

## SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Settlement Agreement and General Release (the “Agreement”) is entered into by Gilda Guzman (“Guzman” or “Plaintiff”) on the one hand and Burns & Wilcox, LTD (the “Company” or Defendant) on the other hand (together the “parties”). This agreement is subject to court approval.

Plaintiff was employed by Defendant;

Plaintiff filed an action (the “Action”) in the United States District Court for the Northern District of Georgia (the “Court”) captioned, *Gilda Guzman v. Burns & Wilcox, LTD.*, Civil Action No. 1:24-CV-01272-AT, asserting claims against the Defendant for alleged violations of the Fair Labor Standards Act (“FLSA”);

At mediation the parties agreed to settle this matter via a mediator’s proposal which was accepted by both parties.

The parties desire to settle any and all disputes arising under the FLSA between them, including but not limited to all FLSA claims asserted in the Action in accordance with the terms agreed upon by the parties at mediation;

The parties agree the settlement set forth herein provides a fair and reasonable compromise of a *bona fide* FLSA dispute;

In consideration of the covenants and agreements set forth below, the parties execute this Agreement, agreeing as follows.

### **I. PAYMENT AND CONSIDERATION.**

- A. In consideration of the release of her claims for unpaid wages under the FLSA and the dismissal of the Action *with prejudice*, Burns & Wilcox, LTD agrees it will pay Guzman the total amount of \$264,000.00 (the “Settlement Amount”). The terms of payment are detailed below.
  - a. Burns & Wilcox, LTD will pay Plaintiff Gilda Guzman a gross total of \$132,000.00 in compensation for her FLSA damages as follows:
    - i. Within 10 days of the effective date of this Agreement, the Company will issue a check in the amount of \$66,000.00, less applicable taxes and withholdings, payable to Gilda Guzman representing alleged unpaid wages and reported on an IRS Form W2. Guzman will provide the Company with an updated IRS Form W4 for the determination of her applicable taxes and withholdings;
    - ii. Within 10 days of the effective date of this Agreement, the Company will issue a check in the amount of \$66,000.00 payable to Gilda Guzman representing alleged liquidated damages and reported on an IRS Form 1099.

- iii. Within 10 days of the effective date of the Agreement, the Company will issue a check in amount of \$132,000.00 payable to Parks, Chesin & Walbert, P.C. and reported on an IRS Form 1099 for the payment of attorneys' fees and costs. The parties agree the portions of the Settlement Amount issued for the payment of attorneys' fees and costs were negotiated for separately from and without regard to the amounts Guzman claimed for unpaid wages.

- B. **Acknowledgments Regarding Settlement Payments.** Plaintiff assumes full responsibility for all federal, state and local taxing authorities and agrees to indemnify and hold Defendant or any entities or individuals affiliated with Defendant harmless from any and all tax consequences, including interest, penalties, fines or attorneys' fees, arising out any taxes owed by Plaintiff in connection with the payment of the Settlement Amount. The Settlement Amount is the total and sole consideration to be paid by Defendant to Plaintiff for this Agreement and includes all costs and attorneys' fees. It is expressly understood that the Settlement Amount is paid to and accepted by Plaintiff in full settlement of all alleged damages arising out of the subject matter of this Agreement, whether known or unknown and whether or not ascertainable at the time of the execution of this Agreement.
- C. The Company will pay all fees and costs owed to Miles Mediation and/or Tanya Tate arising from the parties' April 29, 2025 mediation.

## II. **AGREEMENT SUBJECT TO COURT APPROVAL & DISMISSAL OF THE ACTION WITH PREJUDICE.**

- A. This Agreement is subject to approval by the Court. Upon full execution of this Agreement, the parties agree to file a Joint Motion to Approve Settlement Agreement and for Dismissal with Prejudice.
- B. The parties agree that following the dismissal of the Action, the Court shall retain jurisdiction over the Action to enforce the terms of the Agreement if necessary.

## III. **KNOWING AND VOLUNTARY MUTUAL GENERAL WAIVER AND RELEASE.**

- A. In consideration of the Settlement Amount specified in Section I, the sufficiency of which is hereby acknowledged, Guzman releases Defendant from all claims for unpaid overtime wages under the FLSA, 29 U.S.C. § 201, *et seq.*
- B. In return for consideration independent from and in addition to the Settlement Amount specified in Section I of this Agreement, including Defendant's mutual release of its claims against Plaintiff and agreement to provide Plaintiff with a neutral work reference as described below, the receipt and sufficiency of which is hereby acknowledged, Plaintiff hereby knowingly and voluntarily releases and forever discharges, both jointly and severally, Defendant, Defendant's corporate subsidiaries, sister companies, sister parent companies, parents and affiliates, including but not limited to Burns & Wilcox, LTD, AJK Enterprises, Inc., H.W. Kaufman Financial Group, Inc., and their current and former owners, members, officers, directors, employees, shareholders, attorneys, servants, agents, representatives and insurers, together with their predecessors, successors and assigns (hereinafter

collectively referred to as “Releasees”), from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity (hereinafter collectively referred to as “Released Claims”), whether known or unknown, which Plaintiff ever had, now has, or may or might in the future have against the Releasees, arising out of events or occurrences arising at or before the effective date of this Agreement, including, but not limited to: (i) those claims which were or could have been asserted in the Litigation; (ii) those claims arising under the FLSA; (iii) those claims arising under any other federal or state fair employment practices or wage and hour statute, or any ordinance promulgated by any county, municipality, or other state or federal subdivision; (iv) those claims for intentional or negligent infliction of emotional distress or outrageous conduct; (v) those claims for breach of contract (express or implied, in fact or in law, oral or written), or any duty or implied covenant of good faith and fair dealing; (vi) those claims for breach of fiduciary duty, fraud, misrepresentation, breach of right of privacy, libel, slander, defamation or tortious conduct of any kind; (vii) those claims for interference with business relationships, contractual relationships, or employment relationships of any kind; (viii) those claims arising from or in reliance upon any statute, regulation, rule or ordinance (local, state or federal); (ix) any and all other claims arising under law or in equity; and (x) any and all other claims which Plaintiff ever had, now has, or may or might in the future have arising by reason of or in any way connected with any relationship which may have existed prior to or on the effective date of this Agreement hereof between the parties, provided, however, that this Agreement does not waive rights or claims that may arise after the effective date of this Agreement.

- C. Defendant likewise knowingly and voluntarily releases and forever discharges Plaintiff from any and all actions, causes of action, suits, debts, dues, sums of money, accounts, damages, judgments, claims and demands whatsoever, in law or in equity whether known or unknown, which Defendant ever had, now has, or may or might in the future have against Plaintiff, arising out of events or occurrences arising at or before the effective date of this Agreement.
- D. The Company agrees that the response to any reference inquiry as to Guzman will be limited to Guzman’s job position, title, and the dates of Guzman’s employment with Burns & Wilcox, LTD.
- E. The parties warrant that they have not filed or assigned or transferred to any other person any claim released in this Section. In the event of such filing, assignment, or transfer, Plaintiff agrees to indemnify and hold harmless the Releasees and Defendant agrees to indemnify and hold harmless Plaintiff from and against any liability, loss, cost (including attorney’s fees), expense, settlement, or judgment arising out of such filing, assignment, or transfer.
- F. The parties further acknowledge and covenant that, in consideration for the agreements and commitments set forth herein, they have knowingly relinquished, waived and forever released any and all damages and remedies which might otherwise be available to them, including, without limitation, claims for contract or tort damages of any type, claims for legal or equitable relief under either federal or state statutory and common law, claims for

backpay or front pay, compensatory damages, punitive damages, liquidated damages, expense reimbursement, reinstatement and recovery of attorney's fees.

- G. The parties further acknowledge and covenant that, in consideration for the agreements and commitments set forth herein, they have knowingly relinquished, waived and forever released any appeal rights that they would have in the Litigation.
- H. The parties are not releasing: (1) any claim that relates to their rights to enforce this Agreement; (2) any rights or claims that arise under facts occurring after their execution of this Agreement; or (3) any claim that cannot be released by law.
- I. The parties acknowledge they have had reasonable and sufficient time to consider whether or not they wish to enter into this Agreement. The parties execute this Agreement knowingly and voluntarily. The parties also acknowledge that no promise or inducement has been offered or made except as set forth in this Agreement.
- J. As part of this consideration for the conditions of the settlement as set forth above, the signatories expressly warrant and represent that: (1) they are legally competent to execute this Agreement; and (2) there are no outstanding subrogation claims or liens of any type or character, by reason of the matters covered by the general release contained herein.
- K. The parties have had the opportunity to consult fully with legal counsel or other advisor prior to signing this Agreement. The parties also acknowledge that before signing this Agreement, they have read and fully understood each paragraph herein.
- L. The Company does not concede or admit that it has violated any law, statute, ordinance, or contract and/or has failed in any duty or obligation whatsoever and/or has committed any tort or engaged in any kind of wrongful conduct. The Company specifically denies that it engaged in any such conduct. The Company enters into this Agreement solely in the interest of avoiding additional costs that would result from further litigation, and Plaintiff acknowledges that the consideration described in this Agreement is adequate and sufficient and represents a full and complete settlement of any claims and/or rights as more fully described in this Agreement.

#### IV. MISCELLANEOUS.

- A. **Effective Date.** The Effective Date of this Agreement shall be the date of the entry of an order by the Court approving this Agreement.
- B. **Mutual Negotiation.** The parties agree this Agreement is the result of negotiations between the parties as to its terms. Any vagueness, ambiguity, or uncertainty found to exist in the terms of this Agreement will not be construed against either party but will be construed with the understanding that the Agreement was jointly prepared by the parties.
- C. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.


- D. ***Successors.*** This Agreement shall be binding upon, enforceable by, and inure to the benefit of the Plaintiff's successors as well as the Defendant and any of the Defendant's successors.
- E. ***Headings.*** Headings used in this Agreement are for reference purposes only and shall not be deemed to be a part of this Agreement.
- F. ***Entire Agreement.*** This Agreement constitutes the entire agreement between Plaintiff and Defendant pertaining to those subjects contained in it and supersedes all prior agreements, representations and understandings between the parties. It is expressly understood and agreed that this Agreement may not be altered, amended, modified or otherwise changed in any respect or particular manner whatsoever except by a writing duly executed by all parties.
- G. ***Severability.*** Each provision of this Agreement is intended to be severable. In the event a portion of this Agreement is held to be legally invalid by a competent court of law, the invalid portion shall be stricken, and all other obligations shall remain valid and mutually binding on the parties and not be affected thereby.
- H. ***Counterparts.*** This Agreement may be executed in any number of counterparts, which counterparts considered together shall constitute a single, binding, valid, and enforceable Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or by electronic mail as a .pdf file shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile or by electronic mail as a .pdf file shall be deemed to be their original signatures for all purposes.

I HAVE CAREFULLY READ AND UNDERSTAND THIS SETTLEMENT AGREEMENT  
AND GENERAL RELEASE, AND I AGREE TO BE BOUND BY ITS TERMS.

  
\_\_\_\_\_  
Gilda C. Guzman (Jun 2, 2025 15:39 EDT)  
**Gilda Guzman**

06/02/2025

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**Burns & Wilcox, LTD**

By: \_\_\_\_\_  
[Burns & Wilcox LTD.'s Representative]

\_\_\_\_\_  
Date