

Court Enters Order Granting Joint Stipulation of Dismissal With Prejudice of GPS Case Against Indoor Environmental Engineering and Francis “Bud” Offermann

The GPS case against IEE and Francis “Bud” Offermann was dismissed on January 20, 2023, by Honorable Jeffrey S. White in the US Northern District Court pursuant to a Joint Stipulation of Dismissal with Prejudice (see Attachment A).

On November 5, 2020 I posted an article on the IEE web site, “Beware the COVID 19 Snake Oil Salesmen are Here” (the “Article” is attached in Appendix B and available at www.IEE-SF.com), In the Article, I questioned the efficacy of additive air cleaning devices such as GPS NPBI™ devices, including their ability to remove airborne particles or inactivate airborne pathogens, and I sought to inform and warn consumers about various additive air cleaning devices (e.g., ionizers, UV-PCO, ozone generators) that do little to remove/inactivate airborne pathogens, and emit additive agents into the air (e.g., ions, hydroxyl radicals, hydrogen peroxide, ozone, etc.) that may pose health risks to occupants. These additive air cleaning devices, were being aggressively marketed to the public during the COVID-19 pandemic, especially to school districts, who were desperate to find a miracle solution for removing/inactivating the SARS-CoV-2 virus in air. I noticed that the manufacturers marketing claims for these devices often contained statements that vastly overstated the efficacy and understated the safety of these additive air cleaning devices, and thus posed a public health risk to users.

I am an expert in air cleaning technologies and have been conducting performance tests of air cleaning devices for 40 years, served as an expert witness and special consultant for the U.S. Federal Trade Commission regarding air cleaner performance claims, and

provided consultation to the American Home Appliance Manufacturers (AHAM) on the development of a standard for testing portable air cleaners, AHAM Standard AC-1, which is used to measure the Clean Air Delivery Rates (CADR) for air cleaners (see my curriculum vitae at www.IEE-SF.com)

As an air cleaning technology expert, I knew that the marketing claims of many of the additive air cleaning technologies were very misleading. For instance, an additive air cleaning device may be tested in a small test chamber and the marketing literature states that the removal/inactivation rate for airborne SARS-CoV-2 virus is 99.7 % in 60-minutes, which sounds pretty good. However, the same device operated in a real world indoor environment, actually provides less than a 2% reduction of the airborne exposure for a typical office installation. In addition, the additive agents created by some these devices (e.g., ions, hydroxyl radicals, hydrogen peroxide, ozone, etc.) potentially can create exposures with adverse health effects.

In the Article, I selected GPS as an example for ionization technology, as they had the most laboratory test data posted on their web site.

On February 22, 2021 I received a Cease and Desist letter from Lucy Wheatley at McGuire Woods, attorneys for GPS, demanding the following:

- (a) remove and destroy all copies of the Defamatory Piece
- (b) prepare for approval by GPS a corrective statement to be published and sent to all entities and/or individuals that received or viewed the Defamatory Piece, acknowledging that the Defamatory Piece is not based in fact and should be disregarded (the "Corrective Statement");
- (c) once approved by GPS, place the Corrective Statement prominently on Your homepage and disseminate it to all organizations, businesses, and individuals known to have received the Defamatory Piece;

(d) cease making, and refrain from making in the future, other false and/or misleading representations about, or other statements that disparage and/or defame, GPS and/or GPS's products;

(e) agree to enter into a written settlement agreement addressing this matter.”

As there were no mistakes in my analyses of the GPS air cleaner performance test data, and as I knew it was important to continue to get this message out to the public, I refused to remove the Article from the IEE web site or to comply with any of the other demands by GPS.

On March 15, 2021 GPS sued me, filing a complaint in the US Northern District Court, claiming disparagement and defamation, alleging that “IEE has embarked on a meritless campaign to damage GPS’s reputation and goodwill by spreading defamatory and disparaging information about GPS and its products...”, and seeking an award of IEE’s profits and GPS’s damages, including special, actual and punitive damages, and an award of GPS’s attorney’s fees and costs.

After twenty-two months of litigating its case against me, GPS agreed to the attached Settlement Agreement, signed by Glen Brinkman, CEO of GPS on January 13, 2023 (see Appendix C). The Settlement Agreement provides for no monetary payments by me to GPS and the only restrictions I agreed to are as follows:

- 1.) IEE and Offermann Limitations. From the Effective Date forward, neither IEE nor Offermann will make the following specific statement, "GPS is a snake oil salesman"; however, Offermann retains his right to comment on the contents of the Article. IEE and Offermann may continue to comment on the safety and efficacy of the GPS NPBI™ devices, including their ability to remove airborne particles and remove or inactivate airborne pathogens, provided, to the extent IEE and/or Offermann rely on laboratory test reports published by GPS (i.e., laboratory test reports published on any of the GPS websites, present or past), they rely on all GPS published laboratory test

reports available to them, including the most recent GPS published laboratory test reports. Nothing in this Agreement shall prevent or restrain Offermann or IEE from providing consulting and/or expert testimony services to any persons or companies regarding air cleaning technologies provided IEE or Offermann does so in compliance with this Agreement.

2.) Removal of the Article. IEE agrees to remove the Article from the IEE website when the COVID-19 pandemic has ended and there is no further need (according to IEE and/or Offermann) to educate consumers regarding the subjects discussed in the article. GPS expressly denies that the article educates consumers.

In summary, none of the GPS demands in the GPS February 22, 2021 demand letter, or the subsequent Complaint filed by GPS on March 15, 2021, are included in the final January 13, 2023 Settlement Agreement.

I did not pay GPS any of the relief it sought in its Complaint, including an award of IEE's profits and GPS's damages consisting of special, actual and punitive damages, and an award of GPS's attorney's fees and costs.

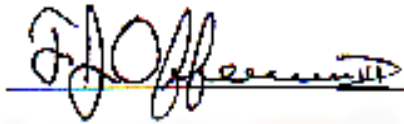
I did not remove the Article from the IEE web site.

GPS agreed to release all of its claims against me and dismiss its Complaint, with prejudice.

I may continue to comment on the safety and efficacy of the GPS NPBI™ devices, including their ability to remove airborne particles and remove or inactivate airborne pathogens. Since the filing of GPS's lawsuit, I have reviewed many laboratory tests of GPS devices in addition to the initial six tests I reviewed in the Article. My analyses of these additional tests all show similar low removal/inactivation of airborne pathogens.

Most importantly, this settlement agreement is not confidential, and thus everyone can see exactly what GPS and I agreed upon.

The lawsuit by GPS was a failed attempt to silence me. I will not be silenced, and I will continue to speak about the efficacy and safety of additive air cleaning technologies, including GPS NPBI™ devices.

A handwritten signature in black ink, appearing to read "F. Offermann", written over a horizontal blue line.

Francis J. Offermann PE, CIH
President - Indoor Environmental
Engineering

ATTACHMENT A

COURT ORDER GRANTING JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

GPS v IEE and Francis “Bud” Offermann

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 IEE INDOOR ENVIRONMENTAL
 8 ENGINEERING

9
 10 **UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF CALIFORNIA**

11 Global Plasma Solutions, Inc.,

12 Plaintiff,

13 vs.

14 IEE Indoor Environmental Engineering,

15 Defendant.
 16

CASE NO. 4:21-cv-02884-JSW

**ORDER GRANTING
 JOINT STIPULATION OF DISMISSAL
 WITH PREJUDICE**

Assigned Judged: Hon. Jeffrey S. White

17
 18 **NOW COMES** Plaintiff Global Plasma Solutions, Inc. (“Plaintiff”) and Defendant IEE
 19 Indoor Environmental Engineering (“Defendant”) (collectively, “the Parties”), by and through
 20 their respective attorneys of record, who, pursuant to a settlement agreement, hereby stipulate and
 21 agree to the dismissal with prejudice of Plaintiff’s Complaint, filed on April 21, 2021, and all
 22 claims asserted in the above-captioned action, pursuant to Federal Rule of Civil Procedure 41(a).
 23 Each party shall bear its own respective attorneys’ fees, costs, and other expenses associated with
 24 the action.

25 Dated: January 19, 2023

Respectfully submitted,
 MCGUIREWOODS LLP

27 /s/ Lucy Jewett Wheatley
 Lucy Jewett Wheatley
 28 Email: lwheatley@mcguirewoods.com

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*Attorneys for Plaintiff
Global Plasma Solutions Inc.*

Dated: January 19, 2023

CARLE, MACKIE, POWER & ROSS, LLP

/s/ Arif Virji
Arif Virji
Email: avirji@cmprlaw.com
*Attorneys for Defendants
IEE Indoor Environmental Engineering*

IT IS SO ORDERED.

Dated: January 20, 2023



Honorable Jeffrey S. White
United States District Judge

ATTACHMENT B

**BEWARE THE COVID-19
SNAKE OIL SALESMEN ARE HERE**

Beware

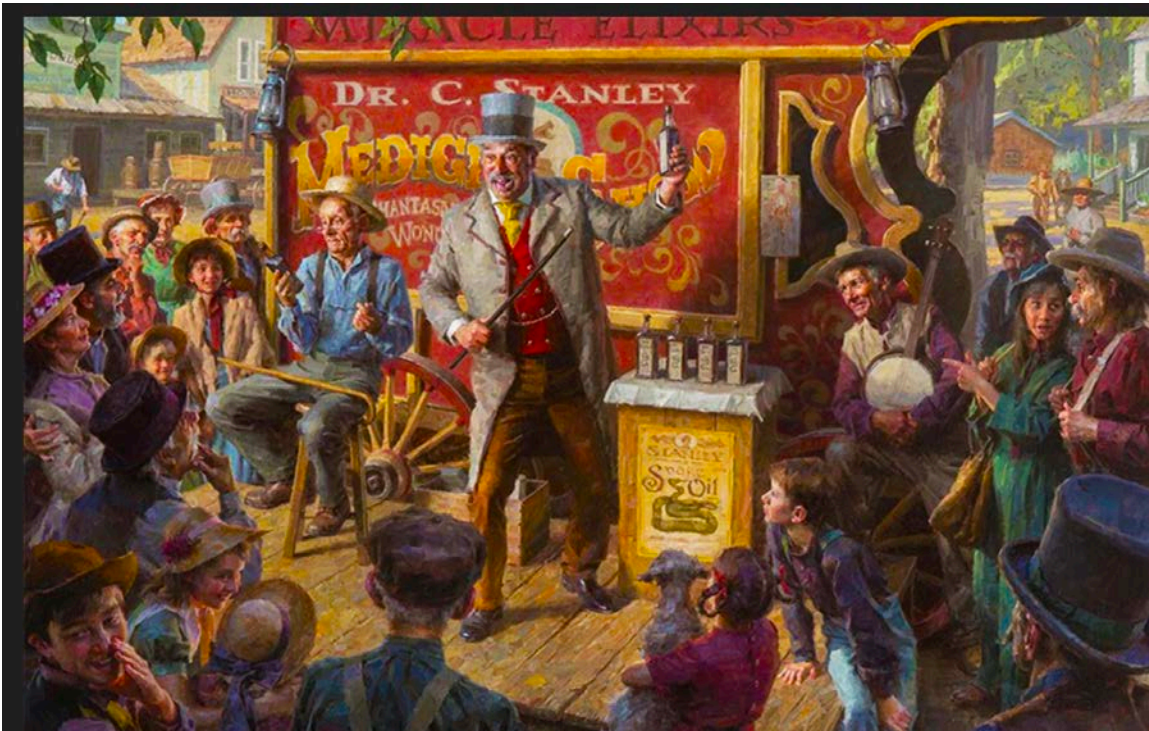
The COVID-19 Snake Oil Salesmen Are Here

Francis J. Offermann PE CIH
Indoor Environmental Engineering

www.iee-sf.com

November 5, 2020

The snake oil salesmen are here and they are out to sell you air cleaners that promise to eliminate the SARS-CoV-2 airborne virus that causes COVID-19. Beware, at best these air cleaners provide little to no removal of airborne virus and may actually produce dangerous chemicals, such as ozone and formaldehyde.



The Snake Oil Salesman (Morgan Weistling)

Many of these air cleaners claim to use electrostatic effects (e.g., bipolar ionization, negative ion generation, cold plasma, etc.) to reduce indoor air contaminants, including virus and bacteria, by more than 98%. These air cleaners are not new, and have been re-incarnated many times since the early 1900s. I have reviewed test data from many of these devices and I have never found that these devices significantly remove air contaminants from the indoor air.

Nor should we expect these ionization devices to have a significant effect on airborne concentrations. While ionization of air can increase the deposition rates of particulates onto indoor surfaces, this effect is small compared to the overall removal by ventilation and filtration, and hence ionization does not significantly reduce indoor concentrations.

Regarding bipolar ionization, ASHRAE states in “Filtration/Disinfection” (<https://www.ashrae.org/technical-resources/filtration-disinfection>)

Bipolar Ionization/Corona Discharge / Needlepoint Ionization and Other Ion or Reactive Oxygen Air Cleaners

“Convincing scientifically-rigorous, peer-reviewed studies do not currently exist on this emerging technology; manufacturer data should be carefully considered.”

So let’s do just that, and look carefully into the manufacturer’s test data behind one of these ionization devices.

I have been conducting performance tests of air cleaning devices for 30 years and served as an expert witness and special consultant for the U.S. Federal Trade Commission regarding the performance claims found in advertisements of portable air cleaners and residential furnace filters. I also provided consultation to the American Home Appliance Manufacturers (AHAM) on the development of a standard for testing portable air cleaners, AHAM Standard AC-1, which is used to measure the Clean Air Delivery Rates (CADR) for air cleaners.

I have selected Global Plasma Technologies (GPS), which sells a product advertised as “Needlepoint Bipolar Ionization (NPBI™)”

I note that there are similar devices by other manufacturers that advertise “Needlepoint Bipolar Ionization (NPBI)”, and I have selected GPS as an example for this technology as there were more test data available for this product. Our analyses of the test data for other ionization devices, including negative ion generators and electrostatic filters, indicate indoor contaminant removal capabilities similar to those determined below for the GPS system.

The GPS ionization system is an electrostatic ionization bar and power supply that is installed in the HVAC system. According to GPS, the “optimal location to mount the GPS-iMOD is between the filter and the cooling coil”. The cost of an GPS-iMOD ionization bar and power supply is approximately \$3,000 - \$4,000

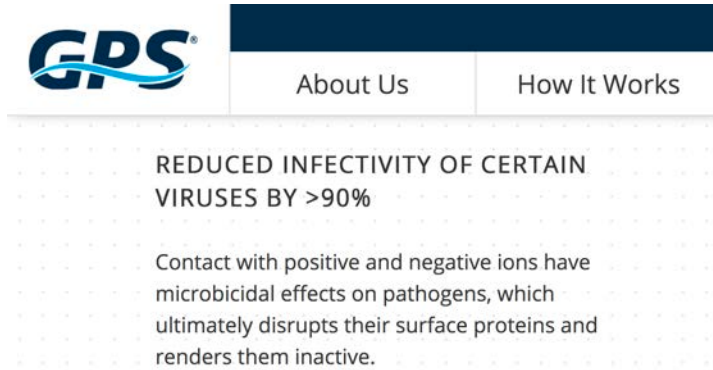


Figure 1. Photo of a GPS-iMod ionizer bar on left with power supply and an installation above the cooling coil of an HVAC system.

According to the GPS web page;

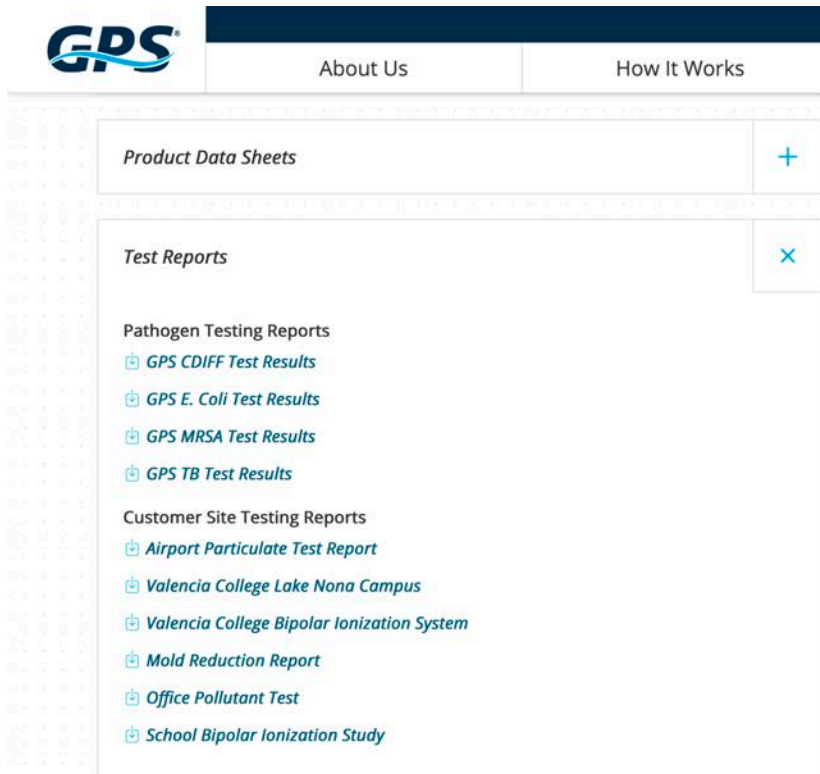
“GPS’ NPBI technology safely cleans indoor air. This patented technology produces a high concentration of positive and negative ions, delivering them to the space via the ventilation system. Within the air stream, ions attach to particles, where they combine, become larger and are more easily filtered from the air. When ions come in contact with pathogens, they disrupt the pathogens’ surface proteins, rendering them inactive.”

Also, according to the GPS web page and specific to virus;



So what test data does GPS have to support that installation of a GPS ionizer into an HVAC system reduces the indoor airborne concentrations of virus, bacteria, or any other air contaminants ?

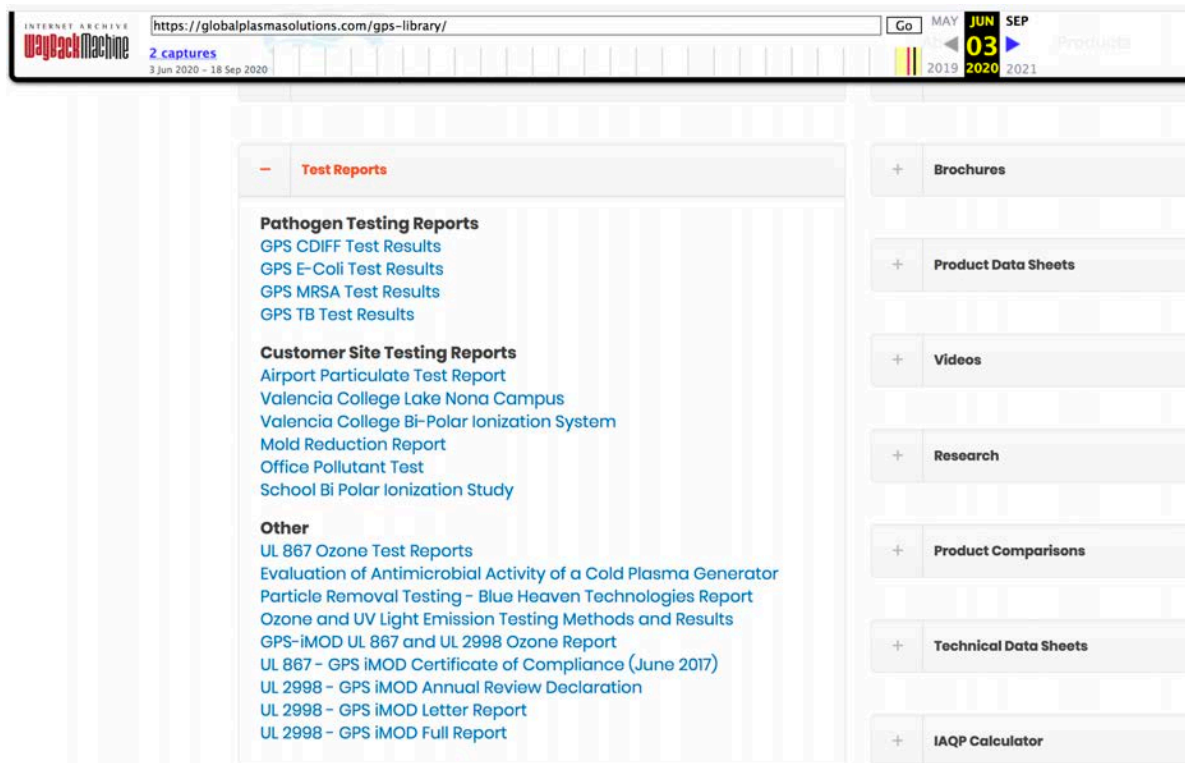
The following are the test reports listed on the GPS web page as of 10/28/20.



In addition, there are two other test reports listed on the GPS web page as of 6/13/20 (see the Way Back Machine Test Report listing below);

Particle Removal Testing – Blue Heaven Technologies Report

Evaluation of Antimicrobial Activity of Cold Plasma Generator



Let's look at these two reports first.

Particle Removal Testing Blue Heaven Technologies

Test Chamber Particle Removal Test (modified CADR test): Comparison MERV 13 filter and MERV 8 filter + GPS

Chamber Volume: 1,000 ft³

Particulate Tested: Environmental Tobacco Smoke (0.3 to 2.2 μm)

Particulate Instrumentation: Optical Particle Counter

Clean Air Delivery Rates (CADR) Test Results

MERV 13 filter: 271 cfm

MERV 8 filter + GPS: 20 cfm at 14 minutes and 9 cfm at 936 minutes.

These tests reveal that the GPS ionizer provides very little removal of small (i.e., 0.3 to 2.2 μm) indoor airborne particles. The AHAM recommendation for air cleaning is to use an air cleaner capable of a CADR cfm that is equal to 2/3 of the floor area (ft²) of the

room that the air cleaner is installed. Thus, the CADRs of 9 to 20 cfm measured for the MERV 8 filter + GPS, translate into recommended room sizes of just 14 ft² to 30 ft². By contrast the MERV 13 filter tested had a CADR of 271 cfm, which translates into a 405 ft² room size.

Since, MERV 13 filters can be installed in most HVAC systems that can accommodate a 2 inch filter, the conclusion from the Blue Heavens Technology study is that upgrading from MERV 8 to MERV 13 provides more than ten times removal of particulates than a MERV 8 filter with GPS.

Evaluation of Antimicrobial Activity of Cold Plasma Generator

ATS Labs

Don't be fooled by this test report, which was prepared by ATS Labs (Eagan, MN).

The Evaluation of Antimicrobial Activity of Cold Plasma Generator report is a test of *Feline Calicivirus* in petri dishes with and without a GPS ionizer positioned above the surface of the petri dish for a period of 30 minutes. These tests compare the concentration of viable virus in a control sample (not exposed to GPS ionizer) and a test sample (exposed to GPS ionizer). The concentration of viable virus in the test sample was reduced by 93.5%.

A reduction of 93.5% sounds pretty good, right ? But that reduction is for a GPS ionizer positioned directly above an inoculated surface (i.e. the petri dish). How does this translate to applications of the GPS ionizers in an HVAC system for removal of airborne *Feline Calicivirus* ?

In the ATS Labs test the GPS ionizer was positioned 1 inch above petri dish of *Feline Calicivirus* for a 30-minute period. In an HVAC system the airborne *Feline Calicivirus* is moving, and only a fraction of the air in the HVAC system duct is briefly within the 1 inch distance from the ionizer (the same distance used for the petri dish tests).

Let's calculate the reduction of *Feline Calicivirus* in the air of a ventilation system using the GPS ionizer 30-minute petri dish test data and the contact time that airborne *Feline Calicivirus* has with the ionization field. For this calculation, I assumed that the ion density in the HVAC system air that is equivalent to that for the petri dish test (i.e. ionizer placed 1 inch above the petri dish), is present 1 inch directly under the 1 inch ionizer bar as well as 1 inch to the left and right of the bar for a total air duct length of 3 inches. In addition, I further assumed that this ion density extends without reduction across the full height of the air duct. These are conservative assumptions, as the actual ion density will decrease with the distance from the ionizer and will also be decreased by the airflow across the ionizer

The air speed in a typical HVAC system at the air filters and cooling coils, is 500 feet per minute. The contact time for air passing through a 3 inch length of air duct containing the GPS ionizers is just 0.0005 min (0.03 seconds). So accounting for the brief airborne exposure of *Feline Calicivirus* in an HVAC system to the GPS ionization field (0.0005

minutes for the HVAC airborne exposure and a 30 minutes for the petri dish exposure), the reduction of *Feline Calicivirus* in the air of the HVAC system is calculated to be just 0.0016%. Contact time matters.

Pathogen Testing Reports

Pathogen Testing Reports

[GPS CDIFF Test Results](#)

[GPS E-Coli Test Results](#)

[GPS MRSA Test Results](#)

[GPS TB Test Results](#)

These four test reports were all conducted by EMSL.

The GPS CDIFF Test Report is a test similar to the ATS Labs test with *Feline Calicivirus*. This EMSL test used *Clostridium difficile* bacteria in petri dishes with and without a GPS ionizer placed 5 cm (2 inches) above the surface of the petri dish for a period of 30 minutes. This test compares the concentration of viable bacteria in a control sample (not exposed to GPS ionizer) and a test sample (exposed to GPS ionizer). The concentration of viable bacteria in the test sample were reduced by 86.87%.

A reduction of 86.87% also sounds pretty good, but as with the ATS Labs test with *Feline Calicivirus*, because the contact time of the air passing through the air duct containing the GPS ionizers is so short, the reduction of airborne bacteria in the air of the HVAC system is negligible. For this calculation, I assumed that the ion density in the HVAC system air that is equivalent to that for the petri dish test (i.e. ionizer placed 2 inches above the petri dish), is also present 2 inches directly under the 1 inch ionizer bar as well as 2 inches to the left and right of the 1 inch wide bar for a total air duct length of 5 inches. For an HVAC system with an air speed of 500 feet per minute, the contact time for air passing through a 5 inch length of air duct containing the GPS ionizers is just 0.00083 min (0.05 seconds). So accounting for the brief airborne exposure of *Clostridium difficile* in an HVAC system to the GPS ionization field (0.00083 minutes for the HVAC airborne exposure and a 30 minutes for the petri dish exposure), the reduction of *Clostridium difficile* in the air of the HVAC system is calculated to be just 0.002%.

The remaining three EMSL tests, GPS E-Coli Test Results, GPS MRSA Test Results, and GPS TB Test Results, are each airborne reduction tests of viable bacteria conducted in a test chamber. The GPS TB Test Results were conducted with *mycobacterium terrae* as a surrogate for *mycobacterium tuberculosis* (TB). For each test, a solution containing the test bacteria was nebulized into the test chamber air and the concentrations of airborne bacteria were measured over a 30-60 minute test period (i.e., at 1, 5, 10, 15, 30, 60 minutes). Samples were collected onto TSA plates with an Andersen impactor, following which the plates were incubated and the resulting colonies counted. Two tests were conducted for each bacteria, one without GPS ionizers and one with two GPS ionizers operating one inch off the floor of the test chamber and on either side of a computer fan in the center of the room.

Test Chamber Airborne Bacteria Reduction Test (modified CADR test)

Chamber Volume: 280 ft³ (the chamber air volume is not in the test report but EMSL estimated the chamber air volume to be 8 m³, or 6.5 ft x 6.5 ft x 6.5 ft, 282 ft³).

The following are the Clean Air Delivery Rates (CADR) for the three bacteria tests.

E-Coli: 23 cfm

MRSA: 31 cfm

M. Terrae (TB surrogate): 6 cfm

These tests show that use of two GPS ionizers in a relatively small test chamber results in very small CADRs for the three airborne bacteria tested. The AHAM recommendation for air cleaning is to use an air cleaner capable of a CADR cfm that is equal to 2/3 of the floor area (ft²) of the room that the air cleaner is installed. Thus, the measured CADRs for these three airborne bacteria, 6 to 31 cfm, translate into recommended room sizes of just 9 ft² to 35 ft².

Customer Site Testing Reports

The following are the GPS Customer Site Testing Reports

Customer Site Testing Reports

[!\[\]\(e1c624d4757f08486e89482c18364c17_img.jpg\) *Airport Particulate Test Report*](#)

[!\[\]\(d8ab143e904bfa3467271eec5af75a9b_img.jpg\) *Valencia College Lake Nona Campus*](#)

[!\[\]\(4688aadfd656ded00cd6bdfae55089a9_img.jpg\) *Valencia College Bipolar Ionization System*](#)

[!\[\]\(e9474ce1d70442456f8fe9c393ea149c_img.jpg\) *Mold Reduction Report*](#)

[!\[\]\(e3f255517d37bb309a3a931ec4849e6a_img.jpg\) *Office Pollutant Test*](#)

[!\[\]\(2b17f17ebbacc911bb0ff784ab641779_img.jpg\) *School Bipolar Ionization Study*](#)

These customer field reports all lack the necessary test controls for an accurate measurement of the improvement in air quality produced by the GPS ionization systems. Some studies only measured the indoor air contaminants with the GPS ionization system installed, and thus preclude any assessment of the improvement of the air quality created by the GPS system. Other studies that attempted to quantify the improvement of the air quality created by the GPS system by conducting measurements on different days with and without the GPS system operating, lacked the measurements of the outdoor air ventilation rates and indoor contaminant emission rates that are necessary to assess of the improvement of the air quality created by the GPS system.

Conclusions and Recommendations

As we all look forward to safely re-opening schools and businesses during the COVID-19 pandemic, it is important for controlling the far field airborne exposures to the SARS-CoV-2 virus that the indoor air spaces have mechanical outdoor air ventilation that at least meets the minimum code required rates, and in addition that the HVAC system have air filters with a minimum efficiency of MERV 13 (ASHRAE 52.2).

Additional removal of airborne SARS-CoV-2 virus can be achieved by installing portable air cleaners that have an AHAM certified Clean Air Delivery Rate (CADR cfm for tobacco smoke) that is equal to $2/3$ of the floor area (ft^2) of the room.

WARNING !!! Only use HVAC air filters that are ASHRAE MERV rated and portable air cleaners that have an AHAM CADR rating. Do not use air filters or portable air cleaners that utilize electrostatics, ultraviolet light (UV), ozone, or photo-catalytic oxidation (PCO). Most of these devices do not have test data showing they provide any significant removal of indoor air contaminants, and some may produce harmful chemicals such as formaldehyde and ozone.

It is important to recognize that while outdoor air ventilation and air filtration can reduce the risk of far field airborne exposures to SARS-CoV-2 (e.g., greater than 6 feet), no amount of ventilation or air filtration can reduce risk of close exposure to an infected individual, only masks and social distancing can reduce this risk.

ATTACHMENT C

SETTLEMENT AGREEMENT

GPS v IEE and Francis “Bud” Offermann

January 13, 2023

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “**Agreement**”) is entered into as of the date of execution by the last party to sign this Agreement, (the “**Effective Date**”) by and among Global Plasma Solutions, Inc., a corporation organized and existing under the laws of the State of Delaware, with a principal place of business at 3101 Yorkmont Road, Suite 400, Charlotte, North Carolina (“**GPS**”), on the one hand, and IEE Indoor Environmental Engineering, a sole proprietorship owned by Francis Offermann organized and existing under the laws of the State of California, with a principal place of business at 1448 Pine Street, Suite 103, San Francisco, California (“**IEE**”) and Francis “Bud” Offermann (“**Offermann**”), on the other hand. GPS and IEE are sometimes each individually referred to herein as a “**Party**” and are collectively referred to herein as the “**Parties**.”

RECITALS

WHEREAS, GPS is a company that provides Needlepoint Bipolar Ionization (NPBI™) air purification technology;

WHEREAS, IEE is a company that provides indoor air quality consulting services;

WHEREAS, certain disputes arose among the Parties stemming from IEE’s authoring and publication of a piece entitled *Beware: The COVID-19 Snake Oil Salesmen Are Here* (the “**Article**”) on November 5, 2020 and other statements by IEE regarding similar subject matter;

WHEREAS, in response to those disputes, GPS filed on April 21, 2021, federal lawsuit *Global Plasma Solutions, Inc. v. IEE Indoor Environmental Engineering*, Case No. 3:21-cv-02884 in the Northern District of California, against IEE for product disparagement under 15 U.S.C. § 1125(a); trade libel; libel and slander under the California Civil Code; and violation of California Business and Professions Code § 17200 (the “**Action**”);

WHEREAS, the Parties, in order to avoid further litigation, costs, and inconvenience, desire to resolve all of the above-referenced disputes and proceedings fully and finally through the steps set forth herein.

NOW THEREFORE, in consideration of the foregoing recitals and the promises, mutual covenants and agreements set forth in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to resolve their disputes at issue in, and related to, the Action, and they agree to the specific terms, conditions and consideration described more particularly below:

AGREEMENT

1. IEE and Offermann Limitations. From the Effective Date forward, neither IEE nor Offermann will make the following specific statement, “GPS is a snake oil salesman”; however, Offermann retains his right to comment on the contents of the Article. IEE and Offermann may continue to comment on the safety and efficacy of the GPS NPBI™ devices,

including their ability to remove airborne particles and remove or inactivate airborne pathogens, provided, to the extent IEE and/or Offermann rely on laboratory test reports published by GPS (i.e., laboratory test reports published on any of the GPS websites, present or past), they rely on all GPS published laboratory test reports available to them, including the most recent GPS published laboratory test reports. Nothing in this Agreement shall prevent or restrain Offermann or IEE from providing consulting and/or expert testimony services to any persons or companies regarding air cleaning technologies provided IEE or Offermann does so in compliance with this Agreement.

2. Removal of the Article. IEE agrees to remove the Article from the IEE website when the COVID-19 pandemic has ended and there is no further need (according to IEE and/or Offermann) to educate consumers regarding the subjects discussed in the article. GPS expressly denies that the article educates consumers.

3. Mutual Release of Claims.

- a. GPS hereby fully and finally releases IEE and Offermann, as well as IEE's affiliates, subsidiaries, officers, directors, managers, principals, owners, investors, attorneys, insurers, employees, successors, and assigns, for and from any and all further claims, demands, actions, causes of action, suits, liabilities, obligations, losses, damages, costs, expenses and any other monetary or other form of relief of whatever kind or nature, known or unknown, whether in law or in equity, related to the allegations in the Action (collectively, "Claims"), including all Claims that were or could have been made in the Action, up to and including the Effective Date, provided that this release does not affect GPS's ability to enforce the terms of this Agreement.
- b. IEE and Offermann fully and finally release GPS and GPS's affiliates, subsidiaries, officers, directors, managers, principals, owners, investors, attorneys, insurers, employees, successors, and assigns, for and from any and all further claims, demands, actions, causes of action, suits, liabilities, obligations, losses, damages, costs, expenses and any other monetary or other form of relief of whatever kind or nature, known or unknown, whether in law or in equity, related to the allegations in the Action (collectively, "Claims"), including all Claims that were or could have been made in the Action, up to and including the Effective Date, provided that this release does not affect the ability of IEE and/or Offermann to enforce the terms of this agreement.

4. **Waiver of Civil Code Section 1542.** The Parties expressly understand and acknowledge that they respectively may not know that they have claims against any other, or that they are aware of claims against other Parties but may have underestimated the amount or severity of those claims. The Parties acknowledge that they specifically took that into account in agreeing to the consideration in this Agreement and to the promises contained in this Agreement. A portion of the payments, benefits, or promises in this Agreement was given in exchange for a full satisfaction and discharge of all such claims. With respect to such claims, the Parties hereto specifically waive all rights they each might have under federal or state law or equity which might otherwise preclude release of claims which the parties do not currently know they have, or suspect

exists in their favor as of the date they sign this Agreement. With respect to such claims, the Parties hereto each specifically waives all rights he or it might have under California Civil Code section 1542, which provides that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Each Party hereby represents and warrants to the other Party that in waiving the benefits of Section 1542 of the California Code of Civil Procedure, each Party has been advised by their counsel of the meaning and effect of such waiver and that each Party has agreed to voluntarily waive the benefits and protections of Section 1542 of the California Code of Civil Procedure.

5. Dismissal with Prejudice. Within ten (10) business days of the Effective Date, the Parties shall file a joint stipulation of dismissal with prejudice of all claims asserted in the Action. The joint stipulation shall also state that the Parties agree that they are to bear their own fees, costs, and other expenses associated with the Action.

6. Execution. The Parties agree to cooperate fully in the execution of any and all documents, and the taking of any additional action, without additional consideration, that may be necessary or appropriate to give full force and effect to the terms and intent of the Agreement.

7. Non-waiver. The failure of a Party to insist upon strict adherence to any term or condition of the Agreement shall not be considered a waiver, nor shall such failure deprive that Party of its right thereafter, or otherwise limit that Party's right, to insist upon strict adherence to such term or condition or any other term or condition in the particular instance or otherwise.

8. Legal Fees. Each Party shall be solely responsible for its own legal expenses and costs in connection with this Agreement, including the negotiation, execution, and performance of this Agreement.

9. Entire Agreement. This Agreement, including the attachments incorporated herein, constitutes the entire agreement between the Parties, and supersedes any and all prior or contemporaneous agreements, promises, representations, or understandings, written or oral, between them relating to the subject matter of this Agreement. No other agreements, promises, representations, or understandings shall be binding upon the Parties with respect to this subject matter unless separately agreed to in a writing signed by an authorized representative of each of the Parties.

10. Amendment. This Agreement may not be altered, modified, or amended except by a written agreement executed by an authorized representative of each of the Parties.

11. Jointly Drafted. The Parties jointly participated in the drafting of this Agreement, with the result that any ambiguity contained therein shall not be interpreted or construed against

either Party as the drafter thereof.

12. Representations. The Parties each represent that: (a) this Agreement is freely and voluntarily entered into, and that each of the Parties has had an opportunity to consult with legal counsel with respect to the advisability of entering into this Agreement; (b) no promise, inducement, or agreement not contained in this Agreement has been made on any subject in connection with this Agreement; (c) each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary; (d) each Party's signatory to this Agreement is fully authorized to enter into this Agreement on its behalf; and (e) each Party has all necessary power and authority to enter into the releases contained herein.

13. Inurement. The Parties agree and acknowledge that all of the terms of this Agreement are contractual and not mere recitals, and that this Agreement shall inure to the benefit of, and be binding upon, each of the Parties and their respective affiliates, predecessors, successors and assigns, and the agents and other authorized representatives, shareholders, officers, directors, employees, insurers, heirs, executors, trustees, partners, and joint venturers of any of the foregoing. As used herein, "affiliates" means any person or entity, who/which directly, or indirectly through one or more intermediaries, controls, is controlled by, or is under the common control with, any of the Parties hereto.

14. Severability. If any part of this Agreement shall be determined to be illegal, invalid, or unenforceable, that part shall nevertheless be enforced to the extent permissible in order to effect the intent of the Parties, and the remaining parts shall be deemed valid and enforceable.


15. Acceptance. In entering into this Agreement, each Party represents that it has read this Agreement in full, and that the terms of this Agreement and their consequences are fully understood and voluntarily accepted and agreed to by them.

16. Authority. The Parties each represent that: (a) each Party has made such investigation of the facts pertaining to this Agreement and of all the matters pertaining thereto as it deems necessary; (b) each Party's signatory to this Agreement is fully authorized to enter into this Agreement on its behalf; and (c) each Party has all necessary power and authority to enter into the releases contained herein.


17. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Agreement. For purposes of execution, facsimile signatures and signature pages sent via email shall be considered effective and binding.

IN WITNESS WHEREOF, the undersigned Parties have executed this Agreement as of the last date set forth below.


Global Plasma Solutions, Inc.

By: 
Print Name: GUYEN N. BRINCKMAN
Title: CEO
Date: 01/13/2023

IEE Indoor Environmental Engineering

By: 
Print Name: Francis "Bud" Offermann
Title: President
Date: 1/9/23

Francis "Bud" Offermann

By: 
Print Name: Francis "Bud" Offermann
Date: 1/9/23