

**FLSA COLLECTIVE ACTION AND RULE 23 CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

Subject to Court approval, Defendants Flex-N-Gate, LLC; Flex-N-Gate Royal Oak Corp.; Flex-N-Gate Royal Oak, LLC; Ventra Evert, LLC; and Ventra Salem, LLC (collectively, “Defendants”), and Plaintiffs Calib Gray, Lorenzo Frederick, Stacy Davidson, Yvonne Thompson, Dwayne Lanfair, Tonya Randleman, Emma Sotelo, and Caesha Suggs (“Named Plaintiffs”) on behalf of themselves, the Opt-In Plaintiffs (defined below), the Illinois Class Members (defined below), the Indiana Class Members (defined below), the Michigan Class Members (defined below), the Ohio Class Members (defined below), and the Oklahoma Class Members (defined below), voluntarily enter into this FLSA Collective Action and Rule 23 Class Action Settlement Agreement and Release (this “Agreement”) to settle all claims and issues as set forth more fully below. Named Plaintiffs and Defendants will be collectively referred to as the “Parties”.

BACKGROUND AND RECITALS

1. On January 9, 2025, Named Plaintiff Stacy Davidson, on behalf of herself and others similarly situated, filed her collective action Complaint against Defendant Ventra Salem, LLC, in the United States District Court for the Northern District of Ohio, Case No. 4:25-cv-00034 (the “Ohio Lawsuit”). (ECF No. 1). On March 21, 2025, Named Plaintiff Davidson filed an Amended Complaint. (ECF No. 14). In her Amended Complaint, Named Plaintiff Davidson alleged overtime violations of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.* (*Id.*). Specifically, Named Plaintiff Davidson asserted collective claims against Defendant Ventra Salem, LLC, including that Defendant Ventra Salem, LLC, failed to pay hourly production employees overtime premium for all overtime hours worked in violation of the FLSA. (*Id.*). On

May 30, 2025, Defendant Ventra Salem, LLC filed its Answer to Named Plaintiff Davidson's Amended Complaint, denying liability. (ECF No. 20).

2. On February 13, 2025, Named Plaintiffs Calib Gray and Lorenzo Frederick, on behalf of themselves and others similarly situated, filed their collective action Complaint against Defendants Flex-N-Gate, LLC; Flex-N-Gate Royal Oak Corp.; Flex-N-Gate Royal Oak, LLC; and Ventra Evert, LLC in the United States District Court for the District of Delaware, styled *Gray et al v. Flex-N-Gate, LLC et al*, Case No. 1:25-cv-00177 (the "Delaware Lawsuit"). (ECF No. 1). In their Complaint, Named Plaintiffs Gray and Frederick asserted collective claims against Defendants, including that Defendants failed to pay hourly production employees overtime premium for all overtime hours worked in violation of the FLSA, 29 U.S.C. §§ 201, *et seq.* (*Id.*) On April 28, 2025, Defendants Flex-N-Gate, LLC; Flex-N-Gate Royal Oak Corp.; Flex-N-Gate Royal Oak, LLC; and Ventra Evert, LLC filed their Answer to Named Plaintiffs Gray and Frederick's Complaint, denying liability. (ECF No. 15).

3. After preliminary discovery and discussion between the Parties, and to avoid the burden, expense, risks and uncertainty of litigation, the Parties agreed to engage in mediation for both the Ohio Lawsuit and the Delaware Lawsuit – mediating both cases together.

4. On August 8, 2025, the Parties entered into a tolling agreement.

5. On August 8, 2025, Named Plaintiffs filed a stipulation of dismissal without prejudice in their respective Lawsuits. (ECF Nos. 32).

6. The Delaware Lawsuit was closed on August 11, 2025, and the Ohio Lawsuit was closed on August 18, 2025.

7. The Parties mediated this case with Eric Galton on February 25, 2026. The Parties reached an agreement at mediation. The terms of that agreement are embodied herein.

8. As of February 25, 2026, **22 Opt-In Plaintiffs** have filed a Consent to Join form in the Lawsuits.¹

9. In preparation for mediation, Defendants produced time and payroll records for the Named Plaintiffs and the Eligible Settlement Participants (defined below). Class Counsel (defined below) retained a Ph.D.-level data scientist to build a damages model based on those records.

10. On April 9, 2026, Named Plaintiffs filed their Complaint in the Court of Common Pleas, Stark County, Ohio, Case No. 2026CV00771.

11. Defendants deny all claims asserted in the Lawsuits and continue to deny all claims and liability. Defendants further maintain that they have complied with all state and federal wage and hour laws.

12. The settlement described below (“Settlement”) was reached as to all claims in the Lawsuits as a result of extensive, arm’s length, good faith negotiations between the Parties.

13. The purpose of this Agreement is to fully and finally settle all Released Claims (as defined below) Named Plaintiffs and any Claimants (as defined below) may have against Defendants.

DEFINITIONS

14. “Claimants” means Named Plaintiffs, Opt-In Plaintiffs (defined below), and all members of the Rule 23 Classes (defined below) who do not opt-out of the Rule 23 Class Action Settlement. Those Claimants who return a Claim Form and Release (defined below), will receive an additional payment (Claim Payment), as further described below.

15. “Class Counsel” means Nilges Legal Group LLC.

¹ Of the 22 Opt-In Plaintiffs, four (4) joined the Ohio Lawsuit (ECF Nos. 3, 5, 10, 12), and eighteen (18) joined the Delaware Lawsuit (ECF Nos. 7, 9, 11, 17, 22, 23, 24, 26, 28). These will also be filed in the Court of Common Pleas, Stark County, Ohio.

16. “Court” means the Court of Common Pleas, Stark County, Ohio.
17. “Defendants’ Counsel” means Barnes & Thornburg LLP.
18. “Discovery Opt-In Plaintiffs” means the following **11** Opt-in Plaintiffs who completed written discovery in advance of mediation: Joseph Veliz, Jennifer Groleau, Steve Wilson, Timothy Allison, Sherry Clay, Sheba Mason, Sheaven Harris, Melissa Sandoe, Latosha Williams, Donald Britenburg, and Anthony Lillard.
19. “Effective Date” means a) 31 days from the Court’s Final Approval Order which is the last date for appealing of the Court’s Final Approval Order; or b) the date of the resolution of any appeal of the Court’s Final Approval Order, whichever is later.
20. “Eligible Settlement Participants” means the current and former hourly production employees of Defendants, who work or worked at the following locations of Defendants or affiliated entities: Ada, Oklahoma; Chicago, Illinois; Covington, Indiana; Ewart, Michigan; Royal Oak, Michigan; Salem, Ohio; Sandusky, Ohio; Troy, Michigan; and Grand Rapids, Michigan, who worked forty (40) or more hours in at least one workweek from August 8, 2022, to February 25, 2026. Eligible Settlement Participants shall not exceed a total of **11,516** individuals, which includes Named Plaintiffs, the current Opt-In Plaintiffs (defined below), and the members of the Rule 23 Classes (defined below).
21. “Final Approval Hearing” means a hearing set by the Court to take place at least **30 days** after the close of the notice period, for the purpose of (i) determining the fairness, adequacy, and reasonableness of the Agreement terms and associated settlement pursuant to class action procedures and requirements; (ii) approving Class Counsel’s attorneys’ fees and costs; (iii) approving the payment of Named Plaintiffs’ Service Awards; (iv) approving the Discovery Payments to the Discovery Opt-in Plaintiffs; and (iv) entering the Final Approval Order.

22. “Final Approval Order” means the Court’s Order granting final approval of the Rule 23 Class Action Settlement.

23. “Global Settlement Fund” means the total settlement amount of **\$3,000,000.00**, which includes (1) all Individual Settlement Awards (defined below); (2) any Service Awards approved for Named Plaintiffs; (3) any Discovery Payments approved for the Discovery Opt-in Plaintiffs; (4) all Class Counsel’s attorneys’ fees, plus reimbursement of litigations costs, as approved by the Court; and (5) the costs of settlement administration. In addition, Defendants will make all required employer contributions with respect to any portions of the Individual Settlement Awards treated as wages under Internal Revenue Service (“IRS”) Form W-2, and these contributions will not be deducted from the Global Settlement Fund.

24. “Illinois Class Members” means Eligible Settlement Participants who worked for Defendants in Illinois, and who have not opted into the case.

25. “Indiana Class Members” means Eligible Settlement Participants who worked for Defendants in Indiana, and who have not opted into the case.

26. “Individual Settlement Award” means the amount of the Net Settlement Fund (defined below) that will be paid to each Eligible Settlement Participant who becomes a Claimant, which shall be his or her *pro rata* share of the Net Settlement Fund based on the number of workweeks worked by the Claimant during the Release Period (defined below) in comparison to the total number of workweeks worked by all Eligible Settlement Participants during the Release Period (defined below). Those who return a Claim Form and Release (defined below) will receive an additional amount equal to their Individual Settlement Award (“Claim Payment”). Named Plaintiffs and Opt-in Plaintiffs do not need to return a Claim Form and Release to become Claimants or to receive the additional Claim Payment.

27. “Michigan Class Members” means Eligible Settlement Participants who worked for Defendants in Michigan, and who have not opted into the case.

28. “Net Settlement Fund” means the amount available for Individual Settlement Awards, after deducting all attorneys’ fees and litigation expenses, the Service Awards, and Settlement Administrator Costs (defined below).

29. “Notice of Settlement” means the form attached as **Exhibit A**, approved by the Parties’ Counsel, and subject to approval by the Court, that will be sent by First Class U.S. Mail to each Eligible Settlement Participant and will explain the material terms of this Settlement, the process to participate in the Settlement, to object to the Settlement, or to opt-out of the Settlement, and the estimated amount of his or her estimated Individual Settlement Award. The Notice of Settlement will include a Claim Form and Release, which is attached as **Exhibit B**.

30. “Ohio Class Members” means Eligible Settlement Participants who worked for Defendants in Ohio, and who have not opted into the case.

31. “Oklahoma Class Members” means Eligible Settlement Participants who worked for Defendants in Oklahoma, and who have not opted into the case.

32. “Opt-In Plaintiffs” means the **22** individuals who have submitted a Consent to Join form.

33. “Parties’ Counsel” means Class Counsel and Defendants’ Counsel.

34. “Preliminary Approval Order” means the Court’s Order preliminarily approving the Rule 23 Class Action Settlement and approving the FLSA Collective Action Settlement.

35. “Released Claims” means all federal, state, and/or local wage-and-hour claims that were or could have been alleged in the Lawsuits, including unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys’ fees and expenses pursuant to the FLSA,

Illinois, Indiana, Michigan, Ohio, and Oklahoma law, as applicable, for the Release Period (defined below).

36. “Released Parties” means Defendants and any of their officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and otherwise related entities and any other persons acting by, through, under, or in concert with, any of these persons or entities, and their successors.

37. “Release Period” means August 8, 2022, which is three years preceding the date the Parties entered into the Tolling Agreement, through the Effective Date.

38. “Rule 23 Class Action Settlement” means the resolution of claims of the Illinois Class Members, Indiana Class Members, Michigan Class Members, Ohio Class Members, and the Oklahoma Class Members for the Release Period.

39. “Rule 23 Classes” means the Illinois Class Members, Indiana Class Members, Michigan Class Members, Ohio Class Members, and the Oklahoma Class Members.

40. “Settlement” means the Parties’ resolution of the Lawsuits as set forth in this Agreement.

41. “Settlement Administrator” means Analytics Consulting LLC.

42. “Settlement Administrator Costs” means all settlement administration fees, expenses, and costs incurred by the Settlement Administrator directly or indirectly related to its duties under this Agreement, including but not limited to all fees, expenses, and costs in connection with the Global Settlement Fund and Net Settlement Fund, and those duties related to notice, check cutting and mailing, reports to counsel, court filings, legal and accounting advice relating to the establishment of the Net Settlement Fund and tax treatment and reporting of awards to Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below), calculating Individual Settlement Awards, and any other related duties.

43. “Service Awards” means the payment made from the Global Settlement Fund to Named Plaintiffs for their services in bringing and prosecuting the Lawsuits. These payments are to be paid from the Global Settlement Fund in addition to the payment of Named Plaintiffs’ Individual Settlement Awards.

DENIAL OF LIABILITY

44. Defendants deny liability or wrongdoing of any kind associated with the claims alleged in the Lawsuits. Consequently, this Agreement is a compromise and shall not be construed as an admission of liability, culpability, wrongdoing, or negligence by Defendants or the Released Parties, for any purpose, and under any circumstance. This Agreement, as well as the negotiations that occurred in connection with its creation, shall not constitute evidence with respect to any issue, or dispute, in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement. The Parties do not concede any claims or defenses that were, or could have been, raised in the Lawsuits; rather, they merely negotiated and reached a settlement to avoid further disputes and litigation and the attendant inconvenience and expense.

45. If the Court does not approve this Agreement for any reason, the Agreement shall have no force or effect and no Party shall be bound by any of its terms, and nothing in the Agreement shall be construed against any Party as an admission of any issue of law or fact in the Action, including whether the requirements for class or collective certification have been satisfied.

CERTIFICATION OF THE FLSA COLLECTIVE AND RULE 23 CLASSES

46. For purposes of this Agreement only, the Parties agree and consent to the certification of the Rule 23 Classes pursuant to Rule 23 of the Federal Rules of Civil Procedure. In the event the Court does not grant preliminary or final approval of the Rule 23 Class Action

Settlement, the certification of the class shall not constitute evidence or a binding determination that the requirements for certification are satisfied.

47. For purposes of this Agreement only, the Parties agree that Named Plaintiffs and the Opt-In Plaintiffs are similarly situated under 29 U.S.C. § 216(b) of the FLSA.

DUTIES OF THE PARTIES TO COOPERATE TO OBTAIN COURT PRELIMINARY AND FINAL APPROVAL OF THE SETTLEMENT

48. The Parties will fully cooperate with each other and use reasonable efforts, including all efforts contemplated by this Agreement and any other efforts ordered by the Court, to accomplish the terms of this Agreement, including but not limited to executing such documents and taking such other action as may reasonably be necessary to obtain preliminary and final approval of this Agreement without material modifications and to implement its terms.

ATTORNEYS' FEES AND COSTS

49. The Parties' joint motion for settlement approval will include Class Counsel's request for the Court to approve the payment of their (a) fees for services, not to exceed one-third (1/3) of the Global Settlement Fund, and (b) reasonable litigation costs. Defendants agree this request is reasonable and will not contest this application. Any attorneys' fees and litigation costs approved by the Court will be paid from the Global Settlement Fund. The Settlement Administrator will wire Class Counsel's Court-approved attorneys' fees and litigation expenses **21 days** after the Effective Date.

SERVICE AWARDS

50. The Parties will jointly move the Court to approve Service Awards for Named Plaintiffs in the amount of **\$7,500** each, to be paid from the Global Settlement Fund in addition to Named Plaintiffs' Individual Settlement Payment. Defendants agree this request is reasonable and will not contest this application. For tax purposes, the Parties agree the Service Awards will be

taxable, non-wage income paid under IRS Form 1099. The Settlement Administrator will mail Named Plaintiffs' Court-approved Service Awards **21 days** after the Effective Date.

51. The Parties will jointly move the Court to approve Discovery Payments for the Discovery Opt-in Plaintiffs in the amount of **\$500** each, to be paid from the Global Settlement Fund in addition to Discovery Opt-in Plaintiffs' Individual Settlement Payment. Defendants agree this request is reasonable and will not contest this application. For tax purposes, the Parties agree the Discovery Payments will be taxable, non-wage income paid under IRS Form 1099. The Settlement Administrator will mail the Discovery Opt-in Plaintiffs' Court-approved Discovery Payments **21 days** after the Effective Date.

SETTLEMENT ADMINISTRATOR'S DUTIES AND RESPONSIBILITIES

52. The Parties agree to retain a Settlement Administrator responsible for:
- a. Establishing a Global Settlement Fund as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*;
 - b. Issuing all funds from the Global Settlement Fund;
 - c. Determining and finalizing the Individual Settlement Awards and the tax withholding amounts and employer payroll tax amounts for Claimants, as applicable;
 - d. Preparing, printing, and disseminating the Notice of Settlement to all Eligible Settlement Participants;
 - e. Processing and maintaining a record of all members of the Rule 23 Classes who opt out or object to the Settlement;

- f. Promptly apprising the Parties' Counsel of the activities of the Settlement Administrator, timely responding to inquiries of the Parties or their Counsel, and copying the Parties' Counsel on material correspondence;
- g. Mailing Individual Settlement Award checks (or other negotiable instrument) to all Claimants;
- h. Wiring Class Counsel's attorneys' fees and costs;
- i. Mailing the Service Award in accordance with this Agreement and Order of the Court to Named Plaintiffs;
- j. Reissuing and remailing checks to Claimants that are not received or misplaced;
- k. Mailing reminder postcards to Claimants who have not cashed their checks **60 days** before the check void date and again **30 days** before the check void date;
- l. Issuing IRS Forms W-2, 1099, and W-9 (if required) for all payments to each Claimant;
- m. Ascertaining current addresses for each check returned as undeliverable;
- n. Referring to Class Counsel all inquiries by the Eligible Settlement Participants that the Settlement Administrator cannot resolve and/or which involve matters not within the Settlement Administrator's duties specified in this Agreement;
- o. Promptly notifying the Parties' Counsel of any material requests or communications made by any Eligible Settlement Participant who receives the Notice of Settlement;

- p. Maintaining adequate records of its activities, including the date of the mailing of the Notice of Settlement, receipt of returned mail, and other communications, and attempted communications with the Eligible Settlement Participants, and providing the Parties' Counsel with weekly reports regarding the same;
- q. Confirming, in writing to the Parties' Counsel its completion of the administration of this Settlement and retaining copies of all endorsed Settlement checks; and
- r. Such other tasks as customarily and regularly performed by a settlement administrator and as the Parties mutually agree.

53. Settlement Administrator Costs shall be paid from the Global Settlement Fund.

SETTLEMENT ADMINISTRATION TIMELINES

54. Within **7 days** after the Effective Date of this Agreement, the Settlement Administrator shall open an interest-bearing bank account, which will hold the Global Settlement Fund.

55. Within **14 days** after the Effective Date of this Agreement, Defendants shall deposit the Global Settlement Fund into the interest-bearing bank account opened by the Settlement Administrator.

56. Within **14 days** after the date of the Preliminary Approval Order, Defendants shall provide the Settlement Administrator with an Excel spreadsheet listing the names, social security numbers, last known addresses, last known email addresses, last known cell phone numbers, and dates of employment for the Eligible Settlement Participants during the Release Period, as that information exists in Defendants' records. The Settlement Administrator shall attempt to confirm the accuracy of the Eligible Settlement Participants' addresses through the United States Post

Office's National Change of Address database and shall mail the Notice of Settlement to any updated address obtained therefrom.

57. Within **14 days** after the date of the Preliminary Approval Order, Class Counsel shall provide the Settlement Administrator with an Excel spreadsheet listing the names and last known addresses, last known email addresses, and last known cell phone numbers of Named Plaintiffs and the Opt-In Plaintiffs. The Settlement Administrator shall confirm that these persons are included in the list provided by Defendants.

58. Within **21 days** after the date of the Preliminary Approval Order, the Settlement Administrator will calculate the Individual Settlement Award for each Eligible Settlement Participant.

59. Within **28 days** after the date of the Preliminary Approval Order, the Settlement Administrator shall send the Notice of Settlement to all Eligible Settlement Participants via mail, email, and text message, as available (the "Notice Issue Date"). If any Notice of Settlement is returned as undeliverable, the Settlement Administrator will promptly attempt to locate such Eligible Settlement Participant through other reasonable and legally acceptable means, and, if located, shall promptly mail an additional Notice of Settlement to such person.

60. Rule 23 Classes may opt-out of the Rule 23 Class Action Settlement by mailing a request for exclusion to the Settlement Administrator within **60 days** of the Notice Issue Date. Persons who are eligible to and do submit a valid and timely request for exclusion will not participate in the Settlement and will not be bound by its terms. Notice will also be sent by email and text message, as available.

61. Rule 23 Classes may object to the Rule 23 Class Action Settlement by submitting objections to the Rule 23 Class Action Settlement within **60 days** of the Notice Issue Date. Any objections must be by signed writing, stating: (1) the Rule 23 Class Member's full name; (2)

address; and (3) specific reason(s) for the Rule 23 Class Member's objection. This statement must also indicate whether the Rule 23 Class Member intends to appear and object to the Settlement at the Final Approval Hearing. Notices and written objections, if any, shall be sent to the Settlement Administrator. Any Rule 23 Class Member who does not serve a timely and compliant objection to the settlement shall not be permitted to present his or her objections to the settlement at the Final Approval Hearing and shall be foreclosed from seeking review of the settlement by appeal or otherwise.

62. Additionally, Rule 23 Classes may return Release and Claim Form within the **60 days** period to receive the Claim Form Payment.

63. Named Plaintiffs and Opt-In Plaintiffs may neither object to or opt-out of the Settlement.

64. Within **75 days** following the Notice Issue Date, or not later than **14 days** before the Final Approval Hearing, whichever is earlier, the Parties will file a Joint Motion for Final Approval of the Class Action Settlement.

65. Within **14 days** following the deposit of the Global Settlement Fund, the Settlement Administrator shall mail to Claimants their Individual Settlement Awards. If any check is returned as undeliverable, the Settlement Administrator will promptly attempt to locate such Claimant through other reasonable and legally acceptable means, and, if located, shall promptly mail an additional check to such person. If possible, the Settlement Administrator will issue each Claimant one single check representing the total amount of his or her Individual Settlement Award by combining the wage and non-wage portions of his or her Individual Settlement Award. In accordance with the withholding and reporting requirements set forth in this Agreement, the Settlement Administrator shall report the wage income payments to the IRS on IRS Form W-2 and shall report the non-wage income on IRS Form 1099.

66. The Settlement Administrator shall mail reminder postcards to Claimants who have not cashed their Individual Settlement Award checks **60 days** before the check void date and again **30 days** before the check void date.

REMAINDER OF THE GLOBAL SETTLEMENT FUND

67. Any funds from the Global Settlement Fund that are not allocated to any Rule 23 Class Member opting out and not becoming Claimants shall revert back to the Defendants within **90 days** following the Effective Date.

68. All Individual Settlement Award checks that are not negotiated by a Claimant within **180 days** of the date of issuance shall be null and void, and the associated funds shall revert back to Defendants.

GLOBAL SETTLEMENT FUND AND TAXES

69. The Global Settlement Fund will be established as a “Qualified Settlement Fund” within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*, and shall be administered by the Settlement Administrator, subject to the ultimate authority of the Court.

70. The Settlement Administrator shall serve as Trustee of the Global Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Global Settlement Fund, including the handling of tax-related issues and payments. The Settlement Administrator shall act in a manner necessary to qualify the Global Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Parties agree to any relation-back election required to treat the Global Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

71. The Parties recognize the wage and non-wage awards to the Claimants will be subject to applicable tax withholding and reporting and employer payroll taxes. The Settlement Administrator shall calculate the employer's share of payroll taxes related to Individual Settlement Award payments treated as wage income and, upon receipt of that calculation, Defendants will, as directed by the Settlement Administrator, deposit into the interest-bearing bank account opened by the Settlement Administrator a payment separate from the Global Settlement Fund to pay the employer's share of payroll taxes related to Individual Settlement Award payments treated as wage income.

72. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Global Settlement Fund, if any, including any taxes or tax detriments that may be imposed on Defendants with respect to income earned for any period during which the Global Settlement Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses") shall be paid out of the Global Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Global Settlement Fund. The Parties agree to cooperate with the Settlement Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

73. The Settlement Administrator shall satisfy all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting) and shall pay from the Global Settlement Fund any and all taxes, as well

as any other obligations with respect to the payments or distributions not otherwise addressed in this Agreement.

TAX TREATMENT OF THE INDIVIDUAL SETTLEMENT AWARDS

74. For tax purposes, the Parties agree Individual Settlement Awards will be: (a) 50 percent taxable, wage income paid under IRS Form W-2 and subject to ordinary payroll withholdings under federal and state law; and (b) 50 percent taxable, non-wage income paid under IRS Form 1099. Defendants will make all required employer contributions with respect to any portions of the Individual Settlement Awards paid as wages under IRS Form W-2, and these contribution amounts will not be deducted from the Global Settlement Fund.

RELEASE OF CLAIMS BY CLAIMANTS

75. In consideration for their Individual Settlement Award, the Claimants forever and fully release the Released Parties from the Released Claims for the Release Period.

76. Further, in consideration for the payment of their attorneys' fees and costs, Claimants release all claims, causes of action, demands, damages, costs, rights, and liabilities of every nature and description for attorneys' fees, costs, and expenses against the Released Parties arising from or related to the Actions.

77. To avoid confusion, Released Claims expressly excludes any workers' compensation claims, claims for unemployment benefits or claims that cannot be released by law.

NOTICES

78. All notices, requests, demands, and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered by email to Defendants; Counsel at Kathleen.Anderson@btlaw.com and Class Counsel at hnilges@ohlaborlaw.com.

CONSTRUCTION, INTERPRETATION AND MODIFICATION

79. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter included in this Agreement and it shall supersede all prior and contemporaneous negotiations between the parties. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for, or against, any party, regardless of who drafted, or who was principally responsible for drafting, this Agreement, or any specific term or condition in this Agreement. The Parties participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, the Parties may not claim any ambiguity in this Agreement should be construed against another.

80. If there is a conflict between this Agreement and any other document related to this Settlement, the Parties intend for this Agreement to control.

81. Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary, or contradict its terms. The Parties agree this Agreement is to be construed according to its terms and it may not be varied, or contradicted, by extrinsic evidence.

82. This Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Ohio, and shall be subject to the continuing jurisdiction of the Court.

83. If any provision of this Agreement, except the Release, is held by a court of competent jurisdiction to be void, voidable, unlawful, or unenforceable the remaining portions of this Agreement will remain in full force and effect to the extent the effect of this Agreement, as well as the obligations of the Parties, remains materially the same.

84. This Agreement may not be modified or amended, except in writing, signed by the Parties or their counsel, and as approved by the Court. This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

85. This Agreement is binding upon, and shall inure to the benefit of, the Parties. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of the Released Parties. Likewise, this Agreement shall be binding upon Named Plaintiffs, individually and through their representative capacity upon all Claimants.

CONTINUING JURISDICTION

86. The Parties agree to move for the Court to retain continuing jurisdiction to construe, interpret, and enforce the provisions of this Agreement; to supervise the administration and distributions from the Global Settlement Fund; and to hear and adjudicate any dispute or litigation arising from, or related to, this Agreement, or issues of law and facts asserted in the Actions.

87. The Parties agree that if, at any time, a violation of any term of this Agreement is asserted by either party, that party shall have the right to seek specific performance of that term and/or any other necessary and proper relief, including, but not limited to, damages, from this Court, and the prevailing party shall be entitled to recover its reasonable attorneys' fees and reasonable costs.

WHEREFORE, having fully read and understood the terms of this Agreement, the Parties sign their names below with the intention that they shall be bound by it.

Dated: 04/23/2026

On Behalf of All Defendants

William Beistline

By: William Beistline (Apr 23, 2026 15:19:54 EDT)

Bill Beistline

Its: EVP, Metals Manufacturing and Procurement

Dated: 04/13/2026

Named Plaintiff Stacy Davidson, individually and on behalf of all Claimants

SRD

Stacy Davidson

Dated: 04/13/2026

Named Plaintiff Calib Gray, individually and on behalf of all Claimants

Calib Gray

Calib Gray

Dated: 04/13/2026

Named Plaintiff Lorenzo Frederick, individually and on behalf of all Claimants

Lorenzo Frederick

Lorenzo Frederick

Dated: 04/13/2026

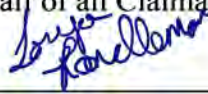
Named Plaintiff Dwayne Lanfair, individually and on behalf of all Claimants

Dwayne Lanfair

Dwayne Lanfair

Dated: 04/13/2026

Named Plaintiff Tonya Randleman, individually and on behalf of all Claimants



Tonya Randleman

Dated: 04/13/2026

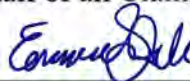
Named Plaintiff Yvonne Thompson, individually and on behalf of all Claimants



Yvonne Thompson

Dated: 04/13/2026

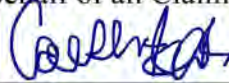
Named Plaintiff Emma Sotelo, individually and on behalf of all Claimants



Emma Sotelo

Dated: 04/13/2026

Named Plaintiff Caesha Suggs, individually and on behalf of all Claimants



Caesha Suggs

Flex-N-Gate/Ventra Overtime Settlement

**NOTICE OF PROPOSED COLLECTIVE/CLASS ACTION SETTLEMENT
AND FAIRNESS HEARING**

A court authorized this notice. This is not a solicitation from a lawyer.

TO: Current and former hourly production Employees of Defendants Flex-N-Gate, LLC; Flex-N-Gate Royal Oak Corp.; Flex-N-Gate Royal Oak, LLC; Ventra Evart, LLC; and Ventra Salem, LLC (“Defendants”) who worked at the following locations of Defendants or affiliated entities: Ada, Oklahoma; Chicago, Illinois; Covington, Indiana; Evart, Michigan; Royal Oak, Michigan; Salem, Ohio; Sandusky, Ohio; Troy, Michigan; and Grand Rapids, Michigan, who worked forty (40) or more hours in at least one workweek from August 8, 2022, to February 25, 2026 (“Release Period”), and have not already joined this case by filing a consent to join form.

- **PLEASE READ THIS NOTICE IN FULL.** *You are entitled to money from this Settlement.* A settlement in a class action lawsuit may affect your rights. You may be entitled to a payment from the settlement. *You do not need to do anything to receive a payment so long as your contact information is correct.*
- Former employees, Calib Gray, Lorenzo Frederick, Stacy Davidson, Yvonne Thompson, Dwayne Lanfair, Tonya Randleman, Emma Sotelo, and Caesha Suggs (“Plaintiffs”), sued Defendants claiming that Defendants failed to properly pay them and similarly situated employees (the “Lawsuit”). Defendants deny these allegations and believe that they paid all of their employees for all time worked.
- The Parties agreed to this proposed settlement (“Settlement”) to avoid the burden, expense, inconvenience, and uncertainty of litigation. The Court preliminarily approved this settlement, but the Court has not made any ruling on the merits of the Plaintiffs’ claims, and no party has prevailed in this action. The Court in charge of this case still has to decide whether to finally approve the settlement. Payments will only be made if and when the Court grants final approval of the Settlement and after any appeals are resolved, if any. Please be patient.
- You have received this Notice because Defendants’ records indicate you fit the definition above and are eligible to participate in the Settlement. If you do not exclude yourself and the Court grants final approval of the Settlement, you will receive a payment by mail of *at least* the amount shown below. *If you take the additional step of completing, signing, and timely returning the enclosed Claim Form and Release, you will receive an increased settlement award.* In either case, the settlement payment you receive as a participating member in the Settlement will be based on the number of weeks you worked during the Release Period.

<i>Your Estimated Minimum Settlement Award Before Taxes</i>
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\$***,***.**

1. WHAT IS THE PURPOSE OF THIS NOTICE?

This Notice explains the terms of the Settlement, your rights, and what claims are being released by participating in the Settlement. You are receiving this notice because Defendants identified you as being eligible to participate in the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
DO NOTHING	<p style="text-align: center;"><u>You will receive the minimum settlement award.</u></p> <p>You will be eligible for settlement award of no less than the amount described above, and you will be bound by the release of claims described in Section 9 of this Notice. The final settlement award amount will be calculated based upon the number of individuals who complete the Claim Form and Release and qualify for an elevated settlement award but, in no case, will be less than the amount identified above.</p>
RETURN THE CLAIM FORM AND RELEASE	<p style="text-align: center;"><u>You will receive an increased settlement award.</u></p> <p>By timely signing and returning a properly completed Claim Form and Release, you will receive an elevated settlement award. The amount your settlement award will be increased by is based upon the total number of individuals who complete the Claim Form and Release but, in all cases, will result in double the amount you would have received if you had not completed the Claim Form and Release.</p> <p><i>You must timely return a properly completed Claim Form and Release postmarked, emailed, or faxed by [60 days from date of mailing], in order to receive an increased settlement award.</i></p>
OPT OUT	<p style="text-align: center;"><u>You will receive no settlement award.</u></p> <p>You are not obligated to participate in the Settlement. If you timely submit the enclosed Election to Opt Out of Settlement and Class Action Form as described in Section 6 of this Notice, you will not receive any payment or other benefits of the Settlement, and you will not be bound by the release of any of the claims described in Section 9 of this Notice.</p>
OBJECT	<p style="text-align: center;"><u>You will receive the minimum settlement award.</u></p> <p>You can write to the Court if you do not like the settlement and explain why. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case. You can only object if you do NOT ask to be excluded.</p>
GO TO A HEARING	<p style="text-align: center;"><u>You will receive the minimum settlement award.</u></p> <p>You can attend the Final Fairness Hearing and ask to speak in Court about the fairness of the Class Action Settlement. If the Settlement is approved, you will still receive a payment and you will give up rights relating to the legal claims in this Case.</p>

2. WHAT DOES THE SETTLEMENT PROVIDE?

The total settlement amount is \$3,000,000.00, this includes approximately **10,967** (plus/minus 5%) other collective/class members like yourself, inclusive of Plaintiffs and the approximately **22** individuals who have already joined the case pursuant to the Fair Labor Standards Act (FLSA). This amount covers all settlement payments to individuals in the FLSA collective and the other Rule 23 class members, such as yourself. It also covers Service Awards of \$7,500 to each of the Plaintiffs for their services in bringing and prosecuting the matters and in obtaining this settlement, and \$500 payments to Opt-in Plaintiffs who completed written discovery in preparation for mediation. The total settlement amount also covers attorneys' fees up to one-third (1/3) of the Settlement fund, plus reimbursement of costs, of, and the costs of settlement administration.

3. HOW MUCH MONEY WILL I GET AND HOW WAS IT CALCULATED?

If the settlement is approved, the Settlement Administrator will deduct from the settlement fund the amounts needed to cover approved attorneys' fees, costs, settlement administration expenses, Service Awards, and discovery payments, and pay collective and class members from the remaining "Net Settlement Fund."

The allocation formula preliminarily approved by the Court takes into account the number of weeks you worked during the Release Period compared to the total number of weeks worked by all Eligible Settlement Participants during the Release Period, with those that submit the Claim Form and Release receiving twice the pro rata share of those that do not. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Section 14 below.

Based on the allocation formula that has been preliminarily approved by the Court, if the Court grants final approval of the Settlement and you do not exclude yourself and participate in the Settlement, you will receive a settlement award of at least \$ [redacted]. The final amount of your settlement award will not be calculated until [60 days from date of mailing]. While your final settlement award may be higher than this amount, in no circumstances will you receive less than this amount absent a decision on your part to submit a timely opt-out notice as described in Section 6 of this Notice.

- *If you take no further action*, this amount may be increased based on the number of individuals who do not submit a Claim Form and Release within the allocated timeframe.
- *If you take the additional step of completing, signing, and timely returning the enclosed Claim Form and Release postmarked, emailed, or faxed by [60 days from date of mailing]*, you will receive an additional amount equal to the settlement award you would have otherwise received. In other words, ***by completing the Claim Form and Release, you will receive double the standard settlement award amount.***

Of the payment, half will be considered wages and taxes will be withheld, which will be reported on IRS Form W-2, and the other half will be considered non-wages, with no taxes withheld, and reported on IRS Form 1099. Please consult your tax advisor or accountant regarding the taxability

of this settlement payment. Class Counsel and Defendants' Counsel make no representations regarding the taxability of your settlement payment.

Payment will only be made if the Court finally approves the settlement, so we do not know when checks will be sent to you.

Checks that are not cashed within 180 days of issuance will be null and void, and such funds will be returned to Defendants.

4. HOW DO I GET MY PAYMENT?

To participate in the Settlement and receive a standard settlement payment, ***you do not have to do anything in response to this Notice.***

If the Court grants final approval of the Settlement and you do not submit an Election to Opt Out of Settlement and Class Action Form (described in Section 6 below), you will be bound by the release of claims described in Section 9 below, and you will receive in the mail a settlement check for approximately \$ [redacted] representing your share of the settlement fund. Also, and as mentioned above, if you take the additional step of completing, signing, and timely returning the enclosed Claim Form and Release postmarked, emailed, or faxed by [60 days from date of mailing], you will receive an the previously described increased settlement award.

5. WHAT IF MY NAME OR ADDRESS CHANGES?

If, for future reference and mailings from the Court or Settlement Administrator, you wish to change the name or address listed on the envelope in which the Notice was first mailed to you, then you must fully complete, execute, and mail the Change of Name and/or Address Information Form (enclosed with this Notice).

6. HOW CAN I OPT OUT OF THE SETTLEMENT?

If you do not want to participate in the Settlement and wish to retain your right to pursue your own independent action, you must complete and mail the enclosed Election to Opt Out of Settlement and Class Action Form to the Settlement Administrator. The Settlement Administrator is Analytics Consulting LLC. Forms sent to the Settlement Administrator should be addressed to the Settlement Administrator as set forth in Section 14 below.

In order to be valid, your completed Election to Opt Out of Settlement and Class Action Form must be postmarked no later than [60 days from mailing date]. If you timely submit an Election to Opt Out of Settlement and Class Action Form, you will not be eligible to receive any of the benefits under the Settlement. You will, however, retain whatever legal rights you may have against Defendants with regard to all of the released claims described below.

7. WHAT IF I HAVE AN OBJECTION TO THE SETTLEMENT?

If you do not request exclusion from the Settlement but believe the proposed Settlement is unfair or inadequate in any respect, you may object to the Settlement by filing a written objection with the Court and mailing a copy of your written objection to the Settlement Administrator, which shall be postmarked no later than the Opt Out Response Deadline.

All objections must be signed and include your address, telephone number, and the name of the Lawsuit. Your objection should clearly explain why you object to the proposed Settlement and must state whether you or someone on your behalf intends to appear at the Final Approval/Fairness Hearing. The written objection must include: (i) your full name, address, and telephone number; (ii) your dates of employment with Defendants and job title(s) while there; (iii) a written statement of all grounds for the objection, accompanied by any legal support for such objection; (iv) copies of any papers, briefs, or other documents upon which the objection is based; (v) a list of all persons who will be called to testify in support of the objection; and (vi) a statement whether you intend to appear at the Fairness Hearing. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. All objections must be filed with the Court, received by the Settlement Administrator, and postmarked by no later than [60 days from mailing date].

An objector has the right to appear in person at the Fairness Hearing (explained in Section 10 below), but is not required to do so in order to have their objections considered by the Court. If you submit a timely objection, you may appear, at your own expense, at the Final Approval Hearing, discussed below.

Anyone who does not object in the manner described above shall be deemed to have waived any objections, and shall forever be foreclosed from objecting to the fairness or adequacy of the proposed Settlement, the payment of attorneys' fees, litigation costs, the Service Awards to the Plaintiffs, discovery payments, the claims process, and any and all other aspects of the Settlement. Likewise, regardless of whether you attempt to file an objection, you will be deemed to have released all of the Released Claims as set forth in Section 9 unless you request exclusion from the Settlement in accordance with this Notice.

8. WHAT'S THE DIFFERENCE BETWEEN OPTING OUT AND OBJECTING?

Objecting is telling the Court that you do not like something about the Settlement and asking the Court not to approve the Settlement. You can object only if you do not opt out of the Settlement. Opting out is telling the Court that you do not want to participate in the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you. If you submit both an objection and an exclusion request, the Settlement Administrator will attempt to contact you to determine whether you intended to object or exclude yourself.

9. WHAT CLAIMS AM I RELEASING BY PARTICIPATING IN THE SETTLEMENT?

If you do not request exclusion from the Settlement, you will be deemed to have agreed to participate in the Lawsuit and Settlement, in which case you release Defendants from for any applicable Federal or State (Illinois, Indiana, Michigan, Ohio, or Oklahoma) and/or local wage-and-hour claims, including unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees and expenses under the FLSA and applicable state and/or local laws for the Release Period.

10. WHEN IS THE FAIRNESS HEARING?

A hearing before the Court will be held on [Insert Date], at Court of Common Pleas, Stark County, 115 Central Plaza N, Canton, OH 44702 (the “Fairness Hearing”). The Fairness Hearing may be rescheduled and/or converted to telephonic or video hearing without further notice to Class Members. Therefore, if you wish to attend, you should confirm hearing details with Class Counsel, as outlined in this notice. The purpose of this hearing will be for the Court to determine whether the Settlement is fair, adequate, and reasonable and if it should be approved by the Court. The Court will take into account any objections filed in accordance with the procedures described above.

11. WHEN WILL I GET MY PAYMENT?

Payment will be issued after the Fairness Hearing and final approval, which will take some time, so please be patient.

12. DO I HAVE TO COME TO THE HEARING?

No. Class Counsel will answer questions the Court may have. But you are welcome to come at your own expense. If you send an objection, you do not have to come to Court to talk about it. As long as you returned your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not necessary.

13. DO I HAVE A LAWYER IN THIS CASE AND HOW WILL THEY BE PAID?

The Court has decided that the lawyers at Nilges Legal Group LLC are qualified to represent you and all individuals covered by this Settlement. These lawyers are “Class Counsel.” You will not be charged for these lawyers because their fees and costs will be paid from the Global Settlement Fund as approved by the Court. These fees would compensate Class Counsel for investigating the facts, litigating the case, and negotiating the Settlement. Class Counsel will also ask the Court to approve payment for their out-of-pocket costs. You do not need to retain your own attorney to participate in this Settlement. Class Counsel’s information is: Nilges Legal Group LLC, 7034 Braucher St. NW, Ste. B, North Canton, OH 44720, www.ohlaborlaw.com.

14. WHAT IF I HAVE QUESTIONS OR WANT TO EXAMINE COURT RECORDS?

This Notice does not contain all of the terms of the proposed settlement or all of the details of these proceedings. For more detailed information you can contact the Settlement Administrator at:

Analytics Consulting LLC
Adress
City, ST Zip
Phone
Email
Website

More details are in the Settlement Agreement. You are encouraged to read it. To the extent there is any inconsistency between this Notice and the Settlement Agreement, including between the description of the releases as provided in Section 9 above and the description of the releases as

provided in the Settlement Agreement, the provisions in the Settlement Agreement control. You may obtain a copy of the Settlement Agreement by contacting the Settlement Administrator or Class Counsel, above.

You may also examine the court records in-person at the Clerk's Office located at the Court of Common Pleas, Stark County, 115 Central Plaza North, Suite 101, Canton, OH 44702.

Please do not contact the Court about this Notice.

TEXT NOTICE OF SETTLEMENT OF CLASS ACTION LAWSUIT

The Court of Common Pleas, Stark County, Ohio, has approved this text notice for Case No. 2026CV00771. You are receiving this text Notice of Settlement because you are eligible to participate in the settlement of a class overtime action against Defendants Flex-N-Gate, LLC; Flex-N-Gate Royal Oak Corp.; Flex-N-Gate Royal Oak, LLC; Ventra Evert, LLC; and Ventra Salem, LLC (“Defendants”). Specifically, you were identified as a current or former hourly production employee of Defendants who (i) worked at the following locations of Defendants: Ada, Oklahoma; Chicago, Illinois; Covington, Indiana; Evert, Michigan; Royal Oak, Michigan; Salem, Ohio; Sandusky, Ohio; Troy, Michigan; and Grand Rapids, Michigan, (ii) worked forty (40) hours or more workweeks, (iii) in at least one workweek from August 8, 2022, to February 25, 2026, and (iii) have not already joined this case by filing a consent to join form. This Notice is also being sent by regular mail and email, to the extent such information is available. To review the Settlement Notice, please visit www._____.io/_____.

**IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO**

CALIB GRAY, <i>et al.</i> , on behalf of themselves)		
and others similarly situated,)		
)	Case No.: 2026CV00771
Plaintiffs,)		
)	Judge
vs.)		
)	
FLEX-N-GATE, LLC, <i>et al.</i>)		
)	
Defendants.)		

ELECTION TO OPT OUT OF SETTLEMENT AND CLASS ACTION FORM

Instructions: Please complete this Election to Opt Out of Settlement and Class Action Form only if you **do not** want to participate in the Settlement that is described in the Notice of Proposed Settlement of Class Action (the "Notice") that accompanies this Election to Opt Out of Settlement and Class Action Form. If you choose not to participate in the Settlement, you must complete this Form in its entirety and mail it to Settlement Administrator with a postmark no later than **[60 days from mailing date]**.

I. PERSONAL INFORMATION

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

II. REQUEST FOR EXCLUSION

By signing and returning this Form, I certify that I have carefully read the Notice and that I wish to be excluded from the Lawsuit and Settlement described therein. **I understand that this means I will not receive any money or other benefits under the Settlement and cannot object to the Settlement.**

III. MAILING INSTRUCTIONS

If you choose to return this Form, it must be postmarked on or before **[60 days from mailing date]**, at the address listed below:

[Insert Settlement Administrator's Address]

**IN THE COURT OF COMMON PLEAS
STARK COUNTY, OHIO**

CALIB GRAY, <i>et al.</i> , on behalf of themselves)	
and others similarly situated,)	
)	Case No.: 2026CV00771
Plaintiffs,)	
)	Judge
vs.)	
)	
FLEX-N-GATE, LLC, <i>et al.</i>)	
)	
Defendants.)	

CHANGE OF NAME AND/OR ADDRESS INFORMATION FORM

Instructions: Please complete this Change of Name and/or Address Information Form **only** if you wish to change your name and/or mailing address information.

Former Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

New Name and Mailing Address:

Name (first, middle, and last): _____

Home Street Address: _____

City, State, Zip Code: _____

Home Telephone Number: (_____) _____

I understand that all future correspondence in this Lawsuit, including, but not limited to, important notices or payments to which I am entitled (if any), will be sent to the new address listed above and not to the address previously used. I hereby request and consent to use the address listed above for these purposes.

Dated: _____

(Signature)

(Print Name)

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

[Settlement Administrator's Address]

CLAIM FORM AND RELEASE

Instructions: Completion and timely submission of this Claim Form and Release will double your pro rata calculation of the Net Settlement Fund, entitling you to an elevated Individual Settlement Award. *You must complete this form in its entirety and mail it to Settlement Administrator with a postmark no later than [60 days from mailing date] to receive an elevated settlement award.*

I. CONSENT TO JOIN & AGREEMENT TO BE BOUND BY RELEASE

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* (“FLSA”), and state wage and hour laws of Illinois, Indiana, Michigan, Ohio, and Oklahoma. Pursuant to 29 U.S.C. § 216(b), by submitting this Consent to Join Settlement, Release, and Claim Form, I hereby consent and agree to join the case or cases of *Gray, et al., v. Flex-N-Gate, LLC, et al.*, filed in the Court of Common Pleas, Stark County, Ohio, Case No. 2026CV00771 (“the Litigation”) as a party plaintiff.

I hereby designate the law firm of Nilges Legal Group LLC to represent me in the Litigation and consent and agree to be bound by any action by the Court. I further agree that the Plaintiffs in the Litigation shall act as my agent and make all decisions on my behalf concerning the Litigation, including the settlement thereof. I also agree to comply with the confidentiality provisions outlined in the Notice of Settlement.

II. RELEASE OF YOUR CLAIMS

My signature below constitutes a full and complete release and discharge of Defendants in the Litigation and any of their officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and otherwise related entities and any other persons acting by, through, under, or in concert with, any of these persons or entities, and their successors, from any wage-and-hour claims under the FLSA, and applicable state and/or local laws that were or could have been alleged in the lawsuit, including unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees and expenses, for the Release Period of August 8, 2022, through [effective date].

I understand that additional important details regarding the claims I am releasing are set forth in full in the parties' settlement agreement, of which I may request a copy from Plaintiff's counsel or the Settlement Administrator.

Full Legal Name (print)

Signature

Maiden or other names worked under

Street Address

E-mail Address

City, State and Zip Code

Cell phone

Home Telephone Number

CONSENT TO JOIN SETTLEMENT, RELEASE, AND CLAIM FORM

THIS FORM MUST BE POST-MARKED OR OTHERWISE SUBMITTED TO THE SETTLEMENT CLAIMS ADMINISTRATOR NO LATER THAN [DATE].

I. CONSENT TO JOIN & AGREEMENT TO BE BOUND BY RELEASE

I understand that this lawsuit is being brought under the Fair Labor Standards Act of 1938, as amended, 29 U.S.C. §§ 201, *et seq.* (“FLSA”), and state wage and hour laws of Illinois, Indiana, Michigan, Ohio, and Oklahoma. Pursuant to 29 U.S.C. § 216(b), by submitting this Consent to Join Settlement, Release, and Claim Form, I hereby consent and agree to join the case or cases of *Gray, et al., v. Flex-N-Gate, LLC, et al.*, filed in the Court of Common Pleas, Stark County, Ohio, Case No. 2026CV00771 (“the Litigation”) as a party plaintiff.

I consent and agree to be bound by any action by the Court. I further agree that the Plaintiffs in the Litigation shall act as my agent and make all decisions on my behalf concerning the Litigation, including the settlement thereof. I also agree to comply with the confidentiality provisions outlined in the Notice of Settlement.

I hereby designate the law firm of Nilges Legal Group LLC to represent me in the Litigation.

II. RELEASE OF YOUR CLAIMS

My signature below constitutes a full and complete release and discharge of Defendants in the Litigation and any of their officers, directors, shareholders, employees, representatives, corporate parents, corporate siblings, subsidiaries, predecessors, successors, affiliates thereof, and otherwise related entities and any other persons acting by, through, under, or in concert with, any of these persons or entities, and their successors, from any wage-and-hour claims under the FLSA, and applicable state and/or local laws that were or could have been alleged in the lawsuit, including unpaid wages, unpaid overtime compensation, liquidated damages, interest, attorneys' fees and expenses, for the Release Period of August 8, 2022, through [effective date].

I understand that additional important details regarding the claims I am releasing are set forth in full in the parties' settlement agreement, of which I may request a copy from Plaintiff's counsel or the Settlement Administrator.

Full Legal Name (print)

Signature

Maiden or other names worked under

Street Address

E-mail Address

City, State and Zip Code

Cell phone

Home Telephone Number