

SETTLEMENT AGREEMENT

AND

RELEASE OF CLAIMS

Lynette Palevoda, *et al.*

and

White Oak Management, Inc., *et al.*

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims, along with all exhibits hereto (collectively, the “Agreement” or “Settlement”), is entered into between the Named Claimant Lynette Palevoda (“Claimant”), on behalf of herself and the putative FLSA collective members who choose to participate in this Settlement (“FLSA Opt-in Claimants”), and Respondent White Oak Management, Inc. and its related entities (“Respondent” or “White Oak”).

FACTUAL BACKGROUND AND RECITALS

1. Claimant, at all relevant times, was employed by White Oak as a non-exempt, Licensed Practical Nurse, providing direct care to residents at White Oak’s skilled nursing facilities.

2. Claimant alleges that she and other similarly situated health care workers employed by White Oak are deprived of overtime wages as a result of White Oak’s automatic meal break deduction policy. Claimant also alleges that White Oak promised but failed to pay her the full amount of her sign-on bonus in exchange for her continued employment.

3. White Oak denies each of Claimant’s allegations and denies it owes Claimant or any of its employees for allegedly unpaid wages.

4. Claimant, through her attorneys at Rowdy Meeks Legal Group LLC and Davis George LLC, drafted a complaint (the “Complaint”) and prepared to file a federal collective action lawsuit to recover unpaid compensation, including overtime premiums, as well as liquidated damages, penalties, interest, reasonable attorneys’ fees, costs, and any other appropriate relief, under the Fair Labor Standards Act (“FLSA”), on behalf of Claimant and similarly situated current and former employees employed by White Oak, and who elect to opt into the action pursuant to

29 U.S.C. § 216(b). (Draft Complaint, attached as Exhibit 1). Claimant also included a claim to recover the balance of her allegedly unpaid sign-on bonus. *Id.*

5. Prior to filing suit, Claimant sent her Complaint to White Oak, along with correspondence inviting White Oak to toll the statute of limitations and explore the possibility of a pre-suit resolution. White Oak agreed.

6. Claimant and White Oak entered into a tolling agreement, effective August 30, 2024, providing that no statute of limitations on any claim under the FLSA or any state wage and hour law shall run against Claimant and Potential Claimants pursuant to the terms of that agreement. (Tolling Agreement, attached as Exhibit 2).

7. In the months following, the parties engaged in informal discovery, including White Oak's production of personnel documents, workplace policies, time punch data, and extensive electronic pay and time-keeping data for Claimant and the putative FLSA collective members.

8. After both sides had the opportunity to evaluate the documents and data exchanged, and after Claimant's counsel prepared a comprehensive damages model using the electronic pay data White Oak provided, the parties agreed to participate in a mediation with Hunter Hughes, Esq., a highly skilled, respected mediator in complex wage and hour class action litigation. The full-day mediation took place in San Diego, California, on February 26, 2025.

9. The parties did not reach a settlement at mediation. However, Mr. Hughes made a mediator's proposal at the end of the day, and the parties subsequently agreed to the material terms reflected in this Settlement Agreement, on March 3, 2025.

10. For settlement purposes only, the parties stipulate to FLSA collective action certification of the following employee group:

All hourly, non-exempt direct care individuals employed by White Oak Management, Inc., and its related entities at any time from August 31, 2021 through August 31, 2024 (“FLSA Settlement Collective”).

11. This Agreement resolves Claimant’s and participating FLSA Settlement Collective members’ claims arising out of the alleged conduct described in Exhibit 1.

12. The parties have had an opportunity to fully and fairly evaluate the FLSA Settlement Collective members’ claims, including employees’ dates of employment, weeks worked, hours recorded and paid, overtime pay rates, and other comprehensive pay detail for the relevant time period.

13. Claimant and her counsel have conducted an investigation and evaluation of the facts and law relating to the claims asserted in Exhibit 1. In light of the costs, risks, and delay of litigation balanced against the benefits of settlement to the FLSA Settlement Collective members who choose to participate, Claimant and her counsel believe that the settlement as provided in this Agreement is in the best interests of the FLSA Settlement Collective and represents a fair, reasonable, and adequate resolution of the claims. Any FLSA Settlement Collective member who disagrees or is dissatisfied with the relief afforded under this Settlement can simply choose not to participate in this Settlement and retain all their existing rights, if any.

14. White Oak denies all of Claimant’s allegations in the Complaint. Nonetheless, without admitting or conceding any liability or responsibility for damages, White Oak has agreed to settle the claims described in Exhibit 1 on the terms and conditions set forth in this Agreement to avoid the burden, expense, and uncertainty of continuing litigation. If the Agreement is not approved for any reason, Respondent shall be free to assert any defenses to the claims raised by Claimant or FLSA Settlement Collective members, and to oppose certification of either a FLSA

collective action or any Rule 23 class. Neither this Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Agreement, is or may be construed or used in any action or proceeding as an admission, concession, or indication by or against Respondent of any fault, wrongdoing, or liability whatsoever. Claimant and any FLSA Settlement Collective member shall not use the fact of this Agreement or any provision herein as an admission by Respondent, and shall not argue that Respondent has waived any argument, defense, or opposition to collective action or class certification or as to liability and alleged damages.

TERMS OF THE AGREEMENT

In consideration of the mutual promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions Used in this Agreement:

A. **“Administrative Costs”** means (a) the amount to be paid to a third-party settlement administrator, not to exceed \$30,000, for all costs in connection with consummating the terms of this Agreement as set forth in Paragraph 5, and (b) the amount of the Service Payment pursuant to Paragraph 2(C).

B. **“Approval”** means the date an Arbitrator enters an Order approving this Settlement. Approval of this Settlement shall be deemed final and effective immediately upon the Arbitrator’s entry of an Order approving this Settlement and/or dismissal of the Lawsuit (“Effective Date”).

C. **“Attorneys’ Fees and Costs”** means the amount paid to FLSA Counsel from the Gross Settlement Fund pursuant to Paragraph 2(D).

D. **“Respondent” or “White Oak”** means White Oak Management, Inc., White Oak Manor, Inc., and their predecessors, successors, and related entities.

E. **“Effective Date”** means the date the Arbitrator enters an Order approving this Settlement.

F. **“Eligible FLSA Settlement Collective Member”** means each and every FLSA Settlement Collective Member (as defined herein) who has at least one (1) FLSA Week (as defined herein) during the Relevant Time Period (as defined herein).

G. **“FLSA Counsel” or “Claimants’ Counsel”** means Rowdy Meeks Legal Group LLC and Davis George LLC.

H. **“FLSA Opt-in Claimants”** means any Eligible FLSA Settlement Collective Member who timely returns a valid claim form opting into this Settlement.

I. **“FLSA Settlement Collective Member”** means each and every hourly, non-exempt direct care individual, including Claimant, employed by White Oak Management, Inc. and/or White Oak Manor, Inc., or their related entities at any time from August 31, 2021 through August 31, 2024.

J. **“Gross Settlement Fund”** means the amount of \$2,500,000.00. This is the maximum settlement amount that Respondent will be obligated to pay in connection with the settlement, the payment of which will cover the settlement allocations to Claimant and all FLSA Opt-in Claimants, attorneys’ fees and costs, and Administrative Costs (as defined above), such that Respondent’s settlement liability for claims pending in this Lawsuit, excluding the employer’s share of payroll taxes, shall not exceed the combined sum of \$2,500,000.00.

K. **“Named Claimant”** means Lynette Palevoda.

L. **“Net Settlement Fund”** means the Gross Settlement Fund less Administrative Costs, Service Award, and Attorneys’ Fees and Costs. Respondent shall fund the Net Settlement Fund as valid opt ins satisfy all obligations required to receive a payment.

M. **“FLSA Weeks”** means, for Claimant and each FLSA Settlement Collective member, workweeks during any pay period in which (s)he reported and was paid for overtime hours, during the Relevant Time Period, as reflected in White Oak’s pay records.

N. **“Released Claims”** means any and all claims against any of the Released Parties, arising out of the conduct alleged in Exhibit 1, including all state and federal claims that were asserted or could have been asserted before any court, arbitrator, or state or federal agency under the facts alleged in Exhibit 1, through the date of the approval of this Settlement. Such claims being released include, without limitation, all state and federal claims for unpaid straight time and overtime wages, liquidated damages, penalties, interest, costs, fees, and expenses.

O. **“Released Parties”** means White Oak Management, Inc. and White Oak Manor, Inc., including their predecessors, successors and assigns, as well as their current and former officers, directors, agents, and employees.

P. **“Relevant Time Period”** means the time period beginning August 31, 2021 through August 31, 2024.

Q. **“Identification Spreadsheet”** means the electronic spreadsheet which includes the full name, social security number, state of employment, last known mailing address, last known cell phone number, and last known e-mail address, of Named Claimant and each Eligible FLSA Settlement Collective member.

R. **“Workweek/Pay Spreadsheet”** means the electronic spreadsheet which includes the number of FLSA Weeks and the average weighted overtime pay rate for Claimant and each Eligible FLSA Settlement Collective Member during the Relevant Time Period.

2. Settlement Fund and Allocation.

A. Settlement Fund Allocation. Each Eligible FLSA Settlement Collective Member shall be allocated a proportionate share of the Net Settlement Fund.

B. Allocation of the Net Settlement Fund

(i) Each Eligible FLSA Settlement Collective member shall be allocated the same minimum dollar amount of \$25 from the Net Settlement Fund (“Minimum Allocation”) plus their “Individual FLSA Opt-in Share” (together, the “Individual FLSA Opt-in Settlement Allocation”).

(ii) The Net Settlement Fund, less the sum of each eligible FLSA Settlement Collective Member’s “Minimum Allocation,” shall equal the “FLSA Opt-in Fund”.

(iii) Each Eligible FLSA Settlement Collective Member’s “Individual FLSA Opt-in Share” of the “FLSA Opt-in Fund” shall be determined using the following formula:

- 1. Calculate Each Eligible FLSA Settlement Collective Member’s Points.** For each Eligible FLSA Settlement Collective Member, multiply his/her total number of FLSA Weeks by his/her average weighted overtime pay rate. The result is the “Individual FLSA Points.”
- 2. Calculate “Net Share Per Point.”** Add up each of the “Individual FLSA Points” to determine the “Total FLSA Points.” Divide the “FLSA Opt-in Fund” by the “Total FLSA Points.” The result is the “Net Share Per Point.”
- 3. Calculate Each Eligible FLSA Settlement Collective Member’s Share.** For each Eligible FLSA Settlement Collective Member, multiply his/her “Individual FLSA Points” by the “Net Share Per Point” to determine his/her “Individual FLSA Opt-in Share.”

C. Service Payment to Named Claimant. Subject to Arbitrator Approval, Named Claimant will receive a service payment in the amount of \$25,000. This service payment

is in recognition of her efforts to pursue the claims asserted in Exhibit 1 on behalf of the FLSA Settlement Collective, including providing factual information and otherwise assisting FLSA Counsel with investigating and resolving the claims. In exchange for this service payment, Named Claimant will also execute a general release of all claims against Released Parties, through the Effective Date, including but not limited to her individual claims seeking to recover the allegedly unpaid balance of her sign-on bonus, as detailed in Exhibit 1. The service payment will be made at the same time and in addition to the payment allocated from the Net Settlement Fund. Any amounts allocated as a service payment under this Agreement, but not approved by the Arbitrator, shall be added to the Net Settlement Amount, to be proportionally allocated to the Eligible FLSA Settlement Collective Members.

D. Attorneys' Fees and Costs. FLSA Counsel will move for arbitrator approval of Thirty-five Percent (or 35%) of the Gross Settlement Fund or \$875,000.00 as attorneys' fees, plus their costs of approximately \$16,255.65 plus arbitration costs. Claimant does not believe the FLSA requires or authorizes court or arbitrator approval of a settled attorney's fee. However, in the event the Arbitrator disagrees, any amounts allocated as attorneys' fees and costs under this paragraph but not approved by the Arbitrator shall be added to the Net Settlement Amount. Respondent will not oppose (or have any responsibility for) Claimant's request for attorney fees, expenses, or service award before the Arbitrator or the amounts thereof, provided they are consistent with this Agreement. The parties expressly agree that the approval or denial of any request for attorney's fees and costs is not a material condition to this Agreement, and is to be considered by the Arbitrator separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by FLSA Counsel or Claimant's Counsel for an award for fees and costs shall not operate to terminate or cancel this

Agreement. However, Named Claimant reserves the right to appeal the denial of fees and costs (or the reduction of fees and costs requested).

3. **Release.** In accordance with the terms of this Agreement, the Named Claimant and the FLSA Opt-in Claimants (collectively, the “Releasing Parties”) shall be deemed to have irrevocably and unconditionally released and discharged the Released Parties with respect to the Released Claims when the Approval becomes final and no longer appealable.

4. **Approval of Settlement.**

A. **Arbitration.** The parties agree to submit this matter to arbitration, including all claims asserted in Exhibit 1 and all defenses to those claims, as well as settlement approval and approval of the Attorney’s Fees and Costs and Service Payment. The parties agree to arbitrate with attorney Larry R. Rute, Esq. of Associates in Disputes Resolution, LLC, or another agreed-upon arbitrator if Mr. Rute is unable to serve for any reason (the “Arbitrator”).

B. **Arbitrator Approval.** On or before April 8, 2025, Claimant will submit an Arbitration Request to the Arbitrator, along with a Consent Motion to Approve FLSA Collective Action Settlement (“Approval Motion”). In the unlikely event that the Arbitrator finds that the Settlement does not meet the standard for FLSA settlement approval, the parties will negotiate in good faith to modify the Settlement Agreement directly or with the assistance of a mediator, and endeavor to resolve the issue(s) to the satisfaction of the Arbitrator.

5. **Settlement Administration and Payments.**

A. **Settlement Administrator.** The Settlement will be administered by a third-party administrator, Analytics LLC or other vendor selected by Claimant and agreed upon by Respondent (“Settlement Administrator”). Reasonable fees and expenses of the Settlement Administrator, not to exceed \$30,000, shall be deducted from the Gross Settlement Fund.

B. Calculation of Payment Amounts for Each Eligible FLSA Settlement Collective Member.

(i) Within fourteen (14) days of the Effective Date, Respondent will provide the Identification Spreadsheet to FLSA Counsel and the Settlement Administrator. And, within seven (7) days following production of the Identification Spreadsheet, Respondent will provide the Workweek/Pay Spreadsheet to FLSA Counsel and the Settlement Administrator. FLSA Counsel and the Settlement Administrator will keep all information confidential. The Parties shall provide the Settlement Administrator with all necessary cooperation, including but not limited to the execution of all documents necessary to administer the Settlement. Respondents will provide any other information to the Settlement Administrator necessary to enable it to perform the calculations described in Paragraph 2 and to obtain current contact information.

(ii) Within five (5) days of receipt of the Workweek/Pay Spreadsheet and any other information identified in the previous subparagraph, the Settlement Administrator shall calculate the settlement allocations pursuant to the formulas provided in Paragraph 2(B) of this Agreement, and the Settlement Administrator shall provide the calculations to FLSA Counsel and Respondents' Counsel. FLSA Counsel and Defense Counsel will review the calculations for accuracy and cooperate in good faith to promptly resolve any calculation errors.

C. Distribution of Settlement Notice and Claim Form. Within thirty (30) days of the Effective Date, or as soon as practicable after the parties approve the settlement calculations performed in accordance with the formulas in Paragraphs 2(A)-2(C) of this Agreement, the Settlement Administrator shall issue the Notice (in a form agreed to by the Parties and approved by the Arbitrator) to all Eligible FLSA Settlement Collective Members, along with an Opt-in Claim Form. The Notice and Opt-in Claim Form shall be issued once via U.S. Mail, once via e-mail, and

once via text message. The Notice shall inform Eligible FLSA Settlement Collective Members that, by opting into this Settlement, they agree:

To keep the Settlement Agreement and any payment you receive strictly confidential. You agree not to disclose or communicate any term of the Settlement Agreement, including but not limited to the Settlement Payment or any amount you may receive, to anyone other than (a) your counsel; (b) your accountants or tax preparers; and (c) your spouse or partner (if any). Except as specifically permitted by the previous sentence, if you receive any question or inquiry about the Lawsuit or this settlement, you will only state "the Parties resolved the matter among themselves," and say nothing more. You further agree that by accepting and negotiating any payment under the Settlement Agreement, you agree to release the Released Parties from any and all state, local, or federal wage and hour claims.

The Settlement Administrator will provide the parties with a final draft of the Notice and Opt-in Claim Form prior to sending to the Eligible FLSA Settlement Collective Members, and the parties will work out any differences in good faith before it is sent. Eligible FLSA Settlement Collective Members will have forty-five (45) days from issuance to complete and return an Opt-in Claim Form (the "Claim Period") by mail or email or text link. A valid postmark on or before the expiration of the Claim Period constitutes a timely submission.

D. Payment of Administrative Costs and Attorneys' Fees. Within thirty (30) days of the Effective Date, Respondents shall wire the total amount of the Administrative Costs and the Attorneys' Fees and Costs to the Settlement Administrator. Within five (5) business days of receipt of the Administrative Costs and the Attorneys' Fees and Costs, the Settlement Administrator shall wire the Attorneys' Fees and Costs to FLSA Counsel, in such amounts as FLSA Counsel shall direct the Settlement Administrator to apportion among them. The Settlement Administrator will issue FLSA Counsel one or more IRS Forms 1099 for the attorneys' fees and costs paid under this Agreement consistent with the apportionment provided by FLSA Counsel and other tax withholding reports as required by law. Within five (5) business days of receipt of the Administrative Costs and the Attorneys' Fees and Costs, the Settlement Administrator shall

issue to Named Claimant a check for her Service Payment, pursuant to Paragraph 2(C), which shall be delivered via U.S. Priority Mail or other equivalent carrier with delivery tracking.

E. Funding the Claimed Settlement Proceeds and Employer's Share of Payroll Taxes. Within fourteen (14) days after the close of the Claim Period, the Settlement Administrator shall provide the parties with the final list of FLSA Opt-in Claimants, the total amount claimed of the Net Settlement Fund, and the amount Respondent owes in employer payroll taxes (the "Final Claims Spreadsheet"). Within seven (7) days following receipt of the Final Claims Spreadsheet, Respondent shall wire the total amount claimed of the Net Settlement Fund plus the amount owed in employer payroll taxes to the Settlement Administrator.

F. Distribution of Settlement Payments. As soon as practicable after Respondent funds the claimed settlement proceeds and payroll taxes as provided in Paragraph 5(E), the Settlement Administrator shall issue the settlement checks to the Named Claimant and the FLSA Opt-in Claimants. Only the Named Claimant and FLSA Opt-in Claimants are entitled to their Individual FLSA Opt-In Settlement Allocations. Any FLSA Settlement Collective Member who does not become a FLSA Opt-in Claimant by submitting a timely claim form shall not receive his or her Individual FLSA Opt-In Settlement Allocation or receive any portion of the Net Settlement Fund. Any portion of the Net Settlement Fund that is not distributed to the Named Claimant and the FLSA Opt-in Claimants shall be retained by Respondent.

G. Undeliverable Settlement Materials. If materials sent to an Eligible FLSA Settlement Collective Member or FLSA Opt-in Claimant are returned as undeliverable, the Settlement Administrator shall promptly undertake reasonable steps to determine their current address and, if an additional address is located, to send the materials to the updated address.

H. Unclaimed Monies. Checks to FLSA Opt-in Claimants shall remain negotiable for nine (9) months. FLSA Opt-in Claimants who do not cash their checks within 9 months of issuance will have their checks cancelled and their check amounts sent to a state unclaimed property division.

6. Tax Treatment of Payments. For individual settlement allocations as set forth in Paragraph 2(A)-2(B) above, fifty percent (50%) of the amount(s) paid to each FLSA Opt-in Claimant under this Agreement shall be reported by the Settlement Administrator as wages to the appropriate taxing authorities on a Form W-2 issued to the FLSA Opt-in Claimant with his or her taxpayer identification number, and shall be subject to deductions for applicable taxes and withholdings as required by federal, state, and local law. The remaining fifty percent (50%) of the amount(s) paid to each FLSA Opt-in Claimant will be allocated to liquidated damages, interest and/or penalties and reported by the Settlement Administrator as non-wage income to the appropriate taxing authorities on a Form 1099 issued to the FLSA Opt-in Claimant. The Service Payment will be treated as non-wage income and reported by the Settlement Administrator to the appropriate taxing authorities on a Form 1099 issued to the Named Claimant. The Settlement Administrator will be responsible for issuing the appropriate W-2 and 1099 forms, and its fees and expenses in doing so shall be considered "Administrative Costs" under paragraph 1(A) of this Agreement.

7. Arbitrator Retains Jurisdiction To Enforce Agreement. The Arbitrator shall retain jurisdiction with respect to the implementation and enforcement of the terms of the Agreement, to the extent permitted by law, and all Parties hereto submit to the jurisdiction of the Arbitrator for purposes of implementing and enforcing the Settlement embodied in the Agreement.

8. **Cooperation Clause.** The Parties agree to cooperate in good faith to effectuate the Settlement of the Lawsuit, including securing the Arbitrator's approval of the Agreement, and assisting with the administration of the Settlement in accordance with the terms of this Agreement.

9. **No Statements to the Media; Confidentiality.** FLSA Counsel agrees that, if they communicate with any Eligible FLSA Settlement Collective Member about this Settlement prior to issuing the confidentiality notice described in Paragraph 5.C. above, FLSA Counsel shall advise them of their obligation to keep the contents of this Agreement confidential in accordance with this Agreement. Claimant, FLSA Counsel, Respondents, and Respondents' Counsel shall not, directly or indirectly, on their own or through a third party, make any statement, publish any statement, or issue any communication, written or otherwise to or in the media, including but not limited to, print, television, radio and the internet, that refers to this Settlement or Claimant's or FLSA Opt-in Claimants' claims to overtime. This provision does not preclude the parties as appropriate and necessary, from filing or providing this Agreement to an Arbitrator to obtain approval. Except as provided by law, Named Claimant further agrees not to disclose or communicate any term of this Agreement, including but not limited to the Settlement Payment, to anyone other than (a) her counsel; (b) her accountants or tax preparers; and (c) her spouse (if any).

10. **Severability.** Should any clause, sentence, provision, paragraph, or part of this Agreement be adjudged by any court of competent jurisdiction, or be held by any other competent governmental authority having jurisdiction, to be illegal, invalid, or unenforceable, such judgment or holding shall not affect, impair, or invalidate the remainder of this Agreement, but shall be confined in its operation to the clause, sentence, provision, paragraph, or part of the Agreement directly involved, and the remainder of the Agreement shall remain in full force and effect.

11. No Waiver. The failure to enforce at any time, or for any period of time, any one or more of the terms of this Agreement shall not be a waiver of such terms or conditions. Moreover, it shall not be a waiver of such party's right thereafter to enforce each and every term and condition of this Agreement.

12. Authority. Each signatory on behalf of Claimant and Respondents represents and warrants that such party has full authority and power to make the releases and agreements contained in this Agreement on behalf of all FLSA Opt-in Claimants. Named Claimant, FLSA Opt-in Claimants, and Respondents all acknowledge that they have been represented by counsel throughout all negotiations that preceded execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel to resolve a bona fide dispute as to FLSA liability and damages. Each signatory further represents and warrants that such party has not assigned, encumbered, or in any manner transferred all or a portion of the claims covered by the releases and agreements contained herein.

13. Entire Agreement. This Agreement represents the entire agreement between the parties hereto and supersedes all prior oral and written agreements, discussions, including but not limited to the Confidential Settlement Term Sheet that was agreed to by the parties on February 26, 2025. This Agreement may be amended only by an agreement in writing duly executed by all parties hereto.

14. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or other electronic means will constitute effective execution and delivery of this Agreement as to the Parties and may be used in

lieu of the original Agreement for all purposes. Signatures of the Parties transmitted by facsimile or other electronic means will be deemed to be their original signatures for any purpose whatsoever.

ON BEHALF OF RESPONDENT

Date: _____

By: _____

Printed Name: _____

Title: _____

NAMED CLAIMANT

Date: 4/7/2025

DocuSigned by:

By: Lynette Palevoda
Printed Name: Lynette Palevoda

Reviewed and approved as to form by counsel:

Rowdy Meeks Legal Group LLC

Date: 4/7/2025

DocuSigned by:

By: Rowdy Meeks
Printed Name: Rowdy B. Meeks
Attorneys for Named Claimant and FLSA
Opt-in Claimants

Davis George Mook LLC

Date: 4/7/2025

DocuSigned by:

By: Tracey F. George
Printed Name: Tracey F. George
Attorneys for Named Claimant and FLSA
Opt-in Claimants

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ON BEHALF OF RESPONDENT

Date: 4-7-2025

By: 

Printed Name: Douglas M. Cecil

Title: _____

NAMED CLAIMANT

Date: _____

By: _____

Printed Name: Lynette Palevoda

Reviewed and approved as to form by counsel:

FordHarrison LLP

Date: 4/7/25

By: Tom Keim

Printed Name: Thomas Keim

Attorneys for Respondents