SETTLEMENT AGREEMENT AND RELEASE

This Settlement and Release Agreement (the "Agreement") is entered into by and between the Named Plaintiff, Chanel McCree ("Collective Representative" or "Plaintiff"), on behalf of herself and all Collective Members and Putative Collective Members (collectively "Plaintiffs"), and Defendant Technical and Management Resources, Inc.¹ ("Defendant") (Defendant together with Plaintiffs, the "Parties"), subject to approval by the Court.

WHEREAS, Plaintiff filed a Class and Collective Action Complaint ("Complaint") in the United States District Court for the Eastern District of Virginia, docketed at Case No: 1:23-cv-318-RDA-LRV ("Litigation"), asserting claims against Defendant for violations of the Fair Labor Standards Act ("FLSA"), Maryland Wage and Hour Law ("MWHL") and Maryland Wage Payment and Collection Law ("MWPCL") for allegedly requiring Plaintiffs to work off the clock and purportedly failing to pay Plaintiffs for mandatory training time.

WHEREAS, Defendant denies Plaintiffs' allegations in the Litigation and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action asserted in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever, Defendant has agreed to settle the Litigation on a collective-wide basis pursuant to the terms and conditions set forth in this Agreement, to avoid the burden, expense, and uncertainty of continuing the Litigation; and

WHEREAS, counsel for Plaintiffs ("Class Counsel") has analyzed and evaluated the merits of the claims made against Defendant in the Litigation, the impact of this Agreement on the Plaintiffs, and based upon an analysis and evaluation of a number of factors, as well as recognizing the substantial risks of continued litigation, Class Counsel is satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate, and that this Agreement is in the best interest of all Plaintiffs.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Litigation on the following terms and conditions.

DEFINITIONS

1. As used in this Settlement Agreement, the following terms shall have the following meanings:

a. "Notice Period" means the time period of sixty (60) days commencing on the date when the Settlement Notices are mailed.

b. "Class Counsel" or "Plaintiffs' Counsel" means Brown, LLC.

¹ As disclosed in Defendant's Rule 7.1 Disclosure Statement filed on October 11, 2023, Technical and Management Resources, Inc. changed its name to The One 23 Group Inc. and all references to Defendant herein shall incorporate both names of the entity.

c. "Putative Collective Member(s)" means all One Hundred and Six (106) individuals reflected on Exhibit B who will receive Settlement Notice and have the opportunity to opt-in to the Collective.

d. "Collective Member(s)" means the Named Plaintiff and all Putative Collective Members who submit timely, valid Claim Forms in accordance with this Settlement Agreement.

e. "Settlement Notice" means the Notice of Proposed Settlement to be sent to the Plaintiff and Putative Collective Members, pursuant to the terms of the Court's Approval Order. The Settlement Notice shall be in the form attached as Exhibit A to this Settlement Agreement.

f. "Effective Date" means the date of approval of this Settlement Agreement by the Court (the "Approval Order").

g. "Gross Settlement Amount" means Four Hundred Seventy-Five Thousand Dollars (\$475,000.00), which is the maximum amount that Defendant has agreed to pay to fully resolve and settle this Litigation. If Putative Collective Members do not opt in and fail to join the settlement, the Gross Settlement Amount shall be reduced by the Settlement Award for all Putative Collective Members that do not opt in and any remaining amounts after the time for making claims is over will remain in the possession of Defendant.

h. "Released Parties" means (i) Defendant; (ii) any subsidiary, parent company, affiliated entity, related entity, successor, assign, or division of Defendant; and (iii) any current or former officer, director, owner, agent, representative, employee or shareholder of an entity referenced in this paragraph.

i. "Settled Claims" means any and all state, local or federal claims, obligations, demands, actions, rights, causes of action, and liabilities for alleged wages, compensation, liquidated or other damages, losses, unpaid costs, penalties (including late payment penalties), premium pay, interest, attorneys' fees, litigation costs, expenses, restitution or other compensation, and relief arising under the FLSA, the Maryland Wage and Hour Law, Maryland Wage Payment and Collection Law, Maryland common law, or any other law applicable to the payment of wages, overtime or compensation, whether known or unknown, which were asserted, or could have been asserted against the Released Parties (and their agents, successors, assigns, heirs, executors or administrators).

j. "Service Award" means the additional payment to be made to Plaintiff who attended the settlement conference remotely and was integral to the resolution of this Litigation.

k. "Settlement Administrator" means ILYM Group, Inc.

- "Settlement Agreement" means this Agreement and all Exhibits attached to
- it.

1.

m. "Settlement Award" means the gross payment that each Plaintiff shall be entitled to receive pursuant to the terms of the Settlement Agreement.

2. <u>Release</u>. It is hereby agreed, by and between the Plaintiffs and Defendant, through their counsel of record and Collective Representative, and subject to the approval of the Court, in consideration of the benefits inuring to the Parties hereto, that upon entry of a final order approving this Settlement:

The Named Plaintiff and each Plaintiff who postmarks and/or electronically submits a valid executed Claim Form during the Notice Period shall be deemed to have released and discharged the Released Parties from any and all Settled Claims and shall acknowledge such release on the Claim Form.

3. <u>Certification of a Collective Action Class</u>. Within five (5) business days after the execution of this Agreement, and at the same time that the Parties seek Court approval of this settlement, the Parties will stipulate to the certification of the Collective Action Class under the FLSA as to all full-time, hourly-paid TMR Help Desk Specialists who worked on a United States Department of Agriculture contract at any point from July 26, 2021 through May 17, 2023. The stipulation of these certifications and claims is made explicitly and exclusively for settlement purposes only. Should, for whatever reason, the settlement or this Agreement not become final, the fact that the Parties were willing to stipulate to these matters and the substance, terms and other conditions contained herein, shall not be admissible into evidence for any purpose whatsoever, it being understood that such negotiations constitute an offer to compromise and are for settlement purposes only.

Settlement Notice and Opt-In Process. Within fifteen (15) calendar days of the 4. Court's approval of the settlement, Defendant will send a list of Putative Collective Members to the Settlement Administrator ("Class List"). The Class List will consist of legal names, last known addresses, and last known email addresses for all Putative Collective Members. Within fifteen (15) calendar days of the receipt of the Class List, Class Counsel, through the use of a Settlement Administrator, will send the Settlement Notice to all Putative Collective Members via mail and email. Class Counsel, through the Settlement Administrator, will also provide each Putative Collective Member with a Claim Form by which each Putative Collective Member will opt into this settlement. The Settlement Notice and Claim Form will identify to each Putative Collective Members the exact sum that the individual would receive in exchange for submitting the Claim Form to the Settlement Administrator. Thirty (30) days after the Settlement Notice is sent to all Putative Collective Members, the Settlement Administrator will re-send the Settlement Notice as a reminder to all Putative Collective Members via mail and email. The Putative Collective Members will have sixty (60) days from the date the Settlement Notice and Claim Form are mailed to return a signed Claim Form by mail, email, or fax, and/or by submitting a Claim Form electronically through a secured website (which the Settlement Administrator shall establish) and opt into the Litigation and the settlement thereof.

5. <u>Payments</u>. Subject to the Court approval and for purposes of effectuating this Settlement Agreement, the following amounts shall be paid from the Gross Settlement Amount:

a. <u>Attorneys' Fees and Costs</u>.

(i) Subject to the Court's approval upon consideration of Class Counsel's request for approval of attorneys' fees and costs within the Joint Motion for Preliminary Approval of the Settlement, Class Counsel's attorneys' fees shall be One Hundred Fifty Eight Thousand And Three Hundred Thirty Three Dollars And Thirty Three Cents (\$158,333.33), plus Seven Thousand Three Hundred Sixty Five Dollars and Eighty Four Cents (\$7,365.84) for litigation costs, and Seven Thousand Six Hundred Dollars (\$7,600.00) for administration costs which will compensate Class Counsel for work already performed in this Litigation, as well as all of the work remaining to be performed in this Litigation, including, but not limited to, drafting all settlement documents, documenting the Settlement, securing Court approval of the Settlement, making sure that the Settlement is fairly administered and implemented, and obtaining final dismissal of the Litigation.

(ii) The Defendant will pay Class Counsel pursuant to the Court's Order approving Attorneys' Fees and Costs within thirty (30) business days of approval by the Court.

(iii) The attorneys' fees and costs paid by Defendant pursuant to this Agreement shall constitute full satisfaction of Defendant's obligations to pay amounts to any person, attorney or law firm for attorneys' fees or costs in this Litigation on behalf of any Plaintiff and Putative Collective Member, and shall relieve Defendant from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled.

Service Award. The Joint Motion for Preliminary Settlement Approval will b. contain a request for a service award for Chanel McCree who actively participated in this litigation and was integral to the resolution of the Settled Claims. Ms. McCree participated in the mediation remotely and was otherwise integral to the resolution of this Litigation. The Service Award requested will be \$5,000.00. In exchange for the service award, Ms. McCree agrees to the following general release: As of the Effective Date, in consideration for the promises set forth in this Agreement, including her receipt of the Service Award payment, Ms. McCree, individually and on behalf of her successors, assigns, agents, executors, heirs, and personal representatives, hereby fully releases, acquits, and forever discharges Defendant and each of its predecessors, successors and assigns, parent corporations, subsidiary corporations, affiliated corporations, and the officers, directors, shareholders, partners, employees, attorneys and agents, past and present, of each of the aforesaid entities of and from any and all claims, liabilities, causes of action, damages, costs, attorneys' fees, expenses, and compensation whatsoever, of whatever kind or nature, in law, equity or otherwise, whether known or unknown, vested or contingent, suspected or unsuspected, that Ms. McCree may now have, has ever had, or hereafter may have relating directly or indirectly to the allegations in the Litigation. Ms. McCree also releases any and all claims occurring between March 22, 2022 through the date of the final approval order, and specifically waives and releases all claims, including, but not limited to, those arising under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991; the Equal Pay Act; the Americans With Disabilities Act of 1990; the Rehabilitation Act of 1973, as amended; the Age Discrimination in Employment Act, as amended (ADEA); Sections 1981 through 1988 of Title 42

of the United States Code, as amended; the Immigration Reform and Control Act, as amended; the Workers Adjustment and Retraining Notification Act, as amended; the Occupational Safety and Health Act, as amended; the Sarbanes-Oxley Act of 2002; the Consolidated Omnibus Budget Reconciliation Act (COBRA); the Employee Retirement Income Security Act of 1974, as amended (ERISA); the National Labor Relations Act (NLRA); any claim under Title 20 of the State Government Article of the Maryland Annotated Code, applicable county and local law, and any other law prohibiting employment discrimination, or any claim of breach of contract (express or implied), wrongful or constructive discharge, or any other tort or statutory claim of whatever kind, and all claims which relate in any way to Ms. McCree's employment and/or separation of employment with Defendant or any of the Released Parties.

c. <u>Settlement Awards</u>.

i. The Settlement Awards attributable to each Collective Member will be based on the dates of employment and pay rates of each individual. The amount attributable to each Collective Member is attached hereto in Exhibit B. If any Putative Collective Members do not opt in and fail to join the settlement, the Gross Settlement Amount shall be reduced by the Settlement Award for all Putative Collective Members that do not opt in.

ii. All Settlement Awards shall be paid by the Defendant to the Settlement Administrator within thirty (30) days of the close of the opt-in period. The Settlement Administrator shall issue payments of the Settlement Awards within fifteen (15) days of the receipt of these funds from Defendant.

iii. The Parties agree that 50% of each Settlement Award shall be treated as back wages paid by Defendant. Defendant will process this wage portion of the Settlement Award through its payroll service, withholding required amounts for federal and applicable state income and employment tax, FICA and FUTA. The remaining 50% of each Settlement Award shall be paid by separate check, treated as non-wage damages to be reported to the Plaintiffs on an IRS Form 1099, and shall not be subject to FICA and FUTA withholding taxes. If approved, the Service Award will be treated as non-wage damages, to be reported to the Service Award recipients on an IRS Form 1099 and shall not be subject to FICA and FUTA withholding taxes. The Settlement Administrator shall prepare all IRS Form 1099s and IRS Form W-2s for each Collective Member.

Plaintiffs agree and acknowledge that they shall be solely responsible for all taxes, assessments, interest, and penalties determined to be due by any federal, state or local government, agency or any other tax authority, court or tribunal, in connection with any payment or payments made directly to them pursuant to this Agreement, including, but not limited to, any federal, state, and local withholding taxes, and Social Security taxes.

iv. All checks for Settlement Awards shall remain valid and negotiable for one hundred twenty (120) days from the date of their issuance and may thereafter automatically be canceled if not cashed within that time, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. 6. <u>No Claim Based Upon Distributions or Payments in Accordance with this</u> <u>Settlement Agreement</u>. No person shall have any claim against Defendant, any of the Released Parties or Defendant's Counsel based on distributions or payments made in accordance with this Settlement Agreement.

7. <u>Remaining Monies</u>. The Parties agree that if, at the conclusion of the one hundred and twenty (120)-day check void period, if there are any monies not distributed or claimed by Collective Members, those monies shall revert back to Defendant.

8. <u>Dispute Resolution</u>. Except as otherwise set forth herein, all disputes concerning the administration, interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with this Settlement Agreement shall be resolved as follows:

a. If a Party at any time believes that another Party has breached or acted contrary to the Settlement Agreement, that Party shall notify the other Party in writing of the alleged violation, and such notification must be made within ten (10) days that the notifying Party knew or should have known of the alleged violation.

b. Upon receiving notice of the alleged violation or dispute, the responding Party shall have ten (10) days to correct the alleged violation and/or respond to the initiating Party with the reasons why the Party disputes all or part of the allegation.

c. If the response does not address the alleged violation to the initiating Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their differences.

d. If the Parties are unable to resolve their differences after the meet and confer process set forth above, either Party may file an appropriate motion for enforcement with the Court.

9. Effect of Disapproval of Settlement. In the event that the Court fails to approve the Settlement and/or this Agreement, the Parties (a) will attempt in good faith to renegotiate the Settlement for the purpose of obtaining Court approval of a renegotiated Settlement and Agreement with the intent to submit at least one (1) renegotiated settlement to the Court, provided, however, the Parties agree that any renegotiated settlement will not alter the Gross Settlement Amount; and (b) either or both Parties may seek reconsideration or appellate review of the decision denying approval of the Settlement or Agreement. In the event reconsideration and/or appellate review is denied, or the Parties' mutually agreed-upon settlement modification(s) is not approved, and the Parties decide to forego further negotiation of a settlement, the Litigation will proceed as if no settlement had been attempted nor stipulation with respect to certification of the putative Collective Action Class. In that event, nothing in the Settlement or Agreement may be used by or against any Party under Rule 408 of the Federal Rules of Evidence.

10. <u>Various Proceedings Stayed</u>. The Parties agree to stay all proceedings in the Litigation, except such proceedings as may be necessary to implement and complete the Settlement Agreement.

11. <u>No Admission of Liability</u>. This Settlement Agreement and all related documents are not and shall not be construed as an admission by Defendant of any fault or liability or wrongdoing.

12. <u>Amendment or Waiver Only in Writing</u>. Subject to Court approval, this Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest. No rights hereunder may be waived except in writing.

13. <u>Complete Agreement</u>. This Settlement Agreement and attached exhibits set forth the complete agreement between the Parties relating to the Settlement, and any and all payments or obligations owed by Defendant to the Plaintiff, Collective Members, Class Counsel, or anyone else in connection with this Litigation.

14. <u>Non Disparagement</u>. The parties agree that, as a condition of this settlement, Plaintiff Chanel McCree and Linda Carr, on behalf of Defendant, shall not disparage each other.

15. <u>Authorization to Execute Agreement and Effectuate Settlement and Agreement to</u> <u>Cooperate</u>. Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement, and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement Agreement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Court to resolve such disagreement.

16. <u>Binding Upon Successors and Assigns</u>. This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties.

17. <u>Governing Law</u>. All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Virginia.

18. <u>Counterparts</u>. This Settlement Agreement may be executed in one or more counterparts, and by facsimile or email. All executed copies of this Settlement Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect, and shall be as legally binding and enforceable as the original.

19. <u>Exhibits</u>. The terms of this Settlement Agreement include the terms set forth in the attached exhibits, which are incorporated by this reference as though fully set forth herein. The exhibits to this Settlement Agreement are an integral part of the Settlement Agreement. Unless

specifically provided otherwise in the exhibits to this Settlement Agreement, in the event of any conflict between the Settlement Agreement and the exhibits, the terms of the Settlement Agreement shall control.

20. <u>Construction</u>. The Parties believe the terms of the settlement as set forth in this Settlement Agreement are a fair, adequate and reasonable settlement of this Class and Collective Action and have arrived at this Settlement Agreement in arms-length negotiations, taking into account all relevant factors. This Settlement Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall not be construed against any of the Parties.

21. <u>Retention of Jurisdiction</u>. The lawsuit will be dismissed upon Court approval of the settlement, and the Parties will request that the Court retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement, and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement, and all orders and judgments entered in connection therewith.

22. <u>No Signature Required by Collective Members on Settlement Agreement</u>. Because the Putative Collective Members are numerous, it is impossible or impractical to have each one execute this Settlement Agreement. The Settlement Notice will advise all Plaintiffs of the binding nature of the release, and such shall have the same force and effect as if this Settlement Agreement were executed by each Plaintiff.

23. <u>Titles and Captions of No Force</u>. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions. Each term of this Settlement Agreement is contractual and not merely a recital.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of this 1^{s+} day of February 2024:

COLLECTIVE REPRESENTATIVE:

DEFENDANT:

Chanel McCree

1 2024 20-17 EST)

The One 23 Group Inc.

ACTIVE 692617568v1

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION

CHANEL MCCREE , individually and on behalf of all others similarly situated,	:
Plaintiff,	:
v.	:
TECHNICAL AND MANAGEMENT RESOURCES, INC.,	:
Defendant.	:

Civil Action No.: 1:23-cv-318-RDA-LRV

<u>[PROPOSED] NOTICE OF APPROVED FLSA SETTLEMENT WITH OPPORTUNITY</u> <u>TO JOIN</u>

TO: All full-time, hourly-paid Technical and Management Resources, Inc. ("TMR" or "Defendant")¹ Help Desk Specialists who worked on a United States Department of Agriculture contract at any point from July 26, 2021 through May 17, 2023.

RE: Right to Join FLSA Settlement to Recover Unpaid Overtime Wages by [DATE – 60] days from mailing] Deadline.

What Is This Lawsuit About?

- The Lawsuit is about whether TMR required Help Desk Specialists working on a United States Department of Agriculture contract to work off the clock and/or failed to pay these Help Desk Specialists for mandatory training time.
- Defendant denies Plaintiff's claims in their entirety and asserts that at all relevant times it
 properly compensated all Help Desk Specialists working on a United States Department of
 Agriculture contract. As a result, Defendant denies that it owes anything to the Plaintiff or
 any other current or former employees.
- The Court has neither expressed an opinion regarding the merits of Plaintiff's claims nor has it determined that Defendant is liable to any Plaintiff or Collective Member. Rather, this notice is the result of a compromise to resolve any potential dispute against Defendant without the need for further litigation.

¹ Technical and Management Resources, Inc. recently changed its name to The One 23 Group Inc. and references to TMR or Defendant herein shall incorporate both names of the entity.

Why Did I Get This Notice?

- According to Defendant's records, you worked as a Help Desk Specialist assigned to a United States Department of Agriculture contract during the time period referenced above.
- You are receiving this Notice because the Court permitted Plaintiffs to send this Notice to all Collective Members. This includes you. The purpose of this Notice is to inform you and other Collective Members of your right to participate in the Collective Action Settlement, how to join the Collective Action Settlement, and how your rights may be affected by this settlement.

What Happens If I Join the Collective Action Settlement?

- If you exercise your right to join this settlement your interests will be represented by the attorneys for Plaintiffs at Brown, LLC. This law firm is called "Class Counsel" in the context of this case. The law firm's attorneys are experienced in handling similar cases against other employers. More information about this law firm, their practice, and their lawyers' experience is available at <u>Results Brown, LLC (ifightforyourrights.com)</u>.
- Once you participate, you will receive the settlement amount set forth in the attached Claim Form. In addition, you will also be bound by the release of claims set forth in the Claim Form.
- The FLSA <u>prohibits</u> Defendant from discharging you or taking any other adverse employment action against you because you are participating in a lawsuit against it.

How Do I Join the Collective Action Settlement?

To participate, you must fill out and send the enclosed Claim Form to the Settlement Administrator, postmarked or electronically submitted no later than [DATE – 60 days from mailing]. You may email, fax, or mail the signed Claim Form to the Settlement Administrator (whose mailing information is below and on the prepaid return envelope included with this Notice) or submit a Claim Form through the following website:

INSERT SETTLEMENT ADMINISTRATOR INFO

Please do not contact the Court or the Court Clerk's office with questions about this lawsuit. Any questions may be directed to Class Counsel Brown, LLC by phone at (877) 561-0000 and by email at flsagroup@jtblawgroup.com, or the Settlement Administrator.

THIS NOTICE AND ITS CONTENTS HAVE BEEN AUTHORIZED BY THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF VIRGINIA ALEXANDRIA DIVISION

CHANEL MCCREE , individually and on behalf of all others similarly situated,	:
Plaintiff,	:
v.	:
TECHNICAL AND MANAGEMENT RESOURCES, INC.,	
Defendant.	:

Civil Action No.: 1:23-cv-318-RDA-LRV

CLAIM FORM

I, [NAME] received the Notice of Approved FLSA Settlement and Opportunity to Join in the abovecaptioned lawsuit against Technical and Management Resources, Inc., which informed me that I will receive a payment of \$<<u>AMOUNT>></u> if I return this Claim Form by INSERT DATE. By my signature below, I indicated that I wish to take part in the Collective Action Settlement. By signing and returning this form, I further agree to the following general release:

For and in consideration of the undertakings assumed and promises made pursuant to the Settlement Agreement executed in the above-captioned lawsuit, the undersigned Collective Action Class Member, for him/herself, his/her representatives, heirs, assigns, and/or any other person or entity claiming by, through, or under them, hereby forever waive, release, discharge, and covenant not to sue, completely, finally, and absolutely, Technical and Management Resources, Inc., as well as all of their direct and indirect corporate parents, subsidiaries, affiliates, divisions, and its and their respective officers, directors, owners, partners, shareholders, founders, members, executors, administrators, beneficiaries, heirs, trustees, representatives, employees, assigns, agents, attorneys, consultants, and successors, to the extent they exist ("Releasees") from any and all asserted and unasserted claims, controversies, actions, causes of action, demands, debts, liens, contracts, agreements, promises, representations, torts, rights, costs, damages, losses, obligations, judgments, or liabilities of any nature at law or in equity, past or present, whether or not now or heretofore known, suspected, or claimed, for alleged unpaid wages, minimum wage violations, and overtime wage violations including those claims asserted in the Complaint or that could have been asserted in the Complaint that occurred before the date on which the undersigned execute this Agreement. Notwithstanding the foregoing, nothing herein shall prevent the undersigned from cooperating in any investigations or proceedings conducted by the National Labor Relations Board, Equal Employment Opportunity Commission, Department of Labor, or any similar agency tasked with investigating allegations of employment discrimination or other misconduct; however, the undersigned waives any rights he/she may have to recover money damages, other compensation, or other personal relief resulting from any such investigation or proceeding and, consistent herewith, are precluded from doing so. The undersigned agrees to withdraw, with prejudice, all complaints, suits, actions, charges, claims and/or proceedings that he/she may have filed in any court, tribunal, or administrative agency whatsoever against the Releasees, including the Lawsuit, and covenant not to file any complaints, suits, actions, charges, claims and/or proceedings against the Releases for the matters released herein. The Parties will take all steps necessary to give effect to this paragraph.

Signature:

Date:

Print Name (*Please print your name legibly*)

	Percentage	
Employee	of	Total Portion
Number	Settlement	of Settlement
NAME001	1.53%	\$4,546.73
NAME002	1.22%	\$3,630.28
NAME003	0.10%	\$297.63
NAME004	0.42%	\$1,239.73
NAME005	0.19%	\$571.15
NAME006	0.15%	\$436.35
NAME007	1.67%	\$4,966.57
NAME008	2.01%	\$5,949.06
NAME009	2.32%	\$6,885.05
NAME010	0.19%	\$551.17
NAME011	2.01%	\$5,960.26
NAME012	1.23%	\$3,636.70
NAME013	0.43%	\$1,274.26
NAME014	0.94%	\$2,796.65
NAME015	0.94%	\$2,780.81
NAME016	0.18%	\$538.61
NAME017	2.18%	\$6,459.51
NAME018	1.89%	\$5,617.05
NAME019	1.14%	\$3,368.78
NAME020	1.72%	\$5,095.73
NAME021	0.42%	\$1,239.73
NAME022	2.09%	\$6,192.12
NAME023	2.45%	\$7,277.32
NAME024	0.15%	\$436.35
NAME025	2.39%	\$7,102.67
NAME026	0.80%	\$2,364.11
NAME027	2.30%	\$6,826.19
NAME028	0.25%	\$750.54
NAME029	2.58%	\$7,648.30
NAME030	1.89%	\$5,598.18
NAME031	1.76%	\$5,235.01
NAME032	1.11%	\$3,283.49
NAME033	0.25%	\$750.54
NAME034	2.00%	\$5,945.02
NAME035	2.70%	\$8,006.49
NAME036	2.02%	\$5,988.89

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NAME037	1.14%	\$3,368.83
NAME038	1.79%	\$5,311.14
NAME039	0.27%	\$803.95
NAME040	0.82%	\$2,432.17
NAME041	2.31%	\$6,841.67
NAME042	1.97%	\$5,831.13
NAME043	0.27%	\$795.91
NAME044	2.01%	\$5,968.82
NAME045	2.03%	\$6,012.53
NAME046	0.82%	\$2,421.77
NAME047	0.18%	\$538.27
NAME048	2.11%	\$6,258.81
NAME049	3.50%	\$10,391.60
NAME050	2.45%	\$7,260.11
NAME051	1.05%	\$3,110.38
NAME052	2.43%	\$7,224.13
NAME053	2.44%	\$7,232.32
NAME054	2.18%	\$6,461.96
NAME055	0.56%	\$1,665.80
NAME056	0.14%	\$420.97
NAME057	0.02%	\$68.89
NAME058	1.02%	\$3,028.98
NAME059	0.13%	\$385.82
NAME060	0.13%	\$374.79
NAME061	0.19%	\$562.19
NAME062	0.81%	\$2,403.09
NAME063	0.19%	\$573.21
NAME064	0.09%	\$264.56
NAME065	0.01%	\$33.07
NAME066	0.80%	\$2,363.93
NAME067	0.03%	\$92.98
NAME068	0.06%	\$165.35
NAME069	0.45%	\$1,320.39
NAME070	0.08%	\$231.49
NAME071	0.78%	\$2,303.88
NAME072	1.16%	\$3,429.92
NAME073	0.06%	\$187.40
NAME074	1.00%	\$2,976.30
NAME075	0.09%	\$266.16

1	1	1
NAME076	0.03%	\$88.19
NAME077	0.24%	\$723.34
NAME078	0.06%	\$165.35
NAME079	0.55%	\$1,631.45
NAME080	0.97%	\$2,877.09
NAME081	0.40%	\$1,201.54
NAME082	0.02%	\$73.96
NAME083	0.10%	\$302.37
NAME084	0.18%	\$531.43
NAME085	0.07%	\$199.56
NAME086	0.01%	\$22.05
NAME087	0.59%	\$1,744.35
NAME088		
(McCree)	0.40%	\$1,186.78
NAME089	0.41%	\$1,202.71
NAME090	0.56%	\$1,650.35
NAME091	0.63%	\$1,879.10
NAME092	0.33%	\$985.14
NAME093	0.15%	\$440.90
NAME094	0.62%	\$1,851.32
NAME095	0.62%	\$1,832.40
NAME096	1.58%	\$4,698.79
NAME097	0.56%	\$1,660.49
NAME098	1.94%	\$5,754.92
NAME099	0.02%	\$66.14
NAME100	0.51%	\$1,518.89
NAME101	0.04%	\$107.94
NAME102	0.02%	\$57.41
NAME103	0.80%	\$2,362.22
NAME104	0.31%	\$908.59
NAME105	1.12%	\$3,313.36
NAME106	1.02%	\$3,031.00
	100.00%	\$296,700.83