

ATTORNEY GENERAL OF THE STATE OF NEW YORK
LABOR BUREAU

In the Matter of

Assurance No. 20-030

Investigation by LETITIA JAMES,
Attorney General of the State of New York, of

Trade Off, LLC, and Trade Off Plus, LLC,

Respondents.

ASSURANCE OF DISCONTINUANCE

The Office of the Attorney General of the State of New York (“OAG”) commenced an investigation pursuant to New York Executive Law § 63(12) to determine whether Trade Off, LLC, and/or Trade Off Plus, LLC, (collectively referred to herein as the “Respondents”) have engaged in unlawful sex discrimination based on a hostile work environment and retaliation in violation of the Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, 42 U.S.C. § 2000e *et seq.*; New York State Human Rights Law (“NYSHRL”), Executive Law § 290 *et seq.* and the New York City Human Rights Law (“NYCHRL”), New York Administrative Code § 8-101 *et seq.* and to determine whether a proceeding or action should be instituted against the Respondents pursuant to New York Executive Law § 63(12) for violating Title VII, the NYSHRL, and the NYCHRL.

This Assurance of Discontinuance (“Assurance”) contains the conclusions of the OAG’s investigation and the relief agreed to by the OAG and Respondents, acting through their respective directors, officers, employees, representatives, agents, affiliates, or subsidiaries, etc. (collectively, the “Parties”). As stated below, all such conclusions are denied by Respondents.

CONCLUSIONS

Introduction and Background

1. Trade Off, LLC and Trade Off Plus, LLC (referred to jointly as “Trade Off”) provide labor to construction projects around New York City.

2. Trade Off is an employer within the meaning of Title VII, the NYSHRL, the NYCHRL.

3. In or around March 2018, the OAG received complaints from workers of sexual harassment and a hostile work environment at Trade Off. The OAG then commenced an investigation of the Respondents.

4. Over the course of the investigation, the OAG interviewed more than 25 current and former employees of Trade Off and issued subpoenas to Respondents. The OAG reviewed documents and testimony provided by Respondents and certain of their managers.

5. Respondents expressly deny all of OAG’s conclusions as set forth in the Findings, paragraphs 6 to 25 below.

Hostile Work Environment & Retaliation

6. Based on its investigation, the OAG has concluded that:

- a. Trade Off maintained a hostile work environment where female employees were subjected to unlawful conduct by supervisors and managers, including solicitation of sexual favors by supervisors, graphic text and video communications, and regular vulgar comments by male employees;
- b. Trade Off failed to adequately investigate complaints about this conduct, failed to systematically address or take action against unlawful behavior,

and generally took no action or insufficient action against the perpetrators of harassment;

- c. Trade Off retaliated against multiple workers who complained of harassment, including firing multiple workers after they made complaints; and
- d. By this conduct, as described more fully below, Trade Off violated Title VII, the NYSHRL, and the NYCHRL.

Severe Sexual Harassment by Supervisors

7. The OAG investigation concluded that at least seven different Trade Off supervisors harassed female workers.

8. The OAG investigation concluded that supervisors made repeated quid pro quo offers to at least five women to falsify timesheets, and thereby increase female workers' pay, in exchange for sex.

9. The OAG concluded that a Trade Off supervisor forcibly kissed at least two female workers and circulated naked photos and videos of subordinates.

10. The OAG concluded that at least one supervisor regularly tried to touch female workers' buttocks and breasts while at work.

11. The OAG concluded that at least two supervisors sent pictures of their penises to female workers and one sent a video of himself masturbating.

Sexual Harassment by Co-Workers

12. The OAG also concluded that Trade Off employees regularly harassed female workers.

13. The OAG concluded that a worker tried to force a female worker to touch his penis.

14. The OAG concluded that at least two workers exposed their penises to female coworkers and that another worker masturbated in front of a female coworker at a Trade Off worksite.

15. The OAG concluded that male workers repeatedly made vulgar, explicit comments to women. At least four workers regularly tried to touch female coworkers' buttocks and breasts while at work.

16. The OAG also found evidence that at least four workers regularly tried to touch female coworkers' buttocks and breasts while at work.

A Systemic Failure in Training, Protection, and Response to Sexual Harassment

17. The OAG concluded Trade Off's established anti-sexual harassment policy was extremely inadequate in connection with training supervisors and employees, investigating complaints of sexual harassment and protecting workers who were harassed.

18. The OAG concluded Trade Off failed to provide sufficient training to workers and supervisors.

19. The OAG concluded Trade Off failed to adequately respond to nearly all allegations of sexual harassment.

20. The OAG concluded victims and witnesses to harassment repeatedly notified the highest-level management at Trade Off of the instances of harassment, including the current Vice President of Field Operations. Nevertheless, management repeatedly failed to take appropriate action and, in fact, repeatedly intervened to protect the harassers and fire women who complained of harassment.

21. The OAG concluded Trade Off identified some of this behavior by upper-level supervisors in 2016. Specifically, in 2016, the Integrity Monitor, responsible for investigating

employee misconduct, wrote a memo to high-level management complaining of Trade Off's failures to properly address employee issues like sexual harassment or to take appropriate action against workers who perpetrated workplace misconduct.

22. The OAG concluded that in addition to the malfeasance of these managers, Trade Off's training of their employees was inadequate, and Trade Off took no action to limit their supervisory responsibilities.

23. The OAG concluded that Trade Off fired at least 12 women after they complained about sexual harassment, some within a matter of days after making their complaints. The OAG found that one high-level supervisor regularly shared complaints of harassment that he received about an employee with the employee himself, which allowed the employee to antagonize the women who complained about him. The supervisor failed to report these complaints to any supervisors or Human Resources ("HR"), further protecting said employee. This employee then confronted the complainants on several occasions in order to intimidate them and discourage them from complaining about him in the future.

24. OAG concludes that Respondents' Trade Off, and Trade Off Plus, are in violation of Title VII, the NYSHRL, and the NYCHRL.

25. The OAG finds the relief and agreements contained in this Assurance appropriate and in the public interest. THEREFORE, the OAG is willing to accept this Assurance pursuant to Executive Law § 63(15), in lieu of commencing a statutory proceeding for violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; New York State Human Rights Law ("NYSHRL"), Executive Law § 290 *et seq.* and the New York City Human Rights Law ("NYCHRL"), New York Administrative Code § 8-101 *et seq.*, based on the conduct described above from January 1, 2016 through March 10, 2020.

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the parties:

RELIEF

Entities Bound By Assurance

26. This Assurance binds Trade Off, LLC, and Trade Off Plus LLC, their principals, beneficial owners, officers, and shareholders.

Compliance with New York State and City Human Rights Laws Governing Anti-Discrimination Employment Practices

27. Respondents hereby acknowledge that they understand and will comply with all applicable federal, state and city laws, including but not limited to Title VII, the NYSHRL, and the NYCHRL. Respondents acknowledge that in response to any future violation of such laws the OAG may commence a civil action or proceeding in addition to any other appropriate investigation, action, or proceeding, based upon any such future violation.

Programmatic Relief

28. Respondents will begin to implement the relief described in paragraphs 29 to 39 immediately upon the full execution of this Assurance (“the effective date”) and continue to implement the relief for three (3) years from the effective date (“the effective period”).

29. Respondents agree to revise their policies and practices and train their employees and managers on Title VII, the NYSHRL, and the NYCHRL anti-discrimination workplace behaviors and compliance. Specifically, Respondents, in coordination with the Monitor, described *infra*, will submit the following proposed written materials within 45 days of the effective date to the OAG:

- a. Anti-sexual harassment and discrimination workplace policy to be provided to all employees in accordance with state and city laws standards;

- b. Anti-sexual harassment rights and responsibilities poster to be displayed for employees in English and Spanish in an open and obvious place;
- c. Anti-sexual harassment rights and responsibilities notices or fact sheets to be distributed to all current and future employees;
- d. In-person/ or virtual training for current and future employees, foremen, supervisors, and managers on preventing and addressing sexual harassment and retaliation in the workplace and addressing diversity and inclusion issues;
- e. A harassment and discrimination complaint process for, and publicized to, employees, including designated individuals, approved by the OAG, to receive complaints on behalf of Trade Off;
- f. A policy for conducting, documenting, and reporting complaints of sexual harassment and/or discrimination which instructs all supervisors and managers to report complaints of sexual harassment to HR within 24 hours;
- g. Disciplinary procedures for all company personnel who fail to adhere to Trade Off's sexual harassment and reporting policies;
- h. An anti-retaliation policy including protecting workers who raise complaints of discrimination or hostile work environment;
- i. A diversity and inclusion policy, including a plan to recruit and develop female employees; and
- j. A written policy for evaluation of supervisor and manager performances to include a rating of the supervisor or manager's preparedness, behavior, and success in executing the new sexual harassment and retaliation policy. A less-than-satisfactory rating

results in the supervisor or manager being ineligible for pay increases and/or promotion for twelve months.

30. Respondents will disseminate the written policies set forth in paragraph 29 within 30 days of OAG approval. Dissemination shall include posting the written policies at all of Trade Off's offices and worksites; incorporating the written policies in Trade Off's handbook; and sending the policies to current Trade Off employees by email and/or notifying employees by text messages that new policies have been issued and will be distributed in hard copy to employees with their paychecks by regular mail or in person during employees' shifts. The written policies must be disseminated in English, Spanish, and, if employees so request, a different language.

31. Trade Off will conduct all initial trainings set forth in paragraph 29 within two months of OAG approval of the materials set forth therein. Thereafter, new employees will be trained within 30 days of commencing employment with Respondents. Training will continue on an annual basis and must be provided to all employees no less than one time per year throughout the effective period. Trainings shall be in person or virtual and must cover each of the topics set forth in paragraph 29. For employees whose primary language is not English and who so request, Trade Off will provide translation services, or separate trainings, in the applicable language.

32. Acceptance of this Assurance by the OAG is not an approval or endorsement by the OAG of any of Respondents' policies, practices, or procedures, and the Respondents shall make no representation to the contrary.

Monitoring and Oversight

33. Monitor: Trade Off will contract with an experienced, independent monitor, subject to OAG approval, who within 30 days of the signing of this agreement shall begin performing the following functions:

- a. Coordinate with Respondents regarding the creation and revision of employment policies and procedures, including a diversity and inclusion policy, subject to OAG approval;
- b. Train HR, the Integrity Monitor, managers, and all other supervisors on all policies prohibiting sexual harassment and preventing retaliation; and
- c. Train HR at Trade Off on receiving sexual harassment complaints and conducting investigations.

34. For eighteen months from the effective date of this agreement with respect to the Monitor and three years from the effective date of this agreement with respect to the OAG:

- a. Trade Off shall provide the Monitor and the OAG all complaints about sexual harassment, whether orally or in writing, and work with HR and the OAG to investigate and resolve the complaints. The Monitor is permitted to investigate all complaints including having full access to employee records as well as access to all relevant parties, Trade Off personnel, and any third-party monitors.
- b. Trade Off shall provide the OAG and the Monitor with updated contact information for all current employees, addresses of all worksites where each employee has worked, as well as date of hire and end dates of employment for each on a quarterly basis;
- c. The Monitor or the OAG or both shall at all times be permitted to contact employees to ensure effective compliance with the terms of this agreement;
- d. Trade Off shall provide the OAG and the Monitor with information regarding the termination of employment of all female workers, whether initiated by the employee or by Trade Off within thirty days of any such termination;

- e. The Monitor shall provide quarterly reports to the OAG on complaints and investigations.

35. Periodic Compliance Reports: Trade Off shall provide the OAG with a report detailing its compliance with the requirements set forth in this Assurance, paragraphs 29 to 32 (Programmatic Relief), to be submitted to the OAG by three (3) months after this Assurance is executed by all parties. This report shall be in writing and shall set forth in detail the manner and form of compliance with this Assurance. This report shall be signed by Trade Off's President. Thereafter, a report of compliance shall be submitted to the OAG on an annual basis starting July 1, 2021, on July 1, 2022, and a final report by March 1, 2023. Where the circumstances warrant, the OAG may require Trade Off to file an interim report of compliance upon thirty days' notice.

36. Bi-Annual Reports: Trade Off will submit bi-annual reports to the OAG for the next three years. These reports shall include records of training they provided to their employees and information regarding any changes to their policies described in paragraph 29 to 32 and a description of all discrimination or harassment complaints that were made in compliance with the policies and procedures approved by the OAG as referenced in paragraph 29 to 34 (whether orally or in writing) and how they were handled by management.

37. Certification of Compliance on Demand: On an annual basis starting July 1, 2021, on July 1, 2022, and a final report by June 1, 2023, and upon thirty days' written notice from the OAG, Trade Off shall provide the OAG with a certification affirming its compliance with the requirements set forth in this Assurance, paragraphs 29 to 32 (Programmatic Relief).

38. The OAG reserves the right to conduct site visits on a bi-annual basis for the duration of the Assurance but only if the reporting requirements above have not been met.

39. Respondents expressly agree and acknowledge that a default in the performance of any obligation under this agreement during the effective period is a violation of the Assurance, and that the OAG thereafter may commence the civil action or proceeding contemplated in paragraph 25, in addition to any other appropriate investigation, action, or proceeding, and that evidence that the Assurance has been violated shall constitute prima facie proof of the statutory violations described in paragraph 24, pursuant to Executive Law § 63(15). Notwithstanding the foregoing, upon any default in the performance of any obligation during the effective period, the OAG shall give Trade Off written notice of such default and Trade Off shall be afforded 15 days from the date written notice is received by Trade Off in which to cure such default (the “Cure Period”).

Monetary Relief

Payments to OAG

40. Respondents agree to pay **\$1,500,000.00 (“Settlement Fund”)** in resolution of the OAG’s investigation, which will be paid directly to the OAG within seven calendar days of the effective date of this agreement. This amount will be used for distribution as restitution to current or former employees for violations of laws specified in this Assurance as well as being used for attorney’s fees to private counsel Jason Solotaroff representing individual plaintiff workers Javashia Johnson, Tierra Williams, Ashley Foster, Jaleesa McCrimmon, and Rachel Herman.

41. Payment from Respondents to the OAG must be in the form of a wire transfer, and confirmation of wire transfer should be sent to:

Michael Cowles
michael.cowles@ag.ny.gov

The payment and all correspondence related to this Assurance must reference “Assurance No. 20-030.”

42. The OAG has the sole discretion to determine which employees shall be eligible for restitution and damages and to determine the amount of such restitution and damages. Respondents agree to provide reasonable cooperation necessary to locate current and former employees who may be eligible for restitution. In consideration for receiving any monetary award pursuant to this agreement, each employee who receives a monetary award in any amount shall execute a written release of claims to Respondents, which Release shall be provided to Respondents and shall be in the form annexed hereto as Exhibit A.

43. The requirements of this Assurance, other than those in paragraphs 26 and 44 to 46, will expire three years after the effective date,

Non-Dischargeable Judgment

44. In the event of bankruptcy, Respondents expressly agree not to seek to discharge or extinguish the amounts owed as part of this Assurance.

No Retaliation

45. Respondents agree that they shall comply with Title VII, the NYSHRL, and the NYCHRL and shall not in any manner discriminate or retaliate against any of their employees, including but not limited to employees or former employees who cooperated or are perceived to have cooperated with the OAG's investigation of this matter. Respondents agree not to take any adverse action against any of these employees except for legitimate, non-discriminatory reasons unrelated to the OAG's investigation or to any past, present or future participation in any activities involving the exercise of their legal rights under Title VII, the NYSHRL, and the NYCHRL.

46. For all workers who cooperated with the OAG's investigation or were perceived to have cooperated with the investigation, Respondents will provide a neutral reference, stating only the dates that they were employed and all positions held.

Ongoing Cooperation

47. Respondents agree to cooperate with all ongoing requests by the OAG for information to ensure compliance with this Assurance. During the effective period, Respondents agree that the OAG shall have full access to the contact information of its employees in order to reach them by mail, telephone, or electronic means.

Penalty for Non-Compliance

48. If an OAG inspection shows a material violation of paragraphs 27 to 32 of this Assurance, Respondents agree to pay \$15,000.00 in liquidated damages for each material violation, separate and apart from any other penalty or damages associated with the violation, provided that prior to any assessment of liquidated damages, Respondents shall be notified of the violation in writing, effective two days after mailing via first class mail, after which Respondents shall have 20 days to cure the violation.

MISCELLANEOUS

Subsequent Proceedings

49. Respondents expressly agree and acknowledge that the OAG, in order to enforce this Assurance, may initiate a subsequent investigation, civil action, or proceeding, for violations of the Assurance.

- a. Any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance until completion of reporting requirements or closure of the company;
- b. The OAG may use statements, documents or other materials produced or provided by the Respondents prior to or after the effective date of this Assurance solely to enforce compliance with this Assurance;

- c. Subject to the Cure Period provision set forth in paragraph 39 hereof, any civil action or proceeding must be adjudicated by the courts of the State of New York, and that Respondents irrevocably and unconditionally waive any objection based upon personal jurisdiction, inconvenient forum, or venue; and any action based on this Assurance shall be limited in scope and purpose to enforcing the terms of this Assurance.

50. If a court of competent jurisdiction determines that Respondents have violated the Assurance, Respondents shall pay to the OAG the reasonable cost, if any, of obtaining such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.

Effects of Assurance

51. This Assurance is not intended for use by, and shall not be admissible in, any third party in any other proceeding.

52. All terms and conditions of this Assurance shall continue in full force and effect on any successor, assignee, or transferee of the Respondents. Respondents shall include in any such successor, assignment or transfer agreement a provision that binds the successor, assignee, or transferee to the terms of the Assurance. No party may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.

53. Nothing contained herein shall be construed as to deprive any person of any private right under the law. Notwithstanding the foregoing and for the avoidance of doubt, any Release executed in accordance with paragraph 42 hereof shall have the full force and effect of a general release with regard to signatories to the terms set forth in Exhibit A hereto.

54. Any failure by the OAG to insist upon the strict performance by Respondents of any of the provisions of this Assurance shall not be deemed a waiver of any of the provisions hereof, and the OAG, notwithstanding that failure, shall have the right thereafter to insist upon the strict performance of any and all of the provisions of this Assurance to be performed by the Respondents.

Representations and Warranties

55. The OAG has agreed to the terms of this Assurance based on, among other things, the representations made to the OAG by Respondents regarding the employee roster produced during the course of its investigation, as well as the OAG's own factual investigation as set forth in Findings, paragraphs 1 to 25 above. Respondents represent and warrant that they have not knowingly made any material representations to the OAG that omitted identification of those employed during the relevant time period of the investigation. If any material, knowing representations by Respondents are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion. In the event the OAG voids this Assurance, any statute of limitations or other time-related defenses are tolled from and after the effective date of this Assurance.

56. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by Respondents in agreeing to this Assurance.

57. Respondents represent and warrant, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. Trade Off, LLC and Trade Off Plus, LLC.

General Principles

58. Nothing in this Agreement shall relieve Respondents of other obligations imposed by any applicable state or federal law or regulation or other applicable law.

59. Nothing contained herein shall be construed to limit the remedies available to the OAG if Respondents violate the Assurance after its effective date.

60. This Assurance may not be amended except by an instrument in writing signed on behalf of the parties to this Assurance.

61. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

62. Respondents acknowledge that they have entered this Assurance freely and voluntarily and upon due deliberation with the advice of counsel.

63. This Assurance shall be governed by the laws of the State of New York without regard to any conflict of laws principles.

64. The Assurance and all its terms shall be construed as if mutually drafted with no presumption of any type against any party that may be found to have been the drafter.

65. The effective date of this Assurance shall be June 17, 2020. The effective period shall be for three years after the effective date.

66. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

From Respondents to the OAG:

New York State Office of the Attorney General
Michael Cowles, Assistant Attorney General, Labor Bureau
28 Liberty Street, New York, NY 10005
or Michael.cowles@ag.ny.gov

From the OAG to Respondents:

Erin McGinnis
Trade Off LLC
248 West 35th Street, 8th Floor
New York, NY 10001
or emcginnis@crlegalgroup.com

Any changes in the person to whom communications should be specifically directed shall be made in writing in advance of the change.

67. This Assurance may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. For purposes of this Assurance, copies of signatures shall be treated the same as originals. Documents executed, scanned, and transmitted electronically and electronic signatures shall be deemed original signatures for purposes of this Assurance and all matters related thereto, with such scanned and electronic signatures having the same legal effect as original signatures.

IN WITNESS WHEREOF, this Assurance is executed by the parties hereto on this 17th day of June, 2020.

LETITIA JAMES

Attorney General of the State of New York

By: 

Michael Cowles

Jessica Agarwal


Assistant Attorneys General

Labor Bureau

28 Liberty Street

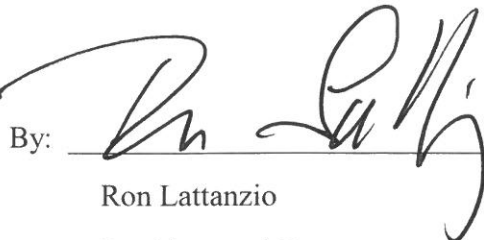
New York, New York 10005

Dated: June 17, 2020

By: 
Ron Lattanzio
On Behalf of Trade Off, LLC
and Trade Off Plus, LLC
68 Whitehall St.
Lynbrook, NY 11563

Dated: June 17, 2020

Trade Off, LLC


By: 
Ron Lattanzio
President and Owner

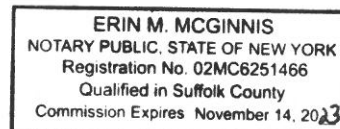
STATE OF NY)
) ss.:
COUNTY OF NY)

On the 17 day of June in the year 2020 before me personally came Ron Lattanzio to me known, who, being by me duly sworn, did depose and say that he resides in MC; that he is the President and sole owner of Trade Off, LLC, the corporation described in and which executed the above instrument.

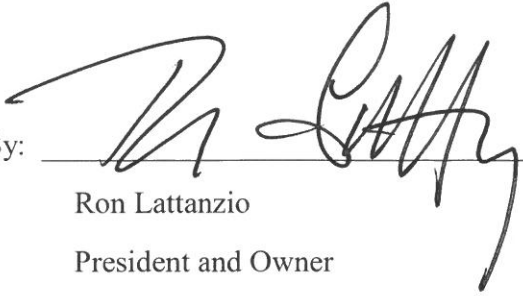
Sworn to before me this

17 day of June, 2020


NOTARY PUBLIC



Trade Off Plus, LLC


By: 
Ron Lattanzio
President and Owner

STATE OF NY)
) ss.:
COUNTY OF NY)

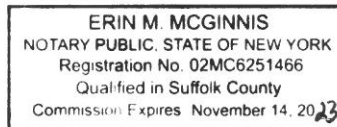
On the 17 day of June in the year 2020 before me personally came Ron Lattanzio to me known, who, being by me duly sworn, did depose and say that he resides in NYC; that he is the President and sole owner of Trade Off Plus, LLC, the corporation described in and which executed the above instrument.

Sworn to before me this

17 day of June, 2020



NOTARY PUBLIC



GENERAL RELEASE AGREEMENT

This General Release Agreement (the "Agreement") is entered into by and among myself, _____, Trade Off, LLC and Trade Off Plus, LLC (Respondents).

WHEREAS, by way of this Agreement, Respondents and I (collectively, the "Parties") desire to fully and finally resolve and settle in full my claims in connection with my employment with Trade Off and/or Trade Off Plus; and

WHEREAS, this Agreement constitutes a reasonable compromise of my claims, Respondents' defenses, and of the bona fide dispute between the Parties.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, and incorporating the above "Whereas" clauses in this Agreement, the Parties agree as follows:

In consideration of the payment to me by Respondents of the gross sum of _____ (\$_____) (the "Settlement Amount"), representing payments to me for all alleged damages, including alleged compensatory damages, alleged economic damages, alleged physical injury damages, alleged emotional distress damages, fees and costs, and other valuable consideration set forth elsewhere in this Agreement, to which I am not otherwise entitled, I hereby release and forever discharge Respondents, their parent companies, affiliates, predecessors, successors, and subsidiaries, Construction and Realty Services Group, Inc. and Construction Realty Safety Group, Inc. as well as their current and former officers, directors, shareholders, and employees, including, but not limited to, Ronald Lattanzio, as well as all agents, brokers, attorneys and insurers, and all heirs, executors, administrators, agents, successors, and assigns (all of whom are hereinafter collectively referred to as "Released Parties"), from any and all claims relating to harassment, hostile work environment, retaliation, discrimination and wage and hour violations (collectively, the "Released Claims"), including but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e) *et seq.*, the New York State Human Rights Law, New York Executive Law, as amended, § 290 *et seq.*; and the New York City Human Rights Law, New York City Administrative Code, as amended, § 8-101 *et seq.*, as well as claims for back wages.

This Release includes any and all claims for penalties pursuant to the Released Claims, including liquidated, exemplary, and/or punitive damages, and any and all claims for interests, costs, attorneys' fees, equitable relief, medical costs, reimbursements or other expenses that I/Releasor may have otherwise recovered by pursuing the Released Claims.

Except as otherwise provided for in this Release, I agree not to file or pursue a complaint in any court or other tribunal against the Released Parties with respect to any Released Claim. I promise and represent that I will withdraw, with prejudice, any and all outstanding administrative complaints or charges filed with any federal, state, and local agencies/administrative body, including but not limited to the EEOC, the New York State Division of Human Rights, and the New York City Commission of Human Rights, and will also withdraw with prejudice all judicial

actions, lawsuits, claims, demands or actions pertaining to a Released Claim pending against any Released Party, both individual and in their/its official capacities.

Nothing in this Release will be construed to prevent me from communicating freely with the Equal Employment Opportunity Commission or the New York State Division of Human Rights or any other federal, state or local law enforcement agency concerning the Released Claims. However, this Release does prohibit me from obtaining any additional monetary relief based on any such filing concerning the Released Claims. This Release also prohibits me from obtaining any additional monetary relief in any lawsuit in court or in any proceeding of any kind concerning the Released Claims, whether instituted by me or by anyone on my behalf against Respondents or any of the other Releasees to the extent the lawsuit or proceeding is based upon the subject matter of the Released Claims and concerned conduct occurring prior to June __, 2020.

Nothing in this Release implies or requires confidentiality related to any of the Released Claims, my employment at Trade Off, or the investigation of the Released Claims.

I also acknowledge that I am solely responsible for complying with any tax requirements that I may have as a result of my receipt of payment in connection with this Release and that I am fully responsible for any penalties and interest associated with late or unpaid taxes on any settlement amount I receive in connection with this Release. I agree to hold the Released Parties harmless, and indemnify the Released Parties fully, from any payment the Released Parties may be required to make to any taxing authority as a result of my failure to pay taxes that I owe related to the payment of this Settlement Amount.

I warrant and represent that if there is a Medicare or Medicaid lien against the amount paid to me under this agreement that it is solely my obligation to satisfy any and all liens and/or subrogation interests of any kind, including but not limited to any past and/or future liens, and including but not limited to any lien of or relating to legal services, healthcare services, held by Medicare, and/or Medicare Advantage and/or Medicaid against the amount paid to me under this Agreement. I shall fully indemnify, defend, exonerate, and hold harmless the Released Parties from and against any claim by any subrogated interest and/or lienholder arising from the settlement and/or from payment by or on behalf of the Released Parties, individually and/or collectively, including but not limited to the costs of any litigation and/or attorneys' fees. The parties believe that the settlement terms have adequately considered any actual and/or potential interest Medicare, Medicaid, Medicare Advantage Plan and/or any third party has or may have. In no event do the settlement terms reflect any attempt to shift responsibility for any payment to Medicare, Medicaid or Medicare Advantage.

The Parties acknowledge that this Agreement does not constitute an admission by Respondents of any wrongful action or violation of any federal or state statute, or common law rights, including those relating to the provisions of any law or statute concerning employment actions, or any other possible or claimed violation of law or rights, or an admission by Respondents that my claims have merit.

This Agreement shall not be interpreted in favor of or against either party.

I acknowledge that I have not divested, hypothecated, or otherwise bargained away any interest I possess in my purported claims. I acknowledge and represent that I know of no other person or

entity that holds a remunerative interest in any plausible legal claims I could assert, and I acknowledge and represent that there are no other persons or entities with standing to bring any plausible legal claims that could have been asserted by me.

This Agreement contains all the terms and conditions agreed upon by the Parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Agreement shall be deemed to exist, or to bind the Parties hereto, or to vary the terms and conditions contained herein.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provisions of this Agreement, which shall remain in full force and effect.

This Agreement may only be modified, altered or changed in writing, signed by each of the Parties.

This Agreement shall be subject to and governed by the laws of the State of New York without giving effect to principles of conflicts of law. The Parties agree that any Court of competent jurisdiction within the State of New York will have jurisdiction over this Agreement.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. In addition, any scanned copies or facsimiled copies of the Agreement executed in any number of counterparts shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument.

I also agree that I have carefully read and fully understand all of the provisions of this Release, I knowingly and voluntarily agree to and intend to be legally bound to all of its terms, and I have been advised in writing to consult with an attorney of my choosing regarding the terms of this Release.

Dated: _____, 2020

Signature: _____

Print Name: _____