



customer service representative; (3) lead customer service representative; and/or (4) team lead operations, who were employed in Defendant's Customer Service Department, regardless of the members or clients served.

4. The following FLSA Settlement Collective is conditionally certified for settlement purposes only, pursuant to 29 U.S.C. § 216(b), as follows:

All current and former employees who have worked for Defendant either in-person or remotely at any time from February 13, 2020 through February 13, 2023 in one or more of the following nonexempt positions: (1) customer service representative; (2) senior customer service representative; (3) lead customer service representative; and/or (4) team lead operations, who were employed in Defendant's Customer Service Department, regardless of the members or clients served.

5. In the Complaint, Plaintiffs assert claims for overtime violations as well as for unpaid straight-time wages under the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, *et seq.* ("FLSA"), the Pennsylvania Minimum Wage Act of 1968, 43 P.S. §§ 333.101, *et seq.* ("PMWA"), the Pennsylvania Wage Payment and Collection Law, 43 P.S. § 260.1, *et seq.*, ("WPCL"), and Pennsylvania common law. Plaintiffs' claims arise from Defendant's alleged failure to pay hourly customer service representatives for time spent completing pre-shift computer login procedures, such as booting up their computers and logging onto necessary software applications at the start of each business day. Plaintiffs' Complaint seeks an award of unpaid wages, as well as liquidated damages, attorneys' fees, and costs.

6. The Settlement Agreement resolves these claims as follows:

a. Defendant will pay the Maximum Settlement Amount of \$667,000.00 into a Qualified Settlement Fund ("QSF").

b. The Net Settlement Amount, which is the Maximum Settlement Amount less (i) court-approved notice and settlement administration costs of the Claims Administrator, (ii)

court-approved attorneys' fees and litigation expenses of up to \$230,000.00, (iii) court-approved service payments of up to \$5,000.00 to each named Plaintiff, and (iv) a Reserve Amount of \$20,000.00 to cover any correctible errors or omissions made in the administration of the settlement, shall be distributed as a Settlement Payment to Settlement Class Members who do not exclude themselves from the Settlement Class ("Participating Class Members") and to Settlement Collective Members who are also Participating Class Members.

c. Settlement Participants, which consists of Plaintiffs, Settlement Collective Members and Participating Class Members, will each receive a Settlement Payment consisting of a flat sum of \$125.00 ("Minimum Payment") plus a *pro rata* share of the residual Net Settlement Amount calculated in accordance with the formula set forth in Paragraph 58 of the Settlement Agreement.

d. All Settlement Participants will release claims that were or could have been asserted in the Complaint with respect to the performance of pre-shift computer log-in procedures from February 13, 2019 through the Effective Date, as defined in Paragraph 8 of the Settlement Agreement, including claims brought under the FLSA, PMWA, WPCL, and Pennsylvania common law for the payment of back wages, associated damages, fees and costs ("Released Claims"), as more fully defined in Paragraph 71 of the Settlement Agreement.

e. The backs of the settlement checks issued to Settlement Participants will include Check Opt-In Form language, and when signed will operate as a consent to join the lawsuit for settlement purposes only under 29 U.S.C. § 216(b) and as a release of the Released Claims.

f. Regardless of whether a Participating Class Member cashes his or her settlement check, each Participating Class Member will release all Released Claims, including those under the FLSA.

7. The Settlement Agreement is likely to be approved as fair, reasonable and adequate to the Settlement Class and the Settlement Collective after a Final Approval Hearing.

8. The prerequisites to a class action under Fed. R. Civ. P. 23(a) have been satisfied for settlement purposes in that:

- a. there are approximately 1,382 members of the Settlement Class;
- b. there are questions of fact and law that are common to all members of the Settlement Class;
- c. the claims of the class representatives are typical of those of the other members of the Settlement Class;
- d. the class representatives will fairly and adequately protect the interests of the Settlement Class; and
- e. co-counsel for the Settlement Class, experienced in litigating wage and hour class action claims, including Rule 23 class actions and FLSA collective actions, have and will continue to adequately represent the Settlement Class.

9. This action is maintainable as a class action under Fed. R. Civ. P. 23(b)(3) for settlement purposes because:

- a. a class action is superior to other available methods for the fair and efficient adjudication of this controversy; and
- b. questions of fact and law common to members of the Settlement Class predominate over any questions affecting only individual members.

10. The prerequisites to conditionally certify this case as a collective action pursuant to 29 U.S.C. § 216(b) of the FLSA have been satisfied for settlement purposes because Plaintiffs

have made the requisite “modest factual showing” that the putative class members are “similarly situated” to them.

11. Plaintiffs Jodda Moore and Terrell Aiken are appointed as the Class Representatives.

12. Mobilio Wood and Cohn Lifland Pearlman Herrmann & Knopf LLP are appointed as counsel for the Settlement Class and the Settlement Collective (“Class Counsel”).

13. RG/2 Claims Administration LLC is appointed as the Claims Administrator.

14. No later than **June 7, 2024**, the Claims Administrator shall establish a settlement website in accordance with Paragraph 44 of the Settlement Agreement.

15. No later than **June 18, 2024**, counsel for Defendant shall provide the Claims Administrator with contact and wage information about each potential Settlement Class Member and Settlement Collective Member in accordance with Paragraph 72 of the Settlement Agreement (the “Settlement Class and Collective List”).

16. No later than **July 18, 2024**, the Claims Administrator shall provide notice to the Settlement Class and Settlement Collective by mailing the Notice of Settlement (“Class Notice”), which shall be substantially in the form attached as Exhibit A to the Settlement Agreement (ECF No. 31-1 at 30–43), via first class mail to each Settlement Class Member and Settlement Collective Member in accordance with Paragraphs 73 and 76 of the Settlement Agreement. The Class Notice shall provide detailed information about: the terms and operations of the settlement; the formula used to calculate each Settlement Class Member’s and Settlement Collective Member’s Settlement Payment; the nature and extent of the release of claims; the maximum attorneys’ fees and reimbursement of expenses sought by counsel; the service payments sought for Plaintiffs; the procedure and timing for objecting to the settlement; the form and method by which Settlement

Class Members may exclude themselves from the Settlement Class; and the date, time and location of the Final Approval Hearing.

17. No later than **August 16, 2024**, the Claims Administrator shall file proof of mailing of the Class Notice required by Paragraph 16 of this Order.

18. The manner of giving notice as prescribed in this Order satisfies the requirements of Fed. R. Civ. P. 23(a) and (b)(3) and due process, constitutes the best notice practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled to notice.

19. Each Settlement Class Member shall have the right not to be included in the Settlement Class by, in accordance with the procedures described in Paragraphs 10, 32, and 82 of the Settlement Agreement and Section 7 of the Class Notice, mailing, emailing or faxing a request for exclusion to the Claims Administrator that is postmarked, timestamped or marked as received by the Claims Administrator no later than **September 5, 2024**, or, in the event that the initial mailing is returned as undeliverable for a particular Settlement Class Member, by mailing, emailing or faxing a request for exclusion to the Claims Administrator postmarked, timestamped or marked as received by the Claims Administrator no later than **thirty (30) calendar days after the date of the re-mailing**.

20. Any class member who does not submit a timely, written request for exclusion from the Settlement Class will be bound by all proceedings, orders, and judgments in this litigation, even if the class member has previously initiated or subsequently initiates individual litigation or other proceedings encompassed by the claims released in this case, and even if such class member never received actual notice of this litigation or this proposed settlement.

21. Unless and until they have submitted a timely request for exclusion from the Settlement Class, class members and their legally authorized representatives are preliminarily enjoined from:

a. filing, commencing, prosecuting, intervening in, or participating as plaintiff, claimant, or class member in any other lawsuit or administrative, regulatory, arbitration, or other proceeding in any jurisdiction;

b. filing, commencing, or prosecuting a lawsuit or administrative, regulatory, arbitration, or other proceeding as a class action on behalf of any class members (including by seeking to amend a pending complaint to include class allegations or seeking class certification in a pending action); and

c. attempting to effect an opt-out of a group, class, or subclass of individuals in any lawsuit or administrative, regulatory, arbitration, or other proceeding based upon the claims released in the Settlement Agreement.

22. Any class member who does not timely opt out of the Settlement Class shall have the right to object to the settlement or to the request by Class Counsel for an award of attorneys' fees and expenses by, in accordance with the procedures described in Paragraphs 21, 86 and 87 of the Settlement Agreement and Section 7 of the Class Notice, mailing a written objection to the Claims Administrator that is postmarked, timestamped or marked as received by the Claims Administrator no later than **September 5, 2024**, or, in the event that the initial mailing is returned as undeliverable for a particular Settlement Class Member, by mailing, emailing or faxing a written objection to the Claims Administrator postmarked, timestamped or marked as received by the Claims Administrator no later than **thirty (30) calendar days after the date of the re-mailing**.

23. Objections must contain the following: (1) a heading that refers to this action by case name and case number; (2) a statement of the specific legal and factual basis for each objection; (3) a statement whether the objecting person intends to appear at the Final Approval Hearing, either in person or through counsel and, if through counsel, a statement identifying that counsel by name, bar number, address, and telephone number; (4) a description of any and all evidence the objecting person or entity may offer at the Final Approval Hearing, including but not limited to the names, addresses, and expected testimony of any witnesses; all exhibits intended to be introduced at the Final Approval Hearing; and (5) a list of other cases in which the objector or counsel for the objector has appeared either as an objector in the last five years.

24. Failure to timely serve written objections in compliance with Paragraphs 22 and 23 of this Order will preclude the class member from objecting at the Final Approval Hearing.

25. No later than **October 1, 2024**, the Claims Administrator shall file and serve on counsel for Defendant and Class Counsel a list of all persons who have timely opted out of the Settlement Class with its determinations as to whether any request to opt out was not submitted timely; and it shall provide written notification to any Settlement Class Member whose request to opt out of the Settlement Class was untimely.

26. No later than **October 1, 2024**, the Claims Administrator shall file and serve on counsel for Defendant and Class Counsel a list of all persons who have timely submitted objections to the settlement or to the request by Class Counsel for an award of attorneys' fees with its determinations as to whether any objection was not submitted timely; and it shall provide written notification to any Settlement Class Member whose objection was submitted untimely.

27. No later than **October 8, 2024**, Class Counsel shall file all briefs and affidavits in support of final approval of the settlement and for an award of attorneys' fees and expenses.

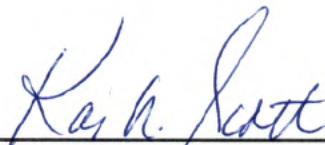


28. Pursuant to Fed. R. Civ. P. 23(e), a Final Approval Hearing will be held on **Tuesday, October 22, 2024, at 10:00 a.m., in Courtroom 13B**, at the United States Courthouse, 601 Market Street, Philadelphia, Pennsylvania 19106, to determine:

- a. whether this action satisfies the criteria for class certification set forth in Fed. R. Civ. P. 23(a) and (b);
- b. whether the proposed settlement is fair, reasonable and adequate in consideration of the factors set forth in Fed. R. Civ. P. 23(e)(2);
- c. whether the prerequisites to certify the FLSA Settlement Collective have been satisfied for settlement purposes, including that the settlement is a fair and reasonable resolution of a *bona fide* dispute over FLSA provisions;
- d. whether final approval should be granted;
- e. whether a final judgment should be entered dismissing the claims of the Settlement Class and the Settlement Collective with prejudice;
- f. an award of attorneys' fees and expenses; and
- g. other such matters as the Court may deem appropriate.

29. The Court retains exclusive jurisdiction over this action to consider all matters arising out of or connected with the Settlement Agreement.

**BY THE COURT:**



**HON. KAIN SCOTT**  
**United States District Court Judge**