

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

JENNIFER SCOTT, DANNY LYNN
JONES, DELANIE BUTLER, TIARRA
POTEAT, PAKISHA STREATER, and
MARCIAL RIVERA, Individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PORTFOLIO RECOVERY ASSOCIATES,
L.L.C.

Defendant.

Case No. 2:20cv267(RCY)

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT AND FLSA COLLECTIVE ACTION**

Plaintiffs Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera, individually and on behalf of all others similarly situated, (“Representative Plaintiffs”) respectfully move this Court to preliminarily certify the proposed Rule 23 Class identified herein for the purpose of settlement, preliminarily approve the Collective and Class Action Settlement Agreement (“Agreement”) between the Parties, and set a fairness hearing to address the same. A copy of the Agreement is attached as Exhibit A to the Motion. The Parties further move this Court to approve the FLSA collective action as defined herein. Defendant Portfolio Recovery Associates, L.L.C. (“PRA”) does not oppose this Motion.

If the Court grants preliminary approval, the Claims Administrator selected by the Parties will distribute the Notice of Settlement and Claim Form to Collective/Class Members. Once the Notice Period has concluded, the Parties will return to the Court for final approval of the settlement. The

Parties therefore request that the Court approve the proposed documents to be sent to the members of the settlement class.

This Motion is based on the accompanying Memorandum of Law, Declaration of Austin Anderson, Collective/Class Counsel, the associated exhibits, and the entire record of this action.

Dated: March 15, 2021

Respectfully submitted,

ANDERSON ALEXANDER, PLLC

By: /s/ Zev Antell

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***Attorneys in Charge for Representative Plaintiffs
and Putative Collective/Class Members***

CERTIFICATE OF CONFERENCE

I hereby certify that I have conferred with Counsel for Defendant and they are not opposed to the filing of this Motion or the relief requested herein.

/s/ Zev Antell
Zev Antell

CERTIFICATE OF SERVICE

I hereby certify that on March 15, 2021, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Eastern District of Virginia using the electronic case filing system of the court. The electronic case filing system sent a “Notice of Electronic Filing” to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

/s/ Zev Antell
Zev Antell

Exhibit A

**UNITED STATES DISTRICT COURT
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JENNIFER SCOTT, DANNY LYNN
JONES, DELANIE BUTLER, TIARRA
POTEAT, PAKISHA STREATER, and
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behalf of all others similarly situated,

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Defendant.

Case No. 2:20cv267(RCY)

COLLECTIVE AND CLASS ACTION SETTLEMENT AGREEMENT

This Collective and Class Action Settlement Agreement (“Settlement Agreement” or “Agreement”) is made by and between Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera (collectively, “Representative Plaintiffs”) on behalf of themselves and all other similarly situated members of the Settlement Collective (as defined herein) and the Settlement Class (as defined herein) on the one hand, and Portfolio Recovery Associates, L.L.C. (herein “PRA” or “Defendant”), on the other hand, (the parties collectively referred to as the “Settling Parties”).

I. Introduction¹

This Settlement Agreement is made and entered into by and among: (i) the Representative Plaintiffs (on behalf of themselves and each of the Collective Members who choose to participate in the settlement (the “Settlement Collective Members”) and each of the Class Members who do not

¹ All words or phrases that are initially capitalized herein are defined as set forth in this Settlement Agreement in Section IV, *infra*, or elsewhere in this Settlement Agreement.

opt-out of the settlement (the “Settlement Class Members”) with the assistance and approval of Collective/Class Counsel; and (ii) PRA, with the assistance and approval of its counsel of record in the Litigation. This Settlement Agreement is intended by the Settling Parties to result in the final resolution with prejudice of the Litigation and to fully, finally and forever resolve, discharge and settle the Released Federal Claims and Released State Claims upon and subject to the terms and conditions in this Settlement Agreement. The negotiations, terms, and details (apart from any publicly filed pleadings) shall remain confidential and subject to the provisions of Federal Rule of Evidence 408.

II. Conditional Collective and Class Certification

1. As part of the settlement of this litigation pursuant to this Agreement, the Settling Parties are agreeing to the conditional certification of the Collective and Class solely for the purpose of consummating the settlement of this Litigation on a collective action basis (for claims under the Fair Labor Standards Act [“FLSA”]) and on a class action basis (for state/local statutory and/or common law wage and hour claims) and conditioned on the Court granting all necessary approval of both aspects of the settlement of this Litigation.

2. In order to participate in the settlement proceeds to be distributed to the Collective upon approval of the Collective settlement as set forth in this Agreement, Collective Members shall individually sign and return a Claim Form To Opt-In and Become Party to The Federal Collective Action Under 29 U.S.C. § 216 and Release of Federal Claims (“Claim Form”), to join the Lawsuit and to release all Released Federal Claims. The form of the Claim Form, subject to the Court’s approval, is attached hereto as Exhibit 2.

3. Class Members shall automatically participate in the settlement proceeds to be distributed to the Class upon Final Approval of this Agreement and will release all Released State Claims unless they affirmatively choosing to opt-out of the Class settlement.

4. In the event that the Court does not enter orders granting both approval of the Collective settlement and final approval of the Class settlement set forth in this Settlement Agreement, or in the event that both those orders do not become final for any reason, this Settlement Agreement shall be deemed null and void *ab initio*, shall be of no force or effect whatsoever, and shall not be referred to or utilized for any purpose whatsoever.

III. Defendant's Denial of Wrongdoing or Liability

1. PRA denies all of the claims as to liability, damages, penalties, interest, fees, restitution and all other forms of relief, as well as the allegations that the Representative Plaintiffs have asserted against it in *Jennifer Scott, et al. v. Portfolio Recovery Associates, L.L.C.*, 2:20-CV-00267-MSD-LRL (E.D. Va.), *Jones, et al. v. Portfolio Recovery Associates, L.L.C.*, No. 1:20-cv-01083 (W.D. Tenn.), and the transferred claims from *Butler v. Portfolio Recovery Associates, L.L.C.*, No. 2:20-00403-AWA-DEM (E.D. Va.)² (collectively, the "Litigation"). PRA specifically denies that it has violated the FLSA or any state/local wage and hour law. Nonetheless, PRA has concluded that further conduct of the Litigation would be protracted and expensive. PRA has also taken into account the uncertainty and risks inherent in any litigation, especially in national, collective and class action cases like this Litigation. PRA has therefore determined that it is desirable and beneficial to it that the Litigation be settled in the manner and upon the terms and conditions set forth herein. PRA reserves all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, or representative treatment on any grounds or to assert any and

² On July 2, 2020, PRA filed an unopposed Motion to Consolidate this case with a similar case pending in the Western District of Tennessee styled *Jones, et al. v. Portfolio Recovery Associates, L.L.C.*, No. 1:20-cv-01083 (W.D. Tenn.) (ECF No. 31 and 32). The Motion to Consolidate was granted on July 7, 2020 (ECF No. 33). On August 14, 2020, a Joint Motion to Consolidate *Butler v. Portfolio Recovery Associates, L.L.C.*, No. 2:20-00403-AWA-DEM (E.D. Va.) was filed under this cause number, and that motion was granted on August 24, 2020 (ECF Nos. 43, 44 and 48). Thus, these three separate lawsuits have been consolidated into the present case, and these consolidated claims are included in the definition of the "Litigation" herein.

all defenses or privileges. The Representative Plaintiffs, and the law firm of Class/Collective Counsel, agree that PRA retains and reserves these rights, and agree not to take a position to the contrary. In particular, the Representative Plaintiffs and Collective/Class Counsel waive, and agree not to argue or present, any argument that PRA would be estopped from in any way contesting class or collective action certification because it has entered this Settlement Agreement. The Settling Parties also agree that in the event the Court does not approve this Settlement Agreement, the Settling Parties will not make any substantive reference to this proposed settlement when advocating their positions in any ongoing litigation of this matter.

2. Likewise, the Representative Plaintiffs and Collective/Class Counsel believe that the claims presently asserted in the Litigation have merit. However, the Representative Plaintiffs and Collective/Class Counsel recognize and acknowledge the expense and length of the type of continued proceedings necessary to prosecute the Litigation against PRA through trial and through appeals. The Representative Plaintiffs and Collective/Class Counsel have also taken into account the uncertain outcome and the risk of any litigation, as well as the difficulties and delays inherent in such litigation, especially in collective and class action litigation. Based upon their evaluation, the Representative Plaintiffs and Collective/Class Counsel have determined that this Settlement is in the best interests of the Representative Plaintiffs, the Collective, and the Class.

IV. Defined Terms

As used in all parts of this Settlement Agreement, the following terms have the meanings specified below:

1. **“Claims Administrator”** means the third-party claims administration firm selected by Collective/Class Counsel and agreed to by PRA.
2. **“Class”** means all current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position in the states of Alabama, California,

Florida, Kansas, Nevada, North Carolina, Tennessee, Texas, and Virginia, from April 1, 2017 through the Preliminary Effective Date; and (2) who worked at least one State Qualifying Work Week (as defined herein) during the Class Period (as defined herein).³ PRA shall provide a list of the Class to the Claims Administrator within 15 business days of the Preliminary Effective Date.

3. **“Collective”** means all current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position, at any time from April 1, 2017 through Preliminary Effective Date; and (2) who worked at least one Federal Qualifying Work Week (as defined herein) during the Collective Period (as defined herein).⁴ PRA shall provide a list of the Collective to the Claims Administrator within 15 business days of the Preliminary Effective Date.

4. **“Class Members”** means any person or all persons who fall within the definition of the Class.

5. **“Collective Members”** means any person or all persons who fall within the definition of the Collective.

6. **“Collective/Class Members”** means the set of all persons who fall within the definitions of the Collective and/or the Class, combined.

7. **“Class Period”** means the period from April 1, 2017 through the Preliminary Effective Date.

8. **“Collective Period”** means the period from April 1, 2017 through the Preliminary Effective Date.

9. **“Collective/Class Counsel”** means Anderson Alexander, PLLC.

³ Excluded from the Class is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released State Claims.

⁴ Excluded from the Collective is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released FLSA Claims.

10. **“Settlement Class”** means the group of all of the Class Members who do not timely opt-out of the settlement, and thus who release and waive all Released State Claims and who become subject to and bound by this Settlement Agreement related to the Released State Claims.

11. **“Settlement Class Member”** means any member of the Settlement Class.

12. **“Settlement Collective”** means the group of all of the Collective Members who have timely executed and returned their Claim Forms so as to release and waive all Released Federal Claims and to become subject to and bound by the Settlement Agreement and their individual Claim Forms related to the Released Federal Claims.

13. **“Settlement Collective Member”** means any member of the Settlement Collective.

14. **“PRA”** or **“Company”** means Portfolio Recovery Associates, L.L.C.

15. **“PRA Releasees”** means PRA and any of its parents, partners, subsidiaries, affiliates, predecessors, agents, directors, managers, employees, contractors, successors, heirs, administrators, executors, assigns, representatives, insurers, co-insurers, re-insurers, shareholders, attorneys, employee benefit plans, employee benefit plan trustees, fiduciaries, administrators, or other persons or entities acting on their behalf.

16. **“Court”** means the United States District Court for the Eastern District of Virginia.

17. **“Preliminary Effective Date”** means the date on which the last of all of the following events have occurred, provided that each and every of the following events occurred: (i) counsel for PRA is in physical receipt of a fully executed copy of this Settlement Agreement, and a completed and signed IRS Form W-9 from Anderson Alexander, PLLC; (ii) Representative Plaintiffs have filed with the Court a Motion for Preliminary Approval, seeking permission to send Notice of Settlement to the Collective Members and Class Members; and (iii) the Court has entered an order

granting such Motion, and approving the Notice of Settlement to be issued to the Collective Members/Class Members (including permission to send Notice of Settlement to Collective Members and Class Members via cellular phone numbers and via text messaging).

18. **“Final Effective Date”** means the date on which the last of all of the following events have occurred, provided that each and every of the following events occurred: (i) the Preliminary Effective Date occurred; (ii) PRA did not exercise its unilateral right to terminate this Settlement Agreement pursuant to Section VIII Paragraph 2.2.10, herein; (iii) Representative Plaintiffs have filed with the Court a Motion for Final Approval of the Class settlement related to the Settlement Class Members; (iv) the Court has entered a final order approving the Settlement Agreement as to the Settlement Class Members and dismissing the Lawsuit with prejudice. In the event any person files a timely objection to the Settlement Agreement, the Final Effective Date shall not occur until any applicable deadlines for seeking appellate review have elapsed without such review being sought. If appellate review of any order by the Court related to this Settlement Agreement is sought, the Final Effective Date will be 14 days after any such appeal is decided assuming there remains a final order approving the settlement and the Lawsuit has been dismissed with prejudice and no rights to further appeal exist.

19. **“Motion for Preliminary Approval”** means the filing by Representative Plaintiffs seeking: the Court to conditionally certify a collective action pursuant to 29 U.S.C. § 216(b) for the purposes of effectuating the settlement of Released Federal Claims; Court approval of the Settlement Agreement as to the Collective; preliminary conditional certification of the class action pursuant to Rule 23 for the purpose of effectuating the settlement of the Released State Claims; preliminary Court approval of the Settlement Agreement as to the Class; approval of the formula for allocating the Settlement Sums to be offered to Collective Members and Class Members (as minimum settlement payments); an order requiring the delivery by PRA of certain personnel information to the

Claims Administrator; to authorize the Notice of Settlement to be sent to the Collective and the Class; to approve of the form of the Notice of Settlement and the Claim Form; to approve the methods by which the Notice of Settlement and the Claim Form will be disseminated to the class, including via text message; and to authorize Collective/Class Counsel to contact the Collective Members/Class Members regarding the settlement of this Litigation, the Notice of Settlement, the Claim Form, and/or instructions for opting in or out of the Settlement Agreement, and to certify a collective action pursuant to 29 U.S.C. § 216(b).

20. **“Motion for Final Approval”** means the filing by Representative Plaintiffs seeking final approval of the Settlement Agreement as to the Class settlement, to approve the Final State Settlement Sums to be paid to Settlement Class Members, to approve the Final Federal Settlement Sums to be paid to the Settlement Collective Members, and to dismiss the Litigation with prejudice. Assuming PRA did not exercise its unilateral right to terminate this Settlement Agreement pursuant to Section VIII Paragraph 2.2.10, this motion shall be filed within seven (7) days following the deadline for PRA to so terminate this Settlement Agreement.

21. **“Representative Plaintiffs”** means Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera

22. **“Last Known Address”** means the most recently recorded mailing address for a Collective Member/Class Member as contained in the employment personnel records maintained by PRA.

23. **“Maximum Settlement Amount”** shall mean the maximum total amount that can be paid by PRA pursuant to this Settlement Agreement. It is agreed that the Maximum Settlement Amount is \$1,500,000.00 (One Million, Five Hundred Thousand Dollars and Zero Cents), excluding the employer’s share of payroll withholdings/taxes on any relevant settlement payment, which PRA shall pay separately. It is understood and agreed that under the terms of this Settlement Agreement,

PRA will not, under any circumstances, be required or obligated to pay more than this Maximum Settlement Amount, excluding consideration of any employer's share of payroll withholdings/taxes on any relevant settlement payment (which PRA will pay separately). The Maximum Settlement Amount is intended to and shall cover any and all of the expenses associated with the settlement, including the following items, which are all subject to the occurrence of the Final Effective Date: (1) the maximum total gross amount that PRA will pay to Settlement Collective Members, including Representative Plaintiffs, subject to them each timely executing a Claim Form (the FLSA Settlement Fund, calculated as set forth herein); (2) the maximum total gross amount that PRA will pay to Settlement Class Members, including Representative Plaintiffs, who do not opt out of the Class (the State Settlement Fund, calculated as set forth herein); (3) the amount of attorneys' fees, costs, and any and all other litigation expenses awarded by the Court to Collective/Class Counsel (subject to the limitations of Section VIII Paragraph 3.3.2), (4) any Enhancement Payment (as defined herein) to the Representative Plaintiffs, not to exceed \$2,500.00 each, and subject to them each timely executing this Agreement and not opting out of the Class settlement; and (5) all settlement administration costs and fees to the Claims Administrator.

24. **"Net Settlement Amount"** means the amount to be divided, after the Final Effective Date, amongst the Settlement Collective Members and the Settlement Class Members. This amount is calculated by subtracting from the Maximum Settlement Amount all attorneys' fees, costs and litigation expenses to Collective/Class Counsel, any Enhancement Payments to Representative Plaintiffs, the settlement administration costs and fees to be paid to the Claims Administrator, and any other deductions allowed per the terms of this Settlement Agreement. The Net Settlement Amount will then be split into two separate settlement funds (the FLSA Settlement Fund and the State Settlement Fund) using the formulas set forth herein.

25. **“FLSA Settlement Fund”** shall mean the portion of the Net Settlement Amount that will be paid to the Settlement Collective Members. The FLSA Settlement Fund will be calculated by dividing the total Federal Work Weeks by the sum of the total Federal Work Weeks and the total State Work Weeks, and then multiplying the Net Settlement Amount by that number.

26. **“State Settlement Fund”** shall mean the portion of the Net Settlement Amount that will be paid to the Settlement Class Members. The State Settlement Fund will be calculated by dividing the total State Work Weeks by the sum of the total Federal Work Weeks and the total State Work Weeks, and then multiplying the Net Settlement Amount by that number.

27. **“Minimum Settlement Payment”** means an amount not to exceed \$25.00.

28. **“Notice Issuance Deadline”** means the date thirty (30) days after the Preliminary Effective Date. The Notice Issuance Deadline is the last date for the Claims Administrator to mail the Notices of Settlement, Preliminary Settlement Sums, and Claim Forms to the Last Known Address of each Collective Member/Class Member, to email the Notices to the email address(es) provided, and/or to send a text message including a link to such materials to the cellular phone number(s) provided.

28.1.1 **“Notice Period”** means the ninety (90) day period, beginning from the date the Notice of Settlement is issued to the Collective Members/Class Member, during which the Collective Members/Class Member may return their individual Claim Forms to become Settlement Collective Members or may opt out of the Class settlement to avoid becoming a Settlement Class Member.

29. **“Notice”** or **“Notice of Settlement”** means a document entitled “Notice of Collective and Class Settlement” to be distributed to Collective Members/Class Member setting forth instructions for how to opt-in to the Collective settlement, instructions on how to opt-out of the Class settlement, and an offered Preliminary Federal Settlement Sum and a Preliminary State Settlement Sum.

Attached to the Notice of Settlement shall be a Claim Form for opting into the Collective settlement. The Notice of Settlement shall be delivered to Collective Members/Class Members after the Motion for Preliminary Approval is granted by the Court, and shall be substantially in the form attached hereto as Exhibit 1.

30. **“Claim Form”** means the form, substantially in the form attached hereto as Exhibit 2, that each Collective Member must complete and timely return within the Notice Period in order to become a Settlement Collective Member. The Claim Form will indicate each individual Collective Member’s consent to join the Lawsuit, to be part of the Settlement Collective, and to release all Released Federal Claims against Releasees.

31. **“Person”** means a natural person.

32. A **“Federal Qualifying Work Week”** shall be the work week variable used to calculate the Preliminary Federal Settlement Sum and the Final Federal Settlement Sum, and this variable shall be calculated as: one Federal Qualifying Work Week shall be credited to Collective Members for each week during the Collective Period that the Collective Member actively worked for PRA as an hourly employee anywhere in the United States. The total number of Federal Qualifying Work Weeks multiplied by the Preliminary Federal Settlement Sum Variable (as that term is defined herein) shall equal the “Preliminary Federal Settlement Sum” to be offered to the Collective Members in their Notice of Settlement. The total number of Federal Qualifying Work Weeks multiplied by the Final Federal Settlement Sum Variable (as that term is defined herein) shall equal the “Final Federal Settlement Sum” to be paid to the Settlement Collective Member.

33. A **“State Qualifying Work Week”** shall be the work week variable used to calculate the Preliminary State Settlement Sum and the Final State Settlement Sum, and this variable shall be calculated as: one State Qualifying Work Week shall be credited to Class Members for each week during the statute of limitation period (as set forth in Exhibit 4 hereto) for the state in which the

Class Member actively worked for PRA as an hourly employee. The total number of State Qualifying Work Weeks multiplied by the Preliminary State Settlement Sum Variable (as that term is defined herein) shall equal the “Preliminary State Settlement Sum” to be offered to the Collective Members in their Notice of Settlement. The total number of Qualifying State Work Weeks multiplied by the Final State Settlement Sum Variable (as that term is defined herein) shall equal the “Final State Settlement Sum” to be paid to the Settlement Class Member.

34. A **“Reasonable Address Verification Measure”** means the utilization of the National Change of Address Database maintained by the United States Postal Service to review the accuracy of and, if possible, update a mailing address.

35. **“Released Federal Claims”** means any and all known or unknown claims under the FLSA and that accrued during a Collective Member’s employment relating back to the fullest extent of the maximum FLSA statute of limitations and continuing through the date such individual signs their Opt-In Claim Form and Release of Claims. Additional Released Federal Claims include all claims for attorneys’ fees, costs, and expenses, Enhancement Payments, settlement administration, and all employee payroll withholdings/taxes. Notwithstanding, PRA will separately pay employer’s share of payroll withholdings/taxes on any relevant settlement payment.

36. **“Released State Claims”** means any and all known or unknown claims under state and local wage and hour laws, including without limitation, all minimum wage and overtime violation claims of any type, liquidated damages, and any claims for any type of meal or rest break violations, inaccurate wage statements, any failure to pay wages timely during employment and at termination, unpaid vacation or sick pay or other paid time off wages of any type and related notice violations, unreimbursed business expenses, California Labor Code Private Attorney General (“PAGA”) claims (where applicable), and derivative claims for unfair competition/business practices, statutory and civil penalties, interest, any claims under the theory of *quantum meruit* or breach of contract,

and any other state or local law or theory related to the payment of wages or any other employment benefits against any or all of the PRA Releasees, and that accrued during a Class Member's employment, relating back to the fullest extent of all applicable state or local statutes of limitations and continuing through the date the Court grants final approval of the Class settlement. Additional Released State Claims include all claims for attorneys' fees, costs, and expenses, Enhancement Payments, settlement administration, and all employee payroll withholdings/taxes. To the extent there are any statutory protections against any type of release, including without limitation under Section 1542 of the California Civil Code, then Settlement Class Members shall be deemed to have waived any such protection to the fullest extent permitted by applicable law.

37. **"Settlement Sum Mailing Deadline"** means, assuming the Final Effective Date occurs, the date fourteen (14) calendar days after the Final Effective Date and shall be the deadline by which the Claims Administrator shall mail each Settlement Collective Member and Settlement Class Member his or her Final Settlement Sum(s).

38. **"Preliminary Federal Settlement Sum Variable"** means the number that is the quotient of the initial FLSA Settlement Fund offered to Collective Members divided by the total number of Federal Qualifying Work Weeks for all Collective Members, regardless of whether they actually become Settlement Collective Members.

39. **"Preliminary Federal Settlement Sum"** means the total proposed individual settlement amount initially allocated to each individual Collective Member, which shall be the product of the Preliminary Federal Settlement Sum Variable multiplied by the number of Qualifying Federal Work Weeks worked by that Collective Member. The Preliminary Federal Settlement Sum will be included in the Notice of Settlement and shall be the minimum gross amount that each Collective Member may receive under the Settlement Agreement related to the Released Federal Claims. However, because of the withholdings and other tax adjustments described in Section VII Paragraphs

1.1.6 and 2.2.1, the net amount ultimately received by each Settlement Collective Member may be less than his or her Preliminary Federal Settlement Sum. Provided, however, that no Collective Member will be allocated a Preliminary Final Settlement Sum less than the gross amount of \$15.00, and so the allocated Preliminary Federal Settlement Sum of each Collective Member may be adjusted downward if needed to permit this minimum Preliminary Federal Settlement Sum to be offered to all Collective Members. The gross Preliminary Federal Settlement Sum may be adjusted upward (but not downward) to provide for higher settlement sums to Settlement Collective Member due to potential adjustments to the Preliminary Federal Settlement Sum Variable, potentially creating a higher Final Federal Settlement Sum Variable to be used for calculation of the Final Federal Settlement Sums for Settlement Collective Members. The Claims Administrator will notify the Collective Members of their right to consult a tax expert/advisor related to the offered settlement.

40. **“Final Federal Settlement Sum Variable”** means the number that is the quotient of the final FLSA Settlement Fund to be allocated to Settlement Collective Members divided by the total number of Federal Qualifying Work Weeks for all Settlement Collective Members. This Final Federal Settlement Sum Variable can be greater than or equal to the Preliminary Federal Settlement Sum Variable, but cannot be less.

41. **“Final Federal Settlement Sum”** means the total final individual federal settlement amount to be paid to each individual Settlement Collective Member, which shall be the product of the Final Federal Settlement Sum Variable multiplied by the number of Federal Qualifying Work Weeks worked by that Settlement Collective Member. The Final Federal Settlement Sum will be equal to or greater than the Preliminary Federal Settlement Sum that was included in the Notice of Settlement. However, because of the withholdings and other tax adjustments described in Section VII Paragraphs 1.1.6 and 2.2.1, the net amount ultimately received by each Settlement Collective Member may be less than his or her gross Preliminary Federal Settlement Sum. Provided, however, that no

Collective Member will be allocated a Final Federal Settlement Sum less than the gross amount of \$15.00, and so the allocated Final Federal Settlement Sum of each Settlement Collective Member may be adjusted downward if needed to permit this minimum Final Federal Settlement Sum to be offered to all Settlement Collective Members. The Claims Administrator will notify the Collective Members of their right to consult a tax expert/advisor related to the offered settlement.

42. **“Preliminary State Settlement Sum Variable”** means the number that is the quotient of the initial State Settlement Fund offered to Class Members divided by the total number of State Qualifying Work Weeks for all Class Members, regardless of whether they actually become Settlement Class Members.

43. **“Preliminary State Settlement Sum”** means the total proposed individual settlement amount initially allocated to each individual Class Member, which shall be the product of the Preliminary State Settlement Sum Variable multiplied by the number of State Qualifying Work Weeks worked by that Class Member. The Preliminary State Settlement Sum will be included in the Notice of Settlement and shall be the minimum gross amount that each Class Member may receive under the Settlement Agreement related to Released State Claims. However, because of the withholdings and other tax adjustments described in Section VII Paragraphs 1.1.6 and 2.2.1, the net amount ultimately received by each Settlement Class Member may be less than his or her Preliminary State Settlement Sum. Provided, however, that no Class Member will be allocated a Preliminary State Settlement Sum less than the gross amount of \$15.00, and so the allocated Preliminary State Settlement Sum of each Class Member may be adjusted downward if needed to permit this minimum Preliminary State Settlement Sum to be offered to all Class Members. The gross Preliminary State Settlement Sum may be adjusted upward (but not downward) to provide for higher settlement sums to Settlement Class Members due to potential adjustments to the Preliminary State Settlement Sum Variable, potentially creating a higher Final State Settlement Sum Variable to be used for calculation of the Final State

Settlement Sums for Settlement Class Members. The Claims Administrator will notify the Class Members of their right to consult a tax expert/advisor related to the offered settlement.

44. **“Final State Settlement Sum Variable”** means the number that is the quotient of the final State Settlement Fund to be allocated to Settlement Class Members divided by the total number of State Qualifying Work Weeks for all Settlement Class Members. This Final State Settlement Sum Variable can be greater than or equal to the Preliminary State Settlement Sum Variable, but cannot be less.

45. **“Final State Settlement Sum”** means the total final individual state settlement amount to be paid to each individual Settlement Class Member, which shall be the product of the Final State Settlement Sum Variable multiplied by the number of State Qualifying Work Weeks worked by that Settlement Class Member. The Final State Settlement Sum will be equal to or greater than the Preliminary State Settlement Sum that was included in the Notice of Settlement. However, because of the withholdings and other tax adjustments described in Section VII Paragraphs 1.1.6 and 2.2.1, the net amount ultimately received by each Settlement Class Member may be less than his or her gross Preliminary State Settlement Sum. Provided, however, that no Class Member will be allocated a Final State Settlement Sum less than the gross amount of \$15.00, and so the allocated Final State Settlement Sum of each Settlement Class Member may be adjusted downward if needed to permit this minimum Final State Settlement Sum to be offered to all Settlement Class Members. The Claims Administrator will notify the Class Members of their right to consult a tax expert/advisor related to the offered settlement.

46. **“Updated Address”** means a mailing address that was updated via a Reasonable Address Verification Measure or via an updated mailing address provided by the United States Postal Service or a Collective Member.

47. **“Wages” or “wages”** means any form of compensation for work performed, including without limitation regular or premium wages and/or any incentive payments.

V. Settlement Collective Members Will Discharge the Released FLSA Claims, and Settlement Class Members Will Discharge the Released State Claims, And Will Do So For the Maximum Limitations Periods Applicable To These Claims

1. Each Representative Plaintiff who executes this Settlement Agreement, and each Collective Member who becomes a Settlement Collective Member by opting in to the Settlement related to the Released Federal Claims, will fully, finally and forever resolve, discharge, settle and release any and all known or unknown claims under the FLSA and that accrued during his or her employment relating back to the fullest extent of the maximum FLSA statute of limitations and continuing through the date of the signing of his or her Claim Form, along with any and all claims for attorneys’ fees, costs, and expenses, Enhancement Payments, settlement administration, and all employee payroll withholdings/taxes associated with the Released Federal Claims.

2. Each Representative Plaintiff who executes this Settlement Agreement, and each Class Member who becomes a Settlement Class Member by not affirmatively opting out of the settlement of the Released State Claims, will fully, finally and forever resolve, discharge, settle and release any and all known or unknown claims under state and local wage and hour laws, including without limitation, all minimum wage and overtime violation claims of any type, liquidated damages, and any claims for any type of meal or rest break violations, inaccurate wage statements, any failure to pay wages timely during employment and at termination, unpaid vacation or sick pay or other paid time off wages of any type and related notice violations, unreimbursed business expenses, California Labor Code Private Attorney General (“PAGA”) claims (where applicable), and derivative claims for unfair competition/business practices, statutory and civil penalties, interest, any claims under the theory of *quantum meruit* or breach of contract, and any other state or local law or theory related to the payment of wages or any other employment benefits against any or all of the PRA Releasees, and that accrued

during his or her employment, relating back to the fullest extent of all applicable state or local statutes of limitations and continuing through the date the Court grants final approval of the Class settlement, including all claims for attorneys' fees, costs, and expenses, Enhancement Payments, settlement administration, and all employee payroll withholdings/taxes related to these Released State Claims. To the extent there are any statutory protections against any type of release, including without limitation under Section 1542 of the California Civil Code, then Settlement Class Members shall be deemed to have waived any such protection to the fullest extent permitted by applicable law.

VI. Opting Into the Federal Settlement or Opting Out of the State Settlement

1. Opting in to the FLSA Collective:

Collective Members must sign and return the Claim Form, attached hereto as Exhibit 2, in order to be participate in and receive a *pro rata* share of the Federal Settlement Fund. The Claim Form can be sent via email, fax, or U.S. mail to, or by electronic submission at: **[Insert Claims Administrator, including website]**. If a Collective Member does **not** return a Claim Form, he or she will **not** receive the Federal Settlement Amount.

2. Class Members Can Excluded Themselves from the Class Action.

Class Members can exclude themselves from the class action, but if they do not, they will automatically receive a *pro rata* share of the State Settlement Fund upon final approval by the Court. If a Class Member does not want to participate in the settlement of the State Law Claims, he or she must opt out of the settlement of State Law Claims by sending notice that he or she wishes to be excluded from the settlement of the State Law Claims on or before end of the Notice Period. This notification must include: the name of this case: *Jennifer Scott et al. v. Portfolio Recovery Associates, L.L.C.*; Case No. 2:20-cv-267; the Class Member's name, address, and telephone number; a statement clearly stating that he or she does not wish to be included in the settlement of

the State Law Claims in this Settlement; and his or her Social Security number. This notification must be signed and dated by end of Notice Period and submitted to the Claims Administrator pursuant to the terms of the Claim Form.

VII. Consideration and Taxes

1. Consideration to Settlement Collective Members/Class Members

1.1 Within fourteen (14) calendar days of the Preliminary Effective Date, on the condition that the Preliminary Effective Date has occurred, PRA shall provide the contact and employment information for each Collective/Class Member, including their Last Known Mailing Address, email address, phone number, date of birth, and the last four numbers of their Social Security Number. In addition to the contact information identified above, PRA shall also provide the total of each Collective/Class Members Federal Qualified Work Weeks and State Qualified Work Weeks. This information will be used for the sole purpose of effectuating the Court-approved Notice of Settlement and Claim Form, and for calculating the Preliminary Settlement Sums and Final Settlement Sums for each Collective Member/Class Member.

1.2 Within twenty-one (21) calendar days of the Preliminary Effective Date, on the condition that the Preliminary Effective Date has occurred, the Claims Administrator, shall calculate in accordance with the terms, conditions, and procedures set forth in this Settlement Agreement a proposed Preliminary Federal Settlement Sum and a proposed Preliminary State Settlement Sum for each Collective Member/Class Member and forward these proposed numbers to counsel for the Settling Parties. Collective/Class Counsel and Counsel for PRA shall have 3 business days to review these proposed numbers and to raise any objections to opposing counsel and the Claims Administrator. If objections are raised, the Settling Parties will work together to resolve any discrepancies in the proposed Preliminary Federal Settlement Sums and/or the proposed Preliminary State Settlement Sums. Barring any objections raised (or after resolving the same), the Claims

Administrator shall, within thirty (30) calendar days (the Notice Issuance Deadline) of the Preliminary Effective Date, issue to each Collective Member/Class Member their respective Notice of Settlement (to include their individual Preliminary Federal Settlement Sum and Preliminary State Settlement Sum, and noting that the settlement amounts are the minimum settlement amount that the Collective Member/Class Member could receive in the settlement).

1.3 The Notice will also include a Claim Form to be delivered to each Collective Member. Each Collective Member who executes and returns his or her Claim Form, postmarked or otherwise received by the end of the Notice Period, shall become a Settlement Collective Member.

1.4 Within fourteen (14) calendar days after the end of the Notice Period, the Claims Administrator shall provide counsel for the Settling Parties with: (1) a list of all Collective Members who have become Settlement Collective Members by timely returning their executed Claim Forms; and (2) a list of all Class Members who have opted out of the settlement of the Released State Claims.

1.5 Within fourteen (14) calendar days of the Final Effective Date, the Claims Administrator shall mail each Settlement Collective Member his or her Final Federal Settlement Sum and mail each of the Settlement Class Member his or her Final State Settlement Sum.

1.6 The Final Federal Settlement Sums and the Final State Settlement Sums shall be allocated for reporting purposes as follows: (i) one-half of each payment will be reported as wage income, *i.e.*, a payment in settlement of claims for unpaid wages, which will be subject to legally required withholdings (thereby causing the net amount paid to be less than the gross amount allocated); and (ii) the other one-half will be reported as non-wage payment, *i.e.*, in settlement of claims for interest, penalties, punitive damages, and/or liquidated damages, which will not be subject to payroll withholdings. The Settlement Collective Members and the Settlement Class Members will be entirely responsible for any tax obligations associated with these payments that are owed by them. It

is understood and agreed that PRA has made no representations concerning the tax implications of any payments to be made pursuant to this Settlement Agreement and the Notice of Settlement will advise Collective Members of their opportunity to consult a tax expert.

1.7 The Claims Administrator will report each payment made out of the Qualified Settlement Fund and pursuant to this Settlement Agreement to government authorities, including the Internal Revenue Service, as required by law, and it shall make all legally required deductions and/or withholdings.

1.8 Any parts of the FLSA Settlement Fund that were allocated to Collective Members who did not become Settlement Collective Members shall be reallocated to Settlement Collective Members as part of their Final Federal Settlement Sums.

1.9 Any parts of the State Settlement Fund that were allocated to Class Members who did not become Settlement Class Members shall be reallocated to Settlement Class Members as part of their Final State Settlement Sums.

2. Taxes

Those payments (or portions thereof) allocated to the settlement of claims for unpaid wages (a) shall be subject to required withholdings and deductions, and so the net amounts payable will be less than the gross amounts; and (b) shall be reported by the Claims Administrator in the year of payment as wage income to Settlement Collective Members/Settlement Class Members on a Form W-2 or analogous form. Those payments (or portions thereof) allocated to all other claims, including without limitations claims for penalties, liquidated damages, interest and other non-wage recovery (a) shall not be subject to withholdings and deductions, and so the net amounts payable will be equal to the gross amounts; and (b) shall be reported, where required by law, by the Claims Administrator in the year of payment as non-wage income to the Settlement Collective Members/Settlement Class Members on a Form 1099 or analogous form. Any amount paid to Settlement Collective Members/Settlement Class

Members shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, or other compensation plan provided by PRA. Other than the withholding and reporting requirements set forth in this Section, each of the Representative Plaintiffs and Settlement Collective Members/Settlement Class Members shall be solely responsible for the reporting and payment of any federal, state and/or local income or other tax or any other withholdings, if any, on any of the payments made pursuant to this Settlement Agreement that are owed by each of them. Each of the Representative Plaintiffs and the Settlement Collective Members /Settlement Class Members hereby agree to indemnify, pay the costs of defense, and hold PRA harmless from and against any and all claims, demands, obligations, and liabilities for such taxes, if any, for taxes owed by Representative Plaintiffs and the Settlement Collective Members/Settlement Class Members, respectively, including, but not limited to, taxes, levies, assessments, garnishments, fines, interest, attorneys' fees and costs owed by Representative Plaintiffs and the Settlement Collective Members/Settlement Class Members and incurred by PRA, if any. However, Representative Plaintiffs and the Settlement Collective Members/Settlement Class Members are not responsible for any federal, state, or local tax liability of PRA. and PRA will indemnify and hold the Representative Plaintiffs and the Settlement Collective Members/Settlement Class Members harmless from, and will reimburse the Representative Plaintiffs the Settlement Collective Members/Settlement Class Members for, any and all liability of whatever kind incurred by them as a result of any tax obligations of PRA, including, but not limited to, taxes, levies, assessments, fines, interest, attorneys' fees and costs owed by PRA, if any. PRA makes no representations, and it is understood and agreed that PRA has made no representations, concerning the tax implications of any payments to be made pursuant to this Settlement Agreement, including the payment of any costs, expenses, or attorneys' fee, any payments to Representative Plaintiffs or Settlement Collective Members/Settlement Class Members, or any other payments made pursuant to this Settlement Agreement. Representative Plaintiffs, Settlement Collective Members/Settlement

Class Members, and Collective/Class Counsel agree that each Settlement Collective Member/Settlement Class Member will have, and in fact did have, an adequate opportunity to seek tax advice prior to acting in response to the Notice of Settlement and, where applicable, executing his or her Claim Form.

VIII. Court Approval, Notice and Payment

1. Approval of the Settlement and Authorization for Notice of Settlement to the Collective/Class.

1.1 Representative Plaintiffs, through their counsel of record in the Litigation, shall file a Motion for Preliminary Approval of this Settlement Agreement with the Court and move for approval of this Settlement Agreement. PRA will not oppose the motion to the extent consistent with the terms of this Agreement.

1.2 Failure of the Court to enter an Order granting the Motion for Preliminary Approval following the full efforts of the Settling Parties to obtain such entry will be grounds for the Settling Parties to terminate the Settlement Agreement.

1.3 Settling Parties agree to waive all appeals arising out the granting of any approval motion, including a Motion for Preliminary Approval and a Motion for Final Approval.

2. Notice, Payment to Collective Members/Class Members, and *Cy Pres* Fund

2.1 The Motion for Preliminary Approval of the settlement will move the Court for permission for the Claims Administrator to send the Notice of Settlement to Collective Members/Class Members (including permission to contact Collective Members/Class Members via cellular phone numbers and text messaging), and the Claims Administrator will facilitate the distribution of the Notice of Settlement to all Collective Members/Class Members. All the Notices of Settlement sent by the Claims Administrator shall be mailed via first class mail through the United States Postal Service, postage pre-paid; emailed to the email address PRA has on file for the Collective

Member/Class Member, if any; and/or sent via text message to the cellular phone number PRA has on file for the Collective Member/Class Member. By preliminarily approving this Settlement Agreement, the Court will be deemed to have authorized each of these methods of communications.

2.2 Within fifteen (15) calendar days following the Preliminary Effective Date, PRA shall prepare and provide to the Claims Administrator the name, Last Known Address, email address, cellular phone number, Social Security Number, and the data necessary to calculate the number of State Qualified Work Weeks and Federal Qualified Work Weeks for each Collective Member/Class Member who will receive Notice of Settlement from the Claims Administrator so that the Claims Administrator can engage in the processing and dissemination of each Notice of Settlement (to include the Preliminary Federal Settlement Sum, the Preliminary State Settlement Sum, a Claim Form, instructions for opting out of the settlement of state/local claims, and the other notices provided herein). By preliminarily approving this settlement, the Court will be deemed to have directed PRA to provide the Claims Administrator with this information for each Collective Member/Class Member. Additionally, the Court will be deemed to have granted permission to Collective/Class Counsel to communicate with Collective Members/Class Members to confirm the Collective Members/Class Members received their Notice of Settlement, or to answer any questions about the Notice of Settlement, this Settlement Agreement, the Claim Form, and the Litigation.

2.3 The Notice of Settlement to be issued to any current employee shall include language stating that pertinent law requires PRA to refrain from retaliating against any Collective Member/Class Member for any actions taken or not taken in response to the Notice of Settlement or in regard to the Litigation, and that PRA has agreed to abide by this obligation.

2.4 Prior to sending/ mailing the Notice of Settlement to each individual Collective Member/Class Member, the Claims Administrator shall include, in the space provided on each such notice, the Preliminary Federal Settlement Sum and the Preliminary State Settlement Sum being

offered to that separate Collective Member/Class Member, a Claim Form, and all other notices required by this Settlement Agreement. Such documents sent via First Class Mail shall include a prepaid return envelope, and such documents provided through emails and text messages shall include an ability to complete the Claim Form electronically.

2.5 All costs of mailing the Notices of Settlement and the Claim Forms, which shall include: the fees charged by the Claims Administrator, any cost of the envelopes in which the Notices of Settlement will be mailed, any cost of reproducing the Notice of Settlement, and any cost of postage, any costs of website development and administration, and any other costs associated with the dissemination of the Notices of Settlement (whether via mail, email, text, or otherwise) shall be covered by and deducted from the Maximum Settlement Amount.

2.6 Within fourteen (14) days of the Final Effective Date (the Settlement Sum Mailing Deadline), the Claims Administrator shall, in accordance with the terms of Section VII Paragraph 1.1.5, 1.1.6, 1.1.8, and 1.1.9, issue to each Settlement Collective Member and each Settlement Class Member his or her respective Final Federal Settlement Sum and/or Final State Settlement Sum, less relevant withholding. The Claims Administrator shall mail this payment to each Settlement Collective Member and each Settlement Class Member at his or her Last Known Address. Checks issued to Settlement Collective Members/Settlement Class Members pursuant to this Settlement Agreement shall remain negotiable for a period of 180 calendar days from the date of mailing. If a check has not been cashed within ninety (90) calendar days of issuance, the Claims Administrator shall send the Settlement Collective Members/Settlement Class Members in question a postcard reminder about the deadline for cashing the check and information on how to request a replacement check.

2.7 For each Settlement Collective Member/Settlement Class Member who does not cash his or her check within the 180-day period for doing so, he or she will be deemed to have

chosen to donate his or her settlement proceeds to a *cy pres* fund, as set forth herein. The amount of the unclaimed Final Federal Settlement Sums and Final State Settlement Sums after the expiration of the 180 day period for cashing settlement checks, shall be donated to a *cy pres* fund, namely, Mid-Atlantic Innocence Project or a Legal Aid organization designated by PRA, unless not approved by the Court, then as assigned by the Court. For each Settlement Collective Member/Settlement Class Member who does not cash his or her check within the 180-day period for doing so and for whom his or her Settlement Sum has been donated to a *cy pres* fund, that Settlement Collective Member/Settlement Class Member will remain a Settlement Collective Member/Settlement Class Member who is subject to any Claim Form he or she signed and will remain bound by the terms of this Settlement Agreement.

2.8 In any dispute over whether a Settlement Collective Member/Settlement Class Member received his or her check(s), PRA shall be entitled to a presumption, rebuttable upon counter-proof, that the Settlement Collective Member/Settlement Class Member received his or her check(s), if it can show that Reasonable Address Verification Measure(s) were taken consistent with this Settlement Agreement and the address to which the Final Federal Settlement Sum and/or Final State Settlement Sum was sent was consistent with those measures.

2.9 Unless the Claims Administrator receives a Notice of Settlement returned from the United States Postal Service for reasons discussed below in this paragraph, each Notice of Settlement shall be deemed received by the Collective Member/Class Member upon mailing. In the event that a Notice of Settlement is returned to the Claims Administrator by the United States Postal Service with a forwarding address for the recipient, the Claims Administrator shall re-mail that Notice of Settlement to the forwarding address, that Notice of Settlement will be deemed received at that point, and the forwarding address shall be deemed the Updated Address for that Collective Member/Class Member. In the event that a Notice of Settlement is returned to the Claims

Administrator by the United States Postal Service because the address of the recipient is no longer valid, i.e., the envelope is marked “Return to Sender,” the Claims Administrator shall undertake another Reasonable Address Verification Measure to attempt to ascertain the current address of the particular Collective Member/Class Member in question and, if such an address is ascertained, the Claims Administrator will re-send that Notice of Settlement within five (5) calendar days of receiving such information. The Claims Administrator and/or Collective/Class Counsel shall also call each individual for whom Notice is returned as undeliverable and request an updated mailing address. This process shall constitute reasonable efforts to locate the Collective Members/Class Members.

2.10 In the event less than ninety-five percent (95%) (“Federal Blow-Up Percentage”) of the Collective Members participate in settlement by returning their Claim Forms so to become Settlement Collective Members, PRA shall have the option, at its sole discretion, to terminate this Settlement Agreement. In the event more than five percent (5%) (“State Blow-Up Percentage”) of the Class Members opt out of participating in the settlement of state/local claims, PRA shall have the option, at its sole discretion, to void this Settlement Agreement. In the event PRA elects to void this Settlement Agreement pursuant to this section, it must notify Collective/Class Counsel and the Court within 7 days of receiving the list of Settlement Collective Members and a list of those opting out of the settlement of the State Claims from the Claims Administrator pursuant to Section VII Paragraph 1.1.4, and the Litigation will resume as if no Settlement Agreement had been made. Individuals who the Claims Administrator was unable to locate, despite the exercise of reasonable efforts described in Section VIII Paragraph 2.2.9, will not be counted in calculating the participation percentage to determine if the Federal Blow-Up Percentage threshold was met.

2.11 Collective Members shall be excluded from the Settlement Collective and the Litigation unless they execute and return the Claim Form so as to become part of the Settlement Collective. Collective Members who wish to opt in can do so by timely returning the Claim Form to

be sent to them with the Notice of Settlement. Only those Settlement Collective Members who timely return their executed Claim Forms may receive a Final Federal Settlement Sum. Collective Members who do not return their Claim Forms shall be excluded from the Settlement Collective, shall be deemed to have forever waived their rights to be Settlement Collective Members and to receive any payment from the FLSA Settlement Fund pursuant to this Settlement Agreement, shall not have any limitations periods related to FLSA claims tolled pursuant to this Litigation (and limitations will be deemed to have begun running from the last day of their employment, if applicable), and shall have no role in the Litigation as it relates to FLSA claims.

2.12 Class Members shall be included in the Settlement Class and the Litigation, and shall receive a Final State Settlement Sum unless they opt out. If Class Members opt out (and does not timely retract their opt-out during the Notice Period), they shall be deemed to have forever waived their rights to be Settlement Class Members and to receive any payment from the State Settlement Fund pursuant to this Settlement Agreement; they shall not have any limitations periods related to state/local claims tolled pursuant to this Litigation (and limitations will be deemed to have begun running from the last day of their employment, if applicable); and they shall have no role in the Litigation as it relates to state/local claims.

2.13 The Settling Parties hereby agree that any issued Final Federal Settlement Sum and/or Final State Settlement Sum represents settlement payments for matters disputed in good faith, not uncontested wage payments, and they shall not be subject to escheat rules or other distribution not provided for in this Settlement Agreement.

2.14 Within five (5) days of the Final Effective Date, and prior to mailing of the Final Federal Settlement Sums and/or the Final State Settlement Sums pursuant to Section VII Paragraph 1.1.6, the Claims Administrator shall provide Collective/Class Counsel and counsel for PRA with copies of all Claim Forms signed by Settling Collective Members. The Claims Administrator

shall provide Collective/Class Counsel and counsel for PRA with any objections and/or opt-out notices received from any Class Member(s) within 72 hours of receipt of the same. Following the mailing of the Final Federal Settlement Sums and/or Final State Settlement Sums, the Claims Administrator shall provide counsel for the Settling Parties with a written confirmation that such payments have been made.

3. Settlement Funding, Payment of Costs, Attorneys' Fees and Enhancement to Representative Plaintiffs.

3.1 Within five (5) days of the Final Effective Date, and only once and if the Final Effective Date occurs, PRA shall deliver the Maximum Settlement Amount to the Claims Administrator, and this amount shall be placed in a Qualified Settlement Fund. By preliminarily approving this Settlement Agreement, the Court will be deemed to have authorized and approved the establishment of a Qualified Settlement Fund related to this Settlement Agreement and deemed to preserve continued jurisdiction over the Qualified Settlement Fund.

3.2 Collective/Class Counsel shall be entitled, subject to Court approval and the occurrence of the Final Effective Date, to an award of reasonable attorneys' fees, reasonable litigation costs, and reasonable associated expenses, not to exceed the amounts specified herein. Subject to Court approval, Collective/Class Counsel may seek a gross amount up to, but not to exceed, one third (1/3) of the Maximum Settlement Total for all attorney fees, costs, and expenses, i.e., up to \$500,000.00. Representative Plaintiffs and Collective/Class Counsel agree that they shall be responsible for justifying their requested fee, cost, and expense awards to the Court, and they agree to submit the necessary materials to justify the requested award, if requested by the Court. PRA agrees not to oppose any submission regarding, or request for approval of, an award of attorneys' fees, costs, and expenses, provided that it is consistent with this Section VIII Paragraph 3.3.2 and, in particular, provided that Collective/Class Counsel will not recover any more than one third of the Maximum

Settlement Amount for all attorneys' fees, costs, and expenses. In the event that the Court awards less than one third of the Maximum Settlement Amount for attorneys' fees, costs, and expenses, only the awarded amount shall be paid and shall constitute full satisfaction of any claims for attorneys' fees, costs, and attorneys' fees in this Litigation, and any remaining or unawarded portion of the maximum gross amount of \$500,000 for attorneys' fees, costs, and expenses shall be included in the Net Settlement Amount to be distributed to the Settlement Collective Members and Settlement Class Members. Within five (5) days of the date PRA delivers the Maximum Settlement Amount to the Claims Administrator, the Claims Administrator shall initiate a wire of court approved attorneys' fees, costs, and expenses to Collective/Class Counsel. Other than any reporting of this fee payment as required by this Settlement Agreement or law, Collective/Class Counsel and Representative Plaintiffs shall alone be responsible for the reporting and payment of any federal, state and/or local income or other form of tax on any payment made pursuant to this paragraph and owed by them. The payment awarded and made pursuant to this paragraph shall constitute full satisfaction of any claim for attorneys' fees, costs, or expenses incurred in this Litigation, and Representative Plaintiffs and Collective/Class Counsel, on behalf of themselves and all Settlement Collective Members and all Settlement Class Members, agree that they shall neither seek nor be entitled to any additional attorneys' fees, costs, or expenses above any Court-approved amount, which will be limited by the terms of this Settlement Agreement.

3.3 Within five (5) business days of the date PRA delivers the Maximum Settlement Amount to the Claims Administrator, the Claims Administrator shall issue checks to Representative Plaintiffs payable to them individually (made payable to Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera in their personal capacities only and via their counsel of record, in the gross amounts of Two Thousand Five Hundred United States dollars (\$2,500.00) each ("Enhancement Payments"). These Enhancement Payments shall be

the total compensation and consideration for: Jennifer Scott's, Danny Lynn Jones', and Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera efforts as the Representative Plaintiffs in the Litigation and are contingent upon their signatures to this Settlement Agreement, them not opting out of this settlement related to Released State Claims,, and the settlement becoming final pursuant to the Final Effective Date. Representative Plaintiffs agree and represent that they have not assigned or in any way conveyed, transferred or encumbered any portion of the claims or rights otherwise released. Representative Plaintiffs and Collective/Class Counsel agree to keep the amount of the settlement confidential prior to seeking Court approval. If Representative Plaintiffs do not execute this Settlement Agreement, with all of the specific terms required herein, PRA shall not be required to make any payment whatsoever to Representative Plaintiffs. Representative Plaintiffs agree that the Claims Administrator shall report the payment described in this Section VIII Paragraph 3.3.3 to the Internal Revenue Service as non-Wage income to them in the year of payment. This reporting shall be done via a Form 1099. This Enhancement Payment of \$2,500.00 to each Representative Plaintiffs will be in addition to the separate payment of the Final Federal Settlement Sums and the Final State Settlement Sums to which Representative Plaintiffs may be entitled as a regular Settlement Collective Member/Settlement Class Member. In the event that the Court awards less than the \$2,500 Enhancement Payment to Representative Plaintiffs, the unawarded portion of this Enhancement Payment shall be included in the Net Settlement Amount to be distributed to the Settlement Collective Members and Settlement Class Members.

3.4 Unless otherwise expressly provided, PRA shall have no responsibility for, and no liability whatsoever with respect to, the allocation among Representative Plaintiffs, Collective/Class Counsel, Settlement Collective Members/Settlement Class Members, and/or any other Person who may assert some claim thereto, of any award or payment issued or made pursuant to this Settlement Agreement.

4. Claims Administrator.

4.1 All fees and expenses reasonably incurred by the Claims Administrator as a result of procedures and processes expressly required by this Settlement Agreement shall be taken from the Maximum Settlement Amount. The parties shall agree to the identity of the selected Claims' Administrator, with Collective/Class Counsel being responsible for the hiring and retention of such Claims Administrator.

4.2 The actions of the Claims Administrator shall be governed by the terms of this Settlement Agreement. PRA will provide relevant information in its possession and as needed by the Claims Administrator to provide the services required per this Settlement Agreement. Collective/Class Counsel will engage in related communications with and provide logistical instructions to the Claims Administrator. The Claims Administrator will be paid for its services out of the Maximum Settlement Amount. If PRA exercises its right to void the Settlement Agreement in accordance with Section VIII Paragraph 2.2.10 herein, it will pay the first \$50,000 of fees/costs of the Claims Administrator, and the Parties will equally share in any fees/costs/expenses of the Claims Administrator over that amount. If the Final Effective Date does not occur for any other reason than PRA terminating the agreement, the parties will be equally responsible for the payment of all the fees/costs /expenses of the Claims Administrator.

4.3 In the event that any of the Settling Parties take the position that the Claims Administrator is not acting in accordance with the terms of the this Settlement Agreement, that party's counsel shall meet and confer with counsel for the other Settling Parties prior to raising any such issue with the Claims Administrator or the Court.

IX. Termination or Voiding of Settlement

1. To the extent this Settlement Agreement is disapproved by the Court, deemed void, or does not otherwise take effect, or if the Court in any way fails to grant binding and final

approval of the Settlement Agreement and/or declines to dismiss the Lawsuit with prejudice, the Settling Parties reserve all rights, claims and defenses they had prior to the signing of the Settlement Agreement. Representative Plaintiffs and Collective/Class Counsel also specifically agree not to argue or present any argument, and hereby waive any argument, that PRA could not contest (or is estopped from contesting) venue and/or class or collective action certification on any grounds in the event this Litigation proceeds; the Settlement Agreement shall not be deemed an admission by, or ground for estoppel against, PRA that collective or class action certification in the Litigation is proper or cannot be contested on any grounds. PRA reserves all rights to challenge all such claims and allegations in the Litigation upon all procedural and factual grounds, including without limitation the ability to challenge class, collective, or representative treatment on any grounds and/or to assert any and all defenses or privileges. The Representative Plaintiffs and Collective/Class Counsel agree that PRA retains and reserves these rights, and agree not to take a position to the contrary. The Settling Parties also agree that in the event the Court does not approve this Settlement Agreement, the Settling Parties will not make any reference to the Settlement Agreement or any filing made in conjunction therewith, and any proposed settlement when advocating their positions in the Litigation, including at the trial of this matter. The Settling Parties will be responsible for any reasonable costs incurred by the Claims Administrator to the point the Settlement Agreement is not approved, or is deemed void, as provided herein. In such an event, any orders entered by the Court in accordance with the terms of the Settlement Agreement shall be treated as retroactively vacated and the Settlement Agreement shall have no further force and effect with respect to the Settling Parties, and shall not be used in this Litigation or in any other proceeding for any purpose, including in relation to issues of class or collective action certification. The negotiations, terms, and details of this Settlement Agreement (apart from the any publicly filed pleadings) shall remain confidential and subject to the provisions of Federal Rule of Evidence 408.

2. Notwithstanding any other provision of this Settlement Agreement, no order of the Court, or modification or reversal on appeal of any order of the Court, concerning the amount or allocation of any attorneys' fee or litigation cost or expense awards or Representative Plaintiffs' Enhancement Payment to be paid by PRA shall constitute grounds for cancellation or termination of the Settlement Agreement or be grounds for limiting any other provision of the Final Order Approving Settlement, provided that PRA shall never be required to pay in excess of the total gross amounts for attorneys' fees and Enhancement Payment as specified in Section VIII Paragraphs 3.3.2 and 3.3.3. It is further agreed that no order of the Court, including any order concerning attorneys' fees, may alter or otherwise increase the Maximum Settlement Amount.

3. Unless otherwise ordered by the Court, in the event Settlement Agreement shall be terminated, cancelled, or declared void, or fails to become effective in accordance with its terms, promptly after written notification of such event, PRA and Collective/Class Counsel shall notify each other of this event in writing.

X. Filing of Amended Complaint

1. Representative Plaintiffs authorize Collective/Class Counsel to file, and they shall be responsible for filing, a motion for leave to file an amended complaint that is consistent with the terms of this Settlement Agreement prior to (or contemporaneously therewith) the Preliminary Approval Motion. A copy of the amended complaint to be filed is attached as Exhibit 3.

2. In the event that: (i) the Court does not finally approve the Settlement Agreement as provided herein; or (b) the Settlement Agreement does not become final for any other reason, Collective/Class Counsel agree to dismiss the Amended Complaint without prejudice. In no event shall PRA be required to answer or otherwise respond to the Second Amended Complaint.

XI. Miscellaneous Provisions

1. No Person shall have any claim against Collective/Class Counsel, the Claims Administrator, or counsel for PRA based on the payments made or other actions taken in accordance with the Settlement Agreement, or further orders of the Court.

2. The Settling Parties (a) acknowledge that it is their intent to consummate this Settlement Agreement; and (b) agree to exercise their best efforts to obtain Court approval, secure the effectiveness of the Settlement Agreement, and implement all terms and conditions of Settlement Agreement.

3. The Settlement Agreement compromises claims which are contested in good faith, and it shall not be deemed an admission by any of the Settling Parties as to the merits of any claim or defense. The Settling Parties agree that the amounts paid in settlement and the other terms of the settlement were negotiated at arms-length and in good faith by the Settling Parties and reflect a settlement that was reached voluntarily after consultation with competent legal counsel.

4. None of the settlement documents (including the exhibits or attachments thereto), including but not limited to this Settlement Agreement, the Motion for Preliminary Approval, or the Motion for Final Approval, nor any act performed or document executed pursuant to, or in furtherance of, these settlement documents: (a) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Federal Claim or Released State Claim, or of any wrongdoing or liability of PRA Releasees ; or (b) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of PRA Releasees in any civil, criminal or administrative proceeding in any court, administrative agency, or other tribunal.

5. None of the settlement documents (including the exhibits or attachments thereto), including but not limited to this Settlement Agreement, the Motion for Preliminary Approval, or the Motion for Final Approval, nor any act performed or document executed pursuant to, or in

furtherance of, these settlement documents is or may be deemed to be or may be used as an admission or evidence related to any of the claims or defenses available to Representative Plaintiffs and the Collective/Class Members in this Litigation should the Settlement Agreement terminate for any reason.

6. All of the Exhibits to the Settlement Agreement are material and integral parts hereof and are fully incorporated herein by this reference.

7. This Settlement Agreement may be amended or modified only by a written instrument signed by or on behalf of all Settling Parties or their respective successors-in-interest.

8. This Settlement Agreement and its Exhibits, and the Claim Forms will constitute the entire set of agreements among the Settling Parties hereto and no representations, warranties, or inducements have been made to any party concerning the Settlement Agreement and its Exhibits and/or the Claim Forms other than the representations, warranties, and covenants contained and memorialized in such documents.

9. Except as otherwise provided herein, each party shall bear its own costs and fees.

10. Collective/Class Counsel are expressly authorized by Representative Plaintiffs to take all appropriate action required or permitted to be taken by the Collective and Class pursuant to the Settlement Agreement to give effect to their terms, and also are expressly authorized to enter into any modifications or amendments to, or documents or pleadings filed in support of, the Settlement Agreement on behalf of the Collective and Class which Collective/Class Counsel deem appropriate.

11. Each Person executing the Settlement Agreement, or a Claim Form on behalf of any Settling Party hereto hereby warrants that such Person has the full authority to do so.

12. The Settlement Agreement, and the Claim Forms may be executed in one or more counterparts and transmitted by email or facsimile. All executed counterparts and each of them shall be deemed to be one and the same instrument.

13. The Settlement Agreement, and the Claim Forms shall be binding upon, and inure to the benefit of, the successors and assigns of the parties hereto; but these documents are not designed to and do not create any third-party beneficiaries.

14. The Court shall retain jurisdiction with respect to implementation and enforcement of the terms of the Settlement Agreement and the Claim Forms and all parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Settlement Agreement and the Claim Forms.

15. The language of all parts of this Settlement Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either Settling Party. No Settling Party shall be deemed the drafter of this Settlement. The Settling Parties acknowledge that the terms of the Settlement Agreement and Claim Forms are contractual and are the product of negotiations between the parties and their counsel. Each party and their counsel cooperated in the drafting and preparation of these documents.

16. PRA will not retaliate against Settlement Collective Members or Settlement Class Members for any actions taken or not taken with respect to this settlement and will not sue the Representative Plaintiffs for filing the complaints forming the basis of this Litigation.

17. PRA acknowledges that Collective/Class Counsel, and Collective/Class Counsel acknowledge that PRA's counsel, have complied with the requirements of Rule 11 of the Federal Rules of Civil Procedure to this point in the Litigation.

18. Exclusive venue for any dispute arising under the Settlement Agreement and the Claim Forms including but not limited to the enforcement of the same, shall be in the United States Court for the Eastern District of Virginia. However, the Parties agree to return to mediation with Carol Katz prior to seeking resolution with the Court. The prevailing Party is entitled to its reasonable and

necessary attorneys' fees in the event further legal action is required to enforce the Settlement Agreement or any of the Claim Forms.

19. The Parties to this Settlement Agreement recognize and acknowledge that at the time of the execution of the Settlement Agreement and the Claim Forms there are issues of law that are unresolved, which could impact the claims at issue in the Litigation absent the Settlement Agreement and Claim Forms. The Parties further recognize that they are reaching this settlement in light of the risks created by this Litigation and all other issues of unsettled law, and that all parties will take all efforts to enforce this Settlement Agreement and Claim Forms, and to obtain Court approval for this settlement regardless of any subsequent legal developments. The Settling Parties and Collective/Class Counsel agree that the Settlement Collective Members and the Settlement Class Members are receiving benefit from this settlement by obtaining a settlement (and associated consideration) prior to such possible developments, and the Settling Parties and their counsel agree not to argue otherwise or seek to void this Settlement Agreement or Claim Forms, or prevent court approval on the basis of any subsequent precedent.

20. Prior to the Parties' joint submission of this Settlement Agreement for approval by the Court, neither the Representative Plaintiffs nor Collective/Class Counsel shall communicate any terms of this settlement to any third parties. At all times Representative Plaintiffs and Collective/Class Counsel shall not publicize the settlement in this action or the terms thereof via (a) press releases; (b) internet postings except for posting publicly filed court documents on the court's docketing system; or (c) any form of communications with the media. This shall not prohibit Collective/Class Counsel from discussing this case or any aspect of this settlement with the Representative Plaintiffs any Collective Member/Class Members (absent or otherwise), the Court in this Litigation, or opposing counsel in this Litigation, and this shall not prohibit Collective/Class Counsel from in any way disclosing their mere status as counsel in the case.

21. Pursuant to the requirements of the Class Action Fairness Act, 28 U.S.C. §1715, PRA shall timely notify the appropriate governmental authorities including, but not limited to, the attorneys general of the United States and Alabama, California, Florida, Kansas, Nevada, North Carolina, Tennessee, Texas, and Virginia pursuant to Section §1715 (“CAFA Notice”).

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated: Mar 15, 2021

Jennifer A Scott
Jennifer A Scott (Mar 15, 2021 17:56 EDT)

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated: Mar 15, 2021

Delanie B Butler
Delanie B Butler (Mar 15, 2021 15:14 PDT)
Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated: Mar 15, 2021


(Mar 15, 2021 20:46 CDT)

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated: Mar 15, 2021


Tiarra M Poteat (Mar 15, 2021 18:08 EDT)
Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated: Mar 15, 2021


Pakisha Streater (Mar 15, 2021 16:55 CDT)
Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated: Mar 15, 2021


Marcial Rivera (Mar 15, 2021 18:32 CDT)

Marcial Rivera
Representative Plaintiff

Dated:

Steve Zahn
Authorized Agent for PRA

IN WITNESS WHEREOF, the parties hereto have caused the Settlement to be executed.

Dated:

Jennifer Scott
Representative Plaintiff

Dated:

Delanie Butler
Representative Plaintiff

Dated:

Danny Lynn Jones
Representative Plaintiff

Dated:

Tiarra Poteat
Representative Plaintiff

Dated:

Pakisha Streater
Representative Plaintiff

Dated:

Marcial Rivera
Representative Plaintiff

Dated:

Digitally signed by Steven R. Zahn
DN: cn=Steven R. Zahn, o=PRA Group, Inc., ou=Managing Counsel
- Compliance and Litigation, email=szahn@pragroup.com, c=US
Date: 2021.03.15 17:34:46 -04'00'

Steve Zahn
Authorized Agent for PRA

Approved as to form:

ANDERSON ALEXANDER PLLC

By: *Austin Anderson*
Austin Anderson (Mar 15, 2021 21:06 CDT)
Collective/Class Counsel

MCGUIRE WOODS

By: */s/ Amy Turk*
Counsel for PRA

EXHIBIT 1

*****A U.S. FEDERAL COURT HAS AUTHORIZED THIS NOTICE***
YOU ARE NOT BEING SUED**

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

**JENNIFER SCOTT, DANNY LYNN
JONES, DELANIE BUTLER, TIARRA
POTEAT, PAKISHA STREATER, and
MARCIAL RIVERA, Individually and on
behalf of all others similarly situated,**

Plaintiffs,

v.

**PORTFOLIO RECOVERY
ASSOCIATES, L.L.C.**

Defendant.

Case No. 2:20cv267(RCY)

NOTICE OF CLASS AND COLLECTIVE ACTION SETTLEMENT

**IF YOU RECEIVED THIS NOTICE WITH YOUR NAME ON IT, YOU ARE
COVERED BY THE SETTLEMENT.**

**THIS NOTICE SUMMARIZES THE TERMS OF THE SETTLEMENT AND
EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.**

PLEASE READ THIS DOCUMENT CAREFULLY.

Why am I Receiving this Notice?

You are receiving this Notice of Settlement because you may be eligible to receive money from a proposed collective/class settlement (“Settlement”). Read below to find out how your rights may be affected and how to claim monies you are entitled to under this Settlement. Should you have questions regarding this Notice of Settlement, please contact the Anderson Alexander law firm (“Collective/Class Counsel”), at (361) 452-1279 or at team@a2xlaw.com.

You have been identified as someone eligible to receive monies from the Settlement. This lawsuit was brought by a group of current and former employees (“Plaintiffs”) against the defendant Portfolio Recovery Associates, L.L.C. (“Defendant”) and is currently pending in the U.S. District Court for the Eastern District of Virginia—Norfolk Division before Judge

Roderick C. Young (*Jennifer Scott et al. v. Portfolio Recover Associates, L.L.C.*; Case No. 2:20-cv-267) (the “Litigation”). The U.S. District Court for the Eastern District of Virginia has authorized this notice. Before any money is paid, the Court will have a hearing to decide whether to grant final approval of the settlement.

Who Is Included in the Settlement?

This Settlement includes both a Collective Action and a Class Action and you are a member of both.

The Court has certified the following definition of **Collective Members** as individuals eligible to join the federal Collective Action related to FLSA Claims:

All current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position, at any time from April 1, 2017 through Preliminary Effective Date; and (2) who worked at least one Federal Qualifying Work Week (as defined herein) during the Collective Period (as defined herein).¹

The Court has preliminarily certified the following definition of **Class Members** as individuals eligible to join the Class Action related to State Law Claims:

All current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position in the states of Alabama, California, Florida, Kansas, Nevada, North Carolina, Tennessee, Texas, and Virginia, from April 1, 2017 through the Preliminary Effective Date; and (2) who worked at least one State Qualifying Work Week (as defined herein) during the Class Period (as defined herein).²

If you fit the above definitions, your legal rights may be affected by this Settlement. You have several choices, which will determine how your rights are affected and how much money you are entitled to as part of this Settlement. This lawsuit includes federal claims under the FLSA as well as state law claims, including Alabama, California, Florida, Kansas, Nevada, North Carolina, Tennessee, Texas, and Virginia state law claims. Due to the differences in federal and state law, the method of calculating wage and hour damages under these laws differs.

¹ Excluded from the Collective is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released State Claims.

² Excluded from the Class is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released State Claims.

What Is the Difference Between a Collective Action and a Class Action?

This Litigation settles two separate types of claims: a Class Action and a Collective Action. You are receiving this Notice because **you are eligible to participate in both** the settlement of the Class Action and the Collective Action.

A Class Action settlement, under Federal Rule 23, allows a group of individuals (the class) with similar claims to settle those claims, as a group, by reaching an agreement with a defendant on behalf of all members of the class. All members of the class are considered part of the settlement **unless they Opt Out** of the settlement.

In a Class Action settlement, if the class members **do nothing**, they **automatically receive a settlement payment and release their state-law claims against Defendant**. If they **opt-out**, or exclude themselves, they do **not** receive any payment related to state law claims and do not release these claims.

A Collective Action settlement is different from a class action settlement. One cannot become a member of the Collective, and participate in the settlement of the federal claims unless he or she opts into the FLSA Settlement by executing a consent to join the Collective. This present collective action settlement releases claims collective members may have under the Fair Labor Standards Act (“FLSA”). These claims can only be released **if the collective members Opt In to the FLSA Settlement by returning the attached Consent**. You are eligible for a payment for the Collective settlement **BUT ONLY IF you return the attached claim form**. If you do not return the attached claim form, you will **not** receive the FLSA Settlement Payment identified below.

In short, you are eligible for **two** separate payments as part of the settlement: a State Law Settlement Payment and an FLSA Settlement Payment. **To receive the maximum settlement amount (both payments), you must return the attached FLSA Settlement Claim Form without opting out of the State Law Settlement.**

A summary of your choices, their effect on your legal rights, and their effect on the amount of money you receive as part of this Settlement, assuming the Settlement is finally approved, is listed in the table below.

Your choice:	Effect of this option:	Amount of Money You Are Entitled To³
Submit Consent Form; with no other action	<ul style="list-style-type: none"> You will release your FLSA Claims and your State Law Claims by way of this Settlement. In the event this Settlement becomes final, you will be bound by the terms of the Settlement for these FLSA Claims and State Law Claims. You will give up your right to sue the Defendant for these released FLSA and State Law Claims. To opt-in to the FLSA settlement, you must send in your signed Claim Form by [date]. 	<p>\$<<FLSA SetAmt>> for FLSA Claims</p> <p>\$<<State SetAmt>> for State Law Claims</p>
Do nothing	<ul style="list-style-type: none"> You will become a Class Member to the settlement of the State Law Claims. Upon final approval by the Court, you will be automatically sent a check and: <ul style="list-style-type: none"> You will be deemed to have released your State Law Claims resolved by this Settlement. You will be bound by the terms of the Settlement related to your State Law Claims. You will give up your right to sue the Defendant for your State Law Claims released by this Settlement. You will not receive your settlement share for your FLSA Claims, nor will you release such claims if you do not return the FLSA Opt-In Claim Form. 	<p>\$<<State SetAmt>> for State Law Claims</p>
Return an opt-out statement; and not return the FLSA Opt-In Claim Form	<ul style="list-style-type: none"> You will be excluded from this case for the Settlement of both the FLSA Claims and the State Law Claims. You will not be bound by the terms of the Settlement for these claims. You will not give up your right to sue the Defendant for these claims. You will not be entitled to your settlement share of the Federal Settlement Fund nor the State Settlement Fund. To exclude yourself from the settlement of the State Law Claims, you must send notification to the Claims Administrator of your request to be excluded by [date]. 	<p>If you exclude yourself from the settlement of your State Law Claims (by sending an opt-out statement), and fail to opt-in to the FLSA Claims (by failing to return the Consent Form), you will not be entitled to your <i>pro rata</i> share of the Federal Settlement Fund and the State Settlement Fund, and will be excluded entirely from this Settlement.</p>

³ All settlement sums are subject to Court approval of the settlement.

File Objection	<ul style="list-style-type: none"> • If you do not exclude yourself, you can remain a Class Member and write to the Court explaining why you disagree with the state/local law portion of the Settlement. • If you do not exclude yourself, you may also ask to speak to the Court about the fairness of the state/local law portion of the Settlement. • You must send in written notice of your desire to appear in advance of the hearing. 	
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What Is this Lawsuit About?

Representative Plaintiffs in this Litigation allege violations of the Fair Labor Standards Act and state and local wage and hour laws, including claims for:

- Minimum wage and overtime violations
- Liquidated damages
- Meal or rest break violations
- Inaccurate wage statements
- Failing to pay wages timely during employment and at termination
- Unpaid vacation or sick pay or other paid time off wages of any type and related notice violations
- Unreimbursed business expenses
- California Labor Code Private Attorney General (“PAGA”) claims (where applicable)
- Derivative claims for unfair competition/business practices
- Statutory and civil penalties
- Interest
- Claims under the theory of *quantum meruit* or breach of contract, and any other state or local law or theory related to the payment of wages or any other employment benefits

Defendant denies Plaintiffs’ allegations.

The Court has not made a determination on the merits of the case. However, rather than continue to litigate this case, Plaintiffs and Defendant have reached a compromise. The Settlement provides that Defendant will pay a total of \$1,500,000 to settle this case on behalf of Collective Members (related to the FLSA Claims) and Class Members (related to State Law Claims). If the Settlement is finally approved, eligible Collective Members and Class Members will receive *pro rata* shares of a Federal Settlement Fund (related to FLSA Claims) and a State Settlement Fund (related to State Law Claims). Each eligible individual’s *pro rata* share of the Federal Settlement Fund and the State Settlement Fund is calculated using relevant portions of individual employees’ pay records based upon the applicable statute of limitations period related to the FLSA Claims and the State Law Claims.

The Court has approved the FLSA Collective Settlement and has preliminarily approved the State Class Settlement. However, the Court must grant final approval before any Settlement

amounts are finalized and before any monies are distributed. Moreover, Defendant may choose to not finalize the Settlement if there is not sufficient interest from the Collective Members and Class Members in resolving the settled FLSA Claims and the State Law Claims.

What Amount of Money Are You Individually Entitled to, As a Minimum, Under the Settlement?

Minimum FLSA Settlement: \$ _____

Minimum State Settlement: \$ _____

Minimum Total Settlement Value:⁴ \$ _____

Depending on the participation level of the Class and Collective Members, you may be awarded more, but not less, than these amounts. These amounts represent the minimum amounts you would receive.

The monies received pursuant to this Settlement are taxable. Where required by law, payments received pursuant to this Settlement will be reported to the IRS. You will be responsible for paying any and all applicable taxes on any payment(s) you receive pursuant to this Settlement.

This Notice of Settlement does not purport to offer any tax advice. If you have questions regarding the tax treatments of any payments under this Settlement, you should consult your own tax expert/advisor.

What Does the Settlement Provide?

Subject to final Court approval, Defendant will pay \$1,500,000 (“Settlement Amount”) to settle this Litigation on behalf of the Collective (as to FLSA Claims) and Class (as to State Law Claims). Portions of the Settlement Amount will be used for attorneys’ fees, costs, expenses, Administrator’s fees and costs, and Enhancement Payments to the named Plaintiffs. The remainder of the Settlement Amount, approximately \$ _____, will be divided between a Federal Settlement Fund and a State Settlement Fund, to be distributed on a *pro rata* basis to the Collective Members and the Class Members, respectfully, per the terms of the Settlement Agreement.

How Are the Individual Settlement Amounts Calculated?

For the purposes of calculating your *pro rata* share of the Federal Settlement Fund (related to FLSA Claims) and the State Settlement Fund (related to State Claims), a calculation will be made based on the number of work weeks you worked during the maximum statute of limitations for your Federal Claims (“Federal Qualifying Work Weeks”) and relating to your

⁴ This is the minimum total settlement amount if you opt-in to the FLSA Settlement and do not opt out of the State Settlement fund, but this amount will increase with any increase in the Minimum FLSA Settlement and increase in the Minimum State Settlement.

State Claims (“State Qualifying Work Weeks”). You will be assigned a *pro rata* portion of these settlement funds based upon the number of weeks you worked.

How will the Attorneys be Paid?

The Court has appointed the law firm of Anderson Alexander PLLC as Collective/Class Counsel in this matter. More information about Collective/Class Counsel can be found at their website: <https://a2xlaw.com/>.

Collective/Class Counsel will seek approval from the Court for payment of attorneys’ fees of \$500,000.00 for their fees and expenses, which, if approved by the Court, will be paid out of the Settlement Amount.

How Can You Opt-In to the FLSA Collective?

You must sign and return the attached Claim Form in order to be participate in and receive your *pro rata* share of the Federal Settlement Fund. This form can be sent via email, fax, or U.S. mail to, or by electronic submission at:

[Insert Claims Administrator, including website]

If you do **not** return the Claim Form, you will **not** receive the Federal Settlement Amount.

How Can You Exclude Yourself from the Class Action?

If you do not exclude yourself from the class action, you will automatically receive your *pro rata* share of the State Settlement Fund upon final approval by the Court. If you do not want to participate in the settlement of the State Law Claims, you must opt out of the settlement of State Law Claims by sending notice that you wish to be excluded from the settlement of the State Law Claims on or before [*end of notice period*]. This notification must include:

- The name of this case: *Jennifer Scott et al. v. Portfolio Recovery Associates, L.L.C.*; Case No. 2:20-cv-267;
- Your name, address, and telephone number;
- A statement clearly stating that you do not wish to be included in the settlement of the State Law Claims in this Settlement.
- Your Social Security number.

This notification must be signed and dated by [*end of notice period*] and sent via email, fax, or U.S. mail to, or by electronic submission at:

[Insert Claims Administrator, including website]

If you properly submit a timely notice of exclusion from the class action, you will not be eligible to receive any of the benefits of the State Settlement Fund related to the settlement of the State Law Claims. You also will not be legally bound by this Lawsuit related to the release of State Law Claims, and will retain whatever legal rights you have against Defendant related to these State Law Claims.

How Can You Object to the Settlement?

If you wish to object to the terms of the Settlement of the State Law Claims, you must prepare an objection that includes the following information.

- The name of this case: *Jennifer Scott et al. v. Portfolio Recovery Associates, L.L.C.*; Case No. 2:20-cv-267;
- Your name, address, and telephone number;
- A clear and concise statement identifying your objection to the settlement of the State Law Claims and setting forth any and all grounds (both legal and factual) that you believe supports your objection;
- A statement stating whether or not you intend to appear at the Fairness Hearing, and whether you will be represented by counsel. If your counsel wishes to make an appearance and speak at the Fairness Hearing, they must file a Notice of Appearance in advance of the Fairness Hearing.
- A statement identifying any other class action that you have objected to that includes the case name, cause number, whether you were represented by counsel, the basis of your objection, and whether your objection was sustained; and
- Your Social Security number.

This notification must be sent via email, fax, or U.S. mail to, or by electronic submission at:

[Insert Claims Administrator, including website]

If you properly submit a timely objection, you may be heard at the Fairness Hearing. If the Court overrules your objection, you will still be bound by the terms of the settlement, will be entitled to recovery your State Settlement Amount, and will release the state and local laws identified below.

If you do not object in the manner described above, you will be deemed to have waived any objections and will be unable to object to this Settlement in the future.

What Is the Difference Between Excluding Yourself and Objecting?

Objecting is telling the Court that you do not like something about the Settlement as it relates to State Law Claims. You may only object to the Settlement of the State Law Claims if you do not opt out of the Class related to the State Law Claims. If you exclude yourself from the Settlement related to State Law Claims, you may not object because the case no longer affects your State Law Claims.

Excluding yourself is telling the Court that you do not want to be part of the Class settling State Law Claims, do not want to participate in the Settlement, and do not want to receive your *pro rata* share of the State Settlement Fund.

What Do You Give Up By Participating in the Settlement?

If you become a Settlement Collective Member by opting in to the Settlement related to the federal FLSA claims, you will fully, finally and forever resolve, discharge, settle and release any and all known or unknown claims under the FLSA and that accrued during your employment relating back to the fullest extent of the maximum FLSA statute of limitations and continuing through the date of the signing of your Consent Form, along with any and all claims for attorneys' fees, costs, and expenses, service payments, settlement administration, and all employee payroll taxes associated with the federal claims ("FLSA Claims").

If you remain a Settlement Class Member by not affirmatively opting out of the Settlement related to state/local law claims, you will fully, finally and forever resolve, discharge, settle and release any and all known or unknown claims under state and local wage and hour laws, including without limitation, all minimum wage and overtime violation claims of any type, liquidated damages, and any claims for any type of meal or rest break violations, inaccurate wage statements, any failure to pay wages timely during employment and at termination, unpaid vacation or sick pay or other paid time off wages of any type and related notice violations, unreimbursed business expenses, California Labor Code Private Attorney General ("PAGA") claims (where applicable), and derivative claims for unfair competition/business practices, statutory and civil penalties, interest, any claims under the theory of *quantum meruit* or breach of contract, and any other state or local law or theory related to the payment of wages or any other employment benefits against any or all of the PRA Releasees, and that accrued during your employment, relating back to the fullest extent of all applicable state or local statutes of limitations and continuing through the date the Court grants final approval of the Class settlement, including all claims for attorneys' fees, costs, and expenses, service payments, settlement administration, and all employee payroll taxes related to these claims ("State Law Claims"). To the extent there are any statutory protections against any type of release, including without limitation under Section 1542 of the California Civil Code, then Settlement Class Members shall be deemed to have waived any such protection to the fullest extent permitted by applicable law.

When (and what) Is the Fairness Hearing?

The Court will hold a Fairness Hearing for final approval of the fairness and adequacy of the Settlement related to State Law Claims on [Date] at [Time]. The Fairness Hearing will be held at 600 Granby Street, Norfolk, Virginia 23510. You may attend the hearing, but you are not required to do so.

At the Fairness Hearing, the Court will decide whether the Settlement as to the State Law Claims is fair, reasonable, and adequate. If there are objections to the Settlement as it relates to the State Law Claims, the Court will consider them at this hearing. If you timely file an objection, you may ask to speak, but you are not required to do so.

Can Defendant Retaliate Against You?

The law prohibits retaliation against employees or former employees for exercising their rights under the FLSA and/or state/local wage and hour laws. Therefore, Defendant is prohibited

from discharging you or retaliating against you in any manner based on your decision to participate in any portion of this Settlement, and has agreed to abide by this obligation. **What Happens to your Statute of Limitations if You do not Participate in the Settlement?**

If you choose not to opt-in to the FLSA portion of the Settlement, or choose to opt-out of the state/local law portion of the Settlement, some or all of your potential claims may later be barred by the applicable statute of limitations, and those statutes of limitation may be different than the ones deemed to apply pursuant to the agreed upon terms of this Settlement.

Where Can You Get More Information?

Questions concerning this Notice of Settlement, the Settlement, the Lawsuit, the attached Claim Form, or the instruction provided herein may be directed to Class Counsel, at the number and address stated above.

THIS NOTICE OF SETTLEMENT AND ITS CONTENT HAVE BEEN AUTHORIZED BY THE HONORABLE RODERICK C. YOUNG, THE UNITED STATES DISTRICT JUDGE PRESIDING OVER THIS MATTER. THE COURT HAS TAKEN NO POSITION REGARDING THE MERITS OF THE PLAINTIFFS' CLAIMS OR OF DEFENDANT'S DEFENSES AND YOU SHOULD NOT INTERPRET THE COURT'S AUTHORIZATION OF THIS NOTICE OF SETTLEMENT AS ANY INDICATION THAT THE COURT AGREES OR DISAGREES WITH THE CLAIMS AND DEFENSES ASSERTED IN THIS CASE.

EXHIBIT 2

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Norfolk Division**

<p>JENNIFER SCOTT, <i>Individually and on behalf of all other similar situated</i></p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>PORTFOLIO RECOVER ASSOCIATES, L.L.C.,</p> <p style="text-align: center;">Defendant.</p>	<p>CIVIL ACTION NO. 2:20-CV-267</p>
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CLAIM FORM

<p>[name and address inserted by administrator]</p>	<p>NAME AND ADDRESS CORRECTION(S) HERE:</p> <p>Former Names (if any) _____</p>
---	---

CLAIM FORM: COMPLETE FOR FEDERAL SETTLEMENT PAYMENT

TO RECEIVE A SETTLEMENT PAYMENT FOR YOUR CLAIMS UNDER THE FAIR LABOR STANDARDS ACT (“FLSA”), YOU MUST COMPLETE, SIGN AND SUBMIT THIS FORM BY FIRST CLASS U.S. MAIL, EMAIL, FACSIMILE, OR ELECTRONIC SUBMISSION, ON OR BEFORE **[CLAIM FORM DEADLINE] TO:**

[Claims Administrator]

If you have any questions about completing this Claim Form, please call ANDERSON ALEXANDER, PLLC at 361-452-1279 or the Claims Administrator at **[phone number]**.

CONSENT TO JOIN THE FLSA SETTLEMENT:

I have reviewed the attached Notice of Class and Collective Action Settlement (“Notice”) and this Consent Form. In order to receive any FLSA Settlement Payment, I consent to join in the settlement and be represented by the Representative Plaintiffs, and their counsel pursuant to 29 U.S.C. § 216(b). I also affirm that I have read and understand the Notice, agree to the release of claims as described in the Notice, and agree to be legally bound by the terms of the Notice. Specifically, I hereby fully, finally and forever resolve, discharge, settle and release any and all known or unknown claims under the FLSA and that accrued during my employment relating back to the fullest extent of the maximum FLSA statute of limitations and continuing through the date of this Claim Form, along with any and all claims for attorneys’ fees, costs, and expenses, service payments, settlement administration, and all employee payroll taxes related to these claims.

In the event the Court does not approve the Settlement, or Defendant elects to void the settlement, I then I designate the Class Representative(s) as my agents to make decisions on my behalf concerning the litigation, the method and manner of conducting this litigation, the entering an agreement with Plaintiffs’ Counsel concerning the payment of attorneys’ fees and costs, and all other matters pertaining to this lawsuit.

PLEASE SIGN BELOW:

Signature

_____, 2021

Printed Name

Portfolio Recovery Resources, LLC Settlement
c/o Claim Administrator

[COLLECTIVE/CLASS ADDRESS BLOCK]

Upon final Court approval of the Settlement, dependent upon your response to this Notice of Settlement, you will be eligible for settlement proceeds from Portfolio Recovery Associates, LLC.

CONTACT INFORMATION FOR YOUR ATTORNEYS' FILE

Along with the completed Consent Form that appears on the back of this page (should you choose to return it in order to claim your pro rata share of the Federal Settlement Fund), please provide the below information to Anderson Alexander, PLLC by mail (at 819 Upper Broadway, Corpus Christi, TX 78401), or by email (to clif@a2xlaw.com), or by fax (at (361) 452-1284).

Printed Name: _____

Address: _____

Personal E-mail: _____

Phone Number(s): _____

Emergency Contact Name: _____

Emergency Contact Phone Number: _____

EXHIBIT 3

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION**

JENNIFER SCOTT, DANNY LYNN
JONES, DELANIE BUTLER, TIARRA
POTEAT, PAKISHA STREATER, and
MARCIAL RIVERA, Individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PORTFOLIO RECOVERY ASSOCIATES,
L.L.C.

Defendant.

Case No. 2:20cv267(RCY)

PLAINTIFFS' FIRST AMENDED COLLECTIVE/CLASS ACTION COMPLAINT

Plaintiffs Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera, bring this action individually and on behalf of all current and former hourly non-exempt employees (hereinafter "Plaintiffs and the Putative Class Members" who worked for Portfolio Recovery Associates, L.L.C. ("PRA" or "Defendant"), at any time from April 21, 2017 through the final disposition of this matter, as a collective action pursuant to the provisions of Sections 207 and 216(b) of the Fair Labor Standards Act of 1938, as amended 29 U.S.C. § 216(b) to recover compensation, liquidated damages, and attorneys' fees and costs, and as a class action pursuant to Federal Rule of Civil Procedure 23 for their state-law, local, and common law claims related to wage and hour matters, including, but not limited to, claims for unpaid straight and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

I. OVERVIEW

1. This is a collective action to recover overtime wages and liquidated damages brought pursuant to the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et. seq.*, and a class action pursuant to state and local wage and hour laws to recover additional unpaid compensation.

2. Plaintiff and the Putative Class Members are those similarly situated persons who have worked for PRA in call centers throughout the United States at any time from April 21, 2017 through the final disposition of this matter, and have not been paid for all hours worked nor the correct amount of overtime in violation of federal and state law.

3. Specifically, PRA enforced a uniform company-wide policy wherein it improperly required its hourly non-exempt employees—Plaintiffs and the Putative Class Members—to perform work “off-the-clock” and without pay.

4. PRA’s illegal company-wide policy has caused Plaintiffs and the Putative Class Members to have hours worked that were not compensated and further created a miscalculation of their regular rate(s) of pay for purposes of calculating their overtime compensation each workweek.

5. Although Plaintiffs and the Putative Class Members have routinely worked in excess of forty (40) hours per workweek, Plaintiffs and the Putative Class Members have not been paid overtime of at least one and one-half their regular rates for all hours worked in excess of forty (40) hours per workweek.

6. PRA knowingly and deliberately failed to compensate Plaintiffs and the Putative Class Members for all hours worked each workweek and the proper amount of overtime on a routine and regular basis during the relevant time period.

7. Plaintiffs and the Putative Class Members did not (and currently do not) perform work that meets the definition of exempt work under the FLSA, or the respective state wage and hour laws.

8. Plaintiffs and the Putative Class Members seek to recover based on claims for federal, state-law, local, and common law claims related to PRA's alleged violations of wage and hour laws, including, but not limited to, claims for unpaid straight time and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records, as a collective action pursuant to 29 U.S.C. § 216(b), and as a class action pursuant to Federal Rule of Civil Procedure 23.

9. Plaintiffs pray that all similarly situated workers (Putative Class Members) be notified of the pendency of this action to apprise them of their rights and provide them an opportunity to opt-in to this lawsuit.

10. Plaintiffs further pray that the Rule 23 Class is certified as defined herein and that Plaintiffs Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera designated herein be named as Class Representatives for the Rule 23 Class.

II. THE PARTIES

11. Plaintiff Jennifer Scott ("Scott") was employed by PRA during the relevant time period. Plaintiff Scott did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.¹

12. Plaintiff Danny Lynn Jones ("Jones") was employed by PRA during the relevant time period. Plaintiff Jones did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.²

¹ The written consent of Jennifer Scott is on file with the Court at ECF No. 1-1.

² The written consent of Danny L. Jones is on file with the Court in consolidated action *Jones v. Portfolio Recovery Associates, L.L.C.*, Civil Case No. 2:20-00349-AWA-DEM (E.D. Va.) (ECF No. 1-1).

13. Plaintiff Delanie Butler (“Butler”) was employed by PRA during the relevant time period. Plaintiff Butler did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.³

14. Plaintiff Tiarra Poteat (“Poteat”) was employed by PRA during the relevant time period. Plaintiff Poteat did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.⁴

15. Plaintiff Pakisha Streater (“Streater”) was employed by PRA during the relevant time period. Plaintiff Streater did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.⁵

16. Plaintiff Marcial Rivera (“Rivera”) was employed by PRA during the relevant time period. Plaintiff Rivera did not receive compensation for all hours worked or the correct amount of overtime compensation for all hours worked in excess of forty (40) hours per workweek.⁶

17. The FLSA Collective Members are those current and former employees who worked for Portfolio Recovery Associates, L.L.C. in any hourly position, at any time from April 15, 2017 through the date the Court grants preliminary approval of the settlement of this matter.

18. The Rule 23 Class Members are those current and former employees who worked for Portfolio Recovery Associates, L.L.C. in any hourly position, in Virginia, Tennessee, Nevada, North Carolina, Kansas, Texas, California, and Florida at any time from April 15, 2017 through the date the Court grants preliminary approval of the settlement of this matter.

³ The written consent of Delanie Butler is on file with the Court at ECF No. 4-38.

⁴ The written consent of Tiarra Poteat is on file with the Court at ECF No. 32-13.

⁵ The written consent of Pakisha Streater is on file with the Court at ECF No. 10-2.

⁶ The written consent of Marcial Rivera is on file with the Court at ECF No. 37-7.

19. Defendant Portfolio Recovery Associates, L.L.C. (“PRA”) is a Domestic Limited Liability Company, licensed to and doing business in the State of Virginia, and has been served and appeared herein.

III. JURISDICTION & VENUE

20. This Court has federal question jurisdiction over this case pursuant to 28 U.S.C. § 1331 as this is an action arising under 29 U.S.C. §§ 201 *et. seq.*

21. This Court has supplemental jurisdiction over the additional state law claims pursuant to 28 U.S.C § 1367.

22. This Court has personal jurisdiction over PRA because the cause of action arose within this District as a result of PRA’s conduct within this District and Division.

23. Venue is proper in the Eastern District of Virginia because this is a judicial district where a substantial part of the events or omissions giving rise to the claim occurred.

24. Specifically, PRA’s corporate headquarters are located in Norfolk, Virginia, which is located in this District and Division.

25. Venue is therefore proper in this Court pursuant to 28 U.S.C. § 1391.

IV. ADDITIONAL FACTS

26. Portfolio Recovery Associates, L.L.C. is a debt collection company and operates several call centers throughout the United States.⁷

27. Plaintiffs and the Putative Class Members’ job duties consisted of making and answering phone calls made by debtors, and would attempt to collect on these outstanding debts.

⁷ <https://www.portfoliorecovery.com/prapay/help/faqs>.

28. Plaintiff Scott was employed by PRA in customer service in Hampton, Virginia from approximately November 2017 until February 2020.

29. Plaintiff Jones was employed by PRA in customer service in Jackson, Tennessee from approximately January 2010 to August 2018

30. Plaintiff Butler was employed by PRA in customer service in Henderson, Nevada from approximately November 2107 to March 2020.

31. Plaintiff Poteat was employed by PRA in customer service in Burlington, North Carolina from approximately October 2018 to July 2019.

32. Plaintiff Streater was employed by PRA in debt collections in Birmingham, Alabama from approximately October 2018 to April 2020.

33. Plaintiff Rivera was employed by PRA in customer service in Hutchinson, Kansas from approximately April 2014 to November 2019.

34. Plaintiffs and the Putative Class Members are non-exempt call-center employees who were (and are) paid by the hour.

35. Plaintiffs and the Putative Class Members typically worked approximately forty (40) “on-the-clock” hours per week.

36. In addition to their forty (40) “on-the-clock” hours, Plaintiffs and the Putative Class Members regularly worked up to (and over) an hour “off-the-clock” per week and have not been compensated for that time.

37. Plaintiffs and the Putative Class Members have not been compensated for all the hours they worked for PRA as a result of PRA’s corporate policy and practice of requiring their hourly call-center employees to clock-in only when ready to take their first call.

38. Specifically, Plaintiffs and the Putative Class Members are required to start and log-in to their computer, open multiple different PRA computer programs, log in to each PRA program, and

ensure that each PRA program is running correctly—all of which can take up to twenty-five minutes—before they allowed to clock in on the time keeping software application and then take their first phone call.

39. If Plaintiffs and the Putative Class Members are not ready and on the phone at shift start they can be subject to discipline.

40. If Plaintiffs and the Putative Class Members clock in prior to their shift start time, they are also subject to discipline.

41. Therefore, the only way to be ready on time, and avoid discipline, is to prepare the computer “off-the-clock.”

42. During this start up time, Plaintiffs and the Putative Class Members were not compensated although they were expected to have completed this process in advance of their official start times.

43. PRA provides the Plaintiffs and the Putative Class Members with one unpaid lunch break per shift.

44. However, PRA requires the Plaintiffs and the Putative Class Members to perform “off-the-clock” work during their unpaid lunch break.

45. Plaintiffs and the Putative Class were required to stay on the clock and on call until the minute their lunch break began, clock out, then log out of the phone system or otherwise go into an aux mode, and then log off of their computer prior to leaving their desk for lunch.

46. Plaintiffs and the Putative Class Members were required to log back into their computer, log back into the phone system, then clock in, and be back on the phone right at the moment their lunch break ends.

47. The log off process used prior to going to lunch can take 1-3 minutes.

48. The log in process used after returning from lunch can take 1-3 minutes.

49. This lengthy log off and log in procedure had to be performed during Plaintiffs and the Putative Class Members' lunch break per PRA policy.

50. Further, Plaintiffs and the Putative Class Members' computers could crash up to multiple times each week and required Plaintiffs and the Putative Class Members to reset them, which took ten (10) minutes or more each time.

51. Plaintiffs and the Putative Class Members were also not compensated for the time they worked for PRA rebooting PRA's computers after they crashed.

52. Plaintiffs and the Putative Class Members were always scheduled to work exactly forty (40) hours each week.

53. Plaintiffs and the Putative Class Members were (and still are) not permitted to hang up on customers and must finish every call regardless of how long it takes.

54. Plaintiffs and the Putative Class Members frequently found (and continue to find) themselves handling calls past the end of their shift end time on the last day of the week.

55. This call would cause Plaintiffs and the Putative Class Members to go over their forty (40) hour work shift in one week. However, PRA would shave that time off and not pay Plaintiffs and the Putative Class Members any overtime.

56. In addition, PRA also enforced a uniform company-wide policy wherein they improperly required their non-exempt hourly employees—Plaintiff and the Putative Class Members—to clock out for rest breaks lasting twenty minutes or less. 29 C.F.R. § 785.18; *see also Sec'y U.S. Dep't of Labor v. Am. Future Sys., Inc.*, 873 F.3d 420, 425 (3d Cir. 2017).

57. PRA permitted Plaintiffs and the Putative Class Members to take two ten-minute breaks each day but required them to clock out for any and all breaks taken outside the two ten-minute breaks.

58. As a result of PRA's corporate policy and practice of requiring Plaintiffs and the Putative Class Members to perform their computer start up tasks before the beginning of their shifts, perform log-in log out processes during their unpaid lunch break, and requiring Plaintiff and the Putative Class Members to clock out for short breaks, Plaintiff and the Putative Class Members were not compensated for all hours worked, including all worked in excess of forty (40) in a workweek at the rates required by the FLSA.

59. PRA has employed other individuals who perform(ed) the same or similar job duties under the same pay provisions as Plaintiffs.

60. PRA is aware of their obligation to pay overtime for all hours worked and the proper amount of overtime for all hours worked in excess of forty (40) each week, but have failed to do so.

61. Because PRA did not pay Plaintiffs and the Putative Class Members for all hours worked and time and a half for all hours worked in excess of forty (40) in a workweek, PRA's pay policies and practices violate the FLSA, state, local, and common laws.

V.

29 U.S.C. § 216(b) COLLECTIVE ACTION CLAIMS

A. FLSA COVERAGE

62. Plaintiffs incorporate by reference all paragraphs and allegations set forth in the statement of facts of this complaint as though fully and completely set forth herein.

63. The FLSA Collective is defined as:

All current and former employees who worked for Portfolio Recovery Associates, L.L.C. in any hourly position at any time from April 1, 2017 through the final disposition of this matter. ("FLSA Collective" or FLSA Collective Members").

64. At all times hereinafter mentioned, PRA has been an employer within the meaning of Section 3(d) of the FLSA, 29 U.S.C. § 203(d).

65. At all times hereinafter mentioned, PRA has been an enterprise within the meaning of Section 3(r) of the FLSA, 29 U.S.C. § 203(r).

66. At all times hereinafter mentioned, PRA has been an enterprise engaged in commerce or in the production of goods for commerce within the meaning of Section 3(s)(1) of the FLSA, 29 U.S.C. § 203(s)(1), in that said enterprise has had employees engaged in commerce or in the production of goods for commerce, or employees handling, selling, or otherwise working on goods or materials that have been moved in or produced for commerce by any person, or in any closely related process or occupation directly essential to the production thereof, and in that that enterprise has had, and has, an annual gross volume of sales made or business done of not less than \$500,000.00 (exclusive of excise taxes at the retail level which are separately stated).

67. During the respective periods of Plaintiff and the FLSA Collective Members' employment by PRA, these individuals have provided services for PRA that involved interstate commerce for purposes of the FLSA.

68. In performing the operations hereinabove described, Plaintiffs and the FLSA Collective Members have been engaged in commerce or in the production of goods for commerce within the meaning of §§ 203(b), 203(i), 203(j), 206(a), and 207(a) of the FLSA. 29 U.S.C. §§ 203(b), 203(i), 203(j), 206(a), 207(a).

69. Specifically, Plaintiffs and the FLSA Collective Members are non-exempt hourly call-center employees of PRA who assisted PRA by calling debtors and collecting on outstanding debts throughout the United States. 29 U.S.C. § 203(j).

70. At all times hereinafter mentioned, Plaintiffs and the FLSA Collective Members have been individual employees who were engaged in commerce or in the production of goods for commerce as required by 29 U.S.C. §§ 206–07.

71. The proposed class of similarly situated employees, i.e. putative class members, sought to be certified pursuant to 29 U.S.C. § 216(b), is defined in Paragraph 63.

72. The precise size and identity of the proposed class should be ascertainable from the business records, tax records, and/or employee and personnel records of PRA.

B. FAILURE TO PAY WAGES AND OVERTIME UNDER THE FLSA

73. PRA has violated provisions of Sections 6, 7 and 15 of the FLSA, 29 U.S.C. §§ 206–7, and 215(a)(2) by employing individuals in an enterprise engaged in commerce or in the production of goods for commerce within the meaning of the FLSA for workweeks longer than forty (40) hours without compensating such non-exempt employees for all of the hours they worked in excess of forty (40) hours per week at rates at least one and one-half times the regular rates for which they were employed.

74. Moreover, PRA knowingly, willfully, and with reckless disregard carried out its illegal pattern of failing to pay Plaintiffs and other similarly situated employees the proper amount of overtime compensation for all hours worked. 29 U.S.C. § 255(a).

75. PRA is a sophisticated party and employer, and therefore knew (or should have known) its pay policies were in violation of the FLSA.

76. Plaintiffs and the FLSA Collective Members, on the other hand, are (and were) unsophisticated employees who trusted PRA to pay them according to the law.

77. The decisions and practices by PRA to not pay for all hours worked and the proper amount of overtime for all hours worked was neither reasonable nor in good faith.

78. Accordingly, Plaintiffs and the FLSA Collective Members are entitled to be paid overtime wages for all hours worked in excess of forty (40) hours per workweek pursuant to the FLSA in an amount equal to one-and-a-half times their regular rate of pay, plus liquidated damages, attorneys' fees and costs.

C. COLLECTIVE ACTION ALLEGATIONS

79. All previous paragraphs are incorporated as though fully set forth herein.

80. Pursuant to 29 U.S.C. § 216(b), this is a collective action filed on behalf of all of PRA's employees who have been similarly situated to Plaintiffs with regard to the work they performed and the manner in which they have not been paid.

81. Other similarly situated employees of PRA have been victimized by PRA's patterns, practices, and policies, which are in willful violation of the FLSA.

82. The FLSA Collective Members are defined in Paragraph 63.

83. PRA's failure to pay Plaintiff and the FLSA Collective Members for all hours worked and overtime compensation at the rates required by the FLSA, results from generally applicable policies and practices of PRA, and does not depend on the personal circumstances of Plaintiff or the FLSA Collective Members.

84. Thus, Plaintiff's experiences are typical of the experiences of the FLSA Collective Members.

85. The specific job titles or precise job requirements of the various FLSA Collective Members do not prevent collective treatment.

86. All of the FLSA Collective Members—regardless of their specific job titles, precise job requirements, rates of pay, or job locations—are entitled to be paid for all hours worked and at the proper overtime rate for all hours worked in excess of forty (40) hours per workweek.

87. Although the issues of damages may be individual in character, there is no detraction from the common nucleus of liability facts.

88. Absent a collective action, many members of the proposed FLSA collective likely will not obtain redress of their injuries and PRA will retain the proceeds of its rampant violations.

89. Moreover, individual litigation would be unduly burdensome to the judicial system. Concentrating the litigation in one forum will promote judicial economy and parity among the claims of the individual members of the classes and provide for judicial consistency.

90. Accordingly, the FLSA collective of similarly situated plaintiffs should be certified as defined as in Paragraph 63 and notice should be promptly sent.

VI. RULE 23 CLASS ACTION CLAIMS

A. SCOPE OF THE RULE 23 CLASS

91. Plaintiffs incorporate by reference all paragraphs and allegations set forth in the statement of facts of this complaint as though fully and completely set forth herein.

92. The Rule 23 Class is defined as:

All current and former employees who worked for Portfolio Recovery Associates, L.L.C. in any hourly position, in Virginia, Tennessee, Nevada, North Carolina, Alabama, Kansas, Texas, California, and/or Florida at any time from April 1, 2017 through the final disposition of this matter. (“Rule 23 Class” or “Rule 23 Class Members”).

The Rule 23 Class members are entitled to recover damages from PRA under the respective statutory and common-law state law claims, including but not limited to state-law, local, and common law claims related to wage and hour matters, including, but not limited to, claims for unpaid straight and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements, wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

93. These claims are independent of Plaintiffs’ claims for unpaid minimum wages and overtime pursuant to the FLSA, and they are therefore not preempted by the FLSA.

B. CLASS ACTION ALLEGATIONS

94. The Rule 23 claims are brought as a class action pursuant to Federal Rule of Civil Procedure 23 on behalf of all similarly situated individuals employed by PRA.

95. Class action treatment of the Rule 23 Class Members' claims is appropriate because, as alleged below, all of Rule 23's class action requisites are satisfied.

96. The number of Rule 23 Class Members is so numerous that joinder of all class members is impracticable.

97. Plaintiffs are members of the Rule 23 Class, their claims are typical of the claims of the other Class Members, and they have no interests that are antagonistic to or in conflict with the interests of other class members.

98. Plaintiffs and their counsel will fairly and adequately represent the Rule 23 Class Members and their interests.

99. Class certification is appropriate under Federal Rule of Civil Procedure 23(b)(3) because common questions of law and fact predominate over questions affecting only individual class members and because a class action is superior to other available methods for the fair and efficient adjudication of this litigation.

100. Accordingly, the Rule 23 Class should be certified as defined in Paragraph 92.

COUNT TWO
(Alleging Violations of State, Local, and Common Law)

101. Plaintiffs allege PRA violated state and local wage and hour laws in Virginia, Tennessee, Nevada, North Carolina, Kansas, Texas, California, and Florida..

102. At all times hereinafter mentioned, PRA has been an "employer" within the meaning of the state, local, and common law wage and hour laws.

103. At all times hereinafter mentioned, the Rule 23 Class Members who worked for PRA have been "employees" within the meaning of the state, local, and common law wage and hour laws.

104. PRA owes the Rule 23 Class Members who worked for PRA for unpaid straight time and overtime wages, failure to pay the minimum wage, failure to provide accurate wage statements,

wage theft, improper wage payments, failure to provide meal and rest breaks, improper wage deductions, and failure to maintain accurate records.

105. The Rule 23 Class Members who worked for Chase were not (and currently are not) exempt from the state, local, and common law wage and hour laws.

106. The Rule 23 Class Members who worked for Chase have suffered damages and continue to suffer damages as a result of Chase's acts or omissions as described herein; though Chase is in possession and control of necessary documents and information from which they would be able to precisely calculate damages.

VII. RELIEF SOUGHT

107. Plaintiffs respectfully prays for judgment against PRA as follows:

a. For an Order certifying the FLSA Collective as defined in Paragraph 63 and requiring PRA to provide the names, addresses, e-mail addresses, telephone numbers, and social security numbers of all putative collective action members;

b. For an Order certifying the Rule 23 Class as defined in Paragraph 92 and appointing the Plaintiffs named herein as Class Representatives

c. For an Order pursuant to Section 16(b) of the FLSA finding PRA liable for unpaid back wages due to Plaintiffs (and those FLSA Collective Members who have joined in the suit), and for liquidated damages equal in amount to the unpaid compensation found due to Plaintiffs (and those FLSA Collective Members who have joined in the suit);

d. For an Order awarding Plaintiffs and the Rule 23 Class Members all damages allowed by the respective state laws;

e. For an Order awarding the costs and expenses of this action;

f. For an Order awarding attorneys' fees;

- g. For an Order awarding pre-judgment and post-judgment interest at the highest rates allowed by law;
- h. For an Order awarding the Representative Plaintiffs named herein a service award as permitted by law;
- h. For an Order compelling the accounting of the books and records of PRA, at PRA's expense; and
- i. For an Order granting such other and further relief as may be necessary and appropriate.

Dated: March 15, 2021

Respectfully submitted,

ANDERSON ALEXANDER, PLLC

By: /s/ Zev Antell

Clif Alexander (*Admitted Pro Hac Vice*)

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zev@butlercurwood.com

*Attorneys in Charge for Representative Plaintiffs
and Putative Collective/Class Members*

CERTIFICATE OF CONFERENCE

I hereby certify that Plaintiffs' counsel contacted counsel for Defendant regarding whether or not Defendant was opposed to the filing of this Amended Collective/Class Action Complaint and counsel for Defendant responded that Defendant was not opposed to Plaintiffs' filing of this Amended Collective/Class Action Complaint, which is filed to effectuate the settlement of this matter, and Defendant shall have all defenses preserved.

/s/ Zev Antell
Zev Antell

CERTIFICATE OF SERVICE

I hereby certify that on March 15, 2021, I electronically filed the foregoing document with the clerk of the court for the U.S. District Court, Eastern District of Virginia, using the electronic case filing system of the court. The electronic case filing system sent a "Notice of Electronic Filing" to the attorneys of record who have consented in writing to accept this Notice as service of this document by electronic means.

/s/ Zev Antell
Zev Antell

EXHIBIT 4

**State Maximum Statute of Limitations to be
Used for Calculating Qualifying State Work Weeks**

<u>State</u>	<u>Maximum SOL</u>
Alabama	6 years
California	4 years
Florida	5 years
Kansas	5 years
Nevada	2 years
North Carolina	3 years
Tennessee	6 years
Texas	4 years
Virginia	3 years

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF VIRGINIA
NORFOLK DIVISION

JENNIFER SCOTT, DANNY LYNN
JONES, DELANIE BUTLER, TIARRA
POTEAT, PAKISHA STREATER, and
MARCIAL RIVERA, Individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

PORTFOLIO RECOVERY ASSOCIATES,
L.L.C.

Defendant.

Case No. 2:20cv267(RCY)

[PROPOSED] ORDER

On _____, 2021, the Court heard an unopposed motion by Plaintiffs Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera (“Plaintiffs”) for preliminary approval of a class and collective action settlement (the “Motion”), related to Plaintiff’s claims against Portfolio Recovery Associates, L.L.C. (“Defendant”). The Court has considered the Motion, the Class and Collective Action Settlement Agreement (“Settlement” or “Settlement Agreement”), the proposed Notice and proposed Claim Form, and the submissions of counsel, and hereby finds and orders as follows:

1. The Court approves the filing of Plaintiffs’ proposed Amended Complaint, filed by Plaintiffs at ECF No. 59-1. The Court GRANTS the parties’ request to stay Defendant’s obligation to answer the Amended Complaint pending ruling on a motion for final approval of the Settlement Agreement.

2. The Court finds on a preliminary basis that the class settlement memorialized in the Settlement Agreement, filed with the Court, falls within the range of reasonableness and, therefore, preliminarily approves its terms as it meets the requirements for preliminary approval of a class action.

3. The Court finds that the collective settlement memorialized in the Settlement Agreement, filed with the Court, constitutes as fair and reasonable resolution of a *bona fide* dispute and approves its terms as they relate to the settlement of a collective action pursuant to 29 U.S.C. 216(b).

4. The Court conditionally certifies, for settlement purposes only, the following Classes and Collectives:

The Settlement Class is defined as:

All current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position in the states of Alabama, California, Florida, Kansas, Nevada, North Carolina, Tennessee, Texas, and Virginia, from April 1, 2017 through the Preliminary Effective Date; and (2) who worked at least one State Qualifying Work Week¹ during the Class Period.²

The Settlement Collective is defined as:

All current and former employees (1) who were employed by Portfolio Recovery Associates, L.L.C. in any hourly position, at any time from April 1, 2017 through Preliminary Effective Date; and (2) who worked at least one Federal Qualifying Work³ Week during the Collective Period.⁴

5. The Court finds that, for settlement purposes only, the requirements of 29 U.S.C. § 216, Federal Rule of Civil Procedure 23(a), and Federal Rule of Civil Procedure 23(b)(3) are satisfied,

¹ The formula for calculating the Collective Settlement Sum is described in the Agreement at ¶ V(C).

² Excluded from the Class is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released State Claims.

³ The formula for calculating the Class Settlement Sum is described in the Agreement at ¶ V(C).

⁴ Excluded from the Collective is any individual who is currently a named-plaintiff in any separate wage and hour lawsuit or litigation with the Company or has previously released his or her Released State Claims.

with the exception of the manageability requirement of Rule 23(b)(3), which the Court need not address for purposes of settlement.

4. The Court appoints, for settlement purposes only, Jennifer Scott, Danny Lynn Jones, Delanie Butler, Tiarra Poteat, Pakisha Streater, and Marcial Rivera as Representative Plaintiffs.

5. The Court appoints, for settlement purposes only, Anderson Alexander as Class Counsel.

6. The Court appoints Rust Consulting, L.L.C. as Settlement Administrator.

7. The Court approves, as to form and content, the Notice of Class and Collective Action Settlement Notice (“Notice”) and the Claim Form, attached to the Motion as Exhibit 1. The Claims Administrator is ordered to disseminate by mail, email, and text message the Notice and Claim Form to the members of the Classes as provided in the Settlement according to the deadlines included in the Settlement.

8. Each Class Member (other than the Representative Plaintiffs) will have ninety (90) days after the date on which the Claims Administrator disseminates the Notice to submit a written request for exclusion from the Class, or to object to the Settlement, as described in the Settlement Agreement and the Notices.

9. Each Collective Member (other than Representative Plaintiffs) will have ninety (90) days after the date on which the Claims Administrator disseminates Notice to submit a Claim Form to join the Collective.

10. Class Counsel and the Claims Administrator are authorized to initiate communications with Collective/Class Members by phone, text, and/or email to facilitate the settlement process.

11. The Court will conduct a Final Approval Hearing on _____, 2021, at _____ a.m./p.m., or as soon thereafter as the matter may be heard, to confirm the overall fairness of the settlement and to set the amount of reasonable attorneys’ fees and costs to Class

Counsel and enhancement payments to the Class Representatives. The Final Approval Hearing may be continued without further notice to members of the Class/Collective. Class Counsel shall file their motion for reasonable attorneys' fees, costs, expenses, and the Class Representative payment sought in the Settlement, on or before _____, 2021. Class Counsel shall file their motion for final settlement approval, on or before _____, 2021.

12. The Court enjoins Class Members under the All Writs Act, 28 U.S.C. § 165, from filing or prosecuting up to the date of entry of a Final Approval Order, or the voiding of the Settlement Agreement, any claims, suits, or administrative proceedings regarding claims released by them under the Settlement unless and until such Class Members have submitted valid and timely Requests for Exclusion with the Claims Administrator and the Claim Deadline has elapsed.

13. The Court authorizes and approves the establishment of a Qualified Settlement Fund ("QSF") related to this Settlement and to maintain jurisdiction over the QSF during the pendency of the settlement administration process.

IT IS SO ORDERED the ____ day of _____, 2021.

Roderick C. Young
United States District Court Judge