

RELEASE OF ALL WAGE CLAIMS

This Release of All Wage Claims (the "Release") is made and entered into freely and voluntarily by and between Management & Training Corporation d/b/a MTC ("MTC") and all of its parents, subsidiaries, related and/or affiliated entities, employees, agents, and attorneys (collectively "Releasees") and the Plaintiff signing below ("Plaintiff"), individually on his/her own behalf and on behalf of his/her heirs, executors and assigns. For purposes of this Release, Releasees and Plaintiff are collectively referred to herein as the "Parties."

1. This Release supplements and incorporates by reference the Settlement Agreement executed by MTC and Plaintiffs' agreed representatives ("Settlement Agreement") to resolve the lawsuit *Marisela Aguilar, et al. v. Management & Training Corporation d/b/a MTC*, Case No. 2:16-cv-00050-WJ-GJF, in the United States District for the District of New Mexico (the "Litigation"). The terms of this Release and the Settlement Agreement are meant to complement each other, but to the extent there is any conflict between the two, the terms of the Settlement Agreement shall govern.

2. In consideration for the execution of and compliance with this Release, Plaintiff shall receive payments from a Qualified Settlement Fund ("QSF"), created and administered by a Settlement Administrator, as defined and established in the Settlement Agreement. Terms, requirements, and procedures for such payments are set forth in the Settlement Agreement and are incorporated into this Release by reference.

3. The Parties agree that they will keep the terms of the Settlement Agreement and this Release, as well as the amount of the payments and QSF, completely confidential and that they will not disclose any information concerning this Release to anyone, provided that any party hereto may make such disclosures as are required by law and as are necessary for legitimate law enforcement compliance purposes and may disclose the terms of this Release to their attorneys, tax or financial advisors, and spouse.

4. Plaintiff hereby irrevocably and unconditionally releases and forever discharges Releasees from (1) any and all wage and hour claims, including those arising under the Fair Labor Standards Act or the New Mexico Minimum Wage Act (collectively, the "Wage Acts") (including, without limitation, claims for adjusted compensation, overtime pay, minimum wage pay, unpaid hours worked, liquidated damages, or any other violations of the Wage Acts); (2) any and all claims or rights to claim damages for expenses, costs, fees, and/or attorneys' fees under the Wage Acts which the Plaintiff has or might have by virtue of any fact(s), act(s) or event(s) occurring prior to the effective date of this Release. Additionally, Plaintiff also agrees to the dismissal of all of Plaintiff's claims in the Litigation, with prejudice.

5. This Release shall be binding upon the Parties hereto and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the Parties and each of them and their heirs, administrators, representatives, executors, successors and assigns.

6. Should any provision of this Release be declared illegal, invalid or unenforceable, or be determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining parts, terms or provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision shall be severed from and deemed not to be a part of this Release.

7. This Release may be executed in counterparts, one or more of which may be electronic. The Parties hereto shall accept any and all counterpart or electronic signatures as valid and binding in lieu of original signatures.

8. This Release shall be construed in accordance with the laws of the State of New Mexico, notwithstanding any law regarding choice of law or forum.

Dated: _____

[Plaintiff]