

STIPULATION OF SETTLEMENT

This Joint Stipulation of Settlement (“Joint Stipulation”) was made and entered into by Named Plaintiffs Cassidy White, Branden Attiliis, Ritika Sidhartha and Logan Horst, on behalf of themselves, the remaining Named Plaintiffs (as that term is defined herein), the Opt-In Plaintiffs (as that term is defined herein) and all Claimants (as that term is defined herein) (collectively, “Settlement Claimants”), and APFS LLC d/b/a Addison Group (“Defendant”), and is conditioned upon the Court’s approval.

1. DEFINITIONS

The following terms, when used in this Joint Stipulation, have the meanings set forth below, except when they are otherwise or more precisely defined in another section.

(a) “*White* Action” means the civil action filed in the Northern District of Illinois, *Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Case Number 1:23-cv-05464.

(b) “*Gazitt* Action” means the civil action filed in Northern District of California, *Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search*, Case Number 3:25-cv-01328.

(c) “*Portis* Action” means the civil action filed in the District of Colorado, *Jenna Portis, et al. v. APFS Staffing, Inc.*, Case Number 1:25-cv-00883.

(d) “Lawsuits” means the *White* Action, *Gazitt* Action, and *Portis* Action, collectively.

(e) “Plaintiffs’ Counsel” or “Plaintiffs’ Attorneys” means Josephson Dunlap, LLP, Bruckner Burch PLLC and Werman Salas P.C..

(f) “Court” means the United States District Court for the Northern District of Illinois, Eastern Division.

(g) “Potential Claimants” means all current and former recruiters employed by Defendant in the State of Illinois at any time since September 30, 2021, the State of California at any time since January 9, 2022, the State of Colorado at any time since January 30, 2022, the District of Columbia at any time since March 11, 2022, the State of New York at any time since March 11, 2022, or the Commonwealth of Pennsylvania at any time since March 11, 2022, who were generally listed in the

data the Parties exchanged for mediation, and were paid a salary and no overtime compensation, and consisting of no more than approximately three hundred ninety (390) persons.

(h) “Claimant” means any Potential Claimant who submits a Claim as defined in Section 8(a).

(i) “Excluded Claimant” means any Potential Claimant who does not submit a Claim as defined in Section 8(a) and any Claimant or Opt-In Plaintiff who does not negotiate the settlement check.

(j) “Effective Date” means the date by which this Settlement is approved as provided herein and the Court enters the Final Approval Order approving the settlement. The Parties agree to waive all rights to appeal on entry of the Final Approval Order, except that Plaintiffs’ Counsel may appeal an award of Plaintiffs’ Counsel’s fees and costs, should the sum awarded by the Court fall below that requested.

(k) “Named Plaintiffs” shall mean the named Plaintiffs in the *White* Action, Cassidy White, Branden Attiliis, Ritika Sidhartha and Logan Horst, as well as the named plaintiffs in each of the *Gazitt* Action (Heather Gazitt), and the *Portis* Action (Jenna Portis).

(l) “Opt-In Plaintiffs” shall mean the one hundred thirty-seven (137) Claimants who have filed a Notice and Consent to join the *White* Action and are listed on *Exhibit A* hereto. The Opt-In Plaintiffs are entitled to receive recovery under the Settlement without submitting a Claim Form.

(m) “Parties” means the Named Plaintiffs and Defendant, collectively and, separately, each a “Party.”

(n) “Released Parties” means Defendant and its former and present parents, subsidiaries, and affiliated corporations and their respective officers, directors, shareholders, members, managers, representatives, employees, family members and agents, and any other successors, assigns, or legal representatives.

(o) “Settlement” shall mean the resolution of the Lawsuits as effectuated by this Joint Stipulation.

(p) “Settlement Account” shall be a Qualified Settlement Fund established and controlled by the Settlement Administrator under Section 468B of the Internal Revenue Code and Treas. Reg. §1.468B-1, 26 C.F.R. § 1.468B-1, *et seq*, in which the Settlement Fund will be deposited.

(q) “Settlement Administration Costs” shall mean the fees and costs of the Settlement Administrator.

(r) “Attorneys’ Fees” means the \$834,000 in fees to be paid to Plaintiffs’ Counsel in connection with the Lawsuits, including any multiplier, as determined by the Court.

(s) “Litigation Expenses” means any reasonable out of pocket costs incurred by Plaintiffs’ Counsel in connection with the Lawsuits, not to exceed Twenty Six Thousand Dollars (\$26,000.00) .

(t) “Service Awards” means additional payments to the Named Plaintiffs—in the amounts of Ten Thousand Dollars (\$10,000.00) to White and Two Thousand Five Hundred Dollars (\$2,500.00) each to the remaining Named Plaintiffs—in compensation for services personally performed in connection with the Lawsuits.

(u) “Settlement Administrator” shall mean ILYM Group, Inc., a qualified third-party settlement administrator mutually agreeable to the Parties.

(v) “Settlement Amount” shall mean Two Million One Hundred Twenty-Five Thousand Dollars (\$2,125,000.00). The Settlement Amount does not include the employer’s share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Claimants.

(w) “Settlement Fund” shall refer to the common settlement fund that will be funded by Defendant in the Settlement Amount, as well as the employer’s share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Settlement Claimants, and that will be distributed in accordance with this Joint Stipulation.

(x) “Net Settlement Fund” refers to the Settlement Fund less the amounts awarded by the Court for Plaintiffs’ Attorneys’ Fees and Litigation Expenses, the Named Plaintiffs’ Service Awards, the Settlement Administration Costs and any taxes associated with the aforementioned payments except the employer’s share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Settlement Claimants.

(y) “Settlement Payments” means the amounts to be paid to Settlement Claimants from the Net Settlement Fund as described in Section 4 of this Joint Stipulation.

(z) “Minimum Settlement Payment” shall mean the amount of Two Hundred Fifty Dollars (\$250.00).

(aa) “Check Cashing Deadline” means 150 days from the date when the Settlement Administrator mails the Settlement Payments.

(bb) “Potential Claimant Data” means the information described in Section 7(b) of this Joint Stipulation.

2. THIS JOINT STIPULATION IS CONTINGENT ON COURT APPROVAL

Plaintiffs’ Counsel will prepare a motion to the Court requesting approval of the terms of this Joint Stipulation. All obligations of Defendant hereunder, including but not limited to payment of the Settlement Amount, shall be contingent upon the Court’s approval of this Settlement. If, for any reason, the material terms of this Joint Stipulation are not approved by the Court, the Parties will work in good faith to modify the Settlement in order to obtain court approval. Whether or not the Joint Stipulation is approved, neither the Joint Stipulation nor any document, statement, proceeding, or conduct related to this Joint Stipulation, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to any Party. Though if approved, the Joint Stipulation may be used for purposes of enforcing the terms of this Joint Stipulation. Pending Court approval, the *White* Action is stayed and the Parties shall not pursue any discovery or otherwise litigate the claims at issue.

3. STATEMENT OF NO ADMISSION

(a) Although the Parties do not abandon the positions they took in the Lawsuits, they believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light of these realities, the Parties believe that this Joint Stipulation is fair, reasonable, and the best way to resolve the disputes between and among them.

(b) Defendant denies all claims as to liability, wrongdoing, damages, penalties, interest, fees, injunctive relief and all other forms of relief, as well as the class and collective allegations asserted in the Lawsuits. Defendant specifically denies any misclassification or violations of federal, state or local wage and hour laws. Defendant further denies that the Lawsuits are appropriate for class or collective treatment for any purpose other than settlement. Accordingly, this Joint Stipulation shall not be admissible in any future action or other proceeding as an admission of fault, liability, violation of law or for any other purpose. Defendant has agreed to resolve the Lawsuits via this Joint Stipulation, but to the extent this Joint Stipulation is deemed void, Defendant does not waive, but rather expressly reserves, all rights to challenge any and all claims and allegations asserted by Named Plaintiffs in the Lawsuits, any Opt-In Plaintiff, and/or any Potential Claimant should the case proceed, upon all procedural and substantive grounds, including without limitation the ability to challenge collective and class action treatment on any grounds.

4. MONETARY TERMS OF SETTLEMENT

(a) In order to settle the Lawsuits, and as consideration for the release of claims from Settlement Claimants, dismissal of the Lawsuits, and the other good and valuable consideration described herein, Defendant will deposit the Settlement Amount into the Settlement Account, which shall be used to provide for: (i) Settlement Payments to Settlement Claimants, as described in this Joint Stipulation; (ii) Service Awards to the Named Plaintiffs; (iii) Plaintiffs' Attorneys' Fees; (iv) Plaintiffs' Litigation Expenses; (v) Settlement Administration Costs; and (vi) any taxes associated with

the aforementioned payments except the employer's share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Settlement Claimants.

(b) The Settlement Fund shall be allocated as follows, subject to Court approval:

(i) The Net Settlement Fund available for Settlement Claimants' *pro rata* Settlement Payments shall be the Settlement Fund minus the amounts paid to (1) the Named Plaintiffs as Service Awards; (2) Plaintiffs' Counsel for Plaintiffs' Attorneys' Fees and Litigation Expenses; (3) the Settlement Administrator for Settlement Administration Costs, and (4) any taxes associated with the aforementioned payments except the employer's share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Settlement Claimants, and all subject to the limits described herein. The specific amounts to be deducted from the Settlement Fund are set forth below in subparagraphs (ii), (iii), (iv) and (v).

(ii) In addition to their *pro rata* share of the Net Settlement Fund, and in exchange for the release set forth in Section 5(a), each of the Named Plaintiffs shall each receive an additional payment—in the amounts of Ten Thousand Dollars (\$10,000.00) to White and Two Thousand Five Hundred Dollars (\$2,500.00) each to Attiliis, Sidhartha, Horst, Gazitt, and Portis — as Service Awards for their service in the Lawsuits.

(iii) A sum of no more than Eight Hundred Sixty Thousand Dollars (\$834,000) shall be paid to Plaintiffs' Counsel for Plaintiffs' Attorneys' Fees.

(iv) A sum no greater than Twenty-Six Thousand Dollars (\$26,000.00) shall be paid to Plaintiffs' Counsel for Plaintiffs' Litigation Expenses.

(v) A sum no greater than [●] Dollars (\$[●]) shall be paid to the Settlement Administrator for Settlement Administration Costs.

(vi) Any taxes associated with the aforementioned payments except the employer's share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Settlement Claimants, as calculated by the Settlement Administrator

(c) Defendant's total obligation under this Joint Stipulation shall not exceed the Settlement Amount, inclusive of all payments described in this section and the employees' portion of any legal and tax withholdings, but excluding Defendant's payment of the employer's share of applicable state and federal payroll taxes associated with the Settlement Payments made to the Named Plaintiffs and Settlement Claimants.

(d) The Named Plaintiffs and each Opt-In Plaintiff and Claimant's Settlement Payment shall be calculated as follows:

Each Opt-In Plaintiff will receive one (1) point for each workweek he or she worked for Addison from September 30, 2021, through <<DATE OF SETTLEMENT APPROVAL>>.

Each Opt-In Plaintiff will receive two (2) additional points for each workweek he or she worked for Addison from:

i. September 30, 2021, through <<DATE OF SETTLEMENT APPROVAL>> in the State of Illinois;

ii. January 30, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of Colorado;

iii. January 9, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of California.

iv. March 11, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of New York, the District of Columbia or the Commonwealth of Pennsylvania.

Each Claimant who is not an Opt-In Plaintiff will receive two (2) points for each workweek he or she worked for Addison from:

- i. September 30, 2021, through <<DATE OF SETTLEMENT APPROVAL>> in the State of Illinois;
- ii. January 30, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of Colorado;
- iii. January 9, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of California.
- iv. March 11, 2022 through <<DATE OF SETTLEMENT APPROVAL>> in the State of New York, the District of Columbia or the Commonwealth of Pennsylvania.

Notwithstanding the foregoing, any Opt-In Plaintiff or Claimant who participated in the settlement of the civil action filed in the Northern District of Illinois, *Clark Vanderheyden v. Addison Group, LLC*, Case No. 21 CV 2242, shall only receive the above-mentioned points for workweeks he or she worked for Addison from May 15, 2022, through <<DATE OF SETTLEMENT APPROVAL>>.

Within five (5) days of receipt of the Potential Claimant Data, the Settlement Administrator shall calculate the total number of points incurred by the Settlement Claimants based on their workweeks worked during the respective relevant time periods. The Settlement Administrator shall divide the amount of the Net Settlement Fund by the total number of points to calculate the settlement share equal to one (1) point. The Settlement Administrator shall multiply each Settlement Claimant's number of points by the settlement share equal to one (1) point to determine each Settlement Claimant's allocated Settlement Payment of the Net Settlement Fund.

- (e) The Settlement Administrator shall issue one check allocated as follows:

(i) One half of each Settlement Payment will represent wages. Regular employee payroll deductions shall be taken out of this portion of each Settlement Claimant's Settlement Payment as determined by the Settlement Administrator. The Settlement Administrator shall withhold federal and state taxes on that amount for all Settlement Claimants based upon a flat withholding rate, which is reasonable and customary in accordance with Treas. Reg. 31.3402(g)-1(a)(2), and as is calculated by the Settlement Administrator. State tax will be withheld according to applicable state and federal withholding requirements, which the Settlement Administrator shall be responsible for appropriately completing. The Settlement Administrator shall issue each Settlement Claimant an IRS Form W-2 for this portion of the Settlement Payment.

(ii) The other half of each Settlement Payment will represent liquidated damages. Payroll and tax deductions shall not be taken from this portion of each Settlement Claimant's Settlement Payment or from the Service Awards distributed to the Named Plaintiffs. The Settlement Administrator shall issue each Settlement Claimant an IRS Form 1099 for the liquidated damages portion of each Settlement Payment. The Settlement Administrator shall also issue the Named Plaintiffs an IRS Form 1099 for their Service Awards.

(iii) The back of each Settlement Payment check sent to a Settlement Claimant who opted into the *White* Action or who worked for Defendant in the State of Illinois will contain the following limited endorsement:

I agree to release, and not sue for, all wage and hour claims or causes of action against Defendant and the Released Parties that were or could have been asserted in the lawsuit (*Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Northern District of Illinois Case Number 1:23-cv-05464) arising from September 30, 2021 through <<DATE OF SETTLEMENT APPROVAL>>, including overtime claims under the Fair Labor Standards Act or any parallel local or state law.

(iv) The back of each Settlement Payment check sent to a Settlement Claimant who worked for Defendant in the State of Colorado will contain the following limited endorsement:

I agree to release, and not sue for, all wage and hour claims or causes of action against Defendant and the Released Parties that were or could have been asserted in the lawsuit (*Jenna Portis, et al. v. APFS Staffing, Inc.*, District of Colorado Case Number 1:25-cv-00883) arising from January 30, 2022 through <<DATE OF SETTLEMENT APPROVAL>>, including overtime claims under the Fair Labor Standards Act or any parallel local or state law.

(v) The back of each Settlement Payment check sent to a Settlement Claimant who worked for Defendant in the State of California will contain the following limited endorsement:

I agree to release, and not sue for, all wage and hour claims or causes of action against Defendant and the Released Parties that were or could have been asserted in the lawsuit captioned *Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search*, Northern District of California Case Number 3:25-cv-01328 arising from January 9, 2022 through <<DATE OF SETTLEMENT APPROVAL>>, including overtime claims under the Fair Labor Standards Act or any parallel local or state law.

(vi) The back of each Settlement Payment check sent to a Settlement Claimant who worked for Defendant in the States of New York, the District of Columbia or the Commonwealth of Pennsylvania will contain the following limited endorsement:

I agree to release, and not sue for, all wage and hour claims or causes of action against Defendant and the Released Parties that were or could have been asserted in the lawsuit (*Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Northern District of Illinois Case Number 1:23-cv-05464) arising from March 11, 2022 through <<DATE OF SETTLEMENT APPROVAL>>, including overtime claims under the Fair Labor Standards Act or any parallel local or state law.

(f) Defendant shall be responsible for payment of the employer's portion of all applicable payroll taxes for each Settlement Payment.

(g) None of the amounts paid to the Named Plaintiffs or any Settlement Claimant shall create any credit for, or be included in, or otherwise affect or alter the calculation or accrual of any employee benefit plans, programs, agreements or policies supplied, sponsored, maintained, contributed or otherwise provided by Defendant, including for purposes of any incentive plan.

5. RELEASE OF CLAIMS AND NO RE-EMPLOYMENT

(a) In exchange for their Service Awards, following the Court's approval of this Joint Stipulation, the Named Plaintiffs shall release and discharge the Released Parties from the following through the Effective Date:

- (i) all claims raised or which could have been raised in the Lawsuits;
- (ii) all claims, actions, causes of action, class allegations, demands, damages, costs, liabilities, debts, obligations, attorneys' fees, loss of wages and benefits, loss of earning capacity, mental anguish, pain and suffering, or other relief permitted to be recovered or related to, or in any way growing out of Named Plaintiffs' employment with, treatment at, separation from or wages from Defendant;
- (iii) all claims arising under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, as amended, the National Labor Relations Act, as amended, the Equal Pay Act, the Fair Labor Standards Act, as amended, the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, as amended, the Family and Medical Leave Act, 42 U.S.C. § 1981, the Employee Retirement Income Security Act, as amended, the Worker Adjustment and Retraining Notification Act ("WARN"), Illinois wage and hour laws (including the Illinois Minimum Wage Law and Illinois Wage Payment and Collection Act), Illinois Human Rights Act, California's anti-discrimination laws, claims under the California Labor Code, California Wage Orders, California Business and Professions Code, including the Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 et seq.), California Government Code, including the Fair Employment and Housing Act and Family Rights Act (Cal. Gov. Code § 12900 et seq.), Colorado Anti-Discrimination Act, the Colorado Minimum Wage Order, Colorado Wage Claim Act, the Colorado Overtime and Minimum Pay Standards Orders, the Colorado Labor Relations Act, the Colorado Labor Peace Act, Executive Order 2020 091, the District of Columbia Human Rights Act, the District of Columbia Wage Payment and Collection Law, the New York Labor Law, New York Executive Law Sections 296 et seq., the New York Wage Theft Prevention Act, Article 15 of the Executive Law of the State of New York

(Human Rights Law), Pennsylvania Human Relations Act, Pennsylvania Minimum Wage Act, Pennsylvania Wage Payment and Collection Law, Illinois, California, and New York WARN statutes, and any other federal, state, or municipal statute, order, regulation, or ordinance on account of, or any damages or injury related to or in any way growing out of Named Plaintiffs' employment with, treatment at, separation from or compensation from Defendant; and

- (iv) all claims arising under common law, including, but not limited to, tort claims or breach of contract claims (express or implied), intentional interference with contract, intentional infliction of emotional distress, negligence, defamation, violation of public policy, wrongful or retaliatory discharge, tortious interference with contract, and promissory estoppel on account of, or any damages or injury related to or in any way growing out of Named Plaintiffs' employment with, treatment at, separation from or compensation from Defendant.
- (v) Notwithstanding the foregoing release and discharge of claims discussed in Section 5(a)(i)–(iv), Named Plaintiffs do not release or discharge and specifically retain the right to pursue a claim for workers' compensation benefits, if applicable.
- (vi) Named Plaintiffs hereby acknowledge that they have had opportunity to consult with an attorney of their choosing regarding this Joint Stipulation, and specifically the release and discharge of claims discussed in Section 5(a)(i)–(v), prior to executing this Joint Stipulation. Named Plaintiffs further acknowledge that they have the right to consider this Joint Stipulation for at least twenty-one (21) days prior to executing it. If Named Plaintiffs sign this Joint Stipulation before this twenty-one-day period has fully elapsed, they do so voluntarily, with the advice of counsel, and with full and complete understanding of all the terms of this Joint Stipulation, and specifically the release and discharge of claims discussed in Section 5(a)(i)–(v). Named Plaintiffs also acknowledge that the Service Awards discussed above provide separate and valuable consideration for the release of each of the statutory and other claims identified above, including any claim under the Age Discrimination in Employment Act. For a period of seven (7) days following their respective signing of this Joint Stipulation, each Named Plaintiff may revoke this Joint Stipulation by providing written notification of such action to Michael R. Phillips, McGuireWoods LLP, 77 West Wacker Dr., Suite 4100, Chicago, Illinois 60601.

(b) In exchange for their Service Awards and Settlement Payments, the Named Plaintiffs, other than Gazitt, also agree not to re-apply for any form of employment with Defendant or any of the Released Parties. Each of the Named Plaintiffs agrees that Defendant has no obligation to re-hire them in the event that they do re-apply for employment.

(c) In exchange for their Settlement Payment, Settlement Claimants who have opted into the *White* Action or who worked for Defendant in the State of Illinois and who negotiate their Settlement Payment check shall be deemed to have released and discharged the Released Parties from all wage and hour claims or causes of action arising from September 30, 2021 through the Effective Date and which arise out of or are related to the allegations in the Second Amended Complaint filed in the *White* Action, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including Illinois, the District of Columbia, New York, and Pennsylvania wage payment laws, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

(d) In exchange for their Settlement Payment, Settlement Claimants who worked for Defendant in the States of New York, the District of Columbia or the Commonwealth of Pennsylvania and who negotiate their Settlement Payment check shall be deemed to have released and discharged the Released Parties from all wage and hour claims or causes of action arising from March 11, 2022 through the Effective Date and which arise out of or are related to the allegations in the Second Amended Complaint filed in the *White* Action, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including Illinois, the District of Columbia, New York, and Pennsylvania wage payment laws, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

(e) In exchange for their Settlement Payment, Settlement Claimants who worked for Defendant in the State of Colorado and who negotiate their Settlement Payment check shall be deemed to have released and discharged the Released Parties from wage and hour claims or causes of action arising from January 30, 2022 through the Effective Date which arise out of or are related to the allegations in the Complaint filed in the *Portis* Action, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including Colorado wage

payment laws, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

(f) In exchange for their Settlement Payment, Settlement Claimants who worked for Defendant in the State of California and who negotiate their Payment check shall be deemed to have released and discharged the Released Parties from wage and hour claims or causes of action arising from January 9, 2022 through the Effective Date which were or could have been asserted in the Complaint filed in the *Gazitt* Action, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including California wage payment laws, any applicable state law regarding meal and rest periods, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

(g) In addition, Settlement Claimants who worked for Defendant in the State of California waive all rights regarding wage and hour claims under California Civil Code § 1542 which provides:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”.

(g) Excluded Claimants shall not release their federal, local or state claims against Defendant pursuant to this Joint Stipulation.

6. ATTORNEYS' FEES, LITIGATION EXPENSES AND SERVICE AWARDS

(a) Plaintiffs' Counsel shall make an application to the Court for Attorneys' Fees and Litigation Expenses. The Attorneys' Fees sought will not exceed the amount of Eight Hundred Thirty-Four Thousand Dollars (\$834,000). The Litigation Expenses sought will not exceed the amount of

Twenty Six Thousand Dollars (\$26,000). Plaintiffs' Counsel shall file such application with the Motion for Approval of the Joint Stipulation. Defendant will not oppose awards of Attorneys' Fees or Litigation Expenses that do not exceed the amounts in this Section.

(b) Named Plaintiffs and Plaintiffs' Counsel understand and agree that Plaintiffs' Counsel's Attorneys' Fees and Litigation Expenses will be the full, final, and complete payment of all attorneys' fees and costs arising from and/or relating to the representation of the Named Plaintiffs and Settlement Claimants or any other attorneys' fees and costs associated with the investigation and/or prosecution of the Lawsuits. Furthermore, Named Plaintiffs and Plaintiffs' Counsel represent and warrant that to the best of their knowledge, no attorney, other than Plaintiffs' Counsel, has any attorney's fee lien on or claim to any proceeds arising out of, by virtue of, or in connection with the Lawsuits, and that the terms of this Joint Stipulation shall fully satisfy any and all claims by any attorney arising out of or by virtue of or in connection with the Lawsuits.

(c) Plaintiffs' Counsel further represents and warrants that they do not currently represent any person adversely to Addison Group other than the Named Plaintiffs, the Opt-In Plaintiffs, and the Potential Claimants.

(d) All of Defendant's own legal fees, costs and expenses incurred in these Lawsuits shall be borne by Defendant.

(e) Plaintiffs' Counsel shall apply for Service Awards to Named Plaintiffs—in the amounts of Ten Thousand Dollars (\$10,000.00) to White and Two Thousand Five Hundred Dollars (\$2,500.00) each to Attilis, Sidhartha, Horst, Gazitt, and Portis in acknowledgment of their time spent providing documents and information for the prosecution of this litigation on behalf of Settlement Claimants, as well as conferring with Plaintiffs' Counsel, and filing the Lawsuits. The Service Awards shall be paid from the Settlement Fund. Defendant agrees not to oppose such application, so long as it is consistent with the provisions of this Joint Stipulation.

7. SETTLEMENT TIMELINE

The Parties agree to the following timeline for the completion of the Settlement and dismissal of the *White* Action:

(a) Settlement Approval and Dismissal: Named Plaintiffs shall file an Unopposed Motion for Approval of the Settlement with the Court in the *White* Action within twenty-eight (28) days after full execution of this Settlement Stipulation. The Motion shall include a request that the Court dismiss the *White* Action without prejudice, and that the dismissal will convert to a dismissal with prejudice ninety (90) days after Defendant has fully funded the Settlement Account with the Settlement Fund.

(b) Production of Potential Claimant Data: Within ten (10) calendar days of the Effective Date, Defendant shall provide the Settlement Administrator with the following information in a usable electronic format for all Potential Claimants and Opt-In Plaintiffs: (i) name, (ii) employee ID number, (iii) last known address, (iv) last known telephone number, (v) dates of employment and states of employment, and (vi) social security number. Contemporaneously, Defendant shall provide Plaintiffs' Counsel with the names of the Potential Claimants. Plaintiffs' Counsel and the Settlement Administrator agree to keep this information confidential and use it only for the sole purpose of administering the settlement.

(c) Calculation of Estimated Settlement Payments: Within five (5) business days of receipt of the Potential Claimant Data, the Settlement Administrator will provide Defendant with a calculation of the Settlement Payments prepared in accordance with Section 4 above (the "Estimated Calculations") for all Opt-Ins and Potential Claimants. Defendant will have five (5) business days to review and approve of the Estimated Calculations. Consent will not be unreasonably withheld.

(d) Notice of Potential Settlement and Update of Addresses: The Settlement Administrator will complete the Notice of Potential Settlement for each Potential Claimant and Opt-In Plaintiff and will verify the most recent mailing addresses for Potential Claimants and Opt-In Plaintiffs by using the National Change of Address (NCOA) Database, or a comparable database.

Within seven (7) days of receipt of approval of the Estimated Calculations, the Settlement Administrator will mail the Notice of Potential Settlement that is attached hereto as *Exhibit B* to all Potential Claimants and Opt-In Plaintiffs who worked in the State of Illinois, State of Colorado, State of New York, District of Columbia, and Commonwealth of Pennsylvania. Within seven (7) days of receipt of approval of the Estimated Calculations, the Settlement Administrator will mail the Notice of Potential Settlement that is attached hereto as *Exhibit C* to all Potential Claimants and Opt-In Plaintiffs in who worked in the State of California.

(e) Notice Returned as Undeliverable. If any Notice of Potential Settlement is returned to the Settlement Administrator as undeliverable with a forwarding address, the Settlement Administrator will forward the Notice of Potential Settlement to the forwarding address. If the Notice of Potential Settlement is returned to the Settlement Administrator as undeliverable without a forwarding address, the Settlement Administrator shall run a new search for the Potential Claimant's or Opt-In Plaintiff's updated address through available databases, such as Accurint or an equivalent commercial database, and will forward the Notice of Potential Settlement to the new address obtained in this manner, if any. If, after this second mailing, the Notice of Potential Settlement is again returned as undeliverable, and if no other forwarding address is provided by the Potential Claimant or Opt-In Plaintiff or otherwise located by the Claims Deadline, the mailing process shall end for that Potential Claimant or Opt-In Plaintiff.

(f) Claims: Within ninety (90) days from the mailing of the Notice of Potential Settlement, all Claim Forms (attached hereto as *Exhibit D*) from Potential Claimants who wish to participate in the Settlement must be postmarked and mailed to the Settlement Administrator (the "Claims Deadline"). Within ten (10) business days of the Claims Deadline, the Settlement Administrator shall provide the Parties with a list of the names of all the Claimants who have submitted timely and valid Claim Forms.

(g) Calculation of Final Settlement Payments: Within five (5) business days of the Claims Deadline, the Settlement Administrator will provide Defendant with a final calculation of the Settlement Payments prepared in accordance with Section 4 above (the “Final Calculations”) for the Settlement Claimants. Defendant will have five (5) business days to review and approve the Final Calculations (“Final Calculation Approval Deadline”). Consent will not be unreasonably withheld.

(h) Funding the Settlement Account: Within ten (10) business days of the Final Calculation Approval Deadline, Defendant will deposit the Settlement Amount into the Settlement Account.

(i) Payment of the Employer Share of Payroll Taxes: Within fourteen (14) days of the Final Calculation Approval Deadline, the Settlement Administrator shall determine the employer’s share of payroll employment taxes on Settlement Payments to Settlement Claimants, and shall communicate such amount to Defendant with a detailed explanation of the calculations. In the event of any dispute as to the calculation of the employer’s share of payroll taxes, the Parties and Settlement Administrator shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved, it shall be submitted to the Court for a final determination. Within fourteen (14) days of the date the Settlement Administrator notifies Defendant of the amount of the employer’s share of payroll taxes, or within fourteen (14) days after any dispute related to the amount is finally resolved (whichever is later), Defendant shall make an additional payment to the Settlement Account for payroll taxes as may be necessary. The Settlement Administrator shall thereafter remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities on a timely basis for all Settlement Claimants who timely negotiate their settlement checks. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the employer’s share of payroll tax required under this Section. To the extent Defendant has remitted excess payroll taxes to the Settlement Account, the Settlement Administrator shall return those funds to Defendant within fourteen (14) days after the Check Cashing Deadline.

(j) Issuance of Settlement Payments and Service Awards: No later than thirty (30) days after Defendant deposits the Settlement Amount into the Settlement Account in accordance with Section 7(f) of this Joint Stipulation, the Settlement Administrator shall make the following payments:

(i) The Settlement Administrator shall deliver Settlement Payments via First Class U.S. Mail to each Settlement Claimant for his or her *pro rata* share of the Settlement Fund as computed in Section 4 of this Joint Stipulation. The Settlement Payment checks shall be negotiable by Settlement Claimants until the Check Cashing Deadline. The Settlement Administrator shall include a letter, attached as *Exhibit E* to this Joint Stipulation, with each check to each Settlement Claimant explaining the terms of the settlement. The face of each check shall clearly state that the check must be negotiated within 150 days from the date of mailing.

(ii) The Settlement Administrator shall deliver via First Class U.S. Mail to Plaintiffs' Counsel the Named Plaintiffs' Service Awards.

(iii) The Settlement Administrator shall deliver via First Class U.S. Mail or Wire to Plaintiffs' Counsel the Attorneys' Fees and Litigation Expenses awarded by the Court.

(k) Settlement Payment Checks Returned as Undeliverable. If any check is returned to the Settlement Administrator as undeliverable with a forwarding address, the Settlement Administrator will forward the check to the forwarding address. If any check is returned to the Settlement Administrator as undeliverable without a forwarding address, the Settlement Administrator will run a new search for the Settlement Claimants' updated address through available databases, such as Accurint or an equivalent commercial database, and will forward the check to the new address obtained in this manner, if any. If, after this second mailing, the check is again returned as undeliverable, and if no other forwarding address is provided by the Settlement Claimant or otherwise located by the Check Cashing Deadline, the mailing process shall end for that Settlement Claimant.

(l) Telephone Line and Website. The Settlement Administrator shall operate a telephone line and website as a resource for Settlement Claimants to update their contact information. The letter

attached as *Exhibit E* to this Joint Stipulation shall include the applicable telephone number and website address. The Parties shall jointly approve any message(s) or information provided via the telephone line and website.

(m) Settlement Payment Summary. Within fourteen (14) days of the expiration of the Check Cashing Deadline, the Settlement Administrator shall provide to Defendant and Plaintiffs' Counsel: (A) scanned copies of the negotiated Settlement Payment checks, and (B) a list, in Excel format, of the names of all Settlement Claimants including, for each: (1) the amount of the Settlement Claimant's Settlement Payment; (2) the amount of the Settlement Payment attributed to wages; (3) the amount of the Settlement Payment attributed to liquidated damages; and (4) an accounting of all cashed Settlement Payments and the residual amount remaining in the Settlement Account.

(n) Return of Unclaimed Settlement Fund. If any Settlement Claimant's Settlement Payment check is not negotiated by the Check Cashing Deadline, or there otherwise remains any unclaimed Settlement Funds, all checks that are not negotiated shall be cancelled and all unclaimed Settlement Funds shall be returned to Defendant. The return of unclaimed funds shall be made within forty-five (45) days of the Check Cashing Deadline. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting required under applicable local, state, and federal tax laws that are necessitated due to the cancelation of any Settlement Claimant's check. To the extent that the Settlement Administrator is able to obtain or receive the return or refund of the amounts that were transmitted to taxing authorities for the employees' share of taxes, contributions, and/or withholdings associated with the canceled Settlement Claimant's check, all such amounts shall be returned to Defendant.

8. PROCEDURE FOR SUBMITTING A CLAIM.

(a) Procedure for Submitting a Claim. The Notice of Potential Settlement shall provide that Potential Claimants who wish to submit a Claim to the Settlement must mail or fax the Claim Form to the Settlement Administrator. Such Claim Form must be postmarked no later than ninety

(90) days after the mailing of the Notice of Potential Settlement. The date of the postmark on the mailing envelope shall be the exclusive means used to determine whether a Claim has been timely submitted. Upon receipt of the Claim Form, the Settlement Administrator shall verify the person returning the Claim Form is a Potential Claimant. Potential Claimants who fail to submit a Claim in the manner specified above will not be entitled to receive any recovery under the Settlement and will not be bound by the Settlement or have any right to object, appeal or comment thereon. The Named Plaintiffs and Opt-In Plaintiffs are entitled to receive recovery under the Settlement without submitting a Claim Form.

9. NULLIFICATION OF SETTLEMENT AGREEMENT

(a) This Joint Stipulation is contingent upon full and Final Approval by the Court. If: (i) the Court does not enter an order approving the Joint Stipulation; or (ii) the settlement of the Lawsuits does not become final for any other reason, this Joint Stipulation shall be null and void.

(b) If the settlement of the Lawsuits becomes void for any of the reasons specified in Section 9(a) above, any order or judgment entered by the Court in furtherance of this Joint Stipulation shall be treated as void *ab initio* and the Parties agree that nothing in this Joint Stipulation shall be used or construed by or against any party as a determination, admission or concession of any issue of law or fact in the Lawsuits, and that Defendant does not waive, and expressly reserves, all rights to challenge all allegations and claims upon procedural and factual grounds, including without limitation the ability to challenge class and/or collective action treatment on any grounds and/or to assert any and all defenses as if this Joint Stipulation was not entered into. In such a case, the Parties and any funds to be awarded under this Joint Stipulation shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Joint Stipulation, and the Parties shall proceed in all respects as if this Joint Stipulation had not been executed.

(c) In the event an appeal is filed related to this Joint Stipulation, administration of the settlement of the Lawsuits shall be stayed pending final resolution of the appeal or other appellate review.

10. MUTUAL FULL COOPERATION

The Parties agree that they will fully cooperate with each other to effectuate and implement all terms and conditions of this Joint Stipulation, and exercise good-faith efforts to accomplish the terms and conditions of this Joint Stipulation. At no time shall the Parties or their counsel seek to encourage or discourage any Potential Claimant or Opt-In Plaintiff from participating in the settlement.

11. CONFIDENTIALITY

Named Plaintiffs shall not discuss the monetary amounts within this Agreement with any third parties other than their counsel, their accountants and tax advisers, their spouses and immediate family or other Settlement Claimants. The Parties acknowledge and agree that the terms of the Settlement Agreement may be disclosed to the Court and/or the Settlement Administrator in connection with the approval, administration or enforcement of the agreement and nothing herein shall restrict or prohibit such disclosure. Notwithstanding the foregoing, the Parties may not otherwise publicly disclose, publicize or issue press releases regarding the monetary amounts within this Joint Stipulation or the settlement of the Lawsuits more generally.

12. CONSTRUCTION

The terms and conditions of this Joint Stipulation are the result of lengthy, intensive, arms-length negotiations between the Parties. Accordingly, this Joint Stipulation is not to be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of the Joint Stipulation.

13. INTEGRATION

This Joint Stipulation contains the entire agreement between the Parties relating to the

Settlement, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. There are no undisclosed side agreements between the Parties or their counsel. No rights hereunder may be waived except in writing.

14. BINDING ON SUCCESSORS AND ASSIGNS

This Joint Stipulation shall be binding upon and inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

15. MODIFICATION

This Joint Stipulation may not be changed, altered, or modified, except in writing and signed by the Parties and approved by the Court. This Joint Stipulation may not be discharged except by performance with its terms or by a writing signed by the Parties and approved by the Court.

16. APPLICABLE LAW

The terms of this Joint Stipulation shall be governed by and construed in accordance with Illinois law.

17. THIS SETTLEMENT IS FAIR, ADEQUATE AND REASONABLE

The Parties warrant and represent they have conducted a thorough investigation of the facts and claims alleged in the Lawsuits. The Parties further represent and warrant that they believe this Settlement is a fair and reasonable resolution of the Lawsuits and that they have arrived at this Settlement in arms-length negotiations, accounting for all relevant factors, present and potential. This Settlement was reached after extensive negotiations, facilitated by Mediator Dennis A. Clifford.

18. RETENTION OF JURISDICTION

The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Joint Stipulation and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the Settlement embodied in this Joint Stipulation and all

orders and judgments entered in connection therewith.

19. COUNTERPARTS

This Joint Stipulation may be executed in counterparts, and when each Party 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 Joint Stipulation, which shall be binding upon and effective as to all Parties in accordance with the Effective Date defined herein. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

20. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Joint Stipulation and bind the respective Parties to its terms and conditions.

By: Cassidy White
Cassidy White (Apr 17, 2026 16:18:36 EDT)
Plaintiff, Cassidy White

Dated: 04/17/2026

By: _____
Plaintiff, Branden Attiliis

Dated: _____

By: _____
Plaintiff, Ritika Sidhartha

Dated: _____

By: _____
Plaintiff, Logan Horst

Dated: _____

By: _____
Plaintiff, Heather Gazitt

Dated: _____

By: _____
Plaintiff, Jenna Portis

Dated: _____

orders and judgments entered in connection therewith.

19. COUNTERPARTS

This Joint Stipulation may be executed in counterparts, and when each Party 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 Joint Stipulation, which shall be binding upon and effective as to all Parties in accordance with the Effective Date defined herein. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

20. PARTIES' AUTHORITY

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By: _____
Plaintiff, Cassidy White

Dated: _____

By:  _____
Branden Attilius (Apr 17, 2026 16:12:36 EDT)
Plaintiff, Branden Attilius

Dated: **04/17/2026** _____

By: _____
Plaintiff, Ritika Sidhartha

Dated: _____

By: _____
Plaintiff, Logan Horst

Dated: _____

By: _____
Plaintiff, Heather Gazitt

Dated: _____

By: _____
Plaintiff, Jenna Portis

Dated: _____

orders and judgments entered in connection therewith.

19. COUNTERPARTS

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20. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Joint Stipulation and bind the respective Parties to its terms and conditions.

By: _____
Plaintiff, Cassidy White

Dated: _____

By: _____
Plaintiff, Branden Attiliis

Dated: _____

By:  _____
Ritika Sidhartha (Apr 20, 2026 12:03:25 EDT)
Plaintiff, Ritika Sidhartha

Dated: **04/20/2026** _____

By: _____
Plaintiff, Logan Horst

Dated: _____

By: _____
Plaintiff, Heather Gazitt

Dated: _____

By: _____
Plaintiff, Jenna Portis

Dated: _____

orders and judgments entered in connection therewith.

19. COUNTERPARTS

This Joint Stipulation may be executed in counterparts, and when each Party 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 Joint Stipulation, which shall be binding upon and effective as to all Parties in accordance with the Effective Date defined herein. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

20. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Joint Stipulation and bind the respective Parties to its terms and conditions.

By: _____
Plaintiff, Cassidy White

Dated: _____

By: _____
Plaintiff, Branden Attiliis

Dated: _____

By: _____
Plaintiff, Ritika Sidhartha

Dated: _____

By: Logan Horst
Logan Horst (Apr 17, 2026 15:47:07 EDT)
Plaintiff, Logan Horst

Dated: **04/17/2026**

By: _____
Plaintiff, Heather Gazitt

Dated: _____

By: _____
Plaintiff, Jenna Portis

Dated: _____

orders and judgments entered in connection therewith.

19. COUNTERPARTS

This Joint Stipulation may be executed in counterparts, and when each Party 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 Joint Stipulation, which shall be binding upon and effective as to all Parties in accordance with the Effective Date defined herein. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

20. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Joint Stipulation and bind the respective Parties to its terms and conditions.

By: _____
Plaintiff, Cassidy White

Dated: _____

By: _____
Plaintiff, Branden Attiliis

Dated: _____

By: _____
Plaintiff, Ritika Sidhartha

Dated: _____

By: _____
Plaintiff, Logan Horst

Dated: _____

By:  _____
Plaintiff, Heather Gazitt

Dated: **04/17/2026**

By: _____
Plaintiff, Jenna Portis

Dated: _____

orders and judgments entered in connection therewith.

19. COUNTERPARTS

This Joint Stipulation may be executed in counterparts, and when each Party 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 Joint Stipulation, which shall be binding upon and effective as to all Parties in accordance with the Effective Date defined herein. Electronic signatures compliant with the ESIGN Act and signatures transmitted by fax or .pdf shall have the same effect as an original ink signature.

20. PARTIES' AUTHORITY

The signatories hereto represent that they are fully authorized to enter into this Joint Stipulation and bind the respective Parties to its terms and conditions.

By: _____ Dated: _____
Plaintiff, Cassidy White

By: _____ Dated: _____
Plaintiff, Branden Attiliis

By: _____ Dated: _____
Plaintiff, Ritika Sidhartha

By: _____ Dated: _____
Plaintiff, Logan Horst

By: _____ Dated: _____
Plaintiff, Heather Gazitt

By:  _____ Dated: **04/17/2026**
Jenna Portis (Apr 17, 2026 12:57:32 PDT)
Plaintiff, Jenna Portis

By:



APFS LLC

d/b/a Addison Group

Dated:

4/27/2020

Its:

Sr. Employment Counsel

By:

Collin T. Cueny

JOINT STIPULATION OF SETTLEMENT

Exhibit A - Opt-In Plaintiffs

	<u>Name</u>
1	Sara Ahmed
2	Christian Albelo
3	Jacob Anderson
4	Nicklaus Andre
5	Leksana Andrews
6	Jessaka Arrasmith
7	Branden Attiliis
8	Jordan Ballard
9	Katelyn Barnhardt
10	Hailey Bialas
11	Eric Bilbrough
12	Jenna Breen
13	Dominik Bronakowski
14	Taylor Brown
15	Sarah Caldwell
16	Benjamin Callies
17	Christa Campbell
18	Sedna Cansigno
19	Emma Chiles
20	Kelly Clausen
21	London Council
22	Madison Cox
23	Andrew D Orsi
24	Elizabeth Daehler
25	Gabrielle DeGrazia
26	Blake Fawley
27	Makenna Fiedler
28	Jillian Fierke
29	Madison Fisher
30	Sean Freedberg
31	Donald Friedel
32	Kate Gallagher
33	Haleigh Garcia Castillo
34	Sebastian Garcia Villagomez

34	Francesca Giammarco
36	Caroline Gregory
37	Erin Habig
38	Lauren Habig
39	Jessica Hartzer
40	Jonathan Heitz
41	Holly Hetrick
42	Hayley Hildner
43	Dashiah Hirst
44	Adam Holderbaum
45	Logan Horst
46	Jennifer Houser
47	Sara Houthoofd
48	Meghan Hughes
49	Halie Iavarone
50	Sarah Ioder
51	Rahnisha Jackson
52	Natalija Jankovic
53	Olivia Karl
54	Caitlin Kelly
55	Ashley Kemp
56	Emma Kemp
57	Alexis Kennedy
58	Amelia King
59	Haylee Klima
60	Tyler Konecki
61	Sarah Krajewski
62	Christopher Kugler
63	Hailey Lamphere
64	Jessica Lasher
65	Olivia Lavender
66	Zachary Lavin
67	Savannah Lawless
68	Hannah Lim
69	Emily Lobo
70	Louis Lombardo
71	Christian Angelo Lopez
72	Kristine Loughery

73	Dennis Machado
74	Kayla Margerum
75	Madison Marucci
76	Georgie McCarty
77	TreDerrion McCray
78	Julianne McGee
79	Olivia McKennon
80	Christopher McKenzie
81	Sydney Mejia
82	Cole Menard
83	Nichelle Mendes
84	Sterling Miller
85	M Kahla Miner
86	Christian Morales
87	JaVaunte Neumann
88	Michael Nguyen
89	Blake Nizko
90	Christina Novak
91	Alex Ogden
92	Sydney O'Rourke
93	Alison Owen
94	Sydney Parker
95	Morgan Parsons
96	Karlie Payne
97	Nicholas Vincent Pendolino
98	Kristen Perrin
99	Averie Peterson
100	Gareth Phillips
101	Brett Pilcher
102	Alessandro Poppante
103	Austin Porter
104	Amelia Portin
105	Michael Prassa
106	Elisa Prian
107	Alexandria Ramirez
108	Sophia Read
109	Natalie Retaleato
110	Destiny Reynolds

111	Erin Rhoads
112	Dylan Rich
113	Jacqueline Romero
114	Victoria Rosen
115	Emily Ross
116	Ashleigh Rutledge
117	Christian Salvo
118	Elle Scott
119	Katherine Sicilia
120	Ritika Sidhartha
121	Alexa Snodgrass
122	Edward Stackman
123	Lauren Steeves
124	Veronica Tapia
125	Catherine Tojo
126	Vanessa Toomer
127	Lillian Vanderburg
128	Jessica Waltz
129	Margaret Warkenthien
130	Trent Watson
131	Dylan Weinstein
132	James Wetendorf
133	Cassidy White
134	Claire Wille
135	Jasmine Wingo
136	Emily Wipperfurth
137	Korryn Zeltwanger (Brewer)

JOINT STIPULATION OF SETTLEMENT

Exhibit B

IMPORTANT NOTICE REGARDING UNPAID OVERTIME SETTLEMENT WITH APFS, LLC D/B/A ADDISON GROUP.

Date: «Date»

To: «First_Name» «Last_Name»

Re: Your Right to Overtime Pay from Settlement with APFS, LLC d/b/a Addison Group
(Addison Group)

THE AMOUNT OF YOUR ESTIMATED SETTLEMENT PAYMENT:

\$ _____

WHY AM I GETTING THIS NOTICE?

You are getting this notice because you worked as a Recruiter¹ in Illinois at any time since September 30, 2021; Colorado any time since January 30, 2022; the District of Columbia any time since March 11, 2022; New York any time since March 11, 2022; or Pennsylvania any time since March 11, 2022, and were paid a salary and no overtime compensation.

A group of lawsuits filed against Addison Group on behalf of Recruiters who meet the above definition have settled. The lawsuits alleged that Plaintiffs and certain Recruiters were not paid proper overtime under federal, state and local law. Plaintiffs argued that even though they were classified as exempt, no exemption applied.

Addison Group denies these allegations and contends that you were at all times properly classified as exempt and paid lawfully and properly for your work. The parties have reached a settlement of this dispute in order to avoid further litigation.

THIS NOTICE IS TO INFORM YOU THAT **YOU ARE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT IN THIS CASE, AS DESCRIBED BELOW. UNLESS YOU SEPARATELY FILED AN OPT-IN TO THE CASE, TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED CLAIM FORM BY <<DATE – 90 DAYS FROM MAILING OF THE NOTICE>>**

YOUR PRO RATA SHARE OF THE SETTLEMENT.

Your settlement payment is based on your work history, including the number of weeks worked in the relevant period. Your pro rata share was determined after deducting the (a) costs of administering this settlement; (b) service awards for the Named Plaintiffs; and (c) attorneys' fees and costs.

After you submit a claim, you will receive your settlement payment. When you receive your settlement payment you will have 150 days from the date the Settlement Administrator mails your check to endorse and negotiate the check you will receive. If you don't negotiate the check, you will not be

¹ Recruiters includes junior recruiter; recruiter; consultant performing recruiting duties; or some combination of these positions working for Addison Group.

entitled to any compensation from Addison Group or the Released Parties.

YOUR OPTIONS:

You May:	Description:
Receive Settlement Money – Unless you have already opted into the case, Submission of Claim Form Required.	If you participate in this settlement, you will receive an <u>estimated</u> settlement allocation of « ESTIMATE». This amount is solely an estimate. The actual amount you will receive will be determined once all Claim Forms have been submitted. The amount may go up or may go down depending on how many people submit a Claim Form. <u>Unless you have already opted into the case, the only way to receive settlement money is by submitting a timely and properly completed Claim Form (enclosed) and cash the Settlement Check that will be sent after the Settlement Administrator grants your Claim.</u> <u>Illinois Employees</u> If you negotiate the Settlement Check and worked in Illinois, you will be releasing all wage and hour claims or causes of action arising from September 30, 2021 through <<DATE OF SETTLEMENT APPROVAL>> and which arise out of or are related to the allegations in the Second Amended Complaint filed in <i>Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search</i>, Northern District of Illinois Case Number 1:23-cv-05464, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including Illinois, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses, and interest for such owed overtime pay. A copy of the Complaint filed in <i>Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search</i>, Northern District of Illinois Case Number 1:23-cv-05464 is available for review at the following website: [●] <u>Colorado Employees</u> If you negotiate the Settlement Check and worked in Colorado, you will be releasing all wage and hour claims or causes of action arising from January 30, 2022 through <<DATE OF SETTLEMENT APPROVAL>> which arise out of or are related to the allegations in the Complaint filed in <i>Jenna Portis, et al. v. APFS Staffing, Inc.</i>, District of Colorado Case Number 1:25-cv-00883, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including Colorado wage payment laws, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses, and interest for such owed overtime pay. A copy of the Complaint filed in <i>Jenna Portis, et al. v. APFS Staffing, Inc.</i>, District of Colorado Case Number 1:25-cv-00883 is available for review at the following website: [●] <u>District of Columbia, New York, or Pennsylvania Employees</u> If you negotiate the Settlement Check and worked in the District of Columbia, New York, or Pennsylvania, you will be releasing all wage and hour claims or causes of action arising from March 11, 2022 through <<DATE OF SETTLEMENT APPROVAL>> and which

You May:	Description:
	arise out of or are related to the allegations in the Second Amended Complaint filed in <i>Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search</i> , Northern District of Illinois Case Number 1:23-cv-05464, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including the District of Columbia, New York, and Pennsylvania wage payment laws, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay. A copy of the Complaint filed in <i>Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search</i> , Northern District of Illinois Case Number 1:23-cv-05464 is available for review at the following website: [●]
Exclude Yourself From The Settlement.	If you do not want to participate in the settlement of the claims in the lawsuits, if you have not opted into the case, you do not need to do anything. If you elect to exclude yourself, you will not receive any money, and you will not be waiving any rights or claims that you may have against the Released Parties. If you have opted into the case, you can exclude yourself by not cashing the check that will be sent to you.

WHAT DOES THE COURT THINK?

While the Court approved this settlement, the Court did not determine Addison Group (or anyone else) did anything wrong. The Court did not determine you are owed any money. Instead, this is a settlement payment which the Court approved as fair and reasonable in light of the claims and defenses asserted.

WHAT DOES ADDISON GROUP THINK?

Addison Group believes this settlement is a business solution to this dispute. Addison Group has, at all times, disputed that it or its subsidiaries violated any law. It believes its pay practices are fully compliant with all laws and that the class members are exempt from the overtime requirements Plaintiffs allege were not met.

WHAT IF I HAVE OTHER QUESTIONS?

This notice is only a summary. If you have additional questions, please call Plaintiffs' Counsel at **713-352-1100**. The deadline to submit a Claim and 150-day deadline to cash your check will not be extended under any circumstances.

If you have questions, please call or email [●] at ILYM Group, Inc., 2832 Walnut Ave. STE C, Tustin, CA 92780, [●]

Please do not contact the Court regarding this settlement. The Court must remain neutral in this matter and cannot offer you advice.

JOINT STIPULATION OF SETTLEMENT

Exhibit C

IMPORTANT NOTICE REGARDING UNPAID OVERTIME SETTLEMENT WITH APFS, LLC D/B/A ADDISON GROUP.

Date: «Date»

To: «First_Name» «Last_Name»

Re: Your Right to Overtime Pay from Settlement with APFS, LLC d/b/a Addison Group (Addison Group)

THE AMOUNT OF YOUR ESTIMATED SETTLEMENT PAYMENT:

\$ _____

WHY AM I GETTING THIS NOTICE?

You are getting this notice because you worked as a Recruiter² in California any time since January 9, 2022, and were paid a salary and no overtime compensation.

A group of lawsuits filed against Addison Group on behalf of Recruiters who meet the above definition have settled. The lawsuits alleged that Plaintiffs and certain Recruiters were not paid proper overtime under federal, state and local law. Plaintiffs argued that even though they were classified as exempt, no exemption applied.

Addison Group denies these allegations and contends that you were at all times properly classified as exempt and paid lawfully and properly for your work. The parties have reached a settlement of this dispute in order to avoid further litigation.

THIS NOTICE IS TO INFORM YOU THAT YOU ARE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT IN THIS CASE, AS DESCRIBED BELOW. UNLESS YOU SEPARATELY FILED AN OPT-IN TO THE CASE, TO RECEIVE YOUR SHARE OF THE SETTLEMENT, YOU MUST SUBMIT THE ENCLOSED CLAIM FORM BY <<DATE – 90 DAYS FROM MAILING OF THE NOTICE>>

YOUR PRO RATA SHARE OF THE SETTLEMENT.

Your settlement payment is based on your work history, including the number of weeks worked in the relevant period. Your pro rata share was determined after deducting the (a) costs of administering this settlement; (b) service awards for the Named Plaintiffs; and (c) attorneys' fees and costs.

After you submit a claim, you will receive your settlement payment. When you receive your settlement payment you will have 150 days from the date the Settlement Administrator mails your check to endorse and negotiate the check you will receive. If you don't negotiate the check, you will not be entitled to any compensation from Addison Group or the Released Parties.

² Recruiters includes junior recruiter; recruiter; consultant performing recruiting duties; or some combination of these positions working for Addison Group.

YOUR OPTIONS:

You May:	Description:
Receive Settlement Money – Unless you have already opted into the case, Submission of Claim Form Required.	If you participate in this settlement, you will receive an estimated settlement allocation of «ESTIMATE». This amount is solely an estimate. The actual amount you will receive will be determined once all Claim Forms have been submitted. The amount may go up or may go down depending on how many people submit a Claim Form. <u>Unless you have already opted into the case, the only way to receive settlement money is by submitting a timely and properly completed Claim Form (enclosed) and cash the Settlement Check that will be sent after the Settlement Administrator grants your Claim.</u> If you negotiate the Settlement Check, you will be releasing all wage and hour claims or causes of action arising from January 9, 2022 through <<DATE OF SETTLEMENT APPROVAL>>, which were or could have been asserted in the Complaint filed in <i>Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search</i>, Northern District of California Case Number 3:25-cv-01328, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including California wage payment laws, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys’ fees and costs, expenses, and interest for such owed overtime pay. Copies of <i>Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search</i>, Northern District of California Case Number 3:25-cv-01328, are available for review at the following website: [●]
Exclude Yourself From The Settlement.	If you do not want to participate in the settlement of the claims in the lawsuits, if you have not opted into the case, you do not need to do anything. If you elect to exclude yourself, you will not receive any money, and you will not be waiving any rights or claims that you may have against the Released Parties. If you have opted into the case, you can exclude yourself by not cashing the check that will be sent to you.

WHAT DOES THE COURT THINK?

While the Court approved this settlement, the Court did not determine Addison Group (or anyone else) did anything wrong. The Court did not determine you are owed any money. Instead, this is a settlement payment which the Court approved as fair and reasonable in light of the claims and defenses asserted.

WHAT DOES ADDISON GROUP THINK?

Addison Group believes this settlement is a business solution to this dispute. Addison Group has, at all times, disputed that it or its subsidiaries violated any law. It believes its pay practices are fully compliant with all laws and that the class members are exempt from the overtime requirements Plaintiffs allege were not met.

WHAT IF I HAVE OTHER QUESTIONS?

This notice is only a summary. If you have additional questions, please call Plaintiffs' Counsel at **713-352-1100**. The deadline to submit a Claim and 150-day deadline to cash your check will not be extended under any circumstances.

If you have questions, please call or email [●] at ILYM Group, Inc., 2832 Walnut Ave. STE C, Tustin, CA 92780, [●]

Please do not contact the Court regarding this settlement. The Court must remain neutral in this matter and cannot offer you advice.

JOINT STIPULATION OF SETTLEMENT

Exhibit D

CLAIM FORM INSTRUCTIONS

This Claim Form is for Potential Claimants. If you worked for Defendant as a Recruiter in the State of Illinois at any time between September 30, 2021 and October 30, 2024, the State of California at any time January 9, 2022 and October 30, 2024, the State of Colorado at any time between January 30, 2022 and April 2, 2025, the District of Columbia at any time between March 11, 2022 and April 2, 2025, the State of New York at any time between March 11, 2022 and April 2, 2025, or the Commonwealth of Pennsylvania at any time between March 11, 2022 and April 2, 2025, and you have not already opted-in to the case, you are a Potential Claimant. To receive a payment from the Settlement Fund, if you have not already opted-in to the lawsuit, you must complete and submit this form. If you have already opted-in to the lawsuit, you do not need to complete and submit this form.

How To Complete This Claim Form

1. To submit this Claim Form to the Settlement Administrator send by U.S. Mail to the following address: <<ADDRESS>>. Your Claim Form must be postmarked by **<<DATE – 90 DAYS FROM MAILING OF THE NOTICE>>**.
2. You must complete the entire Claim Form. Please type or write your responses legibly.
3. If your Claim Form is incomplete or missing information, the Settlement Administrator may contact you for additional information. If you do not respond by the deadline provided by the Settlement Administrator for you to supply any such additional information, your claim will not be processed, and you will waive your right to receive money under the Settlement.
4. You may only submit one Claim Form.
5. Submission of the Claim Form does not guarantee payment. Your Claim Form must be approved by the Settlement Administrator.
6. If you have any questions, please contact the Settlement Administrator by email at <<EMAIL>>, by telephone at <<PHONE NUMBER>> or by U.S. mail at the address listed above.
7. **You must notify the Settlement Administrator if your contact information changes after you submit your Claim Form. If you do not, even if you submit a valid claim under the Settlement, you may not receive your Settlement payment.**
8. If your Claim is approved and you accept payment from the Settlement Fund, you will be required to release all claims against Defendant relating to the allegations of the Complaint.
9. **DEADLINE --** The completed and signed Claim Form must be postmarked by **<<DATE – 90 DAYS FROM MAILING OF THE NOTICE>>**.

CLAIM FORM

YOUR CLAIM MUST BE SUBMITTED ONLINE OR POSTMARKED BY <<DATE – 90 DAYS FROM MAILING OF THE NOTICE>>.

I. YOUR CONTACT INFORMATION

Provide your name and contact information below. You must notify the Settlement Administrator if your contact information changes after you submit this form. NOTE: The personal information you provide below will be processed only for purposes of effectuating the Settlement.

First Name	Last Name

Street Address

--	--	--

City

State

Zip Code

--	--

Current Phone Number

Email Address

II. VERIFICATION AND ATTESTATION UNDER OATH

By signing below and submitting this Claim Form, I hereby swear under penalty of perjury that I am the person identified above and the information provided in this Claim Form is true and correct.

Your signature

Date: _____
MM DD YYYY

Your name

REMINDER CHECKLIST

1. Please make sure you answered all the questions on the Claim Form.
2. Please make sure that you signed and dated the Claim Form.
3. Please keep a copy of your completed claim form for your own records.
4. Please submit your completed Claim Form by mail by <<DATE – 90 DAYS FROM MAILING OF THE NOTICE>> to: <<SETTLEMENT ADMINISTRATOR>>, <<ADDRESS>>

JOINT STIPULATION OF SETTLEMENT

Exhibit E

To: «First_Name» «Last_Name»

Re: Settlement with APFS, LLC D/B/A ADDISON GROUP of Your Unpaid Overtime Claim

The Parties have agreed to settle your <<claims in the civil action filed in the Northern District of Illinois, *Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Case Number 1:23-cv-05464; the civil action filed in the District of Colorado, *Jenna Portis, et al. v. APFS Staffing, Inc.*, Case Number 1:25-cv-00883; the civil action filed in Northern District of California, *Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search*, Case Number 3:25-cv-01328>> (the “Action”). The Action alleged that Plaintiff and certain Recruiters were not paid proper overtime under federal, state and local law and that even though they were classified as exempt, no exemption applied. Addison Group denies these allegations.

The Parties reached this settlement after months of negotiations, during which each side recognized the risk of an uncertain outcome. The Parties presented the proposed settlement to the Court for approval. On <<DATE>>, the Court approved the settlement as fair and reasonable.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Addison Group or any Released Party that the claims in the Action have merit or that it has any liability to plaintiffs or the proposed class or collective on those claims. Addison Group and the Released Parties have denied and continue to deny any such liability and maintain that they complied with all applicable laws.

The Parties and their counsel have concluded that the Settlement is advantageous, considering the risks and uncertainties to each side of continued litigation. The parties and their counsel have determined that the settlement is fair, reasonable, and adequate and is in the best interests of the members of the class.

Enclosed is a check for \$_____representing your share of the settlement. Your settlement payment is based on your work history, including the number of weeks worked in the relevant period. Your pro rata share was determined after deducting the (a) costs of administering this settlement; (b) service awards for the Named Plaintiffs; and (c) attorneys’ fees and costs.

You have 150 days to endorse and deposit this check. If you do not cash the check, you will not be entitled to any compensation from Addison Group or the Released Parties.

<<For Illinois Employees: In exchange for cashing your check, you will have agreed to releasing the Released Parties from all wage and hour claims or causes of action arising from September 30, 2021 through <<DATE OF SETTLEMENT APPROVAL>> and which arise out of or are related to the allegations in the Second Amended Complaint filed in *Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Northern District of Illinois Case Number 1:23-cv-05464, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including

Illinois, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

For Colorado Employees: In exchange for cashing your check, you will have agreed to releasing Released Parties from all wage and hour claims or causes of action arising from January 30, 2022 through <<DATE OF SETTLEMENT APPROVAL>> which arise out of or are related to the allegations in the Complaint filed in *Jenna Portis, et al. v. APFS Staffing, Inc.*, District of Colorado Case Number 1:25-cv-00883, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including Colorado wage payment laws, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

For California Employees: In exchange for cashing your check, you will have agreed to releasing Released Parties from all wage and hour claims or causes of action arising from January 9, 2022 through <<DATE OF SETTLEMENT APPROVAL>> which arise out of or are related to the allegations in the Complaint filed in *Heather Gazitt, et al. v. APFS, LLC d/b/a Addison Professional Financial Search*, Northern District of California Case Number 3:25-cv-01328, including but not limited to claims arising under the Fair Labor Standards Act, any applicable state wage payment laws, including California wage payment laws, or any applicable parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.

For District of Columbia, New York, or Pennsylvania Employees: In exchange for cashing your check, you will have agreed to releasing the Released Parties from all wage and hour claims or causes of action arising from March 11, 2022 through <<DATE OF SETTLEMENT APPROVAL>> and which arise out of or are related to the allegations in the Second Amended Complaint filed in *Cassidy White, et al. v. APFS LLC d/b/a Addison Professional Financial Search*, Northern District of Illinois Case Number 1:23-cv-05464, including but not limited to claims arising under the Fair Labor Standards Act, state wage payment laws, including the District of Columbia, New York, and Pennsylvania wage payment laws, or any parallel local law, including any related claims for liquidated damages, penalties, attorneys' fees and costs, expenses, and interest for such owed overtime pay.>>

Released Parties is defined as Addison Group and its former and present parents, subsidiaries, and affiliated corporations and their respective officers, directors, shareholders, members, managers, representatives, employees, family members and agents, and any other successors, assigns, or legal representatives.

You will not have to pay Counsel any money directly. Addison Group is paying attorneys' fees and costs as part of the settlement.

Please remember that you are responsible for ensuring compliance with tax requirements relating your share of the settlement and your settlement check. For tax reporting purposes, any payments made pursuant to the Settlement shall be allocated as follows: (a) fifty percent (50%) shall be deemed payment in settlement of claims for unpaid wages; and (b) fifty percent (50%) shall be deemed payment in settlement of claims for penalties, liquidated damages, interest, and all other non-wage recovery. The Settlement Administrator will be responsible for issuing all tax forms and reporting payment to the appropriate federal, state or local agencies.

If you have questions, please contact [●] at ILYM Group, Inc., 2832 Walnut Ave. STE C, Tustin, CA 92780, [●]