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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego

02/04/2022 at 03:12:00 PM

Clerk of the Superior Court
By Nicole Adams, Deputy Clerk

8 **SUPERIOR COURT OF CALIFORNIA**

9 **COUNTY OF SAN DIEGO**

10 LUKAS CARTER; BENJAMIN SCALZI; and
BRUCE SPAKE,

11 Plaintiffs,

12 v.

13 DEBT RESOLUTION DIRECT LLC; MATT
14 CLEGG; DAVID NEARING; RICHARD
SENITTE; and DOES 1-100, inclusive,

15 Defendants.
16

Case No.: 37-2021-00002143-CU-OE-CTL

STIPULATION AND ~~[PROPOSED]~~
ORDER APPROVING THE
SETTLEMENT OF PLAINTIFFS'
PRIVATE ATTORNEYS GENERAL ACT
("PAGA") CLAIM PURSUANT TO
LABOR CODE § 2699(1)(2)

Judge: Hon. Keri Katz
Dept.: C-74
Action Filed: January 15, 2021
Trial Date: Not Set

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1 1. Plaintiffs Lukas Carter (“Carter”), Benjamin Scalzi (“Scalzi”), and Bruce Spake
2 (“Spake”) (hereafter collectively referred to as the “Plaintiffs”) filed a complaint in the above-
3 captioned matter on January 15, 2021, against Defendants Debt Resolution Direct LLC, Matt Clegg,
4 David Nearing, and Richard Senitte (“Defendants”) (Plaintiff and Defendant hereafter may be
5 collectively referred to as the “Parties”).

6 2. Pursuant to Labor Code § 2699, Plaintiffs’ Second Amended Complaint alleged a
7 Private Attorneys General Act (“PAGA”) claim on behalf of themselves and approximately 234
8 other current or former non-exempt employees (“Aggrieved Employees”) against whom Defendants
9 allegedly committed violations of wage and hour laws provided by the Labor Code. The relevant
10 PAGA period is from January 15, 2020, to the present.

11 3. After participating in a full day mediation with mediator Michael Roberts of ADR
12 Services, the Parties entered into a settlement agreement requiring Defendants to pay a total of
13 \$76,000.00. The settlement amount includes \$73,500.00 to resolve Plaintiffs’ individual claims,
14 attorney fees, and costs. It also includes \$2,500.00 allocated to the PAGA claim for which Plaintiffs
15 now seek Court approval (the “PAGA Settlement”). A true and accurate fully executed copy of the
16 Settlement Agreement is incorporated herein by reference and attached as Exhibit “1”.

17 4. The Settlement Agreement is contingent on the Court’s approval of the PAGA
18 Settlement.

19 5. Defendants operate a small debt resolution business which started in 2018.
20 Defendants employed Plaintiffs for less than a year between the period of May 2019 to February
21 2020 as sales representatives inside Defendants’ office. Plaintiffs allege that Defendants only paid
22 Plaintiffs commissions and failed to pay at least minimum wage for all hours worked, failed to pay
23 overtime wages, failed to provide meal periods, failed to provide paid rest periods, failed to provide
24 proper wage statements (paystubs), and keep records including time records, failed to provide paid
25 sick leave, and failed to pay all earned wages when Plaintiffs’ respective employment ended.

26 6. Defendants have denied, and continue to deny, any liability and wrongdoing of any
27 kind associated with any of Plaintiffs’ allegations, and further deny that the lawsuit is appropriate
28 for representative treatment for any purpose other than for settlement purposes only.

1 7. After informal discovery and discussions between the Parties' counsel, including a
2 full day of mediation with mediator Michael Roberts from ADR Services, it was determined that
3 within a few months after Plaintiffs' employment ended, but before Plaintiffs even filed their lawsuit
4 and PAGA claim, Defendants had modified their policies and practices for pay, records keeping,
5 and provision of breaks in a manner that resolved all the unlawful policies and practices that
6 Plaintiffs alleged in this matter. Other factors favoring this PAGA Settlement are the costs of
7 litigation, evidentiary difficulty of establishing Labor Code violations against other aggrieved
8 employees, and uncertainty of trial.

9 8. "[A]ny provision of this code that provides for a civil penalty... for a violation of
10 this code, may as an alternative, be recovered through a civil action brought by an aggrieved
11 employee on behalf of himself or herself and other current or former employees[.]" (Labor Code §
12 2699(a).) Pursuant to Labor Code § 2699(*l*)(2), "[t]he superior court shall review and approve any
13 settlement of any civil action filed pursuant to this part." "[A] court may award a lesser amount
14 than the maximum civil penalty amount specified by this part if, based on the facts and
15 circumstances of the particular case, to do otherwise would result in an award that is unjust, arbitrary
16 and oppressive, or confiscatory." (Labor Code § 2699(e)(2).) The Parties agree that under the
17 circumstances articulated above, it would be unjust, arbitrary, and oppressive, or confiscatory to
18 require Defendants to pay more than \$2,500.00 for the PAGA Settlement because Defendants
19 operate a relatively new small business; Defendants deny wrongdoing; Defendants repaired the
20 policies and practices Plaintiffs have complained about before Plaintiffs even brought this action;
21 this settlement will preserve the resources of the Parties and the Court; and the Parties wish to avoid
22 the uncertainty of trial.

23 **IT IS HEREBY STIPULATED AND AGREED THAT:**

24 1. The Settlement Agreement attached as Exhibit "1" should be approved as fair,
25 adequate, and reasonable.

26 2. The amount payable to the Aggrieved Employees should be approved as fair,
27 adequate, and reasonable, and the Parties ordered to carry out the payments to the Aggrieved
28 Employees in equal shares.

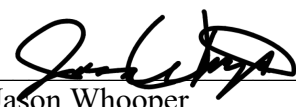
1 3. The amount payable to the LWDA should be approved as fair, adequate, and
2 reasonable and the Parties ordered to carry out payment to the LWDA as set forth in the
3 Settlement Agreement.

4 4. In consideration of Defendants' payment of the PAGA Settlement Amount and
5 upon entry of the Court's Order, Plaintiffs, the Aggrieved Employees (defined as all current and
6 former non-exempt employees who worked for Defendants from January 15, 2020 to the date of
7 this Order), and the State of California shall fully, finally, and forever release, settle, relinquish
8 and discharge the Defendants from any and all claims for civil penalties asserted in this matter or
9 that arise from facts alleged in the matter, during the PAGA period from January 15, 2020 to the
10 date of approval. This release includes any and all claims for civil penalties, fees, and costs
11 recoverable under the Private Attorneys General Act (Labor Code § 2698, et seq.) based on the
12 facts and claims asserted in the operative complaint filed in this action, including without
13 limitation claims for failure to pay minimum, regular and overtime wages, meal and rest break
14 penalties, failure to provide accurate wage statements, failure to provide paid sick leave, failure to
15 timely pay final wages, under California Labor Code sections 200-204, 226(a), 226.7, 510, 512,
16 1194, 1197 and 2802, and the applicable Wage Order, or any other allegations and claims which
17 are reasonably related to the allegations and claims asserted in the operative complaint filed in this
18 action. This release shall apply to claims arising at any point during the PAGA Period, defined as
19 from January 15, 2020, and until the date of this Order.

20 5. The Court shall retain jurisdiction over this matter until an executed Request for
21 Dismissal is filed, and thereafter to enforce the terms of the settlement agreement and PAGA
22 Settlement pursuant to Civil Code § 664.6.

23 DATED: December 13, 2021

W LAW

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25 By: 

Jason Whooper
Counsel for Plaintiffs Lukas Carter, Benjamin Scalzi,
and Bruce Spake
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DATED: December 13, 2021

AMES KARAJNIA LLP

By: 
Jeffrey P. Ames
Counsel for Defendants Debt Resolution Direct LLC,
Matt Clegg, David Nearing, and Richard Senitte

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~~**PROPOSED**~~ **ORDER**

The Court, having reviewed the terms of the foregoing Stipulation and [Proposed] Order Approving the Settlement of Plaintiff's Private Attorneys General Act ("PAGA") Claim Pursuant to Labor Code § 2699(l)(2), and having reviewed the terms of Settlement Agreement attached as Exhibit 1, and for good cause appearing, APPROVES the PAGA Settlement between the Parties. NOW, THEREFORE, the Court hereby ORDERS:

1. The Settlement Agreement attached as Exhibit "1" is approved as fair, adequate, and reasonable.

2. The amount payable to the Aggrieved Employees is approved as fair, adequate, and reasonable and the Parties are ordered to carry out the payments to the Aggrieved Employees in equal shares.

3. The amount payable to the LWDA as set forth in Exhibit 1 is approved as fair, adequate, and reasonable and the Parties are ordered to carry out payment to the LWDA as set forth in the Settlement Agreement.

4. The Court orders, adjudges, and decrees that the California Labor & Workforce Development Agency and the Aggrieved Employees (defined as all current and former non-exempt employees who worked for Defendants from January 15, 2020, to the date of this Order), including Plaintiffs, fully release and forever discharge Defendants and Released Parties, as defined in the Settlement Agreement, from any and all claims for civil penalties asserted in the Action or that arise from facts alleged in the Action, based on Aggrieved Employees' work for Defendants during the PAGA Period. This release includes any and all claims for civil penalties, fees, and costs recoverable under the Private Attorneys General Act (Labor Code § 2698, et seq.) based on the facts and claims asserted in the operative complaint filed in this action, including without limitation claims for failure to pay minimum, regular and overtime wages, meal and rest break penalties, failure to provide accurate wage statements, failure to provide paid sick leave, failure to timely pay final wages, under California Labor Code sections 200-204, 226(a), 226.7, 510, 512, 1194, 1197 and 2802, and the applicable Wage Order, or any other allegations and claims which are reasonably related to the allegations and claims asserted in the operative

1 complaint filed in this action. This release shall apply to claims arising at any point during the
2 PAGA Period, defined as from January 15, 2020, and until the date of this Order.

3 5. The Court shall retain jurisdiction over this matter until until an executed
4 Request for Dismissal is filed, and thereafter to enforce the terms of the settlement agreement
5 and PAGA Settlement pursuant to Civil Code § 664.6.

6 **IT IS SO ORDERED.**

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9 DATED: 2/8/2022



Honorable Keri Katz

EXHIBIT 1

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE OF ALL CLAIMS

This Confidential Settlement Agreement and General Release of All Claims (“Agreement”) is made by and between Plaintiffs Lukas Carter, Benjamin Scalzi, and Bruce Spake (“Plaintiffs”) and Defendants Debt Resolution Direct, LLC, Matt Clegg, David Nearing, and Richard Senitte (“Defendants”) (collectively, “the Parties”) with respect to the following facts:

A. Plaintiffs were employed with Debt Resolution Direct, LLC as sales representatives until their terminations in February 2020.

B. On January 15, 2021, Plaintiffs filed an action against Defendants in the Superior Court of the State of California, County of San Diego, case number 37-2021-00002143-CU-OE-CTL (the “Action”), alleging a number of Labor Code violations, including claims for failure to pay minimum wages, unpaid overtime, failure to provide meal and paid rest periods, non-compliant wage statements, waiting time penalties, and unfair business practices. On March 22, 2021, Plaintiffs filed a first amended complaint. On April 20, 2021, Plaintiffs filed a second amended complaint adding a representative cause of action pursuant to the Private Attorney General Act (PAGA). Plaintiffs seek unpaid wages, liquidated damages, penalties, and other general damages as a result of Defendants’ alleged conduct. Defendants deny each and every one of Plaintiffs’ claims, including that they suffered any damages. Plaintiffs’ claims in this litigation remain disputed and untested.

C. Without any admission of liability, the Parties now desire to settle all claims asserted or that could have been asserted by Plaintiffs, including but not limited to any claims that may have arisen before, during or after Plaintiffs’ employment with Defendants, or from any transactions between the Parties prior to the date of this agreement.

NOW, THEREFORE, in consideration of the promises and agreements set forth below, IT IS HEREBY AGREED, by and between the undersigned as follows:

1. Settlement Funds and Tax Liability.

1.1 Defendants agree to pay to Plaintiffs the total sum of \$76,000.00 (seventy-six thousand dollars) as consideration for their agreement to the terms and conditions set forth in this Agreement, including without limitation the execution of this General Release of All Claims (“Settlement Payment”). Plaintiffs agree that the Settlement Payment is a sum to which they are not otherwise entitled but for the execution of this Agreement. The Settlement Payment shall consist of the following payments:

1.1.1 A check payable to “W Law Inc. Client Trust Account” in the amount of \$73,500.00 representing the settlement of Plaintiffs’ individual claims for penalties, interest, and attorneys’ fees and costs incurred in connection with this action. As such, this payment will not be subject to tax withholdings and will be reported for tax purposes on an IRS form 1099 to W Law Inc., pursuant to the provided Form W-9. Defendants shall deliver the check to W Law, 1916 Third Avenue, San Diego, CA 92101.

1.1.2 \$2,500.00 of the Settlement Payment shall be attributed Plaintiffs' PAGA claim. As such, 75% of this amount (\$1,875.00) shall be paid directly to the California Labor and Workforce Development Agency and 25% (\$625.00) shall be distributed among the aggrieved employees. Within fourteen (14) calendar days after Defendants distribute the \$2,500.00, Defendants shall email Plaintiffs' counsel confirmation that the payments have been made.

1.2 This Agreement is contingent upon court approval of the settlement. Defendants will deliver the Settlement Payment within thirty (30) calendar days after the date the court approves the PAGA claim settlement, provided counsel for Defendants has received all of the following: (a) an executed copy of this Agreement; (b) an executed Form W-9 for W Law Inc. Plaintiffs acknowledge and agree that the Settlement Payment and the other agreements made herein by Defendants constitute adequate legal consideration for the promises and representations made by Plaintiffs in this Agreement, including but not limited to the General Release of All Claims.

1.3 Plaintiffs shall be solely responsible for the payment of any taxes owed as a result of the Settlement Payment. In the event Defendants are required by any federal or state taxing agency to pay any tax, penalty, or interest, including, but not limited to, for failure to pay any employer or employment taxes or for failure to properly withhold taxes on the Settlement Payment described in paragraph 1.1 above, Plaintiffs agree to indemnify, defend, save, and hold Defendants free and harmless from and against any and all such taxes, penalties, and interest, including reasonable attorneys' fees and costs that arise from, or relate to, all withholding taxes, penalties, and interest asserted against it or required to be paid by it as a result of the Settlement Payment described in paragraph 1.1 above. Nothing in this Agreement is intended to constitute tax advice from Defendants to Plaintiffs.

1.4 As of the time when Plaintiffs' counsel receives the \$73,500.00 from the Settlement Payment, Plaintiffs agree that irrespective of the Settlement Payment referenced in paragraph 1.1, Defendants have paid all wages and employee benefits owed to them as a result of their employment with Defendants, and/or the conclusion of that employment including, but not limited to, all wages, bonuses, commissions, business expenses, allowances, vacation pay, and other employee benefits.

2. Mutual General Release of All Claims.

2.1 Plaintiffs unconditionally, irrevocably, and absolutely release and discharge Defendants, and any affiliates or related entities, as well as all present and former employees, officers, directors, attorneys, agents, insurers, and their successors and assigns (collectively "Releasees"), from all claims related in any way to Plaintiffs' employment with Defendants, and all transactions or occurrences between the Parties to date, including, but not limited to, all claims, charges, demands and causes of action, known or unknown, suspected or unsuspected, arising directly or indirectly out of, or in any way connected with, Plaintiffs' employment with Defendants, the conclusion of that employment, or any of Defendants' business or personnel practices, to the fullest extent permitted by law (collectively "Released Claims"). Released Claims are intended to include all possible claims, including but not limited to any claim for unpaid wages, bonuses, severance, meal and rest break violations, paystub

violations, any violation of the California Labor Code (including the Private Attorney General Act) or the Fair Labor Standards Act, any claim related to California Business and Professions Code section 17200 or any common law unfair competition law, any claim for other benefits, any claim for breach of contract, wrongful termination, tortious discharge, whistleblower retaliation, defamation, infliction of emotional distress, fraud, conspiracy, negligent hiring or supervision, harassment, discrimination, or retaliation (including failure to prevent harassment, discrimination, or retaliation) arising under federal, state, or local law, and any violation of the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, and the Age Discrimination in Employment Act of 1967, as amended. Nothing in this Agreement shall be construed to prohibit Plaintiffs from filing a charge with or participating in any investigation or proceeding conducted by the Equal Employment Opportunity Commission (“EEOC”), the National Labor Relations Board (“NLRB”), or any comparable state or local agency. Notwithstanding the foregoing, Plaintiffs agree to waive their right to recover monetary damages in any such charge, complaint, or lawsuit filed by them, or by anyone else on Plaintiffs’ behalf, and assigns any such monetary recovery to Defendants. Nothing in this Agreement is intended to affect Plaintiffs’ ability to pursue claims with the Employment Development Department for unemployment or state disability insurance. Defendants unconditionally, irrevocably, and absolutely release and discharge Plaintiffs from all claims related in any way to Plaintiffs’ employment with Defendants, and all transactions or occurrences between the Parties to date.

2.2 The Parties acknowledge that they may discover facts or law different from, or in addition to, the facts or law that each of them knows or believes to be true with respect to the claims released in this Agreement and agree, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects notwithstanding such different or additional facts or law or the discovery of them.

2.3 The Parties further declare and represent that each of them intends for this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete. The Parties execute these releases with the full knowledge that these releases cover all possible claims, to the fullest extent permitted by law.

3. California Civil Code Section 1542 Waiver. The Parties expressly waive all rights under section 1542 of the California Civil Code. That statute reads as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

The Parties understand that each of them is a “releasing party” within the meaning of this section.

4. No Admissions. By entering into this Agreement, neither Defendants nor any Released Party is making any admission that he, she or it has engaged, or is now engaging, in any unlawful conduct or employment practice. It is understood that this settlement is not an

admission of liability but is in compromise of disputed allegations that are untested and unresolved, and that the primary purpose of entering into the settlement is to avoid the uncertainty and distraction of litigation. The Parties agree that their settlement and this Agreement shall not be admissible in any proceeding or action involving any party to this Agreement, except one to enforce this Agreement.

5. Attorneys' Fees. The Parties shall bear their own attorneys' fees and costs incurred in the Action and in connection with this Agreement, including those incurred by the negotiation, preparation, and execution of this Agreement except as otherwise stated in this Agreement.

6. Enforcement. The Parties agree that the Court will retain jurisdiction pursuant to Civil Code section 664.6 to enforce the terms of this Agreement for purposes of effectuating this Agreement. Should any court action be sought by any of the Parties as a result of the breach of this Agreement, the prevailing party in such action shall be entitled to full reimbursement of its reasonable attorneys' fees and costs incurred in such action.

7. Dismissal of the Action. Plaintiffs agree to take all actions necessary to dismiss the Action in its entirety, and any and all related actions, administrative or otherwise, with prejudice. This includes (1) executing and filing a Request for Dismissal, with prejudice, with the clerk of the court; and (2) taking all necessary steps to secure the dismissal of the representative claims asserted in the Action. Plaintiffs understand that this Agreement is contingent on court approval of the PAGA settlement, and that dismissal of the entire Action, with prejudice, is a material term of this Agreement and that Defendants would not have entered into this Agreement these conditions. Plaintiffs shall file the Request for Dismissal, with prejudice, within fourteen (14) calendar days after: (1) Defendants email Plaintiffs' counsel confirmation that the \$2,500.00 in PAGA claim payments have been made, and (2) Plaintiffs' counsel receives the amount of \$73,500.00 representing the settlement of Plaintiffs' individual claims for penalties, interest, and attorneys' fees and costs incurred in connection with this action.

8. No Voluntary Participation in Claims Against Releasees. Plaintiffs represent and warrant that none of them are a party to any other suit, action or proceeding involving any Releasees or Released Claims. Plaintiffs agree to the fullest extent permitted by law, that they will not voluntarily participate in any litigation against Defendants or any Releasee in any way connected with a Released Claim, nor will they accept any award or remedy as a result of any litigation in any way connected with a Released Claim. Nothing in this paragraph is intended to preclude Plaintiffs from disclosing information in response to a subpoena duly issued by a court of law or a government agency having jurisdiction or power to compel such disclosure or from otherwise giving full, complete, truthful, and cooperative answers in response to a duly issued subpoena. Should any of the Plaintiffs be served with a subpoena related to Defendants, or any Releasee, Plaintiffs agree to promptly notify Defendants, in writing (through counsel Jeff Ames of Ames Karanjia LLP), of the subpoena, and to provide Defendants with a copy of the subpoena no later than five (5) days prior to providing testimony or producing any documents in compliance with the subpoena.

9. Mutual Confidentiality of Agreement. The Parties acknowledge that this Agreement and the terms of this Agreement, including the amount of the Settlement Payment, shall be submitted to the Court for approval of the PAGA claim settlement, submitted to the Labor and Workforce Development Agency (“LWDA”) as required by Labor Code section 2699, and publicly accessible. Notwithstanding that, the Parties agree that they shall not disclose to any third party the amount of this settlement or the contents of this Agreement, except to his attorney(s), tax preparer(s), spouse, financial advisor(s), or any taxing authorities, in response to any validly issued subpoena, or as otherwise required by law, or in the case of Debt Resolution Direct, LLC, to its officers, agents or employees with a need to know in order to perform their business duties. In conjunction with any permitted communication to a non-governmental entity, the Parties agree to specifically advise such individuals or entities to keep the applicable information, including without limitation the existence and terms of this Agreement, strictly confidential. The Parties acknowledge that this confidentiality requirement is a material term of this Agreement and understand that the Parties would not have entered into this Agreement without the Parties mutual agreement to comply with these confidentiality obligations. It is not a breach of this confidentiality clause for the Parties to state that the Action “was resolved.” Should Plaintiffs be served with a subpoena relating to Defendants or any other Releasee, which would require the disclosure of information subject to this section, Plaintiffs agree to promptly notify Defendants, in writing (through its counsel Jeff Ames of Ames Karanjia LLP) of the subpoena, and to provide Defendants with a copy of the subpoena no later than five (5) days prior to providing testimony or producing any documents in compliance with the subpoena. By executing this Agreement, the Parties affirm that they have not previously breached this confidentiality clause.

10. Mutual Non-Disparagement. Plaintiffs agree not to disseminate or publish, or allow to be disseminated or published, any written, oral, or electronically transmitted statement that is, or could reasonably be considered to be, a disparaging statement about Defendants, its programs, policies, or practices, or regarding any current or former employee and any related or affiliated entities, except if required by a validly issued subpoena from a court, arbitrator, or government agency of competent jurisdiction. Defendants Clegg, Nearing, and Senitte agree not to disseminate or publish, or allow to be disseminated or published, any written, oral, or electronically transmitted statement that is, or could reasonably be considered to be, a disparaging statement about Plaintiffs. Defendant Debt Resolution Direct, LLC agrees to direct its officers and directors with knowledge of this Agreement not to disseminate or publish, or allow to be disseminated or published, any written, oral or electronically-transmitted statement that is, or could reasonably be considered to be, a disparaging statement about Plaintiffs.

11. Liquidated Damages. The Parties agree that, in the event of a breach of paragraphs 8, 9 or 10 of this Agreement, damages will be difficult to calculate with certainty. In the event of a proven breach of a party’s confidentiality or non-disparagement obligations, the breaching party agrees to pay liquidated damages in the amount of Two Thousand Dollars (\$2,000.00) as a reasonable estimate of damages for the harm suffered, and not as any penalty. A claim or suit to enforce the terms of this provision does not void and will not affect or eliminate any release or other obligations contained in this Agreement. In addition to the remedies as stated above, the Parties expressly reserve the right to pursue any and all additional remedies permissible by law or in equity.

12. Future Employment. Plaintiffs understand that any application that any of them may make for future employment with Defendants, or with any of Defendants' affiliates or related entities, will be duly subject to the limitations on rehiring of subdivision (b)(2) of Code of Civil Procedure § 1002.5 and that such an application will be considered on that basis, at Defendants' sole discretion and without any liability to Plaintiffs.

13. Applicable Law. The validity, interpretation, and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

14. Entire Agreement. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof. It is agreed that there are no collateral agreements or representations, written or oral, which are not contained in this Agreement. Any prior representations or agreements between the Parties on any subject covered by this Agreement are canceled and superseded by this Agreement. Nothing in this Agreement is intended to limit or affect Plaintiffs' obligations under law or any prior agreement to maintain the confidentiality of Defendants' trade secrets, confidential, or proprietary information.

15. Severability. Should it be determined that any term of this Agreement is unenforceable, it is the Parties' intention that the term shall be deemed to be deleted and the validity and enforceability of the remaining terms remain intact.

16. Headings and Construction. The headings set forth in this Agreement are for convenience only and shall not be used in interpreting this Agreement. This Agreement has been drafted by legal counsel representing Defendants, but Plaintiffs and their counsel have participated in the negotiation of its terms. Plaintiffs further acknowledge that each of them has had an opportunity to review and discuss each term of this Agreement with legal counsel and, therefore, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

17. Modifications. This Agreement may be amended only by a written instrument executed by all parties hereto.

18. Assignment. The Parties warrant and represent that they have not assigned or transferred to any person not a party to this Agreement any released matter or any right to any of the consideration provided by either party pursuant to this Agreement. This Agreement shall inure to any successor(s) of Defendants.

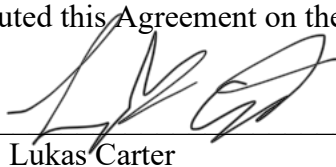
19. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement. The Parties shall immediately seek the Court's approval of the PGA claim settlement by Stipulation and Order procedures or whatever procedure the Court requires.

20. Counterparts. This Agreement may be executed in counterparts. The execution of a signature page of this Agreement by original or facsimile signature shall constitute the execution of the Agreement, and the Agreement shall be binding on each party upon that party's signing of such a counterpart.

The parties to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement and fully understand each and every provision contained herein, and intend to be fully bound by its provisions.

WHEREFORE, the Parties have executed this Agreement on the date(s) shown below.

Dated: 12/07/21



Lukas Carter

Dated: 12/7/2021



Benjamin Scalzi

Dated: _____

Bruce Spake

Dated: _____

Matt Clegg

Dated: _____

David Nearing

Dated: _____

Richard Senitte

Dated: _____

DEBT RESOLUTION DIRECT, LLC

By: _____
Matt Clegg

The parties to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement and fully understand each and every provision contained herein, and intend to be fully bound by its provisions.

WHEREFORE, the Parties have executed this Agreement on the date(s) shown below.

Dated: _____

Lukas Carter

Dated: _____

Benjamin Scalzi

Dated: _____

12/6/21

Bruce Spake
Bruce Spake

Dated: _____

Matt Clegg

Dated: _____

David Nearing

Dated: _____

Richard Senitte

Dated: _____

DEBT RESOLUTION DIRECT, LLC

By: _____
Matt Clegg

The parties to this Agreement, with the benefit of representation and advice of counsel, have read the foregoing Agreement and fully understand each and every provision contained herein, and intend to be fully bound by its provisions.

WHEREFORE, the Parties have executed this Agreement on the date(s) shown below.

Dated: _____

Lukas Carter

Dated: _____

Benjamin Scalzi

Dated: _____

Bruce Spake

Dated: 12/6/21

Matt Clegg

Matt Clegg

Dated: 12/6/21

David Nearing

David Nearing

Dated: 12/6/21

Rich Senitte

Richard Senitte

Dated: 12/6/21

DEBT RESOLUTION DIRECT, LLC

By: *Matt Clegg*

Matt Clegg

APPROVED AS TO FORM:

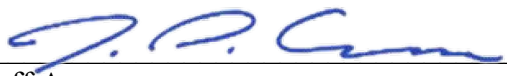
Dated: 12/07/2021

W LAW, INC.

By: 
Jason Whooper
Attorney for Plaintiffs

Dated: December 8, 2021

AMES KARANJIA LLP

By: 
Jeff Ames
Attorney for Defendants