

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
CIVIL CASE NO: 5:22-cv-491-BO-RN

CRISTOBAL LOPEZ LOPEZ and GILBERTO	)
FLORES LOZANO, <i>on behalf of themselves and all</i>	)
<i>other similarly situated persons</i>	)
	)
Plaintiffs	)
v.	)
	)
BOYKIN FARMS, INC., RHODES FARMING,	)
LLC, WILLIE C. BOYKIN, III, MATTHEW Z.	)
RHODES, TONY D. LEE, d/b/a LEE AND SONS	)
FARMS, TONY CAMERON LEE, d/b/a LEE	)
AND SONS FARMS, and CLINT LEE, d/b/a LEE	)
AND SONS FARMS,	)
	)
Defendants.	)
_____	)

**SETTLEMENT AGREEMENT AND RELEASE**

This SETTLEMENT AGREEMENT and RELEASE (“Agreement”) is made and entered into by and between Cristóbal Lopez Lopez and Gilberto Flores Lozano ( “Class Representatives” or “Named Plaintiffs”) in the above-captioned action, on behalf of themselves and the Fair Labor Standards Act (“FLSA”) Collective Action members and the members of the certified Rule 23 classes and subclasses (“Class Members”), on the one hand, and Tony D. Lee, Tony Cameron Lee, and Clint Lee, all d/b/a Lee and Sons Farms (collectively “Lee and Sons,” or “Defendants”), on the other hand.

WITNESSETH:

WHEREAS, Defendants operate an agricultural operation together as general partners known as Lee and Sons.

WHEREAS, Named Plaintiffs were previously employed by Lee and Sons;

WHEREAS, Named Plaintiffs instituted a lawsuit against Lee and Sons and others in the United States District Court for the Eastern District of North Carolina, Case No. 5:22-cv-491-BO-RN on December 2, 2022 (“the Action”);

WHEREAS, on October 25, 2023, the Court conditionally certified two collective actions pursuant to 29 U.S.C. § 216(b);

WHEREAS, three people who worked during the time period specified in the collective action definitions opted into the Action: Jorge Alberto Rebollza Garcia, Juan Antonio Torres Rebolloza and Orlando Eliseo Rebolloza Gutierrez (collectively “Opt-in Plaintiffs”);

WHEREAS, on September 23, 2025, the Court certified three classes and three subclasses and approved the following revised class and subclass definitions on October 16, 2025:

**2020 Contract Class:** All individuals who worked directly for Lee and Sons pursuant to the April 2020 H-2A Contract.

**2021 Contract Class:** All individuals who worked directly for Lee and Sons pursuant to the April 2021 H-2A Contract.

**NCWHA Class:** All individuals who were directly employed by Lee and Sons on an H-2A visa at any time between December 2, 2020 and December 21, 2022 and who were not paid the promised wage for one or more workweeks.

**Piece-Rate Subclass:** All NCWHA Class Members who were paid by the piece which resulted in pay below the promised wage for one or more workweek.

**Reimbursement Subclass:** All NCWHA Class Members who worked in 2021 and were paid less than the promised wage for one or more workweek because they were not reimbursed for their inbound transportation expenses in their first paycheck.

**Meal Plan Subclass:** All NCWHA Class Members who were required to purchase a weekly meal plan which brought their weekly pay below the promised wage.

WHEREAS, Named Plaintiffs and the Lee and Sons Defendants (“the Parties”) desire to resolve amicably any and all issues raised in the Action and all other potential claims, disputes and other matters between them; and

WHEREAS, Named Plaintiffs and Defendants have agreed to settle this matter in the interest of avoiding litigation, and nothing contained herein shall be construed to be an admission of liability by any party;

NOW, THEREFORE, for and in consideration of the mutual promises hereinafter expressed, it is hereby agreed by and between Named Plaintiffs and Defendants as follows:

**1. Settlement Payment**

In consideration of, and expressly in exchange for, all of the promises and agreements set forth in this Settlement Agreement, Defendants agree to deposit the total sum of Three Hundred and Five Thousand Dollars and 00/100 Cents (\$305,000), into an account established by the Settlement Administrator (the “Settlement Fund”). Defendants will make this payment into the Settlement Fund within ten (10) business days of the Court’s Order granting Final Approval of the Settlement.

1.1. **Payments to Class Members.** Of this total amount, One Hundred and Eighty-Three Thousand Nine Hundred and Twenty-Five Dollars and 96/100 (\$183,925.96) will be used to pay members of the certified classes and subclasses who do not opt out of the Settlement (collectively “Class Members”) and individual claims of the Class Representatives as follows:

- a) The total amount of Eighty Thousand Seven Hundred and Fifty-nine Dollars and 41/100 (\$80,759.41) shall be for the **2020 Contract Class Members** who do not opt out of the Settlement, according to the amounts listed next to each individual’s name in the column labeled 2020 Contract Damages in the Plan of Allocation, attached as Exhibit 1.

- b) The total amount of Seventy-six Thousand Nine Hundred and Sixteen Dollars and 62/100 (\$76,916.62) shall be for the **Piece-Rate Subclass Members** who do not opt out of the Settlement, according to the amounts listed next to each individual's name in the columns labeled Piece-Rate Subclass in the Plan of Allocation. These damages are allocated half as back wages and half as liquidated damages under the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.22 ("NCWHA").
- c) The total amount of Eighteen Thousand Two Hundred and Eighty Dollars and 93/100 (\$18,280.93) shall be for the **Reimbursement Subclass Members** who do not opt out of the Settlement, according to the amounts listed next to each individual's name in the column labeled Reimbursement Subclass in the Plan of Allocation. These damages are allocated as liquidated damages.
- d) For **Cristobal Lopez Lopez**, the total amount of Five Thousand Seven Hundred and Eight Dollars and 74/100 (\$5,708.74) for his driving time claim, allocated as half liquidated damages and half back wages under the NCWHA, and Two Hundred and Seventy-seven Dollars and 21/100 (\$277.21) for his 2020 reimbursement claim, allocated as liquidated damages under the Fair Labor Standards Act, 29 U.S.C. § 216 (b) ("FLSA").
- e) For **Gilberto Flores Lozano** the total amount of One Thousand Seven Hundred and Four Dollars and 63/100 (\$1,704.63) for his driving time claim, allocated as half liquidated damages and half back wages under the NCWHA, and Two Hundred and Seventy-eight Dollars and 42/100 (\$278.42) for his 2020 reimbursement claim, allocated as liquidated damages under the FLSA.

Payments for alleged back wages under the NCWHA or FLSA shall be subject to normal and appropriate employment taxes and withholdings based on a miscellaneous pay period of 365 days if there is a W-4 available as outlined in this paragraph. Defendants will provide the Settlement Administrator the most recent Form W-4 the Defendants have on file for each member of the Piece-Rate Subclass and the Class Representatives, and the Settlement Administrator will calculate withholdings based on such forms. If there is no W-4 available on file, the Settlement Administrator will request a new form from the individual in order to calculate the withholding. For any Class Members entitled to damages characterized as back wages under this settlement for whom Defendants do not provide a W-4 or who does not provide it when requested, there will be no withholdings made. The employer's share of employment

taxes shall not be paid out of the Settlement Fund and shall be paid by the Defendants. If any person does not have a Social Security number, payments shall be issued based on a statement from Class Counsel stating that they have requested Social Security numbers and listing which Plaintiff(s) have not provided a Social Security number. No withholdings will be made from payments characterized as breach of contract damages or liquidated damages.

1.2. **Distributing Payments to Class Members.** In order to receive a payment, individuals will be asked to communicate with the Settlement Administrator to confirm their identity (a Mexican voter identification card or Mexican passport shall be some of the acceptable forms of ID), provide a current address, and provide instructions for how they would like their payment sent. The Settlement Administrator will offer multiple forms of communication including through WhatsApp. For claimants who are not in the United States, their payments will be distributed via wire transfer or other electronic funds transfer. Fees for transmitting settlement funds shall be paid by Defendants and will not be deducted from the amounts due to individual claimants.

1.3. **Second Distribution.** In the event that there is more than Six Thousand Dollars and 00/100 Cents (\$6,000) remaining from the amount described in Section 1.1 above one year after the Court's Order giving Final Approval to the Settlement, Class Counsel will direct the Settlement Administrator to make a second distribution of payments to those claimants who received a settlement payment as part of the first distribution. The amount remaining will be allocated on a *pro rata* basis based on the amounts listed in the Plan of Allocation as the Total Potential Second Distribution. No one will receive more than the amount listed in the Plan of Allocation as their Total Potential Second Distribution and if the amount any Class Member is

entitled to as their share of the Second Distribution is less than Fifty Dollars (\$50), they will not receive a Second Distribution. The Settlement Administrator shall use its best efforts to distribute payments as part of the Second Distribution for a period of six months. If a Second Distribution occurs, up to Five Thousand Dollars (\$5,000) of the Net Proceeds remaining in the Settlement Fund may be used to pay the costs associated with the Second Distribution.

1.4. **Costs and Attorney's Fees.** Of the total Settlement Payment, One Hundred and Ten Thousand One Hundred Seventy-four Dollars and 04/100 (\$110,174.04) shall be for the Class Counsel's costs and attorneys' fees, pursuant to 29 U.S.C. §216 (b), N.C. Gen. Stat. § 95-25.22(d), and/or the common fund doctrine. Class Counsel shall ask the Court to approve this payment out of the Settlement Fund in the Motion for Final Settlement Approval. Defendants agree not to oppose this request. Class Counsel will provide instructions to the Settlement Administrator as to how to make the payments to Class Counsel pursuant to this paragraph.

1.5. **Special Payments.** Of the total Settlement Payment, Ten Thousand Nine Hundred Dollars and 00/100 (\$10,900) is allocated to special payments for the Class Representatives and the three Opt-in Plaintiffs, with \$5,000 going to each of the Class Representatives and \$300 going to each of the Opt-In Plaintiffs. In the Motion for Final Settlement Approval, Class Counsel shall also ask the Court to approve the special payments, payable solely from the Settlement Fund, and Defendants agree not to oppose this request. Class Representatives and the specified Opt-In Plaintiffs shall be entitled to receive such compensation from the Settlement Fund to the extent awarded by the Court.

## **2. Cy Pres Award and Partial Reversion of Funds to Defendants**

In the event that there is money remaining in the Settlement Fund after the completion of the Second Distribution described in 1.3, or the first distribution described in 1.1 and 1.2 if there are insufficient funds remaining to trigger the Second Distribution, any funds remaining that were allocated as breach of contract damages in the Plan of Allocation will be equally divided between Defendants and the *cy pres* recipient approved by the Court. All additional remaining funds shall be distributed to the *cy pres* recipient. Class Counsel will ask the Court to approve NC FIELD, Inc., as the *cy pres* recipient, and Defendants will not oppose that request. If the Court does not approve NC FIELD, the Parties will propose a mutually agreeable alternative.

## **3. Settlement Administrator**

Defendants shall retain a mutually agreeable Settlement Administrator to assist with various administrative tasks, including but not necessarily limited to: 1) providing settlement notices to Class and Subclass Members and Opt-in Plaintiffs; 2) distributing to Class and Subclass Members and Opt-in Plaintiffs their respective shares of the Settlement Fund, including both a first and, if necessary, second distribution; 3) calculating and paying any tax withholdings and making any required tax filings; and 4) distributing tax forms to Class Members and Opt-in Plaintiffs. With the exception of the cost of the Second Distribution as outlined in Section 1.3 above, all Settlement Administrator Expenses shall be paid separately by Defendants and shall include all necessary and reasonable costs of administering and processing claims, including but not limited to: translation into Spanish of the class notice and any other written communications between the parties and class members regarding the settlement, copies, postage, printing,

telephone, issuance of checks, money wiring fees, charges for the services of the Settlement Administrator, and other costs and charges, subject to further approval by the Court.

**4. Distributing Tax Forms**

The Settlement Administrator will timely distribute Forms 1099 and W-2 to the Named Plaintiffs, Class Members, and Opt-Ins who receive payment. Payments for alleged liquidated damages under the FLSA/NCWHA, for breach of contract damages and for service awards shall be subject to issuance of Forms 1099 in which this income is listed in line 3 as “other income.” Payments for back wages shall be subject to issuance of Forms W-2. Defendants shall pay the employer’s share of taxes for back wages.

**5. Joint Motion for Settlement Approval.**

The parties will jointly move for preliminary settlement approval by the Court no later than December 19, 2025 or any other deadline approved by the Court. Class Counsel will prepare the initial draft of the motion and order seeking approval of the settlement. On or before the deadline set by the Court, the Parties will move for final approval of the Settlement. Class Counsel will also prepare the initial draft of the motion and order seeking final approval.

**6. Consent Order**

As part of the Motion for Final Approval, Lee and Sons Defendants and Named Plaintiffs agree to execute and file with the Court a Consent Order in the form attached hereto as Exhibit 2.

**7. Stipulation of Dismissal with Prejudice**

Upon the payment of the sums as set out in Paragraph 1 of this Agreement, Named Plaintiffs shall promptly execute and file with the Court a Stipulation of Dismissal of the Action with

prejudice, except that the Court shall retain jurisdiction over this action as provided in the Consent Order referred to in paragraph 13.

**8. Release by Named Plaintiffs**

In consideration of the mutual covenants and promises herein, each of the Named Plaintiffs will execute a release of the Lee and Sons Defendants as soon as practicable following the execution of this Agreement. The form of this release is attached hereto as Exhibit 3 and will be translated into Spanish or such other language as required for each of the Plaintiffs. The release will be effective upon final Court approval of this Settlement Agreement and payment by the Lee and Sons Defendants of the amounts listed in Paragraph 1. Class Counsel shall hold the releases in trust and provide them to the Defendants within 7 days of payment by the Defendants.

**9. Release by Class Members**

Upon final approval by this Court of the Settlement Agreement and payment by Defendants as described in paragraph 1, the FLSA Opt-Ins and members of the certified Rule 12 classes and subclasses who do not exclude themselves from the Settlement forever settle, compromise, resolve, release, waive, discharge and terminate any and all claims, grievances, charges, complaints, demands, damages, costs, expenses (including attorney's fees), or causes of action which are the subject matter of the claims made against the Lee and Sons Defendants in this Action and which arose between December 2, 2020 and December 31, 2022. Released claims do not include any claim for workers' compensation benefits, nor any rights or claims which may arise after the date the Settlement Agreement is executed.

**10. No Admission of Liability**

The payments described herein are not to be construed as an admission of any liability or violation of any federal, state or local statute or regulation, or of any duty owed by the

Defendants, who have denied and continue to deny any and all liability. As stated above, the payments provided for herein are in consideration of the above release and to avoid further litigation and dispute.

**11. Confidentiality**

This settlement is not subject to a confidentiality agreement.

**12. Severability**

Each provision of this Agreement is intended to be severable. If any term or provision except for Paragraph 1 is held to be invalid, void or unenforceable by a court of competent jurisdiction for any reason whatsoever, such ruling shall not affect the remainder of this Agreement.

**13. Fees and Costs**

Except as otherwise expressly agreed to herein and in the attached Exhibits, each party shall bear his/her/its own attorneys' fees and costs associated with the Action.

**14. Governing Law and Venue**

This Agreement shall be construed and governed in accordance with the laws of the State of North Carolina without regard to its choice or conflict of law provisions.

**15. Successors in Interest**

This Agreement shall be binding upon and shall inure to the benefit of the successors, assigns, heirs, and personal representatives of the parties hereto.

**16. Originals**

This Agreement is to be signed in one (1) or more counterparts, each of which, when executed with the same formality and in the same manner as the original, shall constitute an original.

### **17. Descriptive Headings**

The descriptive headings of the various sections hereof were formulated and inserted for convenience only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

### **18. Authority**

The parties warrant that they are legally competent and fully empowered and authorized to execute this Agreement; that they have not conveyed or assigned, pledged, hypothecated, or otherwise disposed of any interest in the claims or causes of action being released herein; and that there are no additional entities or persons affiliated with any party who are necessary to effectuate this Agreement and the releases contained herein.

### **19. Entire Consideration for this Agreement**

This document sets forth the entire consideration for this Agreement, which consideration is contractual and not a mere recital. All agreements and understandings between the parties are embodied and expressed herein and this Agreement supersedes and replaces all prior negotiations and agreements related to its terms.

### **20. Voluntary Execution**

The parties, all of whom are represented by counsel, intending to be legally bound, apply their signatures voluntarily and with full understanding of the contents of this Agreement and after having had ample time to review and study this Agreement with their counsel.

Signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Tony D. Lee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tony Cameron Lee .

\_\_\_\_\_  
Date

\_\_\_\_\_  
Clint Lee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cristóbal Lopez Lopez

\_\_\_\_\_  
Date

\_\_\_\_\_  
Gilberto Flores Lozano

\_\_\_\_\_  
Date

**Exhibit 1**  
**Plan of Allocation**

**EXHIBIT 2**

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF NORTH CAROLINA  
WESTERN DIVISION  
CIVIL CASE NO: 5:22-cv-491-BO-RN

CRISTOBAL LOPEZ LOPEZ and GILBERTO )  
FLORES LOZANO, *on behalf of themselves and all* )  
*other similarly situated persons* )  
 )  
Plaintiffs )  
v. )  
 )  
BOYKIN FARMS, INC., RHODES FARMING, )  
LLC, WILLIE C. BOYKIN, III, MATTHEW Z. )  
RHODES, TONY D. LEE, d/b/a LEE AND SONS )  
FARMS, TONY CAMERON LEE, d/b/a LEE )  
AND SONS FARMS, and CLINT LEE, d/b/a LEE )  
AND SONS FARMS, )  
 )  
Defendants. )  
\_\_\_\_\_ )

**CONSENT ORDER**

Plaintiffs Cristóbal Lopez Lopez and Gilberto Flores Lozano instituted this action pursuant to the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”), the North Carolina Wage and Hour Act, N.C. Gen. Stat. § 95-25.1, *et seq.* (“NCWHA”), and the common law of contracts on December 2, 2022. Defendants Tony D. Lee, Tony Cameron Lee, and Clint Lee, all d/b/a Lee and Sons Farms (collectively the “Lee and Sons Defendants”) have denied, and continue to deny, the allegations.

Plaintiffs and Lee and Sons Defendants hereby consent to the entry by the Court of the following Consent Order, in order to resolve their differences expeditiously, to do justice for all, and to minimize further legal expense. All parties agree that this Consent Order is being entered

into for purposes of enforcement under Rule 71 of the Federal Rules of Civil Procedure and that this Consent Order will remain in place for two (2) years from the date that it is entered by the Court. The terms of this Order shall apply to the Defendants, their heirs, representatives, successors, and assigns, and shall be implemented immediately where not otherwise specifically stated. The Plaintiffs and the Lee and Sons Defendants (collectively, the "Parties") have stipulated to jurisdiction of the Court over them and agree that the subject matter of this action is properly before the Court.

The Parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation. It is understood and agreed that this settlement is the compromise of disputed claims (which the Lee and Sons Defendants have denied) and is not an admission of liability or wrongdoing by the Defendants.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action and (2) the purposes and provisions of the Fair Labor Standards Act and the North Carolina Wage and Hour Act will be promoted and effectuated by the entry of the Consent Order.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Lee and Sons Defendants will maintain records for all hours worked by their H-2A workers (including for travel between fields), including when workers are paid by the piece.
2. Lee and Sons Defendants will ensure that H-2A workers living in housing that Defendants own or rent are able to store and cook food in any camp kitchen.
3. The Lee and Sons Defendants shall issue a reimbursement to each of their H-2A workers for reasonable and necessary transportation and subsistence costs incurred from the point of recruitment to the Lee and Sons Defendants' labor camp, as well as H-2A visa costs.

The amount for daily subsistence will be at least the daily meal charge approved by the Secretary of Labor. This reimbursement will be issued to each worker with the first paycheck issued after the worker's arrival at the Lee and Sons Defendants' labor camp. Receipts will not be required for reimbursement. The amount of the reimbursement for travel shall be based on the most economical and reasonable common carrier charges. Air travel will not be considered economical or reasonable and will not be reimbursed.

4. If the Lee and Sons Defendants use a labor contractor to provide workers during the term of this consent order then Defendants agree to contractually require that the farm labor contractor comply with paragraphs 1-3 above.

5. This agreement will not otherwise alter the Defendants' obligations under applicable law, nor will it alter the rights and obligations of any H-2A workers who work for the Lee and Sons Defendants in the future.

6. If any time during the term of this Order, Plaintiff(s) or a nonparty covered by this Order under Rule 71 believes that the Defendants are in violation of the Order, they shall give written notice of the alleged violation to Lee and Sons Defendants. The Defendants shall have fifteen (15) days in which to investigate and respond to the allegations. Thereafter, Plaintiff or the affected nonparty(ies) and Defendants then shall have a period of fifteen (15) days or such additional period as may be agreed upon by them, in which to engage in negotiation regarding such allegations before Plaintiff(s) or the affected nonparty(ies) exercises any remedy provided by this Order.

10. The Court shall have jurisdiction to monitor the Consent Order, enter any necessary orders, and over any action to enforce the Consent Order.

SO ORDERED:

\_\_\_\_\_  
Date

\_\_\_\_\_  
United States District Court Judge

The Parties jointly request that the Court approve and enter the Consent Order:

North Carolina Justice Center

/s/ \_\_\_\_\_  
Carol L. Brooke  
N.C. Bar No. 29126  
Clermont Ripley  
NC Bar No. 36761  
P.O. Box 28068  
Raleigh, NC 27611  
Telephone: 919-856-2144  
Facsimile: 919-856-2144  
[carol@ncjustice.org](mailto:carol@ncjustice.org)  
[clermont@ncjustice.org](mailto:clermont@ncjustice.org)  
Attorney for Plaintiffs

Cranfill Sumner LLP

/s/ \_\_\_\_\_  
F. Marshall Wall  
P.O. Box 27808  
Raleigh, NC 27611-7808  
Telephone: 919-828-7808  
Facsimile: 919-828-2277  
[mwall@cshlaw.com](mailto:mwall@cshlaw.com)  
Attorney for Defendants Tony D. Lee,  
Tony Cameron Lee, and Clint Lee, all d/b/a  
Lee and Sons Farms

Higgins Benjamin, PLLC

/s/ \_\_\_\_\_  
Jonathan Wall  
N.C. Bar No. 22839  
301 N. Elm St., Suite 800  
Greensboro, NC 27401  
Telephone: (336) 273-1600  
[jwall@greensborolaw.com](mailto:jwall@greensborolaw.com)  
Attorney for Plaintiffs



**EXHIBIT 3**

RELEASE

I \_\_\_\_\_, intending to be legally bound, and for and in consideration of the payments made and obligations undertaken pursuant to this Agreement, do for myself, my heirs, executors, administrators, successors and assigns hereby release and forever discharge Tony D. Lee, Tony Cameron Lee, and Clint Lee, all d/b/a Lee and Sons Farms, and their successors, predecessors, parents, subsidiaries, affiliates, family members, partners, assigns, directors, officers, shareholders, agents, employees, attorneys, insurers, and all persons, corporations or other entities who might be claimed to be jointly and/or severally liable with them (collectively, “Released Parties”), from any and all claims, grievances, charges, complaints, demands, damages, costs, expenses (including attorneys’ fees and costs), or causes of action which were alleged or could have been alleged arising out of my employment with Tony D. Lee, Tony Cameron Lee, and/or Clint Lee, all d/b/a Lee and Sons Farms including the transactions and occurrences that are the subject matter of *Lopez Lopez, et al. v. Boykin Farms, Inc., et al.* Case No. 5:22-cv-491-BO-RN (EDNC) (the “Lawsuit”), regardless of whether such claims arise under federal, state or local law or common law, including claims under the Age Discrimination in Employment Act of 1967 and all amendments (“Released Claims”). Released Claims do not include any claim for workers’ compensation benefits, nor do they include any rights or claims which may arise after the date the Settlement Agreement to which this Release is appended is executed by all parties.

I understand that this Release and the documents filed with the Court for approval of the settlement of the Lawsuit are the complete agreement between the parties to the Lawsuit. There are no other terms, conditions, or agreements besides those.

I am at least 18 years old and have full legal capacity to sign this Release. I understand and agree to all of the terms of this Release. This Release has either been read and explained to me in my native language, or I have read it and fully understand it. I had the opportunity to fully review this Release and the Settlement Agreement with my legal counsel before signing them.

This the \_\_\_\_ day of \_\_\_\_\_, 2025.

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Signature