

SETTLEMENT AGREEMENT

1. Background. This Settlement Agreement (“Agreement”) is entered into by Plaintiffs Torey Fitzgerald, Kenneth McCoy, and Alan Moore (representative Plaintiffs) and P.L. Marketing, Inc. (“Defendant” or “PLM”) (collectively the “Parties”), the Parties to the action entitled *Fitzgerald, et al v. P.L. Marketing, Inc.*, No. 2:17-cv-02251 (W.D. Tenn.) (the “Litigation”), for the purpose of memorializing their agreement to the settlement of this action, on behalf of themselves and the putative classes (“Class Members”), defined below in Paragraph 3. The Parties intend the settlement agreement described herein to be fully enforceable by the Court upon motion of any party. P.L. Marketing, Inc., and those Settlement Class Members defined below in Paragraph 3 who participate in this settlement, are the “Settling Parties.”

2. Enforceability. This Agreement shall become enforceable upon its execution by the Parties. The Parties intend this agreement to be admissible evidence and binding upon the Parties and approval by the Court.

3. Class/Collective Members and Settlement Class. Settlement Class Members are defined as follows:

FLSA Collective: All individuals who filed Consents in the Litigation that were not withdrawn as of the July 10, 2019, mediation date, and who work or worked for PLM as Set/Reset/Surge Team Members or Set/Reset/Surge Team Leaders and who were paid as exempt for that work.

Kentucky Class: All individuals reflected on the parties’ agreed upon class list (the “class list” attached hereto as Exhibit A) as of the July 10, 2019 mediation and who worked for PLM as Set/Reset/Surge Team Members and who were paid as exempt for that work within the period beginning August 18, 2012, through the December 4, 2016 pay date.

Ohio Class: All individuals reflected on the parties’ agreed upon class list as of the July 10, 2019, mediation and who worked for PLM as Set/Reset/Surge Team Members and who were paid as exempt for that work within the period beginning August 18, 2015, through the December 4, 2016, pay date.

4. Class Counsel. The parties agree to the designation of C. Andrew Head and Head Law Firm, LLC as class counsel for the Settlement Class.

5. Qualified Stipulation to Class Certification. The parties stipulate to Rule 23 class certification and final FLSA collective action certification for purposes of this settlement only. The trial court granted conditional collective certification under 29 U.S.C. 216(b) but has not yet ruled on Rule 23 class certification in the underlying Litigation. Consequently, a “Settlement Class” consisting of the Kentucky Class, the Ohio Class, and final collective action certification of the FLSA Collective will be established for purposes of administration and resolution of this matter only. It is not, and it should not be construed as, any admission of fact or law in this matter, or any other matter, that class or collective certification is appropriate. If the Court does not grant either preliminary or final approval of this settlement, then in that event the parties revert to their previous positions, the parties reserve all rights, and PLM shall not be required to stipulate to class or collective action certification.

6. Settlement Fund. PLM shall pay into the Qualified Settlement Fund (“QSF”) the sum of One Million Five Hundred Seventy-Five Dollars (\$1,575,000.00) (the “Settlement Fund”) to fund the settlement of this action, which includes class and collective member payments (inclusive of back wages, damages, penalties and interest), attorney’s fees and costs, Service Payments, and Administrator costs (including mediation and expert costs, except that Defendant shall separately pay the costs of the July 10, 2019, mediation). No amount of the Settlement Fund will revert to PLM under any circumstance. Separately, when notified of the amounts by the Settlement Administrator (as defined below), PLM will remit an additional amount into the Settlement Fund equal to the employer’s share of payroll taxes on the wage portion of Settlement Class payments as determined pursuant to Section 10 below. Each employee’s share of payroll taxes shall be paid out of the QSF.

To the fullest extent legally permissible, the QSF shall be the payor to the Plaintiffs and participating settlement members and shall withhold any taxes required to be withheld therefrom and remit such amounts to the appropriate taxing authorities. By funding the QSF, Defendant intends to fully relinquish all legal control of the payments to the QSF, and intends that none of the amounts paid to the Named Plaintiffs or any individuals participating in this settlement are intended to create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by Defendant, either in the year paid or with respect to any prior year. PLM and its Plan Administrator(s) are not relying on any representation from Plaintiffs regarding this subparagraph, and agree to indemnify Plaintiffs and the Settlement Administrator from any taxes, penalties, or interest assessed due to any determination that a PLM Plan Administrator’s finding as to these settlement payments was incorrect under applicable law, rules, and regulations.

7. Attorney’s Fees and Costs. Class Counsel will request that the Court approve an award of attorney’s fees not to exceed one-third of the Settlement Fund, and an award of costs including reimbursement of expert witness fees incurred to date by third party expert David Breshears of Hemming Morse, LLP not to exceed \$26,000, payment of the \$6,750 capped amount of expenses for original notice administration billed by RG/2 Claims, payment of the expenses for settlement administration as addressed below, and other reasonable litigation costs and expenses incurred by Class Counsel not to exceed Fifteen Thousand Dollars (\$15,000.00), to be paid by deduction from the Settlement Fund. PLM will not oppose these requests. Attorney’s fees and costs shall be reported as 1099 payments to the payee recipients. To the extent that the Court approves less than the amount of attorney’s fees that Class Counsel request, any reduced amount shall be allocated to the settlement fund for members of the Settlement Class.

8. Service Payments. Class Counsel will request that the Court approve a service payment of \$7,500.00 for Torey Fitzgerald as named Plaintiff, and \$2,500 each to Alan Moore (OH) and Kenneth McCoy (KY) as Rule 23 class representative, or if replaced as class representative then to such replacement class representative. Those service payments will be paid by deduction from the Settlement Fund. PLM will not oppose these requests. Service payments shall be reported as 1099 payments to the payee recipient. To the extent that the Court approves less than the amount of the requested Service Payments, any reduced amount shall be allocated to the settlement fund for members of the Settlement Class.

9. Administration. The cost of the Settlement Administrator (“Administrator”), to be selected by Class Counsel, shall also be paid from the Settlement Fund.

10. Calculation of Class Members' Payments. After taking the amount of attorney's fees and litigation costs and expenses as defined in Paragraph 7, service payments, and Administrator fees and expenses from the Settlement Fund, the remaining sum, which shall be referred to as the Net Fund Value ("NFV") shall be used to pay members of the settlement class their pro rata share of the settlement. The Parties agree, subject to such review by the Court as the Court deems appropriate, to the following distribution formula for the NFV as among class members, based upon weeks worked in covered positions within the covered periods, which will allocate potential claim amounts among the Settlement Class members in a manner that (i) accounts for the non-FLSA Collective member absent Kentucky Class or Ohio Class member's additional risks of non-recovery if Rule 23 certification is denied, state law claims are preempted, and/or the running of the FLSA statute of limitations on their claims by not filing Consents to join the Litigation, (ii) appropriately weights FLSA claims by current FLSA collective members higher than claims for absent Kentucky Class and Ohio Class members who did not opt in to the Litigation during the original notice period, (iii) accounts for the availability of liquidated damages under Kentucky Law that are not available under the OMWFSA, and (iv) weights Set/Reset/Surge Team Member weeks worked higher than Set/Reset/Surge Team Leader weeks worked to account for PLM's additional executive exemption arguments regarding the latter position:

(1) Set/Reset/Surge Team Members who opted in to the FLSA Collective will receive one point for each week worked as a Set/Reset/Surge Team Member within the period beginning on the earlier of (a) three years preceding the filing date of their Consent in the Action, or (b) three years preceding the Tolling Agreement effective date; through July 10, 2019 (the "FLSA Collective covered period");

(2) Set/Reset/Surge Team Leaders who opted in to the FLSA Collective will receive 0.5 points for each week worked as a Set/Reset/Surge Team Leader within the FLSA Collective covered period;

(3) Kentucky Class members will receive 0.667 points for each week worked as a Set/Reset/Surge Team Member within the Kentucky Class covered period that is not a week covered by subsection (1). Thus, if the Kentucky Class member is also a member of the FLSA Collective, then the Kentucky Class member will receive one point for each week worked as a Set/Reset/Surge Team Member in the FLSA Collective covered period as the total for those weeks, and if the Kentucky Class member who is also a member of the FLSA Collective worked any weeks outside of the FLSA Collective covered period but within Kentucky's five-year limitations period, then as to those weeks beyond the FLSA Collective period covered only by the Kentucky Class period the Kentucky Class member opt-in will receive 0.667 points for those weeks worked as a Set/Reset/Surge Team Member that were not within the FLSA Collective covered period but were within the longer Kentucky Class covered period; and

(4) Ohio Class members will receive 0.5 points for each week worked as a Set/Reset/Surge Team Member within the Ohio Class covered period. If the Ohio Class member is also a member of the FLSA Collective, then the Ohio Class member will only receive one point for each week worked as a Set/Reset/Surge Member in the FLSA Collective covered period and will not receive any additional amount for being a member of the Ohio Class.

(5) The NFV will then be divided by the total number of points to create a Settlement Amount Per Point ("SAPP"). Each FLSA Collective/Kentucky Class/Ohio Class member's

individual points will then be multiplied by the SAPP to determine their individual settlement payment amounts.

All class members' employee-side payroll taxes from the wage portions of the settlement payments are included within the settlement payment. The Administrator will calculate the employer's share of payroll taxes owed on the wage payment portions of the settlement payments to the Settlement Class members. The settlement payment amounts to any settlement class member will be 50% wages and 50% liquidated damages and interest. The portion allocated to liquidated damages and interest shall be characterized as non-wage income to the payee recipient reported by 1099, and the portion allocated to wages will be subject to payroll taxes and deductions reported by W-2. The Administrator shall be responsible for calculating and reporting employment tax and withholding amounts owed to Federal, State, and Local tax authorities.

11. Notice Process. Settlement notices will issue by mail and email. Kentucky Class members and Ohio Class members will be deemed to be settlement participants as to their respective state law class claims unless they affirmatively opt out of the settlement by timely submitting a request for exclusion in compliance with court-approved settlement notice procedures ("opt out"). Named Plaintiff and the current FLSA Collective members as of this date, whose filed Consents conferred full settlement authority upon the Named Plaintiff, are deemed to have already accepted and participated in this settlement, unless (as to Kentucky Class or Ohio Class members only) they affirmatively opt out of the settlement. However, all members of the Kentucky Class or Ohio Class who are not currently members of the FLSA Collective will be issued notice of their offered FLSA Payment amounts (50% of their total individual amount) and State Law Payment amounts (50% of their total individual amount), notifying them of the right to object or to request exclusion from settlement, and notifying them that in order to accept their FLSA Payment check they will have to sign the endorsement language providing that acceptance constitutes opting in to the Litigation as a plaintiff and releasing the Released FLSA Claims. Each notice shall similarly and prominently note the individual's settlement share.

12. Objections/Exclusions. Kentucky Class and Ohio Class members will have forty-five (45) days from the date of first notice distribution in which to timely submit objections or an opt out notice. The Administrator will distribute a follow-up reminder notice, by email and mail, to participating settlement members who have not endorsed their settlement checks approximately half-way through the check void period. The Administrator will twice skip trace and re-mail all returned, undelivered mail within seven (7) days of receiving notice that a notice was undeliverable. It is the intent of the parties that reasonable means be used to locate Settlement Class members. Class Counsel and the Administrator shall be allowed to contact class members to encourage them to accept their FLSA Payment settlement checks.

13. Payment Procedure. Ten (10) calendar days after the "effective date" of final approval of the settlement, the Administrator will pay all claims, as well as Court-approved attorney's fees, costs, service payments, and costs of administration. The effective date shall be the date of final approval if no objections are filed to the settlement. If objections are filed and overruled, and no appeal is taken of the final approval order, then the effective date of final approval shall be thirty-five (35) days after the trial court enters the final approval order. If an appeal is taken from the Court's overruling of objections to the settlement, then the effective date of final approval shall be twenty (20) days after the appeal is withdrawn or after an appellate decision affirming the final approval decision becomes final. No money will be distributed unless and until the effective date of final approval occurs. Checks shall be valid for 120 days before becoming

void. Uncashed check funds shall be redistributed to participating class members pro rata if feasible, or else submitted by the Administrator in the individual's name to the applicable state's unclaimed property division.

14. Tolerance of Opt Outs. Notwithstanding any other provision of this Agreement, PLM shall retain the right, in the exercise of its sole discretion, to nullify the settlement within thirty (30) days after expiration of the opt out period set forth in Paragraph 12, if a total of fifteen (15) or more individuals opt out of the settlement. All signatories and their counsel must not encourage opt outs or otherwise discourage submitting Claim Forms and/or participating in this settlement.

15. Release of Claims. Named Plaintiff Fitzgerald, and Class Representatives Moore and McCoy, provide PLM and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, attorneys, owners and shareholders thereof (the "PLM Releasees") with a general release of any and all claims arising out of their employment with PLM through the date of this agreement, in exchange for (and contingent upon Court approval of) payment of their service payment under this Agreement. Members of the FLSA Collective release the PLM Releasees from all wage and hour claims under state and federal law arising out of the allegations stated in the Complaint as amended for weeks worked as Set/Reset/Surge Team Members through the December 4, 2016, pay date paid as salaried exempt, or as Set/Reset/Surge Team Leaders paid as salaried exempt; as tied to the factual predicate alleged in the Complaint as amended, arising through July 10, 2019. With the exception of claims under the FLSA and its applicable monetary remedies for Kentucky Class and Ohio Class members who do not timely endorse their FLSA Payment settlement check which shall not be released without such timely endorsement, each member of the Kentucky Class and the Ohio Class, regardless of whether that member endorsed the FLSA Payment settlement check, releases the PLM Releasees from state law wage and hour claims arising out of the allegations stated in the Complaint as amended for weeks worked as Set/Reset/Surge Team Members paid as salaried exempt through the December 4, 2016, pay date under applicable state wage and hour law within the respective Kentucky or Ohio Class Periods covered by the settlement, as tied to the factual predicate alleged in the Complaint as amended, arising through July 10, 2019. Any Kentucky Class or Ohio Class member who endorses their FLSA Payment check releases the PLM Releasees from federal FLSA wage and hour claims arising out of the allegations stated in the Complaint as amended for weeks worked as Set/Reset/Surge Team Members paid as salaried exempt through the December 4, 2016, pay date under the FLSA, as tied to the factual predicate alleged in the Complaint as amended, arising through July 10, 2019. Per the opt-in requirements of Section 216(b) of the FLSA, however, the release of FLSA claims shall apply only to those Kentucky Class or Ohio Class members who (i) are FLSA Collective members or (ii) timely endorse their FLSA Payment settlement checks pursuant to the notice procedures for this settlement (for (ii), only as to weeks worked as salary-paid Set/Reset/Surge Team Members through the December 4, 2016 pay date). In exchange for any of those FLSA and/or state law releases being provided, PLM provides a limited release of any claims it may have against participating settlement members that arise out of their assertion of the claims, joining the litigation, or receiving a settlement payment (for example, any claim that participating in the settlement violated any prior release or waiver in a severance or separation agreement, any claim alleging overpayments during their employment including on the basis that PLM paid a participating settlement member as salaried exempt, or any claim for offset or recoupment against settlement amounts to be paid). The parties agree that no other claims not specifically stated herein are being released, and the parties agree that there shall be no res judicata, collateral estoppel, claim splitting, or other claim preclusion effect resulting from a settlement participant's involvement in

the litigation and the settlement as to any claims not specifically released. Except as stated in the preceding sentence, this Agreement does not otherwise restrict or impair in any way any other defenses PLM may have against any such non-released claims.

16. Mutual Cooperation and Settlement Agreement Procedure. The parties agree to submit any disputes relating to the terms of the agreement to the mediator for assistance with the parties' attempts to resolve the dispute, and if the parties are unable to resolve the dispute with the mediator's assistance, the mediator shall decide the resolution of the dispute. The parties to this Agreement pledge their good faith and fair dealing in supporting the approval of this settlement by the Court. Plaintiffs will file an amended Complaint asserting the Ohio and Kentucky class claims. PLM consents to the filing of an amended Complaint but will not be required to file an answer. Plaintiff will file a motion requesting preliminary approval of the settlement and certification of the settlement classes promptly upon execution of this Agreement, which request Defendant will not oppose.

17. Funding of Settlement. Within eight (8) business days of final approval by the Court, PLM, through the Administrator and provided that PLM has been given all necessary information by the Administrator, will deposit into a QSF account the Settlement Fund amount and, separately and in addition, the amount of employer's share of payroll taxes determined by the Administrator to be due and owing as to the wage portions of the settlement payments. This money will be used to pay all claims, all required taxes, attorney's fees and costs, service payments and the costs of administration.

18. No Comments to Press or Media. The Parties and their counsel agree that before the settlement is public, they shall not disclose or discuss with any member or representative of the press or media the conditions or terms of this Agreement. The Parties and their counsel further agree that they will not issue to any media outlet or member of the media any press releases or comment for publication in any media (including, but not limited to, print media, electronic media, or the internet), nor cause, encourage, or in any way facilitate any comment for publication to any media outlet or member of the media in any media relating to the Litigation or on the terms of this Agreement or the negotiations which culminated in this Agreement, except that they may respond to press inquiries by describing publicly available information and stating "the matter has been resolved amicably between the parties" or language to that effect. The fact and terms of settlement are not confidential; however, the Parties agree that PLM may move the Court in the Litigation to accept for filing on the public docket this Agreement to be approved but with monetary amounts redacted on the publicly available document, and Plaintiffs agree not to oppose PLM's request to redact the monetary amounts on the publicly filed documents.

19. No Admission. Neither this Agreement, nor final form of settlement, shall constitute an admission on behalf of PLM of any form of liability or the accuracy of any fact or allegation against it. PLM specifically denies any liability.

20. Advice of Counsel. The parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

21. Counterparts. This Agreement may be executed in counterparts and by electronic means, 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 all Parties.

Dated: October __, 2019 By: _____
Tim Logsdon
Chairman of the Board for PLM

Dated: October __, 2019 By: _____
Nick Basch
President of PLM

Dated: October ¹⁶, 2019 By: Torey Fitzgerald
Torey Fitzgerald
Named Plaintiff

Dated: October __, 2019 By: _____
Alan Moore
Ohio Class Representative

Dated: October __, 2019 By: _____
Kenneth McCoy
Kentucky Class Representative

APPROVED AS TO FORM ONLY BY COUNSEL FOR THE PARTIES:

Dated: October 17, 2019 By: C. Andrew Head
C. Andrew Head
Head Law Firm, LLC
Class Counsel

Dated: October __, 2019 By: _____
Jeff Weintraub
Fisher & Phillips LLP
Counsel for P.L. Marketing, Inc.

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Tim Logsdon
Chairman of the Board for PLM

Dated: October __, 2019 By: _____
Nick Basch
President of PLM

Dated: October __, 2019 By: _____
Torey Fitzgerald
Named Plaintiff

Dated: October 15, 2019 By: Alan D Moore
Alan Moore
Ohio Class Representative

Dated: October __, 2019 By: _____
Kenneth McCoy
Kentucky Class Representative

APPROVED AS TO FORM ONLY BY COUNSEL FOR THE PARTIES:

Dated: October __, 2019 By: _____
C. Andrew Head
Head Law Firm, LLC
Class Counsel

Dated: October __, 2019 By: _____
Jeff Weintraub
Fisher & Phillips LLP
Counsel for P.L. Marketing, Inc.

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Nick Basch
President of PLM

Dated: October __, 2019 By: _____
Torey Fitzgerald
Named Plaintiff

Dated: October __, 2019 By: _____
Alan Moore
Ohio Class Representative

Dated: October 15, 2019 By:  _____
Kenneth McCoy
Kentucky Class Representative

APPROVED AS TO FORM ONLY BY COUNSEL FOR THE PARTIES:

Dated: October __, 2019 By: _____
C. Andrew Head
Head Law Firm, LLC
Class Counsel

Dated: October __, 2019 By: _____
Jeff Weintraub
Fisher & Phillips LLP
Counsel for P.L. Marketing, Inc.

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Dated: October 18, 2019 By: 
Tim Logsdon
Chairman of the Board for PLM

Dated: October 18, 2019 By: 
Nick Basch
President of PLM

Dated: October __, 2019 By: _____
Torey Fitzgerald
Named Plaintiff

Dated: October __, 2019 By: _____
Alan Moore
Ohio Class Representative

Dated: October __, 2019 By: _____
Kenneth McCoy
Kentucky Class Representative

APPROVED AS TO FORM ONLY BY COUNSEL FOR THE PARTIES:

Dated: October __, 2019 By: _____
C. Andrew Head
Head Law Firm, LLC
Class Counsel

Dated: October __, 2019 By: _____
Jeff Weintraub
Fisher & Phillips LLP
Counsel for P.L. Marketing, Inc.

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Tim Logsdon
Chairman of the Board for PLM

Dated: October __, 2019 By: _____
Nick Basch
President of PLM

Dated: October __, 2019 By: _____
Torey Fitzgerald
Named Plaintiff

Dated: October __, 2019 By: _____
Alan Moore
Ohio Class Representative

Dated: October __, 2019 By: _____
Kenneth McCoy
Kentucky Class Representative

APPROVED AS TO FORM ONLY BY COUNSEL FOR THE PARTIES:

Dated: October __, 2019 By: _____
C. Andrew Head
Head Law Firm. LLC
Class Counsel

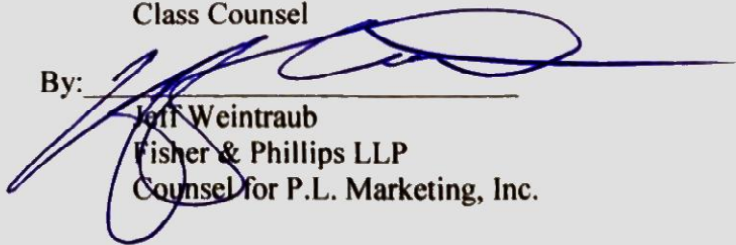
Dated: October 18, 2019 By: _____

Jeff Weintraub
Fisher & Phillips LLP
Counsel for P.L. Marketing, Inc.

EXHIBIT A

Employee Name	Position Title	FLSA Opt-In	Kentucky Class	Ohio Class
Aitkins, Terrie	STM	X		
Alexander, Kristin	STM	X	X	
Alexander, Timothy	STM	X		
Anderson, Scott	STM	X		
Arcuri, Darienne	STM	X	X	
Baker, Jennifer	STM	X		
Baker, Scott	STM	X		X
Banter, Laurie	STM and STL	X		
Barbour, Tony	STM	X		
Bass, Dennis	STM	X		
Bean, Nicholas	STM	X		
Berrian, Katina	STM	X		
Biddle, Timothy	STM	X		X
Bladen, Teresa	STM	X		
Blandon, Aries	STM	X		
Booth, Larry	STM	X	X	
Bosco, Diana	STM	X		
Boyd, Hakeem	STM	X		
Braswell, Richard	STM	X		
Brawner, James III	STM	X		
Brawner, James II	STM	X		
Bray, Richard C.	STM	X		
Brown, Marquez	STM	X		
Brown, Toni	STM	X		
Buck, Andrew	STM	X		X
Burnett, Charlene	STM	X		
Burton, Dakeisha	STM	X		
Caplinger, Crystal	STM	X		
Cain, Keonyia	STM	X		
Cecil, William	STL	X		
Chapman, Sybil	STM	X		
Cheridor, Peterson	STM	X		
Colvin, James	STM	X		X
Coons, Tammy	STM	X		
Cuellar, Carmen	STM	X		
Curney, Elbony	STM	X		
Curry Jr., James E.	STM	X		
Davila, Emilio	STM	X		
Deshazo, Jackie	STM	X		
Disibbio, Iris L.	STM	X		
Disibbio, John T.	STM	X		
Donohue, Sarah	STM	X		
Drake, William	STM	X		X
Durnell, John	STM	X	X	
Eiser, Scott	STM	X		
Erwin, Wallace	STM	X		
Faber, Stuart	STM	X	X	
Farrell, Connie	STM	X		X
Fitzgerald, Torey	STM	X		
Forsythe, Anna	STM	X		X
Francois, Amy	STM	X		
Fry, Eric	STM	X		
Frye, Jacquelin	STM	X		
Garner, Julie	STM	X		

Glover, Shirley	STM and STL	X	X	
Gray, Philip	STM	X		
Greer, Gregory	STM	X		
Griffiths, Denise	STM	X		
Gross, Adriene	STM	X		
Hacker, Jennifer	STM	X		
Harwell, Christie	STM	X		
Hawkins, Hannah	STM	X		
Hawkins, Timothy	STM	X		
Hebda, Gerald	STM	X		
Heeren, Donald	STM	X		
Hennick, Justin	STM	X		
Higgins, Kevin	STM	X	X	
Hooper, Michelle	STM	X		
Howell, Teri	STM and STL	X		
Hubler, David	STM	X		
Hunt, Phyllis	STM	X		
Hunter, Kendrick	STM	X		
Hurd, Christopher	STM	X		
Illes, Jennifer	STM	X		
James, Duane	STM	X		
Johnson, Calmingo	STM	X		
Johnson, Calvin	STM	X		
Johnson, Derwin	STM	X		
Johnston, Lisa	STM	X		
Jones, Quintin	STM	X		
Kayser, Joel	STM	X		X
Keen, Dennis	STM	X		
Kinkade, Michael	STM	X		
Kirkland, Mary	STM	X		
Knapp, Ronald	STM	X		
Knoedl, Brent	STM	X		
Kopple, Kenneth	STM	X	X	
Kottenstette, Edward	STM	X		X
Lanter, Russell	STM	X	X	
Laurenti, Joseph	STM	X		
Lewis, Mark	STM and STL	X		
Long, Christina	STM	X		
Markley, Katelin	STM and STL	X		
Mason, Jeffrey	STM	X		
Matthews, William	STL	X		
Mcanally, Sherrie	STM and STL	X		
McCoy, Kenneth	STM	X	X	
McGee, Michael	STM	X	X	
Meyers, Steven	STM	X		
Mignone, Joe	STM	X		
Miller, Timothy	STM	X		
Mills, Aubrey	STM	X		
Moore, Alan	STM	X		X
Moore, Kimberly	STM	X		
Mumphrey, Ida	STM	X		
Nuriddin, Khadijah	STM	X		
O'Shaughnessy, Michael	STM and STL	X	X	
Pallone (Kaser), Holly	STM	X		X
Perez, Chris	STM	X		

Quinlan, James	STM	X		
Quinn, Rhonda	STM	X		
Rager, Gary	STM	X		
Ramsey, Richard	STM	X		
Real, Zachary	STM	X		
Reffett, Regina	STM	X	X	
Richardson, Joni	STM	X		
Robinson, Michael	STM and STL	X		
Rodgers, Janet	STM	X	X	
Ryan, James	STM	X	X	
Sain, Elizabeth L.	STM	X		
Seidlik, Joseph	STM	X		
Shaw, Kay	STM	X		
Sheehan, Terence	STM	X	X	
Shumate, Charles	STM	X	X	
Smith, Antonio	STM	X		X
Smith, Casey	STM	X		
Smith, Erin	STM	X		
Smith, Jarvis	STM	X		
Smith, Susan	STM	X		
Smith, Tammy	STM	X		
Smith, Tracie	STM	X		
Spangler, Ginger	STM	X		
Sparks, Brad	STM	X		
Sparks, Sarah	STM	X		
Stewart, Ashley	STM	X		
Story, Steven P.	STM	X		
Sykes, Dvaughn	STM	X		
Tabb, Jeffrey	STM	X		
Teives, Daniel	STM and STL	X	X	
Terry, Derrick	STM	X		X
Terry, Nicole	STM	X		
Tietze, Victoria	STM	X		
Tompkins, John	STM	X	X	
Trevillion, Jerome	STM	X		
Trevino, Raul	STM and STL	X		
Vachon, Donna C.	STM and STL	X		
Vachon, Marguerite P.	STM and STL	X		
Vernice, Dawn	STM	X		X
Vinson, Jerome	STM	X		
Von Schipmann, Kellie	STL	X		
Watkins, Willie	STM	X		
Weakley, Vicki	STM	X		
Wiley, Lexie	STL	X		
Wilhelm, Joseph	STM	X	X	
Williams, Jennifer	STM	X		
Williams, Matthew	STM	X		
Williams, Rashan	STM	X		
Wilson, Gabrielle	STM	X		
Wilson, Miracle	STM	X		
Wiseman, John	STM	X		
Woodside, Matthew	STL	X		
York, Arlie A.	STM and STL	X		
Cecil, Thomas M.			X	

*currently excluded if Court certifies class using 2 year period from tolling date instead of earlier Complaint filing date