

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

HOPE ESCORT, and ANTHONY BARRATT
on behalf of themselves and all similarly situated
individuals,

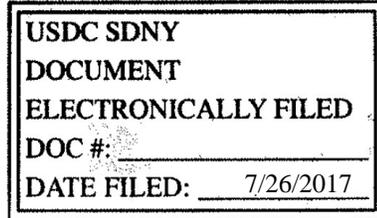
Plaintiffs,

v.

CITIGROUP, INC., CITIBANK, N.A.,
CITIGROUP TECHNOLOGY, INC., OPEN
SYSTEMS TECHNOLOGIES, INC. and
PRINCETON INFORMATION LTD.

Defendants.

Case No.: 1:15-cv-04487-VSB



**~~PROPOSED~~ ORDER (1) CONFIRMING CERTIFICATION OF CLASS AND
COLLECTIVE ACTION FOR SETTLEMENT PURPOSES; (2) GRANTING FINAL
APPROVAL OF CLASS AND COLLECTIVE ACTION SETTLEMENT; AND
(3) ENTERING FINAL JUDGMENT**

This matter came on for hearing upon the Court’s Order of March 30, 2017 following the Plaintiffs’ unopposed motion for final approval of the settlement in this action. Due and adequate notice having been given to the Settlement Class (as defined below), and the Court having considered all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in the above captioned matter, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

- a. The Court has jurisdiction over the subject matter of the above-captioned action, the named Plaintiffs Hope Escort and Anthony Barratt (“Class Representatives”), Citigroup Inc., Citibank, N.A., Citigroup Technologies, Inc., (collectively, “Citi”) Princeton Information Ltd (“PI”), and Baha

Industries Corp. d/b/a Open Systems Technologies (“OST”) (collectively, “Defendants”) and all members of the Settlement Class, which consists of all individuals employed by Defendants PI, OST, and/or third parties RMS Computer Corporation (“RMS”), Sans Consulting Services, Inc. (“SCS”), and Mitchell Martin, Inc. (“MMI”) (collectively “Third Party Indemnitors”) and who provided services to Defendants Citigroup Inc., Citigroup Bank, N.A., Citigroup Technology, Inc. (collectively, “Citi”), and/or any other Citi affiliate in the position of “Know Your Customer” or “KYC” Analyst for one or more days between June 10, 2009 and the Preliminary Approval Date of March 30, 2017 (collectively the “Settlement Class” or “Settlement Class Members”).

- b. The term Stipulation shall refer to the Joint Stipulation of Class and Collective Action Settlement and Release filed by the parties in this case in connection with their application for preliminary approval of this matter, and all terms herein shall have the same meaning as terms defined in the Stipulation, unless specifically provided herein.
- c. The Court grants final approval of the parties’ Settlement on the terms set forth in the Stipulation.
- d. The Court finds that the distribution by first-class mail of the Notice of (1) Proposed Class and Collective Action Settlement and (2) Final Settlement Approval Hearing (“Notice”) and Claim Form constituted the best notice practicable under the circumstances to all persons within the definition of the Settlement Class and fully met the requirements of due process under the

United States Constitution and applicable state laws. Based on evidence and other material submitted in conjunction with the Final Settlement Approval Hearing, the actual notice to the Settlement Class was adequate. These papers informed Class Members of the terms of the Settlement, their right to claim a share of the settlement proceeds, their right to object to the Settlement, or to elect not to participate in the Settlement and pursue their own remedies, and their right to appear in person or by counsel at the Final Settlement Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. [No Settlement Class Members objected to the Settlement, and no individuals opted out of the Settlement.]

- e. The Court finds, for purposes of settlement only, that the Class satisfies the applicable standards for certification under Federal Rules 23(a) and 23(b)(3). Accordingly, solely for purposes of effectuating this settlement, this Court has certified a class of all Settlement Class Members, as that term is defined above. Because the Rule 23 class is being certified here for settlement purposes only, the Court need not (and does not) address the manageability requirement of Rule 23(b)(3). *See Amchem Products, Inc. v. Windsor*, 521 U.S. 591 (1997).
- f. The Court finds, for settlement purposes only, that the Settlement Class Members meet the requirements for collective action certification under Section 216(b) of the Fair Labor Standards Act.

- g. The Court approves the settlement of the above-captioned action, and each of the releases and other terms set forth in the Stipulation, as fair, just, reasonable and adequate as to the Settlement Class, the Class Representatives, and Defendants (collectively “Settling Parties”). The Settling Parties and the Settlement Administrator are directed to perform in accordance with the terms set forth in the Stipulation.
- h. Except as to any individual claim of those persons (identified in Attachment A hereto, if any, by employee identification number) who have validly and timely requested exclusion from the Class, all of the claims asserted in the above-captioned matter are dismissed with prejudice as to the Class Representatives and the Settlement Class Members. The Settling Parties are to bear their own attorneys’ fees and costs, except as otherwise provided in the Stipulation.
- i. By this Judgment, each Class Representative shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released and discharged release Defendants and Third Party Indemnitors and all of their past, present and future parents, subsidiaries, affiliates, sister companies, successors and predecessors, and each of their directors, officers, employees, insurers, lawyers, and agents (the “Released Parties”), from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising

prior to the date that the Final Approval Order becomes Final, including but not limited to those claims which: (a) were pled in the Action at any time; and/or (b) could have been pled in the Action, including but not limited to all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time and/or rest periods, (v) alleged misclassification of KYC Analysts as exempt employees or any alleged off-the-clock work, (vi) alleged unlawful imposition, deduction, or chargeback from compensation for expenses or costs, (vii) any other alleged wage-and-hour violation, or (viii) alleged discrimination, retaliation, harassment, or wrongful discharge, as well as (ix) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, or litigation costs; and (c) this release includes any and all of the following based on any of the matters released by the foregoing: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief ("Class Representative's Released Claims"). For the avoidance of doubt, the Class Representative's Release Claims is a full and complete general release or all possible claims to the maximum extent allowed under the law.

- j. By this Judgment, each Settlement Class Member who has not validly and timely requested exclusion from the Settlement by opting out (including the Class Representatives and Claimants), all of whom (if any) are identified on

Exhibit A hereto, are deemed to have fully and finally released and discharged the Released Parties, from any and all claims, obligations, causes of action, actions, demands, rights, and liabilities of every kind, nature and description, whether known or unknown, whether anticipated or unanticipated, arising prior to the date the Final Approval Order becomes Final, which arise under state or local law, statute, ordinance, regulation, or common law, and: (a) were pled in the Action at any time and/or (b) could have been pled in the Action at any time, including but not limited to all claims based on any of the following: (i) alleged failure to pay any type of overtime wages, (ii) alleged failure to pay any type of earned, straight-time or minimum wages, (iii) alleged failure to provide gap time wages, (iv) alleged failure to pay for meal breaks, sick time and/or rest periods, (v) alleged misclassification of KYC Analysts as exempt employees or any alleged off-the-clock work, (vi) alleged unlawful imposition, deduction, or chargeback from compensation for expenses or costs, (vii) any other alleged wage-and-hour violation, and (viii) any statutory, constitutional, regulatory, contractual or common law claims for wages, damages, restitution, equitable relief, and litigation costs; and (c) this release includes any and all of the following based on any of the matters released by the foregoing (a) and (b) above: penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, and equitable relief. For the avoidance of doubt, the Participating Class Members' Released Claims is a full and complete wage and hour and wage payment release to the maximum extent allowed under the law, but is not a complete general release

of any and all claims as described in this paragraph (“Participating Class Members’ Released Claims”).

- k. By this Judgment, each and every Claimant (including the Class Representatives) shall be deemed to have, and by operation of the Judgment shall have, also fully, finally, and forever released and discharged the Released Parties from (in addition to the Participating Class Members’ Released Claims) any and all claims, obligations, causes of action, actions, demands, rights, and liabilities, whether known or unknown, whether anticipated or unanticipated, arising prior to the date the Claimant signs his or her Claim Form that were asserted in the Action or could have been asserted in the Action pursuant to the FLSA, including but not limited to all claims based on any of the following: (i) alleged failure to pay wages, (ii) alleged failure to pay overtime wages, (iii) alleged failure to pay straight time wages, (iv) alleged misclassification of KYC Analysts as exempt employees or any alleged off-the-clock work, (v) alleged failure to pay minimum, and this release includes any and all of the following based on any of the matters provided for above in this paragraph: penalties, liquidated damages, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief. For the avoidance of doubt, the Claimants’ Released Claims is a full and complete wage and hour and wage payment release to the maximum extent allowed under the law, but is not a complete general release of any and all claims as described in this paragraph (“Claimants’ Released Claims”).

- l. By this Judgment, Class Counsel hereby releases all claims, causes of action, demands, damages, costs, rights, and liabilities of every nature and description for attorneys' fees, costs, and expenses against the Released Parties arising on or before the date that the Final Approval Order becomes Final ("Class Counsel's Released Claims").
- m. Neither the Stipulation nor the Settlement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or the Settlement: (i) is or may be deemed to be or may be in any way used or referenced as an admission of, or evidence of, the validity of any of the released claims described above, any wrongdoing or liability of any of the Released Parties, or whether class or collective action certification is warranted in this action or any other proceeding or that decertification is not warranted in this action or any other proceeding; or (ii) is or may be in any way deemed to be or may be in any way used or referenced as an admission of, or evidence of, any fault or omission of any of the Released Parties in any civil, criminal or administrative proceeding in any court, administrative agency or other tribunal. Any of the Released Parties may file the Judgment from the above-captioned matter in any other action that may be brought against them in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

- n. The Action is dismissed on the merits and with prejudice, permanently barring and precluding the Class Representatives and Settlement Class Members (other than those who timely filed valid written requests for exclusion from the Class) from prosecuting any of the Participating Class Members' Released Claims, also permanently barring the Class Representatives and Claimants from prosecuting any of the Claimants' Released Claims, also permanently barring and precluding the Class Representatives from prosecuting any of the Class Representatives' Released Claims, and also permanently barring and precluding Class Counsel from prosecuting any of the Class Counsel's Released Claims.
- o. The Court hereby confirms the appointment of Hope Escort and Anthony Barratt as Class Representatives for the Settlement Class for purposes of the Settlement.
- p. The Court hereby confirms the appointment of Andrew Frisch of Morgan & Morgan, PA as Class Counsel for the Settlement Class for purposes of Settlement and the releases and other obligations therein.
- q. The Court finds that the plans of allocation among Defendant/Third Party Indemnitors and among the Class Members set forth in the Stipulation and Exhibit E hereto is fair and reasonable and that distribution of the Settlement Fund to Claimants, Class Counsel and Class Representatives shall be done in accordance with the terms outlined in the Class Notice and Stipulation. Pursuant to the Class Notice and Stipulation, Defendants OST and PI and Third Party Indemnitors shall collectively pay a maximum settlement amount

of One Million Eighty Thousand Dollars and No Cents (\$1,080,000.00) to fund a Qualified Settlement Fund, with their respective contribution levels set forth in the Stipulation of Settlement. Other than Defendants' and Third Party Indemnitors' payment to the Qualified Settlement Fund, Defendants and Third Party Indemnitors shall not be required to make any payments in connection with the Settlement. The following payments shall be paid out of the Qualified Settlement Fund: (i) all Settlement Shares as defined in the Stipulation (ii) Class Counsel's approved attorneys' fees and costs in this matter; (iii) payment of approved reasonable fees to the Settlement Administrator for its services; and (iv) enhancement payments to the Class Representatives in an amount not to exceed \$10,000 total (e.g., \$5,000 each);. The Court finds that these payments are fair and reasonable. Accordingly, the Court hereby awards to Class Counsel for attorneys' fees and costs of \$282,600 as of the date of disbursement. The enhancement awards to the Class Representatives in an amount of \$5,000 per Class Representative are approved.

- r. The Settlement Administrator is directed to make the foregoing payments to Class Counsel, the Settlement Administrator, and Class Representatives in accordance with the terms of the Stipulation. Those payments come out of the total Qualified Settlement Fund provided for in the Stipulation.
- s. The unclaimed Settlement Shares and uncashed Settlement Share checks shall revert back or be retained by Defendants and/or Third Party Indemnitors as set forth in the Stipulation.

- t. This matter is hereby dismissed with prejudice. The Court reserves and retains exclusive and continuing jurisdiction over the Action, the Class Representatives, the Settlement Class, Class Counsel, and Defendants for the purposes of supervising the implementation, effectuation, enforcement, construction, administration and interpretation of the Settlement and this Judgment.
- u. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

IT IS SO ORDERED.

Dated: July 26, 2016

A handwritten signature in black ink that reads "Vernon Broderick". The signature is written in a cursive, slightly slanted style.

Vernon S. Broderick
United States District Judge