PAGA SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release (hereinafter "Settlement" or "Agreement") is made and entered into by and between Plaintiff Robert Cummings (hereinafter "Plaintiff") as a private attorney general on behalf of the State of California pursuant to Labor Code section 2698 *et seq*., the Private Attorneys General Act ("PAGA") on the one hand, and Defendant Interpress Technologies, Inc. ("Defendant") on the other hand. Plaintiff and Defendant are collectively referred to herein as "the Parties."

This Settlement shall be binding on Plaintiff and the State of California to the extent permitted under PAGA and on Defendant subject to the terms and conditions hereof and the approval of the Court.

I. NATURE OF ACTION

1. On October 27, 2023, Plaintiff sent notice to the Labor and Workforce Development Agency ("LWDA") giving notice of his intent to pursue a representative PAGA action on behalf of the State of California as well as on behalf of other aggrieved employees.

2. On January 13, 2024, Plaintiff filed a first amended complaint that included his own individual claims as well as representative PAGA claims and class claim in the Sacramento County Superior Court.

3. For purposes of this settlement, the Aggrieved Employees or PAGA Members are defined as: all non-exempt employees who were employed by Interpress Technologies, Inc. in California at any point from October 27, 2022 through May 11, 2025.

4. Through informal discovery, Defendant provided Plaintiff and PAGA Counsel with information about the number of approximately potentially aggrieved employees (64), the approximate number of pay periods potentially at issue (2,787 pay periods) through the date of mediation, the relevant policy documents, as well as a sample of time and pay data for a representative sample of aggrieved employees.

5. On April 11, 2025, the Parties mediated this case before experienced Mediator Lonnie Giamela and, though an agreement was not reached that day, the parties continued to work

with Mr. Giamela and, on April 14, 2025, reached a settlement as to the PAGA and individual claims set forth in the January 13, 2024 First Amended Complaint with an agreement that class claims would be dismissed given that the great majority of potential class members had signed arbitration agreements.

II. REPRESENTATIONS AND DEFINITIONS

1. "Aggrieved Employee," "Aggrieved Employees," "PAGA Member" or "PAGA Members" shall mean all non-exempt employees who were employed by Interpress Technologies, Inc. in California as an employee at any point from October 27, 2022 through May 11, 2025.

2. "PAGA Representative" or "Plaintiff" shall refer to the named Plaintiff Robert Cummings.

3. "Defendant" shall mean and refer to Interpress Technologies, Inc.

4. "Released Parties" shall mean and refer to Defendant and any predecessor, merged, or related entities, including any integrated enterprises, alter egos, or joint employers and its owners, managers, agents, attorneys, contractors, clients, or employees.

5. "Lawsuit" refers to the civil action pending in Sacramento County Superior Court titled, *Robert L. Cummings, an individual, on behalf of the himself and others similarly situated, Plaintiff, v. INITERPRESS TECHNOLOGIES, INC., a California Corporation, and DOES 1 through 50, inclusive, Defendants*, Sacramento County Superior Court, Case No. 23CV010787.

6. "PAGA Counsel" shall refer to David Yeremian and Alvin B. Lindsay of the D.Law, Inc..

7. "Counsel for Defendant" and "Defense Counsel" shall refer to Kevin Cleveland of O'Hagan Meyer.

8. "Covered Period" or "PAGA Period" shall mean the period from October 27, 2022 through May 11, 2025.

9. "Court" refers to the Sacramento County Superior Court.

10. "Aggrieved Employee Share" shall mean and refer to each PAGA Aggrieved Employees' share of the 25% of PAGA penalties allocated to the Aggrieved Employees in

accordance with Labor Code section 2699(i).

11. "Settlement Administrator" shall refer to APEX Class Action Administration.

12. "Covered Claims" means any and all claims, rights, or causes of action seeking civil penalties under PAGA that were alleged or reasonably could have been alleged for PAGA penalties based on violations of the following Labor Code provisions: 201, 202, 203, 204, 206.5, 210, 226, 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, and any applicable IWC Wage Order and any other violations of the Labor Code that reasonably could have been alleged based upon the facts alleged in the October 27, 2023 PAGA Notice and/or the January 13, 2024 Complaint. (the "Settled Claims" or "Released Claims"). This settlement does not cover any employees' individual claims including Plaintiff's own individual claims.

13. "Individual Settlement" shall mean and refer to Plaintiff Robert Cummings's separate individual settlement agreement with Defendant. "Plaintiff's Individual Settlement Payment" means the $7,500.00 payment to Plaintiff in exchange for Plaintiff's general release of his individual claims against Defendant and Section 1542 waiver. Plaintiff's individual Settlement is not included in the Gross Settlement Amount, and he is not requesting a representative enhancement award accordingly.

14. "Eligible Pay Periods" means the total number of pay periods that each Aggrieved Employee received a wage statement during the Covered Period.

15. "Settlement" shall mean this Settlement and Release Agreement.

16. "Effective Date" and "Final" means the later of: (i) if no aggrieved employee files an objection (to the extent permitted by law) then the date the Court enters an order granting approval of the PAGA settlement; (ii) if an Aggrieved Employee objects then sixty-one (61) days following the date the Court enters an order granting approval, assuming no appeal is filed; or (iii) if an Aggrieved Employee objects and either timely intervenes or timely files a motion to vacate the Judgment despite the prohibition against such actions recognized in *Turrieta v. Lyft, Inc.*, 16 Cal. 5th 664, 675 (2024) and nevertheless files a timely appeal, then the date of final resolution of that appeal (including any requests for rehearing and/or petitions for certiorari),

resulting in final and complete judicial approval of the Settlement in its entirety, with no further challenge to the Settlement being possible. In this regard, the Parties intend that the Effective Date of the PAGA Settlement shall not be a date before the Court's order approving the PAGA Action settlement has become completely final and there is no timely recourse by any person who seeks to contest the PAGA Action settlement.

17. "Service Award" means a monetary amount which Plaintiff Robert Cummings was eligible to receive for his participation in, and for bringing, the PAGA claims in this lawsuit. However, Robert Cummings has agreed to accept no service award and will only take his portion of the PAGA settlement as an aggrieved employee with regards to the PAGA claims.

18. "Gross Settlement Amount" or "GSA" shall mean and refer to the $117,500.00 that Defendant is obligated to pay under the terms of the proposed settlement. The Gross Settlement Amount consists of the settlement payment to PAGA Members, settlement administration fees and costs, the $0 Plaintiff's Service Award as to the PAGA Action, payment to the Labor and Workforce Development Agency of its share under the Labor Code Private Attorneys' General Act of 2004 ("PAGA", codified at Labor Code section 2698, *et seq.*), and attorneys' fees and costs. The Gross Settlement Amount is non-reversionary, such that the entire amount will be disbursed and none will revert to Defendant.

19. Plaintiff alleged on behalf of the State of California that Defendant failed to pay the aggrieved employees all minimum wages, all overtime wages, failed to provide lawful meal periods and pay meal period premiums at the proper rate, failed to provide lawful paid rest periods and pay rest period premiums at the proper rate, failed to provide complete or accurate itemized wage statements (pay stubs), failed to timely pay all wages owed during and after employment, failed to maintain accurate time records, failed to reimburse business expenses, failed to maintain proper temperatures or take proper measures with regards to heat, and otherwise failed to follow all provisions of the California Labor Code. Plaintiff alleges that this underlying conduct gives rise to a claim pursuant to Labor Code Section 2698, *et seq*.

20. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Lawsuit, and denies any liability or intentional wrongdoing. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant. Nevertheless, Defendant is willing to resolve this matter in accordance with the terms set forth herein.

21. The purpose of this Settlement is to settle and compromise the Lawsuit and all Covered Claims that Plaintiff, the State of California and the Aggrieved Employees have under PAGA against Defendant and the Released Parties. Neither the existence of this Settlement nor anything contained in this Settlement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Nothing herein shall constitute an admission by Defendant that the Lawsuit was properly brought as a representative action other than for settlement purposes. Settlement of the Lawsuit, the negotiation and execution of this Settlement, and all acts performed or documents executed pursuant to or in furtherance of this Settlement or the settlement of the Lawsuit: (a) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in the operative Complaint in the Lawsuit; (b) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omissions on the part of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal; and (c) are not, shall not be deemed to be, and may not be used as, an admission or evidence of the appropriateness of these or similar claims for

representative treatment, class certification, or administration other than for purposes of administering this Settlement.

22. The Parties recognize that the issues presented in the Lawsuit are likely only to be resolved with extensive and costly pretrial and trial proceedings, and that further litigation will cause inconvenience, distraction, disruption, delay, and expense disproportionate to the potential benefits of litigation. The Parties have taken into account the risk and uncertainty of the outcome inherent in any litigation and the claims in this Action.

23. Plaintiff and PAGA Counsel contend that they have diligently pursued an investigation of the state of California's claims under PAGA against Defendant.

24. Based on their own independent investigations and evaluations and after attending Mediation, Plaintiff and PAGA Counsel are of the opinion that the settlement for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and that it is in the best interests of the Plaintiff, the Aggrieved Employees, and the State of California in light of all known facts and circumstances and the risks inherent in litigation.

25. In order to comply with the requirements of Labor Code Section 2699(*l*), Plaintiff shall submit a Motion for Approval of Representative PAGA Settlement to the Court identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Motion"). The Settlement is contingent upon the approval by the Court. If the Court denies a Motion for Approval of Representative PAGA Settlement due to concerns that the Parties cannot address through non-material modifications of this Agreement and/or will not agree to the dismissal of the class claims contained in the First Amended Complaint, (i) this Settlement shall be considered null and void; (ii) neither this Settlement Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (iii) all Parties to this Settlement Agreement shall stand in the same position, without prejudice, as if this Settlement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Settlement, except for the amount of attorneys' fees and costs, shall invalidate this Settlement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions

shall remain in full force and effect. The Parties agree to abide by all of the terms of the Settlement in good faith and to support the Settlement fully and to use their best efforts to defend this Settlement from any legal challenge, whether by appeal or collateral attack. The Parties shall make all possible good faith efforts to resolve any issues raised by the Court during the approval process.

26. In the event that the Court does not grant a Motion for Approval of Representative PAGA Settlement after several attempts and after exhausting all good faith efforts to address any concern raised by the Court, the Parties will be restored to their positions prior to the execution of this Settlement Agreement and the Settlement Agreement shall be null and void and all materials related to seeking approval of the Settlement shall be inadmissible.

III. TERMS OF SETTLEMENT

27. In consideration of the mutual covenants, promises and representations set forth in this Settlement, Plaintiff, on behalf of the State of California as a Private Attorney General, and Defendant agree to settle and compromise the Lawsuit and the Covered Claims, subject to the terms and conditions set forth in this Settlement.

28. The Amount of the Settlement. As consideration for the settlement described herein and the release contained in this Settlement, Defendant agrees to pay the Gross Settlement Amount of $117,500.00 in connection with the PAGA Settlement. The Gross Settlement Amount shall consist of and will be allocated as follows:

(a) PAGA Counsel's attorney fee request of one-third of the Gross Settlement Amount ($39,166.67);

(b) PAGA Counsel's request for costs in the amount of up to $20,000.00;

(c) Administration costs of up to $5,000.00 to be paid to the Settlement APEX Class Action Administration; and

(d) the remainder of the Settlement Payment after deducting the items (a), (b) and (c) above shall be designated as PAGA Penalties or PAGA Penalty Fund and is estimated to be $53,333.33 and will be allocated between the LWDA and the

Aggrieved Employees pursuant to Labor Code section 2699(i) with 75% paid to the LWDA ($40,000.00) and 25% paid to the Aggrieved Employees on a pro-rata basis ($13,333.33) based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period.

29. Allocation and Calculation of the PAGA Penalties. The anticipated total PAGA Penalty Fund will be approximately $55,333.33. Seventy-five percent of the PAGA Penalty Fund will be paid to the LWDA as required by Labor Code section 2699(i). The remaining 25% of the PAGA Penalty Fund will be distributed to Aggrieved Employees on a pro-rata basis based upon the number of pay periods worked during the Covered Period also referred to as the PAGA Period. The allocation amongst the Aggrieved Employees shall be determined by dividing the entire PAGA Fund allocated to the Aggrieved Employees by the number of pay periods in the PAGA Period. The resulting amount shall be the Pay Period Amount. Each Aggrieved Employee, including Plaintiff, shall receive a pro rata value equal to the number of pay periods worked during the PAGA Period multiplied by the Pay Period amount (the "Individual Settlement Payments)". All Individual Settlement Payments made to Aggrieved Employees will be reported on an IRS Form 1099-MISC to the extent required by law. Each Aggrieved Employee's pro-rata share of the PAGA Penalty Fund represents their share of the 25% in PAGA penalties distributable to the aggrieved employees.

30. PAGA Representative Service Award. Plaintiff Robert Cummings is entitled to request a service award in recognition for his services on behalf of the State of California and the aggrieved employees. Any service award awarded by the Court would have been paid out of the Gross Settlement Amount and reported on an IRS Form 1099-MISC basis. However, Plaintiff Robert Cummings waives any right to a PAGA Representative Service Award and agrees to only receive from this settlement, his pro-rata share of the PAGA Penalty Fund penalties awarded to the aggrieved employees. Plaintiff will also receive Plaintiff's Individual Settlement Payment as agreed to in connection with the separate settlement of his individual claims.

31. <u>PAGA Counsel's Fees and Costs</u>. As part of the request for approval of this Settlement, PAGA Counsel will request court approval of one-third of the Gross Settlement Amount, which is $39,166.67. PAGA Counsel will also request cost reimbursement in the amount of up to $20,000.00 for costs incurred and/or expected to be incurred by PAGA Counsel in the prosecution of this Action. Should PAGA Counsel request a lesser amount of attorneys' fees and costs and/or the Court approve a lesser amount, the difference shall be allocated to the PAGA Penalty Fund and distributed accordingly. Any attorneys' fees and costs awarded to PAGA Counsel, hereinafter referred to as "PAGA Counsel Fees & Costs," shall fully compensate and reimburse PAGA Counsel for any and all of the work already performed in connection with the Lawsuit and all work remaining to be performed in fully and finally resolving the Lawsuit, including but not limited to securing Court approval of the settlement, appearing at any hearings, making sure that the settlement is fairly and properly administered, defending the settlement in any appeal or other post-approval matter, all other work that PAGA Counsel has performed or will perform, and all costs that PAGA Counsel has incurred or will incur. Defendant will not object to nor oppose a request for attorneys' fees in the amount of up to one-third of the Gross Settlement Amount nor any request for reimbursement for costs that do not exceed $20,000.00.

32. <u>Tax Treatment of Settlement Amounts</u>. With regard to settlement payments to PAGA Aggrieved Employees reflecting each Aggrieved Employees' share of PAGA penalties, IRS Form 1099-MISCs will be issued if required by the Settlement Administrator. Nothing in this Settlement is intended to constitute legal advice regarding federal, state, and/or local tax obligations. Plaintiff acknowledges that he has obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the Settlement Amount in this Agreement or any payment to be made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any Aggrieved

Employees' tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel Fees & Costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

IV. RELEASE

33. Release By All Aggrieved Employees. Upon the approval by the Court of this Settlement, Plaintiff, the State of California and each Aggrieved Employee, for the period from October 27, 2022 through May 11, 2025, shall fully release and forever discharge the Released Parties from any and all Covered Claims.

34. Release by Plaintiff and Plaintiff's Individual Settlement. In addition to his participation in the Release By all Aggrieved Employees and except as otherwise provided herein, upon the Effective Date of this Settlement, Plaintiff has agreed to a separate individual settlement that is intended to compensate Plaintiff for all individual claims contained in the First Amended Complaint and any additional claims, whether known or unknown, against Defendant, including but not limited to, his separately pled individual wage and hour claims pending in this Action and a general release that also covers claims for employment discrimination, retaliation, or other individual claims that are not being litigated in this case. As part of the settlement of his individual claims, Plaintiff is providing a full release of individual claims to the extent permitted by law, other than non-releasable claims such as and including workers' compensation claims, as part of this Settlement.

V. APPROVAL OF THE SETTLEMENT

35. The Parties recognize that in accordance with Labor Code Section 2699(*l*), Court approval is required in the event of a settlement of a PAGA action on a representative basis. However, as explained in *Arias v. Superior Court*, 46 Cal.4th 969 (2009), the Parties are not obligated to follow the class action procedural rules in PAGA cases and therefore need not obtain approval of the PAGA settlement *thorough* a motion for preliminary or final approval. *See also Mendoza vs. Nordstrom, Inc.*, 2 Cal. 5th 1074 (2017) ("PAGA authorizes a representative action without the need for class certification."); *Baumann v. Chase Inv. Servs. Corp.*, 747 F.3d 1117,

1123 (9th Cir. 2014) ("a PAGA suit is fundamentally different than a class action" in that PAGA has no notice requirements for unnamed aggrieved employees, nor may such employees opt out of a PAGA action."); *Williams vs. Sup. Ct.*, 3 Cal.5th 531, 546-547 (2017) ("PAGA does not make other potentially aggrieved employees parties or clients of plaintiff's counsel, does not impose on a plaintiff or counsel any express fiduciary obligations, and does not subject a plaintiff or counsel to scrutiny with respect to the ability to represent a large class.").

36. In order to comply with the requirements of Labor Code Section 2699(*l*), Plaintiff shall file a Motion for Approval of Representative PAGA Settlement identifying the key terms of this Settlement and Release agreement and requesting that the Court approve the Settlement ("Approval Motion").

VI. THE SETTLEMENT PAYMENT PLAN AND ADMINISTRATION OF THE SETTLEMENT

37. Within 15 calendar days after the Effective Date, Defendant will compile and transmit to the Settlement Administrator an Aggrieved Employee list ("Aggrieved Employee List") containing: (1) the name; (2) last known home address and telephone number; (3) the number of pay periods worked by an Aggrieved Employee during the Covered Period; and (4) the Aggrieved Employees' social security numbers.

38. Defendant shall pay to the Settlement Administrator the Gross Settlement Amount within thirty (30) calendar days of the Effective Date or on January 1, 2026, whichever is later (The "Trigger Date"). Once Defendant has complied with its obligation set forth in paragraph 37 and this paragraph, it shall be deemed to have satisfied all of the terms and conditions of this Agreement, shall be entitled to all the protections afforded it under the Agreement, and shall have no further obligations under the Agreement. Without prejudice to any other remedies, both the Settlement Administrator and PAGA Counsel shall hold Defendant harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate PAGA Members as provided in this Agreement. The Settlement Administrator shall distribute each Aggrieved Employee Share to the

Aggrieved Employees, payment to the LWDA, and the attorneys' fees and costs awarded by the Court within fifteen (15) days of the Trigger Date.

39. The Settlement Payment checks for each Aggrieved Employee's Share shall be sent to each Aggrieved Employee by U.S. First Class mail to the Aggrieved Employee's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. A Notice Letter approved by the Parties, in advance of filing the Approval Stipulation, explaining this Settlement will be included in the mailing of each Aggrieved Employee's check and submitted to the Court for its review and approval. The date of the initial mailing of the payment check shall be conclusively determined according to the records of the Settlement Administrator.

40. The Settlement Administrator shall ensure that 75% of the PAGA Penalty Fund is paid to the LWDA.

41. Aggrieved Employee Share checks shall remain valid and negotiable for one hundred eighty (180) calendar days from the date of their issuance or reissuance. Any funds associated with checks for the Aggrieved Employees Share of PAGA penalties that have not been cashed within 180 days, will become void. For any Aggrieved Employee whose Aggrieved Employee Share check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

42. <u>Escalator Clause</u>. Defendants represented that there were approximately 64 Aggrieved Employees and approximately 2,787 pay periods as of March 31, 2025. If the number of pay periods as of May 11, 2025 exceeds the estimate of 2,787 pay periods by more than 15% (*e.g*. if there are more than 3,205 pay periods), Defendants agree to increase the Gross Settlement Amount on a pro-rata basis equal to the increase in number of pay periods relative to the estimate minus the 15%. By way of example, if there turn out to be 3,800 pay periods, the settlement shall be increased by 21.35% ((3,800 pay periods/2,787estimated pay periods x 100%)– 15%), which is the amount of increase relative to the initial estimate minus the 15% buffer.

VII. DUTIES OF THE PARTIES PRIOR TO APPROVAL

43. Promptly upon execution of this Settlement, Plaintiff shall file a Motion for Approval of Representative PAGA Settlement. The Parties shall apply to the Court for the entry of an order and final judgment approving this Settlement as required by Labor Code section 2699(*l*). Plaintiff shall prepare and file a Motion for Approval of Representative PAGA Settlement. The Approval Motion will request Court approval of the following:

a. Approving the terms of this Settlement and Release Agreement;

b. Approving the amount of PAGA Counsel Fees & Costs;

c. Appointing APEX Class Action Administration as the Settlement Administrator and approving the amount of Settlement Administration Costs;

d. Dismissal of the Class Claims if not separately handled prior Court approval; and

e. Entering Final Judgment.

44. In conjunction with the Motion for Approval of PAGA Settlement, the Parties will submit a proposed Final Judgment requesting the entry of judgment on the PAGA claims in the amount of $117,500.00 in favor of Plaintiff and the State of California.

45. The signatories hereto hereby represent that they are fully authorized to enter into this Settlement and bind the Parties hereto to the terms and conditions hereof.

VIII. MUTUAL FULL COOPERATION

46. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement, including, but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. The Parties to this Settlement shall use their best efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement and the terms set forth herein.

X. NO ADMISSION

47. Nothing contained herein nor is the consummation of this Settlement to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant or any of the Releasees. Each of the Parties hereto has entered into this Settlement with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. Defendant denies that it has engaged in any unlawful activity, that it failed to comply with the law in any material respect, or that it has any liability to anyone under the claims asserted in the Lawsuit. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or shall be construed as an admission of liability or wrongdoing by Defendant.

XI. NON-EVIDENTIARY USE

48. Whether or not the Effective Date occurs, neither this Agreement nor any of its terms, nor the Settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant or any other of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against any of the Released Parties in any further proceeding in the Lawsuit, or any other civil, criminal, or administrative action or proceeding except for the purposes of effectuating the Settlement pursuant to this Agreement or for Defendant to establish that an Aggrieved Employee has resolved any of his/her claims released through this Agreement nor against Plaintiff in this Action.

XI. NULLIFICATION

49. If (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties (except for the amount of attorneys' fees, costs, settlement administration costs, or the proposed service award), or (b) the Court's approval of this Settlement is reversed, modified, or declared or rendered void, then (i) this Agreement shall be considered null and void; (ii) neither this Agreement nor any of the related negotiations or proceedings shall be of any force

or effect; and (iii) all Parties to this Agreement shall stand in the same position, without prejudice, as if the Agreement had been neither entered into nor filed with the Court. Invalidation of any material portion of this Agreement, except for the amount of attorneys' fees and costs, settlement administration expenses, or the Plaintiff's proposed service award, shall invalidate this Agreement in its entirety unless the Parties shall subsequently agree in writing that the remaining provisions shall remain in full force and effect.

XII. ATTORNEYS' FEES, COSTS AND EXPENSES

50. Except as specifically set forth herein, each party shall bear their own attorneys' fees, costs, and expenses, taxable or otherwise, incurred by her/ them arising out of the Lawsuit, and shall not seek reimbursement thereof from any other party to this Agreement. However, to the extent that any party must enforce the terms of this agreement, the prevailing party in such enforcement action will be entitled to their attorneys' fees and costs.

XIII. CONSTRUCTION

51. The Parties hereto agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Agreement constitutes the entire agreement between Plaintiff (on behalf of himself and the State of California) and Defendant regarding actual or potential claims asserted by Plaintiff against Releasees. Excluding the Arbitration Agreement entered into by the Parties prior to the commencement of this lawsuit and the Individual Settlement Agreement that covers Plaintiff's individual claims and will be disclosed to the Court, this Agreement supersedes all prior agreements, written or oral, between or among the Parties regarding those claims or potential claims and the resolution of those claims. Consequently, no other agreement, statement, or promise made by one Party to another as to any matter addressed in this Agreement shall be binding or valid.

XIV. CAPTIONS AND INTERPRETATIONS

52. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this

Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

XV. MODIFICATION

53. This Settlement may not be amended, changed, altered, or modified, except in writing and signed by the Parties (or their successors-in-interest) hereto. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

XVI. MISCELLANEOUS

54. Limited Waiver of Right to Appeal. Provided that the Judgment ultimately entered in this Action is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Service Award, the PAGA Counsel's Fees and PAGA Counsel's expense reimbursement, the Parties and their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals or to oppose and/or appeal any adverse rulings related to any third parties attempts to intervene or object to the Parties' proposed settlement or any of its terms.

55. Use and Return of PAGA Data. Documents provided to PAGA Counsel under the Mediation Privilege shall be deleted 1 year and 30 days after the entry of any amended judgment under Code of Civil Procedure section 384.

56. This Settlement contains the entire agreement between the Parties relating to the Settlement of the Covered Claims and all PAGA claims in the Parties' lawsuit, and all prior or contemporaneous agreements (except any Arbitration Agreement and Plaintiff's disclosed Individual Settlement Agreement that will be filed by Defendant under seal), understandings, representations, and statements, whether oral or written and whether by a party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing. The Parties have made such investigation of the facts and the law pertaining to the matters described

herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters that would alter or change the terms of this Agreement. No representations, warranties, or inducements have been made to any party concerning this Agreement other than those expressly set forth or referred to herein.

57. This Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

58. This Settlement may be executed in counterparts either via a wet written signature or an electronic signature (such as via Dropbox Sign or DocuSign). When each Party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement, which shall be binding upon and effective as to all Parties. The counterparts may be executed and/or transmitted electronically or by facsimile.

59. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

60. The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement shall not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement. As such, both Parties agree that they bear the risk of mistake and that they each agree to bear such risks, including all potential risks associated with this Settlement, equally.

61. The Sacramento County Superior Court shall retain jurisdiction to enforce this Agreement pursuant to California Code of Civil Procedure section 664.6. The Court shall retain continuing jurisdiction over this Lawsuit and over all Parties to the fullest extent to enforce and effectuate the terms and intent of this Agreement.

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: 5/29/2025, 2025

DocuSigned by:
CB61564A204E45E...
ROBERT CUMMINGS
as PAGA Representative

DATED: _______________, 2025

____
FOR INTERPRESS TECHNOLOGIES, INC.
By: _____________________________
Its: _____________________________

APPROVED AS TO FORM AND CONTENT:

DATED: 05/29/2025

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: _______________

____
Kevin Cleveland, Esq.
O'HAGAN MEYER
Counsel for Defendant

THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT AND KNOW THE CONTENTS THEREOF AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

DATED: ______________, 2025

ROBERT CUMMINGS
as PAGA Representative

DATED: 6-4-25, 2025

Roderick W. Miner
FOR INTERPRESS TECHNOLOGIES, INC.
By: Roderick W. Miner
Its: President

APPROVED AS TO FORM AND CONTENT:

DATED: ______________

David Yeremian, Esq.
Alvin B. Lindsay, Esq.
D.LAW, INC.
Counsel for Plaintiff

DATED: 6/8/25

Kevin Cleveland, Esq.
O'HAGAN MEYER
Counsel for Defendant