

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA**

TIFANI DIAMOND, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

SUREFIRE MANAGEMENT, LLC, et al.,

Defendants.

Civil Action No.: 2:25-cv-00190-PLD

JOINT STIPULATION OF SETTLEMENT AND RELEASE AGREEMENT

This Joint Stipulation of Settlement and Release Agreement (the “*Settlement Agreement*”),¹ is entered into by and between Plaintiff Tifani Diamond (“*Plaintiff*” or “*Diamond*”), on behalf of herself and the *Tipped Employees*, and Defendants Surefire Management, LLC; Surefire Management Group, L.P.; Surefire Hospitality Group, L.P.; Surefire Restaurants - McCandless, LLC (“*McCandless LLC*”); Surefire Restaurants - North Shore, LLC (“*North Shore LLC*”); Surefire Restaurants - Waterfront, LLC (“*Waterfront LLC*”); Surefire Restaurants Group - Blue Spruce, L.P. (“*Blue Spruce LP*”); Surefire Restaurants Group - Cranberry, L.P. (“*Cranberry LP*”); Surefire Restaurants Group - McCandless, L.P. (“*McCandless LP*”); Surefire Restaurants Group - North Shore, L.P. (“*North Shore LP*”); Surefire Restaurants Group - Waterfront, L.P. (“*Waterfront LP*”); Surefire Restaurants-Blue Spruce, LLC (“*Blue Spruce LLC*”); B-Lux Restaurants, Inc. (“*B-Lux*”); Mike Hanley (“*Hanley*”); Herky Pollock (“*Pollock*”); Gerald Dilembo (“*Dilembo*”); and Vic Bovalino (“*Bovalino*”), (collectively referred to as the “*Defendants*”).

RECITALS

WHEREAS, on February 7, 2025, *Plaintiff* commenced litigation captioned *Diamond v. Surefire Management, LLC, et al.*, Civil Action No. 2:25-cv-00190-PLD in the United States District Court for the Western District of Pennsylvania (the “*Action*”) alleging various wage and hour claims against the *Defendants* under certain Pennsylvania state laws and the Fair Labor Standards Act (“*FLSA*”);

WHEREAS, the *Defendants* have vigorously contested *Plaintiff’s* alleged claims from the outset, including *Plaintiff’s* assertions that the *Action* may be maintainable as a class and/or collective action;

¹ Italicized words are defined herein.

WHEREAS, the *Parties* have not engaged in formal discovery practice but have exchanged certain information so as to allow each side to better understand the strengths and weaknesses of their respective positions;

WHEREAS, the *Parties* have engaged in informal settlement discussions amongst themselves, including the hours worked by *Tipped Employees* and tip credit claimed from *Defendants*. This allowed *Plaintiff's Counsel* to perform a comprehensive damages' analysis;

WHEREAS, the *Parties* engaged in formal settlement discussions with the *Mediator*, who is experienced in class/collective action settlements, and as part of those discussions *Defendants* provided certain information to *Plaintiff* that would significantly limit the potential recovery in this *Action*;

WHEREAS, the *Parties* met for an in-person mediation with the *Mediator* on May 1, 2025 that lasted most of the day and then convened again via Zoom with the *Mediator* on May 28, 2025 with that mediation lasting all day;

WHEREAS, during the two mediations, Defendants provided Plaintiff's Counsel with certain confidential and proprietary financial information regarding the financial operations of Defendants' Restaurants;

WHEREAS, the *Defendants* continue to deny all liability with respect to any and all claims alleged in the *Action* and have asserted numerous defenses;

WHEREAS, the *Parties* reached an agreement in principle for a settlement in this *Action*;

WHEREAS, *Defendants* have amended their existing notice practices as of February 7, 2025, such that they undisputably comply with Section 204(m) of the FLSA, thus making the applicable Class Period from February 7, 2022 through February 7, 2025;

WHEREAS, Defendants have agreed to the separation of Plaintiff from employment, as described in Section 3.1 below; and

WHEREAS, the *Parties* desire to promptly and fully resolve and settle with finality the *Action* without further litigation.

NOW, THEREFORE, the *Parties*, in consideration of the promises, covenants, and agreements herein described, and for other good and valuable consideration, acknowledged by each of them to be satisfactory and adequate, and intending to be legally bound, do hereby mutually agree as follows:

1. BACKGROUND

Plaintiff works as a server at a restaurant operated by the *Defendants* doing business as Burgatory in Murrysville, Pennsylvania. Ms. Diamond received part of her compensation in tips, and the *Defendants* utilized a "tip credit" to satisfy its federal and state minimum wage obligations in paying *Plaintiff* and other *Tipped Employees*. Ms. Diamond claims the *Defendants*: (i) failed to

satisfy the notice requirements of the tip credit provisions in federal and state law; (ii) failed to ensure *Plaintiff* and other *Tipped Employees* earned the mandated minimum wage when taking the tip credit; and (iii) paid *Plaintiff* and other *Tipped Employees* the tipped wage even when they were performing non-tipped duties. *Defendants* vigorously deny each allegation and maintain that their restaurant's employees, including Ms. Diamond and all *Tipped Employees*, were properly paid at all times.

On February 7, 2025, on the basis of those alleged facts, *Plaintiff* sued the *Defendants* in the United States District Court for the Western District of Pennsylvania, Case No. 2:25-cv-00190-PLD. On her own behalf, and on behalf of a putative class and putative collective, Ms. Diamond asserted claims under the Fair Labor Standards Act ("FLSA"), the Pennsylvania Minimum Wage Act ("PMWA"), and Pennsylvania Wage Payment Collection Law ("WPCL"). *Plaintiff* sought recovery of alleged unpaid wages, liquidated damages, and *Plaintiff's* attorneys' fees and costs. The *Action* was assigned to the Honorable Magistrate Judge Patricia L. Dodge.

On the afternoon of March 28, 2025, counsel for *Defendants* produced certain data that allowed *Plaintiff's Counsel* to perform a damages calculation. On March 31, 2025, *Plaintiff's Counsel* requested certain information in response to representations made by *Defendants* in their March 28, 2025 correspondence. Thereafter, on April 15, 2025, the *Defendants* filed their Answer to *Plaintiff's* Complaint ("*Answer*"). On April 17, 2025, the *Court* scheduled a Rule 16 case management conference to be conducted on May 19, 2025 in this matter. That conference was subsequently held in abeyance to the mediation sessions set forth below.

Subsequent to the filing of the *Complaint*, the *Parties* engaged in significant, informal settlement discussions. Based on these conversations, the *Parties* engaged the *Mediator* to see if she could help facilitate resolution amongst the *Parties*. As part of these discussions, *Defendants* produced certain, confidential business information to *Plaintiff*. The *Parties* held a formal, all-day mediation before the *Mediator* on May 1, 2025. During these discussions, it was determined that *Plaintiff* would need further detailed business information. Accordingly, the *Parties* agreed to reconvene the mediation on May 28, 2025. Prior to that mediation, *Defendants* provided additional, detailed business information to *Plaintiff's Counsel*. The mediation held on May 28, 2025 lasted all day and was highly contentious. However, with the assistance of the *Mediator*, the *Parties* were able to agree on the general parameters of a resolution. Nonetheless, it took months of additional negotiations before the precise terms of the settlement were agreed to by the *Parties*. Ultimately, the *Parties* agreed to settle on the terms detailed herein.

Based upon their independent analysis, and recognizing the risks of continued litigation, counsel for *Plaintiff* believes that the settlement with *Defendants* for the consideration of and on the terms set forth in this *Settlement Agreement* is fair, reasonable, and is in the best interest of *Plaintiff* and *Settlement Class* members, in light of all known facts and circumstances, including the risk of delay and defenses asserted by *Defendants*. Although *Defendants* deny liability, they have agreed to the settlement to avoid the cost and burden of continued litigation and because they too believe it is in the *Parties'* best interests. For those reasons, and because an effective release is contingent on *Court* approval, the *Parties* submit their *Settlement Agreement* to this *Court* for its review.

2. DEFINITIONS

- 2.1 Action.** The legal action captioned *Diamond v. Surefire Management, LLC, et al.*, Civil Action No. 2:25-cv-00190-PLD, in the United States District Court for the Western District of Pennsylvania.
- 2.2 Bar Date.** The date by which a *Tipped Employee* must submit any of the following to the *Claims Administrator*: (i) an objection; (ii) a *Request for Exclusion* from the *PA Class*; (iii) a *Claim Form*; and/or (iv) a declaration contesting the validity of the *Claims Administrator's* calculations regarding that individual *Settlement Class* member's *Estimated Settlement Payment*. The *Parties* agree that the *Bar Date* shall be forty-five (45) days after the mailing of the *Notice Packet*.
- 2.3 CAFA.** The Class Action Fairness Act.
- 2.4 Claim Form.** The form substantially in the form attached hereto as Exhibit B that shall be mailed with the *Notice Packet* for *Tipped Employees*. Where appropriate, the *Claim Form* shall include the form or language to substitute for Department of Treasury Internal Revenue Service Form W-9, Request for Taxpayer Identification Number and Certification. The *Claims Administrator* may elect to establish a secure portal by which *Tipped Employees* can complete and submit their *Claim Form*.
- 2.5 Claims Administrator.** RG/2 Claims Administration LLC, the entity mutually selected by the *Parties* to serve as the claims administrator in the settlement administration of this Action.
- 2.6 Class Counsel.** *Class Counsel* shall mean the law firm Lynch Carpenter, LLP. The term *Class Counsel* and *Plaintiff's Counsel* shall be used interchangeably herein.
- 2.7 Class Notice.** The notice substantially in the form of Exhibit A to be directed to *Tipped Employees*. The purpose of the *Class Notice* is to inform *Tipped Employees* about the resolution of the *Action* and the material terms of this *Settlement Agreement*.
- 2.8 Class Period.** February 7, 2022 through February 7, 2025. This period shall cover only the *Work Hours* set forth in the *Payroll Data*.
- 2.9 Class Payment.** The portion of an individual *Settlement Payment* that a *PA Class* member will receive pursuant to the Settlement Agreement for the release of Pennsylvania state law claims.
- 2.10 Complaint.** The complaint filed in this *Action* on or around February 7, 2025.
- 2.11 Court.** The United States District Court for the Western District of Pennsylvania.
- 2.12 Cy Pres Distribution.** Any and all funds that, pursuant to the terms of this *Settlement*, require distribution to a *Cy Pres Recipient* pursuant to Section 4.12 of this *Settlement Agreement*.

- 2.13** *Defendants.* Surefire Management, LLC; Surefire Management Group, L.P.; Surefire Hospitality Group, L.P.; Surefire Restaurants - McCandless, LLC; Surefire Restaurants - North Shore, LLC; Surefire Restaurants - Waterfront, LLC; Surefire Restaurants Group - Blue Spruce, L.P.; Surefire Restaurants Group - Cranberry, L.P.; Surefire Restaurants Group - McCandless, L.P.; Surefire Restaurants Group - North Shore, L.P.; Surefire Restaurants Group - Waterfront, L.P.; Surefire Restaurants-Blue Spruce, LLC; B-Lux Restaurants, Inc.; Mike Hanley; Herky Pollock; Gerald Dilembo; and Vic Bovalino.
- 2.14** *Defendants' Counsel.* Dinsmore & Shohl, LLP.
- 2.15** *Effective Date.* The first day after the *Settlement* becomes *Final*.
- 2.16** *Estimated FLSA Collective Payment.* “Estimated FLSA Collective Payment” will have the meaning set forth in Section 4.6.
- 2.17** *Estimated Class Payment.* “Estimated Class Payment” will have the meaning set forth in Section 4.6.
- 2.18** *Estimated Settlement Payment.* “Estimated Settlement Payment” will have the meaning set forth in Section 4.6.
- 2.19** *Expiration Period.* 180 days after the mailing of the *Settlement Payment* to the *Settlement Class* members.
- 2.20** *Final.* With respect to any judicial ruling or order, an order that is final for purposes of 28 U.S.C. § 1291, and (a) for which the time has expired to file an appeal, motion for reconsideration or clarification, motion for re-argument, motion for rehearing, petition for a writ of certiorari or other writ (“*Review Proceeding*”) with respect to such judicial ruling or order with no such *Review Proceeding* having been filed; or (b) if a *Review Proceeding* has been filed with respect to such judicial ruling or order, (i) the judicial ruling or order has been affirmed without material modification and with no further right of review, or (ii) such *Review Proceeding* has been denied or dismissed with no further right of review.
- 2.21** *Final Approval Hearing.* The hearing scheduled by the *Court*, if any, to decide whether to approve the *Settlement* as fair, reasonable, and adequate pursuant to Fed. R. Civ. P. 23. Such a hearing will only constitute a *Final Approval Hearing* if it is scheduled at least 60 days after entry of the *Preliminary Approval Order*, so as to provide adequate time for *Class Notice* to be disseminated.
- 2.22** *Final Approval Order.* The document substantially in the form attached hereto as Exhibit E, which will be submitted to the *Court* by the *Parties* to seek: (1) approval of this *Settlement Agreement* on the terms provided herein (or as the same may be modified by subsequent mutual agreement of the *Parties* subject to approval of the *Court*), adjudging such terms to be adequate, fair and reasonable, and in the best interests of *Plaintiff* and *Settlement Class* members; (2) certification of the *Settlement Class* for settlement purposes only; (3) approval of *Class Counsel's* application for an award of their fees, costs and expenses; (4) approval of *Class Counsel's* application for a *Service Payment* to *Plaintiff*;

and (5) dismissal of the *Action* with prejudice.

- 2.23** *Final Effective Date.* The date on which the *Settlement* becomes *Final* and all *Settlement Conditions* have either been satisfied or waived in accordance with this *Settlement Agreement*.
- 2.24** *FLSA Collective.* *Plaintiff* and all *Tipped Employees* who affirmatively opt-into this *Action* pursuant to Section 216(b) of the FLSA by submitting a *Claim Form* to the *Claims Administrator* prior to the *Bar Date*.
- 2.25** *FLSA Collective Payment.* The portion of an individual *Settlement Payment* that an *FLSA Collective* member will receive pursuant to the *Settlement Agreement* for the release of FLSA claims.
- 2.26** *Litigation.* The legal action captioned *Diamond v. Surefire Management, LLC, et al.*, Civil Action No. 2:25-cv-00190-PLD, in the United States District Court for the Western District of Pennsylvania. The terms *Litigation* and *Action* shall be used interchangeably herein.
- 2.27** *Mediator.* Carole Katz, Esq.
- 2.28** *Notice Packet.* The (i) *Class Notice* mailed to *Tipped Employees* in accordance with this *Settlement Agreement*; (ii) *Estimated Settlement Payment* for the individual *Tipped Employee* to whom the *Class Notice* was mailed; and (iii) the required deductions, if any, set forth within *Defendants'* payroll records (e.g., garnishments, tax liens, child support). The *Notice Packet* sent via U.S. mail shall also include a *Claim Form* and a *Request for Exclusion* form.
- 2.29** *Notice Period.* The period of time from the date the *Claims Administrator* mails the *Notice Packet* through the *Bar Date*.
- 2.30** *PA Class.* All former and current *Tipped Employees* of *Defendants* who worked in any one or more of *Defendants'* *Restaurants* at any time during the *Class Period* who has not filed a *Request for Exclusion* prior to the *Bar Date*. Such a class shall be certified for settlement purposes only pursuant to Federal Rule of Civil Procedure 23(b)(3).
- 2.31** *Parties.* *Plaintiff* and *Defendants* and, in the singular, "Parties" refers to any of them, as the context makes apparent.
- 2.32** *Payroll Data.* *Payroll Data* shall mean the information set forth in Section 4.5.
- 2.33** *Plaintiff.* The named plaintiff in this *Action*, Tifani Diamond.
- 2.34** *Plaintiff's Counsel.* *Plaintiff's Counsel* shall mean the law firm Lynch Carpenter, LLP. The terms *Class Counsel* and *Plaintiff's Counsel* shall be used interchangeably herein.
- 2.35** *Preliminary Approval Order.* The document substantially in the form attached hereto as Exhibit D, which will be submitted to the *Court* by the *Parties* to seek (a) preliminary approval of this *Settlement Agreement*; (b) dissemination of *Class Notice*; (c) approval of

the proposed form of *Class Notice*; (d) certification a Fed. R. Civ. P. 23(b)(3) settlement only class; (e) appointment of *Plaintiff* as class representative and the law firm of Lynch Carpenter, LLP as *Class Counsel*; and (f) a finding that the proposed manner of serving the *Class Notice* to the members of the *Tipped Employees* is the best notice practicable under the circumstances.

- 2.36 Released Persons.** *Defendants* and any of their affiliates, parents, subsidiaries, business units, joint venturers, and related companies, and their past or present officers, directors, shareholders, members, managers, contractors, agents, representatives, or attorneys.
- 2.37 Request for Exclusion.** The document substantially in the form attached hereto as Exhibit C wherein a *Tipped Employee* who worked for *Defendants* during the *Class Period* and would otherwise be a member of the *PA Class* requests to be excluded from the terms of this *Settlement*.
- 2.38 Restaurants.** The restaurant establishment operated by *Defendants* and doing business as “Burgatory”. Excluded from this definition are the Burgatory establishments located inside the arenas, PPG Paints Arena and Heinz Field.
- 2.39 Review Proceeding.** “Review Proceeding” will have the meaning set forth in Section 2.20.
- 2.40 Service Payment.** The amount to be approved by the *Court* for payment to *Plaintiff* Tifani Diamond in recognition for her efforts in assisting in the prosecution of this *Action* on behalf of the *Settlement Class*. The *Parties* stipulate and agree that *Plaintiff* shall not seek a *Service Payment* in excess of \$7,500.00 in this *Action*.
- 2.41 Settlement.** The resolution of the *Action* pursuant to the agreement of the *Parties* on the terms and conditions as set forth in this *Settlement Agreement*.
- 2.42 Settlement Amount.** The \$850,000.00 payment that *Defendants* will pay to settle the *Action* as described in this *Settlement Agreement*, inclusive of *Plaintiff’s Counsel’s* fees and expenses, the *Service Payment*, and the *Claims Administrator’s* fees and expenses. The *Settlement Amount* may remain in *Defendants’* general funds until required to be provided to the *Claims Administrator* for distribution pursuant to Section 4. Except as set forth in this *Settlement Agreement*, *Defendants* shall not be called upon or required to contribute additional monies above the *Settlement Amount* under any circumstances whatsoever. Under no circumstances whatsoever shall any portion of the *Settlement Amount* revert to *Defendants* except as set forth in Section 7.3 (B)(2).
- 2.43 Settlement Agreement.** This *Settlement Agreement*, including any modifications or amendments adopted pursuant to Section 8.14.
- 2.44 Settlement Check.** Checks issued to *Settlement Class* members in the amount of their individual *Settlement Payment*. Each *Settlement Check* shall contain release language on its back in conformity with Section 4.11, or in an attached letter sent with the *Settlement Payment*, whichever the *Claims Administrator* determines is easier. To the maximum extent possible, the *Claims Administrator* shall use their best efforts to distribute a single

Settlement Check, rather than multiple checks, to each member of the *Settlement Class*.

- 2.45** *Settlement Class*. All members of the *PA Class* and the *FLSA Collective*.
- 2.46** *Settlement Conditions*. Each of the conditions and obligations set forth in Section 3 of this *Settlement Agreement* that must either be satisfied or waived in writing by the Party entitled to the benefit of the condition or obligation.
- 2.47** *Settlement Payment*. The payment an individual *Settlement Class* member will receive pursuant to the *Settlement Agreement*.
- 2.48** *Store Notice*. The mutually agreeable notice that shall be provided via “Hot Schedules” to the putative *Settlement Class* members substantially in the form attached hereto as Exhibit F.
- 2.49** *Tipped Employee*. Any individual employed by *Defendants* during the *Class Period* at any of the *Restaurants* where *Defendants* attempted to claim a “tip credit” for that employee pursuant to Section 203(m) of the *FLSA*. Such employees include bartenders and servers.
- 2.50** *Work Hour*. Any hour worked by a *Tipped Employee* for *Defendants* during the *Class Period* at any of the *Restaurants* for which *Defendants* claimed a tip credit pursuant to Section 203(m) of the *FLSA*. According to *Defendants*, the total *Work Hours* for *Tipped Employees* during the *Class Period* is 421,584.29.

3. SETTLEMENT CONDITIONS

The Parties stipulate and agree that each of the *Settlement Conditions* set forth in this Section is a material term. Except as otherwise provided in this *Settlement Agreement*, the *Parties* will use reasonable efforts to cause each of the following *Settlement Conditions* to occur and will support approval of the *Settlement* before the *Court*.

- 3.1** *Defendants shall advise the Court of the agreement with Plaintiff*. On or before moving for preliminary approval, *Defendants* shall advise the *Court* of the additional agreement with *Plaintiff* and shall disclose the parameters of that agreement to the *Court*, should the *Court* so require, in camera.
- 3.2** *Preliminary Approval of Settlement Agreement by the Court*. On or before September 8, 2025, the *Parties* will submit this *Settlement Agreement* (including all exhibits) to the *Court* for preliminary approval and will jointly request entry of a *Preliminary Approval Order* substantially in the form attached hereto as Exhibit D.
- 3.3** *Certification of Settlement Class*. The *Court* shall grant certification solely and exclusively for settlement purposes of the *Settlement Class* consisting of the (i) *FLSA Collective* and (ii) *PA Class*. For settlement purposes only, and to effectuate this *Settlement Agreement*, *Defendants* will not object to certification as set forth herein. Should this *Settlement Agreement* not become final, such stipulation to conditional certification shall become null and void and shall have no bearing on, and shall not be admissible in

connection with, the issue of whether conditional and/or class certification would be appropriate in a non-settlement context.

- 3.4 Certification by the Claims Administrator of the Work Hours for all Tipped Employees during the Class Period.** Pursuant to Section 4.6, the *Claims Administrator* shall either (i) certify that no adjustment to the *Settlement Amount* is necessary or (ii) advise *Plaintiff's Counsel* and *Defendants' Counsel* that there is a deviation in the total number of *Work Hours*. Such a certification shall occur at least ten (10) days before the *Final Approval Hearing*. Said certification can be accomplished through notifying *Class Counsel* and *Defendants' Counsel*.
- 3.5 Entry of Final Approval Order by the Court.** The *Parties* will jointly request that the *Court* schedule a *Final Approval Hearing* at least 60 calendar days after entry of the *Preliminary Approval Order*. At the *Final Approval Hearing*, the *Parties* will jointly move for entry of a *Final Approval Order*, substantially in the form attached hereto as Exhibit E.
- 3.6 Defendants Paying the Settlement Amount.** *Defendants* will wire transfer the *Settlement Amount* to the *Claims Administrator* on the later of either of the following days: (i) one (1) business day after the *Settlement* becoming *Final* or (ii) the first business day following January 1, 2026. The payment of the *Settlement Amount* by *Defendants* is contingent upon the *Settlement* becoming *Final*.
- 3.7 Final Approval Order Becoming Final.** If the *Court* denies approval of any material term of the *Settlement*, whether initially, or if a *Review Proceeding* has been instituted, then after the conclusion of any *Review Proceeding*, any *Party* may terminate the *Settlement Agreement* under Section 7. If the *Court* does not enter the *Final Approval Order* or if the *Final Approval Order* does not become *Final* then any *Party* may terminate this *Settlement Agreement* pursuant to Section 7.

4. TERMS OF SETTLEMENT

- 4.1 Settlement Amount.** *Defendant* will pay the *Settlement Amount*, which includes *Plaintiff's Counsel's* fees and costs as awarded by the *Court*, any *Service Payment* as awarded by the *Court*, and the *Claims Administrator's* fees and expenses under the *Settlement Agreement*. Also being paid from the *Settlement Amount* will be all *PA Class* members' state-law claims and all *FLSA Collective* members' *FLSA* claims. In return for the *Settlement Amount*, *Defendants* will obtain (among other things) the releases described in Section 5.
- 4.2 Class Certification.** In connection with preliminary and final approval of the proposed *Settlement*, *Plaintiff* will, through *Class Counsel*, and solely and exclusively for settlement purposes only, seek certification of the *PA Class* pursuant to Fed. R. Civ. P. 23(b)(3). *Plaintiff* will also seek certification of the *FLSA Collective* pursuant to 29 U.S.C. § 216(b).
- 4.3 Preliminary Approval.** The *Parties* will use reasonable efforts to enable the *Plaintiff* to file a motion ("Preliminary Approval Motion") with the *Court* for the issuance of a *Preliminary Approval Order*, substantially in the form attached hereto as Exhibit D, which, among other things, will: (a) preliminarily approve this *Settlement Agreement*; (b) direct

the time and manner of the *Notice Packet* to be served upon the *Tipped Employees*; (c) find that the proposed form of *Class Notice* fairly and adequately (i) describes the terms and effect of this *Settlement Agreement*, (ii) provides notice to the *Tipped Employees* of the time and place of the *Final Approval Hearing*, (iii) describes how *Tipped Employees* may participate in the *Settlement*, and (iv) describes how the recipients of the *Class Notice* may object to the *Settlement*; and (d) find that the proposed manner of serving the *Class Notice* to the *Tipped Employees* is the best notice practicable under the circumstances.

- 4.4 Cooperation.** The *Parties* will, in good faith, take reasonable steps to (a) secure expeditious entry of the *Preliminary Approval Order* by the *Court*; (b) seek a date for the *Final Approval Hearing* at least 60 calendar days after entry of the *Preliminary Approval Order*; and (c) and seek entry of the *Final Approval Order*.
- 4.5 Retention of Claims Administrator.** The *Claims Administrator* will be responsible for the claims-administration process and distribution of the *Class Notice* and *Settlement Payments* as provided herein. The *Parties* shall jointly be responsible for the selection of the *Claims Administrator*. *Defendants* will cooperate with the *Claims Administrator* and assist it in any reasonable way possible in administering this *Settlement Agreement*. *Claims Administrator* fees are to be paid out of the *Settlement Amount*. The *Claims Administrator* will provide *Class Counsel* and *Defense Counsel* with a final bill of its fees no later than ten (10) days before the *Final Approval Hearing*.
- 4.6 Class Information.** Within fourteen (14) calendar days after the *Court* enters a *Preliminary Approval Order*, *Defendants* will provide the *Claims Administrator* with a list, in electronic form, containing the following information for *Plaintiff* and for each *Tipped Employee*, to the extent such information is in *Defendants*' possession: name, last known address, last known telephone number(s), last known email address(es), Social Security Number, hourly rate of pay paid by *Defendants* (the "cash wage" paid pursuant to Section 203(m)), number of hours recorded in *Defendants*' timekeeping system as a *Work Hour*, the dates employed by *Defendants* at any time during the *Class Period* (including, where applicable, the dates of termination and/or rehire) so as to confirm the total *Work Hours*. This information shall be referred to herein as the *Payroll Data*. At the same time, *Defendants* will also provide *Class Counsel* with the same information it provides to the *Claims Administrator*, with such information being produced in the same format. The *Claims Administrator* shall have a fiduciary duty to maintain, safeguard, maintain private and confidential, and prevent the dissemination of any and all *Payroll Data* provided by *Defendants*. The *Claims Administrator* will not use the information produced pursuant to this section for any purpose other than to administer the *Settlement*. Similarly, *Class Counsel* agrees to keep the class information as described in this paragraph confidential and agrees the information shall not be used in the future in any way (including the prosecution of claims) against *Defendants*. The *Parties* stipulate and agree that they will each cooperate and use their best efforts to provide the *Claims Administrator* any information the *Claims Administrator* requests to facilitate its duties and obligations set forth in this *Settlement Agreement*.

- (A) **Total Hours.** Data produced by Defendants reflects that during the *Class Period*, Defendants claimed a “tip credit” for 421,584.29 hours worked by *Tipped Employees*. Should during the course of administering this *Settlement*, it be determined by the Claims Administrator that the amount of actual hours Defendants claimed a “tip credit” for during the *Class Period* exceeds the *Work Hours* by three percent (3%) or more, Plaintiff may elect, at her sole discretion, to terminate this *Settlement Agreement* in accordance with Section 7 if Defendants do not agree in writing to add to the *Settlement Amount* on a dollar-for-dollar basis an amount to bring the deviation below the three percent (3%) margin within seven days of being so notified by the *Claims Administrator*.

4.7 Calculation of Settlement Payments for Plaintiff and Settlement Class Members.

- (A) **Estimated Settlement Payment.** The *Notice Packet* will contain an “*Estimated Class Payment*” and an “*Estimated FLSA Collective Payment*” for the individual *Tipped Employee* to whom it was mailed. The *Estimated Class Payment* and the *Estimated FLSA Collective Payment* together equal the individual’s *Estimated Settlement Payment*. The *Claims Administrator* will calculate these estimated payments as follows:
- (1) The *Claims Administrator* will deduct from the *Settlement Amount* (i) the anticipated amount of attorneys’ fees and costs to be requested (one-third of the *Settlement Amount*), (ii) the maximum *Service Payment* sought for the Plaintiff, and (iii) the estimated fees and expenses of the *Claims Administrator*. The resulting number will be referred to as the “*Estimated Net Settlement Amount*.”
 - (2) For each *Tipped Employee*, the *Claims Administrator* will total the amount of tip credit taken by Defendants for all hours worked as a *Tipped Employee* during the *Class Period* as reflected in the *Payroll Data*. For example, if an individual was paid \$2.83 per hour, resulting in Defendants taking a tip credit of \$4.42 per hour, and that employee worked 100 hours during the *Class Period*, that individual *Tipped Employee* would be owed \$442.00. This number will be referred to as the “*Estimated Individual Damage Amount*.”
 - (3) The *Estimated Individual Damage Amounts* for all *Tipped Employees* will then be added together by the *Claims Administrator* to determine the “*Estimated Total Damages Amount*.”
 - (4) The *Estimated Net Settlement Amount* will then be divided by the *Estimated Total Damages Amount*.
 - (5) The *Claims Administrator* will then multiply the resulting fractional amount by each *Estimated Individual Damage Amount* to determine that *Tipped Employee’s* “*Estimated Settlement Payment*.”

- (6) Fifty Percent (50%) of each *Tipped Employee's Estimated Settlement Payment* will represent the *Tipped Employee's Estimated Class Payment*, and the remaining fifty percent (50%) will represent the *Tipped Employee's Estimated FLSA Collective Payment*.
 - (7) The *Class Notice* shall inform Tipped Employees that they do not need to take any action in order to automatically receive 50% of their *Estimated Settlement Payment*, provided they remain members of the *PA Class*, and that such payment shall constitute payment for the release of their Pennsylvania state law claims.
 - (8) Thus, for a *Tipped Employee* to receive 100% of their *Estimated Settlement Payment* (less applicable deductions set forth in this *Settlement Agreement*), an individual must opt-into the *FLSA Collective* and not opt-out of the *PA Class*. Based on the individual's submission (or lack thereof) by the *Bar Date*, it shall be deemed the *Tipped Employee's* sole discretion whether they elect to receive only their *FLSA Collective Payment*, their *Class Payment*, or both.
 - (9) Should an individual not wish to fully participate in the *Settlement*, they may elect to receive only their *Class Payment* or *FLSA Collective Payment*. In such circumstances, the payment not claimed will be redistributed to the individuals who are participating in that tranche with the unclaimed funds redistributed to individuals in the applicable tranche on a proportional basis. For example, if an individual elects not to receive their *FLSA Collective Payment* by not submitting a *Claim Form*, the monies allocated to their *FLSA Collective Payment* will be redistributed to members of the *FLSA Collective* on a proportional basis.
 - (10) Upon receipt of the *Notice Packet*, any *Tipped Employee* who wishes to challenge either (i) the calculation of his or her *Estimated Settlement Payment* or (ii) the required deductions set forth within *Defendants'* payroll records (e.g., garnishments, tax liens, child support) must submit a written, signed declaration to the *Claims Administrator* for receipt by the *Claims Administrator* on or before the *Bar Date*, along with documentation (e.g., pay stubs or other records) to support the challenge. The *Claims Administrator* will resolve the challenge and make a final and binding determination without hearing or right of appeal.
- (B) ***Settlement Payment.*** All *Settlement Class Members* will receive money in connection with this *Settlement*. Once the *Settlement* becomes *Final*, the *Claims Administrator* will calculate *Settlement Payments* as follows:
- (1) The *Claims Administrator* will deduct from the *Settlement Amount* the following amounts as awarded or permitted by the *Court*: (i) *Class Counsel's* attorneys' fees and expenses, (ii) the *Service Payment*, if any, to the *Plaintiff*, and (iii) the fees and expenses of the *Claims Administrator*.

The resulting number will be referred to as the “*Net Settlement Amount*.”

- (2) For each *Settlement Class Member*, the *Claims Administrator* will total the amount of tip credit taken by *Defendants* for all hours worked as a *Tipped Employee* during the *Class Period*. The *Claims Administrator* will then add the total amounts owed for all hours worked for each *Settlement Class Member* as a *Tipped Employee*. This number will be referred to as the “*Individual Damage Amount*.”
- (3) The *Individual Damage Amount* for all *Settlement Class Members* will then be added together by the *Claims Administrator* to determine the “*Settlement Class Members’ Total Damages Amount*.”
- (4) The *Net Settlement Amount* will be divided by the *Settlement Class Members’ Total Damages Amount*.
- (5) The resulting fractional amount will then be multiplied by an *Individual Damage Amount* to determine that *Settlement Class member’s* “*Gross Settlement Payment*.”
- (6) For *Settlement Class Members* who are *PA Class* **and** *FLSA Collective* members, the individual’s *Settlement Payment* equals their *Gross Settlement Payment*. For those *PA Class* members who are **not** also *FLSA Collective* members, the individual’s *Settlement Payment* is equal to 50% of their *Gross Settlement Payment* (“*Class Payment*”). For those *FLSA Collective* members who are **not** also *PA Class* members, the individual’s *Settlement Payment* is equal to 50% of their *Gross Settlement Payment*.
- (7) In such circumstances where individuals elected not to receive 100% of their *Gross Settlement Payment*, the payment not claimed will be redistributed to the individuals who are participating in that tranche with the unclaimed funds redistributed to individuals in the applicable tranche on a proportional basis. For example, if an individual elects not to receive their *FLSA Collective Payment* by not submitting a *Claim Form*, the monies allocated to their *FLSA Collective Payment* will be redistributed to members of the *FLSA Collective* on a proportional basis.
- (8) The *Claims Administrator* shall use its best efforts to redistribute unclaimed funds on a proportionate basis outlined above. However, to the extent necessary, it is permitted to use estimates and round amounts to the nearest penny provided such efforts are done for the entire tranche at issue.
- (9) To avoid a windfall to any individual *Settlement Class* member, no individual’s *Settlement Class member’s* individual *Settlement Payment* will be higher than five times that individual’s *Estimated Settlement Payment*. Should any *Settlement Class member’s* *Settlement Payment* be higher than five times his or her *Estimated Settlement Payment*, such amount will be

reduced accordingly and with such reduction subject redistribution to the other *Settlement Class* members. If all Claimants are subject to the above cap, then any reduction shall be subject to a Court-approved *Cy Pres Distribution*.

- (C) For purposes of performing the calculations set forth above, the *Claims Administrator* will rely on the hours recorded in *Defendants' Payroll Data* when determining the total *Work Hours* for *Settlement Class* members. Further, the *Claims Administrator* will also rely on tip credit claimed, as recorded in *Defendants' Payroll Data*, when performing the calculations set forth above. If an individual contests the amount of hours worked in the *Payroll Data*, the *Claims Administrator* shall use the hours worked as reflected in *Defendants'* timekeeping system or as demonstrated by that individual, should the hours in the *Payroll Data* be contested.
- (D) *Plaintiff, Plaintiff's Counsel, Defendants, and Defendants' Counsel* will have no responsibility for, or liability arising from, the *Claims Administrator's* calculations of the distribution of the *Settlement Amount* including, without limitation, the calculation of an individual *Settlement Class* member's *Settlement Payment*.
- (E) *Plaintiff* is a member of the *PA Class* and the *FLSA Collective* by operation of this *Settlement Agreement*. *Plaintiff's Settlement Payment* will be calculated in accordance with the formula set forth above. *Plaintiff* need not take any further action to receive her payments as member of the *PA Class* and *FLSA Collective*.
- (F) Three days before the *Final Approval Hearing*, the *Claims Administrator* will certify jointly to *Class Counsel* and *Defendants' Counsel* a list of all *Settlement Class* members, indicating for each member of the *Settlement Class* the total *Settlement Payment* due to that individual pursuant to this *Settlement Agreement*. The *Claims Administrator* will also indicate whether any challenges to a *Settlement Class* member's *Settlement Payment* have been received and, if so, the status of the challenge(s).

4.8 Class Notice.

- (A) The *Claims Administrator* will disseminate the *Class Notice* by the following means: mail and email, to the extent *Defendants* possess email addresses for *Tipped Employees*. The *Claims Administrator* will mail the *Notice Packet* via First Class Mail to each *Tipped Employee* within fourteen (14) calendar days after the *Class Administrator* receives the class list and the data required to perform the preliminary calculations. The *Claims Administrator* will (among other things) provide estimated settlement payment amounts in the *Class Notice*, and, if the *Claims Administrator* so determines, establish a secure portal by which *Tipped Employees* can complete and submit their *Claim Form* (to facilitate return of *Claim Forms*). The *Claims Administrator* shall notify *Plaintiff's Counsel* and *Defense Counsel* the date the *Class Notice* is mailed.

- (B) Before mailing, the *Claims Administrator* will attempt to confirm the accuracy of the addresses of each *Tipped Employee* through the United States Post Office's National Change of Address ("NCOA") database. If a *Notice Packet* is returned as undeliverable, the *Claims Administrator* will perform one skip trace and resend by First Class United States Mail the *Court*-approved *Class Notice* once only to those *Tipped Employees* for whom it obtains more recent addresses.
- (C) Within three days after the *Claims Administrator* effectuates mailing of the *Notice Packet*, the *Claims Administrator* will also email a copy of the *Class Notice* to any *Tipped Employee* for which *Defendants* provided that *Tipped Employee's* last known email address. The email shall also include a statement that the full *Notice Packet* has been mailed to the individual's last known address and, if the *Claims Administrator* so determines, a link to the portal to complete and submit their *Claim Form*.
- (D) Within three days after the *Claims Administrator* effectuates mailing of the *Notice Packet*, *Defendants* shall post a copy of the *Store Notice*. Such posting shall remain in effect until the *Bar Date*. The Parties acknowledge and agree that this posting shall be in the "Hot Schedules" online program wherein putative *Settlement Class Members* receive, *inter alia*, their work schedule.
- (E) The *Claims Administrator* shall, where appropriate, send a reminder postcard or reminder email fifteen (15) days prior to the *Bar Date* to any individual who has not submitted a *Claim Form* advising them of the forthcoming *Bar Date*.
- (F) The *Claims Administrator* will mail a *Court*-approved *Class Notice* to any *Tipped Employee* who contacts the *Claims Administrator* during the time period between the initial mailing of the *Class Notice* and the *Bar Date* and requests that a *Class Notice* be re-mailed. During the *Notice Period*, no other communications will be sent by either *Party* to *Tipped Employees*. *Class Counsel* may nevertheless communicate with *Plaintiff* and respond to inquiries they receive from *Tipped Employees* during the *Notice Period*. However, *Class Counsel* shall not initiate contact with *Tipped Employees*, except as required to carry out the terms of the Settlement or to fulfill their ethical obligations. *Defendants* may nevertheless communicate with their current employees in response to inquiries regarding any matter, excluding the *Action*, the *Settlement*, or this *Settlement Agreement*. For any inquiry regarding the *Action*, the *Settlement*, and/or the *Settlement Agreement*, *Defendants* shall advise that *Tipped Employee* to contact *Class Counsel* as directed in the *Class Notice*.
- (G) Upon mailing of the *Notice Packet*, the *Claims Administrator* shall establish a settlement website (or a link on their existing website), with password protection necessary to access the link, to assist in providing *Tipped Employees* with information regarding the *Settlement*. Such website may include (i) the *Complaint*; (ii) the *Settlement Agreement*; (iii) a copy of the *Class Notice*; (iv) any orders entered by the *Court* regarding the *Settlement*; and (v) a list of frequently asked questions and their corresponding answers that is mutually agreed upon by the *Parties*. Such

website will be taken down within ten (10) days of the *Settlement* becoming *Final*.

- (H) The *Claims Administrator* will provide to *Defendants' Counsel* and *Class Counsel* at least once every three weeks, a report concerning any objections raised by any *Tipped Employees*, the number of *Claim Forms* submitted to date, and the number of *Request for Exclusions* submitted to date. Further, fourteen (14) days before the *Final Approval Hearing*, the *Claims Administrator* will provide *Defendants' Counsel* and *Class Counsel* with a cumulative report detailing any objections received from *Tipped Employees*.

4.9 Objections. Only *Settlement Class* members may object to the Settlement. To object to the *Settlement*, the individual must send a written objection to the *Claims Administrator* no later than the *Bar Date*. The objection must set forth, in clear and concise terms, the legal and factual arguments supporting the objection. Members of the *Settlement Class* who wish to object and be represented by counsel will do so at their own expense. No *Settlement Class* member will have any claim to any part of the *Settlement Amount* based, in whole or in part, on their retention of outside counsel. Should the *Claims Administrator* receive any objection, it will promptly notify *Defendants' Counsel* and *Class Counsel* and will provide each with the contact information for the objecting *Settlement Class* member.

4.10 Opt-Out/Request for Exclusion.

- (A) For a *Tipped Employee* to exclude himself or herself from the Settlement (“opting-out”), he or she must write and submit a *Request for Exclusion*. The *Parties* stipulate and agree that the following shall also constitute a valid *Request for Exclusion*: If a *PA Class* member writes the *Claims Administrator* a letter that states: “I request to be excluded from the settlement in *Diamond v. Surefire Management, LLC, et al.*, Civil Action No. 2:25-cv-00190-PLD, (W.D. Pa.). I affirm that I was employed by Defendants as a Tipped Employee on one or more days between February 7, 2022 and February 7, 2025 at one of Defendants’ Restaurants.” The *PA Class* member who wishes to opt-out must also include his or her full name, address, and telephone number. *PA Class* members *may not* exclude themselves by telephone, fax, or email.
- (B) All *Requests for Exclusion* must be submitted by the *Bar Date*.
- (C) The date of submission is deemed to be the earlier of (i) the date the form is deposited in the U.S. Mail, postage pre-paid, as evidenced by the postmark; or (ii) the date the form is received by the *Claims Administrator*.
- (D) Any *PA Class Member* who submits a timely and valid *Request for Exclusion* will not (i) be bound by any orders or judgments entered in this *Litigation*; (ii) be entitled to benefits or relief under this *Settlement Agreement*; (iii) gain any rights by virtue of this *Settlement Agreement*; (iv) be bound by any releases contained in this *Settlement Agreement*; or (v) be entitled to object to the *Settlement* or appeal from any order of this *Court*.

- (E) Upon receipt of a *Request for Exclusion*, the *Claims Administrator* will notify *Class Counsel* and *Defendants' Counsel* and will provide *Class Counsel* with such individual's last known telephone number.
- (F) If a fully completed and properly executed *Request for Exclusion* is not received by the *Claims Administrator* from a *PA Class* member by the *Bar Date*, then that *PA Class* member will be deemed to have forever waived his or her right to opt-out of the *PA Class*.
- (G) If a fully completed and properly executed *Claim Form* is not received by the *Claims Administrator* from a *Tipped Employee* by the *Bar Date*, then that individual will be deemed to have forever waived his or her right to opt-into the *FLSA Collective*.
- (H) If a *Tipped Employee* submits both a timely *Claim Form* and a timely *Request for Exclusion*, the *Claims Administrator* will promptly notify and send copies of the *Claim Form* and the *Request for Exclusion* to both *Class Counsel* and *Defendants' Counsel* and will provide *Class Counsel* with such individual's last known telephone number. The *Claims Administrator* will attempt to contact that individual to ascertain his or her intent. If those efforts are unsuccessful, both documents will control and the individual will be deemed only a member of the *FLSA Collective*.

4.11 Final Approval.

- (A) *Plaintiff* will file a motion seeking final approval of the *Settlement* ("*Final Approval Motion*") with the *Court* in accordance with the *Court's* scheduling order. In the *Final Approval Motion*, *Plaintiff* will request that the *Court* determine, at or after the *Final Approval Hearing* (a) whether to enter a *Final Approval Order*, substantially in the form attached as Exhibit E, granting final approval of the *Settlement*, dismissing the *Action* with prejudice and entering judgment pursuant to Federal Rule of Civil Procedure 54(b); (b) whether the distribution of the *Settlement Amount* set forth in this *Settlement Agreement* should be approved or modified; (c) the amount of legal fees and expenses to be awarded to *Class Counsel* as contemplated by Section of this *Settlement Agreement*; and (d) the amount of *Service Payment*, if any, to be awarded to the *Plaintiff*.
- (B) The *Final Approval Motion* will ask the *Court* to (a) approve this *Settlement Agreement*; (b) certify the *PA Class* and the *FLSA Collective* exclusively and solely for settlement purposes; and (c) approve and enforce the *Released Claims* as set forth in Section 5 of this *Settlement Agreement*.
- (C) At the *Final Approval Hearing*, *Plaintiff* and *Defendants* will request that the *Court* overrule any Objections to the *Settlement* by any *Settlement Class* members and find that the *Settlement* is fair, reasonable and adequate, and enter the *Final Approval Order*.

- (D) The *Parties* agree to support entry of the *Final Approval Order*, including supporting the *Settlement* through any *Review Proceeding*. *Defendants* will not take any position with respect to *Class Counsel's* fee and expense request or *Plaintiff's Service Payment*, so long as disposition of those matters is substantially in accordance with the provisions of this *Settlement Agreement*. The *Parties* otherwise covenant and agree to reasonably cooperate with one another and to take all actions reasonably necessary to effectuate the *Settlement Agreement* and to obtain a *Final Approval Order*.

4.12 Distribution of *Settlement Payments* to *Settlement Class Members*.

- (A) By the deadlines set forth in Section 3.5, *Defendants* will provide the *Claims Administrator* with the *Settlement Amount*.
- (B) The *Claims Administrator* will mail *Settlement Payments* to the last known address of *Settlement Class* members within fifteen (15) calendar days of receiving the *Settlement Amount*.
- (C) The *Parties* agree that each *Settlement Payment* to be issued to each *Settlement Class* member will be accounted for as follows: (i) fifty percent (50%) will be allocated to the claims asserted in the *Action* for which the individual is a participant (e.g., *PA Class* and/or *FLSA Collective*) for alleged unpaid wages and other alleged wage-related claims, and (ii) fifty percent (50%) will be allocated to the claims asserted in the *Action* for alleged liquidated damages, penalties, interest, and other relief. Each check sent to a *Settlement Class* member will clearly identify the amounts designated as either unpaid wages or liquidated damages/other relief.
- (1) The portion of each *Settlement Payment* allocated to claims for alleged unpaid wages and other alleged wage-related damages will be subject to all required employee payroll taxes and deductions (e.g., federal income taxes, state income taxes, employee's share of FICA taxes, and other state-specific statutory deductions) and other required deductions set forth within *Defendants'* payroll records (e.g., garnishments, tax liens, child support).
- (2) The portion of each *Settlement Payment* allocated to alleged liquidated damages and other relief will be characterized as non-wage income to the recipient and shall not be subject to any withholdings. The *Claims Administrator* will report the wage parts to each *Settlement Class* member on an IRS Form W-2 and the non-wage part on an IRS Form 1099.
- (3) The *Claims Administrator* will be responsible for issuing the settlement checks, less required withholdings and deductions, to each *Settlement Class* member and mailing the *Settlement Checks*, W-2s and 1099s to the *Settlement Class* members.

- (D) The back of each check distributed to *Settlement Class* members will state that “the check must be cashed within one-hundred eighty days (180) days or it will become void.”
- (1) If any *Settlement Check* is not cashed within the one-hundred eighty (180) day period, that *Settlement Check* will be voided, and the *Claims Administrator* will place a stop-payment on the check. *Settlement Class* members with such voided checks will have irrevocably waived any right in or claim to a *Settlement Payment*, but the *Settlement Agreement* and all releases relating to their Released Claims will nevertheless be binding upon them. Any unclaimed funds resulting from such voided Settlement Checks shall be part of the *Cy Pres Distribution*.
- (E) Neither *Defendants*, *Defendants’ Counsel*, *Plaintiff’s Counsel*, *Plaintiff*, nor the *Claims Administrator* will have any liability for lost or stolen checks, for forged signatures on checks, or for unauthorized negotiation of any checks funded by any portion of the *Settlement Amount*.
- (F) Without limiting the foregoing, if a *Settlement Class* member notifies the *Claims Administrator* that he or she believes that his or her *Settlement Check* has been lost or stolen, the *Claims Administrator* will immediately notify counsel for the *Parties* and stop payment on any such check.
- (1) If the *Settlement Check* in question has not been negotiated before the stop payment order, the *Claims Administrator* will issue a replacement check, from which the fees, if any, associated with the stop payment order will first be deducted. The *Settlement Class* member will have an additional thirty (30) calendar days to negotiate the re-issued check from the date of re-mailing.
- (2) If any *Settlement Check* is not cashed in that period of time, that *Settlement Check* will be voided. The funds from said *Settlement Check* will be considered part of the *Cy Pres Distribution*.
- (G) In addition to the *Settlement Amount*, *Defendants* will be responsible for any and all applicable employer tax contributions associated with wage payments, including but not limited to *Defendants’* share of the FICA and FUTA taxes, with respect to the amounts treated as wages. The *Claims Administrator* will calculate the employer share of taxes and provide *Defendants* with the total employer tax contributions. *Defendants* will deposit with the *Claims Administrator* the calculated employer tax contributions before the mailing of the *Settlement Payments* to *Settlement Class* members.
- (H) *Plaintiff*, *Defendants*, *Plaintiff’s Counsel*, and *Defendants’ Counsel* do not intend this *Settlement Agreement* to constitute legal advice relating to the tax liability of any *Settlement Class* member. To the extent that this *Settlement Agreement*, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used,

and cannot be used, by any person for the purpose of avoiding any tax liability or penalties. Further, *Plaintiff, Defendants, Plaintiff's Counsel, and Defendants' Counsel* have not provided nor will provide any *Settlement Class* member with any advice regarding the tax consequences of this *Settlement Agreement*.

4.13 *Cy Pres Distribution.* If any portion of the *Settlement Amount* becomes, by operation of this *Settlement Agreement*, subject to a *Cy Pres Distribution*, the *Claims Administrator* shall distribute said funds as follows:

- (A) If the unclaimed funds totals less than Thirty Thousand Dollars (\$30,000.00), such amount shall be provided to a *cy pres* chosen by the *Court* based upon a joint submission by the *Parties*. The *Parties* jointly propose the Greater Pittsburgh Community Food Bank as the *cy pres* recipient. The *Parties* shall seek to have the *Court* identify a *cy pres* recipient in the *Final Approval Order*.
- (B) If the unclaimed funds are Thirty Thousand Dollars (\$30,000.00) or more, such amount shall be divided equally amongst those *Settlement Class Members* who cashed their *Settlement Checks* (and therefore did not contribute to the unclaimed funds) after the *Claims Administrator* deducts all necessary fees and expenses for said second disbursement. Such checks shall be identified as "Supplemental Payment" and shall be treated as non-wages with the *Claims Administrator* providing an IRS Form 1099 for such payment. The Supplemental Payment checks will state that "the check must be cashed within ninety days (90) days or it will become void." The *Parties* will notify the *Court* if a distribution is made pursuant to this paragraph. After the void date on the Supplemental Payment checks expires, should there be any unclaimed funds resulting from this second distribution, such amount shall be provided to the *cy pres* recipient set forth in the *Final Approval Order*.
- (C) In seeking entry of the *Final Approval Order*, the *Parties* agree that their proposed *cy pres* recipient shall be one or more of the following: (i) legal aid to low-income citizens of the Commonwealth of Pennsylvania, (ii) support to restaurant-industry workers, or (iii) food pantry to low-income Pennsylvanians.

4.14 *Fees and Expenses Borne By Defendants.* *Defendants* will bear sole responsibility for *Defendants' Counsel's* fees, expenses, and costs, as well as the fees, expenses, and costs of any other counsel who represented them in this *Action*. Further, *Defendants* will bear sole responsibility for all fees and costs associated with their performance of terms under this *Settlement Agreement*, as well as all fees and costs associated with dissemination of any notice required by *CAFA* if *Defendants* deem such notice necessary. In addition, *Defendants* will bear sole responsibility for the payment of the employer's portion of payroll taxes regarding the part of the *Settlement Payments* attributable to wages. Should this *Settlement* become *Final*, under no circumstances whatsoever shall any portion of the *Settlement Amount* revert to *Defendants*.

4.15 *Class Counsel's Fees and Costs.*

- (A) *Class Counsel* may make an application to the *Court* for an award of their fees in an amount not to exceed one-third of the *Settlement Amount*, plus reasonable expenses as awarded by the *Court*. Such application will be filed in connection with the *Plaintiff's Final Approval Motion*.
- (B) So long as *Class Counsel's* application for fees and expenses conforms to the terms of the paragraph 4.14(A), *Defendants* shall not object, oppose, or otherwise comment on *Class Counsel's* fee application. If called upon by the *Court*, *Defendants* shall explain that they take no position on *Class Counsel's* request.
- (C) If the *Court* rules that any amount requested by *Class Counsel* for attorneys' fees, expenses or costs is excessive and reduces the same, only the reduced amount will be deemed to be *Plaintiff's Counsel's* fees and costs for purposes of this *Settlement Agreement*. Any amounts not awarded by the *Court* shall be redistributed among *Settlement Class* members as part of the *Net Settlement Amount*. Under no circumstances shall any portion of the *Settlement Payment* return to *Defendants* if the *Settlement* becomes *Final*. This *Settlement Agreement* is not conditioned on the *Court* granting *Class Counsel's* motion for fees, expenses, and costs. In the event the *Court* denies or reduces *Class Counsel's* motion for fees, expenses, and costs, the remainder of this *Settlement Agreement* will remain in effect.
- (D) As soon as practicable after receiving the *Settlement Amount*, the *Claims Administrator* will wire transfer the amount representing *Plaintiff's Counsel's* attorneys' fees and expenses approved by the *Court* to *Class Counsel*.
- (E) Before any payment of any amount designated as *Plaintiff's Counsel's* fees and costs, *Class Counsel* will provide the *Claims Administrator* with all information necessary to effectuate such payments (e.g., a fully executed IRS Form W-9). *Class Counsel* will be issued an IRS Form 1099 for their award of *Plaintiff's Counsel's* fees and costs.
- (F) Payment of *Class Counsel's* fees and costs as set forth in this *Settlement Agreement* and the *Court's Final Approval Order* will constitute full and final satisfaction of any and all obligations by *Defendants* to pay any person, attorney or law firm (including but not limited to *Plaintiff's Counsel*) for attorneys' fees, expenses or costs incurred on behalf of the *Settlement Class* and will relieve the *Released Persons* of any other claims or liability to any person for any attorneys' fees, expenses, and costs to which any person may claim to be entitled on behalf of the *Settlement Class* for this *Action*. *Defendants* will have no additional liability to *Plaintiff's Counsel* for fees and costs, including without limitation, administrative costs, expert fees and costs, or attorneys' fees and costs.

4.16 *Service Payment.*

- (A) *Class Counsel* may also make an application to the *Court* for a one-time *Service Payment* award to *Plaintiff*, in recognition of the work and services Ms. Diamond contributed to the case including, but not limited to, meetings with *Plaintiff's Counsel*, assumption of risks, serving as a class representative, and related activities (including assisting with *Class Counsel's* investigation, the drafting of the complaint, and attending the first mediation and participating telephonically in the second mediation). The *Service Payment* will not exceed Seven Thousand Five Hundred Dollars (\$7,500.00). The final amount of the *Service Payment* will be determined by the *Court*. Any amount not awarded by the *Court* shall be redistributed among *Settlement Class* members as part of the *Net Settlement Amount*.
- (B) So long as *Plaintiff's* request for a *Service Payment* conforms to the terms of paragraph 4.15(A), Defendants shall not object, oppose, or otherwise comment on *Plaintiff's* request. If called upon by the *Court*, *Defendants* shall explain that they take no position on *Plaintiff's* request.
- (C) The awarding of any *Service Payment* in any amount shall not otherwise impact the *Settlement*, which shall still be effectuated.
- (D) The *Claims Administrator* will make the *Service Payment* to *Plaintiff* in the amount approved by the *Court* within the same time period for distributing *Settlement Payment* amounts to the *Settlement Class* members.
- (E) The *Service Payment* will be treated as non-wage income, and the *Claims Administrator* will issue a Form 1099 to *Plaintiff* reflecting the value of the payment.

5. **RELEASE OF CLAIMS; ASSIGNMENT.**

5.1 **Release of Claims.**

- (A) Effective as of the *Final Effective Date*, the *Releasing Persons* will be deemed to forever and fully release and discharge *Defendants* and release and hold harmless the *Released Persons*, as follows (collectively "Released Claims"):
 - (1) *PA Class* members shall release *Released Persons* from any and all Pennsylvania wage-related claims relating to their employment at the *Restaurants* from February 7, 2022 through February 7, 2025, including, but not limited to any claims pursuant to the PMWA and the WPCL that such class member has, had, might have or might have had against any of the *Released Persons* relating to their employment at the *Restaurants* that in any way related to any of the facts that were alleged or that could have been alleged in the *Complaint*, asserted in the *Action*, by reason of the negotiations leading to this *Settlement*, or effectuation of this *Settlement*,

even if presently unknown or un-asserted. (the “*PA Released Claims*”).

(2) *FLSA Collective* members release *Released Persons* from any and all federal wage-related claims relating to their employment at the *Restaurants* from February 7, 2022 through February 7, 2025, including but not limited to any claims pursuant to the FLSA that such individual has, had, might have or might have had against any of the *Released Persons* relating to their employment at the *Restaurants* that in any way related to any of the facts or claims that were alleged or that could have been alleged in the *Complaint*, asserted in the *Action*, by reason of the negotiations leading to this Settlement, or effectuation of this Settlement, even if presently unknown or un-asserted. (the “*FLSA Released Claims*”).

(B) The *Parties* acknowledge and agree that the releases and covenants set forth in Section 5.1(A) are only coextensive with the monetary relief provided. Thus, for example, if an individual is only a *FLSA Collective* member, their release and covenants only apply to their FLSA claims. The *Parties* further acknowledge and agree that the releases and covenants set forth in Section 5.1 are only coextensive with the hours worked at a tipped rate as set forth in the *Payroll Data*, unless an augmentation is made pursuant to Section 4.6(A).

5.2 All members of the *Settlement Class* will be bound by the terms and conditions of this *Settlement Agreement*, the *Final Approval Order*, the judgment, and the releases set forth herein.

(A) Any *Tipped Employee* who submits a timely and valid *Request for Exclusion* will not on behalf of themselves or the *PA Class* (i) be bound by any orders or judgments entered into this *Action* regarding the *PA Class*; (ii) be entitled to any benefits or relief provided or conferred to the *PA Class* under this *Settlement Agreement*; (iii) gain any rights provided or conferred to the *PA Class* by virtue of this *Settlement Agreement*; or (iv) be entitled to object to the *Settlement* or appeal any order of this *Court* as they pertain to the *PA Class*.

(B) Any *Tipped Employee* who fails to submit a timely and valid *Claim Form* will not on behalf of themselves or the *FLSA Collective* (i) be bound by any orders or judgments entered into this *Action* regarding the *FLSA Collective*; (ii) be entitled to any benefits or relief provided or conferred to the *FLSA Collective* under this *Settlement Agreement*; (iii) gain any rights provided or conferred to the *FLSA Collective* by virtue of this *Settlement Agreement*; or (iv) be entitled to object to the *Settlement* or appeal any order of this *Court* as they pertain to the *FLSA Collective*.

5.3 ***Defendants’ Releases.*** Upon the *Final Effective Date*, *Defendants* will conclusively, absolutely, unconditionally, irrevocably, and forever release and discharge *Plaintiff* and *Plaintiff’s Counsel* (“*Defendants’ Released Persons*”) from any and all claims, counterclaims, crossclaims, complaints, charges, demands, actions, causes of action, judgments, debts, expenses, losses, liabilities, and obligations, including attorneys’ fees, expenses and costs, arising from or related to the prosecution and/or resolution of the

Action (“*Defendants’ Released Claims*”).

5.4 Scope of Releases. The release and discharge set forth in Section 5 will not include the release or discharge of any rights or duties of the *Parties* arising out of this *Settlement Agreement*, including the express warranties and covenants contained herein.

5.5 No Assignment. *Plaintiff* represents and warrants that she has not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any part thereof or interest therein, including, but not limited to, any interest in the *Action*, or any related action.

6. NON-ADMISSION OF LIABILITY.

6.1 *Defendants* deny all of the allegations made by *Plaintiff* and deny that they are liable or owe damages to anyone with respect to the alleged facts or causes of action asserted in the *Action*. By entering into this *Settlement Agreement*, *Defendants* in no way admit any violation of law or any liability whatsoever.

6.2 Likewise, by entering into this *Settlement Agreement*, *Defendants* in no way admit to the suitability of this case for class or collective action litigation other than for purposes of settlement. Settlement of the *Action*, negotiation and execution of this *Settlement Agreement*, and all acts performed or documents executed pursuant to or in furtherance of this *Settlement Agreement* or the *Settlement* (a) are not evidence of any wrongdoing or liability on the part of *Defendants* or of the truth of any of the factual allegations in the *Complaint* filed in the *Action*; (b) are not an admission or evidence of fault or omission on the part of *Defendants* in any civil, criminal, administrative or arbitral proceeding; and (c) are not an admission or evidence of the appropriateness of these or similar claims for class certification or administration or collective action treatment other than for purposes of administering this *Settlement Agreement*.

7. TERMINATION.

7.1 Grounds for Settlement Termination. Any *Party* may terminate the *Settlement Agreement* if the *Court* declines to enter the *Final Approval Order* or judgment substantially in the form submitted by the *Parties*, or if a *Court of Appeals* reverses the entry of a *Final Approval Order* or judgment. Additionally, the following events are also grounds for termination:

(A) *Plaintiff* may terminate this *Settlement Agreement* should the *Claims Administrator* determine that there is a material deviation in the *Total Hours* pursuant to Section 4.5 that *Defendants* are not willing to cure.

(B) Either *Party* may terminate this *Settlement Agreement* should a material condition set forth in Section 3 not be met or waived by the other *Party*, provided that any *Party* who wishes to terminate pursuant to this provision must give the other *Party* written notice and a ten (10) day opportunity to cure the material condition, if

applicable.

- (C) In the event that *Defendants* declare bankruptcy prior to disbursement of the *Settlement Amount* to the *Settlement Class* members and any bankruptcy trustee seizes any portion of the *Settlement Amount* and such seizure remains uncured for thirty (30) or more days after such seizure, any releases granted by the *Releasing Parties* shall be void irrespective of whether *Plaintiff* has exercised her right to terminate.
- (D) *Defendants* may terminate this *Settlement Agreement* if more than ten percent (10%) of the *PA Class* members opt-out of this *Settlement* by filing timely *Requests for Exclusion*.

7.2 Procedures for Termination. To terminate this *Settlement Agreement* as specified above, the terminating *Party* will give written notice to the other *Party* no later than fourteen (14) calendar days after the terminating *Party* learns that the applicable ground for termination has been satisfied.

7.3 Effect of Termination.

- (A) Should this *Settlement Agreement* be terminated pursuant to Section 7, this *Settlement Agreement* will not be offered, received, or construed as an admission of any kind as to liability, damages, whether any class or collective is certifiable, or in any other matter by any *Party*. Neither the *Settlement Agreement*, any motions filed, settlement proposals exchanged by the *Parties*, nor Orders entered pursuant to the *Settlement Agreement*, will constitute an admission, finding or evidence that any requirement for representative litigation or certification as a class or collective action has been satisfied in this *Action* or any other action, except for the limited settlement purposes pursuant to the terms of the *Settlement Agreement*.
- (B) If this *Settlement Agreement* is canceled, rescinded, terminated, voided, or nullified, or the settlement of the *Action* is barred by operation of law, is invalidated, is not approved or otherwise is ordered not to be carried out by any court of competent jurisdiction:
 - (1) the *Settlement Agreement* will have no force or effect, and no *Party* will be bound by any of its terms with respect to the terminating *Parties*;
 - (2) *Defendants* will have no obligation to make any payments to *Plaintiff*, any *Settlement Class* member, or *Class Counsel*, except that *Defendants* will be responsible for paying the *Claims Administrator's* fees and expenses for services rendered up to the date the *Claims Administrator* is notified that the *Settlement* has been terminated; and
 - (3) any settlement class certified by the *Court* will be deemed decertified should the *Settlement Agreement* be terminated, and *Defendants* will retain the right to challenge the certification of any class proposed by *Plaintiff*.

8. **MISCELLANEOUS.**

8.1 **Parties' Authority.**

- (A) The signatories hereby represent that they are fully authorized to enter into this *Settlement Agreement* and bind the *Parties* hereto to the terms and conditions hereof.
- (B) The entity or individual signing this *Settlement Agreement* on behalf of *Defendants* represents and warrants that they have authority to sign on behalf of all *Defendants* and, accordingly bind all *Defendants* to this *Settlement Agreement*.
- (C) The *Class Notice* will advise all *Settlement Class* members of the binding nature of the release, and that the release will have the same force and effect upon members of the *Settlement Class* as if the *Settlement Agreement* were executed by each member of the *Settlement Class*.

8.2 **Advice of Counsel.** In entering into this *Settlement Agreement*, each *Party* represents and warrants that they have relied upon the advice of their attorneys, that they have completely read the terms of this *Settlement Agreement*, and that the terms of this *Settlement* have been explained to them by their attorneys. Each *Party* further represents and warrants that it fully understands and voluntarily accepts the terms of the *Settlement*.

8.3 **Admissibility.** This *Settlement Agreement* will be inadmissible as evidence in any proceeding, except as necessary to approve, interpret, or enforce this *Settlement Agreement*.

8.4 **Severability.** If any court with original or appellate jurisdiction over this *Action* issues a *Final* determination that any part of this *Settlement Agreement* is not enforceable, the *Parties* may (but will not be required to) jointly agree in writing to modify this *Settlement Agreement* to conform with such determination.

8.5 **Notices.** Any notice, demand or other communication under this *Settlement Agreement* (other than the *Class Notice* or other notices given at the direction of the *Court*) will be in writing and will be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and personally delivered, sent by registered or certified mail (postage prepaid) or delivered by reputable express overnight courier, with a copy by email.

IF TO *PLAINTIFF* OR THE *SETTLEMENT CLASS*:

LYNCH CARPENTER, LLP
Gerald D. Wells, III
Email: jerry@lcllp.com
133 Penn Avenue, 5th Floor, Pittsburgh, PA 15222
Telephone: (267) 344-0991

IF TO *DEFENDANTS*:

DINSMORE & SHOHL, LLP
Michael Mattingly
Email: michael.mattingly@dinsmore.com
255 E. Fifth Street, Suite 1900, Cincinnati, OH 45202
Telephone: (513) 977-8397

- 8.6 Cooperation between the Parties; Further Acts.** The *Parties* will cooperate fully with each other and will use their best efforts to obtain the *Court's* approval of this *Settlement Agreement* and all of its terms. Each of the *Parties*, upon the request of any other party, agrees to perform such further acts and to execute and deliver such other documents as are reasonably necessary to carry out the provisions of this *Settlement Agreement*.
- 8.7 Entire Agreement.** This *Settlement Agreement*, and accompanying exhibits, constitute the entire agreement between the *Parties* with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the *Parties*.
- 8.8 Binding Effect.** This *Settlement Agreement* will be binding upon the *Parties* and, with respect to *Settlement Class* members, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- 8.9 Arm's Length Transaction; Materiality of Terms.** The *Parties* have negotiated all the terms and conditions of this *Settlement Agreement* at arm's length. All terms and conditions of this *Settlement Agreement* in the exact form set forth in this *Settlement Agreement* are material to this *Settlement Agreement* and have been relied upon by the *Parties* in entering into this *Settlement Agreement*.
- 8.10 Captions.** The captions or headings of the sections and paragraphs of this *Settlement Agreement* have been inserted for convenience of reference only and will have no effect upon the construction or interpretation of any part of this *Settlement Agreement*.
- 8.11 Construction.** The determination of the terms and conditions of this *Settlement Agreement* has been by mutual agreement of the *Parties*. Each party participated jointly in the drafting of this *Settlement Agreement*, and therefore the terms and conditions of this *Settlement Agreement* are not intended to be, and will not be, construed against any party by virtue of draftsmanship.
- 8.12 Governing Law.** This *Settlement Agreement* will in all respects be interpreted, enforced and governed by and under the laws of the Commonwealth of Pennsylvania, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law will govern.
- 8.13 Continuing Jurisdiction.** The *Court* will retain jurisdiction over the interpretation and implementation of this *Settlement Agreement* as well as any and all matters arising out of, or related to, the interpretation or implementation of this *Settlement Agreement* and of the settlement contemplated thereby. The *Court* will not have jurisdiction to modify the terms

of the *Settlement Agreement* or to increase *Defendants'* payment obligations hereunder without the *Parties'* express agreement.

8.14 Waivers, Modifications, Amendments to be in Writing. No waiver, modification or amendment of the terms of this *Settlement Agreement*, whether purportedly made before or after the *Court's* approval of this *Settlement Agreement*, will be valid or binding unless in writing, signed by or on behalf of all *Parties* and then only to the extent set forth in such written waiver, modification or amendment, subject to any required *Court* approval. Any failure by any *Party* to insist upon the strict performance by the other party of any of the provisions of this *Settlement Agreement* will not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this *Settlement Agreement*, and such party, notwithstanding such failure, will have the right thereafter to insist upon the specific performance of any and all of the provisions of this *Settlement Agreement*.

8.15 When Agreement Becomes Effective; Counterparts. This *Settlement Agreement* will become effective upon its execution. The *Parties* may execute this *Settlement Agreement* in counterparts, and execution in counterparts will have the same force and effect as if *Plaintiff* and *Defendants* had signed the same instrument.

8.16 Confidentiality; Restrictions on Communications.

- (A) The *Parties* agree that they will not publicize the negotiations with respect to the *Settlement Agreement*. The *Parties* and their respective counsel agree that they will not issue a press release or hold any press conferences or initiate contact with a member of the press, about this case and/or the amount or terms of the *Settlement*, the settlement documents, settlement negotiations or settlement communications. If any of the *Parties* are contacted by the press about the *Settlement*, they will respond only that the case has been resolved.
- (B) The *Parties* further agree that they shall not encourage or solicit *Settlement Class* members to opt-out or object to this *Settlement*.
- (C) Nothing in this *Settlement Agreement* shall prevent counsel for either of the *Parties* from communicating with the *Court* as may be required to carry out the terms of this *Settlement* and/or fulfill their ethical responsibilities under the *Settlement* and to their respective clients.
- (D) Nothing in this *Settlement Agreement* shall prevent *Plaintiff's Counsel* from communicating with *Settlement Class* members as may be required to carry out the terms of this *Settlement* and/or fulfill their ethical responsibilities under the *Settlement* and to their client and/or members of the *Settlement Class* which they represent.
- (E) Nothing in this *Settlement Agreement* shall prohibit *Plaintiff* from disclosing information concerning payments made to her to members of her immediate family and tax advisors. In addition, nothing shall prohibit or restrict *Plaintiff* from responding to any inquiry about this *Settlement* or its underlying facts and

circumstances.

- (F) Nothing in this *Settlement Agreement* shall prevent any of the *Defendants* from disclosing the *Settlement* and its terms for accounting or public filing purposes, or to otherwise comply with any public reporting duties. If, however, prior to the *Final Effective Date*, any of the *Defendants* is contacted by a *Tipped Employee* inquiring as to any aspect of the *Settlement*, *Defendants* shall direct such individual to contact *Class Counsel*. Further, *Defendants* shall not initiate any communication regarding any aspect of this *Settlement* with any *Tipped Employee* prior to the *Final Effective Date*. Other than the foregoing, nothing in this *Settlement Agreement* shall otherwise prohibit or impede any *Defendants'* communication with any current *Tipped Employee* regarding any aspect of their employment.
- (G) Further, nothing in this *Settlement Agreement* will prohibit or restrict such disclosure as is required by law or as may be necessary for the prosecution of claims relating to the performance or enforcement of this *Settlement Agreement*.

8.17 Additional Stipulations.

- (A) *Plaintiff* represents, stipulates and agrees that, as of the date of the execution of this *Settlement Agreement*, she is unaware of any claims she may have against any of the *Defendants* other than those asserted in the *Action*.
- (B) *Defendants* represent, stipulate, and agree that, as of the date of the execution of this *Settlement Agreement*, they are unaware of any claims they may have against *Plaintiff* or *Plaintiff's Counsel* arising out of or relating to the prosecution and/or resolution of the *Action*.

FOR DEFENDANTS:

Dated: 9/15/2025

By: Herky Pollock

Printed Name: Herky Pollock

Title: President

Dated: 9/6/2025

APPROVED AS TO FORM BY
DEFENDANTS' COUNSEL:


Michael Mattingly
DINSMORE & SHOHL LLP

Dated: 9/6/2025

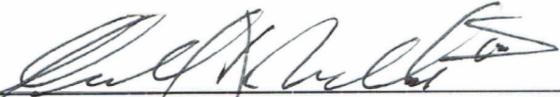
FOR PLAINTIFF:

TIFANI DIAMOND



Dated: 9/15/2025

APPROVED AS TO FORM BY
PLAINTIFF'S COUNSEL:



Gerald D. Wells, III
LYNCH CARPENTER, LLP



Certificate Of Completion

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| Envelope Id: AB8370D1-2B48-4F91-9494-DC8B80949658 | Status: Completed |
| Subject: Joint Stipulation of Settlement and Release Agreement | |
| Source Envelope: | |
| Document Pages: 30 | Signatures: 1 |
| Certificate Pages: 5 | Initials: 0 |
| AutoNav: Enabled | Envelope Originator: |
| Envelopeld Stamping: Enabled | Michelle Lind |
| Time Zone: (UTC-08:00) Pacific Time (US & Canada) | 255 E. Fifth Street |
| | Suite 1900 |
| | Cincinnati, OH 45202 |
| | Michelle.Lind@DINSMORE.COM |
| | IP Address: 134.231.134.136 |

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| Status: Original | Holder: Michelle Lind | Location: DocuSign |
| 9/8/2025 8:30:37 AM | Michelle.Lind@DINSMORE.COM | |

Signer Events

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| Herky Pollock | <i>Herky Pollock</i> | Signature | Timestamp |
| herky@legacyrealtypgh.com | | | Sent: 9/8/2025 8:34:24 AM |
| President | | | Resent: 9/12/2025 5:25:26 AM |
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| | Signature Adoption: Pre-selected Style | | Signed: 9/15/2025 6:13:03 AM |
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Michael B. Mattingly
 michael.mattingly@dinsmore.com
 Security Level: Email, Account Authentication (None)

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Sent: 9/8/2025 8:34:24 AM

Electronic Record and Signature Disclosure:
 Accepted: 3/20/2025 1:10:59 PM
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Witness Events

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Envelope Summary Events

Status

Timestamps

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Security Checked

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Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: andrew.hoyland@dinsmore.com

To advise Dinsmore & Shohl LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at andrew.hoyland@dinsmore.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to andrew.hoyland@dinsmore.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to andrew.hoyland@dinsmore.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify Dinsmore & Shohl LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Dinsmore & Shohl LLP during the course of your relationship with Dinsmore & Shohl LLP.