

EXHIBIT 1

CLASS/COLLECTIVE ACTION RETAINER AGREEMENT

This retainer agreement is entered into between ROBENSON JEAN-PIERRE (“Client”) and the law firms of Schneider Wallace Cottrell Konecky Wotkyns LLP and Berger & Montague, P.C. (“Attorneys”). Client hereby retains Attorneys to investigate, and if warranted litigate, his or her potential class claims against J&L Cable TV Services, Inc. and related entities (“J&L” or “Defendants”), on the following terms and conditions:

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11. Client understands that Attorneys have agreed to divide any award or payment of attorneys' fees and costs between them as follows: First, each firm will be reimbursed its reasonable out-of-pocket costs and expenses. Second, Attorneys will divide the fee award/payment equally, so long as their respective lodestars (hours worked multiplied by hourly rates) are within a 60/40 ratio; if Attorneys' lodestars are outside of a 60/40 ratio, then Attorneys will split the fee award/payment 60/40 in favor of the firm with the higher lodestar. In the event the actual lodestars between the firms are materially disproportionate to these ratios, then the Attorneys may modify the ratio of their fee split in an equitable fashion. In no case shall the division of attorneys' fees and costs in this matter create any additional expense for Client or in any way lessen the recovery for Client or any Class Member.

[REDACTED]

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Duties of Class Representatives

13. This case may be brought as a class action. Client also has read the attached document entitled “Duties of a Class Representative.” If the court accepts Client as a class representative, Client will be obligated and hereby agrees to perform those duties as outlined in that document.

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DATED: 4/23/2018 _____

Robenson Jean Pierre

Robenson Jean-Pierre

DATED: 4/23/2018 _____

Carolyn Cottrell

Attorney

SCHNEIDER WALLACE
COTTRELL KONECKY WOTKYNs LLP

DATED:  _____

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Attorney

BERGER & MONTAGE, P.C.

Duties of Class Representatives

1. A class representative represents the interests of all members of his/her class in litigation.

2. A class member has claims which are typical of those of the class, and thus involve common issues of law or of fact. As a class representative, your claims against the defendant(s) are typical of the class claims against them.

3. A class representative always considers the interests of the class and puts those interests ahead of the interests of any individual person, including his or her own interests.

4. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, answering written interrogatories, reviewing significant events in the lawsuit, and by keeping abreast of the status and progress of the lawsuit.

5. A class representative recognizes and accepts that any resolution of a class action lawsuit, such as by settlement or dismissal, is subject to court approval, and must be designed in the best interests of the class as a whole.

6. A class representative accepts the possibility that, in the event the case is lost, the court may assess a portion of certain of defendant(s)' costs of litigation against the class representatives.

7. A class representative is not required to be particularly sophisticated or knowledgeable with respect to the legal framework of the lawsuit. However, he/she should be interested, on a continuous basis, in the progress of the lawsuit, and must make every effort to provide his/her lawyers and the court with all

relevant facts of which he/she is aware.

8. A class representative's claims may become widely publicized by the attorneys or by others. Such publicity may be an appropriate, effective, and often necessary part of the representation.

9. A class representative volunteers to represent many other people with similar claims and damages, because he/she believes that it is important that all benefit from the lawsuit equally, because he/she believes that a class lawsuit will save time, money, and effort, and thus will benefit all parties, and the court, and because he/she believes that the class action is an important tool to assure compliance with the law.

I have reviewed and acknowledge my duties as a class representative.

DATED: 4/23/2018 _____

Robinson Jean Pierre

Robenson Jean-Pierre

EXHIBIT 2

**CLASS/COLLECTIVE ACTION
RETAINER AGREEMENT**

This retainer agreement is entered into between JEAN METELUS (“Client”) and the law firms of Schneider Wallace Cottrell Konecky Wotkyns LLP and Berger & Montague, P.C. (“Attorneys”). Client hereby retains Attorneys to investigate, and if warranted litigate, his or her potential class claims against J&L Cable TV Services, Inc. and related entities (“J&L” or “Defendants”), on the following terms and conditions:

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[REDACTED]

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Duties of Class Representatives

13. This case may be brought as a class action. Client also has read the attached document entitled “Duties of a Class Representative.” If the court accepts Client as a class representative, Client will be obligated and hereby agrees to perform those duties as outlined in that document.

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DATED: 4/24/2018



Attorney

BERGER & MONTAGE, P.C.

Duties of Class Representatives

1. A class representative represents the interests of all members of his/her class in litigation.

2. A class member has claims which are typical of those of the class, and thus involve common issues of law or of fact. As a class representative, your claims against the defendant(s) are typical of the class claims against them.

3. A class representative always considers the interests of the class and puts those interests ahead of the interests of any individual person, including his or her own interests.

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I have reviewed and acknowledge my duties as a class representative.

DATED: 4/21/2018

Jean Metelus

Jean Metelus

EXHIBIT 3

CLASS/COLLECTIVE ACTION RETAINER AGREEMENT

This retainer agreement is entered into between BILL MCKEE (“Client”) and the law firms of Schneider Wallace Cottrell Konecky Wotkyns LLP and Berger & Montague, P.C. (“Attorneys”). Client hereby retains Attorneys to investigate, and if warranted litigate, his or her potential class claims against J&L Cable TV Services, Inc. and related entities (“J&L” or “Defendants”), on the following terms and conditions:

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11. Client understands that Attorneys have agreed to divide any award or payment of attorneys' fees and costs between them as follows: First, each firm will be reimbursed its reasonable out-of-pocket costs and expenses. Second, Attorneys will divide the fee award/payment equally, so long as their respective lodestars (hours worked multiplied by hourly rates) are within a 60/40 ratio; if Attorneys' lodestars are outside of a 60/40 ratio, then Attorneys will split the fee award/payment 60/40 in favor of the firm with the higher lodestar. In the event the actual lodestars between the firms are materially disproportionate to these ratios, then the Attorneys may modify the ratio of their fee split in an equitable fashion. In no case shall the division of attorneys' fees and costs in this matter create any additional expense for Client or in any way lessen the recovery for Client or any Class Member.

[REDACTED]

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Duties of Class Representatives

13. This case may be brought as a class action. Client also has read the attached document entitled “Duties of a Class Representative.” If the court accepts Client as a class representative, Client will be obligated and hereby agrees to perform those duties as outlined in that document.

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DATED: 2/6/2020


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Bill McKee

DATED: 2/27/2020 _____

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Attorney

SCHNEIDER WALLACE
COTTRELL KONECKY WOTKYNS LLP

DATED: 2/6/2020 _____

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Attorney

BERGER & MONTAGE, P.C.

Duties of Class Representatives

1. A class representative represents the interests of all members of his/her class in litigation.
2. A class member has claims which are typical of those of the class, and thus involve common issues of law or of fact. As a class representative, your claims against the defendant(s) are typical of the class claims against them.
3. A class representative always considers the interests of the class and puts those interests ahead of the interests of any individual person, including his or her own interests.
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relevant facts of which he/she is aware.

8. A class representative's claims may become widely publicized by the attorneys or by others. Such publicity may be an appropriate, effective, and often necessary part of the representation.

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I have reviewed and acknowledge my duties as a class representative.

DATED: 2/6/2020

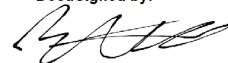
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Bill McKee

EXHIBIT 4

This retainer agreement is entered into between MICHAEL GARY FAUNTLEROY (“Client”) and the law firms of Schneider Wallace Cottrell Konecky Wotkyns LLP and Berger & Montague, P.C. (“Attorneys”). Client hereby retains Attorneys to investigate, and if warranted litigate, his or her potential class claims against J&L Cable TV Services, Inc. and related entities (“J&L” or “Defendants”), on the following terms and conditions:

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11. Client understands that Attorneys have agreed to divide any award or payment of attorneys' fees and costs between them as follows: First, each firm will be reimbursed its reasonable out-of-pocket costs and expenses. Second, Attorneys will divide the fee award/payment equally, so long as their respective lodestars (hours worked multiplied by hourly rates) are within a 60/40 ratio; if Attorneys' lodestars are outside of a 60/40 ratio, then Attorneys will split the fee award/payment 60/40 in favor of the firm with the higher lodestar. In the event the actual lodestars between the firms are materially disproportionate to these ratios, then the Attorneys may modify the ratio of their fee split in an equitable fashion. In no case shall the division of attorneys' fees and costs in this matter create any additional expense for Client or in any way lessen the recovery for Client or any Class Member.

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Duties of Class Representatives

13. This case may be brought as a class action. Client also has read the attached document entitled “Duties of a Class Representative.” If the court accepts Client as a class representative, Client will be obligated and hereby agrees to perform those duties as outlined in that document.

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DATED: 2/7/2020

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Michael Gary Fauntleroy

DATED: 2/27/2020 _____

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Attorney

SCHNEIDER WALLACE
COTTRELL KONECKY WOTKYNS LLP

DATED: 2/8/2020 _____

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Attorney

BERGER & MONTAGE, P.C.

Duties of Class Representatives

1. A class representative represents the interests of all members of his/her class in litigation.

2. A class member has claims which are typical of those of the class, and thus involve common issues of law or of fact. As a class representative, your claims against the defendant(s) are typical of the class claims against them.

3. A class representative always considers the interests of the class and puts those interests ahead of the interests of any individual person, including his or her own interests.

4. A class representative participates actively in the lawsuit, such as by testifying at deposition and trial, answering written interrogatories, reviewing significant events in the lawsuit, and by keeping abreast of the status and progress of the lawsuit.

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relevant facts of which he/she is aware.

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I have reviewed and acknowledge my duties as a class representative.

DATED: 2/7/2020

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1BE195E6CEE84AB...
Michael Gary Fauntleroy

EXHIBIT 5

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Robenson Jean-Pierre and Jean Metelus, Bill
McKee and Michael Gary Fauntleroy, on behalf
of themselves and all others similarly situated,

Plaintiffs,

vs.

J&L Cable TV Services, Inc.,

Defendant.

Civil Action No.: 1:18-cv-11499

CONFIDENTIAL MEMORANDUM OF UNDERSTANDING (“MOU”)

After a mediation on May 5, 2020 and subsequent arms’-length negotiations with the assistance of mediator Mark Irvings, on August 26, 2020, Plaintiffs Robenson Jean-Pierre and Jean Metelus, Bill McKee and Michael Gary Fauntleroy (“Plaintiffs”) and Defendant J&L Cable TV Services, Inc. (“Defendant”) (together, “the Parties”) have resolved the claims made by the Plaintiffs in the above captioned action (“Class and Collective Action” or “Action”). Subject to the Court’s preliminary and final approval of the Parties’ proposed settlement, and in exchange for a mutually agreeable Settlement and Release Agreement, the Parties reached the following settlement (“Settlement”). The Settlement is intended to be a full and final resolution of Plaintiffs’ claims as well as all Released Claims:

1. The Parties agree the Settlement is not an admission of any liability or wrongdoing.
2. Released Parties as referenced herein and as released in this Settlement are J&L Cable TV Services, Inc., and its present and former parent companies, subsidiaries, related or affiliated companies, and their shareholders, officers, directors, employees, agents, attorneys, insurers, predecessors, successors and assigns, and any individual or entity without limitation, exception or reservation, that could be liable for any of the Released Claims (hereinafter “Released Parties”).
3. The Settlement Class and Collective shall include Plaintiff, Opt-In Plaintiffs, and all individuals who worked as Technicians for Defendant in the states of Massachusetts, Maine, New Hampshire, and Pennsylvania between the earliest applicable limitations period and the date of execution of this MOU.
4. The Released Parties agree to pay, on an all-in and non-reversionary basis, a total of One Million Eight Hundred Fifty Thousand Dollars (\$1,850,000.00) inclusive of all amounts to be paid to the Settlement Class and Collective, and amounts representing attorneys’ fees, costs, service awards, and the costs of Settlement Administrator in administering the settlement (the “Gross Settlement Amount”). The Released Parties will make additional payments to the Settlement Administrator representing the employer’s share of payroll taxes to be paid in

connection with the Settlement (*e.g.*, FICA, FUTA, payroll taxes, or any similar tax or charge). If after final calculation of the employer share of wage-related taxes for all located Settlement Class and Collective members, it is determined that the estimated amount of such taxes paid by Defendant was higher than the actual amount owed by them, the amount Defendant overpaid into the Qualified Settlement Fund shall be returned to Defendant.

5. Defendant shall pay the Gross Settlement Amount into a Qualified Settlement Fund created and administered by the Settlement Administrator within the meaning of Section 468 of the Internal Revenue Code in equal monthly installments, the first installment being paid no later than fifteen (15) business days after the Court's Order preliminarily approving the Settlement, and subsequent installments being paid on the 1st day of every month thereafter though Defendant may elect to pay the entire amount earlier than this monthly schedule.

6. The Parties agree to stipulate to final certification for purposes of Settlement only as to Settlement Class and Collective and related to the Released Claims. The Parties agree to the designation of Schneider Wallace Cottrell Konecky LLP and Berger Montague PC as counsel for the Settlement Class and Collective for all purposes in the Action. From the Gross Settlement Amount, Plaintiffs will request (and Defendant will not oppose) attorneys' fees up to 33.33 percent of the settlement amount, and reasonable costs.

7. For the purposes of this Settlement only, the Parties agree to the designation of Robenson Jean-Pierre, Jean Metelus, Bill McKee and Gary Fauntleroy as Class Representatives for the applicable FLSA collective and Rule 23 state law Classes. From the Gross Settlement Amount, Plaintiffs will request (and Defendants will not oppose) a class representative payment for these four Plaintiffs in the amount not to exceed \$10,000 each, subject to Court approval. The Parties agree that all of the named Plaintiffs will execute a general release of all claims arising out of their employment.

8. The claims to be released include all claims made or which could have been made based on the facts pled in the amended class action complaint in the Action and the claims made in the Class and Collective Action, including claims pursuant to the FLSA, Massachusetts, Maine, New Hampshire, and Pennsylvania law, as permitted by law. As to those Class members who did not opt-in to the Collective, the Parties have not yet agreed on the method by which such Class members shall release all claims under the FLSA. The Parties shall use their best efforts to reach agreement on this issue as part of their efforts to finalize the formal Settlement Agreement and Release.

9. Subject to Court approval, Plaintiffs shall propose a proposed allocation formula for distribution of the amount to be paid to the Settlement Class and Collective Members, which shall take into account the worked in state as well as the applicable number of workweeks (with Defendant's consent, not to be unreasonably withheld). All Settlement Class and Collective Members shall receive a Settlement Award, unless they timely exclude themselves from the settlement. No Settlement Class or Collective Member shall receive less than \$50.00.

10. Other than any payments for Service Awards, the parties shall allocate payments made to each of the Settlement Class and Collective Members as taxable wage income paid under IRS Form W-2 and subject to ordinary payroll withholdings and taxable non-wage income paid under IRS Form 1099. Such allocation shall be determined based on the applicable state law or

FLSA liquidated damages provisions (i.e. Maine and Massachusetts Class Members shall be allocated one third wage and two third non-wage with the remaining Class and Collective Members allocated 50% wage and 50% nonwage).

11. Counsel for Defendant will prepare a formal Settlement Agreement and Release of all claims within 30 days of the execution of this Memorandum of Understanding. The Parties agree to cooperate fully with each other to accomplish the terms of the Settlement by entering into a long-form Settlement Agreement and Release, to use their best efforts to finalize the Settlement, and to use any other efforts that may become necessary by order of the Court, or otherwise, to effectuate the Settlement. If the Court unexpectedly rejects the parties' proposed Settlement Agreement and Release, the parties agree to work in good faith to resolve any differences they may have regarding a revised Settlement Agreement and Release to be re-submitted to the Court and, if the parties are unable to resolve any differences on their own, the parties further agree to engage Mark Irvings for mediation for the purpose of helping the parties to resolve any disputes about the terms and conditions of any revised Settlement Agreement and Release.

12. The parties expressly agree, if 5% or more of the Settlement Class validly and timely exclude themselves from this Action prior to the notice deadline, Defendant shall have the unilateral right to rescind the parties' settlement. If Defendant rescinds the parties' settlement pursuant to this paragraph, Defendant's obligations under the settlement will cease to have any force and effect, the Settlement Agreement and Release will be vacated, null, void and cancelled, all funds paid into the QSF by Defendant will be returned to the Defendant, the parties will return to the *status quo ante* as if they had not entered into a settlement, the settlement, and all negotiations and proceedings related to the settlement, will be without prejudice to the rights of the parties, and evidence of the settlement, negotiations, and proceedings will be inadmissible and will not be discoverable.

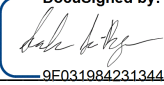
13. The Parties and their Counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press about this case and/or the terms of the Settlement. If the Parties are contacted by the press about the Settlement, they will respond only that the case has been resolved and that "we are pleased the matter was resolved to the satisfaction of all parties." Nothing in this paragraph shall prevent Class Counsel from communicating with the Settlement Class Members, or the Court in which the Action is pending, as may be required to carry out the terms of this Settlement and/or fulfill their ethical responsibilities under the Settlement and to their respective clients.

14. Any disputes following the Parties' execution of this Confidential Memorandum of Understanding and before the Parties' execution of the formal Settlement Agreement and Release will be referred to Mediator Irvings for mediation for the purpose of helping the parties to resolve such disputes.

15. Counsel for the Parties agree they have authority to execute this Confidential Memorandum of Understanding for and on behalf of the Parties.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Confidential Memorandum of Understanding as of the dates set forth below:

8/28/2020
Dated: August ____, 2020

DocuSigned by:

By: 9F0319842313448
Sarah R. Schalman-Bergen
BERGER MONTAGUE PC

Carolyn Cottrell
SCHNEIDER WALLACE COTTRELL
KONECKY LLP

Attorneys for Plaintiffs and the Class and Collective

Dated: August ____, 2020
8/28/2020

THE BENNETT LAW FIRM

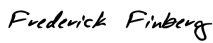

By: _____
Rick Finberg
Attorneys for Defendant

EXHIBIT 6

Jean-Pierre, et al., v. J&L Cable TV Services, Inc., Civil Action No. 1:18-cv-11499 (D. Mass.)

NOTICE OF SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

You received this Notice of Settlement (“Notice”) either because you 1) previously completed an Opt-In Consent Form to join this case; or 2) you did not previously join this case but the records of J&L Cable TV Services, Inc. (“Defendant” or “J&L”) show you performed work as a Technician for J&L in Massachusetts, New Hampshire or Pennsylvania sometime between July 18, 2015 and August 28, 2020 and/or in Maine sometime between July 18, 2012 and August 28, 2020. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court for the District of Massachusetts has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2021 at [REDACTED], before the Honorable District Judge Mark Wolf at the U.S Courthouse, Courtroom ____, 1 Courthouse Way, Boston, MA 02210.

2. What Is This Case About?

This lawsuit alleges that individuals who J&L employed as non-exempt employees and provided services, including, but not limited to, services such as installing cable, internet, television, alarm, security, and phone systems, in commercial and residential settings, were not compensated for all hours worked, were not paid minimum, straight time, or overtime wages, were not paid all wages due upon termination, and such Technicians’ expenses were not paid for by Defendant. This lawsuit seeks recovery of unpaid wages, compensation, statutory damages, interest, attorneys’ fees and costs. The claims in this lawsuit are brought under federal, Massachusetts, Maine, New Hampshire, and Pennsylvania law.

Defendant denies these allegations and contends that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that the wage and hour policies and practices at issue, including those regarding payment for time worked, and overtime pay are lawful and have been lawful throughout the relevant time period.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class and Collective Members. This Settlement is a compromise and is not an admission

¹ The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows Settlement Class and Collective Members to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. What Are the Terms of the Settlement?

J&L has agreed to pay **One Million Eight Hundred and Fifty Thousand Dollars (\$1,850,000)** ("**Gross Settlement Amount**"). Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (see below), settlement administration costs (up to **\$34,000**), and service awards in the amount of Forty Thousand Dollars (\$40,000) in total to be split equally by Named Plaintiffs Robenson Jean-Pierre, Jean Metelus, Bill McKee and Michael Gary Fauntleroy for their service to the Settlement Class and Collective. After deductions of these amounts, what remains of the Gross Settlement Amount (the "**Net Settlement Amount**") will be available to pay monetary Settlement Awards.

The following persons will be eligible to receive a monetary award from the Net Settlement Amount: (1) Named Plaintiffs, (2) all individuals who filed an Opt-In Consent Form to join the case before [DATE] ("**Collective Members**"), and (3) all individuals who do not opt out of the Settlement Class and who worked for J&L as Technicians between July 18, 2015 and August 28, 2020 in the states of Massachusetts, New Hampshire and Pennsylvania and between July 18, 2012 and August 28, 2020 in the State of Maine ("**Settlement Class Members**").

4. How Much Can I Expect to Receive?

All Settlement Class and Collective Members will receive a *pro rata* share of the Net Settlement Amount based on the total number of Workweeks that the Settlement Class and Collective Member worked for J&L during the relevant period. Settlement Class and Collective Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Settlement Class and Collective Members worked for J&L during the applicable time from July 18, 2015 for Massachusetts, New Hampshire, and Pennsylvania Class Members, and from July 18, 2012 for Maine Class Members, or three years prior to the Opt-In Date for Opt-In Plaintiffs, whichever is earliest, through August 28, 2020, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of Workweeks the Settlement Class or Collective Member worked. Each Workweek will be equal to two (2) settlement shares. To reflect the increased value of state law claims in Maine and Massachusetts, each workweek will be equal to three (3) settlement shares.
2. The total number of settlement shares for all Settlement Class and Collective Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each individual's number of settlement shares to determine his or her Settlement Award.

All Settlement Award determinations will be based on J&L's timekeeping, payroll, and/or HRIS records for Settlement Class and Collective members. According to records maintained by J&L, your total estimated settlement payment will be \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth above. You worked [REDACTED] Workweeks for J&L during the relevant period, as shown by company records.

If you dispute the number of Workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for J&L as a Technician. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach copies of the supporting evidence. Unless you present convincing evidence proving you worked more Workweeks than shown by J&L's records, your Settlement Award will be determined based on J&L's records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Settlement Awards to Settlement Class and Collective Members will be allocated fifty percent (50%) as wages and fifty percent (50%) as nonwages. However, Settlement Awards to Maine and Massachusetts Class Members shall be allocated one-third (33.33%) as wages and the remainder as nonwages. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. You should consult with your own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties' agreed upon *cypres* recipient, Greater Boston Legal Services, subject to the Court's approval in the Final Approval Order, if the total residual amount is less than \$50,000. If the total residual amount is \$50,000 or greater, a second distribution will occur to those Settlement Class and Collective Members who cashed their check on a *pro rata* basis.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases?

Upon Final Approval of the Settlement Agreement, Settlement Class and Collective Members shall and hereby do release claims against the Releasees as follows:

Collective Members' Released Claims. Settlement Collective Members release any and all Claims against Releasees through August 28, 2020 that were or could have been asserted under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.* ("FLSA claims") based on the factual predicate alleged in the operative Complaint. As to other Settlement Class Members, only those who cash or deposit their Settlement Award check shall become Collective Members and release their FLSA claims against Releasees through August 28, 2020.

Massachusetts Settlement Class Members' Released Claims. Massachusetts Class Members release any and all Claims against Releasees through August 28, 2020 that were or could have been asserted under Massachusetts law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation,

statutory penalties, and equitable and declaratory relief.

Maine Settlement Class Members' Released Claims. Maine Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under Maine law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

New Hampshire Settlement Class Members' Released Claims. New Hampshire Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under New Hampshire law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

Pennsylvania Settlement Class Members' Released Claims. Pennsylvania Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under Pennsylvania law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

6. What Are My Rights?

- **Do Nothing:** If you are a Settlement Class Member and do not timely and validly opt-out, you will automatically become a part of the Settlement Class and Collective and receive your prorated Settlement Award, upon approval of the Court, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a Settlement Class Member and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("opt-out"), postmarked by [INSERT]. The written request for exclusion must contain a statement that indicates a desire to be excluded from the Settlement Class, contain your full name, address, telephone number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The failure to submit a timely opt-out may be excused by the Court for good cause only. **Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.**
- **Object:** If you are a Settlement Class Member and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be filed with the United States District Court for the District of Massachusetts. You must also mail a copy of your objection to Class Counsel and Defendant's Counsel, by [INSERT DATE] to the following addresses:

Carolyn Cottrell
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Frederick B. Finberg
Peter Bennett
THE BENNETT LAW FIRM, P.A.
75 Market Street, Suite 201
Portland, ME 04101

Shoshana Savett
BERGER MONTAGUE PC
1818 Market Street
Suite 3600
Philadelphia, Pennsylvania 19103

Attorneys for J&L Cable

Class Counsel

If you file a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendant's counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendant's counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. The failure to submit a timely objection may be excused by the Court for good cause only. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than [INSERT DATE business days before final approval hearing] or orally at the Final Approval hearing, subject to the Court's approval.

The Court may alter any of the deadlines above for good cause.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with J&L or future work or employment with J&L. It is unlawful for J&L to take any adverse action against you as a result of your participation in this Lawsuit. In fact, J&L encourages you to participate in this Settlement.

8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
Ori Edelstein
Michelle Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP
2000 Powell Street, Suite 1400
Emeryville, CA 94608
Telephone: (415) 421-7100
Facsimile: (415) 421-7105

Stacy Savett
Shoshana Savett
BERGER MONTAGUE PC
1818 Market St., Suite 3600
Philadelphia, Philadelphia 19103
Telephone: (215) 875-3033
Facsimile: (215) 875-4604

9. Should I get my own Lawyer?

You do not need to hire your own lawyer, because Class Counsel are working on your behalf. If you wish to make an appearance through your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, your lawyer must file an appearance in the action.

10. How Will the Attorneys for the Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. Class Counsel will be paid from the Gross Settlement Amount of \$1,850,000.00. The Settlement Agreement provides that Class Counsel will request attorneys' fees of one-third (1/3) of \$1,850,000 (i.e., \$616,667.00) plus their out-of-pocket costs, not to exceed \$50,000. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court to make this request. The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

11. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. Please review the full Settlement Agreement, which contains the complete terms of the proposed Settlement (which includes a release) on the Settlement Website, which can be

accessed at [INSERT URL]. The Settlement Website includes the Settlement Agreement and other documents for this case. The Settlement Agreement is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT OR J&L FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

Jean-Pierre, et al., v. J&L Cable TV Services, Inc., Civil Action No. 1:18-cv-11499 (D. Mass.)

NOTICE OF SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY.

You received this Notice of Settlement (“Notice”) either because you 1) previously completed an Opt-In Consent Form to join this case; or 2) you did not previously join this case but the records of J&L Cable TV Services, Inc. (“Defendant” or “J&L”) show you performed work as a Technician for J&L in Massachusetts, New Hampshire or Pennsylvania sometime between July 18, 2015 and ~~INSERT~~ August 28, 2020 and/or in Maine sometime between July 18, 2012 and ~~INSERT~~ August 28, 2020. Because you fit this definition, **you may be entitled to receive money from a Settlement¹ in this case, as described below.**

1. Why Should You Read This Notice?

This Notice explains your right to share in the monetary proceeds of this Settlement, exclude yourself (“opt out”) of the Settlement, or object to the Settlement. If you object to the Settlement, you cannot opt out of the Settlement, and you will be bound by the terms of Settlement in the event the Court denies your objection.

The United States District Court for the District of Massachusetts has preliminarily approved the Settlement as fair and reasonable. The Court will hold a Final Approval Hearing on [REDACTED], 2021~~9~~ at [REDACTED], before the Honorable District Judge Mark Wolf at the U.S Courthouse, Courtroom ____, 1 Courthouse Way, Boston, MA 02210.

2. What Is This Case About?

This lawsuit alleges that individuals who J&L employed as non-exempt employees and provided services, including, but not limited to, services such as installing cable, internet, television, alarm, security, and phone systems, in commercial and residential settings, were not compensated for all hours worked, were not paid minimum, straight time, or overtime wages, were not paid all wages due upon termination, and such Technicians’ expenses were not paid for by Defendant. This lawsuit seeks recovery of unpaid wages, compensation, statutory damages, interest, attorneys’ fees and costs. The claims in this lawsuit are brought under federal, Massachusetts, Maine, New Hampshire, and Pennsylvania law.

Defendant denies these allegations and contends that it has strong legal and factual defenses to these claims, but it recognizes the risks, distractions, and costs associated with litigation. Defendant contends that the wage and hour policies and practices at issue, including those regarding payment for time worked, and overtime pay are lawful and have been lawful throughout the relevant time period.

This Settlement is the result of good faith, arm’s length negotiations between Plaintiffs and Defendant, through their respective attorneys. Both sides agree that in light of the risks and expenses associated with continued litigation, this Settlement is fair and appropriate under the circumstances, and in the best interests of the Settlement Class and Collective Members. This Settlement is a compromise and is not an admission

¹ The capitalized terms in this Notice of Settlement have defined meanings that are set out in detail in the Settlement Agreement. To review a copy of the Settlement Agreement, please visit the Settlement website at [INSERT URL].

of liability on the part of Defendant.

The Court has not ruled on the merits of Plaintiffs' claims or Defendant's defenses.

The Settlement Administrator has created a Settlement website, which can be accessed at [INSERT URL]. The Settlement website allows Settlement Class and Collective Members to view the Settlement Agreement, all papers filed by Class Counsel to obtain Court approval of the Settlement Agreement, and this Notice of Settlement (in generic form). The Settlement website also provides contact information for Class Counsel and the Settlement Administrator.

3. What Are the Terms of the Settlement?

J&L has agreed to pay **One Million Eight Hundred and Fifty Thousand Dollars (\$1,850,000)** ("Gross Settlement Amount"). Deductions from this amount will be made for attorneys' fees and costs for Class Counsel (see below), settlement administration costs (up to **\$34,000**), and service awards in the amount ~~not to exceed~~ of Forty Thousand Dollars (\$40,000) in total to be split equally by Named Plaintiffs Robenson Jean-Pierre, Jean Metelus, Bill McKee and Michael Gary Fauntleroy for their service to the Settlement Class and Collective. After deductions of these amounts, what remains of the Gross Settlement Amount (the "**Net Settlement Amount**") will be available to pay monetary Settlement Awards.

The following persons will be eligible to receive a monetary award from the Net Settlement Amount: (1) Named Plaintiffs, (2) all individuals who filed an Opt-In Consent Form to join the case before [DATE] ("**Collective Members**"), and (3) all individuals who do not opt out of the Settlement Class and who worked for J&L as Technicians between July 18, 2015 and August 28, 2020 in the states of Massachusetts, New Hampshire and Pennsylvania and between July 18, 2012 and August 28, 2020 in the State of Maine ("**Settlement Class Members**").

4. How Much Can I Expect to Receive?

All Settlement Class and Collective Members will receive a *pro rata* share of the Net Settlement Amount based on the total number of Workweeks that the Settlement Class and Collective Member worked for J&L during the relevant period. Settlement Class and Collective Members shall receive a *pro rata* portion of the Net Settlement Amount as follows:

1. For each week during which the Settlement Class and Collective Members worked for J&L during the applicable time from July 18, 2015 for Massachusetts, New Hampshire, and Pennsylvania Class Members, and from July 18, 2012 for Maine Class Members, or three years prior to the Opt-In Date for Opt-In Plaintiffs, whichever is earliest, through August 28, 2020, he or she shall be eligible to receive a *pro rata* portion of the Net Settlement Amount based on the number of Workweeks the Settlement Class or Collective Member worked. Each Workweek will be equal to two (2) settlement shares. To reflect the increased value of state law claims in Maine and Massachusetts, each workweek will be equal to three (3) settlement shares.
2. The total number of settlement shares for all Settlement Class and Collective Members will be added together and the resulting sum will be divided into the Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each individual's number of settlement shares to determine his or her Settlement Award.

All Settlement Award determinations will be based on J&L's timekeeping, payroll, and/or HRIS records for Settlement Class and Collective members. According to records maintained by J&L, your total estimated settlement payment will be \$[REDACTED]. This amount is an estimated amount, and your final settlement payment is expected to differ from this amount (*i.e.*, it could be higher or lower) and will be calculated as set forth above. You worked [REDACTED] Workweeks for J&L during the relevant period, as shown by company records.

If you dispute the number of Workweeks as shown on this Notice of Settlement, you may produce evidence to the Settlement Administrator establishing the dates you contend to have worked for J&L as a Technician. To do so, send a letter to the Settlement Administrator explaining the basis for your dispute and attach more copies of the supporting evidence. Unless you present convincing evidence proving you worked more Workweeks than shown by J&L's records, your Settlement Award will be determined based on J&L's records. Any disputes must be postmarked by [INSERT DATE], and should be mailed to [INSERT SETTLEMENT ADMINISTRATOR ADDRESS]. The Settlement Administrator will notify you of the decision on the dispute.

For tax reporting purposes, Settlement Awards to Settlement Class and Collective Members will be allocated fifty percent (50%) as wages and fifty percent (50%) as nonwages. However, Settlement Awards to Maine and Massachusetts Class Members shall be allocated one-third (33.33%) as wages and the remainder as nonwages. None of the Parties or attorneys makes any representations concerning the tax consequences of this Settlement or your participation in it. You should consult with your own tax advisors concerning the tax consequences of the Settlement.

If you participate in the Settlement, you will have 180 days to cash the check that will be sent to you. If at the conclusion of the 180-day check void period, there are any uncashed checks, those monies will be paid to the Parties' agreed upon *cypres* recipient, Greater Boston Legal Services, subject to the Court's approval in the Final Approval Order, if the total residual amount is less than \$50,000. If the total residual amount is \$50,000 or greater, a second distribution will occur to those Settlement Class and Collective Members who cashed their check on a *pro rata* basis.

It is your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your monetary Settlement Award. If you fail to keep your address current, you may not receive your Settlement Award.

5. What Are The Releases?

Upon Final Approval of the Settlement Agreement, Settlement Class and Collective Members shall and hereby do release claims against the Releasees as follows:

Collective Members' Released Claims. Settlement Collective Members release any and all Claims against Releasees through August 28, 2020 that were or could have been asserted under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201 *et seq.* ("FLSA claims") based on the factual predicate alleged in the operative Complaint. As to other Settlement Class Members, only those who cash or deposit their Settlement Award check shall become Collective Members and release their FLSA claims against Releasees through August 28, 2020.

Massachusetts Settlement Class Members' Released Claims. Massachusetts Class Members release any and all Claims against Releasees through August 28, 2020 that were or could have been asserted under Massachusetts law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation,

statutory penalties, and equitable and declaratory relief.

Maine Settlement Class Members' Released Claims. Maine Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under Maine law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

New Hampshire Settlement Class Members' Released Claims. New Hampshire Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under New Hampshire law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

Pennsylvania Settlement Class Members' Released Claims. Pennsylvania Class Members release any and all Claims against Releasees through August 28, 2020 that were asserted under Pennsylvania law based on the factual predicate alleged in the operative Complaint including claims for the alleged failure to pay minimum, straight time, overtime wages or any other form of compensation, statutory penalties, and equitable and declaratory relief.

6. What Are My Rights?

- **Do Nothing:** If you are a Settlement Class Member and do not timely and validly opt-out, you will automatically become a part of the Settlement Class and Collective and receive your prorated Settlement Award, upon approval of the Court, and will be bound by the Settlement including its release provisions.
- **Opt-Out:** If you are a Settlement Class Member and do not wish to be bound by the Settlement, you must submit a written exclusion from the Settlement ("opt-out"), postmarked by **[INSERT]**. The written request for exclusion must contain a statement that indicates a desire to be excluded from the Settlement Class, contain your full name, address, telephone number, and must be signed individually by you. No opt-out request may be made on behalf of a group. The opt-out request must be sent by mail to the Settlement Administrator at **[INSERT SETTLEMENT ADMINISTRATOR ADDRESS]**. The failure to submit a timely opt-out may be excused by the Court for good cause only. Any person who requests exclusion (opts out) of the settlement will not be entitled to any Settlement Award and will not be bound by the Settlement Agreement or have any right to object, appeal or comment thereon.
- **Object:** If you are a Settlement Class Member and wish to object to the Settlement, you must submit a written statement objecting to the Settlement. The statement must state the factual and legal grounds for your objection to the settlement. Your objection must state your full name, address, telephone number, and email address (if applicable), and must be signed by you. Any objection must be filed with the United States District Court for the District of Massachusetts. You must also mail a copy of your objection to Class Counsel and Defendant's Counsel, by **[INSERT DATE]** to the following addresses:

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Carolyn Cottrell
**SCHNEIDER WALLACE
COTTRELL KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, CA 94608

Frederick B. Finberg
Peter Bennett
THE BENNETT LAW FIRM, P.A.
75 Market Street, Suite 201
Portland, ME 04101

~~Sarah R. Schalman-Bergen~~
~~Shoshana Savett~~
BERGER MONTAGUE PC
1818 Market Street
Suite 3600
Philadelphia, Pennsylvania 19103

Attorneys for J&L Cable

Class Counsel

If you file a written objection, you may also, if you wish, appear at the Final Approval Hearing to discuss your objection with the Court and the parties to the Lawsuit. Your written objection must state whether you will attend the Final Approval Hearing, and your written notice of your intention to appear at the Final Approval Hearing must be filed with the Court and served upon Class Counsel and Defendant's counsel on or before the Notice Deadline. To be heard at the Final Approval Hearing you must also not opt out of the Settlement. If you wish to object to the Settlement but fail to return your timely written objection in the manner specified above, you shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. The postmark date of mailing to Class Counsel and Defendant's counsel shall be the exclusive means for determining that an objection is timely mailed to counsel. The failure to submit a timely objection may be excused by the Court for good cause only. Objections shall only be considered if the Settlement Class Member has not opted out of the Settlement.

You may also withdraw your objection in writing by mailing a withdrawal statement to the Court and counsel for the Parties postmarked no later than **[INSERT DATE —10 business days before final approval hearing]** or orally at the Final Approval hearing, subject to the Court's approval.

The Court may alter any of the deadlines above for good cause.

7. Can Defendant Retaliate Against Me for Participating in this Lawsuit?

No. Your decision as to whether or not to participate in this Lawsuit will in no way affect your work or employment with J&L or future work or employment with J&L. It is unlawful for J&L to take any adverse action against you as a result of your participation in this Lawsuit. In fact, J&L encourages you to participate in this Settlement.

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8. Who Are the Attorneys Representing Plaintiffs and the Settlement Class?

Plaintiffs and the Settlement Class are represented by the following attorneys acting as Class Counsel:

Carolyn Cottrell
 Ori Edelstein
 Michelle Lim
SCHNEIDER WALLACE COTTRELL KONECKY LLP
 2000 Powell Street, Suite 1400
 Emeryville, CA 94608
 Telephone: (415) 421-7100
 Facsimile: (415) 421-7105

Stacy Savett
 Shoshana Savett
BERGER MONTAGUE PC
 1818 Market St., Suite 3600
 Philadelphia, Philadelphia 19103
 Telephone: (215) 875-3033
 Facsimile: (215) 875-4604

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9. Should I get my own Lawyer?

You do not need to hire your own lawyer, because Class Counsel are working on your behalf. If you wish to make an appearance through your own lawyer, you may hire one, but you will be responsible for any payment for that lawyer's services. For example, you can ask your lawyer to appear in Court for you if you want someone other than Class Counsel to speak for you. If you hire your own lawyer, your lawyer must file an appearance in the action.

10. How Will the Attorneys for the Settlement Class Be Paid?

You do not have to pay the attorneys who represent the Settlement Class. Class Counsel will be paid from the Gross Settlement Amount of \$1,850,000.00. The Settlement Agreement provides that Class Counsel will ~~request-receive~~ attorneys' fees of ~~up to~~ one-third (1/3) of \$1,850,000 (i.e., \$616,667.00) plus their out-of-pocket costs, not to exceed ~~\$50,000~~. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court to make this request. ~~You do not have to pay the attorneys who represent the Settlement Class. Class Counsel will file a Motion for Attorneys' Fees and Costs with the Court.~~ The amount of attorneys' fees and costs awarded will be determined by the Court at the Final Approval Hearing.

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101. Where can I get more information?

If you have questions about this Notice, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement, you should contact the Class Counsel.

This Notice is only a summary. Please review the full Settlement Agreement, which contains the complete

terms of the proposed Settlement (which includes a release) on the Settlement Website, which can be accessed at [\[INSERT URL\]](#). The Settlement Website includes the Settlement Agreement and other documents for this case. The Settlement Agreement is also available through Class Counsel and publicly accessible and on file with the Court.

PLEASE DO NOT CONTACT THE COURT OR J&L FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

EXHIBIT 7

Plaintiffs respectfully request this Court approve the proposed schedule as follows:

Defendant to Provide Settlement Administrator and Class Counsel with Class Information	Within fourteen (14) days after the Court's Preliminary Approval Order
Notice Sent by Settlement Administrator	Within twenty-one (21) days after the Court's Preliminary Approval Order
Plaintiffs' Motion for Approval of Attorneys' Fees and Costs	_____ days prior to the Notice Deadline
Deadline to Postmark Objections or Requests for Exclusion ("Notice Deadline")	_____ days after the Settlement Notice is initially mailed
Plaintiffs' Motion for Final Approval	Fourteen (14) days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience, not less than one hundred (100) calendar days after the Court's Preliminary Approval Order or ninety (90) calendar days after CAFA notice is sent; No earlier than thirty (30) days after the Notice Deadline

Plaintiffs respectfully request this Court approve the proposed schedule as follows:

Defendant to send CAFA Notice	Within ten (10) days of submission of the Settlement Agreement to the Court
Defendant to Provide Settlement Administrator and Class Counsel with Class Information	Within fourteen (14) days after the Court's Preliminary Approval Order
Notice Sent by Settlement Administrator	Within twenty-one (21) days after the Court's Preliminary Approval Order
Plaintiffs' Motion for Approval of Attorneys' Fees and Costs	_____ Fourteen (14) days prior to the Notice Deadline
Deadline to Postmark Objections or Requests for Exclusion ("Notice Deadline")	Sixty (60) _____ days after the Settlement Notice is initially mailed
Plaintiffs' Motion for Final Approval	Fourteen Ten (140) days prior to the Final Approval Hearing
Final Approval Hearing	At the Court's convenience, not less than one hundred (100) calendar days after the Court's Preliminary Approval Order or ninety (90) calendar days after CAFA notice is sent; No earlier than thirty (30) days after the Notice Deadline

EXHIBIT 8

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Robenson Jean-Pierre, Jean Metelus, Bill
McKee and Michael Gary Fauntleroy,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

J&L CABLE TV SERVICES, INC.

Defendant.

Case No.: 1:18-cv-11499-MLW

**DECLARATION OF ROBENSON JEAN-
PIERRE IN SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL MEMORANDUM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND COLLECTIVE ACTION
SETTLEMENT**

DECLARATION OF ROBENSON JEAN-PIERRE¹

I, Robenson Jean-Pierre, declare:

1. I have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

2. I worked for J&L Cable in Florida and I am a representative of the FLSA nationwide collective.

3. After my February 3, 2021 testimony at the hearing in support of approval of the settlement, I went back and reviewed my records to refresh my recollection concerning my involvement in the litigation.

4. On April 20, 2018, I signed an opt-in form to join the litigation. On April 26, 2018, I signed a retainer agreement to represent the collective. Attached to the retainer agreement was a document titled Duties of Class Representatives, which explained the requirements that I would need to follow to be a class representative, including to put the

¹ I, Robenson Jean-Pierre, am not waiving attorney-client communications privilege by the filing of this declaration.

interest of the class ahead of my own, and to actively participate in the litigation. I separately signed and agreed to the requirements laid out in the Duties of Class Representative.

5. While I testified that I opened the case on my own, my attorney and I discussed that the case would be on behalf of other technicians. We discussed that I would represent the collective and this would not be an individual lawsuit.

6. Consistent with my duties as a class representative, I have spent extensive time and effort in working with Plaintiffs' Counsel to investigate, bring, and maintain the claims asserted. I reviewed draft filings and discovery responses, received case status reports, and consulted with Plaintiffs' Counsel as to strategy, litigation, and the May 5, 2020 mediation before Mark Irving.

7. I spent upwards of an estimated 40 hours assisting counsel in the litigation of this matter at all stages – from the initial investigation through mediation and settlement. I provided information regarding my work experience, including communicating with my attorneys about the payment violations I believe I and other employees like me were subjected to, which led to the filing of the class and collective action lawsuit. I spent substantial time gathering and providing documentation, including pay stubs, which show both the rate of regular and overtime pay, as well as the number of hours J&L falsely recorded. The number of hours recorded does not capture the true number of hours worked. After I provided documents, I spent time, upwards of ten phone calls consisting of 15-30 minute each, explaining the significance of each document to Plaintiffs' Counsel. After reviewing my records, I believe I was mistaken at the preliminary approval hearing, and that I did in fact provide documents. My records show a prepaid FedEx was sent to me in March 2019. I provided many useful documents, both in the FedEx and throughout the litigation.

8. In preparation for bringing this lawsuit I spent significant time, upwards of ten hours on the phone with my attorneys, to discuss the details of my employment and how I was not paid fairly. I informed them of the typical workday and that I was not paid for all the time worked. This included working before I clocked in and after I clocked out for the day. My attorneys sent me a draft of the original complaint before it was filed for my approval. The complaint accurately captured the information I provided and therefore, I did not have any revisions.

9. My attorneys also sent me a draft of my declaration in support of conditional certification, which was based on my extensive phone calls with my attorneys, for my review on December 4, 2018. I reviewed the written statements carefully and confirmed via Docusign that each paragraph was both truthful and accurate.

10. On May 22, 2019, I had a call with my attorneys to discuss a certification I was required to sign regarding Alternative Dispute Resolution options (ADR). My attorneys explained what ADR is, and I signed the certification the same day.

11. Before and throughout this litigation, I have taken all steps reasonable and necessary to preserve and produce responsive documents to J&L in this litigation. I responded to J&L's discovery requests, consisting of 27 requests for production of documents and 25 interrogatories. I worked closely with my attorneys throughout the month of November 2019 to respond to J&L's discovery requests. I checked my records for any responsive documents, discussed at length about what the discovery requests were and what they were asking for with my attorneys. On November 24, 2019, before the responses were due and, my attorneys sent me the discovery responses they drafted based on the numerous

conversations I had with them. I reviewed the responses carefully and confirmed that they were both truthful and accurate. I signed the verification form on the same day via Docusign.

12. In May 2020, my attorneys informed me of the upcoming mediation. After the mediation, my attorney called to inform me that the case did not settle and were continuing our negotiations on the behalf of the technicians.

13. In August 2020, I was told by my attorneys that J&L requested my attendance for deposition and worked with my attorneys to provide 3 possible dates to schedule a deposition. The deposition did not move forward as both Parties agreed to settle this Action.

14. In early September 2020, my attorneys explained to me that the parties had reached a tentative settlement and that they had signed a memorandum of understanding.

15. On October 13, 2020, after reviewing the Settlement Agreement with my attorneys, who explained the terms of the agreement, I had no revisions. I approved the settlement and signed the Settlement Agreement.

16. On February 3, 2021, I attended the three-and-a-half-hour hearing in support of Plaintiffs' motion for approval of settlement and answered all questions asked by Judge Wolf to the extent I could remember at the time, and without looking at any documents to refresh my memory.

17. As this case has progressed, I am not aware of any conflicts of interest between me and the proposed opt-ins. Throughout this case, my interests have been and continue to be aligned with the proposed opt-ins. It was and continues to be my goal to obtain relief for not only myself, but the other proposed opt-ins who were subjected to similar wage and hour violations in substantially similar circumstances to me.

VERIFICATION

I declare under penalty of perjury under the laws of State of Florida that the foregoing is true and correct and based upon my own personal knowledge.

Executed on this 15th day of February, 2021.

DocuSigned by:
Robinson Jean Pierre
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EXHIBIT 9

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Robenson Jean-Pierre, Jean Metelus, Bill
McKee and Michael Gary Fauntleroy,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

J&L CABLE TV SERVICES, INC.

Defendant.

Case No.: 1:18-cv-11499-MLW

**DECLARATION OF JEAN METELUS IN
SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL MEMORANDUM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND COLLECTIVE ACTION
SETTLEMENT**

DECLARATION OF JEAN METELUS¹

I, Jean Metelus, declare:

1. I have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

2. I worked for J&L Cable in Massachusetts, Maine, Connecticut and Florida, and I seek appointment by the Court to serve as a representative of the Massachusetts settlement class, which includes cable technicians who worked in Massachusetts. I am also a representative of the FLSA nationwide collective.

3. After my February 3, 2021 testimony at the hearing in support of approval of the settlement, I went back and reviewed my records to refresh my recollection concerning my involvement in the litigation.

4. On April 21, 2018, I signed an opt-in form to join the litigation. On April 24, 2018, I signed a retainer agreement to represent the Massachusetts class. Attached to the retainer agreement was a document titled Duties of Class Representatives, which explained

¹ I, Jean Metelus, am not waiving attorney-client communications privilege by the filing of this declaration.

the requirements that I would need to follow to be a class representative, including to put the interest of the class ahead of my own, and to actively participate in the litigation. I separately signed and agreed to the requirements laid out in the Duties of Class Representative.

5. Consistent with my duties as a class representative, I have spent extensive time and effort in working with Plaintiffs' Counsel to investigate, bring, and maintain the claims asserted. I reviewed draft filings and discovery responses, received case status reports, and consulted with Plaintiffs' Counsel as to the litigation, and the May 5, 2020 mediation before Mark Irving.

6. I spent upwards of an estimated 40 hours assisting counsel in the litigation of this matter at all stages – from the initial investigation through mediation and settlement. I provided information regarding my work experience, including communicating with my attorneys about the payment violations I believe I and other employees like me were subjected to, which led to the filing of the class and collective action lawsuit. I spent substantial time gathering and providing documentation, including pay stubs, which show both the rate of regular and overtime pay, as well as the number of hours J&L falsely recorded. The number of hours recorded does not capture the true number of hours worked. After I provided documents, I spent upwards of five hours, explaining the significance of each document to Plaintiffs' Counsel.

7. In preparation for bringing this lawsuit I spent significant time, upwards of ten hours, on the phone with my attorneys, to discuss the details of my employment and how I was not paid fairly. I informed them of the typical workday and that I was not paid for all the time worked. This included working before I clocked in and after I clocked out for the day. My attorneys sent me a draft of the original complaint before it was filed for my approval.

The complaint accurately captured the information I provided and therefore, I did not have any revisions.

8. My attorneys also sent me a draft of my declaration in support of conditional certification, which was based on my extensive phone calls with my attorneys, for my review on December 4, 2018. I reviewed the written statements carefully and confirmed via Docusign that each paragraph was both truthful and accurate.

9. On May 31, 2019, I had a call with my attorneys to discuss a certification I was required to sign regarding Alternative Dispute Resolution options (ADR). My attorneys explained what ADR is, and I signed the certification the same day.

10. Before and throughout this litigation, I have taken all steps reasonable and necessary to preserve and produce responsive documents to J&L in this litigation. I responded to J&L's discovery requests, consisting of 27 requests for production of documents and 25 interrogatories. I worked closely with my attorneys throughout the month of November 2019 to respond to J&L's discovery requests. I checked my records for any responsive documents, discussed at length about what the discovery requests were and what they were asking for with my attorneys. On November 24, 25 and 26, 2019, before the responses were due, my attorneys sent me the discovery responses they drafted based on the numerous conversations I had with them. On November 26, 2019, I reviewed the responses carefully and confirmed that they were both truthful and accurate. I signed the verification form on November 26, 2019 via Docusign.

11. In May 2020, my attorneys informed me of the upcoming mediation. After the mediation, my attorney called to inform me that the case did not settle and were continuing our negotiations on behalf of the technicians.

12. In August 2020, I was told by my attorneys that J&L requested my attendance for a deposition and worked with my attorneys to provide 3 possible dates to schedule a deposition. The deposition did not move forward as both Parties agreed to settle this Action.

13. In early September 2020, my attorneys explained to me that the parties had reached a tentative settlement and that they had signed a memorandum of understanding.

14. On October 14, 2020, after reviewing the Settlement Agreement with my attorneys, who explained the terms of the agreement, I had no revisions. I approved the settlement and signed the Settlement Agreement.

15. On February 3, 2021, I attended the three-and-a-half-hour hearing in support of Plaintiffs' motion for approval of settlement and answered all questions asked by Judge Wolf to the extent I could remember at the time, and without looking at any documents to refresh my memory.

16. As this case has progressed, I am not aware of any conflicts of interest between me myself and the members of the Massachusetts class or the proposed opt-ins. Throughout this case, my interests have been and continue to be aligned with the other Massachusetts class members. It was and continues to be my goal to obtain relief for not only myself, but the other Massachusetts class members who were subjected to similar wage and hour violations in substantially similar circumstances to me.

VERIFICATION

I declare under penalty of perjury under the laws of State of Florida that the foregoing is true and correct and based upon my own personal knowledge.

Executed on this ^{14TH} _____ day of February, 2021.

DocuSigned by:
Jean Metelus
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EXHIBIT 10

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Robenson Jean-Pierre, Jean Metelus, Bill
McKee and Michael Gary Fauntleroy,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

J&L CABLE TV SERVICES, INC.

Defendant.

Case No.: 1:18-cv-11499-MLW

**DECLARATION OF BILL MCKEE IN
SUPPORT OF PLAINTIFFS'
SUPPLEMENTAL MEMORANDUM IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND COLLECTIVE ACTION
SETTLEMENT**

DECLARATION OF BILL MCKEE¹

I, Bill McKee, declare:

1. I have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.

2. I worked for J&L Cable in New Hampshire and Maine, and I seek appointment by the Court to serve as a representative of the New Hampshire and Maine settlement classes, which includes cable technicians who worked in New Hampshire and Maine. I am also a representative of the FLSA nationwide collective.

3. After my February 3, 2021 testimony at the hearing in support of approval of the settlement, I went back and reviewed my records to refresh my recollection concerning my involvement in the litigation.

4. On January 17, 2020, I signed an opt-in form to join the litigation. On February 6, 2020, I signed a retainer agreement to represent the New Hampshire and Maine classes. Attached to the retainer agreement was a document titled Duties of Class Representatives,

¹ I, Bill McKee, am not waiving attorney-client communications privilege by the filing of this declaration.

which explained the requirements that I would need to follow to be a class representative, including to put the interest of the class ahead of my own, and to actively participate in the litigation. I separately signed and agreed to the requirements laid out in the Duties of Class Representative.

5. Consistent with my duties as a class representative, I have spent extensive time and effort in working with Plaintiffs' Counsel to investigate, bring, and maintain the claims asserted. I reviewed draft filings, received case status reports, and consulted with Plaintiffs' Counsel as to the litigation, and the May 5, 2020 mediation before Mark Irving.

6. I spent upwards of an estimated 30 hours assisting counsel in the litigation of this matter at all stages – from the time I received notice through mediation and settlement. I provided information regarding my work experience, including communicating with my attorneys about the payment violations I believe I and other employees like me were subjected to, which led to the filing of the amended class and collective action lawsuit. I spent substantial time on the phone with my attorneys to discuss the pay and time date J&L produced. Together we reviewed my pay stubs, which show both the rate of regular and overtime pay, as well as the number of hours J&L falsely recorded. The number of hours recorded does not capture the true number of hours worked. We also discussed that my supervisor instructed and encouraged me, and I believe other employees like me, to enter less hours worked. I spent upwards of five hours, explaining the significance of each document to Plaintiffs' Counsel.

7. In preparation for amending the complaint to add New Hampshire and Maine state laws, I spent significant time, upwards of ten hours, on the phone with my attorneys, to discuss the details of my employment and how I was not paid fairly. I informed them of the

typical workday and that I was not paid for all the time worked. This included working before I clocked in and after I clocked out for the day. My attorneys sent me a draft of the amended complaint before it was filed for my approval. The amended complaint accurately captured the information I provided and therefore, I did not have any revisions.

8. In April 2020, my attorneys informed me of the upcoming mediation. Prior to the mediation, I spent upwards of five hours assisting counsel regarding the mediation, including discussing the time I and believe other employees like me spent off the clock and that my supervisor instructed and encourage me and other technicians to not clock in for all hours worked. After the mediation, my attorney called to inform me that the case did not settle and were continuing our negotiations on behalf of the technicians.

9. Before and throughout this litigation, I have taken all steps reasonable and necessary to preserve and produce responsive documents to J&L in this litigation. I responded to J&L's discovery requests, consisting of 20 requests for production of documents and 23 interrogatories. I worked closely with my attorneys throughout the months of July and August 2020 to respond to J&L's discovery requests. I checked my records for any responsive documents, discussed at length the discovery requests and what Defendant was asking for with my attorneys. I was not required to verify the responses due to a stay in anticipation of the settlement.

10. In August 2020, I was told by my attorneys that J&L requested my attendance for a deposition and worked with my attorneys to provide 3 possible dates to schedule a deposition. The deposition did not move forward as both Parties agreed to settle this Action.

11. In early September 2020, my attorneys explained to me that the parties had reached a tentative settlement and that they had signed a memorandum of understanding.

After reviewing my records, I believe I was mistaken at the preliminary approval hearing, and that I did in fact speak with my attorneys around that time over the phone. I believe the call was in regard to the tentative settlement.

12. After reviewing my records, I realized I was mistaken at the preliminary approval hearing, and that I did in fact speak with my attorneys regarding the terms of the settlement. I believe my attorneys explained to me that the settlement is based on each technicians' state worked and the weeks worked, and that technicians that worked in Maine will receive more money per week than technicians that worked in New Hampshire because the Maine claims were worth more.

13. On October 13, 2020, after reviewing the Settlement Agreement with my attorneys, who explained the terms of the agreement, I had no revisions. I approved the settlement and signed the Settlement Agreement.

14. On February 3, 2021, I attended a three-and-a-half-hour hearing in support of Plaintiffs' motion for approval of settlement and answered all questions asked by Judge Wolf to the extent I could remember at the time, and without looking at any documents to refresh my memory.

15. As this case has progressed, I am not aware of any conflicts of interest between myself and the members of the Maine and New Hampshire classes or the proposed opt-ins. Throughout this case, my interests have and continue to be aligned with other Maine and New Hampshire class members, who were subjected to similar wage and hour violations in substantially similar circumstances.

VERIFICATION

I declare under penalty of perjury under the laws of State of Florida that the foregoing is true and correct and based upon my own personal knowledge.

Executed on this ¹⁴_____day of February, 2021.


DocuSigned by:

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EXHIBIT 11

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS**

Robenson Jean-Pierre, Jean Metelus, Bill
McKee and Michael Gary Fauntleroy,
on behalf of themselves and all others similarly
situated,

Plaintiffs,

v.

J&L CABLE TV SERVICES, INC.

Defendant.

Case No.: 1:18-cv-11499-MLW

**DECLARATION OF MICHAEL GARY
FAUNTLEROY IN SUPPORT OF
PLAINTIFFS' SUPPLEMENTAL
MEMORANDUM IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS AND
COLLECTIVE ACTION SETTLEMENT**

DECLARATION OF MICHAEL GARY FAUNTLEROY¹

I, Michael Gary Fauntleroy, declare:

1. I have personal knowledge of the facts stated in this declaration and would testify to those facts if called upon to do so.
2. I work for J&L Cable in Pennsylvania, and I seek appointment by the Court to serve as a representative of the Pennsylvania settlement class, which includes cable technicians who worked in Pennsylvania. I am also a representative of the FLSA nationwide collective.
3. After my February 3, 2021 testimony at the hearing in support of approval of the settlement, I went back and reviewed my records to refresh my recollection concerning my involvement in the litigation.
4. On November 22, 2019, I signed an opt-in form to join the litigation. On February 7, 2020, I signed a retainer agreement to represent the Pennsylvania class. Attached to the retainer agreement was a document titled Duties of Class Representatives, which explained

¹ I, Michael Gary Fauntleroy, am not waiving attorney-client communications privilege by the filing of this declaration.

the requirements that I would need to follow to be a class representative, including to put the interest of the class ahead of my own, and to actively participate in the litigation. I separately signed and agreed to the requirements laid out in the Duties of Class Representative.

5. Consistent with my duties as a class representative, I have spent extensive time and effort in working with Plaintiffs' Counsel to investigate, bring, and maintain the claims asserted. I reviewed draft filings, received case status reports, and consulted with Plaintiffs' Counsel as to the litigation, and the May 5, 2020 mediation before Mark Irving.

6. I spent upwards of an estimated 30 hours assisting counsel in the litigation of this matter at all stages – from the time I received notice through mediation and settlement. I provided information regarding my work experience, including communicating with my attorneys about the payment violations I believe I and other employees like me were subjected to, which led to the filing of the amended class and collective action lawsuit. I spent substantial time on the phone with my attorneys to discuss the pay and time date J&L produced. Together we reviewed my pay stubs, which show both the rate of regular and overtime pay, as well as the number of hours J&L falsely recorded. The number of hours recorded does not capture the true number of hours worked. We also discussed that my supervisor instructed and encouraged me, and I believe other employees like me, to enter less hours worked. I spent upwards of 5 hours, explaining the significance of each document to Plaintiffs' Counsel.

7. In preparation for amending the complaint to add Pennsylvania state laws, I spent significant time, upwards of 10 hours, on the phone with my attorneys, to discuss the details of my employment and how I was not paid fairly. I informed them of the typical workday and that I was not paid for all the time worked. This included working before I clocked in

and after I clocked out for the day. My attorneys sent me a draft of the amended complaint before it was filed for my approval. The amended complaint accurately captured the information I provided and therefore, I did not have any revisions.

8. In April 2020, my attorneys informed me of the upcoming mediation. Prior to the mediation, I spent upwards of five hours assisting counsel regarding the mediation, including discussing the time I and believe other employees like me spent off the clock and that my supervisor instructed and encourage me and other technicians to not clock in for all hours worked. After the mediation, my attorney called to inform me that the case did not settle and were continuing our negotiations on behalf of the technicians.

9. Before and throughout this litigation, I have taken all steps reasonable and necessary to preserve and produce responsive documents to J&L in this litigation. I responded to J&L's discovery requests, consisting of 20 requests for production of documents and 23 interrogatories. I worked closely with my attorneys throughout the months of July and August 2020 to respond to J&L's discovery requests. I checked my records for any responsive documents, discussed at length the discovery requests and what Defendant was asking for with my attorneys. I was not required to verify the responses due to a stay in anticipation of the settlement.

10. In August 2020, I was told by my attorneys that J&L requested my attendance for a deposition and worked with my attorneys to provide 3 possible dates to schedule a deposition. The deposition did not move forward as both Parties agreed to settle this Action.

11. In early September 2020, my attorneys explained to me that the parties had reached a tentative settlement and that they had signed a memorandum of understanding.

12. On October 13, 2020, after reviewing the Settlement Agreement with my attorneys, who explained the terms of the agreement. I had no revisions, so I approved the settlement, and signed the Settlement Agreement. While I testified at the preliminary approval hearing that I agreed with the settlement because any money was better than no money, I believe that the Settlement Agreement is fair and reasonable.

13. On February 3, 2021, I attended a three-and-a-half-hour hearing in support of Plaintiffs' motion for approval of settlement and answered all questions asked by Judge Wolf to the extent I could remember at the time, and without looking at any documents to refresh my memory.

14. As this case has progressed, I am not aware of any conflicts of interest between myself and the members of the Pennsylvania class or the proposed opt-ins. Throughout this case, my interests have and continue to be aligned with other Pennsylvania class members, who were subjected to similar wage and hour violations in substantially similar circumstances.

VERIFICATION

I declare under penalty of perjury under the laws of State of Pennsylvania that the foregoing is true and correct and based upon my own personal knowledge.

Executed on this ¹⁶_____ day of February, 2021.

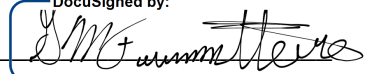
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EXHIBIT 12

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MASSACHUSETTS

ROBENSON JEAN-PIERRE AND JEAN METELUS,)	
ON BEHALF OF THEMSELVES AND ALL OTHERS)	Civil Action
SIMILARLY SITUATED,)	No. 18-11499-MLW
)	
Plaintiffs,)	
)	
vs.)	
)	
J&L CABLE TV SERVICES, INC.,)	
Defendant,)	

BEFORE THE HONORABLE MARK L. WOLF
UNITED STATES DISTRICT JUDGE

VIDEOCONFERENCE
MOTION HEARING

February 3, 2021

John J. Moakley United States Courthouse
One Courthouse Way
Boston, Massachusetts 02210

Kelly Mortellite, RMR, CRR
Official Court Reporter
One Courthouse Way, Room 3200
Boston, Massachusetts 02210
mortellite@gmail.com

1 APPEARANCES:

2 Counsel on behalf of Plaintiff:

Ori Edelstein

3 Michelle S. Lim

Schneider Wallace Cottrell Konecky Wotkyns LLP

4 2000 Powell Street

Suite 1400

5 Emeryville, CA 94608

415-421-7100

6 Sarah R. Schalman-Bergen

7 Lichten & Liss-Riordan, P.C.

Suite 2000

8 729 Boylston St.

Boston, MA 02116

9 617-994-5800

10 Stacy Savett

Shoshana Savett

11 Berger Montague PC

1818 Market Street

12 Suite 3600

Philadelphia, PA 19103

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14 Counsel on behalf of Defendant:

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1 MR. McKEE: Absolutely.

2 THE COURT: And would you state your full name,
3 please.

4 MR. McKEE: Bill McKee.

5 THE COURT: And where do you live?

6 MR. McKEE: I live in Florida now. I did live in
7 Meredith, New Hampshire.

8 THE COURT: When did you move to Florida?

9 MR. McKEE: Six weeks ago.

10 THE COURT: And do you understand that you've been
11 proposed as the lead plaintiff or named plaintiff for one of
12 the classes in this case?

13 MR. McKEE: Yes, for New Hampshire and Maine, yeah.

14 THE COURT: And what do you understand your role to
15 be?

16 MR. McKEE: I am -- my role is to I guess oversee
17 everybody that is under the lawsuit against J&L, obviously not
18 just myself but anybody working in New Hampshire and Maine.

19 THE COURT: And when and how did you first get
20 involved in this case?

21 MR. McKEE: Well, it's been a while now. I would say
22 probably about a year or so ago I guess is probably when this
23 all started. And Stacy had reached out to me after I had
24 gotten an email about the lawsuit and had requested more info
25 on it. And that is when I got to finally speak with Stacy.

1 MR. McKEE: Yes.

2 THE COURT: So you submitted that form, and then what
3 happened next with regard to this case?

4 MR. McKEE: That is when I believe it was Stacy that
5 reached out to me in the beginning of that process to talk to
6 me about how long I had worked there, if I had any issues.

7 THE COURT: All right. Did she talk to you about
8 becoming a lead plaintiff for a subclass of people who worked
9 or had worked in New Hampshire?

10 MR. McKEE: Yes, but not when we first spoke. That
11 was probably three or four times after we had spoken that she
12 had asked me if that was something I was interested in.

13 THE COURT: And what did she tell you would be
14 involved in that?

15 MR. McKEE: That I would be, you know, obviously the
16 head role for Maine and New Hampshire. I had some meetings
17 with some other lawyers over the phone, some paperwork I had to
18 sign. I had to go through a lot of older documents that I used
19 to have working for J&L to help with everything.

20 THE COURT: But what were you told your role would be
21 if you were lead plaintiff, if anything?

22 MR. McKEE: Well, I guess just to give as much
23 information as I could, accurate information on the case itself
24 pertaining to me and the guys that worked out of my office and
25 for Maine and, you know, obviously possibly having to come

1 before a judge and speak for the people on my side of things
2 for our class.

3 THE COURT: Was there any discussion of what you might
4 receive if you were lead plaintiff?

5 MR. McKEE: Not in forms of any like dollar amounts or
6 anything like that. Just that typically you get, I think it's
7 called an accommodation or something.

8 THE COURT: Like an incentive award or a service
9 award?

10 MR. McKEE: Yes, I guess so, yeah.

11 THE COURT: And was any amount discussed around the
12 time you decided to try to become the lead plaintiff?

13 MR. McKEE: No, absolutely not. I wasn't interested
14 in that.

15 THE COURT: What were your interests?

16 MR. McKEE: Well, it's a long story, but my last
17 couple of years with J&L were not the best years of being with
18 J&L, and they had owed me quite a bit of money when I left
19 there. So I was pretty surprised to see this come about and
20 find out that I was not the only one that was obviously having
21 issues.

22 THE COURT: And what do you understand the claims in
23 this case to be?

24 MR. McKEE: I believe that the main claim is that they
25 were not properly paying people for overtime pay or time worked

1 on the clock or time that should have been paid while you
2 should have been on the clock but you were not on the clock.

3 THE COURT: And did you have experience and knowledge
4 concerning such a claim yourself before you talked to the
5 lawyers?

6 MR. McKEE: Yes. I had a lot of issues with that
7 prior to this ever being a lawsuit. That was the reason that I
8 ended up leaving J&L.

9 THE COURT: That they weren't paying you for all of
10 your hours?

11 MR. McKEE: Yes.

12 THE COURT: And have you seen the complaint and the
13 amended complaint in this case?

14 MR. McKEE: I have. It's been some time, but yes, I
15 have.

16 THE COURT: Were you a named party to the original
17 complaint?

18 MR. McKEE: No, I don't believe so.

19 THE COURT: And so what lawyers and judges call the
20 second complaint is an amended complaint. Is it your
21 understanding you were added as a party in the second or
22 amended complaint?

23 MR. McKEE: Yes.

24 THE COURT: And did you read that complaint before it
25 was filed?

1 MR. McKEE: Yes, I believe Stacy sent it over to me.
2 I believe that's the one me and my wife went over, and then I
3 went over it with Stacy, along with another nice lady from the
4 same law firm. I can't remember her name.

5 THE COURT: Okay. Prior to this hearing have you
6 attended or participated in any other events in this case?

7 MR. McKEE: As far as court goes or just in general?

8 THE COURT: Well, did you participate in -- well,
9 here. What have you done in connection with this case since
10 you became proposed named plaintiff?

11 MR. McKEE: Well, I've probably spent on the phone
12 between some meetings about clock-in and clock-out times, some
13 pay structure stuff, I've probably spent between 15 to 20 hours
14 of conversations with Stacy alone.

15 I had to find quite a bit of stuff from when I worked
16 with J&L. I kept quite a few logs of jobs that I had done per
17 day and per week to find out exactly what I should have been
18 paid and what they had paid me so I could tell them what they
19 owed.

20 I spent a lot of the time looking through all the
21 records for that stuff from the last two years of being there
22 and, you know, obviously had to bring that back to Stacy and
23 talk to her about it.

24 THE COURT: And are you aware that there was a
25 mediation session with a mediator to try to reach an agreement

1 to settle this case?

2 MR. McKEE: Yes.

3 THE COURT: Did you attend or participate in that
4 mediation?

5 MR. McKEE: No, I don't believe so, no.

6 THE COURT: And did you participate in any meetings
7 with the mediator after that initial mediation?

8 MR. McKEE: I don't believe so. I did have a -- I did
9 have to be on a phone call with a couple of people at one
10 point, I believe with another law firm. But that was a while
11 ago so I can't -- I can't remember who was exactly on that call
12 about that. That also had to do with clock-in and clock-out
13 times.

14 THE COURT: Were you paid an hourly rate when you
15 worked for J&L?

16 MR. McKEE: Yes and no. I know, I know.

17 THE COURT: It's fine. Just explain.

18 MR. McKEE: So it was piecework, kind of. Each job
19 you did was a set amount of points. And let's say you made --
20 well, we'll say a dollar a point to keep things really simple.
21 So if you made a dollar a point, you did 100 points, it was 100
22 bucks. They would take that and they would divide it by how
23 many hours you did to break down your hourly pay. So if you
24 did 100 bucks, ten hours, ten bucks an hour.

25 THE COURT: And roughly what were you paid an hour?

1 MR. McKEE: It really all depended. I would say a
2 steady average was probably somewhere between 15 to 18 bucks an
3 hour.

4 THE COURT: Okay. And have you filed any declarations
5 or affidavits, that is, written statements under oath in
6 connection with this case?

7 MR. McKEE: No, I don't believe so.

8 THE COURT: At some point did you learn that there was
9 a proposed settlement of this case?

10 MR. McKEE: Yes. Once things had been I guess
11 completed between you guys and J&L, I had found out that they
12 had settled.

13 THE COURT: How did you find out?

14 MR. McKEE: Well, I spoke to my -- I spoke to Stacy
15 after everything was said and done, and it's also all over
16 online.

17 THE COURT: And that was after -- am I understanding
18 you right that your lawyer explained the settlement to you
19 after it was all agreed on or done?

20 MR. McKEE: The exact number, correct. I mean,
21 obviously I knew that they were trying to get them to settle,
22 and I didn't know for how much for or anything like that until
23 after everything was done.

24 THE COURT: So before everything was done, as you say,
25 were you asked for your opinion on the settlement?

1 MR. McKEE: As far as? You mean like do I believe
2 there should have been a settlement for the case?

3 THE COURT: No. When there was a proposed settlement,
4 before your lawyers agreed to it, were you asked for your
5 opinion on whether it should be regarded as acceptable?

6 MR. McKEE: No.

7 THE COURT: And at some point were you told that the
8 lawyers were going to ask the court, me, to award you \$10,000
9 as a service fee for your participation in this case?

10 MR. McKEE: Just yesterday.

11 THE COURT: And was that in connection with some
12 communication telling you that I wanted you to participate in
13 this hearing?

14 MR. McKEE: Yes. Prior to that, I knew that there
15 would be a hearing eventually; I just didn't know when.

16 THE COURT: And what is your understanding of the
17 terms of the settlement?

18 MR. McKEE: As far as why are they settling?

19 THE COURT: No. Essentially what are you settling
20 for? What are you and the members of the class getting, and
21 what are you giving up?

22 MR. McKEE: Well, it sounds like we're settling for a
23 specific amount of money, I believe it was per day worked, with
24 the company that has -- that amount has not been disclosed to
25 me, so that I can't say.

1 THE COURT: Do you know the total amount that J&L is
2 going to pay to settle the case if I approve the settlement?

3 MR. McKEE: I believe it was 1.8 million.

4 THE COURT: And do you know whether the members of the
5 New Hampshire class are going to be treated the same for
6 settlement purposes, basically depending on how many hours they
7 work, get the same amount of money as members of the other
8 classes?

9 MR. McKEE: Yes.

10 THE COURT: And what is your understanding of that?

11 MR. McKEE: That everybody who worked during that time
12 period will get a specific dollar amount for each day worked.

13 THE COURT: And is it your understanding that will be
14 computed at the same rate that the members of the Maine class
15 will get, or will the Maine class members get more per hour or
16 less per hour than the New Hampshire members?

17 MR. McKEE: I believe the same. I believe that's why
18 they did it by the days that you worked there, not by hours
19 spent.

20 THE COURT: Have you evaluated the settlement to see
21 whether it's a good deal for you and the other class members?

22 MR. McKEE: I believe that it is a good deal, yeah. I
23 believe that it is fair, yes.

24 THE COURT: Why is that?

25 MR. McKEE: Well, at the point of -- well, I guess if

1 you're part of the settlement and if you had --

2 THE COURT: I'm sorry, I can't hear you.

3 MR. McKEE: Is that better?

4 THE COURT: Yes.

5 MR. McKEE: Okay. As far as the settlement goes, I
6 mean, if you were with J&L or still are or have left, you left
7 typically with an issue about your pay, and you were not going
8 to ever get any form of relief from that. And so this coming
9 forward was a big deal for a lot of people.

10 I just got kind of brushed over about my issues there,
11 even though I had been there for a lengthy amount of time. So
12 it was a great thing in my mind and I'm assuming everybody that
13 had joined.

14 THE COURT: And putting aside the \$10,000 service
15 award that I'm going to be asked to make, but might or might
16 not make, do you have an understanding as how much money you
17 will receive as a result of this settlement?

18 MR. McKEE: I do not know.

19 THE COURT: Did you ask the lawyers that?

20 MR. McKEE: Just as far as -- the only thing that I
21 have been told as far as that goes is just that they have to
22 decide on a dollar amount per day that was worked and that is
23 how everybody will be paid out, but I don't know what that
24 dollar amount is.

25 THE COURT: Did you read -- did you get a copy of the

1 memorandum in support of the motion asking me to approve the
2 settlement that your lawyers filed?

3 MR. McKEE: No.

4 THE COURT: Okay. And therefore you didn't read it;
5 is that right?

6 MR. McKEE: Are we talking about this right now or in
7 the beginning of things?

8 THE COURT: No. It was filed on October 14, 2020.

9 MR. McKEE: No.

10 THE COURT: Okay. Do counsel want to ask Mr. McKee
11 any questions related to mine?

12 MR. EDELSTEIN: Just one.

13 THE COURT: Does one lawyer on behalf of the
14 plaintiffs want to ask Mr. McKee some questions? And if so,
15 please identify yourself for the court reporter.

16 MR. EDELSTEIN: Thank you, Your Honor. Ori Edelstein
17 for the plaintiffs. I think I just had one follow-up question
18 that maybe wasn't clear.

19 Mr. McKee, did you sign the settlement agreement on
20 behalf of the class?

21 MR. McKEE: Yes.

22 MR. EDELSTEIN: That's the only question, Your Honor.
23 He did approve the settlement and signed it on behalf of the
24 class members.

25 THE COURT: So how did you receive that document?

1 MR. McKEE: Through email.

2 THE COURT: And what did you do when you received it?

3 MR. McKEE: I believe that that was the original
4 document I had gone over with Stacy, and then I had talked
5 things over with my wife before signing and called Stacy back
6 and let her know that I would sign for it.

7 THE COURT: Is this the document before -- are you
8 talking about something you did before you agreed to become the
9 class representative?

10 MR. McKEE: Yes.

11 THE COURT: Do you remember whether -- when do you
12 recall having agreed to -- to talk to your wife and agree to
13 become a class representative?

14 MR. McKEE: Well, that was a while ago. I mean, it
15 had to be close to a year now. I'm awful with dates. I work
16 six days a week. So as far as dates go, all of my days are
17 just kind of mashed together.

18 THE COURT: But was that before October of 2020?

19 MR. McKEE: Yes.

20 THE COURT: All right. It was about a year ago?

21 MR. McKEE: Yes. I would say so, yeah.

22 THE COURT: And do you recall signing another document
23 on about October 13, 2020?

24 MR. McKEE: It's possible.

25 THE COURT: Do you remember?

1 MR. McKEE: I don't remember, no.

2 THE COURT: Okay. Let's see.

3 MR. EDELSTEIN: Your Honor, if I may, can I ask a
4 couple of follow-up questions just to clarify some points?

5 THE COURT: Based on what I just asked, yes.

6 MR. EDELSTEIN: Okay. Mr. McKee, do you remember
7 receiving any documents outlining the terms of the settlement?

8 MR. McKEE: How recent? You mean since they've agreed
9 on a settlement?

10 MR. EDELSTEIN: Correct. Well, before it was agreed
11 to in and around August of 2020.

12 MR. McKEE: Yes.

13 MR. EDELSTEIN: Okay. And did you approve those
14 terms?

15 MR. McKEE: Yeah. I haven't had any issues with
16 anything as far as this goes.

17 MR. EDELSTEIN: And were the terms of the settlement
18 reviewed -- did one of the attorneys review those terms with
19 you before you approved them?

20 MR. McKEE: Yes. I believe that's what Stacy had sent
21 over to me, and we were on the phone when I received that and
22 talked.

23 MR. EDELSTEIN: And do you also recall receiving the
24 actual settlement agreement, the long form settlement agreement
25 in about October?

1 MR. McKEE: I don't.

2 MR. EDELSTEIN: Okay.

3 MR. McKEE: I don't remember that.

4 MR. EDELSTEIN: Thank you. That's all I have.

5 THE COURT: All right. So Mr. Jean-Pierre, can you
6 hear me now? Go off of mute.

7 MR. JEAN-PIERRE: Hello. You hear me?

8 THE COURT: Yes, now I can hear you. Thank you very
9 much.

10 MR. JEAN-PIERRE: Okay.

11 THE COURT: Mr. Jean-Pierre, I'm going to ask you some
12 questions similar to the questions I just asked Mr. McKee. And
13 before I do that, I'm going to ask the deputy clerk to
14 administer the oath to you to tell the truth. So she should do
15 that.

16 (Jean-Pierre duly sworn.)

17 THE COURT: Would you please state your true full
18 name.

19 MR. JEAN-PIERRE: Robenson Jean-Pierre.

20 THE COURT: And Mr. Jean-Pierre, do you understand you
21 just took an oath to answer the questions I'm going to ask you
22 truthfully and any failure to do that could be a criminal
23 offense, a crime?

24 MR. JEAN-PIERRE: Yes.

25 THE COURT: Do you understand that?

1 MR. JEAN-PIERRE: Yes.

2 THE COURT: Okay. Do you understand that you're
3 proposed to be one of the lead plaintiffs or named plaintiffs
4 in this class action?

5 MR. JEAN-PIERRE: Yes.

6 THE COURT: And what do you understand your role as a
7 lead plaintiff to be?

8 MR. JEAN-PIERRE: When I was complaining about the
9 hours I was working for (inaudible) --

10 THE COURT: Could you -- you have, I'll say, a lovely
11 accent, but it's a little hard to understand on Zoom. I need
12 to understand it, and the court reporter needs to be able to
13 accurately write down what you're saying. So could you start
14 again. If it's possible to speak a little more loudly, that
15 might help. But what do you understand your role as a lead
16 plaintiff to be?

17 MR. JEAN-PIERRE: I was working for the J&L, because
18 when I was work before and I didn't get paid for
19 it (inaudible) --

20 THE COURT: Try to go slowly and speak as clearly as
21 possible. I heard you say that when you were working you were
22 having trouble getting paid. Is that right?

23 MR. JEAN-PIERRE: Yes.

24 THE COURT: And then what did you say next?

25 MR. JEAN-PIERRE: Next one, when I was working, the

1 after that, a couple of guys come on after that.

2 THE COURT: Where were you working for J&L when you
3 weren't paid overtime, in Florida?

4 MR. JEAN-PIERRE: Florida, West Palm Beach and Boca
5 Raton.

6 THE COURT: All right. Did you have any discussion
7 with Stacy or any other lawyers about what you would get for
8 participating in this case?

9 MR. JEAN-PIERRE: No, no.

10 THE COURT: And what have you done in connection with
11 this case?

12 MR. JEAN-PIERRE: What to be done?

13 THE COURT: What did you do? Let me ask you this.
14 When did you have this conversation with Stacy, approximately?

15 MR. JEAN-PIERRE: About two years ago, about two years
16 ago.

17 THE COURT: Okay.

18 MR. JEAN-PIERRE: I don't remember exactly the date.

19 THE COURT: And what have you done concerning this
20 case since that discussion?

21 MR. JEAN-PIERRE: Yeah. After I finish the
22 complaining for the case, after that, I keep talking to Stacy
23 sometimes to know what's going on about the case.

24 THE COURT: Where were you born?

25 MR. JEAN-PIERRE: I born in Haiti.

1 THE COURT: That's where you got that nice accent.

2 MR. JEAN-PIERRE: Yeah, that's a French accent.

3 THE COURT: And how far did you go in school?

4 MR. JEAN-PIERRE: I just finish my high school in
5 Haiti, and I come here, and I take a couple of classes here.

6 THE COURT: Okay. And was your education in English
7 or in French?

8 MR. JEAN-PIERRE: French.

9 THE COURT: And so did you provide documents and
10 information to Stacy or the other lawyers?

11 MR. JEAN-PIERRE: No.

12 THE COURT: Did you sign any documents in connection
13 with this case as far as you recall?

14 MR. JEAN-PIERRE: No (inaudible).

15 THE COURT: You didn't sign any documents?

16 MR. JEAN-PIERRE: No.

17 THE COURT: Did you participate in the mediation, that
18 is the discussions between your lawyers and the lawyers for J&L
19 and a neutral person in an attempt to agree to a settlement of
20 the case?

21 MR. JEAN-PIERRE: No.

22 THE COURT: Were you -- has anybody explained to you
23 the terms of the settlement of this case?

24 MR. JEAN-PIERRE: Yeah, I think Stacy.

25 THE COURT: And what do you understand the settlement

1 provides to you and to other J&L workers?

2 MR. JEAN-PIERRE: All I know is that Stacy tell me the
3 case will be settled for \$1.6 million.

4 THE COURT: For how much?

5 MR. JEAN-PIERRE: 1.8 million.

6 THE COURT: Were you told about approximately how much
7 you would get?

8 MR. JEAN-PIERRE: No, not really.

9 THE COURT: Were you told that the lawyers were going
10 to ask me to give you an additional \$10,000 for your
11 participation in this case?

12 MR. JEAN-PIERRE: Yes, I know that.

13 THE COURT: Are you able to estimate how many hours
14 you spent on this case?

15 MR. JEAN-PIERRE: How many hours I spent?

16 THE COURT: Yes.

17 MR. JEAN-PIERRE: Sometime working 12 hours, sometimes
18 just 13 hours. It depends which hour you are --

19 THE COURT: No. I meant, how much time did you spend
20 speaking with Stacy and other lawyers?

21 MR. JEAN-PIERRE: Sometimes with Stacy just over the
22 phone, sometimes 20 minutes, 15 minutes to just go over.
23 Sometimes if it's something I don't understand, I keep -- it's
24 30 minutes.

25 THE COURT: Did you ever give any directions to Stacy

1 or the other lawyers?

2 MR. JEAN-PIERRE: No.

3 THE COURT: Did you ever read the original complaint
4 that started this case and made charges against J&L or the
5 second complaint?

6 MR. JEAN-PIERRE: Yeah.

7 THE COURT: Did you read it before or after it was
8 filed in court?

9 MR. JEAN-PIERRE: Before, when they send it to me.

10 THE COURT: Before it was filed?

11 MR. JEAN-PIERRE: Before file.

12 THE COURT: And did you say anything to Stacy or the
13 other lawyers about it?

14 MR. JEAN-PIERRE: No.

15 THE COURT: No? I'm sorry. You say you did not say
16 anything to Stacy or the other lawyers about it?

17 MR. JEAN-PIERRE: Only Stacy I talk about it with.

18 THE COURT: Okay. And did you make any comment about
19 the complaint or amended complaint or ask her to change it in
20 some way?

21 MR. JEAN-PIERRE: No, I didn't (inaudible).

22 THE COURT: Do you think the settlement, as you
23 understand it, is a good deal for you and for others who worked
24 for J&L?

25 MR. JEAN-PIERRE: Judge, I'm telling you whatever I

1 get from J&L, I'll be happy. Because I'm working so hard, so
2 many pressure. I got so many pressure. Also, I'm working so
3 hard to get money, working for my money to take care of my
4 kids. I didn't get it the way I was supposed to get it.
5 Whatever I get, I'm happy for it (inaudible).

6 THE COURT: All right. Did you feel like you took any
7 risks when you sued J&L?

8 MR. JEAN-PIERRE: What you say?

9 THE COURT: Did you feel like you were taking any risk
10 when you sued J&L?

11 MR. JEAN-PIERRE: No.

12 THE COURT: Would counsel like to ask Mr. Jean-Pierre
13 any questions?

14 MR. EDELSTEIN: Yes, Your Honor. Ori Edelstein for
15 the plaintiffs. Mr. Jean-Pierre, you signed a retainer
16 agreement with the attorneys representing you, correct?

17 MR. JEAN-PIERRE: What you say?

18 MR. EDELSTEIN: Did you sign a retainer agreement to
19 hire the attorneys?

20 MR. JEAN-PIERRE: Yeah, when I went up in the company.

21 MR. EDELSTEIN: And when you reviewed the complaint,
22 did you approve its filing?

23 MR. JEAN-PIERRE: Yes.

24 THE COURT: And then you were given -- informed about
25 the terms of the settlement in about August of 2020, correct?

1 MR. JEAN-PIERRE: Yeah, I think so.

2 MR. EDELSTEIN: And were you provided a copy of the
3 settlement agreement in October of 2020 to sign?

4 MR. JEAN-PIERRE: Just do by an email, the paper in my
5 email --

6 THE COURT: You're going to have to slow down. I
7 can't understand it.

8 MR. JEAN-PIERRE: By the email.

9 MR. EDELSTEIN: You were emailed a copy of the
10 settlement agreement to review?

11 MR. JEAN-PIERRE: Stacy just sent it to me and said
12 just read it. After that, she tell me to sign it, I sign it.

13 THE COURT: I'm sorry. Did you read it before you
14 signed it?

15 MR. JEAN-PIERRE: Yeah, I read it.

16 MR. EDELSTEIN: Then you signed the settlement
17 agreement?

18 MR. JEAN-PIERRE: Yes, sir.

19 MR. EDELSTEIN: I have nothing else, Your Honor.

20 THE COURT: All right. Mr. Jean-Pierre, thank you
21 very much. So let's go to Mr. Metelus.

22 MR. JEAN-PIERRE: Thank you.

23 THE COURT: Mr. Metelus, would you please raise your
24 right hand and be sworn.

25 COURTROOM CLERK: Your Honor, he does not appear to be

1 get paid enough of what I had due, I call Mrs. Stacy, and I
2 explain to her what's going on. And she told me, Well, we can
3 help you out if you provide for us all of the paperwork we
4 need, and we should be able to help you out. And if you know
5 somebody who has the same issue, we can help them out, too.

6 THE COURT: How did you know to call the lawyer Stacy?

7 MR. METELUS: Because when I left J&L and I spoke with
8 a friend of mine in another company, he said, Oh, yeah, we know
9 somebody help people when they don't get paid for the overtime
10 for what we due. They help us out to recover the money. And I
11 said, Who? And he said, Her name is Stacy. And I said, Give
12 me the number. And when he give the number, I call Mrs. Stacy,
13 and this is how we started.

14 THE COURT: Okay. And so what do you understand your
15 role in this case is and your responsibilities, if any.

16 MR. METELUS: Well, for myself, I feel like I was not
17 getting paid enough, and I was working long hours every day,
18 six days a week. And after I (inaudible) in the case, and I
19 contact some of my friends. I know they don't get paid for the
20 overtime. And I said, Hey, let's start it, and let's see what
21 we can do because we need to get paid for whatever we do.

22 And I asked Stacy, and Stacy called me a couple of
23 times. And we spoke, and she want the paperwork, whatever we
24 do, whatever we can provide, and she got it from us. And I get
25 to the case and I try help other people and I help myself.

1 THE COURT: Okay. And what do you understand -- do
2 you know that you've been proposed to be what's called a lead
3 plaintiff or a named plaintiff in this case?

4 MR. METELUS: Yes.

5 THE COURT: What do you understand to be the
6 responsibilities of a lead plaintiff?

7 MR. METELUS: Well, my responsibility is to collect
8 information and to talk with other people involved and to let
9 them know what we can expect on the case and what we need to
10 provide. And whatever the lawyer need, we have to make sure we
11 provide whatever we can. That way they will be able to work in
12 that case to help us out to recover the money. So I always
13 talk with my friends and let them know what's going on.

14 THE COURT: So you said you talked to your friends.
15 Are those friends in Florida?

16 MR. METELUS: Yeah, in Florida, in Florida.

17 THE COURT: Are all of your friends in Florida?

18 MR. METELUS: Yes.

19 THE COURT: Have any of them worked in Maine,
20 Massachusetts, New Hampshire or Pennsylvania for J&L?

21 MR. METELUS: Not that I know of. We call but, you
22 know, I know I spoke with those guys in Florida, and I don't
23 remember the (inaudible.) We always over about -- almost three
24 years.

25 THE COURT: And what did you do in connection with

1 this case?

2 MR. METELUS: Well, in connection with the case, like
3 I said, I spoke with my lawyer, and I spoke with my people to
4 get whatever the information they need, we have to provide them
5 and to make sure everything in the process is going smoothly
6 with all the information we have.

7 THE COURT: Did you ever read the complaint or the
8 second complaint bringing charges against J&L in this case?

9 MR. METELUS: Hello?

10 THE COURT: Did you ever read the complaint or the
11 second complaint that brought charges against J&L in this case?

12 MR. METELUS: I don't recall that, but I know the case
13 and Mrs. Stacy always send me an email. And for information
14 you ask me now, I don't recall that. But I know everything
15 they're going to do about the case. They send us an email.

16 THE COURT: Did you know that there was a session
17 where the lawyers went before a mediator, a neutral person, to
18 try to settle the case?

19 MR. METELUS: Yes.

20 THE COURT: Did you attend any mediation sessions with
21 them?

22 MR. METELUS: No. I know Mrs. Stacy told us about it,
23 but we never -- I never get involved in that.

24 THE COURT: And were you told at some point that the
25 lawyers had agreed to a settlement with J&L?

1 MR. METELUS: Yes.

2 THE COURT: What were you told?

3 MR. METELUS: I've been told they get into a
4 settlement with the case, and I believe before the judge, and
5 we have the -- they send to us how the process is going to go,
6 and we said go ahead with the settlement.

7 THE COURT: Okay. What do you understand the terms of
8 the settlement are? What is the settlement of you and others?

9 MR. METELUS: Well, after the settlement would be
10 focussed about the salary pay and overtime. And because when
11 we send to them about how we getting paid, we never can figure
12 out how we get paid, because whatever the production we do,
13 they do the calculation to pay us, so we never can figure out
14 how they pay us.

15 THE COURT: Okay. But if I approve the settlement,
16 what do you understand you will get?

17 MR. METELUS: I believe they're going to figure out
18 how many hours I was working over there and how many production
19 I made. And what I get paid for and what I did not get paid
20 for, that's what they try to get to pay me.

21 THE COURT: All right. Has anybody told you that the
22 lawyers are going to ask me to give you an additional \$10,000
23 for participating in this case?

24 MR. METELUS: Well, they explain to me I might have
25 what they call a service fee, like reward to lead the case, but

1 they never discuss the certain amount with me.

2 THE COURT: And when did they tell you that? Was it
3 before you filed the suit or later?

4 MR. METELUS: Honestly, Judge, I'm not recall that,
5 but I know she discussed that with me.

6 THE COURT: All right. Would counsel like to ask any
7 further questions of Mr. Metelus?

8 MR. EDELSTEIN: None from plaintiff, Your Honor.

9 THE COURT: Okay. And then we'll go to
10 Mr. Fauntleroy. Mr. Fauntleroy, will you raise your right hand
11 and be sworn, please.

12 (Michael Fauntleroy duly sworn.)

13 THE COURT: Mr. Fauntleroy, do you understand that
14 you've just taken an oath to answer the questions I'm going to
15 ask you truthfully and any intentionally false statement that
16 you make would be a crime?

17 MR. FAUNTLEROY: Yes.

18 THE COURT: Okay. How old are you?

19 MR. FAUNTLEROY: 47.

20 THE COURT: Where were you born?

21 MR. FAUNTLEROY: Brooklyn, New York.

22 THE COURT: How far did you go in school?

23 MR. FAUNTLEROY: College.

24 THE COURT: And how did you first get involved in this
25 case?

1 we're going to (inaudible) unpaid wages and hours that you may
2 have worked and unpaid work that you may have done.

3 THE COURT: So who sent you the email?

4 MR. FAUNTLEROY: I believe it was Stacy.

5 THE COURT: And what did you do after you got the
6 email?

7 MR. FAUNTLEROY: I contacted her directly and spoke to
8 her about the case.

9 THE COURT: And what did you say to her and what did
10 she say to you about the case and particularly about what your
11 role might be in the case?

12 MR. FAUNTLEROY: She asked me specifically about how
13 did I get paid.

14 THE COURT: I see. Did she ask you if you were
15 willing to be a plaintiff, one of the people who --

16 MR. FAUNTLEROY: Paid correctly.

17 THE COURT: I'm sorry. Say that again.

18 MR. FAUNTLEROY: Yes, she did.

19 THE COURT: She asked you if you were willing to be a
20 plaintiff, a person --

21 MR. FAUNTLEROY: Yes.

22 THE COURT: And was there any discussion about whether
23 you would be suing on your own behalf or whether you would be
24 suing on behalf of other people, too?

25 MR. FAUNTLEROY: At first it was just only me. Then

1 it became into me representing others as well, being the head
2 person.

3 THE COURT: And what did you understand your
4 responsibilities would be if you agreed to sue on behalf of
5 others, to be the head person?

6 MR. FAUNTLEROY: To provide information as far as how
7 we got paid, when we got paid, details as far as how the
8 billing works, what can you bill for, how can you bill certain
9 terms. Everything was ala carte. So if I bill for this, I had
10 to break it down how I bill and different information how the
11 billing system worked as far as the best of my knowledge.

12 THE COURT: And what have you done -- so when did
13 you -- approximately when did you have that discussion with
14 Stacy?

15 MR. FAUNTLEROY: Roughly about, give or take, maybe a
16 year maybe.

17 THE COURT: Okay. And was there any discussion a year
18 ago in that first conversation or later about whether you would
19 get anything in addition to compensation for the hours you
20 weren't paid for if you participated in this lawsuit as a
21 representative of others?

22 MR. FAUNTLEROY: Yes, of course. She basically
23 explained to me, Well, we are suing on your behalf of unpaid
24 wages, jobs that I completed and I didn't get paid for, jobs
25 that I did do, I did complete and they didn't pay me for

1 because they said Comcast didn't pay them and also in regards
2 to Comcast lowered their pay of three percent. And they took
3 it out of my paycheck and every other member that worked there
4 as well, including all the employees, three percent off of our
5 billing. And that's what I was looking forward to as well.

6 THE COURT: Okay. In your discussion with Stacy a
7 year ago or ever since, were you told that the lawyers would
8 ask me to give you what's called a service award?

9 MR. FAUNTLEROY: No.

10 THE COURT: And did you read the complaint or the
11 second complaint before they were filed -- well, did you read
12 the second complaint before it was filed?

13 MR. FAUNTLEROY: Yes, I did.

14 THE COURT: Okay. And did you have any comments on it
15 for Stacy?

16 MR. FAUNTLEROY: No. Kind of, pretty much it was full
17 detail-oriented. So there wasn't really no questions that was
18 involved that I needed to ask.

19 THE COURT: Okay. Did you participate in the
20 mediation, the effort to settle this case between the lawyers?

21 MR. FAUNTLEROY: I believe I did. Yes, I believe,
22 because I spoke to her and a couple of other people on the
23 phone. We had a conference call for about a half an hour
24 maybe, if not longer.

25 THE COURT: Were the lawyers for J&L on that call?

1 MR. FAUNTLEROY: May have been. I don't recall, but
2 they may have been on there.

3 THE COURT: Was there a neutral person on that call?

4 MR. FAUNTLEROY: There was about maybe like five or
5 six different people I believe as far as, when we had a
6 conversation, they asked me a couple of questions.

7 THE COURT: Did a time come when you were told that
8 the lawyers had agreed to a settlement of this case?

9 MR. FAUNTLEROY: Yes.

10 THE COURT: When was that?

11 MR. FAUNTLEROY: I believe the end of last year.

12 THE COURT: And what were you told, more specifically?

13 MR. FAUNTLEROY: So when she called me, she said that
14 they came to agreement with the settlement, and they reached an
15 amount of money of 1.8 million to distribute among the class
16 action, the clients basically.

17 THE COURT: Okay. Were you asked for your opinion on
18 that?

19 MR. FAUNTLEROY: No.

20 THE COURT: Did you sign any documents relating to the
21 settlement?

22 MR. FAUNTLEROY: Yes, I have.

23 THE COURT: What did you sign?

24 MR. FAUNTLEROY: Acknowledgment of how much money
25 was -- how much it was settled for, and did I agree with it,

1 and I agreed.

2 THE COURT: Why did you agree?

3 MR. FAUNTLEROY: To be honest with you, something is
4 better than nothing. And all the mental anguish I went through
5 as far as money being taken out of my check, me not getting
6 paid for certain jobs, me working six days a week for months on
7 end, no days off, then when it gets slow, I'm only getting a
8 \$200 check, and I worked five days or six days or whatever it
9 was and getting sent home early. So I was happy as far as that
10 goes, but everything else --

11 THE COURT: All right. Do counsel have any -- let me
12 ask you this. Have you seen the memorandum, the brief,
13 document that the lawyers gave me asking me to approve the
14 settlement?

15 MR. FAUNTLEROY: Yes, I have.

16 THE COURT: Did you see it before or after it was
17 filed?

18 MR. FAUNTLEROY: After.

19 THE COURT: Okay. All right. Would counsel like to
20 ask Mr. Fauntleroy any questions?

21 MR. EDELSTEIN: Yes, Your Honor. Thank you.

22 Mr. Fauntleroy, did you receive a notice of the
23 collective action in about November --

24 MR. FAUNTLEROY: Yes, I did.

25 MR. EDELSTEIN: And did you elect to participate in

1 that case by filling out the opt-in form and submitting it?

2 MR. FAUNTLEROY: Yes.

3 MR. EDELSTEIN: And that was before you were contacted
4 by Stacy; is that correct?

5 MR. FAUNTLEROY: Yes.

6 MR. EDELSTEIN: And then when you received -- were
7 informed of the settlement, did you have any objections to the
8 settlement amount?

9 MR. FAUNTLEROY: No.

10 MR. EDELSTEIN: And you approved the settlement,
11 correct?

12 MR. FAUNTLEROY: Yes, I did.

13 MR. EDELSTEIN: And you didn't have any objections
14 to --

15 MR. FAUNTLEROY: No.

16 MR. EDELSTEIN: Thank you. I think that's all I have,
17 Your Honor.

18 THE COURT: All right. Well, I'm going to be
19 interested in some discussion about the suitability of the
20 defendants. Is the FLSA collective a nationwide class?

21 MR. EDELSTEIN: Yes, Your Honor.

22 THE COURT: And how many potential class members were
23 there?

24 MR. EDELSTEIN: For the collective?

25 THE COURT: Yeah.

1 CERTIFICATE OF OFFICIAL REPORTER

2

3 I, Kelly Mortellite, Registered Merit Reporter

4 and Certified Realtime Reporter, in and for the United States

5 District Court for the District of Massachusetts, do hereby

6 certify that the foregoing transcript is a true and correct

7 transcript of the stenographically reported proceedings held in

8 the above-entitled matter to the best of my skill and ability.

9 Dated this 8th day of February, 2021.

10

11 /s/ Kelly Mortellite

12 _____

13 Kelly Mortellite, RMR, CRR

14 Official Court Reporter

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