

AMENDED SETTLEMENT AGREEMENT

This Amended Settlement Agreement is made and effective as of January __, 2022 (the “Agreement Execution Date”) by and among Edward Gorman (“Plaintiff” or “Named Plaintiff”), the Settlement Class, and Defendant Whelan Event Staffing Services, Inc. (“WESS”) (Plaintiff, the Settlement Class, and WESS each are a “Party” and collectively are the “Parties”)¹.

RECITALS

1. On July 1, 2020, Plaintiff initiated a putative class action in the Circuit Court in and for Pinellas County, Florida, captioned *Edward Gorman v. Whelan Event Staffing Services, Inc.*, alleging violations of the Fair Credit Reporting Act (the “Action”, which is further defined below).

2. On September 28, 2020, the Action was removed to the United States District Court for the Middle District of Florida, which was assigned Case No. 8:20-cv-2275-T-36AEP.

3. On October 22, 2020, Plaintiff filed an amended complaint in the United States District Court for the Middle District of Florida. Plaintiff’s amended complaint added DataMaxx Applied Technologies, Inc. d/b/a Redtail Security and Screening (“Redtail”) as a party defendant to the Action.²

4. On November 19, 2020, Defendant filed a motion to dismiss the amended complaint.

5. The Parties participated in written discovery, including the exchange of interrogatories and requests for production. Additionally, the Parties were in the process of scheduling a corporate representative deposition and depositions of several fact witnesses.

6. On May 5, 2021, the Parties attended a full-day mediation session via Zoom with mediator David N. Anthony (the “Mediator”). The Parties were not able to come to an agreement to resolve the case during that mediation. Therefore, the Parties agreed to schedule an additional full-day mediation.

7. On May 28, 2021, the Parties attended a second full-day mediation session with the Mediator. The Parties reached a complete resolution during the May 28 mediation, subject to

¹ The term “WESS” is used herein solely as a matter of drafting convenience. Nothing herein shall be construed as an admission that any entity participated in or is responsible for any of the conduct alleged in this case.

² Plaintiff and Redtail settled their claims and notified the Court of the same via docket entry dated May 13, 2021. Plaintiff and Redtail thereafter submitted a joint stipulation for dismissal with prejudice on June 22, 2021.

Court approval. The Parties executed a mediation agreement that day, all of the terms of which are expressly incorporated and included herein by reference.

8. WESS, denying wrongdoing of any kind whatsoever and denying the allegations in the Action, has agreed to enter into this Agreement to avoid further expense, inconvenience, and the distraction of litigation, and to be completely free of further participation in the Action and any further controversy with respect to the Released Claims.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

I. DEFINITIONS

A. The following terms shall have the meanings set forth below:

1. “Action” means the lawsuit captioned *Edward Gorman v. Whelan Event Staffing Services, Inc. and Datamaxx Applied Technologies, Inc. d/b/a Redtail Security and Screening*, Case No. 8:20-cv-2275-T-36AEP, in the United States District Court for the Middle District of Florida.

2. “Claimant” means a Settlement Class Member who does not submit a timely and valid request for exclusion from the Settlement Class by the Opt-Out Deadline in accordance with the provisions of the Preliminary Approval Order, and submits a timely and valid Claim Form in the form attached hereto as **Exhibit C**.

3. “Claims Deadline” means the deadline by which a Settlement Class Member who wishes to receive Settlement Consideration must submit a properly executed Claim Form, which deadline shall be 60 days after the Notice Date.

4. “Claim Form” means a document in the form attached hereto as **Exhibit C** that must be timely submitted and validly executed by a Settlement Class Member in order for the Settlement Class Member to receive Settlement Consideration.

5. “Class Notice” means the notice of the terms of the proposed Settlement as approved by the Court.

6. “Class Counsel” means the following individuals:

LUIS A. CABASSA
BRANDON HILL
WENZEL FENTON CABASSA, P.A.
1110 North Florida Ave., Suite 300

Tampa, FL 33602
Direct Dial: 813-337-7992
Telephone: 813-224-0431
Facsimile: 813-229-8719
Email: lcabassa@wfclaw.com
bhill@wfclaw.com

Craig C. Marchiando
CONSUMER LITIGATION ASSOCIATES, P.C.
763 J. Clyde Morris Blvd., Suite 1-A
Newport News, VA 23601
Tel. (757) 930-3660
Fax (757) 930-3662
Email: craig@clalegal.com

7. “Complaint” means the Amended Class Action Complaint and Demand for Jury Trial filed on October 22, 2020 in the Action.

8. “WESS’s Counsel” means the following individuals:

Todd S. Aidman, Esq.
Florida Bar No.: 173029
taidman@fordharrison.com
Cullan E. Jones, Esq.
Florida Bar No.: 098615
cjones@fordharrison.com

FORDHARRISON LLP
101 E. Kennedy Blvd., Suite 900
Tampa, FL 33602-5133
Telephone: (813) 261-7800
Facsimile: (813) 261-7899

9. “Class Period” means the time period from July 1, 2018 through the date of Preliminary Approval by the Court.

10. “Effective Date” means the fifth business day after which the last of *all* of the following events and conditions contained in (a) through (e) below have been met or have occurred or have been mutually waived by written agreement of the Parties to this Agreement pursuant to paragraph IX.D below:

- (a) All Parties and their counsel have executed this Agreement;
- (b) The Court has certified the Settlement Class;
- (c) The Court has entered the Preliminary Approval Order;

(d) The Court has entered the Final Approval and Judgment; approving this Agreement, including all Settlement Consideration as set forth in this Agreement, releasing the Released Persons from the Released Claims, and dismissing the Action and all claims asserted therein, with prejudice as to all Settlement Class Members who do not submit a timely and valid request for exclusion from the Settlement Class; and

(e) The time for appeal from the Final Approval and Judgment has expired, or if any appeal of the Final Approval and Judgment is taken, the appeal has been finally determined, including any motions for reconsideration, petitions for rehearing and/or petitions for writ of certiorari, such that the Final Approval and Judgment is not subject to further adjudication or appeal, and the Settlement has been affirmed on appeal or review without material change.

11. “Fairness Hearing” means the hearing at or after which the Court will make a final decision whether to approve this Agreement and the Settlement set forth herein as fair, reasonable, and adequate.

12. “Final Approval and Judgment” means the Order of final approval and judgment entered by the Court.

13. “Notice Date” means the date by which the Settlement Administrator must commence transmitting Class Notice, which date shall be no later than 30 days after entry of the Preliminary Approval Order.

14. “Objection Deadline” means the deadline for any Objection to be postmarked or deposited with the overnight delivery service or hand delivered to the Court and to Class Counsel and WESS’s Counsel, which deadline shall be 60 days after the Notice Date.

15. “Opt-Out Deadline” means the deadline for a Settlement Class Member who wishes to be excluded from the settlement to mail a request for exclusion to the Settlement Administrator, which deadline shall be 60 days after the Notice Date.

16. “Person” means any natural person, individual, corporation, association, partnership, trust, or any other type of legal entity.

17. “Preliminary Approval” shall mean the Court’s entry of an Order (the “Preliminary Approval Order”) substantially in the form of **Exhibit A** attached hereto, approving the timing, content, and manner of the Class Notice, certifying the Settlement Class for settlement purposes, preliminarily approving this Agreement and the terms of the Settlement.

18. “Released Claims“ means and includes any and all claims, damages, rights, demands, actions, causes of action, suits, debts, liens, contracts, liabilities, agreements, costs, expenses, losses, or remedies of whatever kind or nature, whether foreseen or unforeseen, and whether known or unknown, under 15 U.S.C. § 1681b(b)(2), arising from any application for employment or any consumer report or investigative consumer report obtained for employment purposes by Defendant or any of its affiliates, parents, subsidiaries, or related entities during the Class Period. The Released Claims include any right or opportunity to claim, seek, or obtain restitution, disgorgement, injunctive relief, or any other benefit or monetary relief.

19. “Released Persons” means and includes Whelan Event Staffing Services, Inc., and its past and present direct and indirect owners, parents, subsidiaries, affiliates, and divisions; the past and present officers, directors, trustees, beneficiaries, members, shareholders, employees, representatives, partners, direct and indirect owners, parents, subsidiaries, affiliates, divisions, joint venturers, consultants, agents, independent contractors, attorneys, and insurers of all of the foregoing; and the predecessors, successors, assigns, and legal representatives of all of the foregoing.

20. “Releasing Persons” means the Named Plaintiff, each Settlement Class Member who does not submit a timely and valid request for exclusion from the Settlement Class in accordance with the provisions of the Preliminary Approval Order, and each of their respective executors, representatives, heirs, predecessors, assigns, beneficiaries, successors, bankruptcy trustees, guardians, joint tenants, tenants in common, tenants by the entirety, agents, attorneys (including, but not limited to, Class Counsel), and any other representatives.

21. “Settlement” means the settlement into which the Parties have entered to resolve the Action. The terms of the Settlement are as set forth in this Agreement, as may be amended pursuant to its terms.

22. “Settlement Administrator” means American Legal Claims, LLC. If for any reason the Settlement Administrator is unable to fulfill adequately the responsibilities of a settlement administrator, the Parties shall select a different settlement administrator, subject to approval by the Court. The fees and costs of the Settlement Administrator shall be paid from the settlement fund established by Defendant, subject to court approval.

23. “Settlement Class” means all Persons, including Plaintiff, as to whom WESS (including its affiliates) procured a background check, including a consumer report or

investigative consumer report, in conjunction with an application for employment within the Class Period.

24. “Settlement Class Member(s)” or “Member(s)” means any Person who is included within the definition of the Settlement Class.

25. “Settlement Consideration” means the consideration available to Claimants as provided in paragraph III.A below.

26. “Settlement Website” means the website that the Settlement Administrator will use as a means for Settlement Class Members to obtain notice of and information about the Settlement, through and including hyperlinked access to the Preliminary Approval Order, this Agreement and all exhibits hereto, the notices approved by the Court; a toll-free number to call for information; and a portal through which Settlement Class Members may submit Claim Forms.

II. CERTIFICATION OF PLAINTIFF SETTLEMENT CLASS

A. The Parties stipulate to certification of the Settlement Class as defined in paragraph I.A.23 above solely for purposes of effectuating this Settlement; stipulate to the appointment of the Named Plaintiff as representative of the Settlement Class (the “Class Representative”); stipulate for purposes of this settlement that Plaintiff and the putative class members have sufficient standing; and stipulate to the appointment of Class Counsel as counsel for the Settlement Class. The Parties agree to cooperate in the preparation of such moving papers as the Court shall require to effectuate certification of the Settlement Class; provided, however, that no Party shall be obligated to change any term of this Settlement.

B. Certification of the Settlement Class and appointment of the Class Representative and Class Counsel by the Court shall be binding only with respect to the Settlement of the Action. In the event the Effective Date for any reason does not occur, the certification of the Settlement Class and appointment of the Class Representative and Class Counsel shall be vacated, the Parties’ stipulations shall be voided, and the Action shall proceed as though the certification and appointments had never occurred.

C. Upon the Agreement Execution Date, Class Counsel shall move the Court for Preliminary Approval of this Settlement in accordance with the schedule set by the Court.

III. SETTLEMENT RELIEF

In consideration for the release of the Released Claims, the termination and dismissal of the Action, and in full and final settlement of all claims by all Settlement Class Members who do not submit a timely and valid request for exclusion from the Settlement Class by the Opt-Out Deadline in accordance with the provisions of the Preliminary Approval Order, the Parties agree that the Final Approval and Judgment shall order the following relief:

A. Settlement Consideration

Each Settlement Class Member who timely responds to Class Notice by submitting a valid claim, and who does not object to the Settlement or opt out of the Settlement Class, will receive a check for the result of dividing: (1) the amount of \$750,000 gross total remaining after deductions of amounts authorized for attorneys' fees and class administration fees; by (2) the total number of Settlement Class Members. Within 10 business days of the Effective Date, the Settlement Administrator will mail a check to each Claimant. Checks shall be valid for 120 days. Any checks that are not deposited or cashed within 120 days from the issue date will be cancelled, the Claimant will not receive any Settlement Consideration, and WESS will retain the funds represented by the check.

IV. NOTICE TO THE SETTLEMENT CLASS, REQUESTS FOR EXCLUSION, OBJECTIONS, SUBMISSION OF CLAIMS AND ADMINISTRATION OF THE SETTLEMENT

A. Class Notice

1. Subject to the approval of the Court and no later than the Notice Date, the Settlement Administrator shall commence transmitting the Class Notice in substantially the same form as **Exhibit B** through U.S. Mail to the last known address of Settlement Class Members.

2. The Settlement Administrator shall establish a Settlement Website no later than the Notice Date. The Class Notice provided to Settlement Class Members as set forth in paragraph IV.A.1 above shall inform Settlement Class Members of the Settlement Website, on which a notice in substantially the same form as **Exhibit C** shall be posted. The Settlement Website shall set forth Class Member rights and options, settlement and claim deadlines, frequently asked questions, Settlement terms, the Complaint, and a portal for the electronic submission of Claim Forms.

B. Requests for Exclusion

1. A Settlement Class Member who wishes to be excluded from the Settlement Class must mail a written request for exclusion to the Settlement Administrator, which written request must be postmarked no later than the Opt-Out Deadline, and shall clearly include the following: (a) the Settlement Class Member's name; (b) physical address; (c) phone number; (d) the unique identifier that was included on the Class Notice sent to that Settlement Class Member; and (e) all further information as requested by the Settlement Administrator. In addition, the Settlement Class Member requesting exclusion shall include a signed certification containing the following language:

I hereby request to be excluded from the settlement in *Edward Gorman v. Whelan Event Staffing Services, Inc. and Datamaxx Applied Technologies, Inc. d/b/a Redtail Security and Screening*, Case No. 8:20-cv-2275-T-36AEP, and understand that I will not be entitled to receive any proceeds from the settlement.

2. A request for exclusion must contain the Settlement Class Member's personal and original signature or the original signature of a Person previously authorized by law, such as a trustee, guardian or Person acting under a power of attorney, to act on behalf of the Settlement Class Member with respect to a claim or right such as those in the Action (*i.e.*, conformed, reproduced, facsimile, or other non-original signatures are not valid).

3. Any exclusion requests must be submitted individually for each Settlement Class Member and signed by the Person to be excluded. No Person shall purport to exercise any exclusion rights of any other Person, or purport (a) to exclude Settlement Class Members as a group, aggregate, or class involving more than one Settlement Class Member; or (b) exclude more than one Settlement Class Member on a single paper, or as an agent or representative; any such purported exclusion requests shall be void, and the Settlement Class Member(s) that is or are the subject of such purported exclusion shall be treated as a Settlement Class Member and a Releasing Person.

4. Any Settlement Class Member who submits a timely and valid request for exclusion as set forth above shall not be bound by the Settlement or the Final Approval and Judgment.

5. Upon receipt, the Settlement Administrator shall promptly provide copies of each request for exclusion to Class Counsel and WESS's Counsel. No later than 5 days after the

Opt-Out Deadline, the Settlement Administrator shall provide a final report to Class Counsel and WESS's Counsel summarizing the total number of exclusion requests received.

6. At or before the Fairness Hearing, Class Counsel shall file a list reflecting all requests for exclusions.

7. Any Settlement Class Member who does not mail a timely and valid request for exclusion as set forth above shall be automatically included in the Settlement Class and as a Releasing Person, and shall be bound by all the terms and provisions of the Settlement and this Agreement and the Court's subsequent orders and judgments, whether or not such Settlement Class Member received actual notice or objected to the Settlement and whether or not such Settlement Class Member submits a Claim Form or otherwise participates in the Settlement or settlement approval process.

C. Claims Submission

1. To be eligible to receive Settlement Consideration, a Settlement Class Member must submit a timely and valid Claim Form electronically through the Settlement Website, or via U.S. Mail to the Settlement Administrator, that meets the requirements of the Preliminary Approval Order. Settlement Class Members who do not submit a timely and valid Claim Form by the Claims Deadline will not be entitled to receive the Settlement Consideration available to Claimants under paragraph III.A above.

2. The opt-outs, i.e. the Persons who request exclusion from the Settlement Class, will not be entitled to receive the Settlement Consideration available to Claimants under paragraph III.A above even if they submit a timely and otherwise valid Claim Form.

3. The Settlement Administrator shall maintain the Settlement Website through which Settlement Class Members may submit Claim Forms to receive the Settlement Consideration by electronic completion of a Claim Form substantially in the form attached hereto as **Exhibit C**.

4. A Settlement Class Member who wishes to receive Settlement Consideration must submit a timely and validly executed Claim Form to the Settlement Administrator by the Claims Deadline.

5. No Settlement Class Member may assign or delegate to any individual or entity the right to receive Settlement Consideration or to submit a Claim Form on behalf of the Settlement Class Member. If a Settlement Class Member nonetheless purports to assign or

delegate such right and an otherwise valid Claim Form is timely submitted on behalf of that Settlement Class Member, the Settlement Administrator shall pay any Settlement Consideration directly to the Settlement Class Member and not to the Settlement Class Member's designated assignee or delegate, notwithstanding the terms of any assignment or delegation. This provision is intended to foreclose assignments or delegations entered into solely for purposes of submitting a Claim Form in this Settlement. Nothing herein shall preclude a Person previously authorized by law, such as a trustee, guardian or Person acting under a power of attorney, to act on behalf of the Settlement Class Member, from receiving the Settlement Consideration or submitting a Claim Form on behalf of a Settlement Class Member.

6. Each Settlement Class Member who submits a Claim Form thereby submits to the jurisdiction of the United States District Court for the Middle District of Florida with respect to the claims submitted and shall (subject to final approval of the proposed Settlement) be bound by all the terms and provisions of this Agreement.

D. Objections

1. Any Settlement Class Member who wishes to object to the Settlement (including the requested award of attorneys' fees, costs, and expenses to Class Counsel) must timely file with the Court and timely serve on Class Counsel and WESS's Counsel (at the addresses in paragraph IV.D.3 below) a written statement of objection (an "Objection") that shall reference the case number (No. 8:20-cv-2275).

2. Each Objection must (a) state the Settlement Class Member's full name, current address, and telephone number; (b) include the unique identifier that was included on the Class Notice sent to that Settlement Class Member; (c) contain the Settlement Class Member's original signature (conformed, reproduced, facsimile, or other non-original signatures will not be valid, nor is the signature of an attorney for the Settlement Class Member sufficient); (d) state that the Settlement Class Member objects to the Settlement, in whole or in part; (e) set forth a statement of the legal and factual basis for the Objection; (f) provide copies of any documents that the Settlement Class Member wishes to submit in support of his/her position; (g) identify by name, address and bar number any attorney who represents the Settlement Class Member with respect to the Objection or who assisted or advised the Settlement Class Member in any way with respect to the Objection; (h) list by case name and civil action number all class action settlements to which

the Settlement Class Member or any attorney that meets the description of subsection (g) shall have objected in the last five years, and (i) attach a copy of any orders relating to or ruling upon the objecting Settlement Class Member’s prior objections that were issued by the trial and appellate courts in each case. In addition, if the objecting Settlement Class Member is represented by an attorney who intends to seek fees, costs, or expenses from anyone other than the objecting Settlement Class Members he/she represents, the Objection must also include (i) a description of the attorney’s legal background and prior experience in connection with class action litigation; (ii) the amount of fees sought by the attorney for representing the objecting Settlement Class Member and the factual and legal justification for the fees being sought; (iii) a statement regarding whether the fees being sought are calculated on the basis of a lodestar, contingency, or other method; (iv) the number of hours already spent by the attorney and an estimate of the hours to be spent in the future; (v) the attorney’s hourly rate; and (vi) any and all agreements that relate to the Objection or the process of objecting, whether written or verbal, between the objecting Settlement Class Member and his/her counsel and any other Person. Any attorney who represents the Settlement Class Member with respect to the Objection or who assisted or advised the Settlement Class Member in any way with respect to the Objection thereby submits to the jurisdiction of the United States District Court for the Middle District of Florida with respect to that Objection.

3. Any Objection must be postmarked or deposited with the overnight delivery service or hand delivered by the Objection Deadline, to each of the following:

Clerk of Court	Clerk of Court United States District Court for the Middle District of Florida, Tampa Division 801 North Florida Avenue Tampa, FL 33602 Re: <i>Gorman Class Action</i> , Case No. 8:20-cv-2275-T-36AEP
Class Counsel	Brandon J. Hill, Esq., Wenzel Fenton Cabassa PA 1110 N. Florida Avenue, Suite 300 Tampa, Florida 33602 Re: <i>Gorman Class Action</i> , Case No. 8:20-cv-2275-T-36AEP
WESS’s Counsel	Cullan E. Jones, Esq. FORDHARRISON LLP

	101 E. Kennedy Blvd., Suite 900 Tampa, FL 33602-5133 Re: <i>Gorman Class Action</i> , Case No. 8:20-cv-2275-T-36AEP
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4. Counsel for any Party may take the deposition of any objecting Settlement Class Member prior to the Fairness Hearing, subject to the procedures and protections of Fed. R. Civ. P. 26 and 30.

5. Any Settlement Class Member who does not timely file and serve a written Objection that meets all of the requirements of paragraphs IV.D.1- D.3 above shall be deemed to have waived any Objection to the Settlement (including the requested award of attorneys' fees, costs, and expenses to Class Counsel), and shall be bound by the terms of the Settlement and this Agreement, the Preliminary Approval Order, and by all proceedings, orders, and judgments, including, but not limited to, the release in this Agreement if Final Approval and Judgment is entered.

6. Any Settlement Class Member who files and serves a timely written Objection pursuant to paragraphs IV.D.1-D.3 above and complies with the requirements of this paragraph may also appear at the Fairness Hearing either in person or through counsel retained at the objecting Settlement Class Member's expense. Objecting Settlement Class Members and their attorneys, if applicable, intending to appear at the Fairness Hearing must serve on Class Counsel and WESS's Counsel, and file with the Clerk of Court, at the addresses specified above in paragraph IV.D.5 above, no later than 15 days prior to the Fairness Hearing, a notice of intention to appear, setting forth (a) the case number; (b) the name, address, and telephone number of the Settlement Class Member; (c) if applicable, the name, address, and telephone number of the Settlement Class Member's attorney; (d) whether the Settlement Class Member intends to offer his/her testimony at the Fairness Hearing; and (e) the identity of any other Person whose testimony the Settlement Class Member intends to offer at the Fairness Hearing.

7. Any Settlement Class Member who fails to comply with the procedures set forth in the Preliminary Approval Order shall not be permitted to appear at the Fairness Hearing. No Settlement Class Member shall be permitted to raise matters at the Fairness Hearing that the Settlement Class Member could have raised in an Objection, but failed to raise.

8. Counsel for the Parties will promptly furnish each other with copies of any and all Objections or written requests for exclusion that might come into their possession.

9. Any motions by Settlement Class Members to intervene in this Action must be filed within 60 days after the Notice Date.

10. Any objections, statements or other submissions by any Person noticed pursuant to 28 U.S.C. § 1715 (or claiming an entitlement to have been noticed pursuant to 28 U.S.C. § 1715) shall be filed by the deadlines and in accordance with the procedures and requirements that apply to Settlement Class Member Objections. Likewise, any notice of appearance by any Person noticed pursuant to 28 U.S.C. § 1715 (or claiming an entitlement to have been noticed pursuant to 28 U.S.C. § 1715) shall be filed by the deadlines and in accordance with the procedures and requirements that apply to notices of appearance by Settlement Class Members.

V. ATTORNEYS FEES AND REIMBURSEMENT OF COSTS AND EXPENSES

A. Plaintiff and WESS acknowledge that attorneys' fees and reimbursement of costs and expenses for Class Counsel are subject to the Court's approval and determination. WESS agrees not to oppose, and Class Counsel agrees that it shall submit, an application by Class Counsel for attorneys' fees not to exceed Two Hundred and Fifty Thousand, Dollars and No Cents (\$250,000.00). Class Counsel further agrees that, notwithstanding any award of attorneys' fees by the Court in an amount higher than \$250,000.00, Class Counsel will not enforce nor attempt to enforce such a fee award to the extent it exceeds the \$250,000.00 agreed to herein. For avoidance of doubt, if (1) the Court awards less than \$250,000.00 or (2) any appellate court subsequently reduces the amount awarded, that will not affect the Settlement or increase the Settlement Consideration available to the Settlement Class Members.

B. Within fourteen (14) days after the Effective Date, WESS shall deliver to Brandon J. Hill a wire payable to Wenzel Fenton Cabassa P.A., at wiring instructions to be provided in writing no later than the Effective Date, in the total amount actually awarded by the Court as attorneys' fees, costs, and expenses (but not to exceed \$250,000.00 attorneys' fees, plus \$4,589.05 in reasonable litigation costs).

C. Class Counsel shall file any motion for an award of attorneys' fees, costs, and expenses no later than 14 days prior to the objection deadline. In no event shall WESS be required by Order of the Court to pay more than the \$250,000.00 agreed herein as the maximum amount for Class Counsel's attorneys' fees, (inclusive of any interest), plus litigation costs totaling \$4,589.05. Class Counsel's fees and costs together total \$254,589.05, and in no event shall WESS be required to pay more than that amount for fees and costs. Should the Court by Order require

WESS to pay larger amounts, WESS shall have the right, but not the obligation, to cancel this Agreement, terminate the Settlement, and proceed as if the Settlement had never been executed, and this Agreement shall be null and void as provided in paragraph VII.B below.

D. Settlement Class Members shall not be responsible for paying any part of the agreed attorneys' fees, costs, and expenses.

E. Other than the attorneys' fees, costs, and expenses explicitly provided for above, the Named Plaintiff, the Settlement Class and each individual Settlement Class Member, WESS, and any of their counsel shall bear their own attorneys' fees, costs, and expenses associated with the Action and this Agreement.

VI. FINAL APPROVAL PROCEDURES AND FINAL FAIRNESS HEARING

A. Plaintiff's motion for preliminary approval of the Settlement will include a request to the Court for a scheduled date on which the Fairness Hearing will occur.

B. No later than 14 days prior to the Final Fairness Hearing, Class Counsel and WESS's Counsel, must file their Motion asking for final approval of the class action settlement. As set forth above in V(c), Class Counsel's motion for an award of attorneys' fees, costs, and expenses, must be filed no later than 14 days prior to the deadline for class members to object. However, to the extent additional briefing on attorneys' fees and costs is requested by the Court, or needed to respond to any objection by a class member, any additional memoranda supporting Class Counsel's attorney fees and cost request must also be filed no later than 14 days prior to the Final Fairness Hearing.

C. The Parties acknowledge that the Court may adjourn or continue the final approval hearing and related deadlines without further written notice to the Settlement Class. If the Court alters any of those dates or times, the revised dates and times shall be posted by the Settlement Administrator on the Settlement Website.

VII. CONDITIONS OF SETTLEMENT AND EFFECT OF DISAPPROVAL, CANCELLATION, OR TERMINATION OF THIS AGREEMENT

A. The Parties agree that no Party shall conduct discovery against any of the others pending Preliminary Approval of the Settlement by the Court, and that all proceedings in the Action shall remain stayed until further order of the Court, except such proceedings as may be necessary either to implement this Agreement or to comply with or effectuate the terms of this Agreement.

B. In the event that any of the events or conditions described in paragraph I.A.10(a)-(e) above either are not met or do not occur, this entire Agreement shall become null and void, except that the Parties shall have the option to agree mutually in writing to waive the event or condition and proceed with this Settlement, in which event the Effective Date shall be deemed to have occurred on the date of said written agreement.

C. If any of the events or conditions described in paragraph I.A.10(a)-(e) above either are not met or do not occur (and the events or conditions are not mutually waived in writing), or the Settlement is terminated for any reason, the Parties and the Action shall be restored to the status they occupied as of the date Plaintiff files his motion for preliminary approval, and nothing stated in this Agreement, or in any exhibits to this Agreement, or any documents filed in conjunction with the proposed approval of the Settlement, or any Court orders regarding the Settlement, shall be deemed an admission of any kind by any of the Parties or used as evidence against, or over the objection of, any of the Parties for any purpose in this Action or in any other action. In particular, but without limitation, WESS will retain the right to contest whether the Action should be maintained as a class action and to contest the merits of the claims being asserted by Plaintiff.

D. WESS shall have the right to terminate the Settlement by serving on Class Counsel and filing with the Court a notice of termination within 14 days after its receipt from the Settlement Administrator of the final report specified in paragraph IV.B.5 above, if the number of Settlement Class Members who timely request exclusion from the Settlement Class equals or exceeds five percent of the Settlement Class.

VIII. DISMISSAL OF ACTION AND RELEASE

A. In accordance with the schedule set by the Court, Class Counsel will promptly take all necessary steps to secure the Court's approval of this Settlement, including the entry of the Preliminary Approval Order, certification of the Settlement Class, the entry of the Final Approval and Judgment, and the subsequent dismissal of the Action, with prejudice, as to Settlement Class Members who do not submit timely and valid requests for exclusion.

B. Upon the Court's final approval of this Agreement and the Settlement, the Final Approval and Judgment shall be entered.

C. In consideration of the aforementioned payments and obligations undertaken by WESS, and save and except only those obligations created or arising from this Agreement

or the Final Approval and Judgment, upon the entry of the Final Approval and Judgment and the occurrence of the Effective Date, the Class Representative, Settlement Class Members, and Releasing Persons and all of their successors in interest shall be deemed to release and forever discharge the Released Persons from the Released Claims, and stipulate and agree that they shall be permanently enjoined and forever barred from commencing, prosecuting, asserting, or assisting in any proceeding against any Released Person involving the Released Claims in any court or other forum.

D. The Parties agree that they may hereafter discover facts in addition to or different from those they believe to be true with respect to the subject matter of this Agreement. Each Party agrees that, notwithstanding the discovery of the existence of any such additional or different facts that, if known, would materially affect her, his, or its decision to enter into this Agreement, the releases given herein shall be and remain in effect as a full, final, and complete release of the Released Claims, and that no Party shall be entitled to modify or set aside this Agreement, either in whole or in part, by reason thereof. The Parties further agree that they have been informed of and waive the benefits of California Civil Code section 1542 (and any and all other similar state statutes regarding the effectiveness of general releases), which reads as follows:

A general release does not extend to claims, which the creditor does not know or expect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

IX. MISCELLANEOUS PROVISIONS

A. The Parties and their undersigned counsel agree to undertake commercially reasonable efforts and to offer their reasonable cooperation to effectuate this Agreement and the terms of the Settlement set forth herein, including taking all steps and efforts contemplated by this Agreement and any other steps and efforts which may become reasonably necessary by order of the Court or otherwise; provided, however, that no Party shall be obligated to change any term of this Settlement.

B. This Agreement, together with its attachments, contains the entire agreement among the Parties and supersedes any prior agreements or understandings (including the term sheet executed on May 28, 2021 and the Settlement Agreement executed in July 2021) between

them. All terms of this Agreement are contractual and not mere recitals and shall be construed as if drafted by all Parties.

C. In entering into this Agreement, WESS does not admit to any wrongdoing of any kind, and expressly denies wrongdoing of any kind whatsoever, and has entered into this Agreement and agreed to the terms solely to avoid the risk, expense, inconvenience, distraction, and burden of further litigation.

D. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties. Amendments and modifications may be made without additional notice to the Settlement Class unless such notice is required by the Court.

E. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Florida.

F. The exhibits to this Agreement are an integral part of the Settlement and are hereby incorporated and made a part of this Agreement.

G. This Agreement shall be binding upon, and inure to the benefit of, each of the Releasing Persons and the Released Persons, and each of their successors, assigns, and legal representatives.

H. Notwithstanding whether they are parties to this Agreement, all of the Released Persons shall be deemed third party beneficiaries of this Agreement.

I. Except as agreed to herein, the Parties to this Agreement shall bear their own attorneys' fees, expenses, and costs, including in connection with finalizing this Settlement, obtaining Court approval of the same, and proceedings subsequent to the same.

J. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceeding which may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.

K. This Agreement, whether or not executed and consummated, and any communications exchanged or actions taken pursuant to or during the negotiation of this Agreement, are for settlement purposes only. Neither the fact of nor the contents of this Agreement or its exhibits, nor any communications exchanged nor actions taken pursuant to or during the negotiation of this Agreement, shall constitute or be construed as admissible evidence of the validity of any claim asserted or fact alleged in the Complaint or of any

wrongdoing, fault, violation of law, or liability of any kind on the part of the Released Persons. This Agreement is made without prejudice to the rights of WESS to oppose certification of a class or classes should this Agreement not be approved or implemented or should the Effective Date not occur.

L. This Agreement shall be deemed to have been executed as of the Agreement Execution Date.

M. The Parties warrant and represent that no claim or any portion of any claim referenced or released in this Agreement has been sold, assigned, conveyed, or otherwise transferred to any other Person.

N. This Agreement may be executed in counterparts, each of which shall constitute an original. This Agreement may be executed by facsimile or email signatures, each of which shall be deemed to be an original.

O. Within sixty (60) days following the Effective Date, any Person that has received Confidential Information or Highly Confidential Information as defined by the Stipulated Protective Order entered in the Action on February 19, 2021 shall return, delete or destroy all such information, including copies, abstracts, and summaries of such information, and shall certify to the return or destruction as applicable, including the return or destruction of all Confidential or Highly Confidential Information provided to non-parties as permitted in the Stipulated Protective Order entered in the Action on February 19, 2021. The Stipulated Protective Order will survive the termination of this Action pursuant to its terms and the Court's order dated February 19, 2021. (Dkt. 48).

P. WESS shall have the right to review and comment in advance upon the content of Plaintiff's motion for preliminary approval, for final approval, and for approval of the payment of attorneys' fees, costs, and expenses, as well as any amended pleadings filed by Plaintiff.

Q. WESS shall not pay and shall not be liable to pay or withhold any state, federal or other taxes owed by Class Counsel or any Named Plaintiff, Settlement Class Member or Claimant.

R. Other than the notices agreed to by the Parties and approved by the Court as set forth in paragraphs IV.A. 1-4 above, neither Plaintiff nor his counsel, nor either of their agents or representatives, shall make any public statement or website posting regarding the Settlement that identifies WESS. The prohibitions in this paragraph include, without

limitation, statements published or caused to be published through any media, including social media or the Internet, and any communications with the media or the general public.

S. The signatories hereto warrant that they are authorized to enter into this Agreement on behalf of the entities below.

Edward Gorman

EDWARD GORMAN

01 / 31 / 2022

DATE

WHELAN EVENT STAFFING SERVICES, INC.

[Handwritten Signature]

2/4/22

DATE