

If you worked at P.L. Marketing as a Kentucky-based or Ohio-based salaried Set/Reset Team Member, you could receive a payment from this class action settlement.

A federal court authorized this notice. This is not a solicitation from a lawyer.

- You are receiving this Notice because although you did not file a Consent to opt-in to this lawsuit during the prior notice process, you may still be eligible to receive a payment from a settlement. As part of the overall \$1,575,000 gross settlement for the claims of the federal Fair Labor Standards Act (“FLSA”) collective action members who joined the case, and the Kentucky and Ohio class actions for those individuals who worked as salary-paid Set Team Members or Reset Team Members (“STMs”), the settlement provides you the opportunity to be paid pursuant to the procedures defined in this Notice.
- The Settlement affects the rights of certain P.L. Marketing, Inc. (“PLM”) employees who worked as salary-paid STMs based in Kentucky or Ohio within the covered period, as described in more detail below.
- Your legal rights are affected whether you act or don’t act. Read this notice carefully.

Your legal rights and options in this Settlement:	
Receive a payment	According to PLM’s records, you have an opportunity to receive a settlement payment. If you do not exclude yourself and the settlement receives final approval, you will be issued two checks. To receive your full settlement payment of \$XX under the settlement, you must agree to the FLSA Release and opt-in by accepting and endorsing your FLSA Payment check. Regardless of whether you endorse your FLSA Payment check, you will still receive one-half of your full offered amount (an estimated payment of \$XX) under the settlement as payment for your Kentucky or Ohio state law overtime claims released by this settlement.
Forfeit the offered FLSA Payment	You may forfeit your offered FLSA Payment (one-half of your estimated payment amount above) by not cashing, depositing, or otherwise endorsing your FLSA Payment check before the check void date. If you do so, you forfeit your offered FLSA Payment which was contingent upon releasing FLSA claims against PLM.
Exclude yourself	You may exclude yourself or “opt out” if you do not wish to participate in the settlement altogether. If you choose this option, you get no payment and will not release any claims against PLM.
Comment (including Object)	Write to tell the Court what you think about the settlement.
Go to the hearing	If you would like, you may ask to speak in Court about the fairness of the settlement. You do not need to do this to receive a payment.

- These rights and options—and the deadlines to exercise them—are explained in this notice.
- The Court in charge of this case has only preliminarily approved the settlement, and still has to decide whether to grant final approval of the settlement. Payments will be made if the Court approves the settlement and after appeals, if any, are resolved. Please be patient.
- This is not a lawsuit against you. Your participation in this lawsuit and acceptance of money from the settlement will not affect your employment status in any way.

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Basic Information

1. Why did I get this notice package?

The purpose of this Notice is to let you know that there has been a class and collective action settlement in the lawsuit pending in the United States District Court, Western District of Tennessee, entitled *Fitzgerald, et al v. P.L. Marketing, Inc.*, No. 2:17-cv-02251 (the “Lawsuit”). You are receiving this Notice because although you did not file a Consent to opt-in to this lawsuit during the prior notice process, you may still be eligible to receive a payment from the portion dedicated to settlement of claims by Kentucky and Ohio class members who did not previously join the lawsuit. As part of the overall \$1,575,000 gross settlement for the claims of the collective action members who joined the case and the Kentucky and Ohio class actions covering those individuals who worked as salary-paid Set Team Members or Reset Team Members (“STMs”) during the applicable time periods (for Kentucky, from August 18, 2012 through December 4, 2016; for Ohio, from August 18, 2015 through December 4, 2016), you are eligible to be paid your pro rata share if you timely follow the proper procedures defined in this Notice.

The Court authorized that you be sent this notice because you have a right to know about a proposed settlement of the Lawsuit, and about your options, before the Court decides whether to grant final approval of the settlement. If the Court approves it and after any objections and appeals are resolved, a third-party Settlement Administrator appointed by the Court and paid from the settlement fund will make the payments that the settlement allows. You may keep informed of the progress of the settlement by consulting the Settlement Administrator’s case-specific website referenced below.

This package explains the lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them. If you wish to receive money from, comment upon (including object to), or exclude yourself from the settlement, you must do so following the procedures described below.

2. What is this lawsuit about?

In the Lawsuit, Plaintiffs claimed that PLM misclassified STMs as exempt from the overtime pay requirements of federal, Kentucky and Ohio state law until those positions were reclassified to hourly-paid overtime eligible effective on the December 4, 2016 pay date.¹ The Lawsuit asked the Court to require PLM to pay overtime backpay, interest and/or liquidated damages, and other payments. PLM denies that it did anything wrong and contends that, among other things, that it has complied at all times with applicable federal and state law.

3. Why is this a class action?

In a class action, one or more people, called Class Representatives (in this case, former Kentucky STM Kenneth McCoy), bring a claim in court on behalf of people who have similar claims. All these people with similar claims are Class Members. One court resolves the issues for all Class Members, except for those who exclude themselves from the Class. The Honorable Samuel H. Mays, Jr., United States District Judge, is presiding over this class and collective action settlement.

¹ The Lawsuit also alleged that PLM misclassified Set Team Leaders (“STLs”) as exempt from the overtime pay requirements of federal law, and the Lawsuit included those individuals who worked as salary-paid STLs in the conditionally certified FLSA collective action. The class action claims relate only to weeks worked as STMs, not STLs, and this Notice only relates to your weeks worked as a STM.

4. Why is there a settlement?

The Court did not decide in favor of either party. Instead, both sides agreed to a settlement, which, if approved, brings the litigation to an end. That way, Plaintiffs and PLM avoid the cost, delay, and uncertainty of moving forward in litigation to trial and possible appeals, and the Class Members will get compensation. The Class Representatives and the attorneys for both sides think that the settlement is fair, reasonable, adequate and in the best interests of the members of the class and all parties.

Who is in the Settlement

To see if you are eligible to get money from this settlement, you first have to determine if you are a Settlement Class Member.

5. How do I know if I am part of the settlement?

The preliminary approval Order entered by Judge Mays in the Lawsuit determined that everyone who fits this description is a Settlement Class Member:

Any individuals who worked weeks as Kentucky-based STMs paid as salaried overtime-exempt from August 18, 2012 through the December 4, 2016 pay date (“Kentucky Class Members” in the “Kentucky class action”); and

Any individuals who worked weeks as Ohio-based STMs paid as salaried overtime-exempt from August 18, 2015 through the December 4, 2016 pay date (“Ohio Class Members” in the “Ohio class action”).

If you are receiving this Notice, it means that PLM’s records show that you are a Settlement Class Member. If you are still not sure whether you are included, you can ask for free help. You can call the Settlement Administrator at 1-866-742-4955.

The Settlement Benefits—What You Get

6. What does the settlement provide?

PLM has agreed to pay a \$1,575,000 Gross Settlement Fund (“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 PLM 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 from the Settlement Fund, PLM will pay the employer’s share of payroll taxes on the wage portion of Settlement Class payments.

7. How was my settlement payment calculated?

The amount of each Class Member’s individually allocated amount from the Settlement Fund was calculated based on the number of covered and eligible weeks worked: for Kentucky-based salary-paid STMs, from August 18, 2012 through December 4, 2016; for Ohio-based salary-paid STMs, from August 18, 2015 through December 4, 2016. For full details on the methodology used to calculate your settlement payment, you may view the complete Settlement Agreement at www.rg2claims.com/plmarketing.html and/or contact the Settlement Administrator at 1-866-742-4955.

8. What can I get from the settlement?

Your total estimated individual share of the settlement from the Settlement Fund is the gross amount of **\$XX** before employment taxes and withholdings, consisting of an offered FLSA Payment (one-half) and a Kentucky or Ohio state law payment (one-half). If you follow the proper procedure to receive your full payment and do not exclude yourself from settlement, and if the settlement is granted final approval, then you will receive two settlement checks for your offered share of the settlement: one-half of your individually allocated amount for your offered FLSA payment, contingent on opting-in to the Lawsuit and releasing FLSA claims by endorsing that check, and one-half of your amount for the release given for Kentucky or Ohio state law claims by the Court's final approval order. Regardless of whether you accept the offered FLSA Payment and release the FLSA claims, or decline the offered FLSA Payment and therefore do not release any FLSA claims, you will still receive your state law payment in exchange for the state law release imposed by final Rule 23 certification and settlement approval.

How You Get a Payment

9. How can I get a payment?

According to PLM's records, you worked covered weeks as a STM while based in Kentucky or Ohio and have not yet opted in to this action. You now have the opportunity to participate in the settlement and receive a payment. To accept the offered FLSA Payment (one-half of your allocated individual amount) you must cash, deposit or otherwise endorse the FLSA Payment check and thereby accept the FLSA Release before the expiration of the check void deadline of approximately October 12, 2020.

You will receive the state law payment (the other one-half of your individually allocated payment amount) by separate check regardless of whether you endorse the FLSA Payment check.

Regardless of whether you forfeit your offered FLSA Payment, you will receive the other one-half of your individually allocated amount from the fund for the release given for Kentucky or Ohio state law claims under the settlement unless you exclude yourself from the settlement (see Excluding Yourself from the Settlement below).

10. When would I get my payment?

The Court will hold a hearing on June 4, 2020 in Courtroom 3, to decide whether to approve the settlement. If Judge Mays approves the settlement, and there are no appeals, we estimate that checks will be mailed after approximately June 14, 2020. However, because it is always possible for there to be unexpected delays or appeals, it is possible that the payments will be delayed by a year or more, or that an appeals court could determine that the payments cannot be made if any appeals are filed. Please be patient, and refer to the Settlement Administrator's website for status updates.

11. What am I giving up to get a payment or stay in the Class?

According to PLM's records, you performed work as a Kentucky-based or Ohio-based salary-paid STM within the applicable state law periods. Unless you exclude yourself, you will remain as part of the Class and receive settlement payments. This means that you cannot sue, continue to sue, or be part of any other lawsuit against PLM over the specific state-law wage and hour issues in this case for weeks worked as a salary-paid STM. If you accept and endorse your offered FLSA Payment settlement check, you cannot sue, continue to sue, or be part of any other lawsuit against PLM over the specific federal wage and hour issues in this case under the Fair Labor Standards Act ("FLSA") for weeks worked as a salary-paid STM. If you do not exclude yourself from the settlement, it means that all of the Court's orders will

apply to you and legally bind you. In other words, you agree to the Released Claims below, which describes the legal claims that you give up if you get settlement benefits.

Released State Law Claims: (1) Kentucky Class Members who do not exclude themselves (opt out) from the settlement shall release 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 August 18, 2012 through December 4, 2016 Kentucky Period, arising through July 10, 2019; and (2) Ohio Class Members who do not exclude themselves (opt out) from the settlement shall release 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 August 18, 2015 through December 4, 2016 Ohio Period, arising through July 10, 2019.

If you accept and endorse the offered FLSA Payment, you agree to the FLSA Release:

FLSA Release: Kentucky or Ohio Class Members who endorse the offered FLSA Payment 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 from August 18, 2012 through the December 4, 2016 pay date paid as salaried exempt, as tied to the factual predicate alleged in the Complaint as amended, arising through July 10, 2019.

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.

"Releasees" means PLM and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors, attorneys, owners and shareholders thereof.

Your settlement check for the offered FLSA Payment will contain the following required endorsement language which becomes effective by depositing, cashing, or otherwise endorsing that settlement check:

By accepting this payment, I consent to join the action, *Fitzgerald v. PLM*, and agree to waive any right to bring suit for federal and state wage claims including overtime under the Fair Labor Standards Act or state and local laws for weeks worked as Set Team Member **from August 18, 2012 to December 4, 2016**. I agree that by accepting this payment, I have settled my claims for any unpaid wages, overtime, liquidated damages, interest, and associated fees and penalties for those weeks.

Excluding Yourself From the Settlement

If you do not want a payment from this settlement, and you want to keep the right to sue or continue to sue PLM separately from the Litigation for the legal claim specifically described in the Released Claims above, then you must submit a timely and compliant request for exclusion to opt-out of this settlement pursuant to the opt-out procedures in this Notice. If you have a pending lawsuit, speak to your lawyer in that lawsuit immediately, because you may have to exclude yourself from this Class to continue your own lawsuit. This is called excluding yourself from – or opting out of – the settlement Class.

12. How do I opt out of the settlement?

To exclude yourself from (opt out of) the settlement and its payment and not release any claims, you must send a letter saying that you want to be excluded from *Fitzgerald v. P.L. Marketing, Inc.*, No. 2:17-cv-02251 (W.D. Tenn.), and that you understand that you will not receive money from it. You must include your name, address, telephone number, and your signature, as well as your employee ID number or the last four digits of your Social Security number for identity verification purposes. You must submit your exclusion (or opt-out) request, postmarked no later than April 20, 2020, (or received by the Settlement Administrator by that date if sent by e-mail) to:

Fitzgerald v. PLM Settlement Administrator
c/o RG/2 Claims Administration LLC
P.O. Box 59479
Philadelphia, PA 19102-9479
Email: info@rg2claims.com

You cannot exclude yourself (opt out) by phone. If you submit a timely request to be excluded, you will not get any settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit. You may be able to sue (or continue to sue) PLM in the future, though your claim period may expire or be reduced by the continued running of the applicable statute of limitations on your claims.

13. If I exclude myself, can I get money from this settlement?

No. If you exclude yourself, you will not receive money. But you may sue, continue to sue, or be part of a different lawsuit against PLM for the legal claim specifically described in the Released Claims above.

Your Privacy

14. Will my employer or (if PLM) my PLM manager know whether or how I responded to this Notice?

Settlement administration and processing of settlement checks are being handled by an independent, experienced Settlement Administrator. Exclusion requests and comments on the settlement (including objections) are also to be sent to the Settlement Administrator. The Settlement Administrator will report to PLM (as well as your lawyers, called Class Counsel) regarding which exclusion requests and comments (including objections) were submitted and which checks were endorsed.

PLM has agreed that no information about these submissions (or lack thereof) will be shared within the company unless there is a need-to-know in order to implement the settlement or conduct business.

The Lawyers and Class Representatives Representing You

15. Do I have a lawyer in this case?

The Court appointed the following attorneys to represent you and the other Class Members: C. Andrew Head and Bethany Hilbert of Head Law Firm, LLC.

The lawyers are called Class Counsel or Plaintiffs' Counsel. You will not be charged for these lawyers' work in securing the settlement benefits for you and the other Class Members. If you want to be represented by your own lawyer, you may hire one at your own expense.

16. How will Class Counsel and the Named Plaintiffs be paid?

Class Counsel will ask the Court to approve payment from the settlement fund of attorneys' fees of one third (1/3) of the Settlement Fund (which is \$525,000), in addition to 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 approved by the Court, and other reasonable litigation costs and expenses incurred by Class Counsel not to exceed \$15,000, to be paid by deduction from the Settlement Fund. In addition, Class Counsel will apply to the Court for approval of service payments to the Named Plaintiff Torey Fitzgerald of \$7,500, Kentucky Class Representative Plaintiff Kenneth McCoy of \$2,500, and Ohio Class Representative Plaintiff Alan Moore of \$2,500, to be paid from the Settlement Fund. These service payments are being requested in recognition of the time, effort, and risk incurred by the Plaintiffs in securing this settlement for you and the other class and collective action settlement participants.

Commenting on (Including Objecting to) the Settlement

You can tell the Court what you think about the settlement.

17. How do I tell the Court that I like or don't like the settlement?

If you're a Settlement Class Member and you do not exclude yourself from the settlement, you can comment on (including objecting to) the settlement. You can give reasons why you think the Court should or should not approve it.

The Court cannot order a larger settlement; it can only approve or deny the settlement. If the Court denies approval, there will be no settlement at this time, no settlement payments will be sent out, and the Lawsuit will continue. If that is what you want to happen, you should object.

You may comment on and object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written comments and objections and supporting papers must (a) clearly identify the case name and number (*Fitzgerald v. P.L. Marketing, Inc.*, No. 2:17-cv-02251 (W.D. Tenn.)), (b) in the case of an objection, state whether it applies only to the objector, to a specific subset of the class, or to the entire class, and also state with specificity the grounds for the objection, (c) be submitted to the Court either by mailing them to the Court Clerk, United States District Court for the Western District of Tennessee, Clifford Davis and Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103, or by filing them in the Civil Clerk's office of the United States Courthouse located at the address listed above, with a copy served on the Settlement Administrator, and (d) be filed or postmarked on or before May 14, 2020.

18. What's the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Class. If you exclude yourself, you have no basis to object because the case no longer affects you.

The Court's Fairness Hearing

The Court will hold a fairness hearing to decide whether to approve the settlement. You may attend and you may ask to speak, but you do not have to.

19. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing at 1:30 p.m. on June 4, 2020, in Courtroom 3 at the United States District Court for the Western District of Tennessee, Clifford Davis and Odell Horton Federal Building, 167 North Main Street, Memphis, Tennessee 38103, before the Honorable Samuel H. Mays, Jr., United States District Judge. At this hearing the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections, the Court will consider them. Judge Mays will listen to people who have asked to speak at the hearing, if any. The Court may also decide how much to pay Class Counsel, and/or any service payment or payment of litigation or settlement administration costs or expenses from the Settlement Fund. After the hearing, the Court will decide whether to approve the settlement. We do not know how long these decisions will take. The fairness hearing may be postponed without further notice to the Class. If you plan to attend the hearing, you should check the Court's Proceedings Calendar at <https://www.tnwd.uscourts.gov/calendars/Mays/default.htm> to confirm that the hearing date has not been changed.

20. Do I have to come to the hearing?

No. Class Counsel represents you and will answer questions Judge Mays may have. But you are welcome to come at your own expense. If you send a comment (including an objection), you do not have to come to Court to talk about it. As long as you mailed it on time, the Court will consider it. You may also pay your own lawyer to attend, but it's not necessary.

21. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. To do so, you must send a letter to the Settlement Administrator at the address listed in section 12, saying that it is your "Notice of Intention to Appear at the Fairness Hearing in *Fitzgerald v. P.L. Marketing, Inc.*" You must include your name, address, telephone number, and signature. Your Notice of Intention to Appear must be postmarked or emailed no later than May 14, 2020. This requirement may be excused upon a showing of good cause.

You cannot speak at the hearing if you excluded yourself, because the case no longer affects you.

If You Do Nothing

22. What happens if I do nothing at all?

According to PLM's records, you performed salary-paid STM work while based in Kentucky in one or more weeks between August 18, 2012 and December 4, 2016, or while based in Ohio in one or more weeks between August 18, 2015 and December 4, 2016. If you do nothing, you will receive settlement checks for your offered FLSA Payment and your Kentucky or Ohio state law payment and will release the FLSA claims (if you endorse your offered FLSA Payment check) and the Kentucky or Ohio state law claims from the Released Claims described above in section 11.

You are not required to take any action or not take any action. It is your choice.

Getting More Information

23. Are there more details about the settlement?

This Notice is intended to be a summary of the terms of the Settlement. You may also obtain this information by contacting the Settlement Administrator at 1-866-742-4955, Class Counsel at Head Law

Firm, LLC (312) 690-7765, or by accessing the Court docket in this case through the Court's Public Access to Court Electronic Records (PACER) system at <https://www.tnwd.uscourts.gov/cmecf-links.php>.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

Issued by order of the United States District Court for the Western District of Tennessee.

Dated: March 5, 2020