

UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MASSACHUSETTS

PHAEDRA PRESTON,

Plaintiff,

-against-

**WORLD TRAVEL HOLDINGS,
INCORPORATED,**

Defendant.

Case No. 1:23-CV-12389-JEK

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

IT IS HEREBY STIPULATED, by and between Plaintiff Phaedra Preston, on behalf herself and the Settlement Class Members, on the one hand, and Defendant World Travel Holdings, Incorporated, on the other hand, and subject to the approval of the Court, that the above-captioned civil action (the “Action”) is hereby being compromised and settled pursuant to the terms and conditions set forth in this Joint Stipulation of Class Action Settlement and that the Court shall enter judgment, subject to the continuing jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth herein which by this reference become an integral part of this Agreement:

DEFINITIONS

1. “Agreement” means this Joint Stipulation of Class Action Settlement.
2. “Action” means *Preston v. World Travel Holdings, Incorporated*, Case No. 1:23-cv-12389-JEK, pending in the United States District Court for the District of Massachusetts, Eastern Division.
3. “Class Counsel” means the law firms of Sommers Schwartz, P.C. and Steffans Legal, PLC.

4. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

5. “Class Information” means information regarding Class Members that Defendant will compile in good faith from its records and provide to the Settlement Administrator. The Class Information shall be formatted as a Microsoft Excel spreadsheet and shall include: (a) each Class Member’s employee number; (b) full name; (c) last known address; (d) last known home telephone number; (e) Social Security Number; and (f) workweeks worked during the Class Period as an hourly Class Member of Defendant. The Class Information is confidential, and the Settlement Administrator may not disclose the Class Information to any person, except as required by law or the provisions of this Agreement.

6. “Class Members” means all persons who have worked for Defendant World Travel Holdings, Incorporated (“WTH”) as hourly customer service agents during the Class Period.

7. “Class Period” means the period from October 16, 2020 through the earlier of July 1, 2024 or the date on which the Court grants Preliminary Approval of the Settlement.

8. “Class Representative Service Award” means the amount that the Court authorizes to be paid to Named Plaintiff Phaedra Preston, in addition to her Individual Settlement Amount, in recognition of her efforts and risks in assisting with the prosecution of the Action and in exchange for executing a General Release.

9. “Court” means the United States District Court for the District of Massachusetts, Eastern Division.

10. “Defendant” means World Travel Holdings, Incorporated.

11. “Defense Counsel” or “Counsel for Defendant” shall mean Vedder Price P.C. and Bowditch & Dewey, LLP.

12. “Effective Date” means the latest of the following dates: (i) the date upon which the Court grants final approval of the Settlement if no Settlement Class members file objections to the Settlement; or (ii) if a Settlement Class Member files an objection to the Settlement, the Effective Date shall be the date 31 days after the date upon which the Court grants final approval of the Settlement if no appeal is initiated by an objector; or (iii) if a timely appeal is initiated by an objector, the Effective Date shall be the date of final resolution of that appeal (including any requests for rehearing and/or petitions for *certiorari*), resulting in final judicial approval of the Settlement.

13. “FLSA Claim” means the claims alleged in this case under the Fair Labor Standards Act for unpaid overtime wages.

14. “FLSA Settlement Payment” means the amount payable from the Net Settlement Amount to each Settlement Class Member for resolution of the FLSA Claim, which comprises a portion of the Individual Settlement Amount.

15. “Gross Settlement Fund” means \$550,000.00, which sum includes the Individual Settlement Amount (including all required withholdings from Individual Settlement Amount), Class Counsel Award, the Class Representative Service Award, Settlement Administration Costs, employee employment taxes and contributions, and interest. This is a non-reversionary settlement. In addition to the \$550,000.00 Gross Settlement Fund, Defendant shall be responsible for paying any lawfully required employer share of payroll taxes associated with the Individual Settlement Amount.

16. “Individual Settlement Amount” means the total amount payable from the Net Settlement Amount to each Settlement Class Member to resolve all claims, including the FLSA Claim. This will be paid in two checks: one paying for the FLSA Settlement Payment, and the other paying for resolution of all other claims.

17. “Net Settlement Amount” means the Gross Settlement Fund, less Class Counsel Award, the Class Representative Service Award, and Settlement Administration Costs.

18. “Notice of Settlement” and “Settlement Notice” means the Notice of Class Action Settlement substantially in the form attached hereto as Exhibit A.

19. “Notice Packet” means the Notice of Settlement, Request for Exclusion Form, and self-addressed, stamped envelope for return to the Settlement Administrator.

20. “Parties” means Plaintiff and Defendant, collectively, and “Party” shall mean either Plaintiff or Defendant, individually.

21. “Plaintiff” or “Named Plaintiff” means Phaedra Preston.

22. “Released Claims” means all claims for unpaid wages that have been alleged or that could have been alleged in the Action including all of the following claims for relief: (a) that Defendant failed to pay and/or properly calculate all wages due, including the regular rate of pay, straight time, overtime, double-time, premium pay, minimum wages, and all other forms of wages; (b) that Defendant failed to provide compliant meal periods and/or proper premium payments in lieu thereof; (c) that Defendant failed to provide compliant rest breaks and/or proper premium payments in lieu thereof; (d) that Defendant failed to maintain required records; (e) that Defendant owes other monies or penalties under the FLSA and any other wage and hour laws (including without limitation the Massachusetts Wage Act, G.L. c. 149, § 148, 150); and (f) that Defendant is responsible for the payment of damages, penalties, interest, and other amounts recoverable under

said causes of action, including without limitation the following claims based on or reasonably relating to claims asserted or alleged in the action: claims for unpaid wages (including claims for regular wages, overtime, regular rate calculations, gap time, off-the-clock or unpaid time, and breaks) under the Fair Labor Standards Act, 29 U.S.C. §201, et seq., state wage and hour laws, and state common law theories, including without limitation breach of contract and unjust enrichment. The Released Claims also include all claims that Plaintiff and the Settlement Class Members may have against the Released Parties relating to (i) the payment and allocation of attorneys' fees and costs to Class Counsel pursuant to this Agreement, and (ii) the payment of the Class Representative Service Award pursuant to this Agreement. The period of the Release shall extend commensurate with that of the Class Period, as defined above.

23. "Released Parties" means Defendant, and its affiliates and related entities, including, without limitation, its parents and subsidiaries, predecessors, successors, divisions, joint ventures and assigns, clients, and each of their past, present and/or future direct and/or indirect directors, officers, employees, partners, members, investors, principals, agents, insurers, co-insurers, re-insurers, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, attorneys, and personal or legal representatives.

24. "Request for Exclusion" means the Request for Exclusion Form substantially in the form attached as Exhibit B.

25. "Response Deadline" means the date 45 days after the Settlement Administrator mails Settlement Notices to Settlement Class Members and is the last date on which Settlement Class Members may submit a Request for Exclusion and/or objection to the Settlement.

26. "Settlement" means the disposition of the Action pursuant to this Agreement.

27. "Settlement Administration Costs" means the amount to be paid to the Settlement

Administrator from the Gross Settlement Fund for administration of this Settlement.

28. “Settlement Administrator” means Atticus Administration, LLC.

29. “Settlement Class Members” means all current and former hourly Class Members who worked for Defendant in the United States at any time from October 16, 2020 through the earlier of July 1, 2024 or the date on which the Court grants Preliminary Approval of the Settlement and who did not submit a timely and valid Request for Exclusion as provided in this Agreement.

RECITALS

30. Class Certification. The Parties stipulate and agree to class certification of this Action for purposes of this Settlement only. Should the Settlement not become final and effective as herein provided, class certification shall immediately be revoked without prejudice and the Settlement Class immediately decertified (subject to further proceedings on motion of any party to certify or deny certification thereafter). The Parties’ willingness to stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be admissible in or considered in connection with, the issue of whether a class should be certified in a non-settlement context in this Action and shall have no bearing on, and shall not be admissible or considered in connection with, the issue of whether a class should be certified in any other lawsuit.

31. Procedural History. Plaintiff Phaedra Preston filed a Class Action Complaint in this Court on October 16, 2023, and asserting claims under the Fair Labor Standards Act (FLSA) and class claims under state common law theories of breach of contract and unjust enrichment, and seeking recovery of unpaid straight time and overtime wages (including without limitation as a result of Defendant’s alleged failure to correctly calculate the “regular rate” for purposes of calculating and paying premium overtime compensation to the Class Members), liquidated damages, and attorneys’ fees.

32. On Plaintiff's motion, the Court conditionally certified an FLSA collective in an order dated February 9, 2024.

33. Prior to notice being sent to the FLSA collective, the Parties entered into discussions concerning voluntarily staying the Action (including tolling the statute of limitations with respect to the various wage claims of the putative class members) so that the Parties could attempt to resolve the Action by way of mediation. The Parties ultimately agreed to such a stay (which the Court approved) and Defendant provided Class Counsel with certain pre-mediation discovery materials, including without limitation Class Members' computer log-in and payroll data. As a result of having reviewed pre-mediation discovery materials provided by Defendant, Class Counsel concluded that, in its compensation of the Class Members, Defendant properly and lawfully calculated the "regular rate" for purposes of calculating and paying premium overtime compensation to the Class Members and determined not to include a "regular rate" claim in the context of mediation. The Parties participated in a mediation of this matter on May 2, 2024, which was conducted by Vivien Shelanski of the Judicial Arbitration and Mediation Service, Inc. (JAMS), and reached a settlement of the entirety of the claims asserted in the Action.

34. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their claims through trial and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant's defenses thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiff and Class Counsel have also taken into account the extensive settlement negotiations conducted. Based on

the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, adequate, and reasonable settlement, and is in the best interests of the Settlement Class Members.

35. Defendant's Reasons for Settlement. Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendant have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff and Settlement Class Members. Defendant has also taken into account the risks of further litigation in reaching its decision to enter into this Settlement. Despite continuing to contend that Defendant is not liable for any of the claims set forth by Plaintiff and Settlement Class Members, Defendant has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendant has claimed and continues to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted.

36. Settlement Class Members' Claims. Settlement Class Members have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

TERMS OF THE AGREEMENT

37. Release As To All Settlement Class Members. As of the Effective Date, in exchange for the Gross Settlement Fund, Settlement Class Members release the Released Parties from their Released Claims for the Class Period. Plaintiff and the Settlement Class Members may hereafter discover facts or legal arguments in addition to or different from those they now know or currently believe to be true with respect to the claims and causes of action in this Action and that are the subject matter of the Released Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiff and the Settlement Class Members shall be deemed to have, and by operation of the final judgment approved by the Court, shall have, fully, finally, and forever settled and released all of the Released Claims as defined above.

38. General Release (As to Plaintiff Only). In exchange for the consideration set forth in this Agreement, Plaintiff, for herself and her heirs, successors and assigns, does hereby waive, release, acquit, and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, that exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all claims based on: common law, tort, contract, unjust enrichment, unpaid wages, statute, personal injury, emotional distress, invasion of privacy, defamation, fraud, *quantum meruit*, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including, but not limited to claims for violation of the Fair Labor Standards Act, other state wage and hour laws, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, the Employee Retirement Income Security Act of 1974, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act of 1993, the Massachusetts Fair Employment Practices Act (G.L. c. 151B), the Massachusetts Equal Rights Act, the Massachusetts Civil Rights Act, the Massachusetts Wage Act, the

Massachusetts Equal Pay Act, G.L. c. 149, § 52E, G.L. c. 149, § 105D, G.L. c. 149, § 148C, the Massachusetts Paid Family and Medical Leave Act, and any and all claims arising under any federal, state, or other governmental statute, law, regulation, or ordinance.

Plaintiff may hereafter discover claims or facts in addition to, or different from, those which she now knows or believes to exist, but expressly agrees to fully, finally, and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, that exist or may exist at the time of executing of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant. The Parties further acknowledge, understand, and agree that this representation and commitment is essential to the Agreement and that this Agreement would not have been entered into were it not for this representation and commitment.

39. Tax Liability. The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties or their counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold the Parties and their counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorney's fees, resulting in any way from personal tax treatment of the payments made pursuant to this Agreement, including the treatment of certain of such payments as not subject to withholding or deduction for payroll and employment taxes. In the event that any taxing authority looks to Defendant for payment of taxes, interest, or penalties in connection with the Individual Settlement Amounts made pursuant to this Agreement (excepting only Defendant's share of employer payroll taxes and other required employer withholdings), Settlement Class Members

agree to indemnify and hold Defendant harmless from payment of any such taxes, interest, penalties or other expenses incurred in connection with such payments.

40. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

41. Settlement Administration. No more than 14 calendar days after the Court grants preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing Notice Packets to Class Members.

a. Notice By First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator will perform a search based on the National Change of Address Database

to update and correct any known or identifiable address changes. No more than 14 calendar days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members by regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Settlement Class Member received the Settlement Notice.

b. Undeliverable Notices. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will make reasonable efforts to obtain an updated mailing address within five business days of the date of the return of the Settlement Notices. If an updated mailing address is identified, the Settlement Administrator will resend the Settlement Notices to the Settlement Class Member. Settlement Class Members to whom Settlement Notices are resent after having been returned undeliverable to the Settlement Administrator will have 14 calendar days thereafter or until the Response Deadline has expired, whichever is later, to mail, fax, or email the Request for Exclusion. Settlement Notices that are resent will inform the recipient of this adjusted deadline. The date of the postmark on the Request for Exclusion, either based on the date on the return envelope, the date of the fax stamp, or the date of the email transmission, will be the exclusive means used to determine whether a Settlement Class Member has timely returned his/her Request for Exclusion on or before the adjusted deadline. A Request for Exclusion will be deemed valid only if it is signed by the Settlement Class Member and postmarked, faxed, or email stamped on

or before the adjusted deadline. If a Settlement Class Member's Settlement Notice is returned to the Settlement Administrator more than once as non-deliverable, then an additional Settlement Notice will not be re-mailed. The objection deadline shall not be extended for any reason, including non-receipt or delayed receipt of the Notice Packet.

c. Notice Packets. The Notice Packets, substantially in the form attached as Exhibits A and B, shall list the number of workweeks worked by the Class Member during the Covered Period and the estimated Individual Settlement Amounts for each Class Member.

d. Disputes Regarding Individual Settlement Amounts. Class Members will have the opportunity, should they disagree with Defendant's records regarding the number of workweeks worked stated on their Settlement Notices, to provide documentation and/or an explanation to show contrary workweeks worked. Class Members must inform the Settlement Administrator within 20 days of the postmark of the Settlement Notice if they dispute the number of workweeks worked as stated in the Settlement Notice. The written dispute must be referred to as a "Dispute" and must: (a) state the class member's name, address, telephone number, and last four digits of his or her social security number; (b) be signed by the class member; (c) state the information the class member is challenging; (d) state his or her belief as to the correct number of workweeks worked; (e) explain why the class member believes Defendant's records are mistaken and attach any documents or evidence in support of his/her contentions; (f) be postmarked, faxed, or emailed within twenty (20) days of the postmark of the Settlement Notice; and (g) returned to the Settlement Administrator. If there is a dispute, the Settlement Administrator will consult with Class Counsel and Defense Counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Amount under the terms of this Agreement. The Settlement Administrator's

determination of the eligibility for and amount of any Individual Settlement Amount shall be binding upon the Settlement Class Member and the Parties. Defendant's records will be presumed correct unless the Class Member provides documentation that shows Defendant's records are incorrect.

e. Disputes Regarding Administration of Settlement. Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the Commonwealth of Massachusetts. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the disputes without the necessity of involving the Court.

f. Exclusions. Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion to the Settlement Administrator by the Response Deadline. The Request for Exclusion will not be valid if it is not timely submitted, if it is not signed by the Settlement Class Member, or if it does not contain the name and address of the Class Member. The date of the postmark on the return mailing envelope, fax stamp, or date of the email transmission on the Request for Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was timely submitted. Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who fail to submit a valid and timely Request for Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and any final judgment entered in this Action if the Settlement is approved by the Court. No later than 10 calendar days after the Response Deadline, the Settlement Administrator shall provide Defense Counsel with a final list of the Class Members who have timely submitted written Request for Exclusions and Class Counsel with a

final list of identifying employee identification numbers (but not names) of Class Members who have timely submitted a Request for Exclusion. Defense Counsel will provide those names to be noted on the Court's order or judgment. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit Requests for Exclusion from the Settlement. Class Counsel reserves the right to encourage Class Members to participate in the Settlement.

g. Objections. The Notice Packet shall state that Class Members who wish to object to the Settlement must mail to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline. No extensions of time for the submission of objections will be given for any reason. The postmark date shall be deemed the exclusive means for determining whether a Notice of Objection was filed and served timely. The Notice of Objection must be signed by the Class Member and state: (1) the full name of the Class Member; (2) the number of workweeks worked by the Class Member; (3) the last four digits of the Class Member's Social Security number and/or the Employee ID number; (4) the name and case number of the Action; and (5) the factual and legal basis for the objection with any supporting documents and evidence. Class Members who fail to make objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement. Class Members who timely object will have a right to appear at the Final Approval/Settlement Fairness Hearing in order to have their objections heard by the Court. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or serve written objections to the Settlement or appeal from the Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with

respect to any such objections. The Settlement Administrator shall e-mail any objections to counsel for the Parties promptly upon receipt, and Class Counsel shall lodge any objections with the Court.

42. Funding and Allocation of Gross Settlement Fund. This is a non-reversionary Settlement in which Defendant is required to pay the entirety of the Gross Settlement Fund, which includes Individual Settlement Amounts, the Class Representative Service Award, the Class Counsel Award, the Settlement Administration Costs. No amount of the Gross Settlement Fund will revert to Defendant. No more than 15 calendar days after the Effective Date, Defendant shall provide the Gross Settlement Fund to the Settlement Administrator to fund the Settlement, as set forth in this Agreement. Defendant shall have the option in its sole discretion to provide the Gross Settlement Fund, or any portion thereof, to the Settlement Administrator at an earlier time or at earlier times without any pre-payment penalty. Any pre-payment by Defendant of the Gross Settlement Fund does not constitute a breach of this Agreement.

a. Individual Settlement Amounts. Individual Settlement Amounts will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein. Individual Settlement Amounts for Settlement Class Members will be mailed by regular First Class U.S. Mail to Settlement Class Members' last known mailing address within 14 calendar days after the Settlement Administrator receives the entire amount of the Gross Settlement Fund for disbursement under this Agreement. Individual Settlement Amounts will be allocated as follows: 50% as wages; 50% as liquidated damages. The Settlement Administrator will be responsible for issuing a form W-2 for the amount deemed wages and an IRS Form 1099 for the portions allocated to liquidated damages. Any checks issued to Settlement Class Members will remain valid and negotiable for one hundred and 180 days from the date of their issuance. After

that time, any such uncashed checks will be paid to The Make-A-Wish Foundation, or such other *Cy Pres* designee as the Court may order (the “*Cy Pres* Beneficiary”).

b. Calculation of Individual Settlement Amounts. The Settlement Administrator will calculate the total amount that each Settlement Class Member will receive. The Settlement Administrator will divide the Net Settlement Fund by the total number of workweeks Settlement Class Members were employed (“Workweek Amount”). The Settlement Administrator will multiply the Workweek Amount by the total number of workweeks that each Settlement Class Member was employed during the Class Period to arrive at an estimated Individual Settlement Amount.

c. FLSA Opt-In. A portion of the Individual Settlement Amount will be allocated toward resolution of the FLSA Claims. This payment is defined above as the FLSA Settlement Payment and shall constitute 70% percent of the Individual Settlement Amount for each Class Member, as that percentage reflects the percentage of shifts that involved overtime for the Class Members. The back of all FLSA Settlement Payment checks will provide that Class Members who endorse their FLSA Settlement Payment check by signing the back of the check and depositing or cashing the check will opt in to the FLSA Collective and FLSA Release. Those who do not wish to opt in may simply refrain from depositing this sum, and this sum shall then be paid to the *Cy Pres* Beneficiary.

Specifically, each check shall be affixed with the following endorsement:

By cashing this Settlement Payment check, I am consenting to join the FLSA Collective and fully, finally, and forever releasing, settling, compromising, relinquishing, and discharging the Released Parties from all claims, rights, demands, liabilities, and causes of action of whatever kind or nature, whether known or unknown, that were alleged in the Action or could have been alleged in the Action based on the facts and claims asserted in the operative complaint while I worked for Defendant for the period of October 16, 2020 through the date the Court grants Preliminary Approval of the Settlement, or 60 days from May 2, 2024 (whichever date comes earliest). The claims released by me include all claims for

unpaid wages under the federal Fair Labor Standards Act (“FLSA”), and applicable state and municipal law (including common law, statutes, ordinances, and regulations).

d. Class Representative Service Award. Defendant agrees not to oppose or object to any application or motion by Plaintiff for a Class Representative Service Award in the \$5,000 for her time and effort in bringing and prosecuting this matter in exchange for the Released Claims and a General Release. The Class Representative Service Award shall be paid to Plaintiff from the Gross Settlement Fund no later than 14 calendar days after the Settlement is fully funded. Any portion of the requested Class Representative Service Awards that is not awarded to the Plaintiff shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099-MISC to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on her Class Representative Service Award and shall hold Defendant harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Award. The Class Representative Service Award shall be in addition to Plaintiff’s Individual Settlement Amount as a Settlement Class Member. In the event that the Court reduces or does not approve the requested Class Representative Service Award, Plaintiff shall not have the right to revoke or renegotiate the Settlement, or file an appeal, and it will remain binding.

e. Class Counsel Award. By way of motion Class Counsel shall seek attorneys’ fees not to exceed 33-1/3% of the Gross Settlement Fund, plus reimbursement of actual litigation costs and expenses incurred by Class Counsel in prosecuting the Action, as may be supported by a declaration from Class Counsel. In the event that the Court reduces or does not approve the requested Class Counsel Award, Class Counsel shall not have the right to revoke this Agreement, and it will remain binding. Any portion of the requested Class Counsel Award that is

not awarded to Class Counsel shall be part of the Net Settlement Amount and shall be distributed to Settlement Class Members as provided in this Agreement. The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Fund no later than 5 calendar days after the Settlement is fully funded (but Class Counsel shall not disburse the Class Counsel Award until the 31st day after the Effective Date or after resolution of any appeal if an appeal is filed). The Settlement Administrator will issue to Sommers Schwartz, P.C., a Form 1099 with respect to the awarded Class Counsel Award, and Sommers Schwartz, P.C., will be responsible for issuing a Form 1099 to Steffans Legal, PLC with respect to its share of the awarded Class Counsel Award. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the payment made pursuant to this paragraph. Class Counsel shall retain the right to appeal any award by the Court for attorneys' fees that does not equal 33-1/3% of the Gross Settlement Fund. The difference between the amount awarded and the amount disputed on appeal shall be retained by the Settlement Administrator pending Class Counsel's appeal. Interest shall accrue on the retained amount at the legal interest rate. If Class Counsel's appeal is unsuccessful, any money not awarded to Class Counsel in the possession of the Settlement Administrator along with interest shall be distributed to the Settlement Class Members, and Class Counsel shall pay any additional costs, interests, or fees incurred by the Settlement Administrator for this purpose.

f. Settlement Administration Costs. The Settlement Administrator shall be paid for the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of such costs of administration for the disbursement of the Gross Settlement Fund is approximately \$27,400. No fewer than 21 calendar days prior to the Final Approval Hearing/Settlement Fairness Hearing, the Settlement Administrator shall provide the Parties with a statement detailing the costs of administration of this Settlement. The Settlement Administrator shall be paid the Settlement

Administration Costs no later than 14 calendar days after Defendant provides funds to the Settlement Administrator for disbursement under this Agreement. The Settlement Administrator, on Defendant's behalf, shall have the authority and obligation to make payments, credits and disbursements, including payments and credits in the manner set forth herein, to Settlement Class Members calculated in accordance with the methodology set out in this Agreement and orders of the Court.

g. The Parties agree to cooperate in the settlement administration process and to make all reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement. The Parties each represent they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

h. The Settlement Administrator shall be responsible for: processing and mailing payments to Plaintiffs (confirmation of payment mailed to Plaintiffs shall be communicated to Class Counsel by the Settlement Administrator), Class Counsel, and Settlement Class Members; printing and mailing the Settlement Notices to the Class Members as directed by the Court; receiving and reporting the Requests for Exclusion submitted by Class Members; deducting taxes from Individual Settlement Payments and distributing tax forms; processing and mailing tax payments to the appropriate state and federal taxing authorities; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. No later than 10 calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a final accounting

of the Gross Settlement Fund and report the amount of all payments to be made to each Settlement Class Member by employee number only.

i. No person shall have any claim against Defendant, Plaintiff, Settlement Class Members, Class Counsel, Defense Counsel, or the Settlement Administrator based on distributions and payments made in accordance with this Agreement.

43. Option to Terminate Settlement. If, after the Response Deadline and before the Final Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely and valid Requests for Exclusion from the Settlement is fifty (50) or more of all Class Members, Defendant shall have the right, in its sole discretion, to revoke this Settlement and stipulation to class certification. If Defendant exercises its option to terminate this Settlement, Defendant shall: (a) provide written notice to Class Counsel within 15 calendar days after the Response Deadline; and (b) pay the Settlement Administration Costs incurred up to the date or as a result of the termination. If Defendant exercises its right to terminate the Settlement under this Paragraph, the Parties thereafter shall proceed in all respects as if this Agreement had not been executed.

If the actual number of Class Members exceeds the amount of Class Members identified by Defendant at mediation (2,277) by more than 10%, Plaintiff shall have the sole and absolute discretion to terminate the Settlement unless Defendant agrees to increase the Gross Settlement Amount proportionate to the number of additional class members in excess of 2,277 based on the additional aggregate work weeks during the Class Period of the first 2,277 class members.

44. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration of the Response Deadline, with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the Settlement along with the amount properly payable for (i) the Class Counsel Award, (ii) the Class Representative Service Award,

(iii) Individual Settlement Payments, and (iv) the Settlement Administration Costs. After granting final approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment.

45. Nullification of Settlement Agreement. In the event: (i) the Court does not grant preliminary approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In such a case, the Parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed, except that any costs already incurred by the Settlement Administrator shall be paid by equal apportionment among the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to its being notified of the filing of an appeal from the Court's Final Judgment, or any other appellate review, shall be paid to the Settlement Administrator within thirty (30) days of such notification.

46. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (*e.g.*, vacations, holiday pay, retirement plans, *etc.*) of the Plaintiff or Settlement Class Members.

47. No Admission by the Parties. Defendant denies any and all claims alleged in this Action and denies all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

48. Motions for Preliminary and Final Approval. The Parties and their counsel will cooperate with one another and use their best efforts to effect the Court's approval of the Motions for Preliminary and Final Approval.

49. No Knowledge of Other Claims. (1) Plaintiff acknowledges, represent, and warrants that she has no current intention of asserting any other claims against Defendant in any judicial or administrative forum; and (2) Class Counsel acknowledge, represent, and warrant they do not represent any persons who have expressed any interest in pursuing any litigation or seeking any recovery against Defendant, other than through this Action.

50. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

51. Interim Stay of Proceedings. The Parties agree to stay all proceedings in this Action, except such proceedings necessary to implement and complete the Settlement, in abeyance pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

52. Dismissal of the Action. Plaintiff and Class Counsel agree to seek dismissal of and use their best efforts to obtain dismissal of the Action after the Final Approval is ordered by the Court.

53. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

54. Entire Agreement. This Agreement and any attached Exhibits constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties and covenants contained and memorialized in the Agreement and its Exhibits.

55. Cooperation. The Parties agree to cooperate fully with one another to accomplish and implement the terms of this Settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may be reasonably necessary to fulfill the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Settlement and the terms set forth herein.

56. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. The person signing this Agreement on behalf of the Defendant represents and warrants that he or she is authorized to sign this Agreement on Defendant's behalf. Plaintiff represents and warrants that she is authorized to sign this Agreement and that she has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

57. Execution by Settlement Class Members. The Parties agree that it is impossible or impracticable to have each Settlement Class Member execute this Settlement Agreement. The Notice will advise all Settlement Class Members of the binding nature of the release and such will have the same force and effect as if each Settlement Class Member executed this Stipulation.

58. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

59. Governing Law. All terms of this Agreement and the Exhibits hereto and any disputes arising hereunder shall be governed by and interpreted according to the laws of the Commonwealth of Massachusetts.

60. Construction of Agreement. The Parties agree that the terms and conditions of this Joint Stipulation of Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Stipulation will not be construed in favor of or against any of the Parties by reason of their participation in drafting of this Stipulation.

61. Counterparts. This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument provided that counsel for the Parties to this Agreement shall exchange among themselves copies or originals of the signed counterparts.

62. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this Settlement after extensive arms-length negotiations, taking into account all relevant factors, present and potential.

63. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement

and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

64. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

65. Publicity. Class Counsel agrees not to issue a press release or other publication disclosing the terms of this Settlement. Notwithstanding the foregoing, for the limited purpose of providing adequacy as class counsel in other actions, Class Counsel may disclose the terms of this Settlement on their biographies (including the biographies maintained on their website attorney profiles) and in Court filings.

66. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this settlement only.

Dated: 06/03/2024

PLAINTIFF



PHAEDRA PRESTON

Dated: 6/3/2024

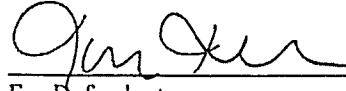
SOMMERS SCHWARTZ, P.C.



KEVIN STOOPS
Attorney for Plaintiff and Opt-in Plaintiffs

DEFENDANT WORLD TRAVEL
HOLDINGS, INCORPORATED

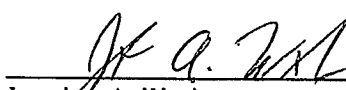
Dated: June 5, 2024



For Defendant
Loren Kennedy, Senior Vice President
Customer Care and Human Resources

VEDDER PRICE P.C.

Dated: June 11, 2024



Jonathan A. Wexler

Attorneys for Defendant