

# **EXHIBIT 2**

**UNITED STATES DISTRICT COURT FOR THE MIDDLE DISTRICT OF FLORIDA**  
*Mosley v. Lozano Insurance Adjusters, et al., Case No. 3:19-cv-379-J-32JRK*

**NOTICE OF FAIR LABOR STANDARDS ACT SETTLEMENT AND  
RELEASE OF CLAIMS**

**Please read this Court-ordered notice carefully. It informs you about your legal rights.**

Dear [insert name]  
[insert address]

You are receiving this notice because you joined this case as a Plaintiff against Lozano Insurance Adjusters, Inc., Frank Lozano, Lisette Lozano, Anchor Insurance Holdings, Inc, and Kevin Pawlowski (“Defendants”) seeking back overtime wages while you worked as an insurance claims handler. This notice informs you of the settlement, your estimated settlement share, the settlement terms that may affect you, how to receive settlement money or opt-out of the settlement. This notice is only a summary.

Defendants have agreed to pay a total amount not to exceed \$600,000.00 to settle the claims of any Plaintiffs who do not opt out of this settlement. This includes payments for attorneys’ fees and costs, a service award to the Named Plaintiff, and the cost of administering the settlement.

The Court has preliminarily approved the settlement as fair and reasonable. If the Court gives final approval of the settlement and it is not reversed by an appellate court, Plaintiffs who don’t opt out of the case will be eligible to recover their settlement shares.

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT</b>	
<b>DO NOTHING TO PARTICIPATE IN THE SETTLEMENT AND RECEIVE A PAYMENT</b>	If you wish to settle your claims and receive a payment, you do not have to do anything at this time. If the settlement is finally approved by the Court, you will receive a check in the mail.
<b>OPT OUT</b>	By opting out of the settlement, you give up any right to receive a payment from this settlement. You will keep any rights to sue Defendants separately about the same legal claims in this lawsuit provided you do so within the applicable statute of limitations.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement.

## BASIC INFORMATION

### 1. What is the purpose of this notice?

The purpose of this notice is to inform you of your rights and options **and the deadlines to exercise them** under the settlement agreement. The Court still has to decide whether to approve the settlement. Payments will be made if the Court finally approves the settlement. Please be patient.

## THE SETTLEMENT BENEFITS - WHAT YOU GET

### 2. What does the settlement provide?

Defendants have agreed to pay a total amount not to exceed \$600,000 to settle Plaintiffs' claims. This includes payments for attorneys' fees and costs, a service award to the Named Plaintiff, and the cost of administering the settlement. Each Plaintiff who does not opt out of the settlement will receive a share of the settlement based on the length of time they worked for Defendants within the applicable statute of limitations, their amount of compensation, and their scheduled hours.

Plaintiffs' counsel will ask the Court to approve a service award out of the settlement in an amount up to \$5,000 to be paid to the Named Plaintiff who filed this court action provided she does not opt out of the settlement. The service award compensates the Named Plaintiff for the risks and burdens she took in bringing and litigating this lawsuit, her representation of you and the other Plaintiffs, and her time and effort in making this settlement possible. This service award is in recognition of the hours of service the Named Plaintiff gave to all the Plaintiffs by, among other things, helping the attorneys investigate and prosecute the claims on behalf of the group, her representation of the entire group of Plaintiffs, and the risks and burdens she shouldered as representative.

If the Court approves the settlement, all Plaintiffs who do not opt-out of this action in accordance with the procedure described below will be mailed a settlement check and be deemed to have released all wage and hour claims against Defendants in accordance with the provisions of the settlement agreement.

### 3. How much will my payment be?

Your recovery depends on how many Plaintiffs participate in the settlement. If all 93 Plaintiffs participate, you will be entitled to receive approximately \$[insert amount]. That amount represents the payment to you after attorneys' fees and costs and any service payment are deducted. If fewer than all the Plaintiffs participate in the settlement, your recover will increase.

## HOW YOU GET A PAYMENT

### 4. How can I get my payment?

If you wish to receive a settlement share from the settlement fund, you do not need to do anything at this time. If the settlement is finally approved by the Court, you will receive a check in the mail.

**5. When will I get my settlement payment?**

Within 60 days of the mailing of this Notice, Plaintiffs' counsel will ask the Court to grant final approval of the settlement. If the Court approves the settlement, then your payment will be mailed to you within 45 days of the Court granting final approval.

**6. Will I still get a payment if I have filed for bankruptcy while the lawsuit was pending?**

If you filed for bankruptcy while this lawsuit was pending, contact your bankruptcy attorney to discuss whether the bankruptcy will have any impact on your ability to collect a settlement payment. In consultation with your bankruptcy attorney, you must take the necessary steps to advise the bankruptcy trustee of your settlement payment.

## EXCLUDING YOURSELF FROM THE SETTLEMENT

**7. How do I exclude myself from the settlement?**

If you want to keep the right to sue Defendants on your own about the legal issues in this case, then you must exclude yourself from the settlement. The process of excluding yourself is also referred to as "opting out."

To opt out, you must send by First Class U.S. mail a written, signed statement to Plaintiffs' counsel that includes your name, address, telephone number, and states, "I opt out of the Lozano wage and hour settlement." To be effective, your opt-out statement must be postmarked no later than **[INSERT DATE 30 DAYS FROM DATE OF MAILING]** and must be mailed to: Getman, Sweeney & Dunn PLLC, 260 Fair Street, Kingston, NY 12401.

If you opt out, your claim will be dismissed, you will not receive a settlement payment, and you cannot object to the settlement. You will not be legally bound by anything that happens in this lawsuit, and you will preserve your ability to pursue your claims against the Defendants. The settlement provides that the statute of limitations on claims of Plaintiffs who opt out of the settlement will be tolled from the earlier of August 2, 2019 or the date on which you filed a consent to sue in this action until 30 days after the Notice Period ends. That means you will be able to reassert in a court any claims that you had in this action so long as you do so within 30 days after the Notice Period ends.

## OBJECTING TO THE SETTLEMENT

**8. How do I tell the Court that I object to the settlement?**

If you take part in the settlement, you can tell the Court that you don't agree with the settlement or some part of it. If you choose, you can object to the settlement agreement and give reasons why you think the Court should not approve it. The Court will consider your views. To object, you must send a letter via U.S. Mail stating (1) "I object to the Lozano wage and hour settlement;" (2) all reasons for the objection (any reasons not included in the statement will not be considered); and (3) the name, address, and telephone numbers for the Plaintiff making the objection. Be sure to sign the letter. Any objections must be postmarked no later than **[INSERT DATE 30 DAYS FROM DATE OF MAILING]**, and mailed to: Getman, Sweeney & Dunn PLLC, 260 Fair Street, Kingston, NY 12401.

**9. What's the difference between objecting to the settlement and opting out?**

Objecting is simply telling the Court that you don't like something about the settlement. You can object only if you remain a Plaintiff in this case and settlement. Opting out is telling the Court that you don't want to be part of the case and settlement anymore. If you opt out, you have no basis to object because the case and settlement no longer affect you. Based on objections, the Court may require the parties to revise the settlement or refuse to approve it, in which case no payments will be issued and the case will continue.

## THE LAWYERS REPRESENTING YOU

**10. Do I have a lawyer in this case?**

Yes. Every Plaintiff in this case executed and filed a Consent to Sue to join the case that designated Getman, Sweeney & Dunn, PLLC as Plaintiffs' Counsel, and they represent you and all the Plaintiffs in this case. More information about the law firm, their practices, and their lawyers' experience is available at [www.getmansweeney.com](http://www.getmansweeney.com).

**11. How will the lawyers be paid?**

The Consents to Sue filed in the action and the retainer agreement with the Named Plaintiff provide that Plaintiffs' Counsel may receive up to one-third (33.33%) of the settlement amount as attorneys' fees for their uncompensated work over time litigating this case that led to this settlement, and recover the out-of-pocket costs and expenses they have incurred in litigating the case and obtaining the settlement. Consistent with those terms, the Settlement Agreement provides that Plaintiffs' Counsel will ask the Court to approve payment to them of litigation costs of approximately \$3,837.25 and attorneys' fees from the settlement funds in an amount not to exceed \$200,000 (one-third of the Gross Settlement Amount).

## GETTING MORE INFORMATION

**12. Are there more details about the settlement?**

The full settlement agreement is available at [\[insert website\]](#). You can also obtain more information about the settlement by contacting Plaintiffs' Counsel at:

Getman, Sweeney & Dunn PLLC  
260 Fair Street  
Kingston, NY 12401  
(845) 255-9370  
[jfriday@getmansweeney.com](mailto:jfriday@getmansweeney.com)