

NOTICE OF PROPOSED CLASS AND COLLECTIVE ACTION SETTLEMENT  
AND HEARING DATE FOR COURT APPROVAL

***Bromberg v. Fidelity National Information Services, Inc. and FIS Management Services, LLC,***  
**United States District Court Case No. CV 15-7930 (the “Bromberg Action”)**

***Maitchoukow v. Fidelity National Information Services, Inc. and FIS Management Services, LLC,***  
**United States District Court Case No. CV 16-7632 (the “Maitchoukow Action”)**

«Barcode» «BarcodeString»  
SIMID «SIMID»  
«FirstName» «LastName»  
«Address1» «Address2»  
«City» «Abbrev» «Zip»

Please provide current address (if different) here:

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**If you are a current or former employee of Fidelity National Information Services, Inc. or FIS Management Services, LLC and you hold or held the position of Systems Administrator I, Systems Administrator II, Systems Administrator Senior, Hardware Planner, Email Messaging Analyst II, Email Messaging Analyst Senior, Operations Software Analyst I, Operations Software Analyst II, or Operations Software Analyst Senior, you may be entitled to receive money from a class and collective action settlement.**

*The United States District Court, Central District of California authorized this notice.  
This is not a solicitation from a lawyer.*

To: All current and former employees of Fidelity National Information Services, Inc. or FIS Management Services, LLC who (1) during the period October 8, 2011 and March 10, 2017 held one or more of the following job titles in California: Systems Administrator I, Systems Administrator II, Systems Administrator Senior, Hardware Planner, Email Messaging Analyst II, Email Messaging Analyst Senior, Operations Software Analyst I, Operations Software Analyst II, or Operations Software Analyst Senior, or (2) previously submitted a valid Consent to Join form in the *Bromberg Action*. (Collectively, all individuals falling within the above definition will be referred to as “Eligible Individuals.”)

**THIS NOTICE MAY AFFECT YOUR RIGHTS.  
PLEASE READ IT CAREFULLY.**

You are receiving this Notice because the Court has granted preliminary approval of a proposed settlement in a hybrid class/collective action filed on behalf of certain current and former employees of Fidelity National Information Services, Inc. or FIS Management Services, LLC (collectively, “FIS” or “Defendants”) and you fall within the definition of an Eligible Individual who may participate in that proposed settlement.

The proposed settlement will resolve all claims against Defendants in two related lawsuits. A hearing to determine whether the proposed settlement is fair, adequate, reasonable, and not based on collusion will be held on July 7, 2017.

**Because your rights may be affected whether you act or not, it is extremely important that you read this Notice carefully. If you receive a settlement payment you will be bound by the terms of the release described below. This Notice explains how much you may receive based on the number of workweeks you worked during the class period and how you can contest the number of workweeks. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described below) no later than May 9, 2017; otherwise you will be bound by the terms of the settlement.**

## 1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you, as an Eligible Individual, have been identified as a potential member of the settlement classes. The settlement classes which the Court has preliminarily certified are:

- (a) all current or former employees of Defendants who were employed in California and held the job titles of Systems Administrator I, Systems Administrator II, Systems Administrator Senior, Hardware Planner, Email Messaging Analyst II, Email Messaging Analyst Senior, Operations Software Analyst I, Operations Software Analyst II, or Operations Software Analyst Senior at any time between October 8, 2011 and March 10, 2017 (the “California Class”); and
- (b) all current or former employees of Defendants who were employed in the United States, held the job titles of Systems Administrator I, Systems Administrator II, Systems Administrator Senior, Hardware Planner, Email Messaging Analyst II, Email Messaging Analyst Senior, Operations Software Analyst I, Operations Software Analyst II, or Operations Software Analyst Senior at any time between October 8, 2012 and March 10, 2017, and who submitted a Consent to Join form that was filed with the Court (the “Collective Class”).

Defendants’ payroll records show that you are a member of one of these classes. The purpose of this Notice is to: (a) provide a brief description of the lawsuits; (b) inform you of the proposed settlement; and (c) discuss your rights and options with respect to the lawsuits and the settlement.

## 2. DESCRIPTION OF THE ACTION

On October 8, 2015, Plaintiff Jonathan Bromberg filed a complaint in the *Bromberg Action* (Case No. CV-15-7930) against Defendants on behalf of all persons employed by Defendants as systems administrators or as non-management, information technology support personnel. The *Bromberg Action* brings claims against Defendants for allegedly failing to pay overtime at overtime rates of pay and failing to prepare and maintain legally-required records. The *Bromberg Action* also alleges that Defendants (1) violated California Labor Code sections 510 and 1194 by failing to pay them for all overtime work at overtime rates of pay, (2) violated California Labor Code sections 226.7 and 512(a) and the applicable IWC order by failing to provide them legally compliant meal and rest period breaks; (3) violated Labor Code section 226(a) by failing to furnish accurate itemized statements; and (4) engaged in unlawful business practices and conversion.

On October 13, 2016, Plaintiff Alexis Maitchoukow filed a complaint in the *Maitchoukow Action* (Case No. 2:16-CV-7632) on behalf all persons employed by Defendants with the title “Systems Administrators Senior” and/or “Hardware Planner.” The *Maitchoukow Action* alleges the same claims as those asserted in the *Bromberg Action*, but also alleges that, as to California employees, Defendants violated California Labor Code sections 201 and 202 by failing to pay them all unpaid wages when they separated from Defendants.

On January 4, 2017, the Court consolidated the *Bromberg Action* and the *Maitchoukow Action*. On January 4, 2017, a consolidated complaint was filed which includes all of the claims alleged in the *Bromberg Action* and the *Maitchoukow Action* (the “Consolidated Action”)

Defendants deny any and all allegations in the Consolidated Action and contend that all employees have been properly compensated in accordance with California and Federal law.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by Defendants. However, the Court has preliminarily-approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for **July 7, 2017 at 10:00 a.m.** (the “Final Approval Hearing”).

## 3. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing the California Class and Collective Class (“Class Counsel”) are:

Aaron C. Gundzik  
Rebecca G. Gundzik  
Gartenberg Gelfand Hayton LLP  
15260 Ventura Blvd., Suite 1920, Sherman Oaks, CA 91403

Telephone: (213) 542-2100/ Facsimile: (213) 542-2101

Daniel M. Holzman  
Caskey & Holzman  
24025 Park Sorrento, Ste. 400, Calabasas, CA 91302  
Telephone: (818) 657-1070/ Facsimile: (818) 297-1775

Attorneys representing Defendants Fidelity National Information Services, Inc. or FIS Management Services, LLC are:

Evan R. Moses  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
400 South Hope Street, Suite 1200, Los Angeles, CA 90071  
Telephone: 213-438-5855/ Facsimile: 213-239-9045

Carmine J. Pearl, II  
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.  
Park Tower, 695 Town Center Drive, 15<sup>th</sup> Floor, Costa Mesa, CA 92626  
Telephone: 714-800-7990/ Facsimile: 714-754-1298

#### **4. WHAT ARE THE TERMS OF THE PROPOSED SETTLEMENT?**

Defendants have agreed to pay \$3,000,000.00 to settle any and all claims that were or reasonably could have been alleged in the Consolidated Action. This amount is called the Gross Settlement Amount. The Gross Settlement Amount will be used to cover all payments relating to the proposed settlement, including but not limited to payments to the settlement classes, settlement administration costs, attorneys' fees and costs, employment taxes, and service and release payments to the Representative Plaintiffs.

All settlement administration costs, attorneys' fees and costs, the service and release payments, and employer and employee payroll taxes will be deducted from the Gross Settlement Amount. The remaining amount will be distributed to class members based on the number of workweeks they worked during the class period.

If you are a member of both the California Class and the Collective Class, you will receive credit only for those weeks you worked as a California Class member. All members of the California Class will be credited an additional four (4) workweeks to compensate for the additional California Labor Code violations alleged in the Actions. Each California Class member who is a former employee will also receive credit for an additional two (2) workweeks to compensate them for allegations that Defendants failed to timely pay all wages due at separation.

The following is a summary of the settlement provisions. The specific and complete terms of the proposed Settlement are stated in the Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which is filed with the Clerk of the Court. You can also obtain a copy of the Settlement Agreement from the court and it will be posted at [www.pacer.gov](http://www.pacer.gov).

#### **5. AMOUNTS TO BE DEDUCTED FROM THE SETTLEMENT AMOUNT**

(a) Attorneys' Fees and Costs: Under the settlement, Class Counsel may request up to \$750,000, plus their reasonable costs and expenses of the litigation, which Class Counsel estimates to be approximately \$11,000, to compensate them for their work on the case and the actual costs and expenses they have incurred. The attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Payments: The two Representative Plaintiffs are requesting service and release payments in the total amount of \$25,000.00 (to be distributed among them), in addition to the amount they will receive as members of the classes, to compensate them for undergoing the burden and expense of bringing and prosecuting the action, and for the broader release of claims they are required to execute. The service and release payments will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, Simpluris, Inc., has estimated the parties that the settlement administration costs will range between approximately \$5,200 and \$8,000. The settlement administration costs will be deducted from the Gross Settlement Amount.

(d) **Payroll Taxes:** The parties have agreed that all employment taxes and other legally required withholdings owed by the employer will be deducted from the Gross Settlement amount and that employee taxes and other legally required withholdings will be withheld from class members' settlement payments.

## 6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to Defendants' payroll records, you worked <MERGED\_WEIGHTEDWW\_CALC> workweeks during the Class period (between October 8, 2011 and March 10, 2017 if you worked in California and between October 8, 2012 and March 10, 2017 if you worked elsewhere in the United States). If you are or were employed by Defendants in California, this amount includes an additional 4 workweeks to compensate you for the alleged violations of the California Labor Code, and if you were formerly employed by Defendants in California but are no longer employed by them, this amount also includes 2 additional workweeks to compensate you for the amounts alleged due to you at separation. Currently, the Settlement Administrator estimates that the payment you would receive under this settlement would be approximately \$<MERGED\_ESTSETTAMNT\_CALC>. This amount may increase or decrease based on various factors, including the amounts approved by the Court for attorneys' fees and costs, settlement administration costs, service and release payments to the representative plaintiffs, and disputes by other class members regarding workweeks they worked. Moreover, required employee payroll taxes will be withheld from this amount. **To receive this amount, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

## 7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and: (1) uncashed checks distributed to individuals who are residents of California as of the date of distribution (according to Defendants' records) will be delivered to the California Department of Industrial Relations, which will forward it directly to the State Controller's Office (through this process, individuals who fail to cash their settlement checks will have an opportunity to obtain their settlement payments); (2) uncashed checks distributed to individuals who are not residents of California as of the date of distribution (according to Defendants' records) will be distributed to a Cy Pres recipient.

For tax withholding purposes and payment of taxes, your settlement payment will be characterized as follows:

- One-third will be attributed to wages for which IRS Forms W-2 will issue;
- One-third will be attributed to penalties for which IRS Forms 1099 MISC will issue;
- One-third will be attributed to interest for which IRS Forms 1099 INT will issue.

The Settlement Administrator will calculate and deduct both your required withholdings and payroll taxes prior to mailing your settlement award.

Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

## 8. RELEASE OF CLAIMS

Unless you submit a valid Request for Exclusion (described below), you agree to release Defendants Fidelity National Information Services, Inc., FIS Management Services, LLC, as well as each of their respective parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, as well as each of their respective past, present and/or future, direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators (collectively, the "Released Parties") from all causes of action and factual or legal theories that were alleged in the Actions, including any of the following claims for relief: (1) violation of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, (2) failure to pay overtime wages or accurate overtime wages and alleged failure to accurately calculate the regular rate of pay in violation of California Labor Code §§ 510 and 1194, (3) failure to provide meal or rest breaks or proper compensation in lieu thereof in violation of California Labor Code §§ 226.7(b) and 512(a), (4) failure to provide accurate and/or complete wage statements or paychecks and alleged failure to maintain accurate records in violation of California Labor Code § 226, (5) failure to pay unpaid wages at time of discharge in violation of California Labor Code §§ 201, 202 and 203, (6) violation of Cal. Bus. & Prof. Code section 17200 *et seq.*, (7) conversion, (8) any other claims or penalties under the wage and hour laws pleaded in the Actions, and (9) all damages, penalties, interest and other amounts recoverable under said causes of action under

NOTICE

Page 4 of 6

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California and federal law, to the extent permissible, including but not limited to the California Labor Code as alleged in the Actions, the applicable Wage Orders as to the facts alleged in the Actions, and the California Unfair Competition Law. All of the claims and matters released as described above are, collectively, referred to as the "Released Claims." The definition of Released Claims is intentionally broad in scope and includes all claims that were alleged based on the facts and legal theories described above irrespective of the factual or legal basis for such claims, whether currently known or unknown by the Representative Plaintiffs or any of the Eligible Individuals.

The two Representative Plaintiffs are also releasing all claims, without limitation, against the Released Parties, and will waive section 1542 of the California Civil Code.

This release runs from October 8, 2011 through March 10, 2017 for members of the California Class and from October 8, 2012 through March 10, 2017 for members of the Collective Class. A settlement class member will be precluded in the future from making any claim that was made or could have been made based on, arising from or relating to the allegations made in the lawsuit.

## **9. YOUR OPTIONS**

As a member of the settlement classes you have several options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

### **(a) You Can Do Nothing.**

If you do nothing, you will remain a member of the settlement class and will receive a payment based on the number of workweeks identified in this Notice that you worked during either the California Class period (October 8, 2011 through March 10, 2017) or the Collective Class period (October 8, 2012 through March 10, 2017). You will also be bound by the release of claims set forth in Section 8 above. The payment will remain valid and negotiable for one hundred and eighty (180) days from the date of the issuance. This deadline to cash the payment shall not be extended for you absent Court Order. If you do not cash the settlement check within that time, it will be voided and the funds from the uncashed check will be handled as described in Section 7 above.

### **(b) You Can Contest the Number of Workweeks Stated in this Notice.**

You can contest the number of workweeks identified in Section 6 above. To do so, you must provide the Settlement Administrator with a signed statement identifying the number of workweeks that you believe you worked during either the California Class period (October 8, 2011 through March 10, 2017) or the Collective Class period (October 8, 2012 through March 10, 2017) as a Systems Administrator I, Systems Administrator II, Systems Administrator Senior, Hardware Planner, Email Messaging Analyst II, Email Messaging Analyst Senior, Operations Software Analyst I, Operations Software Analyst II, and Operations Software Analyst Senior, together with documentation supporting your position. The statement must also include your full name, current address and telephone number, and must identify one or both of the Actions (*Bromberg v. Fidelity National Information Services, Inc., et al.*, United States District Court Case No. CV-15-7930 and/or *Maitchoukow v. Fidelity National Information Services, Inc., et al.*, United States District Court Case No. 2:16-CV-7632). You must provide written documentation supporting the number of workweeks you contend to have worked; otherwise, Defendants' records will be presumed correct. You must postmark your written statement no later than **May 9, 2017**.

The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether a workweek adjustment is warranted before making a final determination regarding the total number of workweeks you worked. The settlement administrator will mail you its final determination. You will have until May 9, 2017 to decide whether you want to exclude yourself from the settlement, as described below.

### **(c) You Can Exclude Yourself from the Settlement Class.**

If you do not want to remain a member of the settlement class and you do not want to receive a payment from the settlement, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion. The deadline to postmark a Request for Exclusion is May 9, 2017. A Request for Exclusion is a written statement unambiguously requesting to be excluded from the settlement class. The Request for Exclusion must include your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion for your records. Moreover, to ensure receipt by the Settlement

NOTICE

Page 5 of 6

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Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before the deadline, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8 above; however, you will not receive any money under the settlement. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against Defendants.

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement if it is approved by the Court and by the Judgment, and you will receive a settlement payment.

**(d) You Can Object to the Settlement.**

If you are a member of the settlement class who does not opt out of the class, you may object to the settlement, personally or through an attorney (retained at your own expense), by sending your written objections to the Settlement Administrator at the address specified in Section 11 below. The deadline to file and postmark objections is **May 9, 2017**. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to one or both of the lawsuits (*Bromberg v. Fidelity National Information Services, Inc., et al.*, United States District Court Case No. CV 15-7930 and/or *Maitchoukow v. Fidelity National Information Services, Inc., et al.*, United States District Court Case No. CV 16-7632). If you submit an objection, you may also appear at the Final Approval Hearing either personally or through an attorney you hire and pay for yourself.

If you fail to mail timely written objections, you will be deemed to have waived any objections you may have to the settlement and will be foreclosed from making any objection (whether by appeal or otherwise) to the settlement, unless the Court orders otherwise.

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement, and you will not be permitted to file a Request for Exclusion.

**10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT**

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release payments to the Representative Plaintiffs, and Class Counsels' request for attorneys' fees and costs, will be held on **July 7, 2017 at 10:00 a.m.** in Courtroom 8C of United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA, 90012. The Final Approval Hearing may be continued to another date or time or moved to a different location without further notice. If you plan to attend the Final Approval Hearing, you should contact the Settlement Administrator to confirm the date, time and location.

**11. ADDITIONAL INFORMATION.**

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file of the United States District Court for the Central District of California on line at [www.pacer.gov](http://www.pacer.gov). You may also contact the settlement administrator as follows:

FIS Class Action Settlement  
c/o Simpluris, Inc.  
P.O. Box 26170, Santa Ana, CA 92799  
Telephone: 888-369-3780

You may also contact Class Counsel at the address and telephone number provided in Section 3 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

**PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE**

NOTICE  
Page 6 of 6  
FOR MORE INFORMATION CALL 1-888-369-3780