

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DIONTE REVELS,)	
CONTRELL SHUMATE, JR.,)	
THOMAS ALVIN GLOVER, and)	
CHARLES LATHAM,)	
)	
individually and on behalf of)	
all others similarly situated,)	
)	Case No. 1:24-cv-00931
Plaintiffs,)	
)	
v.)	
)	
FORSAGE, INC. and)	
VADIM SAUCA,)	
)	
)	
Defendants.)	

JOINT MOTION FOR APPROVAL OF SETTLEMENT AGREEMENT

Opt-in Plaintiffs Adrian McLemore, Anna Gavin, Arthur Wesley, Duvanne Bailey, Emmia Dudley, Gary Jackson, Gerald Holden, Jienns Waymers, William DesRosier, and Juniata Bey (“Opt-in Plaintiffs”) and Defendants Forsage, Inc. and Vadim Sauca (collectively, “Defendants”) respectfully submit the following Joint Motion for Approval of Settlement Agreement. In support of this Motion, the Parties state as follows:

Introduction

1. The Parties respectfully move this Court to approve the proposed settlement reached by the Parties and memorialized in their Settlement Agreement (the “Settlement Agreement” or “Settlement”).

2. The Parties submit that the proposed Settlement is fair and reasonable. The Settlement was achieved during arms-length negotiations between the Parties, conducted by experienced counsel, after contested litigation.

3. The Settlement achieves both sides' primary objectives. For Opt-in Plaintiffs, the Settlement ensures Opt-in Plaintiffs will be paid promptly, and in full, for wages they allege are due to them under the Illinois Wage Payment and Collection Act ("IWPCA"), the Illinois Minimum Wage Law ("IMWL"), and the federal Fair Labor Standards Act ("FLSA"). For Defendants, the Settlement ensures finality and offers Defendants the ability to resolve these claims without the burden and expense of litigation, and without an admission of liability or wrongdoing.

4. This Settlement is limited to the claims of the Opt-in Plaintiffs and does not affect any claim of any person other than the Opt-in Plaintiffs in this case.

THE LAWSUIT

5. On February 1, 2024, Plaintiffs commenced the above-captioned action (“Lawsuit”). Plaintiffs alleged that, as a result of Defendants’ misclassification, they and other similarly situated drivers were not paid minimum wage as required by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201 *et seq* and the Illinois Minimum Wage Law (“IMWL”), ILCS 105/4. Dkt. 1. Plaintiffs also alleged that Defendants took unlawful deductions from their pay in violation of the Illinois Wage Payment and Collection Act (“IWPCA”), 820 Ill. Comp. Stat. 115/9 and required them and other similarly situated drivers to bear business expenses in violation of 820 Ill. Comp. Stat. 115/9.5. Id.

6. Plaintiffs filed an Amended Complaint, adding additional named plaintiffs (Dkt. 19). A number of individuals subsequently opted into the case; and Defendants obtained releases from several Plaintiffs and opt-ins, identified in Exhibit 1 hereto. The remaining individuals who joined this case but did not sign a release - opt-ins Adrian McLemore, Anna Gavin, Arthur Wesley, Duvanne Bailey, Emmia Dudley, Gary Jackson, Gerald Holden, Jienns Waymers, William DesRosier, and Juniata Bey - are parties to this Settlement Agreement.

7. Defendants ultimately filed an Answer on July 1, 2024, denying all liability and asserting a variety of defenses. Dkt. 35.

4. Plaintiffs filed a Motion for Conditional Certification, which was granted by the Court on March 9, 2025. Dkt. 80.

8. During the period between March 2025 and May 2025, the Parties' respective counsel engaged in informal settlement negotiations, and, after several weeks of discussion, reached an agreement in principle to compromise and settle all claims that were or could have been asserted by Opt-in Plaintiffs against Defendants, including but not limited to, the allegations in the Lawsuit, and as set forth herein.

9. Opt-in Plaintiffs have agreed to settle this case on the terms and conditions set forth herein in recognition that the outcome of the case is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

10. The Parties acknowledge that, should this case proceed, many *bona fide* disputes over legal and factual issues will have to be litigated, the ultimate resolution of which will substantially impact the outcome of these matters.

THE SETTLEMENT

11. The proposed Settlement eliminates the time, cost, and uncertainty that would be occasioned by further litigation of the issues.

12. If approved by the Court, the Gross Settlement Amount of \$45,000.00 will compensate Opt-in Plaintiffs for all of their allegedly withheld (though disputed) wages, and all other claims for damages, attorneys' fees, statutory penalties, and other relief.

13. Plaintiff's Counsel relied on records provided by Defendants for purposes of settlement to create a damages model for the Opt-ins. Plaintiffs' Counsel calculate that the Gross Settlement compensates opt-in Plaintiffs 100% of the allegedly owed unpaid escrow and deductions made by Forsage from their pay, and also awards the Opt-ins \$34.24 for each week of employment for any alleged minimum wage violations -which represents approximately 2.28

hours per week of unpaid minimum wage compensation calculated based on the Illinois Minimum Wage Rate of \$15.00 per hour.

THE PROPRIETY OF APPROVAL

14. It is customary in the Seventh Circuit for parties to request court approval of settlements to ensure a valid and enforceable release of an FLSA claim. *See, e.g., Walton v. United Consumers Club, Inc.*, 786 F.2d 303, 306 (7th Cir. 1986) (citing *Lynn's Food Stores, Inc. v. Dep't of Labor*, 679 F.2d 1350, 1352–53 (11th Cir. 1982)); *Ladegaard v. Hard Rock Concrete Cutters, Inc.*, No. 00 C 5755, 2001 WL 1403007, at *6 (N.D. Ill. Nov. 7, 2001). However, it is less clear under Illinois law whether releases under the Wage Act also require court approval. *See id.* at 6–7; *Lewis v. Giordano's Enterprises, Inc.*, 397 Ill. App. 3d 581, 593 (1st Dist. 2009); *see also* Wage Act, § 9 (“The acceptance by an employee of a disputed paycheck shall not constitute a release as to the balance of his claim and any release or restrictive endorsement required by an employer as a condition to payment shall be a violation of this Act and shall be void.”). However, courts review the reasonableness of settlements under both the FLSA and the Wage Act using a similar analysis. *See Lewis*, 397 Ill.App.3d. at 593. In this case, the FLSA claims which are subject to court approval represent a very small portion of the overall settlement, and are subsumed by Opt-in Plaintiffs’ claims under the IMWL and IWPCA.

15. When reviewing a proposed settlement releasing claims of unpaid wages, the district court should review the settlement and decide whether it is a “fair and reasonable resolution of a *bona fide* dispute.” *Lynn's Food Stores, Inc.*, 679 F.2d at 1353, 1355. If a settlement reflects a reasonable compromise over issues, such as statutory coverage or computation of wages that are actually in dispute, the court should approve the settlement “in order to promote the policy of encouraging settlement of litigation.” *Id.* at 1354.

16. This litigation involves a series of hotly disputed factual and legal issues, which would result in lengthy and complex litigation absent the Settlement. Among other issues, the parties disagree whether Opt-in Plaintiffs were properly classified as independent contractors; and whether and to what extent Defendants made improper deductions from Opt-in Plaintiffs' pay and/or improperly failed to reimburse them for business expenses.

17. The resolution of any one of these issues could affect the Opt-in Plaintiffs' potential recovery dramatically, and they may not recover at all. However, resolving these factual and legal issues could only be accomplished after costly and burdensome discovery and litigation. And, at the end of the day, both sides would face a greater degree of risk than they are currently willing to accept.

18. Moreover, in light of the Defendants' precarious financial condition, as evidenced by documents provided by Defendants' Counsel to Plaintiffs' Counsel, continued litigation presents a very real risk that Defendants would file for bankruptcy and/or that Forsage would cease operations, resulting in a significantly reduced recovery, or no recovery at all, for the Opt-in Plaintiffs.

19. In light of these realities, the Parties believe that the Settlement is the best way to resolve the disputes between them, and, given the contested nature of the underlying litigation, the Court should likewise conclude that the Settlement is fair. *See Lynn's Food Stores, Inc.*, 679 F.2d at 1354 (recognizing that courts rely on the adversarial nature of a litigated FLSA case resulting in settlement as an indicia of fairness); *Roberts v. Apple Sauce, Inc.*, No. 12-cv-830, 2014 WL 4804252 (N.D. Ind. Sept. 25, 2014) ("The reviewing Court normally approves a settlement where it is based on 'contentious arm's-length negotiations, which were undertaken in good faith by counsel' and where 'serious questions of law and fact exist such that the value of an immediate

recovery outweighs the mere possibility of further relief after protracted and expensive litigation.”) (internal citations omitted).

20. Furthermore, in reviewing the record and evaluating the strength of the case to determine whether a proposed settlement is “a fair and reasonable resolution of a *bona fide* dispute,” *Lynn’s Food Stores, Inc.*, 679 F.3d at 1355, courts consider the following non-exclusive factors: “(1) the complexity, expense, and likely duration of the litigation; (2) the reaction of the Plaintiff[s] to the settlement; (3) the stage of the proceeding and the amount of discovery completed; (4) the risks of establishing liability; (5) the risks of establishing damages; (6) the risks of maintaining the action through the trial; (7) the ability of the defendants to withstand a larger judgment; (8) the range of reasonableness of the settlement fund in light of the best possible recovery; and (9) the range of reasonableness of the settlement fund in light of all the risks of litigation.” *Butler v. American Cable & Telephone, LLC*, 2011 WL 4729789, at *9, n.9 (N.D. Ill. Oct. 6, 2011). In this instance, the Settlement meets all applicable factors considered by courts, rendering it fair and reasonable.

21. As an initial matter, the Settlement appropriately factors in the complexity, risk, expense, likely duration of the litigation, and the range of reasonableness of the settlement in light of the best possible recovery. Moreover, the Settlement is not the product of fraud or collusion. Instead, the Settlement was reached in an adversarial proceeding through extensive arm’s length negotiations between capable attorneys who have extensive experience litigating employment law claims. Counsel for the Parties were familiar with the facts and legal issues when settlement was reached. In the end, experienced counsel on both sides of the matter deemed the settlement fair and reasonable.

22. The Settlement guarantees the Opt-in Plaintiffs will receive a monetary settlement in the near future, instead of hoping for a possible judgment at an unknown future date after the Parties engage in discovery, briefing on motions for summary judgment, and a trial. Furthermore, the Parties recognize that the issues in this case lend themselves to grounds for appeal of any final decision, regardless of the prevailing party, and have taken the likelihood of an appeal into account in considering the merits of the potential Settlement. The Settlement Agreement thus allows the Parties to put this case behind them so that they can eliminate the distractions of litigation and focus on other matters.

23. In sum, the Parties are satisfied and jointly represent to the Court that the Settlement Agreement fairly resolves the dispute between them in the instant action. The Parties stipulate to the dismissal with prejudice of the instant action upon Court approval. Accordingly, the Parties request that the Court approve the Settlement Agreement as a fair and reasonable resolution of a *bona fide* dispute. A draft approval order has been submitted contemporaneous with the filing of this motion

CONCLUSION

For the reasons addressed above, the Parties respectfully request that this Court approve the Settlement as fair and reasonable, and dismiss the matter with prejudice.

Dated: June 4, 2025

/s/Olena Savytska_____

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Attorneys for Opt-in Plaintiffs

Dated: June 4, 2025

/s/Serge Petukh (with permission)

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Attorneys for Defendants

Certificate of Service

I hereby certify that on June 4, 2025, a copy of the foregoing was filed electronically. Service of this filing will be made on all ECF-registered counsel by operation of the Court's electronic filing system. Parties may access this filing through the Court's system.

/s/ Olena Savytska

Olena Savytska

I. FACTUAL BACKGROUND AND RECITALS

1. On February 1, 2024, Plaintiffs commenced the above-captioned action (“Lawsuit”). Plaintiffs alleged that, as a result of Defendants’ misclassification, they and other similarly situated drivers were not paid minimum wage as required by the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §201 *et seq* and the Illinois Minimum Wage Law (“IMWL”), ILCS 105/4. Dkt. 1. Plaintiffs also alleged that Defendants took unlawful deductions from their pay in violation of the Illinois Wage Payment and Collection Act (“IWPCA”), 820 Ill. Comp. Stat. 115/9 and required them and other similarly situated drivers to bear business expenses in violation of 820 Ill. Comp. Stat. 115/9.5. Id.

2. Plaintiffs filed an Amended Complaint, adding additional named plaintiffs (Dkt. 19). A number of individuals subsequently opted into the case; and Defendants obtained releases from several Plaintiffs and opt-ins, identified in Exhibit 1 hereto. The remaining individuals who joined this case but did not sign a release - opt-ins Adrian McLemore, Anna Gavin, Arthur Wesley, Duvanne Bailey, Emmia Dudley, Gary Jackson, Gerald Holden, Jienns Waymers, William DesRosier, and Juniata Bey - are parties to this Settlement Agreement.

3. Defendants ultimately filed an Answer on July 1, 2024, denying all liability and asserting a variety of defenses. Dkt. 35.

4. Plaintiffs filed a Motion for Conditional Certification, which was granted by the Court on March 9, 2025. Dkt. 80.

4. During the period between March 2025 and May 2025, the Parties' respective counsel engaged in informal settlement negotiations, and, after several weeks of discussion, reached an agreement in principle to compromise and settle all claims that were or could have been asserted by Opt-in Plaintiffs against Defendants, including but not limited to, the allegations in the Lawsuit, and as set forth herein.

5. Opt-in Plaintiffs have agreed to settle this case on the terms and conditions set forth herein in recognition that the outcome of the case is uncertain and that achieving a final result through litigation would require substantial additional risk, discovery, time, and expense.

6. Defendants deny and continue to deny each and every allegation and all charges of wrongdoing or liability of any kind related to the claims and contentions asserted by Opt-in Plaintiffs in the Lawsuit. Defendants further deny any implication in the Lawsuit that Defendant Vadim Sauca could be held individually liable under any applicable law. Despite Defendants' belief that they are not liable for and have complete defenses to the claims alleged in the Lawsuit, Defendants desire to settle the case and thus avoid the attorneys' fees, costs, inconvenience, and distraction of continued litigation of any action or proceeding relating to the matters being fully settled and finally resolved in this Settlement Agreement. Neither this Settlement Agreement, nor any settlement negotiation or discussion thereof, is or may be deemed to be or may be used as an admission of or evidence of any wrongdoing or liability of Defendants.

7. Opt-in Plaintiffs' Counsel represent that they have conducted a thorough investigation into the facts and have diligently investigated the Opt-in Plaintiffs' claims. Based on their own investigation and evaluation, Plaintiffs' Counsel are of the opinion that the Settlement Agreement is fair, reasonable, and adequate, and in the best interest of Opt-in Plaintiffs in light of all known facts and circumstances.

8. The Parties recognize that the Court's approval of this Settlement Agreement is required to effectuate it. The Parties agree that the Settlement Agreement will not become operative or effective until the Court grants its approval of it and the Effective Date (as defined below) occurs.

9. In consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledge by each Party to the other, IT IS HEREBY AGREED, by and between the undersigned, subject to the approval of the Court and the other conditions set forth herein, that the Opt-in Plaintiffs' claims as described herein against Defendants shall be settled, compromised and dismissed, on the merits and with prejudice, that all class claims, fixed or contingent, accrued or unaccrued, will be dismissed with prejudice, and that Opt-in Plaintiffs' Released Claims (as defined below) shall be finally and fully compromised, settled and dismissed as to the Defendants and Releasees (as defined below), in the manner and upon the terms and conditions set forth in this Settlement Agreement.

II. FURTHER DEFINITIONS

The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

- a. "Approval" or "Approval Order" means the Court's Order approving the Settlement and entering judgment, without modification or change to any

material term herein.

- b. “Attorneys’ Fee Award” means the award of attorneys’ fees that the Court authorizes to be paid to Plaintiffs’ Counsel for the services they rendered to Plaintiffs and opt-ins in connection with this case and the claims alleged in this Complaint.
- c. “Plaintiffs’ Counsel” means Lichten & Liss-Riordan, P.C.. and Workplace Law Partners.
- d. “Court” means the United States District Court for the Northern District of Illinois.
- e. “Defendants’ Counsel” means Lewis Brisbois Bisgaard & Smith, LLP.
- f. “Effective Date” means 7 business days after the Court’s Approval Order.
- g. “Gross Settlement Amount” means the sum of Forty-Five Thousand Dollars (\$45,000.00), to be paid in two installments: \$15,000.00 on the Effective Date; and \$30,000.00 six months thereafter.
- h. “Net Settlement Amount” means the Gross Settlement Amount less Plaintiff’s Counsel’s attorneys’ fees in the amount of 33% of the Gross Settlement Amount (\$15,000.00).
- i. The “Released Claims” are those released claims described in Section III, Paragraph 1 below.
- j. “Releasees” means Defendants and their respective past and present parent companies, related companies, subsidiaries, divisions, affiliates, joint ventures, and all of their past and present shareholders, officers, directors, employees, agents, servants, owners, members, investors, heirs, executors, administrators, general partners, limited partners, real or alleged alter egos or joint employers,

predecessors, successors, transferees, assigns, registered representatives, attorneys, insurers, incentive compensation plans, profit sharing, savings, health and welfare, and other employee benefit plans of any nature, the successors of any such plans and those plans' respective trustees, administrators, agents, employees, attorneys, fiduciaries, and other persons acting on its or their behalf, and each of them, and the predecessors and successors, assigns and legal representatives of all such entities and individuals.

III. MUTUAL GENERAL RELEASES

1. In exchange for the consideration set forth in this Settlement Agreement, Plaintiffs and opt-ins agree to release and discharge Defendants and Releasees finally, forever, and with prejudice, from all "Released Claims," defined as any and all causes of action, claims, rights, damages, punitive or statutory damages, penalties, liabilities, expenses and losses, whether known or unknown, fixed or contingent, accrued or unaccrued against Defendants, and/or the Releasees that were or could have been asserted in the Lawsuit. The Released Claims that are released by virtue of this Agreement include, without limitation, all state and federal law claims for unpaid wages, unpaid overtime wages, untimely paid wages, claims relating to wage payment, claims related to wage-hour record-keeping, claims relating to unreimbursed business expenses, claims relating to deductions from wages, or other claims of any nature directly or indirectly concerning wages or deductions from wages, including any claims of retaliation and any and all claims for damages, unpaid costs or expenses, penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation costs, restitution, or equitable relief, arising out of or based upon alleged violations of the IWPCA, the FLSA, any other federal law, the laws of the State of Illinois, the law of any other State, the law of any county, municipality, or other local jurisdiction, and/or any

common law theories of breach of contract, unjust enrichment, fraud or quantum meruit or any other common law theories of any kind or description.

2. Defendants agree to release the Opt-in Plaintiffs with regard to any and all claims relating to any contractual or employment relationship with any of the Defendants, including, but not limited to, any amounts due to Defendants as a result of a vehicle lease agreement, return of equipment or damage to equipment.

IV. SETTLEMENT APPROVAL

Approval Order. No later than seven (7) days after all Parties execute the Settlement Agreement, the Parties shall file a Joint Motion for Approval of the Settlement Agreement and Release, requesting that the Court:

- a. Approve the Settlement and its terms as fair, reasonable, and sufficient, and direct that the Lawsuit be dismissed with prejudice and in full and final discharge of any and all the Released Claims, but authorizing the Court to retain jurisdiction to enforce the terms of this Agreement; and
- b. Direct that the Gross Settlement Amount be distributed in accordance with the terms of this Settlement Agreement and that the Net Settlement Amount be distributed to the Plaintiffs and opt-ins by Plaintiffs' Counsel.
- c. Direct that Plaintiffs' Counsel provide a completed W-9 form to Defendants' Counsel.

The Parties acknowledge and agree that the Approval Order by the Court is a condition precedent to the performance of any Party under this Settlement Agreement.

V. SETTLEMENT FUNDING AND AWARD ALLOCATION

Payments. Within seven (7) business days following the Effective Date, Defendants shall make the first payment of \$15,000.00 toward the Gross Settlement Amount to Plaintiffs' Counsel; Defendants shall make a second payment of \$30,000.00 six months thereafter. Plaintiffs' Counsel shall distribute the payments to Plaintiff and attorneys for the Plaintiff as follows:

- a. Payment of Plaintiffs' Attorneys' Fees. The amount of Fifteen Thousand Dollars (\$15,000.00) will be paid as directed to Plaintiffs' Counsel and reported on IRS Form 1099.
- b. Payment to Opt-in Plaintiffs. the Net Settlement Amount of \$30,000.00 will be paid by check issued to Plaintiffs and opt-ins by Plaintiffs' Counsel, and will be reported on IRS Form 1099. Plaintiffs' Counsel shall disburse proceeds from the Net Settlement Fund within (7) business days of Plaintiffs' Counsel's receipt of each installment of the Gross Settlement Amount.

Opt-in Plaintiffs agree to pay all federal, state, and local taxes and any other legal obligations, if any, which are required by law to be paid by Opt-in Plaintiffs because of any amount they receive under this Settlement Agreement. Plaintiffs' Counsel and Defendants' Counsel do not intend for this Settlement Agreement to constitute legal advice relating to the tax liability of any settlement funds paid to the Opt-in Plaintiffs and Opt-in Plaintiffs agree that no such advice was provided. To the extent that this Settlement Agreement, or any of its attachments, is interpreted to contain or constitute advice regarding any federal, state or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding any tax liability or penalties.

VI. ADDITIONAL TERMS

Failure to Make Timely and Necessary Payments. In the event that Defendants fail to make all timely payments set out in Section V above, the entire Gross Settlement Amount, or that portion remaining due, shall become due and payable in full 30 days after the payment is late, with an interest rate of 15%, per annum, accruing on any unpaid balance. Collateral for the payments set out in Section V includes a Consent Judgment by Forsage, Inc., Vadim Sauca and Anna Sauca to the second payment, to become effective 30 days after a default in Defendants' payment, to bear future interest of 15% thereafter, to be held in escrow; and a and a personal guarantee executed by Vadim Sauca and Anna Sauca for the Gross Settlement Amount. Defendants further agree to pay for all attorney fees incurred in the enforcement of this paragraph and the collection of payments contained herein.

No Admission of Liability. This Agreement and all related documents are not and shall not be construed as an admission by Defendants and the Releasees of any fault or liability or wrongdoing and shall not be used or relied upon for any purpose in any other legal actions or proceeding(s) involving any of the Defendants and/or the Releasees.

Confidentiality and Non-Solicitation. Opt-in plaintiffs and their counsel promise to keep the settlement information confidential and not to disclose it to other third parties, including current and former Forsage's drivers, except as required by law. Further, Opt-in plaintiffs covenant not to encourage other current or former drivers of Forsage to claim, sue, or join any claims or lawsuits against Releasees based on or relating to the same or similar grounds or claims or causes of action to the pending matter. In the event of breach, the prevailing party shall recover all its attorneys fees and costs from the other party associated with defending its interests.

Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by Plaintiffs' Counsel/Defendants' Counsel for all Parties or their successors in interest.

Effect of Non-Approval. If the Court does not approve the Settlement or the Settlement does not reach the Effective Date for any reason, the Parties agree to engage in follow-up good faith negotiations with the intent of resolving any issues that precluded approval, and if feasible, to resubmit the settlement for approval within thirty (30) days.

Authorization to Enter into Settlement Agreement. The Parties warrant and represent that they are authorized to enter into this Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel shall cooperate with each other and use their best efforts to affect the implementation of the Agreement.

Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of Plaintiffs, Defendants, individually and as to their executors, administrators, successors, transferees, successors, assigns, or any corporation or any entity with which any Party may merge, consolidate, or reorganize. Plaintiffs represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.

Entire Settlement Agreement. This Agreement constitutes the entire Agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any of the Parties concerning this Agreement other than the representations, warranties, and covenants contained and memorialized in this Agreement.

Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

Cooperation and Drafting. The Parties have participated in the drafting and preparation of this Agreement; hence the drafting of this Agreement shall not be construed against any of the Parties. This Agreement shall not be held invalid by reason of any typographical error(s). The Parties agree that the terms and conditions of this Agreement were negotiated at arm's length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and after consultation with experienced legal counsel.

Governing Law. All terms of this Settlement Agreement shall be governed by and interpreted according to Illinois law and under federal law where applicable.

Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, including for purposes of overseeing settlement administration matters to the extent necessary, and the Parties and their Counsel submit to the jurisdiction of the Court for this purpose.

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The undersigned duly executed this Agreement as of the date indicated below:

Opt-in Plaintiff Adrian McLemore

By: _____
Adrian McLemore

Date: _____

Opt-in Plaintiff Anna Gavin

By: _____
Anna Gavin

Date: _____

Opt-in Plaintiff Arthur Wesley

By: _____
Arthur Wesley

Date: _____

Opt-in Plaintiff Duvanne Bailey

By: _____
Duvanne Bailey

Date: _____

Opt-in Plaintiff Emmia Dudley

By: *Emmia Dudley* _____
Emmia Dudley

Date: 05-20-2025 _____

Opt-in Plaintiff Gary Jackson

By: _____
Gary Jackson

Date: _____

Opt-in Plaintiff Gerald Holden

By: _____
Gerald Holden

Date: _____

Opt-in Plaintiff Jienns Waymers

By: _____
Jienns Waymers

Date: _____

The undersigned duly executed this Agreement as of the date indicated below:

Opt-in Plaintiff Adrian McLemore

By: ADRIAN D MCLEMORE
Adrian McLemore

Date: 05/14/2025

Opt-in Plaintiff Anna Gavin

By: Anna Gavin
Anna Gavin

Date: 05/20/2025

Opt-in Plaintiff Arthur Wesley

By: Arthur Wesley
Arthur Wesley

Date: May 31 2025

Opt-in Plaintiff Duvanne Bailey

By: Duvanne Bailey
Duvanne Bailey

Date: 05/27/2025

Opt-in Plaintiff Emmia Dudley

By: _____
Emmia Dudley

Date: _____

Opt-in Plaintiff Gary Jackson

By: Gary Jackson
Gary Jackson

Date: 5/16/2025

Opt-in Plaintiff Gerald Holden

By: Gerald Holden
Gerald Holden

Date: 05152025

Opt-in Plaintiff Jienns Waymers

By: Jienns Waymers
Jienns Waymers

Date: 05152025

Opt-in Plaintiff William DesRosier

By: 
William DesRosier


Date: 05/14/2025

Opt-in Plaintiff and Juniata Bey

By: 
Juniata Bey

Date: 05/23/2025

Defendant Forsage, Inc.


By: 

Name: Vadim Savca

Title: President

Date: 05/14/2025

Defendant Vadim Sauca

By: 
Vadim Sauca

Date: 05/14/2025