

# EXHIBIT 2

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

PATRICK LAMONT SAWYER, on behalf of  
himself and others similarly situated

Plaintiff,

v.

OSL RETAIL SERVICES, CORP.,

Defendant.

Civil Action No. 1:120-CV-02442

Judge Gary Feinerman

**JOINT STIPULATION OF SETTLEMENT AND RELEASE**

This Joint Stipulation of Settlement and Release (the “Agreement”) is entered into by and between Plaintiff Patrick Sawyer (“Plaintiff” or “Sawyer”), individually and on behalf of the class of individuals he seeks to represent (“Plaintiffs”), on the one hand, and OSL Retail Services Corporation (“Defendant” or “OSL”).

**RECITALS**

WHEREAS, on or about April 21, 2020, Plaintiff filed the above-captioned putative class and collective action lawsuit on behalf of current and former non-exempt/hourly Mobile Experts, and others in substantially similar positions, including but not limited to Team Leads, employed by Defendant during the applicable class/collective period, as defined below. Plaintiff asserted claims against Defendant for straight and overtime compensation under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), and under the wage and hour laws of Illinois, specifically the Illinois Minimum Wage Law, 820 I.L.C.S. §§ 105/1, *et seq.* (“IMWL”) (this lawsuit is referred to as the “Litigation”);

WHEREAS, on January 18, 2021, the Parties participated in a private mediation facilitated by an experienced employment law mediator, Michael Leech, Esq., and reached a settlement of the Litigation;

WHEREAS, without admitting or conceding any liability or damages, Defendant agreed to settle the Litigation on the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, Plaintiff’s counsel analyzed and evaluated the merits of the claims made against Defendant in the Litigation, conducted interviews with Plaintiff and other putative class

members, obtained and reviewed documents relating to Defendants' compensation policies, and analyzed payroll data and time records. Based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that the Litigation, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, and that there was a risk of future decertification if certification was granted, Plaintiff's counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interests of Plaintiff and other putative class members.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions.

## **1. DEFINITIONS**

The defined terms set forth in this Agreement have the meanings ascribed to them below.

**1.1. Agreement.** "Agreement" means this Joint Stipulation of Settlement and Release.

**1.2. Acceptance Period.** "Acceptance Period" means the sixty (60) days that a Participating Class Member has to opt-out of the settlement.

**1.3. Claims Administrator.** The "Claims Administrator" will be Phoenix Class Action Administration Solutions which was agreed between Class Counsel and Defendant.

**1.5. Class Counsel; Plaintiffs' Counsel.** "Class Counsel" or "Plaintiffs' Counsel" means John Kunze of The Fish Law Firm, P.C.

**1.6. Class Members.** "Class Members" are individuals who are or were employed by OSL as Mobile Experts, or in other substantially similar positions, including but not limited to Team Leads, at any point from April 17, 2017, at any OSL location around the country, through the Date of the Preliminary Approval of the Parties' settlement and are identified by Employee ID Number on Exhibit 1 to this Agreement.

**1.7. Court.** "Court" means the federal district court in the Northern District of Illinois, as noted in the caption above.

**1.8. Days.** "Days" means business days if the specified number is less than ten (10), and calendar days if the specified number is ten (10) or greater.

**1.9. Defendants' Counsel.** "Defendants' Counsel" means Anthony J. Oncidi, Steven J. Pearlman, and Philippe A. Lebel of Proskauer Rose LLP.

**1.10. Effective Date.** "Effective Date" shall be the last of the following dates:

(A) If there is no appeal of the Court's Order Granting Final Approval of the

Settlement, the day after the deadline for taking an appeal has passed; or

(B) If there is an appeal of the Court's Order Granting Final Approval of the Settlement, the day after all appeals are resolved in favor of final approval.

**1.11. Employer Payroll Taxes.** "Employer Payroll Taxes" means all taxes and withholdings an employer is required to make arising out of or based upon the payment of compensation under the Agreement, including FICA, FUTA, and SUTA obligations. Employer Payroll Taxes are independent of the Gross Settlement Amount, as set forth in this Agreement.

**1.12. Fairness Hearing.** "Fairness Hearing" means a hearing before the Court relating to the Motion for Final Approval.

**1.13. Final Approval Order.** "Final Approval Order" means the Order entered by the Court at or after the Fairness Hearing, approving the terms and conditions of the Settlement, distribution of the Settlement Checks and Service Awards, and dismissal of the Litigation.

**1.14. Gross Settlement Amount.** "Gross Settlement Amount" means the Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) that Defendant has agreed to pay to settle the Litigation as set forth in this Agreement.

**1.15. Net Settlement Fund.** "Net Settlement Fund" means the remainder of the Gross Settlement Amount after deductions for: (a) a Court-approved service enhancement payment to Sawyer of up to Seven Thousand Five Hundred Dollars (\$7,500.00); (b) the costs of a third-party settlement administrator's administration of the settlement (estimated to be \$48,750.00); (c) Court-approved fees of up to 1/3 of the Settlement Fund—*i.e.*, \$125,000.00 plus reasonable litigation costs/expenses, subject to proof and approval by the Court; (d) the cost of mediation fees for the Parties' January 18, 2021 mediation (\$9,790); and (e) all employee-side share of employment/payroll taxes. Defendant will be responsible for Employer Payroll Taxes.

**1.16. Notice or Notices.** "Notice" or "Notices" means the Court-approved Notice of Proposed Settlement of Class Action and Collective Action Lawsuit and Fairness Hearing.

**1.17. Objector.** "Objector" means an individual who files a valid and timely objection pursuant to the terms of this Agreement, and does not include any individual who files an Opt-out Statement, *i.e.* a request to be excluded from the Settlement, pursuant to this Agreement.

**1.18. Opt-out Statement.** "Opt-out Statement" is a written signed statement that an individual Class Member has decided to opt out of, and therefore not participate in, the Settlement.

**1.19. Participating Class Members.** "Participating Class Members" means the Named Plaintiff and those Class Members who do not timely submit an Opt-out Statement pursuant to this Agreement.

**1.20. Preliminary Approval Order.** “Preliminary Approval Order” means the Order entered by the Court preliminarily approving the terms and conditions of the Settlement, and directing the manner and timing of providing Notices to the Class Members.

**1.21. Qualified Settlement Fund or QSF.** “Qualified Settlement Fund” or “QSF” means the account established by the Claims Administrator for the Gross Settlement Amount paid by Defendant. The QSF will be controlled by the Claims Administrator subject to the terms of this Agreement and the Court’s Preliminary Approval Order and Final Approval Order.

**1.22. Service Award.** “Service Award” means an amount approved by the Court not to exceed \$7,500.00 to be paid to Sawyer in addition to his award as a Class Member, as described in Section 3.3 herein.

**1.23. Settlement.** The “Settlement” means the settlement contemplated by, and described in, this Agreement.

**1.24. Settlement Award.** The “Settlement Award” is the portion of the Net Settlement Fund attributable to each Class Member based on the allocation formula described in Section 3.4 herein.

**1.25. Settlement Checks.** “Settlement Checks” means checks issued to Participating Class Members for their share of the Net Settlement Fund calculated in accordance with this Agreement.

## **2. APPROVAL AND CLASS NOTICE**

**2.1. Binding Agreement.** This Agreement is a binding agreement and contains all material agreed-upon terms for the Parties to seek a full and final settlement of the Litigation.

**2.2. Retention of the Claims Administrator.** Class Counsel will be responsible for selecting and retaining the Claims Administrator, subject to Defendant’s Counsel’s approval. The Claims Administrator will be responsible for all aspects of the claims administration process, including: locating Class Members; performing a skip trace in the event any notices are returned as undeliverable; calculating Class Members’ Settlement Awards based on Defendant’s business records; responding to Class Member inquiries; resolving disputes relating to Class Members’ workweeks worked and Settlement Awards; promptly reporting to the Parties the substance and status of any challenges or disputes raised by Class Members; mailing and emailing Notices to Class Members in accordance with the Court’s Preliminary Approval Order; distributing the Service Award to Sawyer; distributing Settlement Checks withholding Class Members’ share of taxes and remitting such taxes to the appropriate taxing authorities; providing images of the original Settlement Checks signed by Class Members to Defendant’s Counsel; providing copies of Opt-out Statements to Class Counsel for filing with the Court; preparing a declaration regarding its due diligence in the claims administration process; and performing such other duties as the Parties may jointly direct or as are specified herein.

(A) The Parties will have equal access to the Claims Administrator and all information

related to the administration of the Settlement. The Claims Administrator will provide weekly reports to the Parties regarding the status of the emailing and mailing of the Notices to Class Members; the claims administration process (including the number of Opt-out Statements received, as well as the percentage of the Net Settlement Fund that was apportioned to the Class Members who submitted Opt-out Statements); the substance and status of disputes raised by Class Members regarding the calculation of Settlement Awards; and distribution of the Settlement Checks.

(B) In the event of a dispute regarding a Class Member's Settlement Award, the Claims Administrator shall promptly report the nature of the dispute to Class Counsel and Defendant's Counsel, who will confer in good faith with the Claims Administrator in an effort to resolve the dispute. In the event Class Counsel and Defendant's Counsel are unable to reach agreement, the Claims Administrator shall decide the dispute, and its decision shall be final.

(C) Defendant agrees to cooperate with the Claims Administrator and to provide such information as is necessary to allow the Claims Administrator to discharge its duties hereunder.

### **2.3. Preliminary Approval.**

(A) On or before 14 days from the execution of this Agreement, Sawyer will file with the Court a motion for preliminary approval of the Settlement ("Preliminary Approval Motion"). In connection with the Preliminary Approval Motion, Sawyer will submit to the Court a proposed Notice to Class Members; a proposed Preliminary Approval Order; and such other papers as are required to seek preliminary approval of the Settlement.

(B) Defendant shall have the right to review and comment on the Preliminary Approval Motion and to approve the content of the proposed Preliminary Approval Order and the Notice and Claim Form prior to filing. Class Counsel will provide Defendant with copies of said documents prior to filing with the Court. Class Counsel will consider Defendant's comments to the Preliminary Approval Motion in good faith.

(C) The Preliminary Approval Motion will seek the setting of date(s) for Class Members to opt out of the Settlement or object to the Settlement, which date(s) will be sixty (60) days from the mailing of the Notice to the Class Member but no later than ninety (90) days from the date the Notices are mailed pursuant to Section 2.4(B), and request a Fairness Hearing for final approval of the Settlement before the Court at the earliest practicable date.

(D) In the Preliminary Approval Motion, Class Counsel will inform the Court of the intended process to obtain a "Final Approval Order" and a "Judgment of Dismissal" that will, among other things: (1) approve the Settlement as fair, adequate and reasonable; (2) incorporate the terms of the releases described in Section 4.1, below, and otherwise described herein; (3) dismiss the Litigation with prejudice; (4) award Class Counsel fees

and costs; and (5) award a Service Award to Sawyer. Defendant will not oppose the Preliminary Approval Motion.

(E) If the Court denies the Preliminary Approval Motion, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such denial and to seek reconsideration of the ruling or order denying approval and/or Court approval of a renegotiated settlement (without any change to the Gross Settlement Amount). If, despite the Parties' efforts, the Court continues to deny the Preliminary Approval Motion, the Litigation will resume as if no settlement had been attempted. In that event, the class certified for purposes of settlement shall be decertified (either by the Court *sua sponte* or on a motion by Defendant, which Plaintiffs agree not to oppose), and Defendant retains all rights and defenses, including the right to contest whether the Litigation should be certified and maintained as a collective and/or class action and to contest the merits of the claims being asserted in the Litigation.

(F) The Parties will work together, diligently and in good faith, to obtain expeditiously a Preliminary Approval Order, Final Approval Order, and Final Judgment and Dismissal.

#### **2.4. Notice to Class Members**

(A) Within ten (10) days of the Court's issuance of a Preliminary Approval Order, Defendant will provide to the Claims Administrator, in electronic form, for all Class Members, the following information: name, Social Security Number, last known addresses, email addresses, telephone number(s), and dates of employment as a non-exempt, hourly Mobile Expert or a position similarly situated, including but not limited to Team Leads, as such information exists in Defendants' records.

(B) Within twenty (20) days of the Court's issuance of the Preliminary Approval Order, the Claims Administrator will mail and email to all Class Members, via First Class United States Mail, postage prepaid, a copy of the Court-approved Notice as well as an Opt-out form.

(C) The Claims Administrator will take all reasonable steps to obtain the correct address of any Class Member for whom a Notice is returned by the post office as undeliverable, including one skip trace, and shall attempt a re-mailing to any Class Member for whom it obtains a more recent address. The Claims Administrator will notify Plaintiffs' Counsel and Defendant's Counsel of any Notice sent to a Class Member that is returned as undeliverable after the first mailing, as well as any such Notice returned as undeliverable after any subsequent mailing(s) as set forth in this Agreement.

D) The Claims Administrator will send out a reminder notice, via email and/or first-class mail, to any Class Member who did not submit an Opt-out Statement within thirty (30) days of the initial mailing. Class Counsel is at liberty to discuss the Settlement with any Class Member who initiates first contact with Class Counsel, including but not limited to, sending such Class Members a copy of the Notice, if requested.

**2.5. Claim Forms Not Required.** Any Class/Collective Member who does not timely and properly opt-out will be deemed to have accepted the settlement and will be issued a settlement check. Class/Collective Members will not be required to submit any claim forms to participate in the settlement. Class/Collective Members who do not opt-out will be deemed to have released all claims, regardless of whether they deposit or cash the checks comprising their Individual Settlement Payments.

**2.6. Class Member Opt-outs.**

(A) A Class Member who chooses to opt out of the Settlement must mail via First Class United States Mail, postage prepaid, a written, signed statement to the Claims Administrator that states he or she is opting out of the Settlement and includes his or her name, job title, address, and telephone number, and state, "I opt out of the Approved OSL wage and hour settlement" ("Opt-out Statement"). To be effective, an Opt-out Statement must be postmarked within sixty (60) days from the mailing of the Notice to the Class Member and no later than ninety (90) days from the date the Notices are first mailed pursuant to Section 2.4(B).

(B) Class Members whose first mailing was returned to the Claims Administrator as undeliverable will be allowed to opt out or object up to sixty (60) days from the date of the second mailing but no later than ninety (90) days from the date the Notices are first mailed pursuant to Section 2.4(B). The Claims Administrator shall not attempt more than two (2) mailings of the Notice to any Class Member unless the parties direct otherwise, and no mailing shall occur more than thirty (30) days after the first mailing to Class Members.

(C) The Claims Administrator shall keep accurate records of the dates on which it sends Notices to Class Members.

(D) The Claims Administrator will stamp the postmark date on the original of each Opt-out Statement that it receives and shall serve copies of each Opt-out Statement on Class Counsel and Defendants' Counsel not later than three (3) days after receipt thereof. The Claims Administrator will also, within five (5) days of the applicable deadline for opting out, provide to Class Counsel, who will file with the Clerk of Court stamped copies of any Opt-out Statements within one (1) business day of receipt. The Claims Administrator will, within five (5) days of the last applicable deadline for any Class Member to opt out, send a final list of all Opt-out Statements to Class Counsel and Defendants' Counsel by both email and overnight delivery. The Claims Administrator will retain the stamped originals of all Opt-out Statements and originals of all envelopes accompanying Opt-out Statements in its files until such time as the Claims Administrator is relieved of its duties and responsibilities under this Agreement.

(E) Any Class Member who does not properly submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement and will be issued a Settlement Check, which (as described below) will contain a release of both his or her FLSA and state law claims.



## **2.7. Objections to Settlement.**

(A) Class Members who wish to object to the proposed Settlement must do so in writing. To be considered, a written objection must be mailed to the Claims Administrator via First-Class United States Mail, postage prepaid, and be received by the Claims Administrator by a date certain sixty (60) days from the mailing of the Notice to the Class Member and no later than ninety (90) days from the date the Notices are first mailed pursuant to Section 2.4(B). The written objection must include the words, “I object to the settlement in the Approved OSL wage and hour case” as well as all reasons for the objection. Any reasons not included in the written objection will not be considered by the Court. The written objection must also include the name, job title, address, and telephone numbers for the Class Member making the objection. The Claims Administrator will stamp the date received on the original and send copies of each objection to Class Counsel and Defendant’s Counsel by email and overnight delivery no later than three (3) days after receipt thereof. The Claims Administrator will also provide to Class Counsel, who will file with the Clerk of Court, the date-stamped originals of any and all objections with Plaintiff’s Final Approval Motion.

(B) A Class Member who files objections to the Settlement (“Objector”) has the right to appear at the Fairness Hearing either in person or through counsel hired by the Objector. An Objector who wishes to appear at the Fairness Hearing must state his or her intention to do so in writing on his or her written objections at the time he or she submits his or her written objections by including the words, “I intend to appear at the Fairness Hearing” in his or her written objection. An Objector may withdraw his or her objections at any time. No Class Member may appear at the Fairness Hearing unless he or she has filed a timely objection that complies with all procedures provided in this section and the previous section. No Class Member may present an objection at the Fairness Hearing based on a reason not stated in his or her written objections. Individuals who have submitted Opt-out forms who have returned may not object to the Settlement.

(C) The Parties may file with the Court written responses to any filed objections no later than three (3) days before the Fairness Hearing.

## **2.8. Final Approval and Judgment.**

(A) Not later than fifteen (15) days before the Fairness Hearing, Sawyer will file with the Court a motion for final approval of the Settlement and judgment dismissing the Litigation (“Final Approval Motion”). In connection with the Final Approval Motion, Sawyer will submit to the Court a proposed Final Approval Order and judgment dismissing the Litigation.

(B) Defendant shall have the right to review and comment on the Final Approval Motion and to approve the content of the proposed Final Approval Order prior to filing. Class

Counsel will provide Defendant with copies of said documents at least five (5) days prior to filing with the Court. Class Counsel will consider Defendant's comments to the Final Approval Motion in good faith.

**2.9. Entry of Judgment.** At the Fairness Hearing, the Parties will request that the Court, among other things, (a) certify the Class for purposes of the Settlement, (b) enter Judgment in accordance with this Agreement, (c) approve the Settlement and Agreement as final, fair, reasonable, adequate, and binding on all Class Members who have not timely opted out pursuant to Section 2.5, (d) approve the Settlement and release of FLSA and IMWL claims as part of the Settlement, and (e) dismiss the Litigation with prejudice.

**2.10. Effect of Failure to Grant Final Approval.** If the Court denies the Final Approval Motion, the Parties will work together, diligently and in good faith, to remedy any issue(s) leading to such denial and to seek appellate review of the ruling or order denying the motion and/or Court approval of a renegotiated settlement (without any change to the Gross Settlement Amount). If, despite the Parties' efforts, the Court continues to deny the Final Approval Motion (or otherwise to approve the Settlement), then the Settlement will become null and void, provided that the failure by the Court or an appellate court to award or sustain the full amount of the Service Award to Sawyer or Class Counsel's attorneys' fees and expenses will not constitute a failure to approve the Settlement or a material modification of the Settlement. If the Settlement becomes null and void:

(A) The Litigation will proceed as if no settlement had been attempted, no portion of the Settlement Amount will be distributed, and the entire Settlement Amount will revert to Defendant. In that event, the class certified for purposes of settlement shall be decertified (either by the Court *sua sponte* or on a motion by Defendant, which Plaintiffs agree not to oppose), and Defendant retains all rights and defenses, including the right to contest whether the Litigation should be certified and maintained as a collective and/or class action and to contest the merits of the claims being asserted in the Litigation.

(B) Class Counsel will provide notice to Participating Class Members and any Class Members who have not timely opted out pursuant to Section 2.6 that the Agreement did not receive final approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be mailed by the Claims Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Claims Administrator in mailing the Notice.

(C) The Parties agree to share jointly the costs of the Claims Administrator fee incurred through the date the Court denies final approval.

**2.11. Releases and Consents to Join.**

(A) Each Participating Class Member will be issued a Settlement Check by the Claims Administrator from the QSF in accordance with the Final Approval Order.

(B) All Settlement Checks shall contain on the back of the check, the following limited

endorsement:

**“FINAL RELEASE OF CLAIMS:**

I irrevocably and unconditionally waive, release, and forever discharge any claim I might have against OSL Retail Services Corporation (“OSL”), and their former and present parents and subsidiaries and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives, for any and all wage-and-hour claims, rights, and causes of action, whether known or unknown, under any federal, state, or local wage and hour law, including but not limited to the Fair Labor Standards Act and the Illinois Minimum Wage Law, and including without limitation statutory, contractual, and common law claims for wages and any damages, costs, penalties, liquidated damages, punitive damages, interest, attorneys’ fees, restitution, or equitable relief to the extent relating to or deriving from a wage-and-hour claim (including claims for overtime wages and any claims for off-the-clock time or rounded time) relating to my employment at OSL from April 21, 2017 through the date of preliminary approval.

\_\_\_\_\_ Dated: \_\_\_\_\_”  
Signature

(C) If the Claims Administrator is not able to include the entire text of the limited endorsement described in Section 2.10(B), above, on the back of the Settlement Checks, the Parties will work diligently and in good faith to revise the endorsement and/or the documents attached to and/or accompanying the Settlement Checks; include the endorsement on a document attached to and/or accompanying the Settlement Checks and incorporate it on the back of the Settlement Checks by reference; and/or take other steps to effectuate both a consent to join the Litigation and a release of the claims described in the limited endorsement, above, by virtue of the recipient of a Settlement Check signing the check.

(D) The Settlement Checks will be mailed to Participating Class Members and attorneys’ fees and costs checks mailed to Class Counsel, and a check for the mediation fee mailed to Michael J. Lech, P.C. by the Claims Administrator three (3) days after the Effective Date.

(E) If a Participating Class Member does not timely cash his or her Settlement Check within the Acceptance Period, the Settlement Check will be voided, the Participating Class Member’s Settlement Award shall revert to the QSF, and no other Class Member will have any claim to that Settlement Award.

(F) The Court will retain jurisdiction over the case following the entry of the judgment for dismissal until thirty (30) days after the end of the Acceptance Period. The Claims Administrator will notify Class Counsel, and Class Counsel will notify the Court, of the expiration of the Acceptance Period.

### **3. SETTLEMENT TERMS**

#### **3.1. Settlement Terms**

(A) Defendant agrees to pay a total Gross Settlement Amount of Three Hundred and Seventy Five Thousand Dollars (\$375,000.00), which shall fully resolve and satisfy any claim for attorneys' fees and costs approved by the Court; any and all amounts to be paid to Class Members less employee-side employment/payroll taxes; any Court-approved Service Award to Sawyer; the cost of the January 18, 2021 mediation; and the Claims Administrator's fees and costs. Other than the employer payroll taxes described in Section 3.5(C), below, Defendant will not be required to pay more than the gross total of Three Hundred and Seventy Five Thousand Dollars (\$375,000.00) under the terms of this Agreement. Defendant will be responsible for Employer Payroll Taxes.

(B) Within thirty (30) days of the Effective Date if no appeal is taken, or twenty-five (25) days of the Effective Date if an appeal is taken, Defendant shall complete the deposit of the Gross Settlement Amount into the QSF ( The Claims Administrator will act as escrow agent and will have the authority to release the Settlement Amount from escrow following deposit for purposes of administering the Settlement in accordance with this Agreement.

(C) Participating Class Members will have one hundred and eighty (180) days from the date of mailing to cash their Settlement Checks (the Acceptance Period). Participating Class Members will be informed of the Acceptance Period in the Notice and on the Settlement Checks. The Claims Administrator shall notify the Parties in writing of the beginning of the Acceptance Period. A Participating Class Members may request a replacement check during this time period if that person's check was not received but this does not extend the Acceptance Period.

(D) If a Participating Class Member does not timely cash his or her check within the Acceptance Period, the Claims Administrator will void such check, the unclaimed funds shall revert to QSF and no other Class Member will have any claim to that Settlement Award or portion thereof.

(E) The Settlement Award as calculated pursuant to Section 3.4 below otherwise attributable to any Class Member who opts out of the Settlement in accordance with this Agreement will revert to the QSF Fund, and no other Class Member will have any claim to that Settlement Award. Notwithstanding the foregoing, the Parties agree that any reversion of funds related to Class Members who opt-out or do not timely cash his or her check will be distributed via a *cy pres* process to the Boys and Girls Club of America.

#### **3.2. Settlement Amounts Payable as Attorneys' Fees and Costs.**

(A) At the Fairness Hearing and Motion for Final Approval, Class Counsel will petition the Court for an award of attorneys' fees of no more than One hundred and twenty five thousand dollars (\$125,000), representing 1/3 of the Gross Settlement Amount, and, in addition, for reimbursement of their actual litigation costs and expenses, totaling up to five hundred dollars (\$500.00), to be paid from the QSF. Defendants will not oppose this application. After depositing the Settlement Amount with the Claims Administrator for the QSF, Defendant shall have no additional liability for Class Counsel's attorneys' fees and costs.

(B) The substance of Class Counsel's application for attorneys' fees and costs is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of any proceeding related to Class Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval.

### **3.3. Service Award to Sawyer.**

(A) In return for services rendered to the Class Members, at the Fairness Hearing, Sawyer will apply to the Court to receive a Service Award in the amount of \$7,500 from the QSF. Defendant will not oppose such application.

(B) If Sawyer receives a Service Award, he agrees to execute a general release of claims as provided in Section 4.1(B) below.

(C) The application for a Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the settlement of the Litigation. The outcome of the Court's ruling on the application for Service Awards will not terminate this Agreement or otherwise affect the Court's ruling on the Motion for Final Approval or for Final Judgment and Dismissal.

### **3.4. Net Settlement Fund and Allocation to Class Members.**

(A) The allocation to Class Members for Settlement Checks will be made from the Net Settlement Fund.

(B) A Class Member's proportionate share of the Net Settlement Fund (his or her "Settlement Award") will be determined by the Claims Administrator pursuant to the following formula:

A Class Member's Settlement Award:

1. \$222,436.65 of the Gross Settlement Fund is allocated to compensate Class Members' overtime damages. This represents the actual alleged unpaid overtime damages that may have been caused by the alleged failure to capture all necessary compensation. This allocation includes Class Members receiving FLSA liquidated damages and Illinois Class Members receiving additional statutory damages available under the IMWL.

2. \$152,402.25 is allocated proportionately to Class Members who appear on Exhibit 1. This allocation compensates Class Members for alleged improper time rounding. Class Members are allocated approximately \$.48 per pay-period worked –representing 4 work minutes at the current federal minimum wage and, additionally, all Class Members will receive a minimum gross payment of approximately \$11.25 in other words, if a Class Member has no overtime damages and only worked 1 pay periods (\$.48 allocation), he or shee will receive a gross amount of \$11.25.

(C) The calculation of all 12,970 Class Member Settlement Awards pursuant to this Section 3.4 shall be based on Defendant’s payroll records.

### **3.5. Tax Characterization.**

(A) For tax purposes, 50% of payments to Participating Class Members pursuant to Section 3.4 shall be treated as back wages and 50% of such payments shall be treated as interest and/or liquidated damages.

(B) Payments treated as back wages pursuant to Section 3.5(A) shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and the payee under the payee’s name and social security number on an IRS Form W-2.

Payments treated as interest and/or liquidated damages pursuant to Section 3.5(A) shall be made without withholding and shall be reported to the IRS and the payee, to the extent required by law, under the payee’s name and social security number on an IRS Form 1099.

Payments of attorneys’ fees and costs pursuant to Section 3.2 shall be made without withholding and reported to the IRS and the payee under the payee’s name and taxpayer identification number, which each such payee shall provide for this purpose, on an IRS Form 1099. Any Service Award pursuant to Section 3.3 shall be made without withholding and reported to the IRS and the payee under the payee’s name and social security number on an IRS Form 1099.

(C) Within ten (10) days after the Final Approval Order, the Claims Administrator shall inform the Parties of an estimate of all state and federal payroll taxes imposed by applicable law, including the employer’s share of the FICA tax and any federal and state unemployment tax due, with respect to the amounts treated as wages pursuant to Section 3.5(A).

(D) The employee portion of all applicable income and payroll taxes will be the responsibility of the individual Participating Class Member receiving a Settlement Check or Service Award.

(E) Neither Class Counsel nor Defendant's Counsel intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

### **3.6. Right of Parties to Rescind Settlement.**

(A) If fifteen percent (15%) or more of the Class Members file timely and valid Opt-Out Statements as described in Section 2.6, then Defendant will have the right to rescind the Settlement, and if such right is exercised, the Settlement and all actions taken in its furtherance will be null and void.

(B) A Party exercising the right to rescind the Settlement in accordance with this Section 3.6 must exercise such right within fourteen (14) days after the Claims Administrator notifies Defendant of the number of Opt-out Statements received that meet the threshold described in Section 3.6(A), above.

(C) The Party (if any) that first exercises its or their right to rescind the Settlement in accordance with this Section 3.6 will be responsible for the Claims Administrator fees incurred through the date of rescission or thereafter.

## **4. RELEASE**

**4.1. Release of Claims.** By operation of the entry of the Judgment and final approval, and except as to such rights or claims as may be created by this Agreement,

(A) Each Class Member who does not timely opt out pursuant to this Agreement irrevocably and unconditionally waives, releases, and forever discharges any claim against OSL Retail Service Corporation, and its former and present parents and subsidiaries and their officers, directors, employees, partners, shareholders and agents, and any other successors, assigns, or legal representatives (collectively, the "Released Parties") from any and all wage-and hour claims, rights, and causes of action, whether known or unknown, under the Fair Labor Standards Act and any state labor or employment law, including but not limited to the Illinois Minimum Wage Act, including without limitation statutory, constitutional, contractual, and common law claims for wages and any damages, costs, penalties, liquidated damages, punitive damages, interest, attorneys' fees, restitution, or equitable relief to the extent relating to or deriving from a wage-and-hour claim, including claims for minimum wages, overtime wages, claims based on deductions from wages, including rounding or off-the-clock work claims, any other claims for civil and/or statutory penalties, and any other claims for wages relating to his or her employment with OSL Retail Services Corporation as an hourly, non-exempt Mobile Expert, or any other substantially similar position, including but not limited to Team Leads up to and including the date of the Preliminary Approval Order (the "Released Claims"). The Released Claims relate to Class Members' employment with OSL Retail Services Corporation from April 21, 2017 through the date of the Preliminary Approval Order.

(B) In addition to the Released Claims, if Sawyer receives a Service Award he will irrevocably and unconditionally waive, release, and forever discharge any and all common law contract, tort, or other claims, including but not limited to claims for discrimination, harassment, retaliation, wrongful termination, failure to prevent retaliation or discrimination or harassment, any wage-and-hour claims under both federal and state law, any breach of contract, breach of implied covenant of good faith and fair dealing, fraud, intentional misrepresentation, constructive fraud, intentional infliction of emotional distress, as well as all claims under Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans with Disabilities Act, the Employee Retirement Income Security Act of 1974, the Family and Medical Leave Act, the Illinois Human Rights Law, the Chicago Human Rights Ordinance, and any other domestic or foreign laws, statutes, regulations or ordinances from the beginning of time through the date of the Preliminary Approval Order. (“General Release”).

(D) Except as provided in this Agreement, Class Counsel, Plaintiffs, and Sawyer (on behalf of the Class Members individually and collectively) hereby irrevocably and unconditionally release, acquit, and forever discharge any claim that he, she or they may have against Defendant for attorneys’ fees or costs associated with Class Counsel’s representation of the Class Members. Class Counsel further understands and agrees that any fee payments approved by the Court will be the full, final and complete payment of all attorneys’ fees and costs associated with Class Counsel’s representation in the Litigation.

**4.2. Non-Admission of Liability.** Defendant has agreed to the terms of Settlement herein without in any way acknowledging any fault or liability, and with the understanding that terms have been reached because this Settlement will avoid the further expense and disruption of Defendant’s business due to the pendency and expense of litigation, and put the claims in the Litigation finally to rest. Nothing in this Agreement shall be deemed or may be used as an admission of liability by Defendant, or as an admission that a class or collective should be certified for any purpose other than settlement purposes.

## **5. INTERPRETATION AND ENFORCEMENT**

**5.1. Cooperation Between the Parties; Further Acts.** The Parties shall reasonably cooperate with each other and shall use their reasonable best efforts to obtain the Court’s approval of this Agreement and all of its terms. Each party, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this Agreement.

**5.2. No Assignment.** Class Counsel and Plaintiff, on behalf of themselves and the individual Class Members, represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.



**5.3. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

**5.4. Binding Effect.** This Agreement shall be binding upon the Parties and, with respect to Plaintiff, his spouse, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.

**5.5. Waiver of Unknown Claims.** It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all Released Claims which were or which could have been asserted in this Action against the Released Parties, whether known or unknown, liquidated or unliquidated, to the extent relating to or deriving from a wage-and-hour claim (including claims for overtime wages or any other wages) relating to Plaintiff's, as all others similarly situated, Employment as a hourly, non-exempt Mobile Expert, and any other substantially similar positions, including but not limited to Team Leads, up to and including the date of the Preliminary Approval Order. Plaintiff may hereafter discover facts in addition to or different from those which he now knows or believes to be true with respect to the subject matter of the Released Claims, but upon the entry of the Judgment, Plaintiff shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all Released Claims, on behalf of himself and all other similarly situated, known or unknown, suspected or unsuspected, contingent or non-contingent, whether or not concealed or hidden, which then exist, or heretofore have existed upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct which is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts.

**5.6. No Publicity.** Class Counsel shall do nothing to publicize this Settlement or use it for marketing purposes, including on websites or on the Internet or in any form of press whatsoever. Notwithstanding the foregoing, it shall not violate the Parties' agreement for Class Counsel to identify this settlement in any press or website in a manner that ensures that OSL cannot be identified as the employer—*e.g.* by identifying the employer with no more detail than referring to it as a "retail staffing agency."

**5.7. Arms' Length Transaction; Materiality of Terms.** The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

**5.8. Captions.** The captions or headings of the Sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

**5.9. Construction.** The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each party participated jointly in the drafting of this

Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any party by virtue of draftsmanship.

**5.10. Blue Penciling.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.

**5.11. Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of Illinois, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.

**5.12. Stay.** The Parties agree to stay all proceedings in the Litigation and to toll all statutes of limitations, except such proceedings as may be necessary to implement and complete the Settlement, in abeyance pending the Fairness Hearing.

**5.13. Continuing Jurisdiction.** The Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

**5.14. Waivers, etc. to Be in Writing.** No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any party to insist upon the strict performance by the other party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**5.15. When Agreement Becomes Effective; Counterparts.** This Agreement shall become effective upon its execution. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.

**5.16. Signature of the Representative Plaintiff.** This Agreement is valid and binding upon the signatures of Defendant's authorized representative and Plaintiff. Class Counsel shall deliver this Agreement to Plaintiff for his signature and shall deliver copies of his signature pages to Defendant's Counsel within three (3) business days of this Agreement becoming valid and binding pursuant to this Section, or as soon thereafter as practicable.

**5.17. Facsimile and Email Signatures.** Any party may execute this Agreement by causing its counsel to sign on the designated signature block below and transmitting that signature page via facsimile or email to counsel for the other party. Any signature made and

transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

**ACCEPTED AND AGREED BY:**

**OSL Retail Services Corporation**

By:  \_\_\_\_\_

Its: ANTOINE ADAMS. \_\_\_\_\_

DATED: 04/29, 2021

*Patrick Sawyer*

\_\_\_\_\_  
**PATRICK LAMONT SAWYER**

DATED 04/16/2021, 2021





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