

CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE ("Agreement") is made and entered into between NuMSP, LLC ("NuMSP" or the "Company") on the one hand; and Michael Jokel ("Jokel"), on the other hand (collectively the "Parties"), with respect to the following:

A. Jokel was previously employed by NuMSP; his employment with the Company ended in or around December 9, 2021.

B. On or around August 4, 2022, Jokel filed a lawsuit against NuMSP in Los Angeles County Superior Court (Case No. 22VECV01115), bringing various wage and hour claims on behalf of himself and a group of allegedly aggrieved employees under the Private Attorneys' General Act ("PAGA") pertaining to alleged violations of the Labor Code (the "Action"). NuMSP denies Jokel's claims and asserts that Jokel and all other NuMSP employees have at all times been paid in compliance with the law.

C. The Parties now desire to settle fully and finally all differences between them, including all claims that could be asserted by Jokel in any action arising out of or in any way related to any acts, transactions or events that have occurred between them to date, including but not limited to those occurring during Jokel's employment with NuMSP, or that were alleged in the Action, and/or any claims related in any way to conduct by the Parties.

NOW, THEREFORE, to avoid the substantial expense and inconvenience of litigation and in consideration of the promises and agreements hereinafter set forth, IT IS HEREBY AGREED by and between the Parties as follows:

1. **Confidential Settlement Payment.** Subject to and in consideration of all terms and conditions contained herein, NuMSP agrees to pay Jokel a confidential total settlement amount of Sixty Thousand Dollars (\$60,000.00) (the "Settlement Sum"), which will be paid in three checks as set forth below. Jokel agrees that the payment of the Settlement Sum referenced in this Agreement constitutes adequate legal consideration for the promises and representations made by Jokel in this agreement. The Settlement Sum shall be received by Jokel's counsel, Daniel Gaines, within seven (7) days of the Effective Date of this Agreement, contingent upon receipt by the Company of: (a) this Agreement executed by Jokel; (b) IRS Forms W-9 for Jokel and Jokel's counsel; and (c) a signed request for dismissal of the Action, with prejudice as to Jokel's individual claims and without prejudice as to the PAGA claims alleged.

a. The "First Check," made payable to Jokel in the gross amount of Three Thousand Dollars (\$3,000.00), less applicable government mandatory withholdings, which the Company agrees to accurately and timely report as wages to applicable government entities by W-2 and otherwise document. The First Check shall constitute payment for alleged wage loss by Jokel for which recovery is subject to both taxation and withholding;

b. The "Second Check," made payable to Jokel in the actual amount (no withholding or setoff of any kind) of Thirty-Two Thousand Three Hundred Fifty Dollars (\$32,250.00), which the Company agrees to accurately and timely make payment of,

report to the applicable government entities (e.g., by 1099 Misc.) and otherwise document. The Second Check reflects payment for the settlement of released claims by Jokel for which recovery is not subject to withholding.

c. The "Third Check," made payable to "Gaines & Gaines, APLC," in the actual amount (no withholding or setoff of any kind) of Twenty-Four Thousand Six Hundred Fifty Dollars (\$24,650.00), which the Company agrees to accurately and timely make payment of, report to the applicable government entities (e.g., by 1099 Misc.) and otherwise document. The Third Check reflects settlement of all attorneys' fees and costs against NuMSP.

2. Dismissal of Action. Pursuant to Paragraph 1, above, Jokel agrees to dismiss the Action. Jokel authorizes his counsel to complete, execute and deliver a Request for Dismissal of the entire Civil Action, together with a declaration from his counsel detailing the basis for the settlement, concurrently with his execution of this Agreement to Leila Narvid of Payne & Fears LLP, counsel of record for NuMSP, and such Request for Dismissal shall be delivered upon execution of this Agreement. NuMSP's counsel will file the Request for Dismissal, with prejudice as to Jokel's individual claims and without prejudice as to the PAGA claims alleged, together with the supporting declaration, with the Court upon payment of the consideration set forth in Paragraph 1 above. Concurrently, Jokel's counsel shall submit this Agreement, the declaration, and the dismissal form to the Labor & Workforce Development Agency ("LWDA"), in compliance with PAGA.

a. Dismissal with Prejudice of Jokel's Individual Claims. Jokel's individual claims shall be dismissed with prejudice.

b. Resolution of PAGA Claims. The Company contends its policies and practices at issue in the Action were, and remain, in full compliance with the law, including but not limited to the California Labor Code and any applicable Wage Orders. Consequently, the Company maintains that no claim for PAGA penalties of any nature is valid. Jokel agrees to dismiss his PAGA claim without prejudice to the State of California or any other employee from pursuing these claims. No portion of the Settlement Payment is attributed to the PAGA claims, as these claims—which are enforcement claims on behalf of the State of California—will not now, nor ever, be pursued by Plaintiff.

3. Release of Liability. Jokel hereby fully and finally releases, waives, and forever discharges any and all manner of actions and claims and actions whatsoever, known or unknown, which he ever had or now has, or hereafter may have, based on acts or omissions occurring prior to the effective date of this Agreement, against NuMSP and all of its past and present officers, directors, insurers, employees, agents, attorneys, representatives, predecessors, successors, assigns, partners, related business entities, parents, subsidiaries, other affiliates (collectively referred to as the "Released Parties"). This Release includes, but is not limited to, any and all claims that were alleged individually by Jokel in the Action, including but not limited to claims for allegedly unpaid wages, penalties or other compensation. This Release also includes, but is not limited to, any and all claims that could have been brought by Jokel in any potential state or federal court. This Release is intended to have the broadest possible application and includes,

but is not limited to, any and all tort, contract, common law, constitutional or other statutory claims. This Release further includes any claim for recovery of any type. Jokel expressly waives his right to recovery of any type, including damages, in any arbitration, administrative proceeding, or court action, whether state or federal, and whether brought by Jokel or on his behalf, related in any way to the matters released herein. This Release also does not prevent Jokel from participating in investigations or charges by the Department of Labor Standards Enforcement or other state or federal agencies, nor does it waive or release such claims that may not, as a matter of law, be waived, including without limitation claims for workers' compensation benefits or unemployment insurance benefits.

4. Knowing and Voluntary Release. Jokel expressly acknowledges, warrants and represents that: (i) this Release was signed knowingly and voluntarily and only after due consideration and opportunity and encouragement to consult with an attorney; (ii) he was not coerced, intimidated or fraudulently or negligently induced to sign this Release; (iii) this Release is intended to be complete and shall not be subject to any claim of mistake of fact or law, and this Release expresses a full and complete settlement, regardless of the adequacy or inadequacy of the consideration, and this Release is intended to avoid further litigation and to be final and complete; (iv) this Release is the result of a compromise of disputed claims and shall never at any time for any purpose be considered as an admission of liability by or responsibility of NumSP or the Released Parties, who continue to deny such liability and to disclaim such responsibility; and (v) in signing this Release, Jokel has not relied upon any oral or written statements or acts made by any other party, or its attorneys, representatives or agents, other than as expressly stated in writing in this Release.

5. California Civil Code Section 1542 Waiver. Jokel acknowledges that he may discover facts or law different from, or in addition to, the facts or law that he knows or believes to be true with respect to the claims released in this Agreement and agrees, nonetheless, that this Agreement and the releases contained herein shall be and remain effective in all respects notwithstanding such different or additional facts or the discovery of them. Jokel expressly waives and relinquishes all rights and benefits afforded by Section 1542 of the Civil Code of the State of California, and any analogous law of any other state. Section 1542 of the Civil Code of the State of California states as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

6. Jokel Covenant Regarding Claims Released. Jokel represents that, as of the execution and delivery of this Agreement, and other than the Action and the related letter to the LWDA, he has not directly or indirectly made or filed any charge, complaint or suit against any of the Released Parties with any federal, state, or local court agency or authority, or any other regulatory authority or business complaint entity. Jokel acknowledges that the above-referenced Settlement Sum payment is being made by NumSP in return for Jokel's promise to not initiate any other court, judicial-type, or arbitration or business complaint proceeding against the

Released Parties concerning the matters released herein. If Jokel subsequently initiates such a proceeding by suing one or more of the Released Parties or filing a complaint, and a court or agency of competent jurisdiction determines: (a) that the release in this Agreement is valid and bars any claim being asserted by Jokel in that proceeding against the Released Parties or any one of them; and (b) that Jokel's initiation of such a proceeding is in violation of this paragraph or other provision of this Agreement, then Jokel hereby agrees to pay all costs, expenses and attorneys' fees associated with such a proceeding incurred by the Released Parties.

7. Older Workers' Benefit Protection Act. This Agreement is intended to satisfy the requirements of the Older Workers' Benefit Protection Act, 29 U.S.C. sec. 626(f). Jokel, by this Agreement, is advised to consult with an attorney before executing this Agreement.

a. Acknowledgments/Time to Consider. Jokel acknowledges and agrees that (a) Jokel has read and understands the terms of this Agreement; (b) Jokel has been advised in writing to consult with an attorney before executing this Agreement; (c) Jokel has obtained and considered such legal counsel as he deems necessary; (d) Jokel has been given twenty-one (21) days to consider whether or not to enter into this Agreement (although Jokel may elect not to use the full 21-day period at his option); and (e) by signing this Agreement, Jokel acknowledges that he does so freely, knowingly, and voluntarily.

b. Revocation/Effective Date. This Agreement shall not become effective or enforceable until the eighth day after Jokel signs this Agreement. Jokel may revoke his acceptance of this Agreement within seven (7) days after the date he signs it. Jokel's revocation must be in writing and received by Leila Narvid of Payne & Fears, LLP by the end of the seventh day in order to be effective. If Jokel does not revoke acceptance within the seven (7) day period, Jokel's acceptance of this Agreement shall become binding and enforceable on the eighth day ("Effective Date"). On the Effective Date, the Confidential Settlement Payment shall become due and payable in accordance with Paragraph 1.

c. Preserved Rights of Jokel. This Agreement does not waive or release any rights or claims that Jokel may have under the Age Discrimination in Employment Act that arise after the execution of this Agreement. In addition, this Agreement does not prohibit Jokel from challenging the validity of this Agreement's waiver and release of claims under the Age Discrimination in Employment Act of 1967, as amended.

8. No Admission, Collateral Estoppel or Prevailing Party Effect. It is expressly understood and agreed that nothing in this Agreement constitutes an admission, declaration, or other evidence of the rights or liabilities of any person or entity, except with respect to the contractual duties and stipulations provided in this Agreement itself. All parties acknowledge that NuMSP has denied liability for any claim encompassed by this Agreement, and that the parties hereto intend by this Agreement merely to end any and all claims and resolve their disputes. Neither this Agreement nor any action or document taken to carry out this Agreement: (a) shall be construed as evidence or an acknowledgment of any presumption, inference, concession or admission on any point of fact or law, or any liability, fault, omission or other wrongful act whatsoever; (b) shall be offered or received as evidence in any litigation or

proceeding regarding liability or damages whatsoever; or (c) shall be offered or received as evidence in any action or proceeding whatsoever other than such proceeding by the Parties hereto as may be necessary to enforce the provisions of this Agreement. Jokel further acknowledges and agrees that he is not, and shall not be deemed to be, a "prevailing party" for any purpose whatsoever.

9. Entire Agreement. This Agreement constitutes a single, fully integrated contract expressing and representing the entire agreement and understanding of the Parties as of the date of execution hereof with respect to the subject matter hereof, and supersedes all prior and contemporaneous oral and written agreements, negotiations, discussions, understandings, representations, statements and writings between the parties relating thereto and with respect to the subject matter hereof. There are no other agreements, written or oral, express or implied, between the parties hereto concerning the subject matter of this Agreement. Nothing in this agreement supersedes surviving provisions of any existing confidentiality agreement between the Parties. No modification, alteration, amendment, waiver or change in any of the terms of this Agreement shall be valid or binding upon the parties hereto unless made in writing and duly executed by the parties to be bound thereto. This Agreement is intended to be a binding settlement agreement enforceable by the court.

10. Both Parties Drafters of This Agreement. The determination of the terms of, and the drafting of, this Agreement has been by mutual agreement after negotiation, with consideration by and participation of all Parties hereto after an opportunity for thorough consultation with their legal counsel.

11. Severability. Should any part of this Agreement be held unenforceable or in conflict with the applicable laws or regulations of any jurisdiction, the invalid or unenforceable part or provision shall be replaced with a provision which accomplishes, to the extent possible, the original business purpose of such part or provision in a valid and enforceable manner, and the remainder of this Agreement shall remain binding upon the parties.

12. Confidentiality. Jokel agrees to keep the terms of this Agreement strictly confidential to the extent permitted by law, and to provide only the following or an equivalent response to any inquiry regarding the resolution of this dispute: "THE MATTER HAS BEEN RESOLVED. THE TERMS ARE CONFIDENTIAL." Jokel expressly represents and warrants that as of the date of his execution of this Agreement, he has not made any disclosure of any term of this settlement to any person or entity other than his counsel. Jokel may, however, disclose the financial terms of this Agreement to his spouse and legal, financial tax and/or accounting advisors who need to know such information in order to assist them with their legal or tax matters related to this Agreement. Jokel recognizes and agrees that the terms of this paragraph are a material inducement to this Agreement and the breach (or threatened breach) of any of these terms will be presumed to cause irreparable injury that can be remedied by injunctive relief without showing the absence of a legal remedy. Nothing in this provision, or anywhere in this Agreement, shall prevent Jokel from providing truthful information and testimony (a) to government authorities; (b) in any legal proceedings; or (c) as otherwise required or provided by law (including, specifically, the provisions of California Code of Civil Procedure section 1001 and the provision of PAGA, which requires that this Agreement be transmitted to the LWDA in connection with the settlement of any action alleging PAGA claims and that the Court approve

of the dismissal of the Action. That is, nothing in this Agreement prevents Jokel from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Jokel has reasonable cause to believe to be unlawful.

13. Non-Disparagement. Jokel agrees that he shall not make any statement that disparages or is derogatory in any way to NuMSP or its current or former officers and directors, including, but not limited to any communications with the press or other media or any employee, agent, customer, client, supplier, affiliate, person, business, or the public generally. However, nothing in this paragraph shall be construed to prevent or prohibit Jokel from providing truthful information in response to any court order, discovery request, subpoena, or other similar request. Additionally, nothing in this Agreement prevents Jokel from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Jokel has reasonable cause to believe to be unlawful.

14. Neutral Reference. In response to any request for a reference by an employer or prospective employer of Jokel, NuMSP Human Resources Department shall provide a reference consisting of Jokel's dates of employment and last position held. Jokel shall direct all such inquiries to NuMSP's Human Resources Department. However, nothing in this paragraph shall be construed to prevent or prohibit NuMSP, its officers and directors from providing truthful information in response to any court order, discovery request, subpoena or other similar request.

15. Applicable Law. The validity, interpretation and performance of this Agreement shall be construed and interpreted according to the laws of the State of California.

16. Binding on Successors. The Parties agree that this Agreement shall be binding on their successors, heirs and/or assigns.

17. No Assignment. The Parties to this Agreement warrant and represent that they have not assigned or transferred to any person not a party to this Agreement any released matter or any right to any of the payments or other consideration provided pursuant to this Agreement.

18. Cooperation. The Parties agree to do all things necessary and to execute all further documents necessary and appropriate to carry out and effectuate the terms and purposes of this Agreement.

19. Fees and Costs; Retention of Jurisdiction to Enforce Agreement. The Parties agree to bear their own fees and costs in connection with the negotiation, drafting or execution of this Agreement. The Parties further agree to bear their own fees and costs arising out of or in any way related to the underlying acts, transactions or events that have occurred between them to date, including but not limited to those occurring during Jokel's employment with NuMSP, or that were alleged in the Action, and/or any claims related in any way to conduct by NuMSP. The Court shall retain jurisdiction, pursuant to Cal. Code of Civil Procedure section 664.6 and as otherwise allowed by law, to enforce this Agreement, including by entry of judgment consistent with its terms. If either Party brings a legal action to enforce the terms of this Agreement, the prevailing party in that action will be entitled to recover his or its reasonable attorneys' fees and costs.

20. Tax Indemnification. Jokel agrees that he shall bear full responsibility for any and all tax liabilities owed by him that may arise in relation to this Agreement, and Jokel agrees that he shall fully indemnify and hold NuMSP and the Released Parties harmless from any tax liability owed by him arising from or related to the transactions set forth herein including, but not limited to, NuMSP's payment of the Settlement Sum, any taxes, penalties, fines, and/or interest that are assessed by any tax authority against Jokel.

21. Counterparts. This Agreement may be executed in one or more counterparts, any one of which shall be deemed to be the original even if the others are not produced.

WHEREFORE, the parties have executed this Agreement on the date shown below.

Dated: 11 / 23 / 2022

MICHAEL JOKEL
MICHAEL JOKEL

Dated: 11/29/2022

NUMSP, LLC
By: [Signature]
Its: VP of Finance

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