

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

ESTEBAN MORALES, ALEJANDRO MOLINA,
ANDRES ROSARIO, CARLOS ROMERO,
CARMEN SIMON, DOMINGO ROSARIO,
HERNAN ALBERTO CANO CADAVID, ROMAN
CRUZ (A.K.A. RAMIRO ROMAN ROJAS),
JOHNNY LAPAIX, JOSE ROMERO, JULIAN
GUZMAN, MIGUEL PAULINO, PEDRO
CANIZARES, RAMON ESTRELLA INFANTE,
ANTONIO MARTINEZ, JORGE RAYMUNDO
RIVERA, MARIA BUESTAN AGUAIZA, MARIA
CAMAS LUCERO, MARIA CECILIA BUESTAN
PAREDEZ, MAUNG SOE, VINCENT ELLIOT, and
ALEJANDRA SIMON, individually,

16-CV-03023(KPF)

Plaintiffs,

-against-

‘WICHCRAFT MANAGEMENT LLC (D/B/A
‘WICHCRAFT), ‘WICHCRAFT OPERATING LLC
(D/B/A ‘WICHCRAFT), ‘WICHCRAFT CHELSEA
PIERS LLC (D/B/A ‘WICHCRAFT), THOMAS
COLICCHIO, SISHA ORTUZAR, AND JEFFREY
ZUROFSKY,

Defendants.

MODIFIED SETTLEMENT AGREEMENT AND RELEASE

This Modified Settlement Agreement and Release of Claims (“Agreement”) is entered into by and among Plaintiffs Esteban Morales, Alejandro Molina, Andres Rosario, Carlos Romero, Carmen Simon (a/k/a Carmen Simon-Malgarejo), Domingo Rosario (a/k/a Domingo Rosario Abad), Hernan Alberto Cano Cadavid, Roman Cruz (a.k.a. Ramiro Rojas Roman), Johnny Lapaix, Jose Romero, Julian Guzman, Miguel Paulino (a/k/a Miguel Amadi Paulino), Pedro Canizares, Ramon Estrella Infante, Antonio Martinez, Jorge Raymundo Rivera, Maria Buestan Aguaiza, Maria Camas Lucero, Maria Cecilia Buestan Paredez, Maung Soe, Vincent Elliott, Alejandra Simon, and Carlos Peri (collectively “Plaintiffs”) on the one hand, ‘Wichcraft Management LLC (d/b/a ‘Wichcraft), ‘Wichcraft Operating LLC (d/b/a ‘Wichcraft), and ‘Wichcraft Chelsea Piers LLC (d/b/a ‘Wichcraft) (collectively “Corporate Defendants”) Thomas Colicchio (“Colicchio”), Sisha Ortuzar, and Jeffrey Zurofsky (collectively “Individual Defendants,” and with Corporate Defendants, “Defendants”; the Plaintiffs and the Defendants, collectively, the “Parties”), on the other hand.

WHEREAS, Plaintiffs allege that they worked for Defendants as employees;

WHEREAS, on or about April 22, 2016, the Plaintiffs (except Carlos Peri) commenced an action in the United States District Court for the Southern District of New York, Civil Action No: 16-cv-03023 (hereinafter “the Original Action”), alleging, among other things, violations of federal and state wage-and-hour and overtime laws;

WHEREAS, Defendants have denied and continue to deny any violation of federal or state wage-and-hour or overtime laws and have denied and continue to deny any wrongdoing or liability with respect to Plaintiffs;

WHEREAS, on or about March 29, 2017, the United States District Court for the Southern District of New York (hereinafter “the Court”) dismissed the Original Action without prejudice at the request of the Parties, subject to a Tolling Agreement executed by the Parties, which will be expressly terminated and void upon the payment in full of all amounts that become due and payable on the Settlement Payment Due Date as set forth in Section 4(a);

WHEREAS, on or about April 6, 2018, the Parties engaged in mediation before Ralph S. Berger, Esq.;

WHEREAS, since the mediation, the Parties, through counsel, conducted a number of telephonic, arm’s length negotiations;

WHEREAS, on or about November 9, 2016 Plaintiff Carlos Peri signed a consent to sue, and whereas on or about August 27, 2019, Plaintiff Carlos Peri filed a consent under the Fair Labor Standards Act;

WHEREAS, the Parties reached a settlement in the Original Action, which was approved by this Court on or around April 3, 2020;

WHEREAS, on or about October 13, 2020, the Plaintiffs commenced an action in the United States District Court for the Southern District of New York, Civil Action No:

20-cv-08519 (hereinafter “the Settlement Action”), in furtherance of the Original Action and settlement thereof; and

WHEREAS, the Parties entered into a number of renewed arm’s length negotiations to resolve the Settlement Action and Original Action, including with the assistance of court-appointed mediator Terrance Nolan, Esq. during three (3) mediation conferences;

WHEREAS, the Parties desire to resolve all disputes between them (including but not limited to with respect to Plaintiff Carlos Peri) without the necessity of further litigation;

WHEREAS, the Parties in connection with this Agreement will apply to the Court in the Settlement Action, seeking (1) approval from the Court of the modified settlement, releases, and other terms contemplated in this Agreement, and upon approval (2) the dismissal of the Original Action and Settlement Action.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, receipt of which is hereby acknowledged, it is hereby agreed as follows:

1. Preliminary Matters. The foregoing introductory paragraphs and recitals are hereby fully incorporated into this Agreement. Plaintiffs have each reviewed the terms of this Agreement, have had the opportunity to confer with their legal counsel, Michael Faillace & Associates, P.C. (“Plaintiffs’ Counsel”), and/or other advisors of their own choosing in order to obtain advice with respect to the terms of this Agreement. The Parties, along with counsel, participated in lengthy settlement discussions over several years, including a private mediation and court-directed mediations. Plaintiffs acknowledge that it is their choice to waive any potential claims in return for the benefits set forth herein, which among other things provides valuable benefits to Plaintiffs in that it foregoes the risk that Plaintiffs will not receive anything after a lengthy and risky litigation as well as foregoes the possibility that the Defendants may not be able to withstand any judgment obtained thereafter (if any), and/or that the Individual Defendants may not be held individually liable under applicable law, and that each Plaintiff made this decision after careful thought and a reasonable period of time to consider this Agreement, and after an opportunity to consult with their attorneys, namely Plaintiffs’ Counsel. Plaintiffs confirm that they fully understand the terms of this Agreement, they are voluntarily entering into this Agreement, and that their attorneys are signing this Agreement on Plaintiffs’ behalf. Given the promises set forth in the Agreement Plaintiffs each acknowledge and agree that they will no longer have any entitlement to any wages, overtime, bonuses, commissions, gratuities, reimbursements, payouts, severance pay, vacation pay, or other compensation or benefits from any of the Defendants.

2. Dismissal of Pending Action. For and in consideration of the promises outlined in this Agreement, the sufficiency of which Plaintiffs acknowledge, all Plaintiffs shall (i) dismiss with prejudice, or cause to be dismissed with prejudice, the Settlement Action and Original Action as against all Defendants, including but not limited to any claims brought in the Settlement Action by Plaintiffs; (ii) not re-file the causes of action

asserted in the Settlement Action and Original Action against the Releasees (as defined below); and (iii) not institute any action against any of the Releasees (as defined below) except in the case of Defendants' breach of this Agreement, including the non-payment of the Settlement Payment (as defined below) under the terms of this Agreement after the Settlement Payment (as defined below) becomes due pursuant to Section 4(a) and remains unpaid, in any court or other forum based on allegations or claims existing prior to the date of this Agreement that are released as set forth in this Agreement. The Parties expressly authorize their counsel to submit any papers to the Court that are necessary to effectuate the dismissal of the Settlement Action and Original Action with prejudice, approval of this settlement as fair and reasonable, and the effectuation of a full release of wage and hour claims as specified herein. Plaintiffs further represent that (other than the Settlement Action) there is no pending action filed by or on behalf of any Plaintiff in any court against the Releasees in connection with their employment with any of the Releasees or any released claims under Section 6, and that there is no pending charge or complaint filed by or on behalf of Plaintiffs with any federal, state, or local agency or other tribunal related to any of the Releasees, including but not limited to the United States Department of Labor or the New York State Department of Labor.

3. Payment. In consideration for the release set forth in Section 6 of this Agreement, the approval by the Court of the settlement and releases contemplated herein, and the dismissal with prejudice of the Settlement Action and Original Action by all Plaintiffs as against all Defendants, Corporate Defendants jointly and severally with Colicchio agree to pay or cause to be paid to Plaintiffs and their counsel, subject to the terms and conditions of this Agreement, the gross sum of One Hundred Eighty Thousand Dollars and No Cents (\$180,000.00) (the "Settlement Amount" or "Settlement Payment"), allocated as follows:

(a) One third of the settlement funds in the amount of Fifty-Nine Thousand Nine Hundred and Seventy-Six Dollars (\$59,976.00) shall be made payable to Michael Faillace & Associates, P.C., as attorneys' fees and costs; and,

(b) Two thirds of the settlement funds, in the amount of One Hundred Twenty Thousand and Twenty-Four Dollars (\$120,024.00) shall be made payable to Plaintiffs, in accordance with the accompanying chart:

Plaintiff	Percentage (%)	Total Amount (US\$)	W-2 Portion (20%)	1099 Portion (80%)
Esteban Morales	2.59	\$3,108	\$621.60	\$2,486.40
Alejandro Molina	4.03	\$4,836	\$967.20	\$3,868.80
Andres Rosario	4.80	\$5,760	\$1,152.00	\$4,608.00
Carlos Romero	5.23	\$6,276	\$1,255.20	\$5,020.80
Carmen Simon (a/k/a Carmen Simon-Melgarejo)	5.19	\$6,228	\$1,245.60	\$4,982.40
Domingo Rosario (a/k/a Domingo Rosario Abad)	3.70	\$4,440	\$888.00	\$3,552.00
Hernan Alberto Cano Cadavid	4.05	\$4,860	\$972.00	\$3,888.00

Plaintiff	Percentage (%)	Total Amount (US\$)	W-2 Portion (20%)	1099 Portion (80%)
Roman Cruz (a.k.a. Ramiro Rojas Roman),	4.36	\$5,232	\$1,046.40	\$4,185.60
Johnny Lapaix	4.58	\$5,496	\$1,099.20	\$4,396.80
Jose Romero	2.63	\$3,156	\$631.20	\$2,524.80
Julian Guzman	3.75	\$4,500	\$900.00	\$3,600.00
Miguel Paulino (a/k/a Miguel Amadi Paulino)	4.44	\$5,328	\$1,065.60	\$4,262.40
Pedro Canizares	5.59	\$6,708	\$1,341.60	\$5,366.40
Ramon Estrella Infante	7.44	\$8,928	\$1,785.60	\$7,142.40
Antonio Martinez	2.79	\$3,348	\$669.60	\$2,678.40
Jorge Raymundo Rivera	5.33	\$6,396	\$1,279.20	\$5,116.80
Maria Buestan Aguaiza	1.87	\$2,244	\$448.80	\$1,795.20
Maria Camas Lucero	6.06	\$7,272	\$1,454.40	\$5,817.60
Maria Cecilia Buestan Paredes	3.51	\$4,212	\$842.40	\$3,369.60
Maung Soe	4.21	\$5,052	\$1,010.40	\$4,041.60
Vincent Elliott	2.74	\$3,288	\$657.60	\$2,630.40
Alejandra Simon	4.90	\$5,880	\$1,176.00	\$4,704.00
Carlos Peri	6.23	\$7,476	\$1,495.20	\$5,980.80
TOTAL	100.00	\$120,024	\$24,004.80	\$96,019.20

The payments set forth above in this Paragraph shall be delivered to the office of Michael Faillace & Associates, P.C. to the attention of Michael Faillace, Esq., at One Grand Central Place, 60 East 42nd Street, Suite 4510, New York, NY 10165.

4. Payment Terms:

(a) Timing: Corporate Defendants and/or Colicchio shall pay the Settlement Amount or cause the Settlement Amount to be paid by submitting checks to Defendants' counsel no later than fourteen (14) days after Plaintiffs' Counsel executes this Agreement. Defendants' counsel then shall deliver such checks to Plaintiffs' counsel by overnight mail within two (2) business days of receiving such checks or within two (2) business days after the Court (i) issues an order approving this Agreement and the releases hereunder under *Checks v. Freeport Pancake House, Inc.*, 796 F.3d 199 (2d Cir. 2015) and (ii) dismisses or approves of dismissing the Settlement Action and Original Action with prejudice, whichever occurs last (the "Settlement Payment Due Date"). The payment obligation set forth above shall apply only to the portions of the Settlement Amount allocated to Plaintiffs' Counsel and each and every Plaintiff for whom Defendants' counsel has received a fully-completed and signed IRS Form W-4. As of the date of this Agreement, Defendants' counsel has received IRS Form W-4 for all but one (1) Plaintiff, namely Jose Romero. In the event that Defendants' counsel receives a signed IRS Form W-4 for the one (1) Plaintiff, Jose Romero, for whom such form remains outstanding, within eighteen (18) months after the full execution of this Agreement, Corporate

Defendants and/or Colicchio shall pay Jose Romero his Settlement Amount allocation, payable within thirty (30) days from the date of receipt thereof, otherwise such monies shall remain with Corporate Defendants and/or Colicchio. In no event shall such payment (or any other payment) be due prior to the Settlement Payment Due Date. For clarity, under this Agreement only Corporate Defendants and/or Colicchio shall be obligated to pay the Settlement Amount and Individual Defendants, other than Colicchio, shall have no obligation to pay the Settlement Amount or any other monies under this Agreement.

(b) Allocation of Payments to Plaintiffs. The individual payments to Plaintiffs set forth in Section 3.b, above, shall be allocated as follows: (i) 20% to wage claims and wage damages, to be paid less all applicable withholdings and deductions and to be reported on Form W-2; and (ii) 80% to liquidated damages, penalties, interest, and other non-wage damages, to be paid without any withholdings or deductions and to be reported on Form 1099. All payments to Plaintiffs' Counsel shall be allocated to attorneys' fees, costs, and disbursements and shall be reported on IRS Form 1099.

(c) Interest. Notwithstanding anything to the contrary within this Agreement, unless the Settlement Amount is paid no later than the due dates set forth in Section 4(a), any due and unpaid portions of the Settlement Amount stated in this Agreement shall increase at a 9% annualized simple interest, applied on a monthly pro rata basis, commencing thirty (30) days after the Settlement Payment Due Date and accruing on the last day of every month thereafter until complete payment is made per the terms of the Agreement.

5. Plaintiffs' Responsibility for Taxes. Each Plaintiff assumes full responsibility for any and all federal, state, and local taxes or contributions which may hereafter be imposed or required to be paid by him or her under any federal, state, or municipal laws of any kind, with respect to the monies paid by the Defendants to that Plaintiff and/or Plaintiffs' Counsel pursuant to this Agreement. Although the parties believe, in good faith, that the tax treatment of the Settlement Payment referenced in this Agreement is proper and in compliance with applicable IRS regulations, if, notwithstanding such belief, the Internal Revenue Service or any other federal, state or local government, administrative agency or court determines that any Plaintiff and/or any Defendant is liable for any failure by any Plaintiff or Plaintiffs' Counsel to pay federal, state or local income or employment taxes with respect to the Settlement Payment set forth in this Agreement, or liable for interest or penalties related thereto, Plaintiffs agree to indemnify and to hold the Defendants harmless for any such liability, interest, and/or penalties.

6. Release by Plaintiffs. For and in consideration of the promises, payments and actions of the Defendants set out in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, each Plaintiff, on behalf of him/herself and his/her beneficiaries, successors, assigns, and any other entity or individual who may make any claim by or through each Plaintiff, with respect solely and only to conduct that has arisen on, or prior to, the date this Agreement is executed, fully and forever releases, relieves, waives, relinquishes, and discharges the Defendants, the Defendants' direct and indirect parents, subsidiaries, affiliates, predecessors, successors, assigns, and

related entities, and each of their and Defendants' respective officers, directors, employees, shareholders, members, trustees, partners, managers, insurers, agents, representatives, and attorneys (collectively with the Defendants, the "Releasees") from all actions, causes of action, suits, debts, dues, liabilities, obligations, costs, expenses, sums of money, controversies, accounts, reckonings, liens, bonds, bills, specialties, covenants, contracts, agreements, promises, damages, liquidated damages, penalties, interest, judgments, executions, claims and demands of any kind whatsoever, at law or in equity, direct or indirect, known or unknown, discovered or undiscovered, which they had, now have or hereafter can, shall or may have against the Releasees, arising out of, by reason of, or relating in any way whatsoever to any claims, through the last date this Agreement is executed by Plaintiffs, for or relating to unpaid wages, overtime, tips, tip credits, gratuities, charges purporting to be gratuities, sick leave pay, vacation pay, paid time off, severance pay, expense reimbursements, other compensation, tools of the trade, meal credits, meal breaks, uniform maintenance pay, wage deductions, and/or service or related charges; any claims for spread of hours pay; any claims under the Fair Labor Standards Act; any claims under the New York Labor Law; any claims under the New York Wage Theft Prevention Act; any claims under the New York State Minimum Wage Order for the Hospitality Industry, 12 N.Y.C.R.R. § 146-1, *et seq.*; any claims under the New York State Minimum Wage Order for Miscellaneous Industries and Occupations 12 N.Y.C.R.R. § 142-1, *et seq.*; and/or any other wage-and-hour or other compensation claims under federal, state, or local law. For clarity, the release in this Section 6 also explicitly includes and irrevocably waives any claims or awards for interest, attorneys' fees, costs, disbursements, or other expenses and/or interest arising out of or relating to the Settlement Action and Original Action and/or the claims referenced in this Section 6.

7. No Admission of Wrongdoing: The Parties hereto recognize and agree that the Defendants do not admit, and expressly deny, any violation of law or any liability to Plaintiffs or to anyone else as a result of or growing out of the matters set forth in the complaint in the Original Action and Settlement Action, or which could have been raised in such suits, or which otherwise involve Plaintiffs' employment relationships with any of the Defendants and the separation or termination of Plaintiff's employment relationships with any of the Defendants. Plaintiffs and Plaintiffs' Counsel will not be deemed or considered a prevailing party or parties. This Agreement and compliance with this Agreement shall not be construed as an admission by any of the Defendants of any liability whatsoever, or of any violation of any statute, regulation, duty, contract, right or order.

8. Acknowledgments: Plaintiffs and Defendants acknowledge that they are not relying upon any statement, representation or promise in executing this Agreement except for statements, representations or promises expressly set forth in this Agreement. They further acknowledge and agree that the only consideration for signing this Agreement is as set forth in this Agreement.

9. Notices: Notices required under this Agreement shall be in writing and shall be deemed given on the first business day following first-class mailing and electronic transmission thereof. Notice hereunder shall be delivered to:

To Plaintiffs:

Michael Faillace, Esq.
MICHAEL FAILLACE & ASSOCIATES, P.C.
60 East 42nd St. Suite 4510
New York, NY 10165
Tel: (212) 317-1200
Fax: (212) 317-1620
Email: michael@faillacelaw.com

To Defendants:

Alexander W. Leonard, Esq.
GOLENBOCK EISEMAN ASSOR BELL & PESKOE LLP
New York, NY 10017
Tel: (212) 907-7378
Fax: (212) 754-0330
Email: aleonard@golenbock.com

10. Governing Law: This Agreement shall be governed by, and interpreted in accordance with, the laws of the State of New York, excluding the conflict-of-laws principles thereof. The parties consent and stipulate to the personal jurisdiction of the United States District Court for the Southern District of New York and the Supreme Court of the State of New York in any subsequent proceeding to enforce this Agreement.

11. Retention of Jurisdiction by the Court: The Parties request that the Court retain jurisdiction for purposes of any future enforcement of this Agreement.

12. Enforceability: If any provision of this Agreement is held to be illegal, void, or unenforceable, such provision shall be of no force or effect. However, the illegality or unenforceability of such provision shall have no effect upon, and shall not impair the legality or enforceability of, any other provision of this Agreement, provided, however, that the release in Section 6 is not severable from the remainder of this Agreement and is a material term and inducement to the execution hereof. Upon any finding by a court of competent jurisdiction that a release or waiver of claims or rights or a covenant set forth herein is illegal, void or unenforceable, Plaintiffs agree to promptly execute a release, waiver and/or covenant that is legal and enforceable.

13. Counterparts: To signify their agreement to the terms of this Agreement and Release, the Parties have caused their duly authorized agent or representative to execute this Agreement on the date set forth opposite their signatures, which appear below. This Agreement may be executed in two or more counterparts and each of such counterparts, for all purposes, shall be deemed to be an original but all of such counterparts together shall constitute but one and the same instrument, binding upon all parties hereto, notwithstanding that all of such parties' agents or representatives may not have executed the same counterpart. This Agreement may be executed by facsimile, PDF, or electronic signatures with the same effect as an original.

14. Status of Settlement If Case Is Not Ultimately Dismissed. In the event the Court fails to approve the settlement, releases, and other terms contemplated in this Agreement and dismiss the Settlement Action with prejudice as contemplated by this Agreement, this Agreement shall be null and void ab initio. In such case, the Parties shall be returned to their respective statuses as of the day immediately prior to the date this Agreement is fully executed, and the parties shall proceed in all respects as if the Agreement had not been executed

15. Important Acknowledgments. It is understood and agreed that the Settlement Payment and the other good and valuable consideration provided for herein, are not a mere recital but are the consideration for this Agreement and all terms herein and for the full and final releases effected thereby. The Parties represent and warrant that the Settlement Payment is fair and reasonable. The Parties represent and warrant that they are entering into this Agreement of their own free will and accord after consultation with their counsel. The Parties acknowledge that they have jointly prepared this Agreement and that they are executing this Agreement knowingly and voluntarily. Each Plaintiff acknowledges that he/she has not previously transferred, assigned, or conveyed any right or claim released in this Agreement. The headings used herein are for reference only and shall not in any way affect the meaning or interpretation of this Agreement. If any provision is determined by a court of competent jurisdiction to be invalid or unenforceable (other than the release set forth in Section 6, which is a material term and inducement to this Agreement and is not severable from this Agreement, and as to which all monies paid hereunder must be returned to the Defendants if found to be invalid or unenforceable), the remaining provisions shall continue in full force and effect notwithstanding. The parties further agree that money damages may not be a sufficient remedy to the non-breaching party for the other party's breach of this Agreement and that, in addition to all other remedies, the non-breaching party shall be entitled to seek specific performance and injunctive or other equitable relief, without having to post a bond or other security, as a remedy for any such breach from a court of competent jurisdiction.

16. No Other Representations or Agreements; No Modification Except In Writing. Each Party acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made by any other party or parties, agents, representatives, or attorneys, to induce the execution of this Agreement. This Agreement constitutes a single integrated contract expressing the entire agreement of the Parties hereto. There is no other agreement or understanding, written or oral, expressed or implied, among the parties hereto concerning the subject matter hereof, except the agreements set forth in this Agreement. This Agreement constitutes and contains the entire agreement among the parties. In the event the Court approves this Agreement as fair and reasonable, this Agreement shall supersede and replace all prior negotiations and all agreements, proposed or otherwise, written or oral, concerning the subject matter hereof. This Agreement also makes specific reference to and explicitly modifies the Settlement Agreement and Release executed by the Parties in and around January through March 2020, and which was previously filed with the Court on or about April 3, 2020 ("Original Agreement"). This Agreement cannot be modified or changed except by a writing, signed by the Parties (or their duly authorized representatives), with specific reference to this Agreement. No waiver of any provision of this Agreement will be binding unless made in

writing and signed by the Parties (or their duly authorized representatives). In accordance with this paragraph, this Agreement is entered into with the express understanding and material inducement that the Original Agreement has been modified and shall be voided and fully superseded by this Agreement if the Court approves this Agreement as fair and reasonable. This Agreement shall be signed by the Parties or their duly authorized representatives, each of whom represent that they have the express authority to bind each Party on whose behalf they are executing this Agreement.

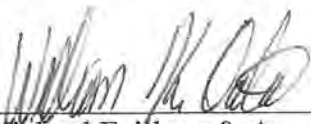
17. Successors and Assigns. This Agreement will apply to, be binding in all respects upon and inure to the benefit of the respective successors and assigns of the Parties, including their personal representatives, administrators, executors, heirs and others taking from them; provided, however, that no party may delegate or avoid any of its liabilities or obligations under this Agreement. The Parties hereto acknowledge and agree that each of the existing and future Releasees are intended third party beneficiaries of this Agreement.

18. Representations. Each Plaintiff represents that he/she does not know of any claims, charges, or complaints currently pending, threatened, or asserted, or that as of this date may be forthcoming, against any of the Defendants or Releasees, except for the Settlement Action.

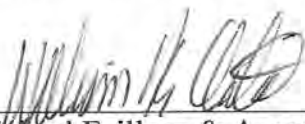
IN WITNESS WHEREOF, the Parties, having the authority to enter into this Agreement, or having caused their duly authorized officer or agent to enter into this Agreement, execute this Agreement.

PLAINTIFFS:

ESTEBAN MORALES

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

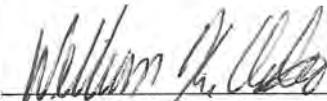
ALEJANDRO MOLINA

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


ANDRES ROSARIO

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


CARLOS ROMERO

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


CARMEN SIMON (a/k/a CARMEN SIMON-MELGAREJO)

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


DOMINGO ROSARIO (a/k/a DOMINGO ROSARIO ABAD)

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


HERNAN ALBERTO CANO CADAVID

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


ROMAN CRUZ (A.K.A. RAMIRO ROJAS ROMAN)

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


JOHNNY LAPAIX

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


JOSE ROMERO

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

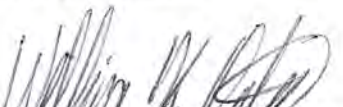
JULIAN GUZMAN

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

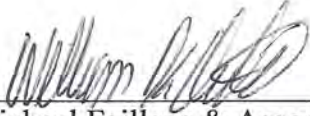
MIGUEL PAULINO (a/k/a MIGUEL AMADI PAULINO)

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

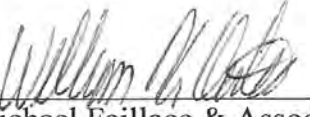
PEDRO CANIZARES

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


RAMON ESTRELLA INFANTE

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


ANTONIO MARTINEZ

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

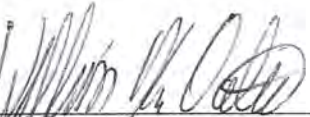
JORGE RAYMUNDO RIVERA

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

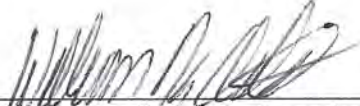
MARIA BUESTAN AGUAIZA

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

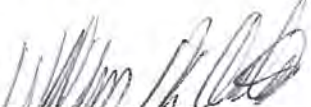
MARIA CAMAS LUCERO

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


MARIA CECILIA BUESTAN PAREDEZ

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

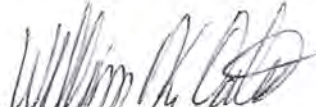
MAUNG SOE

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff


VINCENT ELLIOTT

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

ALEJANDRA SIMON

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

CARLOS PERI

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.
On behalf of Plaintiff

MICHAEL FAILLACE & ASSOCIATES, P.C.

By:  Date: May 27, 2021
Michael Faillace & Associates, P.C.

DEFENDANTS:

By:  Date: 6/2/2021
WICHCRAFT MANAGEMENT LLC

By:  Date: 6/2/2021
WICHCRAFT OPERATING LLC

By:  Date: 6/2/2021
WICHCRAFT CHELSEA PIERS LLC

By: Tom Colicchio Date: 06/03/2021
THOMAS COLICCHIO

By: _____ Date: _____
SISHA ORTUZAR

By: _____ Date: _____
JEFFREY ZUROFSKY

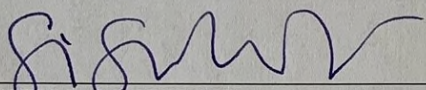
DEFENDANTS:

By: _____ Date: _____
WICHCRAFT MANAGEMENT LLC

By: _____ Date: _____
WICHCRAFT OPERATING LLC

By: _____ Date: _____
WICHCRAFT CHELSEA PIERS LLC

By: _____ Date: _____
THOMAS COLICCHIO

By:  _____ Date: 05/28/21
SISHA ORTUZAR

By: _____ Date: _____
JEFFREY ZUROFSKY

DEFENDANTS:

By: _____ Date: _____
WICHCRAFT MANAGEMENT LLC

By: _____ Date: _____
WICHCRAFT OPERATING LLC

By: _____ Date: _____
WICHCRAFT CHELSEA PIERS LLC

By: _____ Date: _____
THOMAS COLICCHIO

By: _____ Date: _____
SISHA ORTUZAR

By:  _____ Date: 05/28/2021
JEFFREY ZUROFSKY