

## SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release, together with all exhibits hereto, (collectively, the “Agreement”) is entered into between SROA Capital, LLC d/b/a Storage Rentals of America (“Defendant”), on the one hand, and Chelsy Cusack, Taylor Clarke, Jennifer Bassett, Sierra Hahn Abby Nichols and Kayla Payne (collectively, “Named Plaintiffs”), individually and on behalf of themselves and others similarly situated, on the other hand.

### RECITALS

WHEREAS, Named Plaintiffs and Defendant are parties to the case styled as *Chelsea Cusack and Taylor Clarke, individually and on behalf of all others similarly situated vs. SROA Capital, LLC d/b/a Storage Rentals of America*, Case No. 50-2024-CA-003837 (the “Litigation”), which is pending in the Circuit Court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida (the “Court”);

WHEREAS, the Named Plaintiffs, on behalf of themselves and others similarly situated, have asserted claims against Defendant under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 *et seq.*, and other applicable federal, state and local wage and hour laws, including claims related to unpaid overtime wages, claims for minimum wages, and claims for unpaid wages relating to alleged off-the-clock work;

WHEREAS, the Parties have engaged in settlement negotiations, including an exchange of discovery and a mediation session on September 4, 2024, with mediator Hunter Hughes, Esq;

WHEREAS, Plaintiffs’ Counsel analyzed and evaluated the merits of the claims made against Defendants in the Litigation, conducted interviews with putative collective members, obtained and reviewed documents relating to Defendant’s compensation policies and practices, and analyzed payroll and other data and information;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a less favorable recovery, and that any recovery would not occur for several years, Plaintiffs’ Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Named Plaintiffs and the Potential Opt-In Plaintiffs (as defined below);

WHEREAS, Defendant denies all the claims and contentions alleged by the Named Plaintiffs in the Litigation. Nonetheless, without admitting or conceding any liability or damages whatsoever or the propriety of a representative action, Defendant has concluded that further litigation of the claims encompassed by the Litigation would be protracted and expensive and would also divert management and employee time. Defendant also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Litigation be settled in the manner and upon the terms and conditions set forth in this Agreement; and;

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Named Plaintiffs and any individuals who opt into the Litigation may have against Defendants.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the parties hereto agree to a full and complete settlement of the Litigation on the following terms and conditions:

Defendant and the Named Plaintiffs (collectively, the “Settling Parties”) agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by Defendant of the Gross Fund as defined in this Agreement, subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Court and is entered into voluntarily by the Settling Parties for settlement purposes only.

### **DEFINITIONS**

The following definitions shall apply to terms used in this Agreement.

1. “Approval Motion” means the Unopposed Motion for Order Approving Settlement of Collective Action, to be filed by the Named Plaintiffs.
2. “Approval Order” means the agreed-upon Proposed Order submitted to the Court with the Named Plaintiffs’ Approval Motion.
3. “Check Issuance Date” means the date of issuance on a Qualified Claimant’s settlement check.
4. “Check Cashing Deadline” means the 120-day period after the “Check Issuance Date” during which Qualified Claimants have to negotiate their settlement checks.
5. “Claim Bar Date” means the date 60 days after the date the Notice Packets were initially distributed to the Potential Opt-In Plaintiffs by which the Settlement Claims Administrator must receive Potential Opt-In Plaintiffs’ completed Consent to Join and Release Form, or, if sent by U.S. First Class Mail, the date by which the completed forms must be postmarked, in order for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement.
6. “Cure Claim Bar Date” means the longer of 21 days from mailing of the Cure Letter or the Claim Bar Date in which a Potential Opt-In Plaintiff must return a properly completed Consent to Join and Release Form.
7. “Cure Letter” means the letter provided by the Settlement Claims Administrator to a Potential Opt-In Plaintiff whose Consent to Join and Release Form was timely

submitted but does not contain sufficient information to process payment to the Potential Opt-In Plaintiff, requesting the information that was not provided.

8. “Defendant’s Counsel” means Greenberg Traurig, P.A., the law firm representing Defendant in the Litigation.

9. “Effective Date” means the 30<sup>th</sup> day after the issuance of the “Approval Order”.

10. “Gross Fund” means \$650,000.00, paid by Defendant to settle the Litigation. The Gross Fund includes all local, state, and federal wage and hour claims of the Named Plaintiffs and Potential Opt-In Plaintiffs, general release awards for Named Plaintiffs, and employees’ portions of payroll taxes (for Named Plaintiffs and Qualified Claimants) as described further below, and all attorneys’ fees and expenses of Plaintiffs’ Counsel and the expenses of the Settlement Administrator. Defendant’s share of payroll taxes shall not come out of the Gross Fund. Rather, Defendant’s share of payroll taxes shall be paid by Defendant in addition to the sum of the Gross Fund.

11. “Property Managers” means current or former employees of Defendant working as non-exempt Property Managers or Associate Property Managers, however variously titled, in the United States.

12. “Individual Gross Settlement Payment” means the Qualified Claimant’s Potential Gross Settlement Payment disclosed in the Notice Packet.

13. “Net Fund” means the Gross Fund less the amount approved by the Court for (i) General Release Payments, (ii) for attorneys’ fees, costs, and expenses, and (iii) the fees and expenses of the Settlement Claims Administrator.

14. “Notice Packet” means the Notice of Settlement (to reflect each Named Plaintiff’s and Potential Opt-In Plaintiff’s estimated Individual Gross Settlement Payment amount and a summary of the basis for settlement) and Consent to Join and Release Form, advising the Potential Opt-In Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consent to Join and Release Forms, and their rights with respect to this settlement. The Notice Packet shall also include a self-addressed postage prepaid envelope in which Potential Opt-In Plaintiffs may return their Consent to Join and Release Form. The Notice Packet is attached to this Agreement as *Exhibit A*.

15. “Plaintiffs’ Counsel” means Shavitz Law Group, P.A., the law firm representing the Named Plaintiffs in the Litigation.

16. “Portion of the Net Fund” means each Named Plaintiff and Potential Opt-In Plaintiff’s share of the Net Fund, calculated pursuant to paragraph III.F.2.

17. “Potential Gross Settlement Payment” means the estimated Individual Gross Settlement Payment amount each Potential Opt-In Plaintiff will receive and which will be disclosed in the Notice Packet.

18. “Potential Opt-In Plaintiffs” means Property Managers who work or worked for Defendant anywhere in the United States from September 6, 2021, to September 16, 2024.

19. “Qualified Claimants” means the Named Plaintiffs, and Potential Opt-In Plaintiffs who timely return completed and executed Consent to Join and Release Forms, who are entitled to receive a Portion of the Net Fund.

20. “Qualified Settlement Fund” or “QSF” means the account in which the payments made pursuant to this Agreement will be deposited by Defendant and which is intended by the Settling Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*

21. “Released Parties” means Defendant, together with Defendant’s parents, subsidiaries, predecessor and successor business entities, and its and their agents, directors, officers, representatives, attorneys, and employee benefit plans and administrators (and the trustees of such plans).

22. “Relevant Settlement Period” means the period from September 6, 2021, through September 16, 2024, for Potential Opt-In Plaintiffs who worked anywhere in the United States. As to Named Plaintiffs, the Relevant Settlement Period means the period from April 24, 2021, through September 16, 2024.

23. “Re-mailing Claim Bar Date” means the longer of forty-five (45) days from the re-mailing of the Notice Packet or the Claim Bar Date in which a Potential Opt-In Plaintiff must return his or her properly-executed and completed Consent to Join and Release Form, to the extent any mailed Notice Packet was not received by the Potential Opt-In Plaintiff and/or is returned as undeliverable within the 60-day claim period.

24. “Reversion” means the remainder of the Net Fund after distribution of General Release Payments, attorneys’ fees and costs, the Settlement Claims Administrator’s fees and costs, and the Individual Gross Settlement Payments to Qualified Claimants, which shall revert to Defendant.

## **I. CONSENT TO COURT-FACILITATED NOTICE**

**A. Potential Claimants.** For settlement purposes only, the Settling Parties agree that the Named Plaintiffs and the Potential Opt-In Plaintiffs are similarly situated for purposes of 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) and consent to Court-facilitated notice to Named Plaintiffs and Potential Opt-In Plaintiffs. This agreement regarding similarly situated status shall not be admissible in any other proceeding and shall have no effect on any other proceeding. Outside the narrow context of this settlement, Defendant denies that any group of employees can proceed in any class, collective, or other group or representative status.

**B. Named Plaintiffs.** The Named Plaintiffs will not be sent a Notice Packet, but will instead be sent their respective Individual Gross Settlement Payments at the time the settlement checks for the Qualified Claimants are mailed by the Settlement Claims Administrator.

C. **Court Approval.** The Settling Parties shall cooperate and present to the Court such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Court-facilitated notice.

## II. **SETTLEMENT APPROVAL PROCEDURE**

On or before October 11, 2024, the Named Plaintiffs shall file an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms (“Approval Motion”) with this Settlement Agreement, the Notice of Settlement (which shall include a summary of the basis for settlement and, after court approval, will reflect each Potential Opt-In Plaintiff’s estimated Individual Gross Settlement Payment) and Consent to Join and Release Form (collectively, with the self-addressed postage prepaid envelope, the “Notice Packet”), which is attached to this Agreement as **Exhibit A** advising the Potential Opt-In Plaintiffs of the material terms and provisions of this settlement, the procedure for submitting Consent to Join and Release Forms, the URL for a secure interactive website/portal where Potential Opt-In Plaintiffs may submit their Consent to Join and Release, and their rights with respect to this settlement. The Settling Parties shall also submit the agreed-upon Approval Order.

## III. **MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS**

### A. **Notice of Claims**

1. Within 7 days after the Effective Date, Defendant shall provide the Settlement Claims Administrator an Excel chart listing for each Named Plaintiff and Potential Opt-In Plaintiff their names, last known home address, Social Security number, and the number of applicable workweeks employed as Property Managers during the Relevant Settlement Period, as that information exists in Defendant’s employment records. Plaintiffs’ Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Named Plaintiffs.

2. Within 21 days after the Effective Date (provided no appeals are filed regarding the Approval Order or any appeals are resolved in favor of this Agreement), the Settlement Claims Administrator shall send via First Class U.S. Mail, all Notice Packets to the Potential Opt-In Plaintiffs, along with an enclosed, postage-paid return envelope for Notice Packets sent by U.S. Mail. Each Consent to Join and Release shall include a unique number or other mark identifying the Potential Opt-In Plaintiff to whom it was sent. If any Notice Packet is returned as undeliverable for a Potential Opt-In Plaintiff, the Settlement Claims Administrator shall promptly attempt to locate such Potential Opt-In Plaintiff one time through an electronic search using the Social Security number and/or former address of that personal and shall promptly mail an additional Notice Packet to such person. In order for any Potential Opt-In Plaintiff to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their properly-executed, and completed Consent to Join and Release Form by e-mail, fax, or web portal submission within 60 days (or, if sent by U.S. First Class Mail, postmarked no later than Claim Bar Date, unless otherwise agreed by the parties).

3. In the event that, before the Claim Bar Date, Plaintiffs’ Counsel or the Settlement Claims Administrator becomes aware that a Potential Opt-In Plaintiff did not receive

the Notice Packet or misplaced the Notice Packet, the Settlement Claims Administrator shall mail an additional Notice Packet to the Potential Opt-In Plaintiff. To the extent any mailed Notice Packet was not received by a Potential Opt-In Plaintiff and/or is returned as undeliverable within the 60-day Claim Bar Date, such person shall be permitted the longer of 45 days from the re-mailing of the Notice or the Claim Bar Date to return his or her properly-executed and completed Consent to Join and Release Form (“Re-mailing Claim Bar Date”). Such Consent to Join and Release Form must be received by the Settlement Claims Administrator postmarked by, or received by e-mail, on or before the Re-mailing Claim Bar Date.

4. In the event any Consent to Join and Release Form is timely submitted but does not contain sufficient information, the Settlement Claims Administrator shall provide the Potential Opt-In Plaintiff with a letter (“Cure Letter”) via First Class U.S. Mail, with an included postage-paid return envelope, requesting the information that was not provided and giving the Potential Opt-In Plaintiff the longer of 21 days from mailing of the Cure Letter or the Claim Bar Date (“Cure Claim Bar Date”) to return a properly completed Consent to Join and Release Form. Any Potential Opt-In Plaintiff who fails to respond timely to a Cure Letter will not be considered a Qualified Claimant, as defined below.

5. In the event of any dispute over a Potential Opt-In Plaintiff’s number of applicable workweeks and/or the late submission of any claims, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute; however, to the extent a claim is submitted late for which there is a good faith explanation to support the untimely submission, it will be presumed that the Settlement Claims Administrator will accept same. In the case of a dispute over a Potential Opt-In Plaintiff’s dates of employment or number of applicable workweeks, Defendant’s records shall control and will have a rebuttable presumption of correctness.

6. The Potential Opt-In Plaintiffs who timely return completed and executed Consent to Join and Release Forms, together with the Named Plaintiffs, will be considered “Qualified Claimants” entitled to receive a Portion of the Net Fund (as defined in paragraph III.F below).

7. Within 7 days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator shall provide to Defendant’s Counsel and Plaintiffs’ Counsel: (a) a list of Qualified Claimants, their addresses, e-mail addresses and phone numbers; (b) electronic copies of all timely received and completed Consent to Join and Release Forms; (c) completed Consent to Join and Release Forms; (d) the total of the employer-portion share of payroll taxes; and (e) the value of the claims made by the Qualified Claimants.

8. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received by Qualified Claimants and shall provide the original Consent to Join and Release Forms to Counsel for Defendant. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants, and the amount paid to each Qualified Claimant.

**B. Defendant's Payment Obligations.** In consideration for the dismissal with prejudice of the Litigation as well as the release of claims effected by this Agreement and other good and valuable consideration, Defendant shall pay a maximum of (\$650,000.00), to settle the Litigation (the "Gross Fund"). Defendant shall make such payments to the QSF within 14 days after the Effective Date. Within 14 days of the Settlement Claims Administrator advising Defendant of the amount due to satisfy Defendant's and the QSF's employer tax obligations, Defendant shall pay the QSF any additional amount due to satisfy Defendant's and the QSF's tax obligations in accordance with this Agreement. Payments will be sent *via* wire transfer to the Settlement Claims Administrator.

**C. Payment.** Within 21 days of the Effective Date, the Settlement Claims Administrator shall pay Plaintiffs' Counsel by wire transfer such amount of attorneys' fees, costs and litigation expenses as has been approved and ordered by the Court, and shall send checks to the Named Plaintiffs for the Court-approved General Release Payments. Payment by the Settlement Claims Administrator of the Individual Gross Settlement Payments to the Qualified Claimants shall be made after the conclusion of the claim procedure, as described below.

**D. Settlement Claims Administration**

**1. Settlement Claims Administrator.** The Settlement Claims Administrator shall be CPT Group, Inc.

**2. Settlement Claims Administrator Responsibilities.** The Settlement Claims Administrator shall be responsible for: (a) establishing the QSF, and determining and finalizing the calculations of the Potential Gross Settlement Payments and tax withholding amounts for the Named Plaintiffs, and Potential Opt-In Plaintiffs, as applicable; (b) preparing, printing and disseminating to the Potential Opt-In Plaintiffs the Notice Packets and return envelopes and all reminder notices; (c) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Potential Opt-In Plaintiff who receives a Notice Packet; (d) receiving and reviewing the Consent to Join and Release Forms submitted by Potential Opt-In Plaintiffs to determine eligibility for payment; (e) determining the final Settlement Payment for each Qualified Claimant in accordance with this Agreement; (f) mailing the settlement checks to Qualified Claimants; (g) wiring Plaintiffs' Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payments and Settlement Payments in accordance with this Agreement and Order of the Court; (h) paying all payroll tax obligations of Defendant in accordance with applicable law and this Agreement; (i) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (j) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (k) referring to counsel for the Settling Parties all inquiries by the Named Plaintiffs and Potential Opt-In Plaintiffs that the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claims Administrator's duties specified herein; (l) responding to inquiries of Plaintiffs' Counsel or Defendant's Counsel; (m) promptly apprising counsel for the Settling Parties of the activities of the Settlement Claims Administrator; (n) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and receipt of Consent to Join and Release Forms, returned mail and other communications and attempted written or electronic communications with the Named Plaintiffs, s and Potential Opt-In Plaintiffs; (o) confirming in writing to Plaintiffs' and Defendant's Counsel its completion

of the administration of the settlement and retaining copies of all endorsed settlement checks; (p) timely responding to communications from the Settling Parties or their counsel; (q) the creation, maintenance, and monitoring of the website/portal through which Potential Opt-In Plaintiffs may submit their Consent to Join and Release Forms; and (r) such other tasks as called for by this Agreement, ordered by the Court, or the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to the QSF, including but not limited to all fees, expenses, and costs in connection with the Gross Fund and QSF (including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the QSF and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the QSF. The Settlement Claims Administrator shall be required to agree to a reasonable not-to-exceed cap for all fees and expenses for the claims administration work.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets to Potential Opt-In Plaintiffs, the claims administration process, the receipt of Consent to Join and Release Forms, distribution of the Settlement Checks, and any other aspect of the claims administration process.

#### **E. Creation and Implementation of a Qualified Settlement Fund**

1. Establishing the Qualified Settlement Fund. The Gross Fund will be deposited in an account intended by the Settling Parties to be a “Qualified Settlement Fund” as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.* The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court. The payment to the QSF and the timing of the payment to the QSF are described in paragraphs III.B-III.C.

2. Administering the QSF. The Settlement Claims Administrator shall serve as Trustee of the QSF and shall act as a fiduciary with respect to the handling, management, and distribution of the QSF, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

#### **3. Tax Matters.**

a. In connection with Defendant’s transfer of funds into the QSF, the following definitions will apply:



**(1)** Defendant will be a “transferor” within the meaning of Treas. Reg. Section 1.468B-1(d)(1) to the QSF with respect to the amounts transferred; and

**(2)** The Settlement Claims Administrator will be the “administrator” of the QSF within the meaning of Treas. Reg. Section 1.468B-2(k)(3), responsible for causing the filing of all tax returns required to be filed by or with respect to the QSF, paying from the QSF any taxes owed by or with respect to the QSF, and complying with any applicable information reporting or tax withholding requirements imposed by Treas. Reg. Section 1.468B-2(1)(2) or any other applicable law on or with respect to the QSF, and in accordance with this Agreement.

**b.** The Settlement Claims Administrator shall promptly provide a current Internal Revenue Service (“IRS”) Form W-9 of the QSF to Defendant.

**c.** For tax purposes, 50% of each Qualified Claimant’s payment of his or her Individual Gross Settlement Payment pursuant to paragraph III.F.2 below will be treated as wages and 50% of such payment shall be treated as liquidated damages, interest, and other non-wage amounts. The Settlement Administrator will withhold from each such payment that is treated as wages the individual’s share of all applicable federal, state, and local income and employment taxes, and shall report that portion to the IRS and the payee under the payee’s name and social security number on an IRS Form W-2. The portion of each such payment that is treated as liquidated damages are not wages and will be paid without withholding, and will be reported to the IRS and the payee under the payee’s name and social security number on an IRS Form 1099-Misc. in Box 3.

**d.** Any Court-approved General Release Payments to the Named Plaintiffs paid pursuant to paragraph III.F.4 shall be treated as non-wages, and will be paid without withholding, and will be reported by the Settlement Claims Administrator to the IRS and the payee under the payee’s name and social security number on an IRS Form 1099-Misc. in Box 3.

**e.** Attorneys’ fees and costs paid pursuant to paragraph III.F.5 are not wages, and shall be paid without withholding, and such fees and costs shall be reported by the Settlement Claims Administrator to the IRS and the applicable attorney under the law firm’s name and taxpayer identification number on an IRS Form 1099-Misc.

**f.** Plaintiffs’ Counsel and each Qualified Claimant agree that he or she shall be solely responsible for all taxes, interest, and penalties due with respect to any payment received by him or her pursuant to this Agreement (other than the employer-portion share of payroll taxes set forth above) and shall indemnify, defend and hold Defendant harmless from and against any and all taxes, interest, penalties, attorneys’ fees and other costs imposed on Defendant as a result of Plaintiffs’ Counsel and/or a Qualified Claimant’s failure to timely pay such taxes that were not employer obligations.

**g.** All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the QSF, if any, including any taxes or tax detriments that may be imposed on Defendant with respect to income earned for any period during which the QSF does not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes

(hereinafter “Settlement Fund Taxes”), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”) shall be paid out of the QSF. Further, QSF Taxes and QSF Tax Expenses shall be treated as a cost of the administration of the QSF. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

**h.** Defendant and the Qualified Claimants shall have no liability or responsibility whatsoever for the QSF Taxes or QSF Tax Expenses, or the filing of any tax returns, information reports or other documents with the IRS or any other taxing authority with respect thereto. Further, Defendant shall have no liability or responsibility whatsoever for taxes of Plaintiffs’ Counsel.

**i.** The Named Plaintiffs, on behalf of themselves and Potential Opt-In Plaintiffs, acknowledge and agree that they have not relied upon any advice from Defendant and/or Plaintiffs’ Counsel as to the taxability of the payments received pursuant to this Agreement.

**j.** Per Treasury Department Circular 230, this Agreement is not intended to provide tax advice, and any tax advice contained in this Agreement or any notice summarizing this Agreement is not intended to be used, and cannot be used, for the purpose of avoiding penalties under the Internal Revenue Code or promoting, marketing, or recommending to another party any transaction or matter addressed herein.

**4.** Communication with Defendant’s Counsel and Plaintiffs’ Counsel. Defendant, Defendant’s Counsel, and Plaintiffs’ Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process. All Settling Parties shall have full access to all information relating to claims administration.

**F. Allocation of the Settlement Fund**

**1.** Net Fund. The amount approved by the Court for General Release Payments; the amount approved by the Court for attorneys’ fees, costs, and expenses; the fees and expenses of the Settlement Claims Administrator approved by the Court; and the employee portion of payroll taxes for Qualified Claimants shall be deducted from the Gross Fund to obtain a “Net Fund.”

**2.** Allocation of Net Fund. All Named Plaintiffs and Potential Opt-In Plaintiffs shall be allocated a portion of the Net Fund pursuant to the following allocation formula:

**a.** Each Potential Opt-In Plaintiff employed by Defendant during the Relevant Settlement Period shall receive one (1) point for each week employed as a Property Manager during the Relevant Settlement Period as applicable to the Potential Opt-In Plaintiff depending on the state in which he or she was employed.

- b. The calculation of workweeks pursuant to paragraphs III.F.2.a shall be based on Defendant's business records.
- c. To calculate each Named Plaintiff's and Potential Opt-In Plaintiff's proportionate share of the Net Fund:
  - (1) Add all points for each Named Plaintiff and Potential Opt-In Plaintiff together to obtain the "Total Denominator;"
  - (2) Divide the number of points for each Named Plaintiff and Potential Opt-In Plaintiff by the Total Denominator to obtain each individual's "Portion of the Net Fund;"
  - (3) Multiply each individual's Portion of the Net Fund by the Net Fund to determine each individual's "Individual Gross Settlement Payment."

3. Individual Gross Settlement Payment. Each Potential Opt-In Plaintiff's Individual Gross Settlement Payment amount, respectively, shall be disclosed to them in the Notice Packet. The Settlement Claims Administrator will provide the Named Plaintiffs' Individual Gross Settlement Payment amount to Plaintiffs' Counsel upon the mailing of the Notice Packets to the Opt-In Plaintiffs.

4. General Release Payments. From the Gross Fund, Plaintiffs' Counsel shall seek General Release Payments totally no more than \$20,000.00, to be allocated in the following amounts: Jennifer Bassett (\$3,000.00), Taylor Clarke (\$4,500.00), Chelsy Cusack (\$6,000.00), Sierra Hahn (\$2,000.00), Abby Nichols (\$4,000.00), and Kayla Payne (\$500.00), as payment for a general release of claims and their involvement in commencing and litigating the claims represented in this Litigation and their involvement in preparing for mediation for the benefit of all Potential Opt-In Plaintiffs. Defendant will not oppose this request. The settlement is not conditioned upon the Court's approval of the General Release Payments. The Settling Parties expressly agree that the Court's approval or denial of any request for General Release Payments is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any portion of the General Release Payments not approved by the Court shall become part of the Net Fund. Any order or proceeding relating to the application by Plaintiffs' Counsel for General Release Payments shall not operate to terminate or cancel this Agreement.

5. Attorneys' Fees and Costs Amounts. Plaintiffs' Counsel shall make an application to the Court for an award of attorneys' fees of one-third of the Gross Fund. In addition, Plaintiffs' Counsel shall seek reimbursement of their reasonable costs and expenses of up to \$10,000.00 from the Gross Fund. Defendant will not oppose Plaintiffs' Counsel's attorneys' fees, costs, and expenses requests. The settlement is not conditioned upon the Court's approval of Plaintiffs' Counsel's petition for attorneys' fees, costs, and expenses. Payment of such attorneys' fees, costs, and expenses to Plaintiffs' Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by Defendant to pay any person, attorney or law firm for attorneys' fees, costs, or expenses incurred on behalf of Qualified

Claimants. The Settling Parties expressly agree that the Court's approval or denial of any request for attorneys' fees, costs, and expenses is not a material condition to this Agreement, and is to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any portion of the Attorneys' Fees and Cost Award not approved by the Court shall become part of the Net Fund. Any order or proceeding relating to the application by Plaintiffs' Counsel for an award for attorneys' fees, costs, and expenses shall not operate to terminate or cancel this Agreement.

#### **G. Payments to Qualified Claimants**

1. Timing of Payments. Within 21 days after the later of the Claim Bar Date, Cure Claim Bar Date, or Re-mailing Claim Bar Date, the Settlement Claims Administrator will transmit all payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Claims Administrator.

2. Negotiation of Settlement Checks. Qualified Claimants will have 120 days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks ("Check Cashing Deadline"). If any Qualified Claimant does not negotiate his or her settlement check within 120 days after the Check Issuance Date, the check will be void. Any settlement checks not cashed within 120 days after mailing will be voided and a stop-payment will be issued, and the funds shall revert to Defendant. In addition, Any funds remaining in the Qualified Settlement Fund after payment to: (1) all Qualified Claimants; (2) all attorneys' fees, costs, and litigation expenses approved by the Court; (3) all costs incurred by the Settlement Claims Administrator and all costs in connection with the QSF including, but not limited to, those related to notice, check cutting and mailing, claims processing, court filings, legal and accounting advice relating to the establishment of the QSF and tax treatment and tax reporting of awards to Plaintiffs and Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), as approved by the Court; and (4) applicable federal, state and local income taxes, and all federal and state unemployment taxes required to be withheld and/or paid by Defendant, shall revert to Defendant and must be returned to Defendant 30 days after the close of the 120-day deadline to negotiate settlement checks.

#### **IV. RELEASE**

A. Release by Qualified Claimants. In order to receive a settlement payment, all Qualified Claimants agree to execute a Consent to Join and Release Form, which shall release Defendant, together with Defendant's parents, subsidiaries, divisions, partners, members, predecessor and successor corporations and business entities, and their agents, directors, officers, employees, shareholders, representatives, attorneys, and employee benefit plans and administrators (collectively, the "Released Parties") of and from: any and all wage and hour claims under applicable federal, state and local law, for overtime claims that accrue during their employment as Property Managers, relating back to the full extent of the federal statute of limitations as tolled and continuing through the date of the filing of the motion for approval of settlement, including, without limitations, all state and federal claims for unpaid overtime wages, and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

**B. General Release of Known and Unknown Claims by Named Plaintiffs.** In addition to the claims released as set forth in paragraph IV.A, above, in exchange for their respective General Release Payments, Named Plaintiffs by their signature of this Agreement will release and forever discharge Defendant, together with Defendant's parents, subsidiaries, divisions, predecessor and successor corporations and business entities of any and all claims, whether in law or in equity, which Named Plaintiffs assert or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, claims under the Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the "FMLA"), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or local laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised in the Litigation with respect to any event, matter, claim, damage or injury arising out of their employment with Defendant, the termination of such employment, any application for employment with Defendant, and/or eligibility for employment with Defendant, and/or with respect to any other claim, matter, or event arising prior to execution of the General Release.

**V. NOTICES**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Gregg I. Shavitz  
Shavitz Law Group, P.A.  
951 Yamato Road, Suite 285  
Boca Raton, FL 33431  
Tel: (561) 447-8888  
[gshavitz@shavitzlaw.com](mailto:gshavitz@shavitzlaw.com)

Counsel for Defendant:

Alicia M. Chiu, Esq.  
William I. Spivey, Esq.  
Greenberg Traurig, P.A.  
450 South Orange Avenue, Suite 650  
Orlando, FL 32801  
Telephone: (407) 254-2645  
[Alicia.chiu@gtlaw.com](mailto:Alicia.chiu@gtlaw.com)  
[spiveyw@gtlaw.com](mailto:spiveyw@gtlaw.com)

## **VI. REPRESENTATION BY COUNSEL**

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

## **VII. NO ADMISSION OF LIABILITY OR APPROPRIATENESS OF CLASS TREATMENT**

By entering into this Agreement, Defendant admits no liability of any kind, and Defendant expressly denies any liability or wrongdoing, and Defendant expressly denies that collective certification is appropriate apart from this settlement agreement. Defendant enters into this Agreement to avoid further litigation expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Litigation is disputed by Defendants. The Settling Parties further agree that this Agreement does not constitute a determination or admission that any group of similarly situated employees exists to maintain a collective action under the FLSA, and in the event that this Agreement or a subsequent settlement in the Litigation by the Settling Parties is not approved by the Court, the Settling Parties agree that they will return to the status quo ante and that Defendant may argue that collective treatment is not proper under the FLSA. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability (or the certifiability of any class, collective, or other representative group) in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

## **VIII. MODIFICATION OF AGREEMENT**

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Court with respect to material modifications or amendments.

## **IX. EXTENSION OF TIME**

The Settling Parties may, by mutual agreement, agree upon a reasonable extension of time for deadlines and dates reflected in this Agreement, without further notice to the Court.

## **X. CONSTRUCTION AND INTERPRETATION**

**A. Entire Agreement.** This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. This Agreement has been drafted jointly and is not to be construed against any party.

**B. No Reliance on Representations or Extrinsic Evidence.** Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written

representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

**C. Controlling Law.** This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with federal law and the laws of the State of Florida, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Circuit Court in and for Palm Beach County, Florida.

**D. No Assignment.** Plaintiffs' Counsel and the Named Plaintiffs represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim or any portion thereof or interest therein, including, but not limited to, any interest in the Litigation, or any related action.

**E. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release in paragraph IV, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

## **XI. COUNTERPARTS**

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

## **XII. CAPTIONS**

The captions or headings of the paragraphs in this Agreement are inserted for convenience or reference only and shall have no effect upon the construction or interpretation of any part of this Agreement.

## **XIII. ATTORNEYS' FEES, COSTS AND EXPENSES**

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party.

**XIV. AUTHORITY OF COUNSEL**

**A. Facsimile, Electronic, and E-Mail Signatures.** Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated signature block below and transmitting that signature page via facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature, or e-mail.

**B. Voluntary Signature.** All Settling Parties agree that they have signed this Agreement, or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

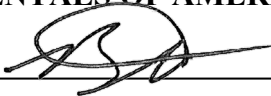
**C. Warranty of Counsel.** Plaintiffs' Counsel warrant and represent that they are expressly authorized by the Named Plaintiffs to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for Defendant warrants and represents that they are authorized to take all appropriate action required or permitted to be taken by Defendant pursuant to this Agreement in order to effectuate its terms.

**XV. CONTINUING JURISDICTION**


The Settling Parties hereto agree to move for the Circuit Court in and for Palm Beach County, Florida, to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the Litigation.


**XVI. EFFECT OF NON-APPROVAL**


In the event that the Agreement is not approved by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Court and resubmit a revised settlement agreement for approval. If the Court denies the approval of a renegotiated settlement agreement, Named Plaintiffs shall dismiss the Litigation without prejudice and may re-file the case, with all statutes of limitations for the claims asserted in the pending complaint tolled for a period of thirty (30) days from the date of filing the first Approval Motion.


<b>Dated:</b> <u>10/08/2024</u>	<b>SROA CAPITAL, LLC D/B/A STORAGE RENTALS OF AMERICA</b>  <b>By:</b> <u>Benjamin S. Macfarland, III</u> <b>Title:</b> <u>Manager</u>
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<b>Dated:</b> <u>10/09/2024</u>	<b>CHELSEY CUSACK:</b> 
<b>Dated:</b> _____	<b>TAYLOR CLARKE:</b> _____
<b>Dated:</b> _____	<b>JENNIFER BASSETT:</b> _____
<b>Dated:</b> _____	<b>SIERRA HAHN:</b> _____
<b>Dated:</b> _____	<b>ABBY NICHOLS:</b> _____
<b>Dated:</b> _____	<b>KAYLA PAYNE:</b> _____

<b>Dated:</b> _____ 	<b>CHELSEY CUSACK:</b>  
<b>Dated:</b> <u>10/15/2024</u> 	<b>TAYLOR CLARKE:</b>  
<b>Dated:</b> _____ 	<b>JENNIFER BASSETT:</b>  
<b>Dated:</b> _____ 	<b>SIERRA HAHN:</b>  
<b>Dated:</b> _____ 	<b>ABBY NICHOLS:</b>  
<b>Dated:</b> _____ 	<b>KAYLA PAYNE:</b>  

<b>Dated:</b> _____ 	<b>CHELSY CUSACK:</b> _____ 
<b>Dated:</b> _____ 	<b>TAYLOR CLARKE:</b> _____ 
<b>Dated:</b> <u>10/28/2024</u> 	<b>JENNIFER BASSETT:</b>  _____ 
<b>Dated:</b> _____ 	<b>SIERRA HAHN:</b> _____ 
<b>Dated:</b> _____ 	<b>ABBY NICHOLS:</b> _____ 
<b>Dated:</b> _____ 	<b>KAYLA PAYNE:</b> _____ 

<b>Dated:</b> _____ 	<b>CHELSEY CUSACK:</b> <hr/>
<b>Dated:</b> _____ 	<b>TAYLOR CLARKE:</b> <hr/>
<b>Dated:</b> _____ 	<b>JENNIFER BASSETT:</b> <hr/>
<b>Dated:</b> <u>10/09/2024</u> 	<b>SIERRA HAHN:</b>  <hr/>
<b>Dated:</b> _____ 	<b>ABBY NICHOLS:</b> <hr/>
<b>Dated:</b> _____ 	<b>KAYLA PAYNE:</b> <hr/>

<b>Dated:</b> _____ 	<b>CHELSY CUSACK:</b>  
<b>Dated:</b> _____ 	<b>TAYLOR CLARKE:</b>  
<b>Dated:</b> _____ 	<b>JENNIFER BASSETT:</b>  
<b>Dated:</b> _____ 	<b>SIERRA HAHN:</b>  
<b>Dated:</b> <u>10/10/2024</u> 	<b>ABBY NICHOLS:</b> <i>Abby Nichols</i> 
<b>Dated:</b> _____ 	<b>KAYLA PAYNE:</b>  

<b>Dated:</b> _____ 	<b>CHELSEY CUSACK:</b> _____ 
<b>Dated:</b> _____ 	<b>TAYLOR CLARKE:</b> _____ 
<b>Dated:</b> _____ 	<b>JENNIFER BASSETT:</b> _____ 
<b>Dated:</b> _____ 	<b>SIERRA HAHN:</b> _____ 
<b>Dated:</b> _____ 	<b>ABBY NICHOLS:</b> _____ 
<b>Dated:</b> <u>10/09/2024</u> 	<b>KAYLA PAYNE:</b> <i>Kayla Payne</i> _____ 