

SETTLEMENT AGREEMENT AND RELEASE

The State of Maine and the Director, Bureau of Labor Standards, Maine Department of Labor (collectively “the Bureau”) and Richard Varano, Sherri Varano, and Fire N’ Brew, LLC (collectively “Fire N’ Brew”), hereby agree to the following settlement to resolve the Bureau’s claims against Fire N’ Brew:

1. In consideration of the acceptance of all of the terms of this Settlement Agreement and Release, Fire N’ Brew agrees to pay the total sum of One Hundred Twenty-Five Thousand Dollars (\$125,000) (“the Settlement Amount”), payable to the Treasurer, State of Maine, in full satisfaction of claims against Fire N’ Brew. It is the Bureau’s position that the Settlement Amount satisfies all outstanding wages and liquidated damages covered by the Bureau’s Complaint. Fire N’ Brew will make payment to the Bureau no later than March 10, 2023, by sending a check to: Maine Department of Labor

Attn: Wage and Hour Division

45 State House Station

Augusta, ME 04333-0045

Fifty-four thousand dollars (\$54,000) of the Settlement Amount will be allocated to unpaid wages, an additional fifty-four thousand dollars (\$54,000) of the Settlement Amount will be allocated to liquidated damages, and the remaining seventeen thousand dollars (\$17,000) of the Settlement Amount will be allocated to the Bureau as costs of litigation and/or penalties. The Bureau will determine the amount of unpaid wages and liquidated damages that are owed to each affected employee and will supervise payment of those amounts from the Settlement Amount.

2. The Bureau will draft a letter to the affected employees explaining the settlement agreement, which shall include a statement consistent with paragraph 1, that the Settlement

Amount satisfies all outstanding wages and liquidated damages covered by the Bureau's Complaint. The Bureau will provide a copy of the draft to Fire N' Brew for review and will work with Fire N' Brew to create a mutually agreed upon letter.

3. The Bureau, for the sole consideration of One Hundred Twenty-Five Thousand Dollars (\$125,000), paid in accordance with paragraph 1, the adequacy of which is hereby acknowledged, has remised, released and forever discharged, and does hereby, remise, release and forever discharge Fire N' Brew of and from the claims, actions, causes of action, suits, sums of money, controversies, omissions, and damages whatsoever, both in law and equity of whatsoever kind or nature, arising from the Bureau's Complaint, *State of Maine, et al v. Richard Varano, et al*, ALFSC-CV-2022-159, filed August 1, 2022, in York County Superior Court.

4. Within 30 days of the receipt of the payment described in paragraph 1, the Bureau agrees to file a Stipulation of Dismissal, with prejudice and without costs, of the above-cited action.

5. In the event any party breaches this Agreement, the other party may seek such injunctive relief or other legal relief as appropriate, to remedy the breach. If legal action is commenced to enforce this Agreement, then the prevailing party shall be entitled to reasonable attorney's fees and costs.

6. This Settlement Agreement and Release between the Bureau and Fire N' Brew contains the entire agreement between the parties and the terms of this Agreement are contractual and not a mere recital. If any part of this Agreement is invalid, illegal or otherwise unenforceable, the validity, legality, and enforceability of the remaining portions will not be affected or impaired. No waiver, modification, or amendment of any term, condition, or

provision of this Settlement Agreement and Release shall be valid or have any force or effect unless made in writing and signed by the parties.

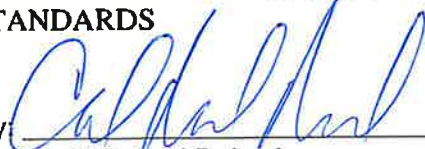
7. No promise or inducement which is not expressed in this document has been made to either party, and in executing this Agreement, the parties acknowledge that they have done so voluntarily and that they are not relying upon any statement, representation, inducement or promise not set forth in this Settlement Agreement and Release.

IN WITNESS THEREOF, the parties have read the foregoing Settlement Agreement and Release carefully, and having received the advice of counsel or declined to seek such advice, knowing and understanding its contents, sign their names as their free acts and deeds this _____ day of _____, 2023.


**CAUTION: READ BEFORE SIGNING.
THIS IS A FULL AND FINAL RELEASE OF ALL CLAIMS AND MUST BE CAREFULLY READ AND FULLY UNDERSTOOD BEFORE SIGNING. BY EXECUTING THIS RELEASE, THE PARTIES ACKNOWLEDGE THAT THEY HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL OF THE PROVISIONS OF THIS RELEASE.**

Dated: 3/9/23

STATE OF MAINE, DEPARTMENT OF
LABOR, BUREAU OF LABOR
STANDARDS

By: 
Carl Michael Roland
Director, Bureau of Labor Standards

Dated: _____

FIRE N' BREW, LLC
By: 
Its: President

Dated: _____

RICHARD VARANO


SHERRI VARANO

Sherril Varano

Dated: _____