



WHEREAS, Defendants have asserted certain affirmative defenses in the Lawsuit, disclaim and deny the allegations in Plaintiff's Lawsuit in their entirety, deny wrongdoing and liability in its entirety, and deny that any class is capable of being certified but for Defendants' agreement hereunder; and

WHEREAS, on the date first written above, after arm's-length negotiations facilitated by a third-party mediator, which included the exchange of significant informal discovery, the Parties agreed to a resolution of their dispute on the terms and conditions set forth in this Agreement (the "**Settlement**"); and

WHEREAS, solely for the purpose of settling the Lawsuit, and without admitting any wrongdoing or liability, Defendants have agreed, for Settlement purposes only, to class certification under Maryland Rules of Civil Procedure-Circuit Court Rule 2-231, and collective certification under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.* ("**FLSA**"); and

WHEREAS, the Parties desire to resolve this Lawsuit on a class and collective wide basis and avoid the costs, risks, and delays associated with litigation; and

WHEREAS, Morgan and Morgan, P.A., and Hayber, McKenna & Dinsmore, LLC, counsel for Plaintiff and, subject to Court approval, for the putative Class and collective ("**Class Counsel**"), has analyzed and evaluated the merits of the claims made against the Defendants and the impact of this Agreement on Plaintiff and the Class Members (as defined in Section IV.B below), including without limitation based upon data, including payroll, timekeeping, and security screen records, provided to Class Counsel by Defendants, and based upon Class Counsel's analysis and evaluation of a number of other factors. Recognizing the substantial risks of continued litigation, including the possibility that the Lawsuit, if not settled now, might result in no recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable and adequate and that this Agreement is in the best interest of the Plaintiff and the Class Members.

NOW, THEREFORE, the Parties, intending to be legally bound, and in consideration of the foregoing premises, the mutual promises and covenants contained herein, monetary consideration set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the Parties agree as follows:

**I. Non-Admission of Liability.**

By entering into this Agreement, Defendants do not admit to any wrongdoing or violation of Federal or State statutes or regulations of any kind, or that they are liable for any of the amounts sought by Plaintiff in the Lawsuit, and expressly deny the same. Plaintiff and the Class understand and acknowledge the foregoing, and the Parties further agree that the instant Agreement is not evidence of, and may not be used as evidence of liability, violation of law or other wrongdoing, or an admission of same, by either Defendant.

## II. Release of Claims.

### A. Release of Maryland Wage and Hour Claims.

Upon the Final Approval Order (defined below) being issued, and except as to such rights or claims as may be specifically created by this Agreement, Plaintiff, on behalf of Plaintiff and Plaintiff's issue, heirs, beneficiaries, personal and legal representatives, spouse, family members, successors, agents, executors, administrators, trustees, attorneys-in-fact, insurers, attorneys, and assigns (collectively, "***Plaintiff's Related Persons and Entities***") and each Class Member on their behalf and each Class Member's issue, heirs, beneficiaries, personal and legal representatives, spouse, family members, successors, agents, executors, administrators, trustees, attorneys-in-fact, insurers, attorneys, and assigns (collectively, "***Class Members' Related Persons and Entities***") fully releases and discharges (a) Six Flags America; (b) SFEC; (c) Six Flags America's and SFEC's respective past, present, and future direct and indirect parents, subsidiaries, predecessors, successors, sister and other associated or related companies and businesses, members, partners, attorneys, affiliates, insurers, third party administrators, and assigns; (d) regarding Six Flags America, SFEC, and all of the foregoing in item (c), each of their respective past, present, and future shareholders, officers, directors, members, managers, owners, partners, principals, employees, agents, servants, fiduciaries, trustees, employee benefit plan administrators, insurers, third party administrators, attorneys, representatives, and assigns; (e) any other persons, firms, or companies in privity with either Six Flags America, SFEC, or any of the foregoing in items (c) and (d) or who might otherwise be liable; and (f) the predecessors and successors of all of the entities and persons being released set forth in items (a), (b), (c), (d), and (e) above (all of the foregoing in items (c), (d), (e), and (f) above are referred to collectively as "***Defendants' Related Persons and Entities***"), from any and all claims for any wage and hour violations, including without limitation concerning any and all claims for unpaid working time, wages, minimum wages, overtime, off-the-clock work, and related claims that were or could have been asserted against any of the Defendants or Defendants' Related Persons and Entities and/or were asserted in the Lawsuit, and any and all claims relating thereto or arising therefrom, including without limitation any and all claims for unpaid time relating to alleged time spent waiting for and undergoing security screenings, walking to and from workstations, and any and all claims related thereto, by the Plaintiff and each Class Member under Maryland state and/or local law, including without limitation claims arising under the MWHL, MWPCL, COMAR Regulations, and any supporting or related laws, statutes, rule or regulations, from October 23, 2020, through the date of issuance of the Final Approval Order ("***Class Period***"). This release includes all claims for all damages arising from any such released claims, including without limitation claims for liquidated damages, penalties, interest, and attorneys' fees and costs. Released claims include any and all manner of debts, actions, causes of action, suits, accounts, claims, demands, controversies, covenants, contracts, agreements, warranties, liens, sums of money, judgments, executions, omissions, promises,

obligations, damages and liabilities of any nature whatsoever, under federal, state or local laws, whether or not now known, suspected or claimed, that were asserted, or could have been asserted by the Plaintiff or Class Members in this Lawsuit, that in any way relate to or arise out of the conduct alleged in the Complaint filed by Plaintiff in the Lawsuit or similar conduct, wherever it may have occurred, including without limitation any and all claims arising under or relating to the MWHL, MWPCCL, and COMAR Regulations (the foregoing collectively, the “*Maryland Wage and Hour Claims*”).

## **B. Release of FLSA Claims.**

Upon the Final Approval Order being issued, and except as to such rights or claims as may be specifically created by this Agreement, each Class Member who endorses their Settlement Checks (defined below), on their behalf, and on behalf of their respective current, former and future heirs, executors, administrators, agents, and attorneys, fully releases and discharges the Defendants and Defendants’ Related Persons and Entities from any and all claims for any wage and hour violations, including without limitation concerning any and all unpaid working time, minimum wages, overtime, off-the-clock work, and related claims that were or could have been asserted against any of the Defendants and Defendants’ Related Persons and Entities and/or as were asserted in the Lawsuit, and any and all claims relating thereto or arising therefrom, including without limitation any and all claims for unpaid time relating to alleged time spent waiting for and undergoing security screenings, walking to and from workstations, and any and all claims related thereto, by each Class Member under the FLSA, 29 U.S.C. §§ 201 *et seq.*, and its related rules and regulations, from October 23, 2020, through the date of issuance of the Final Approval Order. This release includes all claims for all damages arising from any such released claims, including without limitation claims for liquidated damages, interest, and attorneys’ fees and costs (the foregoing collectively, the “*FLSA Claims*”).

## **C. Settlement Checks.**

All checks issued by the Settlement Administrator (as defined in Section V.A below) to Class Members from the Settlement Fund (as defined in Section III.A below) (the “*Settlement Checks*”) shall contain, on the back of the check, the following limited endorsement (or words to similar effect in the event that such is not administratively feasible):

### **“RELEASE OF CLAIMS:**

By endorsing this check, I hereby consent to join in the case entitled *Aaron Snipes, on behalf of himself and all others similarly situated, v. Six Flags America, LP, and Six Flags Entertainment Corporation (“Snipes”)*, and I hereby opt in the FLSA collective in *Snipes* and release the Defendants and Defendants’ Related Persons and Entities (as defined in the Settlement

Agreement) in the case entitled *Aaron Snipes, on behalf of himself and all others similarly situated, v. Six Flags America, LP, and Six Flags Entertainment Corporation*, from all wage and hour claims under the Fair Labor Standards Act, the Maryland Wage and Hour law, the Maryland Wage Payment and Collection Law, and their interpretive regulations and/or any other applicable wage and hour law, rule or regulation brought, or which could have been brought, in *Snipes*.”

Any modification or amendment of the endorsement language set forth on a Settlement Check by the Class Member, at Defendants’ discretion, may not be accepted and, if not accepted, shall void the Settlement Check. Any Class Member who does not endorse and/or otherwise cash their Settlement Checks shall be deemed not to have opted into the Settlement with respect to any Claims arising under the FLSA and shall retain any rights and remedies such Class Member may have thereunder, but shall not be entitled to proceed or otherwise assert their FLSA Claims in the Lawsuit, which shall be dismissed in its entirety following Final Approval under the FLSA, provided, however, that the foregoing shall have no effect on such Class Member’s waiver and release of the Maryland Wage and Hour Claims and such other claims as set forth in Section II.A above.

### III. Settlement Payments.

#### A. **Settlement Fund.**

As consideration for the releases in Section II above, Six Flags America and SFEC shall pay One Million Five Hundred Seventy-Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$1,573,750.00) (the “**Settlement Fund**”). The Settlement Fund consists of:

- (a) An amount not to exceed Five Hundred Twenty Four Thousand Five Hundred Thirty Dollars and Eighty Eight Cents (\$524,530.88) to be paid to Class Counsel for attorneys’ fees;
- (b) Five Thousand Dollars (\$5,000.00) as a total Service Award (defined below) to Plaintiff Aaron Snipes as described further below;
- (c) Any and all fees, costs and expenses associated with the retention of and provision of services by a Settlement Administrator;
- (d) Four Thousand Nine Hundred Sixty Six Dollars and Thirty Two Cents (\$4,966.32) in costs and expenses already incurred by Class Counsel, including but not limited to litigation filings, service fees, expert fees, and private mediator fees; and

- (e) The remainder (the “*Net Settlement Amount*”) to be paid to Class Members, including Plaintiff, which shall be distributed to the Class Members as set forth in Section III.B. below.

For the avoidance of doubt, the aggregate value of the Settlement Fund shall not exceed a total value of One Million Five Hundred Seventy-Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$1,573,750.00) The foregoing payments shall be made by the Settlement Administrator within forty-five (45) days after the Final Effective Date (as defined in Section IV.I below). This Settlement Fund is inclusive of all attorneys’ fees, costs and expenses for the Class Members, all compensatory damages, liquidated damages, punitive damages, penalties, and any other alleged damages that the Class Members have or may have or sought or could have sought in the Lawsuit. Fees for the Settlement Administrator and the Service Award will be paid from the Settlement Fund as described below.

The Parties acknowledge and agree that any and all payments to Class Counsel shall be deemed payments related to the release set forth in Section II.A hereof, and not the release set forth in Section II.B, in that Class Counsel has not incurred and will not incur, and has not received and will not receive, attorneys’ fees, costs, expenses or other amounts with respect to any claims arising under or relating to the FLSA which are being released pursuant to this Agreement.

If this Agreement is not approved by the Court, the Parties will work cooperatively to address any concerns articulated by the Court, provided, however, that nothing herein shall require Defendants to increase the value of the Settlement Fund. If no further agreement can be reached, Defendants will cease to have any obligation to pay or provide any portion of the Settlement Fund, the Service Award or the Settlement Administrator’s fees, the releases in Section II above will not be effectuated, any class action that has been certified (preliminarily or otherwise) shall be decertified, and this matter will move forward in litigation. If the Agreement is not approved by the Court, the Agreement itself shall not exist and shall be void *ab initio*, and the Defendants reserve any and all rights to oppose any motion to certify a class or collective in this Lawsuit or any other lawsuit, and to further move to decertify any class or conditionally certified collective, and no representation or concession made in connection with the Agreement shall be considered law of the case or an admission by the Defendants or to have any kind of preclusive effect against the Defendants or to give rise to any form of estoppel or waiver by the Defendants in this Lawsuit or any other proceeding.

**B. Distribution of the Net Settlement Amount.**

The Settlement Administrator shall distribute among the Class Members the Net Settlement Amount as follows:

- (a) The Parties agree that the individual payments to the Class Members will be calculated based on the respective number of qualifying workweeks each Class Member worked during the statutory period.
- (b) Calculating Qualifying Workweeks. It shall be the duty of the Settlement Administrator to calculate the respective number of qualifying workweeks that each Class Member worked during the statutory period. Defendants shall provide the Settlement Administrator records necessary to perform this calculation.
- (c) Distribution Formula. Class Members shall be allocated a *pro rata* portion of the Net Settlement Amount available for distribution based upon their respective number of workweeks. The Settlement Administrator will add up all the workweeks and calculate the total workweeks for the Class Members. Each Class Member shall be entitled to a *pro rata* share of the Net Settlement Amount based on the ratio of the total number of workweeks that he or she worked during the Class Period to the total number of workweeks that all participating Class Members worked during the Class Period.
- (d) Tax Allocation of Individual Class Payments. Settlement payments to the Settlement Class Members will be allocated as follows for tax purposes: (i) one-half (1/2) in consideration for time worked as back-wage payments and/or wage income subject to W-2 reporting (the “*Wage Portion*”); and (ii) one-half (1/2) in consideration for statutory penalties, liquidated damages, interest, and all other non-wage recovery subject to 1099 reporting (“*Non-Wage Portion*”). Class Members are responsible for the proper income tax treatment of the individual Settlement payments received. Neither the Settlement Administrator, Defendants nor Defendants’ Counsel, are providing any tax advice. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of any payment they receive hereunder.
- (e) Payroll Taxes. Six Flags America shall pay their share of the applicable employer payroll taxes in proportion to their respective shares of the Settlement Fund. Any unused portion of employer-side taxes which are collected by the Settlement Administrator shall be returned to Six Flags America after the administration of the Settlement Fund has concluded.

### **C. Settlement Payments to Lead Plaintiff.**

Subject to Court approval, as set forth in Section III.A(b) above, Plaintiff Snipes will receive a payment of Five Thousand Dollars and Zero Cents (\$5,000.00) (the “*Service Award*”) in further consideration of his release contained herein. This

payment is part of the Settlement Fund and shall be provided to the Settlement Administrator for disbursement at the time that the other Settlement Checks are distributed to Class Members, i.e., within forty-five (45) days after the Final Effective Date, subject to prior receipt of a completed Form W-9 by Snipes. The Service Award is in addition to the Settlement payment that Snipes is entitled to receive from the Settlement Fund as a Class Member. Plaintiff will be responsible for correctly characterizing this payment for tax purposes and for paying taxes on any amount received. Neither Defendants, Defendants' Counsel, Plaintiff's Counsel nor Class Counsel are providing any tax advice to Snipes in connection with the Service Award or any other payment.

#### **D. Attorneys' Fees and Costs.**

In consideration for the work already performed in this matter and all work remaining to be performed in documenting the Settlement, as set forth in Section III.A(a) above, securing Court approval of the Settlement, and ensuring the Settlement is fairly implemented, the Parties agree that an amount of One-Third (33.33%) of the Settlement Fund, or a total of Five Hundred Twenty Four Thousand Five Hundred Thirty Dollars and Eighty Eight Cents (\$524,530.88), exclusive of any out-of-pocket costs and expenses, shall be allocated to Class Counsel for attorneys' fees, subject to Court approval (the "*Class Counsel Fees*"). The Settlement Administrator shall make this payment to Class Counsel in the following amounts:

Morgan and Morgan, P.A.: Fifty Two Thousand Four Hundred Fifty Three Dollars and Nine Cents (\$52,453.09); and

Hayber, McKenna & Dinsmore, LLC: Four Hundred Seventy Two Thousand Seventy Seven Dollars and Seventy Nine Cents (\$472,077.79).

The Class Counsel Fees shall be paid from the Settlement Fund within forty-five (45) days after the Final Effective Date.

The Settlement Administrator will issue an IRS Form 1099 to Class Counsel subject to the Defendants' prior receipt of an appropriate W-9 from Class Counsel.

#### **E. Litigation Costs and Expenses.**

In consideration for Four Thousand Nine Hundred Sixty Six Dollars and Thirty Two Cents (\$4,966.32) in costs and expenses already incurred by Class Counsel, including but not limited to litigation filings, service fees, expert fees, and private mediator fees, as set forth in Section III.A(d) above, the Parties agree that such litigation costs and expenses shall be paid from the Settlement Fund within forty-five (45) days after the Final Effective Date. Class Counsel acknowledges and agrees that such amount constitutes the full and complete amount of any costs incurred by them in connection with the Lawsuit, and that they shall have no right

or entitlement to recovery of any attorneys' fees, expenses and/or costs other than as specifically set forth herein.

**F. Settlement Administrator Fees, Costs and Expenses.**

As described in more detail below, as set forth in Section III.A(c) above, Settlement Administrator fees, costs and expenses will be paid from the Settlement Fund. Settlement Administrator fees, costs and expenses shall be deducted from the Settlement Fund prior to distribution of any monies to the Class Members. Settlement Administrator fees, costs and expenses are estimated by the Settlement Administrator to be Thirty Six Thousand Nine Hundred Sixteen Dollars and Twenty Five Cents (\$36,916.25).

**IV. Settlement Approval Process.**

**A. Interim Stay of Proceedings.**

The Parties agree to stay all proceedings in the Lawsuit, except such proceedings as are necessary to implement and complete the Settlement set forth in this Agreement and hold all such matters in abeyance pending the fairness hearing to be conducted by the Court (the "*Fairness Hearing*").

**B. Stipulation to Certification of Class.**

For Settlement purposes only, the Parties stipulate to certification of the following Class:

All current and former employees of either of the Defendants, whether directly or jointly employed by Defendants, who were assigned to work at the Six Flags America and Hurricane Harbor amusement park located in Largo, Maryland, and who were employed as hourly, non-exempt workers at any time from October 23, 2020, through the date on which notices informing Class Members of their right to exclude themselves from, or object to any aspect of the proposed settlement, in writing, by sending such objection to the settlement administrator prior to the end of the notice period (i.e., Notice of Proposed Class Action Settlement and Fairness Hearing), are issued to the Class Members.

The foregoing shall be referred to as the "*Class*" herein, with each member of the Class referred to as a "*Class Member*."

### C. Preliminary Approval of Settlement.

Within thirty (30) days of the Parties' execution of this Agreement, Plaintiff shall file a Motion for Preliminary Approval of a Class Action and FLSA Collective Settlement ("**Preliminary Approval Motion**") that, subject to review and confirmation by Defendants, shall be unopposed, and which shall include: (i) the proposed Notice of Proposed Class and Collective Action Settlement and Fairness Hearing; (ii) a proposed Preliminary Approval Order; (iii) an executed version of this Agreement; and (iv) the necessary documents, memorandum, affidavits, and exhibits for the purposes of conditionally certifying a Class and FLSA Collective Action for Settlement purposes only in accordance with applicable law, and preliminarily approving the Agreement, as well as such other matters as may be required for purposes of obtaining preliminary approval of the Settlement.

The Preliminary Approval Motion will also seek, for Settlement purposes only: (i) to set a date for individuals to opt out of this Agreement and/or provide written objections to this Agreement, which date will be sixty (60) days from the initial mailing of the Notice to the Class Members by the Settlement Administrator; and (ii) to set a date for the Fairness Hearing, for Final Approval of the Settlement which shall be no earlier than ninety (90) days following the date of the initial mailing of the Notice by the Settlement Administrator.

### D. Issuance of Notice.

Within sixty (60) calendar days of the Court's order granting Preliminary Approval (the "**Preliminary Approval Date**"), Defendants shall produce to the Settlement Administrator the list of Class Member's names, Employee ID numbers, last known addresses, telephone numbers, and email addresses, if known. Additionally, Defendants shall cooperate with the Settlement Administrator to produce whatever other information is reasonably necessary to effect Notice and Settlement payments, provided that Defendants shall not be required to perform any skip traces or similar actions with respect to any Class Members.

Within seventy-five (75) calendar days of the Court's order granting preliminary approval of this Agreement, the Settlement Administrator will mail the Notice of Proposed Class and Collective Action Settlement and Fairness Hearing to the Class Members in a form substantially similar to the notice attached hereto and made a part of this Agreement as **Exhibit A** (the "**Notice**"). The Notice shall inform Class Members of their right to exclude themselves from, or object to any aspect of the proposed Settlement, in writing, by sending such objection to the Settlement Administrator prior to the end of the Notice Period (defined below). Only those Class Members who submit timely written objections shall have standing to be heard at the Fairness Hearing and to seek reconsideration or appellate review of any Final Approval Order.

At the same time the Settlement Administrator mails the Notice, it shall also send copies of the Notice to the Class Members by text in a form substantially similar to the Notice attached hereto.

If any Notices are returned by the postal service as undeliverable, the Settlement Administrator shall use reasonable best efforts in locating the individual by performing a skip trace or similar method for locating an updated address. The Settlement Administrator will promptly re-mail the Notice to the updated address, if identified. If, after a second mailing of the Notice, the Notice is returned by the postal service as undeliverable or if a second address cannot be identified after Class Counsel's reasonable efforts, the Parties shall be deemed to have satisfied their obligation to provide the applicable Notice to that individual.

The Settlement Administrator will send a final list of all Opt-out Statements and Objections (as defined below) to the Parties' respective counsel no later than fourteen (14) days after the closure of the Notice Period (defined below). The Settlement Administrator will retain the stamped originals of all Opt-out Statements and Objections (such terms as defined below), and originals of all envelopes accompanying same, in its files until such time as the Settlement Administrator is relieved of its duties and responsibilities under this Agreement.

#### **E. Objection to Settlement.**

Any Class Member who intends to object to the fairness of the Agreement (an "**Objection**") must do so, in writing, within sixty (60) calendar days after the initial mailing of the Notice (the "**Notice Period**"), by mailing such Objection to the Settlement Administrator via First-Class United States Mail, postmarked within the Notice Period. The Notice Period shall not be extended in the event of a returned delivery that is subsequently resent. The Settlement Administrator will stamp the date postmarked and received on the original and send copies of each Objection, and any supporting documents, to the Parties' respective counsel by email delivery no later than three (3) days after receipt of the Objection. The Settlement Administrator shall provide all Objections in its final affidavit to be filed with the application for Final Approval prior to the Fairness Hearing.

Any Objection must include: (i) the objector's full name, address, and telephone number; (ii) a written statement of all factual and legal support for such Objection; (iii) copies of any papers, briefs, or other documents upon which the Objection is based; and (iv) a statement whether the objector intends to appear at the Fairness Hearing. If the objector intends to appear at the Fairness Hearing through counsel, the Objection must also state the identity of all attorneys representing the objector who will appear at the Fairness Hearing and include a list of all persons who will be called to testify in support of the Objection. Any Class Member who does not file a timely written Objection or otherwise comply with the foregoing requirements shall be foreclosed from having their Objection considered by the Parties or the

Court or seeking any adjudication or review of the Settlement by appeal or otherwise.

#### **F. Request for Exclusion**

Any Class Member who wishes to be excluded from the Class must submit a request for exclusion to the address specified in the Notice within the Notice Period. To be effective, the request for exclusion must be sent via First Class United States Mail, postage prepaid, to the specified address and must include a written, signed statement to the Settlement Administrator that states that such Class Member is opting out of the Settlement, and include his or her name, address, and telephone numbers and statement indicating his or her intention to opt-out such as: "I opt out of the Six Flags America and Six Flags Entertainment Corporation wage and hour settlement" or words to that effect ("**Opt-out Statement**"). To be effective, an Opt-out Statement must be mailed and postmarked within the Notice Period (i.e., within sixty (60) calendar days after the initial mailing of the Notice), provided, however, that in the event that an Opt-out Statement is received which purports to serve as an Opt-out Statement for more than one individual, either Party hereto shall be entitled to seek additional information regarding said Opt-out Statement and further may challenge the validity of same upon such Party having a reasonable, good faith belief that such group Opt-out Statement is illegitimate or deficient in any regard, which challenge may be initiated by motion to the Court or as otherwise may be directed by the Court.

Any Class Member who does not submit an Opt-out Statement pursuant to this Agreement will be deemed to have accepted the Settlement and the terms of this Agreement, will be bound by the Settlement in this case, and have any State Law Claims released and dismissed. Class Members who endorse their Settlement Check(s) will also release their FLSA Claims.

The amounts allocated to those Class Members that opted out of the Settlement will be reallocated to Class Members that did not opt-out.

Within 10 days of the conclusion of the Settlement Administrator's delivery to Defendants of all Opt-out Statements (and in no event earlier than ten business days following the end of the Notice Period), Defendants shall have the option to cancel the Settlement if more than 10% of the Class Members opt-out of the Settlement. Should Defendants elect such a cancellation, the Parties will revert to their respective positions prior to entering into this Agreement and the Lawsuit will proceed as if no Settlement had been attempted, except that Defendants will be responsible for the payment of Settlement Administrator's fees and expenses reasonably incurred prior to of the date of such cancellation.

### **G. Fairness Hearing and Motion for Final Approval and Dismissal.**

In accordance with the schedule set by the Court in its Preliminary Approval Order and in advance of the Fairness Hearing, Class Counsel shall file a “Motion for Final Approval,” with supporting documents and materials for Final Approval of the Settlement, which shall be subject to review and confirmation by the Defendants. The Motion for Final Approval may contain a compliance affidavit from the Settlement Administrator, an application for attorneys’ fees, costs, and the Service Award, and a supporting affirmation and documents from Class Counsel regarding the fairness, adequacy, and reasonableness of the Settlement or any aspect related to this Agreement. The Motion for Final Approval shall also include a proposed Final Approval Order. “*Final Approval Order*” shall mean the Order entered by the Court after the Fairness Hearing approving the terms and conditions of this Agreement, distribution of the Settlement payments from the Settlement Fund, approval of professional fees, expenses and costs, and dismissal of the Lawsuit with prejudice.

At the Fairness Hearing, the Parties will request that the Court, among other things: (1) approve the Settlement and Agreement as fair, reasonable, adequate, and binding on all Class Members; (2) order the Settlement Administrator to distribute Settlement Checks; (3) order the attorneys’ fees, expenses and costs to be paid to Class Counsel out of the Settlement Fund; (4) order the Settlement Administrator’s fees and expenses be paid out of the Settlement Fund; (5) order that the Service Award be paid out of the Settlement Fund; (6) order the dismissal with prejudice of all State Law Claims by all Class Members who did not opt out and the Plaintiff, as well as the FLSA Claims with respect to any Class Members who endorse their Settlement Checks, consistent with the terms of this Agreement; (7) order entry of Final Dismissal with prejudice in accordance with this Agreement; and (8) retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby. For the avoidance of doubt, in the event that any Class Members fail to endorse their Settlement Checks such that they may retain any claims under the FLSA, such shall not affect the dismissal of the instant matter, as the Parties acknowledge and agree that any such Class Members shall not be entitled to pursue any claims under the FLSA in the instant Lawsuit, or otherwise substitute in as a replacement plaintiff, and this Lawsuit matter shall be dismissed with prejudice in its entirety.

### **H. Effect of Failure to Grant Final Approval.**

In the event the Court fails to dismiss this matter with prejudice in accordance with this Agreement or such dismissal or this Settlement does not become final as defined herein, the Parties shall resume the Lawsuit unless the Parties jointly agree to: (1) seek reconsideration or appellate review of the decision denying entry of dismissal with prejudice, or (2) attempt to renegotiate the Settlement and seek Court approval of the renegotiated Settlement. In the event any reconsideration or

appellate review is denied, or a mutually agreed-upon Settlement is not approved, the Lawsuit will proceed as if no Settlement had been attempted. In that event, the class and collective certified for purposes of Settlement shall be automatically decertified, and the Defendants may contest whether this Lawsuit should be maintained as a class action or collective action and contest the merits of the claims being asserted by Plaintiff in this action.

Additionally, if not finally approved, the Settlement Administrator will provide notice to Class Members that the Agreement did not receive Final Approval and that, as a result, no payments will be made to Class Members under the Agreement. Such notice shall be mailed by the Settlement Administrator via First Class United States Mail, postage prepaid, to the addresses used by the Settlement Administrator in mailing the Notice of Proposed Settlement of Class Action Lawsuit and Fairness Hearing.

The Settlement Fund will be returned to Six Flags America and SFEC, less the administration fees of the Settlement Administrator that are actually incurred to such date.

#### **I. Effect of Final Approval of Class Settlement.**

If the Court approves this Agreement, within forty-five (45) days of the Final Effective Date, the Settlement Administrator shall distribute Settlement Checks to all Class Members. The Final Effective Date shall be thirty-five (35) days after the Court has entered a Final Approval Order (as defined herein) approving this Agreement, provided the time to appeal from the Final Approval Order has expired and no notice of appeal has been filed. In the event a notice of appeal is filed, the “**Final Effective Date**” shall be the latest of the following: (1) the date any appeal from the Final Approval Order has been finally dismissed; (2) the date the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and/or (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical (i.e., including identical payment obligations and procedures, releases, and other material terms) to the form of the Final Approval Order entered by the Court.

#### **J. *Cy Pres.***

It is expressly understood and agreed that in the event that any payments to Class Members are not claimed, there will be residual funds available from the Settlement Fund. The difference between the Settlement Fund and the aggregate of all Class Members’ claims paid, applicable taxes and withholdings, Class Counsel Fees and litigation expenses, Service Award to Plaintiff, and the Settlement Administrator’s fees, costs and expenses shall be referred to as the “**Unpaid Residue.**” It is further

understood and agreed that the Unpaid Residue shall be distributed as a *cy pres* award to Maryland Legal Aid (the “*Cy Pres Account*”).

**V. Settlement Claims Administration.**

**A. Selection of Settlement Administrator.**

The Parties agree that they will use the settlement administration services of ILYM Group, Inc. (the “*Settlement Administrator*”) to carry out the duties outlined in this Agreement, which include but are not limited to mailing the Notices of Settlement, mailing the Settlement Checks and Service Award to the Class Members, and distributing the Class Counsel’s Fees to Class Counsel.

**B. Settlement Administrator Responsibilities.**

The Settlement Administrator shall be responsible for: (a) calculating the respective number of qualifying workweeks that each Class Member worked during the statutory period; (b) determining and finalizing the calculations of the tax withholding amounts with respect to the Class Members as it relates to payments to be made from the Settlement Fund; (c) preparing, printing and disseminating the Notice to the Class Members through the U.S. Mail; (d) copying Class Counsel and counsel for Six Flags America and SFEC on material correspondence and promptly notifying Class Counsel and counsel for Six Flags America and SFEC of any material requests or communications made by any of the Class Members; (e) mailing individual Settlement payments from the Settlement Fund to the Class Members in accordance with this Agreement and the Final Approval Order of the Court; (f) advising the Parties of the amount of all employer-side taxes due and deducting and paying employee-side payroll tax obligations arising from all payments made to the Class Members, as applicable, in accordance with this Agreement; (g) issuing W-2 Forms and 1099 Forms for all amounts paid to the Class Members; (h) performing one “skip-trace” or similar process to ascertain the current address and addressee information for each Notice returned as undeliverable; (i) resending a Notice via U.S. Mail, one (1) time each, to the Class Members whose Notices are returned as undeliverable and for whom a better, more current or alternative address is ascertained by performing a skip-trace or similar process; (j) promptly apprising counsel for the Parties of the activities of the Settlement Administrator, including but not limited to the dates when Settlement Checks are cut and mailed; (k) maintaining adequate records of its activities, including the date of the mailing of the Notices, returned mail, and other communications and attempted written or electronic communications with the Class Members; (l) confirming in writing to the Parties’ respective counsel its timeline for administration based on the dates set forth in this Agreement, and confirming completion of the administration of the Settlement and retaining copies of all endorsed Settlement Checks; (m) maintaining the strict confidentiality of this

Agreement, the terms thereof, and all payments made hereunder; (n) providing all notices and accountings required by this Agreement; (o) establishing and administering the Settlement Fund as described above; and (p) such other tasks as the Parties mutually agree and assign.

**C. Settlement Fund Fees and Expenses.**

All fees, expenses, and costs of the Settlement Administrator related directly or indirectly to the Settlement Fund (including, but not limited to, those related to Notice, check cutting, mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the Settlement Fund, tax treatment and tax reporting of awards to the Class Members, and preparation of tax returns) shall be paid from the Settlement Fund.

**D. Reporting by Settlement Administrator.**

Throughout the period of claims administration, the Settlement Administrator will provide such reports to the Parties' respective counsel upon request regarding the status of the mailing of the Notices to the Class Members, the claims administration process, or any other aspect of the claims administration process. The Parties shall have equal access to the Settlement Administrator.

**VI. Mode and Timing of Payment of Claims.**

**A. Notice to be Sent by Settlement Administrator.**

Within seventy-five (75) days after the Court's order granting preliminary approval of the Parties' Settlement, the Settlement Administrator shall mail, all on or about the same day, all Notices to the Class Members. If any Notice is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate such Class Member through an electronic search using the information provided by the Defendants' and Plaintiff's Counsel (if any) and shall promptly mail one (1) additional Notice to such person if an updated address is identified.

**B. Settlement Checks.**

The Settlement Checks issued by the Settlement Administrator will be valid for one hundred and twenty (120) days. At the expiration of this one hundred and twenty (120) day check-cashing period, the Settlement Administrator will inform counsel for the Defendants which checks were negotiated, and which became void, as well as an accounting of the cash value of all amounts remaining in the Settlement Fund. In addition to this information, the Settlement Administrator will also provide counsel for the Defendants information regarding the amount of employer-side taxes due on the Wage Portion of the Settlement payments that were negotiated subject to review and approval by Defendants. Within thirty (30) days of receiving

this information from Settlement Administrator, Six Flags America shall make an additional payment in the amount calculated by Settlement Administrator to pay employer-side taxes due on the Wage Portion of the Settlement payments. Six Flags America also shall have the option of directly paying all employer-side taxes to the respective taxing authorities. Within thirty (30) days following the foregoing reconciliation with respect to employer-side taxes, the Settlement Administrator shall direct any Unpaid Residue to the *Cy Pres* Account.

## **VII. Creation and Implementation of the Settlement Fund.**

### **A. Establishing the Settlement Fund.**

Unless otherwise described above, all payments from the Defendants to pay the amounts due from the Settlement will be deposited into the Settlement Fund, intended by the Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Administrator shall establish the Settlement Fund as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and it shall be administered by the Settlement Administrator, subject to the ultimate authority of the Court.

The Defendants shall fund the Settlement Fund by no later than thirty (30) days following the Final Effective Date.

### **B. Administering the Settlement Fund.**

The Settlement Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund under the law and to maintain that qualification at all times. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

### **C. Tax Withholding and Reporting.**

The Parties recognize that the Wage Portion of the Settlement payments to the Class Members will be classified as wages and will be subject to applicable tax withholding and reporting. The Settlement Administrator shall be responsible for withholding and timely remitting and reporting to the appropriate taxing authorities the employee’s share of payroll taxes or contributions (*i.e.*, FICA, FUTA, SUTA, and Medicare) from such payments. Subject to the Settlement Administrator’s obligation to comply with applicable laws, the Parties anticipate that any amounts

designated as the Non-Wage Portions of the Settlement Payments and the Service Award to the Plaintiff shall not be subject to withholding and shall be reported by the Settlement Administrator to the IRS on Form 1099, as may be required by the IRS. The employer's share of payroll taxes required to be paid by the Defendants shall be paid by the Defendants in addition to the Settlement Fund.

**D. Indemnification.**

The Settlement Administrator shall indemnify the Parties for any penalty or interest arising out of an incorrect calculation or late deposit of any taxes described in Sections VI.B and VII.C or any other obligation of the Settlement Administrator provided for in this Agreement, including but not limited to costs, expenses, and fees that may be incurred by the Parties, which indemnity shall be memorialized in any agreement between the Parties and the Settlement Administrator.

**E. No Credit Towards Benefit Plans.**

To the extent permissible under Defendants' respective benefit plans, the payments made to Class Members under this Agreement shall not be utilized to calculate any additional benefits under any benefit plans to which any Class Member may be eligible including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, and paid time off plans. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plans.

**VIII. Governing Law; Venue.**

This Agreement shall be construed and interpreted in accordance with the laws of the State of Maryland, without regard to any conflict of laws. Any and all disputes between or among the Parties, Defendants' Related Persons and Entities, and/or any of the Class Members arising from or relating to this Agreement or the Settlement set forth herein shall be brought in the state or federal courts located in Greenbelt, Maryland.

**IX. Publicity.**

Class Counsel agrees that it shall not, directly or indirectly, whether verbally, in writing or otherwise, issue any press releases, make any statements to the media, advertise in any media, disclose or describe on their law firm or other websites or case and verdict reporting services sites, or make any other public statements regarding the existence or nature of this Agreement or its terms and conditions, provided, however, that nothing contained herein shall prevent or limit Class Counsel (i) in communicating with any Class Members, or (ii) in otherwise taking such steps as may be necessary to effectuate the terms of this Agreement or as

otherwise may not be limited in accordance with Class Counsel's ethical obligations as an attorney.

**X. Entire Agreement.**

This Agreement and its Exhibits constitute the entire Agreement between the Parties regarding the matters set forth herein and supersedes any prior written or oral agreements regarding the subject matter hereof.

**XI. Counterparts**

The 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 Agreement, which shall be binding upon and effective as to all Parties. The Agreement may be executed by electronic means, including DocuSign or a similar service and/or an image (.pdf) of a signature.

**XII. Waivers; Modifications.**

No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties and then only to the extent set forth in such written waiver, modification or amendment, subject to any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

**XIII. Binding Authority of Counsel.**

Any counsel who signs this Agreement on behalf of his or her client hereby represents that he or she is fully authorized to bind the Party or Parties he or she represent to the terms and conditions hereof and that he or she has retainer agreements and/or authorizations to execute this Agreement on the client's behalf.

**XIV. Captions.**

The captions or headings of the sections and paragraphs of this Agreement have been inserted for convenience of reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

**XV. Construction.**

The determination of the terms and conditions of this Agreement has been by mutual agreement of the Parties. Each Party participated jointly in the drafting of this Agreement, and therefore the terms and conditions of this Agreement are not intended to be, and shall not be, construed against any Party by virtue of draftsmanship.

**XVI. Severability and Blue Penciling.**

If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable, that provision shall be deemed severed from this Agreement, and the remaining portions of this Agreement will remain in full force and effect.

**XVII. Arms' Length Transaction; Materiality of Terms.**

The Parties have negotiated all the terms and conditions of this Agreement at arms' length. All terms and conditions of this Agreement in the exact form set forth in this Agreement are material to this Agreement and have been relied upon by the Parties in entering into this Agreement, unless otherwise expressly stated.

**XVIII. Six Flags America and SFEC's Acknowledgements.**

Six Flags America's signature and SFEC's signature on this Agreement certifies that Six Flags America and SFEC's have used reasonable efforts to ensure that information for the administration of the Settlement, including data used to determine the allotments to Class Members and the Class Member lists, are complete and correct in all material respects to the best of Six Flags America's and SFEC's knowledge.

*[Signature pages to follow]*

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement.

Dated: \_\_\_\_\_

AARON SNIPES

\_\_\_\_\_  
Aaron Snipes, on Behalf of Himself and the  
Class Members

Dated: 10/22/2025 | 12:09 PM EDT

SIX FLAGS AMERICA LP

By: Funtime, Inc., its general partner

By:   
\_\_\_\_\_  
2443A0D4A2A242F...

Its: EVP, CLO

Dated: 10/22/2025 | 12:09 PM EDT

SIX FLAGS ENTERTAINMENT  
CORPORATION

By:   
\_\_\_\_\_  
2443A0D4A2A242F...

Its: EVP, CLO

Dated: \_\_\_\_\_

CLASS COUNSEL

\_\_\_\_\_  
Raymond Dinsmore, Esq.  
Hayber, McKenna & Dinsmore, LLC  
(with respect to Section IX only)

# EXHIBIT A



## **2. What is the lawsuit about?**

In the lawsuit, Plaintiff Aaron Snipes (“Plaintiff”), on behalf of himself and all others similarly situated, alleges that Defendants Six Flags America, LP and Six Flags Entertainment Corporation (“Defendants”) failed to pay hourly, non-exempt employees for all hours worked, in violation of the Maryland Wage and Hour Law (“MWHL”), Md. Code Lab. & Empl. Ann. §3-401 *et seq.*, and the Maryland Wage Payment and Collection Law (“MWPCCL”), Md. Code Lab. & Empl. Ann. §3-501 *et seq.*, as well as their implementing regulations. Specifically, Plaintiff alleges that Defendants required employees to undergo security screenings, and walk long distances across Six Flags America and Hurricane Harbor amusement parks in Largo, Maryland, before and after their paid shifts, without compensation for this time, thereby owing them minimum wages and wages for all hours worked. In their request for relief, Plaintiff and the putative class seek compensatory damages for unpaid minimum wages and unpaid wages for all hours worked, as well as statutory damages, treble damages, attorneys’ fees, costs, and other appropriate relief under Maryland law. Plaintiff brings this lawsuit on behalf of all current and former employees of Defendants who were employed as hourly, non-exempt workers at the Six Flags America and Hurricane Harbor amusement parks in Largo, Maryland, at any time from October 23, 2020, through the date of final judgment in this matter (the “Class”).

Defendants denied the claims and asserted that all employees were properly compensated.

By reaching a Settlement, the Parties reached an amicable resolution of their dispute, and they avoided the costs associated with further litigation and the potential risk of loss. On [REDACTED], 2025, the Court granted Preliminary Approval of the Settlement of the lawsuit on a class basis, finding that the Settlement Agreement was fair and reasonable. The Court authorized that this Notice be sent to you.

## **3. How will the Settlement amount be allocated?**

Defendants agreed to pay a gross Settlement in the amount of One Million Five Hundred Seventy-Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$1,573,750.00). From that Settlement, One Million Two Thousand Three Hundred Thirty Six Dollars and Fifty Five Cents (\$1,002,336.55) will be allocated among the Class Members<sup>2</sup>. From the Settlement amount, Defendants agreed to pay the Named Plaintiff Five Thousand Dollars (\$5,000.00) (subject to Court approval) as a service award for his efforts on behalf of the Class. In addition, Class Counsel will be reimbursed Four Thousand Nine Hundred Sixty Six Dollars and Thirty Two Cents (\$4,966.32) for out-of-pocket costs and a one-third (1/3) contingency fee in the amount of Five Hundred Twenty Four Thousand Five Hundred Thirty Dollars and Eighty Eight Cents (\$524,530.88), to cover all attorneys’ fees, costs and expenses. Furthermore, the fees of Settlement Administrator, ILYM Group, Inc., not yet incurred, will also be paid from the

<sup>2</sup> The number of Class Members is subject to change based upon data to be provided by Defendants.

Settlement amount. As a Member of the Class, your estimated individual allocation from the Settlement amount is set forth on the first page of this Notice.<sup>3</sup>

The Parties agree that your individual allocation of the Settlement reflects a fair settlement of the claims in this litigation for unpaid wages. Your Settlement payment will be allocated one-half (1/2) as wage income (subject to payroll and income taxes and withholdings) (the “Wage Portion”) and one-half (1/2) as non-wage consideration for statutory penalties, liquidated damages, interest, and other non-wage recovery (the “Non-Wage Portion”). You should consult with your tax professional concerning the proper tax payment for this payment.

#### **4. What are my options?**

**Participate in the Settlement.** **If you wish to participate in the Settlement and receive your full payment (i.e., both the Wage and Non-Wage Portions), then you do not need to do anything.** If you do nothing and the Court approves the Settlement, then you will receive your Settlement payment and you will be subject to the release described below.

If you participate in the Settlement and the Court grants Final Approval to the Settlement, you will receive your Settlement payment after the Court enters its Final Approval Order. You will have one hundred and twenty (120) days from the date of payment to cash the check. It is your responsibility to keep the current address on file with Class Counsel to ensure receipt of your payment. If it is necessary to update your address, you should call or email either the Class Counsel listed below for assistance.

If approved by the Court, the Settlement Agreement provides that you will have released (i.e., you cannot sue or otherwise assert a claim against) the Defendants’ Related Persons and Entities (as defined in the Settlement Agreement) from any and all claims under Maryland law that could have been asserted in the lawsuit related to the payment of wages with respect to Defendants’ security screening processes, and attendant pre-shift and post-shift walking time policies, procedures, and practices, including but not limited to all claims, demands, and causes of action for unpaid wages, penalties, liquidated damages, interest, costs, expenses, and attorneys’ fees.

In addition, the Settlement Check will contain (on the back of the check near the endorsement section) a release which fully and irrevocably releases Defendants from any and all claims under the Fair Labor Standards Act that could have been asserted in the lawsuit related to the payment of wages with respect to Defendants’ security screening processes, and attendant pre-shift and post-shift walking time policies, procedures, and practices, including but not limited to all claims, demands, and causes of action for unpaid wages, penalties, liquidated damages, interest, costs, expenses, and attorneys’ fees. By signing the Settlement Check, you will be releasing those claims under the Fair Labor Standards Act.

**Request to be Excluded.** If you exclude yourself, you will not receive any money from this Settlement.

<sup>3</sup> The amount available for distribution to Class Members may vary if the expenses of the Settlement Administrator are more or less than currently estimated.

To exclude yourself from the Settlement, you must submit a written request for exclusion to the Settlement Administrator at *Snipes v. Six Flags America et al.*, Settlement Administrator, via First Class United States mail so that it is received within sixty (60) calendar days after the mailing of this notice.

To be effective, the request must include: (1) your full name; (2) your address and telephone number; (3) a specific statement that you wish to exclude yourself from this Settlement, such as: “I opt out of the Six Flags America and Six Flags Entertainment Corporation wage and hour settlement” or words to that effect; and (4) it must be signed by you. Your exclusion request must postmarked within thirty (30) calendar days of the date of this Notice and must be mailed to the Settlement Administrator identified above.

**Object to the Settlement.** You may object to the Settlement if, for any reason, you believe that the Court should not approve it. The Court will consider your objection at the Fairness Hearing in deciding whether to approve the Settlement. If you wish to present objections to the proposed Settlement at the Fairness Hearing, you must do so first in writing. To be considered, such statements must be sent to the Settlement Administrator at *Snipes v. Six Flags America et al.*, Settlement Administrator, via First Class United States mail within sixty (60) days of this mailing. An objector who timely submits a written objection may appear at the Fairness Hearing in person (with or without counsel hired by the objector). Any objection must include (i) the objector’s full name, address, and telephone number; (ii) a written statement of all factual and legal support for such objection; and (iii) copies of any papers, briefs, or other documents upon which the objection is based. An objector who wishes to appear at the Fairness Hearing must state their intention to do so at the time they submit their written objections, as well as identifying all attorneys representing the objector who will appear at the Fairness Hearing and a list of all persons who will testify in support of the objection, if any. An objector may withdraw their objections at any time.

Any Class Member who does not file a timely written objection or otherwise comply with the foregoing requirements shall be foreclosed from having their objection considered by the Parties or the Court, or seeking any adjudication or review of the Settlement by appeal or otherwise.

**5. Who are the attorneys representing the Class?**

Plaintiffs are represented by the following attorney, who has been Preliminarily Approved by the Court as Class Counsel:

**Raymond Dinsmore, Esq.**  
**Richard E. Hayber, Esq.**  
**Thomas J. Durkin, Esq.**  
**Hayber, McKenna & Dinsmore, LLC**  
**One Monarch Place, Suite 1340,**  
**Springfield, MA 01144**  
**Tel: (413) 785-1400**  
**Fax: (860) 218-9555**  
**Email: [rdinsmore@hayberlawfirm.com](mailto:rdinsmore@hayberlawfirm.com)**  
**Email: [rhayber@hayberlawfirm.com](mailto:rhayber@hayberlawfirm.com)**  
**Email: [tdurkin@hayberlawfirm.com](mailto:tdurkin@hayberlawfirm.com)**

**6. How will the attorneys for the Class be paid?**

Class Counsel has filed a motion with the Court requesting that a one-third (1/3) contingency in the amount of Five Hundred Twenty Four Thousand Five Hundred Thirty Dollars and Eighty Eight Cents (\$524,530.88), be paid as attorneys' fees and Four Thousand Nine Hundred Sixty Six Dollars and Thirty Two Cents (\$4,966.32) be paid as costs and expenses from the total Settlement fund of One Million Five Hundred Seventy-Three Thousand Seven Hundred and Fifty Dollars and Zero Cents (\$1,573,750.00). These amounts are subject to Court approval and the Court will decide the final amount of attorneys' fees, costs, and expenses to award based on several factors.

**7. When and where will the Court decide whether to approve the Settlement?**

The Court will hold a Fairness Hearing to decide whether to approve the Settlement. You are permitted to attend the Fairness Hearing, **although you are NOT required or expected to attend in order to receive your individual share of the Settlement.** At the Fairness Hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate. The Court will consider all written objections to the Settlement at that time, and it will hear from any Class Members who object to the Settlement provided they submit written objections in advance, in accordance with the above instructions. The Court has scheduled the Fairness Hearing to take place on [*insert date and time*] in Courtroom [*insert Courtroom Number*]. If the Court changes the date, time, or location of the Fairness Hearing, it will notify the Parties through the Court's electronic case management system, but no further notice will be mailed to Class Members.

**8. Where can I obtain additional information?**

This Notice only provides a summary of the lawsuit and the Settlement. For more information, you may contact Class Counsel (contact information above) or visit the following website: [*Insert Website address set up by administrator*]. You may also inspect the Court files at the Office of the Clerk, Circuit Court for Prince George's County, Maryland, located at 14735 Main St, Upper Marlboro, MD 20772, during regular Court hours (typically 8:30 a.m. to 4:30 p.m., Monday through Friday), or through the Maryland Court System's online service.

**THIS NOTICE HAS BEEN APPROVED BY THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND. PLEASE DO NOT CONTACT THE COURT DIRECTLY.**