

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FREDI GARCIA, <i>et al.</i>)
)
on behalf of themselves and all)
others similarly situated,)
)
Plaintiffs,)
)
v.)
)
AUDUBON COMMUNITIES MANAGEMENT,)
LLC, <i>et al.</i>)
)
Defendants.)
)
)
_____)

Civ. No. 08-1291-HGB-KWR
(SECT. C, MAG. 4)

Collective Action

SETTLEMENT AGREEMENT

WHEREAS FREDI UMBERTO MEJIVAR-GARCIA (a.k.a. Fredi Garcia), MISAEL GARCIA, JOSE SALVADOR BALLADARES, VICTOR MANUEL MALDONADO-ARITA, DENIS AMADOR DIAZ, EMILIO SALGUERO-FUENTES, REYES AGUILAR-GARCIA, JOSE EFRAIN GARCIA-HERNANDEZ, EDGAR YOVANI GARCIA-MARTINEZ, SANTOS LARA, ESVIN GARCIA, SALVADOR LOPEZ, JULIO CESAR HERNANDEZ-GARCIA, and GUSTAVO GARCIA ("Named Plaintiffs"); and JOSE MOISES VIDEZ (a.k.a. Moises Lopez), LUIS VALLE, HECTOR RODRIGUEZ, MARVIN PEREZ, NAHAN ORTIZ, NAHUN ORLANDO VERDE, ARMANDO MURILLO, TOMAS MEJILLA, JOSE MEJIA, JOSE MARTINEZ, MANUEL LOPEZ, WILMER ADALBERTO LOBO-RUIZ (a.k.a. Geobany Lobo), EDIN EDILBERTO LOBO-RUIZ (a.k.a. Dario Lobo), RAMON ALBERTO GALVEZ-HERNANDEZ (a.k.a. Adrian Lobo), MARIO HERNANDEZ, ADAN HERNANDEZ, ELDER



GARCIA, JESUS GARCIA, OSCAR DUBON, CARLOS CASTELLANOS, FRANCISCO CASCO, JOSE BARRERA, MIGUEL ANGEL ARITA, PORFIRIO AGUILAR, ANA RUTH GARCIA-MALDONADO (a.k.a. Ilsa Canales) ("Opt-In Plaintiffs") ("Named Plaintiffs" and "Opt-In Plaintiffs" collectively referred to as "Plaintiffs") have commenced a lawsuit ("the action") against AUDUBON COMMUNITIES MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC; AUDUBON-ALGIERS HOLDINGS I, LLC; AUDUBON-ALGIERS HOLDINGS II, LLC; AUDUBON-ALGIERS PARTNERS, LLC; AGS ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC; AUDUBON BRIDGE CITY PARTNERS, LLC; AUDUBON ABR, LLC; AUDUBON BATON ROUGE PARTNERS, LLC; AUDUBON JACKSON, LLC, AUDUBON JACKSON PARTNERS, LLC; AUDUBON REALTY CAPITAL, LLC; ANDREW SCHWARZ, and CHARLES REHYER ("Defendants") in the United States District Court for the Eastern District of Louisiana bearing Civil Action Number 08-1291-HGB-KWR (SECT. C, MAG. 4).

WHEREAS, Plaintiffs and Defendants wish to resolve their differences without incurring the costs and distraction of further litigation;

IT IS HEREBY AGREED, in consideration of the mutual promises and consideration contained herein, as follows:

1. This action is settled on the following terms and conditions:
 - A. Defendants will pay a total of \$215,000.00 ("Settlement Amount") to Plaintiffs. Of the Settlement Amount, \$170,000.00 shall be paid to Plaintiffs for amounts to be allocated as back wages, liquidated damages, and compensatory damages as set forth in ¶ 1. D(3), *infra*, of this Settlement Agreement; and \$45,000.00 shall be shall be payable as attorneys' fees and costs as set forth in ¶1. D(2) *infra*.

B. Plaintiffs agree to accept the Defendants' Settlement Amount in full settlement of all claims, including those for attorneys' fees and costs, against Defendants consistent with the terms set forth in the Release annexed hereto as Ex. A. This Settlement Agreement resolves, settles, and compromises any and all claims that have been brought, or could ever be brought, by all Named Plaintiffs and Opt-In Plaintiffs, with respect to the following worksites for work performed at any time between February 2005 and the date on which this Settlement Agreement is executed:

- (1) The Audubon Pointe apartment complex, located in New Orleans, Louisiana;
- (2) The Audubon Village apartment complex, located in Bridge City, Louisiana;
- (3) The Audubon Park apartment complex, located in Baton Rouge, Louisiana; and
- (4) The Audubon Grove apartment complex, located in Jackson, Mississippi.

C. Defendants agree to accept Plaintiffs' compromises of the amounts they claim are owed them in full settlement of all claims Defendants may have against Plaintiffs consistent with the terms set forth in the Release annexed hereto as Ex. A.

D. The transaction of this settlement shall take place as follows and in the following order:

- (1) On or before January 9, 2009, Defendants and Defendants' counsel shall sign this Settlement Agreement and the Release attached hereto as Ex. A, and counsel for Defendants shall sign the Stipulation of Dismissal without Prejudice, attached hereto as Ex. B, and the Stipulation of Dismissal with

Prejudice, attached hereto as Ex. C. These documents should be delivered to the Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable overnight courier.

- (2) On or before January 9, 2009, Defendants shall draft and deliver three (3) separate certified checks to the Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable overnight courier. One certified check shall be payable to "Southern Poverty Law Center" in the amount of \$26,058.47; one certified check shall be payable to "The Pro Bono Project" in the amount of \$18,030.62; and one certified check shall be payable to the "National Employment Law Project" in the amount of \$910.90. These payments shall satisfy the payment of the attorney's fees and costs portion of the Settlement Amount. The Southern Poverty Law Center shall hold these checks in escrow until such time as the Court has So Ordered the terms of this Settlement Agreement.
- (3) On or before January 9, 2009, Defendants shall draft and deliver to the Southern Poverty Law Center 233 Peachtree Street, Suite 2150, Atlanta, GA 30303 via traceable courier one certified check payable to "Southern Poverty Law Center Client Trust" in the amount of \$170,000.00 (hereinafter "Damages Payment"). This shall constitute all damages payable to Plaintiffs and shall be disbursed as set forth in sub-paragraphs 4 - 10, *infra*, of this agreement. The Southern Poverty Law Center shall hold this check in escrow until such time as the Court has so ordered the terms of this Settlement Agreement.

- (4) The Damages Payment shall be allocated to each Plaintiff as set forth below, less any applicable taxes and pursuant to the procedure set forth in sub-paragraphs 5 - 10, *infra*, of this Agreement:

Plaintiff Name	Check 1 (Back Wages)	Check 2 (Liquidated and Compensatory Damages)
Porfirio Israel Aguilar-Martinez	2,332.97	2,332.97
Miguel Angel Arita	589.60	589.60
Jose Carlos Barrera-Serrano	318.56	318.56
Ana Ruth Garcia-Maldonado, (aka Ilsa Canales)	2,332.97	2,332.97
Carlos Rodolfo Molina-Castellanos	1,484.61	1,484.61
Oscar Dubon	3,181.32	3,181.32
Elder Jose Garcia	993.84	993.84
Esvin Garcia-Rodezno	1,506.96	3,013.92
Fredi Umberto Menjivar-Garcia, (a.k.a. Fredi Garcia)	2,355.31	4,710.62
Gustavo Garcia	2,664.76	5,329.52
Jesus Garcia	2,120.88	2,120.88
Jose Efrain Garcia-Hernandez	1,392.23	2,784.41
Edgar Yovani Garcia-Martinez	1,392.23	2,784.47
Julio Cesar Hernandez-Garcia	1,505.35	3,010.69
Adan Hernandez-Mendez	1,272.53	1,272.53
Santos Ebelio Lara-Barrera	2,240.59	4,481.17

Ramon Alberto Galvez-Hernandez (a.k.a. Adrian Lobo)	1,908.79	1,908.79
Edin Edilberto Lobo-Ruiz (a.k.a. Dario Lobo)	1,908.79	1,908.79
Wilmer Adalberto Lobo-Ruiz (a.k.a. Geobany Lobo)	1,484.61	1,484.61
Manuel Lopez	2,332.97	2,332.97
Jose Moises Videz (a.k.a. Moises Lopez)	2,120.88	2,120.88
Salvador Lopez-Guillen	2,072.53	4,145.05
Jose Leopoldo Mejia-Serrano	1,908.79	1,908.79
Tomas Mejilla	742.73	742.73
Armando Murillo	2,290.55	2,290.55
Jermer Nahan Verde-Ortiz	1,272.53	1,272.53
Marvin Geobani Perez-Mancilla	1,484.61	1,484.61
Hector Omar Rodriguez-Nunez	1,272.53	1,272.53
Fransisco Casco-Sanchez	742.73	742.73
Nahun Orlando Verde	1,325.55	1,325.55
Misael Garcia Rodriguez	2,298.75	4,597.51
Jose Salvador Balladares	2,298.75	4,597.51
Victor Manuel Maldonado-Arita	2,312.89	4,625.79
Emilio Salguero-Sarmiento	2,312.89	4,625.79
Reyes Aguilar Garcia	3,062.27	6,124.54
Denis Amador Diaz	2,213.92	4,427.84
Mario Hernandez-Mendez	1,527.03	1,527.03
Luis Alberto Valle	1,272.53	1,272.53
Jose Enrique Martinez Reyes	2,332.97	2,332.97

- (5) Within five days of receipt of the documents and checks set forth in sub-paragraphs (1) – (4), *supra*, counsel shall execute the Settlement Agreement and the Stipulation of Dismissal without Prejudice and shall file both with the Court to be so ordered by the presiding judge.
- (6) Within five days of the Court so ordering the Settlement Agreement and the Stipulation of Dismissal without Prejudice, the Southern Poverty Law Center may release from escrow the checks set forth in sub-paragraphs (2) and (3), *supra*.
- (7) The Southern Poverty Law Center shall obtain IRS Forms W-4 or W-9, as well as executed Releases, attached hereto as Ex. A, from each Plaintiff. The parties stipulate that Faxed signatures on such releases and Forms W-4 or W-9 shall have the same validity and effect as original signatures for the purposes of this settlement.
- (8) Upon receipt of an executed Release from a Plaintiff, the Southern Poverty Law Center shall issue out of its Client Trust Account and distribute a check for liquidated and compensatory damages to that Plaintiff as set forth in subparagraph (4), *supra*.
- (9) Once every 30 days and no later than 30 days after receipt of a Plaintiff's W-4 or W-9, and the Plaintiff's executed Release, the Southern Poverty Law Center shall provide that Plaintiff's W-4 or W-9, and the executed release, to counsel for Defendants, along with a check drawn on the Client Trust Account payable to Audubon Communities Management, LLC in the amount of those submitting Plaintiffs' back wages, as set forth in sub-

paragraph (4), *supra*. Counsel for the Defendants shall hold those Plaintiffs' executed releases in escrow until such time as Audubon Communities Management, LLC shall issue and deliver those Plaintiffs' checks to Plaintiffs' counsel.

- (10) Audubon Communities Management, LLC shall, within 15 days of receipt of a Plaintiff's W-4 or W-9, and the Plaintiff's executed Release, issue and deliver to Southern Poverty Law Center 233 Peachtree Street, Suite 2150 Atlanta, GA 30303 via traceable overnight courier a payroll check in the amount of the Plaintiff's back wages, as set forth in sub-paragraph (4), *supra*, less any applicable taxes or backup withholding. Audubon Communities Management, LLC shall be solely responsible for payment of the employer's share of any payroll taxes arising out of any back wages payment, unless that back wages payment is subject to backup withholding.

- (11) If Defendants do not default on their obligations under this Agreement, within 15 days of the earlier of (a) the distribution of all settlement proceeds to all Plaintiffs, or (b) July 14, 2009, the Southern Poverty Law Center shall execute and file the Stipulation of Dismissal with Prejudice, to be so ordered by the Court.

2. In the event of any litigation alleging non-compliance with the Settlement Agreement or the Release, such litigation shall occur before Section C of the United States District Court for the Eastern District of Louisiana, Hon. Helen G. Berrigan presiding, which retains jurisdiction of enforce the terms of this Agreement. In the event of any litigation alleging non-compliance with the terms of this Settlement Agreement or the Release, should the party bringing such litigation

prevail, that prevailing party shall be entitled to an award of its reasonable attorneys' fees with regard to enforcing this Settlement Agreement or the Release.

3. The parties agree that upon ratification of this agreement, they shall submit to the U.S. District Court for the Eastern District of Louisiana a joint motion to extend the current deadline for dismissal of this case with prejudice (set forth in Rec. Doc. 120) until July 14, 2009.

4. By executing this Settlement Agreement, Defendants declare and represent that they will comply with the terms contained herein and that the Defendants have the financial conditions with which to comply with the terms contained herein. This declaration shall be deemed renewed and republished upon Audubon Communities Management, LLC's receipt from the Southern Poverty Law Center of any proceeds described in ¶ 1(D)((9)), *supra*. The parties agree that this is a material representation.

5. The Southern Poverty Law Center declares that it will issue out of its Client Trust Account the checks to Audubon Communities Management, LLC described in ¶ 1(D)((9)), *supra*, in reliance on Audubon Communities Management, LLC's declaration that it will comply with the subsequent payment terms, and that it has the financial conditions with which to comply with the payment terms set forth in ¶ 1(D)((10)), *supra*. Defendants agree that if Audubon Communities Management, LLC fails to comply with the requirements of ¶ 1 (D)((10)), the resulting debt to Plaintiffs shall be deemed non-dischargeable in bankruptcy as a debt for money obtained by false pretenses, a false representation, or actual fraud, or a materially false statement respecting Defendants' financial condition, relied upon by Plaintiffs, that Defendants caused or made to be published with intent to deceive.

6. All Defendants shall be jointly and severally liable for all payments required by this Settlement Agreement.

7. Defendants agree that in the event that any Plaintiff seeks a reference for employment, Defendants shall provide a neutral reference that shall be limited to advising of the period for which that Plaintiff was employed, and the position that he held.

8. Defendants agree that neither they nor their agents shall take any retaliatory actions against the Plaintiffs named in this agreement for their participation in this agreement and/or lawsuit. Defendants specifically warrant that they will not initiate contact with any law enforcement agencies including any division of the United States Department of Homeland Security (or of its constituent agencies) regarding any of the individuals named in this agreement and/or any pending applications or petitions or proceedings which may be pending with respect to any of the individuals named in this agreement. The parties agree and recognize, however, that Defendants have a legal obligation to cooperate with federal, state, and local law enforcement agencies and officials, when compelled to do so by subpoena or other formal process and thus, any response by any Defendant, or agent or employee thereof under such circumstances shall not constitute a violation of this Settlement Agreement. Moreover, in the event that any Plaintiff is subsequently apprehended, detained, or arrested, such actions shall not, in and of themselves, constitute proof that any Defendant, or agent or employee thereof, has violated this paragraph of this Settlement Agreement.

9. Defendants shall indemnify, defend, and hold Plaintiffs harmless for any failure by any Defendant to comply with federal, state, or local tax obligations arising out of this Settlement Agreement.

10. Plaintiffs shall indemnify, defend, and hold Defendants harmless for any failure by any Plaintiff to comply with federal, state, or local tax obligations arising out of this Settlement Agreement.

11. The parties hereto acknowledge that this Agreement is made for economic reasons only and does not constitute an admission of wrongdoing or liability or violation of any state, federal, or local laws. Similarly, the parties agree that the allegations made in the Complaint and Amended Complaint do not constitute proof of any wrongdoing or violation of any federal, state or local laws by any Defendant.
12. The Southern Poverty Law Center affirms that it is authorized by Plaintiffs to execute this Settlement Agreement on their behalf.
13. Andrew Schwarz affirms that he is authorized by all Defendants to execute this Settlement Agreement and the Release on all Defendants' behalf.
14. The parties have consulted with their chosen attorneys, understand the terms of this agreement, and execute it voluntarily and of their own free will. Moreover, the terms of the Settlement Agreement and the Release have been fully explained in detail by Plaintiffs' counsel to each of their respective clients, and similarly, by Defendants' counsel to each Defendant. Each party expressly waives any argument or claim that can be brought that seeks to invalidate this Settlement Agreement on the grounds that said party did not understand or comprehend the nature and terms of the agreement.
15. Each of the undersigned Parties represents and warrants to the other that each such Party has the full authority necessary to execute and perform all obligations under this Settlement Agreement.
16. This Settlement Agreement, whether or not consummated, shall not in any event be construed or deemed for any purpose whatsoever as a presumption, concession or an admission of liability, fault, wrongdoing or otherwise on the part of the Defendants, nor shall it be construed as or deemed to be evidence or a presumption, concession or an admission by the Plaintiffs or Defendants of the truth or falsehood of any fact alleged or the validity or invalidity of any claim,

counterclaim or third-party claim which has or could have been asserted in the action, or the deficiency of any defense which has or could have been asserted in the action. Plaintiffs aver that Defendants were their employers and Defendants deny that they knowingly employed Plaintiffs.

17. Plaintiffs and Defendants, through their counsel, have cooperated in the drafting and preparation of this Settlement Agreement; therefore, this Settlement Agreement shall not be construed against either Plaintiffs or Defendants.

18. This writing constitutes the complete, final and entire understanding of the Plaintiffs and Defendants with respect to all matters relating to this Settlement Agreement and supersedes all prior agreements or understandings. Plaintiffs and Defendants shall not be bound by any terms, covenants, conditions or representations not expressly contained herein.

19. This Settlement Agreement may not be modified or changed orally, and may be amended only by an agreement in writing signed by the party against whom enforcement of any such change is sought.

20. Any notice to the parties regarding the provisions of this Settlement Agreement shall be given by overnight courier service, addressed as follows:

For Plaintiffs:

Daniel Werner, Esq.
Southern Poverty Law Center
Immigrant Justice Project
233 Peachtree Street NE
Atlanta, GA 30303

For Defendants:

Mr. Andrew Schwarz
Audubon Communities Management
1000 South Lenola Road
Building 1, Suite 203
Maple Shade, New Jersey 08052

and

Elwood F. Cahill, Esq.
Sher Garner Cahill Richter
Klein & Hilbert, L.L.C.
909 Poydras Street, 28th Fl.
New Orleans, LA 70112-1033

21. This Settlement Agreement may be executed in any number of actual or electronic counterparts, each of which when so executed and delivered shall be deemed an original. The executed signature pages from each actual or electronic counterpart may be joined together and attached to one such original, which shall constitute one and the same instrument.
22. This Settlement Agreement shall be binding upon and inure to the benefit of the Plaintiffs and Defendants and their respective heirs, executors, administrators, subsidiaries, affiliates, successors and assigns.
23. All representations, warranties, covenants and agreements contained in this Settlement Agreement shall survive the execution and delivery of this Settlement Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date appearing below:

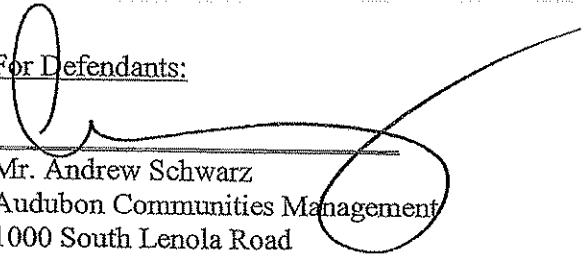
For Plaintiffs:



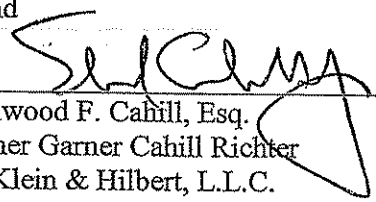
2/4/09

Daniel Werner, Esq.
Southern Poverty Law Center
Immigrant Justice Project
233 Peachtree Street NE
Atlanta, GA 30303

For Defendants:


Mr. Andrew Schwarz
Audubon Communities Management
1000 South Lenola Road
Building 1, Suite 203
Maple Shade, New Jersey 08052

and


Elwood F. Cahill, Esq.
Sher Garner Cahill Richter
Klein & Hilbert, L.L.C.
909 Poydras Street, 28th Fl.
New Orleans, LA 70112-1033

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

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FREDI GARCIA, <i>et al.</i>)
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on behalf of themselves and all)
others similarly situated,)
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v.)
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AUDUBON COMMUNITIES MANAGEMENT,)
LLC, <i>et al.</i>)
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Defendants.)
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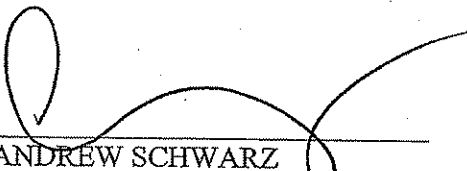
Civ. No. 08-1291-HGB-KWR
(SECT. C, MAG. 4)

Collective Action

RELEASE

Defendants AUDUBON COMMUNITIES MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC; AUDUBON-ALGIERS HOLDINGS I, LLC; AUDUBON-ALGIERS HOLDINGS II, LLC; AUDUBON-ALGIERS PARTNERS, LLC; AGS ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC; AUDUBON BRIDGE CITY PARTNERS, LLC; AUDUBON ABR, LLC; AUDUBON BATON ROUGE PARTNERS, LLC; AUDUBON JACKSON, LLC, AUDUBON JACKSON PARTNERS, LLC; AUDUBON REALTY CAPITAL, LLC; ANDREW SCHWARZ, and CHARLES REHYER, their heirs, executors, administrators, agents, successors, and assigns ("Defendant Releasers") hereby release each and every named Plaintiff, Individual Plaintiff, and Opt-In Plaintiff, their heirs, executors, administrators, agents, successors, and assigns ("Plaintiff Releasees") from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies,

agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty, or equity, which against the Plaintiff Releasees, Defendant Releasors now have or hereafter can, shall, or may have for, upon, or by reason of any matter, cause or thing whatsoever from the beginning of the world to the date of this Settlement Agreement. This Release does not extend to rights or remedies arising under the Settlement Agreement between the parties pursuant to which this Release was executed. Each Defendant identified above has authorized Andrew Schwarz to execute this document on its behalf.



ANDREW SCHWARZ
for Defendants, AUDUBON COMMUNITIES
MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC;
AUDUBON-ALGIERS HOLDINGS I, LLC;
AUDUBON-ALGIERS HOLDINGS II, LLC;
AUDUBON-ALGIERS PARTNERS, LLC; AGS
ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC;
AUDUBON BRIDGE CITY PARTNERS, LLC;
AUDUBON ABR, LLC; AUDUBON BATON ROUGE
PARTNERS, LLC; AUDUBON JACKSON, LLC,
AUDUBON JACKSON PARTNERS, LLC; AUDUBON
REALTY CAPITAL, LLC; ANDREW SCHWARZ,
and CHARLES REHYER.

Date 1/9/09

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

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FREDI GARCIA, <i>et al.</i>)
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on behalf of themselves and all)
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LLC, <i>et al.</i>)
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Defendants.)
)
_____)

Civ. No. 08-1291-HGB-KWR
(SECT. C, MAG. 4)

Collective Action

RELEASE

Plaintiff, _____ his heirs, executors, administrators, agents, successors, and assigns ("Plaintiff Releasers") hereby release Defendants AUDUBON COMMUNITIES MANAGEMENT, LLC; AUDUBON-ALGIERS, LLC; AUDUBON-ALGIERS HOLDINGS I, LLC; AUDUBON-ALGIERS HOLDINGS II, LLC; AUDUBON-ALGIERS PARTNERS, LLC; AGS ALGIERS, LLC; AUDUBON BRIDGE CITY, LLC; AUDUBON BRIDGE CITY PARTNERS, LLC; AUDUBON ABR, LLC; AUDUBON BATON ROUGE PARTNERS, LLC; AUDUBON JACKSON, LLC, AUDUBON JACKSON PARTNERS, LLC; AUDUBON REALTY CAPITAL, LLC; ANDREW SCHWARZ, and CHARLES REHYER, their directors, officers, employees, members, managers, heirs, executors, administrators, agents, successors, affiliates (being parents, sibling and/or subsidiary entities), principals, shareholders, and assigns ("Defendant Releasees"), from all actions, causes of action, including but not limited to those arising out of workers' compensation statues and laws, suits, debts, dues, sums of money,

accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty, or equity, which against the Defendant Releasees, Plaintiff Releasees ever had, now have or hereafter can, shall, or may have for, upon, or by reason of any matter, cause, or thing from the beginning of the world to the day of the date of the execution of this Release. Plaintiff represents and warrants that he has not assigned to another any claims that he has or had against Defendant Releasees. Plaintiff relinquishes, and agrees not to seek or accept, any monetary award against the Defendant Releasees arising from any claim or cause asserted or to be asserted (if at all) by any governmental agency based on any act or omission occurring prior to the date of this Release. This Release does not extend to rights and remedies arising under the Settlement Agreement between the parties pursuant to which this Release was executed.

_____ DATE

_____ PRINTED NAME