

EXHIBIT A

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JODI COCAGNE, individually, and on behalf of
others similarly situated,

Plaintiff,

v.

MORLEY COMPANIES,
INCORPORATED, a Domestic Profit Corporation,
Defendant.

Case No: 5:24-cv-11114

Hon. Mark A. Goldsmith

Mag. Judge Kimberly G. Altman

SETTLEMENT AGREEMENT AND RELEASE

WHEREAS, Named Plaintiff Jodi Cocagne filed a Complaint on April 26, 2024, on behalf of herself and all other allegedly similarly situated Customer Service Representatives (“CSR”), against Defendant Morley Companies, Incorporated, a Michigan corporation (“Morley” or “Defendant”), in the Eastern District of Michigan, Case No. 5:24-cv-11114-MAG-KGA (the “Action”);

WHEREAS, on December 11, 2024, Plaintiff Karli Shaffer opted into this Action by filing a consent to join form with the Court. ECF Dkt. No. 22-1.

WHEREAS, the Parties attended a mediation for the first time in December 2024 with mediator, Michael Russell, but were unable to resolve the Action;

WHEREAS, the Parties attended a second mediation session with mediator, Michael Russell on September 10, 2025 (“the Mediation”). At Mediation, parties reached a settlement of the Action, the terms of which are set forth in this Settlement Agreement and Release (“Settlement Agreement” or “Agreement”);

WHEREAS, the Parties conducted discovery and fully briefed the question of notice to a collective, but the Court reached no determination on the motion and instead dismissed the motion as moot in light of the Parties’ settlement (ECF Dkt. No. 51);

WHEREAS, the Parties have a *bona fide* dispute as to hours worked and unpaid wages and have agreed to a claims-made, global, company-wide resolution of the Action;

WHEREAS, Defendant does not admit and continues to deny all wrongdoing, and neither the fact nor amount of settlement shall be evidence of wrongdoing;

WHEREAS, it is the desire of the Parties to fully, finally, and forever memorialize, settle, compromise, and discharge all disputes and claims brought in the Action arising out of the facts alleged or that reasonably arise out of the facts alleged in this Action, *i.e.*, the alleged practices set forth in the pleadings in the Action.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth herein, the Parties enter into this Settlement Agreement, subject to the Court's approval, as follows:

1. Definitions.

- a. "Claims Administrator" means the administrator to be selected by Defendant, subject to approval by Plaintiffs, which shall not be unreasonably withheld, and subject to approval by the Court, to mail the Notice and Claim Form and administer the calculation, allocation, and distribution of the Qualified Settlement Fund ("QSF"). If a third-party administrator is selected as Claims Administrator, Defendant will pay the Claims Administrator directly for the costs of administration. Defendant reserves the right to self-administer this settlement, and if Defendant self-administers the settlement, it will be with the same transparency as any other third-party administrator.
- b. The "Collective" consists of all current former hourly Customer Service Representatives ("CSR") employed by Morley at any time from April 26, 2021 to November 11, 2024 (or a date otherwise approved by the Court), who were credited with working at least forty (40) hours in one or more workweeks ("Putative Collective Members"), and any Customer Service Representatives who have previously filed a consent to join this Action, including Karli Shaffer ("Opt-in Plaintiffs").
- c. "Settlement Collective Member" means Named Plaintiff, Opt-In Plaintiff, and any person who is part of the Collective and who timely opts into the case by signing and returning a settlement Claim Form, in the form attached hereto as Exhibit A.
- d. "Releasees" refers to and includes Morley, its present and former subsidiaries, divisions, parent companies, holding companies, stockholders, shareholders, officers, directors, employees, agents, servants, representatives, attorneys, insurers, affiliates and the successors, heirs and assigns of any such entity or person, as well as any individual who could be included within the definition of "employer" under the Fair Labor Standards Act ("FLSA"), the Michigan Improved Workforce Opportunity Wage Act, MCL §§ 408.931 *et seq.*, the Michigan Payment of Wages and Fringe Benefits Act, MCL §§ 408.471 *et seq.*, and/or any federal, state, or local law or ordinance pertaining to the payment of wages in any location that a Settlement Collective Member worked or resided during their employment, including but not limited to all officers, directors, and managers of Morley and the aforementioned entities in their personal capacities.

- e. “Plaintiffs” refers collectively to Plaintiff Cocagne and Shaffer.
- f. The “Parties” refers collectively to Plaintiffs and Defendant.
- g. “Plaintiffs’ Counsel” refers to Andrew R. Frisch, Esq. of Morgan & Morgan, P.A., 8151 Peters Road, Suite 4000, Plantation Florida 33324; Direct Dial: (954) 327-5355; E-mail: afrisch@forthepeople.com.
- h. “Defendant’s Counsel” refers to Allan S. Rubin, Esq. of Jackson Lewis P.C. 2000 Town Center Suite 1650 Southfield MI 48075; Direct Dial: (248) 936-1930; E-mail: allan.rubin@jacksonlewis.com.
- i. “Claim Form Period” means the date forty-five (45) days after the Notice and Claim Form is initially mailed to Settlement Collective Members and during which a member of the Collective can timely return a Claim Form (“i.e. Claim Form Deadline”).
- j. “Effective Date” means the date on which this Agreement becomes effective, which shall be three business days after all of the following events have occurred, provided that each and every of the following events occurred: (i) counsel for Defendant is in physical receipt of a fully executed copy of this Settlement Agreement, and a completed and signed IRS Form W-9 from Morgan & Morgan, P.A. and the Named Plaintiff; (ii) Named Plaintiff has filed with the Court a motion for approval of the settlement seeking approval of this settlement and dismissal of the Action with prejudice, (iii) the Court has entered a Final Order approving the Settlement and issued the Judgment dismissing the Action with prejudice; and (iv) the expiration of any appeal period, without an appeal being filed, or if an appeal is filed, the date that the appeal is finally resolved with no remaining appeals
- k. “Funding Date” means the date on which Defendant wires the required funds to the Claims Administrator, or if Defendant elects to self-administer, the date on which it will transmit the funds to the recipients identified herein. The Funding Date shall occur in two stages:
 - (i) the initial funding within ten (10) business days of the Effective Date for attorney fees, service awards, and administration costs; and
 - (ii) the claims-based funding within ten (10) business days following the close of the Claim Form Deadline, based on the Claims Administrator’s notice of submitted claims and Employer Payroll Tax obligations.
- l. “Qualified Settlement Fund” (“QSF”) means the account established by the Claims Administrator for the Settlement Payment paid by Defendant. The QSF will be controlled by the Claims Administrator subject to the terms of this

Agreement and the Approval Order. Interest, if any, earned on the QSF will become property of the Defendant and returned to the Defendant upon the expiration of the administration period.

- m. “Final Order” means the Order issued by the Court approving the terms and conditions of this Settlement Agreement.
- n. “Gross Settlement Amount” is equal to Nine Hundred Thousand Dollars and Zero Cents (\$900,000.00), which refers to the total maximum amount the Released Parties will pay to settle all claims submitted by Settlement Collective Members and Court approved attorneys’ fees and costs. The Gross Settlement Amount includes, without limitation, all settlement payments to Named Plaintiff, Opt-in Plaintiffs, and the Settlement Collective Members, and Plaintiffs’ Counsel’s attorneys’ fees and costs. Defendant will separately pay the settlement administration fees and costs as stated in Paragraphs 7.1(g) and 11(a), and the employer taxes on the payments referenced in Paragraph 7.1(f).
- o. The “Net Settlement Amount” refers to the Gross Settlement Amount minus Plaintiffs’ Counsel’s attorneys’ fees and costs, and any Service Award approved by the Court. The “Net Settlement Amount” shall be distributed to the Settlement Collective Members who elect to opt into the case under the procedure mutually agreed herein by the Parties.
- p. “Service Award” refers to the monetary amount awarded to the named Plaintiff, Jodi Cocagne, in recognition of her efforts and contributions in representing the interests of the Collective, including time spent, risks undertaken, and assistance provided during the litigation, as well for her Agreement to the provisions of Section 17 of this Agreement. The amount is subject to approval by the Court.

2. Mutual Agreement. This Settlement Agreement is entered into between Plaintiffs and Defendant. This Settlement Agreement is subject to the terms hereof and approval by the Court. Plaintiffs and Defendant agree to fully settle, compromise, and resolve all claims that were or could have been brought in the Action based on the facts as pled, on the terms set forth in this Settlement Agreement.

3. Waiver of Right to Appeal. The Parties agree to waive all appeals arising out the approval of this Settlement Agreement and/or the entry of judgment by the Court.

4. No Admission of Liability. Nothing contained herein, nor the consummation of this Settlement Agreement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or Releasees. Each of the Parties hereto has entered into this Settlement Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses. In particular, and without limiting the generality of the foregoing, nothing in this Settlement Agreement shall be offered or construed as an admission of liability, wrongdoing, impropriety, responsibility or fault by Defendant or Releasees,

who expressly deny any liability, wrongdoing, impropriety, responsibility or fault. Morley maintains that it has complied with all relevant laws, including the Fair Labor Standards Act and all state wage and hour laws, and that it has at all times paid Collective Members for all hours worked.

5. Plaintiffs' Counsel has thoroughly investigated the facts of the Action and have diligently pursued investigation and prosecution of Collective Members' claims against Defendant. Based on their own independent investigation and evaluation, Plaintiffs' Counsel believes that the settlement with Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, adequate, and in the best interest of the Collective given all known facts and circumstances, including the risk of significant delay, the risk of loss or limited recovery, and the defenses asserted by Defendant.

6. The Settlement Agreement contains and constitutes a full and complete settlement and release (as defined below) by Plaintiffs and FLSA and State Wage Law Release from the Opt-in Plaintiffs and the Settlement Collective Members, each of which includes Defendant and all Releasees.

7. SETTLEMENT TERMS

7.1 **Settlement Amount.** Subject to Court approval of the Settlement Agreement, and on the terms set forth in this Settlement Agreement, Defendant will pay and promise as follows:

- a. **Total Settlement Amount:** Defendant will pay up to the total sum of \$900,000 ("Total Settlement Amount") into a Qualified Settlement Fund administered by the Claims Administrator, from which all Court-approved attorney's fees and costs and service award, if any, will be paid, and against which net amount remaining after those payments ("Net Settlement Amount") Collective Members can make claims for payments in exchange for the Releases (as defined below).
- b. **Attorney Fees and Costs:** Subject to approval by the Court, Defendant agrees to pay Plaintiffs' Counsel up to 33.3% of the Total Settlement Amount as attorneys' fees and costs and expenses, in full and complete satisfaction of all claims by Plaintiffs and their counsel for attorneys' fees, costs and expenses of any kind whatsoever. The payment of attorneys' fees, costs, and expenses shall be paid from the Gross Settlement Amount. Plaintiffs' Counsel will apply to the Court for payment of said amounts, to be approved by the Court. Defendant and Defendant's Counsel will not oppose such a request. The total attorneys' fees and costs actually paid will be as approved by the Court in its Final Order. Defendant will report the payments to Plaintiffs' Counsel using IRS Form 1099. The enforceability of this Settlement Agreement is not contingent on the amount of attorneys' fees or costs awarded. Without limiting the generality of the foregoing, any dispute regarding the amount of attorneys' fees or costs shall

not affect or delay the finality of this Agreement and shall not affect or delay the entry of judgment in the Action.

- c. **Service Award.** Subject to approval by the Court, Plaintiff Jodi Cocagne will receive a Service Award in the amount of \$10,000.00. Notwithstanding the foregoing, the enforceability of this Settlement Agreement is not contingent on the approval of a Service Award in any amount. Without limiting the generality of the foregoing, any dispute regarding the amount of Service Award shall not affect or delay the finality of this Agreement and shall not affect or delay the entry of judgment in the Action.
- d. **Settlement Allocation.** Defendant, through the QSF, will pay to each Settlement Collective Member who submits a timely claim using the agreed Claim Form (Exhibit A) and fulfills the conditions of the claims procedure specified in this Settlement Agreement, the Payment amount calculated as follows: The Net Settlement Amount will be divided into equal shares based on the total number of workweeks worked by the Collective during the Collective Period as a Customer Service Representative during that workweek, with each workweek equal to one-share of the Net Settlement Amount (i.e., if the total work weeks worked by the Collective during the Collective Period equal 100 workweeks, each workweek would represent 1/100 [i.e., 1-Share] of the Net Settlement Amount). If a Settlement Collective Member timely returns a claim form after receiving a Notice, they will receive a payment from the Net Settlement Amount equal to the total number of workweeks they worked during the Collective Period as a CSR multiplied by one-share. Morley's records determine the overall workweeks worked by the Collective and the share due the Settlement Collective Members.
- e. **Unclaimed Funds.** Any Settlement Collective Member shares not claimed by Collective Members by the Claim Form Deadline shall be retained by Defendant.
- f. **Tax Characterization.** Of the amounts paid to each Plaintiff and claiming Settlement Collective Members, 50% will be deemed wages and subject to normal payroll tax withholding and W-2 reporting, and 50% will be deemed non-wage payment for claimed liquidated damages and/or interest, paid without withholding and subject to reporting as non-employment income reported in Box #3 on IRS Form 1099-MISC.
- g. **Employer Payroll Taxes.** Defendant shall be responsible for all employer-paid and due taxes on the wage portions of this Settlement, including FICA, FUTA and state unemployment (the "Employer Payroll Taxes") but shall not be liable for any other taxes.
- h. **Claim Administrator's Fees.** The fees for the Claims Administrator shall be paid separately from the Gross Settlement Amount. If Defendant does not self-

administer the settlement, it will pay the Claims Administrator directly for the costs of administration.

- i. **Taxation of Settlement Proceeds.** The Settlement Collective Members agree that Defendant has not made any representations regarding the taxability of any payments made pursuant to this Settlement Agreement. The Settlement Collective Members agree and warrant that they have been and remain solely responsible for the timely payment of all taxes owed by each of them, if any, which have been due, or which may become due to any governmental authority from receipt of any funds received from Defendant pursuant to this Settlement Agreement.
- j. **Mediation Costs.** Defendant will of the entirety of the mediators fees for the December 2024 and September 10, 2025 mediation sessions. If Plaintiff has already paid their portion of the mediators fees, the Defendant reimburse Plaintiffs' Counsel for their share of the mediation fees at the time it wires Plaintiffs' Counsel's attorney fees and costs to the Settlement Claims Administrator, who shall include those funds with the payment of attorney fees and costs.

8. Mutual Full Cooperation. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, execution of such documents and to take such other action as may be reasonably necessary to obtain approval of and implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement and to obtain a Final Order in the Action upon completion of the terms and conditions of the Settlement Agreement as approved by the Court.

9. Duties of the Parties Prior to Court Approval. Within 14 days of execution of this Settlement Agreement, Plaintiff shall file an unopposed motion for approval of settlement, and attorneys' fees and costs, that includes a Proposed Approval Order, substantially in the form attached as Exhibit B. Although this will be Plaintiffs' motion and Plaintiffs' responsibility to draft, the Parties will cooperate in the preparation of the motion and Defendant shall have the opportunity to review and comment on the draft before it is filed.

10. Duties of the Parties Following Court Approval. Within 14 days of the Court granting approval of the settlement, Defendant shall provide the Claims Administrator with the Settlement Collective List identifying each Settlement Collective Member's: (1) name (2) last known address, (3) social security number, and (4) the dates of employment as a CSR.

11. Settlement Administration.

- a. All settlement administration costs and fees for the Claims Administrator, including but not limited to the mailing of the Notice and Claim Form to last known addresses, shall be paid by Defendant, separate from the Total Gross Settlement Amount.
- b. Neither Morley nor the Claims Administrator will be obligated at any stage to engage investigative services to locate Collective Members; however, the Claims Administrator [and if self-administered–Morley], shall update Collective Members’ last known mailing address through the National Change of Address program certified by the United States Postal Service and other standard skip trace methods.
- c. The Claims Administrator will issue the Notice in accordance with this Settlement Agreement and the Court’s approval order within 14 days of receiving the Settlement Collective Member list from Defendant.
- d. The Claims Administrator shall be responsible for, in addition to any obligations stated herein or otherwise mutually agreed to by the Parties: establishing and maintaining a QSF; distribution of the Notice to Settlement Collective Members; paying from the QSF the amount of attorneys’ fees and costs awarded to Plaintiffs’ Counsel; the settlement administration process; providing the Parties on a regular basis with notice of the identity of individuals who timely submit a Claim Form; calculating and disbursing payment for all appropriate taxes to be paid under the settlement, as stated herein; complying with all applicable tax reporting obligations including preparing and filing all applicable tax forms and amendments or modifications required thereto; and distribution of the Settlement Checks to the Settlement Collective Members who timely submit Claim Forms; and delivering a final written report to the Parties Counsel detailing the results of the Settlement Collective mailings and participation and preparing for filing with the Court, a list of collective members who submit claim forms, authenticating claims forms, and providing claim forms in a manner appropriate for filing with the Court.

12. Notice to the Settlement Collective Members.

- a. The Claims Administrator will send the Court-approved Notice of Collective Action Settlement (attached as Exhibit C) and the Claim Form, substantially in the form attached hereto as Exhibit A, including any modifications at the direction of the Court, to the Settlement Collective Members, by first-class mail within the time frame in Paragraph 11(c) above.
- b. Collective Members will have forty-five (45) days after the Notice is first mailed to submit their Claim Form (“Claim Period”). Late claims, or claims

submitted in a manner that do not comply with the process contained herein, shall not be accepted.

- c. Named Plaintiffs and the current Opt-In Plaintiff (“Shaffer”) are not required to submit a Claim Form in order to participate in this settlement and receive their Payments and shall be deemed participants by this Agreement.
- d. Within fifteen calendar days of the close of the Claim Period, the Claims Administrator shall certify and provide to the Parties Counsel the number of Settlement Collective Members who timely returned their Claim Form and Release; Throughout the Claim Period, the Claims Administrator will provide weekly reports to the Parties regarding the status of settlement administration.

13. Binding Effect.

- a. All Settlement Collective Members who file a claim will be bound by the Final Approval Order, the judgment, and the releases set forth in this Agreement.
- b. None of the Parties, their Counsel, nor any person on their behalf, shall seek to solicit or otherwise encourage anyone to appeal from any order of the Court that is consistent with the terms of this settlement, or discourage participation in the settlement claims process; however, Plaintiffs’ Counsel may advise Collective Members how to assert their right or provide other advice as required to comply with Counsel’s ethical obligations.

14. Right to Terminate. A failure of the Court to approve the Settlement or any material provision of this Settlement Agreement which effects a fundamental change of the Parties’ Settlement shall render the entire Settlement Agreement voidable and unenforceable as to all Parties herein at the option of the party adversely affected thereby. In the event the Court does not approve the Settlement Agreement as presently drafted, the Parties reserve all rights, claims, and defenses and nothing in this agreement shall be deemed to affect any parties’ rights. However, neither Party may void the Settlement Agreement based on the Court’s approval or non-approval of a specific number of attorneys’ fees or costs or Service Awards to the Named Plaintiff. The Court’s failure to approve Plaintiffs’ Counsel’s fees and cost request or Service Award Request shall not render the remainder of the Settlement Agreement unenforceable. To the extent the Court declines to approve the settlement, prior to voiding the settlement, the Parties agree to engage in good-faith negotiations to attempt to revise the Settlement agreement to address objections to the settlement raised by the Court. If the Parties cannot reach agreement on revisions to the settlement agreement, either party may declare the settlement null and void.

15. Effect of Termination. If this Settlement Agreement is voided under Paragraph 14 of this Agreement and the disputed issue is not resolved by the Parties, this Settlement Agreement shall have no force or effect; all negotiations, statements and proceedings related thereto shall be without prejudice to the rights of any Party, all of whom shall be restored to their respective positions in the Action prior to the settlement; and neither this Settlement Agreement, its ancillary documents, actions or filings the Parties agreed to, or any statements made in connection with the

negotiation of the settlement, shall be admissible or offered into evidence in the lawsuit or any other action for any purpose.

16. SETTLEMENT AGREEMENT RELEASE AND PAYMENT PROCESSES.

16.1 This Agreement becomes effective on the Effective Date.

16.2 Upon the Effective Date, (and except as to such rights or claims as may be created by this Settlement Agreement), each Collective Member who timely submits a Claim Form in compliance with the procedures in the Notice shall be deemed to have agreed to and accepted the FLSA and State Law Release as stated below and in the Notice.

16.2.1 “State Law Release” means that the individual deemed covered under this Settlement Agreement fully releases and discharges Defendant and Releasees from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, expressly limited to wage and hour claims under Michigan or any other state or federal law for unpaid regular and/or overtime for hours worked by Collective Member, and any damages, penalties, interests, fees or costs derivative from those wage and hour claims available under any state or federal law, that were or could have been alleged in the Action or that reasonably arise out of the acts alleged in the Action, which includes all claims under any state or local law for payment for time worked for Morley, and including associated liquidated damages, interest, and penalty claims that were asserted or could have been asserted in this Action for work performed by the Collective Member during the Collective Period (through November 11, 2024). This release includes all claims for unpaid wages as alleged in the operative Complaint, including but not limited to claims for alleged off-the-clock work and claims for alleged failure to pay minimum wage or overtime, under any state minimum wage laws, state wage payment and collection laws, state overtime statutes, state common law and unjust enrichment, *quantum meruit*, and pursuant to wage contract claims. Collective Members do not waive any claim related to workers’ compensation, unemployment compensation or discrimination law, or any other claims that cannot be released under applicable law.

16.2.2 “FLSA Release” means that the individual deemed covered by that release under this Settlement Agreement fully releases and discharges Defendant and Releasees from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, expressly limited to wage and hour claims under the Fair Labor Standards Act for unpaid minimum wage or overtime, and any damages, penalties, interests, fees or costs derivative from those wage and hour claims available

under the FLSA, that were specifically alleged in the Action or that reasonably arise out of the factual predicate of the acts alleged in the Action, which includes all claims under the FLSA for payment for time worked for Morley, and including associated liquidated damages, interest, and penalty claims derivative of those claims for payment for time worked that were asserted or could have been asserted in this Action based on the factual predicate alleged in the Complaint under the FLSA during the Collective Period through November 11, 2024.

17. Additional Terms Applicable to Named Plaintiff Cocagne. The terms in this Paragraph apply only to Named Plaintiff Cocagne. Plaintiff Cocagne agrees that in exchange for additional consideration:

(a) **General Release.** Plaintiff Cocagne knowingly releases and forever discharges Morley and Releasees of and from any and all claims, known and unknown, asserted or unasserted, which she has or may have against Morley and/or Releasees as of the date of execution of this Agreement, including but not limited to any claims relating to, arising from, or based upon, any alleged violation of any federal, state, or local statute, regulation, ordinance or other law, including but not limited to: Title VII of the Civil Rights Act of 1964; Sections 1981 through 1988 of Title 42 of the United States Code; The Immigration Reform and Control Act; The Americans with Disabilities Act of 1990; The Age Discrimination in Employment Act of 1967 (“ADEA”); The Worker Adjustment and Retraining Notification Act; The Fair Credit Reporting Act; The Family and Medical Leave Act (“FMLA”); The Equal Pay Act; The Genetic Information Nondiscrimination Act of 2008 (“GINA”); The Michigan Improved Opportunity Wage Act and its predecessor statutes; the Michigan Payment of Wages and Fringe Benefit Act, the Elliot-Larsen Civil Rights Act, M.C.L. §37.2101 et seq., and any other state statute, law, rule, or regulation relating to labor and employment, including but not limited to, any claim for unpaid wages and/or penalties; any claim based upon public policy, contract, tort, or common law; any state discrimination or retaliation law; and any basis for recovering costs, fees, or other expenses including attorneys’ fees incurred in these matters. This is a general release which shall be interpreted as such to the fullest extent permitted by law.

(b) **Non-Disparagement and Confidentiality.** Plaintiff Cocagne agrees that neither she nor her counsel will make any statement to any person or entity, or upon any forum, including but not limited to the media or online, that is disparaging of the business, reputation, competence or good character of Morley or any Releasee, or that, if publicized, may cause humiliation, embarrassment or otherwise tend to injure or cause damage to their business or encourage any entity or person to refrain from, or cease doing business with, Morley or any Releasee. Plaintiff Cocagne further agrees that the fact, terms, and amount of her individual settlement payment as well as statements made in the course of settlement discussion or mediation shall remain strictly confidential and shall not be disclosed to any third party, including any current or former employees of Defendant or any Releasee, except as necessary for: Court Approval, Settlement Administration, or for communication made to her legal counsel, tax advisor, or spouse or domestic partner, and except for filing with the Court or as part of the notice process, Cocagne individually will only make such disclosure under conditions of strict confidentiality, and the Cocagne shall ensure that any such individual is advised of and agrees to maintain the

confidentiality of the settlement. Notwithstanding the foregoing, nothing in this paragraph is intended to interfere with the Notice to the Collective Members of the settlement or require exclusion of the Settlement Amount to Plaintiff Cocagne as part of the notice process or interfere with the Settlement Administrators administration of the settlement.

(c) **No Re-employment.** Plaintiff Cocagne agrees that she is not eligible for recall, employment, reassignment, contracting with, or assignment, as an employee and/or contractor with Morley or any of the Releasees. Accordingly, Plaintiff Cocagne shall not apply in the future for employment or to be able to contract with Morley or any Releasee because of, among other things, irreconcilable differences between them. Plaintiff Cocagne agrees that should she, despite the existence of this Agreement, apply for a position with Morley or Releasees, whether for employment, a contractor position, or other business relationship, that this Agreement shall serve as a legitimate, non-discriminatory and non-retaliatory reason for Morley and/or Releasees not to hire or otherwise contract or engage in business with her. Plaintiff Cocagne further agrees that if Morley or any Releasee inadvertently hires her or engages in a business relationship with her, this Agreement constitutes sufficient legal non-discriminatory and non-retaliatory cause to immediately terminate such employment, position, or relationship. If Plaintiff Cocagne inadvertently applies for, or accepts, such employment, contract, position, or assignment, she shall immediately withdraw her application or voluntarily terminate such employment, contract, position, or assignment. Plaintiff Cocagne understands that the foregoing provision is a negotiated provision of the Agreement and not evidence of retaliation.

18. Distribution of Settlement Payments to Collective Members.

The QSF shall be funded by Morley in two stages:

(a) **Initial Funding:** Within ten (10) business days of the Effective Date, Morley shall wire transfer to the Claims Administrator:

- All Court-approved attorney fees and costs;
- All approved service awards;
- The administration fees (if not self-administered).

Within five (5) business days after the Claims Administrator receives Morley's payment pursuant to this provision, it shall pay to Morgan & Morgan P.A. via wire transfer or otherwise the total amount of attorney fees, and costs approved by the Court. Plaintiffs' Counsel shall provide the Claims Administrator with a fully completed IRS Form W-9.

(b) **Claims-Based Funding:** Within ten (10) business days following the close of the Claim Form Deadline, and upon written notice from the Claims Administrator of: (1) The total amount of claims submitted by Settlement Collective Members, and (2) The calculated amount of Employer Payroll Taxes due on the wage portion of those claims, Morley shall wire transfer to the Claims Administrator:

- The total amount of claim payments due to Settlement Collective Members, and

- The corresponding Employer Payroll Taxes.

(c) **Mailing of Settlement Payments:** The Claims Administrator shall mail the payments by check to all participating Settlement Collective Members within thirty (30) calendar days of receipt of the Claims-Based Funding.

(d) **Settlement Payment Expiration:** Settlement Collective Members shall have sixty days (60) calendar days after the date of the mailing to cash their settlement checks, or the checks will expire. Any uncashed or expired checks issued to Settlement Collective Members after that date shall revert to Morley within 30 days of their expiration, but in such circumstance, the release granted by the Court remains valid. Defendant agrees to confer with Plaintiff's Counsel regarding any circumstances which may warrant reissuance of settlement checks for a period of an additional 45 days and will not unreasonably withhold settlement funds for any Settlement Collective Members who timely return their consent to join form but subsequently fail to cash their settlement check within the 60 days allocated.

MISCELLANEOUS, INTERPRETATION AND ENFORCEMENT PROVISIONS.

(e) **Parties' Authority.** The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof. This is a binding agreement and contains all agreed-upon terms for the Parties (aside from the separate general release agreement Plaintiff Cocagne executes) to seek a full and final settlement of the Action.

(f) **Enforcement Actions.** This Settlement Agreement is fully enforceable in the U.S. District Court for the Eastern District of Michigan before the Honorable Mark A. Goldsmith or such judge as may be designated in his stead by the procedures of the Court, who shall retain jurisdiction to enforce this Agreement. However, before either Party seeks resolution with the Court, they shall return to mediation with Michael Russell to attempt to resolve the issue via mediation between the Parties.

(g) **Notices.** Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder by the Parties to this Settlement Agreement shall be in writing and shall be addressed to the addresses listed for Counsel under Paragraphs 1(g) and 1(h).

(h) **Construction.** The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, extensive, arms' length negotiations between the Parties and that the Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any party or his or its counsel participated in the drafting of this Settlement Agreement.

(i) **Captions and Interpretations.** Section or paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital.

(j) Modification. This Settlement Agreement may not be changed, altered, or modified except in writing and signed by the Parties hereto, and approved by the Court, except that the Parties may mutually agree to reasonable extensions of time that do not affect any effective dates. This Settlement Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

(k) Integration Clause. This Settlement Agreement constitutes the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, agreed to by the Parties in this matter, are merged herein. No rights hereunder may be waived except in writing.

(l) No Prior Assignments. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action, or rights herein released and discharged except as set forth herein.

(m) Signatories. It is agreed that because the Collective Members are so numerous, it is impossible or impractical and not required to have each Collective Member execute this Settlement Agreement. The Notice will advise all Collective Members of the binding nature of the release as applicable under this Settlement Agreement and such shall have the same force and effect as if this Settlement Agreement were executed by each Collective Member.

(n) No Publicity. The Parties agree that Plaintiffs and their Counsel shall not: (a) publicize the terms of this Agreement to any person, newspaper, magazine, radio or television station, website, Internet site, blog site or in any other manner; and/or (b) advise any present or former employees of any Released Parties of this settlement or any of the terms hereof, except as required by law, necessary for settlement administration, or as provided for by this Agreement. Nothing in this Agreement shall preclude Plaintiffs' Counsel from responding to inquiries made by Settlement Collective Members or for the Claims Administrator to administer the Settlement.

(o) Counterparts and Electronic Signatures. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. Signatures sent by facsimile machine, scanned signatures in Portable Document Format sent by email, or by electronic signature through DocuSign shall be deemed original signatures.

In witness whereof, the Parties have executed this Agreement as of the date set forth below.

Dated: 10/10/2025 _____

Jodi Cocagne

Jodi Cocagne, Named Plaintiff

Dated: 10/13/2025 _____

Jill Gushow

Jill Gushow, General Counsel
Morley Companies, Inc.

Approved as to form:

Dated: 10/10/2025 _____

Andrew Frisch

Andrew R. Frisch, Esq., Plaintiffs' Counsel

Dated: 10/13/2025 _____

Allan Rubin

Allan S. Rubin, Esq., Defendant's Counsel

**Exhibit A
CLAIM FORM**

CLAIM FORM

Cocagne, et al. v. Morley Companies, Inc.
United States District Court – Eastern District of Michigan
Case No. 5:24-cv-11114
Instructions:

To receive a settlement payment, you must complete and return this Claim Form by **[Insert Deadline – 45 days from mailing]**.

You may submit this form by:

- Mail: [Insert Claims Administrator Address]
- Email: [Insert Claims Administrator Email]
- Online: [Insert Claims Administrator Website]

Section 1: Contact Information

Full Name: _____

Street Address: _____

City, State, ZIP: _____

Phone Number: _____

Email Address: _____

Section 2: Consent to Join the Lawsuit

By signing below, I consent to join the lawsuit titled *Cocagne, et al. v. Morley Companies, Inc.*, and agree to participate in the settlement as a Settlement Collective Member. I understand that:

- I will receive a payment based on the number of workweeks I worked as a Customer Service Representative between April 26, 2021 and November 11, 2024.
- I will release certain legal claims against Morley Companies, Inc. as described in the Notice of Settlement and Settlement Agreement, including FLSA and State Law Claims.
- I am responsible for any taxes owed on the settlement payment.

Section 3: Signature

Signature: _____

Date: _____

Need Help?

If you have questions about this form or the settlement, contact the Claims Administrator at:

- [Insert Claims Administrator Contact Info]

Or to Plaintiffs' Counsel:

Andrew R. Frisch, Esq.
Morgan & Morgan, P.A.
(954) 318-0268
afrisch@forthepeople.com

Exhibit B
PROPOSED APPROVAL ORDER

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

JODI COCAGNE, individually, and on behalf of
others similarly situated,

Plaintiff,

Case No: 5:24-cv-11114

v.

Hon. Mark A. Goldsmith

MORLEY COMPANIES,
INCORPORATED, a Domestic Profit Corporation, Mag. Judge Kimberly G. Altman
Defendant.

**[PROPOSED] ORDER APPROVING SETTLEMENT AND
DISMISSAL OF LAWSUIT WITH PREJUDICE**

After a review of Plaintiffs’ Unopposed Motion for Approval of Settlement and Stipulation of Dismissal with Prejudice, the Settlement Agreement, and the Declarations submitted by Plaintiffs’ Counsel, the Court is satisfied that the settlement reached in this matter is a “fair and reasonable resolution of a *bona fide* dispute” under the Fair Labor Standards Act. *See* 29 U.S.C. § 216.

It is therefore this ____ day of _____ 2025 Ordered and Adjudged as follows:

1. The Proposed Settlement is APPROVED, including, but not limited to, Plaintiffs’ Counsel’s attorneys’ fees and costs, the Claims Administrator, and the Notice Process defined in the Parties’ Settlement Agreement.

2. IT IS FURTHER ORDERED that:

- All capitalized terms not otherwise defined in this Order shall have the same meaning ascribed to them in the Parties’ Settlement Agreement;

- [insert third-party administrator (if not Morley)] will serve as “Claims Administrator” in providing notice, claim process and administration services under the Settlement Agreement;
- Named Plaintiff Cocagne is appointed as representative for the Settlement Collective; and
- Andrew R. Frisch, Esq. is approved as Plaintiffs’ Counsel for the Settlement Collective.

IT IS FURTHER ORDERED that the form and content of the Notice of Settlement and the Claim Form attached to Plaintiffs’ Unopposed Motion for Settlement Approval are adequate, proper, comport with Due Process, and they are hereby approved and authorized for distribution to Collective Members as mutually agreed to between the Parties;

IT IS FURTHER ORDERED that Counsel for the Parties are hereby authorized to jointly use all reasonable procedures in connection with approval and administration of the settlement that are not materially inconsistent with this Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the form or content of the Notice, moderate extensions of time that do not alter effective dates, and minor changes to other exhibits that they jointly agree are reasonable or necessary to effectuate the settlement terms.

IT IS FURTHER ORDERED that this case be and is DISMISSED with Prejudice.

Honorable Mark A. Goldsmith
United States District Judge

**Exhibit C
[PROPOSED] NOTICE**

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

JODI COCAGNE, individually, and on behalf of
others similarly situated,

Plaintiff,

Case No: 5:24-cv-11114

v.

Hon. Mark A. Goldsmith

MORLEY COMPANIES,
INCORPORATED, a Domestic Profit Corporation,
Defendant.

Mag. Judge Kimberly G. Altman

NOTICE OF SETTLEMENT

A federal court authorized this notice. This is not a solicitation from a lawyer.

1. Introduction

- This Notice is to inform you about a lawsuit in which you are eligible to receive a payment under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201, *et seq.*, to advise how your rights may be affected by participating in the settlement, and to instruct you on the procedure for participating in this settlement, if you so choose.
- Plaintiff, Jodi Cocagne (“Plaintiff”), filed this action against Defendant, Morley Companies, Inc. (hereinafter, “Morley” or “Defendant”) on behalf of hourly Customer Service Representatives (“CSRs”) employed by Morley between April 26, 2021 and November 11, 2024 (“Relevant Period”) who worked at least 40 hours in one or more workweeks.
- Plaintiff alleges that Defendant failed to properly pay hourly, non-exempt CSRs and that these failures resulted in unpaid overtime under the Fair Labor Standards Act and Michigan wage laws.
- Defendant expressly denies Plaintiff’s allegations and asserts that at all relevant times they have paid their employees properly. By entering into the settlement, Defendant does not admit any liability or wrongdoing.
- The settlement is the result of good-faith, arm’s-length negotiations between the Plaintiff and

the Defendant, through their respective attorneys. Both sides agree that, considering the risks and expense associated with continued litigation, this settlement is fair and reasonable.

- As part of the settlement, Defendant will pay a gross amount of \$900,000 to be allocated among you and other CSRs (“Putative Collective Members”). The process of how the settlement amount is being distributed is set forth below in Section 2 and 3. The Court has entered an Order approving the parties’ Settlement Agreement (the “Approval Order”).
- You are receiving this Notice because based on the Defendant’s records you are eligible to participate in the settlement and to receive payment from the settlement.
- Enclosed is a claim form. Pursuant to the Court’s Approval Order, all Putative Collective Members who timely return a claim consent to join the lawsuit (i.e., “Settlement Collective Members”) will release certain claims against Defendant, as described in Section 7 below, in exchange for a share of the Net Settlement Amount.
- Claim forms must be returned within 45 days of the date they are mailed by the Claims Administrator. Failure to timely return your claim will exclude you from the settlement and you will not receive a settlement payment as a result of the settlement. You may return your claim form by mail, email, or by visiting: **INSERT URL.**
- You have 60 days to cash, deposit or cause to be deposited this check, and if you fail to do so, you will waive your right to payment but will be bound by the terms of the Agreement and have released your claims against the Defendant.
- The Court in charge of the case is the United States District Court for the Eastern District of Michigan. The case is captioned: *Jody Cocagne v. Morley Companies, Incorporated*, Case No.: 5:24-cv-11114, United States District Court for the Eastern District of Michigan, Southern Division (Hon. Mark A. Goldsmith)

2. How is the settlement being allocated?

The total settlement amount of \$900,000 which was approved by the Court is being allocated as follows:

(a) \$ _____ dollars to be paid to Settlement Class Members (“Net Settlement Amount”) This amount is divided pursuant to the allocation formula described in Section 3 below.

(b) \$ _____ to the Named Plaintiff, in exchange for her general release, along with compensation for the time she spent and the risk she incurred in representing you in this litigation.

(c) \$ _____ of the Gross Settlement Amount for attorneys’ fees. The attorneys’ fees compensate your attorneys for the time spent litigating the case, during which they have not been

paid.

(d) Reimbursement of litigation costs not to exceed \$_____.

3. How was my Individual Settlement Payment calculated?

Each Settlement Class Member's Individual Settlement Payment was calculated from Defendant's payroll data. The Net Settlement Amount was divided into equal shares based upon the total number of workweeks worked by all Settlement Class Members during the Relevant Period, with each workweek equal to one-share of the Net Settlement Amount. Your Individual Settlement Payment was calculated by multiplying the total number of workweeks you worked by one share, less applicable taxes.

The parties agreed for tax purposes, each Individual Settlement Payment will be allocated 50 percent to wages and reported to you on an IRS Form W-2; and 50% to statutory liquidated damages to be reported on an IRS Form 1099. Settlement Collective Members will be responsible for the taxes on all payments received by them, for filing returns, and reporting all income received to state and federal taxing authorities, and for payment of any other applicable taxes due. Counsel for the Parties cannot provide any advice regarding your tax obligations. You should seek tax advice from your own tax advisor.

You have 60 days calendar days after the issuance of your settlement check to cash, deposit, or cause to be deposited the settlement check. After that time, the settlement check will expire and any uncashed settlement checks will be returned to the Defendant, and you will not receive a payment as a result of the settlement.

4. Where can I get more information?

You may view the Amended Complaint, Settlement Agreement, and Approval Order by visiting the Claims Administrators web site or by contacting the Claims Administrator at:

INSERT TPA CONTACT INFORMATION

or by contacting the attorneys representing Plaintiffs at:

Andrew R. Frisch, Esq.
Morgan & Morgan, P.A.
600 North Pine Island Road Suite 400
Plantation Florida 33324
Direct Dial: (954) 318-0268
E-mail: afrisch@forthepeople.com.

5. How did I get involved?

On April 26, 2024, the Named Plaintiff Jodi Cocagne filed this lawsuit as a collective action. On [REDACTED], 2025, the Court approved the Parties' settlement as an FLSA collective action and authorized this Settlement Notice to members of the collective and provided members of the collective 45 days to return their claim form and join the case as Settlement Collective Member. By returning a valid claim form, you consent to join the lawsuit and join the settlement as a Settlement Collective Member.

6. Why is there a settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a settlement without Defendant's admission of liability, which brings the litigation to an end. That way, Plaintiff and Defendant avoid the cost, delay, and uncertainty of moving forward in litigation, a trial and possible appeals, and the Settlement Collective Members will receive compensation.

7. What legal claims will I release if I participate in the settlement?

Under the settlement, if you return your claim form, you cannot sue again or be part of any other lawsuit against Defendant about the same legal issues in this case. It also means that all the Court's orders will apply and legally bind you. The U.S. District Court for the Eastern District of Michigan has approved the settlement, and under the terms of the settlement, all Settlement Collective Members will be bound by the Release which waives and releases all Released Claims against the Released Parties during the Released Period. As set forth in the Agreement, these terms mean:

Released Claims

"Released Claims" includes State Law and FLSA Claims, which are defined as follows:

- (i) **State Law Claims**: means any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, expressly limited to wage and hour claims under Michigan or any other state or federal law for unpaid regular and/or overtime for hours worked by Collective Member, and any damages, penalties, interests, fees or costs derivative from those wage and hour claims available under any state or federal law, that were or could have been alleged in the Action or that reasonably arise out of the acts alleged in the Action, which includes all claims

under any state or local law for payment for time worked for Morley, and including associated liquidated damages, interest, and penalty claims that were asserted or could have been asserted in this Action for work performed by the Collective Member during the Collective Period (through November 11, 2024). This release includes all claims for unpaid wages as alleged in the operative Complaint, including but not limited to claims for alleged off-the-clock work and claims for alleged failure to pay minimum wage or overtime, under any state minimum wage laws, state wage payment and collection laws, state overtime statutes, state common law and unjust enrichment, *quantum meruit*, and pursuant to wage contract claims.

- (ii) FLSA Claims: mean any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, expressly limited to wage and hour claims under the Fair Labor Standards Act for unpaid minimum wage or overtime, and any damages, penalties, interests, fees or costs derivative from those wage and hour claims available under the FLSA, that were specifically alleged in the Action or that reasonably arise out of the factual predicate of the acts alleged in the Action, which includes all claims under the FLSA for payment for time worked for Morley, and including associated liquidated damages, interest, and penalty claims derivative of those claims for payment for time worked that were asserted or could have been asserted in this Action based on the factual predicate alleged in the Complaint under the FLSA during the Collective Period through November 11, 2024

Released Parties

“Released Parties” or “Releasees” means Morley Incorporated, Inc. (“Morley”), its present and former subsidiaries, divisions, parent companies, holding companies, stockholders, shareholders, officers, directors, employees, agents, servants, representatives, attorneys, insurers, affiliates and the successors, heirs and assigns of any such entity or person, as well as any individual who could be included within the definition of “employer” under the Fair Labor Standards Act 29 U.S.C. 201 *et seq.*, the Michigan Improved Workforce Opportunity Wage Act, MCL §§ 408.931 *et seq.*, the Michigan Payment of Wages and Fringe Benefit Act, MCL §§ 408.471 *et seq.*, and/or any federal, state, or local law or ordinance pertaining to the payment of wages in any location that a Settlement Collective Member worked or resided during his or her employment, including but not limited to all officers, directors, shareholders, employees, agents, and managers of Morley and the aforementioned entities in their personal capacities.

Released Period

“Release Period” means from the beginning of time through and including November 11, 2024.

* * *

**Please do not call the Court or the Court clerk's office to inquire about this settlement.
They will be unable to help you.**

Exhibit D

SETTLEMENT TIMELINE

Event	Deadline
Effective Date	3 business days after Court approval and satisfaction of conditions
Initial Funding (Attorney Fees, Service Awards, Admin Fees)	Within 10 business days of Effective Date
Claim Form Deadline	45 calendar days after Notice is mailed
Claims Administrator Notice of Claims & Payroll Taxes	Within 5 business days after Claim Form Deadline
Second-Stage Funding (Claim Payments & Payroll Taxes)	Within 10 business days after Claim Form Deadline
Mailing of Settlement Checks	Within 30 calendar days after second-stage funding
Check Expiration	60 calendar days after mailing
Reversion of Uncashed Checks	30 calendar days after expiration

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