

EXHIBIT 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

ANNERIS MOREL and HUGO MOREL
TAVEAREZ, individually and on behalf of all
others similarly situated,

Plaintiffs,

v.

Goya Foods, Inc. and A.N.E. Services, Inc.,

Defendants.

Hon. Esther Salas, U.S.D.J.

Civil Action No. 2:20-cv-05551-ES-CLW

SUPERIOR COURT OF NEW JERSEY LAW DIVISION – ESSEX COUNTY

ANNETTE COLINA, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

GOYA FOODS, INC. and A.N.E. SERVICES,
INC.,

Defendants.

DOCKET NO.: ESX-L-8192-21

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Subject to the approval of each of the Courts above¹ and pursuant to Rule 23 of the Federal Rules of Civil Procedure and New Jersey Rules of Civil Procedure 4:32-1, et seq., this Class Action Settlement Agreement and Release (“Settlement Agreement”), including the attached Exhibits, is

¹ The United States District Court for the District of New Jersey has jurisdiction over the claims of the New York class in *Morel* and is being asked to approve that settlement. The Superior Court of New Jersey Law Division has jurisdiction over the claims of the New Jersey class in *Colina* and is being asked to approve that settlement.

entered into between: (a) Named Plaintiffs Anneris Morel, Hugo Morel Tavaarez, and Annette Colina (collectively referred to as “Class Representatives,” “Plaintiffs,” or “Named Plaintiffs”), on behalf of themselves and any business entities through which they operated, and on behalf of each of the Settlement Class Members; and (b) A.N.E. Service, Inc. (“ANE”) and Goya Foods, Inc. (collectively “Defendants”).²

As provided below, the Parties hereby stipulate and agree that, in consideration of the promises and covenants set forth in this Settlement Agreement and upon the Effective Date, these Actions shall be settled and compromised upon the terms and conditions set forth in this Settlement Agreement. This Settlement Agreement is intended by the Parties to fully and finally compromise, resolve, discharge, release, and settle the Released Claims and to dismiss these Actions, subject to the Court’s approval in each Action and to the terms and conditions set forth below, and without any admission or concession as to the merits of any claim or defense by any of the Parties.

NOW, THEREFORE, this Settlement Agreement is entered into by and among the Parties, by and through their respective counsel and representatives, and the Parties agree that upon the Effective Date: (1) the Actions shall be settled and compromised as between the Parties, and (2) the Proposed Final Approval Order and Judgment, in a form to be submitted by the Parties in connection with final approval, shall be entered dismissing the Actions, releasing all Released Claims, against all Releasees on all on the following terms and conditions:

² Capitalized terms used herein are defined in Section 3 below.

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3. Definitions

3.1. Actions: mean the above-captioned lawsuits: *Anneris Morel and Hugo Morel Tavearez, individually and on behalf of all others similarly situated v. Goya Foods, Inc. and A.N.E. Service, Inc.*,³ Case No. 2:20-cv-05551-ES-CLW, pending in the United States District Court for the District of New Jersey, and *Annette Colina, individually and on behalf of all others similarly situated v. Goya Foods, Inc. and A.N.E. Service, Inc.*, Case No. ESX-L-8192-21, pending in the Superior Court of New Jersey, Law Division – Essex County.

3.2. Agreement or Settlement Agreement: means this Class Action Settlement Agreement and Release, including all Exhibits attached hereto.

3.3. Amendment and Arbitration Agreement: means the form of Amendment included in the Arbitration Agreement packet attached hereto as Exhibit 1, which will be presented to all current broker Class Members by the Settlement Administrator during the Notice Period. Such current brokers shall receive an additional \$2,000 included within their Settlement Check from the Settlement Fund after signing and dating the Amendment and Arbitration Agreement, as more specifically discussed in Section 7.3 below. Only current broker Settlement Class Members, as

³ The Complaint says ANE Services, Inc. but the proper name is “ANE Service, Inc.” The Complaint also names Hugo Morel Tavearez, but the last name should be “Tavaarez.”

defined herein, are eligible receive this additional payment as additional consideration for their agreement to the Amendment and Arbitration Agreement.

3.4. Attorneys' Fees and Costs: means such funds as may be awarded by each respective Court to Class Counsel to compensate them for their fees in the amount of \$300,000, plus costs, and expenses in connection with the *Morel* and *Colina* matters, as described more fully below. Upon approval of each of the Courts, and within the specified period after the Effective Date, the Settlement Administrator will pay Class Counsels' Attorneys' Fees and Costs directly from the Settlement Fund.

3.5. Class Counsel: means Harold L. Lichten, Anastasia Doherty, and Benjamin Weber of Lichten & Liss-Riordan, P.C.; Anthony L. Marchetti, Jr. of Marchetti Law, P.C.; and Ravi Sattiraju of Sattiraju & Tharney, LLP.

3.6. Class Member: means any individual who, either individually or on behalf of business entity, operated under a broker agreement with A.N.E. during a Covered Period and who did not previously sign, either individually or on behalf of a business entity, a broker agreement or an amendment containing an arbitration agreement with a class action waiver. The Class Members are identified in the attached exhibits.⁴

3.7. Class Representatives, Plaintiffs, or Named Plaintiffs: Annette Colina, Anneris Morel, and Hugo Morel Tavaarez.

3.8. Class Settlement Notice or Settlement Notice: means the form of notices attached as: (i) Exhibit 2A, to be disseminated to current broker Class Members who are not Named Plaintiffs informing them about the terms of the Settlement Agreement, including their rights to participate in the Settlement Agreement; to exclude themselves or to object to the same; to appear at the Fairness

⁴ A list of the New Jersey Class Members is attached hereto as Exhibit 4. A list of the New York Class Members is attached as Exhibit 5.

Hearing; and which provides a copy of the Amendment and Arbitration Agreement; (ii) Exhibit 2B, to be disseminated to former broker Class Members who are not Named Plaintiffs informing them about the terms of the Settlement Agreement, including their rights to participate in the Settlement Agreement; to exclude themselves or to object to the same; and to appear at the Fairness Hearing.

3.9. Courts: mean the United States District Court for the District of New Jersey and the Superior Court of New Jersey, Law Division – Essex County.

3.10 Covered Period: means:

3.10.1. For New York claims, from May 5, 2014 through August 12, 2022;

3.10.2. For New Jersey claims, from June 25, 2014 through August 12, 2022;

While the Covered Period encompasses the timeframes outlined above, such Covered Period will be calculated on an individual basis using the dates during which each individual was a broker. While the Covered Period ends on August 12, 2022, as set forth in Section 3.21 below, the Released Claims shall extend up to and including the Preliminary Approval date.

3.11: Defendants: mean the Defendants in these lawsuits, Goya Foods, Inc. (“Goya”) and A.N.E. Service, Inc. (“ANE”).

3.12 Defense Counsel: means Kevin P. Hishta, Margaret Santen, and Ryan Warden, of Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

3.13 Effective Date: shall be the first day after the date on which all of the following have occurred:

3.13.1 Plaintiffs’ and Defendants’ duly authorized representatives have executed this Agreement;

3.13.2 The Courts for both Actions have both preliminarily approved this settlement;

3.13.3 Reasonable notice has been sent to Class Members as set forth herein;

3.13.4 The Courts for both Actions have held Fairness Hearings under Rule 23(e) and Rule 4:32-1 respectively, have entered orders granting final approval of the settlement that is the same in all material respects as that set forth in this Agreement, have entered final judgments, have awarded Named Plaintiffs any Service Awards, and have awarded Class Counsel their reasonable Attorneys' Fees and Costs; and

3.13.5 Only if there are written objections filed before the Fairness Hearing and those objections are not later withdrawn, the last of the following events to occur:

3.13.5.1 If no appeal is filed, then the date on which the time to appeal the last of the two Final Approval Orders and Judgments in the Actions to be entered has expired with no appeal or any other judicial review having been taken or sought;
or

3.13.5.2 If an appeal of either Final Approval Order and Judgment has been timely filed or other judicial review was taken or sought, the date that the last of the two Orders in the Actions is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review or the date the appeals or any other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

3.13.6 It is the intention of the Parties that the settlement shall not become effective unless and until the Courts' Final Approval Orders and Judgments have become completely final in both Actions and until there is no timely recourse by an appellant or objector who seeks to contest the settlement.

3.14 Exclusion Date: means the dates, to be set by the Courts in each respective Action, by which an Exclusion Request must be submitted to the Settlement Administrator for a Class Member to be excluded from the Settlement Class.

3.15 Exclusion Request: means the written communication that must be submitted to the Settlement Administrator and postmarked on or before the applicable Exclusion Date by a Class Member (but not a Named Plaintiff) and who wishes to be excluded from the Settlement Class. Class Members (but not Named Plaintiffs) who make a valid Exclusion Request are excluded from the litigation and not just the settlement. Any current broker Class Members who do not sign the Amendment and Arbitration Agreement will be deemed to have filed an Exclusion Request and will be excluded from the settlement.

3.16 Fairness Hearing: means the hearing to be conducted by the Court in each Action about its determination of the fairness, adequacy, and reasonableness of the Settlement Agreement in accordance with Rule 23(e) and Rule 4:23-1 respectively.

3.17 Final Approval Orders and Judgments or Final Approvals: means the final orders to be entered by the Courts in each Action that grant final approval of the settlement and enter judgments dismissing these Actions with prejudice and that: (i) conform to this Settlement Agreement; (ii) approve the settlement and the Settlement Agreement as fair, adequate, and reasonable; (iii) confirm the certification of the Settlement Class for purposes of the settlement only; and (iv) issue such other determinations as the Courts or the Parties deem necessary and appropriate in order to approve the settlement and implement the Settlement Agreement.

3.18 Notice Program: means the plan approved by the Courts in the Actions for disseminating the Settlement Notices as set forth herein.

3.19 Objection Date: means the date, to be set by the Courts in the Actions, by which objections to the Settlement must be submitted by Class Members who are not Named Plaintiffs.

3.20 Party or Parties: means the Named Plaintiffs and/or Defendants.

3.21 Preliminary Approval: means the orders to be entered by the Courts in each Action, substantially in the form of Exhibit 3, that:

- (a) preliminarily approves this Settlement Agreement;
- (b) sets the date of the Fairness Hearing;
- (c) appoints the Plaintiffs' Counsel as Class Counsel for the Settlement Class Members;
- (d) approves the forms of Settlement Notice and the Notice Program;
- (e) sets the date that Settlement Notices should issue;
- (f) sets the end of the Notice Period;
- (g) sets the Exclusion Date; and
- (h) sets the deadline for filing objections to the settlement.

3.22 Released Claims:

Class Member Released Claims: mean any and all claims, demands, causes of action, rights to relief, fees and liabilities of any kind, whether known or unknown, either that were asserted in or could have been asserted in the Actions, that the Settlement Class Members have or may have against any of the Releasees (as defined below), from the beginning of time through the Preliminary Approval date, including, but not limited to, claims arising under Pennsylvania, New Jersey, New York or other applicable state's Wage and Hour, Wage Payment, or and Labor Laws that are derivative of, or in any way related to, alleged non-payment of wages arising from the

Settlement Class Members' alleged misclassification as independent contractor while performing services under a Broker Agreement with A.N.E. or any predecessor entity.

Named Plaintiff Released Claims: mean any and all claims, demands, causes of action, rights to relief, fees and liabilities of any kind, whether known or unknown, either that were asserted in or could have been asserted in the Actions, that the Named Plaintiffs have or may have against any of the Releasees (as defined below), from the beginning of time through the Preliminary Approval date, including, but not limited to, all claims under common law contract, tort, or other law, as well as all claims under federal, state, local, or foreign laws, including but not limited to all claims arising under Pennsylvania, New Jersey, New York or other applicable state's Wage and Hour, Wage Payment, or and Labor Laws; Pennsylvania, New Jersey, New York, or other applicable state's common law; Pennsylvania, New Jersey, New York, or other applicable state's administrative law; or Pennsylvania, New Jersey, New York, or other applicable state's statutory law that are derivative of, or in any way related to, any wage and hour, overtime, benefits; any other claim allegedly arising from the Named Plaintiffs' alleged misclassification as independent contractor while performing services under a Broker Agreement with A.N.E. or any predecessor entity; and any penalty, interest, taxes or additional damages or costs which arise from or relate to the claims described above under applicable federal, state or local laws, statutes, or regulations.

3.23 Releasees: means A.N.E. and Goya Foods, Inc., and any and all current and former parents, subsidiaries, related companies or entities, partnerships, joint ventures, or other affiliates, and, with respect to each of them, all of their predecessors and successors, benefits plans and programs, insurers, contractors, subcontractors, successors, and assigns, and, with respect to each such entity, any and all of its past, present, and future employees, trustees, officers, directors, stockholders, owners, representatives, assigns, attorneys, administrators, fiduciaries, agents,

insurers, trustees, and any other persons acting by, through, under, or in concert with any of these persons or entities and their successors and assigns. Settlement Administrator: means the notice provider and/or claims administrator appointed and approved by the Courts in the Preliminary Approval orders.

3.24 Settlement Class or Settlement Class Member: any (a) Class Member who does not submit a valid Exclusion Request; (b) Named Plaintiffs; provided, however, that Settlement Class or Settlement Class Member does not include any Class Member who is a current broker and who does not sign and date the Amendment with the attached Arbitration Agreement (such inaction shall be deemed the equivalent of filing an Exclusion Request), except that any Class Member who inadvertently fails to date the Amendment or Arbitration Agreement or who signs one but not the other (i.e. the Amendment but not the attached Arbitration Agreement) will be contacted by the Settlement Administrator to complete the missing date or signature.

3.25 Settlement Fund or Common Fund: A qualified settlement fund established under Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1, to be funded by Defendants in the amount of \$1.2 million dollars, which includes Attorneys' Fees in the amount of \$300,0000, plus Costs awarded by the Courts, and includes any Service Awards, and payments to current broker Class Members in the amount of \$2,000 in consideration for the Amendment and Arbitration Agreement that is required as a condition of settlement, established at a United States bank jointly selected by Defendants and the Settlement Administrator. The settlement shares will be calculated according to a formula more fully described in Section 13.2 below. This qualified Settlement Fund shall be non-reversionary. The Settlement Administrator shall pay all monies payable to the Settlement Class Members (including any Service Awards and consideration for the required Amendment and Arbitration Agreements from current broker Settlement Class Members), and

Attorneys' Fees and Costs to Class Counsel under this Settlement Agreement from the Settlement Fund. For the current broker Settlement Class Members who elect not to sign the Amendment and Arbitration Agreement, they will be deemed to have filed an Exclusion Request and excluded themselves from the Settlement and will not sign a release and will not receive any of the distributable funds. The monies otherwise allocable to these individuals who elect not to sign the Amendment and Arbitration Agreement will be re-distributed on a pro-rata basis to the other Settlement Class Members. Unclaimed funds of Settlement Class Members shall not revert to Defendants, but will be payable to Court-approved *cy pres* beneficiaries.

3.26 Settlement Notice Period or Notice Period: means the Period Set by the Courts for Class Members to review the Settlement Notice, determine whether they want to participate or exclude themselves or object, as applicable.

3.27 Service Award: means the \$10,000 payment to each Named Plaintiff (Anneris Morel, Hugo Morel Tavaarez, and Annette Colina) to be paid from the Settlement Fund to compensate them for their efforts on behalf of the Class Members.

4 Jurisdiction

4.1 The Courts in each Action have jurisdiction over the Parties and the subject matter of these Actions. The *Morel* Court has jurisdiction over the claims of the New York class and settlement of the same. The *Colina* Court has jurisdiction over the claims of the New Jersey class and settlement of the same.

4.2 If the Settlement Agreement is fully and finally approved in each Action, the Courts in each Action will dismiss the Actions with prejudice. In the event there is a dispute concerning the enforcement of the terms of this Settlement Agreement, the Parties agree to confer in good faith in an attempt to resolve any such dispute before initiating any subsequent enforcement action.

4.3 The Parties stipulate that, for settlement purposes only, the Settlement Class satisfies the requirements of Rule 23 of the Federal Rules of Civil Procedure and New Jersey Rules of Civil Procedure 4:23-1, et seq., and therefore approval of this Settlement Agreement is appropriate. In so stipulating, Defendants do not waive or abandon any arguments they may have that certification of the Rule 23 and Rule 4:23-1 class is improper. Defendants' consent to certification for settlement purposes only is in no way an admission that Rule 23 certification and/or Rule 4:23-1 would be proper absent a settlement.

4.4 Failure to obtain the Preliminary or Final Approval of this Settlement Agreement in the same or substantially similar formats proposed to the Courts, including, but not limited to, any failure as a result of any appeal of the Courts' Final Approval Orders and Judgments, will cause this Settlement Agreement to be void and unenforceable and to have no further force and effect.

4.5 Defendants have the right to withdraw from this Agreement at any time prior to the Final Orders and Judgments if seven (7) or more of the total Class Members exclude themselves from the settlement (either through filing Exclusion Requests or through failure to sign the Amendment and attached Arbitration Agreement, which shall be deemed the equivalent of filing an Exclusion Request).

4.6 In the event that Defendants withdraw from the settlement as provided in paragraph 4.5 above or this Settlement Agreement otherwise becomes void or unenforceable, any monies in the Settlement Fund shall remain the property of and shall be returned to Defendants, the Parties' litigation positions shall revert to the *status quo ante* prior to the execution of this Settlement Agreement, and the Parties will not be deemed to have waived, limited, or affected in any way any of their claims, defenses, or objections in the Actions, including arguments for or against class certification.

5 Statement of No Admission

5.1 Defendants deny liability upon any claim or cause of action presented or alleged or that could have been presented or alleged in the Actions, and Defendants deny that the Settlement Class is entitled to relief of any kind in these Actions.

5.2 This Settlement Agreement does not constitute an admission by Defendants as to the merits, validity, or accuracy of the allegations or claims made against them in the Actions and may not be construed as or deemed an admission of liability, culpability, negligence, willfulness, or wrongdoing on the part of Defendants.

5.3 Nothing in this Settlement Agreement is intended by the Parties or may be used by anyone for any purpose inconsistent with this Settlement Agreement, or may be introduced in any way as evidence, to show or establish any misconduct, or improper practices, plans, or policies, or any violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, this Settlement Agreement may be used in any proceeding in these Courts that has as its purpose the enforcement of the Settlement Agreement.

6 Claims of the Plaintiffs and Benefits of Settlement

6.1 Plaintiffs believe that the claims asserted in the Actions have merit and that the evidence supports their claims. However, the Parties recognize and acknowledge the expense, complexities, and length of continued proceedings necessary to prosecute the Actions through trial and through appeals, along with the uncertain nature of certain damages and affirmative defenses.

6.2 The Parties have considered the uncertain outcome and the risk of these Actions, especially the multi-party and class action components of these Actions, as well as the difficulties, delays, and risks of collection inherent in litigation.

6.3 Plaintiffs and Class Counsel believe that the Settlement Agreement confers substantial benefits upon Plaintiffs and the Settlement Class Members and is fair, reasonable, adequate, and in the best interests of Plaintiffs and the Settlement Class Members.

7 Non-Monetary Relief

7.1 As a condition of Settlement, Settlement Class Members who are current brokers agree to sign an Amendment to the Broker Agreement with an accompanying Arbitration Agreement and class action waiver. The Amendment will modify or eliminate certain provisions in the Broker Agreement that are inconsistent with the Arbitration Agreement.

7.2 The Settlement Administrator will present each current broker with the Amendment and the Arbitration Agreement during the Notice Period. The Settlement Administrator will also present an agreed-upon summary of the Amendment and Arbitration Agreement at that time. These documents are contained in the arbitration agreement packet (Exhibit 1).

7.3 These individuals shall receive an additional amount of \$2,000 in their settlement check from the Settlement Fund as consideration for the Amendment and Arbitration Agreement.

7.4 Failure to sign and date the Amendment and Arbitration Agreement will result in the individual being deemed excluded from the Settlement and will be treated as an Exclusion Request.

8 Waiver, Release and Dismissal

8.1 Upon the Effective Date, all Settlement Class Members will be bound by the terms and conditions of this Settlement Agreement.

8.2 Upon the Effective Date, each Settlement Class Member, on behalf of themselves and their respective agents, representatives, executors, estates, heirs, administrators, attorneys, insurers, successors and assigns shall be deemed to have forever released and discharged the Releasees from any and all Released Claims as defined in Sections 3.21.1 and 3.21.2, as applicable

(hereinafter “Released Claims”), shall covenant not to sue the Releasees with respect to any Released Claims, and will be permanently and forever barred from suing or otherwise asserting any Released Claim against any of the Releasees.

8.3 In exchange for this release of claims by the Settlement Class, Defendants will pay the sum of \$1.2 million into the Settlement Fund within ten (10) business days after the Effective Date. At their discretion, Defendants may pay this amount into the Settlement Fund earlier.

8.4 Notwithstanding any other provision of this Settlement Agreement, nothing in this Settlement Agreement is intended to restrict any Settlement Class Member from contacting, assisting, or cooperating with any government agency; provided, however, that no Settlement Class Member shall seek or accept damages, reinstatement, or similar personal relief as to any Released Claim.

8.5 Named Plaintiffs represent and warrant that they have not sold, assigned, pledged, or otherwise transferred any Released Claims.

8.6 It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each Settlement Class Member execute this Settlement Agreement. The Settlement Notice will advise all Settlement Class Members of the binding nature of the release, and Named Plaintiffs’ signing of this Settlement Agreement, when approved by the Courts and such approval has become final, fully effectuates the above releases on behalf of all Settlement Class Members. The checks issued to all Settlement Class Members shall also have appropriate agreed-upon release language on the back of each check as well as the statement: “This check cannot be negotiated without a signature.”

8.7 The Parties agree to seek orders dismissing the Actions with prejudice and such other and additional orders upon the Final Approval Orders and Judgments.

9 Required Events and Cooperation by the Parties

9.1 Defendants shall provide notice of this proposed Settlement in compliance with the Class Action Fairness Act of 2005 (“CAFA”) within 10 days of filing of the respective motion for preliminary approval. As soon as reasonably practicable after execution of the Settlement Agreement, the Parties shall submit the Settlement Agreement, including all Exhibits, to the Courts for their Preliminary Approval and shall jointly move the Court in each Action for entry of an order, substantially in the form of Exhibit 3, which by its terms shall:

9.1.1 Determine preliminarily that this Settlement Agreement and the terms set forth herein fall within the range of reasonableness meriting possible Final Approval and dissemination of Settlement Notices as set forth herein;

9.1.2 Schedule the Fairness Hearing to: (i) determine finally whether the proposed settlement satisfies the applicable requirements of Rule 23 and Rule 4:32-1; (ii) review objections, if any, regarding the Settlement Agreement; (iii) consider the fairness, reasonableness, and adequacy of the Settlement Agreement and its terms; (iv) consider Class Counsel’s application for an award of attorneys’ fees and reimbursement of expenses; (v) determine the validity of any Exclusion Requests and exclude from the Class those persons who are eligible to exclude themselves under the terms set forth herein and who validly and timely exclude themselves by the Exclusion Date; and (vi) consider whether the Courts shall issue the Final Approval Order and Judgment, approving the settlement and dismissing the Action with prejudice;

9.1.3 Set briefing schedule for: (i) joint motion for final approval; (ii) Class Counsel’s motion for attorneys’ fees and costs; and (iii) Named Plaintiffs’ motion for any Service Awards;

9.1.4 Approve the proposed Settlement Notices and Notice Program;

9.1.5 Direct the Settlement Administrator to cause the Settlement Notice to be disseminated in the manner set forth in the Notice Program on or before the Settlement Notice Deadline;

9.1.6 Determine that the Settlement Notices and the Notice Program: (i) meet the requirements of Rule 23(c)(3), Rule 4-32-1, and due process; (ii) are the best practicable notice under the circumstances; (iii) are reasonably calculated, under the circumstances, to apprise applicable Class Members of the pendency of the Action(s), their right to object to the proposed Settlement, exclude themselves from the settlement, or participate within the time frame provided herein; and (iv) are reasonable and constitute due, adequate, and sufficient notice to all those entitled to receive notice.

9.1.7 Require each Class Member, who is not also a Named Plaintiff, who wishes to exclude himself or herself from the Settlement to submit a timely and valid written Exclusion Request, on or before the Exclusion Date, to the Settlement Administrator;

9.1.8 Order that all Settlement Class Members will be bound by all proceedings, orders, and judgments in the Actions;

9.1.9 Require any Settlement Class Member who wishes to object to the fairness, reasonableness or adequacy of the Settlement Agreement, to the award of Attorneys' Fees and Expenses, or to any Service Awards, to submit to the Courts, Class Counsel, and Defense Counsel by the Objection Date a statement of his or her objection; and

9.1.10 Establish the following:

9.1.10.1 The date and time of the Fairness Hearing, which the Parties agree shall not be on a date or time that is less than 90 days after notice is sent to the appropriate officials under CAFA;

9.1.10.2 The date by which the Settlement Notices shall issue;

9.1.10.3 The date by which any Exclusion Request, any objections, and any exclusion requests are due.

9.2 The Parties represent and acknowledge that each intends to implement the Settlement Agreement. The Parties shall, in good faith, cooperate and assist with and undertake all reasonable actions and steps to accomplish all required events on the schedule set by the Courts in each action, and shall use their best efforts to implement all terms and conditions of the Settlement Agreement.

10 Settlement Administration

10.1 Subject to approval by the Courts in each Action, the Settlement Administrator shall be responsible for mailing the Settlement Notices; receiving and logging and Exclusion Requests; researching and updating addresses through skip-traces and similar means; answering questions from Settlement Class Members; reporting on the status of the claims administration to counsel for the Parties; sending the notices required by CAFA within the appropriate time period; preparing a declaration regarding its due diligence in the claims administration process; providing the Parties with data regarding Exclusion Requests; distributing settlement checks; reporting and paying, as necessary, applicable taxes on settlement payments; and doing such other things as the Parties may direct.

10.2 Within seven (7) days after the Court's Preliminary Approval in each Action, Defendants will provide to the Settlement Administrator a database listing of the names, last known addresses, dates contracted by ANE as brokers during a Covered Period, and social security numbers of the Class Members. Defendants will also provide to Class Counsel the names and dates of contract for ANE brokers in NY and NJ during the Covered Period.

10.3 The Settlement Administrator will perform the following functions in accordance with the terms of this Settlement Agreement, the Preliminary Approval Orders, and the Final Approval Orders and Judgments:

10.3.1 Provide for the Settlement Notices (with the Fairness Hearing dates) to be sent by mail to all applicable Class Members that can be identified through a reasonable effort;

10.3.2 Provide to Defense Counsel and Class Counsel, 14 days after the first mailing of the Settlement Notices and then updated every 14 days thereafter: (i) a list of the names and addresses of all Class Members whose Settlement Notices have been returned to the Settlement Administrator as undeliverable along with a report indicating steps taken by the Settlement Administrator to locate updated address information for such Class Members and to resend the Settlement Notices, and/or whose Settlement Notices have been forwarded to an updated address by the United States Postal Service; (ii) a separate list of the names and addresses of all Settlement Class Members who are not Named Plaintiffs who have submitted documents indicating that they wish to object to the settlement; (iii) a separate list of the names and addresses of all Settlement Class Members who are not Named Plaintiffs who have submitted documents indicating that they wish to challenge the payment calculations along with copies of all such documents; and (iv) a separate list of the names of the individuals who have submitted signed Amendments and Arbitration Agreements.

10.3.3 Process challenges to the payment calculations and process objections to the Settlement in accordance with this Settlement Agreement;

10.3.4 Mail settlement payments to Settlement Class Members, as ordered by the Courts in the Proposed Final Approval Orders, in accordance with this Settlement Agreement, including but not limited to: (i) ensuring that the checks issued to all Settlement Class Members

shall have appropriate agreed-upon release language on the back of each check as well as the statement: “This check cannot be negotiated without a signature.”; and (ii) ensuring that current broker Settlement Class Members who do not sign both the Amendment and Arbitration Agreement are excluded from the settlement.⁵

10.3.5 Convey payment(s) for Attorneys’ Fees and Costs to Class Counsel by wire transfer to Lichten & Liss-Riordan, which will provide wiring instructions to the Settlement Administrator, as ordered by the Courts in the Final Approval Orders, in accordance with the Settlement Agreement;

10.3.6 Mail Service Awards to Named Plaintiffs, as ordered by the Courts in the Final Approval Orders;

10.3.7 Establish, designate, and maintain a Settlement Fund for the Lawsuit as a “qualified settlement fund” under Internal Revenue Code § 468B and Treasury Regulation § 1.468B-1;

10.3.8 Maintain the assets of the Settlement Fund in a non-interest-bearing escrow account segregated from the assets of Defendants and any person related to Defendants;

10.3.9 Obtain employer identification numbers for the Settlement Fund pursuant to Treasury Regulation § 1.468B-2(k)(4);

10.3.10 Prepare and file federal income tax returns for the Settlement Fund, as well as any other tax filings the Class Settlement Fund must make under federal, state, or local law;

10.3.11 Prepare, file, and issue all necessary tax reporting forms for the Settlement Fund, including IRS Forms 1099 regarding the distribution of payments to the Settlement Class Members and Class Counsel as set forth herein;

⁵ Except that any Class Member who inadvertently fails sign the Amendment but not the Arbitration Agreement or vice versa will be contacted by the Settlement Administrator to complete the signatures.

10.3.12 Provide Defendants with copies of all tax reporting and filings made for the Settlement Fund, including copies of the checks and the IRS Forms 1099 issued to Settlement Class Members, and any other documentation to show that the tax reporting and filings were timely transmitted to the claimants and the applicable taxing authorities;

10.3.13 Pay any additional tax liabilities (including penalties and interest) that arise from the establishment and administration of the Settlement Fund solely from the assets of the Settlement Fund without any recourse against Defendants for additional monies;

10.3.14 Liquidate any remaining assets of the Settlement Fund after all payments to the Settlement Class Members and Class Counsel have been made and all tax obligations have been satisfied, and distribute all unclaimed funds to the court-designated *cy pres* beneficiary(ies). To the extent a *cy pres* beneficiary is necessary, the Parties suggest the court designate the following organizations to share equally in any residual funds: The Legal Aid Society of New York City; The Legal Aid Society of Northeastern New York; Community Legal Services of Pennsylvania; and Philabundance.

10.3.15 Provide Defendants and Class Counsel with copies of all signed, dated, and cashed settlement checks and Amendments with the attached Arbitration Agreements.

10.3.16 Notify the Parties that the Settlement Fund will be terminated unless the Parties contact the Settlement Administrator within ten business days.

10.4 The Parties will be jointly responsible for providing the Settlement Administrator with the necessary information to facilitate notice and claims administration (including, but not necessarily limited to, the full legal name, last known address, and dates of contract of each Class Member).

10.5 In the event a Settlement Class Member disputes the accuracy of information upon which settlement payments are calculated, the Settlement Class Member shall provide documentation contrary to the work week count of the Settlement Administrator. The Settlement Administrator shall review any documentation submitted by a Settlement Class Member and consult with the Parties to determine whether an adjustment is warranted. There will be a presumption that Defendants' business records are correct as to the dates a Settlement Class Member was a broker, absent any evidence produced by the Settlement Class Member to the contrary.

10.6 Class Counsel will calculate settlement payments to each Settlement Class Member under this Settlement Agreement and provide this information to the Settlement Administrator for purposes of processing disputes to payment calculations and processing the settlement checks.

10.7 Defendants acknowledge that they are responsible for ensuring that timely notice is mailed to the appropriate entities pursuant to CAFA and agree to work diligently with the Settlement Administrator, who will be responsible for actually sending the required notices, to ensure this notice is sent timely and in the manner prescribed by law.

10.8 The costs of notice and administration of the settlement will be paid outside of the Settlement Fund by Defendants.

11 Notice to the Settlement Class, Objection, Exclusion and Withdrawal Rights

11.1 Within two weeks of the date the last of the respective Courts grants Preliminary Approval of the Settlement, as the Courts may direct, the Parties shall cause the Settlement Notices to be disseminated via U.S. Mail with Tracking pursuant to the Notice Program, in a manner that comports with constitutional due process and the requirements of Rule 23 and Rule 4:32-1, as set forth below:

11.1.1 The Settlement Administrator shall cause the Settlement Notice in the form of Exhibit 2A to be sent to current broker Class Members who are not Named Plaintiffs;

11.1.2 The Settlement Administrator shall cause the Settlement Notice in the form of Exhibit 2B to be sent to former broker Class Members who are not Named Plaintiffs;

11.2 The Parties agree that all Class Members who are not Named Plaintiffs who receive Settlement Notices in the form of Exhibit 2A and 2B shall have a period of forty-five (45) days to file any Exclusion Request or objection.

11.3 Claims administration expenses and notice expenses shall be paid outside of the Settlement Fund by Defendants.

11.4 The Settlement Notices attached in the form of Exhibits 2A and 2B shall comply with the requirements of Rule 23 Rule 4:32-1 and shall:

11.4.1 contain a short, plain statement of the background of the Actions and the proposed Settlement;

11.4.2 describe the proposed Settlement relief as set forth in this Settlement Agreement, including the requests of Class Counsel for Attorneys' Fees and Costs and Service Awards as described in this Settlement Agreement;

11.4.3 inform recipients that, if they do not exclude themselves from the Settlement, they may be eligible to receive relief;

11.4.4 describe the procedures for participating in the Settlement and advising recipients of this Notice of their rights, including their right to exclude themselves from the settlement, or object to the Settlement;

11.4.5 explain the scope of the Release, and the impact of the proposed Settlement Agreement on any existing litigation, arbitration or other proceeding;

11.4.6 state that any relief to Class Members under the Settlement Agreement is contingent on the Courts' Final Approvals of the proposed Settlement Agreement;

11.4.7 explain that Counsel for the Parties may not advise on the tax consequences of participating or not participating in the Settlement;

11.4.8 explain the procedures for opting out of the Settlement and specify that so-called "mass" or "class" opt-outs shall not be allowed; and

11.4.9 provide that any objection to the Settlement Agreement and any papers submitted in support of said objection will be considered only if the Settlement Class Member making an objection is not a Named Plaintiff and has submitted timely notice of his or her intention to do so, with the grounds for the objection, and has served copies of such papers he or she proposes to submit at the Fairness Hearing on Class Counsel and Defense Counsel on or before the Objection Date, as specified in the Settlement Notice.

11.5 Any Settlement Class Member who is not a Named Plaintiff and who intends to object to any aspect of the settlement, including the requested Attorneys' Fees and Costs, or Service Award, must do so on or before the Objection Date. To object, the applicable individual must send the Objection to the Settlement Administrator on or before the Objection Date and include: the name, address, telephone number, and email address of the Person objecting and, if represented by counsel, of his/her counsel. The objecting individual must state, specifically and in writing, all objections and the basis for any such objections and must state whether he/she intends to appear at the Fairness Hearing, either with or without counsel. The Settlement Administrator shall promptly share the Objection with Class Counsel and Defense Counsel and Class Counsel shall promptly file the Objection with the Court. Any applicable individual who fails to file and timely submit and serve a written objection in accordance with this Agreement shall not be permitted to object to the approval

of the Settlement Agreement at the Fairness Hearing. The Parties may take discovery on an expedited basis regarding the objection from the objector and related third parties.

11.6 Prior to the Fairness Hearings, Class Counsel shall provide to the Courts documentation that the Settlement Notices were provided in accordance with the Notice Program.

11.7 A Class Member who is not a Named Plaintiff and who wishes to file an Exclusion Request must do so on or before the Exclusion Date. To exclude himself or herself, the applicable Class Member must complete and send to the Settlement Administrator an Exclusion Request as set forth herein that is post-marked no later than the Exclusion Date. The Exclusion Request must be personally signed by the applicable Class Member requesting exclusion; contain the Class Member's full name, address, and phone number; and contain a statement that indicates a desire to be excluded from the Settlement Class. If the Exclusion Request is emailed to the Settlement Administrator from the email address associated with the Settlement Class Member's broker services, the signature requirement will be waived. So-called "mass" or "class" exclusions on behalf of multiple individuals or groups shall not be allowed.

11.8 Any Class Member who is not a Named Plaintiff and who properly files an Exclusion Request excluding him or herself from the Settlement Class or, for current broker Class Members who fails to sign the Amendment with the attached Arbitration Agreement, shall: (a) not be bound by any orders or judgments entered relating to the settlement, including but not limited to the Release of Claims; (b) not be entitled to relief under, or be affected by, the Settlement Agreement; (c) not gain any rights by the Settlement Agreement; or (d) not be entitled to object to any aspect of the Settlement. For any Class Member who files an Exclusion Request, the statute of limitations for the Class Member's claims will begin to run again upon the Effective Date.

12 Payment from the Settlement Fund

12.1 All settlement payments made to Settlement Class Members under this Settlement Agreement shall be considered non-employee compensation.

12.2 For tax reporting purposes, except as provided in 12.3 below, Defendants, or as applicable the Settlement Administrator, shall report all settlement payments made to Settlement Class Members as non-employee compensation to the Class Members receiving settlement payments and will issue Form 1099s.

12.3 Settlement Class Members will be responsible for reporting such amounts on their tax returns and paying all applicable taxes on such amounts. Settlement Class Members agree to indemnify and hold Class Counsel, the Parties and the Settlement Administrator harmless from any and all liability that may result from, or arise in connection with their failure to file and pay such taxes on any amounts received pursuant to this settlement. No Settlement Funds shall be disbursed from the Settlement Fund until the Effective Date, except for costs payable to the Settlement Administrator for dissemination of Settlement Notice pursuant to the Notice Plan.

12.4 In the event the Actions are not finally dismissed or are vacated or reversed on appeal, all Settlement Funds shall be immediately returned to Defendants.

13 Settlement Fund Allocation

13.1 No Settlement Class Member will be required to submit a claim form to receive a share of the Settlement Fund.

13.2 The Parties agree to allocate to Class Members the Settlement Fund amount less than: the sum of Attorneys' Fees, plus Costs awarded by the Courts; Service Awards to Named Plaintiffs; and payments to current broker Class Members in the amount of \$2,000 in consideration for the Amendment and Arbitration Agreement that is required as a condition of settlement. This remaining

amount shall total approximately five-hundred and twenty-five thousand (\$553,000) and be distributed as Settlement Shares to the Class Members as follows:

13.2.1 Twenty-eight thousand (\$28,000) will be set aside to create a “Dispute Resolution Fund”, which shall be used to: (i) to resolve any bona fide disputes that may arise regarding the calculation and disbursement of Individual Settlement Awards according to the plan of allocation, as provided in the Paragraphs 13.2.2 and 13.2.3, immediately below; and (ii) to disburse Individual Settlement Awards to individuals mistakenly excluded from the Settlement Class. The Dispute Resolution Fund shall be paid from the Total Settlement Amount. Prior to final approval, the Settlement Administrator shall submit an accounting to the Court of the monies that have been allocated from the Dispute Resolution Fund. Following the Objection and Exclusion deadlines, any monies not allocated from the Dispute Resolution Fund shall revert to the general fund for distribution to the Settlement Class pursuant to below Paragraphs 13.2.2 and 13.2.3.

13.2.2 One-third of the remaining Settlement Fund amount, or approximately one hundred and eighty thousand (\$180,000), (“the *Morel* Net Settlement Amount”), will be distributed to those *Morel* Settlement Class Members. pursuant to the following formula: For each week that the *Morel* Settlement Class Member worked during the Covered Period, the *Morel* Settlement Class Member shall receive one (1) settlement share. The total number of settlement shares for the *Morel* Settlement Class Members will

be added together and the resulting sum will be divided into the *Morel* Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each individual's number of settlement shares to determine each individual's Settlement Award. Each Collective Member shall receive no less than a minimum Settlement Award of \$250.

13.2.3 Two-thirds of this amount, or three hundred and sixty thousand (\$360,000) ("the *Colina* Net Settlement Amount"), will be distributed to those *Colina* Settlement Class Members pursuant to the following formula: For each week that the *Colina* Settlement Class Member worked during the Covered Period, the *Colina* Settlement Class Member shall receive one (1) settlement share. The total number of settlement shares for the *Colina* Settlement Class Members will be added together and the resulting sum will be divided into the *Colina* Net Settlement Amount to reach a per share dollar figure. That figure will then be multiplied by each individual's number of settlement shares to determine each individual's Settlement Award. Each Collective Member shall receive no less than a minimum Settlement Award of \$250.

13.2.4 The Parties agree that the above allocation and formulas most fairly take into account the Class Members' potential recovery were they to proceed to trial on their employment claims.

13.3 Checks will be negotiable for 180 days. Ninety (90) days and one hundred and twenty (120) days after mailing, the Settlement Administrator will review the Settlement Fund account for uncashed checks and attempt to contact Settlement Class Members who have not cashed their checks

to remind them of the negotiable period. If the Settlement Class Member requests a new check, the Settlement Administrator will void the original check and reissue a check negotiable for forty-five (45) days. Checks that are not cashed within the negotiable period will not result in unclaimed property under state-law. Any unclaimed funds shall be paid to the court-approved *cy pres* beneficiary or beneficiaries.

13.4 The Named Plaintiffs may petition the Court in each Action for approval of Service Awards in the amount of \$10,000 per Named Plaintiff in recognition of their time and efforts in serving the Class by helping Class Counsel formulate claims and assisting in the Actions and settlement process. Defendants will not object to the Named Plaintiffs' petition for Service Awards. These Service Awards are separate from and in addition to the shares of the Settlement Fund that the Named Plaintiffs may be eligible to receive as Settlement Class Members, although the payments will be made from the Settlement Fund. As a condition of receiving such Service Awards, Named Plaintiffs agree that they may not exclude themselves from this settlement and agree to sign a general release of all claims. Final approval of the Agreement is not contingent upon the Courts granting the requested Attorneys' Fees and Costs and Service Awards in full.

13.5 Except as otherwise noted, the allocations described in 13.2 will be performed solely by Class Counsel and are subject to Court approval.

13.6 Defendants and Defense Counsel will cooperate with Class Counsel to provide information from Defendants' records for purposes of locating persons in the Class and in determining the values to be used in calculating each Settlement Class Member's share of the Settlement Fund.

14 Attorneys' Fees and Costs

14.1 Class Counsel agrees to make an application to the Court in each Action for an award of Attorneys' Fees and Expenses in the Actions, and Defendants agree not to oppose such application. This application shall be filed prior to the objection deadline, and supplemented prior to the Final Approval Hearing. If awarded by the Court in each Action, the Settlement Administrator shall pay Class Counsel directly within ten (10) days of the Effective Date.

15 Miscellaneous Provisions

15.1 The Parties agree to take all steps as may be reasonably necessary to secure approval of the Settlement Agreement in each Action, to the extent not inconsistent with its terms, and will not take any action adverse to each other in obtaining Court approval, and, if necessary, appellate approval of the Settlement Agreement in all respects.

15.2 This Settlement Agreement, and any payments made pursuant to it, including payments made pursuant to the claim procedures set forth herein, will have no effect on the eligibility or calculation of benefits of current or former brokers not covered by this Settlement Agreement.

15.3 The Named Plaintiffs and Defendants' signatories hereby represent that they are fully authorized to enter this Settlement Agreement and bind the Parties hereto to the terms and conditions hereof.

15.4 The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by

order of the Court, or otherwise, to implement and support this Settlement Agreement and the terms and conditions set forth herein.

15.5 Class Counsel will use their best efforts for, will cooperate with Defense Counsel on, and will exercise good faith in obtaining the most participation possible in the settlement and to otherwise implement and support this Settlement Agreement and the terms and conditions set forth herein.

15.6 As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendants and Defense Counsel, take all necessary steps to secure the respective Courts' final approvals of this Settlement Agreement in each Action.

15.7 The Parties agree to a stay of all proceedings in each Action, except such proceedings as may be necessary to complete and implement the Settlement Agreement, pending Final Court Approvals of the Settlement Agreement.

15.8 This Settlement Agreement shall be interpreted and enforced under federal law and under the laws of the State of New Jersey without regard to its conflicts of law provisions.

15.9 Defendants will not communicate with Settlement Class Members about the settlement, except to direct questions to Class Counsel or the Settlement Administrator.

15.10 Upon stipulation or with Court approval, the Parties may alter the above dates or time periods. The Parties may also make other non-substantive revisions to the Settlement Notice or other documents as necessary.

15.11 All the Parties acknowledge that they have been represented by competent, experienced counsel throughout all arms-length negotiations which preceded the execution of this Settlement Agreement and that this Settlement Agreement is made with advice of counsel who have jointly prepared this Settlement Agreement.

15.12 The terms of this Settlement Agreement are confidential until it is filed in the Courts. Even after the Settlement Agreement is filed with the Courts, the Parties agree to keep the amounts paid to each individual Settlement Class Member confidential. This includes not publicizing or disclosing the specific monetary amounts each individual is to receive under this settlement, either directly or indirectly, that is, through agents, attorneys, or any other person or entity, either in specific or as to general existence or content, to any media, including on the internet and social media including, but not limited to Facebook, Twitter, MySpace, personal blogs and websites, the public generally, or any individual or entity. Notwithstanding the above, counsel for any party may take actions to implement this Settlement Agreement, including publicly filing it with the applicable Courts and issuing Court-approved Notices. Further, notwithstanding the foregoing, Settlement Class Members and Class Counsel may also disclose information concerning this Settlement Agreement to their respective immediate families, counsel, and tax advisors who have first agreed to keep said information confidential and to not disclose it to others, and Class Counsel may disclose information to courts in connection with declarations supporting adequacy as class counsel. The foregoing shall not 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 and shall not prohibit or restrict Settlement Class Members or Class Counsel from responding to any inquiry about this Settlement Agreement or the Action(s) or its underlying facts and circumstances by any governmental agency, or any regulatory organization. To the extent permitted by law, with respect to any such disclosure pursuant to the foregoing sentence, each Settlement Class Members and Class Counsel shall provide Defendants with as much notice as possible of any request to make any above-described disclosure, and will use best efforts to ensure that if such disclosure occurs it will occur in a manner designed to maintain the confidentiality of

this Settlement Agreement to the fullest extent possible. Finally, notwithstanding the foregoing, Defendants may disclose the specific financial terms of this Agreement for legal, accounting, and legitimate business purposes, in accordance with their usual business practice, and otherwise as required by law.

15.13 The Parties to this Settlement Agreement participated jointly in its negotiation and preparation. Accordingly, it is agreed that no rule of construction will apply against any Party or in favor of any Party, and any uncertainty or ambiguity will not be interpreted against one Party and in favor of the other.

15.14 The terms and conditions of this Settlement Agreement constitute the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Actions. The Named Plaintiffs, on their own behalf and on behalf of the Settlement Class they represent, and Defendants accept entry of this Agreement based solely on its terms, and not in reliance upon any representations or promises other than those contained in this Settlement Agreement. This Settlement Agreement may be modified only by writing and signed by the original Named Plaintiffs and by duly authorized representatives of Defendants and approved by the Courts.

15.15 This Settlement Agreement and the attachments hereto contain the entire agreement between the Parties relating to the Settlement Agreement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or a party's legal counsel, are merged in this Settlement Agreement. No rights may be waived except in writing. Notwithstanding the foregoing, however, nothing in this Settlement Agreement shall otherwise affect or alter the rights and obligations of the Parties or Settlement Class Members, as set forth in their Broker Agreements.

15.16 This Settlement Agreement may be executed in one or more actual or electronically reproduced counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals.

15.17 In the event one or more of the provisions contained in this Settlement Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect the same shall not affect any other provision of this Settlement Agreement but this Settlement Agreement shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein.

15.18 This Settlement Agreement shall be binding upon the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

15.19 In the event of conflict between this Settlement Agreement and any other document prepared pursuant to the settlement, the terms of the Settlement Agreement supersede and control. Captions in this Settlement Agreement are for convenience and do not in any way define, limit, extend, or describe the scope of this Agreement or any provision in it.

15.20 Unless otherwise stated herein, any notice to the Parties required or provided for under this Settlement Agreement will be in writing and may be sent by electronic mail, hand delivery, or U.S. mail, postage prepaid, as follows:

If to Class Counsel
Harold Lichten, Esq.
Lichten & Liss-Riordan, P.C.
729 Boylston St, #2000
Boston, MA 02114

If to Defense Counsel
Margaret Santen, Esq.
OGLETREE, DEAKINS, NASH, SMOAK
& STEWART, P.C.
201 South College Street
Charlotte, NC 28244

16 Named Plaintiffs' Certifications

The Named Plaintiffs hereby certify that:

- a) They have signed this Settlement Agreement voluntarily and knowingly in exchange for the consideration described herein, which Named Plaintiffs acknowledge is adequate and satisfactory and beyond that to which Named Plaintiffs are otherwise entitled;
- b) They have been advised by Class Counsel and have consulted with Class Counsel before signing this Settlement Agreement; and
- c) They have been given adequate time to review and consider this Settlement Agreement and to discuss it with Class Counsel; Neither Defendants nor any of the Releasees have made any representations to Named Plaintiffs concerning the terms or effects of this Settlement Agreement other than those contained herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Settlement Agreement to be executed:

CLASS COUNSEL:

DATED: 11/02/22



Harold L. Lichten, Esq
Lichten & Liss-Riordan, P.C.



Anthony L. Marchetti, Jr., Esq.
Marchetti Law, P.C.



Ravi Sattiraju., Esq.
Sattiraju & Tharney, LLP

NAMED PLAINTIFFS:

Dated: 11/1/2022 Plaintiff Anneris Morel


Dated: 11/1/2022 Plaintiff Hugo Morel Tavaerez


Dated: 10/17/2022 Plaintiff Annette Colina


DEFENDANT:

Dated: 11-7-22

Defendant Goya Foods, Inc.

By: [Signature]

Its: SVP

Dated: 11-7-22

Defendant A.N.E. Service, Inc.

By: [Signature]

President

Its: Executive VP

DEFENSE COUNSEL:

Dated: _____

~~Ryan T. Warden, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.~~

~~Kevin P. Hishta, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.~~

~~Margaret Santen, Esq.
Ogletree, Deakins, Nash, Smoak & Stewart,
P.C.~~