SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release ("Agreement") is entered into by and between the following parties, subject to the approval of the Court: (i) Plaintiffs Scott Walter ("S. Walters") and Tyler Walters ("T. Walters") (collectively, "Named Plaintiffs"), each individually, as the collective action representatives on behalf of individuals identified on Exhibit 1 who have opted into or will opt into the Action, and as the class action representatives on behalf of the Rule 23 Class Members (defined below); (ii) those individuals identified on Exhibit 1 who opt-in to the settlement pursuant to this Agreement (collectively, the "FLSA Class Members"); (iii) those individuals identified as Potential Pennsylvania Class Members on Exhibit 2 who do not opt-out of this settlement pursuant to this Agreement (collectively, the "Rule 23 Class Members"); (iv) Bureau Veritas National Elevator Inspection Services, Inc. ("BVNEIS"); and (v) Bureau Veritas Certification North America, Inc. ("BVCNA" and collectively with BVNEIS, "Defendants") (S. Walters, T. Walters, the FLSA Class Members, the Rule 23 Class Members, and Defendants are referred to collectively herein as the "Parties" and individually as a "Party").

DEFINITIONS

2. The following terms used in this Agreement shall have the meanings ascribed to them below:

a. "Action" means the lawsuit of *Scott Walters and Tyler Walters, individually and on behalf of all others similarly situated v. Bureau Veritas National Elevator Inspection Services, Inc. and Bureau Veritas Certification North America, Inc.*, Case No. 1:25-cv-00193-JPW, pending in the United States District Court for the Middle District of Pennsylvania.

b. "Attorney Costs and Expenses" means the costs and expenses incurred by Class Counsel, which is $9,319.77 (Nine Thousand Three Hundred Nineteen and 77/100 Dollars).

c. "Class Counsel" means Weisberg Cummings, P.C.

d. "Class Period" means January 31, 2022 to the present.

e. "Court" means the United States District Court for the Middle District of Pennsylvania.

f. "Defendant's Counsel" means McGuireWoods LLP.

g. "Enhancement Awards" means the amounts paid to each of S. Walters and T. Walters for his service. The Enhancement Awards shall total $20,000.00 (Twenty Thousand and 00/100 Dollars), with $10,000.00 (Ten Thousand and 00/100 Dollars) for each of S. Walters and T. Walters.

h. "FLSA" means the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, as amended.

i. "FLSA Class Member(s)" means those individuals identified on Exhibit 1 who timely execute and return a Settlement Claim Form to the Settlement Administrator within the Response Period.

j. "Fee Amount" means the amount of attorneys' fees that the Court authorizes to be paid to Class Counsel from the Gross Settlement Amount for the services they provided to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members in the Action. Subject to the Court's approval, the Fee Amount agreed upon by the Parties is $233,333.33 (Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars), which represents one-third (33.33~%) of the Gross Settlement Amount. In no event shall the Fee Amount exceed this sum.

k. "Gross Settlement Amount" means the maximum amount that BVNEIS shall potentially pay as provided for in this Agreement, in exchange for the release of all Released Claims by the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, which is the sum of $700,000.00 (Seven Hundred Thousand and 00/100 Dollars), excluding the employers' share of applicable federal and state payroll taxes associated with the Settlement Awards. In no event shall the Gross Settlement Amount exceed this sum.

l. "Net Settlement Amount" means the Gross Settlement Amount less: (i) the Fee Amount; (ii) the Attorney Costs and Expenses; (iii) the Enhancement Awards; and (iv) the Settlement Administration Costs. Under this Agreement, the Net Settlement Amount is equal to $427,396.90 (Four Hundred Twenty-Seven Thousand Three Hundred Ninety-Six and 90/100 Dollars).

m. "Potential FLSA Class Members" means all Elevator Inspectors employed by BVNEIS during the Class Period whom BVNEIS primarily paid on the basis of WOM-based pay during the Class Period. All Potential FLSA Class Members are identified in Exhibit 1.

n. "Potential Pennsylvania Class Members" means all Elevator Inspectors employed by BVNEIS within the Commonwealth of Pennsylvania during the Class Period whom BVNEIS primarily paid on the basis of WOM-based pay during the Class Period. All Potential Pennsylvania Class Members are identified in Exhibit 2.

o. "Released Claims" refers to the claims identified and released in Paragraph 3 of this Agreement.

p. "Releasees" means: (1) Defendants; (2) all of Defendants' past, present, and future, direct and indirect, parents, subsidiaries, predecessors, successors, affiliates, divisions, partners, owners, members, equity holders and investors; (3) all of Defendants' and the other entities' listed above in clause (2) past, present, and future agents, employees, owners, members, equity holders, investors, officers, directors, consultants, legal representatives, accountants, trustees, affiliates, executors, administrators, real or alleged alter egos, transferees, assigns, and insurers; (4) all of Defendants' clients for whom the Named Plaintiffs, any FLSA Class Member, and/or any Rule 23 Class Member performed any work or provided any services on behalf of BVNEIS (and as an employee of BVNEIS), and (5) all persons and entities acting by, through, under, or in concert with any of the individuals or entities referenced in this definition.

q. "Response Period" means one hundred twenty (120) days after the date the Settlement Administrator mails the initial Class Notice to the Potential FLSA Class Members and Potential Pennsylvania Class Members (collectively, the "Potential Settlement Class"), as well as mail the Settlement Claim Forms to the Potential FLSA Class Members.

r. "Rule 23 Class Members" means any Potential Pennsylvania Class Member who: (i) does not timely return a request for exclusion (pursuant to Paragraph 6.f. of this Agreement) to the Settlement Administrator within the Response Period; and (ii) does not timely execute and return a Settlement Claim Form to the Settlement Administrator within the Response Period.

s. "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.

t. "Settlement Administrator" shall mean ILYM Group, Inc., a qualified third-party settlement administrator mutually agreeable to the Parties.

u. "Settlement Administration Costs" shall mean the fees and costs of the Settlement Administrator, which is estimated to be $9,950.00 (Nine Thousand Nine Hundred Fifty and 00/100 Dollars).

v. "Settlement Award" means the amounts to be paid to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members from the Net Settlement Amount.

w. "Settlement Claim Form" means the form attached hereto as Exhibit 5, subject to the approval of the Court.

x. "Settlement Fund" means the common settlement fund that will be funded by BVNEIS, after determination of the reversion amount to Defendant, as further described in Paragraphs 7 and 14 of this Agreement.

RELEASES

3. **Release of Claims**. In consideration of the benefits to be received by the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members under this Agreement:

a. **General Release**.

i. Each of the Named Plaintiffs, on behalf of himself and his family members, assigns, agents, heirs, executors, administrators, successors, and attorneys (collectively, "Named Plaintiffs Releasors"), irrevocably and unconditionally releases, waives, and forever discharges the Releasees, individually, jointly, and severally, from and/or for any and all claims, demands, actions, charges, complaints, liabilities, obligations, promises, agreements, sums of money, representations, controversies, disputes, costs, and damages, whether known or unknown, fixed or contingent, which any Named Plaintiff has, had, or may ever have against any of the Releasees from the beginning of time and up to and including the date each Named Plaintiff executes this Agreement relating to, based on, in any way connected with, or arising out of: (i) the Action and all alleged incidents or occurrences giving rise to the Named Plaintiffs' allegations in the Action or that could have been asserted by the Named Plaintiff in the Action; (ii) alleged unpaid overtime wages, unpaid minimum wages, underpayment of wages, nonpayment of wages, bonuses, incentive compensation of any type, fringe benefits, premium payments, or any and all other types of compensation, liquidated or other damages, unpaid costs, penalties, interest, attorneys' fees, litigation costs, expert costs, restitution, or other compensation and relief arising under the FLSA or any other federal, state, local, or foreign law pertaining to the payment of wages, overtime, wage statements, or meal or rest breaks; (iii) any other federal, state, local, or foreign wage and hour laws or related claims; and (iv) any of the Named Plaintiffs' employment, potential employment, or separation from employment with BVNEIS or any other Releasee. The Named Plaintiffs Releasors covenant not to initiate any litigation against any Releasee for any Released Claim.

ii. BVNEIS irrevocably and unconditionally releases, waives, and forever discharges the Named Plaintiffs, individually, jointly, and severally, from and/or for any and all claims, demands, actions, charges, complaints, liabilities, obligations, promises, agreements, sums of money, representations, controversies, disputes, costs, and damages, whether known or unknown, fixed or contingent, which BVNEIS has, had, or may ever have against any of the Named Plaintiffs, from the beginning of time and up to and including the date BVNEIS executes this Agreement, relating to, based on, in any way connected with, or arising out of: (i) the Action and all alleged incidents or occurrences giving rise to the Named Plaintiffs' allegations in the Action or that could have been asserted by the Named Plaintiffs or BVNEIS in the Action; (ii) any of the Named Plaintiffs' employment, potential employment, or separation from employment with BVNEIS or any other Releasee; or (iii) any of the Named Plaintiffs' breach of any restrictive covenant obligations owed to BVNEIS. BVNEIS covenants not to initiate any litigation against any of the Named Plaintiffs for any Released Claim. Notwithstanding the foregoing, the Named Plaintiffs agree that the General Release contained herein does not absolve, extinguish, or release them from their future obligations (after the date BVNEIS executes this Agreement) under: (x) the Confidentiality Agreement and Acknowledgement of Employment Terms entered by and between S. Walters and BVNEIS on or around August 13, 2013; and (y) the Confidentiality, Non-Solicitation, and Assignment of Rights Agreement entered by and between T. Walters and BVNEIS on or around April 16, 2018 (collectively, the "Walters Covenants"). For the avoidance of doubt, the Named Plaintiffs reaffirm and agree to comply with the Walters Covenants following the execution of this Agreement and expressly agree that the Walters Covenants remain in effect and enforceable from the date BVNEIS executes this Agreement through the expiration of the Walters Covenants pursuant to their respective terms, except that any alleged breaches of the Walters Covenants prior to the date BVNEIS executes this Agreement shall be subject to this General Release.

b. **Limited Wage and Hour Release**.

i. Each FLSA Class Member, on behalf of himself or herself and his or her family members, assigns, agents, heirs, executors, administrators, successors, and attorneys (collectively, "FLSA Class Member Releasors"), irrevocably and unconditionally releases, waives, and forever discharges the Releasees, individually, jointly, and severally, from and/or for any and all wage and hour claims, demands, actions, charges, complaints, liabilities, obligations, promises, agreements, sums of money, representations, controversies, disputes, costs, and damages, whether known or unknown, fixed or contingent, which each FLSA Class Member has, had, or may ever have against any of the Releasees, from the beginning of time and up to and including the date each FLSA Class Member executes his or her Settlement Claim Form, relating to, based on, in any way connected with, or arising out of: (i) the Action and all alleged incidents or occurrences giving rise to any claims or allegations asserted or that could have been asserted by the Named Plaintiffs or FLSA Class Member in the Action; (ii) alleged unpaid overtime wages, unpaid minimum wages, underpayment of wages, nonpayment of wages, bonuses, incentive compensation of any type, fringe benefits, premium payments, or any and all other types of compensation, liquidated or other damages, unpaid costs, penalties, interest, attorneys' fees, litigation costs, expert costs, restitution, or other compensation and relief arising under the FLSA or any other federal, state, local, or foreign law pertaining to the payment of wages, overtime, wage statements, or meal or rest breaks; and (iii) any other federal, state, local, or foreign wage and hour laws or related claims. Each FLSA Class Member Releasor covenants not to initiate any litigation against any Releasee for any claim released herein.

ii. Each Rule 23 Class Member, on behalf of himself or herself and his or her family members, assigns, agents, heirs, executors, administrators, successors, and attorneys (collectively, "<u>Rule 23 Class Member Releasors</u>"), irrevocably and unconditionally releases, waives, and forever discharges the Releasees, individually, jointly, and severally, from and/or for any and all wage and hour claims, demands, actions, charges, complaints, liabilities, obligations, promises, agreements, sums of money, representations, controversies, disputes, costs, and damages, whether known or unknown, fixed or contingent, which each Rule 23 Class Member has, had, or may ever have against any of the Releasees, from the beginning of time and up to and including the date of entry of the Court's Final Approval Order, relating to, based on, in any way connected with, or arising out of: (i) the Action and all alleged incidents or occurrences giving rise to any claims or allegations asserted or that could have been asserted by the Named Plaintiffs or Rule 23 Class Member in the Action; (ii) alleged unpaid overtime wages, unpaid minimum wages, underpayment of wages, nonpayment of wages, bonuses, incentive compensation of any type, fringe benefits, premium payments, or any and all other types of compensation, liquidated or other damages, unpaid costs, penalties, interest, attorneys' fees, litigation costs, expert costs, restitution, or other compensation and relief arising under the FLSA or any other federal, state, local, or foreign law pertaining to the payment of wages, overtime, wage statements, or meal or rest breaks, including the Pennsylvania Minimum Wage Act ("<u>PMWA</u>") and the Pennsylvania Wage Payment and Collection Law ("<u>PWPCL</u>"); and (iii) any other federal, state, local, or foreign wage and hour laws or related claims. Each Rule 23 Class Member Releasor covenants not to initiate any litigation against any Releasee for any claims released herein.

c. Nothing in this Agreement is meant to release any claim for workers' compensation or unemployment compensation nor is this Agreement intended to prevent or discourage any current or former employee from providing any information to any state or federal agency such as the Occupational Safety and Health Commission, the Securities and Exchange Commission, the Equal Employment Opportunity Commission, or the National Labor Relations Board.

d. Each Potential FLSA Class Member who wishes to participate in the Parties' settlement under this Agreement, shall execute a release of claims in the form attached as <u>Exhibit 5</u> (i.e., the Settlement Claim Form) as a condition precedent to the right to receive his or her Settlement Award. Any Potential FLSA Class Member who fails to execute and timely return a fully executed Settlement Claim Form within the Response Period shall have no right to that Potential FLSA Class Member's Settlement Award. The Parties acknowledge that, in all likelihood, not all Potential FLSA Class Members will execute and return a Settlement Claim Form. BVNEIS shall have the right to retain any portion of the Net Settlement Amount that relates to any Potential FLSA Class Member who fails to properly and timely return a fully executed Settlement Claim Form within the Response Period.

e. Section 1542 of the California Civil Code. The Named Plaintiffs and the FLSA Class Members each understands and agrees that this is a full, complete, and final general release of any and all claims described above, and that it shall apply to all unknown, unanticipated, unsuspected, and undisclosed claims, demands, liabilities, actions, or causes of action, in law, equity, or otherwise, as well as those which are now known, anticipated, suspected, or disclosed, except as otherwise provided above. To the extent applicable, the Named Plaintiffs and the FLSA Class Members each hereby acknowledges that he or she has been fully advised of the contents of Section 1542 of the Civil Code of the State of California which reads as follows:

> SECTION 1542. (GENERAL RELEASE.) 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 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.

Subject to the terms of this Agreement, the Named Plaintiffs and the FLSA Class Members each hereby expressly waives and relinquishes all rights and benefits under such Section 1542 and any law or legal principle of similar effect in any jurisdiction with respect to the releases granted in this Agreement.

The Named Plaintiffs and FLSA Class Members each further acknowledges and agrees that California Labor Code Section 206.5 is not applicable to the resolution of this matter. That section provides in pertinent part as follows:

> "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

In connection with the foregoing, the Named Plaintiffs and the FLSA Class Members each acknowledges and agrees that upon the execution and performance of this Agreement, he or she has been, to the extent required by law, fully and properly paid for all time worked, received all required breaks, and has been fully reimbursed by BVNEIS for all necessary expenses incurred by him or her in performing his or her duties for BVNEIS, in accordance with state and federal laws.

f. Additionally, to further inform the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members of their release of claims, the following endorsement shall be included by the Settlement Administrator on the back of each Settlement Award check to each such person:

> My signature below indicates my acceptance of and agreement to release all wage and hour claims against Bureau Veritas National Elevator Inspection Services, Inc. and the other Releasees (as such term is defined in the Settlement Agreement), arising from the beginning of time through the date [I signed my Settlement Claim

Form][1] / [of the court's Final Approval Order][2]. I have not assigned or otherwise transferred any such claims to any other person or entity.

CERTIFICATION, NOTICE, AND SETTLEMENT IMPLEMENTATION

4. The Parties enter into this Agreement on a conditional basis. This Agreement will become final and effective only upon the occurrence of all of the following events:

a. Execution of this Agreement by the Parties and their respective counsel of record;

b. Submission of this Agreement to the Court for preliminary approval;

c. Entry of an order by the Court (1) granting preliminary approval of this Agreement, including conditional certification of the Potential FLSA Class Members as an FLSA collective action for settlement purposes only, as well as certification of the Potential Pennsylvania Class Members as a class action under Federal Rule of Civil Procedure 23 ("Rule 23") for settlement purposes only, (2) appointing Class Counsel, (3) appointing the Class Representatives for the Potential Pennsylvania Class Members, and (4) appointing the Settlement Administrator;

d. Court approval of the form and content of a Notice of Collective Action Settlement and Notice of Class Action Settlement (collectively, "Class Notice") advising the Potential Settlement Class of the material terms and provisions of this Agreement, the procedure for approval thereof, and their rights with respect thereto. The Parties propose that the Class Notice attached as Exhibit 3 be used for Potential FLSA Class Members and that the Class Notice attached as Exhibit 4 be used for Potential Pennsylvania Class Members;

e. Filing by Class Counsel, at least five (5) business days before the date of the final approval hearing, the Settlement Administrator's verification, in writing, that the Class Notice to the Potential Settlement Class has been disseminated in accordance with the Court's order;

f. Entry of an order by the Court granting final approval of this Agreement and entering judgment thereon (the "Final Approval Order"); and

g. Occurrence of the "Effective Date," which is defined as: (a) if no objections to this Agreement are filed, the date of the Final Approval Order by the Court; (b) if objections to this Agreement are filed and overruled and no appeal is taken of the Final Approval Order, thirty one (31) days after the Court enters the Final Approval Order; or (c) if any appeal is taken from the Court's overruling of objections to this Agreement, the later of twenty (20) days after the appeal is withdrawn or twenty (20) days after an appellate decision affirming the Final Approval Order becomes final.

[1] Bracketed language to be used for Settlement Award checks issued to FLSA Class Members.
[2] Bracketed language to be used for Settlement Award checks issued to Rule 23 Class Members.

Unless the Court orders otherwise, this Agreement shall be deemed null and void *ab initio* upon the failure of any of the conditions listed in this Paragraph 4 to occur.

5. For settlement purposes only, the Parties agree that: (a) the Potential FLSA Class Members identified on Exhibit 1 shall be conditionally certified as an FLSA collective action for purposes of settlement only; and (b) the Potential Pennsylvania Class Members identified on Exhibit 2 shall be certified as a Rule 23 class for purposes of settlement only. If the Court denies the preliminary approval of this Agreement, Defendants retain the right to contest whether the Action should be maintained as a class or collective action and to contest the merits of the claims being asserted in the Action. This Agreement is contingent upon the approval and certification by the Court of the Potential Settlement Class for settlement purposes only. Defendants do not waive, and instead expressly reserve, their rights to challenge the propriety of class or collective action certification for any purpose should the Court not approve this Agreement. In connection with the proposed certification of the Potential Settlement Class, the Parties shall cooperate and present to the Court for its consideration competent evidence, as may be requested by the Court, under the applicable due process requirements and standards for class certification.

6. The Parties agree to the following procedures for obtaining approval of this Agreement and notifying the Potential Settlement Class of this Agreement and their potential Settlement Award:

a. **Motion for Preliminary Approval**. As soon as practicable after this Agreement has been signed by all Parties and their counsel, Class Counsel shall move the Court for preliminary approval of this Agreement and request an order:

i. Conditionally certifying the Potential FLSA Class Members as an FLSA collective action for purposes of settlement only;

ii. Certifying the Potential Pennsylvania Class Members as a Rule 23 class for purposes of settlement only;

iii. Preliminarily approving this Agreement as fair, reasonable, and adequate;

iv. Preliminarily appointing and approving the Named Plaintiffs as the Class Representatives;

v. Preliminarily appointing and approving Weisberg Cummings, P.C. as Class Counsel;

vi. Preliminarily appointing and approving ILYM Group, Inc. as the Settlement Administrator;

vii. Approving the Class Notice for the Potential FLSA Class Members (attached hereto as Exhibit 3), the Class Notice for the Potential Pennsylvania Class Members (attached hereto as Exhibit 4), and the Settlement Claim Form for the Potential FLSA Class Members (attached hereto as Exhibit 5), to be sent to, as applicable, the Potential Settlement Class in substantially the same form, or as modified by the Court;

viii. Approving the procedure for sending notice to the Potential Settlement Class as set forth in this Agreement; and

ix. Authorizing the Settlement Administrator to mail the approved Class Notice and Settlement Claim Form to the Potential Settlement Class.

Class Counsel shall prepare and provide Defendants' counsel with no less than five (5) business days to review, provide comments to, and otherwise approve the motion for preliminary approval of this Agreement before the motion and supporting papers are filed with the Court.

b. **Documents to Submit to the Court**. In connection with Class Counsel's efforts in seeking approval of this Agreement, the Named Plaintiffs and Defendants shall submit to the Court: (i) this Agreement; (ii) the proposed Class Notice to Potential FLSA Class Members; (iii) the proposed Class Notice to Potential Pennsylvania Class Members; (iv) the proposed opt-in Settlement Claim Form for the Potential FLSA Class Members (which shall include individual releases for the Potential FLSA Class Members); and (v) a proposed Preliminary Approval Order granting preliminary approval of this Agreement and the sending of the Class Notice and Settlement Claim Form to the Potential Settlement Class. The Named Plaintiffs and Defendants shall note in their request for approval that this Agreement and request for notice is without prejudice or waiver to asserting defenses to certification (whether under Rule 23 of the FLSA) should this Agreement not be approved by the Court and/or not become effective and fully enforceable.

c. **Notice to the Potential Settlement Class**. The Settlement Administrator shall be responsible for preparing, printing, mailing, texting, and e-mailing the Class Notice in the form attached as Exhibit 3 and Exhibit 4, as well as the Settlement Claim Form in the form attached as Exhibit 5, to all members of the Potential Settlement Class, as set forth below.

i. No later than seven (7) days following the entry of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator, in a usable electronic format, with the following information for the Named Plaintiffs, Potential FLSA Class Members, and Potential Pennsylvania Class Members: (1) name; (2) last known mailing address(es); (3) last known personal cell phone and telephone numbers; (4) last known personal e-mail address(es); and (5) Social Security numbers (the "Class List"). The Settlement Administrator agrees to keep the Class List and the information contained therein confidential and use it only for the sole purpose of administering the settlement and this Agreement. The Settlement Administrator shall not share or provide a copy of the Class List to Class Counsel. No later than seven (7) days following the entry of the Preliminary Approval Order, Class Counsel shall provide the Settlement Administrator with Exhibits 1 and 2, Word versions of the Court-approved Class Notice to the Potential FLSA Class Members, Class Notice to the Potential Pennsylvania Class Members, and Settlement Claim Form attached hereto as Exhibits 3, 4 and 5, respectively, and any additional information that the Settlement Administrator needs to facilitate notice to the Potential Settlement Class. The Settlement Administrator will verify the most recent mailing addresses for the Named Plaintiffs and the Potential Settlement Class by using the National Change of Address (NCOA) Database and/or other comparable databases.

ii. Within seven (7) days after receiving the Class List, the Settlement Administrator shall send copies of the Court-approved Class Notice and Settlement Claim

Form to all Potential FLSA Class Members via (1) U.S. first class mail, with an enclosed self-addressed postage prepaid return envelope, (2) text message to their personal cell phone number; and (3) personal e-mail. The Potential FLSA Class Members shall have up to one hundred twenty (120) days after the initial mailing of the Class Notice to return their Settlement Claim Form (the "Response Period"), and any Potential FLSA Class Member who returns their Settlement Claim Form before the expiration of the Response Period shall be considered to have timely returned their opt-in forms and a "FLSA Class Member" for purposes of this Agreement. Any Potential FLSA Class Member who fails to timely return an executed Settlement Claim Form will not be considered a "FLSA Class Member" under this Agreement.

iii. Within seven (7) days after receiving the Class List, the Settlement Administrator shall send copies of the Court-approved Class Notice to all Potential Pennsylvania Class Members via (1) U.S. first class mail, with an enclosed self-addressed postage prepaid return envelope, (2) text message to their personal cell phone number; and (3) personal e-mail. The Potential Pennsylvania Class Member shall have up to forty-five (45) days after the initial mailing of the Class Notice (the "Exclusion Deadline") to return a request for exclusion, and any Potential Pennsylvania Class Member who returns a request for exclusion before the expiration of the Exclusion Deadline shall be considered to have timely opted-out of the settlement under this Agreement and shall not be included as a "Rule 23 Class Member" or "FLSA Class Member" (unless such Potential Pennsylvania Class Member timely returns an executed Settlement Claim Form, in which case such individual shall be an FLSA Class Member and included in the settlement under this Agreement) for purposes of this Agreement. Any Potential Pennsylvania Class Member who fails to timely return a request for exclusion by the Exclusion Deadline will be considered a "Rule 23 Class Member" and will be bound by the terms of this Agreement and any Judgment entered by the Court in the Action.

iv. Any Class Notice and/or Settlement Claim Form returned by U.S. mail or electronically to the Settlement Administrator with a forwarding address shall be re-mailed by the Settlement Administrator within five (5) business days following receipt of the returned mail. If any Class Notice and/or Settlement Claim Form is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts such as skip traces to search for the correct address, as well as contact the Potential Class Member by telephone using the cell and personal phone numbers in the Class List, within five (5) business days, and shall re-mail the Class Notice and Settlement Claim Form to any newly found or provided addresses or personal e-mail address(es) within five (5) business days of finding or obtaining the new address(es). However, nothing in this Paragraph 6.c.iv. shall extend or recalculate the Response Period, which shall remain as one hundred twenty (120) days after the initial mailing of the Class Notice and Settlement Claim Form. The requirements of this Paragraph 6.c.iv shall apply to the initial notice and any reminder notices, as provided in Paragraph 6.d below.

d. **Reminder Notices to the Potential Settlement Class**.

i. As a form of reminder notices, the Settlement Administrator shall send the Court-approved Class Notice and Settlement Claim Form a second time within thirty (30) days of the first mailing of such forms, and then again a third time within thirty (30) days of the second mailing of such forms, and then again a fourth time within thirty (30) days of the third mailing of such forms, to all Potential FLSA Class Members who have not yet returned to the Settlement Administrator a signed Settlement Claim Form. All reminder notices under this Paragraph 6.d.i. shall be sent via (1) U.S. first class mail, with an enclosed self-addressed postage prepaid return envelope, (2) text message to their personal cell phone number, and (3) personal e-mail.

ii. Every thirty (30) days from the start of the Response Period, the Settlement Administrator shall send Defendants' Counsel via e-mail a list (with names only) of all Potential FLSA Class Members who have not yet returned to the Settlement Administrator a signed Settlement Claim Form (the "List of Outstanding Signed Settlement Claim Forms"); provided, that, Class Counsel and Defendants' Counsel may request additional updates regarding the status of outstanding Settlement Claim Forms from the Settlement Administrator at any time during the Response Period, except that the Settlement Administrator shall not disclose to Class Counsel any personally identifiable information of any Potential FLSA Class Members who have not submitted a Settlement Claim Form. Class Counsel and Defendants' Counsel agree to meet and confer, in good faith, about taking additional reasonable steps to increase the number of signed Settlement Claim Forms received by the Settlement Administrator prior to the expiration of the Response Period.

iii. Every thirty (30) days from the start of the Response Period and ending three (3) days after the end of the Response Period, the Settlement Administrator shall send to Class Counsel and Defendant's Counsel via e-mail or secure file transfer all timely returned and executed Settlement Claim Forms.

iv. Within fifty (50) days after the Settlement Administrator has sent the Class Notice to the Potential Pennsylvania Class Members, the Settlement Administrator shall send to Class Counsel and Defendant's Counsel via e-mail or secure file transfer all timely returned requests for exclusion from any Potential Pennsylvania Class Member.

v. Within three (3) business days after the Settlement Administrator sends Class Counsel the timely returned and executed Settlement Claim Forms, Class Counsel shall file in the Action the last page only of the Settlement Claim Forms, containing each FLSA Class Member's consent to opt-in to the Action.

e. **Final Approval Hearing**. Class Counsel shall be responsible for ensuring that at least the following documents are timely filed with the Court in advance of the final approval hearing so that the Court will have a sufficient basis upon which to evaluate and approve this Agreement:

i. A final report by the Settlement Administrator providing details regarding the execution of the approved notice process, the number of Potential FLSA Class Members who timely submitted a Settlement Claim Form, the rate (if any) of opt-outs and objections by the Potential Pennsylvania Class Members, and other information vital to the Court's assessment of the fairness of this Agreement at the final approval hearing;

ii. A timely-filed motion, accompanying memorandum of points and authorities prepared by Class Counsel (and approved by Defendants' counsel), and such other pleadings, evidence, or other documents as may be necessary for the Court to determine that the settlement documented by this Agreement is fair, adequate and reasonable;

iii. A [Proposed] Order for the Court's signature (i) finally approving this Agreement as being fair, adequate, and reasonable; (ii) permanently enjoining all Rule 23 Class Members who do not timely exclude themselves from the settlement under this Agreement from pursuing, or seeking to reopen, any Released Claims against any and all Releasees; (iii) permanently enjoining all FLSA Class Members from pursuing, or seeking to reopen, any Released Claims against any and all Releasees; (iv) dismissing the Action with prejudice and entering Judgment consistent with this Agreement so as to permanently bar all FLSA Class Members and Rule 23 Class Members from prosecuting against any and all Releasees each of the Released Claims, as defined in Paragraph 3; and (v) dismissing the Action with leave to reinstate for purposes of enforcing this Agreement only; and

iv. A [Proposed] Judgment and Notice of Entry of Judgment (collectively, "Judgment").

Class Counsel shall provide Defendants' counsel with no less than three (3) business days to review, provide comments to, and otherwise approve the motion for final approval of this Agreement, [Proposed] Order, and Judgment thereon before the motions and supporting papers are filed with the Court.

f. **Requests for Exclusion**. The Potential Pennsylvania Class Members may exclude themselves from the settlement under this Agreement by mailing to the Settlement Administrator a request for exclusion, which expresses their desire to be excluded from the group of Rule 23 Class Members.

i. Any request for exclusion submitted by a Potential Pennsylvania Class Member must include their name (and former names, if any), current address, telephone number, and social security number. Requests for exclusion from the settlement that do not include all required information, or that are not submitted on a timely basis by the Exclusion Deadline, will be deemed null, void, and ineffective unless otherwise agreed by the Parties or ordered by the Court.

ii. Any such request for exclusion must be signed by the individual and returned to the Settlement Administrator as indicated on the Class Notice no later than thirty (30) days after the date the Settlement Administrator first mails the Class Notice to the Potential Pennsylvania Class Members (i.e., the Exclusion Deadline).

iii. The date of submission of a request for exclusion to the Settlement Administrator is deemed to be the earlier of: (a) the date the request for exclusion is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; (b) the date the request for exclusion is tendered to an overnight service for delivery, as indicated by a shipping envelope; or (c) the date the request for exclusion is received by the Settlement Administrator. Absent a showing of good cause or by agreement of the Parties, or as otherwise ordered by the Court, no request for exclusion will be honored if postmarked after the Exclusion Deadline.

iv. Potential Pennsylvania Class Members who submit valid and timely requests for exclusion from the settlement under this Agreement will not be included in the group of Rule 23 Class Members, will not participate in the settlement, and will not be bound by the terms of this Agreement or the Final Approval Order and Judgment entered in the

Action, unless such Potential Pennsylvania Class Members timely returns an executed Settlement Claim Form, in which case such individual shall be considered for purposes of this Agreement an FLSA Class Member and included in the settlement under this Agreement.

g. **Objections**. Potential Pennsylvania Class Members may object to the settlement by filing an objection with the clerk of the Court (and serve it on the Settlement Administrator and all counsel identified in the notice) on or before the Exclusion Deadline. Any Potential Pennsylvania Class Member who fails to timely file such a written statement of his or her intention to object, or who otherwise fails to request to exclude him or herself from the settlement, shall be foreclosed from making any objection to this Agreement, unless otherwise agreed by the Parties or ordered by the Court. Counsel for the Parties shall file any response to any objections to this Agreement submitted by any Potential Pennsylvania Class Member at least fourteen (14) days before the date of the final approval hearing, or as otherwise ordered by the Court.

SETTLEMENT FUNDS AND AWARD CALCULATION

7. **Settlement Fund**.

a. In order to settle the Action, and as consideration for the release of claims from the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, dismissal of the Action, and the other good and valuable consideration described herein, within fifteen (15) business days after the entry of the Final Approval Order, and provided that this Agreement has become final, effective, and enforceable as set forth in Paragraph 4 of this Agreement, BVNEIS will deposit the Settlement Fund into the Settlement Account, which shall be used to provide for: (i) Settlement Awards to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, as described in this Agreement; (ii) Enhancement Awards to the Named Plaintiffs; (iii) the Fee Amount; (iv) the Attorney Costs and Expenses; and (v) the Settlement Administration Costs.

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

i. The Net Settlement Amount available for the pro rata Settlement Awards to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members.

ii. In addition to their pro rata share of the Net Settlement Amount, and in exchange for the general release set forth in Paragraph 3.a.i. of this Agreement, each Named Plaintiff shall receive an additional payment—in the amount of $10,000.00 (Ten Thousand and 00/100 Dollars)—as Enhancement Awards for their service in the Action and as consideration for the general release of claims in Paragraph 3.a.i.

iii. A sum of no more than $9,319.77 (Nine Thousand Three Hundred Nineteen and 77/100 Dollars) shall be paid to Class Counsel for the Attorney Costs and Expenses.

iv. A sum of no more than $233,333.33 (Two Hundred Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars) shall be paid to Class Counsel for the Fee Amount.

v. A sum of approximately $9,950.00 (Nine Thousand Nine Hundred Fifty and 00/100 Dollars) shall be paid to the Settlement Administrator for Settlement Administration Costs. To the extent the Settlement Administration Costs exceed this amount, all such overage amounts shall be taken from the Settlement Fund and reduce each FLSA Class Member's and Rule 23 Class Member's pro rata share of the Net Settlement Amount.

vi. Any taxes associated with the aforementioned payments, if any, except the employer's share of applicable state and federal payroll taxes associated with the Settlement Awards made to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, as calculated by the Settlement Administrator.

c. Defendants' total obligation under this Agreement shall not exceed the Gross Settlement Amount, inclusive of all payments described in this Paragraph 7 and the employees' portion of any legal and tax withholdings, but excluding BVNEIS' payment of the employer's share of applicable state and federal payroll taxes associated with the Settlement Awards and Enhancement Awards. BVNEIS shall be responsible for payment of the employer's portion of all applicable payroll taxes for each Settlement Award.

d. None of the amounts paid to the Named Plaintiffs, the FLSA Class Members, or the Rule 23 Class Members 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 BVNEIS, including for purposes of any incentive plan.

8. **Payment of the Employer Share of Payroll Taxes**. Within fourteen (14) days of BVNEIS' deposit of the Settlement Fund in the Settlement Account, the Settlement Administrator shall determine the employer's share of payroll employment taxes on Settlement Awards and shall communicate such amount to BVNEIS 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 BVNEIS 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), BVNEIS 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 the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members who timely negotiate and cash their settlement checks. BVNEIS agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the employer's share of payroll tax required under this Paragraph 8. To the extent BVNEIS has remitted excess payroll taxes to the Settlement Account, the Settlement Administrator shall return those funds to BVNEIS within fourteen (14) days after the Check Cashing Deadline.

9. **Class Counsel's Fees and Costs**.

a. No less than fourteen (14) days before the final approval hearing, Class Counsel will file a motion for an award of reasonable attorneys' fees and reimbursement of reasonable costs. Class Counsel will seek Court approval for payment of attorneys' fees equal to the Fee Amount, plus the Attorney Costs and Expenses. BVNEIS agrees that it will not contest Class Counsel's motion for an award of reasonable attorneys' fees and reimbursement of reasonable costs. The Parties expressly agree that the Court's approval or denial of any request for attorneys' fees and costs are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of this Agreement. Any order or proceeding relating to the application by Class Counsel for an award for attorneys' fees and costs shall not operate to terminate or cancel this Agreement. Any reduction in Class Counsel's request for fees and costs shall revert to the Net Settlement Amount and increase the Net Settlement Amount (but without increasing the Gross Settlement Amount) by such reduction.

b. Subject to the Court's Final Approval Order, and subject to this Agreement becoming final, effective, and enforceable as set forth in Paragraph 4 of this Agreement, Class Counsel shall receive the Fee Amount as well as the Attorney Costs and Expenses described herein, which shall be paid from the Gross Settlement Amount.

c. The Fee Amount and Attorney Costs and Expenses paid by BVNEIS pursuant to this Agreement shall constitute full satisfaction of Defendants' obligations to pay amounts to any person, attorney, or law firm, including, without limitation, all attorneys of record in the Action, for attorneys' fees, costs, and expenses in the Action on behalf of the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, and shall relieve Defendants and any other Releasee from any other claims or liability to any other attorney or law firm for any attorneys' fees or costs to which any of them may claim to be entitled on behalf of the Named Plaintiffs, the FLSA Class Members, and/or the Rule 23 Class Members.

d. Payment of the Fee Amount and Attorney Costs and Expenses to Class Counsel shall be made by the Settlement Administrator, from the Settlement Fund, within ten (10) days of BVNEIS' deposit of the Settlement Fund in the Settlement Account, by wire transfer. An appropriate IRS Form 1099 shall be provided to Class Counsel for such payments.

CALCULATION AND DISTRIBUTION OF SETTLEMENT AWARDS

10. **Enhancement Awards**.

a. Class Counsel will seek Court approval for an enhancement payment in an amount not to exceed Ten Thousand Dollars ($10,000.00) for each Named Plaintiff. This payment is intended to compensate the Named Plaintiffs for their efforts on behalf of the Potential Settlement Class, which have substantially benefitted the FLSA Class Members and the Rule 23 Class Members. Defendants will not oppose Class Counsel's request for an enhancement payment of up to $10,000.00 for each Named Plaintiff, to be paid from the Gross Settlement Fund (as the Enhancement Awards), subject to approval by the Court. The final amount of any enhancement payment awarded to the Named Plaintiffs by the Court shall be binding on the Named Plaintiffs.

b. Subject to the Court's Final Approval Order, and subject to this Agreement becoming final, effective, and enforceable as set forth in Paragraph 4 of this Agreement, one check in the amount of $10,000.00 will be issued to each Named Plaintiff as an "Enhancement Award" in recognition of his contributions to the Action and as consideration for the general release of claims in Paragraph 3.a.i., and for which BVNEIS will issue an IRS Form 1099. Each Named Plaintiff shall have the responsibility to pay any taxes due with regard to his respective Enhancement Award. Payment of the Enhancement Awards to the Named Plaintiffs shall be made by the Settlement Administrator, from the Settlement Fund, within thirty (30) days of BVNEIS' deposit of the Settlement Fund in the Settlement Account, by check via U.S. First Class Mail, postage prepaid. For the avoidance of doubt, BVNEIS shall not pay any employer-side taxes in connection with the Enhancement Awards.

c. The Parties expressly agree that the Court's approval or denial of any request for an enhancement payment to the Named Plaintiffs is not a material condition to this Agreement and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of this Agreement. Any order or proceeding relating to the application by Class Counsel for an enhancement award to the Named Plaintiffs shall not operate to terminate or cancel this Agreement. Any reduction in the request for enhancement payments shall revert to the Net Settlement Amount and lower the Gross Settlement Amount and Net Settlement Amount by such reduction.

11. **Settlement Awards**. In addition to the Enhancement Awards to be paid as described above, Settlement Awards shall be paid to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members as set forth below.

a. The Named Plaintiffs and the FLSA Class Members shall each be paid a Settlement Award from the Net Settlement Amount in the amount reflected on Exhibit 1 next to each individual's name. The Rule 23 Class Members shall each be paid a Settlement Award from the Net Settlement Amount in the amount reflected on Exhibit 2 next to each individual's name. The Settlement Administrator will obtain necessary tax documentation from BVNEIS.

b. The Settlement Awards shall be calculated using the methodology described in Exhibit 6. The Named Plaintiffs and Defendants have consented to this methodology.

c. Payment of the Settlement Awards to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members shall be made by the Settlement Administrator, from the Settlement Fund, within thirty (30) days of BVNEIS' deposit of the Settlement Fund in the Settlement Account, by check via U.S. First Class Mail, postage prepaid.

d. Any Settlement Award checks returned to the Settlement Administrator with a forwarding address shall be re-mailed by the Settlement Administrator. If any Settlement Award check is returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall undertake reasonable efforts such as skip traces to search for the correct address, as well as contact the FLSA Class Member and/or Rule 23 Class Member by telephone and email using the contact information in the Class List and/or the Settlement Claim Form, and shall re-mail the Settlement Award check to any newly found addresses. If, after this second mailing, the Settlement Award check is again returned as undeliverable, and if no other forwarding address is provided by the FLSA Class Member and/or Rule 23 Class Member or otherwise located by the Check Cashing Deadline, the mailing process shall end for that FLSA Class Member and/or Rule 23 Class Member. The Settlement Award checks are expressly made for the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members' release of claims in Paragraph 3 of this Agreement and the executed Settlement Claim Forms.

e. The Settlement Administrator shall operate a telephone line and/or website as a resource for the Named Plaintiffs and the Potential Settlement Class to update their contact information. The Class Notice shall include the applicable telephone number and/or website address.

The Parties shall jointly approve any message(s) or information provided via the telephone line and website.

12. **<u>Treatment of Settlement Awards</u>**. Fifty percent (50%) of each Settlement Award to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members shall be treated as back wages, to be reported on an IRS Form W-2, and accordingly, on each such portion of the Settlement Award, the Settlement Administrator shall effectuate federal and applicable state income and employment taxes and withholdings as required by law with respect to 50% of each Settlement Award distributed, and BVNEIS shall pay BVNEIS' customary share of all required federal and state payroll taxes on such amounts. The Settlement Administrator shall use the supplemental tax rate of 22% for withholdings. The remaining 50% of each Settlement Award shall be treated as non-wage penalties and liquidated damages, to be reported on an IRS Form 1099, and shall not be subject to federal or state withholdings. The Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members shall each be solely and legally responsible to pay all taxes on the non-wage penalties and liquidated damages portion of the Settlement Award. The Settlement Administrator shall issue each of the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members an IRS Form W-2 and IRS Form 1099 for each respective portion of the Settlement Award.

13. **<u>Disbursement of Settlement Awards</u>**. Defendants, Defendants' Counsel, and Class Counsel make no representations regarding the tax consequences, if any, or liability arising from BVNEIS' payment (through the Settlement Administrator) of any Fee Amount, Settlement Award, or Enhancement Award to the Named Plaintiffs, the FLSA Class Members, the Rule 23 Class Members, or Class Counsel. The Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members agree that should payment of any settlement sum result in Defendants being held obligated to pay additional taxes for which any of the Named Plaintiffs, the FLSA Class Members, or the Rule 23 Class Members were individually responsible to pay, but failed to pay, then such Named Plaintiff, FLSA Class Member, or Rule 23 Class Members will fully indemnify Defendants for all such taxes, penalties, or interest actually paid by Defendants for such purposes.

14. **<u>Reversion to Defendant</u>**. Any amount remaining from the Gross Settlement Amount after calculation of (i) the Settlement Awards to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members, (ii) the Enhancement Awards to the Named Plaintiffs, (iii) the Fee Amount to Class Counsel, (iv) the Attorney Costs and Expenses to Class Counsel, and (v) the Settlement Administration Costs to the Settlement Administrator shall revert to BVNEIS and be excluded from the Net Settlement Amount and BVNEIS shall not be required to fund any such amounts. Specifically, <u>Exhibits 1 and 2</u> list the proportionate share of the Net Settlement Amount for each Named Plaintiff, each Potential FLSA Class Member, and each Potential Pennsylvania Class Member based on the methodology in Paragraph 11.b. Accordingly, the total amount of the Settlement Awards listed on <u>Exhibits 1 and 2</u> for any Potential FLSA Class Member and/or Potential Pennsylvania Class Member who does <u>not</u> become a FLSA Class Member or Rule 23 Class Member shall revert back to BVNEIS. Further, if any Settlement Award checks are returned to the Settlement Administrator and the Settlement Administrator cannot locate a valid address for such FLSA Class Members and/or Rule 23 Class Members after a reasonably diligent search, such Settlement Award checks shall be returned to, and voided by, the Settlement Administrator within thirty (30) days of the checks being returned to the Settlement Administrator, and the amount of such voided checks shall be paid by the Settlement Administrator to BVNEIS within thirty (30) days of the check voided date.

15. **Validity of Settlement Award Checks**. All Settlement Award checks shall remain valid and negotiable for one hundred eighty (180) days from the date of mailing (the "Check Cashing Deadline") and may thereafter automatically be canceled if not cashed by the Check Cashing Deadline, at which time the right to recover any Settlement Award will be deemed void and of no further force and effect. The Settlement Administrator will include with each mailed check a letter stating that the check must be cashed or deposited within one hundred eighty (180) days or it will be cancelled and deemed void and of no further effect. Further, the face of each check shall clearly state that the check must be negotiated within one hundred eighty 180) days from the date of mailing. BVNEIS shall retain the amount of all Settlement Award checks that are cancelled and voided pursuant to this Paragraph 15. The amount of such cancelled and voided checks shall be paid by the Settlement Administrator to BVNEIS within thirty (30) days of the Check Cashing Deadline. For the avoidance of doubt, the failure of any Named Plaintiff, FLSA Class Member, or Rule 23 Class Member to cash his or her Settlement Award check by the Check Cashing Deadline shall not impair the validity of the releases set forth herein or in the Settlement Claim Form.

16. **Settlement Payment Summary**. Within fourteen (14) days of the expiration of the Check Cashing Deadline, the Settlement Administrator shall provide to Defendants' Counsel and Class Counsel: (a) scanned copies of the negotiated Settlement Award checks, and (b) a list, in Excel format, of the names of all Named Plaintiffs, FLSA Class Members, and Rule 23 Class Members, including for each: (1) the amount of his or her Settlement Award; (2) the amount of his or her Settlement Award attributed to wages; (3) the amount of his or her Settlement Award attributed to liquidated damages; (4) the amount of his or her Enhancement Award, if applicable; and (5) an accounting of all cashed Settlement Awards and Enhancement Awards and the residual amount remaining in the Settlement Account. Any residual amount remaining in the Settlement Account and any interest that has accrued relating to the Settlement Fund shall be paid by the Settlement Administrator to BVNEIS within thirty (30) days of the Check Cashing Deadline.

17. **No Claim Based Upon Distributions or Payments**. No person shall have any claim against Defendants or the Releasees, the Named Plaintiffs, the FLSA Class Members, the Rule 23 Class Members, Class Counsel, or Defendants' Counsel based on distributions or payments made in accordance with this Agreement.

18. **Full and Final Settlement**. The Parties agree that the Enhancement Awards and/or Settlement Awards as well as any other payments made to the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members pursuant to this Agreement constitute a full and final settlement of all of the claims released by the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members in this Agreement and the Settlement Claim Forms.

MISCELLANEOUS

19. **Legal Fees**. Except as otherwise specifically provided herein, the Parties shall bear responsibility for their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by them or arising out of the Action and shall not seek reimbursement thereof from any Party to this Agreement.

20. **Nullification of Agreement**. In the event the Court does not approve of this Agreement, or any of the conditions specified in Paragraph 4 of this Agreement are not satisfied, then this Agreement shall be null and void and the Parties shall be returned to their respective statuses as

of the date immediately prior to the execution of this Agreement. If this occurs, the Parties shall proceed in all respects as if this Agreement had not been executed, and nothing in this Agreement, or the fact that the Parties attempted to enter into this Agreement, 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 Action or in any other action involving Class Counsel.

21. **Inadmissibility of Agreement**. Neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage. Neither this Agreement nor anything herein, nor any part of the negotiations had or information exchanged in connection herewith, shall constitute evidence with respect to any present or future issue or dispute.

22. **No Admission of Liability**. The Parties acknowledge and agree that liability for the actions which are the subject matter of this Agreement is disputed by the Parties and that the Action is being settled to avoid the continued costs and expenses of litigation and takes into consideration the time value of money and collection risks. The Parties agree that this Agreement represents a fair and reasonable settlement of the bona fide disputes as to the facts and the law that apply to the Actions. This Agreement and the settlement are a compromise and shall not be construed as or deemed to be an admission or evidence of liability, an admission or evidence of a willful violation of the FLSA, the PMWA, the PWPCL, or any other wage and hour related law, an admission or evidence of retaliation under the FLSA, PMWA, the PWPCL, or any other wage and hour related law, or an admission or evidence of any wrongdoing or a violation of any rights, laws, or statutes, at any time or for any purpose, under any circumstances, by any of the Releasees.

23. **Computation of Time**. For purposes of this Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the following business day.

24. **Interim Stay of Proceedings**. The Parties agree to hold in abeyance all proceedings in the Action, except for such proceedings necessary to implement and complete the settlement outlined in this Agreement.

25. **Amendment or Modification**. This Agreement may be amended or modified only by a written instrument signed by both Named Plaintiffs and Defendants and as approved by the Court.

26. **Entire Agreement**. This Agreement constitutes the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants expressly set forth in this Agreement. All prior or contemporaneous negotiations, memoranda, agreements (including without limitation any and all settlement term sheets), understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. The Parties acknowledge that they have not relied on any promise, representation or warranty, express or implied, not expressly contained in this Agreement.

27. **Authorization to Enter Into Agreement**. S. Walters and T. Walters each warrants and represents that he is authorized to bind to this Agreement all FLSA Class Members who timely execute and return a Settlement Claim Form on the terms stated herein, upon S. Walters' and T. Walters' execution of this Agreement. S. Watlers and T. Walters each warrants and represents that he is authorized to bind to this Agreement all Rule 23 Class Members who do not timely execute and return a settlement exclusion form on the terms stated herein, upon S. Walters' and T. Walters' execution of this Agreement. It is expressly agreed by all Parties that the execution of this Agreement by the Named Plaintiffs shall have the same force and effect as if this Agreement was executed by each FLSA Class Member and Rule 23 Class Member. Counsel for all Parties are expressly authorized by the Parties whom they represent to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms. The Parties and their counsel shall cooperate with each other and use their best efforts to effectuate the implementation of the Agreement.

28. **Binding on Successors and Assigns**. This Agreement shall be binding upon, and inure to the benefit of the Named Plaintiffs, Defendants, the FLSA Class Members, and the Rule 23 Class Members, and their respective heirs, beneficiaries, attorneys, executors, administrators, and successors, and, with respect to Defendants only, their successors, assigns, or any corporation, limited liability company, or any other entity with which Defendants may merge, consolidate, or reorganize or which may acquire all or substantially all of either Defendant's assets. Each Named Plaintiff represents and warrants to the Releasees that he has not assigned any claim being released in this Agreement and that the truth of this provision is a material element of this Agreement on which Defendants is relying. Further, except as provided in this Paragraph 28, the Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members may not assign this Agreement or any of the rights or obligations set forth in this Agreement without the explicit written consent of Defendants. Any attempted assignment in violation of this Agreement shall be void. Defendants, at their discretion, may assign this Agreement or any of the rights or obligations set forth in this Agreement to any of the Releasees, as well as any successors, assigns, or any corporation, limited liability company, or any other entity with which Defendants may merge, consolidate, or reorganize or which may acquire all or substantially all of either Defendant's assets.

29. **Counterparts**. This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

30. **Waiver**. A Party's waiver of any breach or violation of any Agreement provision shall not operate as, or be construed to be, a waiver of any later breach of the same or other Agreement provision.

31. **Cooperation and Drafting**. The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arms' length and in good faith by the Parties, and reflect a settlement that was reached voluntarily and knowingly based upon adequate information and sufficient discovery and after consultation with experienced legal counsel. The Named Plaintiffs, the FLSA Class Members, and the Rule 23 Class Members further affirm that they have not been coerced, threatened, or intimidated into signing this Agreement or any Settlement Claim Form and that they are solely relying on their own judgment and the advice of their counsel in deciding to enter into this Agreement.

32. **Jurisdiction of the Court**. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

33. **Confidentiality of Material Provided to Class Counsel**. All materials provided by Defendants to Class Counsel and/or the Settlement Administrator shall be kept confidential and used only for purposes of administering the settlement pursuant to this Agreement.

34. **Violation of Agreement**. If any of the Named Plaintiffs, any FLSA Class Member, or any Rule 23 Class Member (or anyone claiming by, through, or under them), files suit or brings any other legal proceedings against any of the Releasees on any Released Claim, any such Named Plaintiff, FLSA Class Member, or Rule 23 Class Member shall be liable to, indemnify, and hold harmless such Releasees for any and all attorneys' fees and costs of court and expenses incurred in the defense of such claim.

[Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have executed this Settlement Agreement and Release as follows:

PLAINTIFF SCOTT WALTERS, ON BEHALF OF HIMSELF AND ALL FLSA CLASS MEMBERS AND RULE 23 CLASS MEMBERS:

Signed by:
Scott Walters
5CAF568624EE42C...
SCOTT WALTERS

Date: February 11, 2026

PLAINTIFF TYLER WALTERS, ON BEHALF OF HIMSELF AND ALL FLSA CLASS MEMBERS AND RULE 23 CLASS MEMBERS:

Signed by:
D7A3705128814F8...
TYLER WALTERS

Date: February 11, 2026

DEFENDANT BUREAU VERITAS NATIONAL ELEVATOR INSPECTION SERVICES, INC.:

Authorized Representative

Date: February 13, 2026

DEFENDANT BUREAU VERITAS CERTIFICATION NORTH AMERICA, INC.:

Heather B Bush
Authorized Representative

Date: February 13, 2026