EXHIBIT A

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CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release (the "**Settlement Agreement**") is entered into between Chad Lyons and Christian Taveras (the "**Named Plaintiffs**"), individually and on behalf of others alleged to be similarly situated (collectively, "**Plaintiffs**") on the one hand, and IR Labs DE, LLC ("**IR Labs**") and SourceTek, Inc. ("**SourceTek**") (collectively, "**Defendants**") on the other hand (hereinafter, all together as the "**Parties**"), subject to the approval of the Court.

RECITALS

WHEREAS, on January 2, 2024, Dakota Menaugh filed a Class and Collective Action Complaint against IR Labs, and on January 26, 2024, the Named Plaintiffs filed an Amended Class and Collective Action Complaint against IR Labs and SourceTek, which is pending as *Chad Lyons and Christian Taveras v. IR Labs DE, LLC and SourceTek, Inc*., Case No. Case 4:24-cv-2-SHL-SBJ in the United States District Court for the Southern District of Iowa (the "Lawsuit"). In the Lawsuit, Plaintiffs allege violations of the federal Worker Adjustment and Retraining Notification Act, 29 U.S.C. § 2101 *et seq.* ("WARN") and the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.* ("FLSA").

WHEREAS, on or about February 28, 2024, Dakota Menaugh filed an arbitration demand alleging WARN and FLSA claims against IR Labs with JAMS (JAMS No. 5390000134), and the arbitration proceeding was subsequently closed on or about June 3, 2024 ("Menaugh Arbitration");

WHEREAS, the Parties have engaged in extensive settlement negotiations, including an all-day mediation session on May 22, 2024, presided over by an experienced third-party mediator, the Honorable John A. Jarvey, which resulted in resolution of some claims, and extensive negotiations over the course of the following months to resolve the remaining claims;

WHEREAS, there have been no determinations on the merits of the Lawsuit or the Menaugh Arbitration, but the Parties desire to avoid additional cost and the uncertainty of litigation and arbitration;

WHEREAS, the Parties and their counsel have interviewed witnesses, obtained and reviewed documents, analyzed payroll data and other information, and analyzed and evaluated the merits of the claims and defenses in the Lawsuit;

WHEREAS, based on Class Counsel's analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Class Counsel are satisfied that the terms and conditions of this Settlement Agreement are fair, reasonable, and adequate and that this Settlement Agreement is in the best interests of Plaintiffs;

The signed document can be validated at https://app.vinesign.com/Verify

WHEREAS, Defendants deny all the claims and contentions alleged by the Plaintiffs. Nonetheless, Defendants have concluded that further litigation of the claims encompassed by the Arbitration would be protracted and expensive and would also divert management and employee time. Defendants also have taken into account the uncertainty and risks inherent in litigation and have, therefore, concluded that it is desirable that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Settlement Agreement; and

WHEREAS, the purpose of this Settlement Agreement is to settle fully and finally all claims subject to the Releases that Plaintiffs may have against the Released Parties.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Settlement Agreement, as well as the good and valuable consideration provided for herein, the parties hereto agree to a full and complete settlement on the following terms and conditions:

DEFINITIONS

1. The following terms used in this Settlement Agreement shall have the meanings ascribed to them below:

a. **"Class Counsel"** is defined as William "Jack" Simpson of Simpson, PLLC and Timm Reid of the Reid Law Firm, PLLC.

b. **"Class Period"** is defined as January 2, 2021, through the date of approval of the Settlement Agreement by the Court.

c. The **"Court"** is defined as the United States District Court for the Southern District of Iowa.

d. **"Defendants' Counsel"** is defined as William Gignilliat of Jackson Lewis P.C. and Randall D. Armentrout of Nyemaster Goode P.C. **("IR Labs' Counsel"**) and Angel West of Maynard Nexsen P.C. (**"SourceTek's Counsel"**).

e. **"Effective Date"** is defined as the first business day after the date on which the Court approves this Settlement Agreement.

f. **"Plaintiffs"** is defined as the Named Plaintiffs and (1) the IR Labs FLSA Settlement Group, (2) the IR Labs WARN Settlement Group, and (3) the SourceTek Settlement Group, which are respectively defined as follows:

i. The "**IR Labs FLSA Settlement Group"** is defined as the 81 hourly paid employees of IR Labs who were within scope of the pay data that was

produced to Class Counsel prior to mediation on May 22, 2024. Exhibit A contains the list of the IR Labs employee identification numbers of the 81 persons who are in the IR Labs FLSA Settlement Group.

ii. The **IR Labs WARN Settlement Group** is defined as the 30 IR Labs employees who were subject to a layoff in September 2023 and who retained Class Counsel, as of September 23, 2024. Exhibit B contains the list of the 30 persons who are in the IR Labs WARN Settlement Group. Class Counsel must provide IR Labs' Counsel with proof of representation of each member of the IR Labs WARN Settlement Group prior to execution of this Agreement.

iii. The **SourceTek Settlement Group is** defined as the 29 employees of SourceTek that retained Class Counsel, as of September 13, 2024. Exhibit C contains the list of the 29 persons who are in the SourceTek Settlement Group. Class Counsel must provide proof of representation of each member of the SourceTek Settlement Group prior to execution of this Agreement.

g. The **"Settlement Administrator"** is defined as a third-party settlement claims administrator selected by IR Labs, with such selection subject to approval by the other Parties (and such approval shall not be unreasonably withheld), to aid in the administration of the Settlement Agreement.

MUTUAL COOPERATION

2. The Parties and their counsel shall cooperate with each other and use their best efforts as reasonably necessary and appropriate to obtain Court approval of this Settlement Agreement and to implement the terms of the Settlement Agreement.

SETTLEMENT APPROVAL

3. **Settlement Approval Process.** The Parties agree to the following procedures for obtaining approval of the Settlement Agreement by the Court:

a. Within three (3) calendar days of execution of this Settlement Agreement, the Parties will informally notify the Court via email that the parties have entered into a Settlement Agreement and plan to prepare and file a Joint Motion for Settlement Approval.

b. Within **twenty-one (21) calendar days** of execution of this Settlement Agreement, the Parties will jointly prepare and file a Joint Motion for Settlement Approval, a proposed order approving the terms and conditions of this Settlement Agreement, dismissing all claims subject to the Releases with prejudice, and dismissing the Lawsuit.

c. The Parties shall cooperate and present to the Court such information as may be reasonably requested for consideration in connection with approving the Settlement Agreement.

4. **Nullification of Settlement Agreement.** This Settlement Agreement is contingent on approval by the Court. In the event that the Court does not approve the Settlement Agreement in whole or in part, then this Settlement Agreement shall be null and void and the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Settlement Agreement. If this occurs, the Parties shall proceed in all respects as if the Settlement Agreement had not been executed. However, nothing in this provision prevents the Parties from conferring and attempting in good faith to address any concerns raised by the Court and submitting a revised settlement agreement for approval.

RESPONSIBILITIES OF THE SETTLEMENT ADMINISTRATOR

5. **Administration of Settlement.** Class Counsel and Defendants' Counsel agree to cooperate and engage with a Settlement Administrator to administer and implement designated aspects of this Settlement Agreement. The designated duties of the Settlement Administrator are defined below, and the Parties will include them in the engagement agreement with the Settlement Administrator. Subject to the terms and conditions of this Agreement, the Settlement Administrator shall be responsible for:

a. Establishing the Global Settlement Fund as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.*;

b. Determining and finalizing the amount of each Plaintiff's settlement payment(s) and the tax withholding amounts and employer payroll tax amounts, as applicable;

c. Preparing, printing, and disseminating the Notice of Settlement and Claim Form to all eligible members of the IR Labs FLSA Settlement Group;

d. Processing and maintaining a record of all eligible members of the IR Labs FLSA Settlement Group that submit a Claim Form and reporting that information to Class Counsel and IR Labs' Counsel;

e. Promptly apprising the Parties' Counsel of the activities of the Settlement Administrator, timely responding to inquiries of the Parties or their Counsel, and copying the Parties' Counsel on material correspondence;

f. Printing and mailing settlement payment checks to eligible Plaintiffs;

g. Issuing IRS Forms W-2, 1099, and W-9 (if required), as well as any mandatory state tax forms, for payments to each Plaintiff;

h. Promptly notifying the Parties' Counsel of any material requests or communications made by eligible Plaintiffs that the Settlement Administrator cannot resolve and/or which involve matters not within the Settlement Administrator's duties specified in this Agreement;

i. Maintaining adequate records of its activities, including the date of the mailing of the Notices of Settlement, the date of receipt of Claim Forms, receipt of returned mail, and other communications and attempted communications with Plaintiffs, and providing the Parties' Counsel with weekly reports regarding the same;

j. Confirming, in writing to the Parties' Counsel its completion of the administration of this Settlement Agreement and retaining copies of all endorsed settlement checks;

k. Performing any other duties expressly identified in this Settlement Agreement; and

l. Such other tasks as customarily and regularly performed by a settlement administrator and as the Parties mutually agree.

SETTLEMENT FUNDS AND ALLOCATIONS

6. **Global Settlement Fund.**

a. Defendants will establish a **"Global Settlement Fund"** of **Four Hundred and Forty Thousand, One Hundred and Thirty-Eight Dollars and Seventy-Six Cents ($440,138.76)**, which is the maximum amount Defendants can be required to pay under this Settlement Agreement and the maximum amount necessary to fully resolve Plaintiffs' claims. Payments from the Global Settlement Fund will cover all of the wage and non-wage payments to Plaintiffs, as well as withholdings for the employee's share of payroll taxes on the wage portion of the payments to Plaintiffs, for all of the following: (1) the Service Awards to the Named Plaintiffs, (2) the Settlement Fund for the IR Labs FLSA Settlement Group, (3) the Settlement Fund for the IR Labs WARN Settlement Group, and (4) the Settlement Fund for the SourceTek Settlement Group.

b. Notwithstanding the above, Defendants will remain responsible for paying the employer's share of payroll taxes on the wage portion of the payments to Plaintiffs, and such amounts are neither included in nor shall be deducted from the Global Settlement Fund. Likewise, Defendants will remain responsible for paying the Settlement Administrator's fees and expenses (subject to a separate agreement with the Settlement

Administrator), and such fees and expenses are neither included in nor shall be deducted from the Global Settlement Fund. The Global Settlement Fund does not include any payment for Class Counsel's attorneys' fees and costs under the FLSA, which are addressed below in Sections 32-35 and in the Supplemental Confidential Settlement Agreement and Release on Attorneys' Fees and Costs.

c. The amount of contribution into the Global Settlement Fund by each Defendant will be determined in the sole discretion of Defendants and is subject to a separate, confidential agreement between Defendants.

d. The Global Settlement Fund will be established as a "Qualified Settlement Fund" within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, *et seq.,* and shall be administered by the Settlement Administrator, subject to the ultimate authority of the Court. The Settlement Administrator shall serve as Trustee of the Global Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Global Settlement Fund, including the handling of tax-related issues, reporting requirements, and payments. The Settlement Administrator shall act in a manner necessary to qualify the Global Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

e. From the Global Settlement Fund, settlement funds shall be allocated among Plaintiffs as set forth in Sections 7-12 of this Settlement Agreement.

7. **Service Awards.** Class Counsel will seek approval from the Court for payment of Service Awards to compensate the Named Plaintiffs, for their role as representatives, in a total amount not to exceed **Four Thousand Dollars and Zero Cents ($4,000.00)**, to be distributed from the Global Settlement Fund. From that total amount for Services Awards, Two Thousand Dollars and Zero Cents ($2,000.00) will be allocated to each of the two Named Plaintiffs. Defendants agree not to oppose the Service Awards up to the agreed amounts. If the Court awards a lesser amount for Service Awards, Defendants shall pay the lesser amount approved by the Court, and the provisions and Releases in this Settlement Agreement shall continue to be fully effective. Any amount requested but not approved shall be re-allocated into the Settlement Fund for the IR Labs FLSA Settlement Group (50%) and the Settlement Fund for the SourceTek Settlement Group (50%). For example, if the Court Awards only $3,000 in Service Awards and the remaining $1,000 is not approved for Service Awards, then the Settlement Fund for the IR Labs FLSA Settlement Group and the Settlement Fund for the SourceTek Settlement Group would each be increased by $500.00. The Service Awards shall be reported on IRS Form 1099. The Settlement Administrator shall be instructed to provide the

Named Plaintiffs an IRS Form 1099 (and any corresponding state form) for any Service Awards received. Each Named Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on the payment made to him/her as a Service Award.

8. **Settlement Fund for the IR Labs FLSA Settlement Group.** From the Global Settlement Fund, the Settlement Administrator shall allocate **Two Hundred and Ninety-Eight Thousand Dollars and Zero Cents ($298,000.00)**, which is the "Settlement Fund for the IR Labs FLSA Settlement Group." The Settlement Fund for the IR Labs FLSA Settlement Group is the maximum amount Defendants can be required to pay to the IR Labs FLSA Settlement Group under this Settlement Agreement and the maximum amount necessary to fully resolve the claims of the IR Labs FLSA Settlement Group, as set forth in the Releases.

a. **Allocations from the Settlement Fund for the IR Labs FLSA Settlement Group.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate a portion of the Settlement Fund for the IR Labs FLSA Settlement Group to each individual member of the IR Labs FLSA Settlement Group, according to a calculation described herein. Allocations of settlement payments to the IR Labs FLSA Settlement Group will be determined based on the number of qualifying weeks worked by members of the IR Labs FLSA Settlement Group during the Class Period. The number of qualifying weeks worked by each individual member of the IR Labs FLSA Settlement Group during the Class Period will be determined by reference to IR Labs' records, which will be provided to Settlement Administrator and will be presumed to be correct. The Settlement Administrator will calculate the total number of qualifying weeks worked by all members of the IR Labs FLSA Settlement Group during the Class Period. The Settlement Administrator shall assign to each member of the IR Labs FLSA Settlement Group a **"FLSA Settlement Ratio"** which shall be a fractional number comprised of: (a) that individual member's total number of qualifying weeks worked during the Class Period as the numerator, and (b) the aggregate total of qualifying weeks worked by all members of the IR Labs FLSA Settlement Group during the Class Period as the denominator. The Settlement Administrator shall then assign to each member of the IR Labs FLSA Settlement Group a **"FLSA Settlement Award"** which shall be calculated by multiplying that member's FLSA Settlement Ratio by the total amount allocated to the Settlement Fund for the IR Labs FLSA Settlement Group. Prior to distributing any payments, the Settlement Administrator shall provide the proposed FLSA Settlement Awards and supporting calculations to Class Counsel and IR Labs' Counsel for their review and approval (and their approval shall not be unreasonably withheld). Members of the IR Labs FLSA Settlement Group will only receive payment of their FLSA Settlement Award if they timely submit a valid Claim Form in accordance with Sections 14-20. Members of the IR Labs FLSA Settlement Group who do not submit a Claim Form will not be paid a FLSA Settlement Award. Any sums not payable from the Settlement Fund for the IR Labs FLSA Settlement Group (i.e., the FLSA Settlement Awards allocated to members of

the IR Labs FLSA Settlement Group who fail to timely submit a valid Claim Form) shall not be payable by Defendants and shall be retained by IR Labs.

9. **Settlement Fund for the IR Labs WARN Settlement Group.** From the Global Settlement Fund, the Settlement Administrator shall allocate **Thirty Thousand, One Hundred and Thirty-Eight Dollars and Seventy-Six Cents ($30,138.76)**, which is the maximum amount Defendants can be required to pay to the IR Labs WARN Settlement Group under this Settlement Agreement and the maximum amount necessary to fully resolve the claims of the IR Labs WARN Settlement Group, as set forth in the Releases.

a. **Allocations from the Settlement Fund for the IR Labs WARN Settlement Group.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate a "**WARN Settlement Award**" from the Settlement Fund for the IR Labs WARN Settlement Group to each individual member of the IR Labs WARN Group, as follows: (1) John Dauber shall be allocated **Ten Thousand Dollars and Zero Cents ($10,000.00)**; and (2) the other 29 members of the IR Labs FLSA WARN Group shall each be allocated **Six Hundred and Ninety Four Dollars and Forty-Four Cents ($694.44)**.

10. **Settlement Fund for the SourceTek Settlement Group.** From the Global Settlement Fund, the Settlement Administrator shall allocate **One Hundred and Eight Thousand Dollars and Zero Cents ($108,000.00)**, which is the maximum amount Defendants can be required to pay to the SourceTek Settlement Group under this Settlement Agreement and the maximum amount necessary to fully resolve the claims of the SourceTek Settlement Group, as set forth in the Releases.

a. **Allocations from the Settlement Fund for the SourceTek Settlement Group.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will allocate a **"SourceTek Settlement Award"** from the Settlement Fund for the SourceTek Settlement Group to each individual member of the SourceTek Settlement Group, in equal shares as follows: the 29 members of the SourceTek Settlement Group shall each be allocated **Three Thousand, Seven Hundred and Twenty-Four Dollars and Fourteen Cents ($3,724.14)**.

11. **Individual Settlement Awards.** Some Plaintiffs may be members of multiple Settlement Groups. For example, some Plaintiffs may be members of both the IR Labs FLSA Settlement Group and the IR Labs WARN Settlement Group and thus would be eligible for both a FLSA Settlement Award and WARN Settlement Award. Some Plaintiffs are only a member of a single Settlement Group and are only eligible for an allocated Settlement Award from the applicable Settlement Group. Each Plaintiff's **"Individual Settlement Award"** shall be calculated as the sum of his or her allocated FLSA Settlement Award (contingent on timely submission of a valid Claim Form), WARN Settlement Award, and/or SourceTek Settlement

Award, as applicable.

12. **Tax Treatment of Individual Settlement Awards.** Of the allocated Individual Settlement Award applicable to each Plaintiff, fifty percent (50%) shall be treated as payment for allegedly unpaid wages and this portion shall be reported on IRS Form W-2. The wage portion will be subject to withholdings and deductions for applicable federal and state income and employment taxes, which will be paid from the Global Settlement Fund. The other fifty percent (50%) of the allocated Individual Settlement Award applicable to each Plaintiff shall be treated as payment for alleged non-wage penalties and liquidated damages, to be reported on IRS Form 1099, and shall not be subject to withholdings. Within the time period prescribed by applicable law, the Parties shall instruct the Settlement Administrator to provide to each Plaintiff receiving a settlement payment an IRS Form W-2 (for the wage portion) and an IRS Form 1099 (for the non-wage portion), and any corresponding state tax reporting forms. Each Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on their respective portions of their Individual Settlement Awards.

13. Prior to distributing any payments, the Settlement Administrator shall provide the proposed Individual Settlement Awards and supporting calculations to Defendants' Counsel and Class Counsel for their review and approval (and their approval shall not be unreasonably withheld). Subject to review and approval by the Parties' Counsel and contingent upon the Court's approval of this Settlement Agreement, the Settlement Administrator will distribute a payment of the allocated Individual Settlement Award to each Plaintiff in accordance with Sections 14-31.

NOTICE AND CLAIM PROCEDURES FOR IR LABS FLSA SETTLEMENT GROUP

14. **"Notice of Settlement"** is defined as the form approved by Class Counsel and IR Labs' Counsel, and subject to Court approval, that will be sent to each member of the IR Labs FLSA Settlement Group and which will explain relevant terms of this Settlement Agreement and the claims process to receive a FLSA Settlement Award. A copy of the Notice of Settlement is attached as Exhibit D**.**

15. **"Claim Form"** is defined as the form approved by Class Counsel and IR Labs' Counsel, and subject to Court approval, that each member of the IR Labs FLSA Settlement Group must sign, complete in full, and timely submit to receive a FLSA Settlement Award. A copy of the Claim Form is attached as Exhibit E. On each Claim Form, the Settlement Administrator shall print an identification number that is unique to the designated recipient member of the IR Labs FLSA Settlement Group.

16. Within **seven (7) days** of the Effective Date, IR Labs shall provide the Settlement Administrator with an Excel spreadsheet for the IR Labs FLSA Settlement Group, which will list their names, employee ID numbers, social security numbers, last known addresses, work location state, and dates of employment during the Class Period, as that information exists in IR Lab's records. This spreadsheet shall not be provided to Class Counsel or Plaintiffs, and the Settlement Administrator shall not disclose names and contact information of members of the FLSA Settlement Group to Class Counsel, except for those who timely submit Claim Forms.

17. Within **fourteen (14) days** of the Effective Date, the Settlement Administrator shall mail a Notice of Settlement and a Claim Form to each member of the IR Labs FLSA Settlement Group. The Settlement Administrator shall notify Defendants' Counsel and Class Counsel of the actual date that the Notices and Claim Forms are initially mailed to Plaintiffs, which is the **"Mailing Date."** If any Notice of Settlement is returned as undeliverable, the Settlement Administrator will promptly attempt to identify a correct address for such Plaintiff through reasonable and legally acceptable means, and, if identified, shall promptly mail an additional Notice of Settlement and Claim Form to such Plaintiff.

18. Each member of the IR Labs FLSA Settlement Group shall have **forty-five (45) days** from the Mailing Date to complete, personally sign, and submit his or her Claim Form, and any such submission must be received by the Settlement Administrator on, or before, the forty-fifth (45^{th}) day from Mailing Date (**"Claim Deadline"**). To be valid, the Claim Form must be fully completed, personally signed, show the correct unique identification number printed by the Settlement Administrator, and be received by the Settlement Administrator by the Claim Deadline.

19. Within **seven (7) days** of the Claim Deadline, the Settlement Administrator will provide Class Counsel and IR Labs' Counsel with a list of all members of the IR Labs FLSA Settlement Group who timely submitted Claim Forms, as well as copies of the submitted Claim Forms.

20. Members of the IR Labs FLSA Settlement Group will only receive payment of their FLSA Settlement Award if they timely submit a valid Claim Form in accordance with these procedures. Members of the IR Labs FLSA Settlement Group who do not timely submit a valid Claim Form will not be paid a FLSA Settlement Award.

SETTLEMENT ADMINISTRATION AND PAYMENT

21. Within **seven (7) days** of the Effective Date, Defendants shall provide the Settlement Administrator and Class Counsel with an Excel spreadsheet for each of the following groups of Plaintiffs: (1) the IR Labs WARN Settlement Group, and (2) the SourceTek Settlement Group. Each such spreadsheet will list the names, employee ID numbers, social security numbers, last known addresses, work location state, and dates of employment during the Class Period, as that information exists in Defendants' records. If Class Counsel intends to submit any corrections or

updated information as to any names (e.g., due to marriage), address information, or dates of employment, Class Counsel shall submit such information to Defendants' Counsel for review and approval within **fourteen (14 days)** of the Effective Date. Subject to Defendants' review and approval (which shall not be unreasonably withheld), such corrections and updated information shall be submitted to the Settlement Administrator within **twenty-one (21) days** of the Effective Date.

22. Within **fourteen (14) days** of the Effective Date, the Settlement Administrator shall open an interest-bearing bank account, which will hold the Global Settlement Fund, and provide instructions to Defendants' Counsel for transferring settlement funds into the account.

23. Within **thirty (30) days** of the Effective Date (the **"Funding Date"**), Defendants shall deposit funds totaling Four Hundred and Forty Thousand, One Hundred and Thirty Eight Dollars and Seventy-Six Cents ($440,138.76) into the account designated for holding the Global Settlement Fund.

24. All payments from the account holding the Global Settlement Fund are contingent on approval of this Settlement Agreement by the Court. The Settlement Administrator will be responsible for distribution of checks for Individual Settlement Awards to each Plaintiff.

25. Within **seven (7) days** of the Claim Deadline (which is expected to occur after the Funding Date), the Settlement Administrator shall: (1) calculate the following: (a) the FLSA Settlement Award applicable to each member of the IR Labs FLSA Settlement Group who timely submitted a valid Claim Form, (b) the FLSA Settlement Award applicable to each member of the IR Labs FLSA Settlement Group who failed to timely submitted a valid Claim Form, (c) the WARN Settlement Award applicable to each member of the IR Labs WARN Settlement Group, (d) the SourceTek Settlement Award applicable to each member of the SourceTek Settlement Group, (e) the Individual Settlement Award applicable to each Plaintiff (excluding any unclaimed FLSA Settlement Awards), and (f) the Defendants' required employer share of payroll taxes with respect to any portions of the Individual Settlement Awards treated as wages (again, excluding any unclaimed FLSA Settlement Awards); and (2) provide the above information with supporting calculations to Class Counsel and Defendants' Counsel for review and approval.

26. Within **twenty-one (21) days** of the Claim Deadline, Class Counsel and Defendants' Counsel shall review the proposed Settlement Awards and supporting calculations provided by the Settlement Administrator and either approve them or identify concerns and address them with the Settlement Administrator and the other Parties' Counsel. Such approval shall not be unreasonably withheld.

27. Within **twenty-one (28) days** of the Claim Deadline, the Settlement Administrator shall transfer to IR Labs any portion of the Global Settlement Fund that had been allocated to FLSA

Settlement Awards of members of the IR Labs FLSA Settlement Group who failed to timely submit a valid Claim Form.

28. Within **twenty-one (28) days** of the Claim Deadline, Defendants shall transfer to the Settlement Administrator any additional funds needed to cover Defendants' required employer share of payroll taxes with respect to any portions of the Individual Settlement Awards treated as wages. Such funds will be separate from the Global Settlement Fund but will also be deposited by the Claims Administrator into an interest-bearing account.

29. Subject to the Parties' Counsel's approval of the Settlement Administrator's calculations and subject to all other terms and conditions of this Agreement, within **thirty-five (35) days** of the Claim Deadline, the Settlement Administrator shall mail a payment of the allocated Individual Settlement Award to each Plaintiff. If possible, the Settlement Administrator will issue each Plaintiff one single check representing the total amount of his or her Individual Settlement Award by combining the wage and non-wage portions of his or her Individual Settlement Award, subject to any withholdings for the employee's share of payroll taxes on the wage portion. On the same date, the Settlement Administrator shall mail a payment of the Service Awards to the Named Plaintiffs. The Settlement Administrator shall notify Defendants' Counsel and Class Counsel of the actual date that the Individual Settlement Award checks and Service Award checks are mailed to Plaintiffs, which is the "**Payment Date**."

30. To the extent that any Plaintiff fails to deposit his or her settlement check(s) within **sixty (60) days** of the Payment Date, then the Settlement Administrator shall issue a stop-payment order on such checks.

31. Within **seventy (70) days** of the Payment Date, the Settlement Administrator shall transfer to IR Labs any remaining or unclaimed portions of the Global Settlement Fund, as well as any interest that has accrued in the account(s) established by the Settlement Administrator under this Settlement Agreement.

CLASS COUNSEL'S ATTORNEYS' FEES AND COSTS

32. After agreeing to the principal terms of this Settlement Agreement, the Parties separately negotiated and resolved the issue of Class Counsel's reasonable fees and costs. The terms for resolving Class Counsel's fees and costs are set forth in the Supplemental Confidential Settlement Agreement and Release on Attorneys' Fees and Costs.

33. The enforceability of this Settlement Agreement is not contingent on any separate settlement on the issue of Class Counsel's fees and costs. The enforceability of the Settlement Agreement is not contingent on whether Court awards the amount sought by Class Counsel for fees and costs or a lesser amount. If the Court awards a lesser amount in fees and costs, Defendants shall pay the lesser amount approved by the Court, and the provisions and Releases

in this Settlement Agreement shall continue to be fully effective. Any amount requested but not approved by the Court shall be retained by Defendants.

34. Defendants shall have no responsibility for allocating or distributing attorneys' fees and costs among Class Counsel. The Released Parties shall be indemnified and held harmless from any disputes or claims regarding allocation of fees and costs among Class Counsel.

35. Any payment for Class Counsel's fees and costs shall be reported on IRS Form 1099, which shall be issued to Class Counsel.

RELEASES

36. **Releases.** In consideration of the benefits to be received by Plaintiffs under this Settlement Agreement, upon the Effective Date, the Parties agree as follows:

a. **All members of the IR Labs FLSA Settlement Group who timely submit a Claim Form and their executors, administrators, successors, and assigns, shall release, waive, and forever discharge the Released Parties (as defined below) from all Wage-and-Hour Claims (as defined below).**

i. Members of the IR Labs FLSA Settlement Group who do not timely submit a Claim Form are not subject to the above Release provision and will not receive any FLSA Settlement Award. However, they may be subject to the below Release provisions, if applicable.

b. **All members of the IR Labs WARN Settlement Group and their executors, administrators, successors, and assigns, shall release, waive, and forever discharge the Released Parties (as defined below) from all Wage-and-Hour Claims (as defined below) and all Employment Claims (as defined below).**

c. **All members of the Sourcetek Settlement Group and their executors, administrators, successors, and assigns, shall release, waive, and forever discharge the Released Parties (as defined below) from all Wage-and-Hour Claims (as defined below) and all Employment Claims (as defined below).**

d. "**Released Parties**" means all Defendants (IR Labs DE, LLC and SourceTek, Inc.) and their direct and indirect parents, affiliates, subsidiaries, divisions, owners, shareholders, partners, joint venturers, professional employment organizations, representatives, predecessors, successors, assigns, clients, and customers, and all of their current and former employees, officers, directors, attorneys, insurers, and agents thereof, both individually and in their business capacities, and their employee benefit plans and programs and their plan administrators and fiduciaries.

e. **"Wage-and-Hour Claims"** means any and all state, local, or federal claims, obligations, demands, actions, rights, causes of action and liabilities, whether known or unknown, against the Released Parties for alleged unpaid wages, overtime damages, minimum wages, unreimbursed expenses, inadequate meal or rest breaks, inadequate pay statements, penalties (including late payment and waiting-time penalties), premium pay, interest, liquidated or other damages, restitution, attorneys' fees, costs, expenses, and any other compensation and relief under the Fair Labor Standards Act ("FLSA") and any other federal, state, and local wage-related law (including statutory, common law, contractual, and equitable claims) that arise from or relate to Plaintiffs' employment or association with the Released Parties during the Class Period.

f. **"Employment Claims"** means all claims and causes of action of whatever nature, known and unknown, asserted or unasserted, against the Released Parties that arise from or relate to Plaintiffs' employment or association with the Released Parties during the Class Period, including, but not limited to, any alleged violation of the following, as amended: the Worker Adjustment and Retraining Notification Act; Title VII of the Civil Rights Act of 1964; Americans with Disabilities Act of 1990; Fair Credit Reporting Act; Family and Medical Leave Act; Equal Pay Act; Sections 1981 through 1988 of Title 42 of the United States Code; Employee Retirement Income Security Act of 1974 ("ERISA"); Internal Revenue Code of 1986; Immigration Reform and Control Act; Genetic Information Nondiscrimination Act of 2008; Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"); Families First Coronavirus Response Act; any other federal, state or local law, rule, regulation, or ordinance; any public policy, contract, tort law, or common law; or any basis for recovering costs, fees, or other expenses including attorneys' fees incurred in such matters.

g. The Releases set forth above cover and release any claims for Class Counsel's attorneys' fees and costs, as set forth in the Supplemental Confidential Settlement Agreement and Release on Attorneys' Fees and Costs.

h. No Plaintiff or other person shall have any claim against the Released Parties based on allocations, calculations, distributions, or payments made in accordance with this Settlement Agreement. The Released Parties shall be indemnified and held harmless from any disputes, claims, or errors relating to the allocation, calculation, distribution, and payment of settlement funds to Plaintiffs.

i. **Tax Indemnification.** Plaintiffs agree to pay any taxes found to be owed from settlement payments made pursuant to this Settlement Agreement and to hold the Released Parties harmless from any claims, assessments, demands, penalties and interest found to be

owed as a result of any payment made pursuant to this Settlement Agreement.

MISCELLANEOUS

37. **Denial of Wrongdoing; No Admission of Fault.** Defendants enter into this Agreement to avoid further expense and disruption to their businesses. Defendants contend that Plaintiffs have been compensated in full compliance with the law. Defendants contend that they have acted in full compliance with WARN. Defendants have denied and continue to deny the claims and contentions alleged by Plaintiffs in the Lawsuit. Defendants deny any wrongdoing or legal liability arising out of any of the facts or conduct alleged and believe they have valid defenses to Plaintiffs' claims. Neither this Settlement Agreement, nor any document referred to or contemplated herein, nor any action taken to carry out this Settlement Agreement, may be construed as, or may be used as an admission, concession, or indication by or against the Released Parties of any fault, wrongdoing or liability whatsoever, or of any concession that certification of a collective action would be appropriate.

38. **Inadmissibility of Settlement Agreement.** Except for purposes of settling this matter or enforcing the Settlement Agreement, neither this Settlement Agreement, nor its terms, nor any document, statement, proceeding or conduct related to this Settlement Agreement, nor any reports or accounts thereof, shall be construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, without limitation, evidence of a presumption, concession, indication or admission by any of the Parties of any liability, fault, wrongdoing, omission, concession or damage.

39. **Computation of Time.** For purposes of this Settlement Agreement, if the prescribed time period in which to complete any required or permitted action expires on a Saturday, Sunday, or legal holiday (as defined by FED. R. CIV. P. 6(a)(6)), such time period shall be continued to the following business day.

40. **Cooperation and Drafting.** The Parties have cooperated in the drafting and preparation of this Settlement Agreement; hence the drafting of this Settlement Agreement shall not be construed against any of the Parties. The Parties agree that the terms and conditions of this Settlement Agreement were negotiated at arms' length and in good faith by the Parties and reflect a settlement that was reached voluntarily based upon adequate information and sufficient investigation and after consultation with experienced legal counsel.

41. **Confidentiality of Material Provided to Class Counsel and the Settlement Administrator.** All materials provided by Defendants to Class Counsel or the Settlement Administrator shall be kept confidential and used for the sole purpose of implementing the Settlement Agreement.

42. **Limited Notice of Settlement; Non-Publicity.**

a. Subject to Court approval, the only notice of settlement permitted by this Agreement is the court-authorized Notice of Settlement that the Settlement Administrator will mail to members of the IR Labs FLSA Settlement Group pursuant to Section 17 of this Agreement.

b. Plaintiffs and Class Counsel shall not directly or indirectly provide any notification regarding the terms or existence of this Settlement Agreement to other current or former employees of SourceTek who are not part of the SourceTek Settlement Group.

c. Plaintiffs and Class Counsel shall not directly or indirectly provide any notification regarding the terms or existence of this Settlement Agreement to other current or former employees of IR Labs who are not part of the IR Labs WARN Settlement Group.

d. Class Counsel may continue to provide advice to current or former employees of SourceTek and IR Labs who have already retained Class Counsel (i.e. the IR Labs WARN Settlement Group and the SourceTek Settlement Group). Further, Class Counsel may provide advice to employees of SourceTek and IR Labs who retain Class Counsel in the future, though Class Counsel will not engage in any publicity, marketing or solicitation efforts targeting current or former employees of SourceTek and IR Labs.

e. A copy of the Settlement Agreement may be filed on the Court's docket, if necessary to obtain Court approval. Otherwise, Plaintiffs agree that this Settlement Agreement shall be treated as confidential and that all documents related to the Settlement Agreement shall also be confidential, except as required by law or as expressly permitted herein. Plaintiffs and Class Counsel shall not, directly or indirectly, publicize, disclose, divulge, communicate, or otherwise reveal or allow to be revealed (a) the terms, substance, or content of this Settlement Agreement or (b) the terms, substance, or content of any communications, written or oral, concerning the negotiation, execution or implementation of this Settlement Agreement to any person, entity or in any medium, including, but not limited to, any television station, radio station, newspaper, internet site, social media, web, magazine, journal, report, pamphlet, book, news/press release, billboard, public posting, or any other media outlet, except as required by law or as specified herein. Plaintiffs and Class Counsel agree not to hold any press conference, speak to the media, or engage in any press publicity, advertising, or solicitation (including online solicitation) of any type related to the existence, terms, negotiation, or implementation of this Settlement Agreement. If Class Counsel receives an inquiry about settlement from the media, Class Counsel shall decline to comment. Notwithstanding the above, the Settlement Agreement shall not be construed to limit the rights of Plaintiffs under the National Labor Relations Act, and nothing in this

Agreement prohibits Plaintiffs from testifying under subpoena, Court order, or other compulsory legal process. Further, the Parties may disclose information regarding the existence or substance of this Agreement to their spouse, tax advisor, counsel, and/or to the extent required by any federal, state or local government agency. To the extent Plaintiffs reveal information to their spouse, tax advisor, or counsel as permitted by this Section, they agree to inform those persons of the non-publicity and confidentiality requirements contained herein and instruct them to comply with such requirements.

43. **Class Counsel's Affirmation.** Class Counsel affirm that they do not have any claims "in queue" or ready to file against Defendants by current or former employees of SourceTek or IR Labs (except for the members of IR Labs WARN Settlement Group and SourceTek Settlement Group, whose claims shall be resolved by this Settlement Agreement).

44. **Jurisdiction of the Court.** If the Settlement Agreement is approved by the Court, any dispute arising out of this Settlement Agreement, or relating to the Releases, shall be subject to the exclusive jurisdiction of the Court. Plaintiffs and Defendants agree to submit to the exclusive jurisdiction of the Court to resolve such disputes. If the Settlement Agreement is approved by the Court, the Court shall retain jurisdiction with respect to the interpretation, implementation, validity, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith.

45. **Bona Fide Dispute; Enforceability.** Plaintiffs agree, warrant, and acknowledge that there are bona fide legal arguments and disputes between Plaintiffs and Defendants, and that the consideration provided herein reflects a full compromise for any such claims, including claims under the FLSA and applicable state or local wage law, during the Class Period. The Parties agree that this Settlement Agreement is fully enforceable and binding on the Parties upon approval of the Court.

46. **Amendment or Modification.** This Settlement Agreement may be amended or modified only by a written instrument signed by the Parties and their counsel.

47. **Entire Settlement Agreement.** This Settlement Agreement - in conjunction with the attached Exhibits, and with the "Supplemental Confidential Settlement Agreement and Release on Attorneys' Fees and Costs" entered between the Parties and the "Settlement Contribution and Mutual Release Agreement" entered between IR Labs and SourceTek - constitutes the entire agreement among the Parties, and no oral or written representations, warranties or inducements have been made to any party concerning this Settlement Agreement other than the representations, warranties, and covenants contained and memorialized in such documents. All prior or contemporaneous negotiations, memoranda, agreements, understandings, and representations, whether written or oral, are expressly superseded hereby and are of no further force and effect. Each of the Parties acknowledges that they have not relied on any promise,

representation or warranty, express or implied, not contained in this Settlement Agreement. This Settlement Agreement does not supersede or replace any existing arbitration agreements, confidentiality agreements, or restrictive covenant agreements between any Plaintiffs and any Defendants; such agreements will survive and remain in full force and effect, regardless of whether or not this Settlement Agreement is approved by the Court.

48. **Binding on Successors and Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs and the Released Parties, and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

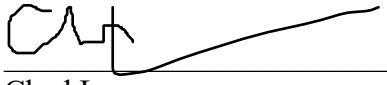
49. **Controlling Law.** This Settlement Agreement shall be subject to, governed by, construed, enforced, and administered in accordance with the laws of the State of Iowa, without regard for the principle of conflict of laws.

50. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties are expressly authorized by the Parties whom they represent to enter into this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Settlement Agreement.

51. **Counterparts.** This Settlement Agreement may be executed in one or more counterparts, including by facsimile or email. All executed counterparts and each of them shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF, the Parties and their counsel have agreed to and executed this Settlement Agreement as follows:

NAMED PLAINTIFFS:



Date: 02/10/2025

Chad Lyons

_____ Date: _____

Christian Taveras

CLASS COUNSEL:

_____ Date: _____

Jack Simpson
Simpson, PLLC

representation or warranty, express or implied, not contained in this Settlement Agreement. This Settlement Agreement does not supersede or replace any existing arbitration agreements, confidentiality agreements, or restrictive covenant agreements between any Plaintiffs and any Defendants; such agreements will survive and remain in full force and effect, regardless of whether or not this Settlement Agreement is approved by the Court.

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NAMED PLAINTIFFS:

_____ Date: _____
Chad Lyons

_____ Date: 02/10/2025
Christian Taveras

CLASS COUNSEL:

_____ Date: _____
Jack Simpson
Simpson, PLLC

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NAMED PLAINTIFFS:

_____ Date: _____
Chad Lyons

_____ Date: _____
Christian Taveras

CLASS COUNSEL:

_____ Date: 2/11/25
Jack Simpson
Simpson, PLLC

DEFENDANTS:

_____ Date: _____
Karen Anapoell
General Counsel, IR Labs DE, LLC

48. **Binding on Successors and Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the Plaintiffs and the Released Parties, and their heirs, beneficiaries, executors, administrators, successors, transferees, assigns, or any corporation or any entity with which any party may merge, consolidate, or reorganize.

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NAMED PLAINTIFFS:

_____ Date: _____
Chad Lyons

_____ Date: _____
Christian Taveras

CLASS COUNSEL:

_____ Date: _____
Jack Simpson
Simpson, PLLC

DEFENDANTS:

Rodney Rad
_____ Date: 02 / 14 / 2025
Rodney Rad
President, IR Labs DE, LLC

Docusign Envelope ID: E24B3A03-3786-42BB-80D2-332556CAC014

By: _____

Name:

IR LABS DE, LLC

Dated: _____

By: DocuSigned by: Michael Llewellyn
9CEA074738F744A...

Name:

SOURCETEK, INC.

Dated: 2/13/2025

Date: _____

Michael Llewellyn
President, SourceTek, Inc.

COUNSEL FOR IR LABS DE, LLC:

Date: 2/14/2025

Wm. Robert Gignilliat
Jackson Lewis, P.C.

COUNSEL FOR SOURCETEK, INC.:

Date: 2/13/2025

Angel West
Maynard Nexsen PC

EXHIBIT A

Employee ID Numbers of Persons in the IR Labs FLSA Settlement Group

1. 16
2. 17
3. 28
4. 29
5. 35
6. 37
7. 47
8. 50
9. 52
10. 53
11. 56
12. 57
13. 59
14. 60
15. 73
16. 75
17. 77
18. 78
19. 79
20. 81
21. 83
22. 85
23. 88
24. 90
25. 92
26. 98
27. 100
28. 106
29. 108
30. 109
31. 110
32. 114
33. 118
34. 119
35. 120

36. 121
37. 122
38. 125
39. 126
40. 129
41. 130
42. 135
43. 136
44. 137
45. 138
46. 140
47. 143
48. 149
49. 152
50. 153
51. 156
52. 158
53. 164
54. 174
55. 178
56. 179
57. 180
58. 181
59. 182
60. 183
61. 185
62. 194
63. 204
64. 246
65. 269
66. 275
67. 278
68. 280
69. 281
70. 283
71. 285
72. 287
73. 289
74. 294
75. 317
76. 318
77. 337
78. 342
79. 361
80. 377
81. 378

EXHIBIT B

Persons in the IR Labs WARN Settlement Group

1. Adam Doty
2. Adam Sparks
3. Amber Thomas
4. Anthony Heflin
5. April Hawley
6. Austin Becthold
7. Braedi Kinman
8. Brittany J. Bougher-Xam
9. Chad Lyons
10. Dakotah Menaugh
11. Dane Hays
12. Daniel Modell
13. David Lake
14. Dylan Long
15. Erica Brodie
16. Goerden Salazar
17. Charles Somerville
18. Janae Egenberger
19. John Paul Dauber
20. Josh Loeffler
21. Kevin Hatch
22. Marvin Azzopardi
23. Melanie Anderson
24. Oscar Froehlich
25. Stephanie Tessman
26. Taylor Thompson
27. Travis Hummel
28. Tyler Tweeten
29. William Gatchel
30. Zach Meseck

EXHIBIT C

Persons in the SourceTek Settlement Group

1. Amanda Fox
2. Amber Cloud
3. Ashton Northcutt
4. Charles Marvel
5. Christian Taveras
6. Courtland Fernandez
7. Crystal Stevenson
8. Diego Ferrer
9. Dina Forsythe
10. Esan Shatah
11. Jacqueline Nehall
12. Jennifer Kerrigan
13. Jessica Giddens
14. Joel Lopez
15. Jonathan Carlson
16. Jordan Hoffman
17. Kayli Jenkins
18. Kevin Chambers
19. Laurie Fleming
20. Marqueay Cotto
21. Melissa Painter
22. Melody Lopez
23. Michele Hernandez
24. Radu Christan Dudau
25. Regina Nieves
26. Robin Williams
27. Sabina Gilman
28. Thomas Thomsen
29. Tracy Lewis

EXHIBIT D

EXHIBIT E