

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

MADELYN CASILAO, HARRY
LINCUNA, and ALLAN GARCIA, on
behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

HOTELMACHER LLC, dba HOLIDAY
INN EXPRESS; STEAKMACHER, LLC,
dba MONTANA MIKE'S STEAKHOUSE;
SCHUMACHER INVESTMENTS, LLC,
dba WATER ZOO; APEX USA, INC.;
WALTER SCHUMACHER; and
CAROLYN SCHUMACHER,

Defendants.

Case No.: CIV-17-800-SLP

**PLAINTIFFS' UNOPPOSED MOTION
FOR PRELIMINARY APPROVAL OF CLASS
SETTLEMENT AND MEMORANDUM OF LAW IN SUPPORT**

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INTRODUCTION

Plaintiffs Madelyn Casilao, Harry Lincuna, and Allan Garcia (collectively, “Plaintiffs”) respectfully move under Federal Rule of Civil Procedure 23(e), for preliminary approval of a class action settlement between themselves and Defendants Hotelmacher LLC, dba Holiday Inn Express; Steakhacher, LLC, dba Montana Mike’s Steakhouse; Schumacher Investments, LLC, dba Water Zoo; Apex USA, Inc.; Walter Schumacher; and Carolyn Schumacher (“Defendants”) (together with Plaintiffs, the “Parties”), and entry of the Preliminary Approval Order attached as Exhibit 2 to the Declaration of George Warner.¹ The proposed Class Action Settlement Agreement, if approved, will resolve the claims asserted by Plaintiffs and will provide substantial monetary benefit to class members.²

BACKGROUND

In 2017, the named Plaintiffs brought suit on behalf of a class of 23 Filipino workers against Walter Schumacher, Carolyn Schumacher, and a number of corporate defendants owned by them for allegedly violating 18 U.S.C. § 1589’s prohibition against Forced Labor and allegedly breaching contracts made with the class and the Filipino government. Dkt. No. 1, Complaint ¶¶ 7, 103-36. The parties entered into a settlement

¹ Defendants’ counsel has reviewed the present motion and has advised that Defendants do not oppose the relief requested herein.

² All capitalized terms that are not otherwise defined in this memorandum have the meanings ascribed to them in the Settlement Agreement, attached as Exhibit 1 to the Declaration of George Warner

agreement resolving those claims on January 26, 2024. Warner Decl. Ex. 1 (hereinafter, “Settlement Agreement”).

I. FACTUAL BASIS FOR CLAIMS

The lawsuit is based on the following allegations: In 2012, Defendant Walter Schumacher and the other Defendants recruited the class members to work as waiters and housekeepers at his properties. Dkt. No. 1, Complaint ¶ 2. To obtain these workers, he promised the Department of Labor (“DOL”) that they would provide full-time work at prevailing wages. Dkt. No. 1, Complaint ¶¶ 41-44. He promised the Philippine Overseas Employment Administration (“POEA”) that the class members would receive free food and free housing, or an allowance; free transportation to and from the Philippines; and other benefits. *Id.* ¶¶ 38-39. These promises were also made to the class members directly. *Id.* ¶¶ 50-58. Absent Defendants’ assurances, class members would not have received H-2B visas, been able to leave the Philippines, or committed to work for him. *Id.* ¶¶ 38-39, 49, 59.

The class asserts the Defendants engaged in a bait and switch. When class members arrived in rural Oklahoma, Defendants ignored their obligations. *Id.* ¶¶ 70-72. Class members did not receive free housing and paid to live in overcrowded motels. Defendants did not reimburse the substantial cost of airfare to Oklahoma; the class members stayed in debt. Defendants paid less than the prevailing wages, and were placed in other jobs, unauthorized by the H-2B visas. Class members were also given far less than full-time work, despite the promises to the POEA and DOL. *Id.* ¶¶ 74. Defendants have denied any and all allegations of wrongdoing.

II. PRE-SETTLEMENT PROCEDURAL HISTORY

In 2019, the Court denied Defendants' motions to dismiss. Dkt. No. 61. In February 2020, the Court granted Plaintiffs a protective order regarding the location, immigration and employment status of members of the class, and denied a related motion to compel filed by Defendants. Dkt. No. 96. In September 2021, after substantial discovery, the Court granted the Plaintiffs' class certification motion. Dkt. No. 189. In October 2021, the court appointed Megan Lambert of the ACLU of Oklahoma, Christopher Willett and Caitlin Boehne of Equal Justice Center, George Warner of Legal Aid at Work and pro bono counsel Eben Colby, Catherine Fisher and Alyssa Musante as class counsel. Dkt. No. 197. Also in October 2021, Defendants filed a petition under Rule 23(f) to appeal the order granting class certification. This petition was denied by the Tenth Circuit. *Hotelmacher, LLC v. Casilao*, Docket No. 21-00601, BL-7 (10th Cir. Nov. 23, 2021). In December 2021, the Court approved the Plaintiffs' proposed notice to the class of the certification decision, and Plaintiffs distributed the approved class notice by email, website and publication. Dkt. No. 203; Warner Decl. ¶ 14. No class member contacted Class Counsel to opt-out of the Class following distribution of the class notice. Warner Decl. ¶ 14.

In July 2022, Defendants filed a motion to decertify the class, which Plaintiffs opposed. Dkt. Nos. 219, 224. In September 2022, the parties prepared pretrial submissions, including proposed jury instructions, voir dire, motions in limine, objections to voir dire, and motions in limine, in advance of a pretrial conference scheduled for October 2022. Dkt. Nos. 230-36, 245-48.

In October 2022, the Court ordered a reopening of discovery, including a third-party search for responsive documents and additional depositions. Dkt. 277. The supplemental discovery was completed in January 2023. *See* Dkt. No. 282. On February 22, 2023, Defendants filed an amended motion to decertify the class, arguing that common questions do not predominate. Dkt. No. 289. That motion was still pending at the time the proposed settlement was agreed upon, and was denied without prejudice as moot. Dkt. No. 301.

The parties engaged in ample discovery during the course of this action. Defendants produced over 10,000 pages of documents in this action and 20,000 pages of documents in a related action that has already been resolved, *Francis v. APEX USA Inc.*, No. 5:18-cv-583-SLP, and Plaintiffs took twelve depositions over the course of the litigation. Warner Decl. ¶ 10 (b), (d). Plaintiffs engaged two human trafficking experts to submit reports regarding human trafficking and its impact on the Class. Warner Decl. ¶ 10 (c). Plaintiffs also defended seven depositions, including depositions of the named Plaintiffs, two class members, and two experts. Warner Decl. ¶ 10(e). During the course of the litigation, Plaintiffs have also been in contact with twenty-one of twenty-three members of the class. Warner Decl. ¶¶ 15, 16. Since the parties reached an agreement in principle in November 2023, Plaintiffs have been in touch with twenty of the twenty-three members of the class. Warner Decl. ¶ 15.

III. NEGOTIATION OF THE SETTLEMENT AGREEMENT

This Settlement resulted from good faith, arm's-length settlement negotiations, as well as two full-day settlement discussions. Warner Decl. ¶¶ 11, 12.

First, the parties attended a mediation on April 12, 2023, with highly respected mediator Joe Hampton. Warner Decl. ¶ 11. Second, the parties attended a settlement conference on November 8, 2023, before the Honorable Magistrate Judge Suzanne Mitchell. Warner Decl. ¶ 12. In the weeks that followed the settlement conference, the Parties continued to negotiate the remaining terms of the Settlement and drafted a comprehensive Settlement Agreement. Warner Decl. ¶ 13.

IV. THE SETTLEMENT AGREEMENT

The proposed settlement contemplates Defendants paying \$730,000 into a Settlement Fund to resolve the class members' claims. Settlement Agreement ¶ V.A. The fund will be used to pay: (1) Class Members in exchange for a release of all claims asserted or that could have been asserted in the Action on their behalf; (2) all claims for reimbursement by the Settlement Administrator for expenses associated with administering or effectuating the Settlement; (3) all claims for an award of Class Counsel's attorneys' fees; (4) all claims for Class Counsel's reasonable litigation expenses; and (5) Class Representative Service Awards. *Id.* The class whose claims are resolved by the settlement agreement is identical to the class certified by the Court in 2021:

All Filipino nationals who obtained H-2B visas at any time from January 1, 2008 through December 31, 2014, who were admitted to the United States as H-2B temporary foreign workers, and for whom one of the Defendants was the H-2B petitioner or de facto employer upon arrival in the United States (the "Class").

Settlement Agreement ¶ III.B. Any remaining funds under \$2,000 after distribution to the Class will be paid to *cy pres* beneficiary Toward Justice. Settlement Agreement ¶ VII.F.

Settlement payments to the class will be based on the damages model prepared by Class Counsel, which takes into account recruiting and travel costs borne by all class members regardless of their duration in Clinton, and damages that varied depending on the number of days the class member spent working for Defendants in Clinton, Oklahoma. Settlement Agreement ¶ V.F; Warner Decl. ¶ 20.

The settlement administration is designed to make it as likely as possible that class members will receive payment. *See* Settlement Agreement Part VII. Class members will receive a claim form with the Notice that asks if they prefer payment by electronic payment or via physical check. Settlement Agreement ¶ VI.D. The Settlement Administrator is also able to make payments to class members who live internationally. Warner Decl. ¶ 9.

Those class members who respond to this request will be paid in the manner requested. Settlement Agreement ¶ VII.C. Class members who do not respond will have a check sent to them at their last known mailing address, if identifiable by Class Counsel or the Settlement Administrator. *Id.* Class members who do not cash the check within 60 days of the date it was mailed will receive a second notice of the settlement and will be given another opportunity to request payment before any residual distributions are made. Settlement Agreement ¶ VII.E; Warner Decl. ¶ 9. Any residual uncashed amounts after the second distribution will be paid to the class members who cashed their checks,

unless the amount is less than \$2,000, in which case it will be paid to the *cy pres* beneficiary. Settlement Agreement ¶ VII.F.

The Settlement Fund will also be used to pay the reasonable costs of notice, settlement administration, court approved service awards to the class representatives, and court approved attorneys' fees and litigation costs. Settlement Agreement ¶¶ V.B, V.C, V.D .

Plaintiffs and Class Counsel will apply to the Court for awards to the Class Representatives for their service to the Class of up to \$15,000 to each of the three Plaintiffs. Settlement Agreement ¶ V.B. Class Counsel will also apply to the Court for an award of attorneys' fees and reimbursement of litigation costs and expenses. Settlement Agreement ¶ V.C. Subject to the Court's approval, Class Counsel may seek up to \$215,000 as attorneys' fees and reimbursement for their reasonable costs and expenses, which amounts to roughly 30 percent of the fund. *Id.* All of these amounts are subject to Court approval.

V. THE PROPOSED NOTICE OF SETTLEMENT

A. Direct Notice to Class Members

Subject to the Court's approval, Class Counsel will send notice of the proposed settlement via email and U.S. mail to all class members in the form attached to the Settlement Agreement as Exhibit A (the "Notice"), using the most recent email address and mailing address available to Class Counsel. Settlement Agreement ¶ VI.C and Exhibit A (Notice). The Notice will advise Class Members of: the pendency of the class action; the essential terms of the Settlement Agreement, including the proposed plan

of allocation; the date and time of the Final Approval Hearing, and set forth the procedures for opting out of the Class, objecting to the Settlement Agreement, and submitting a Claim Form. *See* Settlement Agreement Ex. A.

Class Counsel are already in active communication with the vast majority of the class, and have been in touch with 20 of the 23 class members since reaching the settlement in principle in November 2023. Warner Decl. ¶ 15. Class Counsel has a reliable email or mailing addresses for two of the remaining three class members and has been informed that the third class member is deceased. Warner Decl. ¶¶ 16-18.

B. Settlement Website

Class Counsel has maintained a case website at <https://legalaidthatwork.org/schumacher-forced-labor-lawsuit/> since the Court approved distribution of the initial class notice in 2021. *See* Dkt. No. 199, 203. Subject to the Court's approval, Class Counsel will update the case website to include a copy of the notice of the settlement. Settlement Agreement ¶ VI.G. The website shall also provide the date, time and location of the Final Approval Hearing. *Id.* In addition, the Settlement Administrator shall establish a website where class members can submit their claim form. *Id.*

All forms of notice shall explain the procedure for a class member to object to the Settlement or opt-out of the Class. The proposed objection and opt-out deadlines are sixty (60) days after the distribution of the Notice. Settlement Agreement ¶¶ VI.E, VI.F.

ARGUMENT

I. LEGAL STANDARD

Court approval is required for any class action settlement that releases the claims of absent class members. Fed. R. Civ. P. 23(e). Approval is a two-step process. “In the first stage, the Court . . . preliminarily approves the settlement agreement, and authorizes that notice be given to the class so that interested class members may object to the fairness of the settlement or opt out of the settlement.” *Harris v. Chevron U.S.A., Inc.*, No. CIV-15-cv-0094-PRW, 2019 WL 5846917, at *2 (W.D. Okla. July 29, 2019); *see also* Fed. R. Civ. P. 23(e)(1)(B). “[T]he court’s primary objective at th[is] point is to establish whether to direct notice of the proposed settlement to the class, invite the class’s reaction, and schedule a final fairness hearing.” 4 William B. Rubenstein, *Newberg and Rubenstein on Class Actions* § 13:10 (6th ed., Westlaw updated 2023). Second, after preliminary approval and notice to the class, the Court assesses the settlement’s strengths and weaknesses at the final approval hearing and determines whether the settlement is fair, reasonable, and adequate to those who are affected. *See id.* At the final fairness hearing, the Court also addresses any objections to the terms of the settlement. *See Harris*, 2019 WL 5846917, at *2; Fed. R. Civ. P. 23(e)(2).

At the preliminary approval stage, the Court “must direct notice in a reasonable manner to all class members who would be bound by the proposal if giving notice is justified by the parties’ showing that the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B). “If the court has already certified a class, the

only information ordinarily necessary [for purposes of showing that the court will likely be able to certify the class] is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.” Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment.

Approval under Rule 23(e)(2) requires that the settlement be “fair, reasonable, and adequate.” In 2018, the rules was amended to specify that whether a settlement is fair, reasonable, and adequate should be determined using the following factors: (A) whether “the class representatives and class counsel have adequately represented the class;” (B) whether the settlement “was negotiated at arm’s length;” (C) whether “the relief provided for the class is adequate”—taking into account the (i) “costs, risks, and delay of trial and appeal;” (ii) the “effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;” (iii) the “terms of any proposed award of attorney’s fees;” and (iv) the terms of any separate agreements—and (D) whether the settlement “treats class members equitably relative to each other.”³ Fed. R. Civ. P. 23(e)(2)(A)–(D).

³ Before Rule 23 was amended to enumerate the factors to consider in evaluating whether a settlement is fair, reasonable, and adequate, the Tenth Circuit used four similar factors:

- (1) whether the proposed settlement was fairly and honestly negotiated;
- (2) whether serious questions of law and fact exist, placing the ultimate outcome of the litigation in doubt;
- (3) whether the value of an immediate recovery outweighs the mere possibility of future relief after protracted and expensive litigation; and
- (4) the judgment of the parties that the settlement is fair and reasonable.

Rutter & Wilbanks Corp. v. Shell Oil Co., 314 F.3d 1180, 1188 (10th Cir. 2002).

Since preliminary approval is an assessment that “the court will likely be able to: (i) approve the proposal under Rule 23(e)(2),” Fed. R. Civ. P. 23(e)(1)(B), “[a] proposed settlement of a class action should . . . be preliminarily approved where it appears to be the product of serious, informed, non-collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment to class representatives,” *Harris*, 2019 WL 5846917, at *2.

II. THE COURT SHOULD PRELIMINARILY APPROVE THE SETTLEMENT AND ORDER NOTICE TO THE CLASS

The Court should preliminarily approve the settlement and order notice to the class because “the court will likely be able to: (i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

A. The Court Has Already Certified the Class

The Court already determined that the Class and its claims asserted in this action can and should be certified under Rule 23(b)(3). Dkt. No. 187. There are no changes to the composition of the Class or the claims that will be resolved by the Settlement Agreement. *Compare* Dkt. No. 187 at 4 *and* Settlement Agreement ¶ III.B; *see also* Fed. R. Civ. P. 23(e)(1) advisory committee’s note to 2018 amendment. (“If the court has already certified a class, the only information ordinarily necessary is whether the proposed settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding which certification was granted.”)

B. The Proposed Settlement is Fair, Reasonable, and Adequate

The Court should enter the Preliminary Approval Order because the parties will be able to obtain approval for the proposed settlement under Rule 23(e)(2). Each factor addressed by Rule 23(e)(2) weighs in favor of approval of the Settlement Agreement.

(i) The Class Representatives and Class Counsel Have Adequately Represented the Class

Class Counsel has vigorously litigated this case. Counsel has engaged in significant discovery, including reviewing over 30,000 pages of documents, engaging two human trafficking experts, taking twelve depositions, and defending seven depositions. Warner Decl. ¶ 10(b), (c), (d), (e). Class Counsel also engaged in extensive motion practice and successfully opposed Defendants' seven motions to dismiss all claims and strike the class allegations, obtained class certification, a protective order, discovery sanctions requiring supplemental discovery, and has successfully defeated an attempt to have the case reviewed by the Tenth Circuit on an interlocutory appeal. *Id.* at ¶ 10(a), (g), (h), (i), (k).

The class representatives have also adequately represented the class. Each class representative has produced relevant documents and been deposed. Warner Decl. ¶ 10(b), (e). Ms. Casilao came to Oklahoma for the judicial settlement conference with Judge Mitchell and the other class representatives were available by phone during each of the parties' all-day settlement discussions. *Id.* at ¶¶ 11, 12. And all class representatives

have been instrumental in identifying other members of the class, to make sure that they are aware of the possible settlement in this case. *Id.* at ¶ 15.

(ii) *The Settlement “was Negotiated at Arm’s Length”*

The settlement was negotiated at arm’s length. The parties engaged in significant, prolonged negotiations to reach a settlement in this case, including two full-day settlement discussions, and multiple additional discussions between the parties. Warner Decl. ¶¶ 11-13.

(iii) *The “Relief Provided for the Class is Adequate,” Given the Risks of Continuing Litigation*

The settlement will provide meaningful relief for the class. Class members will receive over \$19,930 on average. Warner Decl. ¶ 7. This payment is a substantial award, given the possible damages available to the class. Warner Decl. ¶¶ 19-22. Each class member spent an average of just under seventy-two days working for Defendants. Warner Decl. ¶ 7.

While Plaintiffs strongly believe in the merits of their case, they also understand that there are a number of barriers to recovery should litigation continue. There is a risk that the Court would decertify the class, as requested by Defendants, either now or at trial. *See* Dkt. No. 219. There is also a risk that a jury would not find that Defendants' conduct rises to the level of a violation of forced labor, or that Defendants lacked the *mens rea* necessary to commit a violation of forced labor. *See id.*

Even if Plaintiffs were fully meritorious at trial, that victory could prove pyrrhic. Plaintiffs’ potential damages are largely dependant on emotional distress

damages and punitive damages—emotional distress damages amount to over eighty three percent of potential compensatory damages in Class Counsel’s damages model, based on an estimate that a jury would award \$400 in damages for each day of a violation, consistent with other trafficking cases. Warner Decl. ¶20; *see also Wang v. Gold Mantis Constr. Decoration (CNMI), LLC*, No. 1:18-CV-00030, 2021 WL 2065398, at *16 (D. N. Mar. I. May 24, 2021) (“[C]ourts have awarded plaintiffs between \$400 to \$800 per day for their emotional distress.”). The size of punitive damages, in turn, depends on the size of the award of compensatory damages. But the law around awards of emotional distress and punitive damages under 18 U.S.C. § 1589 is still developing, and there is a risk that a jury could award limited emotional distress damages or limited or no punitive damages. Some cases involving H-2A and H-2B workers awarded \$170 to \$200 per day in emotional distress damages. *Leiva v. Clute*, No. 4:19-CV-87-TLS-JPK, 2020 WL 8514822, at *17 (N.D. Ind. Dec. 16, 2020), *report and recommendation adopted*, No. 4:19-CV-87 RLM-JPK, 2021 WL 307302 (N.D. Ind. Jan. 29, 2021); *West v. Butikofer*, No. 19-CV-1039-CJW-KEM, 2020 WL 5245226, at *10 (N.D. Iowa Aug. 18, 2020); *Belvis v. Colamussi*, No. CV 16-544 (JFB)(ARL), 2018 WL 3151698, at *7 (E.D.N.Y. Feb. 20, 2018). The minimum amount that will be distributed to the class, \$458,500, is *more* than the class would receive at trial if the jury awarded emotional distress damages of \$170 a day, living expenses of \$185 a week, and no punitive damages. Warner Decl. ¶ 21.

(iv) ***The Method of Distributing Relief is Fair to the Class, and Designed to Make it Easy for Class Members to Receive Payment***

The distribution method is designed to be as easy as possible for class members. Class members will be able to request electronic payments or checks through a claim form, which can be submitted through the Settlement Administrator’s website or mailing it to the Settlement Administrator. Warner Decl. ¶ 9; Settlement Agreement Exhibit A. If a class member does not fill out a claim form, a check will be sent to the class member’s last known address. Settlement Agreement ¶ VII.C. The Settlement Administrator is also able to process payments to foreign countries, where some class members now live. Warner Decl. ¶ 9.

(v) ***The Maximum Allowable Award of Costs and Fees is Fair, and Contingent on Court Approval***

The Settlement Agreement authorizes Class Counsel to seek no more than \$215,000 in attorneys’ fees and litigation costs. This amount—which will only be paid to counsel if approved by the Court—is eminently fair. This request, including costs, amount to only 30 percent of the settlement fund, which is “well within the range of reasonable and permissible fees.” *In re Samsung Top-Load Washing Mach. Mktg., Sales Pracs. & Prods. Liab. Litig.*, 997 F.3d 1077, 1095 (10th Cir. 2021) (finding that attorney’s fees equal to one-fourth to one-third of a settlement “reasonable and permissible fees”).

(vi) ***The Settlement “Treats Class Members Equitably Relative To Each Other”***

Class members are treated equitably vis-à-vis each other. Under the proposed settlement, the net settlement fund is being disbursed based on a damages

model prepared by Class Counsel in preparation for trial that accounts for fixed recruitment and travel costs, and variable emotional distress and living expenses damages based on the number of days a class member spent in Clinton while employed by Defendants. Warner Decl. ¶ 8. The majority of compensatory damages in Plaintiffs’ damages model stem from living expenses and emotional distress damages, which are dependent on the length of time a class member spent in Clinton while working for Defendants. Warner Decl. ¶ 20. Accordingly, under the Settlement Agreement, class members will receive a pro-rata share of the net settlement fund based on the number of days a class member spent in Clinton while employed by Defendants. Settlement Agreement ¶ V.F.

The settlement also allows Class Counsel to request service awards of up to \$15,000 for each of the three named Plaintiffs. These service awards—to the extent approved by the Court—do not provide inequitable relief to the named Plaintiffs.

“Courts have recognized that an award may be appropriate to provide an incentive to act as a named plaintiff.” *Chieftain Royalty Co. v. Enervest Energy Institutional Fund XIII-A, L.P.*, 888 F.3d 455, 467 (10th Cir. 2017). Courts “regularly give incentive awards to compensate named plaintiffs for the work they performed—their time and effort invested in the case.” *Id.* at 468. “Empirical evidence shows that incentive awards are now paid in most class suits and average between \$10,000 to \$15,000 per class representative.” *In re EpiPen (Epinephrine Injection, USP) Mktg., Sales Pracs. & Antitrust Litig.*, No. 17-md-2785-DDC-TJJ, 2022 WL 2663873, at *6 (D. Kan. July 11, 2022) (quoting 5 William B. Rubenstein, *Newberg and Rubenstein on Class Actions* § 17:1 (6th ed., Westlaw

updated 2023)). As discussed above, the named Plaintiffs invested significant time and effort into this case, including assisting Class Counsel in contacting other class members, producing documents, being deposed and participating in settlement discussions. Warner Decl. ¶¶ 10(b),(e), 11, 12.

(vii) **There is no Separate Agreement to Address**

Rule 23(e)(3) requires counsel to address any separate agreements related to the settlement. There are no separate agreements here. Warner Decl. ¶ 4.

**III. THE PROPOSED NOTICE PLAN IS THE
BEST NOTICE PRACTICABLE UNDER THE CIRCUMSTANCES**

Rule 23(c)(2)(B) requires that for any proposed settlement under Rule 23(b)(3), notice must be “the best notice that is practicable under the circumstances, including individual notice to all members who can be identified through reasonable effort.” Permissible means of notice include “United States mail, electronic means, or other appropriate means.” Fed. R. Civ. P. 23(c)(2)(B). Likewise, due process requires class members be given notice and an opportunity to be heard. *Phillips Petroleum Co. v. Shutts*, 472 U.S. 797, 812 (1985); *DeJulius v. New England Health Care Employees Pension Fund*, 429 F.3d 935, 944 (10th Cir. 2005) (“The legal standards for satisfying Rule 23(c)(2)(B) and the constitutional guarantee of procedural due process are coextensive and substantially similar.”). The method and manner of notice process is “left to the discretion of the court subject only to the broad ‘reasonableness’ standards imposed by due process.” *Grunin v. Int’l House of Pancakes*, 513 F.2d 114, 121 (8th Cir. 1975).

The Parties propose notifying Class Members individually and directly via email or mail, using the last known email address or mailing address. Settlement Agreement ¶ VI.C. Since class certification, Class Counsel has been in direct contact with twenty-one of the twenty-three class members, and has asked each class member with whom it is in contact whether she is in touch with the remaining members of the class. Warner Decl. ¶¶ 15, 16. Class Counsel has also used proprietary databases to search for additional mailing and email addresses for class members. Warner Decl. ¶ 17. The Notice is in English, and will have a notice in Tagalog offering assistance through the use of a translator. Settlement Agreement, Ex. A. The class notice is written in plain, easily understood language. *Id.*

In addition to direct notice, the Settlement Administrator will set up a website about the case, and Class Counsel will update its website regarding the case, including posting a copy of the Notice, the prior notice of class certification and the Preliminary Approval Order. Settlement Agreement ¶ VI.G. These efforts are the best practicable under the circumstances.

IV. PROPOSED SCHEDULE OF SETTLEMENT EVENTS

As set forth in the proposed Preliminary Approval Order, Plaintiffs respectfully propose the following schedule for settlement-related events:

Event	Proposed Timing
Deadline for sending Notice and Claim Form to Class Members by email or mail and post the Notice and Claim Form on settlement website.	15 business days after entry of the Preliminary Approval Order
Deadline for Class Counsel to file motion for an award of attorneys' fees and litigation costs.	21 calendar days after entry of the Preliminary Approval Order
Deadline for receipt of objections or opt-out requests.	60 calendar days after the Notice is initially distributed to the Class Member.
Deadline for filing of papers in support of final approval of the Settlement Agreement.	28 calendar before the date of the Final Approval Hearing.
Deadline for Defendants to file proof of compliance with the notice requirements of CAFA	7 calendar days before the date of the Final Approval Hearing.
Deadline for the Parties to respond to any objections.	7 calendar days before the date of the Final Approval Hearing.
Final Approval Hearing	To be set at the Court's convenience at least 110 days from entry of the Preliminary Approval Order.

If the Court agrees with the proposed schedule, Plaintiffs request that the Court schedule the Final Approval Hearing for a date 110 days after entry of the Preliminary Approval Order, or at the Court's earliest convenience thereafter. If the Court grants preliminary approval as requested, the only date that the Court need schedule is the date for the Final Approval Hearing. The remaining dates will be

determined by the date the Preliminary Approval Order is entered, the date the Notice is initially distributed and the date the Final Approval Hearing is scheduled.

CONCLUSION

For the above reasons, this Court should grant the Plaintiffs' Unopposed Motion for Preliminary Approval and enter the proposed Preliminary Approval Order.

Dated: January 26, 2024

Respectfully Submitted,

/s/ Catherine Fisher

Meghan Lambert (OBA #33216)

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Attorneys for Plaintiffs

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

MADELYN CASILAO, HARRY
LINCUNA, and ALLAN GARCIA, on
behalf of themselves and all others
similarly situated,
Plaintiffs,

v.

HOTELMACHER LLC, dba HOLIDAY
INN EXPRESS; STEAKMACHER, LLC,
dba MONTANA MIKE'S STEAKHOUSE;
SCHUMACHER INVESTMENTS, LLC,
dba WATER ZOO; APEX USA, INC.;
WALTER SCHUMACHER; and
CAROLYN SCHUMACHER,
Defendants.

Case No.: CIV-17-800-SLP

DECLARATION OF GEORGE A. WARNER

I, GEORGE A. WARNER, pursuant to 28 U.S.C. § 1746, declare and state as follows:

1. I am an attorney duly licensed to practice law in the State of California and am one of appointed Class Counsel in the above-captioned case. This declaration is based upon my personal knowledge and is true to the best of my knowledge and belief.
2. I make this declaration in support of Plaintiffs' Unopposed Motion for Preliminary Approval of the Class Action Settlement and for the purpose of transmitting to the Court true and correct copies of the documents described below.

The Settlement Agreement

3. Plaintiffs Madelyn Casilao, Harry Lincuna, and Allan Garcia, on behalf of themselves and all other members of the putative class (collectively, “Plaintiffs”), and Defendants Hotelmacher LLC, DBA Holiday Inn Express; Steakmacher, LLC, DBA Montana Mike’s Steakhouse; Schumacher Investments, LLC, DBA Water Zoo; Apex USA, Inc.; Walter Schumacher; and Carolyn Schumacher (“Defendants”) have reached an agreement to settle this Action pursuant to the terms of the Settlement Agreement, attached hereto as **Exhibit 1**. Attached hereto as **Exhibit 2** is a proposed Preliminary Approval Order.

4. Class Counsel represents that there are no agreements related to the settlement other than those reflected in the Settlement Agreement itself.

5. The Class, which is defined identically to the Class already certified by this Court, includes 23 people.

6. The Settlement provides substantial benefits to the members of the Class. The Settlement provides a non-reversionary settlement fund of \$730,000. The settlement allocates funds for settlement administration and allows counsel to seek approval to receive compensation for costs, attorneys’ fees, and class representative service awards from the settlement fund. The net settlement fund, after the maximum allocations allowed under the agreement, will be at least \$458,500.

7. The class members spent in total 1,653 days in Clinton, Oklahoma while working for Defendants, according to the new hire forms in the personnel files produced by Defendants, payroll records, and letters of resignation in the personnel files. On

average, the class members spent slightly less than seventy two days in Clinton, Oklahoma while working for Defendants. Class members will receive, on average, over \$19,934.78 from the settlement, or around \$277 a day for time spent in Clinton, Oklahoma while working for Defendants. This amounts to a substantial recovery on the Class members' claims.

8. Class member distributions are allocated according to a damages model prepared by Class Counsel in preparation for trial, based on discovery produced by Defendants and pertinent case law. Compensatory damages included in the damages model used to calculate distribution payments are recruitment and travel costs, estimated at \$3,000 for all class members, uncompensated living expenses, estimated at \$185 a week, and emotional distress damages, which were estimated at \$400 a day. For purposes of settlement distributions, Plaintiffs did not include estimated wage damages, as those damages were de minimis compared to other sources of damages, and covered in large part by the enforcement action brought by the Department of Labor under the Fair Labor Standards Act.

9. As discussed in greater detail in the Settlement Agreement, the notice plan and distribution plan are intended to reach as many class members as possible. Substantial efforts are being made to provide notice of the settlement to class members, and class members are being provided the option to request payment via a number of secure electronic means, including ACH and PayPal, or by physical check. If a class member does not fill out a claim form, a check will be mailed to the class member so long as Class Counsel or the Settlement Administrator is aware of an address that has

been associated with the class member. If a claimant does not cash the check within 60-days of the date it was mailed, the settlement contemplates a second opportunity for class members to receive notice of the settlement and request payment before any residual distributions are made. The Settlement Administrator is also able to send payments to class members who live internationally.

Litigation Prior to Settlement

10. Plaintiffs' counsel engaged in substantial litigation in this matter:
 - a. Class Counsel successfully opposed Defendants' seven motions to dismiss all claims and strike the class allegations.
 - b. Counsel reviewed the discovery produced by the Defendants in this action and related action, *Francis v. APEX USA Inc.*, No. 5:18-cv-583-SLP (W.D. Okla.). Defendants produced over 30,000 pages of documents between the two actions. Counsel also produced relevant documents from each Plaintiff.
 - c. Class Counsel engaged two human trafficking experts to submit reports regarding human trafficking and its impact on the Class.
 - d. Class Counsel took twelve depositions in this action over the course of three years.
 - e. Class Counsel defended seven depositions in this action, including the depositions of the three named plaintiffs, two additional class members, and two experts.

- f. Class Counsel also engaged in significant informal discovery. Among other efforts, Plaintiffs' counsel conducted interviews with a number of class members, filed public records requests on a number of agencies, including the Department of Homeland Security and the Department of State, interviewed other former employees of Defendants, and conducted research on Defendants' business structures.
- g. Class Counsel successfully opposed a motion to compel and moved for a protective order to prevent the disclosure of Class Members' current locations, immigration and employment status in January 2020. Dkt Nos. 85, 88. The protective order was granted on February 4, 2020. Dkt. No. 96.
- h. Plaintiffs moved for class certification in September 2020. Dkt. No. 139. The Court granted this motion in September 2021 and shortly thereafter appointed Plaintiff's counsel as Class Counsel. Dkt. Nos. 187, 197.
- i. Class Counsel defeated an effort by Defendants to have the class certification order overturned by the Tenth Circuit under Federal Rule of Civil Procedure 23(f).
- j. Class Counsel prepared significant pretrial filings in advance of the initial pretrial conference in October 2022, including proposed exhibit lists, proposed deposition designations, proposed jury instructions, proposed voir dire, and motions in limine.

- k. Class Counsel moved for discovery sanctions in September 2022, which were in large part granted in October 2022. Dkt. Nos. 267, 277.
- l. Class Counsel prepared oppositions to both Defendants' initial motion to decertify the class, and Defendants' renewed motion to decertify the class. Dkt. Nos. 224, 292.
- m. Class Counsel also drafted a motion for partial summary judgment and a motion for further discovery sanctions. Neither motion was filed at the time a settlement was agreed to in this case.

Efforts at Mediation

11. Class Counsel, Defendants' counsel, and counsel for Philadelphia Indemnity Insurance Company, which insured one or more of the Defendants, engaged in substantial efforts to reach a settlement in this case. On April 12, 2023, the parties attended a full day mediation with Joe Hampton, a respected mediator in employment cases. Plaintiffs Casilao, Lincuna and Garcia were available by phone during this mediation.

12. The parties engaged in a full-day settlement conference on November 8, 2023, with Magistrate Judge Suzanne Mitchell. Plaintiff Casilao attended this settlement conference in person, and Plaintiffs Lincuna and Garcia were available by phone. In advance of that conference, the parties engaged in substantial discussion and exchange of offers.

13. After the parties reached a tentative agreement on November 8, 2023, the parties exchanged drafts of a comprehensive settlement agreement. The settlement agreement was signed on January 26, 2024.

Efforts to Obtain Contact Information for All Class Members

14. In December 2021, the Court approved the Plaintiffs' proposed notice to the class of the certification decision, and Plaintiffs distributed the approved class notice by email, website and publication. No class member contacted Class Counsel to opt-out of the Class following distribution of the class notice.

15. Plaintiffs' counsel are in active communication with the vast majority of the class. Since the settlement conference, Class Counsel has engaged in email or phone correspondence with 20 of the 23 class members, after sending a solicitation to class members with known email addresses asking for updated contact information, and requesting that the class members connect Class Counsel if they have information regarding the remaining class members who were not in touch with Class Counsel.

16. Class Counsel has a reliable email address for one of the three remaining class members, and had spoken to him previously regarding this action.

17. Class Counsel has also searched for updated contact information for class members using Lexis People Search, Accurant, and Facebook, and has identified a reliable mailing addresses for one of the remaining three class members.

18. Upon information and belief, the third class member who Class Counsel is not in touch with currently is now deceased.

Class Counsel's Opinion on the Settlement

19. It is Class Counsel's opinion that the settlement is fair, reasonable, and adequate considering the significant benefits to the Class as well as the risks and delays attendant to further protracted litigation. Class Counsel has substantial experience litigating class action lawsuits, wage and hour lawsuits, and lawsuits asserting claims under the prohibition against forced labor.

20. Plaintiffs' damages model projected that if the class were meritorious at trial, Defendants would be liable for roughly \$794,000 in compensatory damages. Those damages included \$69,000 in recruitment costs, based on estimated costs of roughly \$3,000 per person, over \$45,000 in living expenses, based on estimated living expenses of roughly \$185 a week, and over \$661,000 in emotional distress damages, if the jury awarded emotional distress damages at a rate of \$400 per day spent in Clinton, Oklahoma while employed for Defendants.

21. If the jury awarded only \$200 per day in emotional distress damages, compensatory damages under Plaintiffs' model would be reduced to roughly \$463,000. If the jury awarded only \$170 per day in emotional distress damages, compensatory damages under Plaintiffs' model would be reduced to roughly \$414,000.

22. Class Counsel also projected, for purposes of the damages model, that the jury would award punitive damages at a ratio of 2:1 if fully meritorious.

I declare under penalty of perjury that the foregoing is true and correct. Executed on January 26, 2024, in San Francisco, California.

s/ George Warner

(Signed by Filing Attorney with permission of Attorney)

s/ Catherine Fisher

(Filing Attorney)

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EXHIBIT 1

1 Plaintiffs, MADELYN CASILAO, HARRY LINCUNA, and ALLAN GARCIA, on behalf
2 of themselves and all others similarly situated ("Class Representatives" or "Plaintiffs"); and
3 Defendants, HOTELMACHER, LLC, dba HOLIDAY INN EXPRESS; STEAKMACHER, LLC,
4 dba MONTANA MIKE'S STEAKHOUSE; SCHUMACHER INVESTMENTS, LLC, dba
5 WATER ZOO; APEX USA, INC.; WALTER SCHUMACHER; and CAROLYN SCHUMACHER
6 ("Defendants"), recognizing that this Class Action Settlement Agreement ("Agreement") is subject
7 to approval by the Court, hereby agree as follows:

8 **I. PARTIES TO THIS AGREEMENT**

9 As set forth above, the Parties to this Agreement are the Class Representatives and the
10 Defendants. On the Date of Finality, the Parties to this Agreement also shall include each Class
11 Member, as that term is defined below.

12 **II. FAIRNESS OF SETTLEMENT**

13 The Parties stipulate and agree that the settlement set forth in this Agreement, and its terms,
14 are fair, just, reasonable, adequate, and equitable to the Class Members, are the product of good
15 faith, arm's-length negotiations between the Parties, are consistent with public policy, and fully
16 comply with applicable provisions of law.

17 **III. DEFINITIONS**

18 The following definitions apply with respect to this Agreement and all related documents:

19 **A.** The "Action" is the lawsuit *Madelyn Casilao et. al. v. Hotelmacher, LLC et. al.*, case
20 number 17-cv-00800-SLP, filed in the United States District Court for the Western District
21 of Oklahoma.

22 **B.** The "Class" is defined as follows:

23 All Filipino nationals who obtained H-2B visas at any time from January
24 1, 2008 through December 31, 2014, who were admitted to the United
25 States as H-2B temporary foreign workers, and for whom one of the
26 Defendants was the H-2B petitioner or de facto employer upon arrival in
27 the United States.

28 The Class includes the following 23 people: Marife Acompanado, Rhodan Arizala, Arnel

1 Balbalosa, Jonathan Calasan, Madelyn Casilao, Marygene Casilao, Irish Mae Cleto, Reniel
2 Cuervo, German de los Santos, Allan Garcia, Benjamin Garcia, Wenafel Gelaga, Harry
3 Lincuna, Pablo Martin, Romina Mesina, Ofelia Mora, Antonio Pangan, Miscella Quidlat,
4 John Roa, Fernando Sarmiento, Alberto Vigilia, Lorna Villaflor, and Lorela Villejo.

5 **C.** "Class Counsel" means Megan Lambert of the ACLU of Oklahoma, Christopher
6 Willett and Caitlin Boehne of Equal Justice Center, George Warner of Legal Aid at Work,
7 and pro bono counsel Eben Colby, Catherine Fisher, and Alyssa Musante.

8 **D.** "Class List" is a list of the 23 people included in the Class, which shall include all
9 known contact information for Class Members, including emails, phone numbers,
10 addresses, Social Security Numbers, and ITINs, to the extent available to Class Counsel
11 and/or Defendants.

12 **E.** "Class Member" means a member of the Class who does not properly ask to be
13 excluded from the class.

14 **F.** "Class Member Notice" means the form of Court-approved notice of this Agreement
15 that is disseminated to Class Members. The Parties shall propose that the Court approve the
16 form of notice attached as Exhibit A hereto.

17 **G.** "Class Representatives" or "Plaintiffs" means Madelyn Casilao, Harry Lincuna, and
18 Allan Garcia.

19 **H.** "Court" means the United States District Court for the Western District of
20 Oklahoma.

21 **I.** "Date of Finality" means the later of (i) the date the Court enters the Final Approval
22 Order, and dismisses the Action with prejudice, or (ii) the date the Final Approval Order
23 becomes Final, as defined below.

24 **J.** "Defendants" means Hotelmacher, LLC, DBA Holiday Inn Express; Steakhacher,
25 LLC, DBA Montana Mike's Steakhouse; Schumacher Investments, LLC, DBA Water Zoo;
26 Apex USA, Inc.; Walter Schumacher; and Carolyn Schumacher.

27 **K.** "Defendants' Counsel" means Mark K. Stonecipher, C. Eric Shephard, and A.
28 Wayne Billings of Fellers, Snider, Blakenship, Bailey & Tippens, PC.

1 **L.** "Fee Award" means the amount awarded by the Court as compensation for the
2 services provided by Class Counsel and the expenses incurred by Class Counsel in
3 connection with the Action.

4 **M.** "Final" means the later of (a) the date that the Final Approval Order is entered by
5 the Court; or (b) if there are objections to the settlement which are not withdrawn, one
6 business day following the date upon which the time expires for filing or noticing any
7 appeal of the Final Approval Order; or (c) if an appeal, review, or writ from the Approval
8 Order is sought, one business day following the date of dismissal or completion of any
9 appeal, in a manner that finally affirms and leaves in place the Final Approval Order
10 without any material modifications, and all proceedings arising out of the appeal(s)
11 (including, but not limited to, the expiration of all deadlines for motions for reconsideration
12 or rehearing or petitions for review and/or certiorari, all proceedings ordered on remand,
13 and all proceedings arising out of any subsequent appeal(s) following decisions on remand).

14 **N.** "Final Approval Hearing" means the hearing to be held before the Court pursuant to
15 Federal Rule of Civil Procedure 23(e) to determine whether the Settlement Agreement
16 should receive final approval by the Court.

17 **O.** "Final Approval Order" means the order and final judgment of the Court approving
18 the Settlement, in substantially the form submitted in connection with Plaintiffs' Motion for
19 Final Approval of the Settlement.

20 **P.** "Individual Settlement Payment" means payment to be made to Class Members
21 pursuant to the terms of this Agreement.

22 **Q.** "Notice" means the form of Court-approved notice of this Agreement that is
23 disseminated to Class Members. The Parties shall propose that the Court approve the form
24 of notice attached as Exhibit A hereto.

25 **R.** "NSF" means the TSA less all of the following: the Service Awards, the Fee Award,
26 and the charges and expenses of the Settlement Administrator as set forth in Section V.D.

27 **S.** "Person(s)" means natural people and all types of entities and organizations.

28 **T.** "Preliminary Approval Order" means the order of the Court preliminarily approving

1 the Settlement Agreement, in substantially the form submitted in connection with Plaintiffs'
2 Motion for Entry of Preliminary Order.

3 U. "Service Award" means the amount of incentive or service award awarded by the
4 Court to the Class Representatives.

5 V. "Settlement Administrator" means CPT Group, an independent contractor to be
6 retained by Class Counsel and approved by the Court.

7 W. "Settlement Fund" means the interest-bearing settlement fund account to be
8 established and maintained by the Settlement Administrator.

9 X. "Release Period" means January 1, 2008, through December 31, 2014.

10 **IV. TEMPORARY STAY**

11 The Parties agree that the Action shall be stayed in all other respects pending the settlement
12 approval process.

13 **V. FINANCIAL TERMS OF THE SETTLEMENT**

14 **A. The Total Settlement Amount**

15 Subject to court approval, in consideration of all the promises and agreements set forth in
16 the Agreement, Defendants shall pay, or cause to be paid, Seven Hundred Thirty Thousand Dollars
17 (\$730,000.00) ("Total Settlement Amount" or "TSA") to resolve the Action. The TSA shall
18 represent the maximum amount Defendants can ever be required to pay for: (1) Class Members in
19 exchange for a release of all claims asserted or that could have been asserted in the Action on their
20 behalf; (2) all claims for reimbursement by the Settlement Administrator for expenses associated
21 with administering or effectuating the Settlement; (3) all claims for an award of Plaintiffs'
22 Counsel's attorneys' fees; (4) all claims for Plaintiffs' Counsel's reasonable litigation expenses; and
23 (5) Service Awards.

24 **B. Class Representative Service Awards**

25 Defendants will not object to a request to the Court for approval of payments of Service
26 Awards to the Class Representatives in an aggregate amount of up to \$45,000.00, to be distributed
27 in the amount of up to \$15,000 to each Class Representative. The amount of these Service Awards
28 approved by the Court shall be paid solely from the TSA to the Class Representatives for their

1 services and risks in connection with serving as Class Representatives and being named as
2 Plaintiffs. The Service Awards to each of the Class Representatives will be reported by IRS Form
3 1099. Each Class Representative will be responsible for characterizing this tax payment for tax
4 purposes and for paying any taxes owing on said amount. The Service Awards shall be in addition
5 to any Individual Settlement Payment to the Class Representatives for their claims as Class
6 Members. Should the Internal Revenue Service or some other taxing authority take the position
7 that some or all of the Service Awards constitute taxable income and/or wages for income tax and
8 withholding purposes, the Class Representatives shall assume responsibility of remitting to the
9 Internal Revenue Service and any other relevant taxing authority, any taxes or withholdings
10 required by law, if any, to be paid on and/or withheld from the enhancement payment. Defendants
11 make no representations and undertake no liability of any kind as to the tax consequences or proper
12 tax treatment of the Service Awards.

13 **C. Class Counsel's Attorneys' Fees, Costs and Litigation Expenses**

14 Within 21 days of the Court entering the Preliminary Approval Order, Class Counsel shall
15 submit an application for an award of attorneys' fees, costs, and litigation costs in an amount not to
16 exceed \$215,000. The amount of the Fee Award shall be determined by the Court based on the
17 application from Class Counsel. Defendants shall not object to, oppose, or otherwise discourage
18 the Court from approving any such fee and cost application in this amount.

19 Any Fee Award determined by the Court shall be paid solely from the TSA and shall not
20 constitute payment to any Class Member(s). The Fee Award approved by the Court shall
21 encompass: (a) all work performed, costs, and expenses related to the investigation, prosecution,
22 and settlement of the Action incurred through the date of this Agreement; (b) all work to be
23 performed, expenses, and costs to be incurred in connection with approval by the Court of the
24 settlement; and (c) all work, costs, and expenses incurred in connection with administering the
25 settlement through dismissal of the Action with prejudice.

26 Class Counsel shall provide the Settlement Administrator with W-9s, and the payment of
27 attorneys' fees, expenses, and costs to them will be reported by IRS Form 1099.

28

1 **D. Charges of the Settlement Administrator**

2 The charges of the Settlement Administrator for administration of the settlement,
3 computation, and mailing of Individual Settlement Payments, administration of the qualified
4 settlement fund and otherwise administering the claims process, and all costs and expenses
5 incurred related thereto, shall be a part of, and paid solely from, the TSA, and shall not exceed
6 \$11,500 without Court approval. The settlement administration costs will be reported by IRS Form
7 1099.

8 **E. Net Settlement Fund**

9 The NSF is defined as the TSA less all of the following: the Service Awards, the Fee
10 Award, and the charges and expenses of the Settlement Administrator. The NSF will be no less
11 than \$458,500.

12 **F. Calculation of Payments to Class Members**

13 Class Members will receive an Individual Settlement Payment as a proportionate share of
14 the NSF based on the following calculations.

15 Based on the records provided by Defendants to Plaintiffs, Plaintiffs' counsel will determine
16 the number of days each Class Member was in Clinton, Oklahoma, and employed by Defendants
17 during the Release Period, using personnel and payroll information provided by Defendants during
18 discovery. Plaintiffs believe that Class Members were in Clinton, Oklahoma, while working for
19 Defendants for a total of 1,681 days. The average settlement payment will be no less than
20 \$19,934.75 per class member.

21 **G. Nature of Individual Settlement Payments to Class Members**

22 The settlement payments described herein cover and resolve all claims for damages, fees,
23 penalties, and interest that were asserted in the Action. For purposes of administering the
24 settlement, the Parties agree that the Individual Settlement Payments to Class Members will be
25 characterized and reported a form 1099-MISC (not subject to withholdings or payroll taxes), as the
26 vast majority of Plaintiffs' potential recoverable damages constitute alleged non-wage damages,
27 including unreimbursed expenses for food, housing, and flights, emotional distress, and punitive
28 damages.

1 **VI. PROCEDURES FOR PRELIMINARY APPROVAL AND NOTICE TO CLASS**

2 **A. Request for Preliminary Approval**

3 The Parties shall cooperate fully in requesting preliminary and final approval of this
4 Agreement by the Court, including determination by the Court that the settlement is fair,
5 reasonable, and adequate, and approval of the proposed forms of Class Member Notice, orders, and
6 other documents necessary to implement this Agreement.

7 Within fourteen (14) days of the execution of this Agreement, Plaintiffs, through Class
8 Counsel, shall apply to the Court for entry of the Preliminary Approval Order, which shall include,
9 among other provisions, a request that the Court:

- 10 (i) approve the Parties' selection of Settlement Administrator and Escrow Agent;
11 (ii) preliminarily approve this Agreement for purposes of disseminating notice to the Class;
12 (iii) approve the form and contents of the Notice;
13 (iv) provide that Class Members may object to this Agreement prior to the Final Approval
14 Hearing according to a designated schedule; and

15 (v) schedule a Final Approval Hearing to (1) review comments and/or objections regarding
16 this Agreement, (2) consider the fairness, reasonableness, and adequacy of this Agreement, (3)
17 consider whether the Court should issue a Final Approval Order approving this Agreement,
18 awarding any Fee Awards, and dismissing this Action with prejudice, and (4) consider such other
19 matters as the Court may deem appropriate.

20 **B. Class Member Identifying Information**

21 Class Counsel and Defendants have met and conferred and agreed that the Class includes
22 the 23 people enumerated above. Within three (3) business days of the Court entering the
23 Preliminary Approval Order, Class Counsel shall present the Class List to the Settlement
24 Administrator. The Class List will contain all known contact information for Class Members,
25 including emails, phone numbers, addresses, Social Security Numbers, and ITINs, to the extent
26 available to Class Counsel and/or Defendants.

27 **C. Mailing of Class Member Notice**

28 No later than 15 business days after the Court orders issuance of notice to the Class,, the

1 Settlement Administrator or Class Counsel shall electronically distribute and mail the approved
2 Class Member Notice for whom an email address or mailing address is known. Any Class Member
3 Notice returned undeliverable shall be traced once to obtain a new address and be re-mailed by first
4 class mail. The addresses to which these documents are to be mailed shall be determined by the
5 Settlement Administrator or Class Counsel from the Class List, subsequent searches the Settlement
6 Administrator and/or Class Counsel performs, and by such other means as the Settlement
7 Administrator and/or Class Counsel customarily uses to locate Class Members in administration of
8 class action settlements. The Class Member Notice will also be available online at a website set up
9 by Class Counsel or the Class Administrator.

10 The Parties agree that compliance with the procedures described in this paragraph shall
11 constitute due and sufficient notice to Class Members of this proposed settlement and the Final
12 Approval Hearing and shall satisfy the requirement of due process.

13 At least five (5) days prior to the Final Approval Hearing, the Settlement Administrator
14 and/or Class Counsel shall provide the Court with a declaration of due diligence and proof of
15 mailing with regard to (i) the mailing and electronic distribution of the Class Member Notice, (ii)
16 attempts to locate Class Members, and (iii) the number of Class Members whose Class Member
17 Notices were returned as undeliverable after all attempts to locate a correct address.

18 **D. Contents of Class Member Notice**

19 The Class Member Notice shall be in English and shall fairly inform the Class Members of
20 the general nature of this action, the financial and other terms of this Agreement particularly
21 significant to the Class Members, and the general procedures and deadlines for submitting an
22 objection to the settlement or excluding oneself from the class, in simple and easily understood
23 language. The Class Member Notice shall be individualized, identifying the respective Class
24 Member by his or her name and current email or mailing address, and providing the total number
25 of days spent in Clinton, Oklahoma, by the respective Class Member as calculated by Class
26 Counsel based on Defendants' records, his or her expected Individual Settlement Payment, and the
27 total expected class payment. The notice shall have a "Babel notice" in Tagalog that informs
28 claimants, in Tagalog: "This notice is being sent because you are a member of a class action that

1 has settled. To learn more about your rights and your ability to receive payment if the settlement is
2 approved, call (888) 820-1293 or send an email to schumacher_lawsuit@legalaidatwork.org and a
3 lawyer that represents the class will call you back with a Tagalog interpreter." The Class Member
4 Notice shall inform Class Members of the ability to provide a change of address and information
5 about social security numbers or ITIN numbers by email, phone, or a website form. The Notice
6 shall include a claim form that allows Class Members the ability to report whether they would like
7 to receive the Individual Settlement Payment by mail, bank transfer, or select forms of digital
8 payment, using a digital service provider such as PayPal. Unless modified by the Court, the Class
9 Member Notice shall read substantially as set forth in Exhibit A hereto.

10 **E. Opting Out of the Class**

11 The members of the Class will be provided with a renewed opportunity to exclude
12 themselves from the class, by no later than sixty (60) days after the Class Member Notice was
13 initially distributed. The date of mailing of the Class Member Notice to the objecting Class
14 Member shall be conclusively determined according to the records of the Class Counsel. Class
15 members can exclude themselves by sending a request to be excluded to Class Counsel by mail or
16 email.

17 **F. Objections to Settlement**

18 In order to object to this Settlement, or any term of it, the Class Member making the
19 objection must, by no later than sixty (60) days after the Class Member Notice was initially
20 distributed to the objecting Class Member, electronically file with the Court a written statement of
21 the grounds of objection, signed by the objecting Class Member or his or her attorney, along with
22 all supporting papers. The date of mailing of the Class Member Notice to the objecting Class
23 Member shall be conclusively determined according to the records of the Settlement Administrator
24 and Class Counsel. The written objection shall include his or her name and address, include all
25 arguments, citations, and evidence supporting the objection (including copies of any documents
26 relied on), state that he or she is a Class Member, and provide a statement whether the objector
27 intends to appear at the Final Approval Hearing, with or without counsel, accompanied by the
28 signature of the objecting Class Member. The Court retains final authority with respect to the

1 consideration and admissibility of any of Class Member's objections. Counsel for the Parties shall
2 file any response to the objections submitted by objecting Class Members at least seven (7) days
3 before the date of the Final Approval Hearing.

4 **G. Class Settlement Website**

5 Within 15 days of Preliminary Approval Order, the Settlement Administrator or Class
6 Counsel shall establish a public website, which shall include instructions as to how to receive a
7 Class Member Notice and to provide additional or corrected Class Member contact information.
8 The site shall also make available a copy of this Agreement, the prior notice of certification of the
9 Class that was published and distributed to Class Members pursuant to the order of the Court
10 entered on December 10, 2021, and the Preliminary Approval Order, Class Counsel's applications
11 for attorneys' fees and costs (when filed with the Court), and the papers filed in support of final
12 approval of this Agreement (when filed with the Court). The website shall also provide up to date
13 information regarding the date, time, and location of the Final Approval Hearing.

14 **VII. PROCEDURES FOR FINAL APPROVAL**
15 **AND DISTRIBUTION OF SETTLEMENT PROCEEDS**

16 **A. Final Approval of Settlement**

17 No later than twenty-eight (28) calendar days before the Final Approval Hearing, or by
18 such other deadline as specified by the Court, Class Counsel shall apply to the Court for entry of
19 the Final Approval Order, which shall include, among other provisions, a request that the Court:

- 20 (a) dismiss the Action with prejudice and without costs, except as contemplated by this
21 Agreement;
- 22 (b) decree that neither the Final Approval Order nor this Agreement constitutes an
23 admission by any Defendant or Released Party of any liability or wrongdoing whatsoever;
- 24 (c) bar and enjoin all Class Members from asserting any of Plaintiffs' Released Claims
25 against any of the Released Parties;
- 26 (c) bar and enjoin Defendants from asserting any of Defendants' Released Claims
27 against any of the Plaintiffs or any Class Member;
- 28 (d) determine that this Agreement is entered into in good faith and represents a fair,

1 reasonable, and adequate settlement that is in the best interests of the Class Members; and

2 (e) preserve the Court's continuing and exclusive jurisdiction over the Parties and all
3 Class Members to administer, construe, and enforce this Agreement in accordance with its terms
4 for the mutual benefit of the Parties, but without affecting the finality of the Final Approval Order.

5 **B. Qualified Settlement Fund**

6 Within ten (10) days of the Court entering the Preliminary Approval Order, the Defendants
7 shall send to the Settlement Administrator the TSA, with which the Settlement Administrator shall
8 establish the Settlement Fund. Should the Court deny final approval of the settlement, the
9 Settlement Administrator shall return the TSA to Defendants minus reasonable settlement
10 administration costs incurred to date. The Settlement Administrator assumes all responsibility for
11 tax reporting requirements for and payments of contributions and withholdings from the TSA, as
12 well as for any and all obligations regarding notice, tax reporting, and escheat requirements (which
13 the Parties do not intend) through the Settlement Fund.

14 **C. Date and Method of Payments; First Distribution**

15 Within ten (10) days of the Date of Finality, the Settlement Administrator shall mail and/or
16 disburse the Individual Settlement Payments to each Class Member at the address shown on the
17 Class Member Notice, or any later corrected address, or deliver those payments by ACH, wire
18 transfer, or via digital transfer using a digital service provider such as PayPal, Zelle, Venmo, as
19 requested by the Class Members. Also within ten (10) days after the Date of Finality, any court-
20 approved Service Awards to be paid to the Class Representatives shall be transmitted by the
21 Settlement Administrator to the Class Representatives via separate check, ACH, wire transfer, or
22 digital transfer made payable to each individual Class Representative. Also within ten (10) days
23 after the Date of Finality, the Fee Award shall be paid by the Settlement Administrator by checks
24 or wire transfers, payable to Class Counsel as ordered by the Court. Proof of all of these payments
25 by the Settlement Administrator will be provided to Class Counsel and Defendants' Counsel by the
26 Settlement Administrator within seven (7) business days after the last payment is made. Class
27 Counsel shall file such proof of payment with the Court if so ordered.

28

1 **D. Payments to Settlement Administrator**

2 The Settlement Administrator shall submit a monthly invoice to the Class Counsel and
3 Defendants' Counsel and, if approved by Class Counsel and Defendants' Counsel, such invoices
4 shall be paid solely out of the TSA. The Settlement Administrator shall submit a final invoice to
5 Class Counsel and Defendants' Counsel, including a reasonable estimate of any remaining
6 settlement administration work to be done in order to complete the settlement administration
7 process, within five (5) days after entry of the Final Approval Order, which if approved by Class
8 Counsel and Defendants' Counsel, will be paid solely from the TSA. In no event shall monies paid
9 to the Settlement Administrator exceed \$11,500 without approval by the Court.

10 **E. Attempt to Locate Additional Class Members and Second Distribution**

11 Class Members shall have 60 days from the date of the original mailing of the Individual
12 Settlement Payments made by check to cash them. Any payments that remain undeposited upon the
13 expiration of the 60-day period will be void. The Settlement Administrator will give written notice
14 to Class Counsel of any uncashed checks fifteen (15) business days before the expiration of the 60-
15 day period, so that Class Counsel can remind Class Members of the payments.

16 The Settlement Administrator will give written notice to Class Counsel and Defendants'
17 Counsel of the total amount of funds represented by the uncashed checks, plus any interest earned
18 on such amounts and remaining in the NSF, within five (5) business days after the expiration of the
19 60-day period.

20 Within 10 days after the expiration of the 60-day period, the Settlement Administrator will
21 give written notice by mail and email to Class Members who did not cash an initial Individual
22 Settlement Payment, and provide them 30 days from the date of mailing to request that the check
23 be sent to a new address or resent to the same address, or to request that payment be delivered by
24 direct deposit or via digital transfer using a digital service provider such as PayPal, Zelle, Venmo.

25 Within 14 days of the deadline for Class Members to request a new check, provide updated
26 address information, or request electronic payment, the Settlement Administrator will send new
27 Individual Settlement Payment checks to Class Members who did not cash the initial checks, if the
28 Class Member requested a new check or checks be sent to them, or deliver those payments by

1 direct deposit or via digital transfer using a digital service provider such as PayPal, Zelle, Venmo,
2 if requested by the Class Member. Class Members shall have 60 days from the date of the mailing
3 of these Individual Settlement Payment checks to cash them.

4 **F. Additional Distribution and Cy Pres Distribution**

5 Any checks sent remaining uncashed upon the expiration of the second 60-day period will
6 be void. The amount represented by uncashed checks shall be paid via an additional distribution to
7 Class Members who cashed their checks, on a pro-rata basis according to the formula used to
8 calculate the original Individual Settlement Payments, and via the same method of payment as the
9 initial payment.

10 There shall be no additional distribution if the aggregate amount remaining from the
11 uncashed checks is less than \$2,000. Should such remaining funds total less than \$2,000, they shall
12 be paid to Towards Justice as a *cy pres* beneficiary, as will any amounts represented by checks and
13 payments from the additional distribution that remain uncashed or undeposited 60 days after
14 mailing.

15 **VIII. RELEASES AND BARS**

16 **A. Mutual Release**

17 On the Date of Finality, the Plaintiffs and each Class Member fully, finally, and forever
18 release, settle, and compromise any and all claims, counterclaims, cross-claims, defenses,
19 controversies, and causes of action against Defendants that arise out of their employment and/or
20 any other previous dealings with the Defendants during the Release Period (including any claims in
21 contract, tort, equity, statute, common law, or otherwise that were or could have been asserted
22 against Defendants in this Action) (the "Plaintiffs' Released Claims"). This release extends to
23 Defendants and their respective related individuals/entities, agents, employees, principals,
24 representatives, attorneys-in-fact, legal counsel, predecessors, successors, and assigns (the
25 "Released Parties").

26 The Defendants fully, finally, and forever release, settle, and compromise any and all
27 claims, counterclaims, cross-claims, defenses, controversies, and causes of action they may have
28 against Plaintiffs and each Class Member that arise out of the Plaintiffs' and each Class Member's

1 employment and/or any other previous dealings with the Defendants during the Release Period
2 (including any claims in contract, tort, equity, statute, common law, or otherwise that were or could
3 have been asserted against the Plaintiffs or each Class Member in this Action) (the "Defendants'
4 Released Claims").

5 This Agreement thereby constitutes a covenant not to sue on or further prosecute the claims
6 being released herein.

7 The Parties are aware that they may hereafter discover claims or facts in addition to or
8 different from those they now know or believe to be true. Nevertheless, it is the intention of the
9 Parties to fully, finally, and forever settle and release the claims being released herein, whether
10 now known and/or which may become known in the future. Furthering such intention, the release
11 given herein shall be and remain in effect as a full and complete release of all such matters
12 notwithstanding discovery or existence of any additional or different claims or facts relative
13 thereto. The Parties waive the right to rely upon any statute, rule, common law doctrine, principle
14 of equity, or other law or theory which precludes the release of claims, causes of action, suits, or
15 damages arising from facts or legal theories which are not known or are different from those
16 known when a release is executed.

17 **B. Dismissal with Prejudice of the**
18 **Class Representatives in the Philadelphia Litigation**

19 Within five (5) days of the Parties' execution of this Agreement, Defendants will submit a
20 written request to Philadelphia Indemnity Insurance Company ("Philadelphia") that Philadelphia
21 take all steps necessary to have the Class Representatives dismissed with prejudice from the action
22 filed in the United States District Court for the Western District of Oklahoma, Case No. CIV-17-
23 1234-SLP (the "Philadelphia Litigation"), with said dismissal to note that, as between the Class
24 Representatives and Philadelphia, the Class Representatives and Philadelphia are to bear their own
25 expenses including, but not limited to, costs, attorney fees, and expert witness fees.

26 **C. MMSEA Compliance**

27 Plaintiffs agree and acknowledge that all Class Members have been advised, or will be
28 advised by their counsel, that any payment to any Class Member is the sole responsibility of such

1 Class Member or their representatives. Plaintiffs further agree and acknowledge that each Class
2 Member and/or his/her/their estate, if applicable, will agree to investigate and to assume any
3 responsibility and/or liability to pay any current Medicare liens, Medicare Advantage Plan liens,
4 Medicaid liens, and/or private health insurance liens that may be related to the alleged injuries
5 and/or damages at issue in the Action. Plaintiffs do not believe there are any such liens, and
6 Plaintiffs and the class did not seek damages for physical harm or medical expenses. Further, each
7 Class Member and/or his/her/their estate, if applicable, agrees to pay any future Medicare,
8 Medicare Advantage Plan, Medicaid, and/or private health insurance liens that may arise that are
9 determined to be related to the alleged injuries and/or damages at issue in the Action. Class
10 Counsel agrees to withhold sufficient funds from the TSA to fully satisfy any and all Medicare,
11 Medicare Advantage plan, Medicaid, private health insurance, or any other liens that may exist. In
12 the event such a lien (Medicare, Medicare Advantage Plan, Medicaid, private health insurance, or
13 any other liens that may exist) does in fact exist, Class Counsel shall provide Defendants with a
14 copy of any and all correspondence reflecting that any such liens have been fully satisfied. Each
15 Class Member agrees, to the extent of any payment to such Class Member, to indemnify, defend,
16 and hold harmless Defendants and Philadelphia from any action by Medicare seeking payment of
17 past, current, or future medical expenses that such Class Member has received. Class Members
18 shall further hold Defendants and Philadelphia harmless from any and all adverse consequences in
19 the event any payment to a Class Member under this Agreement results in the loss of right to Social
20 Security and/or Medicare benefits to the extent the Class Member would have been entitled to
21 those benefits in the absence of such payment.

22 **IX. GENERAL PROVISIONS**

23 **A. Entire Agreement**

24 This Agreement constitutes the entire agreement between the Parties relating to the
25 settlement of this Action, and is the final, complete, and exclusive expression of the terms and
26 conditions of their agreement. Any and all prior agreements, representations, negotiations, and
27 understandings, oral or written, express or implied, are hereby suspended and merged herein.
28

1 **B. Authority**

2 The signatories hereto represent, warrant, and certify that they have the right, power, and
3 authority to enter into and be bound by the terms of this Agreement.

4 Class Counsel warrants and represents that it is authorized by each Class Representative,
5 and Defendants' Counsel warrants that it is authorized by Defendants, to take all appropriate action
6 required to effectuate the terms of this Agreement, except for signing any documents, including but
7 not limited to this Agreement, that are required to be signed by the Parties.

8 **C. Governing Law**

9 All terms of this Agreement shall be governed by and interpreted according to the laws of
10 the State of Oklahoma, without giving effect to conflict of laws principles. The exclusive forum
11 for any dispute arising out of, related to, or connected in any way with this Agreement shall be the
12 United States District Court for the Western District of Oklahoma.

13 **D. Binding on Successors**

14 This Agreement shall be binding upon, and inure to the benefit of, the successors of the
15 Parties.

16 **E. Modification Only in Writing**

17 This Agreement may be amended or modified only by a written instrument signed by all
18 Parties (or their successors in interest) and their counsel.

19 **F. No Reliance on Representations**

20 The Parties have made such investigation of the facts and the law pertaining to the matters
21 described herein and this Agreement as they deem necessary, and have not relied, and do not rely,
22 on any statement, promise, or representation of fact or law made by any of the other Parties, or any
23 of their agents, employees, attorneys, or representatives, with regard to any of their rights or
24 asserted rights, or with regard to the advisability of making and executing this Agreement, or with
25 respect to any such matters. No representations, warranties, or inducements have been made to any
26 party concerning this Agreement.

27 **G. Construction of This Agreement**

28 The Parties agree that the terms and conditions of this Agreement are the result of lengthy,

1 intensive, arm's-length negotiations between them, and that this Agreement shall not be construed
2 in favor of or against any Party by reason of the extent to which any Party or their counsel
3 participated in the drafting of this Agreement.

4 **H. Assignment**

5 None of the rights, commitments, or obligations recognized under this Agreement may be
6 assigned by any Party, Class Member, Class Counsel, or Counsel for Defendants without the
7 express written consent of each other Party and their respective counsel hereto. The
8 representations, warranties, covenants, and agreements contained in this Agreement are for the sole
9 benefit of the Parties under this Agreement and shall not be construed to confer any right or to avail
10 any remedy to any other person.

11 **I. No Admission of Liability**

12 The Parties acknowledge that they make *no admission of liability* by entering into this
13 Agreement. Rather, the Parties have entered into this Agreement solely to avoid the burden,
14 expense, and risk of continuing the Action. The Parties further agree that this Agreement and the
15 terms and conditions hereof may not be admitted into evidence against any Party in any legal
16 proceeding for purposes of establishing liability as to any claims asserted other than a claim
17 seeking to enforce the terms of this Agreement.

18 **J. Mutual Full Cooperation**

19 The Parties agree to fully cooperate with each other to accomplish the terms of this
20 Agreement, including but not limited to executing such documents and taking such other action as
21 may reasonably be necessary to implement the terms of this Agreement. The Parties to this
22 Agreement shall use their best efforts, including all efforts reasonably contemplated by this
23 Agreement, and any other efforts that may become reasonably necessary by order of the Court or
24 otherwise to effectuate this Agreement, and the terms set forth herein. In the event the Parties are
25 unable to reach agreement on the form or content of any document needed to implement the
26 settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
27 the settlement, the Parties agree to seek the assistance of the Court.

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K. Entity Signatures

Any individual executing this Agreement, or any related document, on behalf of a corporation, entity, or organization who, as shown by the signature blocks below, is to execute this Agreement, hereby warrants and promises for the benefit of all Parties hereto that he or she has been duly authorized by such corporation, entity, or organization to execute this Agreement on behalf of such corporation, entity, or organization.


L. Counterparts and Electronic Signatures

This Agreement may be executed separately in counterparts, and a facsimile or electronic signature shall be as good as an original signature. Counterparts shall have the same force and effect as if executed at the same time in one place. A copy of this Agreement shall have the same force and effect as the original.


DATED: 1/24/24


Walter Schumacher on behalf of
HOTELMACHER, LLC, dba HOLIDAY INN
EXPRESS


DATED: 1/24/24


Walter Schumacher on behalf of
STEAKMACHER, LLC, dba MONTANA
MIKE'S STEAKHOUSE

DATED: 1/24/24



Walter Schumacher on behalf of
SCHUMACHER INVESTMENTS, LLC, dba
WATER ZOO; APEX USA, INC.; WALTER
SCHUMACHER; and CAROLYN
SCHUMACHER

DATED: 1/24/24

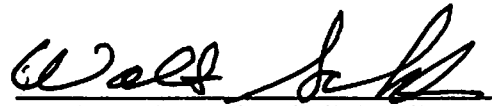

Walter Schumacher, on behalf of APEX USA,
INC.

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DATED: 1/24/24


Walter Schumacher, individually

DATED: 1/24/24


Carolyn Schumacher, individually
Carolyn Schumacher

DATED: _____

Madelyn Casilao

DATED: _____

Harry Lincuna

DATED: _____

Allan Garcia

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DATED: _____

Walter Schumacher, individually

DATED: _____


Carolyn Schumacher, individually

DATED: 23/01/2024


Madelyn Casilao (Jan 23, 2024 17:16 PST)


Madelyn Casilao

DATED: 23/01/2024


Harry Lincuna (Jan 23, 2024 19:15 EST)

Harry Lincuna

DATED: 23/01/2024


Allan Garcia (Jan 23, 2024 20:37 EST)

Allan Garcia

Exhibit A

UNITED STATES DISTRICT COURT WESTERN DISTRICT OF OKLAHOMA
 Madelyn Casilao et. al. v. Hotelmacher LLC et. al | Case No. 5:17-cv-00800-SLP

FOR:
 Jane Doe
 ADDRESS
 ADDRESS
 EMAIL

Visit [websitetc]
 for more information

This notice is being sent because you are a member of a class action that has settled. To learn more about your rights, and your ability to receive payment if the settlement is approved, call (888) 820-1293 or send an email to schumacher_lawsuit@legalaidatwork.org and a lawyer that represents the class will call you back with a Tagalog interpreter.
 [Tagalog]

Notice of Class Action Settlement for Filipino H-2B Workers at Walter and Carolyn Schumacher-Owned Companies from 2008 to 2014

This notice affects your rights. Please read the entire notice carefully and **please respond**. In 2021, the Court approved this case as a class action for the Filipino H-2B workers who worked for Walter and Carolyn Schumacher-owned companies between 2008 and 2014. In December 2023, the parties reached a settlement. On [DATETK], the Court will hold a hearing and consider whether to approve the settlement. You have the right to object to the settlement at this hearing if you do not believe it is fair, reasonable, and adequate. The purpose of this Notice is to tell you about the settlement, explain how your rights may be affected by the settlement, and tell you about your options. Your legal rights may be affected, and you have a choice to make now:

Basic Information about the Settlement

The Defendants have agreed to pay \$730,000 to resolve the claims of the class, including fees and costs incurred by your lawyers, service awards to the named Plaintiffs, and costs to administer the settlement.

Under the proposed settlement, you will be paid no less than \$[AMTTK].

You must let us know how you want to be paid and confirm your information before you can be paid as part of the settlement process. You can confirm this information by calling (888) 820-1293 or going to [websitetc] and entering in the following information, or filling out the claim form at the end of this notice and mailing it to the address on the form.

Website Username: [usernameetc]

Password: [passwordetc]

Your Rights and Options

Option	Description	Deadline
Provide your information and preferred method of payment.	We need to make sure we have your accurate information to pay your portion of the settlement. Please confirm your information by either going to [websitetc], calling (888) 820-1293, or sending back the last page of this notice to [ADDRESSTK].	[DATETK]
Opt Out of the Class Action	You may ask to be excluded from this lawsuit and pursue your own lawsuit. If you ask to be excluded from this lawsuit, you will not participate in the settlement in this lawsuit, but you will	[DATETK]

This notice and its contents have been authorized by the United States District Court for the Western District of Oklahoma, the Honorable Scott L. Palk presiding.

	keep any rights to sue Defendants separately about the same legal claims in this lawsuit.	
Object to the settlement.	File an objection with the Court by [DATETK] or appear at the Final Approval Hearing to explain why you do not like the settlement. Additional instructions on how to object can be found at page [TK].	[DATETK]

Information about the Case

1. Why did I get this notice?

You received this notice because records show that between 2008 and 2014, you came to the United States from the Philippines on an H-2B visa, and that one or more of the following companies or people allegedly either petitioned for you to come to the United States or was your alleged de-facto employer: Hotelmacher LLC, doing business as Holiday Inn Express; Steakmacher, LLC, doing business as Montana Mike’s Steakhouse; Schumacher Investments, LLC, doing business as Water Zoo; Apex USA, Inc.; Walter Schumacher; Carolyn Schumacher.

A class action lawsuit has been brought against these companies and individuals claiming that they recruited H-2B workers from the Philippines through false promises about pay and working conditions. Defendants deny all of the allegations in the lawsuit. The lawsuit is known as *Casilao et al. v. Hotelmacher, et al.*, No. 17-cv-583-SLP (W.D. Okla.). The Honorable Scott L. Palk, United States District Court Judge in the Western District of Oklahoma, is overseeing this lawsuit.

This notice is being sent to you because you are a member of the Class in this lawsuit, are entitled to participate in the settlement, and can object to the settlement if you do not think it is fair, reasonable, and adequate. This notice explains the proposed settlement. To review the settlement agreement and other documents, visit [*websitetk*]. For more information, you may also contact class counsel at (888) 820-1293 or schumacher_lawsuit@legalaidatwork.org.

2. What is a class action and who is involved?

In a class action lawsuit, one or more people, “Class Representatives,” sue on behalf of other people who have similar claims. All those people together are the “Class” or “Class Members.” The Class Representatives and Class Members together are the “Plaintiffs” or “Class.” The people being sued are the “Defendants.” In this case, the Defendants are Hotelmacher LLC, doing business as Holiday Inn Express; Steakmacher, LLC, doing business as Montana Mike’s Steakhouse; Schumacher Investments, LLC, doing business as Water Zoo; Apex USA, Inc.; Walter Schumacher; and Carolyn Schumacher.

3. What is this lawsuit about?

Plaintiffs claim that Defendants made a number of false promises to Plaintiffs to recruit them to work in Clinton, Oklahoma. Plaintiffs say that once they arrived in Clinton, Oklahoma, the Defendants did not keep their promises, which allegedly included: reimbursement for the cost of travel to Clinton; providing free food and housing in Clinton; full-time work; and/or to be paid at a fixed hourly rate (or “guaranteed minimum”). Plaintiffs also claim that by breaking these promises, the Defendants breached the contracts they entered into with the Plaintiffs and the Philippine government and forced the Plaintiffs to labor for Defendants on Defendants’ terms. The Plaintiffs are asking for compensation from Defendants to remedy the broken promises and forced labor they were subjected to in Clinton, Oklahoma. Defendants deny all of Plaintiffs’ allegations.

The Court has not decided who is right or wrong. By allowing this case to proceed as a class action, the Court did not suggest that the Plaintiffs will win or lose the case. The parties have agreed to settle the claims instead of proceeding to trial.

4. Why is this lawsuit a Class Action?

The Court has decided that this lawsuit can be a class action because, in the Court's view, this lawsuit meets the requirements of Federal Rule of Civil Procedure 23, which governs class actions in federal courts. More information about why the Court is allowing this lawsuit to be a class action is in the Court's Order certifying the Class, available at [websitesk].

5. Am I part of the Class?

The Class certified by Judge Palk includes all Filipino nationals who came to the United States as H-2B temporary workers between January 1, 2008, and December 31, 2014 and were sponsored by or worked for one of the Defendants upon arrival to the United States.

If you are not sure whether you should be included in this lawsuit, you can get free help by contacting the lawyers appointed by the Court to represent the Class in this case at (888) 820-1293 or schumacher_lawsuit@legalaidatwork.org. Do not contact the Court.

The Settlement Agreement and Its Benefits

6. What does the proposed settlement provide?

The Defendants have agreed to pay \$730,000 to resolve the claims of the class. The Defendants dispute that they violated any laws or engaged in any unlawful conduct.

The \$730,000 will be used to make:

- individual payments to the 23 members of the class, totaling at least \$458,500;
- fees and costs incurred by your lawyers, as approved by the Court, up to \$215,000;
- service awards, as approved by the Court, up to \$15,000 per named Plaintiff, and up to \$45,000 in total;
- costs to administer the settlement, as approved by the Court, up to \$11,500.

7. How much will my settlement payment be? And how was it calculated?

After deductions of the Court-approved fees, costs, and service awards, the remaining sum that will be used to make individual payments to the 23 members of the class ("Net Settlement Fund") will be at least \$458,500.

If the settlement is approved, you will be paid a portion of the Net Settlement Fund based on the number of days you spent in Clinton, Oklahoma, as an employee of the Defendants.

Your *estimated* settlement payment under the terms of the class-action settlement will be: <<TotalAmount>>, based on our understanding that you arrived in Clinton, Oklahoma on <<arrival date>>, and stopped working for Defendants on <<departure date>>.

This information will be based on records provided by Defendants, and the calculations done by Class Counsel and the Settlement Administrator. If you believe you were in Clinton, Oklahoma working for the Defendants for more time, please reach out to Class Counsel. The final payment you receive may be lower or higher than the estimated amount listed above. The exact amount you will receive cannot be calculated at this time because it is not known how many class members will participate in the settlement, and the Court has not yet approved the amounts that will be deducted from the Settlement Fund, which include Class Counsel's attorneys' fees and expenses, Settlement Administrator costs, and service awards to the Plaintiffs who brought this lawsuit.

If Medicare, Medicaid or a private health insurance plan paid for medical care you received that was related to or arising from your employment with Defendants, please contact Class Counsel. Under the settlement, you agree to pay any liens asserted by Medicare, Medicaid or a private insurance plan that are determined to be related to the alleged injuries and/or damages at issue in the Action. Plaintiffs do not believe there are any such liens, and Plaintiffs and the class did not seek damages for physical harm or medical expenses.

8. Will I owe any taxes?

For tax reporting purposes, you will receive an IRS Form 1099-MISC for all settlement amounts. You will owe taxes on these payments. You should speak with an accountant or other tax advisor if you have any questions about the tax consequences of your settlement proceeds.

If you do not provide Class Counsel or the Settlement Administrator with an ITIN or Social Security Number, 28 percent of the settlement amount will be withheld as “backup withholding.”

9. What are the Defendants receiving from this settlement?

The class members will issue a release of liability for all claims that could have been brought against the Defendants in this lawsuit, and Defendants will no longer have to defend this lawsuit.

How to Get a Payment?

10. How will I receive my payment?

If you fill out a claim form, you can select how you would like to get paid, which could include a variety of digital options or by paper check. If you do not fill out a claim form, a check will be mailed to you if Class Counsel or the Settlement Administrator has a known mailing address for you.

11. When should I get my payment?

The Court will have a Final Approval Hearing on DATETK, to decide whether to approve the settlement. You should receive your payment within a few months if the Court approves the settlement. However, payment will be delayed if there are appeals.

How to Object?

12. How can I object to the lawsuit?

If you are a Class Member, you can object to the settlement if you do not like any part of it. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement or change the terms of the settlement; the Court can only approve or reject the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue. You may object to the proposed settlement in writing, or you or your attorney may appear at the Final Approval Hearing. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must be filed with the Court and must identify:

- a) your full name, current mailing address, and telephone number;
- b) the case name and number *Casilao et. al. v. Hotelmacher LLC et. al.*, Case No. 5:17-cv-00800-SLP;
- c) your positions, including the grounds for the objection;
- d) whether the objection applies only to the objector, to a subset of the class, or to the entire class;
- e) copies of any documents supporting the objection;
- f) the identity of any attorneys representing the objector;
- g) whether you (or your attorney) intends to appear at the Final Approval Hearing;
- h) a list of all other matters in which you and/or your attorney has lodged an objection to a class action settlement; and
- i) your signature or the signature of your attorney.

The written statement must be filed with the United States District Court for the Western District of Oklahoma on or before [datetk; 60 day after mailing]. You must also mail copies of the objection to class counsel.

13. How do I ask to be excluded from (i.e., opt out of) the Class?

To exclude yourself from (i.e., opt out of) the Class, you must send an “Opt Out Statement” in the form of a letter, sent by mail or email, stating that you want to be excluded from *Casilao v. Hotelmacher*. Be sure to include your name and a telephone number or email address and sign the letter. You must send your “Opt Out Statement” so that it is received or postmarked by [datetl; 60 day after mailing] to:

Mail: Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, CA 94104
Email: schumacher_lawsuit@legalaidatwork.org

You must follow these procedures precisely in order to exclude yourself from the Class. If you ask to be excluded, you will not receive any benefit from the case, whether through this settlement, judgment, or verdict. If you are a Class Member, you can object to the settlement if you do not like any part of it. You cannot opt out and object to the settlement.

The Final Fairness Hearing

14. When and where will the Court hold a hearing on the fairness of the Settlement?

The Court will hold the Final Approval Hearing on [datetk] at the United States District Court for the Western District of Oklahoma, located at 200 NW 4th Street, Oklahoma City, Oklahoma 73102. The purpose of the hearing is for the Court to determine if the Settlement is fair, reasonable, adequate, and in the best interests of the Class.

At the hearing, the Court will hear any objections and arguments concerning the fairness of the proposed Settlement, including those related to the amount requested by Class Counsel for attorneys' fees, costs, and expenses and the service awards to named Plaintiffs. The location, date, and time (including any options for remote appearances) of the Final Approval Hearing are subject to change by Court order. Any changes will be posted at the Settlement Website, [websitetk], or through the Court's publicly available docket. You should check the Settlement Website to confirm the date and time have not been changed.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But you are welcome to attend the hearing at your own expense. If you send an objection, you don't have to come to Court to talk about it. If your written objection was filed or mailed on time and meets the other criteria described in this Settlement Notice, the Court will consider it. However, you may appear on your behalf or pay a lawyer to attend on your behalf to assert your objection if you would like.

16. May I speak at the hearing?

Yes. If you do not exclude yourself from the Settlement Class, you (or your attorney) may appear and speak at the Final Approval Hearing concerning any part of the proposed Settlement.

The Lawyers Representing You

17. Do I have a lawyer in this case?

The attorneys who represent the Plaintiffs and the Class Members are called "Class Counsel." The Court has decided that these lawyers are qualified to represent you and other Class Members. The Court has designated them as Class Counsel in this lawsuit based on a determination that they are capable and experienced in handling similar cases. If you stay in the Class (*i.e.*, you do not exclude yourself), you will be represented by Class Counsel. More information about Class Counsel is available at [websitetk], and you can contact them at schumacher_lawsuit@legalaidatwork.org. They are:

George A. Warner
LEGAL AID AT WORK
180 Montgomery Street, Suite 600
San Francisco, CA 94104
Telephone: (415) 864-8848

Christopher J. Willett
Caitlin Boehne
EQUAL JUSTICE CENTER
314 E. Highland Mall Blvd., Ste. 401
Austin, Texas 78752
Telephone: (512) 474-0007

Eben Colby
Catherine Fisher
Alyssa Musante
500 Boylston Street, 23rd Floor
Boston, MA 02116
Telephone: (617) 573-4800

Meghan Lambert
ACLU OF OKLAHOMA
P.O. Box 13327
Oklahoma City, OK 73113
Telephone: (405) 525-3831

18. Do I need to hire my own lawyer?

You do not need to hire your own lawyer because Class Counsel is working on your behalf. But, if you want your own lawyer, you may hire one at your own expense.

19. How will the lawyers be paid?

You will not be required to pay any attorneys' fees or costs out of your own pocket. If the settlement is approved, these lawyers will be paid from the settlement amount. The lawyers will request a maximum of \$TK in attorneys' fees, and litigation costs.

Class Counsel's application for an award of attorney's fees and costs will be filed with the court by [DATETK] and may be viewed in the court file at [websitetk] or the United States District Court for the Western District of Oklahoma. You have a right to express your opinion about this request and the final decision on payment to the lawyers will be made by the Court. If you want to be represented by your own lawyer, you may hire one at your own expense.

20. Will the Class Representatives receive any payments?

Class Counsel will request approval from the Court for a total \$45,000 in service awards for the three named Plaintiffs for their efforts in pursuing this lawsuit, and willingness to accept the risks of being a representative.

Class Counsel will make their request for Plaintiffs' service awards, on or before [DATETK].

Additional Information

21. What happens next?

If the settlement is approved, the Settlement Administrator will distribute funds per the settlement terms.

22. Does my immigration status impact my ability to be part of the case?

No. You may be a Class Member regardless of your immigration status, and regardless of whether you reside inside or outside the United States.

23. Are more details available?

Yes. You can find more information on the case website, [websitetk], where you will find the lawsuit that the Class Representatives filed with the Court on your and other Filipino H-2B workers' behalf, the settlement, and other documents. Or you may contact Class Counsel.

DATE x/x/2024

Claim Form for Casilao v. Hotelmacher Settlement

For your claim to be considered, you must timely complete this Claim Form. The Claim Form may be completed online at [website] or by mailing a completed Claim Form by [datetk] to:

*Casilao v. Hotelmacher c/o [claimsadministratorTK]
[addresstk]*

To ensure the accuracy and completeness of your claim, online claim submission is strongly encouraged. If you plan to mail in a Claim Form, then please type or legibly print all requested information, in blue or black ink.

Current Contact Information

Full Name: _____

Your Birth Date: _____ Social Security Number (if known): _____

Mailing Address: _____

Phone Number: _____ Email Address: _____

Payment Information

You can receive your payment via a variety of digital options such as Prepaid Mastercard, PayPal, Venmo, Direct Deposit/ACH, Zelle, or you can elect to receive a paper check. Please select the method by which you would like to receive the payment. A paper check will be mailed if a method of compensation is not selected.

How do you want to receive payment (check one):

- Direct deposit to your bank account
- Paper check
- Venmo
- Paypal
- Zelle
- Prepaid Mastercard

**** Form Continues on Next Page ****

Information about Time Spent Working for Defendants

The settlement distributes payments to the class members based on the number of days between the day they arrived in Clinton, Oklahoma, and the date that they stopped working for Defendants.

Our records show you arrived in Clinton, Oklahoma, on <<**arrival date**>>, and stopped working for Defendants on <<**departure date**>>.

If you disagree with this information, please tell us what day you believe you arrived in Clinton, and what day you believe you stopped working for Defendants, and attach any supporting information.

Arrival Date: _____, 2012

Last Day of Work: _____, 2012

I swear and attest under penalty of perjury that the above information is true and accurate, to the best of my knowledge.

Name: _____

Signature: _____

Date: _____

EXHIBIT 2

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF OKLAHOMA**

MADELYN CASILAO, HARRY
LINCUNA, and ALLAN GARCIA, on
behalf of themselves and all others
similarly situated,
Plaintiffs,

v.

HOTELMACHER LLC, dba HOLIDAY
INN EXPRESS; STEAKMACHER, LLC,
dba MONTANA MIKE'S STEAKHOUSE;
SCHUMACHER INVESTMENTS, LLC,
dba WATER ZOO; APEX USA, INC.;
WALTER SCHUMACHER; and
CAROLYN SCHUMACHER,
Defendants.

Case No.: CIV-17-800-SLP

**[PROPOSED] ORDER GRANTING PRELIMINARY
APPROVAL OF SETTLEMENT AND DIRECTING NOTICE**

Before the Court is Plaintiffs Madelyn Casilao, Harry Lincuna, and Allan Garcia's (collectively, "Plaintiffs") Unopposed Motion for Preliminary Approval of Class Settlement (Dkt. No. 302) (the "Motion"). Plaintiffs brought this action on behalf of a class of 23 Filipino workers against Defendants for allegedly violating 18 U.S.C. § 1589's prohibition against Forced Labor and allegedly breaching contracts made with the class and the Filipino government. This Court initially certified the Class in September 2021. (Dkt. No. 187.) In November 2023, the Parties reached a settlement in

principle to resolve this Action. Plaintiff filed the present Motion, seeking an order preliminarily approving the Settlement Agreement, on January 26, 2024.

Upon review of the Motion (Dkt. No. 302), the supporting documents and declaration thereto, and the Settlement Agreement, the Court finds that the Settlement Agreement should be preliminarily approved. Plaintiffs have shown that the Court will likely be able to: “(i) approve the proposal under Rule 23(e)(2); and (ii) certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B).

The Class proposed by the Settlement Agreement is identical to the class already certified by the Court. *Compare* Dkt. No. 187 at 4 *and* Settlement Agreement ¶ III.B. Thus, Plaintiffs have shown that the Court will likely be able to “certify the class for purposes of judgment on the proposal.” Fed. R. Civ. P. 23(e)(1)(B)(ii).

The Court is also likely to be able to “approve the proposal under Rule 23(e)(2).” Fed. R. Civ. P. 23(e)(1)(B)(i). Upon initial evaluation, it appears that the Settlement Agreement was fairly negotiated at arm's length; that the relief provided by the Settlement Agreement is substantial given the risks the Class faces by continuing to litigate the matter, and the possibility that a final resolution could take many more years of litigation; that the proposal treats Class Members equitably relative to each other; that the proposed method of distributing relief to the Class is designed so that as many Class Members as possible will receive payment; and the terms of any proposed awards of attorney's fees and costs and of service fees to the named Plaintiffs appear facially fair, and are subject to Court approval. Accordingly, preliminary approval and notice to the

Class are appropriate. The Motion (Dkt. No. 302) is GRANTED. The Court orders as follows:

1. The defined terms in this Order shall have the same meaning given such terms in the Settlement Agreement.
2. The Court appoints CPT Group as the Settlement Administrator under the terms of the Settlement Agreement.
3. The Court has reviewed the Settlement Agreement and the attached Notice of Class Action Settlement for Filipino H-2B Workers at Walter and Carolyn Schumacher-Owned Companies from 2008 to 2014 (“Notice”) and Claim Form (Exhibit A to the Settlement Agreement) and finds that the settlement memorialized therein is fair and falls within the range of reasonableness and potential for final approval, thereby meeting the requirements for preliminary approval, and that the Notice should go out to the Class Members in the manner described in the Settlement Agreement. The settlement appears to be reasonable considering the risk inherent in continuing with litigation. The Court also notes that the settlement is non-reversionary—no money will be returned to Defendants. The Court also notes that the settlement was the product of non-collusive, arms-length negotiation involving experienced counsel.
4. The Court approves the form and content of the proposed Notice and Claim Form and finds that the method of providing notice prescribed in the Settlement Agreement meets the requirements of the Federal Rules of Civil Procedure and due process, is the best notice practicable under the circumstances, shall constitute due and

sufficient notice to all persons entitled thereto, and complies with the requirements of the Constitution of the United States, and all other applicable laws.

5. Pursuant to Fed. R. Civ. P. 23(e)(2), the Final Approval Hearing shall be held before this Court on _____, at the United States District Court for the Western District of Oklahoma, located at 200 NW 4th Street, Oklahoma City, Oklahoma 73102, or by videoconference or telephonic means, to consider: (a) whether the proposed settlement of the Action on the terms and conditions provided for in the Settlement Agreement is fair, reasonable and adequate and should be given final approval by the Court; (b) whether a final judgment should be entered; (c) whether to award payment of attorneys' fees, costs, and expenses to Class Counsel and in what amount; and (d) whether to award payment of a Service Award to the named Plaintiffs and in what amount. The Court may reschedule the Final Approval Hearing without further written notice to Class Members, except that the Settlement Administrator or Class Counsel will update the website maintained pursuant to the Settlement Agreement (the "Settlement Website") to reflect the current information about the date and time for the Final

Approval Hearing. If the Court chooses to hold the Final Approval Hearing by videoconference or telephonic means, notice will be posted on the Settlement Website.

6. For the purposes stated and defined in the Settlement Agreement, the Court hereby sets the following deadlines:

Event	Deadline
Deadline for sending Notice and Claim Form to Class Members by email or mail and post the Notice and Claim Form on settlement website.	15 business days after entry of the Preliminary Approval Order
Deadline for Class Counsel to file motion for an award of attorneys' fees and litigation costs.	21 calendar days after entry of the Preliminary Approval Order
Deadline for receipt of objections or opt-out requests.	60 calendar days after the Notice is initially distributed to the Class Member.
Deadline for filing of papers in support of final approval of the Settlement Agreement.	28 calendar before the date of the Final Approval Hearing.
Deadline for Defendants to file proof of compliance with the notice requirements of CAFA	7 calendar days before the date of the Final Approval Hearing.
Deadline for the Parties to respond to any objections.	7 calendar days before the date of the Final Approval Hearing.
Final Approval Hearing	[To be set at the Court's convenience at least 110 days from entry of the Preliminary Approval Order.]

If one of the above deadlines falls on a holiday or weekend, the deadline will move to the next business day. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further written notice to the Class.

7. As provided in the Settlement Agreement, Defendants shall serve the notice required under the Class Action Fairness Act, 28 U.S.C. § 1715, *et seq.* (“CAFA”) no later than ten (10) calendar days following the filing of the Settlement Agreement with the Court. Defendants are solely responsible for the costs of the CAFA notice and administering the CAFA notice. No later than seven (7) calendar days before the Final Approval Hearing, Defendants shall cause to be served on Class Counsel and filed with the Court proof, by affidavit or declaration, regarding compliance with the notice requirements of CAFA.

8. The Court hereby approves and adopts the procedures, deadlines, and manner governing all requests to be excluded from the Class, or for objecting to the proposed settlement, as provided for in the Settlement Agreement.

9. All charges of the Settlement Administrator for administration of the settlement, computation, and mailing of Individual Settlement Payments, administration of the qualified settlement fund and otherwise administering the claims process, and all costs and expenses incurred related thereto, shall be paid from the Settlement Fund, and shall not exceed \$11,500 without Court approval.

10. If the settlement is not approved or consummated for any reason, the Settlement Agreement and all proceedings in connection therewith shall terminate without prejudice to the status quo ante and rights of the Parties to the Action as they

existed prior to the date of the execution of the Settlement Agreement, except as otherwise provided in the Settlement Agreement.

11. All proceedings in the Action, other than such proceedings as may be necessary to carry out the terms and conditions of the Settlement Agreement, are hereby stayed and suspended until further order of this Court. Pending final determination of whether the Settlement should be approved, the Court bars and enjoins Plaintiffs, and all other members of the Class, from commencing or prosecuting any and all of the Plaintiffs' Released Claims against each and all of the Released Parties, and bars and enjoins Defendants from commencing or prosecuting any and all of the Defendants' Released Claims against each and all of the Plaintiffs and Class Members.

IT IS SO ORDERED.

SCOTT L. PALK
UNITED STATES DISTRICT JUDGE