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individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

ROBERT F. ADAMS, individually and on behalf of all others similarly situated,

Plaintiff,

vs.

LEDRA BRANDS, INC., a California Corporation; VOLT MANAGEMENT CORP., a Delaware Corporation; and DOES 1-100, inclusive,

Defendants.

Case No.: 26STCV03427

JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE

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JOINT STIPULATION OF CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AND RELEASE

This Class Action and Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA") Settlement Agreement ("Settlement Agreement" or "Agreement") is made by and between Plaintiff ROBERT F. ADAMS ("Plaintiff"), as an individual and on behalf of all others similarly situated and aggrieved, as well as the State of California, and Defendants LEDRA BRANDS, INC. and VOLT MANAGEMENT CORP. (collectively, "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

I. DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. The "Action" means *Robert F. Adams v. Ledra Brands, Inc. et al.*, Case No. 26STCV03427 (Los Angeles County Superior Court).

2. "Attorneys' Fees and Costs" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys' fees not in excess of thirty-five percent (35%) of the Gross Settlement Amount, or One Hundred Thirteen Thousand, Seven Hundred Fifty Dollars and Zero Cents ($113,750.00). The Attorneys' Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel's litigation and settlement of the Action, up to, Twenty Thousand Dollars and Zero Cents ($20,000.00), subject to the Court's approval. Defendants have agreed not to oppose Class Counsel's request for fees and reimbursement of costs as set forth above.

3. "Class Counsel" means Crosner Legal P.C.

4. "Class List" means a complete list of all Class Members that Ledra will diligently and in

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good faith compile from its records and provide to the Settlement Administrator within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in Microsoft Office Excel and will include each Class Member's full name; most recent mailing address; Social Security number; the respective number of Workweeks that each Class Member worked during the Class Period; the respective number of Pay Periods each PAGA Member worked during the PAGA Period; and any other relevant information needed to calculate settlement payments.

5. "Class Member(s)" or "Settlement Class Member(s)" means all hourly/non-exempt employees, including Plaintiff, who are or were employed by Ledra and/or who performed work for Ledra in the State of California during the Class Period.

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

7. "Class Period" means the period that is covered by the settlement, which is October 2, 2021 through February 15, 2026.

8. "Class Representative Enhancement Payment" means the amount to be paid to Plaintiff in recognition of his effort and work in prosecuting the Action on behalf of Class Members and for the release of those claims alleged in the Complaint, Released Class Claims, and Released PAGA Claims, as defined below, as well as a Civil Code 1542 general release. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of a Class Representative Enhancement Payment of up to Five Thousand Dollars ($5,000), which Defendants will not oppose.

9. "Court" means the Los Angeles County Superior Court.

10. "Defendants" means Defendants Ledra Brands, Inc. and Volt Management Corp., together. "Ledra" means Defendant Ledra Brands, Inc. "Volt" means Defendant Volt Management Corp.

11. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is

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final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgement; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

12. "Final Approval" means the date on which the Court enters an order granting final approval of the Settlement Agreement after the filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members giving Class Members an opportunity to request exclusion from the class and Settlement and to object to the Settlement.

13. "Gross Settlement Amount" means the maximum amount Defendants shall pay in connection with this settlement. Subject to the terms of this Agreement, the maximum Gross Settlement Amount Defendants shall be required to pay is Three Hundred Twenty-Five Thousand Dollars ($325,000.00), to be paid by Defendants in full satisfaction of all Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments, Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. In no event will Defendants be liable for more than the Gross Settlement Amount except as otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to Defendants and no claims process for Class Members to receive payment. Defendants will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross Settlement Amount.

14. "Individual Settlement Payment" means each Participating Class Member's and PAGA Member's respective shares of the Net Settlement Fund and PAGA Fund as provided by this Settlement Agreement.

15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining after deducting the Court-approved amounts for the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to Defendants.

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16. "Notice of Objection" means a Class Member's valid and timely written objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full name, signature, address, and telephone number, (b) a written statement of all grounds for the objection accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other documents upon which the objection is based; and (d) a statement whether the objector intends to appear at the final fairness hearing.

17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form attached as Exhibit A.

18. "PAGA Members" means all hourly/non-exempt employees, including Plaintiff, who are or were employed by Ledra and/or who performed work for Ledra in the State of California during the PAGA Period.

19. "PAGA Period" means the period from May 2, 2024 through February 15, 2026 or the date the Court grants preliminary approval, whichever is sooner.

20. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with Plaintiff's claim under PAGA ("PAGA Settlement"). The Parties have agreed that Sixty-Five Thousand Dollars ($65,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Sixty-Five Percent (65%), or Forty-Two Thousand, Two Hundred Fifty Dollars ($42,250), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor and Workforce Development Agency Payment"), and Thirty-Five Percent (35%), or Twenty-Two Thousand, Seven Hundred Fifty Dollars ($22,750) ("PAGA Fund"), of the PAGA Settlement will be disbursed to PAGA Members, regardless of whether they request to be excluded from the Settlement Class. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties, and therefore shall not be subject to wage withholdings, and shall therefore be reported on IRS Form 1099.

21. "Parties" means Plaintiff and Defendants collectively.

22. "Participating Class Members" means all Class Members who do not submit timely and valid Requests for Exclusion.

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23. "Pay Periods" means the number of days of employment for each PAGA Member during the PAGA Period, subtracting days on leave of absence (if any), dividing by fourteen (14), and rounding up to the nearest whole number. All PAGA Members will be credited with at least one Pay Period during the PAGA Period.

24. "Plaintiff" means Plaintiff Robert F. Adams.

25. "Preliminary Approval" means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

26. "Released Class Claims" means all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, arising from, or related to, the same set of operative facts as those set forth in the Complaint or Plaintiff's LWDA letter during the Class Period, including but not limited to: (a) all claims for unpaid minimum wages and liquidated damages; (b) all claims for unpaid overtime; (c) all claims for meal and rest break violations; (d) all claims for the failure to reimburse for necessary business expenses; (e) all claims for the failure to timely pay wages upon termination; (f) all claims for wage statement violations; and (g) all claims asserted through California Business & Professions Code §§ 17200, *et seq.* For avoidance of doubt, Released Class Claims include, but are not limited to, claims under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.3; California Business and Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 395.5, and 1021.5; and all applicable Industrial Welfare Commission Wage Order provisions, including but not limited to sections 3, 7, 9(b), 11, 12, and 20 thereof.

27. "Released PAGA Claims" means all claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could have been brought based on the facts alleged in Plaintiff's LWDA letter or Complaint during the PAGA Period, and/or as were alleged in the Complaint.. For avoidance of doubt, Released PAGA Claims include, but are not limited to, claims under Labor Code sections 201, 201.3, 202, 203, 204, 210, 218, 218.5, 222, 223, 224, 225.5, 226, 226.3, 226.6, 226.7, 256, 510, 512, 558, 558.1, 1021.5, 1174, 1174.5, 1193.6, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2100, 2100-2112, 2699, 2699.3, 2699.5, 2802, 2804, and 2810.3; California Business and

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Professions Code §§ 17200 et seq.; California Code of Civil Procedure §§ 382, 395.5, and 1021.5; and all applicable Industrial Welfare Commission Wage Order provisions, including but not limited to sections 3, 7, 9(b), 11, 12, and 20 thereof. The release of the Released PAGA Claims shall be effective as to all PAGA Members, regardless of whether a PAGA Member submitted a request for exclusion from the Class. As to the Released Volt Parties, the release is limited to PAGA Members' work at Ledra.

28. "Released Ledra Parties" means Ledra, its past, present, and future owners, officers, directors, shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective past, present, and future successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any.

29. "Released Volt Parties" means Volt, its past, present, and future owners, officers, directors, shareholders, managers, partners, members, employees, attorneys, trustees, investors, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective past, present, and future successors and predecessors in interest and assigns, subsidiaries, corporations, divisions, affiliates, parents and attorneys, if any.

30. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the name, address, telephone number and last four digits of the Social Security Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be faxed or postmarked on or before the Response Deadline.

31. "Response Deadline" means the deadline by which Class Members must postmark or fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement Administrator. The Response Deadline will be sixty (60) calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the sixtieth (60) calendar day falls on a Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open.

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32. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary, any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Based on an estimated Settlement Class of approximately 150 Class Members, the Settlement Administration Costs are currently estimated to be $5,550.

33. “Settlement Administrator” means Apex Class Action Administration, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period.

II. RECITALS

35. On May 2, 2025, Plaintiff submitted a notice letter to the LWDA, which was also delivered to Defendants, alleging that Defendants violated the California Labor Code and that Plaintiff intended to pursue civil penalties against them under PAGA.

36. Thereafter, the Parties met and conferred about the possibility of resolving Plaintiff’s claims before Plaintiff’s filing of a civil complaint. Effective July 14, 2025, Plaintiff and Ledra entered into a Tolling Agreement, with the purpose of tolling the statute of limitations for Plaintiff’s representative PAGA claims while the Parties explored a possible settlement.

37. On November 14, 2025, after several months of arms-length negotiation and informal discovery, the Parties reached a settlement in principle of Plaintiff’s class and representative claims. A

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memorandum of understanding was executed as of January 15, 2026.

38. On February 2, 2026, Plaintiff filed his Complaint in the above-entitled Action. Plaintiff asserted claims that Defendants:

(a) Failed to pay minimum wages for all hours worked;

(b) Failed to pay overtime wages;

(c) Failed to provide meal periods;

(d) Failed to provide rest periods;

(e) Failed to provide accurate wage statements and comply with recordkeeping requirements;

(f) Failed to pay wages when due;

(g) Failed to reimburse business expenses;

(h) Required employees to enter into unlawful agreements;

(i) Violated laws pertaining to warehouse quotas;

(j) Violated California Business and Professions Code § 17200 *et seq.*; and

(k) Violated the Private Attorneys General Act of 2004.

39. This Settlement Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Settlement Agreement is intended or will be construed as an admission by Defendants that the claims in the Actions of Plaintiff, the Class, or the PAGA Members have merit or that Defendants bear any liability to Plaintiff, the Class, or the PAGA Members on those claims or any other claims, or as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this settlement only. If for any reason the settlement does not become effective, Defendants reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action, including the class and PAGA claims on all grounds.

40. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff's claims in the Action through trial and through any possible appeals. Plaintiff also has taken into account the uncertainty and risks of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof

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necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendants' defenses thereto, and the difficulties in establishing damages, penalties, restitution and other relief sought in the Action. Plaintiff and Class Counsel also have taken into account Defendants' agreement to enter into a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the settlement set forth in this Settlement Agreement is fair, adequate, and reasonable and is in the best interests of all Class Members.

41. Defendants have concluded that any further defense of the Actions would be protracted and expensive for all Parties. Substantial amounts of Defendants' time, energy, and resources would be devoted to the defense of the claims asserted by Plaintiff. Defendants also have taken into account the risks of further litigation in reaching their decision to enter into this settlement. Even though Defendants contend they are not liable for any of the claims alleged by Plaintiff in the Actions, Defendants have agreed, nonetheless, to settle in the manner and upon the terms set forth in this Settlement Agreement and to put to rest the claims alleged in the Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties or other payments. This Settlement Agreement is a compromise of disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement, shall be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted in the Action. Defendants contend they have complied with all applicable state, federal, and local laws.

III. MONETARY TERMS

42. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of Three Hundred Twenty-Five Thousand Dollars and no cents ($325,000.00) into a Qualified Settlement Account to be established by the Settlement Administrator. The Gross Settlement Amount will be funded as follows: (a) one check issued by Volt in the amount of Fifteen Thousand Dollars and Zero Cents ($15,000), designated exclusively toward the PAGA Settlement Amount (as defined in Section I.20 above), and (b) one check issued by Ledra in the amount of Three Hundred and Ten Thousand Dollars and Zero Cents ($310,000). Defendants will pay the employers' share of payroll taxes separately. The Gross Settlement Amount will be used for: (a)

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Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payment; (d) Attorneys' Fees and Costs; and (e) Settlement Administration Costs. If no objection to the Settlement is made, then Defendants will deposit the Gross Settlement Amount and the employers' share of payroll taxes within thirty (30) calendar days after the Effective Date ("Funding Date"). If an objection to the Settlement is made but no appeal is filed, then Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within thirty (30) calendar days of the of the running of the appeal period. If an appeal is filed, then Defendants shall fund the Gross Settlement Amount and the amount necessary to pay Defendants' share of payroll taxes within thirty (30) calendar days of the date the Judgment is Final and no longer subject to appeal. All of the Gross Settlement Amount will be disbursed pursuant to this Settlement Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendants. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails to become effective for any reason, then no portion of the Gross Settlement Amount shall be paid.

43. Attorneys' Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys' Fees and Costs of not more than One Hundred Thirteen Thousand, Seven Hundred Fifty Dollars and Zero Cents ($113,750.00), plus the reimbursement of all out-of-pocket costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed $20,000, both of which will be paid from the Gross Settlement Amount. If the Court approves Attorneys' Fees and Costs of less than this amount, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members and PAGA Members. Payroll tax withholding and deductions, if any, will not be taken from the Attorneys' Fees and Costs amount and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. Class Counsel shall be solely and legally responsible to pay all applicable taxes on the Attorneys' Fees and Costs. This Settlement is not conditioned upon the Court awarding Class Counsel any particular amount of Attorneys' Fees or Costs.

44. Class Representative Enhancement Payment. In recognition of his efforts and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any

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application or motion for a Class Representative Enhancement Payment of Five Thousand Dollars ($5,000) for Plaintiff. The Class Representative Enhancement Payment will be paid from the Gross Settlement Amount and will be in addition to Plaintiff's Individual Settlement Payment. Plaintiff will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payment. Payroll tax withholding and deductions will not be taken from the Class Representative Enhancement Payment and instead a Form 1099 will be issued to Plaintiff with respect to the payment. Plaintiff will assume full responsibility and liability for the taxes, penalties, and/or any interest arising as a result of payment of the Class Representative Enhancement Payment, and Plaintiff shall be solely and legally responsible to pay all applicable taxes on the Class Representative Enhancement Payment. Plaintiff understands and agrees that this Settlement Agreement shall remain in full force and effect even if the full amount of the Class Representative Enhancement Payment sought by Plaintiff is not ultimately awarded by the Court. If the Court approves a Class Representative Enhancement Payment of less than $5,000, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members and PAGA Members.

45. <u>Settlement Administration Costs</u>. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be $5,550. These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Settlement Amount, and providing necessary reports and declarations. Prior to Plaintiff's filing a motion for final approval of the Settlement, the Settlement Administrator shall provide the Parties with a statement detailing the Settlement Administration Costs to date.

46. <u>PAGA Settlement Amount</u>. Subject to Court approval, the Parties agree that the amount of Sixty-Five Thousand Dollars ($65,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiff's PAGA claims. Pursuant to PAGA, Sixty-Five Percent (65%), or Forty-Two Thousand, Two Hundred Fifty Dollars ($42,250), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency ("Labor and Workforce Development Agency Payment"), and Thirty-Five Percent (35%), or Twenty-Two Thousand, Seven Hundred Fifty Dollars

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($22,750) ("PAGA Fund"), of the PAGA Settlement will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period. If the Court approves a PAGA Settlement Amount of less than $65,000, the remainder will be retained in the Net Settlement Fund for distribution to Participating Class Members. All PAGA Members will be sent their share of the PAGA Settlement Amount and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the settlement. One hundred percent (100%) of the PAGA Settlement Amount is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099. PAGA Members shall be solely and legally responsible to pay all applicable taxes on PAGA portion of their Individual Settlement Payments.

47. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiff acting as a proxy and as a Private Attorney General of, and for, the State of California and the LWDA, no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

48. Net Settlement Fund. The Net Settlement Fund is the portion of the Gross Settlement Amount remaining after deducting the Court-approved amounts for the Attorneys' Fees and Costs, the Class Representative Enhancement Payment, the PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be used to pay Individual Settlement Payments for all Class Members. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

49. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

50. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. The Parties recognize that the Individual Settlement Payments to be paid to the Participating Class Members are for wages, interest, and penalties. Specific calculations of Individual Settlement Payments will be made as follows:

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(a) Payments from the Net Settlement Fund. The Settlement Administrator will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase the Individual Settlement Payment for each Participating Class Member according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund. The Settlement Administrator's determination of the eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class Members and the Parties, yet subject to review by Class Counsel, Defendants' Counsel, and the Court. In the absence of fraud or gross negligence, Defendants' records shall be presumed accurate.

(b) Payments from the PAGA Fund. The Settlement Administrator will calculate the total number of Pay Periods worked by each PAGA Member during the PAGA Period and the aggregate total number of Pay Periods

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worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated "Individual Settlement Payment," the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Pay Periods, resulting in the "PAGA Pay Period Value." Each PAGA Member's "Individual Settlement Payment" will be calculated by multiplying each individual PAGA Member's total number of Pay Periods by the PAGA Pay Period Value. The entire PAGA Fund will be disbursed to all PAGA Members. The Settlement Administrator's determination of the eligibility for and amount of each PAGA Member's Individual Settlement Payment shall be binding upon the PAGA Member and the Parties (except for Volt), yet subject to review by Class Counsel, Ledra's Counsel, and the Court. In the absence of fraud or gross negligence, Ledra's records shall be presumed accurate.

51. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

52. Escalator. Based on its records, Defendants represent that Class Members worked approximately 21,520 Workweeks as of November 17, 2025. In the event the Workweeks worked by Class Members during the Class Period increase by more than ten percent (10%), Ledra shall have the option – without needing approval from Class Counsel or the Court – to either: (i) increase the Gross Settlement Amount on a pro-rata basis equal to the percentage increase in the number of Workweeks worked by the Class Members above ten percent (for example, if the number of Workweeks increases by 11%, the Gross Settlement Amount would increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of Workweeks plus 10% are covered by the Class

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Period.

53. Ledra's Right to Rescind. Ledra will have, in its sole discretion, the right to void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or more of Class Members opt out of the settlement. Ledra must exercise this right of rescission in writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to rescind is exercised, then Ledra will be solely responsible for all Settlement Administration Costs incurred to the date of rescission. However, the Parties will have no further obligations under the settlement, including any obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this Settlement Agreement.

IV. SETTLEMENT ADMINISTRATION

54. Appointment of Settlement Administrator. After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Apex Class Action Administration as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Settlement Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include (i) preparing, printing, and mailing the Notice Packet to all Class Members; (ii) conducting a National Change of Address search to update Class Member addresses before mailing the Notice Packets; (iii) re-mailing Notice Packets that are returned to the Class Member's new address; (iv) setting up a toll-free telephone number to receive calls from Class Members; (v) receiving and reviewing for validly completed Requests for Exclusion; (vi) providing the Parties with weekly status reports about the delivery of Notice Packets and receipt of completed Requests for Exclusion; (vii) calculating Individual Settlement Payments; (viii) issuing the checks to effectuate the payments due under the Settlement; (ix) issuing the tax reports required under this Settlement; (x) keeping the Parties timely apprised of the performance of all Settlement Administrator responsibilities required by the Settlement; and (xi) otherwise administering the Settlement pursuant to this Settlement Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Individual Settlement Payment, subject to the dollar limitations and calculations set forth in this Settlement Agreement. The Settlement

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Administration Expenses, including the cost of printing and mailing the Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

55. Administration Process. The Parties agree to cooperate in the administration of the settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement. The Parties also have the right to monitor and review the administration of the Settlement to verify that the monies allocated under the Settlement are distributed in the correct amount, as provided for in this Settlement Agreement.

56. Delivery of the Class List. Within twenty (20) calendar days after Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator. To protect Class Members' privacy rights, the Settlement Administrator must maintain the Class List in confidence, use the Class List only for purposes of this Settlement and for no other purpose, and restrict access to the Class List to Settlement Administrator employees who need access to the Class List to effect and perform under this Settlement Agreement. Defendants have a continuing duty to immediately notify Class Counsel if it discovers that the Class List omitted class member identifying information and to provide a corrected or updated Class List as soon as reasonably feasible. If any or all of the Class List is unavailable to Defendants, Defendants will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class List prior to when it must be submitted to the Settlement Administrator.

57. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class List from Defendants, the Settlement Administrator will mail a Notice Packet to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

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58. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. Any Notice Packets returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly (i.e., no later than seven (7) business days after receipt of the undelivered Notice Packet) via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar days from the date the Settlement Administrator re-mails the Notice Packet or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an objection to the Settlement.

59. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each respective Class Member and PAGA Member worked for Ledra during the Class Period and PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions, or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

If the procedures detailed in this Settlement Agreement are followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the Judgment.

60. Disputed Information on Notice Packets. Class Members will have an opportunity to

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dispute the information provided in their Notice Packets. To the extent Class Members dispute their employment dates or the number of Workweeks on record, Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Defendants' records will be presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline, and will be decided within ten (10) business days after the Response Deadline. Any dispute as to this allocation shall be resolved by the Settlement Administrator. If a Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for disputes will be extended an additional fifteen (15) days.

61. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3) business days of receiving the defective submission to advise the Class Member that his or her submission is defective and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

62. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. If a Notice Packet is re-mailed less than fifteen (15) days prior to the Response Deadline, the response date for opt-outs will be extended an additional fifteen (15) days. If a question is raised about the authenticity of a signed Request for Exclusion, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity.

A Non-Participating Class Member will not participate in or be bound by the settlement and the Judgment, except that a PAGA Member will still be paid their allocation of the PAGA Fund and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion.

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Defendants will remain free to contest any claim brought by any Class Member that would have been barred by this Settlement Agreement, and nothing in this Settlement Agreement will constitute or be construed as a waiver of any defense Defendants have or could assert against such a claim. Persons who submit a Request for Exclusion shall not be permitted to file objections to the settlement or appear at the Final Approval Hearing to voice any objections to the settlement.

(a) Report. Not later than ten (10) calendar days after the deadline for submission of Requests for Exclusion, the Settlement Administration will provide Class Counsel and Defendants' Counsel with a complete and accurate list of all Participating Class Members and all non-Participating Class Members.

63. Objection Procedures. To object to the Settlement Agreement, a Class Member may fax, email, or mail a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the final approval order and judgment. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the Class Member shall not participate in or be bound by the Settlement. Class Members who do not submit written objections or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to have waived any objections and shall be foreclosed from making any objections (whether by appeal or otherwise) to the Settlement Agreement.

64. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to

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the Settlement, any re-mailings of the Notice Packet, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

65. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiff; and (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

66. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be tendered to the State Controller's Office, Unclaimed Property Division in the name of and for the benefit of the individual who did not cash their check, and the Participating Class Member or PAGA Member will remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Fund will be paid out to Participating Class Members or PAGA Members, whether or not they all cash their Individual Settlement Payment checks.

67. Certification of Completion. Upon completion of administration of the Settlement, and no later than ten days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties, which will include a final report on the disbursements of all funds from the Gross Settlement Amount.

68. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: (a) Fifteen Percent (15%) of each Individual Settlement Payment will be allocated as wages for which IRS Forms W-2 will be issued (i.e., the "Wage Portion"); and (b) Eighty Five (85%) will be allocated as non-wages for which IRS Forms 1099-MISC will be issued (i.e., the "Non-Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and the Non-

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Wage Portion shall not be subject to wage withholdings.

69. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members, PAGA Members, and Class Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities in a timely manner.

V. RELEASES OF CLAIMS

70. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

71. Releases by Participating Class Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each Participating Class Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors, assigns, representatives, and attorneys, shall fully and forever release and discharge all of the Released Ledra Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

72. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or claims as may be created by this Settlement Agreement, each PAGA Member, together and individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, successors, assigns, representatives, and attorneys, shall fully and forever release and discharge all of the Released Ledra Parties and Released Volt Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

73. Release by Plaintiff. Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Ledra Parties and Released Volt Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities

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and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

> **A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.**

VI. COURT APPROVAL

75. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court in the Action to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b) preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for drafting all documents necessary to obtain preliminary approval. The Parties agree that provisional certification of the class is for settlement purposes only and is in no way an admission by Defendants in the Action or in any other proceeding that class certification is proper. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear and support the granting of the motion. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of

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release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

76. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b) the Class Representative Enhancement Payment; (c) Individual Settlement Payments; (d) the Labor and Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Fund, Class Representative Enhancement Payment, or Attorneys' Fees and Costs, will not constitute a material modification to the Settlement within the meaning of this paragraph.

Additionally, no later than ten (10) days before the date by which Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Settlement Agreement and detailing the Requests for Exclusion it received (including the numbers of valid and deficient Requests) and objections received. Prior to the final approval hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

77. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its

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approval. After entry of the Judgment, the Court will have continuing jurisdiction under CCP Section 664.6 solely for purposes of addressing: (a) the interpretation, implementation. and enforcement of the terms of the Settlement and all orders and judgments entered in connection therewith, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or applicable law or as set forth in this Settlement Agreement. Further, upon the Court's final approval of the Settlement, the Settlement Administrator shall post a copy of the Judgment on its website within seven (7) calendar days of entry of the Judgment.

VII. ADDITIONAL PROVISIONS

78. Tax Liability. Defendants make no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff, Participating Class Members, and PAGA Members are not relying on any statement, representation, or calculation by Defendants or by the Settlement Administrator in this regard. PAGA Members, Class Members, and Class Counsel understand and agree that they shall be responsible for the payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties, Class Counsel, and Defendants' Counsel free and harmless from and against any claims resulting from treatment of such payments as non-taxable, including the treatment of such payments as not subject to withholding or deduction for payroll and employment taxes.

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

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

81. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally approve the Settlement as provided herein; or (b) the Settlement does not become final for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will

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likewise be treated as void from the beginning, and this Settlement Agreement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal, or administrative action against Defendants or any of the other Released Ledra Parties or Released Volt Parties. In the event an appeal is filed from the order granting final approval or 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.

82. Exhibits Incorporated by Reference. The terms of this Settlement 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 Settlement Agreement are an integral part of the Settlement.

83. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements, representations, warranties, covenants or inducements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

84. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

85. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any

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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 Parties have cooperated in the drafting and preparation of this Agreement. Hence, in any construction made of this Agreement, the same shall not be construed against any of the Parties.

86. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

87. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

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

89. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

90. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents.

91. Waiver of Certain Appeals. Provided that the Judgment is consistent with the terms and conditions of this Settlement Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendants, and their respective counsel hereby agree to: (1) waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion

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for new trial, and any extraordinary writ; and (2) stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and either party may appeal any court order that materially alters the Settlement Agreement's terms. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

92. Vacating, Reversal, or Material Modification of Judgment on Appeal or Review. If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen court days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Enhancement Payments or the Attorneys' Fees and Costs will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendants' obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.

93. The Parties Will Not Encourage Class Members to Opt Out or Object. The Parties agree that they and their respective counsel and employees will not encourage any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with, and to advise, Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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

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survive the execution of this Settlement Agreement.

95. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

96. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

97. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

98. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

99. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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

101. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and all Class Members, subject to the terms and conditions hereof and the Court's approval, and agree that it will be admissible and subject to disclosure in any proceeding

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to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

102. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the Actions shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Settlement Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process.

Dated: 03 / 13 / 2026

PLAINTIFF ROBERT F. ADAMS

Dated: ____________________

DEFENDANT LEDRA BRANDS, INC.

Dated: ____________________

DEFENDANT VOLT MANAGEMENT CORP.

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to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

102. Stay of Litigation. The Parties agree that upon the execution of this Settlement Agreement the Actions shall be stayed, except to effectuate the terms of this Settlement Agreement. The Parties further agree that upon the signing of this Settlement Agreement that pursuant to CCP Section 583.330 to extend the date to bring a case to trial under CCP Section 583.310 for the entire period of this settlement process.

Dated: ______________________ PLAINTIFF ROBERT F. ADAMS

____

Dated: 3/11/2026 DEFENDANT LEDRA BRANDS, INC.

F. Emami

Dated: ______________________ DEFENDANT VOLT MANAGEMENT CORP.

____

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Dated: ______________________ PLAINTIFF ROBERT F. ADAMS

____

Dated: ______________________ DEFENDANT LEDRA BRANDS, INC.

____

Dated: 3/10/2026 DEFENDANT VOLT MANAGEMENT CORP.

____

Dated: March 13, 2026

CROSNER LEGAL, PC

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Dated: March 27, 2026

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