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Attorneys for Plaintiff Bryan Smith

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN MATEO

Bryan Smith, on behalf of himself, all
others similarly situated, and the general
public,

Plaintiffs,

vs.

Advantage Solutions, Inc., a Delaware
corporation; Advantage Sales & Marketing
LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants

Case No. 23-CIV-00884

**DECLARATION OF STEPHEN NOEL
ILG IN SUPPORT OF APPLICATION
FOR PERMISSION TO FILE
SETTLEMENT UNDER SEAL**

**Document Lodged Conditionally Under
Seal.**

Date: October 29, 2024

Time: 2:00 p.m.

Dept.: 4

Calendar: Law & Motion

*[Filed concurrently with Application and
Proposed Order in support]*

Smith v. Advantage Solutions Inc., et al.

Declaration of Stephen Noel Ilg in Support of Application to File Documents Under Seal

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I, STEPHEN NOEL ILG, declare as follows:

1. I am an attorney at law duly licensed to practice before all of the courts of the State of California and am an attorney for ILG Legal Office, P.C., Plaintiff Counsel in this matter. I have personal knowledge of the matters set forth herein, and if necessary, could and would competently testify thereto. This declaration is submitted in support of Plaintiff's Application for Permission to File Documents Under Seal.

2. Concurrently with this Application, Plaintiff and Defendants jointly filed a Stipulation for Dismissal of Individual Claims with Prejudice and Dismissal of Non-Individual Claims Without Prejudice. The redacted copy of the Settlement Agreement was attached as Exhibit A to the Declaration of Stephen Ilg in support of the Joint Stipulation for Dismissal of Individual Claims with Prejudice and Dismissal of Non-Individual Claims Without Prejudice.

3. Attached hereto as Exhibit 1 is a the unredacted copy of the Settlement Agreement prepared as required by California Rules of Court, Rule 2.551(d).

4. Good cause exists for filing the Settlement Agreement under seal because: (a) the parties' privacy interest in keeping the unredacted copy of the settlement agreement confidential (i.e., the amount of money being paid—the only redacted item) overrides the public interest in access to the Settlement Agreement, and (b) the parties' agreement to keep the Settlement Agreement confidential similarly overrides the public's interest in access to the Settlement Agreement.

5. Defendant confirmed it does not intend to oppose this request.

6. Plaintiff's class action claims were dismissed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and this declaration is executed this 16th of August 2024, at San Bruno, California.

Stephen Noel Hagg

Stephen Noel Ilg

ILG Legal Office, P.C.
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Attorneys for Plaintiff Bryan Smith

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Bryan Smith, on behalf of himself, all
others similarly situated, and the general
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LLC, a California limited liability
company; and DOES 1 through 100,
inclusive,

Defendants

Case No. 23-CIV-00884

**EXHIBIT 1 TO DECLARATION OF
STEPHEN NOEL ILG IN SUPPORT OF
APPLICATION FOR PERMISSION TO
FILE SETTLEMENT UNDER SEAL**

**[UNREDACTED] SETTLEMENT
AGREEMENT**

***LODGED CONDITIONALLY UNDER
SEAL***

Date: October 29, 2024

Time: 2:00 p.m.

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*[Filed concurrently with Application and
Proposed Order in support]*

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EXHIBIT 1

Unredacted copy of Settlement Agreement
LODGED CONDITIONALLY UNDER SEAL

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DOCUMENT LODGED CONDITIONALLY UNDER SEAL

CONFIDENTIAL SETTLEMENT AND GENERAL RELEASE AGREEMENT

This Confidential Settlement and General Release Agreement ("Agreement") is made and entered into by and between Claimant Bryan Smith, an individual ("Employee"), on the one hand, and Respondents Advantage Solutions, Inc. and Advantage Sales & Marketing LLC, on the other hand. Advantage Solutions, Inc. and Advantage Sales & Marketing LLC may be referred to collectively as "Respondents" or individually as "Respondent." Employee and Respondents are referred to collectively as the "Parties" and may be referred to individually either by their name or as a "Party." This Agreement is intended to resolve all disputes and extinguish those obligations described below.

RECITALS

WHEREAS, Employee worked for Respondent Advantage Sales & Marketing LLC from on or about December 9, 2020 until his separation of employment on or about September 26, 2023;

WHEREAS, on November 24, 2020, Employee executed a valid and enforceable arbitration agreement which contained a class action waiver in connection with his employment with Advantage Sales & Marketing LLC ("Arbitration Agreement");

WHEREAS, on February 27, 2023, Employee filed a Class Action Complaint in the San Mateo County Superior Court, Case No. 23-CIV-00884, that alleged seven causes of action for: (1) Failure To Pay Overtime Wages; (2) Failure to Provide Meal and Rest Periods; (3) Failure to Pay Final Wages on Time; (4) Failure to Maintain Accurate Records; (5) Failure to Reimburse Business Expenses; (6) Unfair Business Practices; and (7) Failure to Compensate for All Hours Worked. On or about May 17, 2023, Employee filed a First Amended Complaint that added an eighth cause of action pursuant to the California Labor Code Private Attorney General Act ("PAGA") (the "Action");

WHEREAS, on June 9, 2023, the Parties stipulated to, among other things, that: (1) all of Employee's individual wage-and-hour and individual PAGA claims would be submitted to binding arbitration; (2) Employee's representative PAGA claims would be stayed pending the outcome of the individual arbitration; and (3) Employee's class action claims would be dismissed with prejudice pursuant to the terms of the Arbitration Agreement, and any claims by putative class members would be dismissed without prejudice;

WHEREAS, the Parties selected Shirish Gupta to serve as the Arbitrator of the Action;

WHEREAS, Respondents deny and dispute any and all of Employee's allegations as alleged in the Action; and

WHEREAS, the Parties wish to avoid the expense of further proceedings and desire to resolve any and all claims alleged, or that could be alleged, arising out of or in connection with Employee's employment, or any relationship between Employee and Respondents, and/or generally arising out of or in connection with Employee's employment and the cessation thereof, including those as alleged in the Action, and instead wish to buy their peace as outlined herein.

AGREEMENT

NOW THEREFORE, in consideration of and exchange for the promises, covenants, and releases contained herein and the other valuable consideration described in this Agreement, the sufficiency of which is hereby acknowledged by the Parties, the Parties mutually agree as follows:

1. Incorporation of Recitals. The Parties incorporate the Recitals above as if fully set forth herein.

2. Effective Date of Agreement. This Agreement shall only become effective upon the last of the following events: (1) Employee returns this executed Agreement to Respondents' counsel; (2) Employee provides to Respondents' counsel completed W-4 and W-9 forms for himself; (3) Employee provides to Respondents' counsel a W-9 Form for his Counsel; and (4) the seven-day revocation period referenced in Paragraph 5 expires without a timely revocation by Employee (the "Effective Date").

3. Consideration. In consideration of the commitments made herein, Respondents agree to pay the total gross sum of Twenty Thousand Dollars and Zero Cents (\$20,000.00) ("Settlement Payment"), to be paid as set out below, in full compromise and settlement of all claims released herein. The Settlement Payment shall be made as follows:

- A. By a first check in the sum of Two Thousand Eight Hundred Sixty-Two Dollars and Forty Cents (\$2,862.40), made payable to "Bryan Smith" as payment for wages, less applicable withholdings and deductions, to be reported on an IRS Form W-2;
- B. By a second check in the sum of Seven Thousand One Hundred Thirty-Seven Dollars and Sixty Cents (\$7,137.60), made payable to "Bryan Smith" as payment for non-wage damages, to be reported on an IRS Form 1099; and
- C. By a third check in the sum of Ten Thousand Dollars and Zero Cents (\$10,000.00), made payable to the "ILG Legal Office, P.C." for attorneys' fees and costs. The payment shall be subject to and reported on an IRS Form 1099 to the ILG Legal Office, P.C.

Said checks shall be sent to counsel for Employee at the ILG Legal Office, P.C. Attn: Stephen Noel Ilg, 156 South Spruce Avenue, Unit 206A, South San Francisco, CA 94080 via Federal Express within thirty (30) calendar days after the Effective Date of this Agreement as defined in paragraph 2 above. Upon delivery of the Settlement Payment, Respondents will have fully met their obligations under this Agreement and will not be liable in any manner for the distribution, division, or payment of any portion of the Settlement Payment. By execution of this Agreement, Employee authorizes payment to be made as set forth in this paragraph.

4. Dismissal of the Action and Any Other Pending Actions. In exchange for the consideration set forth in this Agreement, Employee hereby agrees to dismiss the Action, which shall be with prejudice as to Employee and without prejudice as to current and former employees of Respondents who are not a party to this Agreement. Employee shall request the dismissal of this Action as specified within five (5) business days of receiving the Settlement Amount, as set forth in Paragraph 3 of this Agreement, by filing a joint stipulation to dismiss the Action and an agreed proposed order dismissing Employee's individual claims with prejudice and the non-individual claims without prejudice. Employee further agrees to fully cooperate with any such court requirements to effectuate dismissal of the Action in full. Employee shall dismiss with prejudice any other claims, charges, arbitration demands, actions, or complaints he may have filed with any court, arbitral forum, governmental or administrative agency or in any judicial forum, other than the Action.

5. Acknowledgment of Rights and Waiver of Claims Under the Age Discrimination in Employment Act ("ADEA"). Employee acknowledges that he is knowingly and voluntarily waiving and releasing any rights Employee may have under the ADEA. Employee also acknowledges that the consideration given for the waiver and release in the following paragraph is in addition to anything of value to which Employee was already entitled. As stated again in Exhibits A and B hereto, Employee further acknowledges that Employee has been advised by this writing, as required by the Older Workers' Benefit Protection Act, that: (i) Employee's waiver and release does not apply to any rights or claims that may arise after the Effective Date of this Agreement; (ii) Employee should consult with an attorney prior to executing this Agreement; (iii) Employee has at least twenty-one (21)

should consult with an attorney prior to executing this Agreement; (iii) Employee has at least twenty-one (21) days to consider this Agreement (although Employee may by Employee's own choice execute this Agreement earlier); (iv) Employee has seven (7) days following Employee's execution of this Agreement to revoke the Agreement; and (v) Employee may revoke this Agreement only by giving Respondents formal, written notice of Employee's revocation of this Agreement, to Respondents' Counsel, Nathan Low, nlow@fisherphillips.com, Fisher & Phillips LLP, 1 Montgomery Street, Suite 3400, San Francisco, California, 94104, which must be received by Respondents by email or personal delivery no later than the close of business on the seventh (7th) day following Employee's execution of this Agreement.

6. General Release by Employee. Employee, for himself and for his heirs, executors, administrators, successors and assigns, hereby releases, acquits and forever discharges Respondents, and their respective parents, subsidiaries, related entities and affiliates, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom Respondents has been, are now, or may hereafter be affiliated with, and each of their respective parents, subsidiaries and related entities, officers, directors, shareholders, persons, employees, agents, servants, representatives, members, attorneys, insurers, re-insurers, assigns, and all other entities with whom it has been, is now, or may hereafter be affiliated with, including but not limited to Daymon Worldwide Inc. (collectively "Released Parties" or individually as a "Released Party"), from any and all claims, demands, obligations, actions, causes of action, liabilities, debts, promises, agreements, demands, attorneys' fees, losses and expenses, known or unknown, suspected or unsuspected, filed or unfiled, including but not limited to the Complaint or arbitration demand filed in the Action that he may have or have had arising out of any known or unknown fact, condition or incident occurring prior to the date of Employee's execution of this Agreement, arising out of or in connection with any claims, demand, charges, or complaints, arising from his employment with Respondents, the cessation thereof, or any other interaction or relations with Released Parties, including but not limited to the operative Complaint filed in the Action.

This release includes, without limiting the generality of the foregoing: any and all claims, demands, causes of actions, obligations, charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all claims for any other type of relief relating to, arising out of, or based upon: all claims of harassment, discrimination, and/or retaliation in violation of State or Federal law; all claims for failure to accommodate and/or failure to engage in the interactive process; violations, interference with and/or retaliation for requesting and taking a leave of absence under state or Federal law; all claims of violation of public policy, including a claim for wrongful and/or constructive termination of employment; all claims for fraud or misrepresentation; all claims based on tort and/or breach of contract, whether written or oral, express or implied, and any covenant of good faith and fair dealing; all claims for unpaid wages, commissions, or other benefits, including minimum wage, regular, overtime, double time, vacation, associated penalties and/or premiums, and expense reimbursement; all claims for rest or meal periods and associated penalties and/or premiums; all claims for stock options; all claims for inaccurate wage statements; all claims for the alleged failure to pay all wages at separation; all claims for failure to timely provide documents for review and/or inspection; any claim for unlawful or unfair business practices; all claims for emotional distress; and any and all claims generally relating to Employee's employment with Respondents and the cessation thereof, including any alleged violation of any federal, state or other governmental statute, regulation, ordinance, or executive order, including without limitation:

- (1) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- (2) 42 U.S.C. § 1981;
- (3) The California Fair Employment and Housing Act;
- (4) Section 503 of the Rehabilitation Act of 1973;
- (5) The Fair Labor Standards Act (including the Equal Pay Act);
- (6) The California and United States Constitutions;

- (7) The California Labor Code, specifically including, but not limited to the PAGA pursuant to *Labor Code* § 2699, *et seq.*;
- (8) The California Business & Professions Code;
- (9) The Employee Retirement Income Security Act, as amended;
- (10) The Americans with Disabilities Act;
- (11) The Family Medical Leave Act;
- (12) The California Family Rights Act;
- (13) The California Pregnancy Discrimination Act;
- (14) The California Wage Orders;
- (15) The National Labor Relations Act;
- (16) The Immigration Reform and Control Act;
- (17) The California Occupational Safety and Health Act, or the Federal equivalent;
- (18) The Worker Adjustment and Retraining Notification Act;
- (19) The Families First Coronavirus Response Act;
- (20) The Age Discrimination in Employment Act;
- (21) The Older Workers Benefit Protection Act; and
- (22) The California Whistleblower Protection Act.

This release in all respects has been voluntarily and knowingly executed with the express intention of effecting the legal consequences provided in the California Civil Code section 1541, that is, the extinguishment of obligations herein designated. Notwithstanding the foregoing, this Agreement shall not affect any claims that cannot be waived as a matter of law. This Agreement shall also not affect Employee's right to workers' compensation benefits for claims that have already been filed, if any. By executing this Agreement, Employee represents, warrants and confirms that he is not an aggrieved employee for purposes of acting as a Private Attorney General under PAGA, and specifically that he did not suffer any violation that would form the basis to pursue a claim/penalty under the PAGA. Moreover, Employee disclaims any right to act as a Private Attorney General under the PAGA or to participate or recover any amount in any PAGA claim brought by any other party against the Released Parties. Accordingly, Employee covenants that he cannot and will not pursue a representative PAGA claim against the Released Parties.

7. Waiver of Section 1542. Employee expressly waives all of the benefits and rights granted to him pursuant to California Civil Code section 1542, or any similar statute in any state, 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.

Employee certifies that he has read all of this Agreement, including the release provisions contained herein and the quoted Civil Code section, and fully understands all of the same.

8. No Amounts Owed. Employee agrees and acknowledges that the Settlement Payment is not required to be paid by Respondents, by Respondents' policies and procedures, or otherwise, and hereby agrees that, after receiving the payment(s) set forth explicitly herein, he has received all potentially disputed compensation or remuneration of any kind due or owed from Respondents, including, but not limited to, all wages, premiums, penalties, commissions, bonuses, advances, vacation pay, and any other incentive-based compensation to which Employee is or may become entitled or eligible, and that Respondents shall owe Employee nothing further once Employee receives the Settlement Payment set forth in Paragraph 3, above. Employee acknowledges



that the Consideration referenced in Paragraph 3 is provided by Respondents in compromise of the matters contemplated by this Agreement.

Employee hereby acknowledges that the amount owed to him, if anything, is disputed in good faith and that he would not otherwise receive the full amount of the Settlement Payment as set forth in this section were it not for his covenants, promises, and releases set forth hereunder. As a result, Employee agrees that California Labor Code section 206.5 is not applicable. Employee hereby waives any protection that may exist under Section 206.5 which provides, in pertinent part, as follows: "An employer shall not require the execution of a release of a claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of those wages has been made."

9. Acknowledgement. Employee acknowledges and agrees that he would not otherwise be entitled to the consideration set forth in Paragraph 3, above, were it not for his covenants, promises, and releases set forth herein. Employee further acknowledges that he has received all wages and compensation due to him from Released Parties, and that Released Parties shall owe Employee nothing further once Employee receives the consideration described in Paragraph 3, above.

10. Non-Interference. Nothing in this Agreement is intended to waive claims which, as a matter of law, cannot be waived. However, by signing this Agreement, Employee is waiving rights to individual relief from the Released Parties (including any money damages, reinstatement or other legal or equitable relief) in any charge, complaint, or lawsuit or other proceeding brought by Employee or on Employee's behalf by any third party, except where such a waiver of individual relief is prohibited.

Nothing in this Agreement prevents Employee from filing a charge or complaint with or cooperating or participating in an investigation or proceeding conducted by the National Labor Relations Board (the "NLRB"), or from exercising rights under Section 7 of the National Labor Relations Act. Employee shall not, however, be entitled to receive any relief, recovery or monies in connection with any Claim filed with the EEOC, the NLRB, or comparable state or local agencies against any of the Released Parties, regardless of who filed or initiated any such complaint, charge or proceeding. Notwithstanding anything to the contrary herein, Employee understands that nothing in this Agreement or any other agreement that Employee may have with Respondents restricts or prohibits Employee from initiating communications directly with, responding to any inquiries from, providing testimony before, providing confidential information to, reporting possible violations of law or regulation to, or from filing a claim or assisting with an investigation directly with a self-regulatory authority or a government agency or entity, including but not limited to the Securities Exchange Commission and the federal Office of Occupational Health (collectively, "Government Agencies"), or from making other disclosures that are protected under the whistleblower provisions of state or federal law or regulation, and Employee does not need Respondents prior authorization to engage in such conduct. Notwithstanding, in making any such disclosures or communications, Employee must take all reasonable precautions to prevent any unauthorized use or disclosure of any information that may constitute Respondents' Confidential Information to any parties other than the Government Agencies and Employee is not permitted to disclose Respondents' attorney-client privileged communications or attorney work product. This Agreement does not limit Employee's right to receive an award for information provided to any Government Agencies.

11. No Claims Against Respondents. Employee further represents and warrants that he (himself or through counsel or an agent) has not filed nor caused to be filed any claim against Respondents, with the exception of the Action which gives rise to this Agreement. Other than this pending claim, Employee presently is not a party to any claim against Respondents. Employee specifically acknowledges that, after receiving the payment(s) set forth explicitly herein, he was properly paid for all time worked and is unaware of any facts that would support a claim by Employee against any of the Released Parties for any claim of unpaid wages or any other violation of

the Fair Labor Standards Act and/or applicable state or local wage and hour laws. Employee acknowledges that the Consideration referenced in Paragraph 3 is provided by Respondents in compromise of the matters contemplated by this Agreement. Employee further affirms that he has no other pending complaints with any other administrative agency, including but not limited to California's Department of Fair Employment and Housing, Labor & Workforce Development Agency, Department of Industrial Relations, Division of Labor Standards Enforcement, or the Federal Department of Labor or Equal Employment Opportunity Commission. Employee further acknowledges and represents that he has not filed a claim pursuant to California Labor Code section 132a and states, affirms, and acknowledges, that he has no factual basis to file any charge against Respondents under Labor Code section 132a for retaliatory termination in the future.

By executing this Agreement, Employee further represents, warrants, and confirms that Employee is not an aggrieved employee for purposes of acting as a Private Attorney General under the Private Attorneys General Act of 2004 ("PAGA"), and specifically that Employee did not suffer any violation that would form the basis to pursue a claim/penalties under the PAGA. Moreover, Employee disclaims any right to act as a Private Attorney General under the PAGA or to participate or recover any amount in any PAGA claim brought by any other party against Respondent.

12. Compliance Affirmation. Employee affirms that he is not aware of any actual, potential, or alleged financial or compliance irregularities concerning Respondents that he has not already reported to the proper employees of Respondents.

13. Attorneys' Fees and Costs. Except as set forth in Paragraph 3 of this Agreement, the Parties agree that they will bear their own attorneys' fees and costs incurred in connection with this matter. The ILG Legal Office, P.C. waives any claim that it may have to attorneys' fees and costs against Released Parties other than as specifically provided for in Paragraph 3, and Employee specifically agrees to indemnify all Released Parties against any claim by any attorney for attorneys' fees or costs associated with the Action, the Settlement Payment, this Agreement, or any claim released under this Agreement.

14. Confidentiality. Employee and his counsel agree to keep the existence and terms of this Agreement ("Agreement-Related Information") in the strictest confidence and not reveal, unless legally compelled to do so, any Agreement-Related Information to any persons except his spouse, attorneys and financial advisors, and only provided that they first agree for the benefit of Respondents to keep Agreement-Related Information confidential. Employee further agrees that if anybody other than his spouse and/or professional representatives asks him about his claims and the cessation thereof, he will simply respond by stating, "the matter has resolved and the resolution is confidential."

Employee and his counsel represent and agree that they have not and will not issue any public announcement, publication, or otherwise disclose Agreement-Related Information to anyone, including the press, media, websites, or any service which reports litigation, verdicts, or settlements. Nothing in this Paragraph shall be construed to prevent Employee from disclosing Agreement-Related Information to the extent required by a lawfully issued subpoena or duly issued court order; provided that Employee provides Respondents with advance written notice and a reasonable opportunity to contest such subpoena or court order. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination, or any other conduct that Employee has reason to believe is unlawful.

15. Non-Disparagement. Employee agrees to not make any defamatory comments that are maliciously untrue, made with knowledge of their falsity or with reckless disregard for their truth or falsity. Nothing in this Agreement prevents Employee from discussing or disclosing information about unlawful acts in

the workplace, such as harassment or discrimination, or any other conduct that Employee has reason to believe is unlawful.

16. Non-Cooperation. To the extent permitted by law, Employee agrees that he will not counsel or assist any attorney or individual in the presentation or prosecution of any disputes and/or differences by any third party against Released Parties unless pursuant to a lawfully issued subpoena or other order by a court or agency of competent jurisdiction. Employee further agrees to give Respondents notice within three business days of receipt of a subpoena or other order by court or agency pursuant to this Paragraph.

However, nothing in this Agreement shall be construed to prohibit Employee from filing a charge with or participating in any investigation or proceeding conducted by the EEOC or a comparable state or local agency. Notwithstanding the foregoing, Employee agrees to waive his individual rights to recover monetary damages in any charge, complaint, or lawsuit filed by Employee or by anyone else on Employee's behalf.

17. Waiver of Right to Pursue or Participate in Class, Collective, or Representative Claims. Employee expressly warrants and represents that he waives any and all rights to pursue Representative PAGA claims in connection with the Action. Employee further warrants and represents that Employee will not voluntarily participate in any other individual's litigation, grievance, or administrative claim against any of the Released Parties.

18. Liquidated Damages for Breach of Paragraphs 14, 15, 16, and/or 17 of this Agreement. Employee acknowledges that a breach by him of any of the covenants set forth in Paragraphs 14, 15, 16, and/or 17 of this Agreement will cause substantial harm to Released Parties, including but not limited to, the cost of prosecuting any claims and lawsuits against Employee. Employee also acknowledges that it is impossible for such harm to be calculated with any degree of certainty. Therefore, Employee agrees that any breach by him of his obligations under Paragraphs 14, 15, 16, and/or 17 of this Agreement shall entitle Released Parties to liquidated damages in the sum of Two Thousand Dollars and Zero Cents (\$2,000.00) for each breach, as well as recovery of court costs suffered by Released Parties. Employee agrees that this provision is fair and reasonable in light of the fact that the actual damages that would be suffered as the result of any such breach of Paragraphs 14, 15, 16, and/or 17 of this Agreement would be difficult to ascertain.

19. Neutral Reference. Provided Employee directs prospective employers to Experian Verify at www.experianverify.com, Respondents will confirm only the dates of the Employee's employment and his last position held.

20. Issuance of Form 1099; No Representation of Taxability. IRS Form 1099s will be issued for various portions of the Settlement Payment as set forth in Paragraph 3. Employee understands and agrees that he is responsible for payment of any taxes or other amounts due, which are required to be paid to the State of California, the United States Government, or any other entity as a result of this 1099 payment and reporting, including but not limited to state and federal employer contributions. Employee acknowledges and agrees that Released Parties have not warranted or represented how the U.S. Internal Revenue Service or other governmental taxing authorities will treat the Settlement Payment described above for tax purposes, and agrees that no further payment of money to Employee from Released Parties will be due in the event that the payment or the release of claims embodied in this Agreement, or any portion thereof, is found by a government taxing authority to be, or to result in, additional taxable income to Employee. Employee agrees that, in the event that any federal, state or local agency takes the position that additional taxes or other amounts should have been withheld from amounts paid pursuant to this Agreement, Employee will be solely responsible for payment of any such alleged tax obligations or other amounts and will indemnify and hold Released Parties harmless from any resulting tax liability, interest, attorneys' fees, employer contributions or penalty associated therewith. Employee hereby agrees to indemnify



Released Parties from any and all manner of liability if any should be imposed on them regarding the payments to Employee under this Agreement specified above, including but not limited to any interest, attorneys' fees, penalties, employer contributions and costs related to such payment.

21. Newly Discovered Facts. Employee hereby acknowledges that he may hereafter discover facts different from or in addition to those that he now knows or believed to be true when he expressly agreed to assume the risk of the possible discovery of additional facts, and he agrees that this Agreement will be and remain effective regardless of such additional or different facts. Employee expressly agrees that this Agreement shall be given the full force and effect according to each and all of its express terms and provisions, including those relating to unknown or unsuspected claims, demands, causes of action, governmental, regulatory, or enforcement actions, charges, obligations, damages, liabilities, and attorneys' fees and costs, if any, as well as those relating to any other claims, demands, causes of action, obligations, damages, liabilities, charges, and attorneys' fees and costs specified herein.

22. No Admission of Liability. It is understood and agreed by Employee that this Agreement represents a compromise and settlement for various matters and that the promises and payments and consideration of this Agreement shall not be construed to be an admission of any liability or obligation by Released Parties to Employee.

23. Attorney Liens. Employee represents and warrants that, except as set forth in Paragraph 3, all legal expenses, bills, costs or contingency fee agreements resulting from or arising out of the representation of Employee by any attorney (specifically including the Ilg Legal Office, P.C.) in relation to Employee's claims are Employee's responsibility to pay, and that any liens based on any legal expenses, bills, costs or contingency fee agreements Employee incurred will be satisfied by Employee. Employee will indemnify, defend and hold Released Parties harmless from any such claims.

24. No Additional Recovery. It is the intent of this Agreement that Employee, lienholders, and any other individual or entity with an interest in Employee's claims shall not recover, directly or indirectly, any sums from Released Parties other than the funds received pursuant to this Agreement and set forth in Paragraph 3, above. If, despite the provisions of this Paragraph, any Released Party that receives any claims, including a claim for contribution, any indemnity arising out of a claim brought by Employee against another person, Employee shall indemnify, provide a full defense for and hold harmless the Released Parties for such amount. In the event a trier of fact determines (and all appeals are exhausted or the time for such appeals have expired) that any Released Party is or would be liable for indemnity under any theory of law or equity, this Agreement shall act as a General Release, releasing not only the Released Parties but every other individual, trustee, firm, trust, corporation, or entity of any kind, who is or would be entitled to a defense and indemnity from the Released Parties with respect to any liability that person, firm, or corporation may have to Employee.

25. Entire Agreement. This Agreement constitutes the entire agreement between Employee and Respondents regarding actual or potential claims asserted by Employee against Released Parties and the settlement of those claims, which will remain in full force and effect. This Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the settlement of those claims. This Agreement cannot be orally modified. Any amendment or modification to this Agreement must be in writing, signed by Employee and by a duly authorized representative of Respondents. Employee further represents that he is unaware of any agreement or promise, written or oral, between Released Parties and/or anyone else that could serve as the basis for any claim or action against Released Parties that has not been released in this Agreement.

26. No Reliance Upon Representations by the Other Side. This Agreement is a legally binding document and each Party's signature will commit them to its terms. Each Party acknowledges that they have been



advised to discuss all aspects of this Agreement with an attorney, that they carefully read and fully understand all of the provisions of this Agreement and that they are voluntarily entering into this Agreement. In signing this Agreement, Employee is not relying upon any promises or representations made by anyone at or on behalf of Respondents.

27. Binding Nature; No Assignment. This Agreement, and all the terms and provisions contained herein, shall bind the heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each Party, its/his agents, directors, officers, employees, servants, successors, and assigns. The Parties promise and guarantee that they have not made, and will not make, any assignment of any claim, chose in action, right of action, or any right of any kind whatsoever, embodied in any of the claims that are released herein, and that no other person or entity of any kind had or has any interest in any of the claims released herein.

28. Fairness of Settlement. The Parties agree that this settlement is fair, reasonable, and adequate. The Parties covenant never to challenge this Agreement.

29. Effect of Illegality. If any portion or provision of this Agreement (including, without limitation, any portion or provision of any section of this Agreement) shall to any extent be declared illegal or unenforceable by a court of competent jurisdiction, then the remainder of this Agreement, or the application of such portion or provision in circumstances other than those as to which it is so declared illegal or unenforceable, shall not be affected thereby, and each portion and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. No waiver of any provision of this Agreement shall be effective unless made in writing and signed by the waiving Party. The failure of any Party to require the performance of any term or obligation of this Agreement, or the waiver by any Party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

30. Compliance with Terms; No Waiver. The failure to insist upon compliance with any term, covenant or condition contained in this Agreement shall not be deemed a waiver of that term, covenant or condition, nor shall any waiver or relinquishment of any right or power contained in this Agreement at any one time or more times be deemed a waiver or relinquishment of any right or power at any other time or times.

31. Enforcement Costs. The Parties agree that in the event litigation is initiated by any Party to enforce this Agreement, the prevailing Party will be entitled to recover its costs and reasonable attorneys' fees incurred in conjunction with the litigation, in addition to any other relief granted.

32. Construction; Governing Law and Jurisdiction. This Agreement shall be interpreted under the laws of the State of California, both as to interpretation and performance. California law shall govern the validity and interpretation of this Agreement, without regard to its conflict/choice of law principles. The Parties agree the San Mateo County Superior Court is the appropriate forum to resolve any and all disputes arising out of the enforcement of this Agreement. In the event of any dispute, this Agreement is intended by the Parties to be construed as a whole, to be interpreted in accordance with its fair meaning, and not to be construed strictly for or against either Employee or Respondents as the "drafter" of all or any portion of this Agreement. This Agreement constitutes the entire agreement between Employee and Respondents. This Agreement supersedes any previous agreements or understandings between Employee and Respondents, except as otherwise provided herein.

33. Section Headings. The section and paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

34. Counterparts and Electronic Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be taken to be an original, but all of which

together shall constitute one and the same document. An electronic signature shall be treated as an original signature for all purposes. A signed facsimile or PDF version of this Agreement shall have the same force and effect as a signed original of this Agreement.

35. Survival of Warranties and Representations. The warranties and representations of this Agreement are deemed to survive the date of execution thereof.

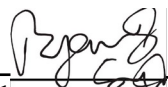
36. Voluntary and Knowing. This Agreement is executed voluntarily and without any duress or undue influence on the part or behalf of the Parties hereto. Employee has carefully read this entire Agreement. Employee acknowledges that he has been given the opportunity to consult with his own legal counsel with respect to the matters referenced in this Agreement, and that he has obtained and considered the advice of such legal counsel as he deems necessary or appropriate, such that Employee voluntarily and freely entered into this Agreement.

37. Notices. Any notice required by this Agreement shall be in writing and sent by email, facsimile, or overnight delivery to the Parties' respective counsel of record or to such other person or destination as may be designated in writing

IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth below.

EMPLOYEE

Dated: June 4, 2024



Bryan Smith

ADVANTAGE SOLUTIONS, INC.

Dated: June____, 2024

By: Rhianna S. Hughes
Rhianna Hughes
Vice President, Assistant General Counsel

Digitally signed by Rhianna S. Hughes
DN: cn=Rhianna S. Hughes, o=Advantage Solutions,
ou=VP, Assistant General Counsel,
email=rhianna.hughes@advantagesolutions.net, c=US
Date: 2024.06.11 10:26:45 -0700

ADVANTAGE SALES & MARKETING LLC

Dated: June____, 2024

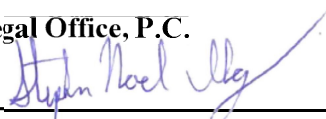
By: Rhianna S. Hughes
Rhianna Hughes
Vice President, Assistant General Counsel

Digitally signed by Rhianna S. Hughes
DN: cn=Rhianna S. Hughes, o=Advantage Solutions, ou=VP, Assistant
General Counsel, email=rhianna.hughes@advantagesolutions.net, c=US
Date: 2024.06.11 10:27:02 -0700

APPROVED AS TO FORM AND CONTENT:

ILG Legal Office, P.C.

Dated: June 4, 2024

By: 

Smith v. Advantage Solutions, Inc., et al.
Confidential Settlement and General Release Agreement

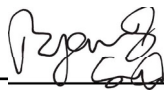
Stephen Noel, IIg.
Counsel for Employee
Bryan Smith

EXHIBIT A

ELECTION TO EXECUTE PRIOR TO EXPIRATION OF 21-DAY CONSIDERATION PERIOD

I, Bryan Smith, understand that I have twenty-one (21) days within which to consider and execute this Confidential Settlement and General Release Agreement ("Agreement"). However, after having an opportunity to consult with counsel, and having done so, I have freely and voluntarily elected to execute the Agreement before such twenty-one (21) day period has expired.

DATED: June 4, 2024

By: 
Bryan Smith

Title	Settlement Agreement for your review and/or signature
Filename	%5Bv.FINAL2CLEAN%...2850777873.1 %.pdf
Document ID	5630d1903df7204165d48e733e03aea4746defbc
Audit trail date format	MM/ DD /YYYY
Status	Signed

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Document History

SENT	06/04/2024 20:25:10 UTC	Sent for signature to Bryan Smith (smithbryan560@gmail.com) from help@ilglegal.com IP: 162.227.163.58
VIEWED	06/05/2024 04:11:51 UTC	Viewed by Bryan Smith (smithbryan560@gmail.com) IP: 47.224.161.2
SIGNED	06/05/2024 04:15:24 UTC	Signed by Bryan Smith (smithbryan560@gmail.com) IP: 47.224.161.2
0 COMPLETED	06/05/2024 04:15:24 UTC	The document has been completed.