

SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by and between **Justworks Employment Group LLC and Frontline, LLC** (“Justworks” and “Frontline” are collectively referred to throughout this Agreement as “Defendants”), on the one hand, and **Michael Dotson** (“Plaintiff”), on the other hand. The term “Party” or “Parties” as used herein shall refer to Defendants, Plaintiff, or both, as may be appropriate.

1. Recitals.

This Agreement is made with reference to the following facts:

(a) On or about October 10, 2022, Plaintiff brought an action against Defendants, which is pending as *Michael Dotson v. Frontline, LLC and Justworks Employment Group LLC*, Los Angeles County Superior Court Case No.: 22STCV33136 (the “Lawsuit”). In the Lawsuit, Plaintiff asserts claims for (1) failure to pay wages owed on termination; (2) failure to allow or pay for meal periods; (3) failure to allow or pay for rest periods; (4) failure to provide accurate itemized wage statements; (5) disability harassment, discrimination, and retaliation; (6) whistleblower retaliation; (7) wrongful termination in violation of public policy; and (8) remedies under the California Private Attorneys General Act of 2004 (“PAGA”); and

(b) There has been no determination on the merits of the Lawsuit but, in order to avoid additional cost and the uncertainty of litigation, Plaintiff and Defendants have agreed, subject to the provisions in Paragraph 5 below, to resolve any and all claims, known and unknown, asserted and unasserted, which Plaintiff has or may have against Defendants and/or Defendants’ direct and indirect past, present, and future parent corporation, affiliates, subsidiaries, partners, divisions, predecessors, insurers, reinsurers, professional employment organizations, representatives, successors, and assigns, and their current and former employees, attorneys, officers, owners, members, managers, directors, fiduciaries, advisory board members, investors, shareholders, administrators, transferees, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their administrators and fiduciaries, both individually and in their business capacities (collectively referred to throughout the remainder of this Agreement as “Releasees”) as of the date of full execution of this Agreement.

2. Consideration/Indemnification for Tax Consequences and Liens.

(a) In consideration for Plaintiff signing this Agreement, and complying with its terms and subject to the revocation language below, if any, Defendants agree to pay their respective portion of the total gross sum of [REDACTED] (the “Settlement Payment”). The Parties agree Defendants are not jointly and severally liable for the total Settlement Payment. The Settlement Payment is to be paid as follows:

(1) One payment from Justworks Employment Group, LLC for alleged California Labor Code violations by check made payable to “Michael Dotson” in the amount of [REDACTED] for which Justworks Employment Group, LLC shall issue an IRS Form 1099-MISC to Plaintiff (the “Justworks Payment”). The Justworks Payment is consideration for Plaintiff’s commitments contained herein

(including, but not limited to, the release described in section 5) so far as they relate to Justworks and Justworks' Releasees, which commitments shall be binding on Plaintiff (subject to the revocation language below) as to Justworks and the Justworks Releasees regardless of whether Frontline complies with its obligations under this Agreement; and

(2) [REDACTED]

(b) Plaintiff agrees that Plaintiff is responsible for all applicable taxes, if any, as a result of the receipt of these monies in Paragraph 2(a)(2) and Plaintiff further agrees that Plaintiff shall not seek any indemnification from Defendants and Releasees in this regard. Plaintiff understands and agrees Defendants are providing Plaintiff with no representations regarding tax obligations or consequences that may arise from this Agreement. Plaintiff, for Plaintiff and Plaintiff's dependents, successors, assigns, heirs, executors, and administrators (and Plaintiff's legal representatives of every kind), agrees to indemnify, defend, and hold the Releasees harmless for the amount of any obligations, taxes, penalties, attorneys' fees, or interest that may be assessed by any governmental tax authority against any of the Releasees in connection with such governmental authority's determination that Defendants or any of the other Releasees were required to, but failed to, withhold or report the correct amount of income or employment taxes from the payments made to Plaintiff or the Law Offices of Todd M. Friedman, P.C. ("Plaintiff's Counsel") pursuant to Paragraph 2(a) of this Agreement. Plaintiff agrees that Plaintiff shall indemnify the Releasees for the full amount of such liability within thirty (30) days after receipt of notice from Defendants or any of the other Releasees of the assessment of such obligations, taxes, penalties, or interest. Further, Defendants agree to not seek indemnification from one another.

(c) Any settlement payments made by check set forth in this Paragraph 2 will be delivered to Plaintiff's Counsel at 21031 Ventura Blvd., Suite 340, Woodland Hills, CA 91364.

3. No Consideration Absent Execution of this Agreement.

Plaintiff understands and agrees that Plaintiff would not receive the monies and/or benefits specified in Paragraph 2(a) above, except for Plaintiff's timely execution of this Agreement and the fulfillment of the promises contained herein. Breach by Plaintiff of any of his or her obligations under this Agreement will result in the cessation of any outstanding installment payments otherwise due from Defendants and the cessation of such outstanding payments will not impact Plaintiff's obligations or release of claims under this Agreement.

4. Disbursal of Settlement Funds/Dismissal of Action.

(a) Justworks Employment Group, LLC's settlement payment described in Paragraph 2(a)(1) will be sent within thirty (30) business days after the latest of the following have occurred:

- (1) counsel for Defendants receives a copy of the Agreement signed by Plaintiff;

- (2) counsel for Defendants receives an executed W-9 Form from Plaintiff's Counsel;
- (3) counsel for Defendants receives an executed W-9 Form from Plaintiff and an updated Plaintiff's Withholding Allowance Certificate (IRS Form W-4) for Plaintiff;
- (4) counsel for Defendants receive an original letter from Plaintiff in the form attached as Exhibit "A" and signed and dated at least eight (8) days after Plaintiff's execution of this Agreement; and
- (5) receipt of an original fully-executed Request for Dismissal with prejudice as to all of Plaintiff's individual claims and without prejudice as to the representative PAGA claims of the Lawsuit as to Justworks Employment Group, LLC and all causes of action against Justworks Employment Group, LLC; and
- (6) the revocation period following the signing of this Agreement has expired.

(b)

(c) If the date by which the payment described herein is to be made available to Plaintiff's Counsel falls on a Saturday, Sunday, or legal holiday in the State of California, then the date said payment shall be made available to Plaintiff's Counsel shall be the next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

(d) Defense Counsel for Justworks Employment Group, LLC shall agree not to file the Request for Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sum set forth in Paragraph 2(a)(1) above. Thereafter, Defense Counsel for Justworks Employment Group, LLC shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Lawsuit.

(e) Plaintiff agrees to provide Frontline, LLC an original fully-executed Request for Dismissal with prejudice as to all of Plaintiff's individual claims and without prejudice as to the representative PAGA claims of the Lawsuit against Frontline, LLC within five (5) business days of receipt of Frontline, LLC's final settlement check and payment in full of the [REDACTED] as set forth in Paragraph 2(a)(2). Defense Counsel for Frontline, LLC shall agree not to file the Request for Dismissal until confirmation of Plaintiff's Counsel's receipt of the settlement sum set forth in Paragraph 2(a)(2) above. Thereafter, Defense Counsel for Frontline, LLC shall have the authority to immediately file the Request for Dismissal with the Court. No Party shall claim to be the prevailing party in the Lawsuit.

(f) The Court's dismissal of the Complaint in its entirety in the Lawsuit with Plaintiff's individual claims dismissed with prejudice and the representative PAGA claims dismissed without

prejudice is a condition of Plaintiff's entitlement to the Settlement Payment under this Agreement. Should the Court fail or refuse to grant the request for dismissal, this Agreement is null and void and Plaintiff agrees to return the Settlement Payment, in its entirety, to Defendants. Plaintiff shall submit a redacted copy of this Agreement (i.e. with the Settlement Payment and monetary amounts in Paragraphs 2 and 4 above blacklined or redacted) to: (1) the Court in connection with the request for dismissal and (2) to the California Labor and Workforce Development Agency ("LWDA") via the LWDA's online portal in compliance with Labor Code section 2699(1)(2).

5. General Release, Claims Not Released and Related Provisions.

(a) **General Release of All Claims.** Plaintiff and Plaintiff's heirs, family members, executors, administrators, representatives, successors, and assigns knowingly and voluntarily release and forever discharge Releasees, of and from any and all claims, causes of action, demands, duties, obligations, agreements, promises, liabilities, damages, costs, and/or fees, including damages for emotional distress and physical injury, whether known and unknown, asserted or unasserted, which Plaintiff has or may have against Releasees as of the date of execution of this Agreement, including, but not limited to, any alleged violation of the following, as amended:

- Title VII of the Civil Rights Act of 1964;
- Sections 1981 through 1988 of Title 42 of the United States Code;
- The Employee Retirement Income Security Act of 1974 ("ERISA");
- The Internal Revenue Code of 1986;
- The Immigration Reform and Control Act;
- The Americans with Disabilities Act of 1990;
- The Worker Adjustment and Retraining Notification Act;
- The Fair Credit Reporting Act;
- The Family and Medical Leave Act;
- The Equal Pay Act;
- The Genetic Information Nondiscrimination Act of 2008;
- The Age Discrimination in Employment Act of 1967 ("ADEA");
- The Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA");
- Families First Coronavirus Response Act;
- The Pregnant Worker's Fairness Act ("PWFA")
- California Family Rights Act – Cal. Gov't Code § 12945.2;
- California Fair Employment and Housing Act – Cal. Gov't Code § 12900 et seq.;
- California Unruh Civil Rights Act – Cal. Civ. Code § 51 et seq.;
- Statutory Provisions Regarding the Confidentiality of AIDS Information – Cal. Health & Safety Code § 120775 et seq.;
- California Confidentiality of Medical Information Act – Cal. Civ. Code § 56 et seq.;
- California Parental Leave Law – Cal. Lab. Code § 230.7 et seq.;
- California Military Personnel Bias Law – Cal. Mil. & Vet. Code § 394;
- The California Occupational Safety and Health Act, as amended, and any applicable regulations thereunder;
- The California Consumer Credit Reporting Agencies Act – Cal. Civ. Code § 1785 et seq.
- California Investigative Consumer Reporting Agencies Act – Cal. Civ. Code § 1786 et seq.;

- Those provisions of the California Labor Code that lawfully may be released;
- any other federal, state or local law, rule, regulation, or ordinance;
- any public policy, contract, tort, or common law; or
- any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in these matters.

(b) **Claims Not Released.** Plaintiff is not waiving any rights Plaintiff may have to: (i) Plaintiff's own vested or accrued employee benefits under Defendants' qualified retirement benefit plans as of June 14, 2021 (the "Separation Date"), if any; (ii) benefits or rights to seek benefits under applicable workers' compensation (except as to claims under Labor Code sections 132a and 4553) or unemployment insurance or indemnification statutes; (iii) pursue claims which by law cannot be waived by signing this Agreement; or (iv) enforce this Agreement.

(c) **Governmental Agencies.** Nothing in this Agreement prohibits, prevents, or otherwise limits Plaintiff from filing a charge or complaint with or participating, testifying, or assisting in any investigation, hearing, or other proceeding before any federal, state, or local government agency (e.g., EEOC, NLRB, SEC) or in any legislative or judicial proceeding nor does anything in this Agreement preclude, prohibit or otherwise limit, in any way, Plaintiff's rights and abilities to contact, communicate with or report unlawful conduct to federal, state, or local officials for investigation or participate in any whistleblower program administered by any such agencies. However, to the maximum extent permitted by law, Plaintiff agrees that if such an administrative claim is made, Plaintiff shall not be entitled to recover any individual monetary relief or other individual remedies.

(d) **Collective/Class Action Waiver and Jury Waiver.** If any claim is not subject to release, to the extent permitted by law, Plaintiff waives any right or ability to be a class or collective action representative or to otherwise participate in any putative or certified class, collective or multi-party action or proceeding based on such a claim in which Defendants or any other Releasee identified in this Agreement is a party. Similarly, as to any such claim against any Releasee that is not otherwise released, Plaintiff waives Plaintiff's right to a jury trial subject to applicable law.

(e) **Waiver of California Civil Code Section 1542.** To effect a full and complete general release as described above, Plaintiff expressly waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of California, and does so understanding and acknowledging the significance and consequence of specifically waiving section 1542. Section 1542 of the Civil Code of the State of California states 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.

Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release and discharge of the Releasees, Plaintiff expressly acknowledges this Agreement is intended to include in its effect, without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's favor at the time of signing this Agreement, and that this Agreement contemplates the extinguishment of any such claims. Plaintiff warrants Plaintiff has read this

Agreement, including this waiver of California Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with counsel of Plaintiff's choosing about this Agreement and specifically about the waiver of section 1542, and that Plaintiff understands this Agreement and the section 1542 waiver, and so Plaintiff freely and knowingly enters into this Agreement. Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to those Plaintiff now knows or believes to be true regarding the matters released or described in this Agreement, and even so Plaintiff agrees that the releases and agreements contained in this Agreement shall remain effective in all respects notwithstanding any later discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any mistake in connection with the true facts involved in the matters, disputes, or controversies released or described in this Agreement or with regard to any facts now unknown to Plaintiff relating thereto.

6. Confidentiality.

(a) Plaintiff confirms that prior to the execution of this Agreement, Plaintiff has not revealed its financial terms to any third parties. Plaintiff agrees not to disclose any information regarding the financial terms of this Agreement, except to Plaintiff's spouse, tax advisor, an attorney with whom Plaintiff chooses to consult regarding Plaintiff's consideration of this Agreement and/or to any federal, state or local government agency.

(b) Neutral Reference. Upon receiving any reference request from Plaintiff or Plaintiff's future potential employers, Justworks Employment Group LLC and Frontline, LLC shall only disclose Plaintiff's dates of employment and job title.

7. Non-Defamation.

Plaintiff agrees not to make any defamatory remarks to the media, general public, or to any other person or entity about Defendants and/or any of Releasees.

8. Acknowledgements and Affirmations.

(a) Plaintiff affirms that Plaintiff has not filed, caused to be filed, or presently is a party to any claim against Defendants, except the Lawsuit, which is being dismissed with prejudice. To the extent permitted by law, Plaintiff further covenants that he will bring no further claims against Defendants pursuant to PAGA either on an individual basis or representative basis on behalf of other allegedly aggrieved employees. Nothing in this Agreement or these Affirmations is intended to impair Plaintiff's rights under whistleblower laws or cause Plaintiff to disclose Plaintiff's participation in any governmental whistleblower program or any whistleblowing statute(s) or regulation(s) allowing for anonymity.

(b) Plaintiff also affirms that Plaintiff has been paid and/or has received all compensation, wages, bonuses, commissions, paid sick leave, predictability pay, and/or benefits which are due and payable as of the date Plaintiff signs this Agreement and Plaintiff has been reimbursed for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff further affirms that Plaintiff has submitted expense reports for all necessary expenses or losses incurred by Plaintiff within the scope of Plaintiff's employment. Plaintiff

affirms that Plaintiff has been granted any leave to which Plaintiff was entitled under the Family and Medical Leave Act and state and local leave and disability accommodation laws.

(c) Plaintiff further affirms that Plaintiff has no known workplace injuries or occupational diseases.

(d) Plaintiff also affirms that Plaintiff has not divulged any proprietary or confidential information of Defendants and will continue to maintain the confidentiality of such information consistent with Defendants' policies and Plaintiff's agreement(s) with Defendants and/or common law. Under the federal Defend Trade Secrets Act of 2016, Plaintiff shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (a) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (b) is made to Plaintiff's attorney in relation to a lawsuit against Defendants for retaliation against Plaintiff for reporting a suspected violation of law; or (c) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

(e) Plaintiff further affirms that Plaintiff has not reported internally to Defendants any allegations of wrongdoing by Defendants or its officers, including any allegations of corporate fraud, and Plaintiff has not been retaliated against for reporting or objecting to any such allegations internally to Defendants, except as alleged in the Lawsuit and which claims are expressly released in Paragraph 5(a) above.

(f) Plaintiff affirms that all of Defendants' decisions regarding Plaintiff's pay and benefits through the date of Plaintiff's execution of this Agreement were not discriminatory based on age, disability, race, color, sex, religion, national origin or any other classification protected by law, except as alleged in the Lawsuit and which claims are expressly released in Paragraph 5(a) above.

(g) Plaintiff and Defendants acknowledge Plaintiff's rights to make truthful statements or disclosures required by law, regulation, or legal process and to request or receive confidential legal advice, and nothing in this Agreement shall be deemed to impair those rights.

(h) Plaintiff represents, warrants and acknowledges that there are bona fide legal arguments and disputes between the Defendants and Plaintiff, and that the consideration described in Paragraph 2 reflects a full compromise for any such claims, including claims under the Fair Labor Standards Act (or applicable state or local wage law) as of the date of execution of the Agreement. Accordingly, the Parties have not found it necessary for the United States Department of Labor (the "USDOL") or any other federal, state or local governmental department or agency to supervise or approve this Agreement, but the Parties agree that if a USDOL or other proceeding is required to approve this Agreement, the Parties shall seek approval and enforcement hereof, including filing a motion or request for approval of this settlement as full consideration for the asserted claim from a court of competent jurisdiction and/or the USDOL (or applicable state or local agency). Further, if any claim or portion thereof is not subject to release, to the extent permitted by law, Plaintiff and Plaintiff's heirs, executors, administrators, and successors, waive any right or ability to be a class or collective action representative or to otherwise participate in

any putative or certified class, collective or multi-party action or proceeding based on such a claim in which any of the Releasees (as defined herein) is a party. If any claim is not barred by this Agreement, all monies paid hereunder shall be set-off against any relief or recovery. Consistent with this Agreement, in the event any class or collective claim is brought against Releasees, which includes or may include Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, immediately upon learning of Releasee's inclusion, Plaintiff and/or Plaintiff's heirs, executors, administrators, and successors, as applicable, shall withdraw therefrom without obtaining or accepting any relief or recovery.

9. Return of Property.

Except as provided otherwise in this Agreement or by law, Plaintiff affirms that Plaintiff has returned all of Defendants' property, documents, and/or any confidential information in Plaintiff's possession or control.

Plaintiff also affirms that Plaintiff is in possession of all of Plaintiff's property that Plaintiff had at Defendants' premises and that Defendants are not in possession of any of Plaintiff's property.

10. Medicare Secondary Payer Rules.

Plaintiff affirms that as of the date Plaintiff signs this Agreement, Plaintiff is not Medicare eligible (i.e., is not 65 years of age or older; is not suffering from end stage renal failure; has not received Social Security Disability Insurance benefits for 24 months or longer, etc.). Nonetheless, if the Centers for Medicare & Medicaid Services (CMS) (this term includes any related agency representing Medicare's interests, as well as any insurance carrier providing benefits under Medicare Part C or Part D) determines that Medicare has an interest in the payment to Plaintiff under this settlement, Plaintiff agrees to (i) indemnify, defend and hold Releasees harmless from any action by CMS relating to medical expenses of Plaintiff, (ii) reasonably cooperate with Releasees upon request with respect to any information needed to satisfy the reporting requirements under Section 111 of the Medicare, Medicaid, and SCHIP Extension Act of 2007, if applicable, and any claim that the CMS may make and for which Plaintiff is required to indemnify Releasees under this paragraph, and (iii) waive any and all future actions against Releasees for any private cause of action for damages pursuant to 42 U.S.C. § 1395y(b)(3)(A).

11. Governing Law and Interpretation.

This Agreement shall be governed and conformed in accordance with the laws of California without regard to its conflict of laws provision; provided, however, that parol evidence shall not be admissible to alter, vary, or supplement the terms of this Agreement. In the event of a breach of any provision of this Agreement, any Party may institute an action specifically to enforce any term or terms of this Agreement and/or to seek any damages for breach. However, the Party instituting such an action must take steps to file this Agreement or any documents setting forth the terms of this Agreement with the court under seal. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing Party in that action shall be entitled to recover reasonable attorney's fees and costs. Should any provision of this Agreement be declared illegal or unenforceable by any court of competent jurisdiction and cannot

be modified to be enforceable, excluding the general release language, such provision shall immediately become null and void, leaving the remainder of this Agreement in full force and effect. Should a court declare or find the general release in this Agreement to be unenforceable for any reason, Plaintiff agrees to sign a replacement release in a form provided by Defendants.

12. Nonadmission of Wrongdoing.

The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

13. Amendment.

This Agreement may not be modified, altered or changed except in writing and signed by all Parties wherein specific reference is made to this Agreement.

14. No Waiver.

The failure of the Parties, or any of them, to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof, or deprive that Party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

15. Entire Agreement.

This Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any prior agreements or understandings between the Parties, except for any arbitration, intellectual property, noncompete, restrictive covenant, non-solicitation, nondisclosure, or confidentiality agreements between Defendant(s) and Plaintiff, which shall remain in full force and effect according to their terms. Plaintiff acknowledges that Plaintiff has not relied on any representations, promises, or agreements of any kind made to Plaintiff in connection with Plaintiff's decision to accept this Agreement, except for those set forth in this Agreement.

16. Counterparts and Signatures.

This Agreement may be signed in counterparts, each of which shall be deemed an original, but all of which, taken together shall constitute the same instrument. A signature made on a faxed or electronically mailed copy of the Agreement or a signature transmitted by facsimile or electronic mail, or which is made electronically, will have the same effect as the original signature.

17. Mutual Negotiation.

This Agreement was the result of negotiations between the Parties and their respective counsel. In the event of vagueness, ambiguity, or uncertainty, this Agreement shall not be construed against the Party preparing it, but shall be construed as if all Parties prepared it jointly.

18. Fees and Costs.

The Parties shall each bear their own costs, expert fees, attorneys' fees, and other fees

incurred in connection with the execution of this Agreement.

19. Third Party Beneficiaries.

All Releasees are third party beneficiaries of this Agreement for purposes of the protections offered by this Agreement, and they shall be entitled to enforce the provisions of this Agreement applicable to any such Releasee as against Plaintiff or any party acting on Plaintiff's behalf.

20. Successors.

This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

21. No Transfer/Assignment of Claims.

Plaintiff warrants and represents that Plaintiff has not assigned or transferred or purported to assign or transfer to any person or entity all or any part of or any interest in any claim released under this Agreement. Plaintiff and Plaintiff's Counsel agree that they solely are responsible for the satisfaction of any assignment or lien to any lien holder and will indemnify and hold the Releasees harmless against any liens, damages, penalties, fines, fees, assessments, taxes, or attorneys' fees that may be imposed against or incurred by any of the Releasees as a result of the actions of any lien holder or any lien claimant or any taxing authority or any court in relation to any interest which any third-party may have in any claim which Plaintiff is releasing under this Agreement or any interest in any of the proceeds paid to Plaintiff or Plaintiff's Counsel under this Agreement.

PLAINTIFF ACKNOWLEDGES THAT PLAINTIFF ALREADY HAS ATTAINED THE AGE OF FORTY (40) AND UNDERSTANDS THAT THIS IS A FULL RELEASE OF ALL EXISTING CLAIMS WHETHER CURRENTLY KNOWN OR UNKNOWN INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR AGE DISCRIMINATION UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT.

PLAINTIFF IS ADVISED THAT PLAINTIFF HAS UP TO TWENTY-ONE (21) CALENDAR DAYS TO CONSIDER THIS AGREEMENT BEFORE SIGNING IT, THOUGH PLAINTIFF MAY SIGN EARLIER. IF PLAINTIFF FAILS TO SIGN AND RETURN THIS AGREEMENT WITHIN THE TWENTY-ONE (21) DAY CONSIDERATION PERIOD, THEN DEFENDANTS' OFFER AND THIS AGREEMENT WILL EXPIRE ON ITS OWN TERMS. PLAINTIFF ALSO IS ADVISED TO CONSULT WITH AN ATTORNEY PRIOR TO PLAINTIFF'S SIGNING OF THIS AGREEMENT AND HAS IN FACT OBTAINED LEGAL REPRESENTATION AND GUIDANCE ABOUT THE DECISION TO ENTER INTO THIS AGREEMENT BY PLAINTIFF'S COUNSEL LAW OFFICES OF TODD M. FRIEDMAN, P.C., AND SO DOING, ENTERS INTO THIS AGREEMENT.

PLAINTIFF MAY REVOKE THIS AGREEMENT FOR A PERIOD OF SEVEN (7) CALENDAR DAYS FOLLOWING THE DAY ON WHICH PLAINTIFF SIGNS OR

ENTERS INTO THIS AGREEMENT AND THE AGREEMENT IS NOT ENFORCEABLE UNTIL THE REVOCATION PERIOD HAS EXPIRED. ANY REVOCATION WITHIN THIS PERIOD MUST BE SUBMITTED, IN WRITING, AND TRANSMITTED BY HAND OR EMAIL TO MICHAEL CASERTANO, SENIOR COUNSEL, MCASERTANO@JUSTWORKS.COM, P.O. BOX 7119 NEW YORK, NY 10008 AND NICK S. PUJJI, COUNSEL FOR FRONTLINE, NICK.PUJJI@DENTONS.COM, DENTONS US LLP, 601 S. FIGUEROA ST., STE. 2500, LOS ANGELES, CA 90017 AND STATE, "I HEREBY REVOKE MY ACCEPTANCE OF OUR AGREEMENT AND GENERAL RELEASE." THE REVOCATION MUST BE RECEIVED BY NICK S. PUJJI, COUNSEL FOR FRONTLINE, AND MICHAEL CASERTANO, SENIOR COUNSEL, MCASERTANO@JUSTWORKS.COM, P.O. BOX 7119 NEW YORK, NY 10008 OR HIS/HER DESIGNEE WITHIN SEVEN (7) CALENDAR DAYS AFTER PLAINTIFF SIGNS OR ENTERS INTO THIS AGREEMENT.

BECAUSE OF PLAINTIFF'S RIGHT TO REVOKE THIS AGREEMENT, THIS AGREEMENT SHALL NOT BECOME EFFECTIVE AND ENFORCEABLE UNTIL THE EIGHTH (8TH) DAY AFTER THE RETURN OF AN EXECUTED COPY OF THIS AGREEMENT BY PLAINTIFF TO DEFENDANTS WITHOUT REVOCATION (THE "EFFECTIVE DATE").

THE PAYMENTS AND OTHER CONSIDERATION THAT ARE BEING PROVIDED TO PLAINTIFF ARE OF SIGNIFICANT VALUE AND ARE IN ADDITION TO WHAT PLAINTIFF OTHERWISE WOULD BE ENTITLED.

PLAINTIFF UNDERSTANDS THAT THE RELEASES CONTAINED IN THIS AGREEMENT DO NOT EXTEND TO ANY RIGHTS OR CLAIMS THAT PLAINTIFF HAS UNDER THE AGE DISCRIMINATION IN EMPLOYMENT ACT THAT FIRST ARISE AFTER EXECUTION OF THIS AGREEMENT.

PLAINTIFF AGREES THAT ANY MODIFICATIONS, MATERIAL OR OTHERWISE, MADE TO THIS AGREEMENT, DO NOT RESTART OR AFFECT IN ANY MANNER THE ORIGINAL CONSIDERATION PERIOD.

PLAINTIFF FREELY AND KNOWINGLY, AND AFTER DUE CONSIDERATION, ENTERS INTO THIS AGREEMENT INTENDING TO WAIVE, SETTLE AND RELEASE ALL CLAIMS PLAINTIFF HAS OR MIGHT HAVE AGAINST RELEASEES.

(signatures on next page)

The Parties knowingly and voluntarily sign this Agreement as of the date(s) set forth below:

MICHAEL DOTSON

JUSTWORKS EMPLOYMENT GROUP LLC

By:  Michael B. Dotson, Sr. (Feb 9, 2024 13:40 PST)

DocuSigned by:

By: 5C1AFA14285643F...

Elyse Berman
Director of Legal

Print Name: Michael Dotson

Date: 2/16/2024

Date: Feb 9, 2024

FRONTLINE, LLC

DocuSigned by:

By: FEB532C458C24CA...

Name: Shane Purcell
Title: CEO

Date: 2/19/2024 | 4:19 PM EST

EXHIBIT A

Feb 9, 2024, 202_

Edward J. McNamara
Jackson Lewis P.C.
725 South Figueroa Street, Suite 2500,
Los Angeles, California 90017

Carol Yur
Dentons US LLP
601 South Figueroa Street, Suite 2500,
Los Angeles, California 90017

Re: *Michael Dotson v. Frontline, LLC and Justworks Employment Group LLC*

Dear Counsel:

On Feb 9, 2024, 202_, I signed a Settlement Agreement and General Release (“Agreement”) in the above-referenced matter. More than seven (7) calendar days have elapsed since I executed the above-mentioned Agreement. I have not revoked my acceptance or execution of that Agreement and hereby reaffirm my acceptance of that Agreement up through the date of this letter.

Very truly yours,


Michael B. Dotson, Sr. (Feb 9, 2024 13:40 PST)

Michael Dotson

4863-0808-0786, v. 2

Settlement Agreement. Dotson Frontline Justworks (2024.1.30 Dentons edits)

Final Audit Report

2024-02-09

Created:	2024-02-09
By:	Meghan George (mgeorge@toddfllaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAapiRtMFT_xrJRJ6rAu90efZvoUvb_ZBm

"Settlement Agreement. Dotson Frontline Justworks (2024.1.30 Dentons edits)" History

-  Document created by Meghan George (mgeorge@toddfllaw.com)
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-  Document emailed to Michael B. Dotson, Sr. (michael.dotsonofficial@outlook.com) for signature
2024-02-09 - 9:32:03 PM GMT
-  Email viewed by Michael B. Dotson, Sr. (michael.dotsonofficial@outlook.com)
2024-02-09 - 9:39:28 PM GMT- IP address: 104.47.74.126
-  Document e-signed by Michael B. Dotson, Sr. (michael.dotsonofficial@outlook.com)
Signature Date: 2024-02-09 - 9:40:18 PM GMT - Time Source: server- IP address: 146.75.154.1
-  Agreement completed.
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