

GLOBAL CLASS ACTION SETTLEMENT AGREEMENT

This Global Class Action Settlement Agreement (the “**Agreement**”) is made and entered into by and between Plaintiffs Michael Lange (“**Lange**”), Andrew DeSarno (“**DeSarno**”), Joseph Sannutti (“**Sannutti**”), John Holahan (“**Holahan**”), Bradley Gale (“**Gale**”), Timothy Quick (“**Quick**”), Malcolm Lapone (alternatively referred to in company records by his former name, Malcolm Scott Bertram, Jr., and referred to herein as “**Lapone**”), Matthew Colombo (“**Colombo**”), Keith Locascio (“**Locascio**”), Kristine Kavanaugh (“**Kavanaugh**”), David Bubar (“**Bubar**”), Katharine Jablonski (“**Jablonski**”), Giselle Vargas (“**Vargas**) and Nelson Ramirez (“**Ramirez**”) (collectively “**Plaintiffs**”), on behalf of themselves and all putative class members proposed in this Agreement, on the one hand, and W.B. Mason Co., Inc. (“**WBM**”), Leo Meehan, Chris Meehan, Steve Greene, John Greene and Roger Ahlfeld, on the other.

WHEREAS, on April 2, 2021, Lange, and DeSarno filed a putative class action against WBM in the Superior Court of Middlesex Law Division, which WBM timely removed to the United States District Court for the District of New Jersey, styled *Michael Lange, et al. v. W.B. Mason Co, Inc., et al.*, 21-cv-10955 (the “**New Jersey Action**”);

WHEREAS, the New Jersey Action asserts claims on behalf of a putative class of New Jersey-based WBM sales representatives alleging WBM breached an alleged written contract, committed common law fraud, was unjustly enriched and wrongfully withheld earned but unpaid commissions and other amounts in violation of New Jersey common law and the New Jersey Wage Payment Law (“**NJWPL**”) § 34:11-4.1, *et seq.*;

WHEREAS, on April 28, 2021, Sannutti, Holahan, and Gale filed a putative class action against WBM in the Court of Common Pleas, Philadelphia County, which WBM timely removed to the United States District Court for the Eastern District of Pennsylvania, styled *Joseph Sannutti, et al. v. W.B. Mason Co, Inc., et al.*, 21-cv-02436 (the “**Pennsylvania Action**”);

WHEREAS, the Pennsylvania Action asserts claims on behalf of a putative class of Pennsylvania-based WBM Account Executives alleging WBM breached an alleged written contract, committed common law fraud, was unjustly enriched and wrongfully withheld earned but unpaid commissions and other amounts in violation of Pennsylvania common law and the Pennsylvania Wage Payment Collection Law (“**PWPCL**”) 43 P.S. § 260.1 *et seq.*;

WHEREAS, on April 8, 2021, Quick, Lapone, Colombo and Locascio filed a putative class action against WBM in the Supreme Court of New York, styled *Timothy Quick, et al. v. W.B. Mason Co, Inc., et al.*, INDEX NO. 652346/2021 (the “**New York State Action**”).

WHEREAS, the New York State Action initially asserted claims on behalf of a putative class of New York-based WBM Account Executives alleging WBM breached an alleged written contract, committed common law fraud, was unjustly enriched and wrongfully withheld earned but unpaid commissions and other amounts in violation of New York common law and the New York Labor Law (“**NYLL**”) §190 *et seq.*;

WHEREAS, on June 3, 2022, Jablonski, Vargas and Ramirez filed a putative class action against WBM in the United States District Court for the Eastern District of New York, styled *Katherine Jablonski, et al. v. W.B. Mason Co, Inc., et al.*, 21-cv-02436 (the “**New York Federal Action**”);

WHEREAS, the New York Federal Action asserts claims on behalf of a putative class of New York-based WBM Account Executives alleging WBM breached an alleged written contract, committed common law fraud, was unjustly enriched and wrongfully withheld earned but unpaid commissions and other amounts in violation of New York common law and the NYLL;

WHEREAS, by Order dated June 8, 2022, the Supreme Court of New York (Hagler, J.) endorsed the decision of Quick, Lapone, Colombo and Locascio to dismiss voluntarily the New York State Action’s class action allegations in favor of permitting Quick, Lapone, Colombo and Locascio to pursue their claims individually;

WHEREAS, on March 29-30, 2022, Plaintiffs and WBM (collectively “**the Parties**”) participated in a two-day mediation before The Honorable Joel Schneider U.S.M.J. (Ret.) of Montgomery McCracken Walker & Rhoads LLP, a prominent and well-respected former federal judge and, now, mediator in wage and hour and employment-related class and collective litigation. Although the Parties did not reach an agreement at the mediation, they continued to engage in arms-length negotiations which, on August 31, 2022, resulted in the Parties reaching a global agreement to resolve all pending disputes between them;

WHEREAS, WBM denies is has committed any wrongdoing or violated any state or federal law pertaining to payment of wages, commissions, hours of work, or earnings in any form, and has vigorously defended the claims asserted by Plaintiffs;

WHEREAS, to avoid the expense and burden of further litigation, the Parties now desire to resolve any and all wage and/or commission-related claims, state or federal, that were or could have been asserted by Plaintiffs on behalf of anyone who held a position with WBM as an Account Executives (defined below) in the States of New Jersey, New York, and/or Pennsylvania at any point from the operative statute of limitations commencement date through the date of final approval of this class settlement;

WHEREAS, for purposes of settlement only, Plaintiffs agree to dismiss voluntarily and without prejudice the Pennsylvania Action and the New York State and Federal Actions and amend the New Jersey Action to include such claims so the administration of the three proposed settlement classes can proceed together in one Consolidated Class Action in the District of New Jersey;

WHEREAS, for purposes of settlement, WBM represents there are approximately 273 individuals who have or could have asserted the claims identified in the preceding paragraph who have not already asserted those claims and/or adjudicated those claims, including 83 New Jersey Sales Reps.; 145 New York Sales Reps.; and 45 Pennsylvania Sales Reps.;

WHEREAS, WBM denies it has committed any wrongdoing or violated any state or federal law pertaining to payment of wages, commissions, hours of work, or earnings in any form, and has vigorously defended the claims asserted by Plaintiffs;

NOW, THEREFORE, in consideration of the foregoing and the promises contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS.

In addition to various terms defined elsewhere, the terms listed in this Section shall have the meanings ascribed to them for purposes of this Agreement:

- 1.1 **Account Executive** means: (1) any individual who worked for WBM as an Account Executive primarily based or working in New York at any point from April 2, 2015 through the date Class Notice is distributed; (2) any individual who worked for WBM as an Account Executive primarily based or working in New Jersey at any point from April 2, 2015 through the date Class Notice is distributed; or (3) any individual who worked for WBM as an Account Executive primarily based or working in Pennsylvania at any point from April 28, 2017 through the date Class Notice is distributed.
- 1.2 **Attorneys' Fees and Litigation Costs** means all fees and costs incurred in connection with Plaintiffs' prosecution and settlement of the Action, including attorneys' fees (of any firm or attorney), court expenses, expert fees, costs related to preparation to file the Action, costs related to preparation and administration of the settlement (defined below as Settlement Administration Costs) and any and all other costs and expenses incurred in any way in connection with the prosecution or settlement of Plaintiffs' claims against WBM.
- 1.3 **Claim Form** means the form attached to the Class Notice which requests Settlement Class Members to indicate whether they wish to participate in the settlement.
- 1.4 **Class Counsel** means the attorneys of Karpf, Karpf & Cerutti, P.C., 3331 Street Road., Suite 128, Two Greenwood Square, Bensalem, PA, 19020.
- 1.5 **Class Notice** means the draft notice of the Parties' proposed settlement, attached as Exhibit 1 to the Motion for Preliminary Approval.
- 1.6 **Defendant's Counsel or WBM's Counsel** means Greenberg Traurig LLP. For purposes of providing any notices required under this Agreement, Defendant's Counsel shall refer to James N. Boudreau, Greenberg Traurig LLP, 1717 Arch St., Ste. 400, Philadelphia, PA, 19103.
- 1.7 **Final Approval Order** means the order entered by the United States District Court for the District of New Jersey that finally and unconditionally approves of the

settlement, grants final certification of the Settlement Classes for settlement purposes only, authorizes payment to Participating Settlement Class Members, the Settlement Administrator, and Class Counsel, as provided for in this Agreement, fully and finally extinguishes the Released Claims as set forth herein, and dismisses the Consolidated Class Action in its entirety with prejudice and without costs (except as otherwise provided herein), with the Court retaining jurisdiction over the Consolidated Class Action for purposes of ensuring compliance with the terms of this Agreement and any order of the Court issued in connection therewith.

- 1.8 **Maximum Settlement Amount** means the maximum amount that may be paid under this Agreement, inclusive of all payments made to: (a) Settlement Class Members; (b) any service payments paid to Plaintiffs; (3) any Attorneys' Fees and Litigation Costs paid to Class Counsel; (4) any settlement administration costs paid by Class Counsel for the Settlement Administrator's services (including preparing and mailing requisite CAFA notices); and (5) any payments of penalties, interest, and/or taxes whether employee-side or employer-side.
- 1.9 **New Jersey Settlement Class or New Jersey Settlement Class Member** means individuals who worked for WBM as an Account Executive primarily based or working in New Jersey at any point from April 2, 2015 through the date Class Notice is distributed and have not previously released and/or adjudicated any of the Released Claims.
- 1.10 **New York Settlement Class or New York Settlement Class Member** means individuals who worked for WBM as an Account Executive primarily based or working in New York at any point from April 2, 2015 through the date Class Notice is distributed and have not previously released and/or adjudicated any of the Released Claims.
- 1.11 **Notice Period** means the period beginning on the date the Settlement Administrator mails notice of the Parties' settlement, as provided for in Section 8, and ending on the date sixty (60) days thereafter, except that in the event of the return of a notice as undeliverable, the Settlement Administrator is authorized to skiptrace and remail the notice and the recipient shall have thirty (30) days to opt-in from the date of remail. The Notice Period may only be extended under these circumstances or upon written agreement and consent of all Parties.
- 1.12 **Participating Settlement Class Member** means any Settlement Class Member who elects to participate in the Rule 23 Consolidated Class Action Settlement by submitting a timely and valid Claim Form.
- 1.13 **Pennsylvania Settlement Class or Pennsylvania Settlement Class Member** means individuals who worked for WBM as an Account Executive primarily based or working in Pennsylvania at any point from April 28, 2017 through the date Class Notice is distributed and have not previously released and/or adjudicated any of the Released Claims.

- 1.14 **Preliminary Approval Order** means an order entered by the United States District Court for the District of New Jersey that provisionally certifies the Rule 23 Settlement Class for settlement purposes only, for the purposes of providing notice as described in Section 8, that preliminarily approves of the Parties' proposed settlement, that requires any requests for exclusion from the settlement or objections to the settlement to be postmarked and received by the last day of the Notice Period, and that sets a date for a hearing concerning final approval of the settlement (the "**Final Approval Hearing**") no sooner than 100 days but no later than 125 days after entry of the Preliminary Approval Order.
- 1.15 **Qualified Settlement Fund or QSF** means a qualified settlement fund within the meaning of Treasury Regulation § 1.468B-1, *et seq.*, set up by the Settlement Administrator for administration of the Rule 23 Class Settlement.
- 1.16 **Released Claims** means those claims released by all Settlement Class Members as set forth in Section 5.3.
- 1.17 **Released Parties** means WBM and its parent companies, subsidiaries, affiliates, benefit plans, plan fiduciaries and/or administrators, business units, shareholders, members, and all of its and their predecessors and successors, officers, directors, agents, attorneys employees and assigns, and all persons acting through, under or in concert with them, including Leo Meehan, Chris Meehan, Steve Greene, John Greene, and Roger Ahlfeld.
- 1.18 **Rule 23 Settlement Class, Rule 23 Settlement Class Members, or Settlement Class Members** refers to all New Jersey, New York, and Pennsylvania Settlement Class Members.
- 1.19 **Rule 23 Settlement Class Maximum Settlement Amount** means the maximum amount payable to the Rule 23 Settlement Class, or Four Million One Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,150,000.00).
- 1.20 **Rule 23 Class Net Settlement Amount** means the Rule 23 Settlement Class Maximum Settlement Amount less any amounts payable pursuant to this Agreement as employer-side payroll taxes (which are paid out of the QSF) and any amounts approved by the Court and paid to Plaintiffs as Service Awards.
- 1.21 **Service Award Plaintiffs** means DeSarno, Lange, Kavanaugh, Locascio, Quick, Holahan, Gale, and Sannutti.
- 1.22 **Settlement Administrator** means Analytics, LLC, the entity jointly selected by the Parties to provide notice, including any required CAFA notices, to the Settlement Classes (as defined herein) and to administer all payments and withholdings authorized under the terms of this Agreement.
- 1.23 **Settlement Effective Date** means the date after which the Final Approval Order will be final and no longer subject to appeal. Specifically:

- a. If no appeal is taken, on the date on which the time to appeal (including any possible extension of time to appeal) has expired (thirty-one (31) days absent a court-approved extension); or
 - b. If an appeal is taken, the date on which all appeals, including petitions for rehearing or re-argument, petitions for rehearing *en banc* and petitions for certiorari or any other form of review, have been finally disposed of, such that the time to appeal (including any potential extension of time) has expired.
- 1.24 **Settlement Payment** means a unit of monetary value derived by the following calculation(s) for purposes of allocation of settlement payments to the Rule 23 Settlement Class Members. Each Class Member is eligible to receive a settlement payment equal to the aggregate total of the following amounts:
- a. To the extent WBM issued any payroll checks in 2021 to Class Members for alleged amounts owed but not paid, each Class Member shall receive an additional amount based on the applicable state wage law in the state in which the Class Member worked.
 - b. The remainder of the Rule 23 Settlement Class Maximum Settlement Amount shall be allocated to each Class Member based upon their respective number of months worked within the statutory look-back period in their respective state(s).

2. **CONSOLIDATION OF CLAIMS/AMENDED COMPLAINT IN NEW JERSEY ACTION**

For purposes of the efficient administration of settlement, the Parties agree to dismiss voluntarily without prejudice the New York State and Federal Actions and the Pennsylvania Action, and to amend the Complaint in the New Jersey Action to assert all claims asserted in the New York State and Federal Actions and the Pennsylvania Action in order to effectuate a consolidated global settlement of Plaintiffs' claims in the New Jersey Action. The Parties consent to United States Magistrate Judge Douglas E. Arpert of the District of New Jersey, for purposes of approving and administering the settlement. The Parties shall cause to be filed a joint stipulation to amend the New Jersey Action to include all claims asserted in the New York State and Federal Actions and the Pennsylvania Action. The Parties agree and acknowledge that jurisdiction is proper in the District of New Jersey pursuant to 28 U.S.C. § 1332(a) and 1367. Plaintiffs and WBM further represent and warrant there is complete diversity amongst and between WBM and each named-Plaintiff and/or Class Representative. Should the settlement fail for any reason, all cases, including the New York State and Federal Actions and the Pennsylvania Action, will revert to their exact status as of the date immediately preceding execution of this Agreement, including a relation back of the limitations periods to the original date of each Action's filing.

3. **NO ADMISSION OF LIABILITY AND NO CONCESSION AS TO THE MERITS.**

WBM enters into this Agreement to avoid the risks, uncertainty, expense and burden of further litigation. WBM denies it violated the law in any manner and specifically denies it

violated any statutory or common law as Plaintiffs allege. The Parties agree and acknowledge that neither this Agreement nor their settlement shall be alleged or construed by anyone to be an admission of any violation of any federal, state or local statute, ordinance, or regulation, or of any duty owed by WBM to current or former employees, and that the sole purpose of this Agreement is to avoid the cost of further litigation. This Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except in a proceeding to approve, interpret, or enforce its terms.

4. MAXIMUM SETTLEMENT AMOUNT AND ALLOCATION.

4.1 **Maximum Settlement Amount.** The Maximum Settlement Amount means the maximum amount that may be paid by WBM under this Agreement, (inclusive of all payments made to eligible Settlement Class Members), to Plaintiffs, (including any service awards paid to Plaintiffs), to Class Counsel for attorneys' fees and costs, to the Settlement Administrator for any and all settlement administration costs, including CAFA notices, and of penalties, interest, and any and all payroll taxes.

The Maximum Settlement Amount is equal to Five Million Six Hundred Fifty Thousand Dollars and Zero Cents (\$5,650,000.00). In no event shall WBM be liable for more than the Maximum Settlement Amount pursuant to this settlement. The Maximum Settlement Amount shall be allocated as described in Section 4.

4.2 **Attorneys' Fees And Litigation Costs.**

- a. In connection with moving for preliminary approval and again at final approval, Class Counsel will seek court approval of, and WBM will not oppose, either at preliminary approval or final approval, Class Counsel's request for attorneys' fees and reasonable litigation costs incurred by Class Counsel in litigation and settlement of the Consolidated Class Action in an amount not to exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00).
- b. Any Attorneys' Fees and Litigation Costs, including the Settlement Administrator costs, approved and paid as part of this settlement shall be paid from the Maximum Settlement Amount and not exceed One Million Five Hundred Thousand Dollars and Zero Cents (\$1,500,000.00).
- c. The Parties understand and agree that the terms and enforceability of this settlement and Agreement shall not be affected, prevented, or limited should a court, in its discretion, reduce or in any way limit the agreed-upon Attorneys' Fees and Litigation Costs awarded to Class Counsel. Class Counsel agrees that they may not object to or withdraw from the settlement should such a court-mandated reduction in Attorneys' Fees and Costs take place.
- d. The Settlement Administrator shall issue Class Counsel an IRS Form 1099 for the payment of Attorneys' Fees and Litigation Costs, as required by law.

- e. Attorneys' Fees and Litigation Costs shall be paid directly to Class Counsel, by wire transfer from the QSF, within fourteen (14) calendar days after the Settlement Effective Date.
- 4.3 **Payroll Taxes.** The Settlement Administrator shall pay to appropriate taxing agencies from the QSF any and all employer-side payroll tax obligations attributable to WBM as a result of any payments from the QSF to Participating Settlement Class Members. WBM shall have no obligation to pay any employer-side payroll taxes on any settlement payments made to Participating Settlement Class Members that are not funded by the settlement funds deposited in the QSF.
- 4.4 **Service Payments.**
- a. As part of the motion for preliminary approval and then again at final approval, Class Counsel will petition for an award of service payments to the Service Award Plaintiffs, in the maximum amounts set forth below in Paragraph 4.4(e).
 - b. Any service payments awarded to the Service Award Plaintiffs shall be paid from the Maximum Settlement Amount.
 - c. Any service payments awarded to the Service Award Plaintiffs shall be in addition to any payments they are entitled to receive as Settlement Class Members under Section 4.6
 - d. Any service payments awarded by the Court shall be distributed by the Settlement Administrator in separate checks mailed contemporaneously with the mailing of checks pursuant to Section 11. Such service payment checks shall be allocated 100% as non-wage income, for which a Form 1099 shall issue to the Service Award Plaintiffs and shall be reported to state and federal taxing authorities as such. These checks will expire 180 calendar days after the date of issuance, but a failure to deposit or cash a check within this time shall have no effect on the Service Award Plaintiffs' release of Released Claims pursuant to Section 5. Such amounts will revert to WBM on the one hundred eighty-first (181st) day.
 - e. In exchange for Service Award Plaintiffs agreeing to a general release of all claims arising out of their WBM employment that was or could have been asserted, WBM will not oppose any request by Class Counsel for service payments to the Service Award Plaintiffs up to the following amounts:
 - i. Kristine Kavanaugh - \$4,000.00
 - ii. Keith Locascio - \$5,000.00
 - iii. John Holahan - \$7,500.00
 - iv. Joseph Sannutti - \$1,500.00
 - v. Andrew DeSarno - \$15,000.00
 - vi. Bradley Gale - \$2,500.00
 - vii. Timothy Quick - \$2,000.00

viii. Michael Lange - \$2,500.00

- f. If the Court does not approve the entire amount of service payments requested by Class Counsel, the outstanding and unapproved portion of the total requested amount shall be included in the Net Settlement Amount for distribution to Participating Rule 23 Class Members.

4.5 **Settlement Administration Costs.** As agreed to by the Parties, settlement administration costs, including but not limited to the costs of printing, distributing, and tracking documents for this settlement; distributing notices and settlement payments to Participating Settlement Class Members; providing necessary reports and declarations; and other duties and responsibilities necessary to administer this settlement, shall be paid out of the amount awarded to Class Counsel as Attorneys' Fees and Litigation Costs as set forth in Section 4.2(a) (meaning Settlement Administration Costs will not reduce the Rule 23 Class Net Settlement Fund). Such Settlement Administration Costs shall be paid by wire transfer from the QSF within 180 calendar days after the Settlement Effective Date. Settlement Administration Costs do not include time expended by or costs incurred by WBM or its counsel.

4.6 **Rule 23 Class Net Settlement Amount.**

- a. The Rule 23 Class Net Settlement Amount is equal to the Rule 23 Settlement Class Maximum Settlement Amount (Four Million One Hundred and Fifty Thousand U.S. Dollars and Zero Cents (\$4,150,000.00) less any amounts payable pursuant to this Agreement as employee and employer-side payroll taxes and amounts approved by the Court and paid to Plaintiffs as Service Awards. In no event shall WBM be liable to the Rule 23 Settlement Class Members collectively for more than the Rule 23 Class Net Settlement Amount. WBM shall be entitled to retain any portion of the Rule 23 Class Net Settlement Amount that is not actually paid to Rule 23 Settlement Class Members.
- b. With respect to any payments of the Rule 23 Class Net Settlement Amount to Participating Rule 23 Settlement Class Members, one-half (1/2) shall be deemed wages subject to Form W-2 reporting and one-half (1/2) shall be deemed liquidated damages subject to Form 1099 reporting. The Settlement Administrator shall be responsible for issuing to participating Rule 23 Settlement Class Members a form W-2 for the amounts deemed wages, and an IRS Form 1099 for amounts allocated as penalties.
- c. The formula utilized for distribution has been agreed upon by the Parties and is set forth in Section 1.24(a) – (b).
- d. Payments from the Rule 23 Net Settlement Amount to Participating Rule 23 Settlement Class Members shall be reduced as necessary to account for mandatory payroll withholdings, including employer-side payroll taxes. Recipients of payments pursuant to this Agreement are exclusively responsible

for all tax obligations, which shall be paid by the Settlement Administrator from the Rule 23 Maximum Settlement Amount.

5. RELEASES.

- 5.1 **General Release By Plaintiffs.** As of the Settlement Effective Date, in consideration for the promises set forth in this Agreement, including the service payments, each Plaintiff, individually and on behalf of his/her successors, assigns, agents, executors, heirs, and personal representatives, voluntarily waives and releases any and all claims, obligations, demands, actions, rights, causes of action and liabilities against the Released Parties of whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, state, federal and/or local law, statute, ordinance, regulation, constitution, common law, or other source of law or contract, whether known or unknown and whether anticipated or unanticipated, including all claims arising from or relating to any and all acts, events and omissions occurring before the date of the signing of this Agreement, including but not limited to, all claims which relate in any way to Plaintiffs' employment and/or separation of employment with WBM or any of the Released Parties.
- 5.2 **Specific Release of ADEA Claims.** In further consideration of the payments and benefits provided to Plaintiffs in this Agreement, Plaintiffs irrevocably and unconditionally waive, release, and discharge the Released Parties from any and all claims, whether known or unknown, arising under the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. § 621 *et seq.*, as amended, and its implementing regulations. By signing this Agreement, Plaintiffs acknowledge and confirm that they:
- a. have read this Agreement in its entirety and understand all of its terms;
 - b. have been advised in writing to consult with an attorney and have in fact consulted with an attorney before signing this Agreement;
 - c. knowingly, freely, and voluntarily agree to all of the terms and conditions set out in this Agreement including, without limitation, the waiver, release, and covenants contained in it;
 - d. are executing this Agreement, including the waiver and release, in exchange for good and valuable consideration in addition to anything of value to which Plaintiffs are otherwise entitled;
 - e. were given at least twenty-one (21) days to consider the terms of this Agreement and to consult with an attorney of their choice regarding the terms of this Agreement before signing it, although any Plaintiff may sign the Agreement sooner if desired;
 - f. understand and agree that if the Parties agree to revise this Agreement in any manner, regardless of whether those revisions are material, such revisions will

not restart the running of the 21-day consideration period set forth in Section 5.3(e) above;

- g. understand that they have seven (7) days from the date of signing this Agreement to revoke it by delivering notice of revocation to James N. Boudreau Esq., Greenberg Traurig LLP, 1717 Arch St., Ste. 400, Philadelphia, PA, boudreauj@gtlaw.com by email; and
- h. understand that the release in this paragraph does not apply to rights and/or claims that may arise after the date on which Plaintiff signs this Agreement.

5.3 **Release by Settlement Class Members.** As of the Settlement Effective Date, and in exchange for the opportunity to participate in this settlement and regardless of whether they in fact participate, all Settlement Class Members (including Plaintiffs) forever, fully, irrevocably and unconditionally release and discharge the Released Parties from all claims, causes of action, and legal theories of relief that were alleged, or could have been alleged, or otherwise raised in the Consolidated Class Action, from April 2, 2015 until the date of the Final Approval Order (the “**Released Claims**”). The Released Claims include, but are not limited to: (a) failure to pay minimum wages; (b) failure to pay all wages or amounts due in any form, including commissions, bonuses and overtime payments; (c) failure to timely pay wages due or final wages due; (d) any and all claims that can or could be brought pursuant to the FLSA, the NYLL, the NJWPL, the PWPCCL, or any similar law; (d) breach of contract; (e) fraud; (f) unjust enrichment; and (g) any and all other damages, penalties, including interest, costs (including attorney’s fees), and other amounts recoverable under said wage and hour claims or causes of action as to the facts and/or legal theories alleged or which could have been alleged in the operative Amended and Consolidated Class Action Complaint. The period of the Released Claims extends to the date of the Final Approval Order.

5.4 All Settlement Class Members understand and agree that the release set forth in Paragraph 5.3 is a full and final release of all Released Claims that are presently known, anticipated, or disclosed to the Settlement Class Members, as well as those that are presently unknown, unanticipated, or undisclosed to the Settlement Class Members.

5.5 To release claims under the Fair Labor Standards Act (“FLSA”) that were or could have been asserted in the Action based on the facts, claims, causes of action or legal theories described above or as pleaded in the Action, each settlement check shall be affixed with the following language on the back: “I have received and read the Class Notice in *Michael Lange, et al. v. W.B. Mason Co., Inc., et al.* By negotiating this check and accepting payment, I: (i) consent to join this lawsuit; (ii) elect to participate in the Settlement; and (iii) agree I have waived and released the Released Parties from all Released Claims as defined in the Settlement Agreement and Notice. This Release shall become effective on the date I sign this settlement check.”

6. PRELIMINARY APPROVAL OF SETTLEMENT.

All terms of this Agreement are contingent upon final approval of the Parties' settlement and final certification by the Court of the proposed Settlement Classes for settlement purposes only. The Parties agree to cooperate and take all steps necessary and appropriate to obtain a Preliminary Approval Order and a Final Approval Order and to otherwise effectuate all aspects of this Agreement. Before filing the Parties' Joint Preliminary Approval Motion, and for purposes of calculating Settlement Class Member distributions only, WBM produced to Class Counsel, subject to a protective order, anonymized employee history and earnings data for all Rule 23 Settlement Class Members and Class Counsel reviewed and relied on such data in deriving the Settlement Amount for each Class Member.

6.1 **Class Certification for Settlement Purposes Only.** WBM stipulates to Rule 23 and final FLSA certification of the Rule 23 Settlement Classes for settlement purposes only. If the Court does not grant either preliminary or final approval of this settlement pursuant to the terms of this Agreement, the Parties stipulate that class certification will be revoked without prejudice to any Party.

- a. If the Court does not enter a Final Approval Order or the settlement does not occur, WBM expressly reserves its right to challenge the propriety of class certification for any purpose as if the Parties had never entered into this Agreement.
- b. The proposed form of class certification order shall expressly state the Parties and Class Counsel agree certification of the Rule 23 Settlement Classes is a certification for settlement purposes only, and that WBM retains its right to object to class certification in each and any Action or in any other putative class or representative action.
- c. The Parties and Class Counsel agree that, if approved, certification of the Rule 23 Settlement Class Classes is in no way an admission by WBM that certification is proper in the Consolidated Class Action, any predecessor Action, or in any other putative class/representative action. The Parties and Class Counsel further agree that the certification of the Rule 23 Settlement Class for settlement purposes, and all documents related thereto, including this Agreement and all accompanying exhibits and all orders entered by the Court in connection with this Agreement, shall not be admissible in any judicial, arbitral, administrative, investigative, or other court, tribunal, forum, or other proceeding, including without limitation the Consolidated Class Action, any predecessor Action, or in any other putative class/representative action.

6.2 **Motion for Preliminary Approval of Settlement.**

- a. The Parties agree they will sign a mutually agreeable Joint Motion for Rule 23 Settlement Class Certification and Preliminary Approval of Class Action Settlement (the "**Joint Motion for Preliminary Approval**") seeking class

certification for settlement purposes only and preliminary approval of the Parties' proposed class action settlement. Plaintiffs will file the Joint Motion as directed by the Court.

- b. The Parties agree that if the Court does not approve any material term in the Parties' Joint Motion or requires as a condition to granting the Joint Motion any term that effects a material change in this Agreement, then this Agreement may be voided at either Party's option. The Parties further agree that WBM being required to pay any amount greater than the amount specified in Section 4 shall be deemed a material change that will allow WBM (at its option) to void the settlement and this Agreement.

7. NOTICES MANDATED BY STATUTE.

- 7.1 Upon the filing of the Joint Motion for Preliminary Approval, the Parties will instruct the Settlement Administrator to mail notices of the Parties' proposed settlement to all "appropriate federal officials" and "appropriate state officials" (collectively, "Government Officials") no later than ten (10) days thereafter as required by 28 U.S.C. § 1715.
- 7.2 The Settlement Administrator, with WBM's assistance, shall prepare the notices referenced in the preceding Section, which shall include the information required by 28 U.S.C. § 1715.
- 7.3 The mailings described in this Section shall not be subject to the non-disclosure obligations in Section 12, and neither Party shall be deemed in breach of those non-disclosure obligations as a result of the Settlement Administrator's mailing of such materials to the Government Officials or as a result of any other disclosures made to Government Officials regarding such mailings.

8. NOTICE TO SETTLEMENT CLASS MEMBERS.

- 8.1 **Class Member Data.** Within seven (7) calendar days after the Court grants Preliminary Approval of the Parties' proposed settlement, WBM will provide the Settlement Administrator with a list, in electronic form, of the names, last known addresses, dates of employment, and compensation information, of all Settlement Class Members. The data provided by WBM to the Settlement Administrator pursuant to this Agreement (other than address information) shall be presumed to be accurate unless otherwise challenged by a Settlement Class Member as provided in Section 8.3
- 8.2 **Mailing of Notices.**
 - a. Within twenty-eight (28) calendar days of the Court granting Preliminary Approval of the Parties' proposed settlement, the Settlement Administrator will compile and mail the Class Notice to Settlement Class Members. The Class Notice will set forth a summarized version of the formula by which each Class

Member's settlement amount is calculated, the Rule 23 Settlement Class Members' dates of employment, instructions for participating in the settlement, including a Claim Form, and instructions for objecting to the settlement.

- b. The Settlement Administrator shall send the Notice by certified First Class U.S. Mail to each member of the Settlement Class at such individuals' last known mailing address as provided by WBM.
 - c. For any Settlement Class Member whose initial Class Notice is returned to the Settlement Administrator as undeliverable, the Settlement Administrator shall conduct reasonable address verification efforts (consistent with the customary practices in the settlement administration industry), and within thirty (30) calendar days of the initial mailing, shall re-mail the Class Notice to any Settlement Class Member whose initial Class Notice is returned as undeliverable.
 - d. Within twenty-one (21) calendar days of the conclusion of the Notice Period, the Settlement Administrator shall send a reminder Notice via mail to each Settlement Class Member who has not yet returned a Claim Form.
 - e. The Settlement Administrator shall on a bi-weekly basis notify Class Counsel and WBM's Counsel of any Class Notice returned as undeliverable.
- 8.3 **Disputes to Class Member Data.** Settlement Class Members will have the opportunity, should they disagree with WBM's records regarding their dates of employment, to provide documentation and/or an explanation to show contrary dates of employment. If there is a dispute the Settlement Administrator shall determine the eligibility for, and the amounts of, any payments under the agreement. The Settlement Administrator's determination shall be binding upon the Settlement Class Member and the Parties.
- 8.4 **Opting-In to the Settlement.** To participate in the Rule 23 Settlement Class, Rule 23 Class Members must submit a valid and timely Claim Form to the Settlement Administrator. This Claim Form, which will be included with the Class Notice, must include the individual's name, address, telephone number, signature and the last four digits of his or her Social Security Number. To be effective, a Claim Form must be: (i) postmarked during the Notice Period; and (ii) received by the Settlement Administrator no later than five (5) calendar days after the close of the Notice Period. The Settlement Administrator will inform both Class Counsel and WBM's Counsel of Claim Forms received on a bi-weekly basis.
- 8.5 **Opting-Out of the Settlement.** Individuals in the Rule 23 Settlement Class may request to be excluded from the Settlement Class by sending a written letter to the Settlement Administrator stating they want to opt-out of, or be excluded from, the Settlement Class. This letter must include the individual's name, address, telephone number, signature and the last four digits of his or her Social Security Number ("**Opt-Out Letter**"). To be effective, an Opt-Out Letter must be: (i) postmarked

during the Notice Period; and (ii) received by the Settlement Administrator no later than five (5) calendar days after the close of the Notice Period. The Settlement Administrator will inform both Class Counsel and WBM's Counsel of any Opt-Out Letters received on a bi-weekly basis.

- 8.6 **Objecting to the Settlement.** Individuals (other than those who have opted out pursuant to Section 8.5) may present objections to the proposed settlement, in whole or in part, at the Final Approval Hearing. To do so, an objector must first present his or her objections to the Settlement Administrator in writing. To be considered, such objections must be postmarked during the Notice Period and received by the Settlement Administrator no later than five (5) calendar days after the close of the Notice Period. The Settlement Administrator shall file any and all objections with the Court within ten (10) calendar days of the close of the Notice Period.
- a. An objector has the right to appear at the Final Approval Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Final Approval Hearing must state his or her intention to do so at the time he/she submits his/her written objections to the Settlement Administrator. Any objector may withdraw his/her objections at any time. No Settlement Class Member may appear at the Final Approval Hearing to object to the settlement, whether in whole or in part, unless he/she has filed a timely objection that complies with Section 8.6.

9. FINAL APPROVAL OF SETTLEMENT.

- 9.1 Within twenty-one (21) days of the close of the Notice Period, the Parties will file a joint motion seeking a Final Approval Order as defined in Section 1.6 above.
- 9.2 The Parties may file written responses to any filed objections with the Court at the same time they file their motion for final approval of the settlement.
- 9.3 The Parties agree that if the settlement does not become final for any reason, the Parties will cooperate to place themselves in the exact position as if no settlement had been attempted. WBM retains the right to contest the merits of any and all claims as if the settlement had never been contemplated.

10. FUNDING OF SETTLEMENT ACCOUNT.

Within ten (10) days of the Settlement Effective Date, WBM, as transferor, will transfer into the QSF any amounts payable from the QSF pursuant to this Agreement, which includes: (i) Class Counsel's attorneys' fees and costs (including Settlement Administration Costs); (ii) employee and employer-side payroll taxes; (iii) any amounts awarded to Plaintiffs as Service Payments; and (iv) any amounts owed to claiming Rule 23 Participating Settlement Class Members. The Settlement Administrator will administer any funds transferred into the QSF. If settlement is

not approved for any reason by the Court, the Parties shall share equally (50-50) in any expenses incurred by the Administrator.

11. PAYMENTS TO PARTICIPATING SETTLEMENT CLASS MEMBERS.

- 11.1 The Settlement Administrator shall mail each Participating Settlement Class Member his or her Settlement Payment(s) within thirty (30) days of the Settlement Effective Date.
- 11.2 Checks issued pursuant to this Agreement shall expire 180 calendar days after they are issued, but a failure by any Participating Settlement Class Member to deposit or cash a check within the period allotted shall have no effect on that individual's release pursuant to Section 5. Subject to good cause shown by the Participating Settlement Class Member (to be agreed upon by the Parties and, in the event of a dispute, to be conclusively determined by the Settlement Administrator), the Settlement Administrator may reissue a check at any time during for up to an additional fifteen (15) calendar days following the original 180-day period.
- 11.3 If any issued settlement checks are not cashed or deposited after 60 calendar days from issuance, the Settlement Administrator will send a written reminder to each Participating Settlement Class Member reminding him/her that if s/he fails to cash a settlement check by the 180-day deadline, the check will expire and become non-negotiable. Any funds associated with uncashed or non-negotiated settlement checks shall revert to WBM.
- 11.4 All payments to Participating Settlement Class Members are fully dependent and conditioned upon a full and complete release of all Released Claims in accordance with the terms of this Agreement.

12. CONFIDENTIALITY/NON-DISCLOSURE/NO SOLICITATION.

- 12.1 The Parties will keep the terms of this Agreement confidential until they file their Joint Motion for preliminary approval of the settlement as contemplated by Section 6.2 above. Up through and including Final Approval, Plaintiffs, WBM, and counsel for the respective Parties agree not to issue any press release(s), post on any website or forum, or otherwise make any public statement about this settlement or its terms, except as required by law to secure approval of this settlement and/or respond to judicial process. To the extent Class Counsel or Plaintiffs are approached by outside persons regarding this settlement, they may state, in substance, only that this matter has been resolved. WBM may respond to inquiries from media outlets regarding the settlement by stating, in substance, that the company did nothing wrong, denies any liability, is committed to complying with the law, and has settled to avoid the burden of continued litigation. WBM may further make public disclosures as required to comply with regulatory disclosure obligations and/or Generally Accepted Accounting Principles. Notwithstanding the foregoing, nothing herein shall prevent Class Counsel from communicating with members of the Settlement Class about the Parties' settlement or the Agreement.

12.2 To the extent consistent with professional rules and law, Class Counsel and WBM's Counsel will not solicit or encourage any member of the Settlement Class to reject, contest, or opt-out of this settlement. Further, to the extent consistent with professional rules and law, up until Final Approval of this settlement, Class Counsel will not represent, encourage, solicit, or otherwise assist any member of the Settlement Class who contests the settlement or attempts to litigate with WBM over the Released Claims. Nothing in this Paragraph is intended to prevent or restrain Class Counsel from suggesting to any rejecting, objecting or opting-out member of the Settlement Class Member the option of obtaining separate counsel.

13. DOCUMENTS AND DISCOVERY.

Within sixty-three (63) days after the Settlement Effective Date, Class Counsel shall make reasonable efforts to destroy or erase all documents and data WBM produced under a protective order to Class Counsel in connection with the Actions that are currently in Class Counsel's possession, custody, or control. Upon request, Class Counsel shall certify to WBM in writing they have made good faith efforts to comply with their obligations under this provision. In accordance with the professional rules and law, Class Counsel may retain all papers and property to which the client is entitled and may keep their own work product and filed briefs and pleadings that refer to, quote, or incorporate WBM's documents or data.

14. TERMINATION OF SETTLEMENT AGREEMENT.

If three (3) or more Settlement Class Members seek to opt-out from the Parties' settlement, this Agreement shall be voidable at WBM's option, provided WBM exercises this option, no later than ten (10) business days after the close of the Notice Period. If WBM exercises its option to void the Agreement pursuant to this Section, WBM shall be responsible for any costs incurred to date relating to administration of the settlement. In addition, the Agreement shall be null and void and of no effect whatsoever, except for Section 12. By signing this Agreement, Plaintiffs agree they will not seek to be excluded from the Parties' settlement.

15. DISPUTES REGARDING ADMINISTRATION OF SETTLEMENT.

Any disputes not resolved by the Parties, following a good faith effort to meet and confer, concerning administration of the settlement will be resolved by the District of New Jersey under the laws of the State of New Jersey.

16. COMPLETE AGREEMENT.

Other than as stated herein, the Parties warrant that no representation, promise, or inducement has been offered or made to induce any Party to enter into this Agreement and that they are competent to execute this Agreement and accept full responsibility. This Agreement contains and constitutes the entire understanding and agreement between the Parties and supersedes all previous oral and written negotiations, agreements,

commitments, and writings in connection therewith. This Agreement may not be amended or modified except by a writing signed by authorized representatives of all Parties.

17. MODIFICATION OF AGREEMENT.

This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their counsel of record.

18. KNOWING AND VOLUNTARY AGREEMENT.

Plaintiffs each agree they are entering into this Agreement knowingly, voluntarily, and with full knowledge of its significance. Each further affirms that s/he has not been coerced, threatened, or intimidated into signing this Agreement and that s/he has been advised to and has in fact consulted with an attorney before signing this Agreement. Class Counsel represent that they have conducted a thorough investigation into the facts of the Action and have diligently pursued an investigation of the claims asserted on behalf of the Settlement Class Members against WBM. Based on their own independent investigation and analysis of information provided by WBM, Class Counsel is of the opinion that the settlement with WBM is fair, reasonable, and adequate, and in the best interest of the Settlement Class Members, in light of all known facts and circumstances, including the risks of significant delay and defenses asserted by WBM.

19. GOVERNING LAW.

This Agreement shall be governed by the laws of the State of New Jersey, without regard to that state's choice of law provisions or any other jurisdiction, and, when applicable, the laws of the United States.

20. EXCLUSIVE AND CONTINUING JURISDICTION.

The Parties agree to submit to the exclusive and continuing jurisdiction of the United States District Court for the District of New Jersey for all purposes relating to the review, approval, and enforcement of the terms of this Agreement, including any post-judgment matters as may be appropriate.

21. BINDING ON SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, issue, next-of-kin, executors, administrators, successors, and assigns.

22. COUNTERPARTS AND SIGNATURES.

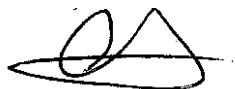
This Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to the Parties. Facsimile or electronic signatures will be accepted and shall be binding on the Parties.

23. HEADINGS.

The headings used in this Agreement are for convenient reference only, and do not alter or limit the terms of each Section.

IN WITNESS WHEREOF, the Parties, Class Counsel and WBM’s counsel each voluntarily and without coercion cause this Agreement to be signed and entered as of the respective dates written below.

CLASS COUNSEL:



Karpf, Karpf and Cerutti, P.C.

Dated: 10/24/2022

W.B. Mason Co., Inc.:

Title: _____

Dated: _____

COUNSEL for W.B. Mason Co., Inc.

MICHAEL LANGE

Dated:

Greenberg Traurig, LLP

ANDREW DESARNO

Dated:

Dated: October __, 2022

JOSEPH SANNUTTI

Dated:

JOHN HOLAHAN

Dated:

KATH

ARINE JABLONSKI

Dated:

BRADLEY GALE

Dated:

TIMOTHY QUICK

Dated:

MALCOLM LAPONE

Dated:

MATTHEW COLOMBO

Dated:

KEITH LOCASCIO

Dated:

GISELLE VARGAS

Dated:

NELSON RAMIREZ

Dated:

KRISTINE KAVANAUGH

Dated:

DAVID BUBAR

Dated:

