

Exhibit E

UNITED STATES DISTRICT COURT FOR THE
DISTRICT OF NEW JERSEY

JOSE CARTAGENOVA and DHARIAN
SANCHEZ, individually and on behalf of
all others similarly situated,

Plaintiffs,

vs.

PLANITROI, LLC, *a Delaware limited
liability company,*

Defendant.

No. 2:25-cv-12230-JKS-MAH

**CLASS ACTION SETTLEMENT
AGREEMENT**

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This Settlement Agreement (all capitalized terms defined below) between Plaintiffs Jose Cartagena and Dharian Sanchez, on their own behalf and on behalf of the proposed Settlement Class, and Defendant PlanITROI, LLC, sets forth the materials terms of the Parties' proposed settlement of this Action, subject to the Court's approval.

RECITALS

A. On February 10, 2025, Defendant filed a notice with the New Jersey Department of Labor and Workforce Development stating that Defendant would terminate the employment of 100 employees at the Establishment beginning February 11, 2025, in anticipation of a transfer of operations to North Carolina on February 28, 2025.

B. On February 11, 2025, Plaintiffs were informed their employment with Defendant would be terminated on or before February 28, 2025. Plaintiffs' employment with Defendant was terminated on or before February 28, 2025. The employment of other employees at the Establishment was likewise terminated on or before February 28, 2025.

C. On or after February 28, 2025, Defendant moved its business to Youngsville, North Carolina, where it currently operates.

D. On May 27, 2025, Plaintiffs filed the Action, alleging that Defendant failed to provide 90 days' notice of its February 2025 transfer of operations and to make adequate severance payments in violation of the NJ WARN Act.

E. The Complaint seeks damages to the fullest extent allowed by the NJ WARN Act on Plaintiffs' behalf and on behalf of a putative class of all other employees at the Establishment whom Defendant laid off on February 28, 2025, as well as reasonable attorneys' fees, as authorized by the NJ WARN Act.

F. Defendant removed the Action to the Court on June 27, 2025.

G. Defendant answered the Complaint on September 18, 2025. Defendant's answer denies all liability to Plaintiffs and the putative class; denies the Action may be maintained as a class action; and raises numerous negative and affirmative defenses.

H. Beginning in July 2025, the Parties' Counsel engaged in extensive, arm's-length settlement discussions.

I. On July 22 and 24, 2025, the Parties' Counsel executed a confidentiality agreement to facilitate the exchange of information in furtherance of the ongoing settlement discussions.

J. On August 6, 2025, Defendant produced detailed employee data in furtherance of the ongoing settlement discussions.

K. On November 11, 2025, the Parties' Counsel reached an agreement in principle to settle the Action.

L. If the Action were litigated to judgment, Plaintiffs would seek to prove that Defendant violated the NJ WARN Act by failing to provide its employees at the Establishment, including Plaintiffs, at least ninety (90) days' notice of its transfer of operations, and by failing to make adequate severance payments to its aggrieved former employees. Plaintiffs would further seek to prove that they and the putative class they seek to represent are entitled to damages to the fullest extent allowed by the NJ WARN Act. Plaintiffs would further seek to prove that the Action may be maintained as a class action on behalf of all other employees laid off by Defendant in February 2025. Plaintiffs would further seek to recover reasonable attorneys' fees for Plaintiffs' Counsel, as authorized by the NJ WARN Act.

M. If the Action were litigated to judgment, Defendant would seek to prove that it did not violate the NJ WARN Act, and that the NJ WARN Act's exception for unforeseeable business

circumstances shields it from any liability to Plaintiffs and the putative class. Defendant would further argue that the Action cannot be maintained as a class action.

N. Absent settlement, the uncertain issues of fact and law presented by the Action would likely require extensive litigation to resolve, including fact and expert discovery as to class certification and the merits; motion practice under Rules 23 and 56, and Federal Rule of Evidence 702; a class trial on the merits; post-trial litigation, including as to attorneys' fees and costs; and potential appeals.

O. In light of the factual and legal uncertainties around Plaintiffs' claims and Defendant's defenses, and wanting to avoid the costs and risks of continued litigation, the Parties have agreed to settle the Action on terms which are, in the opinion of Plaintiffs' Counsel, in the best interest of the Settlement Class.

Accordingly, the Parties agree as follows:

AGREEMENT

I. DEFINITIONS

1. "Action" means the civil action captioned Jose Cartagenova and Dharian Sanchez, individually on behalf of themselves and all others similarly situated v. PlanITROI, LLC, No. 2:25-cv-12230-JKS-MAH, pending in the Court.

2. "Allocation Plan" means the method for allocating the Net Settlement Fund to Settlement Class Members

3. "Attorneys' Fees and Costs" means an award to Settlement Class Counsel by the Court of Settlement Class Counsel's reasonable attorneys' fees under Rule 23(h) or of Settlement Class Counsel's taxable and nontaxable costs under Rules 54(d) and 23(h).

4. "Complaint" means the operative complaint in the Action, filed on May 27, 2025, in the Superior Court of New Jersey, Morris County.

5. “Court” means the United States District Court for the District of New Jersey.
6. “Defendant” means the defendant in the Action, PlanITROI, LLC.
7. “Defendant’s Counsel” means Ryan S. Carlson and Amy Valentine McClelland, Nukk-Freeman & Cerra, P.C.
8. “Effective Date” means the later of (a) the date of the Final Approval Order, if no objections are timely filed; or (b) if objections are timely filed, the date when no further appellate review of the Final Approval Order is available to any objector, whether by reason of final dismissal of appellate proceedings, final affirmance of the Final Approval Order, or expiration of the time within which appellate review may be sought.
9. “Employment Taxes” means all federal, state, and local taxes on employee wages for which an employer is liable, including taxes imposed by the Federal Insurance Contributions Act and the Federal Unemployment Tax Act.
10. “Establishment” means the establishment located at 100 Ford Road, Denville, NJ 07834, where Plaintiffs and other similarly situated employees worked in Defendant’s employment.
11. “Execution Date” means the date this Settlement Agreement is fully executed.
12. “Final Approval Order” means a Court order finally approving the settlement embodied in this Settlement Agreement under Rule 23(e)(2).
13. “Funding Date” means the date as of which the Settlement Fund has been paid in full to the Settlement Administrator.
14. “Net Settlement Fund” means the Settlement Fund less the Settlement Administrator’s Expenses, Attorneys’ Fees and Costs, Service Awards, and any other Court-approved deductions.

15. “NJ WARN Act” means the Millville Dallas Airmotive Plant Job Loss Notification Act, N.J.S.A. §§ 34:21-1 to 34:21-7.

16. “Notice Plan” means the plan for notifying all Settlement Class Members of their rights under this Settlement Agreement and the applicable law, including the form, content, and manner of such notice.

17. “Opt-Out” means a Settlement Class Member’s exclusion from any obligations under or benefits from the Settlement Agreement.

18. “Parties’ Counsel” means Defendant’s Counsel and Plaintiffs’ Counsel.

19. “Party” means any party to the Action.

20. “Plaintiffs” means the plaintiffs in the Action, Jose Cartagena and Dharian Sanchez.

21. “Plaintiffs’ Counsel” means Samuel J. Strauss and Raina C. Borrelli, Strauss Borrelli, LLP; Lynn A. Toops and Ian R. Bensberg, CohenMalad, LLP; and J. Gerard Stranch, IV and Samuel K. Gladney, Stranch, Jennings, & Garvey, PLLC.

22. “Preliminary Approval Order” means a Court order preliminarily approving the settlement embodied in this Settlement Agreement under Rule 23(e)(2).

23. “Released Claims” means any claim, liability, right, demand, or cause of action, of every kind and description, that Plaintiffs or Settlement Class Members have or may have against Defendant which is pleaded in the Complaint or which materially relates to the facts or claims pleaded in the Complaint, excluding any claim, liability, right, demand, or cause of action, of every kind and description, that Plaintiffs or Settlement Class Members have or may have against Defendant relating to paid time off.

24. “Released Parties” means Defendant and its affiliates, subsidiaries, parents, predecessors, successors, assigns, insurers, officers, directors, shareholders, partners, members, employees, and other agents, as well as their respective predecessors, successors, and assigns.

25. “Releasing Plaintiffs” means Plaintiffs and their predecessors, successors, assigns, heirs, estates, administrators, and other agents, as well as their respective predecessors, successors, and assigns.

26. “Releasing Settlement Class Members” means Settlement Class Members and their predecessors, successors, assigns, heirs, estates, administrators, and other agents, as well as their respective predecessors, successors, and assigns.

27. “Rules” means the Federal Rules of Civil Procedure.

28. “Service Awards” means awards to Plaintiffs by the Court for their service as representatives of the Settlement Class.

29. “Settlement Administrator” means the entity retained to administer the terms of the Settlement Agreement as described in the Settlement Agreement.

30. “Settlement Administrator’s Expenses” means expenses, costs, or fees incurred by the Settlement Administrator in administering the terms of the Settlement Agreement as described in the Settlement Agreement, including those specifically so designated below.

31. “Settlement Agreement” means this Class Action Settlement Agreement, embodying the material terms of the Parties’ agreement to settle the Action.

32. “Settlement Class” means the seventy-nine (79) former employees of Defendant whose employment at the Establishment was terminated by Defendant as part of a transfer of operations, termination of operations, or mass layoff within 90 days of February 28, 2025.

33. “Settlement Class Counsel” means the counsel appointed by the Court to serve as class counsel for the Settlement Class under Rule 23(g).

34. “Settlement Class Member” means a member of the Settlement Class.

35. “Settlement Fund” means the sum of \$250,000.00 in United States Dollars.

II. INTERPRETATION

36. “Including” shall not be interpreted as a limitation.

37. “Or” shall be interpreted inclusively.

38. The number of the noun or verb, and the number and gender of the pronoun, shall be interpreted as including the others when necessary to effect the Parties’ intent.

39. No Party or Parties’ Counsel shall be deemed the drafter of the Settlement Agreement for purposes of interpreting it.

III. SETTLEMENT FUND

40. Defendant shall pay the Settlement Fund to the Settlement Administrator within six (6) months of the Execution Date.

41. Defendant shall pay the Settlement Fund to the Settlement Administrator in six (6) monthly installments, with the first installment to be paid within seven (7) days of the entry of the Preliminary Approval Order, and subsequent installments to be paid once per month thereafter.

42. Defendant shall pay the Settlement Fund to the Settlement Administrator in six total installments, with five installments in the amount of \$41,666.00, and one installment in the amount of \$41,670.00.

43. The Settlement Administrator shall hold the Settlement Fund in an escrow account. All fees, costs, and taxes associated with the maintenance of the escrow account shall be Settlement Administrator’s Expenses. Any income earned by the Settlement Fund in escrow shall be added to the Settlement Fund.

44. Defendant shall not be obligated to pay more than the Settlement Fund under this Settlement Agreement for any reason.

45. No part of the Settlement Fund shall revert to Defendant.

IV. RELIEF TO THE SETTLEMENT CLASS

46. As soon as practicable after the Effective Date, the Settlement Administrator shall determine each Settlement Class Member's share of the Net Settlement Fund according to the Allocation Plan.

47. As soon as practicable after the later of the Effective Date and the Funding Date, and no more than thirty (30) days after the later of the Effective Date and the Funding Date, the Settlement Administrator shall mail to each Settlement Class Member a check in the amount of the Settlement Class Member's share of the Net Settlement Fund according to the Allocation Plan, less withheld Employment Taxes (as described below), which shall be valid for one hundred and eighty (180) days from the date of issuance.

48. If more than five (5) percent of funds remain in the Net Settlement Fund one hundred and eighty one (181) days from the date the last check was issued under the preceding paragraph, those funds shall be distributed *pro rata* according to the Allocation Plan to all Settlement Class Members who deposited, endorsed, or negotiated their checks within one hundred and eighty (180) days from the date they were issued, in the manner described by the preceding paragraph.

49. If any funds remain in the Net Settlement Fund one hundred and eighty one (181) days from the date the last check was issued through the second distribution provided for by the preceding paragraph, or if the funds remaining in the Net Settlement Fund after the first distribution total five (5) percent or less of the Net Settlement Fund, such funds shall be disbursed by the

Settlement Administrator to a charitable organization, approved by the Court, no later than 7 days after receiving Court approval.

50. Plaintiffs' Counsel shall determine the Allocation Plan and provide it to the Settlement Administrator. The Parties shall cooperate in good faith to take all steps reasonably necessary for Plaintiffs' Counsel to determine a fair, reasonable, and adequate Allocation Plan. A preliminary Allocation Plan is set out in the Proposed Detailed Notice attached to this Settlement Agreement as Exhibit SA-2.

51. The Settlement Administrator shall treat each payment to each Settlement Class Member from the Net Settlement Fund as back pay for tax purposes, including by issuing an appropriate Form W-2 for the payment, and by withholding and paying appropriate Employment Taxes on the payment.

52. Each Settlement Class Member who receives a payment from the Net Settlement Fund shall be responsible for calculating and paying all applicable federal, state, and local taxes on the payment.

V. RELEASES TO DEFENDANT

53. As of the Effective Date, Releasing Plaintiffs fully and forever release the Released Parties from all Released Claims. Releasing Plaintiffs will not take any step to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against the Released Parties.

54. The obligations incurred by the Released Parties under this Settlement Agreement shall be a full and final disposition of the Action and all Released Claims as against all Released Parties.

55. As of the Effective Date, Releasing Settlement Class Members fully and forever release the Released Parties from all Released Claims. Releasing Settlement Class Members will

not take any step to assert, sue on, continue, pursue, maintain, prosecute, or enforce any Released Claim, directly or indirectly, against the Released Parties.

56. The obligations incurred by the Released Parties under this Settlement Agreement shall be a full and final disposition of the Action and all Released Claims as against all Released Parties.

VI. NO ADMISSION OF LIABILITY

57. Defendant denies all liability in connection with the events pleaded in the Complaint.

58. This Settlement Agreement, and all negotiations, statements, documents, discussions, or proceedings connected with this Settlement Agreement, shall not be used as evidence of any liability or wrongdoing by the Released Parties.

59. This Settlement Agreement may be used as evidence solely for the purpose of enforcing its terms.

VII. SETTLEMENT ADMINISTRATOR

60. Plaintiffs shall obtain bids from potential settlement administrators for administering the terms of this Settlement Agreement as provided in the Settlement Agreement, including effectuating the Notice Plan and distributing the Net Settlement Fund to Settlement Class Members.

61. Plaintiffs shall select a Settlement Administrator with Defendant's consent, which shall not be unreasonably withheld, and shall ask the Court to approve the Settlement Administrator in the Preliminary Approval Order.

62. The Settlement Administrator's fees shall be Settlement Administrator's Expenses.

63. All Settlement Administrator's Expenses shall be paid by the Settlement Administrator from the Settlement Fund.

VIII. NOTICE OF SETTLEMENT

64. The Parties shall cooperate reasonably and good faith to agree on the form and content of notices to be sent to Settlement Class Members under the Notice Plan that clearly and concisely state in plain, easily understood language, taking into account any special concerns about the language needs of the Settlement Class Members, (a) the nature of the action; (b) the definition of the Settlement Class; (c) the Settlement Class's NJ WARN Act claim; (d) that any Settlement Class Member may enter an appearance through an attorney if desired; (e) that the Court will exclude from the Settlement Class any member who requests exclusion; (f) the time and manner for requesting exclusion; (g) that exclusions must be personally requested and mass opt-outs are not permitted; (h) the binding effect of a class judgment on Settlement Class Members; (i) the essential terms of the Settlement Agreement; (ij) information regarding Attorneys' Fees and Costs; (k) the essential terms of the Allocation Plan and the manner of making distributions from the Net Settlement Fund; (l) Plaintiffs' Counsel's contact information.

65. Proposed Summary and Detailed Notices are attached to this Settlement Agreement as Exhibits SA-1 and SA-2, respectively.

66. The Parties shall cooperate reasonably and good faith to agree on a manner of giving notice under the Notice Plan that is reasonable and reasonably calculated, under all the circumstances, to apprise Settlement Class Members of the pendency of the Action and to afford them an opportunity to present their objections.

67. The Notice Plan shall include: (a) a password-protected website at a URL agreed to by the Parties, where a detailed notice, such as that attached as Exhibit SA-2, shall be posted; (b) a toll-free number and an email address at which Settlement Class Members may obtain information or contact the Settlement Administrator; and (c) emails, or, if email addresses are unavailable or emails are returned as undeliverable, mailings to Settlement Class Members

containing a summary notice, such as that attached as Exhibit SA-1, with a detailed notice, such as that attached as Exhibit SA-2, attached to emails.

68. If any emailed summary notice is returned as undeliverable, the Settlement Administrator shall promptly cause the summary notice to be mailed to that Member of the Settlement Class. If any mailed summary notice is returned as undeliverable with a forwarding address, the Settlement Administrator shall promptly cause the summary notice to be forwarded by mail to the listed forwarding address. If any mailed summary notice is returned as undeliverable without a forwarding address, the Settlement Administrator must attempt to locate the correct address through a reasonable search and must promptly forward the summary notice to the address obtained from the search.

69. Plaintiffs shall ask the Court to approve the Notice Plan in the Preliminary Approval Order. The Settlement Administrator shall effectuate the Notice Plan as approved by the Court. The costs of effectuating the Notice Plan shall be Settlement Administrator's Expenses.

IX. DEFENDANT SHALL COOPERATE REASONABLY AND IN GOOD FAITH WITH THE SETTLEMENT ADMINISTRATOR TO PROVIDE THE SETTLEMENT ADMINISTRATOR WITH SUCH INFORMATION ON SETTLEMENT CLASS MEMBERS AS IS REASONABLY NECESSARY FOR EFFECTUATING THE NOTICE PLAN, INCLUDING SETTLEMENT CLASS MEMBERS' FULL NAMES, LAST KNOWN MAILING AND PHYSICAL ADDRESSES, AND SOCIAL SECURITY NUMBERS. NEITHER PLAINTIFFS NOR PLAINTIFFS' COUNSEL SHALL HAVE ACCESS TO SUCH INFORMATION, EXCEPT FOR SETTLEMENT CLASS MEMBERS' FULL NAMES. BEFORE DEFENDANT TRANSMITS SETTLEMENT CLASS MEMBERS' INFORMATION TO THE SETTLEMENT ADMINISTRATOR, PLAINTIFFS SHALL CONFIRM THAT SETTLEMENT CLASS MEMBERS HAVE BEEN CORRECTLY IDENTIFIED. THE PARTIES SHALL REQUIRE THE SETTLEMENT ADMINISTRATOR TO AGREE IN WRITING TO KEEP SUCH INFORMATION IN CONFIDENCE; TO USE IT ONLY FOR THE PURPOSES OF EFFECTUATING THE TERMS OF THE SETTLEMENT AGREEMENT; AND TO RETAIN IT NO LONGER THAN IS REASONABLY

**NECESSARY TO EFFECTUATE THE TERMS OF THE SETTLEMENT
AGREEMENT. ATTORNEYS' FEES AND COSTS, AND SERVICE AWARDS**

70. Plaintiffs' Counsel may seek an award from the Court of reasonable attorneys' fees under Rule 23(h), not to exceed one third of the Settlement Fund.

71. Plaintiffs' Counsel may also seek an award from the Court of their taxable and nontaxable costs under Rules 54(d) and 23(h) from the Settlement Fund. Defendant agrees not to oppose any fee request from Plaintiff's Counsel that does not exceed one-third of the Settlement Fund.

72. Plaintiffs may seek Service Awards from the Settlement Fund, not to exceed \$1,000.00 each. Defendant will not oppose such a request.

73. All Attorneys' Fees and Costs, and Service Awards, shall be paid by the Settlement Administrator from the Settlement Fund.

74. The Settlement Administrator shall pay any Service Awards to Plaintiffs in a manner directed by Plaintiffs' Counsel within ten (10) days of the later of the entry of Final Approval Order or the Court's order granting Plaintiffs' motion for Attorneys' Fees and Costs. The Settlement Administrator shall issue appropriate Forms 1099 to Plaintiffs for tax purposes.

75. The Settlement Administrator shall pay any Attorneys' Fees and Costs to Plaintiffs' Counsel in a manner directed by Plaintiffs' Counsel within ten (10) days of the later of entry of Final Approval Order or the Court's order granting Plaintiffs' motion for Attorneys' Fees and Costs.

X. PRELIMINARY APPROVAL, FINAL APPROVAL, AND FINAL JUDGMENT

76. The Parties shall cooperate in good faith to take all reasonably necessary steps to obtain the Court's approval of the Settlement Agreement.

77. Plaintiffs shall move the Court for, and Defendant shall not oppose entry of, a Preliminary Approval Order which (a) preliminarily approves the settlement embodied in this Settlement Agreement under Rule 23(e)(1); (b) conditionally certifies the Settlement Class for purposes of settlement under Rules 23(a) and 23(b)(3); (c) designates Plaintiffs' Counsel as interim Settlement Class Counsel under Rule 23(g)(3); (d) approves the Notice Plan; (e) approves the Allocation Plan; (f) approves the Settlement Administrator; (g) directs that notice be given to the Settlement Class according to the Notice Plan; (h) establishes the time and manner for requesting exclusion from the Settlement Class; (i) schedules the hearing required by Rule 23(e)(2) for hearing Plaintiffs' motions for a Final Approval Order; and (j) schedules a hearing on Plaintiffs' motion for Attorneys' Fees and Costs, and for Service Awards.

78. A proposed Preliminary Approval Order is attached to this motion as Exhibit SA-3.

79. In accordance with the terms of the Preliminary Approval Order, Plaintiffs shall move the Court for, and Defendant shall not oppose entry of, a Final Approval Order which (a) approves the settlement embodied in the Settlement Agreement under Rule 23(e)(2); (b) certifies the Settlement Class for purposes of settlement under Rules 23(a) and 23(b)(3); (c) designates Plaintiffs' Counsel as Settlement Class Counsel under Rule 23(g)(1); and (d) provides for entry of final judgment as a separate document under Rule 58(a) dismissing the Action with prejudice, except retaining ancillary jurisdiction to decide Plaintiffs' motion for Attorneys' Fees and Costs, and for Service Awards, and to enforce the terms of the Settlement Agreement.

80. A proposed Final Approval Order is attached to this motion as Exhibit SA-4.

XI. TERMINATION

81. The Settlement Agreement shall terminate if the settlement it embodies is not approved by the Court; if its terms are materially altered by the Court in the Preliminary or Final

Approval Order; or if the Court declines to certify the Settlement Class for settlement purposes. Notwithstanding the foregoing, the Parties will cooperate in good faith to ultimately obtain final approval of the Settlement Class to the satisfaction of the Parties.

82. Defendant will retain the right, in the exercise of its sole discretion, to nullify the Settlement Agreement within 15 business days after the expiration of the Deadline to Opt-Out, if 10% or more of the Class Members opt out of the Settlement Agreement as set forth in Exhibit SA-2. The Parties shall do nothing to encourage or solicit Class Members to opt-out or object to the settlement and “mass” opt-outs, group opt-outs, or Requests for Exclusion generated or signed only by counsel without the Class Member’s personal signature are invalid and will not be accepted. The Settlement Administrator shall disregard any such submissions and shall treat the affected Class Members as Participating Class Members unless and until a valid, individually signed Request for Exclusion is timely received. If Defendant exercises the right to nullify the Settlement Agreement, then Defendant shall pay the cost of settlement administration up to the date of the Settlement Agreement is nullified.

83. Any ruling by the Court or any reviewing court as to Attorneys’ Fees and Costs shall not, in any way, terminate or modify the Settlement Agreement.

84. If the Settlement Agreement is terminated, it shall have no force or effect, and the Parties shall be restored to the *status quo ante* that existed before they agreed to settle the Action.

XII. OTHER MATTERS

85. This Settlement Agreement shall be governed by the laws of the State of New Jersey, without regard to its conflicts of law principles.

86. The Parties shall cooperate with each other in good faith to consummate the terms of this Settlement Agreement and all related transactions, and shall take all reasonably necessary steps to give effect to the terms of this Settlement Agreement.

87. In executing this Settlement Agreement, Plaintiffs, on behalf of themselves and the Settlement Class, represent and warrant that, as far as they are aware, Settlement Class Members are the only persons having any interest in any of the claims that are described or referred to herein, or in any of the pleadings, records, and papers in the Action, and, except as provided herein, Plaintiffs are unaware of said claims or any part thereof having been assigned, granted or transferred in any way to any other person, firm, or entity.

88. This Settlement Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of the Parties, or of any other person, firm, or entity.

89. This Settlement Agreement shall bind and inure to the benefit of the respective successors, assigns, legatees, heirs, and personal representatives of each of the Parties.

90. The Parties acknowledge that they have been represented in negotiations for and in the preparation of this Settlement Agreement by independent counsel of their own choosing, that they have read this Settlement Agreement and have had it fully explained to them by such counsel, and that they are fully aware of the contents of this Settlement Agreement and of its legal effect.

91. Each Party warrants and represents that there are no liens or claims of lien or assignments, in law or equity or otherwise, of or against any of the claims or causes of action released herein, and, further, that each Party is fully entitled and duly authorized to give this complete and final release and discharge.

92. If there is conflict between this Settlement Agreement and a Court order, the Court's order shall take precedence.

93. The Settlement Agreement may not be modified in any way except in writing signed by the Parties or Parties' Counsel, subject to Court approval, if required.

94. The Parties may mutually waive any provision of this Settlement Agreement by a written waiver signed by the Parties or Parties' Counsel, subject to Court approval, if required. A waiver of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

95. This Settlement Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The several signature pages may be collected and annexed to one or more documents to form a complete counterpart. Photocopies or electronic scans of executed copies of this Settlement Agreement may be treated as originals.

96. Except as otherwise provided herein, all notices, demands, or other communications given or made under the Settlement Agreement shall be in writing and delivered by post, courier, or electronically to the following:

If to Plaintiffs or Plaintiffs' Counsel:

J. Gerard Stranch, IV
Stranch, Jennings, & Garvey, PLLC
223 Rosa Parks Avenue, Suite 200
Nashville, TN 37203
gstranch@stranchlaw.com

Lynn A. Toops
CohenMalad, LLP
One Indiana Square, Suite 1400
Indianapolis, IN 46204
ltoops@cohenmalad.com

If to Defendant or Defendant's Counsel:

Ryan S. Carlson
Nukk-Freeman & Cerra, P.C.
26 Main Street, Suite 301
Chatham, NJ 07928
rcarlson@nfclegal.com

Amy Valentine McClelland
Nukk-Freeman & Cerra, P.C.
26 Main Street, Suite 202
Chatham, NJ 07928
amcclelland@nfclegal.com



Audit trail

Title	PlanITROI Settlement Agreement Jose Cartagena
File name	Agreement__003_.pdf
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Status	● Signed

This document was requested from embedded.hellosign.com

Document history



SENT

01 / 12 / 2026

15:26:56 UTC-6

Sent for signature to Jose Cartagena (jcartagenova@msn.com) by integrations@hellosign.com acting on behalf of esignature@straussborrelli.com
IP: 99.100.185.73



VIEWED

01 / 27 / 2026

17:21:08 UTC-6

Viewed by Jose Cartagena (jcartagenova@msn.com)
IP: 100.1.169.97



SIGNED

01 / 27 / 2026

17:21:31 UTC-6

Signed by Jose Cartagena (jcartagenova@msn.com)
IP: 100.1.169.97



COMPLETED

01 / 27 / 2026

17:21:31 UTC-6

The document has been completed.

SIGNATURES

DEFENDANT PLANITROI, LLC

By: _____ Date: _____

Its: _____

DEFENDANT'S COUNSEL

By: _____ Date: _____

Ryan S. Carlson
Nukk-Freeman & Cerra, P.C.

PLAINTIFF JOSE CARTAGENOVA

_____ Date: _____

PLAINTIFF DHARIAN SANCHEZ

 _____ Date: 01 / 28 / 2026

PLAINTIFFS' COUNSEL

By:  _____ Date: _____
J. Gerard Stranch, IV (01/28/2026 14:04:48 CST)

J. Gerard Stranch, IV
Stranch, Jennings, & Garvey, PLLC



Audit trail

Title	PlanITROI Settlement Agreement Dharian Sanchez
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Document history



SENT

01 / 12 / 2026

13:42:31 UTC-6

Sent for signature to Dharian Sanchez (dmsanchez25@gmail.com) by integrations@hellosign.com acting on behalf of esignature@straussborrelli.com
IP: 104.181.47.249



VIEWED

01 / 13 / 2026

12:49:30 UTC-6

Viewed by Dharian Sanchez (dmsanchez25@gmail.com)
IP: 72.79.41.38



SIGNED

01 / 28 / 2026

09:52:16 UTC-6

Signed by Dharian Sanchez (dmsanchez25@gmail.com)
IP: 72.79.41.38



COMPLETED

01 / 28 / 2026

09:52:16 UTC-6

The document has been completed.








PlanITROI__Settlement_Agreement__Dharian _Sanchez-dmsanchez25_gmail.com

Final Audit Report

2026-01-28

Created:	2026-01-28 (Central Standard Time)
By:	Jennifer Roy (jroy@stranchlaw.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3FQlj6OfpQ3siWDXan_Atve40nw_a4bH

"PlanITROI__Settlement_Agreement__Dharian_Sanchez-dms anchez25_gmail.com" History

-  Document digitally presigned by Dropbox Sign
2026-01-28 - 9:52:28 AM CST
-  Document created by Jennifer Roy (jroy@stranchlaw.com)
2026-01-28 - 2:03:35 PM CST
-  Document emailed to gstranch@stranchlaw.com for signature
2026-01-28 - 2:04:02 PM CST
-  Email viewed by gstranch@stranchlaw.com
2026-01-28 - 2:04:14 PM CST
-  Signer gstranch@stranchlaw.com entered name at signing as J. Gerard Stranch, IV
2026-01-28 - 2:04:46 PM CST
-  Document e-signed by J. Gerard Stranch, IV (gstranch@stranchlaw.com)
Signature Date: 2026-01-28 - 2:04:48 PM CST - Time Source: server
-  Agreement completed.
2026-01-28 - 2:04:48 PM CST

SIGNATURES

DEFENDANT PLANITROI, LLC

By: Wesley Lyon Date: 2/12/2026
Wesley Lyon
Its: CFO

DEFENDANT'S COUNSEL

By: Ryan S. Carlson Date: 2/12/2026

Ryan S. Carlson
Nukk-Freeman & Cerra, P.C.

PLAINTIFF JOSE CARTAGENOVA

JCF Date: 01/27/2026

PLAINTIFF DHARIAN SANCHEZ

_____ Date: _____

PLAINTIFFS' COUNSEL

By: _____ Date: _____

J. Gerard Stranch, IV
Stranch, Jennings, & Garvey, PLLC