SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIM

This Settlement Agreement and Release of the Private Attorneys General Act of 2004 ("PAGA") Claim ("Agreement") is made by and between Plaintiff Carmen Nassar ("Plaintiff") acting as private attorney general on behalf of all other allegedly Aggrieved Employees (as defined below), and Defendant Volt Management Corp. ("Defendant"). (The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party.")

1. DEFINTIONS

1.1. "Action" means Plaintiff's PAGA lawsuit alleging Labor Code violations for PAGA penalties only against Defendant, captioned *Carmen Nassar v. Volt Information Sciences, Inc., et al.*, Case No. 21NWCV00516, initiated on August 12, 2021, and pending in the Superior Court of the State of California, County of Los Angeles.

1.2. "Administrator" means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. "Administration Expenses Payment" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator's "not to exceed" bid submitted to the Court in connection with approval of this Settlement.

1.4. "Aggrieved Employees" means all current and former hourly-paid, non-exempt, exempt and/or misclassified as exempt, recruiter related direct hire employees of Defendant, who either were or are employed in the State of California from June 7, 2020 through the date of approval of the PAGA Settlement (the "PAGA Period").

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods, and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of Los Angeles.

1.8. "Defendant" means named Defendant Volt Management Corp. ("Defendant").

1.9. "Defense Counsel" means and refers to Fisher & Phillips, LLP, counsel for Defendant in the Action.

1.10. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Final Order approving the PAGA Settlement and (b) the Final Order is final. The Final Order is final as of the latest of the following occurrences: (a) if there is no appeal, the date that is 61 days after the Final Order; (b) if there is an appeal of the Court's Final Order, the date the Final Order is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court; or (iii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Final Order is affirmed pursuant to such petition.

1.11. "Gross Settlement Amount" means $400,000.00 which is the total and maximum amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay the Representative Enhancement Award, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of PAGA Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Final Order" means the order entered by the Court providing Final Approval of the Settlement.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled under Labor Code § 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code § 2699, subd. (i).

1.16. "Net Settlement Amount" means the Gross Settlement Amount less the following payments in the amounts approved by the Court: the Representative Enhancement Award, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA Counsel" means Haig B. Kazandjian Lawyers, APC, the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

1.20. "PAGA Period" means the period from June 7, 2020, through the date of preliminary approval of the PAGA settlement, or as modified pursuant to Paragraph 8 of the Agreement, whichever is earliest.

1.21. "PAGA" means the Private Attorneys General Act of 2004 (Labor Code §§ 2698. *et seq.).*

1.22. "PAGA Notice" means either Plaintiff Nassar's June 7, 2021 and/or later amended on January 28, 2026 letter to Defendants and the LWDA pursuant to Labor Code § 2699.3, subd. (a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated twenty-five percent (25%) to the Aggrieved Employees and the seventy-five percent (75%) to the LWDA in Settlement of PAGA claims.

1.24. "Plaintiff" means Plaintiff Carmen Nassar.

1.25. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiff, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries and/or affiliates, including specifically named Defendant Volt Information Sciences, Inc.

1.28. "Representative Enhancement Award" means the amount of money for which Plaintiff shall make application to the Court for services performed and risk incurred in bringing the Action, and in exchange for his general release in an amount not to exceed Ten-Thousand Dollars and No Cents ($10,000.00), which shall be paid out of the Gross Settlement Amount.

1.29. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. <u>RECITALS</u>

2.1. On August 12, 2021, Plaintiff Carmen Nassar commenced the Action by filing a complaint alleging a single cause of action for penalties under the PAGA against Defendant Volt Management Corp. and Defendant Volt Information Sciences, Inc., for alleged violations of the California Labor Code committed against the Aggrieved Employees. Plaintiff filed a First Amended Complaint on November 27, 2024. The First Amended Complaint is the "Operative Complaint". The Parties agreed to settle the representative claims at issue in this matter. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the cause of action alleged.

2.2. Pursuant to Labor Code § 2699.3, subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice, as well as notice by way of an amended PAGA Notice on January 29, 2026.

2.3. Defendant denies all the allegations in the Action, including all PAGA representative claims, and further denies they committed any misconduct, statutory or regulatory violation, wrongdoing, or any other actionable conduct of any kind.

2.4. Plaintiff obtained, through informal discovery, information and documentation concerning the claims set forth in the Action, such as documentation regarding Plaintiff's employment; information regarding the number of Aggrieved Employees; and the total pay periods worked by the Aggrieved Employees.

3. <u>MONETARY TERMS</u>

3.1. Subject to the Court's approval of this Settlement pursuant to Labor Code § 2699(1)(2), which counsel, and the Parties agree to recommend in good faith to the Court, the Parties agree to the following binding Settlement of the Action.

3.2. <u>Gross Settlement Amount:</u> Defendant promises to pay $400,000.00, and no more, as the Gross Settlement Amount, which includes the maximum amounts of payment Plaintiff will request the Court to award in Paragraph 3.3 below. Under no circumstances will Defendant pay more than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.3. <u>Payments from the Gross Settlement Amount</u>. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

3.3.1. <u>To PAGA Counsel</u>: A PAGA Counsel Fees Payment of not more than forty percent (40%), which is currently estimated to be One Hundred Sixty Thousand Dollars and No Cents ($160,000.00), plus a PAGA Counsel Litigation Expenses Payment of up to Ten Thousand Dollars and No Cents $10,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff will file a joint stipulation for approval of settlement or motion as required by the Court, including for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any

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portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms.

3.3.2. To the Administrator: An Administrator Expenses Payment not to exceed $4,450.00, except for a showing of good cause and as approved by the Court. To the extent the Administrators Expense Payment is less or the Court approves payment less than $4,450.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.3.3. To the Plaintiff: Subject to Court approval, a Representative Enhancement Award not to exceed $10,000.00 for Plaintiff Carmen Nassar. Defendant will not oppose a request for Court approval of this payment provided that it does not exceed this amount. Plaintiff and/or PAGA Counsel will file an application or motion for Representative Enhancement Award. If the Court approves a Representative Enhancement Award less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Representative Enhancement Award using an IRS 1099 Form.

3.3.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of $215,550.00 to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (approximately $161,662.50 allocated to the LWDA PAGA Payment) and twenty-five percent (25%) (approximately $53,887.50 allocated to the Individual PAGA Payments).

3.3.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (approximately $53,887.50 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.3.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Each Individual PAGA Payment shall be treated as non-wage income, and the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

4.1. Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are 291 Aggrieved Employees who worked a total of 28,000 PAGA Pay Periods from the beginning of the PAGA Period through June 4, 2025.

4.2. Aggrieved Employee Data. Within thirty (30) calendar days of the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the

Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Within five (5) calendar days of the Effective Date, the Administrator shall send Defendant's Counsel electronic wiring instructions to fund the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) calendar days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within five (5) business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Representative Enhancement Award, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without a USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. <u>RELEASES OF CLAIMS</u>. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Aggrieved Employees, PAGA Counsel, and the State of California will be deemed to have released all Released Parties of any and all claims as follows:

5.1. <u>Plaintiff's Release</u>. Plaintiff agrees to release the Released Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form whatsoever whether known or unknown, unforeseen, unanticipated, unsuspected or latent, which Plaintiff now owns or holds or has at any time owned or held, that have been or could have been asserted by Plaintiff, their heirs, family members, executors, administrators, attorneys, agents, representatives, successors, and/or assigns, whether directly, indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the date that the court grants approval of the settlement, including but not limited to those which arose out of or are in any way connected with Plaintiff's employment with any Defendant, including but not limited to any and all claims: (i) which are related to or concern any law, including but not limited to (i) discrimination, harassment, and retaliation under local, state, or federal law based on age, sex, race, color, national origin, religion, disability status, or any other category protected by an such law including, but not limited to, the Americans with Disabilities Act, 42 U.S.C. § 12112, *et seq.*, and all other Federal and State Civil rights Statutes; (ii) wrongful termination, breach of express and implied-in-fact- contract, breach of the covenants of good faith and fair dealing, intentional and negligent infliction of emotional distress, defamation and self-compelled defamation, invasion of privacy, breach of employment contract, fraud or negligent misrepresentation, assault, battery, intentional interference with contractual relations and prospective economic advantage, violation of public policy, and other torts; and (iii) those arising under federal, state or local wage-and-hour laws, rules, or regulations, including but not limited to, claims for failure to pay wages, overtime, meals and rest breaks, penalties, interest, severance pay, commissions, bonuses, sick leave, holiday pay, and vacation pay, either individually or as part of a class action, collective action, and/or representative action; (3) which are related to or concern any violation of California *Business and Professions Code* Section 17200, et seq., and/or the California *Labor Code*, including *Labor Code* section 1102.5; the California Fair Employment and Housing Act; the California Industrial Welfare Commission Wage Orders; and the California Private Attorney General Act; (4) which are related to or concern any violation of the CFRA or the FMLA or other leave statute, or; (5) which are related to allegations of sexual harassment, discrimination based on sex, retaliation, failure to prevent sexual harassment, failure to prevent retaliation, failure to accommodate, failure to engage in a good faith interactive process, and wrongful termination, or; (6) which arose out of or are in any way connected with any transactions, occurrences, acts, omissions, loss, or damage resulting from any act committed or omission made prior to the date of this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that

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arose at any time or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agree, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of § 1542 of the California Civil Code, which reads:

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.

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.

5.2. Release by Aggrieved Employees: Upon the Effective Date of this Settlement and funding the Gross Settlement Amount, Plaintiff, as agent and proxy of the LWDA and the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties during the PAGA Period of June 7, 2020 through the date the Court approves the Settlement, that were alleged, or reasonably could have been alleged, based on the alleged violations of the Labor Code, including but not limited to: (i) Misclassification as Exempt Employees; (ii) failure to provide employment records; (iii) failure to pay overtime and double time; (iv) failure to provide rest and meal periods i; (v) failure to pay minimum wage; (vi) failure to keep accurate payroll records and provide itemized wage statements; (vii) failure to pay reporting time wages in violation of California Code of Regulations, Title 8, section 11050(5)(A); (viii) failure to pay split shift wages in violation of California Code of Regulations 11050(4)(C); (ix) failure to pay all wages earned on time; (x) failure to pay all wages earned upon discharge or resignation; (xi) failure to provide basic information at the time of hiring and when employment changes occur. (xii) failure to reimburse necessary, business-related expenses; (xiii) failure to provide notice of paid sick time and accrual; (xiv) employers, and individuals acting on behalf of employers, violating or causing to be violated a section of the Labor Code or any Wage Order , as based in, but not limited to, California Labor Code's Sections 201-203, 204, 210, 225.5, 226 et seq., 226.3, 226.7, 246, 246.5, 432, 510, 512, 512(a), 515(a), 516, 551, 552, 558, 558.1, 1174, 1174.5, 1174(d), 1175, 1182.12, 1193.6, 1194, 1194.2 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2802(a), 2804, 2810.5(a)(1)(A)-(C), and the applicable Wage Orders.

5.3. Release by PAGA Counsel: PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors, and assigns the Released Parties from all claims for fees and costs incurred in connection with the Operative Complaint and facts stated in the Operative Complaint and the PAGA Notices.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT**. The Parties agree to jointly prepare and file a joint stipulation for approval of this Settlement.

6.1. Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the Joint Stipulation for Approval of this Settlement. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator. Plaintiff and PAGA Counsel will ensure that the PAGA Claims are dismissed with prejudice upon the Court's approval of the settlement.

6.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court conditions its approval of this Settlement on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINSTRATION**

7.1. Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation § 468B-1.

7.4. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that there are approximately 291 Aggrieved Employees who worked a total 28,000 Pay Periods from the beginning of the PAGA Period,

June 7, 2020 through June 4, 2025. In the event the actual number of Pay Periods during the PAGA period of June 7, 2020, through the date the Court approves this Settlement Agreement, is more than 10% higher than this estimated amount (*i.e.*, more than 30,080), then at Defendant's option, the Gross Settlement Amount will either increase on a proportional basis equal to the percentage increase in the number of Pay Periods exceeding 10%, or the PAGA Period will end on the date the number of pay periods exceeds 30,080.

At least 7 days prior to the deadline upon which to submit a Motion for Approval of this Settlement and upon request by PAGA Counsel, Defendant shall determine the number of PAGA Pay Periods and whether the provisions of this Paragraph are believed to have triggered, and if so, which it intends to select so that the appropriate end date may be provided to the Court. However, final determination of whether the provisions of this section have triggered will be determined by the Administrator, who will confirm Defendant's election (if applicable) prior to issuing payment as provided for in Section 4 of this Agreement.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Final Order, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing this Agreement and/or Final Order, (ii) addressing settlement administration matters, and (iii) addressing such post-Final Order matters as permitted by law.
   9.1. Waiver of Right to Appeal. Provided the Final Order is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel waive all rights to appeal from the Final Order, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an Aggrieved Employee or another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS

10.1. Voiding the Agreement: The Agreement shall be voidable and unenforceable as to all Parties herein at the option of either Party if (a) the Court should for any reason fail to approve this Settlement in the form agreed to by the Parties, (b) the Court should for any reason fail to enter a judgment, or (c) the approval of the Settlement and judgment is reversed, modified, or declared or rendered void. In that event, neither the Settlement nor any of the related negotiations or proceedings shall be of any force or effect, and all parties to the Settlement shall stand in the same position, without prejudice, as if the Settlement had been neither entered into nor filed with the Court. Notwithstanding the foregoing, the Parties may attempt in good faith to cure any perceived defects in the Settlement to facilitate approval.

10.2. No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any

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liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserve the right to contest Defendants' defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Settlement and Agreement). This Agreement is a settlement document and shall, pursuant to California Evidence Code § 1152 and/or Federal Rule of Evidence 408, be inadmissible in evidence in any proceeding, except an action or proceeding to approve the Settlement, and/or interpret or enforce this Agreement.

10.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement, together with its attached exhibits, shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.5. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.6. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.7. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.8. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

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10.9. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.10. Enforcement actions: This Agreement is binding and enforceable under California Code of Civil Procedure § 664.6. Except as otherwise provided in this Agreement, in the event that one or more of the Parties to this Agreement institutes any action or proceeding in this case under California Code of Civil Procedure § 664.6 or other proceeding against any other Party or Parties to enforce the provisions of this Agreement or to declare rights and/or obligations under this Agreement, the successful Party or Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorney's fees and costs incurred in connection with any enforcement actions.

10.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

10.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

10.14. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement Funds, Defendants make a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

10.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

10.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.17. Waiver. The waiver by one Party of any breach of this Agreement by another Party shall not be deemed a waiver of any other prior or subsequent breach of this Agreement.

10.18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
Haig B. Kazandjian, Esq.
haig@hbklawyers.com;
Cathy Gonzalez, Esq.
cathy@hbklawyers.com;
Melissa Robinson, Esq.
melissa@hbklawyers.com;
HAIG B. KAZANDJIAN LAWYERS, APC
801 North Brand Blvd., Suite 1015
Glendale, CA 91203
Telephone: (818) 696-2306
Facsimile: (818) 696-2307

To Defendants:
Shaun Voigt, Esq.
svoigt@fisherphillips.com
Areen Babajanian, Esq.
ababajanian@fisherphillips.com
FISHER & PHILLIPS, LLP
South Flower Street, Suite 1500
Los Angeles, CA 90071
Telephone: (213) 402-9577

10.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, the date to bring a case to trial pursuant to California Code of Civil Procedure section shall be stayed for the entire period of this settlement process.

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Dated: 04 / 06 / 2026

By: Carmen Nassar

Carmen Nassar

HAIG B. KAZANDJIAN LAWYERS APC

Dated: 4/6/2026

By: ______________________

Haig B. Kazandjian, Esq.
Cathy Gonzalez, Esq.
Kevin Grigorian, Esq.
Attorneys for Plaintiff

DATED: 04/09/2026

Volt Management Corp.

By: ______________________

Title & Name: Andre Frieden

DATED: 04/07/2026

FISHER & PHILLIPS, LLP

By: ______________________

Shaun Voigt, Esq.
Areen Babajanian, Esq.
Attorneys for Defendants

26.04.06_Nassar_-_PAGA_Settlement_Agreement signed.

Final Audit Report 2026-04-09

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