JOINT STIPULATION OF SETTLEMENT AND RELEASE

This Settlement Agreement and Release ("Agreement") is entered into between Burroughs Inc. ("Burroughs" or "Respondent"), on the one hand, and Jesus Rivera ("Named Claimant"), individually and on behalf of others similarly situated, on the other hand.

RECITALS

WHEREAS, the Named Claimant has asserted claims against Burroughs under the Fair Labor Standards Act ("FLSA"), 29 U.S.C. §§ 201, *et seq.*, and analogous state wage and hour laws, based on the alleged failure to pay overtime compensation to the Named Claimant and others claimed to be similarly situated for all hours worked, with the Named Claimant alleging that Burroughs' practices, as opposed to its written policies, resulted in unpaid overtime wage violations; and

WHEREAS, Respondent and the Named Claimant (collectively the "Settling Parties") have agreed to a Private Arbitration (the "Arbitration") before Arbitrator Dennis Clifford (the "Arbitrator"); and

WHEREAS, prior to the Named Claimant filing the demand in arbitration initiating the Arbitration, the parties engaged in pre-suit settlement negotiations, including the exchange of pre-suit discovery and an all-day mediation sessions on December 12, 2025 and May 20, 2025; and

WHEREAS, Named Claimant's Counsel analyzed and evaluated the merits of the claims made against Respondent in the Arbitration, conducted interviews with putative collective members, obtained and reviewed documents relating to Respondent's compensation policies and practices, and analyzed payroll and other data and information; and

WHEREAS, based upon their 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, Named Claimant's Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Named Claimant and the Putative Collective Members (as defined below); and

WHEREAS, Burroughs denies all the claims and contentions alleged by the Named Claimant in the Arbitration, disclaims any violation of law and all liability, and enters into this Agreement solely to avoid the expense and business interruption of further litigation. Burroughs has concluded that further litigation of the claims encompassed by the Arbitration would be protracted and expensive, and would also divert management and employee time. Burroughs also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Arbitration be settled in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Named Claimant and any individuals who opt in to the Arbitration may have against Burroughs.

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

Burroughs and the Named Claimant (collectively the "Settling Parties") agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by Burroughs of the Gross Fund as defined in this Agreement subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Arbitrator and is entered into voluntarily by the Settling Parties for settlement purposes only.

I. CONSENT TO ARBITRATOR-FACILITATED NOTICE

A. Potential Claimants. For settlement purposes only, the Settling Parties agree that the Named Claimant and the Putative Collective Members (as defined below) are similarly situated for purposes of 29 U.S.C. § 216(b) of the FLSA and consent to Arbitrator-facilitated notice to Named Claimant and Putative Collective Members. "Putative Collective Members" shall include all Technicians, however variously titled, including but not limited to Technicians and Service Technicians (collectively, "Technicians"), employed by Burroughs at any time on or after (i) four (4) years prior to the Arbitrator's approval of the settlement through the date of such approval as to Technicians in California; and/or (ii) three (3) years prior to the Arbitrator's approval of the settlement through the date of such approval as to Technicians anywhere else in the United States and Puerto Rico (the "Relevant Period"). The Relevant Period shall also include all time worked by General Release Payment Recipients (as defined below) as Technicians for Burroughs from (i) July 1, 2021 through the Arbitrator's approval of the settlement as to General Release Payment Recipients who worked as Technicians in California; and (ii) July 1, 2022 through the Arbitrator's approval of the settlement as to General Release Payment Recipients who worked as Technicians outside of California.

B. The Settling Parties shall cooperate and present to the Arbitrator such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Arbitrator-facilitated notice.

II. SETTLEMENT APPROVAL PROCEDURE

On or before fourteen (14) days[1] after execution of this Agreement, the Named Claimant shall file an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Opportunity to File Consent to Join and Release Forms, and Dismissal with Prejudice ("Approval Motion") with this Settlement Agreement, the Notice of Settlement of Collective Action Arbitration (to reflect the Named Claimant's and each Putative Collective Member's individual settlement amount and a summary of the basis for settlement) and Consent to Join and Release Form (collectively, the "Notice Packet"), which is attached to this

[1] All references to "days" throughout this document refer to calendar days, unless otherwise stated.

Agreement as Exhibit A,[2] advising the Named Claimant and Putative Collective Members of the material terms and provisions of this settlement, their estimated individual settlement amounts, the procedure for submitting Consent to Join and Release Forms (or, for California-based Putative Collective Members, for endorsing or negotiating their Settlement Checks), and their rights with respect to this settlement. The Settling Parties shall also submit an agreed-upon Proposed Final Award and Order ("Approval Order"), which is attached to this Agreement as Exhibit B.

The "Effective Date," as used herein, shall be the date of the Arbitrator's approval of this Agreement.

III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS

A. Notice of Claims

1. Within ten (10) days of the Effective Date, Burroughs shall provide the Settlement Claims Administrator and Named Claimant's Counsel an Excel chart listing for the Named Claimant and each Putative Collective Member their names, employee identification numbers, last known addresses, last known personal e-mail addresses, Social Security numbers, dates of employment as Technicians during the Relevant Period, and states of employment of the Named Claimant and Putative Collective Members during the time periods that they worked as Technicians for Burroughs, as that information exists in Burroughs' electronic employment records for the Named Claimant and Putative Collective Members. Named Claimant's Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Named Claimant and Putative Collective Members that Named Claimant's Counsel may have. Prior to the mailing of the Notice Packet to the Named Claimant and Putative Collective Members, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Notice Packet to any updated address obtained therefrom.

2. Notice to Non-California Putative Collective Members. Within twenty-one (21) days of the Effective Date, the Settlement Claims Administrator shall send via personal e-mail and First Class U.S. Mail (with an enclosed, postage-paid return envelope) all Notice Packets to the Named Claimant and to each Putative Collective Member employed by Burroughs as a Technician during the Relevant Period in states other than California and in Puerto Rico ("Non-California Putative Collective Members"). Each Consent to Join and Release Form shall include a unique number or other mark identifying the Putative Collective Member to whom it was sent. The Notice Packet shall also advise each such individual of a website where they can review additional information regarding the settlement and submit their Consent to Join and Release Form. If any Notice Packet is returned as undeliverable for the Named Claimant or a Non-California Putative Collective Member, the Settlement Claims Administrator shall attempt to locate such person up to two (2) times through an electronic search using the Social Security number and/or former address of that person and (if a new address is located) mail an additional Notice Packet to such person. If an e-mail to the Named Claimant or a Non-California Putative Collective Member is returned as undeliverable, the Settlement Claims Administrator shall not be required to perform any search for an e-mail address for such person. In order for the Named

[2] Exhibit A includes Exhibit A1, the Notice Packet to Non-California Putative Collective Members; and Exhibit A2, the Notice Packet to California Putative Collective Members, both of which are defined below.

Claimant or any Non-California Putative Collective Member to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their original, properly-executed, and completed Consent to Join and Release Form by facsimile, e-mail, or electronically via website submission within sixty (60) days (or, if sent by U.S. First Class Mail, postmarked no later than sixty (60) days) after the date the Notice Packets were initially mailed to the Named Claimant and Non-California Putative Collective Members (the "Claim Bar Date"), unless otherwise agreed by the parties.

3. Thirty (30) days after the initial mailing of the Notice Packets to Non-California Putative Collective Members, the Settlement Claims Administrator will distribute a reminder notice via e-mail and First Class U.S. Mail to any Non-California Putative Collective Member who has not returned a Consent to Join and Release Form.

4. In the event that, before the Claim Bar Date, Named Claimant's Counsel or the Settlement Claims Administrator becomes aware that the Named Claimant or a Non-California Putative Collective Member did not receive the Notice Packet or misplaced the Notice Packet, the Settlement Claims Administrator shall mail and e-mail an additional Notice Packet to such person. To the extent any mailed Notice Packet was not received by the Named Claimant or a Non-California Putative Collective Member and/or is returned as undeliverable within the 60-day Claim Bar Date, such person shall be permitted the longer of forty-five (45) days from the re-mailing of the Notice or the Claim Bar Date to return his or her properly-executed and completed Consent to Join and Release Form ("Re-mailing Claim Bar Date"). Such Consent to Join and Release Form must be received by the Settlement Claims Administrator postmarked by, or received by e-mail on or before, the Re-mailing Claim Bar Date.

5. In the event any Consent to Join and Release Form is timely submitted by a Non-California Putative Collective Member but does not contain sufficient information, the Settlement Claims Administrator shall provide the Non-California Putative Collective Member with a letter ("Cure Letter") via e-mail and First Class U.S. Mail (with an included postage-paid return envelope), requesting the information that was not provided and giving the Non-California Putative Collective Member the longer of forty-five (45) days from mailing of the Cure Letter or the Claim Bar Date ("Cure Claim Bar Date") to return a properly completed Consent to Join and Release Form. Any Non-California Putative Collective Member who fails to respond timely to a Cure Letter will not be considered a Qualified Claimant.

6. **Notice to California Putative Collective Members.** Notice to Putative Collective Members employed as Technicians during the Relevant Period in California ("California Putative Collective Members") will be issued at the same time as when settlement checks are distributed to the participating Non-California Putative Collective Members (*see infra* at Paragraph III(H)(2)), by First Class U.S. Mail with an enclosed Settlement Check reflecting their settlement share, and a back-of-the-check Consent to Join and Release Form (collectively, the "California Notice Packet"). At the same time, a copy of the California Notice Packet shall be issued to such individuals via personal e-mail. The California Notice Packet shall advise the California-based Putative Collective Member of their estimated pro rata settlement amount and of a website where they can review additional information regarding the settlement. Any U.S. Mail California Notice Packets returned as undeliverable shall be traced up to two (2) times to obtain a new address and be re-mailed by First Class U.S. Mail. If an e-mail to a California Putative

Collective Member is returned as undeliverable, the Settlement Claims Administrator shall not be required to perform any search for an e-mail address for such person. California Putative Collective Members shall have one hundred twenty (120) days from the date of mailing of the California Notice Packet to participate in the settlement either by endorsing the Consent to Join and Release Form on the back of the Settlement Check and/or otherwise depositing or negotiating the Settlement Check (the "California Opt-in Period").

7. Sixty (60) days after the initial mailing of the California Notice Packet, the Settlement Claims Administrator will distribute a reminder notice via e-mail and First Class U.S. Mail to any California Putative Collective Member who has not endorsed, deposited, or negotiated his or her Settlement Check.

8. In the event of any dispute over a Putative Collective Member's dates of employment, number of eligible workweeks and/or the late submission of any claims, the Settling Parties will meet and confer in good faith in an effort to resolve the dispute, and if the Settling Parties are unable to reach an agreement, the Settlement Claims Administrator shall decide the dispute, and its decision will be final. In the case of a dispute over the Named Claimant's or a Putative Collective Member's dates of employment, Burroughs' records shall control and will have a rebuttable presumption of correctness.

9. The Named Claimant and General Release Payment Recipients, any Non-California Putative Collective Member who timely returns a completed and executed Consent to Join and Release Form, and any California Putative Collective Member who timely endorses their Consent to Join and Release Form and/or otherwise negotiates his or her Settlement Check within the California Opt-in Period, will be considered "Qualified Claimants" entitled to receive a Portion of the Net Fund (as defined in paragraph III(G)(1) below). For the avoidance of doubt, the General Release Payment Recipients (as defined in paragraph III(G)(3) below) are considered Qualified Claimants whether or not they return a Consent to Join and Release Form.

10. Within seven (7) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator shall provide to Burroughs' Counsel and Named Claimant's Counsel a list of Qualified Claimants among the Non-California Putative Collective Members and shall provide electronic copies of all timely received and completed Consent to Join and Release Forms and a calculation of the total amount needed to cover all payments and the total required for the employer's share of payroll taxes.

11. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received from Qualified Claimants (including back-of-the-check Consent forms endorsed by California Qualified Claimants) and shall provide the original Consent to Join and Release Forms to Counsel for Burroughs. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants and the payment amount made to each Qualified Claimant.

B. Within seven (7) days after receipt of the Consent to Join and Release Forms from the Settlement Claims Administrator, Burroughs may, at its option, file redacted versions of all Consent to Join and Release Forms with the Arbitrator.

C. Burroughs' Payment Obligations. In consideration for the dismissal with prejudice of the Arbitration as well as the release of claims effected by this Agreement and other good and valuable consideration, Burroughs shall pay a maximum of Six Million Three Hundred Seventy-Five Thousand Dollars and Zero Cents ($6,375,000.00) to settle the claims associated with not materially more than 1,166 Technicians and/or 107,663 workweeks worked by Technicians within the Relevant Period (the numbers identified in the data provided by Burroughs to facilitate settlement discussions) to settle the Arbitration (the "Gross Fund").[3] Subject to the terms of this Agreement, the Gross Fund is inclusive of payment for: (1) all Qualified Claimants, or their respective authorized legal representatives; (2) the General Release Payments (as defined in paragraph III(G)(3) below) approved by the Arbitrator for the General Release Payment Recipients; (3) all attorneys' fees, costs, and litigation expenses approved by the Arbitrator, including the fees and costs in connection with securing Arbitrator approval of this Agreement (including one-half of the Arbitrator's fees and costs incurred in reviewing the Agreement for approval purposes), the claims process and implementing this Agreement, other than fees and costs awarded in connection with any successful proceeding to enforce the terms of this Agreement; (4) all costs incurred by the Settlement Claims Administrator and all costs in connection with the Settlement Fund (as defined in paragraph III(F)(1) below); and (5) the Qualified Claimants' share of applicable federal, state and local taxes required to be withheld by the Settlement Fund. Burroughs' share of payroll taxes associated with payments to the Qualified Claimants and one-half of the Arbitrator's fees and costs (which Burroughs will pay directly to the Arbitrator) will be paid separately by Burroughs in addition to the Gross Fund. The Gross Fund shall be all that Burroughs or the Released Parties (as defined below) shall pay to settle the Arbitration (with the exception of any employer's share of payroll taxes and one-half of the Arbitrator's fees and costs).

D. Payment. Within thirty (30) days after the Effective Date, Burroughs will pay to the Settlement Fund (as defined in paragraph III(F)(1) below) the total Gross Fund, it being understood that Burroughs requires the payment instructions and W-9 for the Settlement Fund at least twenty-one (21) days in advance of making the payment. Payment will be by wire transfer to a depository bank chosen by the Settlement Claims Administrator. Within thirty-seven (37) days after the Effective Date, the Settlement Claims Administrator shall pay to Named Claimant's Counsel by wire transfer such amount of attorneys' fees, costs and litigation expenses as has been approved and ordered by the Arbitrator, and shall pay via First Class U.S. Mail the Arbitrator-approved General Release Payments to the General Release Payment Recipients. Payment of the individual Settlement Payments to Qualified Claimants shall be made after the conclusion of the claim procedure, as described below.

E. Settlement Claims Administration

1. Selection of Settlement Claims Administrator. The Settlement Claims Administrator shall be selected by Named Claimant's Counsel, subject to Respondent's prior approval.

[3] If the final number of eligible Technicians and/or workweeks at issue are 5% greater than 1,166 Technicians and/or 107,663 workweeks associated with time Technicians worked within the Relevant Period (i.e., greater than 1,224 Technicians and/or 113,046 eligible workweeks), Burroughs will pay a proportional amount in addition to the Gross Fund for each additional such Technician and/or eligible workweek, as applicable, into the Gross Fund.

2. Settlement Claims Administrator Responsibilities. The Settlement Claims Administrator shall be responsible for: (a) establishing a qualified settlement fund and qualified settlement fund account, and determining and finalizing the calculations of the Potential Gross Settlement Payments (as defined in paragraph III(G)(2)(d) below) and tax withholding amounts for the Qualified Claimants, as applicable; (b) preparing, printing and disseminating to the Named Claimant and Putative Collective Members the Notice Packet (or, for California Putative Collective Members, the California Notice Packet including the Settlement Check with a back-of-the-check Consent to Join and Release Form) and return envelope; (c) creating a dedicated website where Putative Collective Members can review information regarding the settlement and, for Non-California Putative Collective Members, electronically submit Consent to Join and Release Forms; (d) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Putative Collective Member who receives a Notice Packet or California Notice Packet; (e) receiving and reviewing the Consent to Join and Release Forms (including endorsed back-of-the-check forms) submitted by Putative Collective Members to determine eligibility for payment; (f) determining the final Settlement Payment for each Qualified Claimant in accordance with this Agreement; (g) mailing the settlement checks to Qualified Claimants; (h) wiring Claimants' Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payments and Settlement Payments in accordance with this Agreement and Order of the Arbitrator; (i) paying all payroll tax obligations of Burroughs in accordance with applicable law and this Agreement; (j) issuing W-2 and 1099 Forms from the Qualified Settlement Fund for all amounts paid to Qualified Claimants; (k) ascertaining current address and addressee information for each Notice Packet or California Notice Packet returned as undeliverable; (l) referring to Named Claimant's Counsel all inquiries by the Named Claimant and Putative Collective Members the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claims Administrator's duties specified herein; (m) responding to inquiries of Named Claimant's Counsel or Burroughs' Counsel; (n) promptly apprising counsel for the Settling Parties of the activities of the Settlement Claims Administrator; (o) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and California Notice Packets and receipt of Consent to Join and Release Forms (including endorsed back-of-the-check forms), returned mail and other communications and attempted written or electronic communications with the Named Claimant and Putative Collective Members; (p) confirming in writing to Named Claimant's and Burroughs' Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (q) timely responding to communications from the Settling Parties or their counsel; and (r) such other tasks as called for by this Agreement, ordered by the Arbitrator, or the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to the Settlement Fund, including but not limited to all fees, expenses, and costs in connection with the Gross Fund and Settlement Fund (including, but not limited to, those related to notice, check cutting and mailing, claims processing, arbitration filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the Settlement Fund.

4. **Reporting by Settlement Claims Administrator.** Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets and California Notice Packets to the Named Claimant and Putative Collective Members, the claims administration process, the receipt of Consent to Join and Release Forms (including endorsed back-of-the-check forms), distribution of the Settlement Checks, and any other aspect of the claims administration process.

F. Creation and Implementation of a Qualified Settlement Fund

1. **Establishing the Qualified Settlement Fund.** The Gross Fund will be deposited in an account titled Burroughs Settlement Fund (the "Settlement Fund"), intended by the Settling Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq. The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq., and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Arbitrator. The payments to the Settlement Fund, and the timing of the payments to the Settlement Fund, are described in paragraphs III(C) and III(D).

2. **Administering the Settlement Fund.** The Settlement Claims Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling 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. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

3. Tax Withholding and Reporting.

a. **Employment Taxes.** The Settlement Claims Administrator shall allocate fifty percent (50%) of the total paid to each Qualified Claimant to wages (to be reported on an Internal Revenue Service ("IRS") Form W-2) and fifty percent (50%) to non-wage compensation (to be reported on an IRS Form 1099). The Settlement Claims Administrator shall be responsible for withholding and timely remitting and reporting all taxes to the appropriate taxing authorities. The Settlement Claims Administrator shall determine the proper tax reporting treatment for the Arbitrator-approved General Release Payments.

b. **Fund Taxes.** All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund, if any, including any taxes or tax detriments that may be imposed on Burroughs with respect to income earned for any period during which the Settlement Fund does not qualify as a "Qualified Settlement Fund" for federal and state income tax purposes (hereinafter "Settlement Fund Taxes"), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter "Settlement Fund Tax Expenses") shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

4. Other Payments and Indemnification. The Settlement Claims Administrator shall satisfy from the Settlement Fund: all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys' fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. The Settlement Claims Administrator shall indemnify the Settling Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same.

5. Communication with Burroughs' and Claimants' Counsel. Burroughs, Burroughs' Counsel, and Named Claimant's Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process. All parties shall have full access to all information relating to claims administration.

G. Allocation of the Settlement Fund

1. Net Fund. The amount approved by the Arbitrator for the General Release Payments; the amount approved by the Arbitrator for attorneys' fees, expenses, and costs; and the fees and expenses of the Settlement Claims Administrator approved by the Arbitrator shall be deducted from the Gross Fund to obtain a "Net Fund."

2. Allocation of Net Fund. All Putative Collective Members shall be allocated a portion of the Net Fund pursuant to the following allocation formula:

a. Each Putative Collective Member employed by Burroughs in California shall be assigned one and one-half (1.5) points for each week worked as a Technician in California during the Relevant Period;

b. Each Putative Collective Member employed by Burroughs outside of California (including in Puerto Rico) shall be assigned one (1) point for each week worked as a Technician outside of California during the Relevant Period;

c. The calculation of all eligible workweeks pursuant to paragraphs (a) and (b) above shall be based on Burroughs' business records;

d. To calculate the Named Claimant and each Putative Collective Member's proportionate share: (i) Add all points for the Named Claimant and each Putative Collective Member together to obtain the "Total Denominator"; and (ii) Divide the number of points for the Named Claimant and each Putative Collective Member by the Total Denominator to obtain the Named Claimant's and each Putative Collective Member's "Portion of the Net Fund."

e. Multiply the Named Claimant's and each Putative Collective Member's Portion of the Net Fund by the Net Fund to determine the Named Claimant's and each Putative

Collective Member's "Potential Gross Settlement Payment." The sum of the Potential Gross Settlement Payments for the Named Claimant and Putative Collective Members shall equal the Net Fund. The Potential Gross Settlement Payments shall be disclosed to the Named Claimant and Putative Collective Members in the Notice Packet (or, for California Putative Collective Members, in the California Notice Packet and on the face of their Settlement Check). The Potential Gross Settlement Payments will be paid to the Qualified Claimants. Any amounts of the Net Fund not claimed by a Qualified Claimant shall revert to and/or remain the property of Burroughs after deductions of amounts necessary to pay Burroughs' share of applicable payroll taxes due on Qualified Claimants' claims, as otherwise required and consistent with the terms of this Agreement.

3. **General Release Payments.** From the Gross Fund, Named Claimant's Counsel shall seek General Release Payments of up to Ten Thousand Dollars and Zero Cents ($10,000.00) each for David Payne, Jorge Vasquez, Jesus Rivera, Rolando Lagunas, Orlando Chavez, Luke Perrecone, Oswaldo Mota, and Kyle Barrow (collectively, the "General Release Payment Recipients") in exchange for general releases of their claims, as detailed in Sec. IV(B), *infra*. Burroughs shall not oppose this request. The Settling Parties expressly agree that the Arbitrator's approval or denial of any request for a General Release Payment is not a material condition to this Agreement, and is to be considered by the Arbitrator separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Named Claimant's Counsel for a General Release Payment shall not operate to terminate or cancel this Agreement. General Release Payments will be reported to each General Release Payment Recipient in accordance with applicable Internal Revenue Service requirements, as determined by the Settlement Claims Administrator.

4. **Attorneys' Fees and Costs Amounts.** Named Claimant's Counsel shall make an application to the Arbitrator for an award of attorneys' fees of up to forty percent (40%) of the Gross Fund, e.g., Two Million Five Hundred Fifty Thousand Dollars and Zero Cents ($2,550,000.00). In addition, Named Claimant's Counsel shall seek reimbursement of their reasonable costs and expenses from the Gross Fund. Burroughs will not oppose Named Claimant's Counsel's attorneys' fees, costs, and expenses requests provided they are consistent with the terms of this Agreement. The settlement is not conditioned upon the Arbitrator's approval of Named Claimant's Counsel's petition for fees, expenses, and costs. Payment of such attorneys' fees, expenses, and costs to Named Claimant's Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by Burroughs to pay any person, attorney or law firm for attorneys' fees, expenses or costs incurred on behalf of Qualified Claimants. The Settlement Claims Administrator shall report the payment of these fees, expenses and costs to Named Claimant's Counsel on an IRS Form 1099. The Settling Parties expressly agree that the Arbitrator's approval or denial of any request for attorneys' fees and costs is not a material condition to this Agreement, and is to be considered by the Arbitrator separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Named Claimant's Counsel for an award for fees and costs shall not operate to terminate or cancel this Agreement. However, the Named Claimant reserves the right to appeal the denial of fees and costs (or the reduction of fees and costs requested), but any attorneys' fees, costs, and expenses of such appeal shall not be paid out of the Settlement Fund or otherwise by Burroughs or any of the other Released Parties.

H. Payments to Qualified Claimants

1. **Funding of Payments to Qualified Claimants.** Within seven (7) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator will provide Burroughs with a register of all Qualified Claimants among the Non-California Putative Collective Members, together with the calculated Settlement Payments for all California Putative Collective Members, the total amount to be paid to them under the terms of the Agreement, the total amount necessary to satisfy all individual payments to the Qualified Claimants, and the total amount necessary to pay the employer's share of payroll taxes arising out of the individual payments to Qualified Claimants and California Putative Collective Members. Within seven (7) days of receipt of such register, Burroughs shall pay into the QSF any additional amounts necessary, if any, to issue settlement payments to all Qualified Claimants and Notice Packets to all California Putative Collective Members consistent with terms of this Agreement.

2. **Timing of Payments.** Within twenty-one (21) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator will transmit all payments to Non-California Qualified Claimants, and simultaneously issue California Notice Packets including Settlement Checks to all California Putative Collective Members, by First Class U.S. Mail to the last known address for each such individual (or such other address provided by such individual to the Settlement Claims Administrator).

3. **Taxes on the Potential Gross Settlement Payments.** The Potential Gross Settlement Payments attributed to the Named Claimant and Putative Collective Members who become Qualified Claimants shall be fifty percent (50%) to back wages and fifty percent (50%) to liquidated damages. The back wages shall be subject to all required employee-paid payroll taxes (federal income taxes, state income taxes, employee's share of FICA and FUTA taxes, and other state or local-specific statutory deductions). The liquidated damages shall be treated as non-wage income to the Qualified Claimants. The Settlement Claims Administrator shall report the back wage payments to the IRS on IRS Form W-2 and shall report the liquidated damages on IRS Form 1099.

4. **Tax Advice.** The Named Claimant, on behalf of himself and the Putative Collective Members, acknowledges and agrees that he has not relied upon any advice from Burroughs or Named Claimant's Counsel as to the taxability of the payments received pursuant to this Agreement.

5. **Negotiation of Settlement Checks.** Non-California-based Qualified Claimants will have one hundred twenty (120) days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks. If any non-California-based Qualified Claimant does not negotiate his or her settlement check within one hundred twenty (120) days after the Check Issuance Date, the check will be void. Sixty (60) days after the distribution of settlement checks, the Settlement Claims Administrator shall send out reminder notices via e-mail and First Class U.S. Mail to non-California-based Qualified Claimants who have not yet negotiated their checks, reminding them to negotiate their checks prior to the 120-day deadline. The Settlement Claims Administrator will provide Named Claimant's Counsel with a list of any non-California Qualified Claimants yet to cash their checks thirty (30) days prior to the 120-day

deadline. Any funds remaining in the Qualified Settlement Fund after payment to: (1) all Qualified Claimants who timely negotiate their settlement checks; (2) the Arbitrator-approved General Release Payments to the General Release Payment Recipients; (3) all attorneys' fees, costs, and litigation expenses approved by the Arbitrator; (4) the Settlement Claims Administrator's fee; and (5) applicable federal, state and local income taxes, and all federal and state employment taxes required to be withheld and/or paid by Burroughs, shall revert to Burroughs and must be returned to Burroughs no later than thirty (30) days after the close of the 120-day deadline to negotiate settlement checks.

IV. <u>RELEASE</u>

A. Release By Qualified Claimants. Conditioned upon the Arbitrator's entry of the Approval Order, and in exchange for the monetary consideration recited in this Agreement, upon full payment of all monetary obligations by Burroughs, the Named Claimant does hereby agree to dismiss the Arbitration with prejudice. In order to receive a settlement payment, all Qualified Claimants who execute a Consent to Join and Release Form (or, in the case of California-based Qualified Claimants, endorse the Consent to Join and Release Form on the back of the Settlement Check and/or otherwise deposit or negotiate the Settlement Check) shall release Burroughs and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all wage and hour claims that accrued during their employment as Technicians, relating back to the full extent of the Relevant Period and continuing through the Arbitrator's approval of the settlement, including, without limitation, all state and federal claims for minimum wages, unpaid or underpaid overtime wages, prompt pay-related claims, record-keeping or pay stub violations, and related claims for interest, liquidated damages, penalties, attorneys' fees, costs, and expenses.

B. Back-of-the-Check Endorsement for California Qualified Claimants. All Settlement Checks issued to California Putative Collective Members shall contain, on the back of the check, the following limited Consent to Join and Release Form endorsement:

> By endorsing, negotiating, and/or cashing this Settlement Check, I consent to opt into and participate in the settlement of the arbitration entitled *Rivera v. Burroughs Inc.*, and agree to be bound by the Agreement negotiated by Named Claimant's Counsel in that case. Further, by endorsing and/or cashing this Settlement Check and opting into this matter, I release Burroughs Inc. ("Burroughs") and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns from: any and all wage and hour claims that accrued during my employment as a Technician, relating back to the full extent of the Relevant Period and continuing through the Arbitrator's approval of the settlement, including, without limitation, all state and federal claims for minimum wages, unpaid or underpaid overtime wages, prompt pay-related claims, record-keeping or

pay stub violations, and related claims for interest, liquidated damages, penalties, attorneys' fees, costs, and expenses. I also represent and warrant that I have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof or interest therein, that is released herein, including, but not limited to, any interest in the Arbitration, or any related action.

C. General Release of Known and Unknown Claims By General Release Payment Recipients. In addition to the claims released as set forth in paragraph (A) above, the General Release Payment Recipients, in exchange for accepting and receiving an approved General Release Payment pursuant to paragraph III(G)(3) above, shall each execute a general release in the form attached hereto as Exhibit C.

V. NOTICES

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally, emailed, or sent via overnight courier to the undersigned persons at their respective addresses as set forth herein:

Counsel for Plaintiffs:

Paolo C. Meireles
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
pmeireles@shavitzlaw.com

Counsel for Burroughs:

Maureen A. Maffei
Ice Miller LLP
200 W. Madison Street, Suite 3500
Chicago, IL 60606
maureen.maffei@icemiller.com

Paul L. Bittner
Ice Miller LLP
250 West Street, Suite 700
Columbus, OH 43215
paul.bittner@icemiller.com

VI. CONFIDENTIALITY

A. The Settling Parties and their Counsel and all of their agents and representatives agree to keep the fact and terms of the Agreement, any documents related to the settlement, and the Parties' settlement negotiations strictly confidential and shall not, directly or indirectly, verbally or in writing, publish, disseminate, discuss or disclose any of that information to any third party (including the press or media or by way of the internet and social media including, but not limited to, Facebook, X (f/k/a Twitter), Instagram, LinkedIn, personal blogs and posts on any websites) other than disclosures to the Arbitrator required to obtain approval or other disclosures as required by law. For the avoidance of doubt, the Settling Parties and their Counsel agree not to make any statements to the press or any other third party or otherwise give or participate in any interview or write or contribute in any fashion or assist in the preparation of any book, article, program, blog, post, tweet or other communication, disclosing or referring, directly or indirectly, to the Settlement or any terms of the Settlement. If any of the Settling Parties or their respective Counsel are contacted regarding the Named Claimant's claims, the Arbitration or the Settlement in any manner, they shall only confirm that the matter has been resolved. If the Named Claimant or Named Claimant's Counsel are legally required to communicate about the settlement with governmental authorities, they shall, if the governmental authorities permit, give Burroughs not less than ten (10) business days' notice before any such communication occurs unless the Named Claimant or Named Claimant's Counsel are given less than fifteen (15) business days' notice of the required communication, in which event the Named Claimant or Named Claimant's Counsel will give notice to Burroughs as soon as is possible.

B. Notwithstanding the foregoing, the Settling Parties and their Counsel may disclose information concerning this Agreement to their respective immediate families (as to the Named Claimant and the General Release Payment Recipients), counsel, and tax advisors on a need-to-know basis only, provided that the disclosing Settling Party or their Counsel, as applicable, advise such individuals that the information disclosed regarding the Agreement is strictly confidential and further advise such individuals that they shall not disclose the information discussed.

C. Notwithstanding the provisions of this Section or any other provision of this Agreement, nothing in this Agreement shall prohibit the Named Claimant and Named Claimant's Counsel from initiating communications directly with, responding to any inquiry from, providing testimony before, providing information to, or receiving an award for information from, the U.S. Securities and Exchange Commission, any other U.S. federal, state or local government agency or commission, or any U.S. self-regulatory organization, in each case without notice to Burroughs.

D. The Settling Parties and their Counsel shall not issue a press release associated with the settlement or the case.

E. Notwithstanding the foregoing, Claimants' Counsel may disclose the Arbitration in court filings and/or confidential proceedings to the extent necessary to demonstrate counsel's experience as class/collective counsel. Additionally, it shall not be considered a breach of this provision for Named Claimant's Counsel to post on their website that they reached a confidential settlement of Technicians' claims for the total amount of $6,375,000, without disclosing the name of the company, or the nature of the work they performed, or any other specifics related to the settlement. It shall also not be considered a breach of this provision for Named Claimant's Counsel to discuss this matter or this Agreement with Qualified Claimants. This provision in no way limits Named Claimant's Counsel's ability to discuss this matter or Agreement with Putative Collective Members in order to meet Named Claimant's Counsel's ethical responsibilities to such individuals.

VII. REPRESENTATION BY COUNSEL

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

VIII. NO ADMISSION OF LIABILITY

Burroughs enters into this Agreement to avoid further expense and disruption to its business. Burroughs disclaims any violation of law and all liability. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Arbitration is disputed by Burroughs. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to suggest an admission of liability in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

IX. MODIFICATION OF AGREEMENT

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Arbitrator with respect to material modifications or amendments.

X. CONSTRUCTION AND INTERPRETATION

A. **Entire Agreement.** This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Claimant and Burroughs participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Claimant nor Burroughs may claim that any ambiguity in this Agreement should be construed against the other.

B. **No Reliance on Representations or Extrinsic Evidence.** Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

C. **Controlling Law, Jurisdiction and Venue.** This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Texas, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Arbitrator. To the extent any judicial action is necessary to enforce the terms of this Agreement, the Settling Parties submit to the exclusive jurisdiction of and venue in any court of competent jurisdiction located in Grayson County, Texas.

D. No Assignment. Named Claimant's Counsel and the Named Claimant represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof or interest therein, that is released herein, including, but not limited to, any interest in the Arbitration, or any related action. A similar representation shall be included on the Consent to Join and Release Form sent to the Putative Collective Members with the Notice.

E. Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release, the remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

XI. COUNTERPARTS

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

XII. BINDING EFFECT

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of Burroughs as well as its present and former owners, stockholders, predecessors, successors, joint ventures, assigns, agents, directors, officers, board members, employees, representatives, insurers, attorneys, parents, subsidiaries, benefit plans, plan fiduciaries, affiliated divisions and companies, and all persons acting by, through, under or in concert with any of them. Also without limiting the foregoing, this Agreement shall be binding upon the spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors and offspring of all Qualified Claimants. This Agreement is binding and effective if signed by Burroughs and the Named Claimant.

XIII. ATTORNEYS' FEES, COSTS AND EXPENSES

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this Arbitration and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party. Additionally, to the extent Burroughs fails to timely pay all sums due by virtue of this Agreement, the Named Claimant shall be entitled to the immediate entry of a Final Judgment sufficient to permit collection of all outstanding sums owed.

XIV. AUTHORITY OF COUNSEL

A. Facsimile, Electronic, and E-mail Signatures. Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature, on the designated signature block below and transmitting that signature page *via* facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

B. Voluntary Signature. All Settling Parties agree that they have signed this Agreement, or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

C. Warranty of Counsel. Named Claimant's Counsel warrant and represent that they are expressly authorized by the Named Claimant to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for Burroughs warrants and represents that they are authorized to take all appropriate action required or permitted to be taken by Burroughs pursuant to this Agreement in order to effectuate its terms.

XV. CONTINUING JURISDICTION

The Settling Parties hereto agree that Arbitrator Dennis Clifford shall retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the collective action Arbitration.

XVI. TOLLING AGREEMENT

Upon the Effective Date and Burroughs' payment of all consideration due under the terms of this Agreement, any tolling agreement(s) the Settling Parties may have previously entered into shall be considered void *ab initio*, including, but not limited to the Tolling Agreement entered into by the Settling Parties in July 2025.

XVII. EFFECT OF NON-APPROVAL

In the event that the Agreement is not approved by the Arbitrator for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Arbitrator and resubmit a revised settlement agreement for approval. If the Arbitrator denies the approval of a renegotiated settlement agreement, the Named Claimant may dismiss the Arbitration without prejudice and re-file the case in any forum of competent jurisdiction with all statutes of limitations tolled for a period of thirty (30) days from the date of filing the first Approval Motion.

DATED: 06/20/2026

BURROUGHS INC.

By: Patrick Otero (Jun 20, 2026 12:16:40 CDT)

Patrick Otero

Its: Vice President

JESUS RIVERA, Named Claimant

Jesus Rivera

DATED: 06/19/2026

[EXHIBITS FOLLOW.]

EXHIBIT A1

PRIVATE ARBITRATION
BEFORE ARBITRATOR DENNIS CLIFFORD[1]

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION ARBITRATION

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

If you worked for Burroughs Inc. as a Technician, however variously titled, including as a Service Technician (collectively, "Technician"), outside of the State of California, you may be entitled to a payment from the settlement of a collective action arbitration if you complete and return the enclosed form.

An Arbitrator authorized this notice. This is not a solicitation from a lawyer.

- This notice pertains to any Burroughs Inc. ("Burroughs") Technician employed by Burroughs anywhere in the United States or Puerto Rico, other than in the State of California, at any time during [three (3) years prior to the Arbitrator's approval of the settlement] through [the date of such approval] (the "Relevant Period").

- You received this notice because, according to Burroughs' records, you were employed as a Technician outside of California during the Relevant Period.

- A former Technician known as the "Named Claimant" has filed a demand in arbitration against Burroughs as a collective action under the Fair Labor Standards Act ("FLSA"). The arbitration is known as *Rivera v. Burroughs Inc.* The arbitration alleges that Burroughs failed to properly compensate Technicians for all hours worked over forty (40) hours per week as a result of time they allegedly worked prior to the start of the shift from home, during unpaid meal breaks, and after the end of the shift while off the clock and unpaid.

- Burroughs denies the allegations in the arbitration, and maintains that it at all times properly compensated its Technicians. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Arbitrator has not made any ruling on the merits of the Named Claimant's claims, and no party has prevailed in this action.

- Under the allocation formula created by the settlement, you are estimated to receive approximately $__________, subject to deductions for applicable taxes. This amount is based on the number of weeks you worked as a Technician during the time period covered by this

[1] You are not permitted to contact the Arbitrator regarding this matter. If you have any questions, please see the contact information at section 9 of the Notice of Settlement.

settlement, according to Burroughs' records. The final amount to which you may be entitled may be higher or lower than the estimated amount.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

Basic Information

1. What is a collective action?

In a "Collective Action," one or more people called "Named Claimants" sue on behalf of people who have similar claims. The other Technicians who have similar claims who opt in to the Collective Action will become "Collective Members." You may opt in to the Collective Action and participate in the settlement of the arbitration by signing and returning the enclosed Consent to Join and Release Form.

Benefits – What You Get

2. What does the settlement provide?

Burroughs has agreed to pay up to $6,375,000.00 into a fund to pay Collective Members' settlement payments (including Collective Members' share of applicable federal, state and local taxes), Arbitrator-approved attorneys' fees and costs of $__________, Arbitrator-approved General Release Payments of up to $10,000.00 each to eight (8) General Release Payment Recipients, in exchange for full general releases of their individual claims only, and the fees and costs of the Settlement Claims Administrator, and applicable taxes.

After deducting the Arbitrator-approved attorneys' fees and costs, the Arbitrator-approved General Release Payments, and the fees and costs of the Settlement Claims Administrator, the remaining amount will be divided among current and former Technicians who are covered by the settlement, based on the number of weeks they worked as Technicians during the period covered by the settlement. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

3. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Arbitrator, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are estimated to receive approximately $_____, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.

The settlement allocation formula takes into account the number of weeks you worked as a Technician during the period covered by the settlement according to Burroughs' records. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 9, below.

How You Get a Payment

4. How can I get my payment?

To get your payment, you must fully complete the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than **[date 60 days from mailing of Notice]**. You may also fax or e-mail the Consent to Join and Release Form to the Settlement Claims Administrator, or submit it electronically online at www._________.com, by no later than **[date 60 days from mailing of Notice]**. The Settlement Claims Administrator's complete contact information is:

[Settlement Claims Administrator Name]
[address]
[city state zip]
Phone: (___) ___-____
E-mail: __________
Website: ______________

If you return a properly completed Consent to Join and Release Form to the Settlement Claims Administrator by the deadline, you will be sent a settlement check in approximately five (5) months. Please be patient.

5. When will I get my payment?

You will be sent a check within approximately five (5) months of submitting your Consent to Join and Release Form. Please be patient.

6. What am I giving up to get a payment and join the Collective?

You will not become a member of the Collective Action and participate in the settlement unless you return a properly completed Consent to Join and Release Form by the deadline. Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other arbitration against Burroughs about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims. Specifically, you will release Burroughs and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all wage and hour claims that accrued during your employment as a Technician, relating back to the full extent of the Relevant Period and continuing through the Arbitrator's approval of the settlement, including, without limitation, all state and federal claims for minimum wages, unpaid or underpaid overtime wages, prompt pay-related claims, record-keeping or pay stub violations, and related claims for interest, liquidated damages, penalties, attorneys' fees, costs, and expenses.

The Lawyers Representing You

7. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called "Claimants' Counsel." You will not be charged for these lawyers. You can find more information about Claimants' Counsel at: www.shavitzlaw.com.

Otherwise, if you have any questions, you may contact Claimants' Counsel at:

Gregg I. Shavitz
Paolo Meireles
Tamra C. Givens
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
SLG@shavitzlaw.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

8. How will the lawyers be paid?

Claimants' Counsel will request that the Arbitrator approve payment of up to forty percent (40%) of the Gross Fund, or $2,550,000.00, for attorneys' fees for Claimants' Counsel. These fees will compensate Claimants' Counsel for investigating the facts, litigating the case, and negotiating the settlement. Claimants' Counsel will also seek reimbursement of $____________ for their out-of-pocket costs and expenses.

Getting More Information

9. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can obtain a copy of the Settlement Agreement by going to www.____________.com, or otherwise sending a request in writing to the Settlement Claims Administrator at the contact information listed in Paragraph 4, above. Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 7, above.

DATED: ________________

PRIVATE ARBITRATION
BEFORE ARBITRATOR DENNIS CLIFFORD[2]

JESUS RIVERA,
individually and on behalf all others similarly situated,

Claimant,

Case No.: XXXX

v.

BURROUGHS INC.,

Respondent.

_______________________________________/

CONSENT TO JOIN

I hereby consent to join and opt-in to become a claimant for settlement purposes in the above-captioned arbitration (the “Arbitration”) against Burroughs Inc. (“Burroughs”) and to be bound by the settlement approved in the Arbitration. I further agree that the Named Claimant in the Arbitration shall act as my agent and make all decisions on my behalf concerning the Arbitration, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I hereby designate the law firm Shavitz Law Group, P.A. to represent me in the Arbitration.

RELEASE

In exchange for the consideration described in the Notice of Settlement of Collective Action Arbitration and approved by the Arbitrator in this matter, I, by my signature below, fully and completely release Burroughs and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during my employment as a Technician, relating back to the full extent of the Relevant Period and continuing through the Arbitrator’s approval of the settlement, including, without limitation, all state and federal claims for minimum wages, unpaid or underpaid overtime wages, prompt pay-related claims, record-keeping or pay stub violations, and related claims for interest, liquidated damages, penalties, attorneys’ fees, costs, and expenses. I also represent and warrant that I have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim, or any portion thereof or interest therein, that is released herein, including, but not limited to, any interest in the Arbitration, or any related action.

Full Legal Name (print):	Signature:

[2] You are not permitted to contact the Arbitrator regarding this matter. If you have any questions, please see the contact information at section 9 of the Notice of Settlement.

Maiden or Other Names Worked Under:	Street Address*:
E-mail Address*:	City, State and Zip Code*:
Cell phone*:	Home Telephone Number*:

*This information will be redacted and will not be filed in the public record. This information will be used solely for Claimants' Counsel and the Settlement Claims Administrator to communicate with you.

EXHIBIT A2

PRIVATE ARBITRATION
BEFORE ARBITRATOR DENNIS CLIFFORD[1]

NOTICE OF SETTLEMENT OF COLLECTIVE ACTION ARBITRATION

[NAME]
[ADDRESS]
[CITY, STATE ZIP]

If you worked for Burroughs Inc. as a Technician, however variously titled, including as a Service Technician (collectively, "Technician"), in the State of California, you are entitled to a payment from the settlement of a collective action arbitration as reflected in the enclosed Settlement Check.

An Arbitrator authorized this notice. This is not a solicitation from a lawyer.

- This notice pertains to any Burroughs Inc. ("Burroughs") Technician employed by Burroughs in the State of California at any time during [four (4) years prior to the Arbitrator's approval of the settlement] through [the date of such approval] (the "Relevant Period").

- You received this notice because, according to Burroughs' records, you were employed as a Technician in California during the Relevant Period.

- A former Technician known as the "Named Claimant" has filed a demand in arbitration against Burroughs as a collective action under the Fair Labor Standards Act ("FLSA"). The arbitration is known as *Rivera v. Burroughs Inc.* The arbitration alleges that Burroughs failed to properly compensate Technicians for all hours worked over forty (40) hours per week as a result of time they allegedly worked prior to the start of the shift from home, during unpaid meal breaks, and after the end of the shift while off the clock and unpaid.

- Burroughs denies the allegations in the arbitration, and maintains that it at all times properly compensated its Technicians. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Arbitrator has not made any ruling on the merits of the Named Claimant's claims, and no party has prevailed in this action.

- Under the allocation formula created by the settlement, you are entitled to receive approximately $__________, subject to deductions for applicable taxes, as reflected in the enclosed Settlement Check. This amount is based on the number of weeks you worked as a Technician in California during the Relevant Period, according to Burroughs' records.

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[1]You are not permitted to contact the Arbitrator regarding this matter. If you have any questions, please see the contact information at section 4 of the Notice of Settlement.

Your legal rights may be affected, and you have a choice to make now:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
RETURN THE CONSENT FORM	By signing the Consent to Join and Release Form on the back of the enclosed Settlement Check and/or otherwise depositing or cashing the enclosed Settlement Check, you agree to participate in the settlement, collect your monetary settlement payment, and release your claims.
DO NOT RETURN THE CONSENT FORM	If you do not wish to participate in, or be bound by, the settlement, you should not sign the Consent to Join and Release Form on the back of your Settlement Check or otherwise cash or deposit your Settlement Check, but rather, discard the Settlement Check. If you do not timely execute the Consent to Join and Release Form and/or deposit or cash your enclosed Settlement Check, you will not receive or otherwise be entitled to a monetary settlement payment in the future.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

Basic Information

1. What is a collective action?

In a "Collective Action," one or more people called "Named Claimants" sue on behalf of people who have similar claims. The other Technicians who have similar claims who opt in to the Collective Action will become "Collective Members."

Benefits – What You Get

2. What does the settlement provide?

Burroughs has agreed to pay up to $6,375,000.00 into a fund to pay Collective Members' settlement payments (including Collective Members' share of applicable federal, state and local taxes), Arbitrator-approved attorneys' fees and costs of $__________, Arbitrator-approved General Release Payments of up to $10,000.00 each to eight (8) General Release Payment Recipients, in exchange for full general releases of their individual claims only, and the fees and costs of the Settlement Claims Administrator, and applicable taxes.

After deducting the Arbitrator-approved attorneys' fees and costs, the Arbitrator-approved General Release Payments, and the fees and costs of the Settlement Claims Administrator, the remaining amount will be divided among current and former Technicians who are covered by the settlement, based on the number of weeks they worked as Technicians during the period covered by the settlement. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

3. How much will my payment be and how was it calculated?

Based on the formula that has been approved by the Arbitrator, to the extent you chose to opt into the settlement, you are being allocated $_____, as reflected in the enclosed Settlement Check, half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099.

The settlement allocation formula takes into account the number of weeks you worked as a Technician in California during the Relevant Period according to Burroughs' records. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 8, below.

How You Get a Payment

4. How can I get my payment?

If you are receiving this Notice, you are already eligible to participate in the settlement. You need only sign the Consent to Join and Release Form on the back of your enclosed Settlement Check and/or otherwise deposit or cash the Settlement Check before **[date 120 days after distribution of the Notice]** to participate in the settlement. However, if you have any questions, you can contact the Settlement Claims Administrator at:

[Settlement Claims Administrator Name]
[address]
[city state zip]
Phone: (___) ___-____
E-mail: __________
Website: _____________

You may also contact Claimants' Counsel at the contact information listed in Section 6, below.

5. What am I giving up to get a payment and join the Collective?

You will not become a member of the Collective Action and participate in the settlement unless you decide to participate in the settlement by endorsing the Consent to Join and Release Form on the back of the enclosed Settlement Check and/or otherwise negotiating, depositing, or cashing the Settlement Check by the deadline. Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other arbitration or lawsuit against Burroughs about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims. Specifically, you will release Burroughs and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all wage and hour claims that accrued during your employment as a Technician, relating back to the full extent of the Relevant Period and continuing through the Arbitrator's approval of the settlement, including, without limitation, all state and federal claims for minimum wages, unpaid or underpaid overtime wages, prompt pay-related claims, record-keeping or pay stub violations, and related claims for interest, liquidated damages, penalties, attorneys' fees, costs, and expenses.

The Lawyers Representing You

6. Do I have a lawyer in this case?

The Arbitrator has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called "Claimants' Counsel." You will not be charged for these lawyers. You can find more information about Claimants' Counsel at: www.shavitzlaw.com.

Otherwise, if you have any questions, you may contact Claimants' Counsel at:

Gregg I. Shavitz
Paolo Meireles
Tamra C. Givens
Shavitz Law Group, P.A.
622 Banyan Trail, Suite 200
Boca Raton, FL 33431
Telephone: (561) 447-8888
SLG@shavitzlaw.com

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

7. How will the lawyers be paid?

Claimants' Counsel will request that the Arbitrator approve payment of up to forty percent (40%) of the Gross Fund, or $2,550,000.00, for attorneys' fees for Claimants' Counsel. These fees will compensate Claimants' Counsel for investigating the facts, litigating the case, and negotiating the settlement. Claimants' Counsel will also seek reimbursement of $____________ for their out-of-pocket costs and expenses.

Getting More Information

8. Are there more details about the settlement?

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can obtain a copy of the Settlement Agreement by going to www.____________.com, or otherwise sending a request in writing to the

Settlement Claims Administrator at the contact information listed in Paragraph 4, above. Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 6, above.

DATED: ____________________

EXHIBIT B

PRIVATE ARBITRATION

JESUS RIVERA,
individually and on behalf all others similarly situated,
Claimants,
v.

BURROUGHS INC.,
Respondent.
______________________________/

Case No. XX
Arbitrator Dennis A. Clifford

FINAL AWARD AND ORDER
APPROVING SETTLEMENT OF COLLECTIVE ACTION, AUTHORIZING NOTICE OF SETTLEMENT, AND DISMISSING MATTER WITH PREJUDICE

This matter came before the Arbitrator upon Claimant's Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement, and Dismissal with Prejudice (the "Motion"). Having reviewed the Motion and the Settlement Agreement, it is,

ORDERED AND ADJUDGED as follows:

1. The Arbitrator has jurisdiction because the Parties consented to arbitration in the Settlement Agreement and in the Arbitrator Retention Agreement.
2. The Federal Arbitration Act (Title 9, United States Code, Sections 1-16) applies to this proceeding, as agreed by the Parties.
3. The Motion is **GRANTED**.
4. The Settlement Agreement is fair and reasonable, and it is **APPROVED** in its entirety.
5. This Action is **DISMISSED WITH PREJUDICE** in its entirety.
6. The **RELEASE** set forth in Section IV.A of the Settlement Agreement shall apply to all Qualified Claimants, as defined in Section III.A.9 of the Settlement Agreement.
7. The Arbitrator will **RETAIN JURISDICTION** throughout the duration of the settlement-administration process.
8. This is a **FINAL AWARD AND FINAL ORDER**.

DONE AND ORDERED this _______ day of _________________, 20____.

____
Arbitrator Dennis A. Clifford

EXHIBIT C

GENERAL RELEASE IN EXCHANGE FOR GENERAL RELEASE PAYMENT

("General Release")

[EMPLOYEE NAME], on behalf of himself or herself and his or her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), Burroughs Inc. ("Respondent" and, together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the Private Arbitration before Arbitrator Dennis Clifford titled *Rivera v. Burroughs Inc.* (the "Arbitration"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Arbitrator's approval of the Joint Stipulation of Settlement and Release filed in the Arbitration ("Settlement Agreement"), and the Arbitrator's approval of a General Release Payment (as defined in the Settlement Agreement), EMPLOYEE will be eligible to receive a General Release Payment of $10,000.00, or such other amount as approved by the Arbitrator, consistent with the provisions of Section III.G.3 of the Settlement Agreement, as well as an individual Settlement Payment as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The General Release Payment shall be reported to EMPLOYEE in accordance with applicable Internal Revenue Service requirements, as determined by the Settlement Claims Administrator.

2. **Release and Waiver of Rights and Claims.** In exchange for the General Release Payment, and to the full extent permitted by law, EMPLOYEE voluntarily, completely, and irrevocably releases, acquits, and forever discharges Respondent, and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers, subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively, "RELEASED PARTIES"), from any and all claims, whether in law or in equity, which EMPLOYEE asserts or could assert, whether known or unknown, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, claims under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the "FMLA"), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, any other federal, state, or city laws concerning workplace rights or obligations or payment of wages, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract, equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised by EMPLOYEE in the Arbitration, or which arose prior to the date the EMPLOYEE signs this General Release, against the RELEASED PARTIES with

respect to any event, matter, claim, damage or injury arising out of EMPLOYEE's employment with the Respondent, the termination of such employment, any application for employment with the Respondent, and/or EMPLOYEE's eligibility for employment with the RELEASED PARTIES.

3. **Release Exclusions.** Excluded from the release in Section 2 above are any claims arising after execution of this General Release, and any claims this General Release cannot waive such as for unemployment or worker's compensation; any right to COBRA benefits or vested retirement benefits; any existing rights of defense and indemnity or liability insurance coverage; and the right to enforce this General Release. Nothing in this Agreement limits EMPLOYEE's right to file a claim, give information, or participate in an investigation or proceeding with a government agency such as the EEOC, SEC or OSHA under any law protecting such rights. But EMPLOYEE does give up, however, any money or other personal benefit he or she might receive from Respondent (not a government agency) for any such claim or litigation, unless prohibited by law.

4. **Covenant Not to Sue.** A "covenant not to sue" is a legal term meaning that an individual promises not to file a lawsuit in court. Besides waiving and releasing the claims covered by Section 2 above, EMPLOYEE agrees never to sue Respondent or any other RELEASED PARTIES, or join a lawsuit against any such party, in any forum for any claim encompassed by the release in Section 2 above. Notwithstanding this agreement, EMPLOYEE may bring a claim to enforce this General Release or to challenge its validity under the ADEA, and may participate in the Arbitration. If EMPLOYEE sues Respondent or any other RELEASED PARTIES in contravention of this provision and fails to cure EMPLOYEE's action within fourteen (14) days of written notice of the violation from the RELEASED PARTIES, EMPLOYEE shall be liable to the RELEASED PARTIES and any such other parties for the full sum of the General Release Payment paid to EMPLOYEE pursuant to this General Release.

5. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

a. EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;

b. EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A.;

c. EMPLOYEE has been given a reasonable amount of time to consider this General Release;

d. EMPLOYEE is not otherwise entitled to the consideration described in this General Release;

e. EMPLOYEE has not suffered any on-the-job injury for which EMPLOYEE has not already filed a workers' compensation claim;

f. EMPLOYEE shall not voluntarily assist, encourage, or cooperate with any person in threatening, commencing, or maintaining an employment-related claim, action, or demand against Released Parties for an existing claim or potential claim covered by Section 2 of this General Release, whether presently known or unknown by the threatening, commencing, or maintaining party, except as required by court order or otherwise required by law;

g. EMPLOYEE has been given at least twenty-one (21) days to consider this General Release; and

h. For a period of seven (7) days following the execution of this General Release, EMPLOYEE may revoke his or her acceptance by delivering a written revocation within the seven (7) day period to Released Parties' counsel, Maureen A. Maffei, Ice Miller LLP, 200 West Madison Street, Suite 3500, Chicago, IL 60606.

By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.

[Intentionally Left Blank. Signature on Following Page.]

I further AFFIRM AND ACKNOWLEDGE that I consent to join and opt-in to become a plaintiff for settlement purposes in the Arbitration against Burroughs Inc., and to be subject to the release set forth in Section IV ("Release") of the Settlement Agreement.

____
EMPLOYEE SIGNATURE

____
EMPLOYEE NAME (print)

Dated: ____________________________

Progress | RightSignature

SIGNATURE CERTIFICATE

REFERENCE NUMBER
7C8249D1-A88D-4E97-9429-D650D6A44762

TRANSACTION DETAILS

Reference Number
7C8249D1-A88D-4E97-9429-D650D6A44762

Transaction Type
Signature Request

Sent At
06/19/2026 12:47:24 PM EDT

Executed At
06/19/2026 01:00:28 PM EDT

Identity Method
email

Distribution Method
email

Signed Checksum
6f1bd45c18cea44881c99fd143fb0ee8652176eb2db02c8fadee6e5c43459482

Signer Sequencing
Disabled

Document Passcode
Disabled

eIDAS Authentication
Disabled

DOCUMENT DETAILS

Document Name
Burroughs -- Jesus Rivera --Settlement Agreement and Tax Forms

Filename
Settlement_agremeent_with_exhibits_execution_copy.pdf

Pages
45 pages

Content Type
application/pdf

File Size
508 KB

Original Checksum
5bfceea9a4831e9e6c68dd5c9181a50df3fe507e9f4b8a104f08cffe31b66728

SIGNERS

SIGNER

Name
Jesus Rivera

Email
axelotoji07@gmail.com

Components
24

E-SIGNATURE

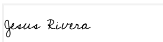
Status
signed

Multi-factor Digital Fingerprint Checksum
4f53cda18c2baa0c0354bb5f9a3ecbe5ed12ab4d8e11ba873c2f11161202b945

IP Address
172.59.9.158

Device
Mobile Safari via iOS

Typed Signature



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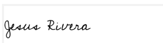

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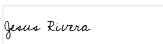

Signature Reference ID
EC67321D

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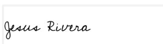

Signature Reference ID
52DF4F77

EVENTS

Viewed At
06/19/2026 12:51:17 PM EDT

Identity Authenticated At
06/19/2026 01:00:27 PM EDT

Signed At
06/19/2026 01:00:28 PM EDT

AUDITS

TIMESTAMP	AUDIT
06/19/2026 12:47:24 PM EDT	Rita Claude (rclaude@shavitzlaw.com) created document 'Settlement_agremeent_with_exhibits_execution_copy.pdf' on Chrome via Windows from 20.110.197.233.
06/19/2026 12:47:24 PM EDT	Jesus Rivera (axelotoji07@gmail.com) was emailed a link to sign.
06/19/2026 12:51:17 PM EDT	Jesus Rivera (axelotoji07@gmail.com) viewed the document on Mobile Safari via iOS from 172.59.8.242.
06/19/2026 01:00:27 PM EDT	Jesus Rivera (axelotoji07@gmail.com) authenticated via email on Mobile Safari via iOS from 172.59.9.158.

TIMESTAMP	AUDIT
06/19/2026 01:00:28 PM EDT	Jesus Rivera (axelotoji07@gmail.com) signed the document on Mobile Safari via iOS from 172.59.9.158.