

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys General Act Settlement and Release Agreement (“Agreement”) is made and entered into by Plaintiff Aide Parker (“Parker” or “Plaintiff”) and Defendant RCM TECHNOLOGIES (USA), INC. (“Defendant”).

RECITALS

A. WHEREAS, Parker worked for Defendant from approximately October 12, 2021 to on or about May 4, 2022;

B. WHEREAS, on about July 15, 2022, Parker filed a notice with the Labor and Workforce Development Agency under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) (“PAGA”) asserting various alleged Labor Code and wage and hour violations, including California Labor Code sections 204, 210, 226, 226.7, 432.5, 510, 512, 558, 1102.5, 1174, 1197, 1182.11-1182.13, 1198, and 2802, which was also sent to Defendant (the “PAGA Letter”);

C. WHEREAS, on November 8, 2022, Parker filed a lawsuit against Defendant in the Superior Court for the County of San Diego, which was subsequently removed on or about December 16, 2022, to the United States District Court, Southern District of California, case number 3:22-cv-02004-GPC-AGS, asserting both individual claims and a PAGA representative claim for civil penalties under California Labor Code section 2698, et seq., predicated on alleged violations of California Labor Code sections 204, 210, 226, 226.7, 432.5, 510, 512, 558, 1102.5, 1174, 1197, 1182.11-1182.13, 1198, and 2802 (the “PAGA Claim,” or “PAGA Action”). Through her PAGA Claim, Parker asserted claims on behalf of herself, the State of California, and current and former employees of Defendant in California;

D. WHEREAS, Defendant contends it has satisfied all of its obligations to Parker and Defendant has paid all wages and benefits, including overtime, minimum wages, meal and rest period premiums, and necessary reimbursements, due and owing to Parker and deny all of Parker’s allegations in the PAGA Claim and PAGA Letter;

E. WHEREAS, the Parties desire to fully and finally resolve and settle Plaintiff’s individual PAGA claim arising out of Plaintiff’s employment with and separation from Defendant and association with Defendant;

F. WHEREAS, Plaintiff is not pursuing a representative PAGA claim on behalf of other individuals;

NOW THEREFORE IN CONSIDERATION of the promises and covenants contained in this Agreement, Parker and Defendant agree to the following:

1. **Definition of Releasees:** References in this Agreement to “Releasees” shall include Defendant RCM Technologies (USA), Inc. and its affiliated companies, owners, parents, members, subsidiaries, related companies and business concerns, past and present, including successors and predecessors, and each of them, as well as each of their clients for whom Parker performed services, insurers, partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees, past and present, and each of them.

2. **Approval of PAGA Settlement And Dismissal Of Action As Condition Precedent:** In conjunction with this Agreement, the Parties are entering into a separate Stipulation for Approval of

PAGA Settlement And Dismissal of Action (“PAGA Settlement and Stipulation”) by which the Parties resolve, settle and discharge the PAGA Claim on an individual basis with prejudice, dismiss the representative claims without prejudice subject to Court approval, and further dismiss Plaintiff’s remaining non-PAGA claims with prejudice. This Agreement is contingent upon execution by the Parties and approval by the Court of the PAGA Settlement and Stipulation. The Court’s unconditional approval of the PAGA Settlement and Stipulation approving the PAGA settlement and dismissing the PAGA Claim as set forth herein is an express condition precedent to Defendant’s and Plaintiff’s obligations under this Agreement (including, but not limited to, all payment obligations). If the PAGA Settlement and Stipulation is not unconditionally approved by the Court, then: (1) this Agreement shall be null and void; (2) neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect; and (3) all Parties to the Settlement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court.

3. **Settlement Payment/Consideration:** In consideration for Plaintiff’s agreement to settle and release her individual claim under the PAGA, Defendant agrees to pay five hundred dollars and zero cents (\$500.00), of which: (1) \$375.00 (representing 75% of said \$500.00) will go to the Labor & Workforce Development Agency (“LWDA”); and (2) \$125.00 will be payable to “Aide Parker” and shall represent payment for PAGA penalties and for which a form 1099 shall issue. Counsel for Defendant shall distribute said amounts to the LWDA and to Plaintiff no later than fourteen (14) business days of the Court (1) granting approval of the PAGA settlement and dismissing the PAGA Claim. Plaintiff agrees that Defendant’s designation of settlement funds in the manner set forth in this paragraph is fully acceptable. Plaintiff further acknowledges that the foregoing constitutes an accord and satisfaction and a full and complete settlement of Plaintiff’s individual PAGA claim. Defendant’s payment set forth in this paragraph shall constitute the entire consideration to be provided to Plaintiff pursuant to this PAGA Settlement Agreement and for resolution of her individual PAGA claim. Plaintiff agrees not to seek any further compensation for any other claimed damage, costs or attorneys’ fees in connection with the matters encompassed in this PAGA Settlement Agreement.

4. **Effective Date:** The Effective Date of this PAGA Settlement Agreement is the date that the Court approves the PAGA Settlement and Stipulation. Plaintiff represents that she does not seek to pursue a PAGA claim on behalf of other aggrieved employees and therefore a dismissal with prejudice on behalf of other alleged “aggrieved employees” is not warranted. To the extent the Court does not approve the PAGA Settlement and Stipulation, the Parties and their counsel agree that they will cooperate with each other and use their best efforts to effect the PAGA Settlement to obtain Court approval for same.

5. **LWDA Notification:** Plaintiff will timely provide the notifications and submission to the LWDA as required by Labor Code section 2699(l).

6. **Taxes; Indemnification:** Plaintiff acknowledges and agrees that Defendant has not made any representations regarding the tax consequences of any payment made pursuant to this Agreement. Parker agrees that she is responsible for payment of any and all taxes on the payments made pursuant to this Agreement. Parker further agrees to indemnify, hold harmless and defend Defendant against any and all claims, demands, or liabilities that may be asserted by any governmental agency (including but not limited to any local, state or federal taxing authority or agency) against Defendant for any federal, state or local taxes or penalties that may be payable as a result of any payment made pursuant to this Agreement.

In addition, Parker agrees to pay any and all interest or penalties charged to or assessed against Defendant based on any payment made pursuant to this Agreement.

7. **Release of PAGA Claims:** To the greatest extent permitted by law, Plaintiff individually and on behalf of herself only freely, knowingly and voluntarily releases and forever discharges Defendant and the Releasees of and from all manner of actions, suits, claims, damages, liabilities, penalties, arbitrations, charges, claims for attorneys' fees, interest, expenses and costs, judgments, awards, orders, executions or demands of any nature whatsoever, whether known or unknown, suspected or unsuspected, against Releasees or any of them, which Plaintiff ever had, now has, or which Plaintiff or Plaintiff's heirs, assigns, executors or administrators hereafter can, shall or may have arising under the California Private Attorneys General Act (California Labor Code section 2698 et seq.) which includes claims brought under the PAGA predicated upon California Labor Code Sections 204, 210, 226, 226.7, 432.5, 510, 512, 558, 1102.5, 1174, 1197, 1182.11-1182.13, 1198, and 2802, and/or any other California Labor Code provisions that could have been asserted under the PAGA in connection with the PAGA Claim and/or PAGA Letter ("Released Claims"), including but not limited to any claims for penalties, wages, interest and/or attorneys' fees and costs thereon arising from any and all of the Released Claims. All such Released Claims (including, without limitation, claims for related attorneys' fees and costs) are forever barred by this Agreement regardless of the forum in which they may be brought.

Nothing in this Agreement shall affect any state or federal government agencies' rights and responsibilities to enforce the California Labor Code or any other applicable law, nor shall anything in this Agreement be construed as a basis for interfering with Plaintiff's protected right to file a timely charge with, or participate in an investigation or proceeding with a state, federal or local government entity; provided, however, if the state, federal or local government entity commences an investigation on Plaintiff's behalf pertaining to the claims asserted in the PAGA Claim and/or PAGA Letter, Plaintiff specifically waives and releases her right, if any, to recover any monetary or non-monetary benefits of any sort whatsoever arising from any such investigation or otherwise and from any such administrative charge or complaint filed with any government agency other than the NLRB.

This Release of PAGA Claims does not extend to any claims that were alleged in Plaintiff's PAGA Letter or Complaint on behalf of other allegedly aggrieved employees.

8. **No Admission Of Liability:** This PAGA Settlement Agreement shall not be construed as an admission by Defendant or the Releasees of liability or of any violation of the rights of Parker or any person, or of any violation of any law, statute, duty or order whatsoever. Defendant and the Releasees do not admit that they ever violated any provision of the California Labor Code, including, but not limited to, those sections for which Plaintiff seeks relief, including under the PAGA, or of any other law. Defendant and the Releasees specifically disclaim any liability to Parker or any other person, including any allegedly aggrieved employees, for any violation of any contract, law, statute, duty, order, or any other basis. This PAGA Settlement shall not be used or offered as evidence to establish liability against Defendant or the Releasees in any subsequent action or proceeding; provided, however, this shall not prevent the PAGA Settlement from being used, offered, or received in evidence in any proceeding to enforce, construe, or finalize the PAGA Settlement.

9. **Severance:** If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement, except upon waiver in writing by the applicable all Releasees. If such release is found to be invalid, this entire Agreement shall be deemed null and void.

10. **Choice of Law:** This PAGA Settlement Agreement is to be interpreted pursuant to the laws of California, except where the application of federal law applies.

11. **Counterparts/Facsimile Signatures:** This PAGA Settlement Agreement may be executed in counterparts, and signatures exchanged by facsimile or other electronic means (e.g., PDF), with appropriate audit trail, shall be effective for all purposes hereunder to the same extent as original signatures, all of which when taken together shall constitute the Agreement. Any Party who delivers a facsimile or PDF signature page agrees to later deliver an original signature page to any Party who requests it.

Having read, understood, and agreed to the foregoing terms and conditions, the Parties hereby voluntarily execute this PAGA Settlement Agreement by placing their signatures below.

Date: 2/21/2023


AIDE PARKER

Date: 2/27/23


By: Kevin Miller, CFO
RCM TECHNOLOGIES (USA), INC.