CONFIDENTIAL SETTLEMENT AGREEMENT AND RELEASE

This Confidential Settlement Agreement and Release ("**Agreement**") is entered into by and between **Michael Dee** ("**Dee**") on one hand, and **G&H Solutions, Inc.** (the "**Company**") and Guy Zrachya ("**Zrachya**") (jointly "**Defendants**"), on the other hand, as of the Effective Date (as defined below). Dee and Defendants are jointly referred to as the "**Parties**" or individually referred to as a "**Party.**"

WHEREAS, Dee was employed by the Company from November 20, 2025 through December 22, 2022;

WHEREAS, on or about January 23, 2025, Dee filed a class action lawsuit against Defendants captioned *Michael Dee, Jr., an individual, on behalf of himself and all others similarly situated v. G&H Solutions, Inc. et al.*, in the Superior Court of the State of California, Los Angeles, Case No. 25STCV01870, alleging causes of action for: (1) unpaid overtime wages pursuant to Labor Code § 510; (2) failure to issue accurate wage statements pursuant to Labor Code § 226; (3) waiting time penalties for nonpayment of wages upon separation pursuant Labor Code §§ 201-203; and (4) unfair business practices in violation of California Business & Professions Code §§ 17200 *et seq.* (the "**Action**");

WHEREAS, on or about January 23, 2025, Dee sent a letter to the California Labor & Workforce Development Agency indicating that he intends to pursue claims against the Company under the Private Attorneys General Act for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 226, 227.3 and 510 (the "**PAGA Letter**").

WHEREAS, on or about July 1, 2025, Dee filed a First Amended Complaint in the Action adding a cause of action under the Labor Code Private Attorneys General Act, Labor Code 2698 *et seq.* ("**PAGA**"), seeking penalties on behalf of Dee and other "aggrieved employees" for alleged violations of Labor Code sections 201, 202, 203, 204, 206, 226, 227.3 and 510.

WHEREAS, Defendants vigorously dispute Dee's allegations and contend the Company has provided its employees, including Dee, with all compensation to which they are legally entitled and has otherwise complied with all applicable laws, and that Dee's claims therefore have no merit. Defendants further contend that Dee is not entitled to pursue his claims on behalf of himself or as a representative of others in a class, collective or representative action and that the case should not proceed as a class, collective or representative action.

WHEREAS, Dee and his counsel do not currently represent any certified class or group in connection with the claims set forth in the Action and no motion for class, collective or representative treatment has been filed with respect to such claims.

WHEREAS, the Parties have engaged in arm's-length, good faith settlement negotiations and have agreed to fully and finally resolve any all claims or disputes Dee may have with respect to Defendants, including, but not limited to, those set forth in the Action and/or the PAGA Letter pursuant to the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the provisions and agreements set forth hereinafter, and for good and valuable consideration, the sufficiency of which is acknowledged by both Parties, the Parties agree as follows:

1. **Recitals.** The Recitals set forth above are expressly incorporated into this Agreement.

2. **Settlement Amount.**

(a) In consideration for Dee timely entering into this Agreement, and for the covenants and releases contained herein, the Company will pay Dee the total sum of **ten thousand dollars ($10,000.00)** (the "**Settlement Payment**"), as follows:

(i) One check payable to Haulk & Herrera LLP in the amount of Five Thousand Eight Hundred Forty-Three Dollars and Seventy-Five Cents [$5,843.75], no withholdings; and

(ii) One check payable to Michael Dee in the amount of Four Thousand One Hundred Fifty-Six Dollars and Twenty-Five Cents [$4,156.25].

(b) Each of the aforementioned checks shall be delivered to Haulk & Herrera LLP ("**Dee's Counsel**"), located at 100 Pine Street, Suite 1250, San Francisco, CA 94111. Prior to, and as a condition, of these payments being made, Dee and Dee's Counsel will each provide the Company's counsel with a complete and executed IRS Form W-9 within five (5) days of the Effective Date of this Agreement. Subject to the other terms of this Agreement, the Company will pay the Settlement Payment within 15 days after the following events occur: (i) this Agreement is fully executed by the Parties; (ii) the Company's counsel receives Dee's and Dee's Counsel's completed IRS W-9 Forms as required in this section; (iii) Dee satisfies with the provisions in Section 3 below regarding dismissal of the Action; and (iv) the Court dismisses the Action with prejudice as to Dee's individual claims and without prejudice as to the potential claims of putative class members and "aggrieved employees." Other than as expressly outlined herein, the Parties shall be responsible for their respective costs, attorneys' fees and other expenses incurred as a result of or relating to this Agreement, the Action, and/or the PAGA Letter. An IRS form 1099 will be issued to Dee and Dee's Counsel by the Company with respect to the Settlement Payment.

(c) Dee understands and agrees that Dee is solely responsible for the payment of all taxes which may be due with respect to the Settlement Payment and acknowledges and agrees that Defendants make no representations as to any tax consequences arising from the Settlement Payment. Dee will indemnify and hold the Company and/or Zrachya harmless in the event any taxing authority seeks payment from it for any taxes or penalties in connection with the Settlement Payment. Moreover, Dee understands and agrees that any tax consequences and/or liability arising from the aforementioned payments shall be his sole responsibility.

3. **Dismissal of Action.** This Agreement is expressly conditioned upon full and proper execution of a Request for Dismissal and Declaration pursuant to California Rule of Court 3.770, and the actual dismissal of the Action with prejudice as to Dee's individual claims and without prejudice as to the potential claims of other putative class members and "aggrieved employees." If the Court refuses or fails to dismiss Dee's individual claims in the Action with prejudice and without prejudice as to any other alleged putative class members "aggrieved employees," this

Agreement shall be null and void and Dee will not be entitled to receive the Settlement Payment amounts. Dee agrees to cooperate with Defendants in taking any steps that may be required or that the Company may reasonably deem necessary to carry out the implementation or enforcement of this Agreement. "Cooperate" includes, but is not limited to, providing the Company with any and all signed documents or other materials needed to carry out the purposes of this Agreement.

4. Waiver and Release.

(a) General Waiver and Release. In exchange for the promises and agreements contained herein and the Settlement Payment described above, Dee, on behalf of his heirs, family members, executors, agents and assigns, hereby irrevocably and unconditionally fully and completely releases the Released Parties (as defined below) from any and all claims, charges, complaints, grievances, liabilities, obligations, promises, agreements, lawsuits (including claims for attorneys' fees, costs, back pay, front pay, punitive damages, and/or compensatory damages), disability benefits, medical and hospital expenses, actions, causes of action, demands, losses, debits and expenses of any nature whatsoever, whether known or unknown, suspected or unsuspected, vested or contingent, and whether concealed or hidden, which has been or could have been asserted by Dee or on Dee's behalf in any forum by reason of any and all acts, omissions, events, transactions, circumstances or facts existing or occurring through the date Dee signs this Agreement, including, without limitation, with respect to circumstances arising out of or connected with Dee's employment with the Company, the termination of Dee's employment with the Company, or any other event or circumstance between Dee and Defendants, including, without limitation, the claims alleged or that could have been alleged in the Action and/or the PAGA Letter.

The "**Released Parties**" shall include Guy Zrachya, the Company and all of its parent companies, subsidiaries, and affiliates, as well as all related companies, partnerships, affiliated entities or joint ventures and, with respect to each of them, their predecessors and successors; and, with respect to each such entity, all of its past, present, and future employees, officers, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under or in concert with any of the persons or entities listed in this subsection, and their successors. The release specifically includes without limitation the following:

- any and all claims related to compensation, pay, payments, proceeds, cash flow, capital gains, commissions, hours, bonuses, pension, 401(k) benefits, disability, physical or mental affliction, benefits including paid sick leave, family leave or vacation days and payment for unused vacation, terms and conditions of employment, attorney fees or costs, including, but not limited to, claims for unpaid, miscalculated or untimely payment of wages and/or overtime and/or double time, meal periods, rest periods, premium pay in lieu of meal and/or rest periods, inaccurate or untimely wage statements, untimely payment of wages during employment and after termination, the provision of and/or reimbursement for necessary business expenses, including the purchase of uniforms, tools, and/or other equipment, pre- and post-judgment interest, compensatory and statutory compensation, general damages, disgorgement, declaratory relief, statutory damages, accounting of all minimum wages and sums allegedly unlawfully withheld as a result thereof, injunctive relief, restitution, civil, statutory and any other penalties and interest as a result thereof;

- any and all claims of discrimination, harassment or retaliation on the basis of all protected categories under applicable law, including, without limitation, age, race, color, gender, pregnancy, national origin, ancestry, religion, disability, sexual orientation or preference, leave rights, familial status, veteran status, or any other characteristic protected by applicable federal, state, or local law;

- any and all claims of retaliation, including whistleblower-type claims, and claims of retaliation for engaging in activity protected by statute, regulation, or common law;

- any and all claims arising out of or related to each of the following federal statutes: the Reconstruction-Era Civil Rights Acts, as amended; Title VII of the Civil Rights Act of 1964.; the Rehabilitation Act of 1973; the Employee Retirement Income Security Act of 1974; the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendments Act of 2008; the Family and Medical Leave Act; the Age Discrimination in Employment Act; the Immigration Reform and Control Act; the Worker Adjustment and Retraining Notification Act; the Fair Credit Reporting Act; the Employee Polygraph Protection Act; the Genetic Information Non-Discrimination Act; the Sarbanes Oxley Act; the National Labor Relations Act; the Fair Labor Standards Act; the Occupational Safety and Health Act; the Equal Pay Act; and all other federal, state or local statute, ordinance, order, common law, or public policy that may be waived by agreement, including the laws of any other country;

- any and all claims under the California Fair Employment and Housing Act; the California Equal Pay Act; the California Minimum Wage Law; the California Wage Payment Law; the California Personnel Record Law; the California Worker Adjustment and Retraining Notification Act; the Private Attorneys General Act; the California Investigative Consumer Reporting Agencies Act; the California Consumer Credit Reporting Act, California's Unfair Competition Law, all other provisions of the California Labor Code, the California Business and Professions Code, the California Government Code, including, but not limited to, claims under California Labor Code sections 201, 202, 203, 204, 210, 221, 222, 223, 218.6, 226, 226.7, 226.8, 256, 510, 512, 558, 558.1, 1174, 1175, 1194, 1194.5, 1197, 1197.1, 1198, 1199, 2698 *et seq.* (the Private Attorneys General Act of 2004), 2800, 2802, Business and Professions Code section 17200 *et seq.*, applicable Industrial Welfare Commission Wage Orders, California Code of Regulations, Title 8, section 11000 *et seq.*, and all other contractual, statutory or common law claims that may be waived by agreement;

- any and all claims based on a theory of breach of express or implied contract, promissory estoppel, breach of good faith and fair dealing, wrongful termination, fraud, negligent misrepresentation, violations of public policy, infliction of emotional distress, assault and/or battery, defamation, loss of consortium, unjust enrichment or any other tort or common law; and

- any and all claims arising out of or related to any employee handbooks, personnel manuals, or employment policies.

The Parties specifically agree that Dee's release is intended to be as broad in scope as possible under all applicable laws, and that it specifically includes the release of all claims arising out of or related in any way to Dee's employment with the Company. This waiver and release shall not be construed to include any claim or claims that cannot, as a matter of law, be released by private agreement.

(b) Release of Unknown Claims. Dee expressly waives the benefit of any statute or rule of law which, if applied to this Agreement, would otherwise preclude from its binding effect any claim against any released party not now known by employee to exist, including, if employee lives or works in California, any benefit under section 1542 of the California Civil Code, which states as follows:

> **"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."**

In connection with such waiver and relinquishment, Dee acknowledges that Dee is aware that he may later discover facts in addition to or different from those which Dee currently knows or believes to be true with respect to the subject matter of this Agreement, but that it is Dee's intention hereby to fully, finally and forever settle and release all of these matters which now exist, or previously existed, whether known or unknown, suspected or unsuspected. In furtherance of such intent, the releases given herein shall be and shall remain in effect as a full and complete release, notwithstanding the discovery or existence of such additional or different facts.

(c) Covenant Not to Sue. Dee agrees that Dee will not file any suit, claim, proceeding or complaint against the Company or any of the Released Parties arising out of or in connection with any claims released herein, except as required to enforce the terms of this Agreement. Nothing in this Agreement shall be construed to prevent Dee from exercising the rights set forth in the "Protected Rights" section below. However, by signing this Agreement and receiving the consideration reflected herein, Dee expressly waives the right to file an individual, class, collective or representative action lawsuit against the Released Parties or, to the maximum extent permitted by applicable law, to recover any equitable or monetary relief from the Released Parties in any claim, action, or suit against the Released Parties which is brought by or through any federal, state, or local agency, or anyone else representing or purporting to represent Dee's interests, except with respect to any monetary recovery under the Dodd-Frank Wall Street Reform and Consumer Protection Act and the Sarbanes-Oxley Act of 2002. Accordingly, Dee hereby waives and gives up any right to become, and promises not to consent to become or to continue to serve as a member, representative or named plaintiff of any class, collective, multi-party or representative action or proceeding in which claims are asserted against any of the Released Parties in connection with or arising from any of the claims released herein through the date Dee signs this Agreement. To the maximum extent permitted by applicable law, Dee specifically waives his right to serve as a representative plaintiff under PAGA on behalf of any of the Released Parties' current or former employees with respect to claims against the Company. If, without Dee's prior knowledge and consent, Dee is made a member of a class, collective and/or representative action, Dee will timely opt out of the class, collective and/or representative action and will not participate in such action.

(d) No Intent. Dee represents and warrants that he is not aware of any person or entity who has currently expressed intent to assert or file claims against any of the Released Parties based upon the same or similar allegations as those presented or that could have been presented in the Action and/or the PAGA Letter. Further, Dee's Counsel represent and warrant that, with respect to any claims based on allegations that are the same or similar to those presented or that could have been presented in the Action and/or the PAGA Letter: (i) they are not aware of any other claims or potential claimants, plaintiffs, representative plaintiffs, class members or attorneys who intend to make demands or bring litigation against the Company; (ii) they have no present intention to make any demands or bring litigation against the Company; (iii) they do not currently represent any other party who expressed an intention to assert claims or bring litigation against the Company; and (iv) they will not affirmatively solicit potential claimants or clients to make demands on or bring litigation against the Company. Nothing in this paragraph shall be construed as a restriction or contravention of the laws of the state of California or any state in the United States, of the right of Dee's Counsel to practice law. This representation and warranty is of the essence to and a material term of this Agreement.

5. **Good Faith Dispute.** Dee acknowledges and agrees that Labor Code section 206.5 is not applicable to him because there is a good faith dispute over whether any wages are owed to Dee. Section 206.5 provides in pertinent part that **"[n]o employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made."**

6. **Dee's Representations.** As of the date Dee signs this Agreement, Dee makes the following representations:

(a) Receipt of All Compensation. Except as set forth in the Action and/or the PAGA Letter (which are being resolved herein), Dee has received all compensation, salary, wages, bonuses, commissions, accrued vacation/paid time off, premiums, reimbursable expenses, incentive compensation, and/or any and all other benefits and compensation to which Dee is entitled and which are currently due and payable. Dee specifically represents that Dee is not due to receive any commissions or other incentive compensation from the Company other than as set forth in this Agreement. Amounts to which Dee is entitled pursuant to this Agreement which are not currently due and payable have not yet been received by Dee.

(b) No Pending Litigation. Dee represents that, other than the Action (which is being dismissed pursuant to this Agreement), Dee has no lawsuits, claims, charges, or actions pending in Dee's name, or on behalf of any other person or entity, against the Company or any of the other Released Parties in any local, state, or federal court, or with any local, state, or federal administrative agency or board, relating to any event that occurred prior to or on the date Dee signs this Agreement. Dee represents that Dee has not assigned or otherwise transferred, or purported to assign or transfer, any claim or other matter released by this Agreement to any other person. Dee's signature constitutes a representation and warranty that Dee has reported to the Company any on the job and/or occupational injury; Dee has been granted any leave or accommodation to which Dee was entitled under the Family Medical Leave Act, the Americans with Disabilities Act, as well as any related or similar federal, state, or local leave or disability accommodation laws; Dee has not been retaliated against for reporting any allegations of wrongdoing by the Company or its officers or for any other reason; and Dee has reported all hours worked at the Company and has received all meal and rest period required by applicable law.

7. **Confidentiality.** Subject to the Protected Rights section below and to the maximum extent permitted by applicable law, Dee agrees to maintain in complete confidence the existence of this Agreement, and the contents and terms of this Agreement, including the Settlement Payment (hereinafter collectively referred to as "**Settlement Information**"), as such confidentiality is the mutually beneficial preference of both Dee and the Company, supported by the valid, bargained-for consideration described herein. Except as required by law, Dee may disclose Settlement Information only to Dee's spouse, the Court in any proceedings to enforce the terms of this Agreement, Dee's attorney(s), and Dee's accountant and any professional tax advisor to the extent that they need to know the Settlement Information in order to provide advice on tax treatment or to prepare tax returns; provided that such individuals must first agree to be bound by this confidentiality provision. Dee agrees that Dee will not publicize, directly or indirectly, any Settlement Information to all other third parties. Notwithstanding the foregoing, this Agreement does not prevent Dee from disclosing the Agreement for purposes of challenging or enforcing it or pursuant to legal process; provided, however that Dee will file details regarding the Settlement Payment under seal.

8. **Trade Secrets and Confidential Information**

(a) Dee acknowledges that during the course of his employment with the Company, Dee had access to the Company's confidential, proprietary, and trade secret information. Dee agrees to hold in strict confidence, and not to use, copy, transfer, or disclose to any person or entity in any way without the Company's prior written authorization, any and all confidential, proprietary, and trade secret information learned by Dee as a result of Dee's employment with the Company, including, but not limited to, proprietary information; financial information; technical data; trade secrets and know-how; software; source code, including computer code and associated comments and revision histories, formulas, engineering specifications, or schematics that define or otherwise describe in detail the algorithms of software or hardware designs; technology; engineering; sales information; information relating to the finances of the Company; sales reports; strategic plans; business plans; product specifications; personal information of the Company's clients, their budgets, home addresses, selections, plans, and other information concerning their personal lives, homes, and families; and legal, economic, and business data and/or information. Dee further agrees that Dee will not utilize confidential, proprietary or trade secret information for any purpose. Dee hereby acknowledges receipt of the following notice required pursuant to 18 U.S.C. § 1833(b)(1): "An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal."

9. **Non-Disparagement.** Dee agrees to refrain from knowingly making any untrue or defamatory comments or statements about the Company or Zrachya in any manner likely to be harmful to the or its business or business reputation, including, but not limited to, on postings on social media. For avoidance of doubt, the foregoing shall not be violated by statements that Dee

reasonably believes to be true in response to legal process, as required by governmental testimony or filings, or in administrative or arbitral proceedings (including, without limitation, depositions in connection with such proceedings). Dee shall direct any inquiries by potential future employers to the Company's human resources department, which shall use its best efforts to provide only the Dee's last position and dates of employment.

10. **Non-Admission.** Dee understands and acknowledges that this Agreement constitutes a compromise and settlement of any and all actual or potential disputed claims by Dee. No action taken by the Company hereto, either previously or in connection with this Agreement, shall be deemed or construed to be (a) an admission of the truth or falsity of any actual or potential claims or (b) an acknowledgment or admission by the Company of any fault or liability whatsoever to Dee or to any third party.

11. **Protected Rights.** Nothing in this Agreement:

a) prevents Dee from communicating with, filing a charge or complaint with, providing documents or information voluntarily or in response to a subpoena or other information request to, or from participating in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), the National Labor Relations Board (NLRB), the Securities and Exchange Commission (SEC), the Occupational Safety and Health Administration (OSHA), the Department of Labor (DOL), law enforcement, or any other federal, state, or local agency charged with the enforcement of any laws, or from responding to a subpoena or discovery request in court litigation or arbitration;

b) precludes, restricts, or impedes Dee from exercising his rights, if any, under section 7 of the National Labor Relations Act or under similar state law to engage in other concerted activities for collective bargaining or other mutual aid or protection with other employees, including discussing Dee's compensation or terms and conditions of employment;

c) limits Dee's right to testify in an administrative, legislative, or judicial proceeding concerning alleged criminal conduct or alleged discrimination, harassment, or retaliation by the Company or its agents or employees when required or requested by a court order, subpoena, or written request from an administrative agency or the legislature;

d) prevents Dee from filing or disclosing any facts necessary to receive unemployment insurance, Medicaid, or any other public benefits;

e) prevents Dee from discussing or disclosing information about unfair employment practices or unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Dee has reason to believe is unlawful; or

f) prevents Dee from making truthful statement or disclosures about alleged unlawful discrimination, harassment or retaliation.

12. **Entire Agreement.** This Agreement contains the entire agreement between the Parties and may be modified only by a subsequent written agreement signed by the same Parties. This

Agreement supersedes all previous agreements (whether written or oral) between Dee and the Company. No representations, oral or otherwise, express or implied, other than those specifically referred to in this Agreement, have been made by any party hereto. This Agreement may be modified only by written agreement signed by all Parties. Each Party hereto agrees to execute all such further and additional documents and instruments as shall be necessary or expedient to carry out the provisions of this Agreement, and further agrees to promptly and in good faith undertake all reasonable acts to effectuate the provisions of this Agreement.

13. Severability. The provisions of this Agreement are severable. If any provision of this Agreement shall be found by a court to be invalid or unenforceable, in whole or in part, then such provision shall be construed and/or modified or restricted to the extent and in the manner necessary to render the same valid and enforceable, or shall be deemed excised from this Agreement, as the case may require, and this Agreement shall be construed and enforced to the maximum extent permitted by law, as if such provision had been originally incorporated herein as so modified or restricted, or as if such provision had not been originally incorporated herein, as the case may be. Notwithstanding the foregoing, if the Release in section 4 is held to be invalid, void or unenforceable by a court of competent jurisdiction or by an administrative agency for any reason as a result of actions or inactions by Dee or anyone acting on his behalf, such ruling shall render this Agreement void and Dee shall tender back to the Company the Settlement Payment within 30 days of such determination, to the maximum extent permitted by applicable law.

14. Construction. The various titles of the sections herein are used solely for convenience and shall not be used for interpreting or construing any word, clause, section, paragraph, or subparagraph of this Agreement. This Agreement and the documents and instruments executed in connection with this Agreement are the product of negotiations between counsel for the Parties. Accordingly, in construing this Agreement, none of the Parties to this Agreement shall have any term or provision, or any uncertainty or ambiguity as to any term or provision herein, construed against such party solely by reason of such party having drafted the same, as a result of the manner of the preparation of this Agreement, or otherwise. Each term and provision of this Agreement shall be construed and interpreted so as to render it enforceable. In the event any provision of this Agreement is held to be illegal or unenforceable, the remainder of this Agreement shall be binding and enforceable.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without regard to conflicts-of-laws principles.

16. Arbitration.

(a) The Parties mutually agree that any and all controversies, claims or disputes between them (or any related Released Party) regarding any aspect of this Agreement and/or Dee's employment with the Company and the termination thereof, shall be resolved by final and binding arbitration as set forth in this section. The Parties further agree that any arbitration shall be administered and conducted by JAMS pursuant to the JAMS Employment Arbitration Rules in effect as of the date either Party initiates arbitration, as modified by this Agreement. Dee acknowledge that at the time Dee signed this Agreement, the then-applicable JAMS rules were posted on the JAMS website at http://www.jamsadr.com or by using an internet search service such as www.google.com to search for "JAMS Employment Arbitration Rules," and Dee had an opportunity to review them or to request that the Company provide Dee with a copy of them. Notwithstanding the foregoing, to the extent that any of the JAMS Rules may conflict with this section, the arbitration provision shall take precedence. The Parties agree that the Federal Arbitration Act ("**FAA**") governs the interpretation and enforcement of this arbitration provision, 9 U.S.C. § 1, *et seq*. If JAMS cannot or will not administer an arbitration in accordance with this Agreement, a substitute arbitration provider shall be selected by agreement of the parties or by the court.

(b) The Parties agree that the party who intends to seek arbitration must initiate arbitration by submitting a demand to JAMS pursuant to the JAMS Rules. The arbitration will be conducted by a single neutral arbitrator, who will be selected pursuant to the procedures set forth in the JAMS Rules. Unless otherwise agreed by the Parties, if the arbitrator conducts an in-person hearing, the hearing will take place in or near the county in which Dee was last employed by the Company. Dee and the Company agree that Arbitrator may award any party any remedy to which that party is entitled under applicable law, but such remedies will be limited to those that would be available to a party in his or her individual capacity in a court of law for the claims presented to and decided by the Arbitrator, and no remedies that otherwise would be available to an individual in a court of law will be forfeited by virtue of this provision. The arbitrator shall apply the substantive law, including, but not limited to, applicable statutes of limitations (and the law of remedies, if applicable) of the state in which the claim arose, or federal law, or both, as applicable to the claim(s) asserted. The arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which his or her decision is based. Each Party will pay the fees for their counsel, subject to any remedies to which that party may later be entitled under applicable law. The Company will pay all arbitrator's fees and the arbitration administration costs if required by applicable law. However, if under applicable law, an employer is not required to pay the arbitrator's fees and the arbitration administration costs, then such fees and costs will be apportioned equally between the Parties. No arbitration award or decision will have any preclusive effect as to any issues or claims in any dispute, arbitration or court proceeding where any party was not a named party in the arbitration, unless and except as permitted by applicable law. **THE PARTIES HEREBY AGREE TO WAIVE THEIR RIGHT TO HAVE ANY DISPUTE BETWEEN THEM RESOLVED IN A COURT OF LAW BY A JUDGE OR JURY. DEE AND DEFENDANTS FURTHER AGREE THAT THE ARBITRATOR'S AWARD WILL BE FINAL AND BINDING ON BOTH PARTIES.**

(c) Excluded Claims. This Agreement will not require arbitration of any claim that may not be subject to arbitration as a matter of generally applicable law not preempted by the FAA; disputes over the scope or enforceability of this Agreement or whether a dispute or claim can or must be brought in arbitration; and disputes over whether the arbitration provider cannot or will not administer the arbitration in accordance with this Agreement. If any claim above is combined with claims that are covered under this Agreement, the covered claims remain subject to arbitration.

(d) Requirement of Individual Arbitration and Waiver of Class, Collective and Representative Action Claims. The Company and Dee agree and understand that they may bring claims in arbitration against the other only in an individual capacity and not on a class, representative, or collective action basis. Accordingly, the Parties hereby waive any right to pursue or have a dispute brought, heard, decided, or resolved as a plaintiff or class member in any purported class and/or collective proceeding, and they agree that the arbitrator will have no authority to hear or preside over any form of class or collective proceeding. In addition, unless the Parties agree in writing otherwise, the arbitrator shall not consolidate or join the arbitrations of more than one employee. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claims. Notwithstanding any other provision of this Agreement, the scope, applicability, enforceability, revocability, or validity of this section may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. In any case in which: (i) the dispute is filed as a putative class or collective action or seeks relief for third parties and (ii) there is a final judicial determination that this waiver is unenforceable with respect to any covered claim or any particular remedy for a covered claim, then that covered claim or particular remedy (and only that covered claim or particular remedy) shall be severed from any remaining claims and/or remedies and may be brought and decided in a civil court of competent jurisdiction after all other covered claims or remedies are arbitrated on an individual basis in accordance with this Agreement. Notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, the Company and Dee: (i) agree not to bring a representative action on behalf of others under the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code § 2698 et seq., in any court or in arbitration, and (ii) agree that, for any claim brought on a private attorney general basis, including under the California PAGA, any such dispute shall be resolved in arbitration on an individual basis only (i.e., to resolve whether Dee has personally been aggrieved or subject to any violations of law), and that such action may not be used to resolve the claims or rights of other individuals in a single or collective proceeding (i.e., to resolve whether other individuals have been aggrieved or subject to any violations of law) (collectively, "**Representative PAGA Waiver**"). Notwithstanding any other provision of this arbitration provision, the scope, applicability, enforceability, revocability or validity of this representative PAGA Waiver may be resolved only by a civil court of competent jurisdiction and not by an arbitrator. If any provision of this Representative PAGA Waiver is found to be unenforceable or unlawful for any reason: (i) the unenforceable provision shall be severed from this Agreement; (ii) severance of the unenforceable provision shall have no impact whatsoever on this Agreement or the requirement that any remaining covered claims be arbitrated on an individual basis pursuant to the Agreement; and (iii) any such Representative PAGA claims or other representative private attorneys general act claims must be litigated in a court of competent jurisdiction and not in arbitration. To the extent that there are any covered claims to be litigated in a court of competent jurisdiction because a court determines that the Representative PAGA Waiver is unenforceable with respect to those covered claims, the Parties agree that, to the maximum extent permitted by applicable law, litigation of those covered claims shall be stayed pending the outcome of any individual claims in arbitration.

17. Waiver. No term or condition of this Agreement shall be deemed to have been waived, and there shall not be any estoppel against the enforcement of this Agreement unless that waiver is in writing and signed by the Party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein, and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

18. Successors. The rights and obligations under this Agreement shall inure to any and all successors of the Company.

19. Disclaimer. Dee states and admits that in executing this Agreement, he does not rely, and has not relied, upon any other representation or statement made by the Company, or by any of its agents, representatives, or attorneys, with regard to the Agreement.

20. Effective Date. The effective date of this Agreement (the "**Effective Date**") is the date all signatories have executed this Agreement. This Agreement shall be null and void and of no force and effect unless Dee executes and returns the executed Agreement to the Company by **October 8, 2025**.

21. Voluntary Agreement and Consideration Period. Dee acknowledges and represents that Dee is executing this Agreement knowingly and voluntarily, without any duress or undue influence on the part or behalf of the Company or any third party, with the full understanding of its terms and intent to release all of Dee's claims against the Company and all of the other Released Parties. Dee further acknowledges and represents that he has been advised of his right to consult with an attorney prior to signing this Agreement and has been provided with no less than five (5) business days to consider this Agreement (the "**Consideration Period**"). Dee further represents and warrants that Dee has exercised his independent judgment in deciding to sign this Agreement and that Dee's decision to do so is not predicated on or influenced by any written or oral representations, promises, or statements made by the Company, or by any of its agents, representatives, or attorneys, with regard to the Agreement, except as expressly stated herein. Dee represents that understands the terms and consequences of this Agreement and of the releases it contains; and is fully aware of the legal and binding effect of this Agreement. In the event Employee signs this Agreement and returns it to the Company prior to the end of the Consideration Period, Employee hereby acknowledges that Employee has freely and voluntarily chosen to do so and that the Company has not promised Employee anything or made any representations not contained in this Agreement to induce Employee to sign this Agreement before expiration of the Consideration Period.

22. Counterparts. This Agreement may be executed in counterparts, and a copy of this Agreement shall have the same force and effect as the original.

[*Signature Page to Follow*]

BY SIGNING THIS AGREEMENT, DEE HAS WAIVED ALL CLAIMS AGAINST DEFENDANTS (INCLUDING, WITHOUT LIMITATION, THE COMPANY'S PREDECESSORS, PARENT COMPANIES, SUBSIDIARIES, AND/OR AFFILIATED

ENTITIES, AND ITS EMPLOYEES, INSURERS, OR OTHER AGENTS) THAT MAY, AS A MATTER OF LAW, BE RELEASED BY PRIVATE AGREEMENT, INCLUDING BUT NOT LIMITED TO, ALL CLAIMS FOR LOST WAGES, BENEFITS, COMPENSATORY DAMAGES, OR PAYMENT OF ATTORNEYS' FEES. DEE CERTIFIES THAT HE IS ENTERING INTO THIS AGREEMENT KNOWINGLY, VOLUNTARILY, AND AFTER HAVING THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY AND REVIEW THE DOCUMENT IN ITS ENTIRETY.

G&H SOLUTIONS, INC.

Date: 10/3/25

By: GUY ZRACHYA
Title: CEO

GUY ZRACHYA

Date: 10/3/25

MICHAEL J. DEE, JR.

Michael Dee

Date: 10/02/2025

Approved as to form and content, and section 4(d):

HAULK & HERRERA LLP

Matthew Haulk

October 2, 2025
Date

By: Matthew A. Haulk
Attorneys for Michael Dee

Approved as to form and content

MAYER BROWN LLP

October 3, 2025
Date

By: Ruth Zadikany
Attorneys for the Company and Guy Zrachya

Dropbox Sign

Audit trail

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