

Amended Exhibit 1

To Docket No. 120-2

**Collective Action Settlement Agreement and
Release with Exhibits**

COLLECTIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to Court approval, Forest River Manufacturing, LLC, including its officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and otherwise related entities (collectively, “Forest River” or “Defendant”), and Heather R. Fitzgerald (“Representative Plaintiff” or “Fitzgerald”), individually, and on behalf of the Opt-In Plaintiffs (as defined below) (collectively, “Plaintiffs”), voluntarily enter into this Settlement Agreement and Release (this “Agreement”) to settle all claims and issues as set forth more fully below. The Representative Plaintiff and the Defendant will be collectively referred to as the “Parties.”

BACKGROUND AND RECITALS

1. On December 2, 2020, Representative Plaintiff filed a lawsuit against Forest River in the United States District Court for the Northern District of Indiana, Case No. 3:20-cv-01004-DRL-MGG (the “Action”), asserting a collective action for unpaid overtime wages under the FLSA, 29 U.S.C. § 216(b). In the Action, Representative Plaintiff asserted claims against Defendant on behalf of herself and others similarly situated under the Fair Labor Standards Act (“FLSA”) and Indiana wage payment laws.

2. On February 11, 2021, Representative Plaintiff filed her Motion for Step One Conditional Certification and Notice Pursuant to the FLSA (“First MCC”).

3. On March 5, 2021, Defendant filed its Motion for Leave to Conduct Limited Expedited Discovery (“Motion for Discovery”). Defendant’s Motion for Discovery was opposed. However, the Court granted Defendant’s Motion for Discovery and denied Representative Plaintiff’s First MCC by Order on March 11, 2021.

4. Over the following three months, the Parties conducted written discovery and took depositions.

5. On September 21, 2021, Representative Plaintiff filed her Renewed Motion for Step One Conditional Certification and Notice Pursuant to the FLSA (“Renewed MCC”). The Renewed MCC was contested.

6. On February 23, 2022, the Court issued an Order granting Representative Plaintiff’s Renewed MCC.

7. Notice was sent to approximately 10,732 putative collective members.

8. Approximately 1,000 putative collective members returned consent forms and joined this Action (“Opt-In Plaintiffs”).

9. The Court held a Rule 16 Preliminary Pretrial Conference on July 14, 2022 to discuss what discovery would be permitted following conditional certification and notice. The Court allowed Phase II discovery that included sending Defendant’s questionnaire to 100 Opt-In Plaintiffs and conducting 5 additional depositions. The Court also ordered the Parties to attend mediation no later than November 30, 2022.

10. The Parties completed the pre-mediation discovery and scheduled mediation with Lynn Cohn on November 17, 2022.

11. Although the Parties attended the mediation, the mediation ended with the Parties at an impasse.

12. Nevertheless, the Parties continued settlement discussions and agreed on a settlement in principle which was memorialized in a Settlement Term Sheet.

13. The settlement described below (“Settlement”) was reached as to all claims in the Action, as a result of extensive and arm’s length negotiations between the Parties.

14. The purpose of this Agreement is to fully and finally settle all Released Claims (as defined below) that Representative Plaintiff and Opt-In Plaintiffs may have against Defendant.

DEFINITIONS

15. “Approval Order” means the Court’s Order approving this Settlement and entering judgment, without modification or change to any material term herein.

16. “Claim Period” means the 60 days beginning with the date the Notice of Settlement and Claim Form and Release are sent and ending on the date that Opt-In Plaintiffs will have to return the Claim Form and Release.

17. “Court” means the United States District Court for the Northern District of Indiana.

18. “Defendant’s Counsel” means Taft Stettinius & Hollister LLP.

19. “Effective Date” means twenty-one (21) days after the date on which the Court approves this Settlement, provided no appeal of the Approval Order has been filed.

20. “Global Settlement Fund” means the gross settlement amount of Three Hundred Sixty-Two Thousand Five Hundred Dollars (\$395,000.00). The Global Settlement Fund is the sole and maximum payment by the Defendant and includes (1) all Settlement Awards (defined below); (2) any Service Payment approved for Representative Plaintiff; and (3) all attorneys’ fees and litigation expenses for Plaintiffs’ Counsel (defined below) approved by the Court. The Global Settlement Fund does not include Defendant’s required employer tax contributions on any portions of the Settlement Awards or Service Payment treated as wages under Internal Revenue Service (“IRS”) Form W-2. Defendant agrees to pay these tax contributions outside of the Global Settlement Fund. The Global Settlement Fund also does not include the costs of settlement administration which Defendant agrees to pay separately outside of the Global Settlement Fund.

21. “Net Settlement Fund” means the amount available for individual Settlement Awards, after deducting all Plaintiffs’ Counsel’s attorneys’ fees and litigation expenses approved by the Court, and the Service Award (defined below).

22. “Notice of Settlement” and “Claim Form” and “Release” mean the forms approved by the Parties’ Counsel, which, subject to Court approval, will be sent to each Opt-In Plaintiff, will explain this Settlement and provide an estimated amount of each Plaintiff’s Settlement Award and will direct the Plaintiff to execute the Release, complete the Claim Form, and timely return both documents to the Settlement Administrator. A copy of the Notice of Settlement and Claim Form and Release are attached hereto as **Exhibit A**.

23. “Opt-In Plaintiffs” means the individuals who have opted into this case.

24. “Participating Settlement Plaintiff” means any Opt-In Plaintiff who timely returns a completed Claim Form and fully executed Release.

25. “Plaintiffs’ Counsel” means the law firms Hassler Kondras Miller LLP, Nilges Draher LLC, and Coffman Legal LLC.

26. “Plaintiffs” means the Representative Plaintiff and the Opt-In Plaintiffs.

27. “Released Claims” means, the Participating Settlement Plaintiff will release, and forever discharge, Released Parties (defined below), from any and all claims, demands, damages, attorneys’ fees, costs, expenses, and causes of action of any kind or nature, whether known or unknown, that arise prior to the date the Participating Settlement Plaintiff cashes his or her Settlement Award (defined below) check, that the Participating Settlement Plaintiff has or may have on account of or relating in any way to (a) unpaid wages, unpaid overtime wages, untimely paid wages, wage payments, and/or bonus or incentive compensation, and/or (b) Indiana wage payment laws, Indiana wage laws, and/or the Fair Labor Standards Act, including without

limitation any claims for damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, attorneys' fees, litigation costs, restitution, or equitable relief.

28. "Released Parties" means Defendant and any of its 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.

29. "Settlement" means the Parties' resolution of the Action as to the Plaintiffs.

30. "Settlement Administrator" means Atticus Administration LLC.

31. "Settlement Administrator Costs" means all settlement administration fees, expenses, and costs incurred by the Settlement Administrator directly or indirectly related to its duties under this Agreement, including but not limited to all fees, expenses, and costs in connection with the Global Settlement Fund and Net Settlement Fund, and those duties related to notice, check cutting and mailing, reports to Counsel, court filings, legal and accounting advice relating to the establishment of the Net Settlement Fund and tax treatment and reporting of awards to Plaintiffs, preparation of tax returns (and the taxes associated with such tax returns as defined below), calculating Settlement Awards, and any other related duties.

32. "Settlement Award" means the amount of the Net Settlement Fund that will be paid to each Participating Settlement Plaintiff, which shall be his or her *pro rata* share of the Net Settlement Fund based on the number of workweeks they were paid on a piece-rate basis only. The

Settlement Awards will also include the amounts redistributed for Opt-In Plaintiffs who elect not to participate in the Settlement. In no event shall any Settlement Award be less than \$100.00. Defendant shall not be entitled to a reversion.

33. “Service Award” means the payment made from the Global Settlement Fund to Representative Plaintiff for her services in bringing and prosecuting the Action, and in consideration for Representative Plaintiff’s general release of claims.

DENIAL OF LIABILITY

34. Defendant denies liability or wrongdoing of any kind associated with the claims alleged in the Action. Consequently, this Agreement is a compromise, and shall not be construed as an admission of liability, culpability, wrongdoing, or negligence by Defendant or the Released Parties, for any purpose, and under any circumstance. This Agreement, as well as the negotiations that occurred in connection with its creation, shall not constitute evidence with respect to any issue, or dispute, in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement. The Parties do not concede any claims or defenses that were, or could have been, raised in the Action; rather, they merely negotiated and reached a settlement to avoid further disputes and litigation and the attendant inconvenience and expense.

DUTIES OF THE PARTIES TO COOPERATE TO OBTAIN COURT APPROVAL OF THE SETTLEMENT

35. The Parties will fully cooperate with each other and use reasonable efforts, including all efforts contemplated by this Settlement and any other efforts ordered by the Court, to accomplish the terms of this Settlement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to obtain approval of this Settlement without material modifications and to implement its terms.

36. The Parties shall file a Joint Motion for Approval of the Settlement, requesting that the Court:

- a. Approve the Settlement and its terms as fair, reasonable, and sufficient, and direct that the Action be dismissed with prejudice and in full and final discharge of any and all Released Claims, but authorizing this Court to retain jurisdiction to enforce the terms of this Agreement;
- b. Approve the requested Service Award, attorney's fee award, and costs to Plaintiffs' Counsel; and
- c. Direct that the Global Settlement Fund be distributed in accordance with the terms of this Settlement.

37. For purposes of this Agreement, Defendant consents to jurisdiction and venue in the United States District Court for the Northern District of Indiana.

38. If the Court does not approve the Settlement or the Settlement does not reach the Effective Date for any reason, the Parties agree to engage in follow-up good faith negotiations with the intent of resolving any issues that precluded approval, and if feasible, to resubmit the Settlement for approval within thirty (30) days. If the Settlement remains not approved and/or not effective, then either Party may void this Agreement, and all Parties shall return to their respective positions on the day before this Agreement was executed, and this Agreement shall not be used in evidence or argument in any other aspect of the litigation.

ATTORNEYS' FEES AND COSTS

39. Plaintiffs' Counsel will seek an order from the Court approving the payment of their fees for services in the amount of one-third of the Global Settlement Fund, and their litigation expenses. Any attorneys' fees and litigation expenses approved by the Court will be paid from the

Global Settlement Fund. Defendant will not contest this application and agrees that the request is fair and reasonable. This Settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's request for fees and litigation expenses in any amounts, and any amounts not approved by the Court will revert to the Net Settlement Fund and redistributed towards Participating Settlement Plaintiffs' Settlement Awards. The Settlement Administrator will wire Plaintiffs' Counsel's Court-approved attorneys' fees and litigation expenses **fourteen (14) days** after the Effective Date.

SERVICE AWARD

40. Plaintiffs' Counsel will seek an Order from the Court approving a Service Award for the Representative Plaintiff in the amount of \$7,500. Defendant will not contest this application and agrees that this amount is fair and reasonable. The Service Award approved by the Court will be paid from the Global Settlement Fund. This Settlement is not conditioned upon the Court's approval of the Service Award and any amount not approved by the Court will revert to the Net Settlement Fund and redistributed towards Participating Settlement Plaintiffs' Settlement Awards. For tax purposes, the Parties agree the Service Award will be: (a) 50 percent taxable, wage income paid under IRS Form W-2 and subject to ordinary payroll withholdings under federal and state law; and (b) 50 percent taxable, non-wage income paid under IRS Form 1099. The Settlement Administrator will mail Representative Plaintiff's Court-approved Service Award **twenty-one (21) days** after the close of notice.

SETTLEMENT ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

41. The Parties agree to retain a Settlement Administrator responsible for:

- a. Establishing a Global Settlement Fund as a “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*;
- b. Issuing all funds from the Global Settlement Fund;
- c. Determining and finalizing the Settlement Awards and the tax withholding amounts and employer payroll tax amounts for Plaintiffs, as applicable;
- d. Preparing, printing, and disseminating the Notice of Settlement and Claim Form and Release by mail, email, and text message to all Opt-In Plaintiffs;
- e. Preparing, printing, and disseminating the Settlement Awards to all Participating Settlement Plaintiffs;
- f. Promptly apprising the Parties’ Counsel of the activities of the Settlement Administrator, timely responding to inquiries of the Parties or their Counsel, and copying the Parties’ Counsel on material correspondence;
- g. Wiring Plaintiffs’ Counsel’s attorneys’ fees and litigation expenses;
- h. Mailing the Service Award to Representative Plaintiff;
- i. Reissuing and remailing Notices returned as undeliverable and Settlement Award checks to Plaintiffs who do not receive or misplace their Settlement Award checks;
- j. Mailing reminder postcards to Plaintiffs who have not cashed their Settlement Award checks **sixty (60) days** before the check void date and again **thirty (30) days** before the check void date;
- k. Issuing IRS Forms W-2 and 1099, and obtaining IRS Forms W-9 (if required) for all payments to each Plaintiff;

- l. Ascertaining current addresses for each Notice of Settlement and Settlement Award check returned as undeliverable;
- m. Promptly notifying the Parties' Counsel of any material requests or communications made by any Opt-In Plaintiff;
- n. Referring to Plaintiffs' Counsel all inquiries by Plaintiffs the Settlement Administrator cannot resolve and/or which involve matters not within the Settlement Claim Administrator's duties specified in this Agreement;
- o. Maintaining adequate records of its activities, including the date of the mailing of the Notices of Settlement / Claim Form and Release, receipt of returned mail, and other communications and attempted communications with Plaintiffs, and providing the Parties' Counsel with weekly reports regarding the same;
- p. Confirming, in writing to the Parties' Counsel, its completion of the administration of this Settlement and retaining copies of all endorsed Settlement Award checks; and
- q. Such other tasks as customarily and regularly performed by a settlement administrator and as the Parties mutually agree.

SETTLEMENT ADMINISTRATION TIMELINES

42. Within **seven (7) days** of the Effective Date, the Settlement Administrator shall open an interest-bearing bank account, which will hold the Global Settlement Fund.

43. Within **fourteen (14) days** of the Effective Date, Plaintiffs' Counsel shall provide the Settlement Administrator with an Excel spreadsheet listing the names, last known addresses, cell phone numbers, and number of workweeks paid only on a piece rate basis for the Opt-In

Plaintiffs. Defendant shall provide the Settlement Administrator with an Excel spreadsheet listing social security numbers for the Opt-In Plaintiffs.

44. Within **fourteen (14) days** of the Effective Date, Defendant shall deposit Three Hundred Ninety Five Thousand Dollars (\$395,000) into the interest-bearing bank account opened by the Settlement Administrator.

45. Within **forty (40) days** of the Effective date, the Settlement Administrator shall mail, email, and text to all Opt-In Plaintiffs the Notice of Settlement and Claim Form and Release. If any Notice of Settlement and Claim Form and Release is returned as undeliverable, the Settlement Administrator will promptly attempt to locate such Opt-In Plaintiff by any reasonable and legally acceptable means, and, if located, shall promptly mail an additional Notice of Settlement and Claim Form and Release to such Opt-In Plaintiff (an "Additional Mailing"). The Settlement Administrator will also promptly notify Plaintiffs' Counsel of any returned Notice of Settlement and Claim Form and Release.

46. Opt-In Plaintiffs may elect to participate in the Settlement by returning a complete Claim Form and executed Release to the Settlement Administrator during the Claim Period. The Claim Period will last for **sixty (60) days**, starting from the sending of the Notice of Settlement and Claim Form and Release. The Claim Period for any Additional Mailings is likewise 60 days, starting from the date the Additional Mailing is sent. Any Opt-In Plaintiff who does not timely return a complete Claim Form and executed Release to the Settlement Administrator during the Claim Period shall not be entitled to receive a Settlement Award. Any Settlement Award originally allocated to an Opt-In Plaintiff who is not a Participating Settlement Plaintiff shall be redistributed proportionally to the Participating Settlement Plaintiffs.

47. Within **seven (7) days** after the expiration of the Claim Period for the Additional Mailings, the Settlement Administrator shall provide the Parties with a list of all Participating Settlement Plaintiffs and shall also provide the amounts of the recalculated Settlement Awards of all Participating Settlement Plaintiffs. The recalculated Settlement Awards of all Participating Settlement Plaintiffs shall be calculated by redistributing the unclaimed payments for the non-participating Opt-In Plaintiffs to the Participating Settlement Plaintiffs on a pro rata basis based on the number of workweeks they were paid on a piece-rate basis only. The Parties shall have **seven (7) days** to object to the recalculated Settlement Awards.

48. The Settlement Administrator shall be responsible for the distribution of Participating Settlement Plaintiffs' Settlement Awards within **twenty-one (21) days** of the close of the Claim Period for Additional Mailings.

49. The Settlement Administrator shall mail reminder postcards to Participating Settlement Plaintiffs who have not cashed their Settlement Awards **sixty (60) days** before the check void date and again **thirty (30) days** before the check void date.

50. If any payments to Representative Plaintiff or the Participating Settlement Plaintiffs are returned by the postal service as undeliverable, the Settlement Administrator will make reasonable attempts to resend, including contacting the Participating Settlement Plaintiff via phone, text, and email, where available, and additional searches for a current address. After these additional attempts, the Settlement Administrator shall provide to Defendant's Counsel and Plaintiffs' Counsel a final list of Participating Settlement Plaintiffs who cashed their settlement payments. The Settlement Administrator shall provide Plaintiffs' Counsel a list of any addresses that have been updated.

GLOBAL SETTLEMENT FUND AND TAXES

51. The Global Settlement Fund will be established as a “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Administrator, subject to the ultimate authority of the Court.

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

53. The Parties recognize the wage and non-wage awards to the Plaintiffs will be subject to applicable tax withholding and reporting and employer payroll taxes. No later than **fourteen (14) days** before its date to fund the Settlement, the Settlement Administrator shall calculate and communicate the employer’s share of payroll taxes related to Settlement Award payments treated as wage income and, upon receipt of that calculation, Defendant will, as directed by the Settlement Administrator, deposit into the interest-bearing bank account opened by the Settlement Administrator a payment separate from the Global Settlement Fund to pay the employer’s share of payroll taxes related to Settlement Award payments treated as wage income. At that time, Defendant shall also deposit the Settlement Administrator’s costs of settlement

administration. If the costs of settlement administration exceed the amounts estimated by the Settlement Administrator, Defendant shall remain responsible for all additional costs.

54. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Global Settlement Fund, if any, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the Global Settlement Fund does not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”) shall be paid out of the Global Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Global Settlement Fund. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

55. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys’ fees and other costs subject to reporting) and shall pay from the Global Settlement Fund any and all taxes, as well as any other obligations with respect to the payments or distributions not otherwise addressed in this Agreement.

TAX TREATMENT OF THE SETTLEMENT AWARDS

56. For tax purposes, the Parties agree Settlement Awards will be: (a) 50 percent taxable, wage income paid under IRS Form W-2 and subject to ordinary payroll withholdings

under federal and state law; and (b) 50 percent taxable, non-wage income paid under IRS Form 1099. Defendant will make all required employer contributions with respect to any portions of the Settlement Awards paid as wages under IRS Form W-2, and these contribution amounts will not be deducted from the Global Settlement Fund.

57. Defendant is not providing any tax advice or making any representations regarding the appropriateness of the tax treatment of the Settlement Awards. All Participating Settlement Plaintiffs shall be solely responsible for the tax treatment of the Settlement Awards.

REMAINDER OF THE GLOBAL SETTLEMENT FUND

58. All Settlement Award checks that are not negotiated by a Participating Settlement Plaintiff within **one-hundred eighty (180) days** of the of date issuance or reissuance, as noted on the Settlement Award checks mailed by the Settlement Administrator to the Plaintiffs, shall be null and void.

59. Unclaimed funds remaining from Settlement Award checks that are not cashed within **one hundred eighty (180) days** shall be retained by the Settlement Administrator and used to offset settlement administration costs.

60. Any remaining unclaimed funds shall be provided to the Indianapolis Legal Aid Society as a *Cy Pres* award.

RELEASE OF CLAIMS BY PLAINTIFFS

61. In consideration for their Settlement Award, Plaintiffs forever and fully release the Released Parties from the "Released Claims." Further, in consideration for the payment of their attorneys' fees and costs, Plaintiffs hereby release all claims, causes of action, demands, damages, costs, rights, and liabilities of every nature and description for attorneys' fees, costs, and expenses against the Released Parties arising from or related to the Action, including in relation to any

inquiry, research, and settlement discussions they conducted regarding any claims they may have against any Released Party and the Complaint.

NOTICES

62. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered (by mail or email) to:

Plaintiffs' Counsel:

Robert P. Kondras, Jr.
HASSLER KONDRAS MILLER LLP
100 Cherry Street
Terre Haute, IN 47807
(812) 232-9691
Facsimile: (812) 234-2881
kondras@hkmlawfirm.com

Hans A. Nilges
Robi Baishnab
Nilges Draher LLC
7034 Braucher Street NW, Suite B
North Canton, OH 44720
Telephone: (330) 470-4428
Facsimile: (330) 754-1430
Email: hans@ohlaborlaw.com
rbaishnab@ohlaborlaw.com

Matthew J.P. Coffman
Coffman Legal LLC
1550 Old Henderson Rd Ste 126
Columbus, OH 43220
614-949-1181
Fax: 614-386-9964
Email: mcoffman@mcoffmanlegal.com

Counsel for Defendant:

Michael C. Terrell
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TAFT STETTINIUS & HOLLISTER LLP
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Telephone: (317) 713-3500
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TAFT STETTINIUS & HOLLISTER LLP
111 E. Wacker Drive, Suite 2800
Chicago, IL 60601
Telephone: (312) 527-4000
Facsimile: (312) 836-4145

CONSTRUCTION, INTERPRETATION AND MODIFICATION

63. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter included in this Agreement and it shall supersede all prior and contemporaneous negotiations between the parties. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for, or against, any party, regardless of who drafted, or who was principally responsible for drafting, this Agreement, or any specific term or condition in this Agreement. The Parties participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, the Parties may not claim any ambiguity in this Agreement should be construed against another.

64. If there is a conflict between this Agreement and any other document related to this Settlement, the Parties intend for this Agreement to control.

65. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. The Parties agree this Agreement is to be construed according to its terms and it may not be varied, or contradicted, by extrinsic evidence.

66. This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Indiana. The Parties agree that if either Party breaches any of the terms and conditions of this Agreement, the non-breaching Party shall be entitled to reasonable attorneys' fees and expenses incurred in enforcing the terms and conditions contained herein.

67. This Agreement may not be modified or amended, except in writing, signed by the Parties or their Counsel, and as approved by the Court. This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

68. This Agreement is binding upon, and shall inure to the benefit of, the Parties. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of the Released Parties. Likewise, this Agreement shall be binding upon the Plaintiffs' spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors, and offspring.

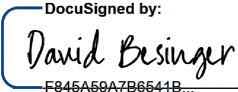
CONTINUING JURISDICTION

69. The Parties agree to move for the Court to retain continuing jurisdiction to construe, interpret, and enforce the provisions of this Agreement; to supervise the administration and distributions from the Global Settlement Fund; and to hear and adjudicate any dispute or litigation arising from, or related to, this Agreement, or issues of law and facts asserted in the Action.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

DATED:

DEFENDANT FOREST RIVER MANUFACTURING, LLC

By:  F845A69A7B6641B...

Its: HR Director & In-house Counsel

DATED:

01/27/2023

REPRESENTATIVE PLAINTIFF HEATHER FITZGERALD



Exhibit A

Notice of Settlement and Claim Form and Release

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION LAWSUIT**Fitzgerald v. Forest River Manufacturing, LLC****USDC ND IN, Case No. 3:20-cv-01004**

You are receiving this Notice of Settlement of Collective Action Lawsuit (“Notice”) because you previously opted into this collective action, and you are eligible to participate in the settlement of that lawsuit. A federal District Court has approved this Notice. This is not a solicitation from a lawyer.

The Notice you received early this year provided details as to the relevant time period and asserted claims. Defendant continues to deny all allegations of wrongdoing and asserts that you were properly paid in accordance with all applicable laws, and the Court has not decided in favor of either Party. The Parties have entered into this settlement solely with the intention of avoiding further litigation.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CLAIM FORM	By returning a properly completed Claim Form and Release, you agree to participate in the settlement and will receive a settlement payment. To participate in the settlement, you must return a properly completed Claim Form and Release by [60 days from sending Notice] . If you participate in the settlement, you agree to be bound by the terms of the settlement, including the release of your wage and hour claims.
DO NOT RETURN THE CLAIM FORM	If you do not wish to participate in the settlement, you should not return the Claim Form and Release. If you do not return a properly completed Claim Form and Release by [60 days from sending Notice] , you will not receive a settlement payment, you will not be bound by the terms of the settlement, and you will have the right to bring your own lawsuit, with an attorney of your choosing, at your own expense. If you choose not to participate in this settlement and wish to file your own lawsuit, you should act promptly because your claim is subject to a statute of limitations.

BASIC INFORMATION**1. Why did I get this Notice?**

You have received this Notice because you previously joined this collective action and are eligible to participate in the settlement of this lawsuit. The lawsuit alleges that Forest River miscalculated the overtime time rate of pay for Heather Fitzgerald and those similarly situated to her.

The Court ordered that you be sent this Notice. This Notice explains the lawsuit, the settlement, your legal rights, and what benefits are available to you.

The Court overseeing the lawsuit is the United States District Court for the Northern District of Indiana. The lawsuit is known as *Fitzgerald v. Forest River Manufacturing LLC*, Case No. 3:20-cv-01004. The person who filed the lawsuit is called the “Representative Plaintiff.”

2. What does the settlement provide?

Defendant has agreed to pay a total of \$395,000.00. This amount includes \$131,666.67 for Representative Plaintiff’s attorneys’ fees, which shall not exceed one-third (1/3) of the total settlement amount, plus reimbursement of the attorneys’ reasonable, actual out-of-pocket costs. This amount also includes a service award for Representative Plaintiff. The remaining amount will be provided to persons who receive this Notice and also return the completed Claim Form and Release by [60 days from sending Notice].

3. How will my payment be calculated?

Settlement payments to those who participate in the settlement will be calculated based on a formula that has been approved by the Court as fair and reasonable.

Based on this formula, you are estimated to receive approximately \$[INSERT], half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive an IRS Form W-2; and half of which will have no deduction taken and will be reported on an IRS Form 1099. Your payment may increase if all of the individuals who initially joined the case do not decide to participate in the settlement.

4. How can I get my payment?

To get your payment, you must fully complete the enclosed Claim Form and Release and mail it to the Settlement Administrator in the enclosed envelope postmarked no later than [60 days from sending Notice]. You may also e-mail or fax the Claim Form and Release to the Settlement Administrator, so that it is received no later than [60 days from sending Notice]. The Settlement Claims Administrator’s complete contact information is:

Admin name
Address
City, ST Zip
Email: _____
Fax: _____

It is **your responsibility** to keep a current address on file with the Settlement Administrator. Please make sure to notify the Settlement Administrator of any change of address.

5. When will I get my payment?

You will be sent a check on or around [appx. 45 days after end of notice period]. This date is subject to change. Please be patient. **Note that checks will become null and void after 180 days of their issuance.**

6. What am I giving up if I sign the Claim Form and Release to get a payment?

By returning the Claim Form and Release by [60 days from sending Notice], you are fully and completely releasing and discharging Defendant and others affiliated with it from all state and federal wage and hour claims as of the date you cash the settlement payment check. You should read the Release carefully before signing it.

7. What rights do I have if I do not sign and return the Claim Form and Release?

If you do not sign and return the Claim Form and Release, then you will not participate in the settlement and you will not receive any payment. If you do not participate in the settlement, you will not be bound by any Court orders and you will have the right to bring your own lawsuit with your own attorney at your own cost. If you elect not to participate in the settlement, you are encouraged to contact another attorney as soon as possible because there is a statute of limitations that will apply to your claim.

8. How do I get more information?

When you joined this collective action, you designated the below law firms to represent you as your attorneys. If you have other questions about the settlement, you can contact the attorneys, as follows:

Hassler Kondras Miller LLP (812) 232-9691 www.hkmlawfirm.com.	Nilges Draher LLC (234) 401-9089 www.ohlaborlaw.com.	Coffman Legal LLC (614) 949-1181 www.mcoffmanlegal.com
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DATED: [REDACTED], 2023

CLAIM FORM AND RELEASE

THIS CLAIM FORM AND RELEASE MUST BE POST-MARKED OR OTHERWISE SUBMITTED TO THE SETTLEMENT ADMINISTRATOR NO LATER THAN [60 DAYS FROM SENDING NOTICE].

I. CONSENT TO PARTICIPATE IN SETTLEMENT

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* I understand that I have already joined this collective action (*Fitzgerald v. Forest River Manufacturing, LLC*, Case No. 3:20-cv-01004) pursuant to 29 U.S.C. § 216(b). Having already joined this collective action, I agreed to be bound by any settlement or judgment of the court on all issues in this case. I now consent to participate in the settlement of this lawsuit.

II. RELEASE

In exchange for my receipt of the settlement payment, I hereby release and forever discharge Forest River Manufacturing, LLC and all of its parents, subsidiaries, affiliates, predecessors, successors, and assigns, and all of their respective present and former partners, officers, directors, shareholders, agents, independent contractors, employees, and attorneys, in their representative as well as their individual capacities, along with any other persons or entities acting by, through, under, or in concert with, any of these persons or entities (“Releasees”), from any and all claims, demands, damages, attorneys’ fees, costs, expenses, and causes of action of any kind or nature, whether known or unknown, that arise prior to the date I cash the settlement payment check being provided to me under the settlement agreement that I have or may have on account of or relating in any way to (a) unpaid wages, unpaid overtime wages, untimely paid wages, wage payments, and/or bonus or incentive compensation, and/or (b) Indiana wage payment laws, Indiana wage laws, and/or the Fair Labor Standards Act, including without limitation any claims for damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, attorneys’ fees, litigation costs, restitution, or equitable relief.

Full Legal Name (please print)

Signature

Maiden or other names worked under

Street Address

E-mail Address

City, State and Zip Code

Telephone Number

Exhibit B

Class List

No.	Plaintiff
1	ADAMS, GEORGE R
2	ADAMS, SAMANTHA S
3	ADKINS, JOHN L
4	ADKINS, TINA M
5	AGUILAR, ALEX
6	AGUILAR, MARISSA M
7	AGUILAR, VERONICA
8	AGUILAR-SANCHEZ, JOSE J
9	AITKEN, AMBER L
10	ALBOR, RAMON CABALLERO
11	ALEXANDER, TIMBERLEE S
12	ALLARD, LEON J
13	ALLDAFFER, MARK J
14	ALLINGER, BRANDYN M
15	ALTIMUS, TONY W
16	ALVEZ, ROBERTO
17	ALVIZO, ANTONIO R
18	AMOLDONI, ANDREA V LEON
19	ANDERSEN, LEONARD J
20	ANDERSEN, TERRY R
21	ANDERSON, JESSICA L
22	ANDERSON, MICHELLE
23	ANDERSON, TRACY A
24	ANDERSON-CAPPS, LARRY S
25	ANDRADE, JOSSUE A
26	ANDREWS, SHANE M
27	ANGLEMYER, DESIREE J
28	AREVALO, JORGE L FLOREZ
29	ARIAS, LUIS
30	ARTLEY, DAVID J
31	ARTZ, GREGORY
32	ASHBROOK, EDWARD A
33	ASHBY, KAYLA
34	ASHBY, TYLAN J
35	ATCHISON, SIERRA M
36	AUCES, ELAINE
37	AUSTRUP, SHANE K
38	AVILA, ANDRES
39	BAIRD, AARON J
40	BAKER JR, MICHAEL E
41	BAKER, DANIEL L
42	BALLINES, RAUL
43	BANEGAS, WILMER S
44	BARNWELL, JOSIAH A
45	BARRIOS, CHRISTIAN
46	BARTELL, COURTNEY

47	BATES, MIKE R
48	BATZ, DAMON S
49	BATZ, MELINDA F
50	BEALL, JOEL J
51	BEAMON, JAMUEAL K
52	BECK, AMBER L
53	BELL, LESLIE A
54	BELL, NICHOLAS R
55	BELMARES, NANCY
56	BENNETT, KHARI
57	BENNETT, LACOLE L
58	BENNETT, LILY M
59	BERKEY, TREVERN B
60	BINION, PHILLIP W
61	BIRCHFIELD, BRIANNA L
62	BIRMELE, PATRICK
63	BLAD, SUSAN A
64	BLAIR, DAVID M
65	BLANCATO, CHRISTOPHER
66	BLEVINS, DUSTIN M
67	BLOCH, JARVIS D
68	BOCKROCKER, SHANE A
69	BOGGESS JR, FRED L
70	BOLIN, RODNEY
71	BOLIVAR, ADRIAN J PEASPER
72	BOLTON, JERICA B
73	BONNEY, TIMOTHY
74	BOOHER, ADAM W
75	BOOMSLITER, ZACHARY L
76	BOWEN, RAY G
77	BOWEN, STEVEN A
78	BOWERS, RICKY L
79	BOWERS, SCOTT A
80	BOWMAN, JACOB M
81	BOYD, HALEY
82	BRANDEBURY, KIMBERLY S
83	BRATTEN, ASHLEY J
84	BRAVO, JUAN C
85	BRENNAN, DANIEL F
86	BRENNAN, MARY E
87	BRICKER, MATTHEW R
88	BRIGHT, CODY
89	BRIONES, NANCY A AGUILAR
90	BRITTON, ELAINE M
91	BRITTON, ZACHARY L P
92	BROOKS, SHANE B
93	BROWN, AARON L

94	BROWN, JAYSHON
95	BROWN, SUNSHINE A
96	BROWNING, HARRY L
97	BRUGH, BRIANNA L
98	BRYANT, ANGEL R
99	BRYANT, CHELSEA M
100	BRYANT, RICKY L
101	BUCK, EMILY A
102	BUGGS, TURQUOISE D
103	BUNTON, TYLER L
104	BURGESS, KARA R
105	BURGESS, KRYSTEN N
106	BURKHEAD, HEATHER L
107	BURKHOLDER, LORI A
108	BURKHOLDER, MELANIE D
109	BURTON, BRITTNEY M
110	BURTON, JANELLE
111	BUSKIRK, BRIAN VAN
112	BUTRICK, MELISSA M
113	BYERS, KELSEY L
114	BYRD, BRENT L
115	CALHOUN, ANDREW J
116	CAMPBELL, ETHAN M
117	CAMPOS, YOEL R LEYVA
118	CANTRELL, MICHAEL
119	CARPENTER, MICKEY C
120	CARPER, HILARY J
121	CARPER, KELLSEY M
122	CARRILLO, RAUL
123	CARTER, MEGAN
124	CARTWRIGHT, CHRIS E
125	CARTWRIGHT, JESSICA
126	CARUTHERS, CHRISTOPHER D
127	CASE, INELDA L
128	CASE, KAYLA M
129	CASE, ZACHARY A
130	CASILLAS, ESPERANZA L
131	CASTANEDA, JONATHAN
132	CASTANEDA, MIGUEL A
133	CASTRO, JOSUE
134	CATANZARITE, MICHAEL E
135	CAVE, MARC S
136	CHAMBERLIN, TAD
137	CHANCELLOR, JAMES W
138	CHANCELLOR, KIMBERLY L
139	CHAPMAN, ARTHUR H
140	CHAPPELL, PHILLIP J

141	CHARLES, BRIAN
142	CHENEY, CHARLES R
143	CHILDERS, CHADWICK M
144	CHRISTLIEB, FRANKLIN C
145	CHRISTNER, TIMOTHY A
146	CHUPP, TRACEY L
147	CLARK, DAVID E
148	CLARK, TINA D
149	CLEMENTE, ISMAEL CEPEDA
150	COATES, TRACY
151	COBURN, GREGGERY A
152	COCHRAN JR, JAMES A
153	COCKERILL, ANGELA R
154	COLE, ROY
155	COLE, WESLEY A
156	COLLINS, BRANDEN M
157	COLLINS, CASEY W
158	COLLINS, HEATHER N
159	COLLINS, LILIAN E
160	COLON, JONATHAN
161	COLPITTS, SHERRI L
162	COLWELL, MICHELLE L
163	COMADOLL, DANIEL D
164	CONLEY III, FRANKIE L
165	CONLEY, BYRON P
166	CONLEY, LARRY R
167	CONRAD II, ALLAN D
168	CONRAD, TYLER
169	CONTRERAS, ADOLFO
170	COOK JR, TODD F
171	COOK, MATTHEW D
172	COOK, ZACHARIAH N
173	COOPER JR, DWAYNE A
174	COOPER, JEREMY A
175	COPEN, JONATHAN
176	CORDERO, JESUS
177	CORNELIO, HERIBERTO GONZALEZ
178	CORNISH, CHARLES A
179	COUCH, JOHN C
180	COVARRUBIAS, ENRIQUE C
181	COVEY, HEATHER E
182	CRABTREE, THOMAS L
183	CRAIG, SAMANTHA D
184	CRANCE, BRITTANY N
185	CRAWFORD, MIKE
186	CROSS, RYAN L
187	CRUZ, TANIA NAVARRO

188	CUNNINGHAM, DAKOTAH C
189	CUNNINGHAM, DAVID A
190	CUNNINGHAM, MISTY M
191	CUPP, CONDY L
192	CURTIS, LOREN D
193	DAGER, LUCAS W
194	DAMRON, MICHAEL C
195	DANIELS, BRANDON
196	DANIELS, MARY C
197	DAVIS JR, JAMES D
198	DAVIS, CEDRICK K
199	DAVIS, JENNAH A
200	DAVIS, TOURAIN D
201	DEATON, DENNIS R
202	DEGROFF, JOSEPH M
203	DELGADO, DANIELA AGUIRRE
204	DELONG, RORY S
205	DEMEDINA, EDWARD D
206	DEYONG, GLENN D
207	DIAZ, APRIL R
208	DIAZ, CHRISTIAN E LEON
209	DIAZ, GENARD LEON
210	DIAZ, MARIANA J
211	DILLEY, MATTHEW I
212	DINEHART, MATTHEW R
213	DIXON, ANDREIUS P
214	DODD, ERICA A
215	DOMINGEZ, JOSE M MARTINEZ
216	DONLEY, TYLER D
217	DOOLEY, BRANDON L
218	DOOLEY, BYRON D
219	DOTY, ANTHONY MM
220	DRAUCH, KIMBERLY M
221	DRAUCH, STEPHEN E
222	DRISCOLL, KYLE R
223	DRISCOLL, LAWANNA R
224	DRUMM, JOHN R
225	DULL, MICHAEL E
226	DUNCAN, CHAD M
227	DUNN JR, THOMAS L
228	DUNNE, REBECCA A
229	DYESS, JOANNA N
230	EASTON, JEZIA
231	ECHEVERRIA, DAVID
232	ECHOLS, BRANNON L
233	ECKERT, CHRISTIAN A
234	EDDY, CRUZ J SANCHEZ

235	EFFRAIN, DONALD G
236	ELLERT, JEREMY
237	ELLIS JR, ANTHONY R
238	ELLSWORTH, RICKY A
239	EMMENDORFER, TINA M
240	EMMENDORFER, WALTER J
241	ENGELBERG, KYLE J
242	ENGLAND, JESSICA L
243	EPPLE, ERIC M
244	ERVIN, BRADLY S
245	ESPARZA, NARELY L ARELLANO
246	ESPINOZA, ANGEL A
247	ESPOSTO, AMANDA D
248	ESPOSTO, DOMENICO
249	ESPY, ROBERT L
250	ESQUIBEL, LINA U
251	EVANS, ANTASHA ANDERSON
252	EVANS, JOSEPH L
253	EVANS, KEVLIN
254	EVANS, TERREK
255	EVERAGE, DUSTIN A
256	FAIRRES, TOM E
257	FARMER, CHARITY A
258	FARTHING JR, DALE L
259	FAULK, NICHOLAS O
260	FEIPEL, TIMOTHY M
261	FERGISON, JUSTIN R
262	FERRY, STETSON J
263	FIEDLER, ORLENA M
264	FINCHUM, ISSAC A
265	FINK, JAMIE D
266	FIRELINE, RICHARD L
267	FISCHER, JAMES K
268	FITZGERALD, HEATHER
269	FLORY, KEVIN P
270	FORD, MICHAEL D
271	FORRESTER, STEVEN E
272	FOUGHT, MATTHEW P
273	FRAILEY, RANDY J
274	FRANKS, ANDREW M
275	FRANKS, JASON D
276	FRASCHETTI, NICOLAS C
277	FREITAG, RYAN M
278	FRIEDRICH, COREY L
279	FRITZ, BARBARA M
280	FUCHS, JOHN
281	FUGATE, AUTUMN R

282	FUGATE, CHRISTOPHER J
283	GADACZ, ZACHARY J
284	GARBER, LAURIE A
285	GARCIA, ELIZABETH
286	GARCIA, ENRIQUE
287	GARCIA, HECTOR F CABALLERO
288	GARCIA, HERNAN ARROYO
289	GARCIA, MARTINIANO
290	GARCIA, MICHAEL
291	GARHART, AMBER L
292	GARZA, OBIDIO
293	GARZA, RAMIRO
294	GARZA, ROLAND
295	GATES, SHANTEL P
296	GEHRKE, ROBERT
297	GEIER, ERIK A
298	GENTH, CHAD
299	GERBER II, JOSEPH P
300	GETZINGER, NICHOLAS A
301	GIBSON, RANDY L
302	GILBERT JR, RONALD R
303	GILBERT, DAVID A
304	GILBERT, JODI L
305	GILBERT, MATTHEW
306	GILES, THOMAS C
307	GOMEZ, ANIBAL R HERNANDEZ
308	GOMEZ, SAYRA C
309	GONZALEZ, MARITZA SANDOVAL
310	GONZALEZ, RICARDO
311	GOODLING, PAUL M
312	GOODWIN-PRUITT, DENEAL K
313	GORDON, DOMINIC A
314	GORDON, JOHN K
315	GORDON, MARY H
316	GORDON, TREVOR S
317	GOTTMAN, ERIC
318	GRAFF, FRED
319	GRAHAM, RYAN J
320	GRANT, BRIONNA G
321	GRANT, MICHAEL L
322	GREEN, MARK R
323	GREEN, TRAVIS R
324	GREENE, KESHIA
325	GRIBBINS, STACEY L
326	GRIFFIN JR, WALTER
327	GRIGSBY, JAMES E
328	GRIM, AUSTIN J

329	GROSS, ALLEN
330	GROVE, LESLEY D
331	GROVES, KELLEY N
332	GROVES, MOLLY L
333	GRZEGOREK, TIMMOTHY
334	GUIDEN, TYREESE E
335	HABEGGER, STEFANIE A
336	HAEB, ALYSSA L
337	HAEB, RYAN M
338	HAGERMAN, DENNIS E
339	HAKAJ, KRISTINA
340	HAKAJ, MARTIN
341	HALEY, DUSTON D
342	HALL, ANDREW W
343	HALL, ANGELA
344	HALL, COLTON
345	HALL, CRAIG S
346	HALLIBURTON, SONDARIO
347	HALSEY, TODD J
348	HAMMOND, COREY
349	HANDSHOE, LOGAN A
350	HANES, DAVID M
351	HANLEY, MARISSA L
352	HANNA, TRAVIS A
353	HARBES, MICHAEL D
354	HARRIS, CHANTON M
355	HARRIS, DUANE
356	HARRISON, BRADLEY C
357	HARRISON, DAVID S
358	HART, LACEY J
359	HART, TRINASTON D
360	HARVEY, MARK T
361	HASKINS, JOSEPH R
362	HASSELMAN, VALERIE N
363	HAYES, SETH M
364	HEBARD, HUSTON K
365	HEDL, JASON A
366	HEFFNER, ANTHONY T
367	HEINTZELMAN, TYLER J
368	HENDRIX, GREGORY R
369	HENIO, JENNIFER A
370	HERNANDEZ, CHRISTINA
371	HERNANDEZ, FAUSTINO
372	HERNANDEZ, LIZBETH
373	HERRERA, EMILIO
374	HERRON, RICHARD J
375	HERSHBERGER, CHRISTOPHER L

376	HERSHBERGER, SCOTT A
377	HEYDE, NATHAN L
378	HIBBLER, DWONE K
379	HIBSHMAN JR, BRIAN W
380	HIBSHMAN, MICHAEL S
381	HICKEY, SABRINA J
382	HICKMAN, ANTHONY S
383	HICKS, PHILLIP C
384	HILAND, SHAWN M
385	HILDABRIDLE, JILLIAN M
386	HILL, MARCUS M
387	HILLMAN, MARK A
388	HILTON, SARA E
389	HINE, CHRISTAPHER
390	HINKEN, REBECCA J
391	HIX, LINDSEY L
392	HIXSON, TYERON U
393	HOBSON, BRENTEN C
394	HODGE, ANTHONY T
395	HOEKSTRA, KATHLEEN S
396	HOGENDOBLER, MIRANDA J
397	HOGENDOBLER, WILLIAM T
398	HOLCOMB, JAMES E
399	HOLCOMB, ROBERT D
400	HOLLIDAY, MICHAEL S
401	HOLLINGSWORTH, JON D
402	HOLMES, ANTHONY J
403	HOOD, LONDON F
404	HOOGENBOOM, MATTHEW L
405	HOOK, CHELSEA R
406	HORRELL, JUSTYN T
407	HOUSE, MARCUS M
408	HOUSH, NICHOLAS A
409	HUFF, BRANDON A
410	HUFFMAN, MELINIE L
411	HUGHES, ASHLEY N
412	HUNSBERGER, ANDREW J
413	HUNT, JOE L
414	HURLBERT, NATHAN V
415	HURSTEL, JAMES E
416	HUTCHINGS, CHRISTOPHER R
417	HYDE, JUSTIN B
418	IBANEZ, JESUS B
419	INGOLD, JASON D
420	JACKSON, BRANDON M
421	JACKSON, BRIAN K
422	JACKSON, TONY A

423	JACOBS JR, RUDOLPH L
424	JACOBS, BRIAN R
425	JAMES, AUSTIN M
426	JAMES, RAY A
427	JANDA, JAMES
428	JARRELL, SCOTTY L
429	JELINEK, ANDREW J
430	JELINEK, CORRINA L
431	JEZIORSKI, RAYMOND M
432	JOHN, AMANDA ST
433	JOHNSON, CHASTITY
434	JOHNSON, DYLAN R
435	JOHNSON, ERIC T
436	JOHNSON, JAMES B
437	JOHNSON, JEREMY P
438	JOHNSON, MARK A
439	JOHNSON, PATRICK E
440	JOHNSON, SHAUN A
441	JONES, JASON A
442	JONES, JOSEPH E
443	JONES, RACHEL L
444	JORDAN, CHRISTOPHER
445	JORDAN, JOSEPH A
446	JORDAN, MATTHEW K
447	JORDAN, SHARON
448	JUAREZ, FRANCISCO J OLVERA
449	JUAREZ, JESSICA
450	JUDD, JIMMY D
451	JURGENSON, JOSHUA A
452	JUSTUS, LEWIS E
453	KANNEL, CHASE L
454	KARST, TAYLOR NG
455	KECK, AARON D
456	KECK, SARA E
457	KELLER, TRAVIS
458	KENDALL, DENNIS E
459	KERNS, NICHOLAS S
460	KING, JAMIE C
461	KINNEY, CHAD M
462	KIPKER, PAUL T
463	KLEIN, KENNETH P
464	KLINE, ANDREW D
465	KLINE, RICHARD M
466	KLINGER, JAYSEN T
467	KLINGER, STEVEN C
468	KNAPP, SCOTT A
469	KOCH, MICHAEL S

470	KOLB, THOMAS J
471	KOWALENKO, JAREL M
472	KRAMER, ERIC T
473	KURNYAK, DUSTIN J
474	KURTZ, RICHARD
475	KURTZ, ZACHARY L
476	KYLE SR, VICTOR A
477	KYLE, LARON
478	LACE, HEATHER M
479	LACKEY, WILLARD R
480	LAMBRIGHT, DANIEL JP
481	LANDIS, APRIL S
482	LAPLACE, SHEILA T
483	LARSON, MITCH
484	LASLEY, CURTIS E
485	LATISNERE, ZOAR R FONROUGE
486	LAUGHTER, HEATHER
487	LAWSON, DAMON E
488	LEE, CONNIE J
489	LEE, JORDAN
490	LEE, TRENTON B
491	LEITCH, BRENT J
492	LELAND, BENJAMIN I
493	LENKER, JASON R
494	LEVERNIER, TIMOTHY M
495	LEWALLEN, CRYSTAL R
496	LEWALLEN, DOUGLAS W
497	LEWIS, KYLE R
498	LEWIS, WAYNE T
499	LIBOY, IRIS KK
500	LIMORE, JESSIE
501	LINARES, NICOLE JD
502	LINDSEY, STEVEN D
503	LINDSEY, TERRY W
504	LINN, MICHAEL R
505	LISTON, GRETCHEN L
506	LITTMAN, STEPHEN
507	LIVINGS, CRAIG A
508	LODIN, GARY A
509	LOMBARDI, TERRY J
510	LONG, JASON M
511	LOPEZ, ADRIANA M
512	LOPEZ, RICARDO
513	LOUCKS, JENNIFER L
514	LOUCKS, TRAVIS L
515	LOVELACE, CORY C
516	LOWE, NICOLE F

517	LUCERO, JOSE D UGARTE
518	LUNDEEN, FRANK W
519	LUTES, STONEY L
520	LUTHRINGER, MATTHEW L
521	LUTIN, ASHLEY L
522	LUTIN, CHARLES K
523	LUTIN, RYAN A
524	LYNCH, AUSTIN D
525	LYNCH, DONNA
526	MACDONALD, MICHAEL Y
527	MAGGART, MICHAEL D
528	MALCOM, CORY
529	MALCOM, KIMBERLY D
530	MALDONADO, EDUARDO
531	MALDONADO, JORGE L
532	MALDONADO, JOSE M
533	MALICOAT, PAUL J
534	MALONE, JENNIFER
535	MALOYED, JAMES U
536	MANSEILL, BRANDON S
537	MANZUR, MARCOS A
538	MARQUARDT, ERIC K
539	MARRON, ANTONIO
540	MARSHALL, NICHOLAS S
541	MARTINEZ JR, FABIAN
542	MARTINEZ, CIRILO PONCE
543	MARTINEZ, JOSEPH C
544	MARTINEZ, KEYSHLA M RUIZ
545	MARTINEZ-COLINA, RAFAEL G
546	MARTON, ROLAND
547	MASSART, TRICIA A
548	MAST, JOSEPH J
549	MAXSON, JASON A
550	MAY JR, ROGER W
551	MAY, RHONDA S
552	MCALLISTER, CODY
553	MCATEE, NATHAN S
554	MCBRIDE, JAMES R
555	MCCAIN JR, RUSSELL
556	MCCAREY, FREDDIE J
557	MCCLAIN, LARRY L
558	MCCOURT, BRENT R
559	MCFARLAND, OWEN L
560	MCGROGAN, JAMES R
561	MCINTURFF, TYLER A
562	MCKNIGHT, CREDEL C
563	MEADE, SHAWN M

564	MEADOR, JACOB R
565	MEADOWS, CHRISTOPHER L
566	MEADOWS, JENNIFER A
567	MEADOWS, KENNETH J
568	MEDELEZ, ESEQUIEL
569	MEIGEL, AUSTIN C
570	MENDOZA, MARIO ESCOBEDO
571	MERRIWEATHER, WALTER W.
572	MILLER, BETHANY R
573	MILLER, BILLY B
574	MILLER, CLIFTON K
575	MILLER, CRAIG T
576	MILLER, DANA L
577	MILLER, JACOB T
578	MILLER, JENNIFER R
579	MILLER, KARA J
580	MILLER, KENNEDY L
581	MILLER, KEVIN D
582	MILLER, LYLE R
583	MILLER, MARK E
584	MILLER, MICHAEL A
585	MILLER, MICHAEL J
586	MILLER, NADINE J
587	MILLER, NEKIMA
588	MILLER, RANDY E
589	MILLS, CALEB J
590	MIRELES, JOSE
591	MONHAUT, JAMES F
592	MONTOYA, NOEL GOMEZ
593	MOORE, ELLIOT
594	MOORE, TARA
595	MOORE, TRISTEN L
596	MOORE, TYLEIA R
597	MORAGNE, STEVE C
598	MORALES, SAMANTHA A
599	MOREY, JEFFREY A
600	MORLAN, NICHOLAS O
601	MORRIS, BRANDY A
602	MORRIS, JOHN M
603	MORROW, JOHN W
604	MORTON, THOMAS R
605	MOSLEY, TELISSA
606	MOSLEY, ZACHARY P
607	MOYER, HUNTER L
608	MULCAHY, ERIN W
609	MULLET, JUSTON A
610	MULLINS, DOMINIC W

611	MUNOZ JR, GUSTAVO
612	MUNOZ, ALEXANDER T
613	MUNOZ, JUAN PINA
614	MUNOZ, NANCY
615	MUNOZ, SERGIO
616	MURILLO, JOSE E
617	MURRAY, DANIELLE N
618	MURRY, PRECIOUS T
619	MUSSER, JOSEPH
620	NEER, BLANE M
621	NEGRETE, BRANDON L
622	NELSON, CHARLES
623	NELSON, DELVIN L
624	NEUMANN, TIFFANY M
625	NEWTON, DEREK R
626	NEWTON, DONALD R
627	NEWTON, DWAYNE R
628	NIEVES, STEFANY A
629	NIX, AMBER L
630	NIXON, SETH T
631	NORRIS, ARCHIE J
632	NORRIS, JOSHUA A
633	NOWAK, MATTHEW D
634	NYE, JONATHAN L
635	NYE, JUANITA A
636	OBANDO, ERWIN F
637	OBLINGER, THREASA A THRASHER
638	O'BRIEN, TREY S
639	OCHOA, JIMMY S
640	OGLESBEE, JOHN E
641	OLIN, MICHAEL J
642	OLIVARES, DAYMAN J
643	OLSEN, THOR J
644	OLSON, DANIEL J
645	OLSON, NICOLE
646	ONG, JAMES S RHAMEY
647	ORELLANA, MIGUEL A REYES
648	ORGAN, CLAYTON A
649	ORTEGA-RIOS, ALBERTO O
650	ORTIZ, ANGELA M
651	ORTIZ, ARIS U
652	ORTIZ, HEATHER
653	OSORIA, GREGORIO
654	OTIS, D'MOREA KC
655	OUELLETTE, JOSEPH C
656	OWENS, MARK A
657	OWENS, SARAH E

658	PACHECO, MARK A
659	PACHECO, PAMELA SALAMANCA
660	PACHECO, STEFEN R
661	PALACIOS, NADIA M
662	PALACIOS, NATALIA M
663	PALLO, EMILY
664	PANTOJA, KAMMI N
665	PAPCZYNSKI, DALTON J
666	PARKER, JOHNNY D
667	PATINO, ADOLFO
668	PATINO, ERIK
669	PATRICK, HALEY M
670	PATRICK, JUSTIN E
671	PATRIZ-CASTRO, LILIANA R
672	PATTEN, TROY C
673	PAUWELS, CHASITY M
674	PAUWELS, CHRISTOPHER M
675	PAXTON, CHRISTOPHER M
676	PEACE, SAGE E
677	PEDLER, BRYAN
678	PEDZINSKI, BRITTANY A
679	PEDZINSKI, ROBERT D
680	PEICH, JEFFREY C
681	PENA, ISAAC S
682	PERRY, KAYLA G
683	PERSING, CHRISTINA
684	PERZANOWSKI, MARY
685	PETER, DARRIC L
686	PETRE, LEONARD K
687	PETTY, MORGAN J
688	PHELPS, STEPHEN
689	PIFER, ZAKKARY R
690	PINA, JORGE A IBANEZ
691	PINA, JOSE ROJAS
692	PIPER, DAVID L
693	PLETCHER, JONATHON D
694	PLETCHER, WENDY K
695	PLOTT, CLIFTON D
696	PONDER, KRYSTINA
697	PONTIUS, SHAWN
698	PORTER, JOSHUA L
699	POSEY, TIFFANY L
700	POWERS, WENDELL L
701	PRAKLET, KRISTA M
702	PRICE, K SHAWN T
703	PRICE, RACHEL M
704	PRZEWOZNIK, CLAYTON M

705	PRZEWOZNIK, MICHAEL D
706	PULLIN, RICHARD D
707	PURCELL, BRANDON T
708	RAMER, BRANDON J
709	RAMIREZ, ELIUT Z
710	RAMIREZ, JOSHUA R
711	RAMIREZ, JULIAN
712	RAMIREZ, KATIE CAMACHO
713	RANDALL, CRAIG A
714	RANGEL, JOSE J MENDOZA
715	RANGEL, MARIANA A NICASIO
716	RATLIFF, KELLY D
717	REARDON, ALLISHA L
718	REED, GAGE A
719	REED, RACHEL A
720	REED, RYAN R
721	REFFEITT IV, WILLIAM C
722	REINHOLT, MARSHA
723	REYNA, ARMONDO C
724	REYNOLDS, CHASE A
725	RICHARDSON, JOHN
726	RICHARDSON, JONATHON E
727	RIDER, MICHAELA P
728	RIEHLE, JEFFERY D
729	RIGGS, CORIE L
730	RINGLE, JOSHUA M
731	RISSER, MYRON L
732	RIVERA, JOSE M LABOY
733	RIZOR, DAVID T
734	RIZOR, NIKOLAS J
735	ROBAINA, RAFAEL E VALDES
736	ROBERTS, CHRISTINA M
737	ROBERTS, STEPHEN L
738	ROBINSON, MARYLEE
739	ROBINSON, ROBERT
740	ROBINSON, VELVER E
741	ROBISON, ANDREW C
742	ROCHA, ADRIAN MORA
743	ROCK, REGINA L
744	RODRIGUEZ, DIANE J
745	RODRIGUEZ, LUCAS M
746	RODRIGUEZ, SANDRA D
747	RODRIGUEZ, THOMAS
748	RODRIGUEZ, VICTOR M PONCE
749	ROESCH, BRANDON L
750	ROESCH, BRIAN L
751	ROLON, EDUARDO

752	ROSENDAHL, KATHY L
753	ROSS, KELLY M
754	ROSS, KIRK A
755	ROUCH, SCOTT E
756	RUBIO, BRYAN E GARCIA
757	RUCKER, KESHAUN
758	RUGGIERI, DUSTIN F
759	RUNYON, GREGORY A
760	RUSSELL, DENNIS C
761	RUSSELL, JOEL C
762	RUVALCABA, PEDRO C
763	SALAS, TOMASITA
764	SAMPSON, HENRY
765	SANCA, TYLER G
766	SANCHEZ, DANIEL A TREJO
767	SANCHEZ, MARIA L
768	SANCHEZ, RENE GARCIA
769	SANCHEZ, ROGELIO
770	SANDERS, SAMANTHA I
771	SANDOVAL, VICTOR M
772	SANDSMARK, LISA KAY
773	SANTANA, JOSE L
774	SANTILLAN, GALDINO
775	SARGENT, HOPE R
776	SAROS II, MICHAEL A
777	SAUER, SEAN D
778	SAYLOR, COLTON D
779	SAYLOR, DAVID
780	SCHAEFER, JESSE A
781	SCHAETZLE, JONATHAN A
782	SCHEETZ, RONALD R
783	SCHIRRIPA, JOHN M
784	SCHLABACH, ASHLEY R
785	SCHMANKE, DERRICK L
786	SCHULTZ, TYLER M
787	SCHWAB, ELIZABETH F
788	SCHWARTZ, HEIDI S
789	SCHWEYER, RYAN D
790	SCOTT, NATHANIEL I
791	SCOTT, NICHOLAS J
792	SEALS, KYLE A
793	SEATON, TYLER R
794	SECOR, LISA S
795	SEIGLER, WILLIAM R
796	SELLERS, NATASHA R
797	SEMAN, LEAH C
798	SENER JR, TIMOTHY L

799	SHAFFER, CHRISTY T
800	SHAFFER, DEREK A
801	SHAFFER, LARRY R
802	SHANK, ERICA L
803	SHANYFELT, BRITTANY N
804	SHAPLAND, SCOTT A
805	SHARP, VINCENT F
806	SHEAR, JASON L
807	SHELLEY, GLENDA A
808	SHELTON, STEPHANIE M
809	SHEPHERD, BRANDEN
810	SHEPHERD, MICHAEL J
811	SHEPHERD, VERNIE
812	SHINN, AUSTIN T
813	SHORTER, TIMOTHY A
814	SICKELS, ANDREW L
815	SILLS, JOHNATHAN H
816	SILVA, CODY R
817	SILVA, MICHAEL
818	SILVA, MIGUEL A
819	SIMENTAL, CHRISTIAN
820	SIMPSON, JARED
821	SIMPSON, MICHAEL W
822	SIMS, ALEC R
823	SINGLETON II, KEITH
824	SKINNER, MARIAH A
825	SKOCZ, RYAN C
826	SLABAUGH, ASHLEY M
827	SLABAUGH, BENJAMIN N
828	SLABAUGH, SHARON
829	SLISZ, ERIC P
830	SLONE, CHRISTOPHER W
831	SLONE, KIARA N
832	SMEDIUK, RICK
833	SMITH, CALLAHAN A
834	SMITH, DYLAN C
835	SMITH, FOUNT J
836	SMITH, JOHNNIE L
837	SMITH, KEATON
838	SMITH, SEABROOK LW
839	SMITH, TONIESHA L
840	SMITH, TRAVIS M
841	SMITH, TYLER P
842	SNELLING, KEVIN W
843	SNODDERLY, BILLY R
844	SNYDER, JAMES
845	SORGENFREI, JEFF A

846	SOTO, ULISES MONDRAGON
847	SPANDAU, RONALD J
848	SPANIER, ASHLEY N
849	SPARKS, GERALD T
850	SPEARS, KIMBERLY L
851	SPENCER, SKYLAR B
852	SPICE, MARK W
853	SPICER, SAMUEL M
854	SPINDLER, PAMELA
855	SPITAELS, RHONDA S
856	SPRIGGS, SKYLAR C
857	STACY, BRIAN A
858	STANTON, MICHAEL
859	STEELE, ELMER
860	STEIGERWALD, TODD A
861	STEINKE, THOMAS L
862	STEPHENSON, TROY R
863	STEVENS, BRANDON T
864	STEWART, LARRY E
865	STEWART, NOAH C
866	STILES, TYLER L
867	STONEBURNER, JASON M
868	STOOPS, LAURIE B
869	STORMS, BRANDE L
870	STRAUSS BERRIZBEITIA, DANIEL J
871	STRAUSS, DONNA J
872	STRAYER, BRADY A
873	STRONG, WILLIAM H
874	STROUD, JASON H
875	STUART, CASSANDRA D
876	STUMP, ADAM C
877	STUMP, JEFFREY J
878	STURDIVANT, ASHLEY B
879	STUTZMAN, KATHRYN C.
880	SUMNER, AMY N
881	SUPER, BLAIRE E
882	SWAIN, RICHARD E
883	SWEARENGIN, ROBERT
884	SWEET, PATRICK D
885	TABERSKI, DARLA A
886	TAYLOR, CHARLES E
887	TAYLOR, MARCUS
888	TEAL, BRITTNEY R
889	TEEL, GARY
890	TEMPLETON, LAURENCE A
891	TEMPLETON, TEISA K
892	TERRELL, LUKE W

893	TETZLOFF-NORDMAN, AUSTIN S
894	THACKER, DIANA
895	THAYER, MATTHEW W
896	THOMPSON, LONNIE E
897	THOMPSON, TYLER R
898	THORNTON JR, ANTHONY R
899	THORNTON, MICHAEL L
900	TILL, LOGAN M
901	TILLMAN, DUSTIN P
902	TIMMONS, DEREK A
903	TIRADO, GUILLERMO GAMEZ
904	TONKIN, ASHLEY N
905	TRAMMELL, MELVIN H
906	TRENT, ALGIN R
907	TRENT, CHARITY L
908	TRIPP, CRYSTAL B
909	TRIPP, TRAVIS J
910	TROYER, TRENTON A
911	TRUEX, TRAVIS R
912	TUBICSAK, CONNIE L
913	TUCKER, CAMERON R
914	TUCKER, COLTON C
915	TUCKER, DEREK L
916	ULLERY, DANICA L
917	VALADEZ, LAZARO
918	VALLE, NOEL S
919	VANATOR, QUINCY J
920	VANDAMME, KYLE
921	VANDEMARK, SHYANE M
922	VANDERFORD, DONALD J
923	VANDYGRIFF, JAMES M
924	VANEMON, ZACHARY C
925	VANFLEEREN, JOCELYN A
926	VANNESS, JOSEPH C
927	VANTINE, TAMMY
928	VEGUILLA, LUIS A RIVERA
929	VEICH, CHRIS
930	VENZON, CODY J
931	VICARY, CHELSEA M
932	VIDMAR, TODD M
933	VILLA JR, FELIPE J
934	VILLA, OMAR J
935	VILLEGAS, LAURA
936	VINCENT, TODD G
937	WADE, LEE
938	WAGLEY, SHAUN A
939	WAGNER, DANIEL J

940	WAGNER, JEREMIAH A
941	WAITE, RONALD W
942	WALDEN, DAKOTA J
943	WALDRON, CHET W
944	WALLACE, BRIAN
945	WALTENBERGER, JAMES J
946	WARD, AMBER
947	WARD, BENJAMIN
948	WARD, BRANDEN M
949	WARNER, MARK A
950	WARNOCK, BRIAN T
951	WARREN, RYAN
952	WATSON, TYRONE L
953	WEBBER, ARTHUR E
954	WEBBER, STEVEN A
955	WEDDLE, CHAD M
956	WEINBERG, CASSANDRA
957	WEIR, JEFFREY M
958	WENT, JOHN J
959	WESSELER, LISA
960	WHARTON, GREGORY T
961	WHELPLEY, ERIC D
962	WHITE, HEATHER K
963	WHITE, JAMES H
964	WHITE, ZACHARY D
965	WHITEHURST, CASEY W
966	WHITENER, SHERMAN M
967	WHYBREW, DALE A
968	WILBURN, ANTHONY W
969	WILDEROM, BRANDON
970	WILKINS, KEOLA K
971	WILLARD, WILLIAM L
972	WILLIAMS, JOSHUA P
973	WILLIAMSON, COURTNEY N
974	WILSON, ANTHONY A
975	WILSON, SHAWNON D
976	WILSON, STEPHANIE N
977	WILSON, THOMAS M
978	WILTROUT, STEPHEN D
979	WISECARVER, MICHAEL S
980	WITHROW, TRACE J
981	WIXSON, JAMES R
982	WLODAREK, MATTHEW J
983	WOJTYSIAK, MARK E
984	WOOD, EMILEE N
985	WOOD, JERRY E
986	WOODKA, GRANT G

987	WOODS, AUSTIN G
988	WOODS, DUSTIN W
989	WOOLF, MICHAEL P
990	WRIGHT JR, DARYL W
991	WRIGHT, KAYCE L
992	WRIGHT, KRISTY
993	YESH, CHRISTOPHER J
994	YODER, ANDREW E
995	YODER, ARIEL
996	YODER, MATTHEW C
997	YOST, MICHAEL
998	YOUNG, CORY
999	YOUNG, MILES F
1000	ZARSE, MICHAEL G
1001	ZECH, ANDREA M
1002	ZELAYA, NELSON
1003	ZIMMERMAN, BRUCE A
1004	ZINK, DUSTIN
1005	ZINSMaster, JOSH
1006	ZUNIGA, NOEMI B