

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION**

GILBERTO ROSALES and HECTOR)	
JOSE POLANCO-ALVAREZ,)	
<i>individually and on behalf of themselves</i>)	Civil Action No. 3:20-cv-00916-HEH
<i>and others similarly situated,</i>)	
)	
Plaintiffs,)	
)	
vs.)	
)	
CAPITAL INTERIOR)	
CONTRACTORS, INC.; GTO)	
DRYWALL, LLC; and RDIC, INC,)	
)	
Defendants.)	

SETTLEMENT AGREEMENT AND RELEASE

1. This Settlement Agreement and Release (the “Settlement Agreement,” “Settlement” or “Agreement”) is entered into between Plaintiffs Gilberto Rosales and Hector Jose Polanco-Alvarez (“Named Plaintiffs”), and those similarly situated individuals who have also signed this Agreement (having been entitled to do so), and Defendants GTO Drywall LLC (“Defendant GTO”), RDIC, Inc. (“Defendant RDIC”), and Capital Interior Contractors, Inc. (“Defendant CIC”) subject to the approval of the Court. The Named Plaintiffs and the other Plaintiffs who have signed this Agreement are collectively referred to as the “Settling Plaintiffs.” Defendant GTO, Defendant RDIC, and Defendant CIC may collectively be referred to as “Defendants.” Settling Plaintiffs and Defendants may be referred to collectively as the “Parties.”

RECITALS

2. On December 1, 2020, Named Plaintiffs filed a Collective and Class Action Complaint against Defendants alleging violations of the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.* (“FLSA”) and Virginia Code 40.1-28.7:7. (Dkt. No. 1.) Named Plaintiffs later filed an Amended Complaint and, on February 17, 2021, a Second Amended Collective Action Complaint. The Second Amended Collective Action Complaint asserted only FLSA claims against Defendants.

3. Defendants filed separate Answers with affirmative defenses to the Second Amended Collective Action Complaint, denying liability. (Dkt. Nos. 27, 29, & 30.) Defendant CIC also asserted in its Answer that it was not a joint employer with Defendant GTO and/or Defendant RDIC. (Dkt. No. 27.)

4. The Parties engaged in settlement negotiations after the filing of an initial scheduling order, and Defendants produced numerous documents reflecting payroll data for the Settling Plaintiffs, and others who worked for Defendant GTO and/or Defendant RDIC, and/or on projects where Defendant CIC was a contractor.

5. As a result of the Parties' settlement discussions and arms' length negotiations, with the assistance of counsel, the Parties reached a settlement in principle on September 24, 2021, which is reflected in this Settlement Agreement.

6. Named Plaintiffs, by counsel, have made a thorough and independent investigation of the facts and law relating to the allegations in the Action. In agreeing to this Settlement Agreement, Named Plaintiffs have considered: (a) the facts developed during informal discovery and the Parties' settlement discussions and the law applicable thereto; (b) the attendant risks of continued litigation and the uncertainty of the outcome of the claims alleged against Defendants; and (c) the desirability of consummating this Settlement according to the terms of this Settlement Agreement. Named Plaintiffs, through counsel, have concluded that the terms of this Settlement are fair, reasonable and adequate, and that it is in the best interests of Named Plaintiffs and the Eligible Settling Plaintiffs (as defined below) to settle their claims against Defendants pursuant to the terms set forth herein.

7. Defendants deny the allegations in the Action and deny any liability for alleged failure to pay overtime compensation or any alleged wage payment, wage and hour or similar violation, and that they were joint employers with any other defendant or any other entity or person. This Settlement Agreement and all related documents are not and shall not be construed as an admission by any of Defendants or any of the Defendant Releasees (as defined below) of any fault, liability, wrongdoing, employer or joint employer status, or any other fact or legal conclusion, all of which Defendants expressly deny.

8. The Parties agree that Court approval of this Settlement is required to effectuate the Settlement, and that the Settlement will not become operative until the Court grants final approval of it, the Settlement becomes final, and the Effective Date occurs.

9. The Parties stipulate and agree that this Settlement is by and between only those who expressly choose to be bound by it (on behalf of themselves and their heirs, beneficiaries, executors, agents, employees, directors, officers, administrators, representatives, members, shareholders, successors, transferees, predecessors, assigns, attorneys, sureties, or any corporation or any entity with which any party may merge, consolidate or reorganize) and that no other person is bound by the releases provided or can gain the benefits of this Agreement. Accordingly, the Parties stipulate and agree that no notice or conditional collective action certification pursuant to 29 U.S.C. § 216(b) is required.

10. Subsequent to the Named Plaintiffs agreeing to settle this matter but prior to the execution of this written agreement Plaintiff Hector Jose Polanco died. Having agreed to the material terms of this agreement before his death, Hector Jose Polanco (and his heirs, assigns, personal representatives, executors, administrators, and successors in interest) shall be deemed a Party to this Agreement. The making of such payment by Defendants shall fully release all of Mr. Polanco's claims or potential claims against Defendants to the same extent as the claims of all other Settling Plaintiffs are released and the Parties agree that a provision to this effect should be included in any final order.

11. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the others, IT IS

HEREBY AGREED, by and between the undersigned, subject to the final approval of the Court and the other conditions set forth herein, that Settling Plaintiffs' claims as described herein against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice; that the Second Amended Collective Action Complaint shall be dismissed with prejudice pursuant to this Agreement; that all claims released by and through this Agreement shall be finally and fully compromised, settled and dismissed as to Defendants and Releasees, in the manner and upon the terms and conditions set forth below; and that the rights of any person who is not a Settling Plaintiff are not adversely affected by this Settlement or this lawsuit.

DEFINITIONS

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

- a. "Action" means the above captioned Action.
- b. "Court" means the United States District Court for the Eastern District of Virginia.
- c. "Defendants" means GTO Drywall, LLC; RDIC, Inc.; and Capital Interior Contractors, Inc.
- d. "Defendant CIC" means Capital Interior Contractors, Inc.
- e. "Defendant GTO" means GTO Drywall, Inc.
- f. "Defendant RDIC" means RDIC, Inc.
- g. "Defendants' Counsel" means (i) Cozen O'Connor and Hirschler Fleischer on behalf of Capital Interior Contractors, Inc.; and (ii) PilieroMazza on behalf of GTO Drywall, LLC and RDIC, Inc.
- h. "Defendant Releasees" means Defendants and their present and former parent companies, subsidiaries, affiliates, divisions, and joint ventures, and all of its and their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, executors, administrators, general partners, limited partners, real or alleged alter egos, predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, partners, profit sharing, savings, health and other employee benefit plans of any nature, the successors of such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on its or their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals. Defendant Releasees does not include any subcontractor of any Defendant that is not principally owned by any Defendant.
- i. "Effective Date" means the first business day after the Court's Final Approval Order.
- j. "Eligible Settling Plaintiffs" means all those persons who are listed on

Exhibit A to this Agreement and are, consequently, entitled to become Settling Plaintiffs should they sign this Agreement.

k. “Fee Award” means the award of attorneys’ fees that the Court authorizes (or that the Parties agree on), if any, to be paid to Plaintiffs’ Counsel for the services they rendered to the Settling Plaintiffs in the Action. As provided for in this Agreement, the amount of the Fee Award is not currently agreed upon.

l. “Final Approval” or “Final Approval Order” means the Court’s Final Approval Order approving the Settlement and dismissing the operative Complaint with prejudice in accordance with terms of this Settlement Agreement.

m. “Final Approval Hearing” means the hearing to be held by the Court to consider the final approval of the Settlement, if the Court decides to hold such a hearing.

n. “Named Plaintiffs” means Gilberto Rosales and Hector Jose Polanco-Alvarez (or his estate).

o. “Parties” means the Settling Plaintiffs and the Defendants.

p. “Plaintiffs’ Counsel” means Handley Farah & Anderson PLLC and The Kaplan Law Firm.

q. “Settling Plaintiffs” means collectively the Named Plaintiffs and all other persons listed on Exhibit A to this Agreement who have signed this Agreement.

r. “Relevant Period” is the time period from December 1, 2017, which is three years prior to the filing of the original Complaint in this Action, to the present.

s. “Settlement Award” means the payment that the Settling Plaintiffs shall be entitled to receive pursuant to the terms of this Agreement, assuming compliance with the obligations of this Agreement and the approval of the Court.

t. “Settling Plaintiffs Released Claims” is defined below in Paragraph 14.

RELEASES

13. In exchange for the consideration set forth in this Settlement Agreement, Settling Plaintiffs release Defendant Releasees.

14. **Settling Plaintiffs’ Released Claims:** By executing this Agreement, and provided that the Court grants Final Approval of the Agreement, Settling Plaintiffs shall and hereby do release and discharge Defendant Releasees, finally, forever and with prejudice of any and all claims asserted in the operative Complaint as well as any and all claims, actions, suits, debts, liabilities, obligations, promises, agreements, controversies, damages, and expenses of any nature, in law or equity, known or unknown, including claims for fees or costs or status as a prevailing party, which Settling Plaintiffs have had or may have had up until the date of this Agreement against Defendants or Defendant Releasees; particularly, but without limitation, Settling Plaintiffs

release any and all claims Settling Plaintiffs have had or may have had against Defendants or Releasees relating to their work or any employment (or purported employment) relationship, any claims which could have been the subject matter of the Action, any claims for violation of any federal, state, or local law or ordinance or court decision, any claim under common law, any claim under federal or state law for unpaid overtime, state wage and hour, and related common law claims against Defendants that accrued during their work with Defendants (or any of them) during the Relevant Period, including, without limitations, all federal or state law claims for unpaid straight-time wages, unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses, and any and all other claims available under the Fair Labor Standards Act or Virginia contractor misclassification law, VA. CODE § 40.1-28.7:7.

SETTLEMENT IMPLEMENTATION

15. **Final Approval.** After review of the motion by Defendants, Named Plaintiffs shall file a motion (with Defendants consenting to the relief requested) with the Court for Final Approval of this Settlement Agreement to determine final approval of the settlement and to enter a Final Approval Order. As part of the Final Approval motion and proposed Order, the Parties stipulate and agree that the Court should:

- a. for purposes of settlement only, certify this Action as an FLSA collective action under 29 U.S.C. § 216(b) only for the Settling Plaintiffs;
- b. finally approve the Settlement and its terms as fair, reasonable and adequate;
- c. direct that the settlement funds be distributed in accordance with the terms of this Settlement Agreement;
- d. direct that the Action and operative Complaint be dismissed finally, fully, forever and with prejudice, and in full and final discharge of any and all Released Claims, though such a dismissal with prejudice shall not be construed as an adjudication on the merits of the claims of any Eligible Settling Plaintiffs who decline to join in this Agreement; and
- e. retain continuing jurisdiction over this Action for purposes of: (i) overseeing all settlement administration matters to the extent necessary; (ii) determining the Fee Award, if the Parties cannot agree on the amount of the Fee Award; (iii) entering a final order regarding the Fee Award amount upon the Parties' stipulation, if the Parties can agree on the amount of the Fee Award; and (iv) for any other purpose the Court sees fit.

SETTLEMENT FUNDS AND AWARDS AND THEIR CALCULATION

16. **Damages and their Allocation for Tax Purposes.** Eligible Settling Plaintiffs who chose to become Settling Plaintiff are entitled to receive the Settlement Award set out for that person in Exhibit A to this Agreement. The parties, in good faith, have agreed that the allocation of such payments for tax purposes set out for each Eligible Settling Plaintiff in Exhibit A between wages (identified as W-2 payments) and payments other than wages (identified as 1099 payments) is reasonable, appropriate and consistent with the relevant facts. Settling Plaintiffs shall be solely

and exclusively responsible for any tax liability or obligations arising out of the 1099 payments.

17. **Explanation of Damages Calculations.** Settling Plaintiffs shall be paid their Settlement Award set out in Exhibit A, notwithstanding any other amount that would result from application of this paragraph. Nevertheless, for informational purposes, this paragraph (including its subparagraphs) sets out how the Parties calculated the Settlement Awards:

- a. For purposes of damages calculations the term “Base Amount” shall mean, for a particular individual, the maximum dollar amount that could potentially be considered as unpaid overtime wages (an amount which Defendants do not concede as being owed, unpaid, or due) as measured by multiplying 1.5x the regular rate for that individual by the maximum number of potential hours over 40 in a workweek that Defendant GTO or Defendant RDIC (as the case may be) has calculated that said individual may have worked for GTO and/or RDIC (which Defendants do not concede as having been worked or unpaid or entitled to overtime). Only the Base Amount shall be treated as wages for tax purposes. The term “Liquidated Damages Amount” shall mean the dollar amount that is equal to the Base Amount for a particular individual.
- b. Settling Plaintiffs who worked for Defendant GTO shall be paid an amount equal to the Base Amount, the Liquidated Damages Amount, and an additional sum of Four Hundred Dollars (\$400.00).
- c. Settling Plaintiffs who worked for Defendant RDIC shall be paid an amount equal to the Base Amount, the Liquidated Damages Amount, and an additional sum of Four Hundred Dollars (\$400.00).
- d. Settling Plaintiffs who worked within the Relevant Period but did not work for Defendant GTO or Defendant RDIC shall be paid the sum of Five Hundred Dollars (\$500.00).
- e. Named Plaintiffs shall be paid a service award of Five Hundred Dollars (\$500.00) for their prosecution to this Action.
- f. Plaintiffs who did not work over 40 hours in any workweek while employed by GTO or RDIC, as determined by GTO and RDIC records, and who consequently are not listed on Exhibit A, are not entitled to or eligible for a Settlement Award; shall not receive any distribution from this Settlement; and do not release any claims against any party or person.

18. **Manner of Payment and Disbursement of Settlement Awards.**

a. **Manner of Payment.** Defendants shall be responsible for transferring the associated portions of the Settlement (as set out in Exhibit A) to Plaintiffs’ Counsel within thirty (30) days after both Final Approval and receipt of the below-referenced Tax Documents for each Settling Plaintiff.

b. **Tax Documentation.** Unless expressly agreed otherwise in writing, Plaintiffs' counsel shall provide to Defendants federal W-4 and W-9 forms and Virginia form VA-4 forms from all Settling Plaintiffs ("Tax Documents") within thirty (30) days after Final Approval. In the event any Settling Plaintiffs may need additional time to obtain a tax identification number, Plaintiffs' Counsel shall notify Defendants' Counsel in writing. In such cases, such individuals shall be granted a reasonable additional amount of time to provide the Tax Documents. The need of any Settling Plaintiff for such additional time does not permit the delay of any other payment that is owed pursuant to this Agreement. If any Settling Plaintiff does not provide, within one hundred eighty (180) days of Final Approval, the W-4 and VA-4 forms then Defendants shall have no obligation to pay wages, and if any Settling Plaintiff does not provide the W-9 form (or a W-9 form with "applied for" in Taxpayer Identification Number section), then Defendants shall have no obligation to make payments other than wages. Notwithstanding any other provision of this Agreement, under no circumstances shall anything in this Agreement be interpreted to require the making of any payment that, under applicable tax law, cannot be lawfully paid.

c. **Place and Form of Payment.** Defendants shall pay the Settlement Awards by delivering to Handley Farah & Anderson PLLC, 200 Massachusetts Avenue, NW, 7th Floor, Washington, DC 20001, checks, backed by sufficient funds, made out to the individual Settling Plaintiffs (except for those who have not yet provided Tax Documents) in the amounts indicated at Exhibit A. Amounts due as wages (W-2 payments) and amounts due for non-wages (1099 payments) shall be paid by separate checks. W-2 checks shall have all legally required deductions. 1099 payments shall have no deductions taken from them. Defendants shall comply with any obligations that they may have to provide, at an appropriate time, W-2 and 1099 forms to Settling Plaintiffs.

d. **Stay in Event of Appeal.** If the Court issues a Final Approval Order but that order is timely appealed Defendants shall not be required to make any payments under this Agreement absent a court order to the contrary.

e. **Disbursement by Plaintiffs' Counsel.** Plaintiffs' counsel shall be responsible for distributing Settlement Award checks to the Settling Plaintiffs.

19. **No Liability for Allocation.** Plaintiffs' Counsel and Defendants' Counsel do not intend for this Settlement Agreement to constitute legal advice relating to the tax liability of persons receiving a Settlement Award. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

CONSENT TO SETTLEMENT AND ALLOCATION

20. Each Settling Plaintiff understands and agrees that this Agreement resolves the claims of all Settling Plaintiffs. The Agreement provides that each Settling Plaintiff shall receive an amount of monetary compensation based on a plan of allocation, which divides the amount available for damages among the Settling Plaintiffs. Plaintiffs' Counsel agreed to this based on the information available to them regarding the specific claims of each Settling Plaintiff. Plaintiffs' counsel believes that the proposed plan of distribution, and the provision providing for payment

of attorneys' fees are fair and reasonable for all Settling Plaintiffs. No person shall have any claim against Defendants, any Settling Plaintiff, Plaintiffs' Counsel, or Defendants' Counsel based on the allocation of payments between the Settling Plaintiffs set out in this Settlement Agreement.

FEE AWARD

21. **General.** In addition to the Settlement Awards due to the Settling Plaintiffs, Defendants agree to be jointly and severally liable to Plaintiffs' Counsel for the Fee Award, which is the award of attorneys' fees that the Court authorizes (subject to Defendants' appeal rights) or that the Parties agree on to be paid to Plaintiffs' Counsel for the services rendered to Settling Plaintiffs. The Fee Award shall be made payable to Plaintiffs' counsel and shall be delivered within twenty (20) days after its amount is determined, unless appealed, in which case the Fee Award shall be delivered within twenty (20) days after all appeals have been concluded. Plaintiff's counsel or any of them shall provide specific payment instructions which Defendants shall be entitled to rely on.

22. **Determination of Fee Award.** Plaintiffs' Counsel will provide Defendants' Counsel with billing records and other documents sufficient to support their requested Fee Award, and the Parties will then engage in separate negotiations over the Fee Award. The provision of billing records and other documents to support the requested Fee Award shall not be deemed to be a waiver of the attorney/client privilege and/or work product doctrines and/or any other protection or privilege by Plaintiffs' Counsel. The Parties' goal is to agree on the amount of the Fee Award without the need for motion practice. In the event that the Parties are able to agree on the amount of the Fee Award within seven (7) days after Final Approval, then Plaintiffs' Counsel will file an appropriate stipulation or Unopposed Motion for Attorney's Fees. In the event that the Parties are unable to agree on the amount of the Fee Award, however, Plaintiffs' Counsel will file a contested motion, within twenty five (25) days after Final Approval, with the Court to determine the Fee Award, Defendants will respond, and the Court will resolve the issue as provided for in the FLSA for prevailing plaintiffs.

MISCELLANEOUS

23. **No Admission of Liability.** Defendant GTO, Defendant RDIC, and Defendant CIC strongly dispute any allegation that hours worked were unpaid; that the Named Plaintiffs or Opt-In Plaintiffs or Eligible Recipients are owed or due any money for unpaid overtime; that any overtime wages due were not paid; that a joint employment relationship exists; or that they violated the Fair Labor Standards Act, Virginia contractor misclassification law, or any other statute, regulation, law, or ordinance. The Parties have a bona fide dispute over whether wages are or were due and unpaid; over the number of hours allegedly worked; whether an employment or joint employment relationship ever existed; and whether liability exists against the Defendants. Nevertheless, and notwithstanding their disputes, the Parties have entered into this Agreement for the purpose of resolving the action and avoiding the uncertainty and expense associated with further litigation of the matters raised in the operative Complaint. Accordingly, this Settlement Agreement and all related documents are not and shall not be construed as an admission by any of the Defendants or any of the Defendant Releasees of any fault or liability or wrongdoing, or as an admission by Defendant GTO or Defendant RDIC of any fault or wrongdoing of any kind, or that any employment relationship existed, or that any hours worked were unpaid or that any unpaid

overtime exists or is due, or as an admission by Defendant CIC of joint employment with Defendant GTO and/or Defendant RDIC and/or any other entity or employer or person.

24. **Defendants' Legal Fees.** Defendants' respective legal fees and expenses in this Action shall be borne by Defendants as applicable.

25. **Nullification of the Settlement Agreement.** In the event: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become Final for any other reason; or (c) the Effective Date does not occur; the Parties agree to engage in follow up negotiations with the intent of resolving the Court's concerns that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days. If the Settlement is not approved as resubmitted or if the Parties are not able to reach another agreement, then either Party may void this Agreement; at that point, the Parties agree that each shall return to their respective positions on the day before this Agreement and that this Agreement shall not be used in evidence or argument in any other aspect of their litigation.

26. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this Action, or enforcing its terms (including that claims were settled and released), resolving an alleged breach, or for resolution of other tax or legal issues arising from a payment under this Settlement Agreement, neither this Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

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

28. **Interim Stay of Proceedings.** The Parties agree to hold in abeyance all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement. And, without further order of the Court, the Parties hereto may agree in writing to reasonable extensions of time to carry out any of the provisions of the Settlement.

29. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors in interest. This Agreement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

30. **Entire Settlement Agreement.** This Agreement with its exhibit constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, including the Tolling Agreement between Named

Plaintiffs and Defendants (except as it may protect the rights of any person who is not a Settling Plaintiff), and any extensions thereof (which concluded October 4, 2021), are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise, representation or warranty, express or implied, not contained in this Agreement. No rights hereunder may be waived except in writing.

31. **Authorization to Enter Into Settlement Agreement.** The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to effect the implementation of the Agreement. In the event that the Parties are unable to reach resolution on the form or content of any document needed to implement this Agreement, or on any supplemental provisions or actions that may become necessary to effectuate the terms of this Agreement, the Parties shall seek the assistance of a mediator or magistrate judge to resolve such disagreement or request that the Court resolve the issue.

32. **Binding on Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Parties to it and to their heirs, beneficiaries, executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any party may merge, consolidate or reorganize. The Parties hereto represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

33. **Counterparts.** This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument. All executed copies of this Agreement, and photocopies thereof (including facsimile and/or emailed copies of the signature pages), shall have the same force and effect and shall be as legally binding and enforceable as the original.

34. **Electronic Signatures.** Whenever a person or party is required to sign this Agreement the person or party may use DocuSign, or an equivalent electronic signature service or system designed to capture the electronic signature of that person.

35. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties, and reflect a settlement that was reached voluntarily based upon adequate information and sufficient discovery and after consultation with experienced legal counsel.

36. **Mediation.** The Parties agree that, if there arises any dispute between Settling Plaintiffs and Defendants after entry of the Final Order which arises under or is related to this Agreement Defendants may promptly insist that such dispute shall be addressed first by mediation with the McCammon Group as a condition precedent to litigation, provided that Defendants agree to pay and actually pay the costs of such mediation.

37. **Governing Law.** All terms of this Settlement Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the Commonwealth of Virginia.

38. **Jurisdiction of the Court.** The Court shall retain jurisdiction with respect to the orders and judgments entered in connection with the terms of this Settlement, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

39. **Breach of Agreement.** The Parties agree that a material breach of any of the promises and covenants contained or referenced in this Agreement shall entitle the injured Party (or Plaintiff's counsel enforcing a claim to the attorneys' fees that are provided for in this Agreement) to any and all remedies available at law or in equity and to reasonable attorneys' fees, costs and litigation expenses incurred in enforcing any provision of or any right contained in this Agreement, unless otherwise prohibited by statute or regulation.

[NO FURTHER AGREEMENT TEXT; SIGNATURE PAGES AND EXHIBIT A FOLLOW]

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

APPROVED AS TO FORM BY PLAINTIFFS' COUNSEL:



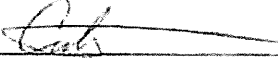


Date: December 22, 2021

Rachel Nadas, VSB # 89440
HANDLEY FARAH & ANDERSON PLLC
777 6th Street, NW – Eleventh Floor
Washington, DC 20001
rnadas@hfajustice.com



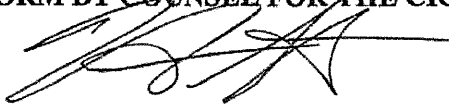
Date: December 22, 2021

Matthew B. Kaplan, VSB # 51027
THE KAPLAN LAW FIRM
1100 N Glebe Rd, Suite 1010
Arlington, VA 22201
mbkaplan@thekaplanlawfirm.com


DEFENDANT CIC: 
Capital Interior Contractors, Inc.
By: 
Title: 

Date: 11-10-21, 2021

APPROVED AS TO FORM BY COUNSEL FOR THE CIC DEFENDANTS:


Nathaniel L. Story (VSB No. 77364)
Hirschler Fleischer
A Professional Corporation
The Edgeworth Building
2100 East Cary Street (23223)
Post Office Box 500
Richmond, Virginia 23218-0500
E-mail: nstory@hirschlerlaw.com

Date: 12.20, 2021


George Voegele, Jr.
Jason Cabrera
COZEN O'CONNOR
1650 Market Street, Suite 2800
Philadelphia, PA 19103

Date: 12/20, 2021

DEFENDANT GTO: [Signature] Date: 12-15-21, 2021
GTO Drywall LLC
By: Rosalinda Torres
Title: Secretary

DEFENDANT RDIC: _____ Date: _____, 2021
RDIC, Inc
By: _____
Title: _____

APPROVED AS TO FORM BY COUNSEL FOR THE GTO & RDIC DEFENDANTS:

_____ Date: _____, 2021
Matthew E. Feinberg
PILIEROMAZZA PLLC
mfeinberg@pilieromazza.com

DEFENDANT GTO: _____
GTO Drywall LLC
By: _____
Title: _____

Date: _____, 2021

DEFENDANT RDIC: Osman Lainez
RDIC, Inc
By: [Signature]
Title: owner

Date: 11/15/, 2021

APPROVED AS TO FORM BY COUNSEL FOR THE GTO & RDIC DEFENDANTS:

Matthew E. Feinberg
PILIEROMAZZA PLLC
mfeinberg@pilieromazza.com

Date: _____, 2021

DEFENDANT GTO: _____

Date: _____, 2021

GTO Drywall LLC

By: _____

Title: _____

DEFENDANT RDIC: _____

Date: _____, 2021

RDIC, Inc

By: _____

Title: _____

APPROVED AS TO FORM BY COUNSEL FOR THE GTO & RDIC DEFENDANTS:


Matthew E. Feinberg
PILIEROMAZZA PLLC
mfeinberg@pilieromazza.com

Date: December 1, 2021

Plaintiffs [signatures on following pages]:

Jose Arnulfo Romero Villatoro

Ramon Antonio Mejia

Luis Manuel Brenes Corales

Marcos Antonio Cabrera Diaz

Wilfrido Jimenez Martinez

Carlos Anibal Bedoya

Gabriel Barrelleza Dominguez

Javier Antonio Galeas Carcamo

Felix Marizela Solis Bonilla

Gilberto Rosales

Franklin Morazan

Josue Esteban Canahui Morales

Jorge Colin-Garfias

Maribel De la Cruz Umanzor Zavaleta

Everth Castillo Requeno

Chelston Juarez Picon

Jennifer Munoz, as mother and next friend to E.T. and H.P., successors in interest to Hector Jose Polanco-Alvarez

Jeronimo Chavez Candido

William Alexander Salgado

Martir Galeano

Elvin Javier Moreno

Juan Fernando Cruz

SETTLING PLAINTIFF:


Name: Jose Arnulfo Romero Villatoro

Signature: 

Date: 11/23/2021

SETTLING PLAINTIFF:

Name: Ramon Antonio Mejia

Signature: 

Date: 12/01/2021

SETTLING PLAINTIFF:


Name: Luis Manuel Brenes Corales

Signature: LMBREN

Date: 12/01/2021

SETTLING PLAINTIFF:

Name: Marcos Antonio Cabrera Diaz

Signature: 

Date: 12/12/2021

SETTLING PLAINTIFF:

Name: Wilfrido Jimenez Martinez

Signature:  _____

Date: 12/29/2021

SETTLING PLAINTIFF:

Name: Carlos Anibal Bedoya

Signature: Carlos B

Date: 11/23/2021

SETTLING PLAINTIFF:


Name: Gabriel Barrelleza Dominguez

Signature: GB

Date: 12/14/2021

SETTLING PLAINTIFF:

Name: Javier Antonio Galeas Carcamo

Signature:  _____

Date: 12/01/2021

SETTLING PLAINTIFF:


Name: Felix Marizela Solis Bonilla

Signature: FMSB

Date: 12/07/2021

SETTLING PLAINTIFF:

Name: Gilberto Rosales

Signature: 

Date: 12/13/2021

SETTLING PLAINTIFF:

Name: Franklin Morazan

Signature: Franklin

Date: 12/01/2021

SETTLING PLAINTIFF:


Name: Jorge Colin-Garfias

Signature: 

Date: 11/23/2021

SETTLING PLAINTIFF:

Name: Maribel De la Cruz Umanzor Zavaleta

Signature:  _____

Date: 12/17/2021

SETTLING PLAINTIFF:

Name: Everth Castillo Requeno

Signature: 

Date: 12/15/2021

SETTLING PLAINTIFF:

Name: Chelston Juarez Picon

Signature:  _____

Date: 11/23/2021

SETTLING PLAINTIFF:

Jennifer Munoz, as mother and next friend to E.T. and H.P.,
successors in interest to Hector Jose Polanco-Alvarez


Name: _____

Signature:  _____

Date: 12/13/2021

SETTLING PLAINTIFF:

Name: Jeronimo Chavez Candido

Signature: 

Date: 12/01/2021

SETTLING PLAINTIFF:

Name: William Alexander Salgado

Signature:  _____

Date: 11/23/2021

SETTLING PLAINTIFF:


Name: Martir Galeano

Signature: 

Date: 12/15/2021

SETTLING PLAINTIFF:

Name: Elvin Javier Moreno

Signature: 

Date: 12/14/2021

SETTLING PLAINTIFF:

Name: Juan Fernando Cruz

Signature:  _____

Date: 12/01/2021

EXHIBIT A

Name	Back Wages (W-2 Payments)	Liquidated Damages (1099 Payments)	Additional Amounts (1099 Payments)	Service Award (1099 Payments)	Non EE Release (1099 Payments)	Subtotal of 1099 Payments	Total Amount	Payor
Romero Villatoro, Jose Arnulfo	\$385.00	\$385.00	\$400.00	\$0.00	\$0.00	\$785.00	\$1,170.00	GTO
Mejia, Ramon	\$133.00	\$133.00	\$400.00	\$0.00	\$0.00	\$533.00	\$666.00	GTO
Brenes Corales, Luis	\$304.00	\$304.00	\$400.00	\$0.00	\$0.00	\$704.00	\$1,008.00	GTO
Cabrera Diaz, Marcos	\$275.50	\$275.50	\$400.00	\$0.00	\$0.00	\$675.50	\$951.00	GTO
Jimenez Martinez, Wilfrido	\$1,178.00	\$1,178.00	\$400.00	\$0.00	\$0.00	\$1,578.00	\$2,756.00	GTO
Bedoya, Carlos Anibal	\$87.00	\$87.00	\$400.00	\$0.00	\$0.00	\$487.00	\$574.00	GTO
Barrelleza Dominguez, Gabriel	\$1,380.00	\$1,380.00	\$400.00	\$0.00	\$0.00	\$1,780.00	\$3,160.00	GTO
Galeas Carcamo, Javier Antonio	\$193.00	\$193.00	\$400.00	\$0.00	\$0.00	\$593.00	\$786.00	GTO
Solis Bonilla, Feliz Marizela	\$108.00	\$108.00	\$400.00	\$0.00	\$0.00	\$508.00	\$616.00	GTO
Rosales, Gilberto	\$407.50	\$407.50	\$400.00	\$500.00	\$0.00	\$1,307.50	\$1,715.00	GTO
Morazan, Franklin	\$362.00	\$362.00	\$400.00	\$0.00	\$0.00	\$762.00	\$1,124.00	GTO
Canahui Morales, Josue Esteban	\$290.50	\$290.50	\$400.00	\$0.00	\$0.00	\$690.50	\$981.00	GTO
Colin-Garfias, Jorge	\$10,614.00	\$10,614.00	\$400.00	\$0.00	\$0.00	\$11,014.00	\$21,628.00	GTO
De la Cruz Umanzor Zavaleta, Maribel	\$615.00	\$615.00	\$400.00	\$0.00	\$0.00	\$1,015.00	\$1,630.00	RDIC
Castillo Requeno, Everth	\$1,575.00	\$1,575.00	\$400.00	\$0.00	\$0.00	\$1,975.00	\$3,550.00	RDIC
Juarez Picon, Chelston	\$1,228.50	\$1,228.50	\$400.00	\$0.00	\$0.00	\$1,628.50	\$2,857.00	RDIC
Munoz, Jennifer, as mother and next friend to E.T. and H.P., successors in interest to Hector Jose Polanco- Alvarez	\$1,700.50	\$1,700.50	\$400.00	\$500.00	\$0.00	\$2,600.50	\$4,301.00	RDIC
Chavez Candido, Jeronimo	\$517.50	\$517.50	\$400.00	\$0.00	\$0.00	\$917.50	\$1,435.00	RDIC
Salgado, Willian	\$759.00	\$759.00	\$400.00	\$0.00	\$0.00	\$1,159.00	\$1,918.00	RDIC
Martir Galeano	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	CIC
Elvin Javier Moreno	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	CIC
Juan Fernando Cruz	\$0.00	\$0.00	\$0.00	\$0.00	\$500.00	\$500.00	\$500.00	CIC