

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

BART GABE, On Behalf of)
Himself and All Others Similarly)
Situating,)

Plaintiffs,)

vs.)

Case no.: 1:23-cv-0914

ALLIED FIRST BANK, S.B., and)
ALLIED FIRST BANCORP, INC.)

Defendants.)

**STIPULATION OF COMMON FUND SETTLEMENT
AGREEMENT AND RELEASE**

This Stipulation of Settlement Agreement and Release (“Settlement Agreement” or “Agreement”) is entered into between Bart Gabe (the “Named Plaintiff” or “Gabe”), as the Named Plaintiff and representative of the FLSA Collective Members (as defined in Section 1.4, below), represented by his attorneys Brendan J. Donelon of DONELON, P.C. and Rowdy B. Meeks of the ROWDY MEEKS LEGAL GROUP, L.L.C. and Allied First Bank, S.B. and Allied First Bancorp, Inc. (“Defendants” or collectively “Allied”), represented by its attorneys Michael J. Mauro of the MILMAN LABUDA LAW GROUP, P.L.L.C.

WHEREAS, the Named Plaintiff filed a Complaint on February 14, 2023 against the Defendants, alleging in Counts I through IV that Defendants violated the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201 *et. seq.*, and the Illinois Minimum Wage Law (“IMWL”), 820 ILCS 105/1 *et. seq.*, by failing to pay him and other mortgage loan originator employees (*i.e.*, the “FLSA Collective Members”) minimum wage and overtime pay for work performed; and

WHEREAS, the Defendants deny that they owe any unpaid wages or overtime compensation to Named Plaintiff or any FLSA Collective Member, deny that the FLSA Collective Members are similarly situated, deny that they have violated the FLSA, IMWL or any other law, rule or regulation relating to the payment of compensation, and maintain that they have at all times properly compensated the Named Plaintiff and all other persons including, but not limited to the FLSA Collective Members; and

WHEREAS, the Named Plaintiff and Defendants have exchanged initial factual disclosures, conducted initial discovery for the purposes of in depth mediation, engaged experts to review time keeping records and pay data and to prepare reports, and such discovery has enabled each party to understand and assess the detail and substance of their respective claims and defenses; and

WHEREAS, a bona fide dispute exists between the Named Plaintiff and Defendants as to the amount, if any, of wages and overtime compensation owing to the Named Plaintiff and FLSA Collective Members; and

WHEREAS, on or about November 14, 2023, after completing two separate mediation sessions, the Parties reached agreement on the material terms of a common fund settlement resolving the Named Plaintiff's and the FLSA Collective Members' claims, which is now being memorialized in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter set forth, it is hereby stipulated and agreed by and between the Named Plaintiff and Defendants that:

I. DEFINITIONS

The terms defined below shall have the meanings set forth in this Section wherever used

in this Agreement and in all of its exhibits, including the Notice, Consent and Release Form (as defined in Section 1.10, below).

1.1 “Approval Date” means the date the Court enters the Approval Order (as defined in Section 1.2, below).

1.2 “Approval Order” means any order issued by the Court granting approval of this Settlement (as defined in Section 1.16, below) (the Parties’ courtesy copy to be provided to the Court attached hereto as Exhibit A), authorizing the distribution of the Notice, Consent and Release Form and payment to the FLSA Collective Members attached as Exhibit B, and authorizing the distribution of the Settlement Fund (as defined in Section 1.17, below).

1.3 The “Civil Action” means the above-captioned action.

1.4 For purposes of this Agreement, the “FLSA Collective Members” are defined as the 699 persons who are identified on the payment distribution attached as Exhibit C.

1.5 “FLSA Collective Counsel” means DONELON, P.C. and ROWDY MEEKS LEGAL GROUP, LLC.

1.6 “Court” means the United States District Court for the Northern District of Illinois Eastern Division.

1.7 “Covered Period” means from the beginning of each FLSA Collective Member’s employment (whether as an employee or independent contractor) with any of the “Released Parties”(see Section 1.15 below) through and including the date this Settlement Agreement is approved by the Court.

1.8 “Defense Counsel” means the MILMAN LABUDA LAW GROUP, P.L.L.C.

1.9 “Net Settlement Fund” means the Settlement Fund after deduction of: (a) Court approved attorneys’ fees, expenses, and costs as set forth in Section 3.1, (b) compensation under Section 3.3 for the Third Party Administrator, (c) applicable payroll taxes related to IRS W2 compensation paid under this Settlement, and (d) the service payment to Named Plaintiff as set forth in Section 4.2.

1.10 “Notice, Consent and Release Form” means the form agreed upon by the Parties, and approved by the Court, that provides notice to the FLSA Collective Members that this Civil Action has been resolved, summary of the terms of the Settlement, explanation of consenting to join this collective action to participate in this Settlement, and said notice shall also include a check representing payment to the FLSA Collective Members (the Parties’ proposed version attached hereto as Exhibit B).

1.11 The “Parties” means the Named Plaintiff, the FLSA Collective Members and Defendants.

1.12 “Payment Deadline” for the FLSA Collective Members means the date that falls twenty-eight (28) calendar days after the Court enters its Approval Order and is the date by which the Third Party Administrator must mail the Notice, Consent and Release Form along with the settlement checks to FLSA Collective Members, and email and send via text message the same, all as described in Section 5.1 of this Agreement.

1.13 The “Plan of Allocation” means the pro-rata apportionment of the Net Settlement Fund, the methodology of which is described in Section 4.1 and is based on the minimum wages and overtime compensation allegedly due to the FLSA Collective Members as determined primarily by Named Plaintiff’s expert witness, Dr. Liesl Fox, Ph.D.

1.14 “Released Claims” means any and all wage and hour claims of whatever nature that the Named Plaintiff and any FLSA Collective Member may have against any of the Released Parties (as defined in Section 1.15, below), whether known or unknown, which any FLSA Collective Member has had, now has, or may have had against the Released Parties or any of them that are alleged in the Civil Action or that arose out of or relate to the facts, acts, transactions, occurrences, events, or omissions alleged in the Civil Action as a result of alleged actions or omissions through and including the Approval Date, whether under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, including, but not limited to, the FLSA, the IMWL, and any other federal, state, or local wage and hour or wage payment laws, including any and all claims thereunder for unpaid overtime, liquidated damages, unpaid wages,

unpaid commissions, bonuses, deductions, minimum wages, premium pay, interest, attorneys' fees, injunctive relief, or penalties related to overtime, missed meal periods, missed rest breaks, donning and doffing, breach of contract, quantum meruit or retaliation related to wage claims, any other forms of compensation that would be owed or eligible, fees and costs and the like, the prompt pay laws of any state, and other alleged wage and hour violations. Individuals in the State of California further release any and all rights under Section 1542 of the California Civil Code which you have through the date the Settlement Agreement is executed. Section 1542 provides:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

1.15 "Released Parties" means Defendants Allied First Bank, S.B. d/b/a ServBank Holdco, Inc.; ServBank Holdco, Inc. d/b/a Allied First Bancorp, Inc. and Allied First Bancorp, Inc.; and their predecessors, successors, and present, future and former affiliates, parents, subsidiaries, insurers, officers, directors, board members, attorneys, agents, representatives, employees, and assigns, including, without limitation, any investors, trusts, or other similar or affiliated entities and all persons acting by, through, under, or in concert with any of them, including any party that was or could have been named as a defendant in this action.

1.16 "Settlement," "Settlement Agreement, or "Agreement" means this Stipulation of Common Fund Settlement Agreement and Release and the terms outlined therein.

1.17 "Settlement Fund" as used in this Settlement Agreement is a common settlement fund obtained for the benefit of all the FLSA Collective Members and means the total amount of settlement money to be paid by Defendants as part of this Agreement that is set aside to pay Named Plaintiff, FLSA Collective Members, FLSA Collective Counsel for fees and expenses, the costs of administering this Settlement by the Third Party Administrator, the service award to the Named Plaintiff, and applicable federal, state, and/or local payroll taxes. The amount of the Settlement Fund for the FLSA Collective is four million two hundred thousand dollars (\$4,200,000.00).

1.18 "Third Party Administrator" ("TPA") who the parties have mutually agreed upon to administer the Notice, Consent and Release forms, collection of funds from Defendants,

determination of payroll tax amounts, preparation and payment of the settlement checks, and preparation of related tax forms, as well as any other obligations set forth in this Settlement Agreement, is Arden Claims Services, LLC.

II. RECITALS

2.1 Defendants employ mortgage loan originators, loan officers and similar job titles (collectively “MLOs”) throughout the United States. Defendants maintain one of their principal places of business in Oswego, Illinois.

2.2 FLSA Collective Counsel conducted a thorough investigation into the facts of the Civil Action, including the discovery of documents concerning employment agreements related to the allegations of the Named Plaintiff on behalf of the FLSA Collective Members, voluminous payroll and timekeeping records, and the review of expert calculations and reports regarding payroll data. FLSA Collective Counsel diligently pursued an investigation of the Named Plaintiff’s and FLSA Collective Members’ claims against Defendants by interviewing FLSA Collective Members, obtaining declarations, reviewing documents and data, and retaining an expert witness. Based on their investigation and evaluation, the Named Plaintiff and FLSA Collective Counsel are of the opinion that the terms set forth in this Settlement Agreement are fair, reasonable, and adequate and in the best interests of the FLSA Collective Members in light of all known facts and circumstances, including the risk presented by the defenses asserted by Defendants, the risk of potential future decertification of a FLSA collective, the risk of partial summary judgment, and the delays associated with the litigation process, trial and possible appeal.

2.3 It is the desire of the Parties to fully, finally, and forever settle, compromise, and discharge all disputes and claims arising from or related to Counts I through IV of the Civil Action and all other wage related claims described in the “Released Claims.”

2.4 It is the intention of the Parties that this Settlement Agreement shall constitute a full and complete settlement and release by the Named Plaintiff and participating FLSA Collective Members of Counts I through IV of the Civil Action and also of the Released Claims against the Released Parties.

2.5 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in Counts I through IV of the Civil Action, and all other wage related claims described in the “Released Claims.”

2.6 This Agreement is a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Parties or the Released Parties. The Parties further acknowledge and agree that neither this Agreement nor the Settlement shall be used to suggest an admission of liability in any dispute that any of the Parties may have now or in the future with respect to any person or entity. Neither this Agreement, anything in it, nor any part of the negotiations that occurred in connection with the creation of this Settlement, shall 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.

III. ATTORNEYS’ FEES, LITIGATION COSTS, AND SETTLEMENT ADMINISTRATION COSTS

3.1 Subject to Court approval of this Settlement Agreement in its entirety, the Defendants will pay FLSA Collective Counsel one-third (1/3) of the common Settlement Fund for attorneys’ fees and \$15,278.46 for expenses and costs incurred by FLSA Collective Counsel in the prosecution of the FLSA Collective Members’ claims in this matter from the common settlement fund. This payment should be made from the funds provided to the TPA (see Section 5.1 regarding funding). Payment of the attorneys’ fees, expenses and costs must be made by the TPA within fourteen calendar (14) days of the Approval Order. Defendants will not oppose the Named Plaintiff’s motion for approval of attorneys’ fees and expenses as represented herein. The Defendants shall issue an IRS Form 1099 for the attorneys’ fees and expenses payment in the normal course of business, and any and all taxes relating to the payments described in this paragraph shall be the sole responsibility of FLSA Collective Counsel.

3.2 Except for the fees, costs and other expenses set forth in this Section 3, the Parties shall bear responsibility for their own fees, costs and expenses incurred by them or arising out of

the litigation associated with this Civil Action and will not seek reimbursement thereof from any party to this Agreement or the Released Parties.

3.3 Payment to the Third Party Administrator shall be deducted from the common Settlement Fund that is transferred to the TPA as set forth in Section 5.1 herein.

IV. ALLOCATION OF THE SETTLEMENT FUND

4.1 Each FLSA Collective Member shall be paid a pro-rata portion of the Net Settlement Fund for the FLSA Collective based on the compensation allegedly due to the FLSA Collective Members as determined by their expert witness, Dr. Liesl Fox, PhD, and adopted by Defendants as the offer of settlement to each FLSA Collective Member. Under this manner, the Parties have agreed that no FLSA Collective Members' prorated amount of the Net Settlement Fund shall be lower than \$400.00. In determining the amount of compensation allegedly due to each of the FLSA Collective Members, Dr. Fox analyzed the payroll and timekeeping data provided by Defendants for each of the FLSA Collective Members and the average number of hours each FLSA Collective Member allegedly worked each workweek, and determined, based on the weekly compensation, the minimum wage and overtime time pay due to each of the FLSA Collective Members. The methodology agreed upon by the Parties is defined above as the Plan of Allocation. The payouts to the FLSA Collective Members from the Net Settlement Fund under this methodology have been determined and are attached hereto as Exhibit C.

4.2 For his service to FLSA Collective Members and in recognition of the benefit he created for the FLSA Collective Members, the Named Plaintiff Bart Gabe will receive a service payment in the amount of \$15,000.00. The TPA shall pay this amount by the Payment Deadline, shall be in addition to any payment made to Named Plaintiff pursuant to Section 4.1, and will be administered from the Settlement Fund. The TPA shall issue an IRS Form 1099 for this service payment in the normal course of business, and any and all taxes relating to such payments shall be the sole responsibility of Named Plaintiff.

4.3 Each settlement payment set forth on Exhibit C will be reported to the IRS as follows: one-half (1/2) of such payment will be designated as lost wages for tax purposes with

payroll taxes withheld, and each FLSA Collective Member will receive an IRS Form W-2 for this portion of the settlement payment in the normal course of business; and one-half (1/2) of such payment will be designated as liquidated damages for tax purposes, and each FLSA Collective Member will receive an IRS Form 1099 for this portion of the settlement payment, if required, in the normal course of business. The Third Party Administrator will calculate and deduct from the payments the amounts of tax withholding regarding the one-half attributable to lost wages, and any payment for the employer's share of payroll taxes shall also be deducted from the Net Settlement Fund. The TPA shall withhold taxes the amount allowed under the IRS Code and regulations for recipients of class action wage payments. All other taxes relating to the payments made pursuant to this paragraph shall be the sole responsibility of the FLSA Collective Members.

4.4 The face of each check, or bolded language of a notice enclosed with each check, shall clearly state that the check must be negotiated within ninety (90) calendar days or will otherwise expire, and such payment will no longer be required. On the back of said checks, and above the endorsement line, it shall state:

"By negotiating this check, I agree to consent to join and participate in *Gabe v. Allied First Bank* Civil Action (N.D.Ill. case no.: 23-cv-0915) and related Settlement and hereby release all Released Claims against Released Parties as set forth in the Settlement Agreement."

4.5 Payments made under this Agreement are not intended to and will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under any bonus, pension, and retirement programs of Defendants or 401(k) plans that may be maintained by Defendants, or their parents or affiliates. Nor will such payments count as earnings or compensation with respect to, or be considered to apply to, or be applied for purposes of any bonus, pension, and retirement programs of Defendants or 401(k) plans that may be maintained by Defendants, or their parents or affiliates. Defendants retain the right, if necessary, to modify the language of their benefit plans and pension, bonus and other programs, if necessary, to make clear that any amounts paid pursuant to this Settlement Agreement are not for hours worked, hours paid

or any similar measuring term as defined by any plans and programs for purposes of eligibility, vesting, benefit accrual or any other purpose. Nothing in this Agreement shall be deemed to reinstate employment or change the dates of employment for any individual not currently employed by Defendant.

V. FUNDING, NOTICE & PAYMENT TO THE FLSA COLLECTIVE MEMBERS

5.1 Within fourteen (14) days of the filing of the motion and memorandum for approval of this Settlement Agreement with the Court, the Defendants shall send to the Third Party Administrator (“TPA”) in an Excel spreadsheet, the name, last known mailing address, email address, and mobile phone number for the FLSA Collective Members. Within seven days (7) of the Approval Date, Defendants shall wire the Settlement Fund amount to the TPA per its instructions. By the Payment Deadline for the FLSA Collective Members (*see* section 1.12), the TPA will send the Notice, Consent and Release Form attached hereto as Exhibit B, along with the check for the payment described in section 4.3, to each FLSA Collective Member via first class mail. If any envelope is returned as undeliverable, Defendants shall provide the TPA with the last four (4) digits of the social security number for that recipient which will assist in locating their current mailing address. Also, by the Payment Deadline for the FLSA Collective Members, the TPA shall send an email and text message to each FLSA Collective Member to the last know email address and mobile phone number stating a settlement agreement has been reached by the Parties in this Civil Action, informing them of the mailing address the settlement notice and payment were sent, and also containing a hyperlink to a website created by the TPA whereby Class Members can receive information regarding this Settlement as set forth in Exhibit B and can provide updated mailing addresses as necessary. Defendants at their discretion can also send to FLSA Collective Members who are currently employed an internal written communication regarding this Settlement Agreement. The Parties shall jointly agree to the content—and any related processes—regarding these communications and the contents of any website created by the TPA.

5.2 The Parties agree to the Notice, Consent and Release form attached as Exhibit B to the FLS Collective Action members which will explain how each FLSA Collective Member’s

settlement share was calculated based on the Plan of Allocation and will inform them that the terms of the Settlement have been approved by the Court. It will explain how to consent to join this Civil Action in order to Participate in this Settlement. It will also inform them of the claims they will be releasing against the Release Parties if they chose to consent to join and participate in this Settlement. Finally, it will inform them of their rights not to participate in this Settlement and the right to pursue their claims on their own if they so choose.

5.3 Each Notice Consent and Release form shall also provide FLSA Collective Members with the FLSA Collective Counsel's contact information.

5.4 The TPA shall inform the Parties on the date(s) that each of the events set forth in Section 5.1 occur.

5.5 Thirty days (30) after the Notice and Release Form and settlement checks have been mailed, for any FLSA Collective Members who have not yet cashed or otherwise negotiated their checks, the TPA will provide a reminder notice of the Settlement via U.S. Mail, text message, and email reminding them of this Settlement. The Parties shall agree upon the content of this communication.

5.6 One hundred and twenty days (120) after the Payment Deadline, the TPA shall send to the Parties' counsel a list of all FLSA Collective Members who negotiated their settlement checks.

5.7 To the extent that any FLSA Collective Members decline the opportunity to participate in the Settlement by not negotiating their settlement check within the 90 days of mailing, the portion of the Net Settlement Fund for said FLSA Collective Members shall revert to Defendants.

VI. RELEASES BY SETTLEMENT CLASS MEMBERS

6.1 By operation of this Agreement and except as to such rights or claims as may be created by this Agreement or those non-waivable by law, the Named Plaintiff, for himself, and Named Plaintiff and FLSA Collective Counsel, on behalf of the FLSA Collective Members, and their respective heirs, beneficiaries, designees, legatees, executors, administrators, successors-in-

interest, and assigns hereby irrevocably and unconditionally forever and fully release from, and covenant not to sue Defendants and the Released Parties for, the Released Claims for the FLSA Collective. Depositing of checks issued pursuant to Section 4.4 above shall be deemed as the FLSA Collective Members consent to opt-in to the case and resolve the Released Claims .

6.2 Each FLSA Collective Member who negotiates any settlement check shall be deemed to and shall have knowingly and voluntarily waived, released, discharged and dismissed the Released Claims against the Released Parties, with full knowledge of any and all rights they may have, and they hereby assume the risk of any mistake in fact in connection with the true facts involved, or with regard to any facts which are now unknown to them.

VII. NON-ADMISSION

7.1 Defendants expressly deny any wrongdoing associated with the claims in the Civil Action and make no admission of liability. Defendants maintain that they have complied with applicable federal, state, and local laws at all times. It is expressly understood and agreed by the Parties that this Agreement is being entered into by Defendants solely for the purpose of avoiding the cost and disruption of ongoing litigation and any claims asserted in this Civil Action. Nothing in this Agreement, the settlement proposals exchanged by the Parties, or any motions filed or orders entered pursuant to this Agreement, may be construed or deemed as an admission by Defendants of any liability, culpability, negligence, or wrongdoing and this Agreement, including its provisions, its execution, and implementation, including any motions filed or orders entered, shall not in any respect be construed as offered or deemed admissible as evidence, or referred to in any arbitration or legal proceeding for any purpose, except in an action or proceeding to approve, interpret, or enforce this Agreement.

7.2 In the event that the Court does not approve this Agreement, the Parties agree that this Agreement is not meant to be, and will not be, construed as an admission that Defendants are liable for liquidated damages or any other damages. Further, in the event the Court does not approve this Agreement, Defendants reserve the right to deny that it engaged in activity that would warrant liquidated damages.

VIII. DUTIES OF THE PARTIES TO OBTAIN COURT APPROVAL

8.1 FLSA Collective Counsel shall prepare an unopposed motion and memorandum for approval of this Settlement. Defense Counsel shall review and approve before filing. In connection with the approval by the Court of the Settlement, and consistent with any direction provided by the Court, FLSA Collective Counsel and Defense Counsel will submit a proposed Order Determining Good Faith and Granting Approval of Settlement for the Court's review and consideration attached hereto as Exhibit A. Such proposed Order will:

- (a) Grant final approval to the Agreement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- (b) Find that any FLSA Collective Member who negotiates his or her settlement check is deemed to have consented under § 216(b) of the Fair Labor Standards Act to join this Civil Action;
- (c) Dismiss the Civil Action on the merits and with prejudice and permanently bar all FLSA Collective Members who negotiate any settlement check from prosecuting against any Released Parties any of the Released Claims for the FLSA Collective; and
- (d) Retain jurisdiction to enforce the terms of the Agreement.

IX. PARTIES' AUTHORITY

9.1 The signatories hereby represent that they are fully authorized to enter into this Agreement and to bind the Parties hereto to the terms and conditions hereof.

9.2 All of the Parties acknowledge that they have been represented by competent, experienced counsel throughout all negotiations, which preceded the execution of this Agreement, and this Agreement is made with the consent and advice of FLSA Collective Counsel and Defense Counsel, who have jointly prepared this Agreement.

X. MUTUAL FULL COOPERATION

10.1 The Parties agree to use their best efforts and to fully cooperate with each other to accomplish the terms of this Agreement, including but not limited to, execution of such documents,

and to take such other action as may reasonably be necessary to implement and effectuate the terms of this Agreement.

XI. SETTLEMENT OF DISPUTES

11.1 All disputes relating to this Agreement and its implementation shall be within the continuing jurisdiction of the Court over the terms and conditions of this Agreement, until all payments and obligations contemplated by the Agreement have been fully carried out.

XII. NOTICES

12.1 Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Named Plaintiff or any other FLSA Collective Member:

Brendan J. Donelon
DONELON, P.C.
4600 Madison, Ste. 810
Kansas City, MO 64112
816-221-7100
Facsimile: 816-709-1044
brendan@donelonpc.com

-and-

Rowdy B. Meeks
Rowdy Meeks Legal Group LLC
8201 Mission Rd., Suite 250
Prairie Village, KS 66208
Main: 913 766-5585
Direct: 913 766-5587
Cell: 816 215-6370
Fax: 816 875-5069
www.rmlegalgroup.com

To the Defendants:

Michael J. Mauro, Esq.
Milman Labuda Law Group, PLLC

3000 Marcus Avenue, Ste. 3W8
Lake Success, NY 11042
(516) 303-1380 - (direct)
(516) 328-8899 - (office)
(516) 328-0082 - (fax)
michael@mllaborlaw.com

Frank Giglio, Esq.
Chief Legal Officer
Servbank Holdco, Inc.
1800 Walt Whitman Road, Suite 130
Melville, NY 11747
frank.giglio@servbank.com

XIII. AMENDMENTS/MODIFICATION

13.1 No waiver, modification, or amendment of the terms of this Agreement and/or its attachments shall be valid or binding unless in writing, signed by and on behalf of all of the Parties, and then only to the extent set forth in such written waivers, modifications, or amendments, and approved by the Court.

XIV. ENTIRE AGREEMENT

14.1 This Settlement Agreement and its attachments constitute the entire agreement between the Parties concerning Plaintiff's and the FLSA Collective Members' claims asserted in the Civil Action. No extrinsic oral or written representations or terms shall modify, vary, or contradict the terms of this Agreement. In the event of any conflict between this Agreement and any other Settlement-related document, the Parties intend that this Agreement shall be controlling.

XV. CONTINUING JURISDICTION

15.1 The Parties request that the Court retain continuity and exclusive jurisdiction over the Parties for the purposes of the administration and enforcement of this Agreement. Approval of the Agreement will not depend upon the Court granting this request and the fact that the Court declines to exercise such jurisdiction will not impact the enforceability of this Agreement.

XVI. COUNTERPARTS

16.1 This Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Agreement, which shall be binding upon and effective as to all Parties.

XVII. NO THIRD-PARTY BENEFICIARIES

17.1 This Agreement shall not be construed to create rights in, or to grant remedies to, or to delegate any duty, obligation, or undertaking established herein to any third party as a beneficiary of this Agreement.

XVIII. BINDING AGREEMENT

18.1 This Agreement shall be binding upon, and inure to the benefit of, the Parties and their affiliates, agents, employees, beneficiaries, heirs, executors, administrators, successors and assigns.

XIX. VOIDING THE AGREEMENT

19.1 In the event this Agreement, or any amended version agreed upon by the Parties does not obtain judicial approval for any reason, this Agreement shall be null and void in its entirety, unless expressly agreed in writing by all Parties.

XX. POST SETTLEMENT CONTACT WITH CLASS COUNSEL

20.1 If FLSA Collective Counsel is contacted by any FLSA Collective Member who failed to timely participate in this Settlement as set forth herein, and wishes to make a similar claim as alleged in this Legal Action, FLSA Collective Counsel agrees to provide written notice of the same to Defense Counsel identified in section 12.1 so Defendants can determine if they would like to make the same or similar offer of resolution that said FLSA Collective Member would have received had he, she or they participated in this Settlement. Under such circumstances, FLSA Collective Counsel will not seek any additional fees or expenses for such communications or settlements.

XXI. GOVERNING LAW

21.1 This Agreement, and the exhibits hereto, shall be considered to have been negotiated, executed, and delivered, and to have been wholly performed in the State of Illinois, and the rights and obligations of the Parties shall be construed and enforced in accordance with,


and governed by, the substantive laws of the State of Illinois without giving effect to that state's choice of law principles.

XXII. PRIVACY OF DOCUMENTS AND INFORMATION

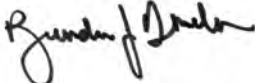
22.1 Named Plaintiff, the FLSA Collective Members, and FLSA Collective Counsel agree that they will not disclose to any third parties, or use for any purpose, confidential documents and confidential information obtained in the course of the litigation, including information exchanged pursuant to settlement discussions, except that this Section shall not apply in any action to enforce or interpret the terms of this Agreement, and also shall not apply to the extent that any party is required by subpoena or other legal process to disclose this information (in which event, the Party receiving any such subpoena, order, or other legal process shall give written notice to the other Party pursuant to the provisions of Section 13 at least seven (7) days prior to responding). The terms of the Agreed Protective Order, as approved by the Court, shall continue to remain in full force and effect, notwithstanding anything to the contrary in this Agreement.

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

Dated: Feb. 9, 2024

By: 
Named Plaintiff - Bart Gabe

Dated: Feb. 9, 2024

DONELON, P.C.

By: _____
Brendan J. Donelon
4600 Madison, Ste. 810
Kansas City, Missouri 64112

THE ROWDY MEEKS LEGAL GROUP, LLC

DocuSigned by:

Rowdy Meeks

By: 8A025DBAA3414D1...

Rowdy B. Meeks
8201 Mission Rd., Suite 250
Prairie Village, KS 66208

Attorneys for Bart Gabe and the FLSA Collective Members

Dated: 2/9/2024, 2024

Allied First Bank, S.B.

Allied First Bancorp, Inc.

DocuSigned by:

Stavros Papastavrou

By: 74E8B753E43041A...

Name Printed: Stavros Papastavrou

Title: Chairman

Dated: February 12, 2024

Defendants

DocuSigned by:

Frank Giglio

By: 54126C0D7F5D496...

Frank Giglio

Chief Legal Officer

Servbanc HoldCo. Inc.

Dated: February 12, 2024