

CLASS AND REPRESENTATIVE ACTION SETTLEMENT AGREEMENT
AND RELEASE

This Class and Representative Action Settlement Agreement and Release (“Settlement” or “Agreement”) encompasses four (4) actions which will be consolidated for all purposes in the San Diego County Superior Court: (1) A class action complaint originally filed on November 24, 2021 and entitled *Stephen V. Weaver, et al. vs. Amentum Services, Inc.*, San Diego County Superior Court No. 37-2021-00049868-CU-OE-CTL¹; (2) *Sampson Danquah v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2022-00014222-CU-OE-CTL; (3) *Marco Lafon v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2023-00016985-CU-OE-CTL, which was removed and is pending in the United States District Court, Southern District of California, Case No. 3:23-CV-01037-DMS-JLB;” and (4) *Marco Lafon v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2023-00041519-CU-OE-CTL (collectively, the “Lawsuits”). The Lawsuits will proceed under Case No. 37-2021-00049868-CU-OE-CTL.

This Agreement is entered into between Plaintiffs STEPHEN V. WEAVER, ZUBEIR KHAN, CHAD M. ESQUIVEL, SAMPSON DANQUAH, and MARCO LAFON, individually, and as representatives for the alleged class and aggrieved employees described below (“Plaintiffs”), on one hand, and Defendant AMENTUM SERVICES, INC., (“Amentum” or “Defendant”), on the other hand.

The Parties intend this Agreement to fully, finally, and forever resolve, discharge and settle the “Released Claims” (as defined below) on a class and representative action basis pertaining to the “Released Parties” (as defined below) upon and subject to the terms and conditions contained herein. This Agreement, which is contingent upon Final Court approval of: (i) this Agreement; (ii) the approval of the Class for the sole purpose of settlement, and (iii) the payment of the consideration set forth herein, contains the essential terms of the Parties’ agreement. The Plaintiffs and Class Counsel believe, and the Parties have agreed, that the Settlement set forth herein confers

¹ On September 19, 2022, Plaintiff Weaver amended his complaint to assert an additional cause of action under the Private Attorneys General Act (“PAGA”) and added an additional plaintiff to his lawsuit, Zubeir Khan. Plaintiffs Weaver and Khan filed a Second Amended Complaint on April 26, 2024 to add an additional Plaintiff to his lawsuit, Chad M. Esquivel.

substantial benefits upon the Class Members.

I. DEFINITIONS

1. Class Counsel

“Class Counsel” means AEGIS LAW FIRM, PC, SCHNEIDER WALLACE COTTRELL KONECKY LLP, and BRADLEY GROMBACHER, who, subject to Court approval, shall act as counsel for the Class.

2. Class Counsel Award

“Class Counsel Award” means attorneys’ fees and legal costs for Class Counsel’s litigation and resolution of the Lawsuits.

3. Class Information

“Class Information” means information regarding Class Members that Defendant will compile from its records and provide to the Settlement Administrator in an excel spreadsheet, including each Class Member’s full name; last known address; social security number; dates of employment; and the total number of workweeks during which each Class Member performed work for Defendant during the Class Period.

4. Class Members

“Class Member(s)” or “Class” means: (a) all current and former non-exempt employees employed by Defendant, and Defendant’s subsidiary and affiliate, URS Federal Services, LLC, in California between May 30, 2017, through March 17, 2024; (b) all current and former non-exempt employees employed by Defendant’s subsidiary and affiliate DynCorp International LLC in California between November 20, 2020, through March 17, 2024; and (c) all current and former non-exempt employees employed by Defendant’s subsidiary and affiliate PAE Shared Services, LLC in California between September 20, 2022, through March 17, 2024 (“Class Period”). However, if Defendant chooses to exercise the Pro Rata Increase option in Section III, Paragraph 18, in that circumstance, the Class Period would be extended consistent with Section III, Paragraph 18. Defendant estimated for purposes of mediation that there are: 365,867 workweeks worked by 4,339 Class Members as of January 17, 2024.

5. Class Periods

“Class Period” is between May 30, 2017, through March 17, 2024 (“Class Period”), unless Defendant chooses to exercise the Pro Rata Increase option in Section III, Paragraph 18. In that circumstance, the Class Period would be extended consistent with Section III, Paragraph 18.

6. Class Representatives

“Class Representatives” means Plaintiffs Stephen V. Weaver, Zubeir Khan, Sampson Danquah, Chad M. Esquivel, and Marco Lafon, subject to Court approval.

7. Class Representative’s Enhancement Award

“Class Representative’s Enhancement Award” means the amount that the Court authorizes to be paid to Plaintiffs, in recognition of Plaintiffs’ efforts and risks in assisting with the prosecution of the Lawsuits and in return for executing a general release with Defendant. Said enhancement is \$15,000 each for Plaintiffs Weaver, Kahn, Danquah, and Esquivel, and \$10,000 for Plaintiff Lafon, per the Court’s approval, totaling \$70,000 in Enhancement Awards for all named Plaintiffs. Any portion of the Enhancement Awards allocation not approved by the court will revert to participating class members.

8. Complaint

“Complaint(s)” means the operative complaints filed in the Lawsuits.

9. Court

“Court” means the California Superior Court for the County of San Diego.

10. Defense Counsel

“Defense Counsel” means JACKSON LEWIS P.C.

11. Effective Date

“Effective Date” shall mean the date when all of the following events have occurred: (1) the Court has entered a final Order and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; (2) 65 calendar days have passed since the Court has entered a final Order and Judgment, and approving the Stipulation of Settlement; and (3) five business days after the period for filing any appeal, writ or other appellate proceeding opposing the Court's Entry of Judgment has elapsed without any appeal, writ or other appellate proceeding having been filed; or,

if any appeal, writ or other appellate proceeding opposing or seeking to vacate the Court's Judgment or final Order approving the Stipulation of Settlement has been filed, five calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

12. Eligible Workweek

“Eligible Workweek(s)” means any week during the Class Period in which a Class Member worked for at Defendant as a Class Member for at least one day according to Defendant’s records. A week is defined as Saturday starting at 12:01 a.m. and ending the following Friday at 12:00 a.m.

13. Final Approval Hearing

“Final Approval Hearing” means the final hearing held by the Court to ascertain the fairness, reasonableness, and adequacy of the Settlement.

14. Final Judgment

“Final Judgment” means a judgment issued by the Court approving this Settlement consistent with the terms of this Agreement as binding upon the Parties. The Final Judgment shall constitute a judgment respecting the Parties within the meaning and for purposes of California Code of Civil Procedure sections 577, 581d, and 904.1(a), and on the PAGA claims for purposes of enforcing the rule announced in *Arias v. Superior Court*, 46 Cal. 4th 969 (2009).

15. Individual PAGA Payment

“Individual PAGA Payment(s)” means the pro rata share of the twenty-five percent (25%) amount of the PAGA Payment allocated to the PAGA Settlement Group Members that each PAGA Settlement Group Member will receive, without regard to whether he or she is a Class Member or Participating Class Member. PAGA Settlement Group Members will not have the opportunity to opt out or object to the PAGA Payment and/or PAGA Release set forth in this Agreement although the PAGA settlement will be subject to Court approval.

16. Individual Settlement Payment

“Individual Settlement Payment(s)” means the amount paid from the Net Settlement Amount to a Participating Class Member. Any Class Member who timely submits a Request for

Exclusion pursuant to the procedures set forth herein is not a Participating Class Member and is not eligible to receive an Individual Settlement Payment.

17. LWDA

“LWDA” means the California Labor and Workforce Development Agency.

18. Net Settlement Amount

“Net Settlement Amount” means the Total Settlement Amount less the Court-approved Class Counsel Award, Class Representatives’ Enhancement Awards, PAGA Payment, and Settlement Administration Costs. The Net Settlement Amount is the amount that will be paid to Participating Class Members, in the form of Individual Settlement Payments.

19. Class Notice

“Class Notice” means the Notice of Class and Representative Action Settlement approved by the Parties and subject to Court approval, substantially in the form of Exhibit A hereto, explaining the terms of this Agreement and the settlement process, which the Settlement Administrator will mail to each Class Member.

20. PAGA

“PAGA” refers to the Labor Code Private Attorneys General Act of 2004, Labor Code § 2699 et seq.

21. PAGA Payment

“PAGA Payment” means the payment in the amount of \$150,000, or other amount ordered by the Court, to be paid out of the Total Settlement Amount to the LWDA and PAGA Settlement Group Members in settlement of all claims for PAGA penalties.

22. PAGA Pay Period

“PAGA Pay Period” means any, and all, biweekly (every two weeks) periods of time that a PAGA Settlement Group Member worked for Defendant during the PAGA Period.

23. PAGA Period

“PAGA Period” means July 16, 2021 through March 17, 2024.

24. PAGA Settlement Group Member

“PAGA Settlement Group Member(s)” refers to (a) all current and former non-exempt employees employed by Defendant, and Defendant’s subsidiary and affiliate, URS Federal Services, LLC, in California or continuing to be employed by Defendant, and Defendant’s subsidiary and affiliate URS Federal Services, LLC, in California between July 16, 2021, through March 17, 2024; (b) all current and former non-exempt employees employed by Defendant’s subsidiary and affiliate DynCorp International LLC in California between July 16, 2021, through March 17, 2024; and (c) all current and former non-exempt employees employed by Defendant’s subsidiary and affiliate PAE Shared Services, LLC in California between September 20, 2022, through March 17, 2024. Each PAGA Settlement Group Member will be paid an Individual PAGA Payment.

25. PAGA Release

“PAGA Release” shall mean any and all claims against Released Parties under the Private Attorney Generals Act of 2004 (“PAGA”) based on the exhaustion letters submitted by the Plaintiffs to the LWDA, which include any claims under PAGA arising out of or related to allegations set forth in the operative complaint, including but not limited to claims for failure to provide meal periods, failure to provide rest periods, failure to pay overtime wages, failure to pay minimum wage, failure to pay all wages due to discharged and quitting employees, failure to maintain required records, failure to furnish accurate itemized wage statements, failure to indemnify employees for necessary expenditures incurred in discharge of duties, failure to pay vacation pay, failure to provide and/or pay for accrued sick leave time and/or COVID benefits, failure to produce employee records, the failure to provide adequate seating accommodation, failure to provide fresh drinking water, and failure to adopt standards to minimize excessive indoor heat. The Parties agree that there is no statutory right for any PAGA Class member to opt out or otherwise exclude himself or herself from the PAGA Payment and the associated release of claims and rights under PAGA.

26. Participating Class Members

“Participating Class Members” means those Class Members who do not submit a valid and timely Request for Exclusion consistent with the procedures set forth in this Agreement.

27. Parties

“Parties” means Plaintiffs and Defendant, collectively.

28. Preliminary Approval Date

“Preliminary Approval Date” means the date on which the Court issues an order granting preliminary approval of the proposed Settlement consistent with this Agreement.

29. Qualified Settlement Fund

“Qualified Settlement Fund” or “QSF” means the account established by the Settlement Administrator which the Parties agree will at all times be treated as a “qualified settlement fund” within the meaning of Treas. Reg. §1.468B-1, *et seq.* The Parties agree the Settlement Administrator shall, in establishing the account, make any such elections as necessary or advisable to carry out the “relation back election” (as defined in Treas. Reg. §1.468B-1(j)(2)(i)) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of the Settlement Administrator to timely and properly prepare and deliver the necessary documentation for signature by all necessary Parties, and to cause the appropriate filing to occur. The Parties further agree and acknowledge that, for purposes of Section 468B of the Internal Revenue Code of 1986, as amended (the “Code”) and the Treasury Regulations promulgated thereunder, only the Defendant shall be treated as a “transferor” (within the meaning of such term under Treasury Regulations §1.468B-1(d)(1)) with respect to the Qualified Settlement Fund.

30. Released Claims

Any and all claims alleged or could have been alleged based on the facts alleged in the operative class action complaints, which arose during the Class Period, whether known or unknown, including the failure to pay wages, the failure to pay overtime compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, the failure to timely pay wages, the failure to pay wages due to discharged or quitting employees, the failure to reimburse for necessary business expenses, the failure to provide suitable seating, the failure to pay sick wages, the failure to comply with Cal-OSHA work place safety standards, the failure to adopt standards that

minimize excessive indoor heat, the failure to provide fresh drinking water, and any other claims whatsoever that were or could have been alleged in this case, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code § 17200, conversion, liquidated damages, punitive damages, waiting-time penalties, and Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2441, 2698, *et seq.*, 2800, 2802, 6300-6403, and 6720, and Code of California Civil Procedure section 1021.5; related California Code of Regulations, Title 8, Sections 11040(5), (14); the applicable IWC Wage orders for the same types of violations aforementioned; and all other related claims under local, state and/or federal law that could have been asserted based on the factual allegations of the TAC, and any other related claims and/or penalties. The named Plaintiffs in the *Weaver, et al.*, *Danquah*, and *Lafon* matters (hereinafter collectively referred to as “Named Plaintiffs”) will sign a Civil Code 1542 general release.

31. Released Parties

“Released Parties” means Amentum Services, Inc. and all its present and former parent companies and successors-in-interest, direct and indirect subsidiaries, including DynCorp International LLC, PAE Shared Services, LLC, URS Federal Services, LLC, and AECOM Management Services, LLC, affiliates, joint ventures, owners, principals, agents, predecessors, successors, and related parties and all of their past and present directors, officers, shareholders, members, managers, joint employers, co-employers, integrated enterprises, representatives, employees, and any individual or entity which could be liable for any of the Released Claims.

32. Request for Exclusion

“Request for Exclusion” means a letter setting forth a Class Member’s name, present address, and a statement electing to be excluded from the Settlement. Specific details of how to submit a “Request for Exclusion” will be provided in the Class Notice. However, any Class Members who timely and properly submit a Request for Exclusion will still receive an Individual PAGA Payment and be bound by the terms of the PAGA Release if the Class Members are PAGA Settlement Group Members.

33. Response Deadline

“Response Deadline” means the date forty-five (45) calendar days after the Settlement Administrator mails the Class Notice, which is the deadline for Class Members to: (a) submit a Request for Exclusion; (b) file and serve objections to the Settlement; or (c) dispute the information contained in the Class Notice.

34. Settlement Administrator

“Settlement Administrator” means Phoenix Settlement Administrators, the third-party Settlement Administrator mutually agreed to by the Parties and appointed by the Court upon Class Counsel’s motion for preliminary approval of this Settlement.

35. Settlement Administrator Costs

“Settlement Administrator Costs” means the amount to be paid to the Settlement Administrator from the Total Settlement Amount for administration of this Settlement. References herein to actions and responsibilities of the Settlement Administrator shall be to those actions and responsibilities it shall take as set forth in the Agreement.

36. Total Settlement Amount

“Total Settlement Amount” means the total maximum amount payable under the terms of this Agreement by Defendant, which is the gross sum of \$7,500,000.00 and includes, without limitation: the Individual Settlement Payments to Participating Class Members; PAGA Payment; payment of Settlement Administration Costs as approved by the Court; any Class Representatives’ Enhancement Awards to Plaintiffs as approved by the Court; and a payment to Class Counsel of attorneys’ fees and reasonable litigation costs which shall be determined by motion with the Court. Payment of the amount necessary to cover the employer’s portion of payroll taxes associated with the 60% portion of the Individual Settlement Payments allocated to wages shall be made by Defendant, separate and apart from the Total Settlement Amount. The Settlement Administrator will make all required tax deductions and payments using a Qualified Settlement Fund. As set forth herein, the Settlement Administrator will issue all of the above-referenced payments from the Qualified Settlement Fund in accordance with the applicable provisions of this Agreement.

II. RECITALS

1. Class Certification.

The Parties stipulate to class certification for the specific limited purpose of Class Settlement only. If the Court indicates that it will not grant either preliminary or final approval of this Settlement without any ability to remedy such issues, then the Parties agree that this stipulation regarding class certification will become null and void.

2. Procedural History.

Stephen V. Weaver, et al. vs. Amentum Services, Inc. was filed on November 24, 2021, in San Diego County Superior Court, Case No. 37-2021-00049868-CU-OE-CT. A Private Attorneys General Act (PAGA) representative cause of action was added on September 19, 2019, and a Second Amended Complaint was filed on April 26, 2024 adding an additional Plaintiff, Chad M. Esquivel.

Sampson Danquah v. Amentum Services, Inc (the class action) was filed on April 15, 2022, in San Diego Superior Court, Case No. 37-2022-00014222-CU-OE-CTL. *Sampson Danquah v. Amentum Services, Inc* (the PAGA action) was also filed on April 15, 2022, in San Diego Superior Court, Case No. 37-2022-00014232-CU-OE-CTL. On January 19, 2023, *Sampson Danquah v. Amentum Services, Inc.* (the class action) Case No. 37-2022-00014222-CU-OE-CTL was amended to add a PAGA representative action, and *Sampson Danquah v. Amentum Services, Inc* (the PAGA action) Case No. 37-2022-00014232-CU-OE-CTL was dismissed on or around February 24, 2023.

Marco Lafon v. Amentum Services, Inc. (the class action) was filed on April 24, 2023, in San Diego Superior Court, Case No. 37-2023-00016985-CU-OE-CTL and was subsequently removed to the United States District Court, Southern District of California, where it is currently pending as Case No. 3:23-CV-01037-DMS-JLB. *Marco Lafon v. Amentum Services, Inc.* (the PAGA action) was filed on September 25, 2023, in San Diego Superior Court, Case No. 37-2023-00041519-CU-OE-CTL.

The above actions are collectively referred to as the “Lawsuits.” The Lawsuits seek damages and penalties for Defendant’s alleged failure to: pay wages, the failure to pay overtime

compensation, the failure to provide meal periods, the failure to provide rest periods, the failure to maintain or provide accurate itemized statements, the failure to maintain records, the failure to timely pay wages, the failure to pay wages due to discharged or quitting employees, the failure to reimburse for necessary business expenses, the failure to provide suitable seating, the failure to pay sick wages, the failure to comply with Cal OSHA work place safety standards, the failure to adopt standards that minimize excessive indoor heat, the failure to provide fresh drinking water, and any other claims whatsoever that were or could have been alleged in this case, including without limitation all related claims for restitution and other equitable relief under Business and Professions Code § 17200, conversion, liquidated damages, punitive damages, waiting-time penalties, and Labor Code sections 200, 201, 202, 203, 204, 210, 218, 218.5, 223, 226, 226.3, 226.7, 246, 510, 512, 516, 558, 1174, 1174.5, 1182.11-1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2441, 2698, *et seq.*, 2800, 2802, 6300-6403, and 6720, and Code of California Civil Procedure section 1021.5; related California Code of Regulations, Title 8, Sections 11040(5), (14); the applicable IWC Wage orders for the same types of violations aforementioned; and all other related claims under local, state and/or federal law that could have been asserted.

On January 17, 2024, the Parties engaged in private mediation with a well-respected wage and hour class action mediator, Steven J. Serratore, Esq. Prior to mediation, Plaintiffs requested, and Defendant produced, extensive documentation including a representative sampling of the putative Class Members' time and pay data, information on Defendant's policies and practices, Defendant's relevant policy documents, class size information, and information on the number of pay periods and workweeks for the putative Class Members, and their hourly rates of pay. Plaintiffs also received the names and contact information of the putative class members pursuant to a *Belaire-West* notice procedure. In addition, Defendant responded to Plaintiffs' discovery requests sufficient to enable the Plaintiffs and Class Counsel to rigorously evaluate the strengths, weaknesses, and risks of the case and perform an analysis of the potential damages arising from the claims made in this case.

Defendant denies any liability or wrongdoing of any kind associated with the claims asserted in the Lawsuits, disputes the damages and penalties claimed by the Plaintiffs, and further

contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class or representative treatment. This Settlement is a compromise of disputed claims. Nothing contained in this Settlement, no documents referred to herein, and no action taken to carry out this Settlement, shall be construed or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted in the Lawsuits. Defendant contends, among other things, that, at all times, it has complied with all applicable state, federal and local laws related to the Class Members' and PAGA Settlement Group Members' employment. Nevertheless, Defendant has entered into this Settlement to avoid the cost, risk and inconvenience of further litigation. Nothing contained in this Settlement, nor the fact of this Settlement itself, shall be construed or deemed as an admission of liability, or wrongdoing on the part of Defendant, or an admission that class or representative action treatment would be allowed outside the settlement context. Pursuant to California Evidence Code sections 1152 and 1154, this Settlement shall be inadmissible in evidence in any proceeding; except that the Settlement may be filed and used in this litigation or any related litigation as necessary to approve, interpret, or enforce this Settlement, or in any subsequent action against or by Defendant to support a stay of such subsequent action, or to establish a defense of res judicata, collateral estoppel, release, good faith settlement, judgment bar, or reduction, or any other theory of claim preclusion or issue preclusion or similar defense or counterclaim.

The Class Representatives are represented by Class Counsel. Class Counsel investigated the facts relevant to the Lawsuits, including reviewing documents and information provided by Defendant. Based on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant is fair, reasonable and adequate, and in the best interest of the Class Members in light of all known facts and circumstances, including the risks of significant delay, defenses asserted by Defendant, uncertainties regarding a class trial, and numerous potential appellate issues. Although Defendant denies any liability, Defendant is agreeing to this Settlement to avoid the cost, distraction, and risks of further litigation. Accordingly, the Parties and their counsels desire to fully, finally, and forever settle, compromise and discharge all disputes and claims arising from or relating to the Lawsuits on the terms set forth

herein.

3. Benefits of Settlement to Class Members.

Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate their disputes through trial and through any possible appeals. Plaintiffs have taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in litigation. Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Lawsuits, both generally and in response to Defendant's defenses thereto, and the potential difficulties in establishing damages for the Class Members. Plaintiffs and Class Counsel have considered Defendant's agreement to enter into a settlement that confers substantial relief upon the Class Members. Based on the foregoing, Class Counsel have concluded that settlement for the consideration and on the terms set forth in this Agreement, is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts and circumstances, including the risk of delay, defenses asserted by Defendant, numerous potential appellate issues, and other risks inherent in litigation.

4. Defendant's Reasons for Settlement.

Defendant has concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is completed, will continue to be devoted to, the defense of the claims asserted by the Plaintiffs. Defendant has also taken into account the risks of further litigation in reaching their decision to enter into this Settlement even though Defendant continues to contend that it is not liable for any of the claims set forth by Plaintiffs in the Lawsuits, Defendant has agreed, nonetheless, to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims in the Lawsuits. Defendant maintains that it has complied with all applicable state, federal, and local laws and settlement of the Lawsuits shall not be construed as an admission of any wrongdoing by Defendant.

5. Settlement of Disputed Claims.

This Agreement is a compromise of disputed claims. Plaintiffs have claimed and continue to claim that the Released Claims have merit and give rise to liability on the part of Defendant.

Defendant has claimed and continues to claim that the Released Claims and the claims within the PAGA Release have no merit and do not give rise to liability. Nothing contained in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, may be construed or used as an admission by Defendant as to the merits of any of the claims asserted in the Lawsuits or the suitability of the Lawsuits for class or representative action treatment.

III. TERMS OF AGREEMENT

1. Release as To All Participating Class Members.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, the Participating Class Members, including Plaintiffs, shall be deemed to have fully released the Released Parties from the Released Claims. These releases will take effect whether or not a Participating Class Member receives his or her Individual Settlement Payment or cashes and deposits any check for the Individual Settlement Payment.

2. PAGA Release as to All Members of PAGA Settlement Group.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, all PAGA Settlement Group Members, including Plaintiffs and the State of California, shall be deemed to have fully released the Released Parties from any and all claims contemplated under the PAGA Release. These releases will take effect whether or not a PAGA Settlement Group Member receives his or her Individual PAGA Payment or cashes and deposits any check for the Individual PAGA Payment.

3. Release of Claims by Plaintiffs.

As of the Effective Date, and subject to Defendant's full payment of all consideration due hereunder, Plaintiffs release, for themselves only, the Released Parties from all known and unknown claims against the Released Parties, including without limitation any Released Claims as well as other wage and hour claims, claims under California Business & Professions Code section 17200, claims under the Labor Code, including, but not limited to, claims under the PAGA, and all claims for indemnity or reimbursement of business expenses, overtime compensation, minimum wages, penalties, liquidated damages, and interest, and all other claims under state, federal, and local laws, including, without limitation, California Fair Employment and Housing

Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Credit Reporting Act, the Employee Retirement Income Security Act of 1974, and all of their implementing regulations and interpretive guidelines, as well as the common law, including laws related to discrimination, harassment, or retaliation, whether known or unknown, and whether anticipated or unanticipated, arising from or relating to Plaintiffs' relationship, or termination of relationship, with any Released Party through the date of Final Approval for any type of relief, to the extent permissible by law. Plaintiffs further covenant that they will not become a member of any other legal actions against the Released Parties, as that term is defined, asserting any of Plaintiffs' released claims, and will opt out of any such actions if necessary. For the avoidance of doubt, this is a complete and general release to the maximum extent permitted by law.

Plaintiffs' release set forth herein includes a waiver of all rights under California Civil Code §1542, which provides:

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.

Plaintiffs may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but Plaintiffs expressly agree to fully, finally and forever settle and release any and all claims against the Released Parties, known or unknown, suspected or unsuspected, which exist or may exist on behalf of or against the other at the time of execution of this Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiffs' employment with Defendant.

4. Tax Treatment.

All Individual Settlement Payments shall be allocated as follows: 60% as wages, 15% as interest, and 25% as penalties. The portion of Individual Settlement Payments allocated as wages shall be subject to required withholdings and deductions by the Settlement Administrator and shall be reported on Form W-2 (and such other state or local tax reporting forms as may be required by

law) with respect to the year of payment. Individual PAGA Payments shall be treated 100% as non-wage payments for alleged penalties and shall not be subject to any withholdings or deductions. The Settlement Administrator shall issue I.R.S. Form 1099 if required for all non-wage payments. Defendant shall solely be responsible for paying the employer's share of payroll taxes on the amounts allocated as wages, which amount shall be paid separately from the Total Settlement Amount. Plaintiffs and any Class Member should consult with their tax advisors concerning the tax consequences of any payment they receive under the Settlement.

5. Circular 230 Disclaimer.

Each Party to this Agreement (for purposes of this section, the “acknowledging party” and each Party to this Agreement other than the acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other party or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

6. Preliminary Approval of Settlement.

Plaintiffs will move the Court to grant preliminary approval of this Settlement consistent with the terms of this Agreement, certifying the Class for settlement purposes only and setting a date for a Final Approval Hearing. Class Counsel shall be responsible for preparing the Motion

for Preliminary Approval, supporting declarations, and exhibits thereto, for preliminary approval by the Court. Plaintiffs shall obtain a hearing on a date agreed upon by all counsel, before the Court to request the preliminary approval of the Settlement, and the entry of an order preliminarily approving the proposed Settlement and setting a date for a Final Approval Hearing. All Parties agree to work diligently and cooperatively to have this Settlement presented to the Court for preliminary approval. On the same date on which the Settlement is filed with the Court, Class Counsel shall concurrently submit it to the LWDA in compliance with PAGA. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the order granting preliminary approval.

(a) Consolidating the Lawsuits

As a condition of settlement, prior to filing their Motion for Preliminary Approval of Class Settlement, Plaintiffs Weaver, Kahn and Esquivel must file a Third Amended Complaint (“TAC”) and Amended PAGA Notice with the LWDA to add Sampson Danquah and Marco Lafon as additional named Plaintiffs to their action and PAGA Notice, and to add all claims, including PAGA claims, which are not asserted in their Second Amended Complaint, but that are asserted in the following related matters: (1) *Sampson Danquah v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2022-00014222-CU-OE-CTL; (2) *Marco Lafon v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2023-00016985-CU-OE-CTL, which is now pending in United States District Court, Southern District of California, Case No. 3:23-CV-01037-DMS-JLB; and (3) *Marco Lafon v. Amentum Services, Inc.*, San Diego Superior Court Case No. 37-2023-00041519-CU-OE-CTL, including but not limited to the failure to provide suitable seating, the failure to pay sick wages, the failure to comply with Cal-OSHA work place safety standards, and the failure to adopt standards that minimize excessive indoor heat. The Parties agree to the filing of the Third Amended Complaint by stipulation. Defendant agrees to file an Answer to the Third Amended Complaint within five (5) business days of the Court’s approval of the parties’ stipulation to allow Plaintiffs to file their Third Amended Complaint. Plaintiffs Sampson Danquah and Marco Lafon agree to dismiss without prejudice their separately filed actions upon the Court’s approval granting the filing of the TAC.

7. Settlement Administrator.

Within fifteen (15) calendar days of the Court granting preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Class Notice. The Settlement Administrator shall maintain the Class Information as private and confidential and shall not disclose such data to any persons or entities other than Counsel for Defendant, except that, subject to Defendant's approval, relevant information can be provided to Class Counsel if necessary for Class Counsel to respond to inquiries or requests from Class Members. The Class Information is being supplied solely for purposes of the administration of the Settlement set forth in this Agreement and cannot be used by the Settlement Administrator or Class Counsel for any other purpose. The Parties agree that the Class Information will not be used to solicit Class Members to file any claim, charge, or complaint of any kind whatsoever against the Defendant and/or the Released Parties and will only be used to administer the Settlement under the terms provided herein.

No later than three (3) calendar days after receipt of the Class Information, the Settlement Administrator shall notify counsel for the Parties that the list has been received and state the number of Class Members on the list.

a. Notice by First Class U.S. Mail.

Within 20 calendar days of receipt of the Class Information, the Settlement Administrator will mail copies of the Class Notice via regular First-Class U.S. Mail. The form of the proposed Class Notice will be agreed to by the Parties, and subject to Court approval and modification as necessary to fulfill the Parties' desire to resolve the Lawsuits.

b. Undeliverable Notices.

Any Class Notice returned to the Settlement Administrator as undeliverable on or before the Response Deadline shall be re-mailed once to the forwarding address affixed thereto. If no forwarding address is affixed, the Settlement Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or other search using the name, address and/or social security number of the Class Member whose notice was undeliverable, and shall then re-mail all returned, undelivered mail within ten calendar (10) days of receiving notice that a Class Notice

was undeliverable. Class Members who receive a re-mailed Class Notice shall have their Response Deadline extended twenty (20) calendar days from the original Response Deadline.

c. Disputes Regarding Individual Settlement Payments.

Class Members who disagree with the number of Eligible Workweeks stated on their Class Notice may provide documentation and/or a written explanation to the Settlement Administrator to show contrary information by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine a Class Member's eligibility for, and the amounts of, any Individual Settlement Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Class Members and the Parties. Defendant's records will be given a rebuttable presumption of accuracy.

d. Disputes Regarding Administration of Settlement.

Any disputes not resolved by the Settlement Administrator concerning the administration of the Settlement will be resolved by the Court under the laws of the State of California. Prior to any such involvement of the Court, counsel for the Parties will confer in good faith to attempt to resolve the dispute without involving the Court.

e. Exclusions.

Individuals who fall within the definition of the Class may choose to exclude themselves as Participating Class Members. The Class Notice shall state that Class Members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must be in writing and: (1) contain the name and address of the Class Member requesting exclusion; (2) contain a statement expressing that the Class Member elects to be excluded from the Settlement; (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline and returned to the Settlement Administrator at the specified address. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.

Any Class Members who exclude themselves from the Settlement will not receive an Individual Settlement Payment and will not be bound by the Released Claims, but they will be bound by the PAGA Release and will be sent their Individual PAGA Payment provided that the Class Members are PAGA Settlement Group Members.

Every Class Member who does not validly and timely exclude themselves shall be deemed a Participating Class Member. Not later than then (10) days after the Response Deadline, the Settlement Administrator shall contemporaneously provide to Class Counsel a redacted version of the Exclusion List with names and contact information of the Class members excluded, but containing the employee's identification numbers, or other applied unique identifier(s) for the individuals on the Exclusion list, along with the number of workweeks and/or PAGA Pay Periods at issue in the Request for Exclusion. Plaintiffs will include in the Final Approval Order the employee identification numbers/unique identifiers of the individuals who duly opted out. The Settlement Administrator shall also email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

f. Objections.

The Class Notice shall state that Class Members who wish to object to the Settlement may do so in person at the Final Approval Hearing and/or in writing. Any written objection ("Notice of Objection") must be mailed to the Settlement Administrator by the Response Deadline. The date of mailing on the envelope shall be deemed the exclusive means for determining that a Notice of Objection was timely received. The Notice of Objection must be signed by the Class Member and state: (1) the full name and address of the objecting Class Member; (2) the basis for the objection; and (3) whether the Class Member intends to appear at the Final Approval Hearing. Class Counsel will ensure that any Notice of Objection received by the Settlement Administrator by the Response Deadline is filed with the Court along with the Motion for Final Approval. Any of the Parties may file a response to any objection before the Final Approval Hearing. Any attorney who will

represent an individual objecting to this Settlement who has not filed a written objection must file a notice of appearance with the Court and serve Class Counsel and counsel for Defendant with this notice no later than the Response Deadline. It will also inform Class Members that if they first request exclusion from, and opt out of, the Class and then object, the objections would not be considered valid and that if the Class Members object and then request exclusion from, and opt out of the Class, the Class Members would be deemed to have waived their objection.

8. No Solicitation of Settlement Objections or Exclusions.

The Parties agree to use their best efforts to carry out the terms of this Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit either written objections to the Settlement or Requests for Exclusion, or to appeal from the Court's Final Judgment.

9. Funding of the Qualified Settlement Fund.

No later than ten (10) calendar days after the Effective Date, the Settlement Administrator shall send Defendant's Counsel electronic wiring instructions for paying the Total Settlement Amount (\$7,500,000.00) into the QSF and shall inform Defendant of the amount to be sent to the QSF to pay for the employer's share of payroll taxes under this Settlement. No later than twenty-one (21) calendar days after the Effective Date, Defendant shall fund the QSF.

10. Net Settlement Amount.

The Net Settlement Amount will be determined by the Settlement Administrator by subtracting the Class Counsel Award, Class Representative's Enhancement Award, PAGA Payment, and Settlement Administrator Costs approved by the Court from the Total Settlement Amount. The anticipated Net Settlement Amount is \$4,700,500.00. The Parties estimate the amount of the Net Settlement Amount to be calculated as follows:

Total Settlement Amount:	\$7,500,000.00
Total Requested Class Rep.	
Enhancement Awards:	\$70,000.00
Requested Class Counsel Fees:	\$2,500,000.00
Requested Class Counsel Costs:	\$55,000.00

PAGA Payment to the LWDA:	\$112,500.00
Individual PAGA Payments	\$37,500.00
Settlement Administrator Costs:	\$29,500.00
Net Settlement Amount	\$4,695,500.00

This is a non-reversionary Settlement in which Defendant will pay the entire Total Settlement Amount. No portion of the Total Settlement Amount will revert to Defendant. Any award of less than the amounts requested for enhancements, administrative costs, litigation costs, or attorneys' fees will be returned to the Net Settlement Amount and distributed to the Class.

a. Individual Settlement Payments.

Individual Settlement Payments will be paid from the Net Settlement Amount and shall be paid pursuant to the settlement formula as follows: (i) using the Class Information, the Settlement Administrator will compute the total number of Eligible Workweeks of all Participating Class Members collectively during the Class Period; this sum shall be known as the Workweek Total; (ii) the Settlement Administrator will divide the Net Settlement Amount by the Workweek Total to determine the settlement value for each Eligible Workweek (the "Workweek Value"); and (iii) the Settlement Administrator will multiply the number of Eligible Workweeks of a Participating Class Member during the Class Period by the Workweek Value to determine that Participating Class Member's Individual Settlement Payment.

Within ten (10) business days after the Settlement Administrator disburses all funds of the Total Settlement Amount, the Settlement Administrator will provide Class Counsel and counsels for Defendant with a final report detailing its disbursements (by employee identification number only) of all payments made under this Agreement, including a breakdown of the wage payment and non-wage payment made to each Class Member and the calculations made to arrive at each payment.

Participating Class Members and Class Counsel shall be solely responsible for the reporting and payment of their respective share of any federal, state, and/or local income tax or other tax or any other withholdings, if any, on any of the payments made pursuant to this

Settlement. Defendant makes no representation, and it is understood and agreed that Defendant has made no representation, as to the taxability to any Class Members of any portion of the Individual Settlement Payments, Individual PAGA Payments, the payment of any Class Counsel Award, or the payment of the Class Representative's Enhancement Award. The Class Notice will advise each Class Member to seek his/her own personal tax advice prior to acting in response to the Class Notice, and Defendant, the Class Representative, and Class Counsel agree that each Class Member will have an adequate opportunity to seek tax advice prior to acting in response to the Class Notice.

The Settlement Administrator will report each payment made from the Qualified Settlement Fund to state and federal government authorities, including the Internal Revenue Service, to the extent required by law.

Individual Settlement Payments shall be mailed by regular First-Class U.S. Mail to each Participating Class Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the Settlement.

b. Individual PAGA Payments

The Individual PAGA Payment will be an equal payment to all PAGA Settlement Group Members, calculated as follows: 25% of the PAGA Payment divided by the number of PAGA Settlement Group Members PAGA Pay Periods. If any additional amount is ordered by the Court to be paid for PAGA civil penalties the court-ordered PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount. Individual PAGA Payment checks shall be mailed by regular First-Class U.S. Mail to each PAGA Settlement Group Member's last known mailing address within fifteen (15) calendar days after Defendant fully funds the Settlement.

11. Unclaimed Settlement Payment(s).

Within seven (7) calendar days after one hundred and eighty (180) days of the mailing of the Individual Settlement Payment checks and Individual PAGA Payment checks, funds attributable to unclaimed, undeliverable, or expired checks ("Unclaimed Settlement Payments") shall be cancelled and deposited as follows: to the California Controller's Office, Unclaimed

Property Fund, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384.

12. Class Representative’s Enhancement Awards.

Defendant agrees not to oppose or object to Plaintiffs’ application to the Court for a Class Representatives’ Enhancement Awards of \$70,000.00, allocated as \$15,000 each for Plaintiffs Weaver, Kahn, Danquah, and Esquivel, and \$10,000 for Plaintiff Lafon. The Class Representatives’ Enhancement Awards shall be paid by the Settlement Administrator to Plaintiffs from the Total Settlement Amount no later than fifteen (15) days after Defendant fully funds the Settlement. The Class Representatives’ Enhancement Awards shall be in addition to Plaintiffs’ Individual Settlement Payments as Class Members. Any amount requested by Plaintiffs for the Class Representatives’ Enhancement Awards and not granted by the Court shall return to the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

13. Class Counsel Award.

Defendant agrees not to oppose or object to any application or motion by Class Counsel for attorneys’ fees in the amount of up to one-third (\$2,500,000.00) of the Total Settlement Amount. Defendant further agrees not to oppose any application or motion by Class Counsel for the reimbursement of reasonable litigation costs and expenses associated with Class Counsel’s prosecution of this matter, to be paid from the Total Settlement Amount, not to exceed \$55,000.00. Class Counsel shall be paid the Class Counsel Award by the Settlement Administrator no later than seven (7) calendar days after Defendant fully funds the Settlement. Any amount requested by Class Counsel for the Class Counsel Award and not granted by the Court shall be included in the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

14. Settlement Administrator Costs.

The Parties agree to allocate up to \$29,500.00 of the Total Settlement Amount for Settlement Administrator Costs. The Settlement Administrator shall have the authority and obligation to make payments, credits and disbursements to Participating Class Members in the

manner set forth herein, calculated in accordance with the methodology set out in this Agreement and orders of the Court. The Parties agree to cooperate in the Settlement administration process and to make reasonable efforts to control and minimize the cost and expenses incurred in administration of the Settlement.

In the event an appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, but any fees incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the Court's Final Judgment or any other appellate review, shall be paid to the Settlement Administrator by Defendant within thirty (30) days of said notification.

a. Responsibilities of the Settlement Administrator.

In addition to establishing the Qualified Settlement Fund, the Settlement Administrator shall be responsible for the following: creating a plan of settlement administration and settlement fund distribution; using the data provided by Defendant to calculate each Class Member's approximate Individual Settlement Payment; ascertaining the identity and whereabouts of the Class Members and mailing the Class Notice to them; communicating with Class Members as necessary; printing and mailing the Class Notice and tax forms to the Participating Class Members as directed by the Court; receiving and reporting Requests for Exclusion and objections; processing and mailing payments to Plaintiffs, Class Counsel, and Participating Class Members; notifying the Parties of, and resolving any disputes regarding, the calculation of Class Members' Individual Settlement Payment; complying with all tax reporting notice and filing requirements; carrying out all other duties related to the Qualified Settlement Fund's documentation and filing; providing declaration(s) as necessary in support of preliminary and/or final approval of this Settlement; providing status reports as needed, among other administrative duties; and other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities.

15. Payment to the LWDA.

Seventy-five percent (75%) of the PAGA Payment will be paid by the Settlement Administrator to the LWDA from the funding of the Total Settlement Amount. Any additional amount ordered by the Court to be paid as the PAGA Payment shall be paid from the Total Settlement Amount; in no event shall Defendant be required to pay in excess of the Total Settlement Amount. The LWDA shall be paid its portion of the court-approved PAGA Payment no later than fifteen (15) calendar days after Defendant fully funds the Settlement. Any amount requested for the PAGA Payment and not granted by the Court shall be included in the Net Settlement Amount and be distributed to Participating Class Members as provided in this Agreement.

16. Final Approval Hearing and Entry of Final Judgment.

Upon expiration of the Response Deadline, with the Court's permission, a Final Approval Hearing shall be conducted to determine whether the Settlement will be finally approved, including the requested Class Counsel Award, the requested Class Representatives' Enhancement Awards, the PAGA Payment, and Settlement Administrator Costs.

17. Final Approval Order.

The Parties will request that the Court enter, after the Final Approval Hearing, an order granting final approval and a Final Judgment. The proposed order granting final approval will certify the Class; find that this Agreement is fair, just, adequate, and in the best interests of the Class; approve the PAGA Payment; address other terms of the Settlement; and require the Parties to carry out the provisions of this Agreement. The Parties shall jointly prepare the proposed order granting final approval. Plaintiffs shall be responsible for preparing the Motion for Final Approval, and any motion requesting the Class Counsel Award and Class Representative's Enhancement Award, supporting declarations, and exhibits thereto, for final approval by the Court. Class Counsel agrees to provide Counsel for Defendant with drafts of the brief they intend to submit in support of their Motion for Final Approval at least seven (7) calendar days in advance of filing to allow Counsel for Defendant a reasonable time to review and comment on such papers and further agrees to reasonably consider and/or incorporate the comments from Counsel for

Defendant. The Parties must meet and confer and make all reasonable efforts to agree on any modifications to this Agreement or other supporting documents that will result in entry of the order granting final approval.

18. Nullification of Settlement/Option to Void/Pro Rata Increase.

In the event: (i) the Court denies preliminary approval of the Settlement despite the reasonable efforts of the Parties, and indicates it will not grant preliminary approval of the Settlement under any circumstances; (ii) the Court denies final approval of the Settlement despite the reasonable efforts of the Parties, and indicates it will not grant final approval of the Settlement under any circumstances; (iii) the Court refuses to enter a Final Judgment as provided herein; or (iv) the Settlement does not become final for any other reason, this Settlement shall be null and void and any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning. In that event, any fees already incurred by the Settlement Administrator shall be split equally by the Parties.

If more than 10% of Class Members opt out of the settlement by submitting valid Requests for Exclusion per section III.7.e. herein, Defendant has the option to void this settlement within fifteen (15) business days of notification by the Settlement Administrator after the Response Deadline of the total number of Requests for Exclusion, via a written notice to Plaintiffs' counsel. If Defendant exercises this option, the Settlement will become void and unenforceable in its entirety and the Parties shall be returned to their status as if this Agreement had not been executed, except that any fees already incurred by the Settlement Administrator up to that date of Defendant exercising its Option to Void shall be paid by Defendant.

It is estimated that there are approximately 4,339 Class Members who worked an estimated 365,867 workweeks during the Class Period as of January 17, 2024. Should the number of workweeks in the Class Period exceed 365,000 by more than 10% (36,500 workweeks) or exceed a total of 401,500 workweeks, Defendant will have the option to either increase the Gross Settlement Amount pro rata per additional workweek or to have the Class Release extend only through the date that the workweeks reach 401,500. Defendant must make this election no later than fifteen (15) business days following the date of preliminary approval.

19. Class Certification.

The Parties are agreeing to class certification for settlement purposes only. This Agreement shall not constitute, in this or any other proceeding, an admission of any kind by Defendant, including without limitation, that certification of a class for trial or any other purpose is appropriate or proper or that Plaintiffs can establish any of the requisite elements for class or representative treatment of any of the claims in the Lawsuits.

If, for any reason, the Settlement is not approved, this Agreement will be void and the Parties will be restored to their respective positions as if the Class had never been certified. The Parties further agree that this Agreement will not be admissible in this or any other proceeding as evidence that: (i) a class action should be certified or not decertified; (ii) either matter may proceed as a representative action; or (iii) Defendant has any obligation or liability to Plaintiffs or any Class Member other than according to the Settlement's terms. In the event the Settlement is not approved or otherwise voided, Defendant expressly reserves all rights to challenge certification of a class, or the Plaintiffs' ability to maintain a representative action, for all purposes.

20. Confidentiality Provision

The Parties and attorneys will keep the settlement confidential through preliminary approval; thereafter, the Parties will agree to make no comments to the media or otherwise publicize the terms of the settlement. Notwithstanding the above: (i) Plaintiffs' counsel can include publicly-available information about the case in their declarations filed in other cases establishing their qualifications as counsel; (ii) Plaintiffs' counsel is not prohibited from discussions regarding the settlement with Plaintiffs, Class members, the LWDA or the courts in which the Weaver, Danquah and/or Lafon actions are pending; (iii) Plaintiffs are not prohibited from discussing the settlement with their spouses, attorneys, or tax advisors; and (iv) Defendant is not prohibited from engaging in internal discussions with leadership and management regarding the terms of the settlement.

21. No Effect on Employee Benefits.

Amounts paid to Plaintiffs, Participating Class Members and/or PAGA Settlement Group Members pursuant to this Settlement shall be deemed not to have any effect on the eligibility for,

or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.), if any, for which Plaintiffs or Participating Class Members or PAGA Settlement Group Members were eligible during their employment.

22. No Admission by Defendant.

Defendant denies any and all claims alleged in the Lawsuits and denies all wrongdoing whatsoever. This Agreement is not a concession or admission and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession, or omission by Defendant.

23. Representation.

All Parties have been represented by counsel throughout all negotiations which preceded the execution of this Settlement, and all Parties have been advised by counsel prior to entering into this Settlement.

Class Counsel represents that they do not currently represent any current or former employee who worked for Defendant in connection with any other filed or anticipated claims, charges, grievances, or complaints against Defendant. Class Counsel also represent that Class Counsel have not used any information obtained in the Lawsuits to solicit or assist any other persons or attorneys to commence a claim or proceeding against Defendant.

24. Exhibits and Headings.

The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

25. Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that the Lawsuits shall be stayed in their entirety except for the proceedings necessary to implement and complete the Settlement. The Parties stipulate that the time with which *Stephen V. Weaver, et al. vs. Amentum Services, Inc.*, San Diego County Superior Court No. 37-2021-00049868-CU-OE-CTL must be brought to

trial under California Code of Civil Procedure, § 583.310 shall be extended pursuant to California Code of Civil Procedure, § 583.330 by the number of calendar days equal to the time period between January 17, 2024 (the date of the Parties' mediation) through the latest of the following dates: (a) the day that the Court has entered a final Order and Judgment approving the Stipulation of Settlement; or (b) the day the Settlement becomes null and void because (i) Defendant exercises its option to void this Agreement pursuant to paragraph III(18); (ii) the Court denies preliminary approval of Settlement despite the reasonable efforts of the Parties, and indicates it will not grant preliminary approval of the Settlement under any circumstances; (ii) the Court denies final approval of Settlement despite the reasonable efforts of the Parties, and indicates it will not grant final approval of the Settlement under any circumstances; (iv) the Court refuses to enter a Final Judgment as provided herein; or (v) the Settlement does not become final for any other reason.

26. Amendment or Modification.

This Agreement may be amended or modified only by a written instrument signed by the Parties or their successors-in-interest.

27. Entire Agreement.

This Agreement and any attached Exhibits constitute the entire agreement among these Parties, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Agreement and its Exhibits. The Parties are entering into this Agreement based solely on the representations and warranties herein and not based on any promises, representation, and/or warranties not found herein.

28. Authorization to Enter into Settlement.

Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of

any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement. The person signing this Agreement on behalf of Defendant represents and warrants that he or she is authorized to do so. Plaintiffs represent and warrant that they are authorized to sign this Agreement and they have not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

29. Binding on Successors and Assigns.

This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto.

30. California Law Governs.

All terms of this Agreement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

31. Counterparts.

This Agreement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

32. Jurisdiction of the Court.

Pursuant to California Code of Civil Procedure section 664.6 and as otherwise allowed by law, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

33. Invalidity of Any Provision.

Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

WHEREFORE, Plaintiffs, on behalf of themselves and the Class Members and PAGA Settlement Group Members, and Defendant have executed this Agreement as of the dates set forth

below.

IT IS SO AGREED:

Dated: October 8, 2024

PLAINTIFF STEPHEN V. WEAVER

Stephen Vincent Weaver
Stephen Vincent Weaver (Oct 8, 2024 09:24 PDT)

Dated: _____

PLAINTIFF ZUBEIR KHAN

Dated: _____

PLAINTIFF CHAD M. ESQUIVEL

Dated: _____

PLAINTIFF SAMPSON DANQUAH

Dated: _____

PLAINTIFF LAFON

Dated: _____

DEFENDANT AMENTUM SERVICES,
INC.

By: Stuart Young

below.

IT IS SO AGREED:

Dated: _____

PLAINTIFF STEPHEN V. WEAVER

Dated: 9/24/2024

PLAINTIFF ZUBEIR KHAN


Zubeir Khan (Sep 24, 2024 12:58 PDT)

Dated: _____

PLAINTIFF CHAD M. ESQUIVEL

Dated: _____

PLAINTIFF SAMPSON DANQUAH

Dated: 10/3/2024

PLAINTIFF LAFON

Signed by:

DFB3834043BC4B7

Dated: _____

DEFENDANT AMENTUM SERVICES,
INC.

By: Stuart Young

below.

IT IS SO AGREED:

Dated: _____

PLAINTIFF STEPHEN V. WEAVER

Dated: _____

PLAINTIFF ZUBEIR KHAN

Dated: September 25, 2024

PLAINTIFF CHAD M. ESQUIVEL

Chad Esquivel
Chad Esquivel (Sep 25, 2024 16:39 PDT)

Dated: _____

PLAINTIFF SAMPSON DANQUAH

Dated: _____

PLAINTIFF LAFON

Dated: _____

DEFENDANT AMENTUM SERVICES,
INC.

By: Stuart Young

below.

IT IS SO AGREED:

Dated: _____

PLAINTIFF STEPHEN V. WEAVER

Dated: _____

PLAINTIFF ZUBEIR KHAN

Dated: _____

PLAINTIFF CHAD M. ESQUIVEL

Dated: 09 / 30 / 2024

PLAINTIFF SAMPSON DANQUAH



Dated: _____

PLAINTIFF LAFON

Dated: _____

DEFENDANT AMENTUM SERVICES,
INC.

By: Stuart Young

below.

IT IS SO AGREED:

Dated: _____

PLAINTIFF STEPHEN V. WEAVER

Dated: _____

PLAINTIFF ZUBEIR KHAN

Dated: _____

PLAINTIFF CHAD M. ESQUIVEL

Dated: _____

PLAINTIFF SAMPSON DANQUAH

Dated: _____

PLAINTIFF LAFON

Dated: 9/18/2024

DEFENDANT AMENTUM SERVICES,
INC.

Stuart Young

By: Stuart Young

APPROVED AS TO FORM:

Dated: 9/30/2024

AEGIS LAW FIRM, PC



Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Alex J. Valle
Attorneys for Plaintiffs Weaver, Khan,
and Esquivel

Dated: _____ SCHNEIDER WALLACE COTTRELL
KONECKY LLP

Carolyn Cottrell
Attorneys for Plaintiff Danquah

Dated: 10/4/24

BRADLEY GROMBACHER



Marc Bradley
Attorneys for Plaintiff Lafon

APPROVED AS TO FORM:

Dated: _____

AEGIS LAW FIRM, PC

Kashif Haque
Samuel A. Wong
Jessica L. Campbell
Alex J. Valle
Attorneys for Plaintiffs Weaver, Khan,
and Esquivel

Dated: September 30, 2024

SCHNEIDER WALLACE COTTRELL
KONECKY LLP



Carolyn Cottrell
Attorneys for Plaintiff Danquah

Dated: _____

BRADLEY GROMBACHER

Marc Bradley
Attorneys for Plaintiff Lafon

Dated: September 23, 2024

JACKSON LEWIS P.C.

A handwritten signature in dark ink that reads "Mia Farber". The signature is written in a cursive, flowing style.

Mia Farber
Lara P. Besser
Annalyse E. Butler
Attorneys for Defendant Amentum Services,
Inc.