

**24TH JUDICIAL DISTRICT COURT FOR THE PARISH OF JEFFERSON**

**STATE OF LOUISIANA**

**NO. 779-340**

**DIVISION “F”**

**CHRISTINA NELSON**

**versus**

**H2O HAIR, INC., MICHAEL JOHN GASPARD  
and HOLLI M. GASPARD**

SETTLEMENT AGREEMENT and **RECEIPT AND RELEASE**

This Receipt and Release is entered into in New Orleans, Louisiana, this \_\_\_ day of \_\_\_\_\_, 2021, by Plaintiffs/Class Members, as defined below, and Defendants, H2O, Inc., Michael John Gaspard and Holli M. Gaspard.

As used herein:

- The term AAA refers to the American Arbitration Association.
- The term “Class Period” refers to the period commencing on October 6, 2014 and ending on the date of this Release.
- The term “the Gaspards” refers to both Holli M. Gaspard and Michael John Gaspard, as well as their executors, heirs and assigns.
- The term “H2O” refers to and includes H2O, Inc. and all predecessors, successors, assigns, lessees, underwriters, insurers, stockholders, trustees, directors, officials, managers, employees, and agents, and all former trustees, directors, managers, officials, employees, and agents, including, but not limited to, Michael John Gaspard and Holli M. Gaspard, as well as every other person, firm, or entity who might be or might have been liable for claims described below and released herein.
- The term “Plaintiffs” refers to Christina Nelson, *et al.*, as well as, their spouses, legal representatives and/or assigns.
- The term “Plaintiffs’ Counsel” refers to the law firms of Kenneth C. Bordes, Attorney at Law, L.L.C., and Martzell, Bickford and Centola.

**1.**

For and in consideration of the payment of all sums described and set forth in attached Exhibits 1, 2, and 3, which shall be placed under seal, the sufficiency and receipt of which is hereby acknowledged by Plaintiffs and Plaintiffs' Counsel, Plaintiffs agree to dismiss with prejudice the case *Christina Nelson v. H2O Hair, Inc., Michael John Gaspard and Holli M. Gaspard*, Case No. 779-340 on the docket of the Twenty-Fourth Judicial District Court for the Parish of Jefferson, State of Louisiana (the "Suit"), and never to bring or maintain any other administrative action or suit in city, state or federal court, as well as before the AAA, relating to, as well as arising out of the claims asserted therein and otherwise arising out of working at H2O during the Class Period.

**2.**

In further consideration for the payment of the sums described in attached Exhibits 1 and 2, each and every Plaintiff and Defendant, as well as his or her successors, spouses, executors, heirs and assigns, hereby remises, releases and forever discharges the other parties from liability for any and all claims, demands, suits and causes of action of whatever nature, *in personam*, *in rem*, in law, or in equity, whether growing out of age discrimination, COBRA, compensation, contract, disability discrimination, Employee Retirement Income Security Act ("ERISA"), Fair Labor Standards Act ("FLSA"), Family and Medical Leave Act ("FMLA"), intentional infliction of emotional distress, national origin discrimination, race discrimination, religious discrimination, retaliation, sex discrimination, tort, whistleblowing, workers compensation or otherwise, including, but not limited to, all claims and causes of action under 29 U.S.C. §201, *et seq.*; 29 U.S.C. § 621, *et seq.*; 29 U.S.C. §1001, *et seq.*, including, but not limited to, 29 U.S.C. §§1132 and 1140, 29 U.S.C. §1161, *et seq.*; 29 U.S.C. § 2601, *et seq.*; 42 U.S.C. § 1981; 42 U.S.C. § 1981a; 42 U.S.C. § 2000e, *et seq.*; 42 U.S.C. § 12101, *et seq.*; La. R.S. 23:301, *et seq.*; La. R.S. 23:631, *et seq.*; La. R.S. 23:1031, *et seq.*; as well as any other federal, state, and/or local laws,

ordinances, rules, regulations, and/or orders which may have afforded any party a cause of action against the other party for wages, monies, damages, compensatory damages, mental anguish damages, punitive damages, statutory penalties, medical benefits or payments, disability benefits or payments, life insurance benefits or payments, retirement benefits or payments, interest, costs, attorney fees, injunctive relief, declaratory relief, and/or other legal remedy or legally recoverable category of damages which each party has ever had, now has, or may hereinafter have, growing out of or in any way connected directly or indirectly to the Suit and/or working for H2O during the Class Period include up to the date of this Release.

In consideration for the sum set forth in Exhibit 3, Plaintiffs' Counsel releases H2O and the Gaspards from any attorney fee and costs claims they have arising out of the Suit.

**3.**

In further consideration of the payment of the sum set forth in Exhibit 1, 2 and 3, each and every Plaintiff, H2O, and the Gaspards agree that he/she will not make any defamatory and/or derogatory remarks to any person or entity about H2O, Inc. and/or the Gaspards. Each Plaintiff also agrees not to issue any communication, written or otherwise, that disparages, criticizes or otherwise reflects adversely or encourages any adverse action against H2O and the Gaspards.

**4.**

In further consideration for the payment of the sums set forth in attached Exhibits 1, 2 and 3, Plaintiffs, H2O, and the Gaspards each agree to keep the terms of this Receipt and Release strictly confidential, and, without the written consent of H2O and the Gaspards, not to display, discuss, or publicize or misrepresent any or all of the terms of this agreement or the fact that a settlement was reached, with the exception of (a) tax and legal advisors, if they agree to and in fact maintain such confidentiality; (b) the Internal Revenue Service; and (c) an action to enforce the terms of this agreement. Plaintiffs, H2O, and the Gaspards agree that the only statement each will

make to any person other than his/her attorneys about the Suit from this date forward is: “The Suit has been resolved and dismissed.”

**5.**

Plaintiffs and each of them further understand and agree that the payments made herein are not to be construed as an admission of liability on the part of H2O and the Gaspards, by whom liability is and has been expressly denied. Rather, the payment made herein is solely motivated by the personal issues that have been and are still being experienced by the Gaspards, as well as the desire to avoid additional costs, attorney fees and the expenditure of time and energy plus the distraction of H2O employees, including Holli Gaspard.

**6.**

In further consideration for payment of the sums described in attached Exhibits 1, 2 and 3. Plaintiffs, with the exception of those currently employed, agree never to seek reinstatement or to seek employment with H2O in the future. Plaintiffs understand that should he/she, nevertheless, seek reinstatement, this Receipt and Release shall constitute a complete bar and defense to said application, as well as justification for H2O’s refusal to rehire or reinstate him/her.

**7.**

Plaintiffs understand that should H2O be used as a reference for future employment by one or more of the Plaintiffs, H2O will only provide a neutral reference, specifically providing the position held and dates of employment, with no other information as to why employment ended.

**8.**

Plaintiffs, H2O, and the Gaspards acknowledge that they have, in the presence of their attorneys, read this Receipt and Release and that they know that they are releasing, discharging, and giving up all their rights, causes of action, claims, and demands as set forth in Paragraph 2 above against each other, from the beginning of the Class Period until the date of this Release, and

that they do so willingly, freely, without duress or promise, after having had explained to them by Counsel their legal rights under all applicable laws.

**9.**

This is the entire agreement and there are no other promises, agreements or understandings that are not contained herein. Further, this Receipt and Release cannot be altered by oral agreement. Moreover, no party has relied upon any representation or statement, other than the specific statements set forth in this Receipt and Release, by the other person or party as a basis for entering into this Receipt and Release.

**10.**

Should any provision of this Receipt and Release be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term, or provision shall be deemed not to be part of this Receipt and Release.

**11.**

Plaintiffs, H2O, and the Gaspards represent and agree that they have had adequate opportunity to read and study the Receipt and Release; that they have had the opportunity to consult with and thoroughly discuss all aspects of this Receipt and Release with their counsel; that they have carefully read and fully understand all of the provisions of this Receipt and Release; that they have not been under any duress, coercion or undue influence in connection with the negotiation of the terms of this Receipt and Release; and that they are voluntarily entering into this Receipt and Release.

**12.**

In the event of any dispute or action arising out of this Receipt and Release, Louisiana law shall apply, and the dispute shall be resolved by Judge Michael Mentz or another judge in the Twenty-Fourth Judicial District Court for the Parish of Jefferson, State of Louisiana.

**WITNESSES:**

\_\_\_\_\_

\_\_\_\_\_

**Print Name)**

**Date:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

\_\_\_\_\_  
**(Print Name)**

**Date:** \_\_\_\_\_

**Sworn to and Subscribed Before Me**

**this \_\_\_\_ day of \_\_\_\_\_, 2021.**

\_\_\_\_\_  
**NOTARY PUBLIC**  
**Notary/Bar No.:** \_\_\_\_\_

\_\_\_\_\_  
**[Print Name]** \_\_\_\_\_