

**UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

CHRISTOPHER QUELLA,  
on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

LANDS' END, INC.,

Defendant.

Case No. 23-cv-1323

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**CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT**

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This Class and Collective Action Settlement Agreement (the “Agreement”) is made and entered into by and between Plaintiff Christopher Quella (“Named Plaintiff”) and all members of the Settlement Class (defined below), on the one hand, and Settling Entity Lands’ End, Inc. (defined below as the “Settling Entity”), on the other hand (collectively, the “Parties”), to resolve all claims and disputes which are the subject of the lawsuit filed by Named Plaintiff with the U.S. District Court for the Eastern District of Wisconsin, *Quella, et al. v. Lands’ End, Inc.*, Case No. 23-cv-1323 (the “Litigation”).

**RECITALS**

WHEREAS, Named Plaintiff filed a Complaint in this Litigation, on behalf of himself and all others similarly situated, alleging that the Settling Entity violated the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (“FLSA”), and Wisconsin’s Wage Payment and Collection Laws, Wis. Stat. § 109.01 *et seq.*, Wis. Stat. § 104.01 *et seq.*, Wis. Stat. § 103.001 *et seq.*, Wis. Admin. Code § DWD 274.01 *et seq.*, and Wis. Admin. Code § DWD 272.001 *et seq.* (“WWPCL”), by failing to

pay employees' wages for time performing "boot up" and "boot down" activities before and after their shifts, which resulted in violations of both the FLSA and WWPCCL. *See* ECF Doc. 1.

WHEREAS, Named Plaintiff sought the recovery of, among other things, minimum wages, overtime wages, compensatory damages, liquidated damages, attorneys' fees, and costs;

WHEREAS, the Settling Entity denies and continues to deny all of the allegations made by Named Plaintiff, and denies and continues to deny that it is liable or owes damages to anyone with respect to the alleged facts or causes of action alleged, or that any claims asserted by Named Plaintiff may proceed on a class or collective action basis. Nonetheless, without admitting or conceding any arguments, issues, liability, or damages whatsoever, including that any claims alleged may proceed on a class or collective action basis, the Settling Entity have agreed to settle the claims on the terms and conditions set forth in this Agreement to avoid the burden and expense of continuing to defend against litigation;

WHEREAS, Class Counsel (as defined below) has, among other things, interviewed Named Plaintiff and various Settlement Class members and has reviewed and analyzed documents and data produced by the Settling Entity;

WHEREAS, Class Counsel has analyzed and evaluated the merits of the claims made against Settling Entity, and the impact of this Agreement on Named Plaintiff and the Settlement Class;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the risks of litigation with respect to certain claims, including the possibility that any litigation might result in a recovery that is less favorable to the Settlement Class, and may not occur for several years, or at all, Class Counsel is satisfied that the terms and conditions of this Agreement are a fair, reasonable, and adequate compromise of a *bona fide* wage dispute and that

this Agreement, reached as a result of arms-length negotiations, is in the best interests of the Settlement Class;

WHEREAS, the Parties recognize that the outcome in the Litigation is uncertain and that achieving a final result through the litigation process would require substantial additional risk, discovery, time, and expense;

WHEREAS, the Parties desire to settle fully and finally the differences between them and have agreed to settle this case as to Named Plaintiff as well as all individuals comprising the Settlement Class, as defined below; and

WHEREAS, the Parties agree to undertake their best efforts, including all steps and efforts that may become necessary by order of the Court, to effectuate the terms and purposes of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree, subject to approval of the Court, as follows:

## **AGREEMENT**

### **I. DEFINITIONS**

A. **“Agreement.”** “Agreement” means this agreement, *i.e.*, the Class and Collective Action Settlement Agreement, together with all of its attachments and exhibits, which the Parties understand and agree sets forth all material terms and conditions of the settlement between them, and which is subject to Court approval. It is understood and agreed that the obligations of the Settling Entity for payment under this Agreement are conditioned on, *inter alia*, the occurrence of the Effective Date.

B. **“Claim Form.”** “Claim Form” shall mean the form provided FLSA Collective members, other than the Named Plaintiff, to submit in order to obtain from the FLSA Collective Fund pursuant to this Agreement. The Claim Form shall be in the form attached as Exhibit C to this Agreement.

C. **“Claim Form Deadline.”** “Claim Form Deadline” shall mean the date that is forty-five (45) days after the Settlement Administrator first mails the Claim Forms to FLSA Collective members pursuant to Paragraph IV.B.3 of this Agreement. If the Settlement Administrator re-mails the Claim Form to any individual pursuant to Paragraph IV.B.3 of this Agreement because the first mailing was returned as undeliverable, the Claim Form Deadline for such individuals shall be the later of (a) forty-five (45) days from the original mailing to all FLSA Collective members, or (b) twenty (20) days after the re-mailing. If the Claim Form Deadline falls on a Sunday or holiday, the deadline to return Claim Forms will be the next business day that is not a Sunday or holiday.

D. **“Claimant.”** “Claimant” shall mean any Class Employee who timely submits a valid and complete Claim Form on or before the Claim Form Deadline in accordance with Paragraph IV.B.3 of this Agreement and whose Claim Form is accepted in accordance with Paragraph IV.C below as well as the Named Plaintiff, who does not need to submit a Claim Form in order to become a Claimant.

E. **“Class Counsel” or “Plaintiffs’ Counsel.”** “Class Counsel” or “Plaintiffs’ Counsel” mean Walcheske & Luzi, LLC.

F. **“Class Employees.”** “Class Employees” means all persons employed as hourly, non-exempt employees whose job responsibilities fall within the definition of Customer Service employees (or similar positions), as set forth in the Complaint, who worked for Settling Entity in

any place covered by the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, from October 6, 2020, through July 31, 2024.

G. **“Class Representatives.”** “Class Representatives” means Named Plaintiff Christopher Quella.

H. **“Complaint.”** “Complaint” means the Class and Collective Action Complaint dated October 6, 2023, filed by Named Plaintiff in the Litigation. *See* ECF Doc. 1.

I. **“Counsel for Settling Entity” or “Defense Counsel.”** “Counsel for Settling Entity” or “Defense Counsel” means Morgan, Lewis & Bockius LLP.

J. **“Court.”** “Court” refers to the Court having jurisdiction over the Litigation, at any stage; presently the U.S. District Court for the Eastern District of Wisconsin.

K. **“Covered Settlement Administration Costs.”** “Covered Settlement Administration Costs” means the fees and costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement, up to and including a total amount of \$12,500.00.

L. **“Effective Date.”** “Effective Date” means the date on which the Judgment becomes a Final Judgment.

M. **“Employer Payroll Taxes.”** “Employer Payroll Taxes” means the employer’s share of taxes and withholdings an employer is required to make arising out of or based upon the payment of employment/wage compensation in this Litigation, including FICA, FUTA, and SUTA obligations.

N. **“Final Approval.”** “Final Approval” means the date the Court enters an Order finally approving the Settlement and dismissing the Litigation against the Settling Entity with prejudice, while still retaining continuing jurisdiction over the administration of the settlement.

O. **“Final Approval Order.”** “Final Approval Order” means an order that finally and unconditionally grants final approval of the Agreement, grants final certification of the Settlement Class for settlement purposes only, authorizes payments to Named Plaintiff and the Settlement Class as provided in this Agreement, and fully and finally extinguishes (i) the Released State Law Claims of the Settlement Class; and (ii) the Released Federal Law Claims of the Settlement Class. The Parties shall submit a draft order, entitled “Order Granting Final Approval of Class Settlement,” substantially in the form attached hereto as Exhibit D, for the Court’s review and approval.

P. **“Final Judgment.”** “Final Judgment” means fifteen (15) days after the latest of: (i) the date of final affirmance on an appeal of the Judgment, or the expiration of time for a petition for a writ of certiorari to review the Judgment and, if certiorari is granted, the date of final affirmance of the Judgment following review pursuant to that grant; (ii) the date of final dismissal with prejudice of the last pending appeal from the Judgment or the final dismissal of any proceeding on certiorari to review the Judgment; or (iii) if no appeal is filed, the expiration date of the time for the filing or noticing of any form of valid appeal from the Judgment.

Q. **“Final Settlement Approval Hearing.”** “Final Settlement Approval Hearing” means a hearing set by the Court to take place at least one hundred and twenty (120) days from the date of the entry of the Preliminary Approval Order, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements; (ii) approving Class Counsel’s attorneys’ fees and costs; (iii) approving the payment of the Service Payments; and (iv) entering Judgment.

R. **“FLSA Collective.”** “FLSA Collective” shall be comprised of all Participating Collective Members.

S. **“FLSA Collective Fund.”** “FLSA Collective Fund” means forty-five percent (45%) of the Net Settlement Amount which the parties estimate to be \$92,000.00, which shall be allocated amongst the FLSA Collective in accordance with Paragraph III.A.2.

T. **“Judgment.”** “Judgment” means the judgment to be rendered by the Court pursuant to this Agreement.

U. **“Maximum Settlement Fund.”** “Maximum Settlement Fund” means \$360,000.00, which is the maximum amount that Settling Entity has agreed to pay to fully resolve and settle this Litigation, including any claim for attorneys’ fees and costs approved by the Court; the employee share of payroll taxes and all other applicable taxes other than Employer Payroll Taxes; any and all amounts to be paid to Class Members under the FLSA Collective Fund and the Wisconsin Wage Law Class Fund; the Covered Settlement Administration Costs; any Court-approved Service Payments; and the Reserve Fund. Settling Entity will not be required to pay under this Agreement any more than the gross total of \$360,000.00, except for the Employer Payroll Taxes and any costs incurred by the Settlement Administrator in administering the settlement as described in this Agreement in excess of the Covered Settlement Administration Costs, which Settling Entity shall pay independent of and in addition to the Maximum Settlement Fund.

V. **“Named Plaintiff.”** “Named Plaintiff” means Christopher Quella.

W. **“Net Settlement Amount.”** “Net Settlement Amount” means the Maximum Settlement Fund less Class Counsel’s attorneys’ fees and costs, the Service Payment, the Covered Settlement Administration Costs, and the Reserve Fund, the sum of which the parties estimate to be \$206,280.00.

X. **“Objection Deadline.”** “Objection Deadline” refers to the date fourteen (14) days prior to the Final Settlement Approval Hearing.

Y. **“Participating Collective Member.”** “Participating Collective Member” means any Claimant who submits a valid and timely Claim Form and thus becomes bound by both the Released State Law Claims and the Released Federal Law Claims portions of the Agreement if the Effective Date occurs, and also includes Named Plaintiff Christopher Quella, who shall not be required to submit a Claim Form to be a Participating Collective Member.

Z. **“Participating Class Member.”** “Participating Class Member” means any Class Employee who did not complete a claim form as provided in Paragraph IV.B, who has not requested exclusion from this Agreement, and who performed work for Settling Entity in the State of Wisconsin.

AA. **“Parties.”** “Parties” shall refer to the Named Plaintiff and the Settling Entity.

BB. **“Preliminary Approval.”** “Preliminary Approval” means the date on which the Court preliminarily approves the terms of the Parties’ Agreement and certifies a class action for settlement purposes only, as provided in Paragraph IV.A.

CC. **“Preliminary Approval Order.”** “Preliminary Approval Order” means an order to be executed and filed by the Court preliminarily approving the terms contained in this Agreement and certifying a class action for settlement purposes only as provided in Paragraph IV.A. The Parties shall submit a draft order, entitled “Order Granting Preliminary Approval of Class Action Settlement,” substantially in the form attached hereto as Exhibit B, for the Court’s review and approval.

DD. **“Proposed Settlement Notice.”** “Proposed Settlement Notice” means the Notice Regarding Proposed Settlement of Class Action to be sent to Class Employees after the Court



grants Preliminary Approval of the Agreement, substantially in the form attached to this Agreement as Exhibit A.

EE. **“Released State Law Claims.”** “Released State Law Claims” means the released claims identified in Paragraph III.E.1.

FF. **“Released Federal Law Claims.”** “Released Federal Law Claims” means the released claims identified in Paragraph III.E.2.

GG. **“Released Parties.”** “Released Parties” means the Settling Entity and their present and former affiliates, divisions, members, joint venture partners, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them.

HH. **“Reserve Fund.”** “Reserve Fund” means a fund in the amount of \$2,000.00, allocated from the Maximum Settlement Fund, that the Settlement Administrator may use, with approval from Settling Entity, to make payments to Class Employees who dispute their Settlement Check allocation amounts, to individuals who were not identified as Class Employees but have a good faith claim for participation in this settlement, or for any other reasonable purpose necessary to effectuate the settlement.

II. **“Service Payment.”** “Service Payment” means the amounts approved by the Court to be paid to Named Plaintiff as described in Paragraph III.C, in addition to his Settlement Check

as a Class Member, in recognition of his effort in coming forward as Named Plaintiff, assisting in the prosecution of the Litigation, or otherwise benefiting the Settlement Class.

JJ. **“Settlement Administrator.”** “Settlement Administrator” refers to Analytics Consulting LLC, the settlement administrator selected by the Parties.

KK. **“Settlement Checks.”** “Settlement Checks” means the checks issued to Class Members for their share of the Net Settlement Amount calculated in accordance with this Agreement.

LL. **“Settlement Class.”** “Settlement Class” means Named Plaintiff, Participating Class Members, and Participating Collective Members, and thus means all individuals who will become bound by the Released State Law Claims and Released Federal Law Claims portion of the Judgment if the Effective Date occurs.

MM. **“Settling Entity.”** “Settling Entity” means Lands’ End, Inc.

NN. **“Unclaimed Class Funds.”** “Unclaimed Class Funds” shall mean the aggregate amount of the Wisconsin Wage Law Class Fund not claimed in a timely and valid manner pursuant to Paragraph IV.B.5.c of this Agreement.

OO. **“Unclaimed Collective Funds.”** “Unclaimed Collective Funds” shall mean the aggregate amount of the FLSA Collective Fund not claimed in a timely and valid manner pursuant to Paragraphs IV.B.3 or IV.B.5 of this Agreement, and not otherwise accepted pursuant to Paragraphs IV.C of this Agreement.

PP. **“Wisconsin Wage Law Class.”** “Wisconsin Wage Law Class” shall be comprised of all Participating Class Members .

QQ. **“Wisconsin Wage Law Class Fund.”** “Wisconsin Wage Law Class Fund” means fifty-five percent (55%) of the Net Settlement Amount, which the parties estimate to be

\$113,400.00 and which shall be allocated, in accordance with Paragraph III.A.1, amongst Participating Class Members.

## **II. CERTIFICATION OF THE CLASS AND COLLECTIVE FOR PURPOSES OF SETTLEMENT ONLY**

A. The Parties stipulate for settlement purposes only that the requirements for collective certification under 29 U.S.C. § 216(b) are met with respect to the members of the FLSA Collective, and that the requirements for class certification under Fed. R. Civ. P. 23(b)(3) are met with respect to the Wisconsin Wage Law Class, provided however that the stipulations in this Paragraph are made solely for purposes of this Agreement. The Parties agree that the stipulations and the terms of this Agreement are in no way an admission that class or collective action certification, including conditional collective action certification, was proper in this Litigation, and neither the existence nor the terms of this Agreement or the stipulations will be admissible in this or any other action or proceeding as evidence that (i) a determination or admission that any group of similarly situated employees exists to maintain a class action under Rule 23 of the Federal Rules of Civil Procedure (or comparable state laws or rules) or collective action under the FLSA; (ii) an adjudication of the merits of the Litigation; (iii) Settling Entity is liable to Named Plaintiff, Class Employees, or the Settlement Class; or (iv) an adjudication of any other matters released in this Agreement.

## **III. PAYMENTS, SETTLEMENT FUND AND ALLOCATION**

A. Allocation of the Net Settlement Amount: The Net Settlement Amount shall be allocated as follows:

1. The estimated share of the Wisconsin Wage Law Class Fund for each member of the Wisconsin Wage Law Class shall be One Hundred and Thirty-Five Dollars and Zero Cents (\$135.00).

2. The estimated share of the FLSA Collective Fund for each member of the FLSA Collective shall be Forty-Five Dollars and Zero Cents (\$45.00).

B. Participation in Settlement by Class Employees

1. Class Employees who do not opt out in the manner prescribed in Paragraph IV.B.4 of this Agreement may object to the Agreement by submitting written objections to the Court and mailing their signed, written objection so that they are received by the Settlement Administrator and are postmarked no later than the Objection Deadline. The written objections must contain the name, address, and telephone number of the Class Employee and a reference to the Litigation to be valid. Any objections must be timely submitted as required in this Paragraph or else they will be waived. The Proposed Settlement Notice shall advise Class Employees of this option. The Settlement Administrator shall immediately provide copies of any such objections to Class Counsel and Counsel for Settling Entity, who shall file the same with the Court.

2. Class Employees who performed work for the Settling Entity in the State of Wisconsin and who did not seek exclusion from the Agreement on or before the Claim Form Deadline will become Participating Class Members and shall be deemed to have waived the Released State Law Claims against the Released Parties.

3. FLSA Collective members who submit a Claim Form on or before the Claim Form Deadline will become Participating Collective Members and shall be deemed to have waived the Released Federal Law Claims and Released State Law Claims against the Released Parties.

C. Service Payments to Named Plaintiff. The Service Payment to Named Plaintiff Christopher Quella shall not exceed the total amount of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). The Service Payment is being sought in recognition of Named Plaintiff's efforts to

pursue the claims raised in this Litigation on behalf of the Settlement Class, including assisting Class Counsel with the prosecution of this Litigation, and in return for their full and complete release of all claims in Paragraph III.E.

Settling Entity will not oppose Named Plaintiff's request for the Service Payment. In the event that the Court does not approve the amount of the Service Payments to the Named Plaintiff, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the request for the Service Payments in any amount. This Agreement will be modified to reflect any amount that is approved by the Court. Any amounts allocated as the Service Payments for Named Plaintiff or under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

D. Payment of Attorneys' Fees and Costs. Class Counsel will apply to the Court for approval of attorneys' fees not to exceed Thirty-Three Percent (33%) of the Maximum Settlement Fund, or One Hundred and Twenty Thousand Dollars and Zero Cents (\$120,000.00), and costs and expenses not to exceed Six Thousand, Two Hundred and Twenty Dollars and Zero Cents (\$6,220.00). Settling Entity will not oppose such application. In the event that the Court does not approve the amount of the requested attorneys' fees or costs, the settlement will proceed. This Agreement is not contingent upon the Court's approval of the requested attorneys' fees or costs in any amount and will be modified to reflect the amount(s) approved by the Court. Any amounts allocated as attorney's fees or costs under this Agreement, but not approved by the Court, shall be added to the Net Settlement Amount.

E. Release of Claims.

1. **Release of State and Local Claims.** Upon the entry of the Final Order and Judgment, each Participating Class Member, on his or her behalf, and on behalf of his or her

respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge the Released Parties of and from any and all state and local wage and hour claims arising from their employment, including statutory claims, whether known or unknown, in law or in equity, including, but not limited to, any and all wage and hour claims under Wisconsin Law and any other state and local law that accrued or accrue prior to Preliminary Approval, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, and/or failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, and claims under the Employee Retirement Income Security Act (“ERISA”) that are related or derivative of the claims released in this provision.

2. **Release of Federal Law Claims.** In addition to the release provisions of Paragraph III.E.1 above, each Participating Collective Member on his or her behalf, and on behalf of his or her respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge the Released Parties from any and all federal wage and hour claims arising from his or her employment, including statutory claims, whether known or unknown, in law or in equity, including FLSA claims, including but not limited to claims under 29 U.S.C. § 206, 207, 211(c) and 215(a), including liquidated damages, through the date of the Preliminary Approval Order, and claims under any legal theory for failure to pay minimum wage; failure to pay overtime; failure to pay for all hours worked; failure to provide meal and rest periods; failure to timely pay final wages; failure to reimburse for business expenses; failure to

furnish accurate wage statements or other notices; failure to keep accurate records; and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, claims under the Employee Retirement Income Security Act (“ERISA”) that are related or derivative of the claims released in this Paragraph III.E.2.

3. A Class Member’s waiver of their claims under the FLSA shall be effective upon the date the Settlement Administrator distributes the Net Settlement Funds.

4. Participating Class Members who have not submitted timely and valid Claim Forms will not be bound by the Settlement and the Release in Paragraph III.E.2.

5. **General Release of Claims by Named Plaintiff Receiving Service Payments.** In addition, to the maximum extent permitted by law and in exchange for receiving an Service Payment, the Named Plaintiff generally releases the Released Parties from any and all claims, actions, causes of action, lawsuits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, bonuses, controversies, agreements, promises, claims, charges, complaints and demands whatsoever, whether in law or equity, known or unknown, which against the Released Parties. Named Plaintiff and his heirs, executors, administrators, successors, and assigns, ever had, may now have, or hereafter later determine that they have or had upon, or by reason of, any cause or thing whatsoever, including, but not limited to relating to their employment, including, but not limited to, claims arising under the Americans With Disabilities Act, the National Labor Relations Act, the Fair Labor Standards Act, the Equal Pay Act, the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq., including but not limited to, breach of fiduciary duty and equitable claims to be brought under §1132(a)(3) (“ERISA”), the Worker Adjustment and Retraining Notification Act, Title VII of the

Civil Rights Act of 1964, the Vocational Rehabilitation Act of 1973, the Civil Rights Acts of 1866, 1871 and 1991, including Section 1981 of the Civil Rights Act, the Family and Medical Leave Act, the Wisconsin Fair Employment Act, including sexual harassment claims; the Wisconsin Family and Medical Leave Law; the Wisconsin Minimum Wage Law; the Wisconsin Wage Claim and Payment Law; the Wisconsin Worker's Compensation Act Retaliation Provisions; the Wisconsin Business Closing and Mass Layoff Law; Chapter 109 of the Wisconsin Statutes, including without limitation, the Wisconsin cessation of health care benefits law; the Wisconsin Employment Peace Act; Chapter 103 of the Wisconsin Statutes, including without limitation, the Wisconsin restrictions on use of an HIV test law, the Wisconsin personnel records statute; the Wisconsin Bone Marrow and Organ Donation Leave Law; the Wisconsin internet privacy law; including any and all amendments to the foregoing, and/or any other federal, state or local human rights, civil rights, wage-hour, pension or labor law, rule, statute, regulation, constitution or ordinance and/or public policy, contract or tort law, or any claim of retaliation under such laws, or any claim of breach of any contract (whether express, oral, written or implied from any source), or any claim of intentional or negligent infliction of emotional distress, tortious interference with contractual relations, wrongful or abusive or constructive discharge, defamation, prima facie tort, fraud, negligence, loss of consortium, malpractice, breach of duty of care, breach of fiduciary duty or any action similar thereto against the Settling Entity or the Released Parties, including any claim for attorneys' fees, expenses or costs based upon any conduct from the beginning of the world up to and including the date that the Named Plaintiff executed this General Release; provided, however, that Named Plaintiff do not waive any rights to file an administrative charge with the Equal Employment Opportunity Commission ("EEOC"), subject to the condition that he agrees not to seek, or in any way obtain or accept, any monetary award, recovery or settlement therefrom;



and further provided, however, that Named Plaintiff does not release any claim for breach of the terms of the Agreement.

6. **Agreement to Withdraw Department of Workforce Development Complaint.** In addition, Named Plaintiff agrees that Complaint No. CR202302783, filed with the Department of Workforce Development, Equal Rights Division (“ERD Complaint”) and cross-filed with the Equal Employment Opportunity Commission as Charge No. 26G202400069 (“EEOC Charge”) will be withdrawn. Named Plaintiff represents and warrants that, except for the ERD Complaint and EEOC Charge, he has not filed, and does not presently have pending, any claims, charges, grievances, actions appeals, or complaints against Settling Entity or the Released Parties in or with any administrative, state, federal or governmental entity, agency board or court, or before any other tribunal or arbitrator(s), public or private, based upon any actions occurring prior to the date of this Settlement Agreement.

7. This Settlement is intended to include in its effect all claims identified in this Paragraph III.E, including claims that Named Plaintiff does not know or suspect to exist in his favor against the Settling Entity or the Released Parties at the time of the release.

8. Named Plaintiff further covenants that, in exchange for receiving a Service Award, he will not participate and/or opt in to any other legal actions against the Released Parties relating to claims released by this Agreement; will withdraw any opt-in; will dismiss the action or himself from the action in actions where he is a claimant, plaintiff or appellant; and will opt-out of those actions if he becomes aware of such actions.

#### **IV. THE SETTLEMENT PROCESS**

A. Court Approval of Settlement and Dismissal of Case. As soon as practicable and without undue delay, Plaintiff will seek the Court’s Preliminary Approval of the terms of this

Agreement (which the Settling Entity will not oppose) and, upon Final Approval, Plaintiff will seek the Court's dismissal of the Litigation with prejudice, on the condition that the Court retain jurisdiction to administer and enforce the terms of this Agreement, to the extent allowed by law.

1. A condition precedent to this Agreement is the Court's approval of the Preliminary Approval Order attached as Exhibit B, without any changes by the Court to the Preliminary Approval Order that the Settling Entity reasonably and in good faith deems material.

2. The Parties shall provide to the Court for review and approval this Agreement, with exhibits, including (a) the proposed Preliminary Approval Order in substantially the form attached as Exhibit B, (b) the Proposed Settlement Notice, attached as Exhibit A; and such other information as the Court may request.

3. The Parties shall cooperate and take all necessary steps to effectuate judicial approval of the Agreement. Should the Court not approve the Agreement, or should the Court not approve and enter the Preliminary Approval Order in the form attached as Exhibit B (or in a form without any changes by the Court that the Settling Entity deems material), the terms of this Agreement will be null and void, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible. In such an event, the Parties agree in good faith to negotiate about appropriate revisions and re-submit for the Court's approval. In the event this settlement is never approved by the Court, the Parties will retain all rights and defenses in the Litigation, and all negotiations and information and materials pertaining in any way to this Agreement or the settlement of the Litigation will be inadmissible.

4. Within ten (10) days following the filing of this Agreement with the Court, Settling Entity shall serve upon the Office of the Comptroller of the Currency of the United States

and the appropriate State official of each State in which any member of Wisconsin Wage Law Class resides, as determined by Settling Entity's records, a notice of the proposed settlement in compliance with the requirements of the Class Action Fairness Act, 28 U.S.C. § 1715 ("CAFA"). A sample of the CAFA Notice is attached to this Agreement as Exhibit E.

5. Final Approval. At least one hundred and twenty (120) days after entry of the Preliminary Approval Order, the Court shall set the Final Settlement Approval Hearing. At least fourteen (14) days prior to the Final Settlement Approval Hearing, Plaintiff will move the Court for entry of the Final Approval Order and the associated Judgment (which the Settling Entity will not oppose). The Parties shall make all reasonable efforts to secure entry of the Final Approval Order and the associated Judgment. If the Court rejects their request, fails to enter the Final Approval Order, or fails to enter the Judgment, this Agreement shall be void *ab initio*, and Settling Entity shall have no obligations to make any payments under the Agreement, except for costs already incurred by the Settlement Administrator, which shall be borne equally by, on one hand, Class Counsel and Named Plaintiff, and the Settling Entity, on the other. At the time the motion is filed requesting Final Approval, Named Plaintiff and Class Counsel also shall make an application for attorneys' fees and costs and the Service Payment. Notwithstanding any order entered on Named Plaintiff's and Class Counsel's application for awards to them, under no circumstance shall Settling Entity be required to pay any such awards absent occurrence of the Effective Date.

B. Settlement Administration. If the Court grants Preliminary Approval of this Agreement, the parties will use \_\_\_\_\_ (or any other mutually-agreed settlement administrator) to administer the settlement. Reasonable fees and expenses of the Settlement Administrator shall be paid from the Maximum Settlement Fund as set forth in Paragraph III.D. In no circumstances will any administration of the settlement, including issuance of the Proposed

Settlement Notice, occur unless and until the Court grants Preliminary Approval as set forth in Paragraph IV.A. The Parties agree to the following procedure for administration of the settlement:

1. Collection and Validation of Contact and Payroll Information.

a. Within thirty (30) days of Preliminary Approval, Settling Entity shall provide the names and addresses (“Contact Information”) and payroll or other data needed for purposes of allocating the Net Settlement Amount and/or issuing the Settlement Checks (“Payroll Information”) of Class Employees to the Settlement Administrator. Any and all information, including Social Security Numbers, provided by Settling Entity or Class Counsel shall be held in confidence and shall be used solely for purposes of effectuating this Agreement. This information shall not be disclosed to Named Plaintiff or Class Employees.

b. Upon receipt of the Contact Information, the Settlement Administrator shall make reasonable efforts to obtain valid, current addresses for Class Employees, including validating Contact Information through the national change of address database or other third party change of address databases prior to sending the Proposed Settlement Notice and thereafter as needed.

2. Establishment and Funding of the Qualified Settlement Fund.

a. If the Court grants Preliminary Approval of this Agreement, the Settlement Administrator shall establish a Qualified Settlement Fund (“QSF”) pursuant to 26 C.F.R. § 1.468B-1 for the purposes of administering the Settlement on or before the Effective Date. The Parties shall provide the Settlement Administrator with all necessary cooperation for the creation of the QSF, including but not limited to the execution of all necessary documents.

b. Settling Entity shall fund the QSF with the Maximum Settlement Fund, minus the amount of Unclaimed Collective Funds within fourteen (14) days of the Effective Date.

c. To effectuate the terms of the Settlement and to correct for mathematical or factual errors in the allocations to Class Members, the Settlement Administrator shall allocate from the Maximum Settlement Fund \$2,000.00 to create a Reserve Fund, which the Settlement Administrator may use, with approval from Settling Entity and Class Counsel, to make payments to Class Members who dispute their allocation amounts, to individuals who were not identified as Class Employees but have a good faith claim for participation in the settlement, or for any other reasonable purpose necessary to effectuate the settlement.

3. Class Notice and Class Employee Claim Forms.

a. Settlement payments from the FLSA Collective Fund will be made on a claims-made basis only. The Settlement Administrator will calculate the final amounts due to each Claimant as the Settlement Check and issue checks payable to said Claimants.

b. **Class Notice for Class Employees.** Within fourteen (14) days of receiving the Contact Information and Payroll Information, the Settlement Administrator shall mail, via First Class United States mail, postage prepaid, the Notice of Settlement of Class and Collective Action Lawsuit and Fairness Hearing (“Notice”) to all Class Employees. At that time, the Settlement Administrator shall also email the Notice to all Class Employees for whom Released Parties have a home email address, by providing them with a link to a case website, established by the Settlement Administrator, at which Class Employees may view the Notice and electronically submit their Claim Forms.

c. **Claim Forms for Class Employees.** Notices mailed to Class Employees shall include a Claim Form. The mailed Notices and Claim Forms addressed to Class

Employees shall also include a postage prepaid return envelope, using each Class Employee's last known address as provided by the Settling Entity and as updated by Class Counsel or the Settlement Administrator.

d. The Settlement Administrator shall give the Parties two (2) business days' notice before the Notices and Claim Forms are sent out. The Notices and Claim Forms shall inform all Class Employees of their rights under this Agreement and of their estimated amounts of their individual settlement payments. The Settlement Administrator shall take all reasonable steps to obtain the correct address of any Class Employee for whom the Notice is returned by the post office as undeliverable and shall attempt re-mailings as described below. Defendant's Counsel and Class Counsel have the right to make inquiries and receive any information from the Settlement Administrator as is necessary to the administration of this Settlement.

e. If any Notices and Claim Forms are returned as undeliverable, the Settlement Administrator shall forward them to any forwarding addresses provided by the U.S. Postal Service. If no such forwarding address is provided, the Settlement Administrator shall perform reasonable and diligent efforts to obtain the most recent addresses for these Class Employees. The Settlement Administrator shall, within ten (10) days after the first mailing of Notice, notify Class Counsel and Defendant's Counsel of the precise date of the end of the period to opt-out and the Claim Form Deadline.

f. The Settlement Administrator shall notify Class Employees who submit deficient Claim Forms ("Deficient Claimant(s)") of the deficiency within five (5) business days of receipt. Deficient Claimants will have fourteen (14) days thereafter to cure said deficiencies. Deficiencies that are not cured within fourteen (14) days shall render the Deficient Claimant's claim waived, unless the deficiency is excused and the Claim Form accepted in

accordance with Paragraph IV.C. Deficient Claimants whose claims are waived will still be bound by the releases in this settlement.

g. Except for Claim Forms accepted in accordance with Paragraph IV.C, each Class Employee must submit their completed Claim Form by U.S. Mail and/or email to the Settlement Administrator, and/or electronically through the case website established by the Settlement Administrator, no later than the Claim Form Deadline in order to be eligible for their Settlement Checks. The postmark date of the Claim Form mailed by the Settlement Administrator to the Class Employee, and the postmark date and/or the email timestamp of the Claim Form mailed and/or emailed by the Class Employee to the Settlement Administrator shall be deemed the exclusive means for determining whether a Class Employee timely submitted his/her Claim Form. In the event that there is no postmark date of the Claim Form being mailed by the Class Employee to the Settlement Administrator, it shall be presumed that the Claim Form was mailed three (3) days prior the Settlement Administrator's receipt of the Claim Form, excluding any Sunday or other day for which no postal service was provided.

4. Wisconsin Wage Class Opt-Out

a. Any Wisconsin Wage Class member may request exclusion from the Settlement Class by "opting out," unless he or she becomes a Participating Collective Member by submitting a Claim Form, in which case any opt-out request made by such Participating Class Member shall be deemed null and void. Wisconsin Wage Class members who choose to opt-out of the Settlement Class must mail a written, signed statement to the Settlement Administrator stating that he or she is opting out of the Settlement ("Opt-Out Statement"). The Opt-Out Statement must contain the name, address and telephone number of the Class Employee to be valid. It must also contain the words "I elect to exclude myself from the settlement in *Quella v.*

*Lands' End, Inc.*” in order to be valid. To be effective, such Opt-Out Statements must also be sent via First Class United States mail and postmarked within forty-five (45) days from the mailing of the Notice to the Wisconsin Wage Class member. The Notice of Proposed Class and Collective Action Lawsuit and Fairness Hearing mailed to the Wisconsin Wage Class member will specify a date certain by which Wisconsin Wage Class members must submit any Opt-Out Statement.

b. If a Wisconsin Wage Class member submits a deficient Opt-Out Statement, the Settlement Administrator shall notify the Wisconsin Wage Class member of the deficiency within five (5) business days of receipt. The Wisconsin Wage Class member shall have fourteen (14) days thereafter to cure said deficiencies, at which point his or her attempted opt-out will be rejected if not received. Wisconsin Wage Class members submitting untimely or deficient Opt-Out Statements shall be bound by the Settlement and its release of claims, but will not be considered Participating Class Members for settlement distribution purposes. If a Wisconsin Wage Class member submits both a Claim Form and an Opt-Out Statement, the Claim Form will control and the Wisconsin Wage Class member will be considered a Participating Class Member.

c. Plaintiff shall not opt out of the Settlement.

5. Issuance of the Payments under This Agreement.

a. Within fourteen (14) days of the date Settling Entity funds the QSF with the FLSA Collective Fund and the Wisconsin Wage Law Class Fund, the Settlement Administrator shall issue (i) Settlement Checks allocated from the Wisconsin Wage Law Class Fund to all Wisconsin Wage Law Class members, who did not validly and timely opt out or object, in accordance with Paragraph III.A.1; (ii) Settlement Checks allocated from the FLSA Collective Fund, less the Unclaimed Collective Funds, in accordance with Paragraph III.A.2 to the Participating Collective Members; (iii) a wire transfer in the amount of any Court-approved



attorneys' fees and costs to Class Counsel; and (iv) a check in the amount of any Court-approved Service Payments to Named Plaintiff.

b. Unclaimed Collective Funds shall remain the property of the Settling Entity and, if the Settling Entity have paid such amounts to the Settlement Administrator, such amounts shall be returned to the Settling Entity by the Settlement Administrator.

c. Participating Class Members and Participating Collective Members will have one hundred and twenty (120) days after each check date to redeem their settlement payments. If Participating Class Members or Participating Collective Members do not redeem their settlement payment checks within the one hundred and twenty (120) day period, their Settlement Checks (the "Unclaimed Class Checks") will be void and a stop-payment will be placed. In such event, the amounts associated with the Unclaimed Class Checks shall be deemed Unclaimed Class Funds and shall be distributed as described in Paragraph IV.E. Participating Class Members and Participating Collective Members who do not redeem their Settlement Checks shall remain bound by this Settlement and the applicable release in Paragraph III.E. This Agreement and the associated Final Order and Judgment do not and will not create any unpaid residue or unpaid residual with respect to the Unclaimed Class Funds or Unclaimed Collective Funds, and no distribution of such shall be required. The provisions of any unclaimed property statute or law do not apply to this action or this Agreement. The outcome of any proceeding related to the distribution of amounts associated with Unclaimed Class Funds or Unclaimed Collective Funds shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

d. Named Plaintiff and the Class Members shall remain bound by this Agreement, their respective Releases, and the Final Order Approving Settlement, notwithstanding any failure to cash or deposit any Settlement Check issued pursuant to this Paragraph.

C. Untimely, Deficient, or Disputed Claims.

1. The Settlement Administrator shall promptly advise counsel for the Parties of any Class Employees who file late or deficient claims, any Class Members who dispute their allocation based on the settlement formula, or who have come forward as individuals who were not identified as Class Employees but who seek to participate. The Settling Entity's personnel records reflecting dates a Class Member worked during the covered period are presumed to be correct unless that individual submits documents and the Settlement Administrator determines that those documents provide otherwise. The Settling Entity shall decide in its reasonable discretion whether individuals with late, deficient or disputed claims or any others may participate in the Settlement, and whether their allocation based on the settlement formula should be corrected (if applicable). In the case of late or deficient claims submitted by Class Members, or claims by individuals who were not included in the Contact Information, if any such claims are accepted, such individuals shall be considered Class Members for all purposes under this Agreement. Any individuals whose Claim Forms are accepted or whose allocation is permitted to be increased in accordance with this Paragraph at least seven (7) or more days prior to the distribution of the Settlement Checks shall be paid from the Net Settlement Amount and the calculations of the Settlement Checks for all other Class Members adjusted as necessary in accordance with Paragraph III.A. Any individuals whose Claim Forms are accepted or whose allocation is permitted to be increased in accordance with this Paragraph after the date that is less than seven (7) days prior to the distribution of the Settlement Checks, or after the distribution, shall be paid from the Reserve

Fund. Once settlement funds no longer remain to accept additional claims or adjust allocations, no further claims shall be accepted, or changes to allocations made. In no event shall the acceptance of any Claim Forms or changes to allocations in accordance with this Paragraph result in the Settling Entity being required to pay more than the Maximum Settlement Fund.

D. Tax Treatment of Settlement Checks.

1. For tax purposes, 50% of each Settlement Check for damages associated with the wage and hour claims (i.e., payments to members of the FLSA Collective and Wisconsin Wage Law Class) shall be treated as back wages, and the other 50% of each Settlement Check shall be treated as interest, any applicable penalties, liquidated damages and other non-wage relief.

2. Payments treated as back wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholding and the employee share of the FICA tax, and shall be reported to the Internal Revenue Service (“IRS”) and other appropriate taxing authorities (together with the IRS, the “Taxing Authorities”) and the payee under the payee’s name and Social Security number on an IRS Form W-2. The employee portion of all applicable income and payroll taxes will be the sole responsibility of the individual Class Member, and shall come out of the Net Settlement Amount. However, payments treated as back wages shall not be made net of any Employer Payroll Taxes, which shall be paid by the Settling Entity independent of and in addition to the Maximum Settlement Fund.

3. Payments treated as interest and/or liquidated damages shall be made without withholding and shall be reported to the Taxing Authorities and the payee, to the extent required by law, under the payee’s name and Social Security number on an IRS Form 1099.

4. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholding, deciding the appropriate tax rate, and issuing IRS Forms W-2 and Forms 1099 as appropriate.

E. Unclaimed Monies

1. Any portion of the Wisconsin Wage Law Class Fund that is not claimed by Participating Class Members because those individuals did not timely negotiate their Settlement Checks, or any portion of the Reserve Fund that is not allocated by the Settlement Administrator to Class Members (collectively, the “Unclaimed Monies”), shall be distributed *cy pres* to the following charitable organization: Second Harvest Foodbank of Southern Wisconsin.

2. The Settlement Administrator shall effectuate the distribution of the money described above in Paragraph IV.E.1, no later than thirty (30) days after the Settlement Checks become void.

F. Tax Treatment of Attorneys’ Fees. Within seven (7) days following Final Approval, Class Counsel shall provide the Settlement Administrator with a duly completed IRS Form W-9. The payments provided by Paragraph III.D shall be considered attorneys’ fees and reported on behalf of Class Counsel to the Taxing Authorities on a Form 1099 issued to Class Counsel by the Settlement Administrator, provided the Settlement Administrator has timely received a duly completed Form W-9 from Class Counsel.

G. Tax Treatment of Service Payment. The Service Payment paid to Named Plaintiff under this Agreement shall be reported as non-wage income to the Taxing Authorities on a Form 1099 issued to Named Plaintiff by the Settlement Administrator.

H. Responsibility for Taxes.

1. The Settling Entity is only responsible for the Employer Payroll Taxes arising from the payments under this Agreement. In the event that it is determined by the Taxing Authorities that Class Counsel, Named Plaintiff, and/or any Class Member owes any additional taxes with respect to any attorneys' fees or costs, any Service Payments, or any Settlement Check distributed under this Agreement, it is expressly agreed that the determination of any tax liability is between Class Counsel, Named Plaintiff, and/or the Class Members and the Tax Authorities, and that Settling Entity will not be responsible for the payment of such taxes, including any interest and penalties.

2. Class Counsel, Counsel for the Settling Entity, and Settling Entity make no representations, and it is understood and Named Plaintiff agrees on behalf of Class Members, that Class Counsel, Counsel for the Settling Entity, and Settling Entity have made no representations, as to the taxability of any portions of the Settlement Check to Named Plaintiff or any Class Member, the payment of any costs or award of attorneys' fees to Class Counsel, or any Service Payment to Named Plaintiff. The Proposed Settlement Notice will advise Class Employees to seek their own tax advice prior to acting in response to the Notices. Neither Class Counsel nor Counsel for the Settling Entity intend anything contained herein to constitute legal advice regarding the taxability of any amount paid hereunder, nor will it be relied upon as such.

3. Named Plaintiff and/or any Class Member agree to indemnify and hold harmless Settling Entity and Released Parties for any taxes, penalties, interest, or other amounts due or owing by Settling Entity for any taxes due or owed by Named Plaintiff and/or any Class Member on any portion(s) of the Settlement Check to any Named Plaintiff or any Class Member, or any Service Payments to Named Plaintiff. Other than as set forth above, and as required by

law, Settling Entity and the Settlement Administrator will not make from the payment to Named Plaintiff and/or any Class Member any deductions, withholdings, or additional payments, including without limitation, medical or other insurance payments or premiums, employee 401(k) contributions or matching employer contributions, wage garnishments, or charity withholdings, and entry of the Final Judgment shall be deemed authority not to make such deductions, withholdings, or additional payments. Any amount paid to Named Plaintiff and/or any Class Member shall not create any credit or otherwise affect the calculation of any deferred compensation, benefit, pension, or other compensation or benefit plan provided by Settling Entity.

I. Other Responsibilities of the Settlement Administrator.

1. The Settlement Administrator shall provide periodic updates to Class Counsel and Counsel for Settling Entity regarding Class Employee objections, opt outs, and Settlement Check negotiation rates.

2. The Settlement Administrator will create the following for purposes of communicating with Class Employees: toll free telephone number, email address, P.O. Box, and website. The Settlement Administrator shall keep a log of all communications with any Class Employees, and shall be responsible for responding to inquiries about the settlement. In the event any Class Employee requests to speak to Class Counsel or has a question that seeks legal advice about the settlement, the Settlement Administrator shall provide that person with Class Counsel's contact information, including telephone number, email address, and mailing address. The Settlement Administrator shall forward all other unresolved questions or issues in writing to Class Counsel and Counsel for Settling Entity, who will work jointly to attempt to provide a resolution.

3. In communications to Class Employees, the Settlement Administrator and the Parties will cooperate to facilitate the purposes of the settlement.

## **V. NON-ADMISSION OF LIABILITY**

This Agreement shall not in any way be construed as an admission by Settling Entity that it has acted wrongfully with respect to Named Plaintiff, Class Employees, or to any other person, collectively or individually, and Settling Entity specifically disclaims any liability to or wrongful acts against Named Plaintiff, Class Employees, or any other person, on the part of the Settling Entity or the Released Parties. Furthermore, the Parties agree that this Agreement does not constitute an adjudication of the merits of the Litigation or any other matters released in this Agreement. Accordingly, the Parties agree that none of them has prevailed on the merits; nor shall this Agreement serve or be construed as evidence that (1) any party has so prevailed; (2) Settling Entity or the Released Parties have engaged in any wrongdoing; or (3) any claims may or should proceed on a class or collective action basis against any of the Settling Entity or the Released Parties. Nothing in this provision shall prevent the Parties from bringing an action to enforce the terms of this Agreement.

## **VI. RELEASE OF FEES AND COSTS**

Named Plaintiff and Class Counsel understand and agree that any fee payments made under Paragraph III.D of this Agreement will be the full, final, and complete payment by Settling Entity of all attorneys' fees and costs arising from or relating to the representation of Named Plaintiff the Class Members or any other attorneys' fees and costs associated with the investigation, discovery, and/or prosecution of the Litigation against Settling Entity. As an inducement to Settling Entity to enter into this Agreement, and as a material condition thereof, Named Plaintiff and Class Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge any claim they may have against the Released Parties for attorneys' fees or costs arising from or relating to the individuals and matters identified in this Paragraph. As a further inducement to Settling Entity to

enter into this Agreement, and as a material condition thereof, Named Plaintiff and Class Counsel further understand and agree that the fee and cost payments made pursuant to Paragraph III.D of this Agreement will be the full, final, and complete payment of all attorneys' fees and costs that are released, acquitted, or discharged under this Paragraph. As further inducement to Settling Entity to enter into this Agreement, and as a material condition thereof, Named Plaintiff and Class Counsel warrant and represent that they will not, nor will any of their employees, agents, or representatives of their firms, file any claims for attorneys' fees or costs against the Released Parties, including, but not limited to, bills of costs or requests for attorneys' fees, arising out of the Litigation, and Named Plaintiff and Class Counsel hereby irrevocably and unconditionally release, acquit, and forever discharge the Released Parties of any liability for such fees and/or costs. Furthermore, Named Plaintiff and Class Counsel represent and warrant that they are not aware of any attorney, other than Class Counsel, who has any attorney's fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Litigation, and that the terms of this Agreement shall fully satisfy any and all claims by any attorney arising out of or by virtue of or in connection with the Litigation.

## **VII. USE AND RETURN OF DOCUMENTS**

Named Plaintiff and Class Counsel agree to return and/or destroy all documents and materials designed as "Confidential" and those produced in conjunction with the Parties' mediation or other settlement negotiations in the matter. All originals, copies, and summaries of documents, presentations, and data provided to Class Counsel by Settling Entity in connection with the mediation or other settlement negotiations in this matter, including e-mail attachments containing such materials, may be used only with respect to this settlement, or any dispute between



Class Members and Class Counsel regarding the settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule.

#### **VIII. LIMITED CONFIDENTIALITY**

Named Plaintiff and Class Counsel agree not to, directly or indirectly (1) issue or cause to be issued any statements to the media or press; (2) hold a press conference; or (3) engage in any publicity regarding the Parties' negotiations, the settlement, this Agreement, whether orally, on a website, on any social media application or platform, in email correspondence, by name, or by reference. Named Plaintiff and Class Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the U.S. District Court for the Eastern District of Wisconsin. Notwithstanding the foregoing, Class Counsel may engage in direct communications with Class Employees about their rights and obligations under this Agreement.

#### **IX. COURT RETAINS JURISDICTION TO ENFORCE AGREEMENT**

The Parties shall request that the Court retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Court for purposes of implementing and enforcing the settlement embodied in the Agreement. This retention of jurisdiction encompasses any disagreement among the Parties concerning the final forms of the Notices or other documents necessary to implement this Agreement, and all other disputes regarding the Agreement and its implementation, and requires that any action to enforce this Agreement shall be commenced and maintained only in this Court.

#### **X. GOVERNING LAW**

This Agreement is made and entered into in the State of Wisconsin and shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Wisconsin. Any legal

action relating to this Agreement shall be brought in this Court before Judge Adelman or any judge presiding in her stead, or if jurisdiction in this Court is lacking, in the courts for the State of Wisconsin.

#### **XI. COOPERATION CLAUSE**

The Parties agree to cooperate to effectuate the settlement of the Litigation, including securing the Court's approval of the Agreement, assisting with the administration of the settlement in accordance with the terms of this Agreement, and obtaining a final dismissal. The Parties further agree to cooperate to the extent reasonably necessary to effect and implement all terms and conditions of the Agreement and to exercise their best efforts to accomplish the terms and conditions of the Agreement, including but not limited to obtaining the dismissal, transfer to the Court, or stay of any pending or subsequently-filed class or collective action lawsuit that alleges any of the claims covered by the Releases herein.

#### **XII. ASSIGNMENTS**

Named Plaintiff and Class Counsel represent that they have not assigned or transferred, or purported to assign or transfer, to any person or entity any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

#### **XIII. NO REPRESENTATIONS FROM SETTLING ENTITY**

Named Plaintiff and Class Counsel represent and acknowledge that, in executing this Agreement, they do not rely and have not relied upon any representation or statement made by Settling Entity or by any of its agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement.

#### **XIV. RIGHT TO WITHDRAW**

Settling Entity shall have the right to withdraw from, and void *ab initio*, this Agreement at any time prior to the Effective Date upon the occurrence of any one of the following events: (i) Settling Entity is required to pay more than Maximum Settlement Fund, plus the Employer Payroll Taxes; (ii) more than 10 percent of the Wisconsin Wage Law Class opts out in the manner prescribed by Paragraph IV.B.4 of this Agreement; or (iii) the Court otherwise issues an Order inconsistent with any of the terms of this Agreement.

#### **XV. BINDING AGREEMENT**

This Agreement shall be binding upon the Parties and upon their respective heirs, administrators, representatives, executors, successors, and assigns, and shall inure to the benefit of Settling Entity and to their respective heirs, administrators, representatives, executors, successors, and assigns.

#### **XVI. ARM'S LENGTH TRANSACTION; MATERIALITY OF TERMS**

The Parties have negotiated all the terms and conditions of this Agreement at arm's 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.

#### **XVII. SEVERABILITY**

Should any clause, sentence, provision, Paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation

to the clause, sentence, provision, Paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

#### **XVIII. WAIVERS, ETC. TO BE IN WRITING**

No waiver, modification, or amendment of the terms of this Agreement, whether purportedly made before or after the Court's Preliminary or Final 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.

#### **XIX. 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.

#### **XX. 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.

## **XXI. SOLE AND ENTIRE AGREEMENT**

This Agreement, including Exhibits A through E and attached hereto, set forth the entire agreement between the Parties hereto. This Agreement fully supersedes any and all prior oral or written agreements or understandings between the Parties hereto pertaining to the subject matter hereof. This Agreement may only be modified in writing.

## **XXII. EXTENSIONS OF TIME**

If any deadlines related to this Agreement cannot be met, Class Counsel and Counsel for Settling Entity shall meet and confer to reach agreement on any necessary revisions of the deadlines and timetables set forth in this Agreement. In the event that the Parties fail to reach such agreement, any of the Parties may apply to the Court via a noticed motion for modification of the dates and deadlines in this Agreement.

## **XXIII. FACSIMILE/ELECTRONIC SIGNATURES**

Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party whose counsel transmits the signature page by facsimile or email.

## **XXIV. THIRD PARTY BENEFICIARIES**

The Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties hereto; but this Agreement is not designed to and does not create any third party beneficiaries other than third parties that are identified as Released Parties as defined in Paragraph I.GG.

## **XXV. COUNTERPARTS**

This Agreement may be executed in two or more counterparts, each of which counterpart shall be deemed to be an original, and all such counterparts shall constitute one and the same instrument.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]


**NAMED PLAINTIFF:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Christopher Quella

**SETTLING ENTITY:**

DATED: 11/27/2024

By:  \_\_\_\_\_  
Lands' End, Inc.

**CLASS COUNSEL AS TO FORM:**

DATED: \_\_\_\_\_

Walcheske & Luzi, LLC

By: \_\_\_\_\_

**NAMED PLAINTIFF:**

DATED: 11/06/27

By: *Christopher Quella*  
Christopher Quella (Nov 6, 2024 10:42 CST)  
Christopher Quella

**SETTLING ENTITY:**

DATED: \_\_\_\_\_

By: \_\_\_\_\_  
Lands' End, Inc.

**CLASS COUNSEL AS TO FORM:**

DATED: \_\_\_\_\_

Walcheske & Luzi, LLC

By: \_\_\_\_\_



**NOTICE OF PROPOSED SETTLEMENT OF CLASS AND COLLECTIVE ACTION  
LAWSUIT AND FAIRNESS HEARING**

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

**PLEASE READ THIS NOTICE CAREFULLY. IF YOU WORKED AS A CUSTOMER SERVICE EMPLOYEE OR SIMILAR POSITION FOR LANDS' END, INC. AT ANY TIME OR IN CERTAIN LOCATIONS DURING THE TIME PERIODS SET FORTH BELOW, YOU MAY BE ENTITLED TO A PAYMENT FROM A CLASS AND COLLECTIVE ACTION LAWSUIT SETTLEMENT.**

- This Notice pertains to all Customer Service employees and similar positions (“Customer Service Employees”) who worked for Lands’ End, Inc. (hereafter, “Lands’ End”) between October 6, 2020, through July 31, 2024.
- Former Home Agent Christopher Quella is suing Lands’ End claiming that he and other call center agents were not paid for time spent performing start-up/log-in and log-out/boot-down activities before and after their shifts and are owed unpaid overtime wages, minimum wages, and other damages from Lands’ End.
- Lands’ End denies these allegations and believes that call center agents were and are properly paid for all time worked and received all monies to which they are entitled.
- The Plaintiff and Lands’ End agreed to this settlement to avoid the burden, expense, inconvenience, and uncertainty of litigation. The Court preliminarily approved this settlement, but the Court has not made any ruling on the merits of the Plaintiff’s claims, and no party has prevailed in this action.
- **You are entitled to money from this settlement.** You have received this Notice because Lands’ End’s records indicate that you either worked as a Customer Service employee or similar position, as set forth in the Complaint, during the period between October 6, 2020, through July 31, 2024. If you submit a properly completed Claim Form & Release (“Claim Form”) enclosed with this Notice by [insert deadline], you will receive approximately \$XX if you worked for Lands’ End. If you worked for Lands’ End in Wisconsin and do not return a properly completed Claim Form, you will still receive approximately \$XX unless you opt out or object by [insert deadline].

**PLEASE READ THIS NOTICE CAREFULLY AS IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR LEGAL RIGHTS.**

| YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:   |   |
|---|---|
| If you worked for Lands’ End <u>in Wisconsin</u><br>between October 6, 2021, through July 31, 2024: |   |
| <b>SUBMIT A<br/>CLAIM<br/>FORM AND<br/>OBTAIN A<br/>PAYMENT</b>                                     | <p>If you wish to participate in the settlement and receive the full settlement payment for which you are eligible, complete and mail back the enclosed “Claim Form” to the Settlement Administrator, as discussed in Section 4 below. An electronic Claim Form may also be submitted through the case website: [insert case website address] If mailed, the Claim Form must be postmarked or received by [Insert Date].</p> <p>If you choose to participate in the settlement, you will release the claims discussed in Section 8 below.</p> |

|  |   |
|--|---|
| <b>DO NOTHING</b>  | If you do nothing and the Court grants final approval of the settlement, you will receive a settlement payment in connection with your potential rights under state/local law only, mailed to the same address as this Notice. You will retain your right to file your own legal action against Lands' End under federal law, should you choose, assuming that the time period to sue has not expired. However, you will not retain your right to sue Lands' End for any of the Released State Law Claims discussed in Section 8 below.   |
| <b>OPT OUT</b>   | If you do not want to participate in the settlement and want to retain your right to sue Lands' End for unpaid wages under state and/or local law, you must submit a written Opt-Out Statement to the Settlement Administrator, as discussed in Section 5 below. If you submit an Opt-Out Statement, you will not be eligible to receive a settlement payment.  |
| <b>OBJECT</b>  | You may write to the Court about why you object to the settlement. If you submit an Opt-Out Statement, however, you cannot object to the settlement. More information about objecting is set forth in Section 6 below.  |
| <b>If you DID NOT work for Lands' End in Wisconsin, or worked for Lands' End in Wisconsin only prior to October 6, 2021:</b> |   |
| <b>SUBMIT A CLAIM FORM AND OBTAIN A PAYMENT</b>  | <p>If you wish to participate in the settlement and be eligible to receive a settlement payment, complete and mail back the enclosed "Claim Form" to the Settlement Administrator, as discussed in Section 4 below. An electronic Claim Form may also be submitted through the case website: <b>[insert case website address]</b>. If mailed, the Claim Form must be postmarked or received by <b>[insert date]</b>.</p> <p>If you choose to participate in the settlement, you will release the claims discussed in Section 8 below.</p> |
| <b>DO NOTHING</b>  | If you do nothing and the Court grants final approval of the settlement, you will not be eligible to receive a settlement payment. You will retain your right to file your own legal action against Lands' End, should you choose, assuming that the time period to sue has not expired.  |

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.
- The Court in charge of this case still has to decide whether to approve the settlement. Payments will only be made if and when the Court approves the settlement and after any appeals are resolved. Please be patient.

## **1. WHAT IS THE PURPOSE OF THIS NOTICE?**

This Notice explains the terms of the settlement, your rights, and what claims are being released by Customer Service Employees who are Class Members. If the settlement is given final approval by the Court, Defendant will create a settlement fund of up to \$360,000.00. You are receiving this notice because you can be a Class Member.

## **2. WHAT DOES THE SETTLEMENT PROVIDE?**

Lands' End has agreed to pay up to a maximum of \$360,000.00 to be allocated among current and former Customer Service Employees who qualify for a settlement payment based upon the weeks worked in the Customer Service Employee role. The settlement fund will cover settlement payments to each person who submits a valid Claim Form and/or who worked in Wisconsin between October 6, 2021, through July 31, 2024, a Service Payment of \$15,000.00 to the Named Plaintiff for his service in obtaining this settlement, the employee's share of payroll

taxes, attorneys fees' and costs of up to one-third of the settlement fund, the costs of the Settlement Administrator to facilitate this settlement up to \$12,500.00, and a reserve fund to pay disputed and untimely claims. Unclaimed funds associated with the Released Federal Law Claims, described below in Section 8, will remain with Lands' End. Unclaimed funds associated with the Released State Law Claims, described below in Section 8, will be redistributed to a charitable purpose.

### 3. HOW MUCH MONEY WILL I GET IF I SUBMIT A CLAIM FORM?

If you submit a Claim Form, you will receive approximately \$XX if you worked for Lands' End in Wisconsin, or \$XX if you worked for Lands' End in the United States outside of Wisconsin. Your settlement payment will be calculated based [insert short description of Plan of Allocation, provided by Plaintiff's counsel]. One-half of the payment will be considered wages and taxes will be withheld from that portion. The other half will be considered non-wage compensation and taxes will not be withheld. Please consult your tax advisor or accountant regarding the taxability of this settlement payment. You are solely responsible for the payment of any taxes on payments reported as non-wage income, as well as reimbursing Lands' End if it is required to pay any taxes, interest, or penalties on such payments. Class Counsel and Lands' End's counsel make no representations regarding the taxability of your settlement payment.

If the settlement is approved, the Settlement Administrator will deduct from the settlement fund the amounts needed to cover approved attorney's fees, costs, up to \$12,500.00 in settlement administration expenses, Service Payments, payroll taxes and the reserve fund and pay claims from the remaining "Net Settlement Amount."

Payment will only be made if the Court finally approves the settlement, so we do not know when checks will be sent to you.

**Checks that are not cashed within 90 days of issuance will be null and void.**

### 4. HOW DO I SUBMIT A CLAIM FORM?

To participate in the settlement and receive a settlement payment, you must return a properly completed Claim Form in the enclosed pre-stamped return envelope, by mailing or emailing it to the Settlement Administrator, or by submitting an electronic Claim Form through the case website: [insert case website address]

The Claim Form must be postmarked or received no later than [date]. A Claim Form is included with this Notice. The Settlement Administrator's contact information is:

**Analytics Consulting LLC**

[insert address]

[insert phone number]

[insert email address]

### 5. HOW CAN I OPT OUT OF THE SETTLEMENT?

If you worked in Wisconsin and do not want to participate in the settlement, you must submit a written, signed Opt-Out Statement which specifically states, "**I elect to exclude myself from the settlement in *Quella v. Lands' End, Inc.***" The Statement must be mailed to the Settlement Administrator listed in Section 4 and be postmarked no later than [insert date]. You must include your name, address and telephone number in the Statement and must sign it.

If you do not affirmatively opt out, you will continue to be a Class Member, and that means that if the settlement is approved, you will release the Released State Law claims described below in Section 8, and you will be prohibited from bringing or participating in any other cases concerning those claims against Defendant or the Released Parties. It also means that all of the Court's orders will apply to you and legally bind you.

#### **6. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?**

If you worked in Wisconsin and have not opted out of the settlement, you can object to any portion of the settlement with which you disapprove. The Court will consider your views. You are not required to submit an objection. To object to the settlement, you must send a signed letter to the Settlement Administrator by **[insert date]** saying that you object to the settlement. Written objections must contain your name and address, must be signed by you, and must include reference to the matter of *Quella v. Lands' End, Inc.* If you opt out of the settlement, you cannot object to the settlement.

An objector also has the right to appear in person at the Fairness Hearing (explained in Section 10 below), but is not required to do so in order to have their objections considered by the Court. If you wish to appear at the Fairness Hearing, you must state your intention to do so in your letter to the Settlement Administrator.

#### **7. WHAT'S THE DIFFERENCE BETWEEN OPTING OUT AND OBJECTING?**

Objecting is telling the Court that you do not like something about the settlement and asking the Court not to approve the settlement. You can object only if you remain a class member. Opting out is telling the Court that you do not want to be a Class Member. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an exclusion request, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself.

#### **8. WHAT CLAIMS AM I RELEASING BY PARTICIPATING IN THE SETTLEMENT?**

Upon the entry of the Final Order and Judgment, if you worked for Lands' End in Wisconsin between October 6, 2021, through July 31, 2024, and have not opted out of this settlement, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, fully release and discharge Lands' End, Inc., and its present and former affiliates, divisions, subsidiaries, parents, predecessors, any merged entity or merged entities and/or its or their present and former officers, partners, directors, employees, agents, attorneys, shareholders and/or successors, and insurers or reinsurers, employee benefit plans (and the trustees, administrators, fiduciaries, agents, representatives, insurers and reinsurers of such plans), assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof, and all persons or entities acting by, through, under or in concert with any of them, and any individual or entity that could be jointly liable with any of them (the "Released Parties"), of and from any and all state and local wage and hour claims arising from your employment as a Customer Service employee or similar position, as set forth in the Complaint, including statutory claims, whether known or unknown, in law or in equity, including, but not limited to, any and all wage and hour claims under Wisconsin Law and any other state and local law, that accrued or accrue prior to the date of the Preliminary Approval Order, including claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, and/or failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, and claims under the Employee Retirement Income Security Act ("ERISA") that are related or derivative of the claims released in this provision ("Released State Law Claims").

In addition, if you already opted in and/or sign and return a Claim Form that is accepted pursuant to this settlement and are sent a settlement check, you, on your own behalf, and on behalf of your respective current, former and future heirs, assigns, spouses, executors, administrators, agents, and attorneys, shall fully release and discharge Defendants and the Released Parties from any and all federal, state and local wage and hour claims arising from your employment as Customer Service employee or similar position, as set forth in the Complaint, including statutory claims, whether known or unknown, in law or in equity, including Fair Labor Standards Act claims, including, but not limited to, claims under 29 U.S.C. § 206, 207, 211(c) and 215(a), including liquidated damages, through the date of the Preliminary Approval Order, and claims under any legal theory for failure to pay minimum wage, failure to pay overtime, failure to pay for all hours worked, failure to provide meal and rest periods, failure to timely pay final wages, failure to reimburse for business expenses, failure to furnish accurate wage statements or other notices, failure to keep accurate records, and any and all claims for recovery of compensation, overtime pay, minimum wage, premium pay, interest, liquidated damages, punitive damages and/or penalties, and claims under the Employee Retirement Income Security Act (“ERISA”) that are related or derivative of the claims released in this provision (“Released Federal Law Claims”).

This settlement is intended to include in its effect all claims identified in this section, including claims that you do not know or suspect to exist in your favor against Defendant or the Released Parties at the time of the release. For the purpose of implementing a full and complete release, if you worked in Wisconsin and do not opt out of the settlement, you will expressly waive all rights and benefits you may have under this section for the Released State Law Claims, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind, and acknowledge that the release set forth is intended to include the discharge of all claims which you do not know or suspect to exist. Similarly, if you if you sign and return a Claim Form that is accepted pursuant to this settlement and are sent a settlement check, you will expressly waive all rights and benefits you may have under this section, as well as under any other statutes or common law principle of similar effect which provides any remedy of any kind relating to the Released Federal Law Claims, and acknowledge that the release set forth is intended to include the discharge of all claims which you do not know or suspect to exist. You agree and acknowledge that this is a knowing and voluntary waiver.

#### **9. WHEN WILL I GET MY PAYMENT?**

The Court will hold a hearing on \_\_\_\_\_, at \_\_\_\_\_ to determine whether to approve the settlement. If the Court approves the settlement, there may be appeals after that, although it is unlikely. Resolving appeals can take time, perhaps more than a year. Settlement Checks will be issued once the Court approves the Settlement and any appeals have expired. Please be patient.

#### **10. WHEN IS THE FAIRNESS HEARING?**

A hearing before the Court will be held on \_\_\_\_\_, at \_\_\_\_\_ (the “Fairness Hearing”). The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and if it should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above.

#### **11. DO I HAVE TO COME TO THE HEARING?**

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you don’t have to come to Court to talk about it. As long as you returned your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

#### **12. DO I HAVE A LAWYER IN THIS CASE AND HOW WILL THEY BE PAID?**

The Court has decided that the lawyers at Walcheske & Luzi, LLC, are qualified to represent you and your fellow Customer Service Employees. These lawyers are “Class Counsel.” You will not be charged for these lawyers because their fees and costs will be paid from the total settlement fund as approved by the Court. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the settlement. Class Counsel will also ask the Court to approve payment for their out-of-pocket costs. You do not need to retain your own attorney to participate in this settlement.

Class Counsel will also ask the Court to approve a payment of \$15,000.00 to Named Plaintiff in recognition of the risks he took and his service to Class Members.

|   |
|---|
| <b>13. WHAT IF I HAVE QUESTIONS OR WANT TO EXAMINE COURT RECORDS?</b> |
|---|

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information, you can contact the Settlement Administrator or Class Counsel at:

James A. Walcheske  
Scott S. Luzi  
David M. Potteiger  
235 N. Executive Drive, Suite 240  
Brookfield, WI  
Telephone: (262) 780-1953  
E-mail: jwalcheske@walcheskeluzi.com  
E-mail: sluzi@walcheskeluzi.com  
E-mail: dpotteiger@walcheskeluzi.com

You may also examine the court records in-person at the Clerk’s Office located at 517 E. Wisconsin Ave., Room 362, Milwaukee, WI 53202.

**Please do not contact the Court.**



**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

CHRISTOPHER QUELLA,  
on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

LANDS' END, INC.,

Defendant.

Case No. 23-cv-1323

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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL**

The Court, having considered the parties' Class and Collective Action Settlement Agreement ("Agreement") and all other materials properly before the Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Order Granting Preliminary Approval") will have the same meaning as defined in the Agreement.
2. The Court has jurisdiction over the subject matter of this action, the Named Plaintiff, Lands' End, Inc. ("Lands' End"), and the Class Members.
3. The Court finds on a preliminary basis that the settlement memorialized in the Agreement, filed with the Court, falls within the range of reasonableness and, therefore, meets the requirements for preliminary approval such that notice to the class is appropriate.

4. The Court finds that the Settlement was the product of protracted, arms-length negotiations between experienced counsel well-versed in the prosecution of wage and hour class and collective actions.

5. The Court grants preliminary approval of the parties' Agreement.

**Certification of the Proposed Rule 23 Class and FLSA Collective For Settlement Purposes Only**

6. Provisional settlement, class certification, and appointment of class counsel have several practical purposes, including avoiding the costs of litigating class status while facilitating a global settlement, ensuring all class members are notified of the terms of the proposed Agreement, and setting the date and time of the final approval hearing.

7. Pursuant to Rule 23(e) of the Federal Rules of Civil Procedure, the Court conditionally certifies, for settlement purposes only, (and for no other purpose and with no other effect upon this or any other action, including no effect upon this action should the settlement not ultimately be approved), a Rule 23 class of all persons employed as hourly, non-exempt employees whose job responsibilities fall within the definition of Customer Service employee or a similar position, as set forth in the Complaint, who worked for Settling Entity in Wisconsin, from October 6, 2021 through July 31, 2024, except that any individual who timely submitted or submits a valid request for exclusion shall not be included in the Class.

8. In addition, pursuant to Section 216(b) of the Fair Labor Standards Act, the Court certifies, for settlement purposes only, (and for no other purpose and with no other effect upon this or any other action, including no effect upon this action should the settlement not ultimately be approved), a Section 216(b) collective of all persons employed as hourly, non-exempt employees whose job responsibilities fall within the definition of Customer Service employee or a similar



position, as set forth in the Complaint, who worked for Settling Entity in any place covered by the Fair Labor Standards Act, from October 6, 2020 through July 31, 2024.

9. The Court appoints, for settlement purposes only, Named Plaintiff Christopher Quella to serve as Class Representative.

10. For settlement purposes only, Named Plaintiff meets all of the requirements for class certification under Federal Rule of Civil Procedure 23(a) and (b)(3). The fact of this class certification shall not be cited to, used, or admissible in any other judicial, administrative, or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural.

**Appointment of Plaintiff's Counsel as Class Counsel**

11. For settlement purposes only, the Court appoints James A. Walcheske, Scott S. Luzi, and David M. Potteiger of Walcheske & Luzi, LLC ("Class Counsel") as Class Counsel because they meet all of the requirements under Federal Rule of Civil Procedure 23(g).

**Notice**

12. The Court approves Analytics Consulting LLC as the Settlement Administrator to perform duties in accordance with Section IV.B of the Agreement.

13. The Court finds that the procedures for notifying the Class Members about the Settlement as described in the Agreement provide the best notice practicable under the circumstances and therefore meet the requirements of due process, and directs the mailing of the Notice in accordance with the Agreement.

14. The Court approves, as to form and content, the Notice of Proposed Settlement of Class and Collective Action Lawsuit and Fairness Hearing, attached to the Agreement as Exhibit A, and Claims Form, attached to the Agreement as Exhibit C. The Settlement Administrator is

authorized to mail these documents, after they are updated with the appropriate dates and deadlines consistent with the Agreement, to the applicable Class Employees as provided in the Agreement.

15. The Proposed Notice to Class Members satisfies Federal Rule of Civil Procedure 23(c)(2)(B) and adequately puts Class Employees on notice of the proposed settlement. The Proposed Notice is appropriate because it describes the terms of the settlement, informs the class about the allocation of attorneys' fees, and provides specific information regarding the date, time, and place of the final approval hearing.

16. Any Opt-Out Statement or written objection to the settlement by a Class Member who has not opted-out must be sent to the Settlement Administrator no later than forty-five (45) days after the Class Notice is mailed to the Class Members. The Settlement Administrator will provide any such Opt-Out Statements or written objections to Class Counsel.

#### **Class Action Settlement Procedure**

17. The Court hereby adopts the settlement approval process as set forth in the Agreement.

18. In the event that the Effective Date as defined in the Agreement does not occur, the Settlement, the Agreement, and this Order shall be deemed null and void and shall have no effect whatsoever, other than the publicity provisions in Section VIII, and the non-admission provisions in Section V of the Agreement, which shall remain in effect. In such case, nothing in the Agreement or this Order shall be relied upon, cited as, constitute evidence of, or constitute an admission that class or collective action certification is or may be appropriate in this action or any other matter.

19. Pending the Court's decision on final approval of the Settlement and entry of the Court's Final Order and Judgment, Named Plaintiff, all Class Members, and anyone acting on

behalf of any Class Member shall be barred and enjoined from: (a) further litigation in this Litigation; (b) filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class or collective action basis any other action, claim or proceeding against Defendants in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or (c) seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

20. The parties are ordered to carry out the Settlement according to the terms of the Agreement.

21. The Court will conduct a Fairness and Good Faith Determination Hearing on                     , 2024 at            a.m./p.m. for the purposes of: (a) making a final determination of the fairness, adequacy, and reasonableness of the Settlement terms and procedures; (b) fixing the amount of attorneys' fees and litigation costs and expenses to Class Counsel and Service Payment to the Named Plaintiff; (c) hearing any timely and properly filed objections; and (d) entering Judgment. The Fairness and Good Faith Determination Hearing may be continued without further notice to Class Members. The parties shall file their joint motion for final approval of the settlement, and Class Counsel shall file their motion for attorneys' fees, litigation costs and expenses, and Service Payments on or before fourteen days prior to the Fairness Hearing.

Dated: This \_\_\_\_ day of \_\_\_\_, 2024

BY THE COURT:

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LYNN ADELMAN  
United States District Judge  
Eastern District of Wisconsin

**EXHIBIT C**  
**CLAIM FORM AND RELEASE**

*Quella, et al. v. Lands' End, Inc., Case No. 23-cv-1323*  
*United States District Court, Eastern District Of Wisconsin*

**TO SHARE IN THE FLSA COLLECTIVE FUND, YOU MUST COMPLETE,  
SIGN AND RETURN THIS CLAIM FORM.**

**THE CLAIM FORM MUST BE POSTMARKED OR RECEIVED BY NO LATER THAN  
[REDACTED], 2024**

**RETURN TO:**  
***Quella, et al. v. Lands' End, Inc.***  
**Analytics Consulting LLC**  
**[ADDRESS /PHONE/FAX/EMAIL]**  
**[insert case website address]**

Your Claim Number is \_\_\_\_\_. Your PIN is \_\_\_\_\_.

The records of Lands' End, Inc. ("Lands' End") indicate that you were employed by Lands' End between October 6, 2020 and July 31, 2024 and during this time, had the job responsibilities of Customer Service Employee or a similar position as alleged in the Complaint, and are eligible to participate in the Settlement Agreement summarized in the Notice. Based on this, the estimated gross Individual Settlement Amount you will receive if you timely submit this completed form is \$ [REDACTED] if you worked for Lands' End in Wisconsin between October 6, 2021, through July 31, 2024, or \$ [REDACTED] if you worked for Lands' End in the United States outside of Wisconsin prior to October 6, 2021.

By signing and returning this form, you are claiming your Individual Settlement Amount indicated above and you are consenting to join the above-captioned settled lawsuit brought to recover wages under the Fair Labor Standards Act and state law. The Court has already reviewed and preliminarily approved the terms of the settlement.

By signing and returning this form, you acknowledge that you are agreeing not to sue the Released Parties, as described in the Notice and Agreement, for any claims that are released as set forth in the Notice and Agreement. You agree to be bound by this Settlement and not to sue or otherwise make a claim against any of the Releasees as to any of the Released Claims.

**CONSENT TO BECOME A PARTY PLAINTIFF**

I, the undersigned, whom Defendant employed as an hourly, non-exempt employee between October 6, 2020 and July 31, 2024 and during this time, had the job responsibilities of Customer Service Employee or a similar position as alleged in the Complaint, hereby consent to be a party Plaintiff in this lawsuit, which is an action to recover unpaid wages, including overtime compensation not paid pursuant to the requirements of the Fair Labor Standards Act. By my signature below, I designate the named Plaintiff and his attorneys as my representatives to make decisions on my behalf concerning the litigation, the manner and methods of conducting this litigation and decisions regarding settlement, attorneys' fees and costs and all other matters pertaining to this lawsuit. I understand that while I have the right to

choose other counsel and pursue my claims on my behalf, I choose to be represented by Class Counsel from Walcheske & Luzzi, LLC, and other attorneys with whom they may associate.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Sign your name here)

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**CORRECTIONS OR ADDITIONAL INFORMATION**

Write any name and address corrections below if any is necessary **OR** if there is no preprinted data, please provide your name (including any name you used while employed at Lands' End) and address here:

Name: \_\_\_\_\_  
(include any name(s) you used while employed at Lands' End)

Address: \_\_\_\_\_

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF WISCONSIN  
MILWAUKEE DIVISION**

CHRISTOPHER QUELLA,  
on behalf of himself and  
all others similarly situated,

Plaintiff,

v.

LANDS' END, INC.,

Defendant.

Case No. 23-cv-1323

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**[PROPOSED] FINAL ORDER AND JUDGMENT**

The Court, having considered the parties' Class and Collective Action Settlement Agreement ("Agreement") and all other materials properly before the Court, and having conducted an inquiry pursuant to Section 216(b) of the Fair Labor Standards Act of 1938 and Rule 23 of the Federal Rules of Civil Procedure, hereby finds and orders as follows:

1. Unless otherwise defined herein, all terms used in this Order (the "Final Order and Judgment") will have the same meaning as defined in the Agreement.
2. The Court has jurisdiction over the subject matter of this action, the Named Plaintiff, Lands' End, Inc. ("Lands' End"), and the Class Members.
3. The Court finds that the Settlement was the product of protracted, arms-length negotiations between experienced counsel. The Court grants final approval of the Settlement, including the releases and other terms, as fair, reasonable and adequate as to the Parties, the Claimants, and the Class Members (collectively, the "Settling Parties"). The Settling Parties are directed to perform in accordance with the terms set forth in the Agreement.

4. The Court finds that there were [REDACTED] written objections to the Settlement. The Court finds that these objections are without merit and are overruled.

5. The Court finds that the procedures for notifying the Class Employees about the Settlement, including the Class Notice and related documents, constituted the best notice practicable under the circumstances to all Class Employees, and fully satisfied all necessary requirements of due process. Based on the evidence and other materials submitted to the Court, the Class Notice to the Class Members provided adequate, due, sufficient and valid notice of the Settlement.

6. The Court finds, for settlement purposes only, that the Wisconsin Wage Law Class and FLSA Collective satisfy the applicable standards for certification under Federal Rule of Civil Procedure 23 and 29 U.S.C. § 216(b).

7. The Court hereby confirms its prior appointment of Lames A. Walcheske, Scott S. Luzi, and David M. Potteiger of Walcheske & Luzi, LLC as Class and Collective Counsel (hereinafter “Class Counsel”) because they meet all of the requirements under Federal Rule of Civil Procedure 23(g).

8. The Court hereby confirms its prior appointment of Analytics Consulting LLC as the Settlement Administrator.

9. Class Counsel’s request for attorneys’ fees and litigation costs and expenses in this action is approved as follows: Class Counsel are hereby awarded \$ [REDACTED] for attorneys’ fees and \$ [REDACTED] for reimbursement of litigation costs and expenses, which the Court finds were reasonably incurred in prosecution of this case. Such amounts shall be paid from the Maximum Settlement Fund.

9. The Service Payment for the Plaintiff, as set forth in Section III.C of the Agreement, is approved to compensate him for his unique services in maintaining this litigation. The Named Plaintiff is hereby awarded a Service Payment of \$15,000, to be paid from the Maximum Settlement Fund.

10. Class Counsel's request for \$[REDACTED] in Covered Settlement Administration Costs is approved as follows: [REDACTED] is awarded \$[REDACTED] in Covered Settlement Administration Costs, to be paid from the Maximum Settlement Fund[, and \$[REDACTED] in additional settlement administration costs to be paid separately from the Maximum Settlement Fund].

11. Nothing relating to this Order, or any communications, papers, or orders related to the Settlement, shall be cited to as, construed to be, admissible as, or deemed an admission by Defendant or the Released Parties of any liability, culpability, negligence, or wrongdoing toward the Plaintiff, the Class Members, or any other person, or that class or collective action certification is appropriate in this or any other matter. There has been no determination by any Court as to the merits of the claims asserted by Plaintiff against Defendant or as to whether a class should be certified, other than for settlement purposes only. Furthermore, nothing in this Agreement shall be cited to as, construed to be, admissible as, or considered any form of waiver of any alternative dispute resolution agreements, provisions, or policies by Defendant or the Released Parties.

12. The action is dismissed on the merits and with prejudice, and Plaintiff, Class Members and Claimants, and anyone acting on their behalf, shall be barred and enjoined from: filing, or taking any action directly or indirectly, to commence, prosecute, pursue or participate on a class or collective action basis any action, claim or proceeding against Defendant



in any forum in which any of the claims subject to the Settlement are asserted, or which in any way would prevent any such claims from being extinguished; or seeking, whether on a conditional basis or not, certification of a class or collective action that involves any such claims.

13. The Court shall have exclusive and continuing jurisdiction over this action for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Agreement and this Final Approval Order.

14. The Parties are ordered to carry out the Settlement as provided in the Agreement.

15. This document shall constitute a judgment for purposes of Rule 58 of the Federal Rules of Civil Procedure.

Dated: This \_\_\_\_ day of \_\_\_\_, 2024

BY THE COURT:

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LYNN ADELMAN  
United States District Judge  
Eastern District of Wisconsin

# Morgan Lewis

**Sari M. Alamuddin**

+1.312.324.1000

sari.alamuddin@morganlewis.com

[REDACTED], 2024

[Name]

[Office of the Attorney General]

[Address]

Re: *Quella, et al. v. Lands' End, Inc., Case No. 23-cv-1323*(E.D. Wis.)  
Notice of Proposed Class Action Settlement Pursuant to 28 U.S.C. § 1715.

Dear CAFA Coordinator:

Defendant Lands' End, Inc. ("Lands' End") hereby provides this notice of a proposed class action settlement in the above-referenced class action (the "Action") pursuant to the Class Action Fairness Act of 2005 ("CAFA"). In accordance with CAFA, Defendants enclose copies of the following:

- (A) A copy of the most recent operative complaint;
- (B) The Motion for Preliminary Approval and supporting documents filed by Plaintiff, which includes the proposed Class and Collective Action Settlement Agreement and a proposed Notice of Proposed Settlement of the Class and Collective Action Lawsuit and Fairness Hearing and Claim Form describing the Action and how class members may request exclusion from the class action settlement;
- (C) A list of class members identified as having a last-known home address in your state according to Defendants' available records<sup>1</sup>; and
- (D) The Preliminary Approval Order (if issued within 10 days of the filing of the motion).



Pursuant to CAFA, you are not required to comment on the settlement. However, if you wish to comment, you must do so within ninety (90) days of being served with this notice. See 28 U.S.C. §1715(d).

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<sup>1</sup> This list is premised on information currently available to Defendant. In the event that updated contact information is located by the Settlement Administrator or by the parties during the administration process, there may be certain individuals from your state who may be eligible to participate in this settlement and, conversely, individuals previously identified who no longer reside in your state.

**Morgan, Lewis & Bockius LLP**

110 North Wacker Drive,  
Suite 2800  
Chicago, IL 60606  
United States

 +1.312.324.1000  
 +1.312.324.1001

The Court has scheduled a final approval hearing for \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. in order to consider: (a) making a final determination as to certification of the class pursuant to Rule 23 and of the fairness, adequacy and reasonableness of the Settlement terms and procedures; (b) fixing the amount of attorneys' fees and litigation costs and expenses to Class Counsel and Service Payments to Plaintiffs; (c) hearing any timely and properly filed objections; and (d) entering judgment. The final approval hearing will take place in [ ], located at [ ]. [If scheduled within 10 days of filing of the motion].

Under the terms of the Settlement Agreement, the expected payment amounts to class members will depend upon a number of factors. Therefore, it is not feasible to reliably estimate the proportionate share of the claims of the class members who reside in your state. The formula for the allocation of the Net Settlement Amount is set forth in Section III.A of the Settlement Agreement. The proportionate share of the claims of class members who reside in your state to the entire settlement is currently estimated at approximately \_\_\_\_%.

Pursuant to CAFA, you are not required to comment on the settlement. However, if you have questions about this notice, the lawsuit or the enclosed materials, or if you did not receive any of the above-listed materials, please contact us.

Sincerely,

Sari M. Alamuddin

cc: Counsel for Plaintiff (w/o Encl.)

Notices will also be sent to the U.S. Attorney General