

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

BRANDON CRAIG,
*individually and on behalf of others
similarly situated,*

Plaintiffs,

v.

RED OAK SANITATION, LLC, RED
OAK SANITATION, INC., SHERYL
LYNN LUCE, and ANTHONY J.
GRUTADAURIO,

DEFENDANTS.

CIVIL ACTION NO.

2:24-cv-00212-RWS

COLLECTIVE ACTION SETTLEMENT AGREEMENT AND RELEASE

Subject to its terms and conditions and the approval of the Court, this Collective Action Settlement Agreement and Release (“SETTLEMENT AGREEMENT”) reflecting the terms of the PARTIES’ collective-wide settlement is made and entered into by PLAINTIFF Brandon Craig (“PLAINTIFF”), on behalf of himself and current OPT-IN PLAINTIFFS¹ (collectively “PLAINTIFFS”), and the putative collective action members (“PUTATIVE COLLECTIVE MEMBERS”), DEFENDANTS Red Oak Sanitation, LLC, Red Oak Sanitation, Inc., Sheryl Lynn

¹ The “OPT-IN PLAINTIFFS” are James Hardison, Michael Dorry, Cody Adams, Wesley Sexton, and Angelo Margino.

Luce, and Anthony J. Grutadaurio (“DEFENDANTS”) (collectively, PLAINTIFF, OPT-IN PLAINTIFFS and DEFENDANTS are the “PARTIES”), and their respective counsel of record.²

I.
RECITALS AND BACKGROUND

1. On September 17, 2024, PLAINTIFF Brandon Craig filed his complaint against DEFENDANTS Red Oak Sanitation, LLC, Red Oak Sanitation, Inc., Sheryl Lynn Luce, Marlon Walter Luce, and Anthony J. Grutadaurio alleging a putative collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) on behalf of:

All persons who perform(ed) waste collection work for DEFENDANTS as non-exempt day rate or salaried employees, including, but not limited to, all Drivers, Helpers, laborers, and/or other similar job titles or designations out of any office in the United States at any time within three (3) years of filing this Collective Complaint or who are currently employed by DEFENDANTS.

(Dkt. 1) (the “LITIGATION”).³ Specifically, PLAINTIFF alleges that DEFENDANTS failed to pay Drivers and Helpers overtime wages in compliance with the purported day rates and that alleged overtime wages were improperly “baked in” to the PLAINTIFF’S and the putative collective members’ paystubs, and as such, DEFENDANTS failed to pay the correct regular rate and overtime pay.

2. On April 28, 2025, PLAINTIFF filed an Amended Complaint, defining the putative collective as:

All persons who were compensated using Red Oak’s day rate pay structure in place before January 31, 2025 and perform(ed) waste collection work for Defendants as non-exempt day rate or salaried employees, including, but not limited to, all Drivers, Helpers, and/or other similar job titles or designations out of any office in the United States at any time within three (3) years of the filing this Collective Complaint or who are currently employed by Defendants.

(Dkt. 20).

² Terms that appear in all caps shall have the meaning assigned to them in this SETTLEMENT AGREEMENT.

³ Marlon Walter Luce subsequently passed away and was dismissed from the LITIGATION. (Dkt. 16).

3. Since filing the complaint, Opt-in Plaintiffs James Hardison, Michael Dorry, Cody Adams, Wesley Sexton, and Angelo Margino have filed Consent to Join Lawsuit forms in this action to join as Opt-In Plaintiffs. (Dkts. 1, 5, 15, 17).

4. The PARTIES agreed to stay this action before an answer or other responsive pleading was filed for purposes of gathering time and pay records and exploring a resolution.

PARTIES' STATEMENTS AND RECOGNITION OF THE BENEFITS OF SETTLEMENT

5. On March 26, 2025, the PARTIES engaged in an all-day mediation session under the direction of experienced wage and hour mediator Dennis Clifford. The PARTIES' mediation efforts culminated in a settlement and a Proposed Settlement Term Sheet that ultimately resulted in this SETTLEMENT AGREEMENT.

6. It is the desire and intention of the PARTIES that this SETTLEMENT AGREEMENT shall, for the RELEASING PERSONS, fully, finally, and forever completely settle, compromise, release, and discharge RELEASED PERSONS from all RELEASED CLAIMS as defined in Section VII, *infra*.

7. PLAINTIFFS' COUNSEL conducted a thorough investigation of the claims asserted against DEFENDANTS in the LITIGATION and/or that relate to or could have arisen out of the same facts alleged in the LITIGATION. Based on their independent investigation and evaluation, PLAINTIFFS' COUNSEL believes that the settlement with DEFENDANTS in the LITIGATION for the consideration of and on the terms set forth in this SETTLEMENT AGREEMENT is fair, reasonable, and adequate, and is in the best interest of PLAINTIFFS in light of all known facts and circumstances, including the risk of delay, defenses asserted by DEFENDANTS, and numerous potential certification and appellate issues in the LITIGATION.

8. RELEASED PERSONS expressly deny any liability or wrongdoing of any kind associated with any and all past and present matters, disputes, claims, demands, and causes of

action of any kind whatsoever in the LITIGATION. RELEASED PERSONS contend they have complied with federal and state laws at all times. By entering into the SETTLEMENT AGREEMENT, the RELEASED PERSONS do not admit any liability or wrongdoing and expressly deny the same. It is expressly understood and agreed by the PARTIES that the SETTLEMENT AGREEMENT is being entered into by DEFENDANTS solely for the purpose of avoiding the cost and disruption of ongoing litigation and resolving the claims asserted in the LITIGATION on the terms set forth herein. Nothing in the SETTLEMENT AGREEMENT, the Proposed Settlement Term Sheet exchanged and agreed by the PARTIES, or any motions filed or Orders entered pursuant to the SETTLEMENT AGREEMENT, may be construed or deemed as an admission by the RELEASED PERSONS of any liability, culpability, negligence, or wrongdoing, and the SETTLEMENT AGREEMENT, each of its provisions, its execution, and its implementation, including any motions filed or Orders entered, shall not in any respect be construed as, offered, or deemed admissible as evidence, or referred to in any arbitration or legal proceedings for any purpose, except in an action or proceeding to approve, interpret, or enforce the SETTLEMENT AGREEMENT. Furthermore, neither the SETTLEMENT AGREEMENT, any motions filed, settlement offers and/or proposals, and information and/or documents exchanged by the PARTIES, or Orders entered pursuant to the SETTLEMENT AGREEMENT, shall constitute an admission, finding, or evidence that any requirement for representative litigation or conditional certification was satisfied in the LITIGATION or any other action, except for the limited settlement purposes pursuant to the terms of the SETTLEMENT AGREEMENT. This SETTLEMENT AGREEMENT shall automatically terminate if it is terminated pursuant to Section X, entitled "Termination of Settlement Agreement," in which event this SETTLEMENT

AGREEMENT shall not be offered, received, or construed as an admission of any kind as to liability, damages, whether any collective action is certifiable, or any other matter.

9. The PARTIES agree to cooperate and take all steps necessary and appropriate to obtain the COURT's approval of the terms of the SETTLEMENT AGREEMENT, to effectuate all aspects of the SETTLEMENT AGREEMENT, and to dismiss the LITIGATION with prejudice after post-approval administration and payment of settlement funds in accordance with the SETTLEMENT AGREEMENT and by operation of the SETTLEMENT AGREEMENT.

10. The PARTIES shall request that the COURT approve the SETTLEMENT AGREEMENT with respect to all actions and claims settled in this SETTLEMENT AGREEMENT.

11. This SETTLEMENT AGREEMENT is contingent upon the approval of the COURT and the satisfaction of the other terms set forth in this SETTLEMENT AGREEMENT. DEFENDANTS do not waive, and instead expressly reserve, their rights to all defenses and/or affirmative defenses for any purpose in the LITIGATION should the COURT not approve this SETTLEMENT AGREEMENT and/or enter an APPROVAL ORDER and/or a Court of Appeal reverses the APPROVAL ORDER or judgment, or a Court of Appeal reverses the APPROVAL ORDER or judgment.

II. **DEFINITIONS**

12. "APPEAL PERIOD" refers to a period of thirty (30) calendar days after the entry of the APPROVAL ORDER, during which a Notice of Appeal or any other method used to appeal the entry of the APPROVAL ORDER may be used.

13. "APPROVAL ORDER" refers to an order of the COURT: (i) asserting jurisdiction over the claims in the LITIGATION and the implementation and administration of this

SETTLEMENT AGREEMENT; (ii) granting approval of this SETTLEMENT AGREEMENT on the terms provided herein (or as the same may be modified by subsequent mutual agreement, in writing, of the PARTIES), adjudging the terms of the SETTLEMENT AGREEMENT to be fair, reasonable and adequate, and directing consummation of its terms and provisions; (iii) appointing Brandon Craig as the PLAINTIFF for the collective action; (iv) dismissing the LITIGATION on the merits and with prejudice; (v) retaining jurisdiction to enforce the SETTLEMENT AGREEMENT.

14. “CLAIM FORM AND RELEASE” refers to the document substantially in the form of Exhibit B attached hereto. The SETTLEMENT ADMINISTRATOR must receive a CLAIM FORM AND RELEASE executed by each OPT-IN PLAINTIFF and PUTATIVE COLLECTIVE MEMBER, on or before the RESPONSE DATE in order for the CLAIM FORM AND RELEASE to be considered timely and in order for that OPT-IN PLAINTIFF or PUTATIVE COLLECTIVE MEMBER to become a QUALIFIED COLLECTIVE MEMBER and receive a FINAL SETTLEMENT PAYMENT and release the RELEASED PERSONS from the RELEASED CLAIMS.

15. “COLLECTIVE PERIOD” refers to the relevant time period for this LITIGATION defined as October 2, 2021 through January 31, 2025.

16. “COURT” refers to the United States District Court for the Northern District of Georgia or any other court having jurisdiction of the LITIGATION at any subsequent stage.

17. “DEFENDANTS” means Red Oak Sanitation, LLC, Red Oak Sanitation, Inc., Sheryl Lynn Luce, and Anthony J. Grutadaurio. Sheryl Lynn Luce, and Anthony J. Grutadaurio will be dismissed with prejudice as part of the APPROVAL ORDER .

18. “FINAL EFFECTIVE DATE” and “FINAL” (as pertains to any Court order) refer to the first date after all of the following events and conditions have been met or have occurred: (i) the COURT has entered an APPROVAL ORDER and (ii) the APPEAL PERIOD in the LITIGATION has expired and no appeal has been filed. The PARTIES agree that the COURT shall retain jurisdiction to enforce the terms of this SETTLEMENT AGREEMENT unless specifically set forth otherwise herein.

19. “FINAL SETTLEMENT PAYMENT” refers to calculation set forth in Section IV entitled “Terms of Settlement.” FINAL SETTLEMENT PAYMENTS for PLAINTIFF, OPT-IN PLAINTIFFS, and QUALIFIED COLLECTIVE MEMBERS will be equal to and not exceed the amount stated in PLAINTIFF’S, each OPT-IN PLAINTIFFS’, and each QUALIFIED COLLECTIVE MEMBERS’ SETTLEMENT NOTICE.

20. “GENERAL RELEASE AGREEMENT” refers to the document substantially in the form of Exhibit C attached hereto. DEFENDANTS must receive a GENERAL RELEASE AGREEMENT executed by the PLAINTIFF and it must become effective pursuant to its terms for the PLAINTIFF to be eligible to receive any GENERAL RELEASE PAYMENT.

21. “GENERAL RELEASE PAYMENT” means the amount to be approved by the COURT for payment to PLAINTIFF in exchange for a general release of all claims beyond the claims released herein not to exceed the amount of \$15,000. The GENERAL RELEASE PAYMENT is included in the GROSS FUND, defined below.

22. The “GROSS FUND” is One Million Four Hundred Thousand Dollars and Zero Cents (\$1,400,000.00), assuming the number of PUTATIVE COLLECTIVE MEMBERS and work weeks is not materially different (no more than 5%) than the collective identified in the data provided by Red Oak Sanitation (“Red Oak”) prior to the mediation (i.e., 422 PUTATIVE

COLLECTIVE MEMBERS and 15,368 work weeks). If the number of PUTATIVE COLLECTIVE MEMBERS or workweeks is more than 5% of the collective identified in the data provided, Red Oak will proportionally increase the Gross Fund to address additional claimants and/or work weeks that exceed the 5% margin of error. The GROSS FUND represents the gross amount that DEFENDANTS would pay pursuant to this SETTLEMENT AGREEMENT, regardless of distribution, if PUTATIVE COLLECTIVE MEMBERS each received his or her full POTENTIAL SETTLEMENT PAYMENT, and is inclusive of FINAL SETTLEMENT PAYMENTS, PLAINTIFFS' COUNSEL'S FEES AND COSTS, and the GENERAL RELEASE PAYMENT.⁴ Any amounts that are not distributed to PLAINTIFF or QUALIFIED COLLECTIVE MEMBERS or pursuant to other categories of expenses shall be retained by DEFENDANTS. Moreover, any funds distributed to QUALIFIED COLLECTIVE MEMBERS that are unclaimed shall be retained by DEFENDANTS.

23. "LITIGATION" means the putative collective action complaint filed against DEFENDANTS in the case captioned *Brandon Craig v. Red Oak Sanitation, LLC, Red Oak Sanitation, Inc., Sheryl Lynn Luce, and Anthony J. Grutadaurio*, United States District Court for the Northern District of Georgia, Case No. 2:24-cv-00212-RWS.

24. "NET FUND" means the GROSS FUND minus PLAINTIFFS' COUNSEL'S FEES AND COSTS approved by the COURT and GENERAL RELEASE PAYMENTS. All federal, state, and local employee taxes will come from the NET FUND.

25. "OPT-IN PLAINTIFFS" refers to James Hardison, Michael Dorry, Cody Adams, Wesley Sexton, and Angelo Margino.

⁴ As set forth in Sections 50(e) and 75, if REVERSIONARY FUNDS are not sufficient to pay for DEFENDANTS' portion of taxes on FINAL SETTLEMENT PAYMENTS, including but not limited to all FICA, FUTA, and SUTA taxes on FINAL SETTLEMENT PAYMENTS or to pay for the flat fee for the SETTLEMENT ADMINISTRATOR, DEFENDANT will be required to pay additional amounts necessary to cover such amounts.

26. “PLAINTIFFS” refers to PLAINTIFF Brandon Craig and the OPT-IN PLAINTIFFS collectively.

27. “PARTIES” refers to PLAINTIFFS and DEFENDANTS in the LITIGATION and, in the singular, refers to any of them, as the context makes apparent.

28. “PLAINTIFF” means Brandon Craig.

29. “PLAINTIFFS’ COUNSEL” refers to J. Daniel Cole and Evan P. Drew of PARKS, CHESIN & WALBERT, P.C.

30. “PLAINTIFFS’ COUNSEL’S FEES AND COSTS” means the total amount of PLAINTIFFS’ COUNSEL’S attorneys’ fees, costs, and expenses to be approved by the COURT in connection with their representation of PLAINTIFFS in the LITIGATION. PLAINTIFFS’ COUNSEL’S FEES will not exceed a gross total of five hundred forty thousand dollars (\$560,000.00), plus reasonable costs and expenses of five thousand five hundred and eighty dollars (\$5,580.00). PLAINTIFFS’ COUNSEL’S FEES AND COSTS are to be paid from the GROSS FUND.

31. “POTENTIAL SETTLEMENT PAYMENT” refers to the portion of the NET FUND that each of PUTATIVE COLLECTIVE MEMBER is entitled to claim in accordance with the settlement terms outlined below and is inclusive of any federal, state or local employee taxes potentially due as a result of such payment, but is not actually due or owed to the PUTATIVE COLLECTIVE MEMBER unless and until they become a QUALIFIED COLLECTIVE MEMBER. “PUTATIVE COLLECTIVE MEMBERS” means current or former employees of DEFENDANT Red Oak Sanitation, LLC (“Red Oak”) who were compensated using Red Oak’s day rate pay structure in place during the COLLECTIVE PERIOD and perform(ed) waste collection work for Defendants as non-exempt day rate or salaried employees, including, but not

limited to, all Drivers, Helpers, and/or other similar job titles or designations out of any office in the United States. There are approximately 422 PUTATIVE COLLECTIVE MEMBERS covered by this Settlement Agreement.

32. “QUALIFIED COLLECTIVE MEMBERS” means all OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS who timely submit a CLAIM FORM AND RELEASE to the SETTLEMENT ADMINISTRATOR.

33. “QUALIFIED SETTLEMENT FUND” or “QSF” means the qualified settlement fund set up by the SETTLEMENT ADMINISTRATOR into which any portion of the GROSS FUND DEFENDANTS are due to fund under the terms of this SETTLEMENT AGREEMENT will be deposited.

34. “RELEASED CLAIMS” refers to the released claims set forth in Section VII.

35. “RELEASED PERSONS” refers to DEFENDANTS and as to DEFENDANT Red Oak Sanitation, LLC, all of its past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, direct equity holders, indirect equity holders, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by DEFENDANTS, divisions, units, and branches and as to DEFENDANTS Luce and Grutadaurio, their agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns, and as to all DEFENDANTS any other persons or entities acting on their behalf, and any person or entity that was or could have been named as a defendant in the LITIGATION.

36. “RELEASING PERSONS” means PLAINTIFF and QUALIFIED COLLECTIVE MEMBERS and as to each, his or her respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

37. The “RESPONSE DATE” is the latter of 1) sixty (60) calendar days after the day the SETTLEMENT ADMINISTRATOR postmarks the SETTLEMENT NOTICE and CLAIM FORM AND RELEASE, to OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS, 2) forty-five (45) days after the last re-mailing of a SETTLEMENT NOTICE, if such remailing(s) is necessary, or 3) twenty-eight (28) days after the last notice of a deficient CLAIM FORM AND RELEASE is issued by the SETTLEMENT ADMINISTRATOR as set forth in Paragraph 59 of this Agreement. The RESPONSE DATE is the date by which the SETTLEMENT ADMINISTRATOR must receive a fully completed CLAIM FORM AND RELEASE from each OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBER in order for that OPT-IN PLAINTIFF or PUTATIVE COLLECTIVE MEMBER to be a QUALIFIED COLLECTIVE MEMBER.

38. “SETTLEMENT ADMINISTRATOR” means Simpluris or any other firms or successors designated by the PARTIES and approved by the COURT to effectuate the settlement by distributing NOTICE, CLAIM FORM AND RELEASE, and FINAL SETTLEMENT PAYMENTS and any other tasks specified in this SETTLEMENT AGREEMENT and/or by order of the COURT.

39. “SETTLEMENT ADMINISTRATION COSTS” means all fees, costs, and expenses associated with the SETTLEMENT ADMINISTRATOR’S administration of this settlement of the LITIGATION, which shall be a flat fee.

40. “SETTLEMENT AGREEMENT” refers to this Settlement Agreement entered into by the PARTIES in the LITIGATION.

41. “SETTLEMENT NOTICE” refers to the notice substantially in the form of Exhibit A to be directed to OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS in the LITIGATION. The purpose of the SETTLEMENT NOTICE is to inform OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS about the SETTLEMENT AGREEMENT and settlement of the LITIGATION, and their opportunity to participate in the settlement and become QUALIFIED COLLECTIVE MEMBERS.

42. “WEEKLY VALUE AMOUNT” refers to the dollar value assigned to a single work week, calculated by dividing the NET FUND by the total number of workweeks worked by all PLAINTIFFS, or 15,368 workweeks.

III. TERMS OF THE GROSS FUND

43. DEFENDANTS will pay 70% of the GROSS FUND, or \$980,000 of the \$1,400,000 GROSS FUND, to the SETTLEMENT ADMINISTRATOR on or before ten (10) calendar days after the FINAL EFFECTIVE DATE.

44. Within twenty (20) days after the RESPONSE DATE and provision by the SETTLEMENT ADMINISTRATOR to DEFENDANTS of the remaining amounts due based upon the QUALIFIED COLLECTIVE MEMBERS participation, DEFENDANTS will fund the remaining amount of the GROSS FUND necessary to make all required payments, if any.

45. DEFENDANTS’ payment into the GROSS FUND funds shall be deposited and maintained in a QUALIFIED SETTLEMENT FUND that will be created and maintained by the SETTLEMENT ADMINISTRATOR.

46. Any amount of the GROSS FUND that remains after the distribution of FINAL SETTLEMENT PAYMENTS (including any unclaimed or uncashed FINAL SETTLEMENT PAYMENTS) and the payment of the PLAINTIFFS' COUNSEL'S FEES AND COSTS and GENERAL RELEASE PAYMENT awarded by the COURT, will be used to pay DEFENDANTS' federal, state, and local employer payroll taxes on FINAL SETTLEMENT PAYMENTS, including all FICA, FUTA, and SUTA taxes on FINAL SETTLEMENT PAYMENTS, and the SETTLEMENT ADMINISTRATOR COSTS. Any remaining amounts shall remain and be DEFENDANTS' sole and exclusive property and will revert to DEFENDANTS.

47. Any interest earned on the portion of the GROSS FUND that DEFENDANTS electronically transfer to the Qualified Settlement Fund established by the SETTLEMENT ADMINISTRATOR pursuant to the terms of this SETTLEMENT AGREEMENT will revert back to and be DEFENDANTS' sole and exclusive property at the expiration of the time for QUALIFIED COLLECTIVE MEMBERS to negotiate their FINAL SETTLEMENT PAYMENTS checks.

IV. TERMS OF SETTLEMENT

48. Within seven (7) days after the SETTLEMENT AGREEMENT is executed by PLAINTIFF, DEFENDANTS, and PLAINTIFFS' COUNSEL, the PARTIES shall submit this SETTLEMENT AGREEMENT (including all exhibits referenced herein) to the COURT and move the COURT for entry of an APPROVAL ORDER utilizing a mutually acceptable form of joint motion and brief in support to be prepared by PLAINTIFFS' COUNSEL. The PARTIES agree to use their best efforts to secure an APPROVAL ORDER from the COURT.

49. After the FINAL EFFECTIVE DATE, the Tolling Agreement previously entered into by the PARTIES on or about October 2, 2024, and the Amended Tolling Agreement entered

into on or about November 20, 2024 will automatically be deemed void *ab initio* as if the same never occurred and FLSA and/or state and local wage and hour claims will thereafter be subject to the applicable statute of limitation predating the Tolling Agreement and Amended Tolling Agreement, even if the voiding results in claims being time-barred.

50. The POTENTIAL SETTLEMENT PAYMENT for each OPT-IN PLAINTIFF and PUTATIVE COLLECTIVE MEMBER has been calculated pursuant to the following formula:

(a) Calculate the interim NET FUND for the LITIGATION by taking the GROSS FUND minus PLAINTIFFS' COUNSEL'S FEES AND COSTS and GENERAL RELEASE PAYMENT;

(b) The WEEKLY VALUE AMOUNT shall be calculated by dividing the NET FUND by 15,368, which is the total number of workweeks worked collectively by OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS during the relevant time period.

(c) DEFENDANTS shall provide the SETTLEMENT ADMINISTRATOR with the data affirming the number of weeks worked by each of the PLAINTIFF, OPT-IN PLAINTIFFS, and PUTATIVE COLLECTIVE MEMBERS to calculate the amount each of them would receive from the NET FUND assuming 100% participation by PLAINTIFF, OPT-IN PLAINTIFFS, and PUTATIVE COLLECTIVE MEMBERS.

(d) Multiply PLAINTIFF, each OPT-IN PLAINTIFF'S, and each PUTATIVE COLLECTIVE MEMBER'S number of weeks worked by the WEEKLY VALUE AMOUNT to identify the POTENTIAL SETTLEMENT PAYMENT to each PLAINTIFF, OPT-IN PLAINTIFF, AND PUTATIVE COLLECTIVE MEMBER.

(e) All local, state and federal employer payroll taxes imposed by applicable law, including the employer's share of the FICA tax and any federal and state unemployment tax due, will be paid first out of the funds subject to reversion to DEFENDANTS from the NET FUND. If the

payroll taxes due as a result of wage payments exceeds the amount of the NET FUND retained by or reverting to DEFENDANTS, then DEFENDANTS shall separately pay the additional amount of its employer's share of payroll taxes.

(f) The total of all POTENTIAL SETTLEMENT PAYMENTS for PLAINTIFFS shall not exceed the NET FUND.

51. Within ten (10) calendar days after the FINAL EFFECTIVE DATE, DEFENDANTS shall send to the SETTLEMENT ADMINISTRATOR a list containing the names, addresses, and dates of employment during the COLLECTIVE PERIOD for all OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS. The SETTLEMENT ADMINISTRATOR shall not share the information with PLAINTIFFS' COUNSEL.

52. Within the forty (40) calendar days after receiving OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS' names, addresses, and dates of employment during the COLLECTIVE PERIOD, the SETTLEMENT ADMINISTRATOR shall provide COURT-approved SETTLEMENT NOTICE and CLAIM FORM AND RELEASE to OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS by First Class U.S. Mail.

53. Prior to the mailing referenced in Paragraph 52 herein, the SETTLEMENT ADMINISTRATOR shall attempt to confirm the accuracy of the addresses of OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS through the United States Post Office's National Change of Address ("NCOA") database. All mailings by the SETTLEMENT ADMINISTRATOR shall be by first class mail. Any Notices returned undeliverable shall be traced up to two times to obtain a new address and be re-mailed one time by First Class Mail. DEFENDANTS agrees to look for personal e-mail addresses, telephone numbers, and provide social security numbers to the SETTLEMENT ADMINISTRATOR for any persons whose notice

is returned as undeliverable. PLAINTIFF will not need to submit a CLAIM FORM AND RELEASE in light of signing this SETTLEMENT AGREEMENT and his GENERAL RELEASE AGREEMENT in exchange for his GENERAL RELEASE PAYMENT and shall be paid his POTENTIAL SETTLEMENT PAYMENT when FINAL SETTLEMENT PAYMENTS are made. To the extent any initially mailed Notice is returned as undeliverable, PUTATIVE COLLECTIVE ACTION MEMBERS receiving a remailed notice shall be permitted forty-five (45) days from any re-mailing of the Notice to submit their claim form.

54. Completed and executed CLAIM FORMS AND RELEASES must be submitted by the RESPONSE DATE, to the SETTLEMENT ADMINISTRATOR by mail, the Settlement Administrator's website or to the SETTLEMENT ADMINISTRATOR's e-mail address included on the SETTLEMENT NOTICE and CLAIM FORM AND RELEASE.

55. The SETTLEMENT ADMINISTRATOR will maintain a detailed log of all mailing attempts and will notify PLAINTIFFS' COUNSEL within five (5) business days of any mailings that have been returned as undeliverable.

56. The SETTLEMENT ADMINISTRATOR shall mail once only a COURT-authorized SETTLEMENT NOTICE and CLAIM FORM AND RELEASE to OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS who contact the SETTLEMENT ADMINISTRATOR during the time period between the initial mailing and the RESPONSE DATE and request that the documents listed in this paragraph be re-mailed.

57. PLAINTIFFS' COUNSEL shall be permitted to communicate with or respond to inquiries they receive directly from PUTATIVE COLLECTIVE MEMBERS.

58. OPT-IN PLAINTIFFS and QUALIFIED COLLECTIVE MEMBERS are subject to this SETTLEMENT AGREEMENT by operation of the signing and returning the CLAIM

FORM AND RELEASE mailed to OPT-IN PLAINTIFFS and PUTATIVE COLLECTIVE MEMBERS. In order to be eligible to receive a FINAL SETTLEMENT PAYMENT, each OPT-IN PLAINTIFF and PUTATIVE COLLECTIVE MEMBER must properly complete and timely return a CLAIM FORM AND RELEASE so that it is received by the SETTLEMENT ADMINISTRATOR on or before the RESPONSE DATE, as directed in the SETTLEMENT NOTICE. In order to receive the GENERAL RELEASE PAYMENT, the PLAINTIFF must properly complete and execute the general release attached as Exhibit C so that it is received at the time of signing this SETTLEMENT AGREEMENT.

59. In the event an OPT-IN PLAINTIFF or PUTATIVE COLLECTIVE MEMBER submits a CLAIM FORM AND RELEASE in a timely manner (*i.e.*, received by the SETTLEMENT ADMINISTRATOR on or before the RESPONSE DATE) but the document is incomplete or otherwise deficient in one or more aspects, the SETTLEMENT ADMINISTRATOR will no later than seven (7) calendar days following the RESPONSE DATE return the deficient document to the individual with a letter explaining the deficiencies and stating that the individual will have twenty-one (21) calendar days from the date the deficiency notice is mailed to the OPT-IN PLAINTIFF or PUTATIVE COLLECTIVE MEMBER to correct the deficiencies and resubmit the document. The envelope containing the corrected and resubmitted document must be postmarked within twenty-one (21) calendar days of the date the deficiency notice is mailed to the individual to be considered timely.

60. If an OPT-IN PLAINTIFF or a PUTATIVE COLLECTIVE MEMBER properly completes and timely returns a CLAIM FORM AND RELEASE so that each document is received by the SETTLEMENT ADMINISTRATOR on or before the RESPONSE DATE, his or her

POTENTIAL SETTLEMENT PAYMENT shall be deemed the FINAL SETTLEMENT PAYMENT amount.

61. No later than three (3) calendar days after the RESPONSE DATE, the SETTLEMENT ADMINISTRATOR shall send counsel for the PARTIES a list of all QUALIFIED COLLECTIVE MEMBERS, indicating: (i) whether each QUALIFIED COLLECTIVE MEMBER provided an executed and timely CLAIM FORM AND RELEASE and (ii) the total FINAL SETTLEMENT PAYMENT, if any, due to each QUALIFIED COLLECTIVE MEMBER pursuant to this SETTLEMENT AGREEMENT.

62. The PARTIES agree that each FINAL SETTLEMENT PAYMENT to be issued to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER pursuant to this SETTLEMENT AGREEMENT shall be separated into two equal amounts: fifty percent (50%) shall be allocated to the claims for allegedly unpaid overtime and other claims for unpaid wages, and fifty percent (50%) shall be allocated to the claims for liquidated damages and other relief. The portion of each FINAL SETTLEMENT PAYMENT allocated to claims of unpaid overtime and other claims for unpaid wages will be subject to authorized or required deductions, including employee-paid payroll tax withholdings required by law, garnishments, and tax liens. The portion of each FINAL SETTLEMENT PAYMENT allocated to liquidated damages and other relief shall be characterized as non-wage income to the recipient. The SETTLEMENT ADMINISTRATOR will report the portion of each FINAL SETTLEMENT PAYMENT attributable to wages on an IRS Form W-2 and the non-wage portion on an IRS Form 1099. The SETTLEMENT ADMINISTRATOR shall be responsible for issuing the settlement checks, less required withholdings and deductions, to each PLAINTIFF and mailing the settlement checks, W-2s and 1099s to PLAINTIFF and each OPT-IN PLAINTIFF and QUALIFIED COLLECTIVE MEMBER. The SETTLEMENT

ADMINISTRATOR, and not DEFENDANTS, shall be responsible for employer compliance with all applicable IRS tax obligations and withholdings.

63. Within thirty (30) calendar days of RESPONSE DATE, the SETTLEMENT ADMINISTRATOR shall mail FINAL SETTLEMENT PAYMENTS to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER. The SETTLEMENT ADMINISTRATOR shall mail the FINAL SETTLEMENT PAYMENT to the most recent address that the SETTLEMENT ADMINISTRATOR has on file for PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER.

64. Settlement checks to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER shall include an acknowledgement on the back of the check that the PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER agrees he or she has been properly compensated for all hours worked and indicating that by signing the check, he or she acknowledges the RELEASED CLAIMS are released as set forth herein and in the SETTLEMENT NOTICE.

65. PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER will have 120 days to negotiate their FINAL SETTLEMENT PAYMENTS. Any uncashed FINAL SETTLEMENT PAYMENTS and any portion of the NET FUND not distributed as per the terms hereof shall be returned to DEFENDANTS.

66. PLAINTIFFS' COUNSEL shall request a dismissal with prejudice as part of the Motion for Approval and COURT APPROVAL ORDER.

67. None of the amounts paid to the PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER shall create any credit for, be included in, or otherwise affect the calculation or the accrual of any employee benefits in any plans, programs, agreements or policies sponsored, maintained or contributed to by DEFENDANTS, including for purposes of any bonus

of any kind. None of the amounts paid will be eligible for contributions to DEFENDANTS 401(k) plan.

V.
PLAINTIFFS' COUNSEL'S FEES AND COSTS

68. The Motion for Approval of the SETTLEMENT AGREEMENT will include the PARTIES' agreement that PLAINTIFFS' COUNSEL may seek, subject to Court approval, PLAINTIFFS' COUNSEL'S FEES AND COSTS in an amount not to exceed five hundred sixty thousand dollars (\$560,000.00) for attorneys' fees, plus reasonable costs and expenses incurred by PLAINTIFFS' COUNSEL (\$5,580.00) in connection with their representation of PLAINTIFF and QUALIFIED COLLECTIVE MEMBERS. in the LITIGATION, which is not opposed by DEFENDANTS.

69. If the COURT rules that any amount requested for PLAINTIFFS' COUNSEL'S FEES AND COST is excessive and does not award the full amount sought by PLAINTIFFS' COUNSEL, only the reduced amount will be deemed to be PLAINTIFFS' COUNSEL'S FEES AND COSTS for purposes of this SETTLEMENT AGREEMENT and the remaining portion will remain part of the GROSS FUND. In the event the COURT does not award the full amount of PLAINTIFFS' COUNSEL'S FEES AND COSTS sought by PLAINTIFFS' COUNSEL, such a reduction or partial reward shall not be grounds for voiding this SETTLEMENT AGREEMENT.

70. Payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS to PLAINTIFFS' COUNSEL as set forth in this SETTLEMENT AGREEMENT shall constitute full satisfaction of any and all RELEASING PERSONS potential claims against any person, attorney, or law firm (including but not limited to PLAINTIFFS' COUNSEL) for attorneys' fees, expenses, or costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) incurred on behalf of PLAINTIFF and each QUALIFIED COLLECTIVE

MEMBER. and shall relieve the RELEASED PERSONS of any other claims or liability to any person for any attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) to which any person may claim to be entitled on behalf of PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER. Upon payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS hereunder, PLAINTIFFS' COUNSEL and the PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER shall release RELEASED PERSONS from any and all claims for attorneys' fees, expenses, and costs (including but not limited to any fees, costs, and expenses related to testifying and non-testifying experts and consultants) relating to the LITIGATION. PLAINTIFFS' COUNSEL further represent and certify that they are not aware of any liens for attorneys' fees, expenses, or costs existing, filed, or asserted with respect to any of the claims asserted in this LITIGATION.

71. PLAINTIFFS' COUNSEL shall be paid PLAINTIFFS' COUNSEL'S FEES AND COSTS via electronic means. The payment shall be distributed by the SETTLEMENT ADMINISTRATOR and shall be directed to PLAINTIFFS' COUNSEL, and PLAINTIFFS' COUNSEL shall provide the SETTLEMENT ADMINISTRATOR with any information required to effectuate such payment, including providing the SETTLEMENT ADMINISTRATOR with a completed IRS Form W-9. The SETTLEMENT ADMINISTRATOR will issue PLAINTIFFS' COUNSEL an IRS Form 1099 for their COURT-approved award of PLAINTIFFS' COUNSEL'S FEES AND COSTS.

72. Within twenty (20) calendar days after the FINAL EFFECTIVE DATE the SETTLEMENT ADMINISTRATOR shall transmit the COURT-approved amount of PLAINTIFFS' COUNSEL'S FEES AND COSTS to PLAINTIFFS' COUNSEL via electronic means.

73. The SETTLEMENT ADMINISTRATOR will report as income on an IRS Form 1099 to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER pro rata share of the amount approved by the COURT for payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS.

VI.
GENERAL RELEASE PAYMENT

74. The GENERAL RELEASE PAYMENT award will be made to PLAINTIFF in exchange for a fully executed GENERAL RELEASE AGREEMENT with a general release of any and all claims related to or arising out of PLAINTIFF'S employment with DEFENDANTS. The total gross GENERAL RELEASE PAYMENT shall not exceed \$15,000 for PLAINTIFF. If the COURT does not approve the agreed amount for the GENERAL RELEASE PAYMENT, payment of GENERAL RELEASE PAYMENT shall be made in the amount approved and determined by the COURT. The GENERAL RELEASE PAYMENT shall come from the GROSS FUND. PLAINTIFF shall receive his FINAL SETTLEMENT PAYMENT in addition to the GENERAL RELEASE PAYMENT. A reduction of the GENERAL RELEASE PAYMENT by the COURT shall not affect or void this SETTLEMENT AGREEMENT.

75. The SETTLEMENT ADMINISTRATOR will make the GENERAL RELEASE PAYMENT (in the amount approved by the COURT) within twenty (20) calendar days after the FINAL EFFECTIVE DATE if the PLAINTIFF executes and timely returns the GENERAL RELEASE AGREEMENT.

76. The GENERAL RELEASE PAYMENT shall be treated as non-wage income, and the SETTLEMENT ADMINISTRATOR shall issue a Form 1099 to PLAINTIFF reflecting the value of such GENERAL RELEASE PAYMENT.

VII.

RELEASE OF CLAIMS; WAIVER; ASSIGNMENT OF RIGHTS

77. In order to settle the LITIGATION, and as consideration for DEFENDANTS' payment of the GROSS FUND and the other good and valuable consideration described herein, RELEASING PERSONSS agree to release any claims they may have against RELEASED PERSONS as described herein.

78. "RELEASED CLAIMS" shall mean the following: Effective as of the FINAL EFFECTIVE DATE, the RELEASING PERSONS shall be deemed to forever completely settle, compromise, release, and discharge DEFENDANTS and the RELEASED PERSONS from: (i) any and all claims asserted at any time in the LITIGATION; (ii) any and all claims for unpaid wages, minimum wages, overtime, miscalculated wages, or any other wage-related or recordkeeping-related claims under any federal, state, local, or other applicable law, including but not limited to the FLSA, 29 U.S.C. § 201, et seq., and any and all claims under federal, state, or local law and/or regulations regulating hours of work, wages (including minimum wages and overtime wages), the timing and/or payment of wages, retaliation, or recordkeeping of any kind; and (iii) any and all claims under any federal, state, local, or other applicable law for wages, minimum wages, overtime, miscalculated wages, improper deductions, hours worked, and/or missed or interrupted meal breaks.. Nothing in this Release of Claims shall release any claims under state workers' compensation laws or any claims that cannot be released as a matter of law.

79. The RELEASING PERSONS further covenant and agree that, since they are settling disputed claims, they will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the RELEASED CLAIMS or any claims asserted or settled in the LITIGATION which may arise out of, or in connection with any other individual, representative, collective, class, administrative, or arbitral proceeding

pursued by any individual(s), class, union, or any federal, state or local governmental agency against any of the RELEASED PERSONS. RELEASING PERSONS further acknowledge that they are enjoined from pursuing any claim settled, compromised, released, and/or discharged as part of this settlement and SETTLEMENT AGREEMENT that RELEASING PERSONS have, had, might have or might have had against DEFENDANTS and/or any of the RELEASED PERSONS based on any act or omission that occurred up to and including the FINAL EFFECTIVE DATE. RELEASING PERSONS will not file, cause to be filed, or affirmatively join or opt in, as a collective or class member, beneficiary or other participant in any lawsuit with respect to the subject matter of the LITIGATION or any other claim released under the Release of Claims and, if involuntarily joined in any lawsuit against any RELEASED PERSONS with respect to the subject matter of the LITIGATION or any other claim released under the Release of Claims, RELEASING PERSONS agree to waive their right to any recovery that may result from such lawsuit or proceeding, and not to pursue claims on her/his own behalf. Notwithstanding the foregoing, nothing prevents or limits RELEASING PERSONS from filing a charge or participating in an investigative proceeding of the Equal Employment Opportunity Commission or other governmental agency.

80. PLAINTIFFS' COUNSEL and PLAINTIFF, for himself and on behalf of each OPT-IN PLAINTIFF and QUALIFIED COLLECTIVE MEMBER., represent and warrant that nothing that would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the LITIGATION, or any related action. Upon the FINAL EFFECTIVE DATE of this SETTLEMENT

AGREEMENT, PLAINTIFF and each OPT-IN PLAINTIFF and QUALIFIED COLLECTIVE MEMBER shall be deemed to have given this warranty.

81. PLAINTIFF and each OPT-IN PLAINTIFF and QUALIFIED COLLECTIVE MEMBER are bound by the terms and conditions of this SETTLEMENT AGREEMENT, the COURT’S APPROVAL ORDER, the judgment, and the releases set forth herein.

VIII.
NO MEDIA AGREEMENT

82. No party will issue any press releases, website postings, social media, or press outreach prior to the approval of the settlement. If contacted by the media at any time, the PARTIES will say, “The parties have amicably resolved the dispute,” or words to that effect.

IX.
SETTLEMENT ADMINISTRATION

83. The SETTLEMENT ADMINISTRATOR COSTS will be on a flat fee basis, and the SETTLEMENT ADMINISTRATOR will provide weekly updates during the notice period. The SETTLEMENT ADMINISTRATOR COSTS will be paid first out of the NET FUND that is subject to reversion to DEFENDANTS under the terms of this SETTLEMENT AGREEMENT. If the settlement administrator costs exceeds the amount of the NET FUND retained by or reverting to DEFENDANTS, then DEFENDANTS shall separately pay the additional amount to the SETTLEMENT ADMINISTRATOR.

84. The PARTIES agree that Simpluris, a neutral third party, shall be engaged to serve as the SETTLEMENT ADMINISTRATOR for this SETTLEMENT AGREEMENT, if approved by the COURT. To that end, the SETTLEMENT ADMINISTRATOR shall perform the specific tasks assigned to the SETTLEMENT ADMINISTRATOR in the SETTLEMENT AGREEMENT or by order of the COURT, and only those tasks, unless otherwise agreed to by the PARTIES in writing to reasonably effectuate the terms of the SETTLEMENT AGREEMENT.

85. The SETTLEMENT ADMINISTRATOR will perform all of the administrative duties assigned herein, including (i) calculate POTENTIAL SETTLEMENT PAYMENTS; (ii) formatting, printing, and mailing to each QUALIFIED COLLECTIVE MEMBER the SETTLEMENT NOTICE and CLAIM FORM AND RELEASE; (iii) receiving and reviewing the CLAIM FORM AND RELEASE submitted by each QUALIFIED COLLECTIVE MEMBER to determine the total FINAL SETTLEMENT PAYMENT due; (v) notifying counsel for the PARTIES of timely and untimely submissions of CLAIM FORMS AND RELEASES by each QUALIFIED COLLECTIVE MEMBER; (vi) maintaining the original mailing envelope in which any CLAIM FORM AND RELEASE and other correspondence is received from each and QUALIFIED COLLECTIVE MEMBER; (vii) establishing and maintaining a Qualified Settlement Fund (“QSF”); (viii) obtaining a taxpayer ID for the QSF and opening a checking account for the settlement fund; (ix) transferring monies from the QSF in accordance with the SETTLEMENT AGREEMENT and APPROVAL ORDER; (x) printing checks for and mailing a FINAL SETTLEMENT PAYMENT to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER; (xi) printing the check for and mailing the GENERAL RELEASE PAYMENT to PLAINTIFF; (xii) ascertaining current address and addressee information for each SETTLEMENT NOTICE and CLAIM FORM AND RELEASE returned as undeliverable and conducting a second mailing to the current address, if ascertained; (xiii) maintaining adequate records of its activities, including the dates of the mailing of SETTLEMENT NOTICE and mailing and receipt of CLAIM FORMS AND RELEASES, and mailing of FINAL SETTLEMENT PAYMENTS and returned mail; (xiv) handling stop payment/reissue check requests; (xv) calculating and transmitting payment of DEFENDANTS’ portion of taxes on FINAL SETTLEMENT PAYMENTS to PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER,

including but not limited to all FICA and FUTA taxes on FINAL SETTLEMENT PAYMENTS, from the balance of the NET FUND to be returned to DEFENDANTS or obtaining further payment from DEFENDANTS to cover any outstanding tax payments; (xvi) performing all tax reporting duties and filings required by federal, state, or local law; (xvii) transmitting payment of PLAINTIFFS' COUNSEL'S FEES AND COSTS; (xviii) responding to inquiries from each QUALIFIED COLLECTIVE MEMBER regarding the terms of settlement and procedures for submitting the CLAIM FORM AND RELEASE; (xix) referring to counsel for the PARTIES all inquiries by each QUALIFIED COLLECTIVE MEMBER regarding matters not within the SETTLEMENT ADMINISTRATOR's duties specified herein; (xx) confirming in a declaration the SETTLEMENT ADMINISTRATOR's completion of the administration of the SETTLEMENT AGREEMENT; (xxi) timely responding to communications from PLAINTIFFS' COUNSEL and counsel for DEFENDANTS regarding the administration process; (xxii) such other tasks contained in the SETTLEMENT AGREEMENT; (xxiii) performing a final accounting and reverting to DEFENDANTS any unclaimed funds; and (xxiv) such other tasks as counsel for the PARTIES mutually agree and approve in writing.

86. PLAINTIFFS' COUNSEL and DEFENDANTS' counsel have the right to review and approve any and all documents contemplated by this SETTLEMENT AGREEMENT (e.g., SETTLEMENT NOTICE, CLAIMS FORM AND RELEASE, mailing envelopes, and any deficiency letters contemplated by Paragraph 59) to be mailed by SETTLEMENT ADMINISTRATOR prior to their mailing, and the SETTLEMENT ADMINISTRATOR may not mail any documents without first receiving written approval to send the documents from PLAINTIFFS' COUNSEL and DEFENDANTS's counsel.

X.
TERMINATION OF SETTLEMENT AGREEMENT

87. If the COURT rejects the settlement and/or this SETTLEMENT AGREEMENT, fails to approve and enter the Approval Order or it does not become FINAL in substantially the form submitted by the Parties, or fails to enter a Stipulated Dismissal With Prejudice, unless the Parties agree in writing, this SETTLEMENT AGREEMENT shall be void ab initio except as to the provisions expressly stated in this SETTLEMENT AGREEMENT to survive, and DEFENDANTS shall have no obligations to make any payments under the settlement or this SETTLEMENT AGREEMENT. The PARTIES agree to a 30-day period to attempt to negotiate and resolve any issues.

88. Within ten (10) days of the COURT's entry of an order conditionally certifying a settlement collective and/or approval order or any appeal thereto, DEFENDANTS may void the settlement if the court rejects any material term of this SETTLEMENT AGREEMENT, specifically including, but not limited to, reversion of funds to DEFENDANTS.

XI.
PARTIES' AUTHORITY

89. The signatories hereby represent that they are fully authorized to enter into this SETTLEMENT AGREEMENT and bind the PARTIES hereto to the terms and conditions hereof.

90. PLAINTIFF acknowledges that, consistent with the language set forth in the consent forms filed by each QUALIFIED COLLECTIVE MEMBER, he is, together with PLAINTIFFS' COUNSEL, fully authorized to bind each QUALIFIED COLLECTIVE MEMBER to all terms set forth in this SETTLEMENT AGREEMENT, regardless of whether each PLAINTIFF timely submits a fully completed CLAIM FORM AND RELEASE, or is dismissed by the COURT pursuant to the SETTLEMENT AGREEMENT.

91. It is agreed that PLAINTIFF and QUALIFIED COLLECTIVE MEMBERS are numerous, it is impossible or impractical to have each QUALIFIED COLLECTIVE MEMBER execute the SETTLEMENT AGREEMENT. The SETTLEMENT NOTICE will advise all QUALIFIED COLLECTIVE MEMBERS of the binding nature of the release, and that the release will have the same force and effect upon each QUALIFIED COLLECTIVE MEMBER as if the SETTLEMENT AGREEMENT were executed by each QUALIFIED COLLECTIVE MEMBER.

XII. **NOTICES**

92. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To the PLAINTIFF, OPT-IN PLAINTIFFS and QUALIFIED COLLECTIVE MEMBERS:

J. Daniel Cole
PARK, CHESIN & WALBERT, PC
1355 Peachtree St NE, Suite 2000
Atlanta, Georgia 30309

To DEFENDANTS:

Daniel E. Turner
LITTLER MENDELSON, P.C.
3424 Peachtree Road N.E. Suite 1200
Atlanta, GA 30326.4803

XIII. **CONSTRUCTION AND INTERPRETATION**

93. The PARTIES hereto agree that the terms and conditions of the SETTLEMENT AGREEMENT are the result of lengthy, intensive, arms-length negotiations among the PARTIES, and the SETTLEMENT AGREEMENT shall not be construed in favor of or against any PARTY

by reason of the extent to which any PARTY or his, her or its counsel participated in the drafting of the SETTLEMENT AGREEMENT.

94. Paragraph titles are inserted as a matter of convenience for reference, and in no way define, limit, extend, or describe the scope of this SETTLEMENT AGREEMENT or its provisions. Each term of this SETTLEMENT AGREEMENT is contractual and not merely a recital.

95. This SETTLEMENT AGREEMENT shall be subject to and governed by the laws of the State of Georgia and subject to the continuing jurisdiction of the United States District Court for the Northern District of Georgia.

XIV. INTEGRATION CLAUSE

96. This SETTLEMENT AGREEMENT sets forth the entire agreement between the PARTIES hereto and fully supersedes any and all prior agreements or understandings, written or oral, between the PARTIES pertaining to the subject matter hereof, including, but not limited to, any and all written and oral agreements reached between the PARTIES during the mediation and before the mediation that resulted in this SETTLEMENT AGREEMENT. This Integration Clause does not apply to the CLAIM FORMS AND RELEASES or to any confidentiality agreement entered into by the PARTIES as part of or preparation for the mediation with Mediator Dennis Clifford.

XV. BINDING ON ASSIGNS

97. This SETTLEMENT AGREEMENT shall be binding upon and inure to the benefit of the PARTIES and their respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in interest, and assigns.

XVI.
INDEMNIFICATION

98. PLAINTIFF and QUALIFIED COLLECTIVE MEMBERS agree to indemnify and hold harmless DEFENDANTS in the event that any governmental taxing authority asserts against DEFENDANTS any claim for PLAINTIFF's each QUALIFIED COLLECTIVE MEMBER's unpaid taxes, penalties or interest based upon the allocation and/or payment of the PLAINTIFFS' FINAL SETTLEMENT PAYMENTS and any GENERAL RELEASE PAYMENT owed by the PLAINTIFF and each QUALIFIED COLLECTIVE MEMBER.

XVII.
MODIFICATION

99. No rights hereunder may be waived or modified except in a writing signed by duly authorized representatives of the PARTIES.

XVIII.
COUNTERPARTS

100. The SETTLEMENT AGREEMENT may be executed in counterparts, and when each designated signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one SETTLEMENT AGREEMENT, which shall be binding upon and effective as to all PARTIES.

IN WITNESS WHEREOF, the undersigned have duly executed this SETTLEMENT AGREEMENT:

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

PLAINTIFF


Brandon Craig (May 4, 2025 15:59 EDT)

Brandon Craig

Date: 05/05/2025

ON BEHALF OF PLAINTIFF, OPT-IN PLAINTIFFS, AND QUALIFIED COLLECTIVE MEMBERS.

PLAINTIFFS' COUNSEL:



Date: 5-5-2025

J. Daniel Cole

State Bar No. 450675

dcole@pcwlaw.com

PARKS, CHESIN & WALBERT, PC

1355 Peachtree St NE, Suite 2000

Atlanta, Georgia 30309

Telephone: (404) 873-8000

Facsimile: (404) 873-8050

Attorneys in Charge for Plaintiffs and Opt-in Plaintiffs

DEFENDANTS:

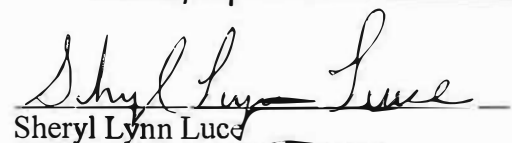
By: 

For Red Oak Sanitation, LLC and Red Oak Sanitation, Inc.

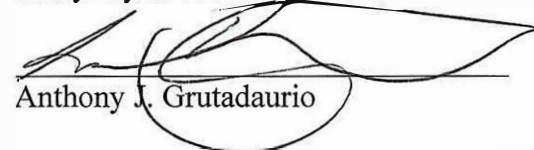
Name: Sheryl Lynn Luce

Title: President

Date: 5/6/2025


Sheryl Lynn Luce

Date: 5/6/2025


Anthony J. Grutadaurio

Date: 5/6/2025

Exhibit A

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
GAINESVILLE DIVISION**

BRANDON CRAIG,
*individually and on behalf of others
similarly situated,*

Plaintiffs,

v.

RED OAK SANITATION, LLC, ,

DEFENDANT.

CIVIL ACTION NO.

2:24-cv-00212-RWS

NOTICE OF SETTLEMENT AND CLAIMS PROCEDURE

**PLEASE READ THIS NOTICE CAREFULLY,
YOUR LEGAL RIGHTS WILL BE AFFECTED.**

**NOTICE OF SETTLEMENT OF UNPAID WAGE LAWSUIT INVOLVING CERTAIN
RED OAK SANITATION, LLC DRIVERS AND HELPERS BETWEEN OCTOBER 2,
2021 AND JANUARY 31, 2025**

You are receiving this Notice because you are a putative collective action member in this lawsuit, *Brandon Craig v. Red Oak Sanitation, LLC, et.al* in the United States District Court for the Northern District of Georgia—Gainesville Division. The Parties reached an agreement to settle this lawsuit on behalf of all Putative Collective Action Members, including you. The Settlement Agreement was submitted to the Court for approval, and the Court approved the Settlement Agreement. This Notice contains information about the lawsuit, your eligibility to participate in the settlement, the procedures you must follow in order to receive a Final Settlement Payment, and other important information regarding the settlement. Please read it carefully.

TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE THE ENCLOSED CLAIM FORM AND RELEASE AND RETURN IT SO IT IS RECEIVED BY [RESPONSE DATE]. If you return the completed and executed Claim Form and Release so that it is received by [RESPONSE DATE], you will be issued a Final Settlement Payment in the approximate gross amount indicated below and calculated in the manner outlined in this

Notice, which one-half (50%) will be paid in W-2 wages and one-half (50%) will be paid in 1099 wages.

I. DESCRIPTION OF THE LITIGATION

On September 17, 2024, Plaintiff Brandon Craig (“Craig”) filed his original Collective Action Complaint against Red Oak Sanitation, LLC and other defendants (“Red Oak” or “Defendants”) alleging a putative collective action under the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* (“FLSA”) on behalf of all of Drivers and Helpers who were paid on a day rate basis for failing to properly pay overtime. Specifically, Plaintiff alleged that Drivers and Helpers day rates included improperly accounted for hours of overtime, and as such, Defendants failed to pay the correct regular rate and overtime pay.

Plaintiff’s counsel conducted a thorough investigation into the factual and legal issues raised in the litigation, including a review and analysis of Defendants’ policies as well as employees’ time and payroll records, and interviews of witnesses. The parties agreed to mediate the dispute. As a result of these efforts, the parties negotiated an agreement to resolve the claims asserted in the Litigation on behalf of the entire putative collective. The parties submitted their settlement agreement to the Court, which approved the settlement agreement on **[INSERT APPROVAL DATE]**.

Plaintiffs’ counsel, J. Daniel Cole and Evan P. Drew of PARKS, CHESIN & WALBERT, PC. believe that further proceedings in the Litigation against Defendants, including further motion practice, trial, and likely appeals, would be very expensive and protracted and uncertain as to the likelihood of success and amount of damages, if any. Therefore, upon careful consideration of all of the facts and circumstances, Plaintiffs’ counsel believes that the Settlement Agreement negotiated with Defendants is fair, reasonable, and adequate, and is in the best interest of the individuals who are eligible to participate (the “Releasing Persons”).⁵

The Released Persons⁶ expressly deny any liability or wrongdoing of any kind associated with the claims in the Litigation. The Released Persons contend that they complied with applicable federal and state law at all times. By entering into the Settlement Agreement, the Released Persons do not admit any liability or wrongdoing and expressly deny the same. Defendants state that they entered into the Settlement Agreement solely for the purpose of avoiding the costs and disruption of further litigation.

⁵ Releasing Persons means you and your respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns if you submit a completed and executed Claim Form and Release.

⁶ Released Persons refers to Red Oak Sanitation, LLC and Red Oak Sanitation, Inc. and their past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, including but not limited to Red Oak Sanitation, LLC and Red Oak Sanitation, Inc., and each of their past, present and future officers, directors, trustees, agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by Defendants, divisions, units, branches and any other persons or entities acting on their behalf, including any entity or person that was or could have been named as a Defendant in the Litigation.

II. YOUR ELIGIBILITY TO PARTICIPATE IN THE SETTLEMENT

Although the Court has not determined if any violations of the law occurred, you are eligible to participate in the settlement because you were employed by Defendants as a non-exempt Driver or Helper and paid under a certain day-rate pay plan during at any point in time between October 2, 2021 and January 31, 2025.

III. SETTLEMENT DETAILS

A maximum total sum of up to \$1,400,000.00 in this Litigation will be paid by Defendants to settle this matter. Plaintiffs' counsel requested the Court approve payment from this fund for settlement payments, Plaintiffs' attorneys' fees, costs, and expenses, and a General Release Payment to Brandon Craig.

The amount of your potential settlement payment is \$_____ and was calculated applying a point system using the total workweeks worked by all potential collective action members to create a per week value which was then multiplied by the number of workweeks you worked as a non-exempt Driver or Helper and were paid under a certain day-rate pay plan during at any point in time between October 2, 2021 and January 31, 2025.

General Release Payment means the amount approved by the Court for payment to Craig to release all other claims Craig may have against Defendants.

The portion of each Final Settlement Payment allocated to claims of unpaid overtime and other claims for unpaid wages will be subject to authorized or required deductions, including employee-paid payroll tax withholdings required by law, garnishments, and tax liens. The Final Settlement Payment will be divided with fifty-percent (50%) of the Final Settlement Payment being reported on an IRS Form W-2 as wages and fifty-percent (50%) of the Final Settlement Payment being reported on an IRS Form 1099 for liquidated damages.

IV. PROCEDURES YOU MUST FOLLOW TO RECEIVE A SETTLEMENT PAYMENT

In order to receive a Final Settlement Payment, you must timely return a fully completed Claim Form and Release enclosed herein so that they are received by [RESPONSE DATE] at the address below in accordance with the instructions set forth in this Notice.

[INSERT TPA INFORMATION]

Your Claim Form and Release must be received by Simpluris by this deadline in order to be deemed timely. If you lose, misplace, or need another Claim Form and Release, you may obtain another form by contacting Simpluris. The deadline for the return of the Claim Form and Release so that Simpluris timely receives it is [INSERT RESPONSE DATE]

V. IF YOU DO NOTHING

If you do nothing in response to this Notice, you will not receive any payments allocated to you from the settlement funds, you will not release any claims against Defendants and the funds attributed to your Final Settlement Payment will revert back to Defendants.

VI. RELEASE OF CLAIMS

The Settlement Agreement contains a release. If you return the completed and executed Claim Form and Release, then You shall be deemed to forever completely settle, compromise, release, and discharge the Released Persons from (i) any and all claims asserted at any time in the litigation; (ii) any and all claims for unpaid wages, minimum wages, overtime, miscalculated wages, or any other wage-related or recordkeeping-related claims under any federal, state, local, or other applicable law, including but not limited to the FLSA, 29 U.S.C. § 201, *et seq.*, and any and all claims under federal, state, or local law and/or regulations regulating hours of work, wages (including minimum wages and overtime wages), the timing and/or payment of wages, retaliation, or recordkeeping of any kind; and (iii) any and all claims under any federal, state, local, or other applicable law for wages, minimum wages, overtime, miscalculated wages, improper deductions, hours worked, and/or missed or interrupted meal breaks. Nothing in this release of claims shall release any claims under state workers' compensation laws or any claims that cannot be released as a matter of law.

You further covenant and agree that, since you are settling disputed claims, you will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the Released Claims or any claims asserted or settled in the Litigation which may arise out of, or in connection with any other individual, representative, collective, class, administrative, or arbitral proceeding pursued by any individual(s), class, union, or any federal, state or local governmental agency against any of the Released Person. You further acknowledge that you are enjoined from pursuing any claim settled, compromised, released, and/or discharged as part of this settlement and that you have, had, might have or might have had against Released Persons based on any act or omission that occurred up to and including the Final Effective Date. You will not file, cause to be filed, or affirmatively join or opt in, as a class member, beneficiary or other participant in any lawsuit with respect to the subject matter of this Litigation or any other claim released under the release of claims and, if involuntarily joined in any lawsuit against any Released Person with respect to the subject matter of the Litigation or any other claim released under the Release of Claims, you agree to waive your right to any recovery that may result from such lawsuit or proceeding, and not to pursue claims on your own behalf. Notwithstanding the foregoing, nothing prevents or limits you from filing a charge or participating in an investigative proceeding of the Equal Employment Opportunity Commission or other governmental agency.

You hereby represent and warrant that nothing that would otherwise be released herein has been assigned, transferred, or hypothecated or purportedly assigned, transferred, or hypothecated to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the litigation, or any related action. Upon the Final Effective Date of the settlement agreement, or upon such earlier date as a settlement payment has been issued to you, you will be deemed to have given this warranty.

You are bound by the terms and conditions of the Settlement Agreement, the Court's Approval Order, the judgment, and the release set forth therein. You may view any of these documents at [INSERT LINK TO DOCUMENTS ON SETTLEMENT ADMINISTRATOR'S WEBSITE]

VII. CLASS COUNSEL'S FEES AND COSTS

The Court awarded Plaintiffs' counsel \$[TO BE DETERMINED BY THE COURT] as payment for their attorneys' fees, costs and expenses incurred in connection with the Litigation subject to the settlement agreement. If you submit a Claim Form and participate in the Settlement, your pro rata portion of the amount approved by the Court for payment of Plaintiffs' Counsel's fees, expenses, and costs will be reported as income to you on an IRS Form 1099.

VIII. ADDITIONAL INFORMATION

Questions about the settlement or requests for additional information should be directed to Simpluris at [TPA CONTACT] and/or Plaintiffs' counsel.

The pleadings and other records in the litigation may be examined at any time during regular business hours at the Office of the Clerk of the United States District Court for the Northern District of Georgia—Gainesville Division.

PLEASE DO NOT TELEPHONE OR OTHERWISE CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT OR THE CLAIM PROCESS

Exhibit B

CLAIMS FORM AND RELEASE

Craig v. Red Oak Sanitation, LLC, et al., Case No. 2:24-cv-00212-RWS
United States District Court for the Northern District of Georgia-Gainesville
Division

DEADLINE: To receive your Final Settlement Payment, you must complete, sign, and return this Claim Form and Release by U.S. Mail, e-mail, or through the Settlement Administrator's website. Your Claim Form and Release must be postmarked or submitted by **[60 days from mailing].⁷**

RETURN THIS CLAIM FORM BY MAIL TO:

[insert Settlement Administrator contact information and mailing address, email, and website]

CHANGE OF ADDRESS: If you change your address, please inform the Settlement Administrator of your new address to ensure processing of your claim and mailing of your settlement check to the correct address. It is your responsibility to keep a current address on file with the Settlement Administrator.

CONSENT TO JOIN & AGREEMENT TO BE BOUND TO RELEASE: I hereby consent to join and opt-in to become a plaintiff for settlement purposes in the above-captioned lawsuit ("Lawsuit"). I agree to be bound by the collective action settlement and release approved by the Court as contained in the settlement agreement. I further agree that Plaintiff in the Lawsuit and his counsel, J. Daniel Cole and Evan P. Drew of PARKS, CHESIN, & WALBERT, P.C., shall act as my agents and make all decisions on my behalf concerning the Lawsuit, including the settlement thereof. I hereby designate the J. Daniel Cole and Evan P. Drew of PARKS, CHESIN, & WALBERT, P.C. to represent me in this action.

ACKNOWLEDGMENT OF RELEASED CLAIMS: I fully and completely release Red Oak and all Released Persons from any and all federal, state, and local (e.g. state, county or municipal law) wage and hour claims that have accrued during my employment with Red Oak at any time during the period of October 2, 2021 through **[insert date of issuance of the Settlement Notice]**, as a Driver or Helper during the Collective Period including but not limited to, related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses. I further acknowledge that I shall be forever barred (individually, as a representative member of any class, and through any collective proceedings) from filing any civil action, lawsuit, grievance, demand for arbitration, charge, claim, and/or administrative complaint against Red Oak or any of the Released Parties, based upon or arising out of, or related to, any such claims. I represent and warrant that none of the claims I am releasing have been assigned, transferred, or hypothecated to any person or entity, including, but not limited to, any interest in this lawsuit or any related lawsuit or action.

Signature: _____

Date: _____

Print: _____

First

Middle

Last

Former (Maiden) Names worked under, if any: _____

⁷ Capitalized terms in this Claim Form and Release are defined the same as capitalized and otherwise defined terms in the Collective Action Settlement Agreement and Release, a copy of which may be obtained at **[INSERT LINK TO DOCUMENT ON SETTLEMENT ADMINISTRATOR'S WEBSITE.]**

Note: Your address and other identifying information will be kept confidential and will not be filed with the Court.

Street Address

City

State

Zip Code

E-mail Address:

Home phone:

Cell phone:

Social Security Number:

Exhibit C

United States District Court for the Northern District of Georgia-Gainesville Division

GENERAL RELEASE AGREEMENT

1. Payment by DEFENDANTS. In consideration for the promises Brandon Craig (“Craig”) has made herein, Red Oak Sanitation, LLC, Red Oak Sanitation, Inc., Sheryl Lynn Luce, and Anthony Grutadaurio (collectively “DEFENDANTS”) agree to pay Craig the total gross sum of **\$TO BE DETERMINED BY COURT ORDER** (the “GENERAL RELEASE PAYMENT”).

Craig will be solely responsible for paying any amounts due to any governmental taxing authority as a result of the GENERAL RELEASE PAYMENT. Craig agrees to indemnify DEFENDANTS in the event that any governmental taxing authority asserts against DEFENDANTS any claim for unpaid taxes, failure to withhold taxes, penalties or interest based upon the allocation and/or payment of the GENERAL RELEASE PAYMENT.

Craig acknowledges he has received independent legal advice concerning the taxability of the GENERAL RELEASE PAYMENT, and he has not relied upon any advice from DEFENDANTS and/or its attorneys as to the allocation of the GENERAL RELEASE PAYMENT for tax or any other purposes, or regarding tax withholding or the ultimate taxability of the GENERAL RELEASE PAYMENT, whether pursuant to federal, state, or local income tax statutes or otherwise.

Craig further acknowledges and agrees that he would not be entitled to receive the GENERAL RELEASE PAYMENT if he did not make the promises he is making in this Release Form.

2. General Release Of Claims By Craig. In addition to the claims released by Craig pursuant to the terms and provisions in the Settlement Agreement effective as defined therein, including, but not limited to (i) any and all claims asserted at any time in the LITIGATION; (ii) any and all claims for unpaid wages, minimum wages, overtime, miscalculated wages, or any other wage-related or recordkeeping-related claims under any federal, state, local, or other applicable law, including but not limited to the FLSA, 29 U.S.C. § 201, *et seq.*, and any and all claims under federal, state, or local law and/or regulations regulating hours of work, wages (including minimum wages and overtime wages), the timing and/or payment of wages, retaliation, or recordkeeping of any kind; and (iii) any and all claims under any federal, state, local, or other applicable law for wages, minimum wages, overtime, miscalculated wages, improper deductions, hours worked, and/or missed or interrupted meal breaks, Craig on behalf of himself and the Releasing Persons⁸ releases DEFENDANTS and the Released Persons⁹ from any and all past and present matters,

⁸ “Releasing Persons” means Craig and Craig’s respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors-in-interest, and assigns.

⁹ “Released Persons” refers to DEFENDANTS and its past, present, and future parent companies, affiliates, subsidiaries, divisions, predecessors, successors, partners, owners, joint venturers, affiliated organizations, shareholders, insurers, reinsurers and assigns, and each of their past, present and future officers, directors, trustees,

disputes, claims, demands, rights, liabilities, expenses, damages, losses of any kind, and causes of action of any kind whatsoever, whether at common law, pursuant to statute, ordinance, or regulation, in equity or otherwise, and whether arising under federal, state, or other applicable law, which any Releasing Persons has or might have, known or unknown, asserted or unasserted, of any kind whatsoever, that are based upon, relate to, or arise out of or reasonably could have arisen out of the facts, acts, transactions, occurrences, events or omissions alleged in the above-captioned litigation or by reason of the negotiations leading to this Release Form, even if presently unknown and/or un-asserted, that occurred at any time up to and including the date Craig executes this Release Form including without limitation the following: negligent or intentional tortious conduct; express or implied contract; covenants of fair dealing and good faith; wrongful discharge; the Age Discrimination in Employment Act ("ADEA"); the Family and Medical Leave Act; Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; Sections 1981 through 1988 of Title 42 of the United States Code; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; the Occupational Safety and Health Act, the Americans with Disabilities Act of 1990; the Worker Adjustment Retraining and Notification Act; the Fair Credit Reporting Act; any other federal or state common law or federal, state or local laws, ordinances, or regulations; any other public policy, contract, tort or common law theory; any and all claims for recovery of lost wages or other compensation; or any statutory or common law principle allowing for the recovery of fees or other expenses, including claims to attorneys' fees. This release is intended to be as comprehensive as can be conceived and the law will allow.

Nothing in this Agreement is intended to waive claims (i) for unemployment or workers' compensation benefits, (ii) for vested rights under Employee Retirement Income Security Act of 1974 ("ERISA")-covered employee benefit plans as applicable on the date Craig signs this Agreement, (iii) that may arise after Craig signs this Agreement, or (iv) which cannot be released by private agreement.

Craig further covenants and agrees that, since he is settling disputed claims, he will not accept, recover or receive any back pay, liquidated damages, other damages, penalties, or any other form of relief based on any of the released claims identified herein and the in the Settlement Agreement or any claims asserted or settled in the litigation which may arise out of, or in connection with any other individual, representative, collective, class, administrative, or arbitral proceeding pursued by any individual(s), class, union, or any federal, state or local governmental agency against any of the Released Persons. Craig further acknowledges that he is enjoined from pursuing any claim settled, compromised, released, and/or discharged as part of this settlement, including the Settlement Agreement, and that he has, had, might have or might have had against DEFENDANTS and/or any of the Released Persons based on any act or omission that occurred up to and including the date Craig executes this release. Craig will not file, cause to be filed, or affirmatively join or opt in, as a class member, beneficiary or other participant in any lawsuit with respect to the subject matter of this litigation or any other claim released under this section and, if involuntarily joined in any lawsuit against any Released Person with respect to the subject matter

agents, employees, attorneys, contractors, representatives, plan fiduciaries and/or administrators, benefits plans sponsored or administered by DEFENDANTS, divisions, units, branches and any other persons or entities acting on their behalf, including any party that was or could have been named as a DEFENDANTS in the lawsuit captioned *Craig v. Red Oak Sanitation, LLC et al.*, Civil Action No. 2:24-cv-00212-RWS, in the Northern District of Georgia – Gainesville Division.

of the litigation or any other claim released under the Release of Claims, Craig agrees to waive his right to any recovery that may result from such lawsuit or proceeding, and not to pursue claims on his own behalf. If any claim is not subject to release, to the extent permitted by law, Craig waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which DEFENDANTS or any other of the Released Persons is a party.

3. Protected Rights. Regardless of whether or not Craig signs this Agreement, nothing in any company agreement, policy, or practice, including this Agreement: (a) limits or affects Craig's right to disclose or discuss sexual harassment, sexual assault disputes, or any unlawful or unsafe company conduct or practices; (b) limits or affects Craig's rights to challenge the validity of this Agreement under the Age Discrimination in Employment Act ("ADEA") or Older Workers Benefit Protection Act ("OWBPA"); (c) prevents Craig from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in, an investigation or proceeding conducted by the Equal Employment Opportunity Commission ("EEOC"), the National Labor Relations Board ("NLRB"), the Securities and Exchange Commission ("SEC"), the Occupational Safety and Health Administration ("OSHA"), law enforcement, or any other federal, state or local agency charged with the enforcement of any laws, or from testifying, providing evidence, or responding to a subpoena or discovery request in court litigation or arbitration; or (d) prevents a non-management, non-supervisory employees from engaging in protected concerted activity under §7 of the National Labor Relations Act ("NLRA") or similar state law such as joining, assisting, or forming a union, bargaining, picketing, striking, or participating in other activity for mutual aid or protection, or refusing to do so; this includes using or disclosing information acquired through lawful means regarding wages, hours, benefits, or other terms and conditions of employment, unless the information was entrusted to the employee in confidence by the Company as part of the employee's job duties. By signing this Agreement, however, Craig is waiving rights to individual relief (including any back pay, front pay, reinstatement or other legal or equitable relief), in any charge, complaint, lawsuit or other proceeding brought by Craig or on Craig's behalf by any third-party, except for any right Craig may have to receive an award from a government agency (and not the Defendants) for information provided to the government agency or where such a waiver of individual relief is prohibited.

4. Affirmations by Craig. Craig affirms he has reported all hours worked as of the date Craig signs this release and has been paid and/or has received all compensation, wages, bonuses, commissions, benefits, and/or any other monies due and owing to Craig resulting from his employment with DEFENDANTS and/or Released Persons. Craig also affirms that all of DEFENDANTS's and/or Released Person's decisions regarding Craig's pay and benefits through the date of Craig's execution of this Release Form were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law.

Craig also affirms that he has been granted any leave to which he was entitled under the Family and Medical Leave Act or related state or local leave or disability accommodation laws. Craig further affirms that he has no known workplace injuries or occupational diseases.

If no longer working for one of the Released Persons as of the Court's Approval Order, Craig also affirms that he has returned all of DEFENDANTS's and/or Released Person's property, documents, and/or any confidential information in Craig's possession or control. Craig affirms that Craig is in possession of all of Craig's property that Craig had at DEFENDANTS's and/or Released Person's premises and that DEFENDANTS and/or Released Persons are not in possession of any of Craig's property.

5. No Other Outstanding Claims or Causes of Action. Craig affirms that, except for the Litigation, he has not filed with any governmental agency or court any type of action against the Released Persons. Craig understands and agrees that if any action is brought by a third party with regard to the claims and causes of action released in this Release Form, he will not accept any payments or monetary relief relating to any such claims or causes of action.

6. Voiding of this General Release Form: If the COURT rejects the settlement and/or the SETTLEMENT AGREEMENT, fails to approve and enter the Final Approval Order or it does not become Final (defined as all appeal deadlines have run or any appeal is resolved) in substantially the form submitted by the Parties, or fails to enter a Stipulated Dismissal With Prejudice, unless the Parties agree in writing, this GENERAL RELEASE FORM shall be void *ab initio*, and DEFENDANTS shall have no obligations to make any payments under the settlement or this GENERAL RELEASE FORM. The PARTIES agree to a 30-day period to attempt to negotiate and resolve any issues. Any claims available to Craig prior to signing this GENERAL RELEASE FORM shall continue as though this GENERAL RELEASE FORM was never signed.

7. Governing Law and Jurisdiction: This Release Form shall be governed and conformed in accordance with the laws of the State of Georgia without regard to any conflict of laws provision.

8. No Admission of Wrongdoing. The Parties have entered into this Release Form solely to resolve disputed claims based on disputed facts and allegations and to avoid the costs and risks of litigation. Neither the fact of this Release Form nor any of its parts shall be construed as an admission of wrongdoing, liability, or that any fact or allegation asserted by either Party was true.

9 Headings: The headings of the provisions herein are intended for convenient reference only, and the same shall not be, nor be deemed to be, interpretative of the contents of such provision.

10. Modification of Release Form: This Release Form may not be amended, revoked, changed, or modified in any way, except in writing executed by all Parties. Craig agrees not to make any claim at any time or place that this Release Form has been verbally modified in any respect whatsoever. No waiver of any provision of this Release Form will be valid unless it is in writing and signed by the party against whom such waiver is charged. The Parties acknowledge that only an authorized representative of DEFENDANTS has the authority to modify this Release Form on behalf of DEFENDANTS and/or Released Persons.

11. Interpretation: The language of all parts of this Release Form shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any of the Parties. This Release Form has been negotiated by and between attorneys for the Parties and shall not be construed against the “drafter” of the Release Form.

Should any court of competent jurisdiction declare any provision of this Release Form unenforceable, all other provisions of this Release Form shall not be affected and will remain enforceable. To the extent that any release or dismissal in this Release Form is deemed to be illegal, invalid, or unenforceable, Craig agrees to execute a valid full and final release of equal scope in favor of DEFENDANTS in exchange for the payment set forth in Paragraph 1 of this Release Form in the event such payment has not already been made.

12. Binding Nature of Agreement: This Release Form shall be binding upon each of the Parties and upon their respective agents, heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, estates, personal representatives, successors in interest, and assigns.

13. Counterparts: This Release Form may be executed in one or more counterparts, all of which together shall constitute one Release Form, and each of which separately shall constitute an original document.

14. Selective Enforcement: The Parties agree that the failure of any party to enforce or exercise any right, condition, term, or provision of this Release Form shall not be construed as or deemed a relinquishment or waiver thereof, and the same shall continue in full force and effect.

14. Integration Clause: This Release Form sets forth the entire agreement and understanding between the Parties, and supersedes any prior oral or written agreements or understandings between them regarding its subject matter, except, however, this Integration Clause does not apply to the any confidentiality agreements entered into by the Parties as part of the mediation with Mediator Dennis Clifford. If Craig signed a Confidentiality, Non-Solicitation and/or Non-Compete Agreement, Craig agrees to remain bound by the terms of that Agreement.

15. Time To Negotiate and Consider This Release Form. In addition to having the opportunity to negotiate this General Release Agreement, before signing it, through this reference, Craig is advised to consult with an attorney before signing this General Release Agreement. Craig represents that he has carefully read this General Release Agreement and finds that it has been written in language that he understands. Craig has been given a reasonable period of time consider whether to accept this General Release Agreement and has signed it only after reading, considering and understanding it.

CRAIG UNDERSTANDS THAT ONCE HE SIGNS BELOW, THIS DOCUMENT WILL BECOME A LEGALLY ENFORCEABLE AGREEMENT UNDER WHICH HE WILL BE GIVING UP RIGHTS AND CLAIMS HE MAY HAVE, ON THE TERMS STATED IN THIS AGREEMENT.

CRAIG HAS BEEN GIVEN THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO EXECUTION OF THIS AGREEMENT. CRAIG ACKNOWLEDGES THAT HE

HAS CONSULTED WITH HIS ATTORNEYS AND SIGNS THIS AGREEMENT KNOWINGLY, FREELY AND VOLUNTARILY.

BRANDON CRAIG

Dated: _____

By: _____
Brandon Craig

DEFENDANTS

Dates: _____

By: _____

_____, on behalf of
DEFENDANTS.