

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (hereinafter referred to as “the Agreement”) is made and entered by and between Adriana Cinquemani (hereinafter referred to as “Cinquemani”) and American Family Life Assurance Company of Columbus (including its predecessors, successors, parent, affiliated entities, owners, officers, attorneys, directors, shareholders, employees, and agents) (hereinafter referred to collectively as “Aflac” or “the Company”) (Cinquemani and Aflac are sometimes individually referred to herein as a “Party” and collectively as the “Parties”) for the following purposes and with reference to the following facts.

RECITALS

A. WHEREAS, the purpose of this Agreement is to settle and compromise all disputes and controversies existing between the Parties including, without limitation, those described in more detail hereinafter;

B. WHEREAS, on or about December 29, 2021, Cinquemani filed a lawsuit against Aflac (Case No. 30-2020-01161586-CU-OE-CXC) in the Superior Court of California, County of San Bernardino, asserting wage and hour claims in a class action on behalf of herself and all other similarly situated employees within the State of California, alleging nine causes of action as follows: (1) failure to pay all minimum wages, (2) failure to provide rest periods or premium pay in lieu thereof, (3) failure to provide meal periods or premium pay in lieu thereof, (4) failure to maintain accurate employment records, (5) failure to timely pay wages, (6) failure to pay all wages upon termination, (7) failure to reimburse necessary business expenses, (8) failure to furnish accurate itemized wage statements, all pursuant to California’s Labor Code, and (9) violations of California’s Unfair Competition Law (“Complaint”);

C. WHEREAS, on or about February 4, 2022, Aflac filed and served a Petition to Compel Arbitration (the “Petition”) in the United States District Court for the Middle District of Georgia, Columbus Division before U.S. District Court Judge Clay D. Land (the “Georgia Court”), seeking an order compelling Cinquemani to submit to binding arbitration, on an individual basis, any and all claims she had against Aflac, pursuant to an arbitration agreement signed by Cinquemani (which expressly permits Aflac to seek enforcement of the arbitration provision in Georgia federal court). On or about March 9, 2022, the Georgia Court issued an Order and Final Judgment (the “Judgment”) from the Georgia Court, which found both that (i) Cinquemani’s claims against Aflac are subject to mandatory arbitration; and (ii) her arbitration agreement contains a valid class and representative action waiver that prohibits her from pursuing any claims against Aflac in a representative capacity on behalf of other individuals, and that she is therefore enjoined from pursuing any action against Aflac in any capacity other than on an individual basis in arbitration. On or about May 20, 2022, Cinquemani filed a request for dismissal of Causes of Action 1-9 in the Complaint without prejudice, which the court dismissed as requested that same day;

D. WHEREAS, on or about December 29, 2021, Cinquemani filed a notice with the California Labor and Workforce Development Agency (“LWDA”) seeking penalties on a representative basis under the Private Attorneys General Act (“PAGA”), California Labor Code § 2698 *et seq.*, for alleged violations of the Labor Code. On or about August 2, 2022, Cinquemani filed a First Amended Complaint against Aflac in the Superior Court of California,

County of San Bernardino alleging a cause of action under PAGA on a representative basis (the “First Amended Complaint”. Collectively, the Complaint and First Amended Complaint shall be referred to hereafter as the “Action”);

E. WHEREAS, on or about August 26, 2022, Aflac filed Motion for Imposition of Civil Contempt Sanctions, which the Georgia Court granted on September 8, 2022, and ordered Cinquemani to pay Aflac \$27,832.51, as well as a daily civil fine in the amount of \$120 per calendar day to the Georgia Court, beginning September 12, 2022, for every day that Cinquemani pursued the Action in California in violation of the Judgment (“Contempt Order”);

F. WHEREAS, the Parties have determined that the best course of action is to resolve Cinquemani’s claims on an individual basis promptly, and dismiss the representative Action. The Parties agree and acknowledge that this Agreement is not intended to and does not waive or release any claim of any nature as to any other alleged aggrieved employees or the LWDA, but does constitute and full general waiver and release of any individual claim of Cinquemani, and deprives her of standing to maintain claims against Aflac or the Company Releasees (as defined in Paragraph 5(a) below) in any capacity, including but not limited to as a class or PAGA representative, or otherwise;

G. WHEREAS a good faith and bona fide dispute exists between the Parties regarding Cinquemani’s claims, including but not limited to: (1) whether she was misclassified; (2) the extent and amount of any unpaid wages or overtime Cinquemani alleges to have worked and/or is owed related to her employment with Aflac, if any, and (3) the extent and amount of any meal and/or rest breaks Cinquemani missed and/or was not provided during her employment with Aflac, if any (and claims derivative thereof); and

H. WHEREAS, it is now the desire of the Parties to compromise, settle and release all claims of whatever kind or description that Cinquemani may have against Aflac or the Company Releasees, and to effect a total resolution and compromise of all such disputes, including but not limited to a full and complete general release as to Aflac;

NOW, THEREFORE, in consideration of the recitals which are incorporated into this Agreement and the mutual promises and covenants set forth herein, the Parties do hereby agree as follows:

AGREEMENTS

1. Denial of Liability. The Company, any parent, affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employee or agents have denied and continue to deny any and all liability to Cinquemani for any of the claims alleged in the Action, as well as any and all claims that could have been asserted in the Action. The Company specifically disputes that Cinquemani was misclassified, worked hours for which she was not fully compensated, or was denied any meal and rest periods to which she may have been entitled. Each Party expressly recognizes that this Agreement shall not in any way be construed as an admission by the Company, the Company Releasees, any parent, affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employees or agents of any unlawful or wrongful acts whatsoever against Cinquemani or any other person. The Company, the Company Releasees, any parent, affiliated or related companies or divisions, predecessors,

successors or assigns, owners, officers, directors, shareholders, attorneys, employees and agents specifically deny any liability to, or wrongful acts against, Cinquemani or any other person on the part of themselves or any of their employees or agents.

2. Dismissal of the Action.

(a) **Dismissal of the Action:** This settlement is conditioned upon Cinquemani effectively dismissing the Action against Aflac in its entirety (including the Complaint and First Amended Complaint), with prejudice as to Cinquemani's individual claims and as to Cinquemani's class and PAGA claims in an individual and a representative capacity as to her, and without prejudice as to the other putative class members' and aggrieved employees' representative claims alleged in the Complaint and First Amended Complaint. At the time she executes the Agreement, Cinquemani shall forward to counsel for Aflac an executed Request for Dismiss of the Entire Action ("Request for Dismissal") in the form attached as Exhibit A hereto. Counsel for Aflac shall file such Request for Dismissal, and upon the Court's dismissal of the Action, Aflac shall forward Cinquemani the Settlement Sum set forth in Paragraph 4. Entry of the dismissal of this Action by the Court is a condition precedent for this Agreement to become effective.

(b) **All Other Steps:** Cinquemani agrees to take all further steps, and to execute any other documents which may be necessary to effect a dismissal of the Action in its entirety and will immediately cause such documents to be sent to counsel for the Company to the extent necessary.

3. Warranty. Cinquemani represents and warrants that the Action encompass all claims that she could have asserted against Aflac under the California Labor Code, Fair Labor Standards Act, California Business and Professions Code, California Civil Code, the Private Attorneys General Act ("PAGA") and/or any other local, state or federal laws, statutes, ordinances or regulations or the common law. Cinquemani further represents that she has no other pending claims, complaints or charges against Aflac, the Company Releasees, any parent, affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employees and agents with any arbitration forum, state or federal court or any local, state or federal agency based on any event(s) occurring prior to the date of execution of this Agreement.

Cinquemani specifically represents that this Agreement is being entered into post-dispute, and that she will not in the future file, or act or continue to act as a named plaintiff, representative or claimant and waives and releases any right to do so (including, but not limited to, in a representative capacity or as an "aggrieved employee" under the PAGA), encourage or instigate the filing of any lawsuit or proceeding, by any party in any state or federal court, or of any proceeding before any local, state or federal agency, or of any proceeding before any arbitration forum, based upon events occurring prior to the date of execution of this Agreement, claiming the Company, the Company Releasees, any parent, affiliated or related companies or divisions, predecessors, successors or assigns, owners, officers, directors, shareholders, attorneys, employees or agents have violated any local, state or federal laws, statutes, ordinances or regulations, or concerning any allegations of tortious conduct and/or violations of contractual relationships of any kind, except to the extent permitted in Paragraph 8. Cinquemani specifically represents she will not pursue or continue any claims against the Company or the Company Releasees in a representative capacity, under PAGA or otherwise.

Cinquemani warrants and represents that the Settlement Sum in Paragraph 4 constitutes the payment of all monies and consideration of any type or nature owed to her by the Company as a result of her relationship with the Company and the termination of that relationship.

- a. **Consideration.** In consideration of the covenants and undertakings set forth in this Agreement, the Company shall: (a) waive and release its right to enforce the Contempt Order, as set forth in Paragraph 5(b) below, and (b) pay to Cinquemani the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00), in settlement of her individual claims (the "Settlement Sum"). The Settlement Sum shall be paid within fifteen (15) days of the Court's dismissal of this Action consistent with Paragraph 2(a) above. Cinquemani and Melmed Law Group P.C. will provide Aflac with a completed and signed (wet signature) Form W-9 (Rev. October 2018) prior to issuance of the check. The Settlement Sum shall be paid as follows:
- i. One check in the amount of \$4,736.78 made payable to "Melmed Law Group P.C." and sent to the office of Plaintiff's counsel, for attorneys' fees and costs, for which Plaintiff's counsel will receive an IRS Form 1099, and
 - ii. One check in the amount of \$5,263.12 payable to Plaintiff in settlement of all claims, for which Plaintiff will receive an IRS Form 1099.

5. Mutual Release of Known and Unknown Claims.

(a) **Cinquemani's Release.** Except for obligations created by or arising out of this Agreement, Cinquemani does hereby, for herself and for her heirs, agents, successors-in-interest and assigns, irrevocably and unconditionally release and forever discharge the Company, any affiliated or related companies or divisions, and their respective current and former predecessors, successors or assigns, owners, officers, directors, shareholders, insurers, attorneys, employees, independent contractors and agents (the "Company Releasees"), from any and all causes of action, claims, actions, rights, judgments, obligations, damages, penalties, demands, accountings or liabilities of whatever kind and character, which Cinquemani may have against the Company Releasees by reason of or arising out of, touching upon, or concerning any of the matters, acts or omissions described or referenced in the Action, any statutory claims, or any and all other matters of whatever kind, nature or description, whether known or unknown, occurring prior to the date of this Agreement.

This release specifically includes, but is not limited to, any and all claims for breach of contract or implied contract, breach of the covenant of good faith and fair dealing, inducement of breach, wrongful or unlawful discharge or demotion, constructive termination, retaliation, whistleblowing, violation of public policy, retaliation, intentional or negligent infliction of emotional distress, intentional or negligent misrepresentation, conspiracy, tortious denial of contract, interference with proprietary interests, failure to provide meal and rest breaks, failure to pay commissions, wages, premium pay, penalties, bonuses, benefits, vacation pay, severance pay, attorneys' fees, or other compensation of any sort, independent contractor classification, negligence, negligent retention, negligent supervision, negligent hiring,

defamation, slander, unlawful efforts to prevent employment, assault, battery, violation of constitutional rights, discrimination or harassment, on the basis of any protected category, including but not limited to race, color, sex, gender or gender identify, national origin, religion, age, disability, pregnancy, medical condition or marital status, failure to prevent, train about or investigate harassment/discrimination/retaliation, interference with leave, failure to accommodate disability or pregnancy, retaliation, and/or violation of any statutes, rules, regulations or ordinances, whether federal, state or local, including, but not limited to, the California Constitution, ERISA, the Fair Labor Standards Act, the California Wage Orders, the California Labor Code, California's Private Attorneys' General Act (in both an individual capacity and in a representative capacity), Title VII of the Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the California Fair Employment and Housing Act, the California Arbitration Act, the Federal Arbitration Act, the California Unfair Competition Law, and the Worker Adjustment and Retraining Notification Act. Said release is intended to cover ERISA claims brought individually and on behalf of any employee benefit plan, including, but not limited to, trustees, fiduciaries, and others affiliated with such plan.

Cinquemani represents and warrants that she has not assigned or subrogated any of said rights, claims and causes of action, including any claims referenced above in this section, or authorized any other person or entity to assert such a claim or claims on her behalf, and agrees to indemnify and hold the Company harmless against any assignment of said rights, claims and/or causes of action.

Cinquemani further agrees knowingly to waive the provisions and protections of Section 1542 of the California Civil Code, which reads:

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.

This release of claims shall be construed as broadly as possible under applicable law but shall not include any claim the release of which would violate California or federal statutory law or the public policy of the State of California.

(b) Aflac's Release. Except for obligations created by or arising out of this Agreement, Aflac, for itself and on behalf of its attorneys, agents, representatives, partners, joint venturers, successors, assigns, insurers, owners, employees, officers, and directors (hereinafter the "Company Releasers") agrees unconditionally and forever to release and discharge Cinquemani, and her heirs, administrators, successors, assigns, attorneys and insurers, and each of them, from the payment of the \$27,832.51 Contempt Order awarded to Aflac pursuant to the Judgment by the Georgia Court, and of any and all claims, actions, causes of action, demands, rights, or damages of any kind or nature which the Company Releasers, or any of them, may now have, or ever have, whether known or unknown, arising on or before the date of the execution of this Agreement. Aflac agrees to take all further steps, and to execute any other documents which may be necessary to advise the Georgia Court of Cinquemani's compliance with the Judgment and to request a waiver of the civil daily fine of \$120 per calendar day that began on September

12, 2022 in its entirety. Cinquemani acknowledges that Aflac has no control or authority over the Georgia Court.

Aflac, for itself and on behalf of the other Company Releasors, further agrees knowingly to waive the provisions and protections of Section 1542 of the California Civil Code, which reads:

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.

This release of claims shall be construed as broadly as possible under applicable law but shall not include any claim the release of which would violate California or federal statutory law or the public policy of the State of California.

6. Knowing and Voluntary. Cinquemani and Aflac each represent and agree that she or it, as the case may be, is entering into this Agreement knowingly and voluntarily. Cinquemani and Aflac each affirms that no promise or inducement was made to cause her or it to enter into this Agreement, other than the consideration set forth in this Agreement. Cinquemani and Aflac each further confirms that, in entering into this Agreement, she or it has not relied upon any other statement or representation by anyone other than what is in this Agreement.

7. Execution of Agreement. Cinquemani expressly acknowledges that she has been provided at least five (5) days to consider this Agreement, that she was informed that she has the right to consult with counsel regarding this Agreement, and that she is represented by counsel and has had the opportunity to consult with counsel.

8. Confidentiality of Agreement. Cinquemani represents and agrees that the terms and conditions of this Agreement and the facts giving rise to it shall remain strictly confidential and that she will not disclose them to anyone. Notwithstanding the foregoing, nothing contained in this Agreement is intended to prohibit or restrict Cinquemani in any way from: (i) making any disclosure of information required by law, including to the extent information may be required by the Court to effectuate the dismissal set forth in Paragraph 2(a), above or in connection with Aflac's communications with the Georgia Court pursuant to Paragraph 5(b), above; (ii) providing information to, or testifying, or otherwise assisting in any investigation or proceeding brought by, any federal regulatory or law enforcement agency or legislative body; or (iii) testifying, participating, or otherwise assisting, in proceedings before the Equal Employment Opportunity Commission or the California Department of Fair Employment & Housing, or those laws relating to fraud, or to any rule or regulation of the Securities and Exchange Commission, or any other analogous regulatory organization, or based on analogous state laws, provided, however, that Cinquemani waives all rights to any monetary recovery or damages or equitable relief; (iv) discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Cinquemani has reason to believe is unlawful; or (v) disclosing the terms and conditions of this Agreement to Cinquemani's attorneys, tax advisors, accountants and/or immediate family members (collectively referred to as "Cinquemani's Confidants"), on a need to know basis only, provided that they agree to keep

this information strictly confidential. Cinquemani agrees that she will inform any such attorneys, accountants and/or immediate family members about this confidentiality provision. Cinquemani understands and agrees that this Paragraph 8 is a material provision of this Agreement and that any breach of this Paragraph by Cinquemani or Cinquemani's Confidants shall be a material breach of this Agreement.

9. Non-Disparagement. Cinquemani agrees and covenants that she shall not at any time make, publish, or communicate to any person or entity in any public forum any defamatory, maliciously false, or disparaging remarks, comments, or statements concerning Aflac or its businesses, or any of its employees, officers, or directors, and their existing and prospective customers, suppliers, investors, and other associated third parties, now or in the future. This Paragraph 9 is not intended to and does not restrict or impede Cinquemani from exercising protected rights, to the extent that these rights cannot be waived by agreement or from complying with any applicable law or regulation or a valid order of a court of competent jurisdiction or an authorized government agency, provided that such compliance does not exceed that required by the law, regulation, or order. Cinquemani agrees to promptly provide written notice of any such order to Aflac's attorneys.

10. No Employment or Contractual Relationship. Cinquemani agrees that her separation from Aflac was due to legitimate, non-discriminatory, non-retaliatory business reasons. She further agrees that she will neither seek nor accept employment or an independent contractor relationship with Aflac or the Company Releasees at any time in the future. Cinquemani further agrees that Aflac and the Company Releasees shall not have any obligation at any time in the future to employ or contract with her, or enter into any other business arrangement of any kind with her; and that if she does seek employment, contracting, or any other form of business relationship with Aflac and/or the Company Releasees under which she would receive compensation for services performed by her, a rejection by Aflac and the Company Releasees, or any of them, of her application or inquiry will not constitute a violation of this Agreement or a violation of law in any manner whatsoever.

11. General Provisions.

(a) Successors. This Agreement is binding upon, and shall inure to the benefit of, the Parties and their respective predecessors-in-interest, successors-in-interest, permitted assigns, agents, employees, board members, directors, officers, shareholders, members, and affiliates.

(b) Choice of Law and Arbitration of Disputes. This Agreement has been entered into in the State of California, and any controversy, claim, or dispute arising between the Parties, including questions with respect to the application, interpretation, and enforcement of this Agreement and the rights and liabilities of the Parties, and all other disputes arising from this Agreement, shall be governed by California law, except the following arbitration provision, which shall be governed by the Federal Arbitration Act ("FAA"). Any controversy, claim, or dispute arising between the Parties, including, without limitation, those arising out of or relating to this Agreement including, without limitation, the interpretation, performance, formation, validity, breach, or enforcement of this Agreement or this agreement to arbitrate to the extent permitted by law, and further including any such controversy, claim, or dispute against or involving any of the Parties or any officer, director, agent, employee, independent contractor, affiliate, successor, predecessor, or assign of any of the Parties (each, a "Dispute"), shall be fully

and finally adjudicated by arbitration (the “Arbitration”), and all of the Parties shall be deemed to have waived any right they may have had to have any such Dispute decided by a jury. The Arbitration shall be (i) administered by a single, nationally-recognized arbitrator affiliated with JAMS, its successor or, in the absence of a successor, another nationally-recognized dispute resolution organization (individually and collectively, “Arbitrator”); (ii) conducted in accordance with the employment arbitration rules then in effect for JAMS, its successor or other organization, as applicable (the “Rules”); (iii) held in Los Angeles, California. The Company shall pay for the costs and fees associated with the arbitration to the extent required by law, but the Parties shall each bear their own attorneys’ fees and costs during the arbitration process.

(c) Joint Preparation/Knowing and Voluntary. The Parties have cooperated in the preparation of this Agreement and, hence, it shall not be interpreted or construed against or in favor of any Party by virtue of the identity, interest or affiliation of its preparer. The Parties acknowledge that they are represented by counsel and are entering into this agreement knowingly and voluntarily.

(d) Expenses and Attorneys’ Fees. Except as otherwise provided in this Agreement, each Party shall bear and pay her or its own costs, attorneys’ fees, and other expenses incurred in connection with or in relation to the Action, including, without limitation, in connection with the drafting, preparation, negotiation, execution, and performance of this Agreement. Notwithstanding the foregoing sentence, the prevailing party in any dispute between or among the Parties arising from or relating to the application, interpretation, or enforcement of this Agreement or the rights and liabilities of the Parties hereunder shall be entitled to recover her or its costs and reasonable attorneys’ fees incurred in connection with such dispute.

(e) Execution and Counterparts. This Agreement may be executed in counterparts, which may be exchanged by facsimile or electronic mail.

(f) Amendment or Modification/Waiver/Severability. Any amendment or modification of this Agreement must be in writing, and signed by Cinquemani and a duly authorized representative of the Company. The failure to enforce any provision of this Agreement shall not be construed to be a waiver of such provision or to affect either the validity of this Agreement or the right of any Party to enforce this Agreement. If any portion of this Agreement is found to be illegal or unenforceable, such portion shall be severed from the Agreement and such action shall not affect the validity or enforceability of the remaining paragraphs or subparagraphs of this Agreement.

(g) Entire and Final Agreement. This is the entire Agreement between Cinquemani and the Company and it supersedes any previous negotiations, agreements and understandings concerning this subject matter. The recitals are hereby incorporated fully as an integral part of this Agreement. This Agreement shall be fully binding upon and enforceable with respect to the Parties and their respective heirs, representatives, partners, successors, executors, assigns, independent contractors, agents, directors, officers, shareholders, insurers, representatives, attorneys, consultants and employees.

PLEASE READ CAREFULLY: THIS CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE INCLUDES A RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.

THE SIGNATORIES HAVE CAREFULLY READ THIS ENTIRE AGREEMENT. ITS CONTENTS HAVE BEEN FULLY EXPLAINED TO THEM BY THEIR RESPECTIVE ATTORNEYS. TH SIGNATORIES FULLY UNDERSTAND THE FINAL AND BINDING EFFECT OF THIS AGREEMENT. THE ONLY PROMISES MADE TO ANY SIGNATORY CONCERNING THIS AGREEMENT, AND TO SIGN THIS AGREEMENT, ARE CONTAINED IN THIS AGREEMENT. THE SIGNATORIES ARE SIGNING THIS AGREEMENT VOLUNTARILY.

IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and General Release.

DATED: _____, 2022

Adriana Cinquemani

AMERICAN FAMILY LIFE ASSURANCE
COMPANY OF COLUMBUS

DATED: _____, 2022

By:

Title:

For American Family Life Assurance
Company of Columbus

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IN WITNESS WHEREOF, the Parties hereto have executed this Confidential Settlement Agreement and General Release.

DATED: _____, 2022

Adriana Cinquemani

AMERICAN FAMILY LIFE ASSURANCE
COMPANY OF COLUMBUS

DATED: 10/21/22, 2022



[Andy Glaub \(Oct 21, 2022 15:00 EDT\)](#)

By: Andy Glaub

Title: SVP Director. Of Sales

For American Family Life Assurance
Company of Columbus