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Jose Macias, Jr., Bar No. 265033
jose@macias.law
MACIAS LAW LLP
1042 W. Hedding St., Suite 1,
San Jose, California 95126
Telephone: 669.356.3898

Hector J. Rodriguez, Bar No. 305446
hector@mra-llp.com
Travis M. Adams, Bar NO. 303447
travis@mra-llp.com
MACIAS RODRIGUEZ ADAMS LLP
1550 The Alameda, Suite 332
San Jose, CA 95126
Telephone: 408.455.1243

Attorneys for Plaintiff
JONATHAN MARTINEZ

Jon Yonemitsu, Bar No. 199026
jyonemitsu@littler.com
Sarah R. Boxer, Bar No. 322393
sboxer@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

Attorneys for Defendant
INTAPP, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

JONATHAN MARTINEZ, an individual; and on behalf of all others similarly situated, Plaintiffs, v. INTAPP, INC., a Delaware corporation; and DOES 1 through 10, inclusive, Defendants.	Case No. 24CV436820 ASSIGNED FOR ALL PURPOSES TO JUDGE THEODORE C. ZAYNER **JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE** Trial Date: TBD Complaint Filed: April 26, 2024 First Amd. Complaint Filed: July 15, 2024

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Subject to the approval of the Court, this Joint Stipulation of Class Action and Private Attorney General Act ("PAGA") Settlement and Release ("Settlement") is made and entered into by and between Plaintiff Jonathan Martinez ("Plaintiff"), individually and as the representative of the Participating Class Members, as defined below, on the one hand, and Defendant Intapp, Inc. ("Defendant"), on the other hand. The Class (as defined below) and Defendant are jointly referred to herein as the "Settling Parties" and individually referred to herein as a "Settling Party."

DEFINITIONS

In addition to the other terms defined elsewhere in this Settlement, the terms below have the following meanings in this Settlement:

I. DEFINITIONS

A. "Actions" means the case entitled *Jonathan Martinez, an individual; and on behalf of all others similarly situated, v. Intapp, Inc., a Delaware corporation, et al.,* Santa Clara County Superior Court, Case No. 24CV436820, as well as the individual wrongful termination and retaliation claims asserted in *Jonathan Martinez v. Intapp, Inc.*, Judicial Arbitration and Mediation Services ("JAMS") Case No. 5110000558.

B. "Class Counsel" means Jose Macias, Jr. of Macias Law LLP, and Hector J. Rodriguez and Travis M. Adams of Macias Rodriguez Adams LLP.

C. "Class Counsel Fees and Expenses" means the total amount of attorneys' fees, litigation costs, and expenses awarded to Class Counsel by the Court to compensate Class Counsel for their representation of the Class in the Action, including pre-filing investigation, filing of the Action, all related litigation activities including discovery, mediation, the motion for class certification, this Settlement, and all post-Settlement compliance procedures, including, but not limited to, any counsel costs and fees association with any objections or appeals regarding the Settlement.

D. "Class" or "Class Member(s)" means all employees who worked for Defendant in the state of California at any time during the Class Period.

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E. “Class Period” means from April 26, 2020 through the date of preliminary approval.

F. “Class Representative Service Award” means the amount awarded by the Court to the Class Representative pursuant to Section III (D).

G. “Class Representative” or “Plaintiff” means Jonathan Martinez.

H. “Court” means the Superior Court of California for the County of Santa Clara.

I. “Defendant’s Counsel” means Jon Yonemitsu and Sarah Boxer of Littler Mendelson, PC.

J. “Effective Date” means the date by which all of the following have occurred: the Court has finally approved the Settlement and entered Judgment thereon pursuant to California Rules of Court 3.769(h); and the Judgment has become Final, as defined herein below.

K. “Final” means that the Settlement has been finally approved by the Court without material modification and either: (i) if there are no objections, or if an objection(s) is made and overruled, 61 days from the date the order for final approval is issued; or (ii) if objections are made, and an appeal is filed, the day after the Judgment is affirmed or the appeal, review or writ is dismissed or denied, and the Judgment is no longer subject to further judicial review.

L. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to finally approve and implement the terms of this Settlement.

M. “Judgment” means the judgment entered by the Court upon granting final approval of this Settlement.

N. “Maximum Settlement Amount” means the maximum potential value of the settlement is Two Hundred Seventy-Five Thousand Dollars and Zero Cents ($275,000.00) (“Maximum Settlement Amount”). The Maximum Settlement Amount is the maximum amount Defendant can be required to pay under this Settlement, including: (1) Payments to the Class Members for their share of the Net Settlement Amount (defined below); (2) Payments to the PAGA Employees of their share of the Net Settlement Amount; (3) Counsels’ Attorneys’ Fees; (4) Counsels’ Litigation Costs and Expenses; (5) Settlement Administration Costs; (6) payment

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of a Service Award to Plaintiff; and (7) the payment to the LWDA of its share of Net Settlement Amount. Defendant will pay the employer side of the payroll taxes separately.

O. "Net Settlement Amount" means the Maximum Settlement Amount *minus* the sum of: (1) Counsels' Fees; (2) Counsels' Costs (3) the Settlement Administration Costs; and (4) Plaintiff's Service Award for being the Class Representative. Out of the Net Settlement Amount, $27,500 is designated as the PAGA Payment, the LWDA will be paid 75% of the PAGA Payment and the remaining 25% of the PAGA Payment ("PAGA Employee Fund") will be paid to PAGA Employees as set forth below. The remainder of the Net Settlement Amount ("Class Employee Fund"), will be paid to the Class Members as outlined below.

P. "Participating Class Member(s)" means Class Members who do not submit a timely and valid request to opt-out of the Settlement.

Q. "Parties" means the Plaintiff and Defendant.

R. "PAGA Employees" means all employees who worked for Defendant in California at any time during the PAGA Period.

S. "PAGA Period" is the time period April 26, 2023 through the date of preliminary approval.

T. "PAGA Pay Periods" for the PAGA Period means the total number of pay periods actually worked by the PAGA Employee during the PAGA Period in California.

U. "PAGA Pay Period Value" is established by dividing the PAGA Employee Fund by all PAGA Pay Periods for the PAGA Employees as explained in Section III(F).

V. "Preliminary Approval" means the Court's order granting preliminary approval of the Settlement.

W. "Released Parties" means Defendant and all of their respective former, present, and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant's respective current, former, and future officers, directors, supervisors, employees, representatives, members, managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents, predecessors, successors, and assigns, including but not limited to

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Integration Appliance, Inc.

X. "Settlement Administrator" means the third-party administrator appointed by the Court to administer the settlement of this Action under the terms of this Settlement.

Y. "Settlement Administration Costs" means all fees and costs owed to the Settlement Administrator in connection with administering the settlement in this Action under the terms of this Settlement.

Z. "Settlement Share" means each Class Member's pro rata share of the Net Settlement Amount which is determined by the process described in Section III(F).

AA. "Work Weeks" means for the Class Period, the total number of work weeks actually worked by a Class Member for Defendant during the Class Period in California.

BB. "Work Week Value" is established by dividing the Net Settlement Fund by all Work Weeks for the Class Members as explained in Section III(F)

II. RECITALS

A. On April 26, 2024 Plaintiff filed his class action complaint commencing the Action in the Court alleging claims for (1) failure to reimburse necessary business expenses and (2) unfair competition. Also on April 26, 2024, Plaintiff submitted a letter to the Labor Workforce Development Agency ("LWDA"). On July 15, 2024 Plaintiff's counsel filed a First Amended Complaint adding a PAGA claim. On May 17, 2025 Plaintiff's counsel submitted an amended PAGA letter to the LWDA. Plaintiffs contend, by way of the Action, that Defendant violated California's wage and hour laws with respect to Plaintiff and Class Members by, *inter alia*, failing to reimburse necessary business expenses and failing to provide compliant wage statements, and thereby contend that Defendant also violated California Business & Professions Code section 17200, et seq. and are subject to penalties under PAGA.

B. On March 25, 2025 the Settling Parties attended mediation with Michael D. Young, Esq., an experienced wage and hour class action and PAGA mediator. After lengthy negotiations that occurred during the mediation, during which the Settling Parties, through their counsel, recognized the burdens and risk of continuing with the litigation, the Settling Parties

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reached an agreement to settle and resolve the Action and Released Claims.

C. The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended, or may be construed, as an admission by Defendant that any of the claims alleged in the Action have merit, or that Defendant bears any liability to the Class Members on those claims, nor as an admission by the Class Members that Defendant's defenses in the Action have merit.

D. The Parties agree to stipulate to allow Plaintiff to file a Second Amended Complaint to add the new PAGA claims raised in Plaintiff's amended PAGA letter. The parties will further stipulate that Defendant is not required to file a responsive pleading to the Second Amended Complaint unless the Court fails to approve the settlement.

Based on these Recitals, the Settling Parties hereby agree as follows.

III. SETTLEMENT TERMS AND CONDITIONS

A. Maximum Settlement Amount. In order to settle the Action and Released Claims, Defendant agrees to pay the Maximum Settlement Amount of $275,000.00. This Maximum Settlement Amount is inclusive of all payments described in Section I(N). Under no circumstances shall Defendant be required to pay more than the Maximum Settlement Amount, unless the provisions of section III(P)(3) are triggered. If that occurs then it will be Defendant's choice to increase the Maximum Settlement amount as outlined, or to void the settlement. Defendant shall pay the Employer Taxes separately and in addition to the Maximum Settlement Amount.

B. Class Counsel Fees And Expenses. Defendant and its counsel shall not oppose the application to the Court for an attorney's fees award of up to $91,666.67, which is one-third of the Maximum Settlement Amount and reimbursement of litigation costs and expenses of up to Fifteen Thousand Dollars and No Cents ($15,000). The Settlement Administrator shall issue an IRS Form 1099 to Class Counsel with respect to the attorneys' fees and costs awarded to them. Defendant agrees not to oppose a motion for attorneys' fees or a bill of costs for the aforementioned amounts. Class Counsel Fees and Expenses that the Court approves shall be paid

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from the Maximum Settlement Amount. Should the Court approve and award less than the amount provided for herein, the difference shall be included in the Net Settlement Amount.

C. LWDA Payment. Settling Parties agree that the amount of $27,500 of the Maximum Settlement Amount is deemed payment for penalties under PAGA ("PAGA Penalties"), of which 75% shall be paid to the Labor and Workforce Development Agency ("LWDA Payment") and the remaining 25% shall be distributed to the PAGA Employees pursuant to the formula in Section III(F)(3).

D. Class Representatives Service Award.

1. Plaintiffs shall request, and Defendant shall not oppose, an incentive payment not to exceed $5,000. The Class Representative's Service Award is intended as reasonable compensation for the time and effort expended by him as a Class Representative and in connection with the initiation and maintenance of this Action. The Class Representative's Service Award shall be paid from the Maximum Settlement Amount, and shall be paid in addition to whatever payment Plaintiff is otherwise entitled to as a Participating Class Member. The Class Representative's Service Award shall be reported to the taxing authorities by means of an IRS Form 1099. The amount of the Class Representative's Service Award is left to and within the Court's sole discretion. Should the Court approve and award less than the amount provided for herein, or not at all, the difference shall be included in the Net Settlement Amount. The Settling Parties agree that the approval, and amount, of any Class Representative's Incentive Award in this Action shall be in the Court's sole discretion and not subject to any appeal by Plaintiff who is the sole recipient of any approved Class Representative Service Award. This Settlement is not contingent on Plaintiff's receipt of any Service Award out of the Maximum Settlement Amount.

2. Plaintiff acknowledges and agrees that Defendant and its attorneys have made no representations or warranties regarding the tax consequences of payment of the Class Representative Service Award, and Plaintiff has not relied on any such representations or warranties. Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies, encumbrances, interest, and penalties that may be due or payable to any taxing authority as a

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result of payment of any Class Representative Service Award. Furthermore, Plaintiff agrees to defend and indemnify Defendant and the other Released Parties in connection with any taxes, fines, interest or penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the Class Representative Service Award paid pursuant to this Agreement.

E. Settlement Administration Costs. Settling Parties selected Phoenix Settlement Administrators to act as the Settlement Administrator and it is estimated that the fees, expenses, and costs for administration of the terms of this Settlement shall not exceed $10,000.00. All of the Settlement Administration Costs shall be paid from the Maximum Settlement Amount upon completion of all duties required to be performed by the Claims Administrator under the terms of this Settlement, or as otherwise required by the Court, subject to the "not to exceed" quote from the agreed upon Settlement Administrator. Should the Court approve and award less than the amount provided for herein, or not at all, the difference shall be included in the Net Settlement Amount.

F. Settlement Shares to Class Members.

1. Each Class Members' pro rata share of the Class Employee Fund ("Individual Settlement Share") will be determined by converting the Class Employee Fund into a work month value. The work month value will be established by dividing the Class Employee Fund by all work months actually worked by the Class Members in California during the Class Period. The work months worked by Class Members during the Class Period will be determined by Defendant's payroll records. The Individual Settlement Share for each Class Employee will be determined by multiplying the work month value by each Class Employee's individual work months. No reductions will be made to Settlement Shares for any taxes or withholding and the Individual Settlement Share shall be reported on IRS 1099 forms. All Class Members covered by this Settlement agree that they are not relying on any representations regarding the tax allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to hold Defendant and the other Released Parties harmless for any and all tax consequences relating to the allocation of the payments made under this Settlement.

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2. Each PAGA Employees' pro rata share of the PAGA Employee Fund ("Individual PAGA Settlement Share") will be determined by converting the portion of the PAGA Employee Fund payable to the PAGA Employees into a PAGA Pay Period Value. PAGA Pay Periods will be determined by dates of employment during the PAGA Period, which are divided by 14 to determine the PAGA pay periods. If a PAGA Employee was on a leave of absence, those pay periods will be deducted from that calculation to determine the pay periods worked during the PAGA Period. All payments are for penalties and will be reported to the PAGA Employees on IRS Form 1099. No reductions will be made to Settlement Shares for any taxes or withholding in connection with the PAGA Settlement Shares and the PAGA Settlement Shares shall be reported on IRS 1099 forms. All PAGA Employees covered by this Settlement agree that they are not relying on any representations regarding the tax allocation or treatment of any amounts paid to them under the terms of this Settlement and agree to hold Defendant and the other Released Parties harmless for any and all tax consequences relating to the allocation of the payments made under this Settlement.

G. Distributions.

1. Within ten business days of the Effective Date, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with the account information so that Defendant can wire the Maximum Settlement Amount, and Defendant shall wire said amounts within thirty (30) days of the Effective Date.

2. The Settlement Administrator shall distribute Individual Settlement Payments to Participating Class Members and PAGA Employees, the payment to the Labor and Workforce Development Agency, the Court-approved Class Representative's Service Award to Plaintiff, and Court-approved Class Counsel Fees and Expenses to Class Counsel, within ten (10) business days of receipt of payment from Defendant pursuant to this Section, but in any event no later than thirty-five (35) days after the Final Approval Order and Judgment are entered, so long as there is no appeal.

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3. Individual Settlement Payment checks issued to Participating Class Members and PAGA Employees shall remain valid for a period of 120 calendar days after they issue, and shall be cancelled thereafter. Uncashed checks will be sent to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500 et seq. in the name of the individual to whom the uncashed check was addressed, for the benefit of those individuals who did not cash their checks until such time as they claim their property.

H. Payments To Class Do Not Trigger Additional or Derivative Payments. It is expressly understood and agreed that the receipt of payments under the Settlement shall not entitle Plaintiff or any Participating Class Member or PAGA Employee to additional or derivative compensation or benefits under any of Defendant's compensation or benefit plans or agreement in place during the period covered by the Settlement, nor shall it entitle Plaintiff or any Class Member or PAGA Employee to any increased retirement, 401k benefits or matching benefits, or deferred compensation benefits. It is the intent of this Settlement that the payments provided for in this Agreement are the sole payments to be made by Defendant to Plaintiff and Participating Class Members and PAGA Employees, and that Plaintiff and Participating Class Members and PAGA Employees are not entitled to any additional or derivative compensation or benefits as a result of having received said payments (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

I. Release of Claims.

1. Release of Class Claims By Participating Class Members. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff and the Class Members who do not opt out, for all of the Released Claims which occurred during the Class Period. Plaintiffs, and all other Class Members including, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"), shall and will release Defendant and all of their respective former, present,

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and future owners, parents, subsidiaries, shareholders, and related entities and all of Defendant's respective current, former, and future officers, directors, supervisors, employees, representatives, members, managers, partners, shareholders, joint venturers, accountants, insurers, representatives, agents, predecessors, successors, and assigns, including but not limited to Integration Appliance, Inc., (collectively, the "Released Parties") from any and all state and federal claims and causes of action, that were or could have been asserted based on the same or similar set of operative facts and/or allegations as those set forth in the Complaint, First Amended Complaint or Second Amended Complaint during the Class Period, including but not limited to: (a) failure to reimburse necessary business expenses; (b) unfair business practices; (c) failure to provide accurate wage statements; (d) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the Class Members; (e) any other claims, remedies, penalties, or interest that could have been plead based on the facts alleged in the Complaint, First Amended Complaint or Second Amended Complaint; and (f) all claims that Plaintiff or the Class Members may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement, hereinafter referred to as the "Released Claims." The release of the Released Claims shall be effective as to the entire Class Period defined above. Participating Class Members may discover facts in addition to those they now know or believe to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, without regard to the subsequent discovery or existence of such different or additional facts. Participating Class Members agree not to sue or otherwise make a claim against any of the Released Parties that seeks recovery for any of the Released Claims. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Participating Class Members regarding the Released Claims.

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2. Complete And General Release Of Wage And Hour Claims By Class Representatives. Plaintiff understands that he may hereafter discover facts in addition to or different from those Plaintiff now knows or believes to be true with respect to the subject matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and by operation of the contemplated final judgment shall have, fully, finally, and forever settled and released any and all of the Released Claims, as well as any other known or unknown, wage and hour claims.

3. Release of PAGA Claims By State of California and PAGA Employees. Upon the Effective Date, Defendant and the other Released Parties shall be entitled to a release from the Plaintiff, the Labor Workforce Development Agency, and the Aggrieved Employees, but not limited to, their heirs, executors, attorneys, agents, representatives, successors, and assigns ("Releasing Parties"), shall and will release Defendant and the Released Parties for all claims for civil penalties under California Labor Code §§ 2698, et seq., that were brought or could reasonably have been brought based on the facts and/or allegations alleged in Plaintiff's LWDA letter or Plaintiff's Amended LWDA letter for violations of the California Labor Code during the PAGA Period, including (a) penalties under PAGA for alleged violations of Labor Code sections 226, 2802, and 2699 *et. seq*., claims for inaccurate wage statements and failure to reimburse business expenses; (b) claims for the attorney's fees and costs incurred in the prosecution of this Action on behalf of the PAGA Employees; and (c) all claims that Plaintiff, the State of California and the PAGA Employees may have against the Released Parties relating to: (i) the payment, taxation, and allocation of attorney's fees and costs to Plaintiff's Counsel pursuant to this Settlement Agreement; and (ii) the payment, taxation, and allocation of Plaintiff's Payment pursuant to this Settlement Agreement. The Release Period shall be the designated and court approved PAGA Period. The release of the PAGA Released Claims shall be effective as to the entire PAGA Period defined above. It is the intent of the Parties that the Judgment entered by the Court shall have full *res judicata* effect and be final and binding upon Plaintiff, the state of California and the PAGA Employees regarding the PAGA Released Claims.

J. Motion For Preliminary Approval.

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1. Class Counsel will file an unopposed motion with the Court (the "Preliminary Approval Motion") seeking an order approving the Settlement; setting a date for the Final Approval Hearing; approving the distribution of the Notice of Class Action Settlement (the "Class Notice") in substantively the form attached hereto as "**Exhibit A**"; and approving the procedures and deadlines for disputing Work Months, opting-out of the Settlement, and objecting to the Settlement. Defendant's Counsel will either not respond or will file a notice of non-opposition to the motion.

2. At the hearing on the Preliminary Approval Motion, the Settling Parties will jointly appear, and support the granting of the motion, and submit a proposed order granting preliminary approval of the Settlement, approving the Class Notice, and setting a Final Approval Hearing (the "Proposed Order"). The Proposed Order to be submitted to the Court in substantially the form that is attached hereto as "**Exhibit B**."

3. Should the Court, after a reasonable opportunity to cure and remedy any stated deficiencies, ultimately decline to grant preliminarily approval of the Settlement as proposed by the Settling Parties, then the Settlement is void for lack of a condition precedent of the Settlement and the Settling Parties will revert to their respective positions.

K. Mailing Of Class Notice To Class Members.

After the Court enters its order granting preliminary approval of the Settlement, all Class Members will be provided with the Class Notice by the Settlement Administrator as follows:

1. Within ten (10) business days after the Court grants preliminary approval of the Settlement, Defendant shall provide to the Settlement Administrator the last-known contact information that it has for the Class Members, including their full name, mailing addresses, telephone numbers, Social Security numbers, start and end dates of employment, and the number of Work Months during the Class Period and the Number of Pay Periods during the PAGA Period ("Class Data List"). A redacted version of the Class Data List, without any personal contact information or Social Security numbers, shall be provided to Class Counsel upon request,

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and this list shall be used for no purpose other than to monitor the administration of the Settlement. All data and information provided to the Settlement Administrator and Class Counsel by way of the Class Data List shall be treated as confidential and shall not be disclosed to anyone, except as may be required to applicable tax authorities, pursuant to Defendant's express written consent, by order of the Court, or to carry out the reasonable steps described in this Settlement to locate missing Class Members.

2. Within fourteen (14) calendar days after receiving the Class Data List from Defendant, the Settlement Administrator shall mail the Class Notice to all identified Class Members via first-class U.S. Mail, using the last known address information provided by Defendant, unless such address is modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement. Prior to completing this mailing, the Settlement Administrator shall perform a National Change of Address ("NCOA") search to confirm the validity of and update Class Members' mailing addresses.

3. If any Class Notice is returned as undeliverable with a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days to re-mail the Class Notice to the forwarding address. If any Class Notice is returned as undeliverable without a forwarding address within thirty (30) calendar days of the mailing of the Class Notice, the Settlement Administrator shall have five (5) calendar days from receipt of the returned Class Notice to search for a more current address for the Class Member and to re-mail the Class Notice to the Class Member. This inquiry shall include a skip-trace search. The Settlement Administrator shall be responsible for taking all reasonable steps, consistent with its agreed upon job parameters, Court orders and fee, according to the deadlines set forth in this Settlement, to administer the Settlement, including, *inter alia*, to tracking all undelivered mail, performing an address search for all mail returned without a forwarding address, and promptly re-mailing the Class Notice to Class Members as set forth herein. If the Class Notice is re-mailed, the Claims Administrator shall note for its own records the date and

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address of each such re-mailing and so notify Class Counsel and Defendants' counsel. The obligation to trace and resend returned Class Notices shall cease after two mailings or thirty (30) calendar days after the initial mailing, whichever occurs first. The Response Deadline shall be either the original Response Deadline or fifteen (15) calendar days after the remailing of a Class Notice in accordance with the Agreement, whichever is later.

4. The Settlement Administrator shall provide weekly status reports to counsel for the Settling Parties, including: (a) the number of Class Notices that it has mailed; (b) the number of objections, if any are received; (c) the number of disputes of Work Months/Pay Periods, if any are received; and (c) the number of requests to opt-out of the Settlement, if any are received.

5. No later than ten (10) business days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant' counsel, a declaration for filing with the Court in support of Plaintiff's motion for final approval of the Settlement, setting forth its due diligence and compliance with its obligations under this Settlement.

L. Opt-Outs and Objections To Settlement.

Class Members are not required to sign a claim form to participate in the Settlement. Class Members may opt out of the Settlement or submit objections to the Settlement pursuant to the following procedures:

1. The Class Notice shall provide that Class Members who do not want to participate in the Settlement may exclude themselves by submitting a written request seeking to opt-out of the Settlement ("Opt-Out Notice") to the Settlement Administrator not later than forty-five (45) calendar days after the date that the Settlement Administrator first mails the Class Notice ("Response Deadline"). An Opt-Out Notice must: (a) contain the full name, address, and last four digits of the Social Security number of the person requesting to opt-out; (b) be signed by the person requesting to opt-out; (c) reference the Action by its name; and (d) contain a statement clearly indicating that the person submitting the request seeks to be excluded from the

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Settlement. If the Opt-Out Notice does not contain the information listed in (a)-(d) or is not returned to the Settlement Administrator postmarked by the Response Deadline, it shall not be deemed timely and valid. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether the Opt-Out Notice has been timely submitted. Any Class Member who submits a timely and valid Opt-Out Notice shall not be entitled to any recovery under the Settlement and shall not be bound by the terms of the Settlement, and shall not have any right to object, appeal, or comment thereon. The submission of an Opt-Out Notice shall not impact a PAGA Employee's entitlement to their Individual PAGA Settlement Share. Class Members who fail to submit a timely and valid Opt-Out Notice shall be Class Members bound by all terms of the Settlement and the contemplated Judgment if the Settlement is granted final approval by the Court. No later than ten (10) business days after the Response Deadline, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel with a complete list of all Class Members who have submitted timely and valid Opt-Out Notices, including their full names.

2. The Class Notice shall provide that Participating Class Members (i.e., Class Members who do not timely opt out of the Settlement) who wish to object to the Settlement must submit to the Settlement Administrator a written statement explaining their objection to the Settlement no later than the Response Deadline. The Notice shall also include information regarding the Superior Court of California, County of Santa Clara's website and the Court's mailing address for sending objections and notices to appear at the Final Approval Hearing. Alternatively, or in addition to a written objection, Class Members may appear at the Final Approval Hearing to make an oral objection. If a Class Member opts out of the Settlement, they cannot object to the Settlement.

3. A Class Member who does not make an oral objection at the Final Approval Hearing or does not submit a written objection in the manner and by the Response Deadline specified above shall be deemed to have waived all objections and shall be foreclosed from making any objections to the Settlement, whether by appeal or otherwise.

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4. If a Class Member who has timely filed an objection to the Settlement files a Notice of Appeal of the contemplated Judgment within the time period prescribed by law, Defendant shall not be required to fund any portion of the Maximum Settlement Amount, and the Settlement Administrator shall not distribute or pay any monies until the appeal(s) are finally resolved in favor of the Settlement or dismissed with prejudice.

5. The Parties agree that there is no statutory right for any PAGA Employee to object, opt out or otherwise exclude himself or herself from the PAGA part of the Settlement. If a Class Member opts out, and is also a PAGA Employee, s/he is still covered by the PAGA portion of the Settlement. Except as otherwise stated, Plaintiff shall vigorously defend against any attempt by any PAGA Employee or by any entity or agency to intervene in this matter or object to/opt-out of this settlement. Further, there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties shall jointly defend against any appeal filed with respect to the Final Order as it pertains to the PAGA part of the Settlement.

M. Resolution of Class Member Disputes Over Work Months or Pay Periods.

1. If a Class Member disputes the number of Work Months or Pay Periods credited to him or her, which will be stated in the Class Notice, the Class Member must submit a written dispute to the Settlement Administrator, postmarked no later than the Response Deadline. The dispute must: (a) contain the full name, address, and last four digits of the Social Security number of the Class Member; (b) be signed by the Class Member; (c) reference the Action by its name and case number; (d) contain a statement clearly indicating that the Class Member disputes the number of Work Weeks and/or Pay Periods that are credited to him or her and the number of Work Weeks and/or Pay Periods that the Class Member claims should be credited to him or her; and (e) attach supporting documentation, if any, that they may have. If such a dispute arises with respect to a Class Member, the Settlement Administrator shall inform Class Counsel and Defendant's Counsel. Defendant shall manually review its payroll and personnel records to verify the correct number of Pay Periods or Work Weeks for the disputing

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Class Member. Defendant's records shall have a rebuttable presumption of correctness, and Defendant's Counsel and Class Counsel shall jointly determine how the dispute should be resolved. If they are unable to jointly resolve the dispute, the Settlement Administrator shall present the dispute for resolution by the Court, by way of declaration to be filed in advance of the Final Approval Hearing. The decision on the dispute shall be non-appealable.

N. No Solicitation of Objections or Opt-Outs. Neither the Settling Parties nor their respective counsel or management shall solicit or otherwise encourage any Class Member, directly or indirectly, to seek to opt-out from the Settlement, object to the Settlement, and/or appeal from the Judgment.

O. Additional Briefing and Final Approval.

1. As soon as practicable following the Response Deadline, Plaintiff shall move the Court for final approval of the Settlement. Defendant agrees it shall not oppose so long as the motion is in all respects consistent with the terms of this Settlement. Not later than five (5) court days before the Final Approval Hearing, the Settling Parties may file, jointly or separately, a reply in support of the motion or such other papers as may be necessary or helpful to the Court regarding the subject matter of the motion.

2. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Settling Parties shall present a Judgment for the Court's approval and entry, which shall provide that the Court shall have continuing jurisdiction over the Action and the Settlement solely for purposes of: (i) enforcing this Settlement, (ii) addressing any claims administration matters that may arise; and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

P. Options to Terminate Settlement/Revision to Maximum Settlement Amount or Class Period and PAGA Period.

1. Any reduction in the Class Counsel Fees and Expenses, and/or any reduction to the requested Class Representative's Service Award, does <u>not</u> constitute grounds to terminate or void the Settlement.

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2. Defendant has the right to cancel the Settlement if more than ten percent (10%) of the Class Members submit timely and valid Opt-Out Notices from the Settlement. This option to cancel the Settlement must be exercised by Defendant by providing written notice to Class Counsel within ten (10) business days of Defendant's Counsel receiving notification from the Settlement Administrator that more than ten percent (10%) of the Class Members have submitted timely and valid Opt-Out Notices from the Settlement. If Defendant exercises the option to terminate the Settlement, then Defendant shall be responsible for paying all Settlement Administration Costs up to the date the settlement is canceled.

3. If within the Class Period the total number of Estimated Class Work Months of 9,166 increases by more than 10% for the entire Class Period (i.e., 10,082.6) then at the election of Defendant (a) the Maximum Settlement Amount will be increased proportionately for each work month that exceeds 10,082.6, or (b) Defendant shall have the right (but not the obligation) to shorten the release period so that there is no increase in the amount above the 10% threshold. That means, for example, that if the actual Work Months are 11,083, and Defendant were to elect option (a) and increase the Maximum Settlement Amount, then Defendant would need to pay an additional $30,002.18 ($275,000 divided by 9,166 = $30.00 x 1000 excess work months) to have a release through that date.

4. Either Settling Party may terminate this Settlement by giving written notice to the other Settling Party (through its counsel) no later than twenty (20) calendar days after receiving notice that one of the following has occurred: (i) the Court declines to enter the Preliminary Approval Order or the Final Approval Order in substantially the form submitted by the Parties; (ii) the Settlement does not become final because of any appellate court action; or (iii) the Court's final approval of the Settlement is reversed or materially modified on appellate review.

5. In the event of termination of this Settlement as provided above, this Settlement shall become and be considered null and void, and it shall have the following effects: (i) the Settling Parties shall have no further obligations under the Settlement; (ii) Defendant shall

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have no obligation to make any payments to any person, party, Class Member or attorney that otherwise would have been owed under this Settlement, except that in case of termination under Section III (P)(2), Defendant shall pay the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is terminated; (iii) in case of termination under Section III (P)(4), the Parties shall split the Settlement Administrator's reasonable fees and expenses incurred as of the date that the Settlement is terminated; (iv) the Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Settling Parties, all of whom shall be restored to their respective positions in the Action prior to the Settlement; and (v) neither this Settlement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other case or proceeding for any purpose whatsoever.

6. Notice of the termination of the Settlement by a Settling Party must be provided to counsel for the other Settling Party in writing.

Q. Dispute Resolution. Any disputes not resolved by the Settlement Administrator or the Settling Parties shall be resolved by the Court. Before any such resort to the Court, counsel for the Settling Parties shall confer in good faith in an attempt to resolve the dispute.

R. Waiver of Right To Appeal. Plaintiff and Class Counsel waive all appeals from the Court's Final Approval of this Settlement.

S. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this settlement by Defendant's name or location, through a press release, posting on counsels' website, in social media or by any other public means, other than necessary court filings and proceedings associated with the settlement. After the Effective Date, Plaintiff's counsel may reference the settlement in support of future settlement motions filed in future actions. This provision does not apply to any publications ordered by the Court. Nothing in this provision is intended to prohibit (i) Plaintiff from discussing this Settlement with his spouse or partner, attorneys or tax advisor; or (ii) Class Counsel from communicating with Class Members in this case or with the Court in which the

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Action is pending or the LWDA. Nothing in this provision shall be construed as preventing Plaintiff's counsel from mentioning the settlement recovery amount without identifying the case name, number, or names of any of the Parties.

T. Fair, Adequate, And Reasonable Settlement. This Settlement was reached after extensive negotiations. The Settling Parties believe and agree that this Settlement is a fair, adequate, and reasonable resolution of the Action and have arrived at this Settlement in arms-length negotiations, considering all relevant factors, present and potential, and shall so represent it to the Court.

U. No Admission Of Liability. Defendant and the Released Parties deny any and all alleged wrongdoing or the violation of any rights of the Plaintiff and/or Class Members. By entering into this Settlement, Defendant does not admit, and in fact specifically disclaims, the violation of any law or regulation. This Settlement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Settlement is intended or shall be construed as an admission of any liability or wrongdoing by Defendant, or as an admission by the Class Members that any of their claims were non-meritorious or that any defense asserted by Defendant was meritorious. This Settlement and the fact that the Settling Parties are willing to settle the Action and have entered into this Settlement shall have no bearing on, and shall not be admissible in connection with, any litigation, other than as is necessary to enforce the terms of this Settlement.

V. Miscellaneous Terms.

1. <u>Integrated Agreement.</u> After it is signed and delivered by all Settling Parties and their counsel, this Settlement and its exhibits shall constitute the entire agreement between the Settling Parties relating to the terms of Settlement, and shall supersede any prior or contemporaneous oral representations, warranties, covenants, or inducements made to any Settling Party concerning this Settlement or its exhibits, including the Settlement Terms.

2. <u>Execution in Counterparts.</u> This Settlement may be executed in one or more counterparts and by facsimile or PDF version. The Settlement may be signed electronically

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by means that are verifiable, for example through DocuSign. All executed counterparts, and each of them, shall be deemed to be one and the same instrument, provided that counsel for the Settling Parties shall exchange between themselves original signed counterparts. Any executed counterpart shall be admissible in evidence to prove the existence and contents of this Settlement.

3. Modification of Settlement. This Settlement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Settling Parties or their successors-in-interest, subject to approval by the Court.

4. Settlement Binding on Successors. This Settlement shall be binding upon, and inure to the benefit of, the successors of each of the Settling Parties and Participating Class Members.

5. Applicable Law. All terms and conditions of this Settlement and its exhibits shall be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law or choice of law principles.

6. Interim Stay of Proceedings. The Parties shall stay all proceedings in the Action, subject to necessary compliance with the Court's orders, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval Hearing to be conducted by the Court.

7. Authorization to Enter Into Settlement Agreement. Counsel for all Settling Parties warrant and represent they are expressly authorized by the Settling Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Settling Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Settling Parties and their counsel shall cooperate with each other and use their best effort to effectuate the implementation of the Settlement. In the event the Settling Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Settling Parties may seek the assistance of the Court to resolve such disagreement.

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The persons signing this Agreement on behalf of Defendant represents and warrants that they are authorized to sign this Agreement on behalf of Defendant. The Class Representative represents and warrants that he is authorized to sign this Agreement and that he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

8. Notices. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

Jose Macias, Jr., Bar No. 265033
jose@macias.law
MACIAS LAW LLP
1042 W. Hedding St., Suite 1,
San Jose, California 95126
Telephone: 669.356.3898

Hector J. Rodriguez, Bar No. 305446
hector@mra-llp.com
Travis M. Adams, Bar NO. 303447
travis@mra-llp.com
MACIAS RODRIGUEZ ADAMS LLP
1550 The Alameda, Suite 332
San Jose, CA 95126
Telephone: 408.455.1243

To Defendant:

Jon Yonemitsu, Bar No. 199026
jyonemitsu@littler.com
Sarah R. Boxer, Bar No. 322393
sboxer@littler.com
LITTLER MENDELSON, P.C.
501 W. Broadway, Suite 900
San Diego, California 92101.3577
Telephone: 619.232.0441
Fax No.: 619.232.4302

9. Cooperation in Drafting. The Settling Parties have cooperated in the drafting and preparation of this Settlement. This Settlement shall not be construed against any

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Settling Party on the basis that the Settling Party was the drafter or participated in the drafting.

IT IS SO AGREED.

Dated: 09 / 26 / 2025

Jonathan Martinez

Jonathan Martinez
Plaintiff

Intapp, Inc.

Dated: 16 October 2025

DocuSigned by:
Steven Todd
E2F597EC06BF402...

Steven Todd

Approved as to form:

Dated: 09 / 26 / 2025

Jose Macias, Jr.

Jose Macias, Jr.

Attorneys for Plaintiff and the Settlement Class

Dated: 10 / 01 / 2025

Travis Adams

Travis M. Adams

Attorneys for Plaintiff and the Settlement Class

Dated: 10/17/2025

Jon Yonemitsu

Attorney for Defendant

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