

**UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY**

*Michael Lange, et al. v. W.B. Mason Co, Inc., et al., 21-cv-10955*

*Joseph Sannutti, et al. v. W.B. Mason Co, Inc., et al., 21-cv-02436*

*Timothy Quick, et al. v. W.B. Mason Co, Inc., et al., Index No. 652346/2021*

**NOTICE OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS**

**PLEASE READ THIS COURT-APPROVED NOTICE CAREFULLY.  
IT INFORMS YOU ABOUT YOUR LEGAL RIGHTS.**

**BASIC INFORMATION**

**1. What is the purpose of this notice?**

The purpose of this notice is to inform you of your rights and options **and the deadlines to exercise them** under a class action settlement of the now consolidated lawsuits listed above. The parties reached the settlement after extensive negotiations, including a full day of mediation before former United States Magistrate Judge Joel Schneider and numerous follow-up negotiation sessions. The United States District Court for the District of New Jersey has since provisionally certified the proposed settlement classes and preliminarily approved the fairness and reasonableness of the settlement. The Court still must decide whether to grant the settlement final approval. Settlement payments will only be made if the Court finally approves the settlement and after any appeals are resolved.

**2. Why am I receiving this notice?**

You are receiving this notice because company records show you were employed by WB Mason as a commissioned sales representative in New York or New Jersey at some point between April 2, 2015 and the present or in Pennsylvania between April 28, 2017 and the present who has not previously released or adjudicated a wage and hour related claim against the company. Based on this information, you are believed to be a provisional Settlement Class Member in the consolidated cases captioned *Michael Lange, et al. v. W.B. Mason Co, Inc., et al., 21-cv-10955, Joseph Sannutti, et al. v. W.B. Mason Co, Inc., et al., 21-cv-02436 and DeSarno, et al. v. W.B. Mason Co, Inc., et al. 21-cv-10955* (together, the "Lawsuits").

**THE SETTLEMENT BENEFITS - WHAT YOU GET**

**3. What does the settlement provide?**

WB Mason has agreed to pay a total maximum amount not to exceed \$5,650,000.00 available to settle the claims in the Lawsuits. This includes payments for attorneys' fees and costs, enhancement payments to certain named Plaintiffs, all required payroll taxes, and the costs of administering the settlement, as summarized below. If the Court finally approves the settlement, all Settlement Class Members who file a timely and valid Claim Form will be mailed a single settlement check representing their total allocated portion of the Settlement Fund. All Settlement Class Members who do not timely and properly opt-out of the settlement in accordance with the procedure described below will be deemed to have released all claims that were pled in the Lawsuits or that could have been pled in the Lawsuits in accordance with the terms of the settlement agreement.

#### **4. How much will my estimated payment be?**

Each Settlement Class Member is eligible to receive a share of the Settlement Fund equal to the aggregate total of two amounts. First, to the extent a Settlement Class Member received a payment in 2021 from WB Mason for alleged amounts owed but not paid and such Settlement Class Member files a valid and timely Claim Form, such participating Settlement Class Member will receive an amount based on the applicable state wage law in the state in which the Class Member worked. Second, each Settlement Class Member is also eligible to receive an amount based on his or her average pay rate and the number of full work weeks he or she worked as a commissioned sales representative during the Class Period.

If you wish to challenge the number of eligible work weeks or your average pay rate information, you must submit a written, signed dispute challenging the information along with supporting documents to the Claims Administrator at the address listed in Paragraph 19 and not later than May 8, 2023.

As noted above, the Court has preliminarily approved the settlement as fair and reasonable. If the Court finally approves the settlement and it is not reversed by an appellate court, Class Members who file a valid and timely Claim Form as set forth in this Notice will be mailed one settlement check representing the total amount of their aggregated settlement share. (See Summary of Settlement Terms, section B, below, for the payment formula.)

#### **5. What are the lawsuits about?**

The Plaintiffs filed the Lawsuits on behalf of themselves and other commissioned sales representatives in the states of New Jersey, New York and Pennsylvania, as defined in the first paragraph of this Notice. The Plaintiffs claim WB Mason intentionally did not provide commissioned sales representatives who worked in the referenced states with sufficient notice of changes to its commission plans and thereby breached an alleged written contract, committed common law fraud, was unjustly enriched and wrongfully withheld earned but unpaid commissions in violation of New Jersey, New York and Pennsylvania Law. WB Mason has disputed the claims and allegations at every step, strongly denies it violated any law, and vigorously defended the Lawsuits. No court ever issued a finding that WB Mason committed any wrongdoing.

#### **6. Summary of the Proposed Settlement**

A. There are three settlement classes:

1. “New Jersey Settlement Class” means any person who worked for WB Mason as a commissioned sales representative primarily based or working in New Jersey at any point from April 2, 2015 through the date Class Notice is distributed, who has not previously released and/or adjudicated any of the Released Claims.
2. “New York Settlement Class” means any person who worked for WB Mason as a commissioned sales representative primarily based or working in New York at any point from April 2, 2015 through the date Class Notice is distributed, who has not previously released and/or adjudicated any of the Released Claims.
3. “Pennsylvania Settlement Class” means any person who worked for WB Mason as a commissioned sales representative primarily based or working in Pennsylvania at any point from April 28, 2017 through the date Class Notice is distributed, who has not previously released and/or adjudicated any of the Released Claims.

B. Settlement Fund and Settlement Formula:

1. The Settlement Fund will be used to pay the claims of the named Plaintiffs and those commissioned sales representatives who fall within any one of the three class definitions. The Settlement Fund consists of the following amounts: (a) \$4,150,000.00 [less any amounts to be deducted from this sum as set forth in the Settlement Agreement] to be allocated to the commissioned sales representatives who fall within any one of the three class definitions; and (2) \$1,500,000.00 for Attorneys’ Fees and Litigation Costs, including costs to administer the settlement. The amount of fees and costs the Court awards the attorneys will not impact the amount of money you recover.

2. As explained above, each Settlement Class Member who files a valid and timely Claim Form will receive a share of the available Settlement Fund equal to the aggregate total of two amounts. First, to the extent a Settlement Class Member received a payment in 2021 from WB Mason for alleged amounts owed but not paid and such Settlement Class Member files a valid and timely Claim Form, such participating Settlement Class Member will receive an amount based on the applicable state wage law in the state in which the Class Member worked. Second, each Settlement Class Member who files a valid and timely Claim Form is eligible to receive a proportional amount of the remaining settlement fund based on his or her average pay rate and number of full work weeks worked as a commissioned sales representative during his or her applicable class period, less applicable withholdings.
- C. **Class Representatives:** The Court has approved Named Plaintiffs Michael Lange and Andrew DeSarno as Class Representatives for the New Jersey Settlement Class; Timothy Quick, Malcolm Lapone, Matthew Colombo and Keith Locascio as Class Representatives of the New York Settlement Class; and Joseph Sannutti, John Holahan, and Bradley Gale as Class Representatives of the Pennsylvania Settlement Class. The Class Representatives will apply to the Court for service awards and will be eligible for such amounts as the Court determines to be fair and reasonable. The settlement agreement proposes total payments not to exceed \$40,000.00 for service awards to the Class Representatives. Class Counsel considers this amount to be fair, reasonable, and adequate given the time the Class Representatives expended and their agreement to release all claims against WB Mason.
- D. **Attorneys' Fees and Costs:** Plaintiffs' attorneys' fees and expenses request shall not exceed \$1,500,000.00. Class Counsel will seek to be reimbursed for all costs and expenses incurred by them in prosecuting the Lawsuits, including costs associated with administering the settlement. It is not expected costs and expenses will exceed \$50,000.00 but regardless, such amounts will come out of any amount the Court awards Class Counsel and not from the Rule 23 Settlement Class Maximum Settlement Amount.
- E. **Other Important Terms:** The Court must approve the settlement as fair and reasonable before the settlement can go into effect. Under certain conditions, both parties have the right to cancel the settlement.

## 7. Effect of the Settlement

Each Settlement Class Member who does not opt out will release and forever discharge WB Mason from all claims, causes of action, and legal theories of relief that were alleged, or could have been alleged, or otherwise raised in the Lawsuits, from April 2, 2015 until the date of the Final Approval Order (for New Jersey and New York Class Members) and from April 28, 2017 until the date of the Final Approval Order (for Pennsylvania Class Members) (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 PWPCL, 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 Lawsuits. The Released Claims do not include claims for workers' compensation benefits, unemployment insurance benefits, or any other claim or right that as a matter of law cannot be waived or released.

### YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p><b>FILE A CLAIM FORM TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT</b></p>	<p>If you wish to receive a settlement payment, you must file a CLAIM FORM attached to this Notice. If you do so, and if the Court grants final approval of the settlement, you will receive a check in the mail.</p>
<p><b>OBJECT TO THE SETTLEMENT</b></p>	<p>You may also participate in the settlement but object to its terms, letting the Court resolve your objections. If you object to the settlement, you will be bound by the Court's decision, and if the Court grants final approval of the settlement, you will receive a check in the mail and release your wage and hour claims.</p>

<b>OPT OUT</b>	By opting out of the settlement, you give up any right to receive any payment from the settlement. You will keep any rights to sue WB Mason on the same legal claims asserted in the Lawsuits, provided you do so within the applicable statute of limitations.
<b>DO NOTHING</b>	By doing nothing, you won't participate in the settlement, and you give up any right to receive a payment from this settlement. By foregoing your opportunity to participate in this settlement, you will give up your rights to sue WB Mason about all claims, causes of action, and legal theories of relief that were alleged, or could have been alleged, or otherwise raised in the Lawsuits, from April 2, 2015 until the date of the Final Approval Order (for New Jersey and New York Class Members) and from April 28, 2017 until the date of the Final Approval Order (for Pennsylvania Class Members).

### 8. How Can I Get My Settlement Payment?

If you want to receive your share of the Rule 23 Settlement Class Maximum Settlement Amount, you must fill out, sign, and deliver the enclosed “**Claim Form**” to the Claims Administrator at the address in Section 19 below, or complete the forms on the settlement website, no later than **May 23, 2023**. Any Claim Form emailed or post-marked after **May 23, 2023** will be considered late and may be invalid. If you file a valid and timely Claim Form and the Court approves the settlement, you will receive a check for your share of the Rule 23 Settlement Class Maximum Settlement Amount. Unless you choose to opt-out of this settlement, you will release all wage and hour claims against WB Mason as a result of approval of this settlement. The complete language describing the claims you will be giving up and the parties covered by the release is available from the Claims Administrator or at [www.WBMasonCommissionSettlement.com](http://www.WBMasonCommissionSettlement.com). **If you participate in the settlement, it is important you inform the Claims Administrator if your address changes so the Claims Administrator can mail your check to you.**

### 9. When will I Get My Settlement Payment?

The Court will hold a final approval/fairness hearing on July 20, 2023 at 2:00 pm to decide whether to grant final approval of the settlement. If the Court approves the settlement and there are no appeals, they your payment will be mailed to you after the Settlement Effective Date. If the settlement is approved, monies owed to you will be mailed within twenty-one (21) days after the settlement becomes effective. The entire process for giving this notice, obtaining Court approval and receiving payment is estimated to take approximately six months from the date of this notice. If you want to find out whether the settlement has been approved, you can contact the Claims Administrator or consult the website at [www.WBMasonCommissionSettlement.com](http://www.WBMasonCommissionSettlement.com). PLEASE BE PATIENT.

### 10. Will I Still Get A Payment If I Have Filed For Bankruptcy?

If you filed for bankruptcy while the Lawsuits were pending, contact your bankruptcy attorney to discuss whether the bankruptcy will have any impact on your ability to collect a settlement payment. In consultation with your bankruptcy attorney, you must take the necessary steps to advise the bankruptcy trustee of your settlement payment.

### 11. How Do I Exclude Myself From the Settlement?

You can exclude yourself from this settlement by sending a written letter to the Claims Administrator stating that you want to opt out of or be excluded from the Settlement Class. This letter must include your name, address, telephone number, signature and the last four digits of your Social Security Number. To be effective, the letter must be (A) postmarked by May 23, 2023 and (B) received by the Claims Administrator no later than May 30, 2023.

### 12. How Do I Object To The Settlement?

If you do not opt-out of the settlement, you can object to the settlement terms if you believe they are unfair. You may mail or email a written objection to the Claims Administrator identifying the specific terms that you think are unfair and why. Your letter should include your name, address, telephone number, and the last four digits of your social

security number. To be considered, the objection must be delivered to the Claims Administrator, at the address below in Section 19 no later than May 23, 2023. You also may appear personally or through an attorney at a hearing scheduled on July 20, 2023 at 2:00 p.m. in courtroom 6W at the United States District Court for the District of New Jersey, Trenton Division, 402 E. State St., Trenton, NJ 08608, before United States Magistrate Judge Douglas E. Arpert. **The Court may hold a virtual hearing, and if so, the Claims Administrator will provide the link on the website.** If the Court overrules your objection, you will still be bound by the terms of the settlement.

Understand that you cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, then no settlement payments will be mailed.

### 13. What's The Difference Between Objecting To The Settlement And Opting Out?

Objecting is telling the Court that you don't like something about the settlement. To object, you must be a settlement class member who has not opted out of the settlement. In contrast, opting out is telling the court you don't want to be part of the Lawsuits. If you opt out, you cannot object because the Lawsuits no longer affect you. Based on objections, the Court may require the parties to revise the settlement or refuse to approve it, in which case no payments will issue and the cases will continue to be litigated.

### 14. What If I Do Nothing?

If you do not file a valid and timely Claim Form, you won't receive money from the settlement and you will give up the right to sue WB Mason and its affiliates and agents on any of the Released Claims through the date of Final Approval Order.

### 15. Do I have a lawyer in this case?

If you file a Claim Form, then you designate Karpf, Karpf and Cerutti, P.C. to represent you in this action. More information about the law firm, its practices, and its lawyers' experience is available at [www.karpf-law.com](http://www.karpf-law.com). You also may hire a different lawyer of your own choosing and at your own expense to represent you.

### 16. How will the lawyers be paid?

The Parties have agreed to an amount for Attorneys' Fees and Litigation Costs. The Court will decide how much to award the Plaintiffs' attorneys. The Court's decision on attorneys' fees and costs won't impact the amount that you recover.

### 17. When and where will the Court decide whether to approve the Settlement?

The Court will hold a final fairness hearing on July 20, 2023 at 2:00 p.m. at the United States District Court for the District of New Jersey, 402 E. State St., Trenton, NJ 08608, before United States Magistrate Judge Douglas E. Arpert. You may attend and you may ask to speak, but you don't have to do either. **The Court may hold a virtual hearing, and if so, the Claims Administrator will provide the link on the website.** At the fairness hearing, the Court will consider whether the settlement is fair and reasonable. If there are any objections, the Court will consider them at that time. After the hearing, the Court will decide whether to approve the settlement. We do not know how long the Court's decision will take.

### 18. Do I have to come to the fairness hearing?

No. Plaintiffs' Counsel will represent the commissioned sales representatives who participate in the settlement and do not object at the hearing, and those commissioned sales representatives do not need to attend. Of course, you are welcome to attend if you would like. The Court will consider any timely objections, even if the individual who sent in the objection doesn't appear at the fairness hearing. You may also hire a different lawyer of your own choosing to represent you and/or attend the fairness hearing.

### 19. May I speak at the fairness hearing?

If you send in your objection by the deadline, you may ask the Court for permission to speak at the fairness hearing. To be eligible to speak regarding an objection at the fairness hearing, you must first raise the objection by sending a letter

via U.S. Mail stating (1) “I object to the WB Mason commission settlement;” (2) all reasons for the objection (any reasons not included in the statement will not be considered); (3) your name, address, telephone numbers, and last four digits of your social security number; and (4) your intention to appear at the fairness hearing. Be sure to sign the letter. Any objections must be mailed to: *Lange, et al. v. W.B. Mason Co., Inc.*, c/o Analytics Consulting LLC, P.O. Box 2002 Chanhassen, MN 55317-2002, and received by the Claims Administrator no later than May 30, 2023. Analytics Consulting LLC can be reached by phone at (888) 399-6050 or by email at [info@WBMasonCommissionSettlement.com](mailto:info@WBMasonCommissionSettlement.com).

Again, you cannot speak at the hearing if you do not participate in the case and follow the steps outlined in the paragraph above.

## **20. No retaliation**

Whether you decide to submit a claim form to participate in this settlement, object to it, or do nothing, you are free to make your choice without fear of retaliation. WB Mason will not retaliate against you based on your choice.

## **21. Where Can I Get More Details About The Settlement?**

The full Settlement Agreement is available at [www.WBMasonCommissionSettlement.com](http://www.WBMasonCommissionSettlement.com). You can also obtain more information about the settlement by contacting Plaintiffs’ Counsel at:

Karpf, Karpf & Cerutti, P.C.  
3331 Street Rd., Ste. 128  
Two Greenwood Square  
Bensalem, PA 19020  
(215) 639-0801

**PLEASE DO NOT CONTACT THE COURT, THE JUDGE, OR WB MASON’S ATTORNEYS WITH QUESTIONS. THEY CANNOT ANSWER QUESTIONS.**