

**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA**

*Isbell v. Polaris, Inc.*

*Case No. No. 0:22-cv-01322-WMW-DJF*

<b>NOTICE OF COLLECTIVE ACTION SETTLEMENT</b>
---

**You are receiving this notice because you have been identified as eligible to receive a monetary share in the settlement described below.**

- You are receiving this Notice because you are a current or former employee of Polaris, Inc. (“Polaris”) who, according to Polaris’ records were employed at Polaris’ Huntsville, AL facility, sometime between May 17, 2019, to the present. The Court has authorized this notice. This is not a solicitation from a lawyer.
- This Notice pertains to settlement of the above-captioned Lawsuit, which alleged that Polaris’ employees were not paid for all hours worked, and as a result were denied overtime wages and/or straight time wages in violation of the federal Fair Labor Standards Act and/or state wage and hour law. A proposed settlement has been reached in this Lawsuit that affects your rights. The purpose of this Notice is to inform you of the settlement terms and your rights and options in connection with the Settlement.
- Plaintiff Leah Isbell brought this lawsuit under state law and the Fair Labor Standards Act (“FLSA”) against Polaris, Inc. on behalf of herself and other individuals employed by Polaris, Inc. at its Huntsville, AL, facility who were paid on an hourly basis. Plaintiff alleged that Polaris failed to appropriately compensate its hourly paid employees in Huntsville for all hours worked per workweek due to i) Defendant’s timekeeping and rounding practices in calculating weekly hours worked, and ii) the approximately two-month outage of the Kronos timekeeping system used by Polaris beginning in December 2021.
- Polaris denies these allegations and expressly denies any wrongdoing or any violation of state or federal law. Polaris maintains that it has always complied with all relevant laws, including the Fair Labor Standards Act and all state wage and hour laws, and that they have paid employees for all of their hours of work, consistent with Polaris’ policies that require all employees to accurately report all time worked.
- In order to avoid the expense and burdens of further litigation, the Parties have agreed to resolve their dispute with a settlement. The Court has now approved the settlement. You are receiving this Notice because you have been identified as eligible to participate in the settlement.
- This Notice provides you with information and instructions for participating in the settlement and recovering your share of the settlement finds. In order to participate in the settlement and receive your settlement share, you must return the enclosed Claim Form. The decision to participate in the lawsuit is yours alone, so please review this notice carefully.
- If you timely sign and return the Claim Form in compliance with the procedures in this Notice and thereby accept your payment by opting in and accepting the Release, you will receive a payment in exchange for your release of claims.

**YOUR LEGAL RIGHTS AND OPTIONS IN THIS LAWSUIT**

<p><b>SIGN AND RETURN A CLAIM FORM</b></p>	<p><b>Become an opt-in plaintiff. Receive a settlement check. Waive your right to sue for these issues.</b></p> <p>If you wish to participate in the settlement and receive your settlement share, you must timely sign and return the Claim Form enclosed with this notice. Alternatively, you may also submit your Claim Form via e-mail or online at <a href="mailto:PolarisSettlement@cptgroup.com">PolarisSettlement@cptgroup.com</a> or <a href="http://www.polarissettlement.com">www.polarissettlement.com</a>.</p> <p>By submitting the Claim Form, you become an “opt-in” Plaintiff eligible to participate in the settlement.</p> <p>In exchange, you will give up any rights to sue Polaris separately under state or federal law for claims that that relate to or arise under the facts alleged in this lawsuit.</p>
<p><b>DO NOTHING</b></p>	<p><b>By doing nothing, you will <u>not</u> be included in this settlement and you will <u>not</u> receive any share of the settlement.</b></p> <p>However, you keep any rights to sue Polaris separately about the same legal claims in this lawsuit. You should be aware that your time to bring such claims face applicable statutes of limitations.</p>

**1. Why did I get this notice?**

You are getting this notice because Polaris’s records show that you satisfy the following definition:

All individuals employed by Polaris, Inc. (“Defendant”), in its Huntsville, AL facility, at any time from May 17, 2019, to the present and who were paid on an hourly basis and who are identified in the data produced by Polaris to Plaintiff for purposes of facilitating settlement discussions.

**2. What is this lawsuit about?**

Plaintiff Leah Isbell filed a lawsuit against Polaris, Inc. on May 17, 2022 in the U.S. District Court for the District of Minnesota (the “Court”) captioned *Isbell v. Polaris, Inc.*, No. 0:22-cv-01322., in which she asserted claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* (“FLSA”) on behalf of herself and an FLSA collective arising out of Defendants’ alleged failure to appropriately compensate members of the collective for all hours worked per workweek due to i) Defendant’s timekeeping and rounding practices throughout the statutory period, and ii) the approximately two-month outage of the Kronos timekeeping system used by Defendant beginning in December 2021.

Plaintiff Isbell claims that due to Polaris’ timekeeping practices, she and other hourly employees at Defendant’s Huntsville, AL facility were not fully compensated for all hours worked.

Polaris denies the allegations and, absent settlement, was prepared to defend against the lawsuit.

The Court has not decided who is right. The Court has reviewed the settlement agreement and approved the settlement as fair and reasonable.

## The Settlement Terms

### 1. What is Polaris agreeing to pay?

Polaris has agreed to pay a total lump sum of \$1,390,000 to settle the state and federal claims in this case.

### 2. How will the money be allocated?

The total settlement amount will be allocated among the following components:

- Settlement payments to members of the collective who timely submit claims forms,
- A service payment of \$5,000 to Plaintiff Leah Isbell for bringing this action;
- A fee to Plaintiff's counsel for their time spent litigating this case, not to exceed 33.33% of the total settlement amount;
- A fee to the Settlement Administrator, which will be no greater than \$49,000; and
- Reimbursement to Plaintiff's counsel for costs and expenses incurred in prosecuting the case.

### 3. What is my share of the settlement?

If you participate in the settlement and submit a completed Claim Form, you will receive a settlement check for an estimated <<estAmount>>. This is a pro rata amount of the total settlement.

Your total amount is estimated based upon the number of weeks you worked for Polaris from May 17, 2019 to the present.

No individual who joins the case will receive less than \$50 total net.

### 4. Can Polaris and/or my current employer retaliate against me if I join the lawsuit?

No. It is a violation of federal law for Polaris or any employer to fire, discipline, or retaliate against you in any manner for taking part in this case.

### 5. What happens if I do not join?

If you do not join, you will not be entitled to share in any approved settlement. However, you should be aware that your time to bring overtime claims are subject to applicable statutes of limitations.

### 6. What happens if I timely return a signed Claim Form?

Enclosed is a Claim Form. By timely returning an executed Claim Form (either via U.S. Mail, email, or online at [www.PolarisSettlement.com](http://www.PolarisSettlement.com)), you will participate in the settlement and receive your share.

**If you wish to participate in the settlement, you must return the Claim Form by January 2, 2024**

Please keep this notice with your important papers for your review and reference. The Claim Form Join can be returned:

1. By U.S. mail. (If you received this notice by mail, a self-addressed and postage-paid envelope has been enclosed for your convenience.)
2. By e-mail to [polarisFLSAsettlement@cptgroup.com](mailto:polarisFLSAsettlement@cptgroup.com).
3. By visiting [www.polarisFLSAsettlement.com](http://www.polarisFLSAsettlement.com)

By returning the Claim Form, you agree to release all state or federal claims against Polaris, Inc. and any of its parent organizations, holding companies, predecessors, affiliates, subsidiaries, divisions, business units, joint venturers, and related companies and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, contractors, agents, representatives, attorneys, insurers, partners, investors, shareholders, and administrators, and any other related persons or entities (the "Releasees") from any and all claims, debts, penalties, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, costs and expenses, damages, actions or causes of action of whatever kind or nature, whether known or unknown, expressly limited to wage and hour claims under the federal Fair Labor Standards Act, and the laws of Alabama, or any other state, local or federal law, including, but not limited to, claims for alleged unpaid regular, minimum or overtime wages, alleged off-the-clock work, payment for all hours worked, miscalculation of wages, unreimbursed business expenses, or retaliation for complaining about wages or for asserting wage-related claims, and any damages, liquidated damages, penalties, interest, fees or costs derivative from those wage and hour claims available under any federal, state, or local law, that were or could have been alleged in the Lawsuit or that reasonably arise out of the acts alleged in the Lawsuit.

## **Additional Information**

### **7. What if I Have Questions About the Settlement?**

If you have questions about the settlement, please contact:

Kevin McDermott, Esq.  
SCOTT & WINTERS, LLC  
50 Public Square  
Suite 1900  
Cleveland, OH 44113  
Tel: (216) 912-2221, Ext. 2  
kmcdermott@ohiowagelawyers.com

Christopher Timmel, Esq.  
KLAFTER LESSER LLP  
2 International Drive  
Suite 350  
Rye Brook, NY 10573  
Tel: (914) 934-9200 x 312  
christopher.timmel@klafterlesser.com