

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JESSE ANDREWS,)
on behalf of himself and all other)
plaintiffs similarly)
situated)
 Plaintiff,)
 v.)
ROCKFORD PROCESS CONTROL, INC.)
 Defendant.)

Case No.: 3:17-cv-50171

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (hereinafter, the “Settlement Agreement” or the “Agreement”) is made and entered into this 25th day of September, 2017 by and between Plaintiff Jesse Andrews on behalf of himself and all other plaintiffs similarly situated, on the one hand, and Defendants Rockford Process Control, Inc. (“Defendants”), on the other hand.

WHEREAS, The Fish Law Firm P.C. are “Class Counsel” representing the Settlement Class. Defendant is represented by Reno & Zahm LLP.

WHEREAS, on June 08, 2017, Class Counsel filed this action in the United States District Court for the Northern District of Illinois against Defendant on behalf of Plaintiff and others similarly situated who were non-exempt employees who worked overtime and were alleged to have not been fully compensated and whose names appear on Exhibit A. (the “Class Members”). The Complaint alleged, *inter alia*, violations of the Fair Labor Standards Act (FLSA), and the Illinois Minimum Wage Law (IMWL) based on Defendant’s alleged failure to pay a proper overtime rate. Plaintiff alleged that because Defendants failed to properly pay employees one and one-half times their normal rate for hours worked over forty in a work week, Plaintiff and others similarly situated were improperly paid and Defendant violated the FLSA and IMWL.

EXHIBIT 2

WHEREAS, in light of further investigation conducted to date, the time and expense associated with future discovery, and the challenges and risks associated with a trial of this matter, the Parties elected to engage in settlement discussions.

WHEREAS, it is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims on behalf of the Class Members regarding the miscalculation of the regular rate of pay under the FLSA and IMWL.

WHEREAS, it is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release of claims against Defendant pursuant to the terms described herein.

WHEREAS, the Parties reached an equitable settlement after arm's-length negotiations. The Parties and their Attorneys believe that this Settlement Agreement provides a fair and reasonable resolution for the Parties.

WHEREAS, it is the intention of the Parties that this Agreement shall be binding on: (1) the Plaintiffs and the Class they represent, including all members under the FLSA and IMWL; (2) Defendants and their present and former parent companies, subsidiaries, affiliated entities, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, subject to the terms and conditions hereof and the approval of the Court.

WHEREAS, Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in Plaintiffs' complaint. Specifically, Defendant denies that their pay practices failed to comply with the FLSA, the IMWL, or any other federal or state law.

WHEREAS, Defendant and its counsel also wish to avoid the expense, burden, diversion and risk of protracted litigation and wish to resolve this matter.

WHEREAS, Defendant represents and warrants that the payroll data and computations that they have made and which are relied upon for the computations in this Agreement are accurate and reflect all outstanding overtime allegedly owed.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual promises hereinafter set forth, the Parties agree as follows:

GENERAL TERMS

In settlement of the Class Action Litigation, Defendant Shall Pay to the Class as follows: Each Class Member will be paid one-hundred percent of the value of the alleged overtime pay deficiency during a three-year statute of limitations period and an equal amount pursuant to the FLSA, and 2% monthly interest pursuant to the IMWL. Each member will be paid an amount determined by the number of actual overtime hours worked by that member. The amount to each member is described in Exhibit A. If a Class Member opts out of the Class, he will not be entitled to payment and the amount will revert to Defendant.

SETTLEMENT APPROVAL PROCEDURE

This Agreement will become final and effective only upon the occurrence of all of the following events: (a) the Agreement is executed by Class Counsel, the Plaintiff, and Defendant; (b) the Court preliminarily approves the material terms of the Settlement as set forth in this Agreement and enters, without material change, the proposed Order of Preliminary Approval attached as Exhibit C; (c) the Class Notices are sent to the Class Members; (d) Class Members are afforded the opportunity to exclude themselves from the Settlement by submission of a Request for Exclusion or to file written objections; and (e) the Court holds the Fairness Hearing, approves the Settlement, and enters Final Judgment, dismissing this case with prejudice.

DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL

As soon as is practicable and without undue delay, the Parties shall submit this Settlement Agreement to the Court, seeking preliminary approval of the Settlement Agreement. Promptly

upon execution of this Settlement Agreement by all Parties, the Parties shall apply to the Court for the entry of an order substantially in the following form:

- a. Preliminarily approving the Settlement Agreement, subject only to the objections of Class Members, modification of the Settlement Agreement if agreed to by both parties, and final review by the Court;
- b. Approving as to form and content the Class Notices;
- c. Directing the mailing of the Class Notices by first class mail to Class Members who are former employees by Class Counsel and by the Defendant personally giving a copy of the Class Notice to its current employees and by the posting of notice in the breakroom;
- d. Scheduling a final hearing on the question of whether the proposed settlement should be finally approved as fair and reasonable;
- e. Enjoining Class Members from filing or prosecuting any claims, suits or administrative proceedings regarding claims released by the Settlement;
- f. Class Counsel will prepare and file the motion for preliminary approval. The Parties will cooperate and endeavor to file the motion as unopposed. Defendants will not oppose the motion except to the extent it does not comport with this Agreement.
- g. The parties shall cooperate to effectuate the intent of this Agreement.

NOTICES PROCEDURE

No later than fourteen (14) calendar days following the Preliminary Approval Date, Class Counsel shall send to each former employee Class Member (i.e., those who no longer work for the Defendant) the Class Notice via first class U.S. mail postage prepaid to each Class Member's last known physical address and via e-mail to each Class Member's last known e-mail address, as reflected in Defendant's records. Defendant shall provide this information to Class Counsel. As to current employees, the Defendant shall personally provide them with the Class Notice within the same time period and notice shall be posted in the Defendant's breakroom.

Each Class Member's payment shall be based on one-hundred percent of the value of the alleged overtime underpayments for overtime worked during a three-year statute of limitations

period and an additional amount in statutory liquidated damages and interest as allowed under the IMWL through August 31, 2017.

For settlement purposes only, the Parties have assumed that the hours worked by each Class Member are records that Defendants accurately maintained and that Defendants' calculations (as approved by Class Counsel), accurately reflect the amounts owed to each Class Member based on Defendants' data, under the terms of the Settlement Agreement. Prior to final approval, if it turns out that the payroll records were not accurate, or that a Class Member was underpaid, the Defendant shall make an adjustment to pay that Class Member.

Only Class Members may object to the Settlement Agreement. To object to the Agreement, such person must send a written objection to Class Counsel, with copies to Defendant's counsel, no later than the Claim Deadline. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection.

For a Class Member to exclude himself or herself from the Settlement, he or she must write and submit a Request for Exclusion in the form of a letter that states: "I request to be excluded from the settlement in *Andrews v. Rockford Process Control* (Case No. 3:17-cv-50171) (U.S. District Court for the Northern District of Illinois)." The Class member seeking exclusion must also include his or her full name, address, and telephone number, and he or she must personally sign the letter. All Requests for Exclusion must be submitted by the Opt-Out Deadline established by the Court. The date of submission is deemed to be the earlier of: (a) the date the form is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; or (b) the date the form is received by Class Counsel. Any Class Member excluded shall not: (i) be bound by any orders or judgments entered in this Class Action Litigation; (ii) be entitled to benefits or relief under this Settlement Agreement; (iii) gain any rights by virtue of this Settlement Agreement; or (iv) be entitled to object to the Settlement or appeal from any order of the Court. Upon receipt of a Request for Exclusion, Class Counsel shall promptly notify and send a copy of the Request for Exclusion to counsel for Defendant. If a fully completed and properly executed Request for Exclusion is not timely received by Class Counsel, then such person will be deemed to have forever waived his or her right to opt out of the Settlement Class.

No later than seven (7) calendar days in advance of the Final Approval Hearing, or by such other date as the Court may direct: (1) Class Counsel shall file and serve a motion for final approval

of the Settlement; and (2) the Parties shall file a proposed order granting final approval of the Settlement, along with a proposed judgment that conforms with Fed. R. Civ. P. 58.

No later than 14 calendar days following the entry of the Final Judgment in the District Court, Defendant shall mail to each of its former employees at their last known address the settlement payment and shall include the settlement payment on the next paycheck for its current employees. Within 7 days thereafter, the Defendant shall provide a sworn statement by an officer that it distributed and made all payments. As to any returned checks, the Defendant shall notice Class Counsel as to each such returned check and shall send the payment the Illinois Treasurer, Unclaimed Property Division fund unless the address of the former employee is determined.

If any Settlement Payment is not cashed within 180 days after final approval of the Settlement Agreement, Defendant will send replacement checks to the Illinois Treasurer, Unclaimed Property Division so that the payments are held by the Illinois Treasurer in the name of the individual Plaintiff, Collective or Class Member. Defendant shall provide Class Counsel with proof of such actions by no later than 200 days after final approval of the Settlement Agreement.

Defendant shall be responsible for deducting and withholding the employee's share of all required income, payroll and other taxes, and for deducting, withholding and remitting all necessary taxes and withholdings to the appropriate governmental agencies.

ATTORNEYS' FEES AND EXPENSES

In addition to paying the Class members as identified above, the Defendant also shall pay reasonable attorneys' fees, litigation expenses, and costs to Class Counsel for their representation of the Plaintiff and the Class Members. If the parties are unable to agree on a reasonable fee award, Class Counsel will move the Court for an award of attorneys' fees, litigation expenses, and costs. Said amount shall be in addition to, not subtracted from, Settlement Payments to Collective and Class Members described herein. Defendant shall pay to Class Counsel the attorneys' fees, litigation expenses, and costs that are awarded by the Court on terms and conditions determined by the Court. Class Counsel shall move for such an award at the time of the final approval hearing or within 30 days thereafter.

Plaintiff and Class Counsel understand and agree that any fee payments made under this Agreement will be the full, final, and complete payment of all attorneys' fees and costs arising

from or relating to the representation of the Plaintiffs and Class Members or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of this Litigation; provided, however, that if it becomes necessary to enforce the terms of the settlement or to collect upon it, then Class Counsel shall be entitled to their reasonable attorney fees and costs incurred in doing so. So long as the Defendants timely make all payments as required herein, then Class Counsel shall be entitled to no future fees other than those set forth herein. Furthermore, if any Class Member appeals the settlement, then Class Counsel shall be entitled to its reasonable additional attorney fees incurred in defending the settlement.

RELEASE BY THE SETTLEMENT CLASS

Upon Final Approval, all Class Members who do not timely return a Request for Exclusion, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed to release and forever discharge all claims specifically raised in the litigation for the payment of overtime under the FLSA and IMWL during the Class Period that specifically relate to the failure to count \$1.25 towards the regular rate of pay ("Released Wage Claims"). Class Members may hereafter discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Released Wage Claims. However, on Final Approval (and to the extent provided for in this paragraph), Class Members shall be deemed to have, and by operation of the Final Judgment fully, finally, and forever settled and released any and all of the Released Wage Claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity now existing or coming into existence in the future, including, but not limited to, conduct that is negligent, intentional, willful, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts which are released by this Agreement.

The releases herein do not release any rights relating to the enforcement of this Agreement.

NO ADMISSION OF LIABILITY

This Agreement shall not in any way be construed as an admission by Defendant that it has acted wrongfully with respect to Plaintiff or Class Members collectively or individually or to any

other person, or that those individuals have any rights whatsoever against Defendant, and Defendant specifically disclaim any liability to or wrongful acts against the Plaintiff and Class Members or any other person, on the part of Defendant, and their respective predecessors, successors and assigns, current and former direct and indirect parents, affiliates, subsidiaries, divisions, and related business entities, and its and their current and former officers, directors, shareholders, employees, agents, and representatives. This Agreement shall not serve or be construed as evidence that any party has prevailed or that Defendant or the Released Parties have engaged in any wrongdoing.

This Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce its terms.

DUTIES OF THE PARTIES RELATED TO FINAL COURT APPROVAL

No later than seven (7) calendar days prior to the date of the Final Approval Hearing, or by such other date as the Court may direct, the Parties shall submit a proposed Final Judgment:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
- b. Approving the Settlement Payments;
- c. Approving Class Counsel's application for an award of reasonable attorneys' fees and costs, if the parties agree to a reasonable attorney's fee award;
- d. Dismissing this Lawsuit with prejudice and permanently barring and enjoining all Settlement Class Members from filing or prosecuting against Released Parties, any individual or class or collective claims released herein pursuant to this Agreement, upon satisfaction of all payments and obligations hereunder.
- e. Class Counsel will prepare and file the motion for final approval. The Parties will cooperate and endeavor to file the motion as unopposed. Defendants will not oppose the motion, except to the extent it does not comport with this Agreement.

PARTIES' AUTHORITY: The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to its terms and conditions.

MUTUAL FULL COOPERATION: The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein. As soon as practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Settlement.

Should the Court not approve the Agreement, or should the Court not approve and enter the Preliminary Approval Order (or in a form without any changes by the Court that either of the Parties deems material), the terms of this Agreement will be null and void, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this settlement is never approved by the Court, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Litigation or the settlement of the Litigation will be inadmissible.

FAIR, ADEQUATE, AND REASONABLE SETTLEMENT: The Parties agree that the Settlement Agreement is fair, adequate, and reasonable, and will so represent to the Court.

VOIDING THE AGREEMENT: If this Settlement Agreement is not ultimately approved by the Court, the Settlement shall be deemed null and void, of no force and effect, of no probative value, and the Parties hereto represent, warrant, and covenant that it will not be used or referred to for any impermissible purpose.

ENFORCEMENT ACTIONS: The Parties and Class members shall be entitled to all reasonable attorney fees and costs in any action to enforce this agreement.

CONSTRUCTION: The Parties agree that the terms and conditions of this Settlement are the result of, intensive arms-length negotiations between the Parties, and that the Settlement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his/her or its counsel participated in the drafting of this Settlement.

CAPTIONS AND INTERPRETATIONS: Paragraph titles or captions contained in this Settlement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any of its provisions.

MODIFICATION: This Settlement Agreement may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties and approved by the Court.

INTEGRATION CLAUSE: This Settlement Agreement contains the entire agreement between the Parties relating to the settlement of the Litigation, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged in this Settlement. No rights under this Settlement may be waived except in writing.

BINDING ON ASSIGNS: This Settlement Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, assigns, guardians, conservators, and court-appointed representatives.

COUNTERPARTS: This Settlement Agreement may be executed in counterparts, and when each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement

Agreement. A copy, facsimile or digital image of this executed Agreement or a counterpart shall be binding and admissible as an original.

APPLICABLE LAW: This Settlement Agreement shall be governed by and construed in accordance with Illinois law.

PLAINTIFF

Jesse Andrew, individually and on behalf of all persons similarly situated.

FOR DEFENDANT:

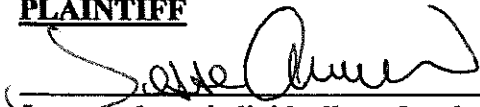


Rockford Process Control, Inc.

Agreement. A copy, facsimile or digital image of this executed Agreement or a counterpart shall be binding and admissible as an original.

APPLICABLE LAW: This Settlement Agreement shall be governed by and construed in accordance with Illinois law.

PLAINTIFF



Jesse Andrew, individually and on behalf of all persons similarly situated.

FOR DEFENDANT:

Rockford Process Control, Inc.

EXHIBIT A
CLASS MEMBERS

<u>Name</u>	<u>Settlement Payment</u>
ANDREW, JESSE	\$ 930.77
BELMONTES-LOPEZ, JOSE	\$ 40.77
BURSEY, RODERICK L	\$ 1,938.87
CAMACHO, MARIO	\$ 1,071.73
CHAREUN, PHANTHAVONG	\$ 66.86
COLEMAN, MARTELL T	\$ 77.13
DAVENPORT, JAMES E	\$ 1,428.88
DESCOUROUEZ, KYLE	\$ 260.67
DOMINGUEZ-SANCHEZ, FRANCISCO	\$ 2,254.78
DUCHARME, NICHOLAS A	\$ 197.35
FONTANA, BRANDON P	\$ 175.87
FRANKLIN, VICTOR	\$ 1,546.06
GALLEGOS JR, REGINO	\$ 193.41
GARCIA, SANTIAGO	\$ 189.33
GROOMS, DONALD R	\$ 207.93
HENRY, CHARLES	\$ 1,391.46
HERMANN, CHAD	\$ 17.84
HOLMES, AUSTIN L	\$ 25.65
JONES, MICHAEL K	\$ 448.65
KHAMPHOUVONG, NIRADONE	\$ 258.90
KYLES JR., GLADGER	\$ 76.25
LEAL, MARIO	\$ 496.28
MARTIN, GLENN P	\$ 1,602.74
MORRIS, KIM A	\$ 392.51
MYERS, KYLE J	\$ 116.37
NAVA, ROBERTO	\$ 210.74
NEAL, JOSHUA	\$ 528.02
NORTHRUP, DENNIS	\$ 1,685.56
PATAROZZI, KEVIN E	\$ 88.22
PUDLIK, ROBERT ALLEN	\$ 210.76
RODGERS, MARKUS	\$ 300.21
RODRIGUEZ, LUIS D	\$ 280.92
ROSABAL, EULISES	\$ 196.57
ROSS, THOMAS	\$ 68.88
SCHWAGER, JASON C	\$ 141.86
SIMMONS, JEFFREY	\$ 96.44
TAYLOR, ROBERT	\$ 1,130.52
THEUS, DEMETRIUS L	\$ 326.41

TOOHEY, WILLIAM	\$ 1,852.77
ULRICH, TIERRE	\$ 49.06
YEUNYONG, ADAM S	\$ 391.27

EXHIBIT B
CLASS NOTICE

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JESSE ANDREWS,)	
on behalf of himself and all other)	
plaintiffs similarly)	
situated)	
Plaintiff,)	
v.)	
)	Case No.: 3:17-cv-50171
ROCKFORD PROCESS CONTROL, INC.)	
Defendant.)	

NOTICE OF PENDENCY OF CLASS ACTION, PROPOSED SETTLEMENT, AND FAIRNESS HEARING

TO: All persons employed by Defendant Rockford Process Control, Inc. who were hourly non-FLSA-exempt workers who earned a shift differential and who worked in excess of forty (40) hours during any one or more weeks between June 8, 2014 and the present, but were not paid time and one-half their regular rate of pay for all hours worked in excess of forty (40) in a work week because their shift differential was not included in determining their overtime rate of pay.

Please Read This Notice Carefully. This Notice Relates to a Proposed Class Action Settlement of Litigation. If You Are a Settlement Class member, It Contains Important Information as to Your Rights.

What is this Notice about?

This Notice is to tell you about the class settlement of a lawsuit that was filed against Rockford Process Control, Inc. (“Defendant”) and to tell you about a “Fairness Hearing” before Judge on _____, 2017 at _____m. in Courtroom _____ of the United States District Courthouse, located at Rockford, Illinois, to determine whether the proposed settlement described in the Class Action Settlement Agreement fairly resolves the claims against Defendants as explained below.

This Notice **is not** a notice of a lawsuit **against** you. A Federal Court has authorized this Notice.

If you want to receive the money that is allocated to you as described below, you do not have to do anything. You will automatically receive it.

What is the Litigation about?

On June 8, 2017, Plaintiff Jesse Andrews filed this lawsuit in the United States District Court for the Northern District of Illinois against Defendant on behalf of himself and others similarly situated who were employed by Defendant as non-FLSA-exempt employees. Plaintiff alleges in his Complaint that he and similarly situated employees who worked over forty hours and earned a shift differential in the same work week were not paid one and one-half times their regular rate of pay for overtime hours. The Complaint alleged violations of the Fair Labor Standards Act (FLSA), and the Illinois Minimum Wage Law (IMWL), based on Defendant's alleged failure to pay one and one-half times the shift differential for all hours worked over forty in a work week. Plaintiff alleged that because of this, employees who earned a shift differential and worked over time in a work week were not paid proper overtime wages.

Why did I get this Notice?

You received this Notice because the lawyers for the Defendant identified you as a person in the Settlement Class. If you received this Notice, you are eligible to participate in the Settlement and may be eligible for compensation as described below.

What is the "Settlement" and how was it agreed upon?

The settlement relates to the miscalculation of your overtime pay. Specifically, the Plaintiff alleged that the \$1.25 that was paid for shift differentials was not included in the overtime rate that was paid to you. The Defendant has agreed to recalculate the overtime pay to pay this amount to you plus interest and penalties. There has been no determination by any court, administrative agency, or other tribunal as to the truth or validity of the factual allegations made against Defendants in this litigation.

Unless there is a settlement, the litigation will continue. In settlement negotiations, the Plaintiff and Defendant have taken into account the uncertainty of the outcome and the risk of litigation. In light of these factors, the Plaintiff and Defendant believe that the Settlement is the best way to resolve the litigation while minimizing further expenditures.

The Plaintiffs and Defendants and their counsel believe that the Settlement is fair, reasonable, and adequate, and in the best interests of all parties, including the settlement class.

What are the terms of the Settlement?

Defendants have agreed to pay a settlement amount of approximately \$22,965.25 to resolve all claims in this lawsuit as described in the Settlement Agreement plus attorney fees and costs as approved by the Court. Each Settlement Class Member shall be allocated a portion of the Settlement Amount. Every Settlement Class member, including Plaintiff, will be allocated a share of the settlement proportionate to the overtime hours worked by the Settlement Class Member. The amount that you will receive, and all paperwork relating to the settlement and the lawsuit can be viewed on line at: <http://chicagolandemploymentlawyer.com/rockford-overtime-lawsuit/>

How do I receive a Settlement Payment?

As a Class Member, you will **automatically** receive your share of the settlement, **unless** you exclude yourself from the Settlement.

Am I required to participate in the Settlement?

As a Class Member, you have the right to exclude yourself from the lawsuit and “opt-out” of the settlement if you comply with the opt-out procedure stated below. If you exclude yourself, you will not receive any payment from the Settlement Fund.

To effectively opt-out, you must mail to the Class Counsel a written statement expressing your desire to be excluded from the Settlement in *Andrews v. Rockford Process Control, Inc.*, no later than _____ (“Request for Exclusion”). **The “opt-out” statement must be postmarked no later than _____ to be effective.** Your written statement must state: “I do not want to receive money from this settlement. Therefore, I request to be excluded from the settlement in *Andrews v. Rockford Process Control, Inc.* (Case No. 3:17-cv-50171) (U.S. District Court for the Northern District of Illinois).” You must also include your full name, address, and telephone number, and he or she must personally sign the letter and mail a copy to: Class Counsel, The Fish Law Firm, P.C., 200 E. 5th Avenue, Suite 123, Naperville, IL 60563 and also mail a copy to the Court at:

If you opt-out of the Settlement you will not recover any money as part of this Settlement. You may, however, pursue other legal remedies apart from the Settlement that may be available to you.

YOU SHOULD NOT OPT-OUT IF YOU WISH TO PARTICIPATE IN THE SETTLEMENT. YOU DON’T HAVE TO DO ANYTHING. YOU WILL AUTOMATICALLY GET THE MONEY.

What is the Fairness Hearing and do I need to attend?

The purpose of the Fairness Hearing in this case is to determine whether the proposed Settlement of the litigation is fair, reasonable, and adequate, and whether the proposed Settlement should be finally approved by the Court and the Litigation dismissed. **Any Class Member who is satisfied with the proposed Settlement does not have to appear at the Fairness Hearing.**

Any person who has not validly and timely opted-out of the Settlement, but who objects to the proposed Settlement, may appear in person or through counsel at the Fairness Hearing and be heard as to why the Settlement should not be approved as fair, reasonable, and adequate, or why a final judgment should or should not be entered dismissing the litigation with prejudice. If you choose to object to the Settlement, you must on or before _____, mail your written objection to the Clerk of the Court at 327 South Church Street, Rockford, IL 61101. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Your written objection must also include (a) your full name, address, and, telephone number, (b) dates of your employment with Defendant; (c) copies of papers, briefs, or other documents upon which

the objection is based, (d) a list of all persons who will be called to testify in support of your objection, (e) the caption of the lawsuit including the case number, and (f) your signature, even if you are represented by counsel. Settlement class members who do not timely make their objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the Settlement. The deadline to file an objection is _____.

If you file an objection and wish it to be considered, you must also appear at hearing on [INSERT DATE], at [INSERT TIME], at the federal courthouse at 327 South Church Street, Rockford, IL 61101, at which time the presiding judge in this case (Judge Kapala) will consider whether to grant final approval of this Settlement. **YOU ARE NOT REQUIRED TO ATTEND THIS HEARING UNLESS YOU PLAN TO OBJECT TO THE SETTLEMENT.** Please note that it is not sufficient to simply state that you object. You must state reasons why you believe the Settlement should not be approved.

What rights am I giving up if I participate in the Settlement?

As a Class Members, if you do not opt out of the Settlement you will release and discharge on behalf of yourself and each of your heirs, representatives, successors, assigns, and attorneys all claims specifically raised in the litigation for the payment of overtime under the FLSA and IMWL during the Class Period that specifically relate to the failure to count \$1.25 towards the regular rate of pay (“Released Wage Claims”).

How are the lawyers for the Settlement Class Paid?

Class Counsel will receive an amount approved by the Court for its reasonable attorney fees and costs. None of this amount is being taken out of your recovery. The attorney fees are being paid separately by the Defendant.

What if the Court does not approve the Settlement?

If the Court does not approve the settlement, the case will proceed as if no settlement had been attempted, and there can be no assurance that you will recover more than is provided for in the Settlement, or indeed, anything.

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH INQUIRIES ABOUT THIS SETTLEMENT.

Dated: _____

BY ORDER OF THE UNITED STATES DISTRICT COURT FOR THE NORTHERN
DISTRICT OF ILLINOIS, WESTERN DIVISION

EXHIBIT C
PROPOSED ORDER OF PRELIMINARY APPROVAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
WESTERN DIVISION**

JESSE ANDREWS,)	
on behalf of himself and all other)	
plaintiffs similarly)	
situated)	
Plaintiff,)	
v.)	
)	Case No.: 3:17-cv-50171
ROCKFORD PROCESS CONTROL, INC.)	
Defendant.)	

PRELIMINARY APPROVAL ORDER

The parties have applied, pursuant to Rule 23(e), Fed. R. Civ. P., for an order approving settlement of the claims alleged in the Lawsuit, in accordance with a Class Action Settlement Agreement (the “Agreement”), which, together with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement of the claims against Defendant and for dismissal of the Lawsuit against Defendant upon the terms and conditions set forth therein, and the Court has read and considered the Agreement and the exhibits annexed thereto. IT IS HEREBY ORDERED:

1. The Court hereby preliminarily approves the settlement set forth in the Agreement as being fair, reasonable and adequate, and in the best interest of Plaintiffs and those persons that are identified on Exhibit A to the Agreement (the “Class Members”) and that this matter is certified as a Class Action of the Class Members pursuant to Federal Rule of Civil Procedure 23.

2. The Settlement Hearing shall be held before this Court at _____m. on _____, 2017, at the United States District Court, Northern District of Illinois, 327 South Church Street, Rockford, IL 61101, to determine finally whether the proposed settlement of the Lawsuit on the terms and conditions provided for in the Agreement is fair, reasonable, adequate, and in the best interest of the Settlement Class, and should be approved by the Court; whether an Order and Final Judgment of Dismissal, should be entered.

3. The Court approves, as to form and content, the Class Notice that is attached to the Agreement as it complies fully with the requirements of Rule 23 of the Federal Rules of Civil Procedure, the Constitution of the United States and any other applicable laws.

4. With regard to distribution of the Settlement Notice, Class Counsel and Defendant are hereby directed and authorized to effectuate notice as called for in the Agreement and the Defendant shall provide to Class Counsel within 2 business days the last known email, mailing address, and telephone number of all Class Members.

5. Any Class Member wishing to oppose or contest the approval of the Agreement, the judgment to be entered thereon if the same is approved must comply with the procedures set forth in the Class Notice. Any Settlement Class Member who has served and filed an Objection as set forth therein may appear at the Settlement Hearing and show cause to the Court, if he or she has any, why the proposed settlement of the Lawsuit should or should not be approved as fair, reasonable, and adequate, or why a judgment should or should not be entered thereon. Any Settlement Class Member who does not make an objection in the manner provided herein shall be deemed to have waived such objection and shall be foreclosed from making any objection to the fairness, adequacy, or reasonableness of the proposed settlement. The deadline for the filing of such an objection is _____, 2017.

6. At the time of the final approval hearing, or within 30 days thereafter, Class Counsel shall move for an award of their reasonable attorney fees, costs, and litigation expenses which shall be determined by the Court if the parties cannot agree.

IT IS SO ORDERED this ___ day of _____, 2017

UNITED STATES DISTRICT JUDGE
