secretary of Labor; the other is pursuant to 'a stipulated judgment entered by a court which has determined that a settlement proposed by an employer and

employees, in a suit brought by the employees under the FLSA, is a fair and reasonable resolution of a bona fide dispute over FLSA provisions.'" *Silva v. Miller*, 307 F. App'x 349, 351 (11th Cir. 2009) (citing *Lynn's Food Stores, Inc. v. U.S. ex rel. U.S. Dep't. of Labor*, 679 F.2d 1350, 1352-1354 (11th Cir. 1982) (internal citations omitted)).

Typically, courts regard the adversarial nature of a litigated FLSA case to be an adequate guarantor of fairness. *Lynn's,* 679 F.2d at 1353-54. "Settlements may be permissible in the context of a suit brought by employees under the FLSA for back wages because initiation of the action by the employees provides some assurance of an adversarial context. The employees are likely to be represented by an attorney who can protect their rights under the statute. Thus, when the parties submit a settlement to the court for approval, the settlement is more likely to reflect a reasonable compromise of disputed issues than a mere waiver of statutory rights brought about by an employer's overreaching." *Id.*

A. <u>The FLSA Class Should Be Finally Certified For Settlement</u>

For settlement purposes of this Action, the Parties stipulate to certification of the following FLSA Class:

> All current and former Route Sales Professionals employed by Golden Flake Snack Foods, Inc. and its successors, assigns, and affiliates, between October 1, 2015 and October 31, 2018.[2]

[2] This Class will include Representative Plaintiff, Opt-In Party Plaintiffs, and Eligible FLSA Settlement Participants. Notice will only be mailed to Eligible FLSA

The FLSA expressly authorizes a collective action to be maintained "by any one or more employees" on behalf of "themselves and other employees similarly situated." 29 U.S.C. § 216(b).

The issue of final certification can arise upon agreement of the Parties when an FLSA action has been settled before final class certification. *See Hosier v. Mattress Firm, Inc.*, 2012 WL 2813960, *3 (M.D. Fla. June 8, 2012) ("Here, the parties agree for purposes of settlement that all Qualified Claimants 'are similarly situated.'… The parties represent that 'the discovery in this case indicated that the [Qualified Claimants] share a common job description and allegedly performed similar job duties nationwide.'")

Courts must determine whether the plaintiffs "are similarly situated by considering the following factors: '(1) disparate factual and employment settings of the individual plaintiffs; (2) the various defenses available to defendant[s] [that] appear to be individual to each plaintiff; [and] (3) fairness and procedural considerations[.]'" *Id.* (quoting *Morgan v. Family Dollar Stores, Inc.*, 551 F.3d 1233, 1261 (11th Cir. 2008) (internal quotations and citations omitted)).

1. Minimal Factual and Employment Disparities Exist Between Plaintiff and the FLSA Class

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Settlement Participants employed between October 1, 2015 and October 31, 2018 as the statute of limitations has run for all other individuals employed prior to October 1, 2015. The parties intend that the FLSA Class is intended to cover all Golden Flake Routes during the applicable time period.

Plaintiffs assert that while factual and employment disparities exist between Plaintiff and the FLSA Class, they are minimal. (Exs. E, ¶ 36; F, ¶ 42; G, ¶ 36.) In Plaintiff's view, the only disparities that exist with respect to this Action are the various warehouses and storage locations/bins out of and from which Plaintiff and members of the FLSA Class work, the various Golden Flake routes covered by Plaintiff and each member of the FLSA Class, and the amount of overtime compensation to which each is entitled if not exempt from overtime under the FLSA. (*Id.*)

The Parties do not dispute that there are disparities between the members of the FLSA Class and Plaintiff and among the members of the FLSA Class themselves but, solely for purposes of this Motion, the Parties stipulate that any disparities between and among the members of the FLSA Class do not outweigh the similarities of their duties and the policies and practices to which they were subjected. This is without prejudice to Defendant's position in this Action if this Settlement is not approved and in any other or future legal proceeding, and shall not be taken as an admission, that any employees are similarity situated.

For an opt-in class to be created under § 216(b) of the FLSA, employees need only show "that their positions are similar, not identical" to the putative class members' positions. *Grayson v. K Mart Corp.*, 79 F.3d 1086, 1096 (11th. Cir. 1996). A unified policy, plan, or scheme of FLSA violations is not required to satisfy the

"similarly situated" requirement. *Id*. at 1095.

The burden for "similarly situated" under the FLSA is "lighter than 'that for joinder or for certification of a class action under [FRCP] 20(a) or 23, respectively.'" *Fernandez v. Harvard Maint., Inc*., 2011 WL 6934123, at *3 (M.D. Fla. Dec. 14, 2011), *report and recommendation adopted*, 2011 WL 6934134 (M.D. Fla. Dec. 30, 2011) (quoting *Gonzalez v. Hair Club for Men, Ltd., Inc*., 2007 WL 1079291, at *2 (M.D. Fla. Apr. 9, 2007) (citing *Grayson*, 79 F.3d at 1096).

For purposes of settlement of this Action, the Parties stipulate (without prejudice to Defendant) that Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants identified in Appendix A are similarly situated, so as to certify them as a collective class under the FLSA, as follows:

- They were employed by Golden Flake Snack Foods, Inc. and its successors, assigns, and affiliates, including Utz Quality Foods, LLC (the "Company") as route sales professionals between October 1, 2015 and October 31, 2018;

- They were classified by the Company as "exempt" employees;

- They spent much, and in some cases, the majority of their workweek driving a Company vehicle with a Gross Vehicle Weight Rating of 10,000 pounds or less and delivering product to Company customers on a designated route. The Parties recognize there is a good faith dispute as to whether that activity constitutes work performed incidental to and in conjunction with the employee's own outside sales or solicitations that would be regarded as outside sales

work under the applicable regulations, 29 C.F.R. § 541.504(a).

- They had the same job titles and job descriptions between October 1, 2015 and October 31, 2018;
- They were subjected to some of the same Company policies;
- They were paid commissions during the period of time between October 1, 2015 and October 31, 2018;
- They worked in excess of 40 hours in at least one (1) workweek within the period of time between October 1, 2015 and October 31, 2018; and
- They were not paid overtime compensation for the hours they worked in excess of 40 each workweek within the period of time between October 1, 2015 and October 31, 2018.

(Exs. E, ¶ 35; F, ¶ 41; G, ¶ 34.)

Therefore, the FLSA Class allegedly suffered from the same FLSA violations.

2. Defendant's Primary Defense Is Identical For Members of the FLSA Class

Here, Defendant has asserted the identical primary defense to the Representative Plaintiff's claims on behalf of the FLSA Class. In particular, Defendant asserts, among other defenses, that each member of the FLSA Class is "exempt" under the FLSA's outside sales employee exemption.[3] Thus, the same primary defense applies to each member of the FLSA Class.

[3] Dkt. 29, ¶33.

3. The Settlement Distributions Are Fair, Reasonable, and Adequate

In reviewing a settlement of an FLSA claim, courts must "scrutiniz[e] the settlement for fairness," and determine that the settlement is a "fair and reasonable resolution of a bona fide dispute over FLSA provisions. *Stalnaker v. Novar Corp*., 293 F. Supp. 2d 1260, 1263 (M.D. Ala. 2003) (citing *Lynn's*, 679 F.2d at 1355.)

"If a settlement in an employee FLSA suit reflects 'a reasonable compromise over issues,' such as FLSA coverage or computation of back wages that are 'actually in dispute,' the court may approve the settlement 'in order to promote the policy of encouraging settlement of litigation.'" *Hamilton v. Frito-Lay, Inc*., 2007 WL 328792, at *1 (M.D. Fla. Jan. 8, 2007), *report and recommendation adopted*, 2007 WL 219981 (M.D. Fla. Jan. 26, 2007) (quoting *Lynn's*, 679 F.2d at 1354.

In determining whether the settlement is fair and reasonable, the Court should consider the following factors:

> (1) the existence or absence of any collusion behind the settlement;
> (2) the complexity, expense, and likely duration of the litigation;
> (3) the stage of the proceedings and the amount of discovery completed;
> (4) the probability of plaintiff's success on the merits;
> (5) the range of possible recovery; and
> (6) the opinions of counsel.

Mason v. Wyndham Vacation Ownership, Inc., 2012 WL 570060, at *1-2 (M.D. Fla. Feb. 17, 2012), *report and recommendation adopted*, 2012 WL 570037 (M.D. Fla. Feb. 22, 2012) (referencing *Leverso v. South Trust Bank of Ala. Nat. Assoc*., 18 F.3d

1527, 1531 n.6 (11th Cir.1994); *Hamilton v. Frito–Lay, Inc.*, 2007 WL 328792, at *2 (M.D. Fla. January 8, 2007).

"The Court should be mindful of the strong presumption in favor of finding a settlement fair." *Mason*, 2012 WL 570060, at *2 (referencing *Cotton v. Hinton*, 559 F.2d 1326, 1331 (5th Cir. 1977)); *Brown v. SeaDog Brewpub BV, LLC*, 2016 WL 7743030, at *2 (M.D. Fla. Dec. 29, 2016), *report and recommendation adopted*, 2017 WL 119741 (M.D. Fla. Jan. 12, 2017). "[I]n the absence of a bench trial, 'the Court is generally not in as good a position as the parties to determine the reasonableness of an FLSA settlement' and that '[i]f the parties are represented by competent counsel in an adversary context, the settlement they reach will, almost by definition, be reasonable.'" *Crabtree v. Volkert, Inc.*, 2013 WL 593500, at *3 (S.D. Ala. Feb. 14, 2013) (citing *Bonetti v. Embarq Management Co.*, 715 F.Supp.2d 1222, 1227 (M.D. Fla. 2009)).

Here, the Settlement Agreement provides that Defendant's Settlement Payment, after deduction of Service Award Payments to Representative Plaintiff and Discovery Class Representatives, attorneys' fees, litigation reimbursements to Class Counsel, and costs of an independent third-party Claims Administrator, will be divided into Individual Payments for which participants in the settlement will be eligible. (*See* Ex. A.)

All components of the proposed distribution are proper and reasonable, and the Settlement Agreement as a whole is fair, reasonable, and adequate for the FLSA Class.

(a) There Was, Of Course, No Collusion

The Parties' counsel each have extensive experience litigating FLSA and other wage and hour claims, including claims for unpaid hours worked. (Exs. E, ¶¶ 3-9; F, ¶¶ 2-16; G, ¶¶ 2-8.)

A Settlement Agreement was achieved only after arms-length and good faith negotiations between the Parties, achieved under the auspices and assistance of Mediator Cohn, on December 19, 2018, who is experienced in mediating wage and hour class and collective action claims. (Ex. E, ¶¶ 31-32; F, ¶¶ 37-38; G, ¶¶ 30-31.)

(b) The Complexity, Expense, and Likely Duration of the Litigation

The Action has been pending for more than 21 months. (Exs. E, ¶ 54; F, ¶ 69; G, ¶53.) It is a complex FLSA matter in which Plaintiffs have alleged that Defendant misclassified them as "exempt" employees and failed to pay them overtime compensation for the hours they worked over 40 in a workweek. (*Id*.) Defendant has pleaded as an affirmative defense that the members of the FLSA Class are exempt under the "outside sales employees" exemption. (*Id*.) Defendant has also pleaded that its decision to treat RSPs as exempt was made in good faith and was

non-willful in nature, which if shown to be true at trial would very substantially reduce the recovery of the FLSA Class.

The Action has the potential to go on for many years; for the last approximately 21 months it has been hard fought by both sides. (Exs. E, ¶ 54; F, ¶ 69; G, ¶ 53.) Sixteen depositions had taken place to date. (Exs. E, ¶ 18; F, ¶ 25; G, ¶ 17.) There were at least another 25 depositions to be taken in this case, depending on the number of Eligible Settlement Participants who would have opted into the matter to become Class Members. (Exs. E, ¶ 54; F, ¶ 69; G, ¶ 53.)

The Parties expended significant time, attorneys' fees, and expenses in litigating this Action over the last 21 months. (*See* Docket and Exhibits E-G.) There was significant discovery and motion practice to still take place.

Defendant indicated that it anticipated moving for decertification and, if the Court denied that motion, a lengthy trial would have been conducted, with many witnesses testifying and volumes of exhibits admitted into evidence. Additionally, either party would have likely appealed. (Exs. E, ¶ 58; F, ¶ 70; G, ¶ 54.)

As such, the case was poised for years of litigation, and the attorneys' fees and costs of litigation would likely have dwarfed the current settlement amount. Representative Plaintiff and his counsel recognize that there was no guarantee of success at trial and/or on appeal.

(c) The Stage of the Proceeding and the Amount of Discovery Completed

While discovery has not been completed, a significant amount of discovery has taken place. Interrogatories and Requests for Production of Documents were served upon and answered by the Parties. Defendant produced over 5,500 pages of documents, which were analyzed by Class Counsel. (Exs. E, ¶ 17; F, ¶ 24; G, ¶ 16.)

Sixteen (16) depositions were taken in two (2) different states. (Exs. E, ¶ 18 19; F, ¶ 25-26; G, ¶ 17-18.) Class Counsel traveled from the Cleveland and/or Massillon, Ohio area to Pensacola, Florida and Birmingham, Alabama, on multiple occasions to prepare the (1) Representative Plaintiff and six (6) Existing Opt-In Party Plaintiffs for depositions and attend those depositions, and to take the two (2) Rule 30(b)(6) depositions and seven (7) depositions of non-Opt-In RSPs. (*Id*.)

A complete analysis of the alleged overtime damages was performed for each member of the FLSA Class resulting from Defendant's practice and policy of paying the RSPs primarily on a commission basis instead of an hourly basis including overtime at one and one-half times their "regular rate", by reviewing and analyzing each of their time and pay data and records, and verifying same with them. (Exs. E, ¶ 27; F, ¶ 33; G, ¶ 26.)

The Parties engaged in numerous telephone calls and email correspondence in connection with discovery and other matters; this case was heavily litigated by

both sides. (Exs. E, ¶ 28-29; F, ¶ 34-35; G, ¶27.) Additionally, Counsel traveled to New York and attended a full day of Mediation. (Exs. E, ¶ 32; G, ¶31.)

(d) Probability of Plaintiff's Success on the Merits

The Parties agree and stipulate that there are several disputed legal and factual issues that impact the likelihood of plaintiff's success on the merits, including:

- Whether each member of the FLSA Class was exempt from the overtime provisions of the FLSA under the outside sales employee exemption for "drivers who sell";
- Whether each member of the FLSA Class had the primary duty of making sales;
- Whether each member of the FLSA Class was properly paid on a commission basis;
- Whether each member of the FLSA Class was entitled to overtime compensation;
- Whether each member of the FLSA Class worked over 40 hours in any given workweek;
- The number of hours each member of the FLSA Class worked in any given workweek;
- The damages allegedly suffered by each member of the FLSA Class;
- Whether Defendant is liable for liquidated damages;
- Whether Defendant can establish a "good faith" defense to the claims of the FLSA Class;

- Whether the conditionally certified FLSA Class would be decertified prior to trial;
- Whether the three (3) year or two (2) year statute of limitations applies; and
- Whether Defendant violated the FLSA, and whether such violation was willful.

There are factual and employment disparities between the each member of the FLSA Class that Defendant would have used in an attempt to decertify the class, including working out of various warehouses and storage/bin locations, being subject to different policies and procedures, having varying routes, varying in the amount and types of "sales" they allegedly performed, varying hours worked, varying factual indicia pertaining to the primary duty of the members of the FLSA Class, and amount of overtime compensation which each allegedly may be owed if not exempt from the FLSA's overtime requirements. (Exs. E, ¶ 36; F, ¶ 42; G, ¶ 35.) Representative Plaintiff and his counsel believe the factual and employment disparities are minimal, while Defendant and its counsel believe that there are material differences among the members of the FLSA Class that could lead to decertification of the conditionally certified collective action. (Exs. E, ¶ 37; F, ¶ 43; G, ¶ 36.) If the collective action would be decertified, certain members of the FLSA Class may have been reluctant to bring individual actions, while those who brought their own actions would have faced separate challenges and costs in proceeding as

individuals, rather than as a collective, including the high cost of individual litigation. (Exs. E, ¶ 38; F, ¶ 44; G, ¶ 37.)

Defendant has a colorable argument that the members of the FLSA Class were subject to the FLSA's outside sales exemption. (Exs. E, ¶ 39; F, ¶ 45; G, ¶ 38.) Factual disputes over their job duties remain, which would likely persuade both Parties that a motion for summary judgment would be ill-advised and a waste of each side's financial resources. It is quite possible that a reasonable jury could find Representative Plaintiff and members of the FLSA Class to be covered by the outside sales exemption. (*Id.*) Representative Plaintiff and members of the FLSA Class therefore risk losing at trial, resulting in no recovery of their alleged overtime compensation. (*Id.*)

Further, if the FLSA Class was successful at trial, Defendant indicated it was prepared to appeal any verdict in favor of the FLSA Class. (Exs. E, ¶ 40; F, ¶ 46; G, ¶ 39.) Years of litigation would ensue and delay any payments allegedly owed to the FLSA Class. (*Id.*) By settling, the FLSA Class avoids the risk of decertification, loss at trial, and/or loss on appeal.

In *Crabtree v. Volkert, Inc.*, 2013 WL 593500, at *3 (S.D. Ala. Feb. 14, 2013), the Court found the settlement to be fair and reasonable because the defendant had a colorable argument that plaintiffs were subject to the FLSA's administrative

exemption and that a jury could reach such conclusion, resulting in no recovery of backpay for overtime hours.

(e) The Range of Possible Recovery

All Individual Payments will be calculated proportionally on each member of the FLSA Class' overtime damages resulting from Defendant's policy and practice of paying RSPs primarily on a commission instead of hourly basis including overtime at the rate of one and one-half their "regular rates" for all hours worked over 40 in a workweek during the Calculation Period. (Exs. E, ¶ 44; F, ¶ 50; G, ¶ 43.) The "Calculation Period" for Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form and ending October 31, 2018, and the "Calculation Period" for the Eligible Settlement Participants shall mean the period October 1, 2015 and ending October 31, 2018. (Exs. A, ¶11; E, ¶ 45; F, ¶ 51; G, ¶ 44.)

Approval of the Proposed Settlement will provide substantial payments to Representative Plaintiff, Opt-In Party Plaintiffs, and Class Members for unpaid overtime compensation. Representative Plaintiff alleged that he typically worked between 45-50 hours or more each week. (Dkt. 21, p.4; Exs. E, ¶ 46; F, ¶ 52; G, ¶ 45.) Class Counsel estimates that the other members of the FLSA Class also typically worked between 45-50 hours or more each week, and on average, worked closer to 50 hours per week. (*Id*.)

In anticipation of mediation, Defendant performed an extensive time study using data it had previously provided to Class Counsel. (Exs. E, ¶ 47; F, ¶ 53; G, ¶ 46.) Based on Defendant's findings, Defendant estimated that the members of the FLSA Class worked on average not more than approximately 48.5 hours per week, less any time-off taken by him/her during the workweek, including any vacation or sick time, as well as any time off during any day of the week for meals, breaks, and personal affairs. Some RSPs worked more than 48.5 hours on average per week; some worked less. This is the average. The time study was subject to review and scrutiny by Class Counsel. Mediator Cohn also closely reviewed and analyzed the aforesaid time study and confirmed that it appeared to be valid. (*Id*.)

Assuming Defendant is correct that the members of the FLSA Class worked an average of not more than 48.5 hours per week, Representative Plaintiff and members of the FLSA Class were allegedly denied $2,121,218.04 in overtime compensation during the three-year limitations period, if the extended limitations period is applicable. (Exs. E, ¶ 48; F, ¶ 54; G, ¶ 47.) If the shorter two-year limitations period is applicable, based on the non-willfulness of Defendant's decision to treat the members of the FLSA Class as exempt under the FLSA's outside sales exemption, Representative Plaintiff and members of the FLSA Class were allegedly denied $1,252,975.86 in overtime compensation. (*Id.*)

Thus, the Proposed Settlement recovers approximately 80.14% of the alleged overtime compensation Representative Plaintiff and the members of the FLSA Class were allegedly denied over the three-year limitations period, or approximately 135.68% over the two-year limitations period. (Exs. E, ¶ 49; F, ¶ 55; G, ¶ 48.) This calculation is based on an additional half-time that each overtime hour worked on average by the members of the Class. (*Id*.)

The substantial payments that the members of the FLSA Class will receive are comparable to the payments found to be reasonable in a similar case, *Drummond v. Herr Foods Inc.*, 2016 WL 7013512 (E.D. Pa. Sept. 9, 2016). This also takes into account the greater significance in this case of good faith and non-willfulness defenses upon which Defendant expressly stated to Plaintiff that it intended to rely, including the following factual circumstances: several instances whereby Golden Flake reviewed the FLSA regulations and received advice from outside counsel pertaining to the applicability of the outside sales exemption for RSPs, actions taken by the Company with regard to employees other than RSPs in order to get into compliance with the FLSA with respect to such employees, deposition and affidavit testimony allegedly probative that the primary duty of RSPs is making and increasing sales, anticipated expert testimony about the primary focus of RSPs involving an impulse purchase industry such as the snack foods industry, and a

determination in favor of the Company in an outside sales exemption case before an administrative agency in 2013, among others.

Moreover, these substantial payments are also comparable to the payments found to be reasonable in *Swiger, et al. v. Utz*, No. 1:15-cv-02196-CCC (M.D. Pa. June 14, 2017).

(f) The Opinions of Counsel

The Parties' counsel are experienced in wage-and-hour class actions, have acted in good faith, and have represented their clients' best interests in reaching the Settlement Agreement. Counsel support the Settlement Agreement as fair and reasonable and in the best interest of the FLSA Class as a whole, as described in the Declarations of Class Counsel (Exs. E, F, G).

4. The Attorneys' Fees and Costs Are 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).

Where the representative party has conferred a substantial benefit upon a class, counsel is entitled to an allowance of attorneys' fees based upon the benefit obtained. *Camden I Condominium Ass'n, Inc. v. Dunkle*, 946 F.2d 768, 771 (11th Cir. 1991); *Boeing Co. v. Van Gemert*, 444 U.S. 472, 478 (1980). The common benefit doctrine recognizes that those who receive the benefit of a lawsuit without

contributing to its costs are "unjustly enriched" at the expense of the successful litigant. *Boeing*, 444 U.S. at 478; *Mills v. Electric Auto–Lite Co.*, 396 U.S. 375, 392 (1970). The Supreme Court, the Eleventh Circuit, and district courts in this Circuit have all noted that "[a] litigant or a lawyer who recovers a common fund for the benefit of persons other than himself or his client is entitled to a reasonable attorney's fee from the fund as whole." *In re Sunbeam Sec. Litig.*, 176 F.Supp.2d 1323, 1333 (S.D. Fla. 2001) (citing *Boeing*, 444 U.S. at 478); *see also Camden I*, 946 F.2d at 771 ("Attorneys in a class action in which a common fund is created are entitled to compensation for their services from the common fund, but the amount is subject to court approval.").

"In the Eleventh Circuit, class counsel is awarded a percentage of the fund generated through a class action settlement." *In re Checking Account Overdraft Litigation*, 830 F.Supp.2d 1330, 1358 (S.D. Fla. 2011). In *Camden I*, the Eleventh Circuit held that "the percentage of the fund approach [as opposed to the lodestar approach] is the better reasoned in a common fund case. Henceforth in this circuit, attorneys' fees awarded from a common fund shall be based upon a reasonable percentage of the fund established for the benefit of the class." 946 F.2d at 774. "The lodestar approach should not be imposed through the back door via a 'crosscheck.'" *In re Checking Account Overdraft Litigation*, 830 F.Supp.2d at 1362. Rather, the lodestar "creates an incentive to keep litigation going in order to maximize the

number of hours included in the court's lodestar calculation." *In re Quantum Health Resources, Inc.*, 962 F.Supp. 1254, 1256 (C.D. Cal. 1997). Precisely for this reason, in *Camden I*, the Eleventh Circuit criticized the lodestar approach and the inefficiencies that it creates. 946 F.2d at 773-75. In so doing, the court "mandate[d] the exclusive use of the percentage approach in common fund cases, reasoning that it more closely aligns the interests of client and attorney, and more faithfully adheres to market practice." *Goldberger v. Integrated Resources, Inc.*, 209 F.3d 43, 50 (2d Cir. 2000) (emphasis added); *see also* Alba Conte, *Attorney Fee Awards* § 2.7, at 91 fn.41 ("The Eleventh...Circuit[ ] repudiated the use of the lodestar method in common-fund cases").

Under *Camden I*, courts in this Circuit regularly award fees based on a percentage of the recovery, without discussing lodestar at all. *See*, *e.g.*, *David v. American Suzuki Motor Corp.*, 2010 WL 1628362 (S.D. Fla. Apr. 15, 2010). "[A] common fund is itself the measure of success and represents the benchmark on which a reasonable fee will be awarded….In this context, monetary results achieved predominate over all other criteria." *Camden I*, 946 F.2d at 774 (citations and alterations omitted). Common fund fee awards are appropriate and the favored approach in FLSA class settlements involving a common fund.

Further, as stated in *Vogenberger v. ATC Fitness Cape Coral, LLC*, 2015 WL 1883537 * 4, (M.D. Fla. Apr. 15, 2015), an FLSA class case in which the court

awarded a common fund fee of 33%, "[a]lthough the Court must consider the reasonableness of any award of attorney's fees, it is not required to conduct an in-depth analysis of the award unless it is unreasonable on its face." *King v. My Online Neighborhood, Inc.*, 2007 WL 737575, at *4 (M.D. Fla. Mar. 7, 2007); *see also Stahl v. MasTec, Inc.*, 2008 WL 2267469 (M.D. Fla. May 20, 2008); *Sands Point Partners, L.P. v. Pediatrix Med. Group, Inc.*, 2002 WL 34343944 (S.D. Fla. May 3, 2002); *Fabricant v. Sears Roebuck & Co.*, 2002 WL 34477904 (S.D. Fla. Sept. 18, 2002).

"The FLSA does not require the Court to conduct 'an in depth analysis...unless the unreasonableness of such award is apparent from the face of the documents.'" *Hosier*, 2012 WL 2813960, at *5; *see also Vogenberger v. ATC Fitness Cape Coral, LLC*, 2015 WL 1883537, at *5 (M.D. Fla. Apr. 24, 2015) ("Although the Court must consider the reasonableness of any award of attorney's fees, it is not required to conduct an in-depth analysis of the award unless it is unreasonable on its face") (citing *Bodnar v. Gourmet Hut, Inc.*, 2014 WL 757981, at *3 n.4 (M.D. Fla. Feb. 26, 2014) (noting that when defendants do not contest the reasonableness of the attorneys' fee award, the court does not need to conduct an in-depth analysis).

If an in-depth analysis seems warranted, the factors to be considered in evaluating the reasonable percentage to award class-action counsel are: (1) the time and labor required; (2) the novelty and difficulty of the questions involved; (3) the skill requisite to perform the legal service properly; (4) the preclusion of other

employment by the attorney due to acceptance of the case; (5) the customary fee; (6) whether the fee is fixed or contingent; (7) time limitations imposed by the client or the circumstances; (8) the amount involved and the results obtained; (9) the experience, reputation, and ability of the attorneys; (10) the "undesirability" of the case; (11) the nature and the length of the professional relationship with the client; and (12) awards in similar cases. *Camden I*, 946 F.2d at 772 n.3 (citing factors originally set forth in *Johnson v. Georgia Highway Express, Inc.*, 488 F.2d 714, 717-19 (5th Cir. 1974)). These factors are not exclusive. "Other pertinent factors are the time required to reach a settlement, whether there are any substantial objections by class members or other parties to the settlement terms or the fees requested by counsel, any nonmonetary benefits conferred upon the class by the settlement, and the economics involved in prosecuting a class action." *In re Sunbeam*, 176 F.Supp.2d at 1333 (quoting *Camden I*, 946 F.2d at 775). These factors are guidelines, and the Eleventh Circuit has "encouraged the lower courts to consider additional factors unique to the particular case." *Id*. (quoting *Walco Inv., Inc. v. Thenen*, 975 F.Supp. 1468, 1472 (S.D. Fla. 1997)).

Attorneys' fees in the amount of one-third (1/3) of the settlement is acceptable. *See Crabtree*, 2013 WL 593500, at *1 (awarding 44% of total recovery to attorneys' fees and costs pursuant to the contingency fee agreement); *Wolff v. Cash 4 Titles*, 2012 WL 5290155, at *4 (S.D. Fla. Sept. 26, 2012) ("One-third of the

recovery is considered standard in a contingency fee agreement"); *Morefield v. NoteWorld, LLC*, 2012 WL 1355573 (S.D. Ga. Apr. 18, 2012) (class settlement approved with 33-1/3 % of the common fund payable as attorneys' fees); *Atkinson v. Wal–Mart Stores, Inc*., 2011 WL 6846747, at *6 (M.D. Fla. Dec. 29, 2011) (approving class settlement with one-third of maximum common fund apportioned as attorneys' fees); *Gutter v. E.I. DuPont De Nemours & Co.*, No. 1:95–cv–02152–ASG, ECF No. 626 at 7 (S.D. Fla. May 30, 2003) (awarding class counsel 33.3% of the Settlement Fund as attorneys' fees, specifically $1,201,728.42, because they expended significant time and resources on a purely contingent basis under the common fund theory); *In re Terazosin Hydrochloride Antitrust Litig*., No. 1:99–md–01317–PAS, ECF Dkt. No. 1557 at 8–10 (S.D. Fla. Apr. 19, 2005) (awarding class counsel 33.3% of settlement fund in part because they prosecuted the action on a wholly contingent basis); *Reyes v. AT&T Mobility Servs., LLC*, 2013 WL 12219252, at *3 (S.D. Fla. June 21, 2013) (awarded one-third of the total maximum settlement fund, or $1,084,875.00, as attorneys' fees and $23,000.00 in costs and expenses);

"The award of costs is made in accordance with 28 U.S.C. § 1920." *Hamilton v. Frito-Lay, Inc.*, 2007 WL 328792, at *3 (M.D. Fla. Jan. 8, 2007), *report and recommendation adopted*, 2007 WL 219981 (M.D. Fla. Jan. 26, 2007) (citing *Goss v. Killian Oaks House of Learning*, 248 F.Supp.2d 1162, 1169 (S.D. Fla. 2003)).

"[A] district court must identify reasons for denying costs to a prevailing party." *Id.* (citing *Head v. Medford*, 62 F.3d 351, 354 (11th Cir. 1995)).

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"). The NERA Study 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. The Individual Payments represent approximately 80.14% of the overtime compensation the Representative Plaintiff and the members of the FLSA Class were allegedly denied over the three-year limitations period, or approximately 135.68% of the overtime compensation they were allegedly denied over the two-year limitations period. (Exs. E, ¶ 49; F, ¶ 55; G, ¶ 48.) The attorneys' fees requested are reasonable in light of the exceptional benefit achieved for Representative Plaintiff and members of the FLSA Class.

The attorneys' fees in this case were entirely contingent upon the success of this Action. Class Counsel expended significant time and effort and advanced costs and expenses without any guarantee of compensation. (*See* Exs. E-G.) This Action

has been pending for approximately 21 months, with extensive discovery and briefing. (Exs. E, ¶ 54 F, ¶ 69; G, ¶ 53.) It is a complex FLSA matter in which Representative Plaintiff has alleged that Defendant misclassified him and the members of the FLSA Class as "exempt" employees and failed to pay them overtime compensation for the hours they worked over 40 in a workweek. (*Id*.) Defendant has pleaded as an affirmative defense that Representative Plaintiff and members of the FLSA Class are exempt under the "outside sales employee" exemption for "drivers who sell". (*Id*.) Defendant has also pleaded that its decision to treat RSPs as exempt was made in good faith and was non-willful in nature, which if shown to be true at trial would have very substantially reduced the recovery of the FLSA Class. (*Id*.) This Action has the potential to go on for many years; it has been hard fought by both sides. (*Id*.) Had this case not settled, Class Counsel would have continued to vigorously litigate the case without any assurance of success and compensation. (Exs. E, ¶ 59; F, ¶ 71; G, ¶ 58.) At every step of this Action, Defendant could have succeeded. Therefore, the members of the FLSA Class were at considerable risk for non-recovery. (*Id*.) This risk of non-recovery strongly supports the amount requested here and warrants approval of Class Counsel's attorneys' fee request. (*Id*.)

Class Counsel in two separate law firms has incurred, and reasonably will incur attending to the administration of the settlement, over $500,000.00 in

attorneys' fees. (Exs. E, ¶ 60; G, ¶ 59.) Class Counsels' litigation expenses are $68,119.08. (Exs. E, ¶ 61; G, ¶ 60.) The cost for the Settlement Administrator is $16,158.00. (Ex. E, ¶ 61.) All of the expenses were incurred, or will reasonably be incurred, during the administration of the settlement notices, including the issuance of notices to the members of the FLSA Class, and in the course of the litigation of this Action for the purpose of preserving, proving, and presenting the claims of the FLSA Class. (Exs. E, ¶ 61; G, ¶ 60.)

5. The Service Award Payments to the Representative Plaintiff and Discovery Class Representatives Are Proper and Reasonable

"Courts routinely approve incentive awards to compensate named plaintiffs for the services they provided and the risks they incurred during the course of the class action litigation." *Hosier*, 2012 WL 2813960, at *5 (quoting *Ingram v. The Coca–Cola Co.*, 200 F.R.D. 685, 694 (N.D. Ga. 2001) (quoting *In Re S. Ohio Correctional Facility*, 175 F.R.D. 270, 272 (S.D. Ohio 1997)); *see also Su v. Elec. Arts, Inc.*, 2006 WL 4792780, at *1, 2 (M.D. Fla. Aug.29, 2006), *unpublished Report and Recommendation adopted*, 2007 WL 2780899 (M.D. Fla. Sept. 20, 2006); *Sheppard v. Consol. Edison Co. of N.Y., Inc.*, 2002 WL 2003206, at *6 (E.D.N.Y. Aug. 1, 2002) (collecting cases); *Madison v. United Site Servs. of Fla., Inc.*, 2018 WL 2211419, at *2 (M.D. Fla. Apr. 18, 2018), *report and recommendation adopted as modified*, 2018 WL 2197757 (M.D. Fla. May 14, 2018); *Miller v. Spence*, 2016

WL 2350142, at *3 (S.D. Ala. May 3, 2016); *Chambers v. Groome Transportation of Alabama, Inc.*, 2015 WL 9255332, at *4 (M.D. Ala. Dec. 17, 2015).

As the Court noted in *Warren v. Cook Sales, Inc.*, 2017 WL 325829, at *8 (S.D. Ala. Jan. 23, 2017):

> [T]here is ample precedent for awarding incentive compensation to class representatives at the conclusion of a successful class action….Courts have consistently found service awards to be an efficient and productive way to encourage members of a class to become class representatives. *In re Checking Account Overdraft Litigation*, 830 F. Supp.2d 1330, 1357 (S.D. Fla. 2011) (citations and internal quotation marks omitted); *see also In re Domestic Air Transp. Antitrust Litigation*, 148 F.R.D. 297, 358 (N.D. Ga. 1993) ("The Court finds that incentive awards are appropriate to recognize the efforts of the representative plaintiffs to obtain recovery for the class. Modest compensation may sometimes be merited for extra time spent by the class representatives in meeting with class members, gathering discovery materials on behalf of the class, and similar efforts.") (citation and internal quotation marks omitted); *Faught v. American Home Shield Corp.*, 2010 WL 10959223, *11 (N.D. Ala. Apr. 27, 2010) ("Requests for incentive payments to named class representatives are fairly customary. These payments are intended to recognize the time and efforts a class representative spends on behalf of the class.").

In the present case, the declarations of Class Counsel establish that the proposed Service Award Payments are proper and reasonable. (Exs. E, ¶ 63; F, ¶ 75; G, ¶ 62.) Representative Plaintiff's and Discovery Class Representatives' services were extensive and effective. (*Id.*) They provided extensive factual information to Class Counsel and faithfully engaged in telephone calls and other communications with Class Counsel. (*Id.*). Moreover, Representative Plaintiff subjected himself to the responsibilities of serving as named plaintiff in a lawsuit

against his former employer. (*Id.*). Further, Discovery Class Representatives each took time off from work and traveled to meet with Class Counsel to prepare for their deposition and attend nearly a full day of their own deposition. (*Id.*). The participation and active involvement of the Representative Plaintiff and the Discovery Class Representatives exceeded the involvement of other members of the FLSA Class, and their participation, active involvement, and testimony assisted in the ultimate resolution of this matter. (*Id.*).

Pursuant to the terms of the Settlement Agreement, and in addition to their Individual Payments, the following payment will be made as Representative Payments: Representative Plaintiff Joseph Fullerton will receive $15,000.00 and the six Discovery Class Representatives will each receive $5,000.00 (Exs. E, ¶ 62; F, ¶ 74; G, ¶ 61.)

Other courts have awarded service awards similar to those proposed here. *See e.g., In re Ins. Brokerage Antitrust Litig.,* 579 F.3d 241, 282, 284 (3d Cir. 2009) ($10,000 service award); *In re Janney,* 2009 U.S. Dist. LEXIS 60790, at *37 (E.D. Pa. 2009) ($20,000 service payment in FLSA and Pennsylvania wage and hour case); *Swiger, et al. v. Utz*, No. 1:15-cv-02196-CCC (M.D. Pa. June 14, 2017) ($15,000 service awards to named plaintiffs); *Bredbenner v. Liberty Travel, Inc*., 2011 WL 1344745 (D.N.J. Apr. 8, 2011) (approving service payments of $10,000 to each of

eight named plaintiffs in wage and hour case, and citing 2006 empirical study that found average award per class representative to be $16,000).

IV. CONCLUSION

Representative Plaintiff and Defendant request that this Court enter the Orders attached hereto as Exhibit D.

CERTIFICATION OF PAGE COUNT

The Parties certify that this Memorandum contains 7,961 words, not including the caption and certificate of service.

Respectfully submitted,

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CERTIFICATE OF SERVICE

I hereby certify that on March 8, 2019, a copy of the foregoing *Memorandum In Support Of Joint Motion For Approval Of Settlement And Stipulation Of Dismissal With Prejudice* was sent to all parties by operation of the Court's electronic filing system. Parties may access the filing through the Court's system.

/s/ Chastity L. Christy
One of the Attorneys for Plaintiff

SETTLEMENT AND RELEASE AGREEMENT AND DISMISSAL WITH PREJUDICE

Subject to approval by the United States District Court for the Northern District of Florida, Pensacola Division, Hon. Roger Vinson, U.S. District Judge, presiding ("District Court"), Plaintiff Joseph Fullerton, individually and on behalf of the Class Members, and Defendant Golden Flake Snack Foods, Inc., on its own behalf and on behalf of its successors, assigns, and affiliates, including Utz Quality Foods, LLC (collectively "Golden Flake"), agree to the terms of this Settlement and Release Agreement and Dismissal With Prejudice (the "Agreement" or "Settlement" or "Settlement Agreement").

DEFINITIONS

1. "Action" shall mean the civil action in the United States District Court for the Northern District of Florida, Pensacola Division entitled *Joseph Fullerton v. Golden Flake Snack Foods, Inc.*, Case No. 3:17-cv-00296, which was commenced on May 1, 2017.

2. "Representative Plaintiff" or "Plaintiff" shall mean Joseph Fullerton.

3. "Defendant" shall mean Golden Flake Snack Foods, Inc., and its successors, assigns, and affiliates, including Utz Quality Foods, LLC, and all of their former, current and respective officers, directors, employees, agents, parents, predecessors, successors, subsidiaries, and related and affiliated entities.

4. "Existing Opt-In Party Plaintiffs" are the 17 persons identified in Appendix 1 as "Existing Opt-In Party Plaintiffs" who have already submitted Consent Forms and have joined the Action, and who are current or former Route Sales Professionals ("RSPs") who delivered Golden Flake products and were employed by Golden Flake, between May 1, 2014 and October 31, 2018.

5. "Eligible Settlement Participants" are the 660 persons identified in Appendix 1 as "Eligible Settlement Participants" who have not already joined the Action, and who are all other RSPs who delivered Golden Flake products and were employed by Golden Flake, between October 1, 2015 and October 31, 2018, as well as the Existing Opt-In Party Plaintiffs, which includes Representative Plaintiff.

6. "Class Members" shall consist of Representative Plaintiff Joseph Fullerton, the Existing Opt-In Party Plaintiffs, and all of the "Eligible Settlement Participants" who execute and return a Consent and Release Form.

7. The "Discovery Class Representatives" are those Existing Opt-In Party Plaintiffs who had their depositions taken in the Action and include Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton.

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

9. "Class Counsel" are Anthony J. Lazzaro and Chastity L. Christy of The Lazzaro Law Firm LLC, Shannon M. Draher, Hans A. Nilges, and Michaela M. Calhoun of Nilges Draher LLC, and Jeremiah J. Talbott of The Law Office of J.J. Talbott. "Defendant's Counsel" are Richard J. Reibstein of Locke Lord LLP and Russell F. Van Sickle of Beggs & Lane, RLLP.

10. "Settlement" or "Agreement" or "Settlement Agreement" shall mean this Settlement and Release Agreement and Dismissal With Prejudice.

11. The "Calculation Period" for the Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form ending October 31, 2018. The "Calculation Period" for the Eligible Settlement Participants shall mean the period October 1, 2015 and ending October 31, 2018.

12. The "Effective Date" shall be the date upon entry of the District Court's order granting final approval of the Settlement.

13. The "Installment Date" shall be thirty days after the District Court grants final approval of the Settlement.

14. The "Release Period" for each Class Member (including Representative Plaintiff and the Opt-In Party Plaintiffs) shall mean the period of three (3) years prior to the date the Action was commenced through and until the date that Class Member signs the Consent and Release Form or cashes or endorses his or her "W-2 Check" (defined in paragraph 31 below), whichever date is earlier.

FACTUAL AND PROCEDURAL BACKGROUND

15. On May 1, 2017, Representative Plaintiff Joseph Fullerton filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219. On July 10, 2017, Plaintiff filed an Amended Complaint.

16. In the Action, Plaintiff alleged that Defendant misclassified RSPs and failed to pay them, including Plaintiff, overtime compensation at the rate of one and one-half times their regular rate of pay for the hours they worked over 40 each workweek, in violation of the FLSA, 29 U.S.C. §§ 201-219.

17. Defendant answered the Amended Complaint and in each case denied all liability and interposed affirmative defenses.

18. 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 Plaintiff's allegations on the basis that its RSPs are outside sales professionals who are exempt from the overtime provisions of the FLSA under the outside sales employee exemption and, in particular, the "drivers who sell" type of outside salesperson, maintains that it has properly paid its RSPs primarily on a commission basis, that a collective action is not appropriate, and that, in any event, it had a good faith belief that the RSPs are exempt from the overtime provisions of the FLSA as outside sales persons and did not act in a willful manner in not compensating its RSPs with overtime pay.

19. Between September 2017 and December 2018, the Parties engaged in comprehensive discovery regarding the Plaintiff's claims and the Defendant's defenses to such claims.

20. On December 19, 2018, the Parties engaged in a formal full day of mediation with the assistance of Mediator Lynn P. Cohn, Clinical Professor of Law and the Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School, which led to a settlement of the Action on the terms set forth in this Settlement Agreement.

21. It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims (as defined in paragraph 43, below) for the Release Period.

22. It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of the Released Claims, which release includes in its effect all present and former parent companies, subsidiaries, related entities, officers, directors, employees, agents, representatives, attorneys, insurers, affiliates, successors, and assigns of Defendant.

23. Class Counsel has conducted a thorough investigation into the facts of the Action and has diligently pursued an investigation of the Plaintiff's claims against Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the settlement with Defendant is fair, reasonable, adequate, and is in the best interest of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants, in light of all known facts and circumstances, including the risks of significant delay and Defendant potentially succeeding on one or more of its defenses.

24. The Parties agree to cooperate and take all steps necessary and appropriate to obtain final approval of this Settlement Agreement, to effectuate all aspects of this Settlement Agreement, and to dismiss the Action with prejudice upon final approval. Specifically, the Parties will file with the Court on or about March 6, 2019 a Joint Motion for Approval of this Settlement Agreement (the "Joint Motion"). Provided the Court grants final approval, the Parties agree to send a Notice of Settlement of Lawsuit and Consent and Release Form to Class Members regarding the settlement as provided herein, including notice of their allocated amount of the total Settlement Payment.

25. The total payment under this Settlement Agreement, including but not limited to all payments to Class Members, the Representative Plaintiff, the Existing Opt-In Party Plaintiffs, a Claims Administrator to be selected by Class Counsel, Class Counsels' attorneys' fees and costs, and Service Awards to Representative Plaintiff and the Discovery Class Representatives, in recognition of their services in this Action, is One Million Seven Hundred Thousand Dollars ($1,700,000.00) (the "Settlement Payment").

26. 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 liability to Representative Plaintiff, Existing Opt-In Party Plaintiffs, or any Eligible Settlement Participants on any of those claims.

CERTIFICATION OF CLASSES FOR SETTLEMENT PURPOSES ONLY

27. The Parties agree and consent to the certification of the FLSA Class for settlement purposes only and, in the case of Defendant, does so without prejudice. Any certification pursuant to this paragraph shall not constitute in this or any other proceeding an admission by Defendant of any kind or a determination that certification of a class or classes for trial purposes is appropriate or proper. In the event the Court does not grant final approval of the Settlement Agreement, the certification of the FLSA Class shall not constitute evidence or a binding determination that the requirements for certification of a class or classes or a collective or collective actions for trial purposes in this or any other action are satisfied, and Defendant expressly reserves all rights to challenge certification of a class or classes or collective or collective actions for trial purposes in this or any other action on all available grounds as if no FLSA Class had been certified in this Action.

SETTLEMENT PAYMENTS AND CALCULATION OF INDIVIDUAL PAYMENTS

28. In consideration of the mutual covenants and promises set forth herein, the Parties agree, subject to the Court's approval, as follows:

a) Defendant will issue the Settlement Payment directly to a Claims Administrator designated by Class Counsel in one installment equaling One Million Seven Hundred Thousand Dollars ($1,700,000.00) within ten (10) business days after the Effective Date.

b) The Settlement Payment, after deduction of the Service Award Payment to the Representative Plaintiff in the amount of Fifteen Thousand Dollars ($15,000.00), Service Award Payments to each of the six Discovery Class Representatives in the amount of Five Thousand Dollars ($5,000.00), attorneys' fees in the amount of Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($566,666.66), which is one-third (1/3) of the Settlement Amount, expense reimbursements to Class Counsel in the amount of Sixty-Eight Thousand One Hundred Nineteen Dollars and Eight Cents ($68,119.08) and the agreed upon fee of the Settlement Administrator in the amount

of Sixteen Thousand One Hundred Fifty Eight Dollars ($16,158.00), shall be divided into "Individual Payments," described below, for which the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants shall be eligible. The Individual Payments are calculated proportionally on the Representative Plaintiff's, each Existing Opt-In Party Plaintiff's, and each Eligible Settlement Participant's alleged overtime damages resulting from Defendant's policy and practice of paying RSPs primarily on a commission basis instead of an hourly basis including overtime at one and one-half times their "regular rate" during the Calculation Period.

c) The Individual Payments are agreed to by Class Counsel and counsel for Defendant, and a proposed Estimated Schedule of Individual Payments is submitted to the Court for approval with the Joint Motion.

d) One-half of the Individual Payment to the Representative Plaintiff, Existing Opt-in Party Plaintiffs, and each Eligible Settlement Participant will be treated as W-2 wage payment income (subject to deduction for employee payroll taxes and withholdings), and the other one-half (as well as all Service Award Payments) shall be treated as 1099 income (not subject to payroll taxes or withholdings), consistent with the provisions of the Fair Labor Standards Act. The settlement administrator will determine the proper tax withholding amounts on the wage payments in accordance with each Eligible Settlement Participant and/or Class Member's previously elected wage withholding instructions and will determine the employer payroll taxes on such amounts. Golden Flake shall be responsible for payment to the Settlement Administrator of the employer's payroll taxes required by law, and the Settlement Administrator shall thereupon be responsible for transmitting properly the actual payments to the applicable tax or revenue authorities. Any deviations in the execution of the Settlement Administrator's duties and responsibilities shall be borne exclusively by the Settlement Administrator and not by any Class Member or any of the Parties.

DISTRIBUTIONS AND CASHING OF INDIVIDUAL PAYMENTS AND SERVICE AWARDS

29. Within ten (10) business days after the Effective Date, Defendant shall remit to the Settlement Administrator the amount of the Total Settlement Amount.

30. Within ten (10) business days after the Effective Date, Defendant will provide to Class Counsel and the Settlement Administrator a spreadsheet containing the names, last known addresses, last known personal email addresses, and last known personal phone numbers, to the extent that Defendant has this information, of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants, according to records maintained by Defendant.

31. On the Installment Date, the Settlement Administrator will mail the Notice of Settlement of Lawsuit and the Consent and Release Form to the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants, and the Settlement Administrator shall include with the Notice of Settlement of Lawsuit and the Consent and Release Form a check for the amount(s) of the W-2 Wage Payment (the "W-2 Check") payable to the Representative Plaintiff, the Existing Opt-In Party Plaintiffs, and the Eligible Settlement Participants. Each and every such check issued shall set forth the language specified in paragraph 44 of this Settlement Agreement.

32. Within ten (10) business days after the notice period closes, the Settlement Administrator will mail a check for the amount(s) payable to the Class Member for the 1099 Payment (the "1099 Check") to those Class Members who have completed and returned the Consent and Release Form.

33. On the Installment Date, provided the Representative Plaintiff and the Discovery Class Representatives have, by that date, signed the General Release Agreement in favor of Golden Flake (or if any have not done so by the Installment Date, promptly after the Representative Plaintiff and the Discovery Class Representatives have signed a General Release Agreement in favor of Golden Flake), the Settlement Administrator will mail to the Representative Plaintiff and Discovery Class Representatives the Service Award Payments approved by the Court in recognition of their service as follows: (1) Representative Plaintiff shall receive Fifteen Thousand Dollars ($15,000.00); and (2) Discovery Class Representatives shall each receive Five Thousand Dollars ($5,000.00). The Settlement Administrator will issue a Form 1099-Misc. to the Representative

Plaintiff and each of the Discovery Class Representatives with respect to their Service Awards.

34. On the Installment Date, the Settlement Administrator will distribute attorneys' fees to Class Counsel in the total amount of Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($566,666.66). Additionally, on the Installment Date, the Settlement Administrator will distribute reimbursement of litigation expenses to Class Counsel in the amount of Sixty-Eight Thousand One Hundred Nineteen Dollars and Eight Cents ($68,119.08), an amount which will be deducted from, and will not be in addition to, the total Settlement Payment. Class Counsel will advise the Settlement Administrator of the amounts payable to each firm, and the Settlement Administrator will issue a Form 1099-Misc. to The Lazzaro Law Firm, LLC and to the Nilges Draher, LLC with respect to the amounts payable to each firm.

35. In order to receive a 1099 payment, an Eligible Settlement Participant must properly sign and return the agreed upon and Court-ordered Consent and Release Form. The Eligible Settlement Participants may return their Consent and Release Form to Class Counsel within forty-five (45) days after the mailing of the notice. The Consent and Release Forms may be signed electronically (eSigned) via PDF, postmarked, faxed or emailed to Class Counsel within the forty-five (45) day period to be timely. The Consent and Release Forms will advise the Eligible Settlement Participants of their Individual Payment amounts. Class Counsel shall immediately file each such Consent and Release form with the Court, causing each such Eligible Settlement Participant to become a Class Member and to be bound by the Settlement Agreement and his/her claims to thereby be dismissed with prejudice, with or without further order of the Court. Class Counsel will also transmit to the Settlement Administrator a copy of each duly executed Consent and Release Form.

36. If any Individual Payment checks to the Representative Plaintiff, the Existing Opt-In Party Plaintiffs, or any Eligible Settlement Participants are returned as undeliverable to the Settlement Administrator, the Settlement Administrator will make reasonable, diligent, good faith efforts to locate the Representative Plaintiff, Existing Opt-In Party Plaintiffs, or Eligible Settlement Participants and attempt to re-deliver the checks. Any checks that become lost or void during the six (6) month period after the initial distribution will be promptly reissued by the Settlement Administrator to the Representative Plaintiff, Existing Opt-In Party Plaintiffs, or any Eligible Settlement Participant upon request and without charge to them, with the language on the check(s) as specified in paragraph 44.

37. The amount of any Individual Payments to Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants who choose not to execute and return the Consent and Release Forms mailed to them and cash or endorse the check made payable to them for their Individual Payments, or who do not receive the materials sent to them from the settlement administrator (after a reasonable, diligent, good faith effort to locate the Eligible Settlement Participant), will be returned by check in that amount to Golden Flake by the Settlement Administrator, no earlier than six (6) months after the Settlement Administrator first mailed the Notice of Settlement of Lawsuit and Consent and Release Form with the check for that Representative Plaintiff, Existing Opt-In Party Plaintiff, or Eligible Settlement Participant, and that amount will then be donated to the USO on Golden Flake's own behalf and/or on behalf of any of Golden Flake's affiliates.

38. In the event the Representative Plaintiff or any Existing Opt-In Party Plaintiff's or Eligible Settlement Participant eSigns, postmarks, faxes or emails his/her Consent and Release Form after the 45-day consent period, Class Counsel will notify Defendant's counsel within three (3) business days. Defendant will decide, in its sole discretion and within three (3) business days of receiving notice from Class Counsel, whether to allow the late Representative Plaintiff, Existing Opt-In Party Plaintiff, or Eligible Settlement Participant(s) to become a Class Member and participate in the Settlement Agreement. If Defendant decides to allow them to become a Class Member and participate in the Settlement, Class Counsel shall immediately file his/her Consent and Release form with the Court, causing him/her to be bound by the Settlement Agreement and his/her claims to thereby be dismissed with prejudice with or without further order of the Court. Class Counsel will inform the Settlement Administrator, who will mail the appropriate Settlement Payments directly to the Class Member within fourteen (14) days after his/her Consent and Release Form is filed with the Court.

INDIVIDUAL PAYMENT PROCESS

39. All Individual Payments shall remain negotiable for a 90-day period after the date of the initial distribution. The face of each check sent Representative Plaintiff, Existing Opt-In Party Plaintiffs, Eligible Settlement Participants, and Class Members shall clearly state that the check must be cashed within ninety (90) days of its date of issuance. Individual Payments that have not been cashed within this time frame will become non-negotiable and void. For all Individual Payments that remain unpaid after the 90-day void period, the Settlement Administrator will perform searches to obtain an updated address and phone number and will attempt to contact the Representative Plaintiff, Existing Opt-In Party Plaintiff, Eligible Settlement

Participant or Class Member at the updated address and telephone number, if one is available. If the Settlement Administrator is able to contact them, an Individual Payment with a 90-day void period (from the date the updated address and phone number search begins) will be reissued his/her current address. All checks (including those reissued after a 90-day void period) shall also contain the language described in paragraph 44 of this Settlement Agreement on the front and back of each check.

40. Whenever the Settlement Administrator obtains a new address, the Settlement Administrator shall re-mail the Individual Payment using the most current address information then available. Additional mailings shall terminate when the efforts required by this Settlement Agreement to find correct addresses have been exhausted, or upon the expiration of eight months after the Effective Date.

41. At monthly intervals, the Settlement Administrator shall provide to Class Counsel and Counsel for Defendant a spreadsheet listing the names, addresses as originally provided, and most current contact information for all individuals whose Individual Payments have not been cashed.

42. The Parties shall endeavor in good faith to honor each and all of the dates specified above; such dates are not intended as fixed deadlines.

RELEASES AND RELEASED CLAIMS

43. Upon the Effective Date, and except as to such rights or claims as may be created by this Settlement Agreement, the Representative Plaintiff, all Existing Opt-In Party Plaintiffs, and all Class Members who fully release and discharge Defendant and all present and former parent companies, subsidiaries, related entities, and its and their shareholders, officers, directors, employees, agents, affiliates, representatives, attorneys, insurers, successors, and assigns, from any and all Released Claims as hereafter defined. The "Released Claims" shall consist of all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action related to the allegations in Plaintiff's Amended Complaint, including, but not limited to claims for unpaid wages, unpaid overtime compensation, liquidated damages, statutory damages or penalties, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and any and all applicable state wage and hour, wage payment, and wage laws through the Release Period.

44. Each and every check issued to an Eligible Settlement Participant shall state, in Italics on the bottom left of the front of the check "*Turn over for Court Conditions for Cashing/Endorsing Check*", and on the back of the check, in Bold

Italics, shall be the following writing: "***THIS CHECK MAY NOT BE CASHED OR ENDORSED UNLESS PAYEE HAS SIGNED THE CONSENT AND RELEASE FORM APPROVED BY THE COURT***." Eligible Settlement Participants must sign the check in the space following the legend on the back; provided, however, that the release of claims set forth on the check shall still be enforceable if any Opt-In Party Plaintiff or Eligible Settlement Participant who does not sign and return the Consent and Release Form nonetheless cashes or otherwise endorses or negotiates a check with or without a signature or endorsement.

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

46. The payment of attorneys' fees and expenses to Class Counsel in paragraph 28(b) 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, effectuating the Settlement, monitoring the Settlement, filing all necessary court papers including each Consent and Release Form duly executed and returned by any Existing Opt-In Party Plaintiff or Eligible Settlement Participant, and obtaining a dismissal of the Action. In consideration of these attorneys' fees and expenses, Class Counsel waives any and all claims to any further attorneys' fees and expenses in connection with the Action. If any Class Member chooses to be represented by his or her own lawyer in this Action, they may hire one at their own expense.

DUTIES OF THE PARTIES BEFORE COURT APPROVAL

47. The Parties shall promptly commence the following steps to seek court approval of this Settlement Agreement and the entry of a FLSA Final Approval Order and Judgment Entry thereon:

a) The Parties will submit to the Court the Joint Motion. The Joint Motion will include requests for the Court's approval of reasonable attorneys' fees and expense reimbursements to Class Counsel and the Service Award Payments to the Representative Plaintiff and Discovery Class Representatives in recognition of their service in this Action, as well as payment of the fees of the Settlement Administrator. Defendant will not oppose the motion and those requests, provided that the motion and requests are consistent with the terms and conditions of this Settlement Agreement.

b) The Parties' motion will be accompanied by a proposed order granting final approval of the Settlement and approving the forms, content, and method of distribution of the Notice of Settlement of Lawsuit and Consent and Release Form.

c) In the event the FLSA Final Approval Order is entered, the Parties will cause the Notice of Settlement of Lawsuit and Consent and Release Form to be distributed to the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants in the manner described above and approved by the Court.

PARTIES' AUTHORITY

48. The signatories represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to its terms and conditions. The Representative Plaintiff represents that he is authorized to enter into this Settlement Agreement in both his individual and representative capacities.

MUTUAL AND FULL COOPERATION

49. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Courts, or otherwise, to effectuate this Settlement Agreement. As soon as practicable after execution of this Settlement

Agreement, Counsel of the parties shall take all necessary steps to secure the Court's final approval of this Settlement Agreement.

SEVERABILITY

50. If, after the occurrence of the Effective Date, any provision of this Agreement is for any reason held to be invalid or unenforceable, such provision shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid and/or unenforceable provision had never been contained herein.

NO ADMISSION OF LIABILITY

51. Each of the Parties has entered into this Settlement Agreement solely to resolve disputed claims based on disputed facts and allegations and to avoid the costs and risks of litigation. Neither the negotiation or fact of this Settlement Agreement nor any of its parts, nor the consummation of this Settlement Agreement, shall be construed as an admission of wrongdoing, liability, culpability, and/or negligence on the part of any Party or that any fact or allegation asserted by any Party was true, and shall not be deemed a waiver of any defense or argument in any other or future legal proceeding and is without prejudice, other than for purposes of settlement of the instant proceeding.

CONSTRUCTION AND INTERPRETATION

52. The Parties agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, and arms-length negotiations between the Parties, reached as a result of Mediation conducted under the auspices of Mediator Lynn P. Cohn, and that this Settlement Agreement shall not be construed in favor of or against any of the Parties by reason of their participation in the drafting of this Settlement Agreement.

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 Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

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

BREACH

55. If either Party breaches any of the terms and/or 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.

CONFIDENTIALITY OF SETTLEMENT TERM SHEET

56. Except as otherwise required by law, the Representative Plaintiff and Golden Flake, on his and its own behalf and on behalf of his and its respective counsel, agree that the terms in the previously drafted Settlement Term Sheet shall not be disclosed to any person and shall not be filed in Court, without the prior express permission of the other party to this agreement. Impermissible disclosures include, but are not limited to, oral, written, and electronic communications, including social media. The only exceptions are, in the case of the Representative Plaintiff, his spouse and his counsel and, in the case of Golden Flake, its Counsel and its affiliates, successors, and assigns, and persons at Golden Flake or its affiliates, successors, and assigns, with a need to know, their spouses, and any person or entity that is an officer, director, member, or shareholder of Golden Flake or its affiliates, successors, and assigns (and their respective spouses). Except as otherwise required by law, the Parties and their Counsel further agree that neither the Settlement Term Sheet nor any document in connection with this Settlement shall be disclosed, published, disseminated, or transmitted prior to the time and date when a joint motion for Court approval of this Settlement is filed in Court. Any material breach of this paragraph shall be subject to mediation and arbitration by the Mediator, whom the Parties hereby agree to give full authority to impose an appropriate remedy for any such material breach.

JURISDICTION

57. The Parties will request that the District Court retain jurisdiction to enforce the terms of the Settlement Agreement.

MODIFICATION

58. This Settlement Agreement may not be changed, altered or modified, except in writing, signed by counsel for the Parties, and approved by the Court. This Settlement 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 Settlement Agreement.

INTEGRATION CLAUSE

59. With the exception of the Settlement and Release Agreements between Defendant and Representative Plaintiff, this Settlement Agreement contains the entire agreement between the Parties relating to any and all matters addressed in the Settlement Agreement (including settlement of the Action), 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, with respect to such matters are extinguished.

BINDING ON ALL PARTIES

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

CLASS SIGNATORIES

61. It is agreed that it is impractical to have each Class Member execute this Settlement Agreement. The Notice of Settlement of Lawsuit and Consent and Release Form will advise all Eligible Settlement Participants of the binding nature of the release and such shall have the same force and effect as if each Eligible Settlement Participant executed this Settlement Agreement.

COUNTERPARTS

62. This Settlement Agreement 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 Agreement, which shall be binding upon and effective as to all Parties. Electronic and facsimile transmissions of this Settlement Agreement shall be deemed originals.

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

_____ Date: _____
JOSEPH FULLERTON
On behalf of himself and the Class

_____ Date: _____
CLASS COUNSEL
ANTHONY J. LAZZARO

_____ Date: _____
CLASS COUNSEL
SHANNON M. DRAHER

_____ Date: _____
GOLDEN FLAKE SNACK FOODS, INC.

By:_____

Its:_____

_____ Date: _____
COUNSEL FOR DEFENDANT
RICHARD J. REIBSTEIN

_____ Date: _____
COUNSEL FOR DEFENDANT
RUSSELL F. VAN SICKLE

Fullerton v. Golden Flake Snack Foods, Inc.

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1729	Adair, Joshua	$1,805.79
8AS100550	2015	Adams, Corey M	$1,603.61
#N/A	241	Adams, Phillip	$725.73
8AS100488	672	Adcock, Clifton	$3,220.66
8AS100448	1371	Adkins, Louis	$2,092.35
#N/A	1460	Alberts, Lewis	$1,873.75
8AS101724	#N/A	Alexander, Carlos Ladell	$74.96
8AS100425	1812	Allen, Jackson	$3,190.95
8AS100426	1140	Allen, James	$1,882.75
#N/A	1778	Allen, Kaleb	$366.81
#N/A	898	Allen, Tracy	$1,283.12
KJM001866	1866	Anderson, Dustin	$1,174.21
8AS101024	#N/A	Anderson, Leman	$667.95
#N/A	693	Andras, Shad	$1,926.16
8AS100340	1614	Anthony, Michael	$2,490.49
KJM001319	1319	Arcement, Barry	$1,893.63
#N/A	2042	Arceneaux, Cori	$318.57
8AS100688	#N/A	Argo, Ian Christopher	$327.38
8AS100348	1312	Argo, Keith	$4,031.32
#N/A	1761	Austin, Torries	$936.82
#N/A	502	Aycox, Jason	$587.14
#N/A	687	Baker, Charles	$641.20
#N/A	924	Baker, Jonathan	$2,739.48
#N/A	976	Ball, Jonathan	$1,652.50
8AS100449	987	Barefoot, Carey	$1,081.00
8AS100427	947	Barger, Jennifer	$2,346.90
#N/A	1995	Barker, Jerome	$145.17
8AS100490	206	Barnett, Grant	$3,184.68
8AS100579	193	Barron, Douglas	$3,863.83
#N/A	1441	Barron, Gerald	$736.55
8AS100341	1920	Battles, Christiane	$3,315.07
8AS100342	335	Beaird, John	$4,270.37
#N/A	1998	Bean, Arthur	$593.19
8AS100649	588	Bean, Paul	$1,657.03
#N/A	1707	Beasley, Joshua	$70.85
#N/A	767	Beasley, Michael	$2,038.79
#N/A	1720	Bedou, Alvin	$33.23
#N/A	1848	Beining, Edward	$1,103.53
8AS101118	#N/A	Bellard, Ronnie Dean	$769.17
8AS100789	1609	Bennett, Brian	$3,976.54
#N/A	1750	Benton, Nathaniel	$999.00

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100344	256	Berger, Tammy	$4,095.28
#N/A	1536	Berkheimer, Lee	$648.71
#N/A	1913	Betke, Anthony	$51.24
#N/A	2025	Bevel, Diann	$510.67
8AS100855	#N/A	Birchfield, Charles Eugene	$613.71
8AS101218	#N/A	Birchfield, Lyndsey	$963.29
#N/A	766	Bishop, Charles	$2,154.27
#N/A	381	Black, Sean	$1,447.02
#N/A	628	Blankenship, Kevin	$1,418.99
8AS100802	1567	Blanton, Wesley	$4,200.49
8AS100450	728	Bloodsworth, Larry	$4,713.27
8AS100713	1970	Boardwine, Brian	$1,487.36
#N/A	926	Bohannon, William	$1,845.89
8AS101671	#N/A	Bone, John Chad	$23.78
8AS100385	656	Bonner, Jimmy	$5,059.27
#N/A	2006	Boulanger, Lawrence	$165.87
#N/A	755	Bourg, Frank	$947.87
#N/A	1565	Bourgeois, Trudy	$1,957.20
8AS100441	2059	Bowden, Curtis	$2,241.86
8AS100899	#N/A	Bowling, Adam Lee	$264.39
#N/A	951	Bowman, William	$1,872.17
8AS100580	1991	Boyles, Jacob	$1,666.98
#N/A	1769	Bozard, Michael	$18.34
#N/A	1702	Bramlett, Bryant	$179.33
#N/A	1642	Breece, Adam	$1,543.97
8AS100838	#N/A	Brooks, Kathy Ann	$95.11
8AS100345	433	Broom, Ronald	$2,873.40
#N/A	1628	Broussard, Braedon	$161.68
8AS100795	#N/A	Brown, Barry Allen	$283.32
#N/A	1697	Brown, Curtis	$86.43
8AS100395	1216	Brown, Gregory	$3,235.24
#N/A	681	Brown, James	$1,695.93
#N/A	1133	Brown, Stephanie	$631.19
#N/A	909	Brunson, Timothy	$397.06
#N/A	1846	Bryant, Thomas	$768.61
KJM002054	2054	Buckley, James	$561.21
#N/A	1747	Bullock, Brent	$1,556.19
#N/A	1512	Burge, Kevin	$1,252.10
8AS100553	623	Burney, Derrol	$2,308.56
#N/A	1854	Burns, Roderick	$284.12
8AS100491	1710	Burrell, Kiefer	$2,161.30

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1739	Burton, Tatsyana	$110.72
8AS101092	#N/A	Butler, Jeremy	$195.75
8AS100537	#N/A	Butterworth, Christan Lynne	$143.43
#N/A	1945	Buyama, Paul	$934.00
#N/A	1942	Bynum, Jason	$139.19
#N/A	293	Caddell, Aqueelah	$182.66
8AS100349	1837	Camp, Kenneth	$1,520.97
#N/A	1666	Campbell, Louis	$291.90
#N/A	1635	Carson, Stephen	$1,964.82
#N/A	667	Carter, William	$2,101.97
#N/A	1742	Case, Douglas	$1,742.09
#N/A	2028	Cates, Jamie	$367.76
8AS100871	2101	Catron, Brandon	$816.16
8AS100920	#N/A	Cayson, Jackie Earl	$268.83
8AS101108	#N/A	Centner, Tyler Cory	$378.81
8AS100346	417	Chandler, Torey	$4,550.66
8AS101243	#N/A	Chaney, Steven Edward	$1,029.09
8AS101000	#N/A	Chavers, Zachary Scott	$1,355.28
8AS100581	607	Cheatham, Donald	$4,113.86
8AS101031	#N/A	Childress, Allen Dale	$446.52
8AS100582	2048	Clair, Jason	$888.88
#N/A	1737	Clark, Daniel	$21.34
#N/A	1762	Clark, Darran	$385.37
#N/A	1643	Clark, David	$985.79
8AS100872	1754	Clark, Philip	$2,400.07
#N/A	313	Claunch, Billy	$869.38
#N/A	1839	Cofer, Timothy	$21.07
#N/A	495	Cofield, Heath	$2,077.88
8AS100873	2099	Collier, Stevie	$1,251.84
8AS100803	265	Collins, Jeffrey	$3,740.65
8AS100874	2051	Collins, Ran	$2,752.20
8AS100347	1518	Conaway, Barry	$3,046.38
8AS101340	#N/A	Conley, Thomas	$373.07
#N/A	232	Cook, Michael	$139.08
8AS100361	1513	Coots, Michael	$1,498.20
#N/A	145	Cordell, Nicholas	$2,228.59
8AS100583	1104	Corrigan, Joseph	$1,488.98
8AS100714	1926	Covington, Mikel	$2,041.74
#N/A	1683	Craddock, Jerry	$324.62
8AS101370	#N/A	Craft, Patrick James	$481.26
#N/A	1764	Craven, Cory	$413.87

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100554	291	Crawford, Gregory	$3,763.02
#N/A	1818	Crawford, Michael	$33.98
8AS100715	2085	Crosby, Bradley Taylor	$1,148.42
#N/A	1999	Crosser, Bryan	$189.29
8AS100600	828	Cuevas, Donald	$1,216.22
8AS100492	589	Cumbaa, Floyd	$3,585.42
8AS101100	#N/A	Cunningham, Malissa May	$1,253.14
8AS101107	#N/A	Curbow, Christopher S.	$2.07
#N/A	697	Curley, Kerry	$2,003.92
8AS100804	2090	Curt, Jenita Joyce	$1,355.40
#N/A	1792	Daggett, James	$188.10
8AS100493	336	Dailey, Terry	$3,015.60
#N/A	1553	Daniel, Christopher	$112.73
#N/A	636	Daniels, Caleb	$2,099.88
8AS100816	1829	Daniels, Kent	$3,435.99
8AS100805	1877	Daniels, Ronald	$3,307.95
8AS101002	#N/A	Davies, Daniel J.	$1,574.08
#N/A	388	Davis, Bryan	$51.68
#N/A	1238	Davis, James	$605.79
8AS101106	#N/A	Davis, Joey	$113.64
8AS100652	#N/A	Davis, Keith Morris	$412.08
8AS100420	1118	Dawsey, Rodney	$3,127.03
8AS100410	613	Dawsey, Walter	$3,250.97
#N/A	1314	DeBarbieris, Jason	$1,212.71
#N/A	1824	Decker, Aaron	$1,170.84
#N/A	1714	Denham, David	$2,345.59
8AS101075	#N/A	Dennis Sr., Travis E	$1,038.99
8AS101453	#N/A	Denton, Zachary	$492.31
#N/A	985	Diket, David	$2,172.99
8AS100585	2097	Dill, David	$406.38
8AS101359	#N/A	Dixon, Brittani Marie	$451.27
8AS100608	#N/A	Dodson, Aaron Jacob	$1,650.22
#N/A	1469	Dofash, Susan	$1,167.26
8AS100496	543	Donovan, Timothy	$2,150.84
8AS100363	1872	Dove, Kimberly	$3,224.69
#N/A	1086	Duckworth, Gary	$2,126.78
8AS100555	493	Duke, Alan	$3,831.35
8AS100497	931	Dukes, William	$3,505.58
8AS100408	1267	Dunn, Randy	$4,579.73
#N/A	1896	Dupeire, James	$736.61
#N/A	2007	Eadie, Brandi	$348.42

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS101565	#N/A	Eakles, Joshua	$398.63
#N/A	1862	Eastin, Carlo	$220.58
#N/A	1574	Edwards, Phillip	$18.14
8AS100454	965	Elbing, Timothy	$4,399.13
8AS100556	328	Elliott, Steven	$4,134.55
8AS100416	238	Ellis, Charles	$3,038.42
8AS100717	266	Ellison, Robert	$3,783.24
8AS100365	2035	Elmore, Crystal	$712.69
#N/A	2049	Ennis, James	$161.76
#N/A	676	Eubanks, Richard	$628.93
#N/A	1939	Evans, William	$41.20
8AS101204	#N/A	Ewing, Tiffany	$116.43
#N/A	1292	Fahrenholt, Edward	$916.51
#N/A	1895	Fanene, Ariel	$320.19
KJM001031	1031	Faulk, James	$2,306.44
#N/A	696	Ferachi, John	$709.74
8AS101365	#N/A	Ferguson, Barron	$145.06
8AS101159	#N/A	Ferguson, Jennifer Ellen	$291.42
8AS100557	1906	Ferrell, Brian	$3,028.84
8AS100386	1833	Fine, Jason	$1,162.04
8AS100382	1127	Fitzgerald, Charles	$3,071.73
8AS100558	2072	Fletcher, Terrence	$1,562.46
8AS101380	#N/A	Floyd II, Bernard Lee	$115.98
8AS100455	318	Fore, Michael	$3,775.14
8AS100498	844	Forsman, Eric	$3,899.29
#N/A	1946	Foster, Donna	$17.37
#N/A	1541	Foster, Jeremy	$1,084.00
#N/A	1575	Foster, Trinity	$117.32
8AS100990	#N/A	Fountain, Tracey La-Don	$74.56
#N/A	1269	Francis, Michael	$1,678.75
8AS100783	#N/A	Frankenfield, Todd Lee	$986.45
8AS100986	#N/A	Frederick, John Edward	$1,656.05
#N/A	1768	Frederick, Michael	$21.28
8AS101051	1524	Fuller, Nina	$2,739.99
#N/A	1919	Fuller, Randy	$614.09
#N/A	139	Fullerton, Joseph	$3,674.75
8AS101310	#N/A	Gardner Jr., Christopher Wayne	$280.17
8AS100586	2079	Garrett, Jennifer	$1,784.15
8AS100456	341	Garrett, Matthew	$3,604.73
KJM002033	2033	Garza, Carl	$631.08
8AS100716	1256	Gatliff, Amanda	$3,325.68

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1857	Gatson, Christopher	$225.03
#N/A	1724	Gentry, Stephen	$685.06
#N/A	860	Giangrosso, Anthony	$1,315.54
8AS101074	853	Gibson, Tommy James	$437.43
#N/A	1806	Gilbert, A.C.	$1,058.17
#N/A	1856	Gilbert, Lyle	$183.09
8AS101220	#N/A	Glossup, Timothy Lane	$153.85
8AS100698	231	Goff, Mark	$2,888.61
8AS101102	#N/A	Goggans, Tony Shane	$286.70
8AS100499	2032	Golightly, Michael	$1,560.23
8AS100819	734	Gossen, Curtis	$4,346.93
#N/A	1425	Grace, Jonathan	$440.84
8AS101146	#N/A	Grandstaff, Laura Beth Bullard	$310.17
8AS100820	2011	Graves, Mark	$1,298.48
8AS100559	1145	Gray, Shawn	$3,987.39
8AS100806	2077	Green, Ryan	$1,858.24
8AS101078	#N/A	Green, Wayne Garrett	$49.21
8AS100417	486	Gregory, William	$3,569.99
KJM001703	1703	Griffin, Martin	$1,496.43
8AS100367	1931	Griffith, Carey	$2,636.90
#N/A	806	Grisham, Carl	$89.24
#N/A	673	Guilliot, David	$1,975.56
#N/A	1430	Gunter, Stephen	$1,114.43
8AS100368	409	Guthrie, Frank	$3,635.58
#N/A	979	Guy, Robert	$1,316.50
8AS100457	1873	Hall, Frederick	$1,387.47
#N/A	1809	Hall, Robert	$252.18
#N/A	1898	Hall, Tommy	$1,149.38
#N/A	1366	Halligan, Erin	$2,092.44
8AS100411	324	Halsey, Shannon	$3,637.26
8AS100560	492	Hambrick, Stephen	$4,308.91
8AS100587	1271	Hamilton, Charles	$1,380.80
#N/A	1968	Hamlet, Daryl	$494.31
#N/A	1772	Hancock, Stephen	$432.47
8AS100412	557	Hand, Terry	$4,020.23
8AS100734	2076	Harbin, Barry E	$884.74
8AS100588	1959	Harbin, Kyle	$913.48
8AS100350	563	Harbin, Mark	$3,908.51
8AS100409	1190	Harkness, William	$3,673.34
8AS100718	1985	Harper, Carl	$2,583.52
#N/A	777	Harrington, Charles	$2,312.82

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100442	1265	Harrison, Roger	$2,845.11
8AS101016	#N/A	Harrison, Roger L	$78.42
#N/A	677	Harrison, Timothy	$1,998.91
8AS100501	1007	Hartley, Joseph	$3,214.53
8AS100807	1455	Hartman, Sherman	$3,771.04
8AS100487	2094	Hatchett, Tristen Aderson	$753.54
#N/A	1723	Hayes, Gerri	$41.90
#N/A	1722	Haynes, Juanita	$996.21
8AS100418	619	Hedgemon, Harold	$4,682.57
8AS100875	1231	Hemphill, Lacordo	$4,328.87
8AS100369	933	Hendon, Mark	$4,699.34
#N/A	1994	Hennessee, James	$303.49
#N/A	719	Higginbotham, Joshua	$1,982.82
8AS101334	#N/A	Hill, Gary Alan	$139.35
8AS101094	#N/A	Hill, Jennifer Nichole	$406.57
8AS100808	236	Holcomb, Troy	$4,619.11
#N/A	1763	Holder, Bryson	$250.35
8AS101294	#N/A	Holley, Jackie Lee	$760.23
#N/A	1955	Hollimon, Matthew	$673.81
#N/A	1604	Holman, Nicky	$15.21
#N/A	1686	Holt, Rebekah	$686.49
8AS100503	581	Homan, Kenneth	$4,731.50
8AS100589	2044	Hood, Kevin	$408.84
#N/A	1826	Horton, Joseph	$202.73
#N/A	117	Houdashelt, Thomas	$1,974.94
8AS100360	810	Howard, Robert	$1,365.47
#N/A	1718	Hubbard, Michael	$123.27
8AS100504	609	Hudson, Dwight	$3,640.02
8AS100429	1652	Hudson, Michael	$1,891.64
8AS100731	#N/A	Hunter, Keith D.	$52.38
8AS101150	#N/A	Huntley, Abraham Alonzo	$17.23
8AS101171	#N/A	Hutchins, Harry Thomas	$598.72
8AS100821	233	Isbell, Richard	$2,928.03
#N/A	680	Ivey, Joseph	$2,436.55
#N/A	2016	Ivory, Joseph	$177.30
KJM001329	1329	Ivy, Jason	$1,378.09
8AS100876	2047	Jackson, Britt	$1,208.46
8AS101235	#N/A	Jackson, Erik T	$334.92
8AS100430	995	Jackson, Shambay	$4,359.08
8AS100590	1914	Jarmon, Charles	$2,417.54
8AS100413	1971	Jemison, Alexander	$2,001.81

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100370	1668	Jenkins, Mary	$4,047.72
8AS101177	#N/A	Johnson Sr., Andrew H.	$41.21
8AS101105	#N/A	Johnson, Carolyn D'Ann	$1,175.15
8AS100842	#N/A	Johnson, Nicholas Desean	$390.83
8AS100486	2074	Johnson, Reginald	$745.31
8AS100809	#N/A	Johnson, Robert Evan	$1,695.03
#N/A	1523	Johnson, Thomas	$652.91
8AS100458	295	Johnston, Daniel	$2,804.54
#N/A	1783	Joiner, Nieghl	$1,565.80
#N/A	1309	Jones, Allen	$1,823.45
#N/A	1679	Jones, Daniel	$300.60
8AS100445	1696	Jones, Henry	$4,264.22
#N/A	1938	Jones, Joshua	$190.61
#N/A	970	Jones, Robert	$433.26
8AS101744	#N/A	Jones, Sonia N	$33.52
8AS100444	451	Jones, Terry	$4,139.43
8AS101095	#N/A	Jordan, James	$1,084.96
8AS100459	484	Jordan, Michael	$4,892.90
#N/A	1805	Judd, Robert	$637.56
8AS100799	1600	Kaiser, Michael	$4,862.44
8AS101259	#N/A	Kennedy, Josh	$925.70
8AS100877	691	Kennedy, Ronnie	$3,789.31
8AS100617	881	Kilgore, Jimmy	$1,547.42
8AS101319	#N/A	Kilgore, Shelia Ann	$729.16
8AS100878	#N/A	King, James Stephen	$2,984.53
#N/A	1916	Kirkland, Garrett	$987.18
#N/A	1109	Kirksey, Jacob	$660.44
8AS101463	#N/A	Kisor, Terry G	$265.56
8AS100460	134	Kizziah, Carolyn	$3,022.81
8AS100879	911	Kline, Douglas	$2,765.13
8AS100563	2014	Knott, George	$1,427.84
8AS101175	#N/A	Knott, Taylor James	$146.12
8AS101346	#N/A	Kuhn, Ricky Allen	$819.16
8AS101199	#N/A	Lancaster, Kenneth Ray	$777.75
8AS100851	#N/A	Langley, Kevin Richard	$262.30
8AS100591	1479	Lard, William	$2,514.78
#N/A	1797	Laundry, Kristopher	$319.56
8AS100735	2116	Lawson, Brian	$1,615.47
#N/A	1915	Lawson, Paul	$1,095.09
8AS100880	2118	Leachman, Bryon	$2,205.57
8AS100414	1211	Leatherwood, Brian	$3,786.23

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1634	Ledbetter, Jane	$71.18
#N/A	714	Ledet, Darrell	$1,863.20
#N/A	1708	Lednicky, Joseph	$81.16
#N/A	1925	Lee, Aleta	$492.94
#N/A	1463	Lee, Everett	$1,573.43
8AS101196	#N/A	Leonard, Stephen Russell	$363.05
#N/A	1654	Lewis, Maria	$1,279.57
8AS100959	#N/A	Lightsey, Joshua Ashley	$1,486.53
8AS101328	740	Limehouse, Linda	$1,773.78
8AS100881	973	Lindsey, Lee	$2,709.00
#N/A	2036	Lingerfelt, David	$100.56
#N/A	1730	Little, James	$446.06
#N/A	717	Lockhart, Thomas	$2,004.53
#N/A	1900	London, Ashton	$527.32
#N/A	187	Long, Frankie	$2,376.45
8AS100719	1633	Long, Joshua	$2,235.79
#N/A	1791	Lopez, Armando	$950.35
8AS100535	1095	Lott, John	$933.42
#N/A	720	Lotz, Joseph	$1,804.91
#N/A	1793	Lovett, Jeffery	$795.00
#N/A	1921	Loving, Joshua	$1,039.77
8AS101265	#N/A	Lowery, Desmar Tynek	$296.43
8AS100375	1951	Lubert, Tori	$2,700.41
8AS100647	333	Lunceford, Gregory	$729.50
#N/A	1380	Lybrand, Earl	$495.59
#N/A	1819	Lynch, Travis	$102.58
8AS100736	2009	Madewell, David	$475.71
#N/A	258	Mallard, Bart	$613.40
8AS101351	#N/A	Maloney, Sean Michael	$279.75
8AS100461	389	Mancil, Wendell	$3,727.27
8AS100810	#N/A	Mann, David W.	$347.42
8AS100462	836	Mann, Jonathan	$3,863.89
8AS100856	#N/A	Mannen, Joel Ladon	$1,007.05
#N/A	1684	Marable, Derick	$174.18
#N/A	2041	Marable, Johnny	$92.47
#N/A	1807	Marcial, Jesus	$323.53
#N/A	1941	Martin, Phillip	$27.39
#N/A	1478	Martin, Teresa	$509.88
#N/A	1037	Mason, Anthony	$2,192.48
8AS101588	#N/A	Mason, Michael Anthony	$110.77
8AS100351	1166	Mathews, David	$4,299.66

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS101432	#N/A	Mathis, Melanie Lasha	$384.03
#N/A	1226	May, Preston	$639.72
#N/A	2057	May, Steven	$222.93
8AS100882	2091	Mcadory, Randie	$2,082.28
#N/A	1331	Mccaffrey, Jennifer	$2,735.06
8AS101721	#N/A	McCarthy, Christopher A	$8.85
8AS100463	2086	McCaskill, Curian	$393.72
#N/A	257	Mcclain, Darlene	$1,255.98
#N/A	1871	McCormick, James	$573.25
#N/A	1987	McCray, Nelson	$794.88
8AS100464	220	Mccullough, Charlotte	$2,721.65
#N/A	1451	McDaniel, Charles	$174.25
8AS100465	888	Mcdaniel, Raymond	$4,201.75
8AS100592	1799	McDonald, Berry	$3,039.52
#N/A	1658	McGehee, Billy	$1,076.23
#N/A	1840	McGehee, David	$35.34
8AS100822	1771	McKinney, Donnie	$3,307.10
8AS100352	298	Mcmahon, Robert	$3,890.67
8AS101306	#N/A	McMillian, Darrell L	$795.41
8AS100508	1562	McNealy, Charles	$3,489.27
8AS100883	248	Mcpeak, Jimmy	$3,149.85
8AS101222	#N/A	Medley, Jeffrey Andre	$170.58
#N/A	1316	Meeks, Christopher	$4,209.40
8AS100593	1816	Meherg, James	$2,254.63
8AS100720	1972	Meltabarger, Donny	$1,980.42
#N/A	149	Melton, Danny	$1,337.36
8AS101686	#N/A	Merritt, Antronika Antwonette	$14.05
8AS100564	208	Metzger, Michael	$4,056.79
#N/A	1721	Mibroda, Nathan	$83.73
8AS101208	#N/A	Michael, Damien Scott	$820.18
8AS101279	#N/A	Middlebrooks, Billy Ray	$90.27
8AS100891	1263	Miller, Ervin	$4,602.48
#N/A	790	Miller, Melvin	$2,018.40
#N/A	1978	Mitchell, James	$618.84
8AS100433	752	Mitchell, Markus	$4,254.44
#N/A	1746	Mitchell, Nichole	$202.69
8AS100510	361	Moore, Donald	$4,172.38
#N/A	1843	Moore, Dustin	$1,063.88
#N/A	668	Moore, Handy	$2,346.14
8AS100434	442	Moore, Jeffrey	$4,261.53
#N/A	2023	Moreno, Brandon	$370.33

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS101708	#N/A	Morgan, Bryan Wayne	$92.23
#N/A	1504	Morring, Ryan	$324.89
#N/A	314	Morrow, Johnny	$206.95
8AS100811	2013	Morse, Andrew	$2,770.16
8AS100466	1790	Moss, Antonio	$3,714.60
#N/A	626	Moss, Daron	$987.94
8AS101149	#N/A	Moss, Joseph Russell	$829.25
#N/A	1909	Murillo, Keith	$941.81
#N/A	1859	Musselman, Robert	$1,440.68
8AS100372	1357	Mussen, Thomas	$4,076.11
8AS100353	538	Myers, Joe	$4,446.03
8AS100812	2114	Myers, Lance	$191.23
8AS101223	#N/A	Nagy, Peter	$773.02
#N/A	1659	Nail, Roger	$370.69
8AS101371	#N/A	Nelson Jr., Charles	$624.75
#N/A	1962	Newbern, Matthew	$50.21
#N/A	718	Neyrey, Troy	$1,994.38
8AS100383	378	Nilsen, Timothy	$3,751.31
8AS101157	#N/A	Nolen, Jason Ray	$1,143.25
#N/A	399	Northington, Harry	$316.00
#N/A	1487	Nunnari, Thomas	$741.70
8AS100469	1561	Odom, Jeremy	$3,267.10
8AS100468	2087	Odom, Randall Kyle	$1,539.35
8AS100849	#N/A	Oglesby, Amanda Erin	$1,802.20
#N/A	1667	Osborn, Lance	$1,088.81
8AS100790	186	Osby, Willie	$3,095.44
8AS100565	396	Parcus, James	$3,618.65
#N/A	1802	Parker, Jonathan	$173.78
8AS100470	494	Parrish, Daniel	$3,934.09
#N/A	1907	Parrish, Joel	$816.30
8AS100511	1580	Parsons, Jesse	$2,522.47
8AS100373	371	Passantino, Sam	$3,670.71
8AS100650	1339	Patel, Satish	$1,082.00
#N/A	243	Patterson, Leslie	$2,481.75
#N/A	1832	Patton, Brandon	$178.83
8AS100471	605	Patton, Charles	$896.59
8AS100895	2109	Peel, Shawn	$271.87
#N/A	1624	Pellar, Steven	$1,223.79
8AS100566	564	Pendergrass, Michael	$3,954.39
8AS100366	1294	Penley, Floyd	$2,081.70
#N/A	1473	Pennerman, Joel	$1,742.32

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1573	Perro, Daphne	$1,150.67
8AS101129	#N/A	Perry, Joshua Lee	$1,286.03
#N/A	1676	Peters, Brendon	$45.50
8AS101586	#N/A	Phelps, Terae	$22.58
8AS100813	2078	Phillips, Danny	$787.97
8AS100472	1582	Pierce, Rodney	$2,036.70
#N/A	1893	Pierson, Eric	$261.37
#N/A	1975	Pilgreen, Michael	$886.41
#N/A	1868	Pond, Jonathan	$465.06
8AS100796	270	Pope, Rebecca	$3,749.67
#N/A	937	Poss, Teddy	$768.45
8AS101342	#N/A	Poteet, Michael Anthony	$532.00
8AS100568	1284	Potter, Gary	$2,261.08
#N/A	1897	Pounds, Nicholas	$264.87
8AS101230	#N/A	Powell, James	$119.79
#N/A	550	Powers, James	$1,593.62
8AS100594	2063	Presley, Rebecca	$319.27
8AS100354	838	Pritchett, Joseph	$4,118.78
8AS100823	932	Pulley, Brian	$3,874.65
8AS101005	#N/A	Quarles, Wade O	$521.41
#N/A	682	Quave, Julia	$2,247.68
8AS100512	250	Quinley, Richard	$3,386.53
8AS100435	242	Railey, Debbie	$3,107.48
#N/A	1782	Raines, Todd	$277.26
#N/A	1716	Raley, Tammy	$439.57
8AS100983	#N/A	Rankin, David	$786.11
8AS101723	#N/A	Redmond Jr., Grant Edward	$97.54
8AS100814	1918	Reed, Jason	$1,931.30
8AS101181	#N/A	Reed, Tara S	$452.83
8AS100374	1262	Regulus, Adolphus	$3,474.84
8AS101147	#N/A	Reynolds, Jason Wayne	$1,110.38
KJM001645	1645	Rhodes, Jonathan	$1,913.16
#N/A	1537	Richards, Charles	$1,893.11
#N/A	764	Richey, James	$780.20
8AS101144	#N/A	Riley, Jeremy	$491.17
8AS100817	1842	Roark, Regina	$3,459.97
8AS101145	#N/A	Robinson, Charles Jay	$529.39
#N/A	1432	Robinson, Gary	$1,933.02
#N/A	1961	Robinson, Xavier	$728.89
8AS100436	1759	Rogers, James	$2,614.74
#N/A	1688	Rogers, Kenneth	$1,051.55

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Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100364	340	Roper, Christophe	$1,498.94
8AS100824	737	Rottero, Diane	$3,124.15
#N/A	150	Rowland, Michael	$44.75
#N/A	1766	Rudd, Christopher	$967.08
8AS100598	773	Russell, Danny	$3,139.58
8AS100884	1815	Salazar, Edward	$1,975.84
#N/A	1923	Sample, Jeffery	$202.58
#N/A	640	Samuel, Walter	$1,929.89
8AS101151	#N/A	Sanford Jr., David Wesley	$710.69
#N/A	1787	Sauls, Arthur	$185.47
8AS100742	#N/A	Savage, Kelcius Sequel	$1,557.03
KJM000157	157	Sawyer, Matthew	$2,305.52
#N/A	1006	Sazera, John	$518.18
8AS100847	#N/A	Schannep, Todd Lamar	$823.48
8AS101103	#N/A	Schaubert, Christopher A	$321.39
#N/A	526	Scott, Michael	$684.45
#N/A	1690	Scott, Randy	$242.90
#N/A	774	Scott, Will	$2,271.67
8AS100595	2022	Seal, Joseph	$1,596.80
8AS100514	362	Sellers, Gary	$3,563.41
8AS101295	#N/A	Sells, Joshua	$432.11
#N/A	1700	Serf, Terrence	$297.15
#N/A	1813	Sexton, Joseph	$725.88
#N/A	1516	Shaw, Bruce	$1,000.42
8AS101607	#N/A	Shaw, Felton C	$314.69
#N/A	1781	Shaw, Nathan	$303.31
#N/A	1709	Shelley, Matthew	$398.98
#N/A	675	Shelton, Terry	$207.02
#N/A	1952	Sheppard, Lucas	$17.84
8AS100515	618	Sherrin, Stephen	$3,499.17
8AS100889	1418	Shields, Anthony	$3,620.07
KJM001980	1980	Shiver, Brandon	$782.20
#N/A	2052	Shotwell, Eric	$109.47
8AS100387	453	Shumaker, Melody	$4,228.00
8AS100516	317	Shuttleworth, Randal	$3,196.75
#N/A	1749	Siggers, Cordero	$316.89
#N/A	1851	Simmons, Charles	$124.43
#N/A	1794	Sims, Patrick	$246.62
#N/A	1753	Singleton, Matthew	$305.20
#N/A	2056	Sivley, Lloyd	$47.54
8AS101656	#N/A	Slack, Rodney	$178.75

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	756	Slay, Rickey	$1,648.58
#N/A	1682	Sledge, Regina	$63.72
8AS100355	325	Sloman, Glenn	$3,636.73
#N/A	1651	Smeraglia, Paula	$1,395.08
#N/A	2017	Smiley, James	$295.72
#N/A	1853	Smith, Andrea	$48.39
8AS100888	1741	Smith, Carlos	$3,745.35
8AS100419	469	Smith, Donald	$3,829.28
8AS100599	1886	Smith, Gary	$1,313.19
8AS100477	742	Smith, Steven B	$3,927.87
8AS100818	1963	Smith, Steven Wayne	$2,543.90
#N/A	1422	Solitro, Pasquale	$1,860.28
#N/A	1135	Sparacello, Travis	$64.17
8AS100843	1474	Spears, Michael	$4,281.66
#N/A	1830	Squailia, Robert	$200.82
#N/A	1671	Standland, David	$1,897.90
#N/A	1899	Steadman, Joseph	$667.03
#N/A	699	Stephen, John	$1,726.31
8AS100478	2003	Stevenson, Steven	$1,564.38
8AS100570	380	Stewart, Jonathan	$2,605.94
#N/A	1786	Stratton, Roger	$961.63
#N/A	1489	Stuckey, Mary	$316.99
#N/A	1428	Stutts, Douglas	$1,954.98
8AS100825	218	Summers, Joseph	$3,792.48
8AS100798	278	Swanson, Kenyatta	$4,322.79
#N/A	1973	Swearengin, Charles	$637.23
8AS100596	2043	Swinea, Keith	$1,068.74
8AS100930	1655	Taylor, Gregory Mark	$980.63
#N/A	1796	Taylor, Kristal	$1,454.53
8AS100438	168	Taylor, Richard	$3,100.64
#N/A	1586	Taylor, Stetson	$199.48
8AS100479	1092	Taylor, William	$2,201.02
8AS100415	1121	Teel, Robert	$4,452.57
#N/A	1827	Temple, Christopher	$475.48
8AS100378	2070	Tew, Chad	$97.42
#N/A	1911	Tew, James	$562.44
8AS100571	1822	Tew, Melissa	$1,262.48
8AS100390	413	Thomas, Daphne	$3,828.78
#N/A	825	Thomas, Douglas	$2,394.13
#N/A	1685	Thomas, Jeffery	$2,619.81
#N/A	1966	Thomas, Jesse	$23.09

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS100480	574	Thomas, Parrish	$3,756.46
#N/A	1506	Thomas, Richard	$630.53
8AS100890	2058	Thompson, Gary	$1,761.52
8AS100597	2103	Thornton, William J	$1,014.61
#N/A	1986	Tidmore, Richard	$472.30
8AS100572	1953	Tisdale, Martha	$746.63
8AS100956	#N/A	Tolton, William Dale	$269.58
#N/A	1612	Tomaszewski, Kristen	$1,035.10
#N/A	1969	Tomlin, Terry	$179.54
#N/A	1629	Trask, Sean	$266.65
#N/A	1983	Troha, Bradley	$74.66
#N/A	2027	Tucker, Matthew	$255.82
8AS100379	436	Turner, Roger	$3,793.95
8AS100787	1453	Turner, Stanley	$3,784.35
8AS101522	#N/A	Tutor, Ronald Thomas	$502.53
8AS100826	1879	Tygret, Ryan	$1,319.08
#N/A	1470	Ubas, Mark	$2,135.05
8AS100721	894	Underwood, Stephen	$4,021.14
#N/A	1905	Vaughn, Eddie	$77.73
#N/A	1733	Vaughn, Lukas	$281.23
8AS101321	1892	Veazey, Jacob	$1,957.84
#N/A	1821	Vedros, Michelle	$1,214.65
8AS101587	#N/A	Venable, Ronald Lee	$382.47
8AS100573	1845	Vess, Robert	$1,179.08
8AS100916	1844	Victory, Santana	$1,385.09
#N/A	1947	Vines, Ronald	$90.32
#N/A	1030	Vinson, David	$2,409.23
8AS101341	#N/A	Wages, Brandon	$6.94
KJM000138	138	Walker, Anthony	$2,044.79
8AS100482	654	Wall, Jesse	$3,672.49
8AS100356	1169	Wallace, Steven	$3,654.40
#N/A	771	Waltman, Charles	$1,986.98
#N/A	1780	Wamble, Graham	$102.57
#N/A	1884	Ward, Blake	$354.86
#N/A	1755	Warden, Jeffrey	$472.85
8AS100388	684	Watson, Kelvin	$4,144.14
#N/A	1220	Watson, Roger	$158.91
8AS100380	147	Wear, Brian	$4,417.57
#N/A	1080	Weaver, Matthew	$1,787.61
#N/A	2000	Webb, Keandrea	$283.59
8AS100483	156	Wells, Bobby	$3,248.72

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
#N/A	1836	Wells, Randy	$1,215.98
8AS100574	1204	Werner, Stephen	$3,507.19
8AS100357	1557	Wesson, Lisa	$5,052.86
#N/A	2055	West, Terry	$76.84
#N/A	1890	Whirl, Robert	$19.68
8AS100358	523	White, Leon	$4,206.33
8AS100797	2095	White, Patrick	$525.76
8AS101725	#N/A	Whitehead, Caleb	$76.50
8AS100343	447	Whiting, James	$2,631.25
#N/A	1725	Whitlock, Trey	$121.36
8AS100788	1617	Whitted, David	$3,872.95
#N/A	1885	Wilbanks, Joshua	$223.08
#N/A	1184	Wilburn, James	$996.19
#N/A	1864	Williams, Ammie	$726.86
#N/A	1801	Williams, Dervin	$990.57
#N/A	1795	Williams, Dimitri	$200.99
#N/A	148	Williams, Don	$2,177.70
8AS100575	#N/A	Williams, Gabriel O'Neal	$509.41
8AS100540	620	Williams, Gregory S	$226.48
#N/A	1982	Williams, Harvey	$766.39
#N/A	1924	Williams, Michael	$121.11
#N/A	1758	Williams, Ronnel	$113.04
#N/A	1740	Willis, Fredrick	$39.78
KJM002110	2110	Willis, Joshua	$75.72
#N/A	1701	Willix, Mary	$33.53
8AS100424	151	Wilson, Howell	$4,476.47
8AS100359	1033	Wilson, Joel	$2,595.61
#N/A	185	Wilson, Maurice	$1,924.55
#N/A	1751	Wilson, Todd	$522.63
#N/A	1060	Winchester, James	$1,115.20
8AS100439	141	Winslett, Johnny	$5,365.21
8AS100815	279	Womble, Gerald	$5,150.41
8AS100485	912	Woodard, Donald	$2,685.61
8AS100934	#N/A	Woodruff, Randall Scott	$587.24
8AS101515	610	Word, Brett	$994.46
8AS101219	#N/A	Wright, Amanda Dawn	$34.40
#N/A	1776	Wright, Emanuel	$153.29
#N/A	1649	Wright, Faith	$271.05
#N/A	1563	Wyatt, Shawn	$325.62
#N/A	1861	York, Dakota	$43.85
8AS101680	#N/A	Young II, Terry Morgan	$185.12

Fullerton v. Golden Flake Snack Foods, Inc.

Appendix 1

Utz Employee No.	GF Employee Number	Employee	Invd. Payment
8AS101688	#N/A	Young, Amanda	$114.57
8AS100722	2075	Young, Joshua	$642.22
8AS101227	#N/A	Zabel Sr., Eric Ranar	$326.92
8AS100894	1521	Zanotti, Mark	$2,277.34

_____, 2019

NOTICE OF SETTLEMENT OF LAWSUIT

(with check enclosed and attached form to obtain a further settlement payment)

TO: All current and former Route Sales Professionals employed by Golden Flake Snack Foods, Inc. and its successors, assigns, and affiliates, between October 1, 2015 and October 31, 2018.

FROM: Judge Roger Vinson, United States District Court for the Northern District of Florida, Pensacola Division.

This Notice informs you of the settlement of a wage-and-hour lawsuit brought by Joseph Fullerton ("Plaintiff" or "Representative Plaintiff") on behalf of all other similarly-situated Route Sales Professionals ("RSPs") of Golden Flake Foods, Inc. and its successors, assigns, and affiliates, including Utz Quality Foods, LLC (collectively, "Golden Flake").

1. INTRODUCTION AND SUMMARY

The Settlement announced by this Notice makes compensation available to current and former RSPs employed by Golden Flake on Golden Flake routes between October 1, 2015 and October 31, 2018. The Settlement is supported by Joseph Fullerton who has served as Representative Plaintiff in a federal lawsuit against Golden Flake. The Settlement has been negotiated by Class Counsel who represents Mr. Fullerton in that case. Although there has been no finding by the Court on the merits of the claims or defenses, the Court has approved the Settlement and ordered that you receive this Notice.

TO ACCEPT THE ENCLOSED CHECK AND PARTICIPATE IN THE SETTLEMENT, YOU MUST SIGN AND RETURN THE ATTACHED CONSENT AND RELEASE FORM. UPON RETURNING THE ATTACHED FORM, YOU WILL BE ENTITLED TO A SECOND CHECK AS DESCRIBED IN THIS NOTICE.

2. THE LAWSUIT

On May 1, 2017, a lawsuit seeking payment for overtime compensation was filed against Golden Flake by Mr. Fullerton on his own behalf and on behalf of all Golden Flake RSPs (the "Lawsuit"). The Lawsuit alleges that Golden Flake misclassified RSPs as "exempt" and paid RSPs primarily by commission instead of paying them an hourly rate including overtime compensation at the rate of one and one-half times their regular rate of pay for the hours they worked over 40 each workweek. The Lawsuit asserts claims under the federal Fair Labor Standards Act ("FLSA"), seeking overtime compensation for all RSPs. Golden Flake has vigorously denied Plaintiff's claims on the basis that its RSPs are outside sales persons who are exempt from the overtime provisions of the FLSA under the "drivers who sell" exemption, and maintains that it has at all times properly paid its RSPs all amounts of pay to which they are legally entitled under its commission-based pay structure.

3. THE SETTLEMENT

To avoid the time, cost, fees and uncertainty of further litigation, and in view of the fact that Golden Flake Snack Foods Inc. has now become a part of Utz Quality Foods, LLC, the parties have negotiated a Settlement of the Lawsuit. That Settlement has now been approved by a U.S. District Court judge as fair, reasonable, and adequate. The terms of the Settlement are summarized below. A full copy of the Settlement and Release Agreement and Dismissal with Prejudice is on file with the court. A copy is also available upon your request of the Class Counsel.

A. Settlement Payments to Golden Flake Route Sales Professionals and Released Claims

The Gross Settlement Amount is $1,700,000.00. Of that amount, $1,004,056.25 will be divided into Individual Payments for all of the RSPs who are eligible to join the Settlement. The Individual Payments have been calculated proportionally on each RSP's alleged overtime damages during the Calculation Period. The Calculation Period for the for the Representative Plaintiff and Existing Opt-In Party Plaintiffs is the period beginning three years prior to the date each filed his/her Consent Form and ending October 31, 2018. The Calculation Period for all other Eligible Settlement Participants is the period October 1, 2015 and ending October 31, 2018.

Golden Flake encourages each RSP who is an Eligible Settlement Participant to accept his or her Individual Payment, regardless of whether the RSP believes he or she was properly paid on a commission basis or should have been paid on an hourly basis for all hours worked including time-and-one-half for all hours worked over 40 in a workweek. How each Eligible Settlement Participant's Individual Payment was calculated is described in the next section of this Notice.

B. Court-Approved Deductions

The deductions from the Gross Settlement Amount include the following amounts approved by the Court:

- Representative Service Award Payment to the Joseph Fullerton in the amount of $15,000.00 for serving as Representative Plaintiff;
- Representative Service Award Payments to Existing Opt-In Party Plaintiffs who had their depositions taken in the Action, which include Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton, in the amount of $5,000.00 each for serving as Discovery Class Representatives.
- Attorneys' fees of one-third of the Gross Settlement Amount, which equals $566,666.66, for the close to two years of legal services rendered by the lawyers representing the Representative Plaintiff, all of the Existing Opt-In Party Plaintiffs, and all Eligible Settlement Participants (including you, who is eligible to receive the amount set forth in the enclosed Consent and Release Form) who are eligible to recover their allocated portion of the Gross Settlement Amount,
- Class Counsel's actual litigation expenses of $68,119.08, incurred in the Action.
- The cost of the Settlement Administrator's services, in the amount of $16,158.00.

In exchange, the Lawsuit will be dismissed, and Eligible Settlement Participants who sign and return the Consent and Release Form attached at the end of this Notice will release Golden Flake Snack Foods, Inc. and its successors, assigns, and affiliates, including Utz Quality Foods, Inc., from any and all federal and state wage claims that were asserted in the Lawsuit for the Released Period.

C. Advantages of the Settlement and Class Counsel's Recommendation; How Individual Payments Were Calculated

Class Counsel recommends the Settlement. It offers settlement payments to Representative Plaintiff, the Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants (the "FLSA Class"), without the delay, uncertainty, and risk of continuing with the Lawsuit.

During the Calculation Periods, Class Counsel estimates that employees were allegedly owed approximately $2,121,218.04 in overtime compensation during the 3-year limitations period based on employees working on average 48.5 hours per week. Thus, Employees who return the attached form will recover approximately 80.14% of their alleged overtime damages over the 3-year limitations period, before

the court-approved deductions listed in Section 3.B., above. The overtime compensation amount was calculated based on statistical information obtained and validated by Class Counsel showing that while some RSPs worked more and some less hours per week, the average number of hours worked by all Golden Flake RSPs was 48.5 hours per week.

The Individual Payments were calculated proportionally based on each Eligible Settlement Participant's alleged overtime damages resulting from Defendant's paying the Class Member primarily on a commission basis instead of an hourly basis including overtime at one and one-half times the Class Member's "regular rate" during the Calculation Period, which has been defined in Section A above.

If Golden Flake were to have prevailed in the Lawsuit, no RSP would be entitled to recover any amount of money. The Court determined that this settlement was fair, reasonable, and adequate.

4. HOW TO RECEIVE YOUR SETTLEMENT PAYMENT

To participate in the Settlement, you must complete and return the attached Form entitled "Consent and Release Form" no later than _____, 2019. You can return the Consent and Release Form by: (a) signing it electronically (eSigning) via PDF; (b) mailing it to Class Counsel in the self-addressed and postage-prepaid envelope included with this Notice; (c) faxing the form to Class Counsel at 216-696-7005; (d) scanning the form and emailing it to Class Counsel at consent@lazzarolawfirm.com. If your address has changed or changes before you receive your settlement payment, you must provide your name and current/new mailing address to Class Counsel.

Golden Flake, through the use of a Settlement Administrator selected by Class Counsel, will issue the Individual Payment checks payable to the members of the FLSA Class (which includes you). Half of the Individual Payment will be a payroll check, for which you will receive a Form W-2 wage statement, less federal and state tax withholdings, garnishments and child support payments (if any), and any other deductions required by law. The other half will be a non-payroll check with no deductions, for which employees will receive a Form 1099-Misc.

Enclosed with this Notice is your W-2 wage payment, as referred to in the preceding paragraph. This payment is yours to keep if you return the enclosed Consent and Release Form by the date noted above in this Section 4 and at the end of this Section 4, with your signature and date of your signing. By doing so, you will become a Class Member.

Within ten (10) business days of receipt of the completed Consent and Release form from a Class Member, the Settlement Administrator will mail you a second check – the one for the amount payable to each Class Member as a 1099 Payment.

FORMS MUST BE FAXED, EMAILED OR POSTMARKED BY _____, 2019

5. FURTHER INFORMATION

Further information about the settlement may be obtained from Class Counsel whose contact information is below.

Chastity L. Christy
Anthony J. Lazzaro
The Lazzaro Law Firm, LLC
920 Rockefeller Building
614 W. Superior Avenue
Cleveland, Ohio 44113
Phone: 216-696-5000
Facsimile: 216-696-7005
chastity@lazzarolawfirm.com
anthony@lazzarolawfirm.com

Hans A. Nilges
Shannon M. Draher
Michaela M. Calhoun
Nilges Draher LLC
4580 Stephen Circle, N.W.
Suite 201
Canton, Ohio 44718
Telephone: (330) 470-4428
Facsimile: (330) 754-1430
hans@ohlaborlaw.com
sdraher@ohlaborlaw.com

PLEASE DO NOT CONTACT THE COURT

THIS NOTICE HAS BEEN AUTHORIZED BY THE HONORABLE JUDGE ROGER VINSON OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF FLORIDA, PENSACOLA DIVISION. THE COURT HAS TAKEN NO POSITION IN THIS CASE REGARDING THE MERITS OF PLAINTIFF'S CLAIMS OR OF GOLDEN FLAKE'S DEFENSES.

CONSENT AND RELEASE FORM

By signing and returning this Consent and Release Form, I consent to opt into the lawsuit, *Joseph Fullerton v. Golden Flake Snack Foods, Inc.*, Case No. 3:17-cv-00296 (the "Lawsuit"), pending in the Northern District of Florida, Pensacola Division.

I understand that I will receive an Individual Payment for overtime compensation in the amount of ____. Half of this payment will be a payroll check, for which I will receive a Form W-2, less federal and state tax withholdings and deductions required by law, and half will be a non-payroll check for which I will receive a Form 1099-Misc. with no deductions. The W-2 payment has been enclosed with the Notice of Settlement of Lawsuit, and **I understand that I am not authorized to cash, collect on, or endorse the W-2 payment unless I sign and return this Consent and Release Form**.

By my signature below, I agree to be represented by The Lazzaro Law Firm, LLC and Nilges Draher LLC and to be bound by the terms of the Settlement and Release Agreement and Dismissal with Prejudice (the "Settlement Agreement") in this case that has been filed with the Court. I consent to the dismissal of the Lawsuit on my behalf and dismissal of my claims by and through the Representative Plaintiff. I designate the Representative Plaintiff, The Lazzaro Law Firm, LLC, and Nilges Draher LLC to execute all appropriate documents in connection with my receipt of payments and the settlement of the Lawsuit.

I hereby release Golden Flake Snack Foods, Inc. and its successors, assigns, and affiliates, including Utz Quality Foods, LLC (collectively "Golden Flake") from all federal and state wage-and-hour claims, rights, demands, liabilities and causes of action related to the allegations in the Amended Complaint during the Release Period (described below) against Golden Flake, including but not limited to, all claims for unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees, and expenses, pursuant to the Fair Labor Standards Act and any applicable state wage-and-hour, wage payment, and wage notice laws. The Release Period is three (3) years prior to the date the Lawsuit was commenced through and until the date that I duly execute and return this Consent and Release Form to Class Counsel in the manner described in the Notice of Settlement of Lawsuit or the date I cash, collect on, or endorse the "W-2 Check", whichever date is earlier.

PLEASE READ AND CONSIDER THIS NOTICE OF SETTLEMENT OF LAWSUIT, CONSENT AND RELEASE FORM, AND THE SETTLEMENT AGREEMENT CAREFULLY BEFORE EXECUTING AND

RETURNING THIS FORM. THIS FORM INCLUDES A RELEASE OF ALL WAGE CLAIMS DURING THE RELEASE PERIOD.

I have carefully read and fully understand all items in this Notice of Settlement of Lawsuit, Consent and Release Form, and am voluntarily signing this Form. I understand that if I have any questions, I know I have the right to discuss this Notice and Consent Form and the Settlement Agreement with The Lazzaro Law Firm, LLC and/or Nilges Draher LLC, which are the Class Counsel.

{First Name Last Name}
{Address}
{City, State Zip}

Signature: _____ Date: _____

Please make any address corrections: ***Please provide your phone number and email address:***

Street Address: _____ Phone: _____

City, State, Zip: _____ Email _____

eSign via PDF or return to:
The Lazzaro Law Firm, LLC / 920 Rockefeller Building / 614 W. Superior Avenue / Cleveland, Ohio 44113
Fax: 216-696-7005
Email: consent@lazzarolawfirm.com
Must be eSigned, postmarked, faxed, or emailed by _____, 2019

GENERAL RELEASE AGREEMENT

THIS GENERAL RELEASE AGREEMENT (the "Release Agreement") is made by and between Defendant Golden Flake Snack Foods, Inc., on its own behalf and on behalf of its successors, assigns, and affiliates, including Utz Quality Foods, LLC (collectively "Golden Flake") and Joseph Fullerton (the ("Representative Plaintiff") and Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton (the "Discovery Class Representatives").

NOW, THEREFORE, IT IS HEREBY AGREED, by and between Golden Flake, on the one hand, and the Representative Plaintiff and the Discovery Class Representatives, on the other hand (all of which and whom are referred to together as the "Parties") as follows:

1. Release of Claims. Except as provided below, each of the signatory Representative Plaintiff and Discovery Class Representatives hereby fully waives, discharges, and releases any and all claims relating to or arising out of his employment with Golden Flake, of whatever nature, known or unknown, that he or she may have against Golden Flake and, in the case of all such entities, their respective past and present officers, directors, employees, agents, predecessors, shareholders, members, partners, successors, assigns, heirs, executors and administrators (collectively referred to as the "Golden Flake Released Parties") as a result of any actions or omissions by any and all of the Golden Flake Released Parties occurring through the date each of the signatory Representative Plaintiff and Discovery Class Representatives executes this Release Agreement, subject to the provisions set forth below. Specifically included in this waiver and release are any and all claims of alleged employment discrimination including claims for age discrimination under the Age Discrimination in Employment Act, any and all claims for unpaid wages or unpaid overtime compensation pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, and any and all claims under any other federal, state, or local statute, common law, constitution, public policy, or regulation, including, but not limited to the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001, *et seq.* ("ERISA"). Each of the signatory Representative Plaintiff and Discovery Class Representatives understands that this Release Agreement includes, but is not limited to, all claims that were asserted or could have been asserted in the Civil Action pending in the U.S. District Court for the Northern District of Florida, captioned *Fullerton v. Golden Flake Snack Foods, Inc.*, No. 3:17-cv-00296 (the "Action"), including all collective or class claims, 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.

2. In consideration for signing this Release Agreement and the fulfillment of the promises herein, each of the signatory Representative Plaintiff and Discovery Class Representatives understands that within the time period provided in the Settlement and Release Agreement and Dismissal With Prejudice, attached as Exhibit A to the Joint Motion for Approval of Settlement (the "Class Settlement and Release Agreement"), Golden Flake will pay him a Service Award Payment in the gross sum of Fifteen Thousand Dollars ($15,000.00) for Joseph Fullerton and Five Thousand Dollars for Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton. An IRS form 1099-Misc. shall be issued to each such individual reflecting this payment. Each of the signatory Representative Plaintiff and Discovery Class Representatives expressly acknowledges and warrants that he or she is, and shall be, fully responsible for all federal, state, and local tax liabilities that may result from the payment described in this paragraph 2, and hereby warrants that the Golden Flake Released Parties shall bear no responsibility for any such tax liabilities, interest, or penalties and will fully indemnify and hold the Golden Flake Released Parties harmless should any of them be required by law to pay any tax, interest, or penalties on account of the payment in this paragraph 2.

3. No amendment, modification, change, or alteration of this Release Agreement shall be valid or binding unless signed by Golden Flake and each of the signatory Representative Plaintiff and Discovery Class Representatives.

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

5. The Representative Plaintiff and each of the Discovery Class Representatives who are over 40 years of age shall have up to 21 calendar days from the date each receives this Release Agreement within which to consider its terms. During that 21-day period, and prior to signing this Release Agreement, each is advised to consult with an attorney regarding the terms of Release Agreement. By each individual's signature below, each acknowledges and agrees that: (a) he/she

had ample time to seek assistance regarding the meaning and significance of the terms of this Release Agreement; and (b) each entered into this agreement freely, knowingly, and voluntarily with a full understanding of its terms. Further, by law, this Release Agreement shall not be effective or enforceable until seven (7) days have elapsed following the date of each individual's signature. During that 7-day period, any of the said individuals may revoke his/her agreement to this Release Agreement by so notifying Golden Flake in writing (to the attention of the signatory for Golden Flake below, addressed to the signatory at One Golden Flake Drive, Birmingham, Alabama 35205). This agreement may not be changed or altered, except by a writing signed by an individual signatory and by Golden Flake.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS RELEASE AGREEMENT, HAVE CONSULTED MY LEGAL COUNSEL REGARDING ITS TERMS, AND KNOW AND UNDERSTAND THE CONTENTS, AND THAT I AM EXECUTING KNOWINGLY AND VOLUNTARILY THIS RELEASE OF ALL OF THE CLAIMS SPECIFIED IN THIS RELEASE AGREEMENT.

Dated: _____ GOLDEN FLAKE SNACK FOODS, INC.

_____

By:_____

Its:_____

Dated: _____ JOSEPH FULLERTON

_____

Dated: _____ AQUEELAH CADDELL

_____

Dated: _____ ARIEL FANENE

_____

Dated: _____ JASON FINE

_____

Dated: _____ CHRISTOPHER MEEKS

_____

Dated: _____ JOHN SAZERA

_____

Dated: _____ ROGER STRATTON

_____

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-HTC**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

STIPULATED ORDER APPROVING SETTLEMENT AND RELEASE AGREEMENT AND DISMISSAL WITH PREJUDICE

This matter is before the Court on the Parties' Joint Motion for Approval of Settlement and Release Agreement and Dismissal with Prejudice ("Joint Motion") pursuant to Section 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 FLSA settlement reached by the Parties and memorialized in the Settlement and Release Agreement and Dismissal with Prejudice ("Settlement Agreement"), attached to the Joint Motion as Exhibit A.

1. Having reviewed the Joint Motion, the Settlement Agreement and its Exhibits, the Notice of Settlement of Lawsuit with attached Consent and

Release Form, the Declarations of Anthony J. Lazzaro, Chastity L. Christy, and Shannon M. Draher, and the pertinent pleadings and papers on file in the above-captioned action (the "Action"), and for good cause established therein, the Court enters this Stipulated Order Approving the Settlement Agreement, the proposed Notice of Settlement of Lawsuit, the proposed Consent and Release Form, the proposed Service Award Payment to the Representative Plaintiff Joseph Fullerton, the proposed Service Award Payments to the Discovery Class Representatives Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton, whose depositions were taken in the Action, the proposed attorneys' fees and expense reimbursements to Class Counsel, and payment to the Settlement Administrator, and further finds as follows: The Action asserts wage-and-hour claims under the FLSA, 29 U.S.C. §§ 201-219, on behalf of Route Sales Professionals ("RSPs") of Defendant Golden Flake Snack Foods, Inc. ("Golden Flake") who were paid primarily on a commission basis instead of an hourly basis including overtime at the rate of one and one-half their "regular rate of pay" for all hours they worked over 40 in a workweek.

2. On May 1, 2017, Joseph Fullerton ("Representative Plaintiff" or "Plaintiff" or "Fullerton"), an individual, on behalf of himself and others similarly situated, filed this Action as a collective action under the FLSA against Golden Flake

in the United States District Court for the Northern District of Florida, Pensacola Division.

3. During the pendency of this Action, the Parties engaged in informal and formal comprehensive discovery regarding Plaintiffs' claims and Golden Flake's defenses to such claims. This included Defendant answering, interrogatories and producing thousands of documents, the parties taking 16 depositions, and a complete analysis of each FLSA Class Member's alleged overtime damages.

4. The Parties engaged in extensive legal discussion and correspondence surrounding the Parties' positions, providing legal authority and arguments on both sides, which included numerous and lengthy discussions and written communications. The Representative Plaintiff and his Class Counsel acknowledge that if Golden Flake's defenses and/or affirmative defenses succeeded, the Action would be dismissed with prejudice and without any recovery.

5. On December 19, 2018, the Counsel for the Parties traveled to New York and engaged in a formal full day of mediation with the assistance of Mediator Professor Lynn P. Cohn, Clinical Professor of Law and the Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School. This resulted in a settlement of the Action on the terms set forth in the in the Parties' Settlement Agreement.

6. The Parties reached the proposed settlement in this matter after extensive legal and factual research, discovery, discussions, correspondence, and good faith bargaining, recognizing that further expenditure of legal fees and costs would not benefit either Party.

7. The Settlement Agreement will cover the Representative Plaintiff, the Existing Opt-In Party Plaintiffs, and all of the Eligible Settlement Participants identified in Appendix A of the Settlement Agreement who elect to participate in the Settlement Agreement by signing and returning Consent and Release Forms (collectively, the "Class Members").

8. To receive an Individual Payment, the Representative Plaintiff, the Opt-in Party Plaintiffs, and Eligible Settlement Participants must sign and return the Consent and Release Form attached as Exhibit B to the Joint Motion. They shall have forty-five (45) days after the mailing of the notice to return duly executed Consent and Release Forms to Class Counsel The Consent and Release Forms must be signed electronically (eSigned) via PDF, postmarked, faxed or emailed to Class Counsel within the forty-five (45) day period to be timely. Late submitted Consent and Release Forms will be handled as provided in the Settlement Agreement.

9. 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 Agreement by signing and returning Consent and Release Forms, thereby becoming Class Members, are to be released and dismissed with prejudice.

10. The Court certifies the following class for settlement purposes:

> All current and former Route Sales Professionals employed by Golden Flake Snack Foods, Inc. and its successor, assigns, and affiliates, between October 1, 2015 and October 31, 2018.

11. The Court finds that the proposed Settlement Agreement is fair and reasonable and satisfies the standard for approval under Section 16(b) of the FLSA, 29 U.S.C. § 216(b). The Court finds that the Settlement Agreement resulted from arms-length negotiations between experienced counsel after substantial investigation, following mediation under the auspices of Mediator Lynn P. Cohen, who has endorsed the terms of the Settlement Agreement. Class Counsel has informed the Court that they believe the Settlement Agreement is fair, reasonable, and adequate and in the best interests of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Eligible Settlement Participants. The Court has considered all relevant factors, including (1) the presence or absence of any collusion behind the settlement; (2) the complexity, expense, and likely duration of the litigation; (3) the stage of the proceedings and the amount of discovery completed; (4) the probability of Representative Plaintiff's success on the merits; (5) the range of possible recovery; and (6) the opinions of counsel. *See Mason v. Wyndham Vacation Ownership, Inc.*, No. 6:10-cv-1805-ORL-35, 2012 WL 570060, at *1–2 (M.D. Fla.

Feb. 17, 2012), *report and recommendation adopted*, No. 6:10-cv-1805-ORL-36, 2012 WL 570037 (M.D. Fla. Feb. 22, 2012) (referencing *Leverso v. South Trust Bank of Ala. Nat. Assoc.*, 18 F.3d 1527, 1531 n. 6 (11th Cir. 1994); *Hamilton v. Frito–Lay, Inc.*, No. 6:05–cv–1592–Orl–22JGG, 2007 U.S. Dist. LEXIS 10287, at *2–3, 2007 WL 328792 (M.D. Fla. Jan. 8, 2007).

12. The Court approves the Settlement Agreement and its Exhibits, including the proposed Notice of Settlement of Lawsuit and the proposed Consent and Release Form, and orders that the Settlement Agreement be implemented according to the terms and conditions of the Settlement Agreement and as directed herein. The Court grants final approval of the Settlement Agreement as to the Representative Plaintiff, Existing Opt-In Plaintiffs, and all Class Members.

13. The Court finds that the proposed allocation and calculation of the Individual Payments to Representative Plaintiff, Existing Opt-in Party Plaintiffs, and Class Members is fair and reasonable. The Court approves the method of calculation and proposed distribution of the Individual Payments. The Parties have submitted with the Settlement Agreement as Appendix A the names of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and the Eligible Settlement Participants.

14. The Court approves the Service Award Payment to Representative Plaintiff Joseph Fullerton in recognition of his services in the Action and for executing a general release of all claims, and Service Award Payments to the

Discovery Class Representatives Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton in recognition of their services in this Action and for executing a general release of all claims, and orders that such payments be made in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement.

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

16. The Court approves the payment to the Settlement Administrator selected by Class Counsel as provided in the Settlement Agreement.

17. The Court dismisses with prejudice the claims of the Representative Plaintiff, Existing Opt-In Party Plaintiffs, and Class Members, and enters final judgment dismissing them and their claims 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 Approving Settlement immediately as a final judgment dismissing the Action. The final judgment is in neither Party's favor.

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

SO ORDERED:

Date: _____

_____
Honorable Roger Vinson
United States District Judge

SO STIPULATED:

/s/ Chastity L. Christy
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Attorneys for Plaintiff

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-CJK**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

DECLARATION OF CLASS COUNSEL ANTHONY J. LAZZARO SUPPORTING APPROVAL OF SETTLEMENT AND ATTORNEYS' FEES

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 Class Representative Joseph Fullerton, Opt-In Party Plaintiffs, and members of the proposed FLSA Settlement Class ("Class Members").

2. Chastity L. Christy is an Associate attorney with The Lazzaro Law Firm, LLC and has assisted in the representation of the Class Members.

Anthony J. Lazzaro Professional Experience

3. I founded The Lazzaro Law Firm, LLC (the "firm") in 2006 to advocate for the employment, overtime and minimum wage rights of employees. The firm's primary focus is litigating collective actions, class actions and individual cases for employees with overtime and minimum wage claims.

4. The firm commonly handles claims that include misclassifying employees as exempt or as independent contractors; failing to pay for off-the-clock-work, pre-shift and post-shift work, changing into and out of uniforms, meal periods, short rest periods and travel time; improper rounding of start and stop times; and improper tip pooling.

5. Since the firm was founded, the firm has recovered over $40 million in settlement payments on behalf of employees.

6. Excluding the present case, the firm has settled eight (8) cases in excess of one million dollars, as follows: a $4.5 million settlement for employees not paid for changing into and out of uniforms; a $4.3 million settlement for employees misclassified as exempt; a $2.5 million settlement against Utz Quality Foods for employees misclassified as exempt; a $2.23 million settlement against Sutherland Global Services for employees who were not paid for logging into computers and applications; a $2.2 million settlement against the City of Cleveland for employees whose start and stop times were improperly rounded; a $1.48 million settlement for employees paid overtime on a monthly basis; a $1.3 million settlement for

employees not paid for meal periods; and a $1.25 million settlement against H.A.D. Inc. for employees misclassified as exempt.

7. The firm has litigated over 100 certified collective and class actions against small and large employers, including 1-800-Flowers, Inc., Aarons, Inc., Aldi, Inc., Allied-Horizontal Wireline Services, City of Cleveland, Forever 21, Nestlé, Papa John's USA, Inc., Progressive Casualty Insurance, RadioShack Corp, and Utz Quality Foods.

8. Finally, since the firm was founded, the firm has filed approximately 20% of the FLSA cases brought in the U.S. District Court for the Northern District of Ohio.

9. 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 FLSA between 2008 and 2013. I have also been retained as an expert witness and as a mediator in several FLSA cases.

Fullerton v. Golden Flake Snack Foods, Inc.
Factual and Procedural Background

10. On May 1, 2017, Joseph Fullerton ("Mr. Fullerton" or "Plaintiff" or "Class Representative"), an individual, on behalf of himself and others similarly situated, filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219 against Defendant Golden Flake Snack Foods, Inc.

("Golden Flake" or "Defendant") in the United States District Court for the Northern District of Florida, Pensacola Division, Case No. 3:17-cv-00296 (the "Action").

11. The Action contests Defendant's practice and policy of classifying its route sales professionals ("RSPs") as exempt and failing to pay them overtime compensation at the rate of one and one-half times their regular rates of pay for all hours they worked over forty (40) hours per week.

12. Class Counsel vigorously represented Mr. Fullerton and the Class Members in this action, conducted a significant investigation of the claims at issue, engaged in significant discovery, and obtained a thorough familiarity with the complex factual and legal issues presented in this case.

13. The Parties engaged in substantial investigation, discovery, and motion practice prior to negotiating the Settlement. Prior to filing the Action, Plaintiffs' Counsel, including myself, 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, and obtained declarations of witnesses and potential opt-in plaintiffs.

14. After filing the Action, Class Counsel obtained additional investigation notes and declarations from the Class Representative, Opt-In Party Plaintiffs, and numerous other employees who are members of the proposed settlement class.

15. Class Counsel has surveyed, interviewed, and engaged in numerous telephone conversations with Class Representative and Opt-In Party Plaintiffs.

16. The legal issues in the case were thoroughly researched by counsel for the Parties and heavily disputed by Defendant.

17. Interrogatories and Requests for Production of Documents were served upon and answered by the Parties. Over 5,500 pages of documents were exchanged between, and reviewed and analyzed by, Counsel for the Parties.

18. Sixteen (16) depositions were taken in two (2) different states. Class Counsel traveled from the Cleveland and/or Massillon Ohio area to Pensacola, Florida and Birmingham, Alabama, on multiple occasions to prepare one (1) Class Representative and Six (6) Opt-In Party Plaintiffs for depositions and attend those depositions, and to take the two (2) Rule 30(b)(6) depositions and seven (7) depositions of non-Opt-In RSPs.

19. Additionally, Class Counsel took two Rule 30(b)(6) depositions of Defendant and the deposition of seven non-Opt-In RSPs, and Defendant took the depositions of Class Representative Joseph Fullerton and six Opt-In Party Plaintiffs.

20. Class Counsel filed a 38-page Motion for Conditional Certification and Court-Authorized Notice on January 31, 2018.

21. Defendant opposed Plaintiff's Motion for Conditional Certification and Court-Authorized Notice on February 22, 2018.

22. Plaintiff's Counsel, Hans Nilges, prepared for, and traveled from Massillon, Ohio to Pensacola, Florida to attend oral argument on Plaintiff's Motion for Conditional Certification on July 18, 2018.

23. On August 30, 2018, this Court granted Plaintiff's Motion for Conditional Certification and ruled that "the Punitive Collective Members shall be comprised of the plaintiff, Edward Joseph Fullerton, and all other persons employed by the defendant, Golden Flake Snack Foods, Inc., as a Route Sales Professional that drove a truck weighing 10,000 pounds or less during the period three years preceding the commencement of the lawsuit to the present." (Doc. No. 75, Page 13.) Further, this Court ordered that the parties jointly submit a proposed Notice to the Putative Collective Members. (*Id.*)

24. On September 12, 2018, Defendant filed a Motion for Reconsideration of August 30, 2018 Order, or, in the Alternative, for Permission to File an Interlocutory Appeal, and for an Emergency Stay. (Doc. No 59.) That same day the Court granted Defendant's motion to the limited extent that it sought a stay of the Court's August 30th order pending resolution of the Defendant's motion and stayed the case until October 15, 2018 to afford Mr. Fullerton time to file a response to the Defendant's Motion for Reconsideration and the Court to rule on that Motion. (Doc. No. 60.) On September 26, 2018, Plaintiff filed his Opposition Brief. (Doc. No.

61.) On October 12, 2018, this Court denied Defendant's Motion for Reconsideration. (Doc. No. 62.)

25. Subsequent to the Court's Order denying Defendant's Motion for Reconsideration, the Parties engaged in lengthy discussions regarding negotiating the Notice to Putative Collective Members and potential mediation.

26. After much discussion between counsel for the Parties, the Parties agreed to mediate the Action and, to facilitate mediation, agreed to the terms set forth in the Joint Stipulation Regarding Notice, Due Diligence Exchange, Mediation and Tolling. (Doc. No. 65.)

27. A complete analysis of each Class Member's overtime damages resulting from Defendant's practice and policy of failing to pay overtime compensation to Class Representative and Class Members at one and one-half times their "regular rate" was performed, by reviewing and analyzing the Class Members' time and pay records, and verifying same with Class Representative and Opt-In Party Plaintiffs.

28. The Parties engaged in numerous telephone calls and email correspondence in connection with discovery and other matters.

29. This case was vigorously litigated by both sides since it was filed on May 1, 2017.

30. The Parties engaged in significant research, discovery, and legal argument, in writing and verbally. All of aspects of this dispute have been sufficiently and thoroughly investigated and are well-understood by both sides.

31. During the month of December 2018, the Parties engaged in settlement negotiations under the auspices and assistance of Mediator Professor Lynn P. Cohn, Clinical Professor of Law and the Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School.

32. On December 19, 2018, the Counsel for the Parties traveled to New York and engaged in a formal full day of mediation with the assistance of Professor Cohn, which led to a settlement of the Action on the terms set forth in the in the Parties' Settlement and Release Agreement and Dismissal with Prejudice.

THE SETTLEMENT IS FAIR AND REASONABLE

33. From my experience litigating this case, and with my experience litigating numerous other wage and hour collective and class actions, I believe the proposed Settlement is in the best interests of the Class Representative, Opt-In Party Plaintiffs, and the Class Members.

34. I also believe that the proposed Settlement is a fair, adequate and reasonable compromise of a *bona fide* dispute.

35. The Parties continue to disagree over the merits of Plaintiffs' claims. The Parties agree and stipulate that there are several disputed legal and factual issues, including:

- Whether the Class Representative and the Class Members were exempt from the overtime provisions of the FLSA under the outside sales employee exemption;
- Whether the Class Representative and the Class Members had the primary duty of making sales;
- Whether the Class Representative and the Class Members were properly paid on a commission basis;
- Whether the Class Representative and the Class Members were entitled to overtime compensation;
- Whether the Class Representative and all of the Class Members worked over 40 hours in any given workweek;
- The number of hours the Class Representative and each of the Class Members worked in any given workweek;
- The damages allegedly suffered by the Class Representative and each of the Class Members;
- Whether Defendant is liable for liquidated damages;
- Whether Defendant can establish a "good faith" defense to the claims of the Class Representative and the Class Members;
- Whether the conditionally certified FLSA class would be decertified prior to trial;
- Whether the three (3) year or two (2) year statute of limitations applies; and

- Whether Defendant violated the FLSA, and whether such violation was willful.

36. Defendant argues that there are factual and employment disparities between the Plaintiff, Opt-In Party Plaintiffs, and Class Members that Defendant would have used in an attempt to decertify the class, including working out of various warehouses and storage/bin locations, being subject to different policies and procedures, having varying routes, varying in the amount and types of "sales" they allegedly performed, varying hours worked, varying factual indicia pertaining to the primary duty of the Class Members, and the amount of overtime compensation to which each may be owed.

37. While Class Counsel believe the factual and employment disparities are minimal, Defendant and its counsel have expressed their belief that there are material differences among the Plaintiff, Opt-In Party Plaintiffs, and Class Members that could lead to decertification of the conditionally certified collective action.

38. If the collective action would be decertified, certain Class Members may have been reluctant to bring their own actions, while those who brought their own actions would have faced their own separate challenges in proceeding as individuals, rather than as a collective, including the high cost of individual litigation.

39. Defendant has a colorable argument that Plaintiffs were subject to the FLSA's outside sales exemption. Factual disputes over Plaintiffs' job duties remain.

While the settlement prevented the exemption issue from being definitively resolved short of trial, it is quite possible that a reasonable jury could have found Plaintiffs to be covered by the outside sales exemption. As such, Plaintiffs risked losing at trial, which would have resulted in no recovery of their alleged overtime compensation.

40. Further, if Plaintiffs were successful at trial, Defendant would be expected to appeal any verdict in favor of Plaintiffs. As such, this case was poised for years of litigation, which would delay any payments allegedly owed to Plaintiffs.

41. If approved by the Court, the Proposed Settlement will provide substantial payments to Class Representative and the Class Members for unpaid overtime compensation. The Settlement also provides immediate and substantial relief without the attendant risks and delay of continued litigation and appeals.

42. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars ($1,700,000.00), which will cover all of the individual payments to the Class Members, Class Representative, and Opt-In Party Plaintiffs, payments to Class Counsels for their attorneys' fees and costs, payment of the Service Award Payments to the Class Representative and Opt-In Party Plaintiffs who were deposed in this case, and payment of the costs of the Settlement Administrator.

43. The stipulated class consist of 660 current and former Route Sales Professionals employed by Golden Flake and/or its successors/assigns, assigns, and affiliates, including Utz Quality Foods, LLC.

44. Pursuant to the terms of the Settlement, all Individual Payments have been calculated proportionally on each Class Member's alleged overtime damages resulting from Defendant's payment of the RSPs primarily on a commission basis instead of an hourly basis including overtime compensation at the rate of one and one-half their regular rates for all hours worked over 40 in a workweek during the Calculation Period. Class Counsel performed the calculations based on the compensation data provided in good faith by Defendant, and Class Counsel verifies that the calculations are correct.

45. The Calculation Period for the for the Class Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form and ending October 31, 2018, and the "Calculation Period" for the Eligible Settlement Participants who are putative Class Members shall mean the period October 1, 2015 and ending October 31, 2018.

46. Class Representative alleged that he typically worked between 45 and 50 hours or more each week. (Doc. No. 21, Page 4.) Class Counsel estimates that the Class Members also typically worked between 45 and 50 hours or more hours each week, and on average, worked closer to 50 hours per week.

47. In anticipation of mediation, Defendant performed an extensive time study using data it had previously provided to Class Counsel. Based on Defendant's findings, Defendant estimated that the Class Members worked on average not more

than approximately 48.5 hours per week, less any time-off taken by a Class Member during the workweek, including any time for vacation and sick time as well as any time off during any day of the week for meals, breaks, and personal affairs. The time study was subject to review and scrutiny by Class Counsel. Professor Cohn also closely reviewed and analyzed the aforesaid time study and confirmed that the foregoing appeared to be valid.

48. Assuming Defendant is correct that the Class Members worked an average of not more than 48.5 hours per week, the Class Representative and Class Members were allegedly not paid $2,121,218.04 in overtime compensation during the three-year limitations period if not covered by the outside sales exemption under the FLSA. During the two-year limitation period, Class Representative and Class Members were allegedly not paid $1,252,975.86 in overtime compensation if not covered by the outside sales exemption under the FLSA.

49. Thus, the Proposed Settlement recovers approximately 80.14% of the alleged overtime compensation Class Representative and the Class Members were allegedly not paid over the three-year limitations period, or approximately 135.68% of the overtime compensation they were allegedly not paid over the two-year limitations period. This calculation is based on an additional half-time for each overtime hour, a common basis for settling such cases and endorsed by the Mediator, Professor Cohn.

50. Pursuant to the terms of the Settlement, Class Counsel has requested a fee of thirty-three and one-third percent (33 1/3%) of the settlement fund, totaling Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($566,666.66) and expenses of $84,277.08, pursuant to the fee agreement between Representative Plaintiff and Class Counsel.

51. The attorneys' fees requested are reasonable in light of the exceptional benefit achieved for Plaintiff and the Class Members. The Class recovered a significant amount of the alleged overtime owed. The recovery is well above the 7% to 11% average results achieved for class members.

52. Below is a list of cases in which Class Counsel's one-third fee request has been approved in similar collective and class actions in Federal Courts. See, e.g., *Allen v. Sutherland Global Services*, Case No. 6:17-cv-6059 (W.D.N.Y); *Lawrence v. Platinum Home Helper*, Case No. 1:17-cv-1479 (N.D. Ohio); *Miller v. Flowers Baking Co. of Ohio*, Case No. 3:17-cv-725 (N.D.NY.); *Caringi v. Relentless Recovery*, Case No. 1:16-cv-2236 (N.D. Ohio); *Tabor v. A Better Alternative to Senior Care, Inc.,* Case No. 1:16-cv-1281 (N.D. Ohio); *Castro v. Heart Home Care, LLC*, Case No. 1:16-cv-571 (N.D. Ohio); *Terry v. All Hearts Home Health Care*, Case No. 1:16-cv-515 (N.D. Ohio); *Webber v. Nine Energy*, Case No. 4:15-cv-2406 (S.D. Texas); *Houston, et. al. v. Progressive Casualty Insurance Co.*, Case No. 1:15-cv-01853 (N.D. Ohio); *Hillebrandt, et al. v. Horizontal Wireline Services, LLC, et*

al., Case No. 2:15-cv-1307 (W.D. Pa); *Rucker v. Quality Blow Molding,* Case No. 1:15-cv-1039 (N.D. Ohio); *Green v. H.A.D., Inc.,* Case No. 2:15-cv-933 (S.D. Ohio); *Douglas, et al. v. J&K Subway, Inc.,* Case No. 4:14-cv-2621 (N.D. Ohio); *Smith v. CMHA*, Case No. 1:14-cv-1409 (N.D. Ohio); *Armbruster v. City of Cleveland*, Case No. 1:13-cv-2626 (N.D. Ohio); *Williams v. Beckett Air, Inc*., Case No. 1:12-cv-2796 (N.D. Ohio); *Welch v. Incept Corporation*, Case No. 5:12-cv-1775 (N.D. Ohio); *Malaj v. Gohlke*, Case No. 1:11-cv-1578 (N.D. Ohio); *Campbell v. Judson Services*, Case No. 1:11-cv-906 (N.D. Ohio); *Murphy v. 1-800-Flowers*, Case No. 1:10-cv-1822 (N.D. Ohio); *Miller v. National Enterprise Systems*, Case No. 1:10-cv-1664 (N.D. Ohio); *Osolin v. Turocy & Watson LLP*, et al, Case No. 1:09-cv-2935 (N.D. Ohio); *Kelly v. National Enterprise Systems*, Case No. 1:09-cv-2268 (N.D. Ohio); *McNelley v. Aldi*, Case No. 1:09-cv-1868 (N.D. Ohio); *Rotuna v. West Customer Management Group*, Case No. 4:09-cv-1608 (N.D. Ohio); *Jackson v. Papa John's*, Case No. 1:08-cv-2791 (N.D. Ohio); *Dillworth v. Case Farms*, Case No. 5:08-cv-1694 (N.D. Ohio); *Fincham v. Nestlé Prepared Foods Company*, Case No. 1:08-cv-73 (N.D. Ohio); and *McGhee v. Allied Waste Industries*, Case No. 1:07-cv-1110 (N.D. Ohio).

53. The services rendered to Class Representative and the Class Members reflect the significant experience Class Counsel has with litigating collective and class actions, as discussed above.

54. The attorneys' fees in this case were entirely contingent upon the success of this litigation. Class Counsel expended significant time and effort and advanced costs and expenses without any guarantee of compensation. This case has been pending for approximately 21 months. It is a complex FLSA matter in which Plaintiffs have alleged that Defendant misclassified them as "exempt" employees and failed to pay them overtime compensation for the hours they worked over 40 in a workweek. Defendant has pleaded as an affirmative defense that Plaintiff and Class Members are exempt under the "outside sales" exemption as "drivers who sell". Defendant has also pleaded that its decision to treat RSPs as exempt was made in good faith and was non-willful in nature, which if shown to be true at trial would have very substantially reduced the recovery of the Class Members. This case has the potential to go on for many years; it has been hard fought by both sides. There would be another 25 or more depositions to be taken in this case, depending on the number of Putative Class Members who would have opted into the matter if the settlement had not been reached.

55. Throughout the course of this litigation over the last approximately 21 months, I have actively participated in representing Representative Plaintiff, Opt-In Plaintiffs, and Putative Class Members. I engaged in numerous written and verbal correspondence with co-counsel and/or defense counsel, including email

correspondence, letters, and telephone conferences. I participated in numerous telephone calls with Class Members.

56. On December 17, 2018, the I traveled to New York for purposes of meeting with co-counsel and preparing for the mediation in this matter.

57. On December 19, 2018, I attended a formal full day of mediation with Mediator Lynn P. Cohn.

58. Defendant indicated that it anticipates moving for decertification and, if on the Court denied that motion, a lengthy trial would have been conducted, with many witnesses testifying and volumes of exhibits admitted into evidence. Additionally, either party would have likely appealed. With prior knowledge of the complexity, risks, and likely duration of litigation, Class Counsel took the case and assumed the risk.

59. Finally, had this case not settled, Class Counsel would have continued to vigorously litigate 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 notice to the class of Class Counsel's attorneys' fee request.

60. The Lazzaro Law Firm, LLC has incurred, and reasonably will incur attending to the administration of the settlement, the following amount of hours at

the corresponding hourly rates of pay: Attorney Anthony J. Lazzaro, 218 hours, $450.00; Attorney Chastity L. Christy, 202 hours, $450.00; and Attorney Lori M. Griffin, 116 hours, $350.00.

61. The Lazzaro Law Firm, LLC's litigation expenses are $18,129.67. The cost for the settlement administrator is $16,158.00. All of the expenses were incurred, or will reasonably be incurred during the administration of the settlement notices, including the issuance of notices to the Eligible Settlement Participants, and in the course of the litigation of this action for the purpose of preserving, proving, and presenting the claims of Class Representative and the Class Members. A statement of expenses is attached hereto, as well as the cost for the Settlement Administrator.

62. Pursuant to the terms of the Settlement Agreement, and in addition to their Individual Payments, the following payment will be made as Service Award Payments: Class Representative Joseph Fullerton will receive $15,000.00 and Existing Opt-In Party Plaintiffs who had their depositions take in the Action - Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton (the "Discovery Class Representatives") - will each receive $5,000.00.

63. Class Representative's and Discovery Class Representatives' services were extensive and effective. They provided extensive factual information to Class

Counsel and faithfully engaged in calls and other communications with Class Counsel. Moreover, Class Representative subjected himself to the responsibilities of serving as a named plaintiff in a lawsuit against his employer. Further, Discovery Class Representatives each took time off from work and traveled to meet with Class Counsel to prepare for their respective depositions and attend nearly a full day of deposition. The participation and active involvement of the Class Representative and the Discovery Class Representatives far exceeded the involvement of other Class Members, and their participation, active involvement, and testimony assisted in the success of Plaintiff's Motion for Conditional Certification and in the settlement of this matter.

Anthony J. Lazzaro (0077962)
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Class Counsel

Dated: 3/5/19

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Case 3:17-cv-00296-RV-HTC Document 68-6 Filed 03/08/19 Page 20 of 20

Statement of Legal Expenses

Matter: *Fullerton v. Golden Flake*

Invoice date: 3/6/2019

Invoice amount: $18,129.67

Date	Description of Expenses Incurred	Amount
1/31/2017	Online people search	575.00
6/2/2017	Admission to the Northern District of Florida	201.00
7/24/2017	Admission to the Northern District of Florida	201.00
11/21/2017	Flight to Pensacola	342.80
11/29/2017	Flight from Birmingham to Cleveland	182.80
12/2/2017	Luggage fee for flight	125.00
12/3/2017	Rental car	454.30
12/3/2017	Food during travel	17.32
12/4/2017	Food during travel	39.90
12/6/2017	Pensacola hotel	418.14
12/6/2017	Food during travel	63.07
12/8/2017	Food during travel	11.31
12/8/2017	Birmingham hotel	428.82
12/21/2017	Veritext transcript services	835.27
12/4/2018	Photocopies	111.80
12/16/2018	Flight to NYC for mediation	360.40
1/15/2019	Mediator fee	8587.50
Future	Letter to existing class members	39.69
Future	Notice to class (BRM envelopes)	528.00
Future	Local counsel fees and costs	4606.55
Total Cost of Expenses Incurred		**$18,129.67**

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-CJK**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

DECLARATION OF CLASS COUNSEL CHASTITY L. CHRISTY SUPPORTING APPROVAL OF SETTLEMENT AND ATTORNEYS' FEES

I, Chastity L. Christy, 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 Class Representative Joseph Fullerton, Opt-In Party Plaintiffs, and members of the proposed FLSA Settlement Class ("Class Members").

Professional Experience

2. Since September 8, 2015, I have been employed as an attorney with The Lazzaro Law Firm, LLC.

3. The firm was founded in 2006 to advocate for the employment, overtime and minimum wage rights of employees. The firm's primary focus is litigating collective actions, class actions and individual cases for employees with overtime and minimum wage claims.

4. The firm commonly handles claims that include misclassifying employees as exempt or as independent contractors; failing to pay for off-the-clock-work, pre-shift and post-shift work, changing into and out of uniforms, meal periods, short rest periods and travel time; improper rounding of start and stop times; and improper tip pooling.

5. Since the firm was founded, the firm has recovered over $40 million in settlement payments on behalf of employees.

6. Excluding the present case, the firm has settled eight (8) cases in excess of one million dollars, as follows: a $4.5 million settlement for employees not paid for changing into and out of uniforms; a $4.3 million settlement for employees misclassified as exempt; a $2.5 million settlement against Utz Quality Foods for employees misclassified as exempt; a $2.23 million settlement against Sutherland Global Services for employees who were not paid for logging into computers and applications; a $2.2 million settlement against the City of Cleveland for employees whose start and stop times were improperly rounded; a $1.48 million settlement for employees paid overtime on a monthly basis; a $1.3 million settlement for

employees not paid for meal periods; and a $1.25 million settlement against H.A.D. Inc. for employees misclassified as exempt

7. The firm has litigated over 100 certified collective and class actions against small and large employers, including 1-800-Flowers, Inc., Aarons, Inc., Aldi, Inc., Allied-Horizontal Wireline Services, City of Cleveland, Forever 21, Nestlé, Papa John's USA, Inc., Progressive Casualty Insurance, RadioShack Corp, and Utz Quality Foods.

8. Finally, since the firm was founded, the firm has filed approximately 20% of the FLSA cases brought in the U.S. District Court for the Northern District of Ohio.

9. From July 31, 2008 through August 14, 2015, I was employed as an attorney with Caryn Groedel & Associates, Co., LPA, representing employees in employment-related matters, including wage and hour matters.

10. From March 2004 through July 29, 2008, I was employed as an Associate, and then a Partner, at Zipkin Whiting Co., LPA, representing employees in employment-related matters.

11. I graduated from Case Western Reserve University School of Law in 2003, and have been licensed to practice law in the State of Ohio since November 2003.

12. I am a member in good standing of the bars of the Ohio Supreme Court, the United States Court of Appeals for the Sixth Circuit, the United States District Court for the Northern District of Ohio, and the United States District Court for the Southern District of Ohio.

13. Since my admission to the practice of law, I have practiced almost exclusively in litigating on behalf of employees in various employment-related matters.

14. From March 2004 through the present, I have successfully litigated or assisted in litigating hundreds of employment-related matters in federal, state, and appellate courts, as well as arbitrations, and have recovered millions of dollars in settlement payments on behalf of employees.

15. From 2012 to 2017, I was named an Ohio Super Lawyers Rising Star, which is a designation awarded to the top 2.5% of all attorneys in the State of Ohio who are 40 years of age or under, or who have been practicing law for 10 years or fewer. Since 2018, I have been named an Ohio Super Lawyer, a designation awarded to the top 5% of all attorneys in the State of Ohio.

16. I have been selected to speak at multiple National Business Institute seminars and in the CMBA's 16th Annual Northern Ohio Labor & Employment Law Conference, presenting on various topics, including, but not limited to, litigating

employment claims from start to finish, employment discrimination law, latest developments in employment law, and the Fair Labor Standards Act.

Fullerton v. Golden Flake Snack Foods, Inc.
Factual and Procedural Background

17. On May 1, 2017, Joseph Fullerton ("Mr. Fullerton" or "Plaintiff" or "Class Representative"), an individual, on behalf of himself and others similarly situated, filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219 against Defendant Golden Flake Snack Foods, Inc. ("Golden Flake" or "Defendant") in the United States District Court for the Northern District of Florida, Pensacola Division, Case No. 3:17-cv-00296 (the "Action").

18. The Action contests Defendant's practice and policy of classifying its route sales professionals ("RSPs") as exempt and failing to pay them overtime compensation at the rate of one and one-half times their regular rates of pay for all hours they worked over forty (40) hours per week.

19. Class Counsel vigorously represented Mr. Fullerton and the Class Members in this action, conducted a significant investigation of the claims at issue, engaged in significant discovery, and obtained a thorough familiarity with the complex factual and legal issues presented in this case.

20. The Parties engaged in substantial investigation, discovery, and motion practice prior to negotiating the Settlement. Prior to filing the Action, Plaintiffs' Counsel, including myself, 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, and obtained declarations of witnesses and potential opt-in plaintiffs.

21. After filing the Action, Class Counsel obtained additional investigation notes and declarations from the Class Representative, Opt-In Party Plaintiffs, and numerous other employees who are members of the proposed settlement class.

22. Class Counsel has surveyed, interviewed, and engaged in numerous telephone conversations with Class Representative and Opt-In Party Plaintiffs.

23. The legal issues in the case were thoroughly researched by counsel for the Parties and heavily disputed by Defendant.

24. Interrogatories and Requests for Production of Documents were served upon and answered by the Parties. Defendant produced over 5,500 pages of documents, which were analyzed by Class Counsel, including myself.

25. Sixteen (16) depositions were taken in two (2) different states. Class Counsel traveled from the Cleveland and/or Massillon Ohio area to Pensacola, Florida and Birmingham, Alabama, on multiple occasions to prepare one (1) Class Representative and Six (6) Opt-In Party Plaintiffs for depositions and attend those depositions, and to take the two (2) Rule 30(b)(6) depositions and seven (7) depositions of non-Opt-In RSPs.

26. Additionally, Class Counsel took two Rule 30(b)(6) depositions of Defendant and the deposition of seven non-Opt-In RSPs, and Defendant took the depositions of Class Representative Joseph Fullerton and six Opt-In Party Plaintiffs.

27. Class Counsel filed a 38-page Motion for Conditional Certification and Court-Authorized Notice on January 31, 2018.

28. Defendant opposed Plaintiff's Motion for Conditional Certification and Court-Authorized Notice on February 22, 2018.

29. On August 30, 2018, this Court granted Plaintiff's Motion for Conditional Certification and ruled that "the Punitive Collective Members shall be comprised of the plaintiff, Edward Joseph Fullerton, and all other persons employed by the defendant, Golden Flake Snack Foods, Inc., as a Route Sales Professional that drove a truck weighing 10,000 pounds or less during the period three years preceding the commencement of the lawsuit to the present." (Doc. No. 75, Page 13.) Further, this Court ordered that the parties jointly submit a proposed Notice to the Putative Collective Members. (*Id.*)

30. On September 12, 2018, Defendant filed a Motion for Reconsideration of August 30, 2018 Order, or, in the Alternative, for Permission to File an Interlocutory Appeal, and for an Emergency Stay. (Doc. No 59.) That same day the Court granted Defendant's motion to the limited extent that it sought a stay of the Court's August 30th order pending resolution of the Defendant's motion and stayed

the case until October 15, 2018 to afford Mr. Fullerton time to file a response to the Defendant's Motion for Reconsideration and the Court to rule on that Motion. (Doc. No. 60.) On September 26, 2018, Plaintiff filed his Opposition Brief. (Doc. No. 61.) On October 12, 2018, this Court denied Defendant's Motion for Reconsideration. (Doc. No. 62.)

31. Subsequent to the Court's Order denying Defendant's Motion for Reconsideration, the Parties engaged in lengthy discussions regarding negotiating the Notice to Putative Collective Members and potential mediation.

32. After much discussion between counsel for the Parties, the Parties agreed to mediate the Action and, to facilitate mediation, agreed to the terms set forth in the Joint Stipulation Regarding Notice, Due Diligence Exchange, Mediation and Tolling. (Doc. No. 65.)

33. A complete analysis of each Class Member's overtime damages resulting from Defendant's practice and policy of failing to pay overtime compensation to Class Representative and Class Members at one and one-half times their "regular rate" was performed, by reviewing and analyzing the Class Members' time and pay records and verifying same with Class Representative and Opt-In Party Plaintiffs.

34. The Parties engaged in numerous telephone calls and email correspondence in connection with discovery and other matters.

35. This case was vigorously litigated by both sides since it was filed on May 1, 2017.

36. The Parties engaged in significant research, discovery, and legal argument, in writing and verbally. All of aspects of this dispute have been sufficiently and thoroughly investigated and are well-understood by both sides.

37. During the month of December 2018, the Parties engaged in settlement negotiations under the auspices and assistance of Mediator Professor Lynn P. Cohn, Clinical Professor of Law and the Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School.

38. On December 19, 2018, the Counsel for the Parties traveled to New York and engaged in a formal full day of mediation with the assistance of Professor Cohn, which led to a settlement of the Action on the terms set forth in the in the Parties' Settlement and Release Agreement and Dismissal with Prejudice.

THE SETTLEMENT IS FAIR AND REASONABLE

39. From my experience litigating this case, and with my experience litigating numerous other wage and hour collective and class actions, I believe the proposed Settlement is in the best interests of the Class Representative, Opt-In Party Plaintiffs, and the Class Members.

40. I also believe that the proposed Settlement is a fair, adequate and reasonable compromise of a *bona fide* dispute.

41. The Parties continue to disagree over the merits of Plaintiffs' claims. The Parties agree and stipulate that there are several disputed legal and factual issues, including:

- Whether the Class Representative and the Class Members were exempt from the overtime provisions of the FLSA under the outside sales employee exemption;
- Whether the Class Representative and the Class Members had the primary duty of making sales;
- Whether the Class Representative and the Class Members were properly paid on a commission basis;
- Whether the Class Representative and the Class Members were entitled to overtime compensation;
- Whether the Class Representative and all of the Class Members worked over 40 hours in any given workweek;
- The number of hours the Class Representative and each of the Class Members worked in any given workweek;
- The damages allegedly suffered by the Class Representative and each of the Class Members;
- Whether Defendant is liable for liquidated damages;
- Whether Defendant can establish a "good faith" defense to the claims of the Class Representative and the Class Members;
- Whether the conditionally certified FLSA class would be decertified prior to trial;
- Whether the three (3) year or two (2) year statute of limitations applies; and

- Whether Defendant violated the FLSA, and whether such violation was willful.

42. Defendant argues that there are factual and employment disparities between the Plaintiff, Opt-In Party Plaintiffs, and Class Members that Defendant would have used in an attempt to decertify the class, including working out of various warehouses and storage/bin locations, being subject to different policies and procedures, having varying routes, varying in the amount and types of "sales" they allegedly performed, varying hours worked, varying factual indicia pertaining to the primary duty of the Class Members, and the amount of overtime compensation to which each may be owed.

43. While Class Counsel believe the factual and employment disparities are minimal, Defendant and its counsel have expressed their belief that there are material differences among the Plaintiff, Opt-In Party Plaintiffs, and Class Members that could lead to decertification of the conditionally certified collective action.

44. If the collective action would be decertified, certain Class Members may have been reluctant to bring their own actions, while those who brought their own actions would have faced their own separate challenges in proceeding as individuals, rather than as a collective, including the high cost of individual litigation.

45. Defendant has a colorable argument that Plaintiffs were subject to the FLSA's outside sales exemption. Factual disputes over Plaintiffs' job duties remain.

While the settlement prevented the exemption issue from being definitively resolved short of trial, it is quite possible that a reasonable jury could have found Plaintiffs to be covered by the outside sales exemption. As such, Plaintiffs risked losing at trial, which would have resulted in no recovery of their alleged overtime compensation.

46. Further, if Plaintiffs were successful at trial, Defendant would be expected to appeal any verdict in favor of Plaintiffs. As such, this case was poised for years of litigation, which would delay any payments allegedly owed to Plaintiffs.

47. If approved by the Court, the Proposed Settlement will provide substantial payments to Class Representative and the Class Members for unpaid overtime compensation. The Settlement also provides immediate and substantial relief without the attendant risks and delay of continued litigation and appeals.

48. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars ($1,700,000.00), which will cover all of the individual payments to the Class Members, Class Representative, and Opt-In Party Plaintiffs, payments to Class Counsels for their attorneys' fees and costs, payment of the Service Award Payments to the Class Representative and Opt-In Party Plaintiffs who were deposed in this case, and payment of the costs of the Settlement Administrator.

49. The stipulated class consist of 660 current and former Route Sales Professionals employed by Golden Flake and/or its successors/assigns, assigns, and affiliates, including Utz Quality Foods, LLC.

50. Pursuant to the terms of the Settlement, all Individual Payments have been calculated proportionally on each Class Member's alleged overtime damages resulting from Defendant's payment of the RSPs primarily on a commission basis instead of an hourly basis including overtime compensation at the rate of one and one-half their regular rates for all hours worked over 40 in a workweek during the Calculation Period. Class Counsel performed the calculations based on the compensation data provided in good faith by Defendant, and Class Counsel verifies that the calculations are correct.

51. The Calculation Period for the for the Class Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form and ending October 31, 2018, and the "Calculation Period" for the Eligible Settlement Participants who are putative Class Members shall mean the period October 1, 2015 and ending October 31, 2018.

52. Class Representative alleged that he typically worked between 45 and 50 hours or more each week. (Doc. No. 21, Page 4.) Class Counsel estimates that the Class Members also typically worked between 45 and 50 hours or more hours each week, and on average, worked closer to 50 hours per week.

53. In anticipation of mediation, Defendant performed an extensive time study using data it had previously provided to Class Counsel. Based on Defendant's findings, Defendant estimated that the Class Members worked on average not more

than approximately 48.5 hours per week, less any time-off taken by a Class Member during the workweek, including any time for vacation and sick time as well as any time off during any day of the week for meals, breaks, and personal affairs. The time study was subject to review and scrutiny by Class Counsel. Professor Cohn also closely reviewed and analyzed the aforesaid time study and confirmed that the foregoing appeared to be valid.

54. Assuming Defendant is correct that the Class Members worked an average of not more than 48.5 hours per week, the Class Representative and Class Members were allegedly not paid $2,121,218.04 in overtime compensation during the three-year limitations period if not covered by the outside sales exemption under the FLSA. During the two-year limitation period, Class Representative and Class Members were allegedly not paid $1,252,975.86 in overtime compensation if not covered by the outside sales exemption under the FLSA.

55. Thus, the Proposed Settlement recovers approximately 80.14% of the alleged overtime compensation Class Representative and the Class Members were allegedly not paid over the three-year limitations period, or approximately 135.68% of the overtime compensation they were allegedly not paid over the two-year limitations period. This calculation is based on an additional half-time for each overtime hour, a common basis for settling such cases and endorsed by the Mediator, Professor Cohn.

56. Pursuant to the terms of the Settlement, Class Counsel has requested a fee of thirty-three and one-third percent (33 1/3%) of the settlement fund, totaling Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($566,666.66) and expenses of $84,277.08, pursuant to the fee agreement between Representative Plaintiff and Class Counsel.

57. Throughout the course of this litigation over the last approximately 21 months, I have actively participated in representing Representative Plaintiff, Opt-In Party Plaintiffs, and Putative Class Members. I engaged in numerous written and verbal correspondence with co-counsel and/or defense counsel, including email correspondence, letters, and telephone conferences. I participated in numerous telephone calls with Class Members. Additionally, I participated in deposition preparation with Representative Plaintiff and Opt-In Party Plaintiffs and attended and defended said depositions. Further, I participated in written discovery and reviewed the documents exchanged between the Parties, read the deposition transcripts, drafted deposition summaries, and assisted with drafting and filing pleadings, motions, and other filings in this matter, and performed significant research throughout this litigation.

58. On December 3, 2017, I traveled from Cleveland, Ohio to Pensacola, Florida for the purposes of preparing Chris Meeks, Joseph Fullerton, and Ariel Fanene for their depositions and to attend the same.

59. On December 4, 2017, I attended meetings with Mr. Meeks, Mr. Fullerton, and Mr. Fanene and assisted in preparing each for their respective depositions.

60. On December 5, 2017, I attended and defended the deposition of Ariel Fanene.

61. On December 6, 2017, I drove from Pensacola, Florida to Birmingham, Alabama for the purposes of preparing Roger Stratton, John Sazera, and Jason Fine for their depositions and to attend the same.

62. On December 6, 2017, I attended meetings with Mr. Stratton and Mr. Sazera and assisted in preparing each for their respective depositions.

63. On December 7, 2017, I attended the deposition of Roger Stratton, attended a meeting with Jason Fine to prepare him for his deposition, and attended and defended the deposition of Jason Fine.

64. On December 8, 2017, I traveled from Birmingham, Alabama to Cleveland, Ohio following the aforementioned depositions.

65. I drafted the Joint Motion for Approval of Settlement and Stipulation of Dismissal with Prejudice, the Memorandum in Support, the Joint Stipulation of Settlement and Release, as well as the other supporting documentation attached thereto, and negotiated the language of said documents with defense counsel.

66. The attorneys' fees requested are reasonable in light of the exceptional benefit achieved for Plaintiff and the Class Members. The Class recovered a significant amount of the alleged overtime owed. The recovery is well above the 7% to 11% average results achieved for class members.

67. Below is a list of cases in which Class Counsel's one-third fee request has been approved in similar collective and class actions in Federal Courts. See, e.g., *Allen v. Sutherland Global Services*, Case No. 6:17-cv-6059 (W.D.N.Y); *Lawrence v. Platinum Home Helper*, Case No. 1:17-cv-1479 (N.D. Ohio); *Miller v. Flowers Baking Co. of Ohio*, Case No. 3:17-cv-725 (N.D.NY.); *Caringi v. Relentless Recovery*, Case No. 1:16-cv-2236 (N.D. Ohio); *Tabor v. A Better Alternative to Senior Care, Inc.*, Case No. 1:16-cv-1281 (N.D. Ohio); *Castro v. Heart Home Care, LLC*, Case No. 1:16-cv-571 (N.D. Ohio); *Terry v. All Hearts Home Health Care*, Case No. 1:16-cv-515 (N.D. Ohio); *Webber v. Nine Energy*, Case No. 4:15-cv-2406 (S.D. Texas); *Houston, et. al. v. Progressive Casualty Insurance Co.*, Case No. 1:15-cv-01853 (N.D. Ohio); *Hillebrandt, et al. v. Horizontal Wireline Services, LLC, et al.*, Case No. 2:15-cv-1307 (W.D. Pa); *Rucker v. Quality Blow Molding,* Case No. 1:15-cv-1039 (N.D. Ohio); *Green v. H.A.D., Inc.,* Case No. 2:15-cv-933 (S.D. Ohio); *Douglas, et al. v. J&K Subway, Inc.,* Case No. 4:14-cv-2621 (N.D. Ohio); *Smith v. CMHA*, Case No. 1:14-cv-1409 (N.D. Ohio); *Armbruster v. City of Cleveland*, Case No. 1:13-cv-2626 (N.D. Ohio); *Williams v. Beckett Air, Inc.*, Case No. 1:12-cv-2796

(N.D. Ohio); *Welch v. Incept Corporation*, Case No. 5:12-cv-1775 (N.D. Ohio); *Malaj v. Gohlke*, Case No. 1:11-cv-1578 (N.D. Ohio); *Campbell v. Judson Services*, Case No. 1:11-cv-906 (N.D. Ohio); *Murphy v. 1-800-Flowers*, Case No. 1:10-cv-1822 (N.D. Ohio); *Miller v. National Enterprise Systems*, Case No. 1:10-cv-1664 (N.D. Ohio); *Osolin v. Turocy & Watson LLP*, et al, Case No. 1:09-cv-2935 (N.D. Ohio); *Kelly v. National Enterprise Systems*, Case No. 1:09-cv-2268 (N.D. Ohio); *McNelley v. Aldi*, Case No. 1:09-cv-1868 (N.D. Ohio); *Rotuna v. West Customer Management Group*, Case No. 4:09-cv-1608 (N.D. Ohio); *Jackson v. Papa John's*, Case No. 1:08-cv-2791 (N.D. Ohio); *Dillworth v. Case Farms*, Case No. 5:08-cv-1694 (N.D. Ohio); *Fincham v. Nestlé Prepared Foods Company*, Case No. 1:08-cv-73 (N.D. Ohio); and *McGhee v. Allied Waste Industries*, Case No. 1:07-cv-1110 (N.D. Ohio).

68. The services rendered to Class Representative and the Class Members reflect the significant experience Class Counsel has with litigating collective and class actions, as discussed above.

69. The attorneys' fees in this case were entirely contingent upon the success of this litigation. Class Counsel expended significant time and effort and advanced costs and expenses without any guarantee of compensation. This case has been pending for approximately 21 months. It is a complex FLSA matter in which Plaintiffs have alleged that Defendant misclassified them as "exempt" employees

and failed to pay them overtime compensation for the hours they worked over 40 in a workweek. Defendant has pleaded as an affirmative defense that Plaintiff and Class Members are exempt under the "outside sales" exemption as "drivers who sell". Defendant has also pleaded that its decision to treat RSPs as exempt was made in good faith and was non-willful in nature, which if shown to be true at trial would have very substantially reduced the recovery of the Class Members. This case has the potential to go on for many years; it has been hard fought by both sides. There would be another 25 or more depositions to be taken in this case, depending on the number of Putative Class Members who would have opted into the matter if the settlement had not been reached.

70. Defendant indicated that it anticipates moving for decertification and, if on the Court denied that motion, a lengthy trial would have been conducted, with many witnesses testifying and volumes of exhibits admitted into evidence. Additionally, either party would have likely appealed. With prior knowledge of the complexity, risks, and likely duration of litigation, Class Counsel took the case and assumed the risk.

71. Finally, had this case not settled, Class Counsel would have continued to vigorously litigate 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 notice to the class of Class Counsel's attorneys' fee request.

72. The Lazzaro Law Firm, LLC has incurred, and reasonably will incur attending to the administration of the settlement, the following amount of hours at the corresponding hourly rates of pay: Attorney Anthony J. Lazzaro, 218 hours, $450.00; Attorney Chastity L. Christy, 202 hours, $450.00; and Attorney Lori M. Griffin, 116 hours, $350.00.

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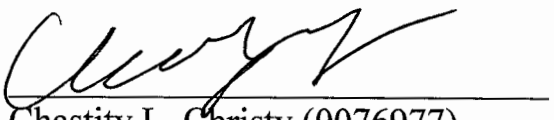
75. Class Representative's and Discovery Class Representatives' services were extensive and effective. They provided extensive factual information to Class Counsel and faithfully engaged in calls and other communications with Class Counsel. Moreover, Class Representative subjected himself to the responsibilities of serving as a named plaintiff in a lawsuit against his employer. Further, Discovery Class Representatives each took time off work and traveled to meet with Class Counsel to prepare for their respective depositions and attend nearly a full day of deposition. The participation and active involvement of the Class Representative and the Discovery Class Representatives far exceeded the involvement of other Class Members, and their participation, active involvement, and testimony assisted in the success of Plaintiff's Motion for Conditional Certification and in the settlement of this matter.



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Signed in Cuyahoga County, Ohio,
this 5th day of March, 2019.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF FLORIDA
PENSACOLA DIVISION

JOSEPH FULLERTON, an individual, on behalf of himself and others similarly situated,

Plaintiff,

vs. **CASE NO: 3:17-cv-00296-RV-CJK**

GOLDEN FLAKE SNACK FOODS, INC.,

Defendant.
_____/

DECLARATION OF CLASS COUNSEL SHANNON M. DRAHER SUPPORTING APPROVAL OF SETTLEMENT AND ATTORNEYS' FEES

I, Shannon M. Draher, 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 Class Representative Joseph Fullerton, Opt-In Party Plaintiffs, and members of the proposed FLSA Settlement Class (collectively "Class Members").

Shannon M. Draher Professional Experience

2. I am a founding partner in the law firm of Nilges Draher LLC. Hans A. Nilges is also a founding partner in the law firm of Nilges Draher, LLC.

3. I am an attorney in good standing with the State Bar of Ohio. I am also admitted to practice in the United States District Court for the Northern District of Ohio, the United States District Court for the Southern District of Ohio, the United States District Court for the Northern District of Indiana, the United States District Court for the Southern District of Indiana, the United Stated District Court for the District Court of North Dakota, the United States District Court for the Western District of Oklahoma, the United States District Court for the District of Arizona, the United States District Court for the District Court of Colorado, the United States Court of Appeals for the Sixth Circuit, and the United States Court of Appeals for the D.C. Circuit.

4. Hans Nilges is an attorney in good standing with the State Bar of Ohio. I am also admitted to practice in the United States District Court for the Northern District of Ohio, the United States District Court for the Southern District of Ohio, the United States District Court for the Northern District of Indiana, the United States District Court for the Southern District of Indiana, the United Stated District Court for the District Court of North Dakota, the United States District Court for the Western District of Oklahoma, the United States District Court for the District of Arizona, the United States District Court for the District Court of Colorado, the United States Court of Appeals for the Sixth Circuit.

5. Nilges Draher LLC is comprised of five attorneys: Hans A. Nilges, Shannon M. Draher, Christopher J. Lalak, Jeffrey Moyle and Robi Basihnab. Information concerning these attorneys' general profiles, work histories, and educational backgrounds is accurately summarized in the "Attorneys" Pages of the Nilges Draher website, which can be found at www.ohlaborlaw.com. Michaela Calhoun was an associate with Nilges Draher during the period January 9, 2017 through November 30, 2018.

6. My practice and the practice of my partner, Hans Nilges, focuses on collecting unpaid wages for employees in collective, class, hybrid and individual wage and hour actions brought under the Fair Labor Standards Acts Ohio Minimum Fair Wage Act, and other state wage and hour laws. Nilges Draher has recovered over twenty-six million dollars in wage and hour settlement payments since February 2014. Michaela Calhoun worked with Mr. Nigles and I on this case.

7. The firm has litigated over 100 wage and hour cases since February 2014.

8. Nilges Draher currently has the largest wage and hour collective action practice in the State of Ohio. The firm has filed approximately 20% of all of the Fair Labor Standards Act ("FLSA") collective action cases brought in the U.S. District Court for the Northern District of Ohio since 2014. In addition, the firm

has litigated wage and hour cases in other jurisdictions, including but not limited to, the Southern District of Ohio, the Middle District of Pennsylvania, the District of Colorado, the Southern District of Indiana, the Northern District of Florida, the District of North Dakota, the District of Arizona, the Western District of Oklahoma, the American Arbitration Association and Ohio and Florida state courts.

Fullerton v. Golden Flake Snack Foods, Inc.
Factual and Procedural Background

9. On May 1, 2017, Joseph Fullerton ("Mr. Fullerton" or "Plaintiff" or "Class Representative"), an individual, on behalf of himself and others similarly situated, filed this Action as a collective action under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201-219 against Defendant Golden Flake Snack Foods, Inc. ("Golden Flake" or "Defendant") in the United States District Court for the Northern District of Florida, Pensacola Division, Case No. 3:17-cv-00296 (the "Action").

10. The Action contests Defendant's practice and policy of classifying its route sales professionals ("RSPs") as exempt and failing to pay them overtime compensation at one-half times their regular rates of pay for all hours they worked over forty (40) hours per week.

11. Class Counsel vigorously represented Mr. Fullerton and the Class Members in this action, conducted a significant investigation of the claims at issue,

engaged in significant discovery, and obtained a thorough familiarity with the complex factual and legal issues presented in this case.

12. The Parties engaged in substantial investigation, discovery and motion practice prior to negotiating the Settlement. Prior to filing the Action, Class Counsel, including myself, 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, and obtained declarations of witnesses and potential opt-in plaintiffs.

13. After filing the Action, Class Counsel obtained additional investigation notes and declarations from the Class Representative, Opt-In Party Plaintiffs, and numerous other employees who are members of the proposed settlement class.

14. Class Counsel has surveyed, interviewed, and engaged in numerous telephone conversations with Class Representative and Opt-In Party Plaintiffs.

15. The legal issues in the case were thoroughly researched by counsel for the Parties and heavily disputed by Defendant.

16. Interrogatories and Requests for Production of Documents were served upon and answered by the Parties. Defendant produced over 5,500 pages of documents. These documents were analyzed by Class Counsel, including myself.

17. Sixteen (16) depositions were taken in two (2) different states. Class Counsel traveled from the Cleveland and/or Massillon Ohio area to Pensacola, Florida and Birmingham, Alabama, on multiple occasions to prepare Class Representative and six Opt-In Party Plaintiffs for depositions and defend those depositions, and to take two Rule 30(b)(6) depositions and seven depositions of non-Opt-In RSPs.

18. Additionally, Class Counsel took two Rule 30(b)(6) depositions of Defendant and the deposition of seven non-Opt-In RSPs, and Defendant took the depositions of Class Representative Joseph Fullerton and six Opt-In Party Plaintiffs.

19. Class Counsel prepared and filed a 38-page Motion for Conditional Certification and Court-Authorized Notice on January 31, 2018.

20. Defendant opposed Plaintiff's Motion for Conditional Certification and Court-Authorized Notice on February 22, 2018.

21. Plaintiff's Counsel, Hans Nilges, prepared for, and traveled from Massillon, Ohio to Pensacola, Florida to attend oral argument on Plaintiff's Motion for Conditional Certification on July 18, 2018.

22. On August 30, 2018, this Court granted Plaintiff's Motion for Conditional Certification and ruled that "the Punitive Collective Members shall be comprised of the plaintiff, Edward Joseph Fullerton, and all other persons

employed by the defendant, Golden Flake Snack Foods, Inc., as a Route Sales Professional that drove a truck weighing 10,000 pounds or less during the period three years preceding the commencement of the lawsuit to the present." (Doc. No. 75, Page 13.) Further, this Court ordered that the parties jointly submit a proposed Notice to the Putative Collective Members. (*Id.*)

23. On September 12, 2018, Defendant filed a Motion for Reconsideration of August 30, 2018 Order, or, in the Alternative, for Permission to File an Interlocutory Appeal, and for an Emergency Stay. (Doc. No 59.) That same day the Court granted Defendant's motion to the limited extent that it sought a stay of the Court's August 30th order pending resolution of the Defendant's motion, and stayed the case until October 15, 2018 to afford Mr. Fullerton time to file a response to the Defendant's Motion for Reconsideration and the Court to rule on that Motion. (Doc. No. 60.) On September 26, 2018, Plaintiff filed his Opposition Brief. (Doc. No. 61.) On October 12, 2018, this Court denied Defendant's Motion for Reconsideration. (Doc. No. 62.)

24. Subsequent to the Court's Order denying Defendant's Motion for Reconsideration, the Parties engaged in lengthy discussions regarding negotiating the Notice to Putative Collective Members and potential mediation.

25. After much discussion between counsel for the Parties, the Parties agreed to mediate the Action and, to facilitate mediation, agreed to the terms set

forth in the Joint Stipulation Regarding Notice, Due Diligence Exchange, Mediation and Tolling. (Doc. No. 65.)

26. A complete analysis of each Class Member's overtime damages resulting from Defendant's practice and policy of failing to pay overtime compensation to Class Representative and Class Members at one and one-half times their "regular rate" was performed, by reviewing and analyzing the Class Members' time and pay records, and verifying same with Class Representative and Opt-In Party Plaintiffs.

27. The Parties engaged in numerous telephone calls and email correspondence in connection with discovery and other matters.

28. This case was vigorously litigated by both sides since it was filed on May 5, 2017.

29. The Parties engaged in significant research, discovery and legal argument, in writing and verbally. All of aspects of this dispute have been sufficiently and thoroughly investigated and are well-understood by both sides.

30. During the month of December 2018, the Parties engaged in settlement negotiations under the auspices and assistance of Mediator Professor Lynn P. Cohn, Clinical Professor of Law and the Director of the Center on Negotiation and Mediation at Northwestern University Pritzker Law School.

31. On December 19, 2018, the Counsel for the Parties traveled to New York and engaged in a formal full day of mediation with the assistance of Professor Cohn, which led to a settlement of the Action on the terms set forth in the in the Parties' Settlement and Release Agreement and Dismissal with Prejudice.

THE SETTLEMENT IS FAIR AND REASONABLE

32. From my experience litigating this case, and with my experience litigating numerous other wage and hour collective and class actions, I believe the proposed Settlement is in the best interests of the Class Representative, Opt-In Party Plaintiffs, and the Class Members.

33. I also believe that the proposed Settlement is a fair, adequate and reasonable compromise of a *bona fide* dispute.

34. The Parties continue to disagree over the merits of Plaintiffs' claims. The Parties agree and stipulate that there are several disputed legal and factual issues, including:

- Whether the Class Representative and the Class Members were exempt from the overtime provisions of the FLSA under the outside sales employee exemption;
- Whether the Class Representative and the Class Members had the primary duty of making sales;
- Whether the Class Representative and the Class Members were properly paid on a commission basis;

- Whether the Class Representative and the Class Members were entitled to overtime compensation;
- Whether the Class Representative and all of the Class Members worked over 40 hours in any given workweek;
- The number of hours the Class Representative and each of the Class Members worked in any given workweek;
- The damages allegedly suffered by the Class Representative and each of the Class Members;
- Whether Defendant is liable for liquidated damages;
- Whether Defendant can establish a "good faith" defense to the claims of the Class Representative and the Class Members;
- Whether the conditionally certified FLSA class would be decertified prior to trial;
- Whether the three (3) year or two (2) year statute of limitations applies; and
- Whether Defendant violated the FLSA, and whether such violation was willful.

35. Defendant argues that there are factual and employment disparities between the Plaintiff, Opt-In Party Plaintiffs, and Class Members that Defendant would have used in an attempt to decertify the class, including working out of various warehouses and storage/bin locations, being subject to different policies and procedures, having varying routes, varying in the amount and types of "sales" they allegedly performed, varying hours worked, varying factual indicia pertaining

to the primary duty of the Class Members, and the amount of overtime compensation to which each may be owed.

36. While Class Counsel and Plaintiffs believe the factual and employment disparities are minimal, Defendant and its counsel have expressed their belief that there are material differences among the Plaintiff, Opt-In Party Plaintiffs, and Class Members that could lead to decertification of the conditionally certified collective action.

37. If the collective action would be decertified, certain Class Members may have been reluctant to bring their own actions, while those who brought their own actions would have faced their own separate challenges in proceeding as individuals, rather than as a collective, including the high cost of individual litigation.

38. Defendant has a colorable argument that Plaintiffs were subject to the FLSA's outside sales exemption. Factual disputes over Plaintiffs' job duties remain. While the settlement prevented the exemption issue from being definitively resolved short of trial, it is quite possible that a reasonable jury could have found Plaintiffs to be covered by the outside sales exemption. As such, Plaintiffs risked losing at trial, which would have resulted in no recovery of their alleged overtime compensation.

39. Further, if Plaintiffs were successful at trial, Defendant would be expected to appeal any verdict in favor of Plaintiffs. As such, this case was poised for years of litigation, which would delay any payments allegedly owed to Plaintiffs.

40. If approved by the Court, the Proposed Settlement will provide substantial payments to Class Representative and the Class Members for unpaid overtime compensation. The Settlement also provides immediate and substantial relief without the attendant risks and delay of continued litigation and appeals.

41. The Gross Settlement Amount is One Million Seven Hundred Thousand Dollars ($1,700,000.00), which will cover all of the individual payments to the Class Members, Class Representative, and Opt-In Party Plaintiffs, payments to Class Counsels for their attorneys' fees and costs, payment of the Service Award Payments to the Class Representative and Opt-In Party Plaintiffs who were deposed in this case, and payment of the costs of the Settlement Administrator.

42. The stipulated class consist of 660 current and former Route Sales Professionals employed by Golden Flake and/or its successors, assigns, and affiliates, including Utz Quality Foods, LLC.

43. Pursuant to the terms of the Settlement, all Individual Payments have been calculated proportionally on each Class Member's alleged overtime damages resulting from Defendant's payment of the RSPs primarily on a commission basis

instead of an hourly basis including overtime at the rate of one and one-half their regular rates for all hours worked over 40 in a workweek during the Calculation Period. Class Counsel performed the calculations based on the compensation data provided in good faith by Defendant, and Class Counsel verified that the calculations are correct.

44. The Calculation Period for the for the Class Representative Plaintiff and Existing Opt-In Party Plaintiffs shall mean the three-year period prior to the date each filed his/her Consent Form and ending October 31, 2018, and the "Calculation Period" for the Eligible Settlement Participants who are the putative Class Members, shall mean the period October 1, 2015 and ending October 31, 2018.

45. Class Representative Plaintiff alleged that he typically worked between 45 and 50 hours or more each week. (Doc. No. 21, Page 4.) Class Counsel estimates that the Class Members also typically worked between 45 and 50 hours or more hours each week, and on average, worked closer to 50 hours per week.

46. In anticipation of mediation, Defendant performed an extensive time study using data it had previously provided to Class Counsel. Based on Defendant's findings, Defendant estimated that the Class Members worked on average not more than approximately 48.5 hours per week, less any time-off taken

by a Class Member during the workweek, including any time for vacation and sick time as well as any time off during any day of the week for meals, breaks, and personal affairs. The time study was subject to review and scrutiny by Class Counsel. Professor Cohn also closely reviewed and analyzed the aforesaid time study and confirmed that the foregoing appeared to be valid.

47. Assuming Defendant is correct that the Class Members worked an average of not more than 48.5 hours per week, the Class Representative and Class Members were allegedly not paid $2,121.218.04 in overtime compensation during the three-year limitations period if not covered by the outside sales exemption under the FLSA. During the two-year limitation period, Class Representative and Class Members were allegedly not paid $1,252,975.86 in overtime compensation if not covered by the outside sales exemption under the FLSA.

48. Thus, the Proposed Settlement recovers approximately 80.14% of the alleged overtime compensation Class Representative and the Class Members were allegedly not paid over the three-year limitations period, or approximately 135.68% of the overtime compensation they were allegedly not paid over the two-year limitations period. This calculation is based on an additional half-time for each overtime hour, a common basis for settling such cases and endorsed by the Mediator, Professor Cohn.

49. Pursuant to the terms of the Settlement, Class Counsel has requested a fee of thirty-three and one-third percent (33-1/3%) of the settlement fund, totaling Five Hundred Sixty-Six Thousand Six Hundred and Sixty-Six Dollars and Sixty-Six Cents ($566,666.66) and expenses of $84,277.08, pursuant to the fee agreement between Representative Plaintiff and Class Counsel.

50. The attorneys' fees requested are reasonable in light of the exceptional benefit achieved for Class Members. The Class recovered a significant amount of the alleged overtime owed. The recovery is well above the 7% to 11% average results achieved for class members in class actions in general.

51. Below is a list of cases in which Class Counsel's one-third fee request has been approved in similar collective and class actions in Federal Courts. *See, e.g., Miller v. Flowers Baking Co. of Ohio*, No. 3:17-cv-725 (N.D.N.Y.); *Green v. H.A.D., Inc.,* No. 2:15-cv-933 (S.D. Ohio); *Swiger, et al. v. Utz*, No. 1:15-cv-02196-CCC (M.D. Pa, June 14, 2017); *Boyd v. Schwebel Baking Co.*, No. 5:15-cv-0504 (N.D. Ohio); *Braucher Atlas Railroad Construction*, No. 5:16-cv-1601 (N.D. Ohio); *Cox v. Healthcare Services Group, Inc.*, No. 3:13-cv-00293 (N.D. Ohio); *Lackie v. U.S. Well Services, Inc.*, No. 2:15-cv-00695 (S.D. Ohio); *Lackie v. U.S. Well Services, Inc.*, No. 2:15-cv-03078 (S.D. Ohio); *Mulloy v. Cuyahoga County*, No., 1:14-cv-02546 (N.D. Ohio); *Sparks v. Village of Lincoln Heights*, No., 1:13-

cv-00889 (S.D. Ohio); *Collins v. J.B. Railroad Contracting, Inc.*, No. 3:18-cv-00165 (W.D. Okla.).

52. The services rendered to Class Representative and the Class Members reflect the significant experience Class Counsel has with litigating collective and class actions, as discussed above.

53. This case has been pending for approximately 21 months. It is a complex FLSA matter in which Plaintiffs have alleged that Defendant misclassified them as "exempt" employees and failed to pay them overtime compensation for the hours they worked over 40 in a workweek. Defendant has pleaded as an affirmative defense that Plaintiff and Class Members are exempt under the "outside sales" exemption as "drivers who sell". Defendant has also pleaded that its decision to treat RSPs as exempt was made in good faith and was non-willful in nature, which if shown to be true at trial would have very substantially reduced the recovery of the Class Members. This case has the potential to go on for many years; it has been hard fought by both sides. There would be another 25 or more depositions to be taken in this case, depending on the number of Putative Class Members who would have opted into the matter if the settlement had not been reached.

54. Throughout the course of this litigation over the last approximately 21 months, I have actively participated in representing Representative Plaintiff, Opt-In

Plaintiffs, and Putative Class Members, including but not limited to: engaging in written and verbal correspondence with co-counsel, defense counsel, the Class Representative and Opt-In Party Plaintiffs; preparing written discovery requests, responding to written discovery requests, reviewing more than 5,500 pages of records produced by Defendant; preparing for, and defending, the Class Representative's and Opt-In Party Plaintiffs' depositions; preparing for, and taking, Defendant's 30(b)(6) and non-Opt-In RSPs' depositions; and traveling to and from Ohio to Alabama, to and from Ohio to and Florida for depositions.

55. On December 18, 2018, I traveled to New York for purposes of meeting with co-counsel and preparing for the mediation in this matter.

56. On December 19, 2018, I attended a formal full day of mediation with Mediator Lynn P. Cohn.

57. Defendant indicated that it anticipates moving for decertification, and if the Court denied that motion, a lengthy trial would have been conducted, with many witnesses testifying and volumes of exhibits admitted into evidence. Additionally, either party would have likely appealed. With prior knowledge of the complexity, risks, and likely duration of litigation, Class Counsel took the case and assumed the risk.

58. Finally, had this case not settled, Class Counsel would have continued to vigorously litigate 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 notice to the class of Class Counsel's attorneys' fee request.

59. Nilges Draher has incurred, and reasonably will incur attending to the administration of the settlement, the following amount of hours at the corresponding hourly rates of pay: Attorney Shannon M. Draher 325 hours, $450.00 per hour; Attorney Hans Nilges, 242 hours $450/ hour; Attorney Michaela Calhoun 146.9 hours $200.00 / per hour.

60. Nilges Draher's litigation expenses are expected to be approximately $50,389.41. All of the expenses were incurred, or will reasonably be incurred during the administration of the settlement notices, including the issuance of notices to the Plaintiffs, and in the course of the litigation of this action for the purpose of preserving, proving, and presenting the claims of Class Representative and the Class Members. A statement of expenses is attached hereto, as well as the cost for the Settlement Administrator.

61. Pursuant to the terms of the Settlement Agreement, and in addition to their Individual Payments, the following payment will be made as Service Award Payments: Class Representative Joseph Fullerton will receive $15,000.00 and Existing Opt-In Party Plaintiffs who had their depositions taken in the Action –

Aqueelah Caddell, Ariel Fanene, Jason Fine, Christopher Meeks, John Sazera, and Roger Stratton (the "Discovery Class Representatives") – will each receive $5,000.00.

62. Class Representative's and Discovery Class Representatives' services were extensive and effective. They provided extensive factual information to Class Counsel and faithfully engaged in calls and other communications with Class Counsel. Moreover, Class Representative subjected himself to the responsibilities of serving as a named plaintiff in a lawsuit against his employer. Further, Discovery Class Representatives each took time off from work and traveled to meet with Class Counsel to prepare for their respective depositions and attend nearly a full day of deposition. The participation and active involvement of the Class Representative and the Discovery Class Representatives far exceeded the involvement of other Class Members, and their participation, active involvement, and testimony assisted in the success of Plaintiff's Motion for Conditional Certification and in the settlement of this matter.

Shannon M. Draher

Shannon M. Draher

Dated: March 5, 2019

Cost report for Fullerton, Joseph v. Golden Flake Snack Foods, Inc.

Date	TaskCode	Payee	Description	Cost	Acct/Check No
5/17/2017	Filing Fee		Admission to Northern District of Florida for Michaela Calhoun	$201.00	operating acct
5/17/2017	Filing Fee		Admission to the Northern District of Florida Hans Nilges	$201.00	operating acct
5/17/2017	Filing Fee		Admission to the Northern District of Florida Shannon Draher	$201.00	operating acct
8/3/2017	Service Fees	Lexis	Accurint People Search	$955.01	Operating Acct eft
10/2/2017	Postage		Mailing	$10.00	operating acct
10/31/2017	Postage		Mailing	$2.50	operating acct
11/21/2017	Postage		FedEx Hold for Mailing Settlement Payement	$30.00	litigation Acct
11/24/2017	Airfare	Delta	Flight to Birmingham	$341.60	Litigation Acct dc
11/24/2017	Airfare	Delta	Flight to Pensacola	$529.60	Litigation Acct dc
11/24/2017	Airfare	Delta	Flight to Pensacola	$529.60	Litigation Acct dc
12/1/2017	Medical Recor	MRO	Medical Records Fee	$63.89	Litigation Acct
12/3/2017	Hotel	Crowne Plaza	Hotel	$44.23	Litigation Acct
12/3/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct
12/3/2017	Meals	East River Smokehous	Meals	$37.91	Litigation Acct
12/3/2017	Meals	Ecco	Meals	$104.30	Litigation Acct
12/3/2017	Meals	EuroCafe	Meals	$13.27	Litigation Acct
12/4/2017	Meals	The Fish House	Meals	$114.98	Litigation Acct
12/5/2017	Ground Transp		Attend out-of-town deposition - rental car	$55.77	litigation Acct
12/5/2017	Ground Transp	1st American Title	Taxi	$30.00	Litigation Acct
12/5/2017	Meals	Asian Chao	Meals	$10.76	Litigation Acct
12/5/2017	Hotel	Crowne Plaza	Hotel	$231.18	Litigation Acct
12/5/2017	Airfare	Crowne Plaza	Hotel	$139.38	Litigation Acct
12/5/2017	Airfare	Delta	Bag check fee	$25.00	Litigation Acct
12/5/2017	Airfare	Delta	Bag Check Fee	$19.00	Litigation Acct
12/5/2017	Meals	Inca Tea Cafe	Meals	$7.00	Litigation Acct
12/5/2017	Meals	Maurice UBO	Meals	$26.94	Litigation Acct
12/5/2017	Ground Transp	Sunoco	Ground Transportation	$57.90	Litigation Acct
12/6/2017	Meals		Attend out-of-town depositions	$2.20	
12/6/2017	Meals	Cafe Intermezzo	Meals	$41.40	Litigation Acct
12/6/2017	Parking	Cleveland Hopkins Inte	Parking	$54.00	Litigation Acct
12/6/2017	Hotel	Crowne Plaza	Hotel	$418.14	Litigation Acct
12/6/2017	Airfare	Crowne Plaza	Hotel	$418.14	Litigation Acct
12/6/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct

Date	TaskCode	Payee	Description	Cost	Acct/Check No
12/6/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct
12/6/2017	Meals	McGuire's Irish Pub	Meals	$119.11	Litigation Acct
12/7/2017	Hotel	Doubletree by Hilton	Hotel	$259.86	Litigation Acct
12/8/2017	Parking	Cleveland Hopkins Inte	Parking	$54.00	Litigation Acct
12/8/2017	Airfare	Delta	Bag Check Fee	$25.00	Litigation Acct
12/8/2017	Hotel	Doubletree by Hilton	Hotel	$729.71	Litigation Acct
12/11/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct
12/11/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct
12/11/2017	Meals	Ethan's Tra	Meals	$26.70	Litigation Acct
12/11/2017	Meals	MSE International	Meals	$41.13	Litigation Acct
12/11/2017	Meals	TGI Fridays	Meals	$54.22	Litigation Acct
12/12/2017	Meals	Michael's	Meals	$164.94	Litigation Acct
12/13/2017	Meals	5 Point Public	Meals	$112.24	Litigation Acct
12/13/2017	Airfare	Aloft	Hotel	$26.00	Litigation Acct
12/13/2017	Meals	Soho Social	Meals	$41.10	Litigation Acct
12/14/2017	Parking	Akron Canton Airport	Parking	$33.00	Litigation Acct
12/14/2017	Airfare	Delta	Bag Check Fee	$60.00	Litigation Acct
12/14/2017	Airfare	Delta	Bag check fee	$60.00	Litigation Acct
12/14/2017	Airfare	Delta	Bag check fee	$60.00	Litigation Acct
12/14/2017	Airfare	Delta	Airfare	$431.00	Litigation Acct
12/14/2017	Airfare	Delta	Airfare	$231.00	Litigation Acct
12/14/2017	Meals	Hudson St	Meals	$41.79	Litigation Acct
12/15/2017	Airfare	Aloft	Hotel	$522.52	Litigation Acct
12/15/2017	Airfare	Aloft	Hotel	$537.31	Litigation Acct
12/15/2017	Airfare	Aloft	Hotel	$527.02	Litigation Acct
12/18/2017	Airfare	Delta	Bag Check Fee	$25.00	Litigation Acct
12/18/2017	Airfare	Delta	Bag check fee	$60.00	Litigation Acct
12/18/2017	Hotel	Doubletree by Hilton	Hotel	$184.50	Litigation Acct
12/18/2017	Meals	Favorite TA	Meals	$44.38	Litigation Acct
12/18/2017	Meals	MSE International	Meals	$20.93	Litigation Acct
12/18/2017	Meals	Red Fish Blue Fish	Meals	$86.06	Litigation Acct
12/19/2017	Meals	Cottage Cafe	Meals	$66.12	Litigation Acct
12/20/2017	Ground Transp	Chevron	Gas	$45.58	Litigation Acct
12/20/2017	Meals	Flounders Restaurant	Meals	$111.67	Litigation Acct
12/20/2017	Meals	H2O	Meals	$39.07	Litigation Acct
12/20/2017	Meals	Ruby Tuesday	Meals	$42.00	Litigation Acct
12/20/2017	Meals	Todd English Pub	Meals	$66.35	Litigation Acct
12/21/2017	Court Reporter		Veritext transcript services 12/21/17	$1,618.89	litigation Acct

Date	TaskCode	Payee	Description	Cost	Acct/Check No
12/21/2017	Airfare	Hilton	Hotel	$374.05	Litigation Acct
12/21/2017	Airfare	Hilton	Hotel	$361.10	Litigation Acct
12/21/2017	Meals	Todd English Pub	Meals	$64.44	Litigation Acct
12/21/2017	Court Reporter	Veritext	Veritext Transcript Services 12/21/17	$1,802.89	
12/22/2017	Parking	Akron Canton Airport	Parking	$50.00	Litigation Acct
12/22/2017	Airfare	Delta	Bag check fee	$25.00	Litigation Acct
12/22/2017	Airfare	Delta	Bag check fee	$60.00	Litigation Acct
12/22/2017	Ground Transp	Enterprise Rent-a-Car	Rental care	$293.72	Litigation Acct
12/22/2017	Airfare	Westin	Hotel	$233.83	Litigation Acct
12/23/2017	Hotel	Westin	Hotel Expense	$557.21	Litigation Acct
12/23/2017	Hotel	Westin	Hotel	$490.66	Litigation Acct
12/28/2017	Court Reporter	Veritext	Deposition Transcripts - Order Numbe - mhp1447924141	$8,550.46	litigation Acct
12/28/2017	Court Reporter	Veritext	Depo Transcripts for Randy Bates - Order ID mhp1448628681	$2,121.89	litigation Acct
12/29/2017	Court Reporter		Veritext transript services 12-29-17	$1,096.99	litigation Acct
1/2/2018	Baggage Fees	Michaela Calhoun	Baggage Check Fee	$120.00	Operating Acct 2794
1/2/2018	Ground Transp	Michaela Calhoun	Uber	$79.48	Operating Acct 2794
1/2/2018	Meals	Michaela Calhoun	Meals	$46.01	Operating Acct 2794
1/2/2018	Parking	Michaela Calhoun	Parking	$33.00	Operating Acct 2794
1/2/2018	Parking	Michaela Calhoun	Parking Tip	$5.00	Operating Acct 2794
1/2/2018	Mediation Fees	Michaela Calhoun	Cash for Mediation	$100.00	Operating Acct 2794
1/5/2018	Ground Transp	Hans Nilges	Uber Reimbursement	$76.40	Litigation Acct 1032
1/11/2018	Consultant Fee		Clifton Larson Allen	$2,216.00	litigation Acct
1/11/2018	Copy Fees	Source One Legal Cop	Copy Fees	$1,732.43	Litigation Acct 1027
1/12/2018	Deposition	Veritext	Veritext Deposition/Transcript Costs	$5,602.77	Litigation Acct
2/2/2018	Postage	FedEx	FedEx	$92.59	Litigation Acct
2/2/2018	Postage	FedEx	FedEx	$71.71	Litigation Acct
2/5/2018	Deposition	Veritext	Fullerton v. Golden Flake	$1,566.34	Litigation Acct 1050
2/6/2018	Deposition	Veritext	Fullerton v. Golden Flake	$578.39	Litigation Acct 1051
2/15/2018	Consultant Fee	The Info Group	Consulting fees paid to The Info Group	$50.00	Litigation Acct 1053
6/20/2018	Airfare	American Airlines	American Airlines	$786.35	Huntington CC
7/18/2018	Meals	Beach House	Meals	$21.43	Huntington CC
7/18/2018	Parking	Cleveland Hopkins Inte	Parking at Airport	$20.00	Huntington CC
7/18/2018	Hotel	Holiday Inn	Hotel Stay prior to travel to FL	$221.34	Huntington CC
7/18/2018	Meals	Hudson News	Meals	$46.68	Huntington CC
7/18/2018	Meals	Paradies Shops	Meals	$15.74	Huntington CC
7/18/2018	Meals	Paradies Shops	Meals	$2.29	Huntington CC
7/18/2018	Meals	Paradies Shops	Meals	$19.11	Huntington CC

Date	TaskCode	Payee	Description	Cost	Acct/Check No
7/18/2018	Ground Transp	Uber	Transporation to Court	$13.37	Huntington CC
11/14/2018	Airfare	Delta	Airfare	$580.39	Huntington CC
11/14/2018	Airfare	Delta	Airfare	$580.39	Huntington CC
11/14/2018	Hotel	Expedia	Hotel stay for SMD and HAN	$1,088.14	Huntington CC
11/14/2018	Airfare	Expedia	Airfare for HAN and SMD	$1,244.78	Huntington CC
11/14/2018	Airfare	Expedia	Travel Insurance	$84.00	Huntington CC
12/18/2018	Meals	Bills Bar and Burger	Meals	$28.96	Capital One
12/18/2018	Meals	Empire Rooftop	Meals	$134.97	Capital One
12/18/2018	Service Fees	GoGoAir	Inflight Internet	$9.95	Capital One
12/18/2018	Ground Transp	Taxi Service	Taxi	$56.63	Capital One
12/18/2018	Ground Transp	Taxi Service	Taxi	$30.36	Huntington CC
12/19/2018	Meals	Bills Bar and Burger	Meals	$89.96	Capital One
12/19/2018	Meals	The Pub	Meals	$95.16	Capital One
12/20/2018	Parking	Parking	Parking	$60.00	Huntington CC
12/20/2018	Meals	Prime Tavern	Meals	$30.45	Huntington CC
12/20/2018	Ground Transp	Taxi Service	Taxi	$62.50	Huntington CC
12/21/2018	Hotel	Marriott	Hotel Stay	$34.42	Huntington CC
12/21/2018	Hotel	Marriott	Hotel Stay	$34.42	Huntington CC
12/21/2018	Meals	Prime Tavern	Meals	$20.30	Capital One
12/21/2018	Meals	Prime Tavern	Meals	$19.03	Huntington CC
12/21/2018	Meals	Prime Tavern	Meals	$27.28	Huntington CC
12/23/2018	Mediation Fees	Lynn P. Cohn	Mediation Fees - Lynn Cohn	$4,293.75	Accounts Payable
			TOTAL COST	**$49,989.41**	

Total Cost By Account

	$1,805.09
Accounts Payable	$4,293.75
Capital One	$435.93
Huntington CC	$5,022.47
litigation Acct	$36,478.17
operating acct	$1,954.00

ANALYTICS

Richard W. Simmons

Richard W. Simmons is the President of Analytics Consulting LLC[1]. Mr. Simmons joined Analytics in 1990 and has more than 29 years of experience developing and implementing class action communications and settlement programs in more than 1,000 separate settlements.

Mr. Simmons' first legal notice consulting engagement was the *Schwan's Salmonella Litigation* settlement (*In Re: Salmonella Litigation*, Case No. 94-cv-016304 (D. Minn.)). Since then, he has:

- Developed and implemented notice campaigns ranging in size up to 45 million known class members (and 180 million unknown class members);
- Testified regarding legal notice in building products, civil rights, consumer products, environmental pollution, privacy, and securities litigation settlements;
- Managed claims processes for settlement funds ranging up to $1 billion in value.

As part of Analytics' ongoing class action notice consulting practice, Mr. Simmons:

- testified regarding the adequacy of notice procedures in direct notice cases (including the development of class member databases);
- testified regarding the adequacy of published notice plans;
- has been appointed as a Distribution Fund Administrator by the Securities and Exchange Commission tasked with developing Distribution Plans for court approval;
- has been retained as an expert by the Federal Trade Commission to testify regarding the effectiveness of competing notice plans and procedures; and,
- acted as the primary author for the Duke Law Center's guidelines for best practices regarding the evaluation of class action notice campaigns.

In addition to his class action consulting work, Mr. Simmons has taught a college course in antitrust economics, was a guest lecturer at the University of Minnesota Law School on issues of statistical and economic analysis, was a charter member of the American Academy of Economic and Financial Experts and was a former referee for the Journal of Legal Economics (reviewing and critiquing peer reviewed articles on the application of economic and statistical analysis to legal issues). Mr. Simmons is a published author on the subject of damage analysis in Rule 10b-5 securities litigation.

Mr. Simmons graduated from St. Olaf College with a B.A. in Economics (with a year at University College, Dublin), pursued a PhD. in Agricultural and Applied Economics (with a concentration in industrial organization and consumer/behavioral economics) at the University of Minnesota[2], and has received formal media planning training from New York University.

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[1] In October 2013, Analytics Consulting LLC acquired Analytics Incorporated. I am the former President or Analytics Incorporated. References to Analytics herein include the prior legal entities.

[2] Mr. Simmons suspended work on his dissertation to acquire and manage Analytics.

APPLICATION OF TECHNOLOGY TO CLASS ACTION SETTLEMENTS

Mr. Simmons has been a visionary in the application of the Internet to class action notice campaigns and the management of settlements:

- In 1995, Mr. Simmons was the first in the nation to support class action settlements with an online presence, that included the ability to check online, the status of their claims.
- In 2000, Mr. Simmons invented online claims submission in class action litigation, filing a patent application governing *"Method and system for assembling databases in multiple-party proceedings"* US20010034731 A1.
- In 2002, Mr. Simmons established an online clearinghouse for class action settlements that provided the public with information regarding class action settlements and provided them with the ability to register for notification of new settlements. This clearinghouse received national press attention as a resource for class action settlements.
- From 2003 through 2013, Analytics' incremental changes in Internet support included class member verification of eligibility, locater services that identified retail outlets that sold contaminated products, secure document repositories, and multi-language support.
- In 2014, Mr. Simmons was the first to utilize and testify regarding product-based targeting in an online legal notice campaign
- In 2014, Analytics, under Mr. Simmons' leadership, released the first-class action settlement support site developed under e-commerce best practices.

SPEAKER/EXPERT PANELIST/PRESENTER

Mr. Simmons has presented to panels of judges and lawyers on issues regarding class notice, claims processing, and disbursement:

- Mr. Simmons served as a panelist for the Francis McGovern Conferences on "Distribution of Securities Litigation Settlements: Improving the Process", at which regulators, judges, custodians, academics, practitioners and claims administrators participated.
- In 2011, Mr. Simmons was a panelist at the Federal Judicial Center's workshop/meetings regarding class action notice and settlement administration.
- In 2014, Mr. Simmons was invited to be interviewed by the Consumer Financial Protection Bureau as an expert on notice and claims administration in class action litigation as part of their study on arbitration and consumer class litigation waivers
- In 2016, Mr. Simmons presented results of research regarding the impact of forms of notice on fund participation rates to the Federal Trade Commission.

Mr. Simmons' speaking engagements regarding class notice include:

- *Risks and Regulations: Best Practices that Protect Class Member Confidentiality* presented at the HB Litigation Conference on Class Action Mastery in New York City (2018)

- *Recent Developments in Class Action Notice and Claims Administration* presented at Practising Law Institute in New York City (2017)
- *The Beginning and the End of Class Action Lawsuits* presented at Perrin Class Action Litigation Conference in Chicago (2017);
- C*lass Action Administration: Data and Technology* presented at Harris Martin Target Data Breach Conference in San Diego (2014);
- *Developments in Legal Notice*, accredited CLE Program, presented at Susman Godfrey in Dallas (2014)
- *Developments in Legal Notice*, accredited CLE Program, presented at Shook Hardy & Bacon, LLP in Kansas City (2013),
- *Developments in Legal Notice*, accredited CLE Program, presented at Halunen & Associates in Minneapolis (2013),
- *Class Actions 101: Best Practices and Potential Pitfalls in Providing Class Notice*, CLE Program, presented by Brian Christensen and Richard Simmons, to the Kansas Bar Association (March 2009).

Mr. Simmons' writings regarding class notice include:

- Crafting Digital Class Notices That Actually Provide Notice - Law360.com, New York (March 10, 2016).

JUDICIAL COMMENTS AND LEGAL NOTICE CASES

In evaluating the adequacy and effectiveness of Mr. Simmons' notice campaigns, courts have repeatedly recognized Mr. Simmons' work. The following excerpts provide recent examples of such judicial approval in matters where the primary issue was the provision of class notice.

Honorable Stephen J. Murphy III, *Doe 1 v. Deja vu Servs., Inc.*, No. 2:16-cv-10877, ECF No. 77 (E.D. Mich. June 19, 2017):

> *Also, the Plaintiffs certified that notice had been provided in accordance with the Court's preliminary approval order. The notices stated—in clear and easily understandable terms—the key information class members needed to make an informed decision: the nature of the action, the class claims, the definition of the class, the general outline of the settlement, how to elect for a cash payment, how to opt out of the class, how to object to the settlement, the right of class members to secure counsel, and the binding nature of the settlement on class members who do not to opt out.*
>
> * * *
>
> *In addition, the parties took additional steps to provide notice to class members, including through targeted advertisements on social media. The Court finds that the parties have provided the "best notice that is practicable under the circumstances," and*

> *complied with the requirements of the Federal Rules of Civil Procedure, the Class Action Fairness Act of 2005, and due process.*[3]

Associate Justice Edward P. Leibensberger, *Geanacopoulos v. Philip Morris USA, Inc.*, No. 9884CV06002, Dkt. No. 230 (Mass. Super. Ct. Sept. 30, 2016):

> *The Court finds that the plan of Notice as described in paragraphs 12 through 20 of the Settlement Agreement, including the use of email, mail, publication and internet notice, constituted the best notice practicable under the circumstances and constituted due and sufficient notice to the Class.*

Honorable Edward J. Davila, *In re: Google Referrer Header Privacy Litig.*, No. 5:10-cv-04809, ECF No. 85 (N.D. Cal. Mar. 31, 2015):

> *On the issue of appropriate notice, the court previously recognized the uniqueness of the class asserted in this case, since it could potentially cover most internet users in the United States. On that ground, the court approved the proposed notice plan involving four media channels: (1) internet-based notice using paid banner ads targeted at potential class members (in English and in Spanish on Spanish-language websites); (2) notice via "earned media" or, in other words, through articles in the press; (3) a website decided solely to the settlement (in English and Spanish versions); and (4) a toll-free telephone number where class members can obtain additional information and request a class notice. In addition, the court approved the content and appearance of the class notice and related forms as consistent with Rule 23(c)(2)(B).*
>
> *The court again finds that the notice plan and class notices are consistent with Rule 23, and that the plan has been fully and properly implemented by the parties and the class administrator.*

Honorable Terrence F. McVerry, *Kobylanski. v. Motorola Mobility, Inc.*, No. 2:13-cv-01181, ECF No. 43 (W.D. Pa. Oct. 9, 2014):

> *The Court finds that the distribution of the Notice to Settlement Class Members Re: Pendency of Class Action, as provided for in the Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable under the circumstances to all Persons within the definition of the Class and fully met the requirements of due process under the United States Constitution.*

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[3] Unless otherwise indicated, citations are omitted and emphasis is added.

Honorable Thomas N. O'Neill, Jr., *In re: CertainTeed Fiber Cement Siding Litig.*, No. 2:11-md-02270, ECF No. 119 (E.D. Pa. Mar. 20, 2014):

> *Settlement class members were provided with notice of the settlement in the manner and form set forth in the settlement agreement. Notice was also provided to pertinent state and federal officials. The notice plan was reasonably calculated to give actual notice to settlement class members of their right to receive benefits from the settlement or to be excluded from the settlement or object to the settlement. The notice plan met the requirements of Rule 23 and due process.*

Honorable Robert W. Gettleman, *In re Aftermarket Filters Antitrust Litig.*, No. 1:08-cv-04883, ECF No. 1031 (N.D. Ill. Oct. 25, 2012):

> *Due and adequate notice of the Settlement was provided to the Class. . . . The manner of giving notice provided in this case fully satisfies the requirements of Federal Rule of Civil Procedure 23 and due process, constitutes the best notice practicable under the circumstances, and constituted due and sufficient notice to all persons entitled thereto. A full and fair opportunity was provided to the members of the Class to be heard regarding the Settlements.*

Honorable Marco A. Roldan, *Plubell v. Merck & Co., Inc.*, NO. 04CV235817-01, Final Judgment and Order (Mo. Cir. Ct. Mar. 15, 2013):

> *Under the circumstances, the notice of this Settlement provided to Class Members in accordance with the Notice Order was the best notice practicable of the proceedings and matters set forth therein, including the proposed Settlement, to all Persons entitled to such notice, and said notice fully satisfied the requirements due process and Missouri law.*

Honorable James P. Kleinberg, *Skold v. Intel Corp.*, No. 2005-CV-039231, Order on Motion for Approval (Cal. Super. Ct. Mar. 14, 2013):

> *The Court finds that Plaintiff's proposed Notice plan has a reasonable chance of reaching a substantial percentage of class members.*

Honorable J. Phil Gilbert, *Greenville IL v. Syngenta Crop Prot., Inc.*, No 3:10-cv-00188, ECF No. 325 (S.D. Ill. Oct. 23, 2012):

> *The Notice provided to the Class fully complied with Rule 23, was the best notice practicable, satisfied all constitutional due process requirements, and provides the Court with jurisdiction over the Class Members.*

ANALYTICS

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

1/28/2019

Practice Area	Engagement	Citation
Antitrust	*All Star Carts and Vehicles, Inc., et al. v. BFI Canada Income Fund, et al.*	08-CV-1816 (E.D.N.Y.)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	In Re: Aluminum Phosphide Antitrust Litigation	Case No. 93-cv-2452 (D. Kan.)
	In Re: Beef Antitrust Litigation	MDL No. 248 (N.D. Tex.)
	In Re: Bromine Antitrust Litigation	MDL No. 1310 (S.D. Ind.)
	In Re: Corrugated Container Antitrust Litigation	MDL. No 310 (S.D. Tex.)
	In Re: Industrial Silicon Antitrust Litigation	Case No. 95-cv-2104 (W.D. Pa.)
	In Re: Multidistrict Civil Antitrust Actions Involving Antibiotic Drugs	MDL No. 10 (S.D.N.Y.)
	In Re: Workers Compensation Insurance Antitrust Litigation	Case No. 4:85-cv-1166 (D. Minn.)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Rob'n I, Inc., et al. v. Uniform Code Counsel, Inc.	Case No. 03-cv-203796-1 (Spokane County, Wash.)
	Sarah F. Hall d/b/a Travel Specialist, et al. v. United Airlines, Inc., et al.,	Case No. 7:00-cv-123-BR(1) (E.D. S.C.)
Asset Forfeiture	*U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")*	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. $1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D.R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. George David Gordon	Case No. 4:09-cr-00013-JHP-1 (N.D. Okla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. FL)
	United States of America v. Zev Saltsman	Case No. 04-cv-641 (E.D.N.Y.)
Business	*American Golf Schools, LLC, et al. v. EFS National Bank, et al.*	Case No. 00-cv-005208 (D. Tenn.)
	AVR, Inc. and Amidon Graphics v. Churchill Truck Lines	Case No. 4:96-cv-401 (D. Minn.)
	Buchanan v. Discovery Health Records Solutions	Case No. 13-015968-CA 25 (Miami Dade County)
	Do Right's Plant Growers, et al. v. RSM EquiCo, Inc., et al.	Case No. 06-CC-00137 (Orange County, Cal.)
	F.T.C. v. Ameritel Payphone Distributors	Case No. 00-cv-514 (S.D. Fla.)
	F.T.C. v. Cephalon	Case No. 08-cv-2141 (E.D. Pa.)
	F.T.C. v. Datacom Marketing, Inc.	Case No. 06-cv-2574 (N.D. Ill.)
	F.T.C. v. Davison & Associates, Inc.	Case No. 97-cv-01278 (W.D. Pa.)
	F.T.C. v. Fidelity ATM, Inc.	Case No. 06-cv-81101 (S.D. Fla.)
	F.T.C. v. Financial Resources Unlimited, Inc.	Case No. 03-cv-8864 (N.D. Ill.)
	F.T.C. v. First American Payment Processing Inc.	Case No. 04-cv-0074 (D. Ariz.)
	F.T.C. v. Group C Marketing, Inc.	Case No. 06-cv-6019 (C.D. Cal.)
	F.T.C. v. Jordan Ashley, Inc.	Case No. 09-cv-23507 (S.D. Fla.)

Practice Area	Engagement	Citation
	F.T.C. v. Medical Billers Network, Inc.	Case No. 05-cv-2014 (S.D.N.Y.)
	F.T.C. v. Minuteman Press Int'l	Case No. 93-cv-2496 (E.D.N.Y.)
	F.T.C. v. Netfran Development Corp	Case No. 05-cv-22223 (S.D. Fla.)
	F.T.C. v. USA Beverages, Inc.	Case No. 05-cv-61682 (S.D. Fla.)
	Garcia, et al. v. Allergan, Inc.	11-CV-9811 (C.D. Cal.)
	In Re Google AdWords Litigation	No. 5:08-cv-03369-EJD (N.D. Cal.)
	In re Syngenta Ag Mir 162 Corn Litigation	Case No 2:14-md-2591-JWL-JPO (D. Kan.)
	Law Offices of Henry E. Gare, P.A., et al. v. Healthport Technologies, LLC	No. 16-2011-CA-010202 (Duval County, FL)
	Melby et al. v. America's MHT, Inc., et al.	Case No. 3:17-CV-155-M (N.D. Texas)
	Number Queen, Ltd. et al. v. Redgear Technologies, Inc. et al.	Case No. 14-0064 (W.D. Mo.)
	Physicians of Winter Haven LLC v. STERIS Corp.	Case No. 1:10-cv-00264 (N.D. Ohio)
	Sue Ramirez et al. v. Smart Professional Photocopy Corporation	No. 01-L-385 (Peoria County, IL)
	Todd Tompkins, Doug Daug and Timothy Nelson v. BASF Corporation, et al.	Case No. 96-cv-59 (D.N.D.)
	Waxler Transportation Company, Inc. v. Trinity Marine Products, Inc., et al.	Case No. 08-cv-01363 (E.D. La.)
Civil Rights	*Bentley v. Sheriff of Essex County*	Case No. 11-01907 (Essex County, MA)
	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	Garcia, et al v. Metro Gang Strike Force, et al.	Case No. 09-cv-01996 (D. Minn.)
	Gregory Garvey, Sr., et al. v. Frederick B. MacDonald & Forbes Byron	3:07-cv-30049 (S.D. Mass.)
	McCain, et al. v. Bloomberg, et al.	Case No. 41023/83 (New York)
	Nancy Zamarron, et al. v. City of Siloam Springs, et al.	Case No. 08-cv-5166 (W.D. Ark.)
	Nathan Tyler, et al. v. Suffolk County, et al.	Case No. 1:06-cv-11354 (S.D. Mass.)
	Nilsen v. York County	Case No. 02-cv-212 (D. Me.)
	Richard S. Souza et al. v. Sheriff Thomas M. Hodgson	2002-0870 BRCV (Superior Ct., Mass.)
	Travis Brecher, et al. v. St. Croix County, Wisconsin, et al.	Case No. 02-cv-0450-C (W.D. Wisc.)
Consumer	*Adam Berkson, et al. v. Gogo LLC and Gogo Inc.,*	Case No. 1:14-cv-01199-JBW-LB (S.D.N.Y.)
	Andrew J. Hudak, et al. v. United Companies Lending Corporation	Case No. 334659 (Cuyahoga County, Ohio)
	Angela Doss, et al. v. Glenn Daniels Corporation	Case No. 02-cv-0787 (E.D. Ill.)
	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)
	Anthony Talalai, et al. v. Cooper Tire & Rubber Company	Case No. L-008830-00-MT (Middlesex County, NJ)
	Arnett v. Bank of America, N.A.	No. 3:11-CV-01372-SI (D. OR)
	Ballard, et al. v. A A Check Cashiers, Inc., et al.	Case No. 01-cv-351 (Washingotn County, Ark.)
	Belinda Peterson, et al. v. H & R Block Tax Services, Inc.	Case No. 95-CH-2389 (Cook County, Ill.)
	Boland v. Consolidated Multiple Listing Service, Inc.	Case No. 3:19-cv-01335-SB (D.S.C.)
	Caprarola, et al. v. Helxberg Diamond Shops, Inc.	Case No. 13-06493 (N.D. Ill.)
	Carideo et al. v. Dell, Inc.	Case No. 06-cv-1772 (W.D. Wash.)
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. Ill.)
	Clair Loewy v. Live Nation Worldwide Inc.	Case No. 11-cv-04872 (N.D. Ill.)
	Clements, et al. v. JPMorgan Chase Bank, N.A., et al.	No. 3:12-cv-02179-JCS (N.D. Cal.)

Practice Area	Engagement	Citation
	Conradie v. Caliber Home Loans	Case No. 4:14-cv-00430 (S.D. Iowa)
	Consumer Financial Protection Bureau v. Corinthian Colleges, Inc.	Case No. 1:14-cv-07194 (N.D. Ill.)
	Consumer Financial Protection Bureau v. Park View Law	Case No. 2:17-cv-04721 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Credit, L.L.C., et al.	Case No. 2:17-cv-04720 (N.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	Case No. 2:16-cv-07111 (C.D. Cal.)
	Consumer Financial Protection Bureau v. Prime Marketing Holdings	1:15-cv-23070-MGC (S.D. Fl)
	Consumer Financial Protection Bureau v. Security National Automotive Acceptance	Civil Action No. 1 :15-cv-401 (S.D. Ohio)
	Covey, et al. v. American Safety Council, Inc.	2010-CA-009781-0 (Orange County, FL)
	Cummins, et al. v. H&R Block, et al.	Case No. 03-C-134 (Kanawha County, W.V.)
	David and Laurie Seeger, et al. v. Global Fitness Holdings, LLC	No. 09-CI-3094, (Boone Circuit Court, Boone County, Ky.)
	Don C. Lundell, et al. v. Dell, Inc.	Case No. 05-cv-03970 (N.D. Cal.)
	Duffy v. Security Pacific Autmotive Financial Services Corp., et al.	Case No. 3:93-cv-00729 (S.D. Cal.)
	Edward Hawley, et al. v. American Pioneer Title Insurance Company	No. CA CE 03-016234 (Broward County, Fla.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. Cal.)
	F.T.C. and The People of the State of New York v. UrbanQ	Case No. 03-cv-33147 (E.D.N.Y.)
	F.T.C. v. 1st Beneficial Credit Services LLC	Case No. 02-cv-1591 (N.D. Ohio)
	F.T.C. v. 9094-5114 Quebec, Inc.	Case No. 03-cv-7486 (N.D. Ill.)
	F.T.C. v. Ace Group, Inc.	Case No. 08-cv-61686 (S.D. Fla.)
	F.T.C. v. Affordable Media LLC	Case No. 98-cv-669 (D. Nev.)
	F.T.C. v. AmeraPress, Inc.	Case No. 98-cv-0143 (N.D. Tex.)
	F.T.C. v. American Bartending Institute, Inc., et al.	Case No. 05-cv-5261 (C.D. Cal.)
	F.T.C. v. American International Travel Services Inc.	Case No. 99-cv-6943 (S.D. Fla.)
	F.T.C. v. Asset & Capital Management Group	Case No. 8:13-cv-1107 (C.D. Cal.)
	F.T.C. v. Bigsmart.com, L.L.C., et al.	Case No. 01-cv-466 (D. Ariz.)
	F.T.C. v. Broadway Global Master Inc	Case No. 2-cv-00855 (E.D. Cal.)
	F.T.C. v. Call Center Express Corp.	Case No. 04-cv-22289 (S.D. Fla.)
	F.T.C. v. Capital Acquistions and Management Corp.	Case No. 04-cv-50147 (N.D. Ill.)
	F.T.C. v. Capital City Mortgage Corp.	Case No. 98-cv-00237 (D.D.C.)
	F.T.C. v. Centro Natural Corp	Case No. 14:23879 (S.D. Fla.)
	F.T.C. v. Certified Merchant Services, Ltd., et al.	Case No. 4:02-cv-44 (E.D. Tex.)
	F.T.C. v. Check Inforcement	Case No. 03-cv-2115 (D.N.J.)
	F.T.C. v. Chierico et al.	Case No. 96-cv-1754 (S.D. Fla.)
	F.T.C. v. Clickformail.com, Inc.	Case No. 03-cv-3033 (N.D. Ill.)
	F.T.C. v. Consumer Credit Services	Case No. 96-cv-1990 (S.D. N.Y.)
	F.T.C. v. Consumer Direct Enterprises, LLC.	Case No. 07-cv-479 (D. Nev.)
	F.T.C. v. Debt Management Foundation Services, Inc.	Case No. 04-cv-1674 (M.D. Fla.)
	F.T.C. v. Delaware Solutions	Case No. 1:15-cv-00875-RJA (W.D.N.Y)
	F.T.C. v. DeVry Education Group Inc.	Case No. 2:16-cv-579 (C.D. Cal.)

Analytics Consulting LLC
Partial List of Legal Notice and Class Action Consulting Experience

1/28/2019

Practice Area	Engagement	Citation
	F.T.C. v. Digital Enterprises, Inc.	Case No. 06-cv-4923 (C.D. Cal.)
	F.T.C. v. Dillon Sherif	Case No. 02-cv-00294 (W.D. Wash.)
	F.T.C. v. Discovery Rental, Inc., et al.	Case No: 6:00-cv-1057 (M.D. of Fla.)
	F.T.C. v. EdebitPay, LLC.	Case No. 07-cv-4880 (C.D. Cal.)
	F.T.C. v. Electronic Financial Group, Inc.	Case No. 03-cv-211 (W.D. Tex.)
	F.T.C. v. Eureka Solutions	Case No. 97-cv-1280 (W.D. Pa.)
	F.T.C. v. Federal Data Services, Inc., et al.	Case No. 00-cv-6462 (S.D. Fla.)
	F.T.C. v. Financial Advisors & Associates, Inc.	Case No. 08-cv-00907 (M.D. Fla.)
	F.T.C. v. First Alliance Mortgage Co.	Case No. 00-cv-964 (C.D. Cal.)
	F.T.C. v. First Capital Consumer Membership Services Inc., et al.	Case No. 1:00-cv-00905 (W.D.N.Y.)
	F.T.C. v. First Capital Consumers Group, et al.	Case No. 02-cv-7456 (N.D. Ill.)
	F.T.C. v. Franklin Credit Services, Inc.	Case No. 98-cv-7375 (S.D. Fla.)
	F.T.C. v. Global Web Solutions, Inc., d/b/a USA Immigration Services, et al.	Case No. 03-cv-023031 (D. D.C.)
	F.T.C. v. Granite Mortgage, LLC	Case No. 99-cv-289 (E.D. Ky.)
	F.T.C. v. Herbalife International of America	Case No. 2:16-cv-05217 (C.D. Cal.)
	F.T.C. v. ICR Services, Inc.	Case No. 03-cv-5532 (N.D. Ill.)
	F.T.C. v. iMall, Inc. et al.	Case No. 99-cv-03650 (C.D. Cal.)
	F.T.C. v. Inbound Call Experts, LLC	Case No. 9:14-cv-81395-KAM (S.D. Fla.)
	F.T.C. v. Information Management Forum, Inc.	Case No. 2-cv-00986 (M.D. Fla.)
	F.T.C. v. Ira Smolev, et al.	Case No. 01-cv-8922 (S.D. Fla.)
	F.T.C. v. Jeffrey L. Landers	Case No. 00-cv-1582 (N.D. Ga.)
	F.T.C. v. Jewelway International, Inc.	Case No. 97-cv-383 (D. Ariz.)
	F.T.C. v. Kevin Trudeau	Case No. 98-cv-0168 (N.D. Ill.)
	F.T.C. v. Komaco International, Inc., et al.	Case No. 02-cv-04566 (C.D. Cal.)
	F.T.C. v. LAP Financial Services, Inc.	Case No. 3:99-cv-496 (W.D. Ky.)
	F.T.C. v. Lumos Labs, Inc.	Case No. 3:16-cv-00001 (N.D. Cal.)
	F.T.C. v. Marketing & Vending, Inc. Concepts, L.L.C., et al.	Case No. 00-cv-1131 (S.D.N.Y.)
	F.T.C. v. Mercantile Mortgage	Case No. 02-cv-5078 (N.D. Ill.)
	F.T.C. v. Merchant Services Direct, LLC	Case No. 2:13-cv-00279 (E. D. Wa.)
	F.T.C. v. Meridian Capital Management	Case No. 96-cv-63 (D. Nev.)
	F.T.C. v. NAGG Secured Investments	Case No. 00-cv-02080 (W.D. Wash.)
	F.T.C. v. National Consumer Counsil, Inc., et al.	Case No. 04-cv-0474 (C.D. Cal.)
	F.T.C. v. National Credit Management Group	Case No. 98-cv-936 (D.N.J.)
	F.T.C. v. National Supply & Data Distribution Services	Case No. 99-cv-128-28 (C.D. Cal.)
	F.T.C. v. Nationwide Information Services, Inc.	Case No. 00-cv-06505 (C.D. Cal.)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	F.T.C. v. NetSpend	Case No. 1:16-cv-04203-AT (N.D. Ga.)
	F.T.C. v. NutriMost LLC	Case No. 2:17-cv-00509-NBF (W.D. Pa.)

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	F.T.C. v. One Technologies, LP	Case No. 3:14-cv-05066 (N.D. Cal.)
	F.T.C. v. Oro Marketing	Case No. 2:13-CV-08843 (C.D. Cal.)
	F.T.C. v. Pace Corporation	Case No. 94-cv-3625 (N.D. Ill.)
	F.T.C. v. Paradise Palms Vacation Club	Case No. 81-1160D (W.D. Wash.)
	F.T.C. v. Patrick Cella, et al.	Case No. 03-cv-3202 (C.D. Cal.)
	F.T.C. v. Platinum Universal, LLC	Case No. 03-cv-61987 (S. D. Fla.)
	F.T.C. v. Raymond Urso	Case No. 97-cv-2680 (S.D. Fla.)
	F.T.C. v. Rincon Management Services, LLC	Case No. 5:11-cv-01623-VAP-SP (C.D. Cal.)
	F.T.C. v. Robert S. Dolgin	Case No. 97-cv-0833 (N.D. Cal.)
	F.T.C. v. Southern Maintenance Supplies	Case No. 99-cv-0975 (N.D. Ill.)
	F.T.C. v. Star Publishing Group, Inc.	Case No. 00-cv-023D (D. Wy.)
	F.T.C. v. Stratford Career Institute	Case No. 1:16-cv-00371 (N.D. Ohio)
	F.T.C. v. Stuffingforcash.com Corp.	Case No. 02-cv-5022 (N.D. Ill.)
	F.T.C. v. Target Vending Systems, L.L.C., et al.	Case No. 00-cv-0955 (S.D.N.Y.)
	F.T.C. v. The College Advantage, Inc.	Case No. 03-cv-179 (E.D. Tex.)
	F.T.C. v. The Crescent Publishing Group, Inc., et al.	Case No. 00-cv-6315 (S.D.N.Y.)
	F.T.C. v. The Tax Club	Case No. 13-cv-210 (JMF) (S.D.N.Y.)
	F.T.C. v. The Tungsten Group, Inc.	Case No. 01-cv-773 (E.D. Va.)
	F.T.C. v. Think Achievement Corp.	Case No. 2:98-cv-12 (N.D. Ind.)
	F.T.C. v. Think All Publishing	Case No. 07-cv-11 (E.D. Tex.)
	F.T.C. v. Tracfone	Case No. 3:15-cv-00392 (N.D. Cal.)
	F.T.C. v. Trustsoft, Inc.	Case No. 05-cv-1905 (S.D. Tex.)
	F.T.C. v. Unicyber Gilboard, Inc.	Case No. 04-cv-1569 (C.D. Cal.)
	F.T.C. v. US Grant Resources, LLC.	Case No. 04-cv-0596 (E.D. La.)
	F.T.C. v. Verity International, Ltd., et al.	Case No. 00-cv-7422-LAK (S.D.N.Y.)
	F.T.C. v. Wellquest International, Inc.	Case No. 2:03-cv-05002 (C.D. Cal.)
	F.T.C. v. Wolf Group	Case No. 94-cv-8119 (S.D. Fla.)
	Fernando N. Lopez and Mallory Lopez, et al. v. City Of Weston	Case No. 99-8958 CACE 07 (FL 17th Jud Dist)
	Fiori, et al. v. Dell Inc., et al.	Case No. 09-cv-01518 (N.D. Cal.)
	FMS, Inc. v. Dell, Inc. et al.,	Case No. 03-2-23781-7SEA (King County, Wash.)
	Galatis, et al. v. Psak, Graziano Piasecki & Whitelaw, et. al.	No. L-005900-04 (Middlesex County, NJ)
	Garcia v. Allergan	11-cv-9811 (C.D. Cal.)
	Grabowski v. Skechers U.S.A., Inc.	No. 3:12-cv-00204 (W.D. Ky.)
	Greg Benney, et al. v. Sprint International Communications Corp. et al.	Case No. 02-cv-1422 (Wyandotte County, KS)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	Haas and Shahbazi vs. Navient Solutions and Navient Credit Finance Corporation	Case No. 15-35586 (DRJ) (S.D. Texas)
	Harris, et al. v. Roto-Rooter Services Company	Case No. 00-L-525 (Madison County, IL)
	Harrison, et al. v. Pacific Bay Properties	No. BC285320 (Los Angeles County, CA)

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	Henderson, et al . V. Volvo Cars of North America, LLC, et al.	09-04146 (D.N.J.)
	In re H&R Block IRS Form 8863 Litigation	Case No. 4:13-MD-02474-FJG. (W.D. MO)
	In Re: Bancomer Transfer Services Mexico Money Transfer Litigation	BC238061, BC239611(Los Angeles County, CA)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: H&R Block Express IRA Marketing Litigation	Case No. 06-md-01786 (W.D. Mo.)
	In Re: High Carbon Concrete Litigation	Case No. 97-cv-20657 (D. Minn.)
	In Re: High Sulfur Content Gasoline Products Liability Litigation	MDL No. 1632 (E.D. La.)
	In Re: Ria Telecommunications and Afex Mexico Money Transfer Litigation	Case No. 99-cv-0759 (San Louis Obispo, Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	Janet Figueroa, et al. v. Fidelity National Title Insurance Company	Case No. 04-cv-0898 (Miami Dade County, Fla.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Jerome Walls, et al. v. JP Morgan Chase Bank, N.A., et al.	Case No. 11-00673 (W.D. KY)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. Ill.)
	John Babb, et al. v. Wilsonart International, Inc.	Case No. CT-001818-04 (Memphis, Tenn.)
	John Colin Suttles, et al. v. Specialty Graphics, Inc.,	Case No. 14-505 (W.D. TX)
	Kenneth Toner, et al. v. Cadet Manufacturing Company	Case No. 98-2-10876-2SEA (King County, Wash.)
	Kiefer, et al. v. Ceridian Corporation, et al.	Case No. 3:95-cv-818 (D. Minn.)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	Long et al v. Americredit Financial Services, Inc.	0:2011-02752 (Hennepin County, MN)
	Louis Thula, et al. v. Lawyers Title Insurance Corporation	Case No. 0405324-11 (Broward County, Fla.)
	Lynn Henderson, et al. v. Volvo Cars of North America, LLC, et al.	No. 2:09-cv-04146-CCC-JAD (D.N.J.)
	Lynnette Lijewski, et al. v. Regional Transit Board, et al.	Case No. 4:93-cv-1108 (D. Minn.)
	Mark Laughman, et al. v. Wells Fargo Leasing Corp. et al.	Case No. 96-cv-0925 (N.D. Ill.)
	Mark Parisot et al v. US Title Guaranty Company	Case No. 0822-cc-09381 (St. Louis Circuit Court, Mo.)
	Mark R. Lund v. Universal Title Company	Case No. 05-cv-00411 (D. Minn.)
	Melissa Castille Dodge, et al. v. Phillips College of New Orleans, Inc., et al.	Case No. 95-cv-2302 (E.D. La.)
	Michael Drogin, et al. v. General Electric Capital Auto Financial Services, Inc.	Case No. 95-cv-112141 (S.D.N.Y.)
	Michael Sutton v. DCH Auto Group, et al.	(Essex County, NJ)
	Michael T. Pierce et al. v. General Electric Capital Auto Lease	CV 93-0529101 S
	Mitchem, et al v. Illinois Collection Service, Inc.	Case No. 09-cv-7274 (N.D. Ill.)
	Northcoast Financial Services v. Marcia Webster	2004 CVF 18651 (Cuyahoga County, OH)
	Oubre v. Louisiana Citizens Fair Plan	No. 625-567 (Jefferson Parish, LA)
	Patricia Faircloth, et a. v. Certified Finance, Inc., et al.	Case No. 99-cv-3097 (E.D. La.)
	Pistilli v. Life Time Fitness, Inc.	Case No. 07-cv-2300 (D. Minn.)
	Rawlis Leslie, et al. v. The St. Joe Paper Company	Case No. 03-368CA (Gulf County, Fla.)
	Regayla Loveless, et al. v. National Cash, Inc, et al.	Case No. 2001-cv-892-2 (Benton County, Ark.)
	Ricci, et al., v. Ameriquest Mortgage Co.	Case No. 27-cv-05-2546 (D. Minn.)
	Ronnie Haese, et al. v. H&R Block, et al.	Case No. 96-cv-423 (Kleberg County, Tex.)

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	Sandra Arnt, et al. v. Bank of America, N.A.	No. 27-cv-12-12279 (Hennepin County, MN)
	Sara Khaliki, et al. v. Helzberg Diamond Shops, Inc.	4:11-cv-00010 (W.D. Mo.)
	Shepherd, et al. v. Volvo Finance North America, Inc., et al.	Case No. 1:93-cv-971 (D. Ga.)
	Skusenas v. Linebarger, Goggan, Blair & Sampson, LLC.	Case No. 1:10-cv-8119 (N.D. Ill.)
	Smith v. NRT Settlement Services of Missouri, LLC	Case No. 06-cv-004039 (St. Louis County, MO)
	Terrell Ervin v. Nokia Inc. et al.	Case No. 01-L-150 (St. Clair County, Ill.)
	Theresa Boschee v. Burnet Title, Inc.	Case No. 03-cv-016986 (D. Minn.)
	Thomas Geanacopoulos v. Philip Morris USA, Inc.	Civil Action No. 98-6002-BLS1 (MA Superior Court)
	Thomas Losgar, et al. v. Freehold Chevrolet, Inc., et al.	Case No. L-3145-02 (Monmouth County, NJ)
	Tiffany Ellis, et al. v. General Motors LLC	Case No. 2:16-cv-11747 (E.D. Mich.)
	Tom Lundberg, et al. v. Sprint Corporation, et al.	Case No. 02-cv-4551 (Wyandotte County, Kan.)
	Truc-way, Inc., et al. v. General Electric Credit Auto Leasing	Case No. 92-CH-08962 (Cook County, Ill.)
	Trudy Latman, et al. vs. Costa Cruise Lines, N.V., et al	Case No. 96-cv-8076 (Dade County, Fla.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	U.S. v. David Merrick	6:10-cr-109-Orl-35DAB
	U.S. v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla)
	United States of America v. Alfredo Susi, et al.	3:07-cr-119 (W.D.N.Y.)
	United States of America v. David Merrick	6:10-cr-109-Orl-35DAB
	United States of America v. Elite Designs, Inc.	Case No. 05-cv-058 (D. R.I.)
	United States of America v. Evolution Marketing Group	Case No. 6:09-cv-1852 (S.D. Fla.)
	United States of America v. Regenesis Marketing Corporation	No. C09-1770RSM (W.D. Wash.)
	United States of America v. Sixty-Four 68.5 lbs (Approx.) Silver Bars, et al.	(E.D. Fla.)
	Vicente Arriaga, et al. v. Columbia Mortgage & Funding Corp, et al.	Case No. 01-cv-2509 (N.D. Ill.)
	William R. Richardson, et al., v. Credit Depot Corporation of Ohio, et al.	Case No. 315343 (Cuyahoga County, Ohio)
	Zyburo v. NCSPlus Inc.	Case No. 12-cv-06677 (S.D.N.Y.)
CryptoCurrency	*U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Goldfinger")*	No. CV 09-1731 (C.D. Cal.)
	U.S. v. $1,802,651.56 in Funds Seized from e-Bullion, et al. ("Kum Ventures")	No. CV 09-1731 (C.D. Cal.)
	United States of America v. $1,802,651.56 in Funds Seized from E-Bullion, et al.	Case No. 09-cv-01731 (C.D. Cal.)
Employment	*Adam P. Kelly, et al v. Bank of America, N.A., et al.*	No. 10-CV-5332 (E.D. Ill.)
	Alequin, et al. v. Darden Restaurants, Inc. et al.	Case No.: 12-61742-CIV (S.D. Fla.)
	Alice Williams, et a. v. H&R Block Enterprises	RG 08366506, (County of Alameda, CA)
	Alma Anguiano v. First United Bank and Trust Co.	Case No. CIV-12-1096 (D. Okla.)
	Andrew R. Rondomanski, et al. v. Midwest Division, Inc.	No. 11-cv-00887 (W.D. Mo.)
	Balandran, et al. v. Labor Ready, et al.	BC 278551 (Losa Angeles County, Cal.)
	Ballard, et al., v. Fogo de Chao, LLC	Case No. 09-cv-7621 (D. Minn.)
	Beasley, et al. v. GC Services LP	Case No. 09-cv-01748 (E.D. Mo.)
	Berry v. Farmers Bank & Trust, N.A.	Case No. 13-02020

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	Berte v. WIS Holdings Corporation	07-cv-1932 (S.D. Cal.)
	Bishop et al. v. AT&T Corp.	Case No. 08-cv-00468 (W.D. Pa.)
	Bobbie Jarrett v. GGNSC Holdings, LLC	Case No.: 12-CV-4105-BP (W.D. Mo.)
	Chandler Glover and Dean Albrecht, et al., v. John E. Potter	EEOC No. 320-A2-8011X; Agency No. CC-801-0015-99
	Christopher Evins v. Glow Networks, Inc.	Case No. 14-cv-00544 (W.D. Mo.)
	Claudine Wilfong, et al. v. Rent-A-Center, Inc.	Case No. 00-cv-680 (S.D. Ill.)
	Copher v. Motor City Auto Transport, Inc.	15-2500-CK (Macomb County, MI)
	Creed, et al. v. Benco Dental Supply Co.	3:12-CV-1571 (E.D. Pa.)
	Day, et al. v. KASA Delivery LLC.	Case No. 01-17-0000-2142 (AAA)
	Doe, et al. v. Cin-Lan, Inc, et al.	Case No. 4:08-cv-12719 (E.D. Mich.)
	Doe, et al. v. Déjà Vu Services, Inc., et al.,	No. 2:16-cv-10877 (E.D. Mich.)
	DuBeau et al v. Sterling Savings Bank et al.	No. 12-cv-1602 (D. Or.)
	Equal Employment Opportunity Commission (EEOC) v. Star Tribune Company	Case No. 08-cv-5297(D. Minn.)
	Equal Employment Opportunity Commission v Faribault Foods, Inc.	Case No. 07-cv-3976 (D. Minn.)
	Feiertag v. DDP Holdings, LLC d/b/a Apollo Retail Specialists, LLC,	Case No. 2:14-cv-2643 (S.D. Ohio)
	Ferreras, et. al v. American Airlines, Inc.	16-cv-2427 (D.N.J.)
	Fisher, et al. v. Michigan Bell Telephone Company	Case No. 09-cv-10802 (E.D. Mich.)
	Frank De La Paz v. Accurate Courier NCA LLC	Case No. 16CV00555 (County of Santa Cruz, CA)
	Frank, Peasley, Waters, and Wilhelm, v Gold'n Plump Poultry, Inc.	Case No. 04-cv-1018 (D. Minn.)
	French v. Midwest Health Management, Inc.	Case No.: 2:14-cv-2625
	Geelan, et al. v. The Mark Travel Coporation	Case No. 03-cv-6322 (D. Minn.)
	Gipson, et al. v. Southwestern Bell Telephone Company	Case No. 08-cv-2017 (D. Kan.)
	Greene, et al. v. Shift Operations LLC, et al.	Case No. CGC 16-552307 (County of San Francisco, CA)
	Gregory Hernandez v. The Children's Place	No. CGC 04-4300989 (San Francisco, CA)
	Helen Bernstein, et al. v. M.G. Waldbaum	Case No. 08-cv-0363 (D. Minn.)
	Holt v. Living Social	1:2012cv00745 (D.D.C.)
	Jimmy West v. PSS World Medical, Inc.	Case No. 4:13-cv-00574 (E.D. Mo.)
	John Alba, et al. v. Papa John's USA, Inc.	Case No. 05-cv-7487 (W.D. Cal.)
	Johnson, et al v. General Mills, Inc.	Case No. 10-cv-1104 (W.D. Mo.)
	Kelly Marie Camp, et al. v. The Progressive Corporation, et al.	Case No. 01-cv-2680 (E.D. La.)
	Kelly, et al v. Bank of America, N.A. et al.	No. 10-5332 (N.D. Ill.)
	Kulauzovic et al. v. Citibank, N.A.	Index No. 507538/2018 (County of Kings, NY)
	Kusinski v. MacNeil Automotive Products Limited	Case No. 17-cv-3618 (N.D. Ill.)
	Lang, et al v DirecTV, Inc., et al.	No. 10-1085 (E.D. La.)
	Lee and Campion v. The City of Philadelphia	NO. 001125 (Court of Common Pleas, Philadelphia County)
	Lynn Lietz, et al. v. Illinois Bell Telephone Company, et al.	No. 1:11-cv-0108 (N.D. Ill.)
	Mary Hutkai, et al. v. Penn National Gaming, Inc., et al.	Case No. 4:16-cv-00906 (W.D. Mo.)
	Michelle Jackson, et al. v. Jamba Juice Company	Case No. 8:02-cv-00381 (C.D. Cal.)

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	OFCCP v. B&H Foto & Electronics Corp.	Case No. 2016-OFC-0004 (Department of Labor)
	Pamela Adams, et al., v. MedPlans Partners, Inc	Case No. 3:07-cv-259 (W.D. Ky.)
	Parnell, et al. v. Academy Mortgage Corporation	Case No. 01-17-0004-5311 (AAA)
	Phillip Busler, et al. v. Enersys Energy Products Inc., et al.	Case No. 09-cv-0159 (W.D. Mo.)
	Robert Eddings v. General Aluminum Manufacturing Company	Case No. 1:17-CV-00362 (N.D. Ohio)
	Rocher, et al. v. Sav-on Drugs, et al.	Case No. BC 227551 (Los Angeles County, Cal.)
	Russell, et al. v. Illinois Bell Telephone Company	Case No. 08-cv-1871 (N.D. Ill.)
	Salamon v. Bayview Loan Servicing, LLC	No. 01-17-0002-1424 (AAA)
	Sequoia Moss-Clark, et al. v. New Way Services, Inc., et al.	Case No. C12-1391 (Contra Costa County, CA)
	Shannon Wheeler v. Cobalt Mortgage, Inc. et al.	Case No. 2:14-cv-B1847-JCC (W.D. WA)
	Smallwood, et al. v. Illinois Bell Telephone Company,	Case No. 09-cv-4072 (N.D. Ill.)
	Smith v. Family Video	No. 11-cv-01773 (N.D. Ill.)
	Smith v. Pizza Hut, Inc.	No. 09--cv-01632-CMA-BNB (D. Colo.)
	Speraneo v. BJC Health Systems, Inc. d/b/a BJC HealthCare	Case No. 1322-CC09701 (St. Louis County, MO)
	Stephanie Sanz, et al. v. Johny Utah 51, LLC	Case No. 14-cv-4380 (S.D.N.Y.)
	Teeter v. NCR Corporation	Case No. 08-cv-00297 (C.D. Cal.)
	Thomas Cramer et al. v. Bank of America, N.A. et al.	Case No. 12-08681 (N.D. Ill.)
	Thomas Dege, et al., v. Hutchinson Technology, Inc.	Case No. 06-cv-3754 (D. Minn.)
	Thomas v. Kellogg Company et al.	Case No. 3:13 Civ. 05136 (W.D. Wash.)
	Thompson v. Qwest Corporation, et al.	Civil Action No.: 1:17-cv-1745 (D. Colo.)
	Twohill, et al. v. First Acceptance Corporation	Case No. 3:17−cv−00284 (M.D. Tenn.)
	Watkins, et al. v. I.G. Incorporated, etl a.	Case No. 27-13-15361 (Hennepin County, MN)
	White et al. v. Edward Jones Co., L.P. dba Edward Jones	No. 17 Civ. 02004 (N.D. Ohio)
	Wilkinson, et al. v. NCR Corporation	Case No. 1:08-cv-5578 (N.D. Ill.)
	William Perrin, et al. v. Papa John's International	No. 4:09-CV-01335 (E.D. Mo.)
	William Whitlock, et. al v. FSH Management, LLC, et. al.	3:10-cv-00562-M
	Williams v. DH Pace	Case No. 4:14-cv-00161 (W.D. Mo.)
	Williams, et al. v. Dollar Financial Group, et al.	Case No. RG03099375 (Alameda County, CA)
	Williams, et al. v. G4S Secure Solutions (USA) Inc.	Civil Action No. 1:17-CV-00051 (M.D.N.C)
	Williams, et al. v. H&R Block Enterprises, Inc.	No. RG 08366506 (Alameda County, CA)
	Wittemann, et al. v. Wisconsin Bell, Inc.	Case No. 09-cv-440 (W.D. Wisc.)
	Wlotkowski, et al. v. Michigan Bell	Case No. 09-cv-11898 (E.D. Mich.)
Environmental	*Bernice Samples, et al. v. Conoco, Inc., et al.*	Case No. 01-0631-CA-01 (Escambia Country, Fla.)
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	Keltner, et al., v. SunCokeEnergy, Inc., et al.	Case No.: 2014-L-1540 (Madison County, IL)
	Latta, et al. v. Hannibal Board of Public Works, et al.	Case No. 16SL-CC01881 (St. Louis, MO)

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	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
ERISA	*Anthony Abbott, et al. v. Lockheed Martin Corp., et al.*	Case No. 06-701 (S.D. Ill.)
	Dennis Gordan, et al. v. Massachusetts Mutual Life Insurance Co., et al.	Case No. 13-cv-30184-MAP (D. Mas.)
	In Re: Broadwing Inc ERISA Litigation	Case No. 02-cv-00857 (S.D. Ohio)
	In Re: Northrop Grumman Corp. ERISA Litigation	Case. No. 06-CV-6213 AB (JCx) (C.D. Cal.)
	In Re: Xcel Energy, Inc. ERISA Litigation	Case No. 03-cv-2218 (D. Minn.)
	Johnson, et al v. Fujitsu Technology and Business of Americ, Inc. et al.	Case No.: 5:16-cv-03698 NC (N.D. Cal.)
	Karolyn Kruger, et al. v. Novant Health Inc., et al.	Case No. 14-208 (M.D.N.C.)
	Main, et al. v. American Airlines, Inc. et al.	Civil Action No.: 4:16-cv-00473-O (N.D. Texas)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. Ill.)
	Paul Andrus, et al. v. New York Life Insurance Company, et al.	Case. No. 1:16-cv-05698 (KPF) (S.D.N.Y.)
	Quince Rankin v. Charles C. Conway (Kmart ERISA Litigation)	Case No. 02-cv-71045 (E.D. Mich.)
	Todd Ramsey, et al., v. Philips North America LLC	Case No. 3:18-cv-01099-NJR-RJD (S.D. Ill.)
FACTA	*Albright v. Metrolink*	No. 4:11-CV-01691AGF (E.D. Mo.)
	Ebert, et al. v. Warner's Stellian	No. 11-cv-02325 JRT/ SER (D. Minn.)
	Fouks, et al. v. Red Wing Hotel Corporation	Case No. 12-cv-02160 (D. Minn.)
	Jones v. Dickinson	No. 11 CV 02472 (D. Mo.)
	Linda Todd, et al. v. Medieval Times	Case No. 1:10-cv-00120 (D. N.J.)
	Masters v. Lowe's Home Centers, Inc.	Case No. 3:09-cv--255 (S.D. Ill.)
	Seppanen et al. v. Krist Oil Company	Case No. 2:09-cv-195 (W.D. Mich.)
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Insurance	*Ann Castello v. Allianz Life Insurance Company*	Case No. 03-cv-20405 (D. Minn.)
	Boyd Demmer, et al. v. Illinois Farmers Insurance Company	Case No. MC 00-017872 (Hennepin County, Minn.)
	Chultem v. Ticor Title Insur. Co., et al.	Case No. 2006-CH-09488 (Circuit Court of Cook County, Ill.)
	Colella v. Chicago Title Insur. Co., et al.	Case No. 2006-CH-09489 (Circuit Court of Cook County, Ill.)
	Daluge, et. al., v. Continental Casualty Company	No. 3:15-cv-00297 (W.D. Wis.)
	Deborah Hillgamyer, et al. v. Reliastar Life Insurance Company, et al.	No. 11-cv-729 (W.D. Wis.)
	Doan v. State Farm	108CV129264 (Santa Clara Co, CA)
	Dorothea Pavlov v. Continental Casualty Company	Case No. 07-cv-2580 (N.D. Ohio)
	Frank Rose, et al. v. United Equitable Insurance Company, et al.	Case No. 00-cv-02248 (Cass County, ND)
	Froeber v. Liberty Mutual Fire Insurance Company	Case No. 00C15234 (Marion County, OR)
	Garrison, et al., v. Auto-Owners Insurance Company	Case No. 02-cv-324076 (Cole County, Mo.)
	Harold Hanson, et al. v. Acceleration Life Insurance Company, et al.	Case No. 3:97-cv-152 (D.N.D.)
	Hofstetter, et al. v. Chase Home Finance, LLC., et al.	Case No. 10-cv-1313 (N.D. Cal.)
	In Re: Lutheran Brotherhood Variable Insurance Products Co. Sales Practices Litigation	Case No. 99-md-1309 (D. Minn.)

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Practice Area	Engagement	Citation
	Irene Milkman, et al. v. American Travellers Life Insurance Company, et al.	No. 03775 (Philadelphia Court of Common Pleas, Pa.)
	Jacobs v. State Farm General Insurance Company	No. CJ-96-406 (Sequoyah County, Okla.)
	James M. Wallace, III, et al. v. American Agrisurance, Inc., et al.	Case No. 99-cv-669 (E.D. Ark.)
	James Ralston, et al. v. Chrysler Credit Corporation, et al.	Case No. 90-cv-3433 (Lucas County, Ohio)
	Michael T. McNellis, et al. v. Pioneer Life Insurance Company, et al.	CV 990759 (County of San Luis Obispo, Cal.)
	Morris v. Liberty Mutual Fire Insurance Company	CJ-03-714 (Pottawatomie County, OK)
	Paul Curtis, et al v. Northern Life Insurance Company	Case No. 01-2-18578 (King County, Wash.)
	Ralph Shaffer v. Continental Casualty Company and CNA Financial Corp	Case No. 06-cv-2253 (C.D. Cal.)
	Raymond Arent, et al. v. State Farm Mutual Insurance Company	Case No. 00-mc-16521 (D. Minn.)
	Roy Whitworth, et al. v. Nationwide Mutual Insurance Company, et al.	Case No. 00CVH-08-6980 (Franklin County, Ohio)
	Sonia Gonzalez, et al. v. Rooms to Go, Inc., et al.	Case No. 97-cv-3146 (S.D. Fla.)
	Tow Distributing, Inc., et al. v. BCBSM, Inc., d/b/a Blue Cross and Blue Shield of Minnesota	Case No. 02-cv-9317 (D. Minn.)
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	Angell v. Skechers Canada	8562-12 (Montreal, Quebec)
	Billieson, et al. v. City of New Orleans, et al.	No. 94-19231 (Orleans Parish, LA)
	Carnegie v. Household International, Inc.	No. 98-C-2178 (N.D. Ill.)
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	Cazenave, et al. v. Sheriff Charles C. Foti, Jr., et al.	Case No. 00-cv-1246 (E.D. La.)
	City of Greenville, et al., v. Syngenta Crop Protection, Inc., and Syngenta AG	No. 3:10-cv-00188-JPG-PMF (S. D. Ill.)
	Evans, et al. v. Linden Research, Inc., et al.	Case No. 4:11-cv-1078-DMR (N.D. CA)
	F.T.C. v. NBTY, Inc.	No. 05-4793 (E.D.N.Y.)
	George Williams, et al. v. BestComp, Inc., et al.	No. 09-C-5242-A (Parish of St. Landry, LA)
	Griffin v. Dell Canada Inc	Case No. 07-cv-325223D2 (Ontario, Superio Court of Justice)
	In Re: Aftermarket Filters Antitrust Litigation	No. 1:08-cv-4883, MDL No. 1957 (N.D. Ill.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Certainteed Fiber Cement Siding Litigation	MDL 2270 (E.D. PA)
	In Re: Duluth Superior Chemical Spill Litigation	Case No. 92-cv-503 (W.D. Wis.)
	In Re: Google Referrer Header Privacy Litigation	No. 10-04809 (N.D. Cal.)
	In Re: Salmonella Litigation	Case No. 94-cv-016304 (D. Minn.)
	Jerome H. Schlink v. Edina Realty Title	Case No. 02-cv-18380 (D. Minn.)
	Joel E. Zawikowski, et al. v. Beneficial National Bank, et al.	Case No. 98-cv-2178 (N.D. Ill.)
	Joshua Wasser, et al. v. All Market, Inc.,	Case No. 1:16-CV-21238 (S.D. Fla.)
	Kobylanski et al. v. Motorola Mobility, Inc. et al.	No. 13-CV-1181 (W.D. Pa.)
	Mary Plubell, et al. v. Merck and Co., Inc.	Case No. 04-cv-235817 (Jackson County, MO)
	McGruder, et al. v. DPC Enterprises	No. CV2003-022677 (Maricopa County, AZ)
	Mehl v. Canadian Pacific Railway, Limited	Case No. 02-cv-009 (D.N.D.)
	Michelle Marshall, et al. v. Air Liquide -- Big Three, Inc. et al.	No. 2005-08706 (Orleans Parish, LA)
	Pat Beesley, et al v. International Paper Co. et al.	Case No. 06-703-DRH (S.D. Ill.)

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	Perrine, et al. v. E.I. Dupont De Nemours and Company, et al.	01-0631-CA-01 (Harrison C., WV)
	Red Eagle Resources Corporation, Inc., et al. v. Baker Hughes Inc., et al.	Case No. 91-cv-627 (S.D. Tex.)
	Skold, et al. v Intel Corporation, et al.	Case No. 1-05-cv-039231 (County of Santa Clara, CA)
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Medical/Drug	*F.T.C. v. CHK Trading Corp.*	Case No. 04-cv-8686 (S.D.N.Y.)
	F.T.C. v. Christopher Enterprises, Inc.	Case No. 2:01-cv-0505 (D. Utah)
	F.T.C. v. Conversion Marketing, Inc.	Case No. 04-cv-1264 (C.D. Cal.)
	F.T.C. v. Enforma Natural Products, Inc.	Case No. 00-cv-04376 (C.D. Cal.)
	F.T.C. v. Goen Technologies	FTC File No. 042 3127
	F.T.C. v. Great American Products	Case No. 05-cv-00170 (N.D. Fla.)
	F.T.C. v. Kevin Trudeau, et al.	Case No. 03-cv-3904 (N.D. Ill.)
	F.T.C. v. Latin Hut, Inc.	Case No. 04-cv-0830 (S.D. Cal.)
	F.T.C. v. QT, Inc.	Case No. 03-cv-3578 (N.D. Ill.)
	F.T.C. v. Seasilver USA, Inc.	Case No. 03-cv-0676 (D. Nev.)
	F.T.C. v. Smart Inventions, Inc.	Case No. 04-cv-4431 (C.D. Cal.)
	F.T.C. v. Sunny Health Nutrition Technology & Products, Inc.	Case No. 06-cv-2193 (M.D. Fla.)
	F.T.C. v. United Fitness of America, LLC	Case No. 02-cv-0648 (D. Nev.)
	In Re: Guidant Corp Implantable Defibrillators Products Liability Litigation	Case No. 05-cv-1708 (D. Minn.)
	In re: Nuvaring Products Liability Litigation	08-MDL-1964
	Karen Wright, et al. v. Milan Jeckle	Case No. 98-2-07410-2 (Spokane County, Wash.)
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Privacy/Data Breach	*Anderson, et al. v. United Retail Group, Inc., et al.*	Case No. 37-cv-89685 (San Diego County, Cal.)
	F.T.C. v. CEO Group, Inc.	Case No. 06-cv-60602 (S.D. Fla.)
	F.T.C. v. Choicepoint	Case No. 06-cv-0198 (N.D. Ga.)
	In Re: U.S. Bank National Association Litigation	Case No. 99-cv-891 (D. Minn.)
	Michael Stoner, et al. v. CBA Information Services	Case No. 04-cv-519 (E.D. Pa.)
	St. Clair, et al. v MRB, et al.	Casse No. 12-cv-1572 (D. Minn.)
	Sterling et al. v. Strategic Forecasting, Inc. et al.	No. 2:12-cv-00297-DRH-ARL (E.D.N.Y.)
Securities	*Adam C. Kassab , et al. v. Francis D. John, et al.*	Case No. 2:16-cv-00613 (W.D. Pa)
	Alan Freberg, et al. v. Merrill Corporation, et al.	Case No. 99-cv-010063 (D. Minn.)
	Anderson v. Investors Diversified Services	Case No. 4:79-cv-266 (D. Minn.)
	Arkansas Teacher Retirement System, et al. v. Insulet Corp., et al.	Civil Action No. 15-12345-MLW (D. Mass)
	Charter Township Of Clinton v. OSI Restaurants	Case No. 06-CA-010348 (Hillsborough County, Fla.)
	Christopher Carmona, et al. v. Henry I. Bryant, et al. (Albertson's Securities Litigation)	Case No. 06-cv-01251 (Ada County, Idaho)
	Daryl L. Cooper, et al. v. Miller Johnson Steichen Kinnard, Inc.	Case No. 02-cv-1236 (D. Minn.)
	Dutton v. Harris Stratex Networks, Inc. et al	08-cv-00755-LPS (D. Del.)
	Edith Gottlieb v. Xcel Energy, Inc., et al.	Case No. 02-cv-2931 (D. Minn.)
	Family Medicine Specialsts, et al. v. Abatix Corp., et al.	Case No. 3:04-cv-872B (N.D. Tex.)

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	Fisk, et al. v. H&R Block Inc., et al.	1216-CV20418 (Jackson County. MO)
	Friedman, et al. v. Penson Worldwide, Inc.	11-cv-02098 (N.D. Tex.)
	In Re: American Adjustable Rate Term Trust Securities Litigation	Case No. 4:95-cv-666 and 4:95-cv-667 (D. Minn.)
	In Re: Ancor Communications, Inc Securities Litigation	Case No. 97-cv-1696 (D. Minn.)
	In Re: Asia Pulp & Paper Securities Litigation	Case No. 01-cv-7351 (S.D.N.Y.)
	In Re: Bayer AG Secuirites	Case No. 03-cv-1546 (S.D.N.Y.)
	In Re: Bio-One Securities Litigation	Case No. 05-cv-1859 (M.D. Fla.)
	In Re: Bioplasty Securities Litigation	Case No. 4:91-cv-689 (D. Minn.)
	In Re: Citi-Equity Group, Inc. Securities Litigation	Case No. 94-cv-012194 (D. Minn.)
	In Re: Citi-Equity Group, Inc., Limited Partnerships Securities Litigation	MDL No. 1082 (C.D. Cal.)
	In Re: Control Data Corporation Securities Litigation	Case No. 3:85-cv-1341 (D. Minn.)
	In Re: Cray Research Securities Litigation	Case No. 3:89-cv-508 (D. Minn.)
	In Re: Cybex International Securities Litigation	No. 653794/2012 (County of New York, NY)
	In Re: E.W. Blanch Holdings, Inc. Securities Litigation	Case No. 01-cv-258 (D. Minn.)
	In Re: Encore Computer Corporation Shareholder Litigation	Case No. 16044 (New Castle County, Del.)
	In Re: EVCI Career Colleges Holding Corp Securities Litigation	Case No. 05-cv-10240 (S.D.N.Y.)
	In Re: Flight Transportation	MDL No. 517 (D. Minn.)
	In Re: Frontier Oil Corporation	Case No. 2011-11451 (Harris County, Tex.)
	In Re: Heartware International, Inc. Securities Litigation	No. 1:16-cv-00520-RA (S.D.N.Y.)
	In Re: Hennepin County 1986 Recycling Bond Litigation	Cas No. 92-cv-22272 (D. Minn.)
	In Re: McCleodUSA Incorporated Securities Litigation	Case No. 02-cv-0001 (N.D. Iowa)
	In Re: McKesson HBOC, Inc. Securities Litigation	Case No. 99-cv-20743 (N.D. Cal.)
	In Re: Merrill Lynch & Co., Inc. Securities Derivative and ERISA Litigation	07-cv-9633 (S.D.N.Y.)
	In Re: Merrill Lynch Research Reports Securities Litigation	Case No. 02-md-1484 (S.D.N.Y.)
	In Re: Micro Component Technology, Inc. Securities Litigation	Case No. 4:94-cv-346 (D. Minn.)
	In Re: National City Corp. Securities, Derivative and Erisa Litig.	MDL No. 2003 (N.D. Ohio)
	In Re: New Century	No. 07-CV-0931 (C.D. Cal.)
	In Re: Novastar Financial, Inc. Securities Litigation	Case No. 04-cv-0330 (W.D. Mo.)
	In Re: OCA, Inc. Securities and Derivative Litigation	Case No. 05-cv-2165 (E.D. La.)
	In Re: Raytheon Company Securities Litigation	Case No. 99-cv-12142 (D. Mass.)
	In Re: Reliance Group Holdings, Inc. Securities Litigation	Case No. 00-cv-4653 (S.D.N.Y.)
	In Re: Retek Inc Securities Litigation	Case No. 02-cv-4209 (D. Minn.)
	In Re: Salomon Analyst Metromedia Litigation	Case No. 02-cv-7966 (S.D.N.Y.)
	In re: Sauer-Danfoss, Inc. Stockholder Litigation	C.A. No. 8396-VCL (Court of Chancery of the State of Delaware)
	In Re: Scimed Life Systems, Inc. Shareholders Litigation	Case No. 94-mc-17640 (D. Minn.)
	In Re: Sourcecorp Securities Litigation	Case No. 04-cv-02351 (N.D. Tex.)
	In re: Spectrum Pharmaceuticals Securities Litigation	Case No. 2:13-cv-00433-LDG (D. Nev.)
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	In Re: The Sportsman's Guide, Inc. Litigation	Case No. 06-cv-7903 (D. Minn.)
	In Re: Tonka Corporation Securities Litigation	Case No. 4:90-cv-002 (D. Minn.)
	In Re: Tonka II Securities Litigation	Case No. 3:90-cv-318 (D. Minn.)
	In Re: Tricord Systems, Inc. Securities Litigation	Case No. 3:94-cv-746 (D. Minn.)
	In Re: VistaCare, Inc. Securities Litigation	Case No. 04-cv-1661 (D. Ariz.)
	In Re: Williams Securities Litigation	Case No. 02-cv-72(N.D. Okla.)
	In Re: Xcel Energy, Inc. Securities Litigation	Case No. 02-cv-2677 (D. Minn.)
	In Re: Xcelera.Com Securities Litigation	Case No. 00-cv-11649 (D. Mass.)
	In Re: Xybernaut Corp. Securities MDL Litigation	Case No. 05-mdl-1705 (E.D. Va.)
	In the matter of Focus Media Holding Limited	File No. 3-16852 (SEC)
	In the Matter of Focus Media Holding Limited, et al.	SEC Admin. Proc. File No. 3-16852
	In the Matter of James Goodland and Securus Wealth Management, LLC	SEC Admin. Proc. File No. 3-16878
	In the Matter of Ross, Sinclaire & Associates, LLC, et al.	SEC Admin. Proc. File No. 3-17315
	Ivy Shipp, et al. v. Nationsbank Corp.	19,002 (TX 12th Jud Dist)
	Karl E. Brogen and Paul R. Havig, et al. v. Carl Pohlad, et al.	Case No. 3:93-cv-714 (D. Minn.)
	Lori Miller, et al. v. Titan Value Equities Group Inc., et al.	Case No. 94-mc-106432 (D. Minn.)
	Makor Issues & Rights, Ltd., et al. v. Tellabs, Inc., et al.	02-C-4356 (N.D. Ill.)
	Montoya, et al. v. Mamma.com, Inc., et al.	Case No. 1:05-cv-02313 (S.D.N.Y.)
	Partridge v GreenStar Agricultural Corporation, et al.	Ontario Superior Court of Justice (Toronto Region)
	Resendes, et al.; Maher, et al.; Hawkins, et al.; Schooley, et al. v. Thorp, et al.	Case No. 84-cv-03457, 84-cv-11251, 85-cv-6074, 86-cv-1916L (D. Minn.)
	Richard Donal Rink, et al. v. College Retirement Equities Fund	No. 07-CI-10761, (Jefferson County, KY)
	Robert Trimble, et al. v. Holmes Harbor Sewer District, et al.	Case No. 01-2-00751-8 (Island County, Wash.)
	Securities and Exchange Commission v Al-Raya Investment Company, et. al.	No. 109-CV-6533
	Securities and Exchange Commission v. AIMSI Technologies, Inc., et al.	05 CV 4724 (LLS) (S.D.N.Y.)
	Securities and Exchange Commission v. Alderson et al.	No. 18-04930 (S.D.N.Y.)
	Securities and Exchange Commission v. CKB168 Holdings Ltd., et al.,	Civil Action No. 1:13-cv-5584 (E.D.N.Y.)
	Securities and Exchange Commission v. Harrison Katzen	Case No. 16-cv-06606 (E.D.N.Y.)
	Securities and Exchange Commission v. Intercontinental Regional Center Trust of Chicago, LLC	Civil Action No. 13-cv-982 (N.D. Ill.)