

EXHIBIT A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

**CAMRAN REZAPOURIAN, DESTINEE
SIMPSON, ALEX KNECHTL, CAROLINE
BURNHAM, TYLER THOMPSON, ANUM
TARIQ, AUSTIN MOORE, and
ANASTASIYA BAZALYUK individually
and on behalf of all others similarly situated,**

Plaintiffs,

Index No. 603785/2022

v.

THIRD BRIDGE (US) INC.,

Defendant.

JOINT STIPULATION OF SETTLEMENT AND RELEASE AGREEMENT

This Joint Stipulation of Settlement and Release Agreement (together, with the exhibits hereto, the “Agreement”) is made and entered into by and between Camran Rezapourian, Destinee Simpson, Alex Knechtel, Caroline Burnham, Tyler Thompson, Anum Tariq, Austin Moore, and Anastasiya Bazalyuk (“Named Plaintiffs”), individually and on behalf of a collective they seek to represent (the Named Plaintiffs and members of the collective they seek to represent are collectively referred to as “Plaintiffs”), and Third Bridge (US) Inc. (“Defendant” or “Third Bridge”) (Plaintiffs and Defendant are referred to herein as, collectively, the “Parties” or individually, a “Party”).

RECITALS

WHEREAS, on or about August 27, 2021, Named Plaintiffs, through counsel, notified Defendant of wage and hour-related claims they intended to file against Defendant on behalf of themselves and similarly situated employees and invited Defendant to explore the potential for pre-litigation resolution of those claims, notwithstanding Defendant’s position that any such claims lacked legal merit;

WHEREAS, Named Plaintiffs and Defendant entered into a Tolling Agreement, effective as of August 27, 2021, to allow them an opportunity to explore potential pre-litigation resolution of the claims raised by Named Plaintiffs;

WHEREAS, Defendant provided payroll data and other information to Plaintiffs’ Counsel (as defined below) to allow them to calculate potential damages for the claims raised by Named Plaintiffs;

WHEREAS, as a result of private settlement mediation before mediator Dina Jansenson on June 20, 2022, the Parties have agreed to fully and finally resolve this matter on the terms and conditions described herein;

WHEREAS, Defendant denies all of the allegations which were or will be raised or could have been raised in the Action (as defined below) and denies that it is liable or owes damages to anyone with respect to the alleged facts or causes of action which were or will be asserted or could have been asserted in the Action. Nonetheless, without admitting or conceding any wrongful conduct, alleged purported facts, liability or damages, Defendant has agreed to a settlement on the terms set forth in this Agreement to avoid the burden, expense, and uncertainty of litigation; and

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, as well as the consideration provided for in this Agreement which the Parties agree constitutes fair and sufficient consideration to support the promises and releases in this Agreement, the Parties agree to a full and complete settlement of the claims which were asserted, will be asserted, or could have been asserted in the Action on the following terms and conditions and further agree that this settlement shall have no evidentiary effect in any subsequent litigation, except subsequent litigation to enforce the terms of the Agreement or as may be necessary in any other litigation to secure the dismissal of any claims resolved herein and asserted in violation of this Agreement.

1. DEFINITIONS

The following terms, as used in this Agreement, are defined as follows:

a. “Acceptance Period” means the 150-day period after initial mailing during which an Eligible Settlement Collective Member must sign and cash a Settlement Check.

b. “Action” means the civil action filed in the Supreme Court of the State of New York, Nassau County, captioned *Rezapourian, et al. v. Third Bridge (US) Inc.*, Index No. 603785/2022. The Named Plaintiffs and Plaintiffs’ Counsel represent that there is no other pending action in any forum asserting the claims that are asserted in the Action.

c. “Applicable Work Weeks” means the weeks worked between August 27, 2015 and May 26, 2022 for Eligible Settlement Collective Members employed in New York; and between August 27, 2017 and May 26, 2022 for Eligible Settlement Collective Members employed in California.

d. “Approval Order” means an order to be approved and entered by the Court, which approves the Settlement and this Agreement, and enters final judgment, in a form substantially similar to the Proposed Order Approving Collective Action Settlement, attached hereto as Exhibit A.

e. “Complaint” means the Complaint filed in the Action.

f. “Collective Period” means the period between August 27, 2015 and August 19, 2022 for Eligible Settlement Collective Members employed in New York; and between August

27, 2017 and August 19, 2022 for Eligible Settlement Collective Members employed in California.

- g. “Court” means the Supreme Court of the State of New York, Nassau County.
- h. “Defendant’s Counsel” means Sheppard, Mullin, Richter & Hampton LLP.
- i. “Effective Date” means the date on which the Court enters an order approving the Settlement in substantially the form presented by the Parties.
- j. “Eligible Settlement Collective Member” means the approximately 803 individuals, including the Named Plaintiffs Camran Rezapourian, Destinee Simpson, Alex Knechtel, Caroline Burnham, Tyler Thompson, Anum Tariq, Austin Moore, and Anastasiya Bazalyuk, who were employed by Defendant as Analysts, Research Analysts, Associates, Client Associates, Co-executors, Research Associates, Senior Associates, Specialist Associates, Senior Specialist Associates, Project Managers, and/or Specialist Managers during the Collective Period.
- k. “Employer Payroll Taxes” means the taxes arising out of or based upon the portion of the Gross Settlement Amount (defined below) allocated to the payment of wages to Eligible Settlement Collective Members as part of this Settlement, including FICA, FUTA, and SUTA obligations.
- l. “Gross Settlement Amount” means \$4,100,000 which is the total, aggregate sum that Defendant has agreed to pay to fully and finally resolve and settle any and all claims which are, will be, or could have been asserted in the Action, and all costs and fees associated with such claims, including without limitation any claim for attorneys’ fees and costs approved by the Court, any and all amounts to be paid to Participating Settlement Collective Members, the California Labor and Workforce Development Agency’s (“LWDA”) share of PAGA penalties, any Court-approved Service Awards, any Settlement Administrator costs, and the Employer Payroll Taxes. Under no circumstances will Defendant be required to pay any more than the Gross Settlement Amount. Participating Settlement Collective Members will be responsible for the employees’ share of income and payroll taxes as described below.
- m. “Net Settlement Fund” means the remainder of the Gross Settlement Amount after deductions, payments, and allocations for: (i) Court-approved attorneys’ fees and costs for Plaintiffs’ Counsel, (ii) the Court-approved Service Awards, (iii) the Employer Payroll Taxes, (iv) Settlement Administration costs, and (v) the California Labor and Workforce Development Agency’s share of PAGA penalties.
- n. “PAGA” means the California Labor Code Private Attorneys General Act of 2004, Labor Code sections 2698, *et seq.*
- o. “Participating Settlement Collective Members” means each Eligible Settlement Collective Member, including Named Plaintiffs, who signs and cashes a Settlement Check during the Acceptance Period.
- p. “Plaintiffs’ Counsel” means Werman Salas P.C.

q. “Released Parties” means Third Bridge (US) Inc. and all of its past and present companies, parents, subsidiaries, affiliates, predecessors, successors, principals, founders, beneficial owners, stockholders, assigns, agents, directors, officers, members, partners, representatives, counsel, lenders, fiduciaries, and insurers.

r. “Settlement” means the settlement between the Parties which is embodied and contained in this Agreement.

s. “Settlement Account” means a Qualified Settlement Fund (“QSF”) established and controlled by the Settlement Administrator under Section 468B of the Internal Revenue Code and Treas. Reg. §§ 1.468B-1 *et seq.*, and capable of receiving and holding in escrow the Gross Settlement Amount following January 1, 2023.

t. “Settlement Administrator” means Analytics Consulting LLC.

u. “Settlement Check” means the check issued to each Eligible Settlement Collective Member for his or her proportionate share of the Net Settlement Fund.

v. “Settlement Notice” means the document entitled Notice of Settlement and Opportunity to Participate, to be approved by the Court in a form substantially similar to the Notice attached hereto as Exhibit B.

2. INITIAL PROCEDURAL ISSUES

a. Binding Agreement

This Agreement is a binding agreement and contains all material terms.

b. Retention and Responsibilities of the Settlement Administrator

i. The Settlement Administrator shall be responsible for, among other things, preparing, printing and mailing the Settlement Notices and Settlement Checks as directed by the Court; distributing the Settlement Notice to Participating Settlement Collective Members via email and/or U.S. Mail, as appropriate; updating addresses with the U.S. Postal Service’s National Change of Address (“NCOA”) database; making commercially reasonable searches for new addresses for Eligible Settlement Collective Members whose Settlement Notices and Settlement Checks are returned as undeliverable with no forwarding address; determining the amount of the Defendant’s share of the applicable Employer Payroll Taxes to be paid from the Gross Settlement Amount submit the PAGA payment to the California LWDA, and the amount of all payroll tax deductions to be withheld; providing status reports to Defendant’s Counsel and Plaintiffs’ Counsel regarding the status of the mailing of the Settlement Notices and Settlement Checks; issuing and mailing checks for Court-approved Service Awards to Named Plaintiffs; wiring Court-approved attorneys’ fees and costs to Plaintiffs’ Counsel; printing and providing W-2s and 1099 forms as required under this Agreement and applicable law; and for such other tasks set forth in this Agreement or as to which the Parties mutually agree.

ii. The Settlement Administrator shall also establish, control, and maintain the Settlement Account according to the terms of this Agreement, and be responsible for filing all required tax returns for the Settlement Account and paying any taxes due.

iii. The Parties will have equal access to the Settlement Administrator and all information relating to the administration of the Settlement. The Parties agree to cooperate with the Settlement Administrator, and to provide accurate information necessary to send the Settlement Notice and Settlement Checks in accordance with the terms of this Agreement.

iv. The Settlement Administrator's fees shall come out of the QSF and be paid from the QSF upon completion of all duties required to be performed by the Settlement Administrator under the terms of this Agreement and any Court orders.

v. The Settlement Administrator shall present proof of errors and omissions insurance and employee fidelity bonding with coverage in an amount equal to or exceeding the Gross Settlement Fund, and provide a Certificate of Liability Insurance upon request of counsel to Plaintiffs of Defendant.

3. MONETARY TERMS OF SETTLEMENT

a. Settlement Payments

i. Defendant agrees to pay the Gross Settlement Amount, which shall fully resolve the Action and satisfy all amounts to be paid to Eligible Settlement Collective Members, any Court-approved Service Awards, Plaintiffs' Counsel's Court-approved attorneys' fees and costs, the Employer Payroll Taxes, the cost of the Settlement Administrator, and the LWDA's share of PAGA penalties.

b. Settlement Amounts Payable as Attorneys' Fees and Costs

i. In their Approval Motion (as defined below), Plaintiffs' Counsel shall ask the Court to approve payment of up to \$1,366,666.65 of and from the Gross Settlement Amount as an award of attorneys' fees and a payment of up to \$15,000 from the Gross Settlement Amount as reimbursement of costs. That amount shall be in full satisfaction of any claim or request for attorneys' fees and costs, and Participating Settlement Collective Members agree that they shall not seek, and shall not be entitled to, any additional attorneys' fees or costs incurred in relation to this Action. Defendant agrees that it will not object to or otherwise comment on Plaintiffs' Counsel's application for attorneys' fees and costs in this Action.

ii. In the event that the Court rejects or reduces Plaintiffs' Counsel's application for attorneys' fees and costs, such determination shall not negatively impact the Court's consideration of whether this Agreement represents a fair and reasonable resolution of bona fide disputes under the FLSA, New York Labor Law and California wage and hour laws. The outcome of any proceeding related to Plaintiffs' Counsel's application for attorneys' fees and costs shall not terminate this Agreement or otherwise affect the Court's ruling on the Approval Motion. If the Court awards less than the requested amount and Plaintiffs' Counsel does not appeal

that award, or if Plaintiffs' Counsel appeals the award and the result of that appeal is an award of less than the amount requested, only the awarded amount shall be paid to Plaintiffs' Counsel and the awarded amount shall constitute full satisfaction of Defendant's obligation to pay attorneys' fees and costs in accordance with Section 3(a), and Participating Settlement Collective Members agree that they shall not seek, and shall not be entitled to, any additional attorneys' fees or costs incurred in relation to the Action or the pursuit of any claims in violation of this Agreement. This Settlement Agreement is not conditioned upon the Court's approval of Plaintiffs' Counsel's fees and costs and any amounts that are not approved for fees and costs shall become part of the Net Settlement Amount.

iii. All of Defendant's own attorneys' fees, costs and expenses incurred in this Action shall be borne by Defendant.

c. Service Awards

i. The Named Plaintiffs Camran Rezapourian, Destinee Simpson, Alex Knechtel, Caroline Burnham, Tyler Thompson, Anum Tariq, Austin Moore, and Anastasiya Bazalyuk will each apply to the Court to receive a \$15,000.00 Service Award ("Service Award") for services they have rendered to the Eligible Settlement Collective Members.

ii. Defendant will not contest the amount sought for the Service Awards.

iii. Should all or part of the Service Awards sought not be approved by the Court, unapproved amounts shall become part of the Net Settlement Amount.

d. Distribution of Payments

i. The amount of each Settlement Check shall be determined by Plaintiffs' Counsel from the pay records produced by Defendant.

ii. **Allegedly Owed Overtime.** The amount of overtime worked by Eligible Settlement Collective Members remains disputed by the Parties and has not been conclusively determined by evidence. The estimates provided for herein reflect a reasonable compromise between the Parties in aid of resolving the claims that are, will be, or could have been included in the Action.

For Eligible Settlement Collective Members Who Worked in New York

Plaintiffs' Counsel divided Eligible Settlement Collective Members' Annual Salary by 52 weeks to find their Weekly Gross Pay. Plaintiffs' Counsel then divided the Weekly Gross Pay by 45 hours ("Alleged Hours Worked per Week") to get the Regular Rate of Pay.

For each Applicable Work Week between each Eligible Settlement Collective Member's Start Date and End Date, allegedly owed overtime wages were computed as follows:

$$\begin{aligned} \text{Annual Salary} \div 52 &= \text{Weekly Gross Pay} \\ \text{Weekly Gross Pay} \div \text{Alleged Hours Worked per Week} &= \text{Regular Rate of Pay} \end{aligned}$$

Alleged Hours Worked per Week – 40 = Overtime Hours
Regular Rate of Pay * 0.5 * Overtime Hours = Allegedly Owed Overtime Wages

Each Eligible Settlement Collective Member's Allegedly Owed Overtime Wages were summed for All Applicable Work Weeks and were doubled to account for liquidated damages under the FLSA and/or state law.

For Eligible Settlement Collective Members Who Worked in California

Plaintiffs' Counsel divided Eligible Settlement Collective Members' Annual Salary by 52 weeks to find their Weekly Gross Pay. Plaintiffs' Counsel then divided the Weekly Gross Pay by 40 hours to get the Regular Rate of Pay.

For each Applicable Work Week between each Eligible Settlement Collective Member's Start Date and End Date, allegedly owed overtime wages were computed as follows:

Annual Salary ÷ 52 = Weekly Gross Pay
Weekly Gross Pay ÷ 40 Hours = Regular Rate of Pay
Alleged Hours Worked per Week – 40 = Overtime Hours
Regular Rate of Pay * 1.5 * Overtime Hours = Allegedly Owed Overtime Wages

Each Eligible Settlement Collective Member's Allegedly Owed Overtime Wages were summed for All Applicable Work Weeks and were doubled to account for liquidated damages under the FLSA and/or state law, for those who worked in the past three years, and an interest rate of 10 percent was applied to all California Eligible Settlement Collective Member's Alleged Owed Overtime Wages.

iii. **For New York Eligible Settlement Collective Members - Wage Statements and Wage Notices.** For the Wage Statement claim, Plaintiffs' Counsel calculated \$250 per workday, up to a maximum of \$5,000 per Eligible Settlement Collective Member. For the Wage Notices claim, Plaintiffs' Counsel calculated \$50 per workday, up to a maximum of \$5,000 per Eligible Settlement Collective Member.

iv. **For California Eligible Settlement Collective Members**

a. **Meal and Rest Period Violations.**

Plaintiffs' Counsel calculated one hour of pay at the employee's regular rate of compensation for each workday that a meal period was allegedly not provided and one hour of pay at the employee's regular rate for each workday that a rest period was allegedly not provided.

b. **Waiting Time Penalties.**

Plaintiffs' Counsel calculated the wages of the employee for a period of up to 30 days for Defendant's allegedly willful violation of the timely payment requirement.

c. Wage Statement Penalties.

Plaintiffs' Counsel calculated \$50 for the initial pay period and \$100 for each violation in a subsequent pay period, not to exceed an aggregate penalty of \$4,000 for Defendant's alleged failure to provide accurate wage statements.

v. **Allocation.** Plaintiffs' Counsel determined each Eligible Settlement Collective Member's Settlement Payment by dividing the sum of his or her Allegedly Owed Overtime Wages, Wage Statement Claims, Wage Notices Claims, Meal and Rest Period Violations, Waiting Time Penalties, Wage Statement Penalties, Liquidated Damages, and Interest by the total sum of all Eligible Settlement Collective Members' Total Allegedly Owed Overtime Wages, Wage Statement Claims, Wage Notices Claims, Meal and Rest Period Violations, Waiting Time Penalties, Wage Statement Penalties, Liquidated Damages, and Interest and multiplying the quotient by the Net Settlement Fund.

vi. **Tax Allocation.** For tax purposes, 30% of each payment to an Eligible Settlement Collective Member shall be treated as wages, and 70% of such payment shall be treated as liquidated damages and statutory penalties. Payments treated as owed wages shall be made net of all applicable employment taxes, including, without limitation, federal, state and local income tax withholdings and the employee share of the FICA tax, and shall be reported as earned in the year of payment to the Internal Revenue Service under the payee's name and Social Security number on a Form W-2. Payments treated as liquidated damages and statutory penalties shall be made without withholdings and shall be reported as earned in the year of payment and, to the extent required by law, under the payee's name and Social Security number on a Form 1099. The Settlement Administrator will issue to Named Plaintiffs and each Participating Settlement Collective Member an IRS Form 1099 for the non-wage statutory damages portion of each Settlement Payment, if required by IRS regulations. The Settlement Administrator will also issue an IRS Form 1099 to Named Plaintiffs for the Service Awards. The Settlement Administrator shall be responsible for determining the appropriate number of exemptions to be used in calculating payroll tax and withholdings, deciding the appropriate tax rate, issuing the Settlement Checks and the Service Awards, and issuing the Forms W-2 and Forms 1099. Other than the withholding and reporting requirements described herein, the Participating Settlement Collective Members shall be solely responsible for the reporting and payment of their share of any federal, state and/or local income or other taxes on payments received pursuant to this Agreement.

e. Payment of PAGA Penalties

Thirty Thousand Dollars (\$30,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under PAGA ("PAGA Settlement"). The Settlement Administrator shall pay 75% of this amount, or \$22,500.00, to the LWDA no later than 30 days after the Effective Date. The remaining 25%, or \$7,500.00, will be part of the Net Settlement Amount and distributed to the Eligible Settlement Collective Members in accordance with the Allocation process described above.

4. SETTLEMENT TIMELINE

The Parties agree to the following timeline for the completion of the Settlement and dismissal of the Action:

a. LWDA Notice: The Parties acknowledge that on or about March 25, 2022, Plaintiffs filed a PAGA claim notice with the California Labor and Workforce Development Agency detailing the PAGA claims released by this Agreement.

b. Within 14 days of executing the Settlement Agreement, Plaintiffs' Counsel shall file a Motion for One-Step Approval of Collective Action Settlement and Authorization of Notice (the "Approval Motion"). Plaintiffs' Counsel will provide Defendant's Counsel a draft of the Approval Motion for review and comment at least ten (10) days before filing it with the Court. Defendant will not oppose the Approval Motion provided it is submitted upon agreed terms. Along with the Approval Motion, Plaintiffs' Counsel also will file the Agreement, Proposed Approval Order, and Settlement Notice. Among other things, the Approval Motion will ask the Court to: (i) issue and enter the Approval Order approving the Settlement as a fair and reasonable resolution of bona fide dispute under the FLSA and New York and California state wage and hour laws, (ii) approve the proposed Settlement Notices to be sent to Eligible Settlement Collective Members and the Settlement Notice distribution process, (iii) incorporate the terms of this Agreement, (iv) approve the requests for Plaintiffs' Counsel's attorneys' fees and costs and the Service Awards, and (v) enter a final judgment and order of dismissal (the "Final Judgment") dismissing the case without prejudice, with leave to reinstate on or before 60 days after the Effective Date, and in the event a motion to reinstate is not filed on or before 60 days after the Effective Date, the case shall be deemed, without further order or action of the Court, to be dismissed with prejudice.

b. Production of Class Data: Within seven days after the Effective Date, Defendant will provide Plaintiffs' Counsel and the Settlement Administrator with the following information for each Eligible Settlement Collective Member: (i) name, (ii) last known mailing address, (iii) last known telephone number, (iv) personal email address (if known), (v) employee ID number; and, (vi) to the Settlement Administrator only, Social Security number (the "Class Data"). Plaintiff's Counsel and the Settlement Administrator shall treat the foregoing data as confidential and shall not disclose the data to any third party or use the data other than for the express purposes outlined in this Agreement.

c. Upon receipt of the Class Data from Defendant, the Settlement Administrator will verify the last known mailing address for each Eligible Settlement Collective Member using the National Change of Address ("NCOA") Database, or a comparable database.

d. Escrow: Defendant will deposit \$4,100,000 into the Settlement Account no later than January 15, 2023 to be held in escrow until at least the Effective Date and released in accordance with the procedures set forth herein. In the event that the Settlement is not approved by the Court, or any payments described herein are not approved or are approved in lesser amounts than described herein, any amounts not approved shall be promptly returned to Defendant. With respect to the QSF, the Settlement Administrator shall: (i) calculate, withhold, remit, and report each Eligible Settlement Collective Member's share of applicable payroll taxes (including, without

limitation, federal, state, and local income tax withholding, FICA, Medicare, and any state or local employment taxes), and (ii) satisfy all federal, state, and local income and other tax reporting, return, and filing requirements with respect to the QSF.

e. Payment of Employer Share of Payroll Taxes: No later than 14 days after the Court enters the Approval Order, the Settlement Administrator shall determine the Employer Payroll Taxes and shall communicate such amount to the Parties with a detailed explanation of the calculations. In the event of any dispute as to the calculation of the Employer Payroll Taxes, Defendant and the Settlement Administrator shall meet and confer in good faith in an attempt to resolve the dispute. If the dispute cannot be resolved, it shall be submitted to the Court for a final determination. The Settlement Administrator shall thereafter remit and report the applicable portion of the Employer Payroll Taxes from the Gross Settlement Amount to the appropriate taxing authorities on a timely basis pursuant to its duties and undertakings. Defendant agrees to reasonably cooperate with the Settlement Administrator to the extent necessary to determine the Employer Payroll Taxes.

f. Payment of Plaintiffs' Counsel's Fees and Costs, Settlement Payments and Service Awards: Within 21 days after the Effective Date or January 15, 2023, whichever is later, the Settlement Administrator shall make the following payments from the Settlement Account:

i. The Settlement Administrator shall issue Settlement Payments via First Class U.S. Mail to each Eligible Settlement Collective Member for his or her ratable share of the Net Settlement Fund as calculated pursuant to Section 3 of this Agreement. The Settlement Checks shall be negotiable by the Eligible Settlement Collective Members for 150 days from the date they were mailed by the Settlement Administrator (the "Check Cashing Deadline"). The Settlement Administrator will include a notice (Exhibit B hereto) with each Settlement Check to each Eligible Settlement Collective Member explaining the terms of the Settlement and detailing each Eligible Settlement Collective Member's Settlement Payment. The face of each check shall clearly state that the check must be presented for payment within 150 days.

ii. If any Settlement Check is returned to the Settlement Administrator as undeliverable with a forwarding address, the Settlement Administrator will promptly forward the Settlement Check to the forwarding address. If any Settlement Check is returned to the Settlement Administrator as undeliverable without a forwarding address, the Settlement Administrator will conduct a new search for a current address through available databases and will forward the Settlement Check to the new address obtained in this manner, if any. If, (A) no new address is obtained; or (B) after a second mailing, the Settlement Check is again returned as undeliverable and no other forwarding address is provided by the Eligible Settlement Collective Member or; (C) no other forwarding address is located before the Check Cashing Deadline, the mailing process shall end for that Eligible Settlement Collective Member.

iii. The Settlement Administrator shall mail to the addresses provided by Plaintiffs' Counsel: (A) a check issued to Named Plaintiffs for their Settlement Payment, and (B) if applicable, a check issued to Named Plaintiffs for their Service Award.

iv. The Settlement Administrator shall wire to Plaintiffs' Counsel their award

for attorneys' fees and costs.

g. Within 14 days after the expiration of the Check Cashing Deadline, the Settlement Administrator will provide to Defendant's Counsel and Plaintiffs' Counsel: (A) scanned copies of the negotiated Settlement Checks, and (B) a list, in Excel format, of the names of all Eligible Settlement Collective Members who negotiated their Settlement Checks including for each: (1) the amount of the Eligible Settlement Collective Member's Settlement Check, (2) the amount of the Settlement Check allocated to wages, and (3) the amount of the Settlement Check allocated to liquidated damages and statutory penalties.

h. Retention by Defendant of any Uncashed Settlement Checks: Any Settlement Checks that remain uncashed after the Check Cashing Deadline shall be deemed void. The Settlement Administrator will return the funds from any such Settlement Checks to Defendant within 28 days after the Check Cashing Deadline.

5. RELEASE OF CLAIMS

a. Each Settlement Check shall contain, on the back of the check, the following endorsement:

CONSENT TO JOIN AND RELEASE OF CLAIMS:

By negotiating (i.e. cashing) this check: (1) I agree to join the case *Rezapourian, et al. v. Third Bridge (US) Inc.*, Index No. 603785/2022 (the "Lawsuit"), in the Supreme Court of the State of New York, Nassau County, and I agree to opt-in and be bound by the Agreement to settle the Action; and (2) I agree to waive and release Third Bridge (US) Inc. and the other Released Parties from all claims or causes of action released in the Settlement Agreement, as stated in the Notice of Settlement and Opportunity to Participate, including, but not limited to any claims arising under the Fair Labor Standards Act, the New York Labor Law, and the California wage and hour laws (including the Private Attorneys' General Act ("PAGA")) for unpaid wages, overtime, wage statement violations, wage notice violations, meal and rest period violations, timeliness of wage payments, interest, attorneys' fees, costs and expenses for all weeks for which I worked for Third Bridge as an as Analysts, Research Analysts, Associates, Client Associates, Co-executors, Research Associates, Senior Associates, Specialist Associates, Senior Specialist Associates, Project Managers, and/or Specialist Managers in New York between August 27, 2015 and August 19, 2022; and in California between August 27, 2017 and August 19, 2022. I further acknowledge that by negotiating this check, I shall no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief arising from these claims against the Released Parties, and I agree never to sue any of the Released Parties in any forum for claims, laws, or theories covered by the release, and that any such claim, if filed, shall be immediately dismissed with prejudice upon request by the Released Parties.

b. Participating Settlement Collective Members who negotiate their Settlement Checks will release the Released Parties from all known or unknown claims or causes of action

they have under the Fair Labor Standards Act, the New York Labor Law, California wage and hour laws (including the Private Attorneys General Act (PAGA)), and like provisions of local law for the workweeks when they worked for Third Bridge (US) Inc. as Analysts, Research Analysts, Associates, Client Associates, Co-executors, Research Associates, Senior Associates, Specialist Associates, Senior Specialist Associates, Project Managers, and/or Specialist Managers in New York between August 27, 2015 and August 19, 2022; and/or in California between August 27, 2017 and August 19, 2022. Participating Settlement Collective Members who negotiate their Settlement Checks: (i) acknowledge that they shall no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief arising from these claims against the Released Parties; and (ii) agree never to sue any of the Released Parties in any forum for claims, laws, or theories covered by the release, and that any such claim, if filed, shall be immediately dismissed with prejudice upon request by the Released Parties.

c. Any Eligible Settlement Collective Member who does not timely cash a Settlement Check will not be bound by any release of claims.

d. The Parties agree and acknowledge that they have engaged in settlement negotiations through their attorneys and agree that they have reached an agreement with respect to the Settlement, as documented in this Agreement. Each of the Parties further agree and acknowledge that they have had the benefit of legal counsel's advice, investigation and/or recommendations with reference to the subject matter of this Agreement, and that the discovery of additional information or records relevant to this Action shall not be a reason to vacate or nullify this Settlement Agreement. The signatories hereto hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties to its terms and conditions.

6. NO PUBLICITY

Named Plaintiffs agree that they shall not discuss the Settlement or this Agreement with any current or former employees of Defendant and agree that they shall not discuss the allegations in the Action except in connection with any other litigation that is not covered by the releases described herein. Named Plaintiffs and Plaintiffs' Counsel agree that they have not and will not issue a press release to news media outlets or publications; participate in press conferences or media interviews; or post anything on any website, blog, or social media source regarding the allegations in the Action, the Settlement, or this Agreement. Named Plaintiffs and Plaintiffs' Counsel further agree that they shall not use any of the documents and information Defendant provided to them during the course of this Action or the negotiation of the Settlement for any purpose other than for enforcement of this Agreement.

7. MUTUAL COOPERATION

The Parties agree to reasonably cooperate with each other and to take all steps necessary and appropriate to obtain the Court's approval of this Agreement and all of its terms and to effectuate the terms of this Agreement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall use their commercially reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the

Court, or otherwise, to effectuate this Agreement and the terms set forth herein. As soon as practicable after execution of this Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's approval of this Agreement.

8. NO ADMISSION OF LIABILITY

Nothing contained in this Agreement, nor the consummation of this Agreement, is to be construed as or deemed an admission of liability, culpability, negligence or wrongdoing on the part of any Party or an acknowledgment that there has been a violation of any law. All Parties have entered into this Settlement Agreement with the intention to avoid further disputes and litigation based on disputed facts and allegations, and to avoid the costs and risks of further litigation to all Parties. This Agreement, and any communications, papers, or orders related to the Agreement, are settlement documents and shall be inadmissible as evidence in any proceeding. The preceding sentence shall not apply to an action or proceeding to approve, interpret or enforce this Agreement, including to secure dismissal of any claims filed in violation of the release embodied within this Agreement.

9. INTERPRETATION AND ENFORCEMENT/MISCELLANEOUS TERMS

a. Arm's Length Transaction. The terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties. The Parties represent and warrant that they believe this Settlement represents a fair, adequate and reasonable resolution of this Action. Accordingly, this Agreement is not to be construed in favor of or against any Party by reason of the extent to which any Party or its counsel participated in the drafting of the Agreement.

b. Good Faith Dealings. If the Court does not approve any material condition of this Agreement, the Parties will work together in good faith to address and resolve the concerns raised by the Court in denying approval of the Settlement. However, under no circumstances shall Defendant be obligated to enter into a subsequent agreement if the Court requires an increase in the Gross Settlement Amount as a condition to approving this Agreement or any subsequent agreement. If the Parties are unable to reach agreement on any modification of a material condition of this Agreement, this Agreement shall be null and void.

c. Defendant's Communications with Participating Settlement Collective Members. Nothing herein prohibits Defendant from communicating with Participating Settlement Collective Members who are current employees or with former employees for purposes other than discussing the Settlement or this Agreement.

d. No Assignment. Named Plaintiffs, and Plaintiffs' Counsel 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 Action, or any related action, and any attempt to do so shall be of no force or effect.

e. Entire Agreement. This Agreement constitutes the entire agreement between the

Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement.

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

g. Governing Law. This Agreement shall in all respects be interpreted, enforced and governed by and under the laws of the State of New York, without regard to choice of law principles, except to the extent that the laws of the United States govern any matter set forth herein, in which case such federal law shall govern.

h. Continuing Jurisdiction. Consistent with the terms of this Agreement, the Court shall retain jurisdiction over the interpretation and implementation of this Agreement as well as any and all matters arising out of, or related to, the interpretation or implementation of this Agreement and of the Settlement contemplated thereby.

i. Waivers and Modifications. No waiver, modification or amendment of the terms of this Agreement, whether purportedly made before or after the Court's approval of this Agreement, shall be valid or binding unless in writing, signed by or on behalf of all Parties, and then only to the extent set forth in such written waiver, modification or amendment with any required Court approval. Any failure by any Party to insist upon the strict performance by the other Party of any of the provisions of this Agreement shall not be deemed a waiver of future performance of the same provisions or of any of the other provisions of this Agreement, and such Party, notwithstanding such failure, shall have the right thereafter to insist upon the specific performance of any and all of the provisions of this Agreement.

j. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

k. Notice. The Settlement Notice will advise all Eligible Settlement Collective Members of the binding nature of the release and that by signing and cashing a Settlement Check they are bound by the release provisions in this Agreement.

l. Counterparts. The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same original instrument.

m. Signatures and Transmittal. Each Party may execute this Agreement by causing the Party's counsel to sign on the designated signature block below and transmitting that signature page via facsimile, email or other electronic means to counsel for the other Party. Any signature made and transmitted by facsimile or email for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Party whose counsel transmits the signature page by facsimile or email.

DATED: August 25, 2022, 2022

Camran Rezapourian

DocuSigned by:

Camran Rezapourian

7DA33CAFD5F44E8...

DATED: August 28, 2022, 2022

Destinee Simpson

DocuSigned by:

Destinee Simpson

7596A44706244AE...

DATED: August 25, 2022, 2022

Alex Knecht

DocuSigned by:

Alex Knecht

B7BC5B101035408...

Caroline Burnham

DATED: September 1, 2022, 2022

DocuSigned by:

CB

8134544A6E324FE...

DATED: August 25, 2022, 2022

Tyler Thompson

DocuSigned by:

Tyler Thompson

E57EFBAA7F35470...

DATED: August 25, 2022, 2022

Anum Tariq

DocuSigned by:

Anum Tariq

6DF479C6026F475...

DATED: August 25, 2022, 2022

Austin Moore

DocuSigned by:

A Moore

D8FD6026577646E...

DATED: August 26, 2022, 2022

Anastasiya Bazalyuk

DocuSigned by:

Anastasiya Bazalyuk

3C1481E5BA9A448...

DATED: 9/14/2022
_____, 2022

Third Bridge (US) Inc.

DocuSigned by:

J. Paul Caulfield

0BDDF3A5F09C400...

Exhibit A

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NASSAU**

**CAMRAN REZAPOURIAN, DESTINEE
SIMPSON, ALEX KNECHTL, CAROLINE
BURNHAM, TYLER THOMPSON, ANUM
TARIQ, AUSTIN MOORE, and
ANASTASIYA BAZALYUK individually
and on behalf of all others similarly situated,**

Plaintiffs,

v.

THIRD BRIDGE (US) INC.,

Defendant.

Index No. 603785/2022

[PROPOSED] ORDER APPROVING COLLECTIVE ACTION SETTLEMENT

The above-entitled matter came before the Court on Plaintiffs' Unopposed Motion for Approval of a Collective Action Settlement ("Approval Motion").

The Settlement is Approved

1. The Court finds that the settlement in this Fair Labor Standards Act, New York Labor Law, and California wage and hour law action is a fair and reasonable resolution of a bona fide dispute, and therefore, meets the requirements for approval.

2. The Court approves the Parties' Joint Stipulation of Settlement and Release Agreement, attached to the Abrahamson Aff. as Exhibit A and "so orders" all of its terms.

3. The Court has reviewed and approves the settlement as set forth in the Settlement Agreement. The terms of the Parties' Joint Stipulation of Settlement and Release Agreement are incorporated by reference into this Order.

4. The Court approves the proposed Notice of Settlement and the proposed plan for its distribution.

5. The Court approves the Service Awards for Camran Rezapourian, Destinee Simpson, Alex Knechtel, Caroline Burnham, Tyler Thompson, Anum Tariq, Austin Moore, and Anastasiya Bazalyuk.

6. The Court grants Plaintiffs' request for attorneys' fees and out-of-pocket costs and expenses.

7. The Court approves Analytics Consulting LLC, as the Settlement Administrator.

8. This case is dismissed without prejudice, with leave to reinstate on or before 60 days after the Effective Date, and in the event a motion to reinstate is not filed on or before 60 days after the Effective Date, the case shall be deemed, without further order or action of the Court, to be dismissed with prejudice.

9. This Court will retain jurisdiction over this Action for the purpose of supervising the implementation, enforcement, construction, administration, and interpretation of the Joint Stipulation of Settlement and Release Agreement, including the distribution of the settlement funds.

10. The Parties shall abide by all terms of the Joint Stipulation of Settlement and Release Agreement.

It is so ORDERED this ____ day of _____, 2022

Hon.

Exhibit B

[Date]

Via U.S. Mail and Email

[Name]

[Street Address]

[City, State and Zip]

Re: Third Bridge (US) Inc. Overtime Lawsuit – Notice of Settlement and Opportunity to Participate

Dear [Name]:

You are receiving this letter because on _____, 2022, a state court in New York approved a settlement of a wage and hour lawsuit (the “Lawsuit”) against Third Bridge (US) Inc. (“Third Bridge”). You may participate in the settlement because you worked as an Analyst, Research Analyst, Associate, Client Associate, Co-executor, Research Associate, Senior Associate, Specialist Associate, Senior Specialist Associate, Project Manager, and/or Specialist Manager (collectively, “Associates”) in New York between August 27, 2015 and August 19, 2022; and/or in California between August 27, 2017 and August 19, 2022.

This letter explains the Lawsuit, the settlement, how to participate in the settlement, and the effect of your cashing or depositing the enclosed check.

1. What is the Lawsuit About?

Former Associates (“Plaintiffs”) employed by Third Bridge filed this Lawsuit alleging that Third Bridge failed to pay them and other similarly situated Associates overtime wages in violation of the Fair Labor Standards Act (the “FLSA”), the New York Labor Law (“NYLL”) and California wage and hour laws. Plaintiffs also allege that Third Bridge failed to provide certain wage statements and wage notices in violation of the NYLL and violated California wage and hour law by failing to provide meal and rest breaks, failing to timely pay wages during employment and upon separation, and failing to provide accurate wage statements.

Third Bridge denies all allegations and denies that it violated the FLSA, NYLL, or California wage and hour law. However, to avoid further dispute, protracted litigation, and related costs, Third Bridge and the Plaintiffs have agreed to settle the Lawsuit.

The Court presiding over this case has not made any rulings on the merits of the claims or defenses in the Lawsuit, and no party has prevailed. Rather, the parties came to a mutually agreeable resolution which the Court has approved.

2. Does the Court Have an Opinion as to the Merits of the Lawsuit?

The Court takes no position regarding whether or not the claims made in the Lawsuit have legal merit. This notice is for the sole purpose of providing you with objective and neutral information concerning your right to participate in the settlement.

3. How Was My Settlement Payment Calculated and What Does it Represent?

Third Bridge has agreed to pay the gross sum of \$4,100,000 to settle the lawsuit for approximately 803 Associates. From that amount, the following payments are being made: [insert amount award] for Plaintiffs' attorneys' fees and costs; [insert amount awarded] for the Settlement Administration costs; the Employer Payroll Taxes; and [insert amount awarded] for payments to the Named Plaintiffs as Service Awards for the time and effort associated with their participation in the Lawsuit. The remaining amount will be distributed among current and former Associates who worked for Third Bridge in New York between August 27, 2015 and August 19, 2022; and/or in California between August 27, 2017 and August 19, 2022.

Your payment was calculated by applying a formula provided in the Settlement Agreement to estimate alleged unpaid overtime wages, wage statement penalties, wage notice penalties, meal and rest period wages, waiting time penalties, liquidated damages and interest and by dividing that number by the total amount calculated to be owed to all Associates at Third Bridge who are eligible to participate in the settlement. The result is your ratable share of the Net Settlement Fund. The enclosed settlement payment is your ratable share of the Net Settlement Fund.

If you have questions about your settlement amount, contact Plaintiffs' Counsel identified in Paragraph 8.

4. How Do I Participate in the Settlement?

To participate in the settlement, you should deposit or cash your settlement payment on or before [insert date 150 days from the date the check is mailed].

5. Will I Owe Taxes on a Settlement Payment if I Participate?

Your individual settlement payment has been separated into two amounts: 30% has been allocated to the claims asserted in the Lawsuit for alleged unpaid overtime wages, and 70% has been allocated to the claims asserted in the Lawsuit for alleged liquidated damages and statutory penalties. The portion allocated to alleged unpaid overtime wages is subject to all authorized or required payroll tax deductions, just as if it were a regular paycheck, and it will be reported on an IRS Form W-2. The portion allocated to liquidated damages and statutory penalties will be reported as non-wage income on an IRS Form 1099, if required by IRS regulations. The employer's share of applicable state and federal payroll taxes will be paid for from the Gross Settlement Amount on the wage portion of your payment. Normal employee payroll taxes have been deducted from the wage portion of your payment. Neither Plaintiffs' Counsel nor Third Bridge or its Counsel make any representations to you concerning the tax implications of the settlement payment. **Please consult with your accountant or other tax advisor regarding the tax consequences of the settlement amount paid to you.**

6. What are My Options?

If you deposit or cash your settlement payment by [REDACTED], 2022, you will be consenting to opt into the Lawsuit. By opting into the Lawsuit, you agree to be bound by the Agreement to settle the case, and agree to release Third Bridge (US) Inc. and all of its past and present companies, parents, subsidiaries, affiliates, predecessors, successors, principals, beneficial owners, stockholders, assigns, agents, directors, officers, members, partners, representatives, counsel, fiduciaries, and insurers ("Released Parties") from all claims or causes of action you have under the Fair Labor Standards Act, the New York Labor Law, California wage and hour laws, and like provisions of local law for the workweeks when you worked for Third Bridge (US) Inc. as Analysts, Research Analysts, Associates, Client Associates, Co-executors, New Joiner RAIs, Research Associates, Senior Associates, Senior Research Associates, Specialist Associates, Senior Specialist Associates, Project Managers, and/or Specialist Managers in New York between August 27, 2015 and August 19, 2022; and/or in California between August 27, 2017 and August 10, 2022. This release includes claims for liquidated damages, interests, attorneys' fees and costs.

If you deposit or cash your settlement payment by [REDACTED], 2023, you also will: (i) acknowledge that you shall no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief arising from these claims against the Released Parties; and (ii) agree never to sue any of the Released Parties in any forum for claims, laws, or theories covered by the release, and that any such claim, if filed, shall be immediately dismissed with prejudice upon request by the Released Parties.

Please note that the check contains the following language which verifies your agreement to opt into the Lawsuit for purposes of the settlement and to waive and release any alleged overtime and other claims alleged in the Lawsuit:

CONSENT TO JOIN AND RELEASE OF CLAIMS:

By negotiating (i.e. cashing) this check: (1) I agree to join the case Rezapourian, et al. v. Third Bridge (US) Inc., Index No. 603785/2022 (the "Lawsuit"), in the Supreme Court of the State of New York, Nassau County, and I agree to opt-in and be bound by the Agreement to settle the Action; and (2) I agree to waive and release Third Bridge (US) Inc. and the other Released Parties from all claims or causes of action released in the Settlement Agreement, as stated in the Notice of Settlement and Opportunity to Participate, including, but not limited to any claims arising under the Fair Labor Standards Act, the New York Labor Law, and the California wage and hour laws (including the Private Attorneys' General Act ("PAGA")) for unpaid wages, overtime, wage statement violations, wage notice violations, meal and rest period violations, timeliness of wage payments, interest, attorneys' fees, costs and expenses for all weeks for which I worked for Third Bridge as an as Analysts, Research Analysts, Associates, Client Associates, Co-executors, Research Associates, Senior Associates, Specialist Associates, Senior Specialist Associates, Project Managers, and/or Specialist Managers in New York between August 27, 2015 and August 19, 2022; and in California between August 27, 2017 and August 19, 2022. I further acknowledge that by negotiating this check, I shall no longer have the right to assert any claim or lawsuit of any kind attempting to recover money or any other relief arising from these claims against the Released Parties, and I agree never to sue any of the Released Parties in any forum for claims, laws, or

theories covered by the release, and that any such claim, if filed, shall be immediately dismissed with prejudice upon request by the Released Parties.

If you do not deposit or cash your settlement payment by [REDACTED], 2023, the check will become void and you will not participate in the settlement. You will not receive any money from this settlement and you will not release any claims you may have against Third Bridge.

7. What Happens if My Address Changes Before I Receive my IRS Tax Forms?

If your address changes before you receive your IRS tax forms, it is your responsibility to inform the Settlement Administrator, at the following phone number or address: [insert]

8. Are There More Details Available?

Yes. This notice summarizes the basic material terms of the settlement. If you have questions about the settlement or your settlement payment, you may contact Plaintiffs' attorneys at:

Sally J. Abrahamson
Werman Salas P.C.
Email: sabrahamson@flsalaw.com
Phone: 202-830-2016

Do not contact the Judge or the Court Clerk or Third Bridge's attorneys about this settlement.

Any questions regarding the tax implications of the settlement payments should be directed to your tax professional. Any questions about the settlement should be directed to Plaintiffs' attorneys. You may also consult with your own attorney, at your own cost