

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Kia Janae Brown (“Plaintiff”), on behalf of herself, the State of California, and all allegedly-aggrieved employees (referred to herein as the “PAGA Employees” or “PAGA Members” and defined below), and Defendants Aston Carter, Inc. (“Aston Carter”), Maximus, Inc. and Guidant Global, Inc. (collectively “Defendants”) (collectively the “Parties”), subject to the approval of the Court, that the settlement of the Action (as defined below) shall be effectuated upon and subject to the following terms and conditions. Capitalized terms as used herein shall have the meanings set forth in Section II(A) or as defined elsewhere in this Settlement Agreement and Release.

I. RECITALS

WHEREAS, on November 17, 2022, Plaintiff, through her counsel, filed a “Notice of Labor Code Violations and PAGA Penalties” with the California State Labor Workforce Development Agency and served a copy of same on Defendants (the “LWDA Notice”). Thereafter, the LWDA took no action to directly prosecute the alleged claims set forth in the LWDA Notice;

WHEREAS, on November 17, 2022, Plaintiff filed a class action complaint in Sacramento County Superior Court entitled *Kia Janae Brown v. Aston Carter, Inc. et al.*, Case No. 34-2022-00329962-CU-OE-GOS against Defendants alleging violations of California law for: (1) failure to pay minimum wages; (2) failure to pay overtime compensation; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to indemnify necessary business expenses; (6) failure to timely pay final wages at termination; (7) failure to provide accurate itemized wage statements; and (8) unfair business practices (“Court Action”);

WHEREAS, on February 23, 2023, Plaintiff filed a First Amended Complaint in the Court Action (the “First Amended Complaint” or “operative Complaint”) that reasserted all the same eight causes of action in the Complaint for individual and putative class claims set forth above and added a ninth cause of action for civil penalties under the Private Attorney General Act, Labor Code §§ 2698, *et seq.* (“PAGA”);

WHEREAS, on April 21, 2023, the Court granted Plaintiff’s Request for Dismissal of Class Action Allegations Without Prejudice Pursuant To California Rule Of Court 3.770 from the operative Complaint;

WHEREAS, on October 20, 2023, Defendants moved to compel Plaintiff’s individual claims to arbitration and to stay the representative portion of the PAGA claim in the Court Action pending completion of arbitration, which the court granted;

WHEREAS on December 19, 2023, Plaintiff submitted her individual claims to arbitration with JAMS, entitled *Kia Janae Brown v. Aston Carter, Inc., et al.*, JAMS Arbitration Ref. No. 5220004910 (“Arbitration”) (the Court Action and the Arbitration are collectively referred to as the “Action”);

WHEREAS, during the course of the Arbitration, the Parties engaged in formal discovery, depositions, and further informal exchange of information to prepare for mediation;

WHEREAS, on April 16, 2025, and again on November 21, 2025, the Parties participated in private mediation with mediator Jason Marsili, Esq. and accepted the mediator's proposal made after the November 21, 2025, mediation;

WHEREAS, the Parties desire to settle, compromise, and avoid litigation relating to the PAGA claims in the Action without admission of liability by Defendants, and have agreed to settle the Action upon the terms and conditions and for the consideration set forth in this Settlement Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, it is hereby agreed by and between the Parties hereto as follows:

II. SETTLEMENT TERMS

A. Definitions

1. "Action" means *Kia Janae Brown v. Aston Carter, Inc. et. al.*, Sacramento County Superior Court, Case No. 34-2022-00329962-CU-OE-GOS and the Arbitration entitled *Kia Janae Brown v. Aston Carter, Inc., et al.*, JAMS Arbitration Ref. No. 5220004910.

2. "Attorney's Fees" means such attorney's fees as the Court may award to Plaintiff's Counsel for the services they have rendered and will render to the PAGA Employees in the Action, and which shall not exceed \$330,000 (thirty-three percent or 1/3 of the Gross Settlement Amount.

3. "Attorneys' Costs" means such litigation costs as the Court may award to Plaintiff's Counsel for the costs they have incurred and will incur in the investigation, litigation, and resolution of the Action, and in the administration of the Settlement, and which shall not exceed \$40,000.00.

4. "Defense Counsel" means Husch Blackwell, LLP (representing Aston Carter, Inc.), Vedder Price (CA), LLP (representing Maximus, Inc.), and Seyfarth Shaw, LLP (representing Guidant Global, Inc.).

5. "Effective Date" means the date after all of the following events have occurred ("Effective Date"): (i) the long form Settlement Agreement has been executed by Plaintiff, Defendants, PAGA Counsel and Defense Counsel; (ii) Notice of the Settlement has been sent to the LWDA; (iii) the Court has given approval of the Settlement; and (v) the Court's Judgment approving the Settlement becomes Final. "Final" shall mean the latest of: (i) if there is an appeal of the Court's Judgment, the date on which the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for review to the California Supreme Court and/or petition for writ of certiorari to the U.S. Supreme Court, or (ii) if a petition for writ of certiorari is filed, the date of denial of the petition for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no appeal is filed, the expiration date of

the time for filing or noticing any appeal of the Judgment; i.e., 60 calendar days after entry of the Judgment.

6. “Gross Settlement Amount” means the total sum of \$990,000.00, for payment of Settlement Administration Costs, Attorneys’ Fees, Attorneys’ Costs, Plaintiff’s Incentive Award, and the PAGA Payment. The Gross Settlement Amount is the maximum amount Defendants can be required to pay under this Settlement.

7. “Incentive Award” means a service payment in the amount of \$10,000.00 to Plaintiff in recognition of Plaintiff’s service as the PAGA Representative. The Incentive Award shall be paid from the Gross Settlement Amount, subject to Court approval, and shall be in addition to any settlement payment Plaintiff may receive as an Aggrieved Employee.

8. “Individual Settlement Payment to PAGA Employees” means the portion of the PAGA Settlement Fund allocated to each PAGA Employee, as calculated pursuant to Section III.C.12 below. The Parties agree that one hundred percent (100%) of the Individual Settlement Payments made to PAGA Employees shall be considered penalties, for which a Form 1099 will be issued to reflect these payments. PAGA Employees will be responsible for paying any personal income taxes owed on the amounts they receive.

9. “Notice” means the notice that will be sent to each PAGA Employee accompanying his or her portion of the Individual Settlement Payment to PAGA Employees, which shall be substantially in the form attached hereto as **Exhibit A**.

10. “PAGA Employee” or “PAGA Member” consists of all individuals who were employed by Defendant Aston Carter, Inc., and assigned to work on the UI Deferred Workload Project for Maximus, Inc., as hourly, nonexempt employees in California at any time during the PAGA Period.

11. “PAGA Employee List” means the list of full names, most recent mailing addresses, and Social Security numbers of the PAGA Employees, and the number of pay periods worked by each PAGA Employee during the Settlement Period.

12. “PAGA Payment” means the Gross Settlement Amount *minus* the sum of: (1) Attorney’s Fees; (2) Attorney’s Costs; (3) Plaintiff’s Incentive Award; and (4) Settlement Administration Costs. The LWDA will be paid 75% of the PAGA Payment. The PAGA Employees will be paid the remaining 25% of the PAGA Payment. This amount shall be referred to as the “PAGA Employee Fund.”

13. “Plaintiff’s Counsel” means Moon Law Group P.C.

14. “Released Claims” means the PAGA Members’ release on behalf of themselves and their respective former present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff’s operative Complaint in the Action, and PAGA Notice filed with the LWDA on November 5, 2022,

for the duration of the PAGA Period, which include, but are not limited to, California Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, Bus. and Prof. Code § 17200, *et seq.*, and the applicable IWC Wage Orders.

15. “Released Parties” means each of the Defendants, and each of their respective former, present, and future parents, subsidiaries, affiliates, predecessors, successors, holding companies, joint venturers, agents, and assigns, and all of their current, former, and future owners, officers, directors, members, managers, employees, consultants, partners, shareholders, accountants, attorneys, insurers, reinsurers, and/or legal representatives.

16. “Settlement Administrator” means Phoenix Class Action Administration Solutions (“Phoenix”) the Third Party Administrator that the Parties will ask the Court to appoint for 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.

17. “Settlement Administration Costs” means the amount from the Gross Settlement Amount which shall be allocated, subject to the Court’s approval, to the Settlement Administrator for services rendered in administering the Settlement, and which shall not exceed \$10,500.00.

18. “Settlement Fund Account” means the bank account established by the Settlement Administrator pursuant to the terms of this Settlement Agreement, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

19. “Settlement Period” or “PAGA Period” shall be the period commencing November 17, 2021, and ending February 21, 2026.

20. “Void Date” means the 181st day after issuance of Individual Settlement Payment checks to PAGA Employees, upon which the Individual Settlement Payment checks to PAGA Employees will no longer be valid and negotiable.

B. Consideration

1. No Admission of Liability. Defendants have contended and continue to contend that the allegations in the Action have no merit and do not give rise to liability. Defendants specifically deny all of the allegations in Plaintiff’s PAGA Letter and operative Complaint. This Settlement Agreement is a compromise of such disputed claims. Nothing contained in this Settlement Agreement, no documents referred to herein, and no action taken to carry out this Settlement Agreement may be construed or used as an admission by or against Defendants or any of the Released Parties of any fault, wrongdoing, or liability whatsoever.

2. Gross Settlement Components. Provided that the Court approves the Settlement and the Effective Date occurs, Defendants will transmit on behalf of Defendants the Gross Settlement Amount of \$990,000.00 to the Settlement Administrator. All amounts to be paid by or on behalf of the Defendants shall be deposited into the Settlement Fund Account, which shall

be administered by the Settlement Administrator. All amounts to be paid to anyone pursuant to this Settlement Agreement shall be paid out of the Settlement Fund Account.

- a. Attorney's Fees. In full satisfaction of all claims Plaintiff may have for attorney's fees arising out of the Action, the Parties agree that Plaintiff's Counsel may seek recovery of up to a total of 1/3 of the Gross Settlement Amount in Attorney's Fees. Defendants agree not to oppose Plaintiff's application for Attorney's Fees not to exceed this sum. The Attorney's Fees to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Fees not awarded to Plaintiff's Counsel will be added to the PAGA Payment. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Fees identified herein is not awarded by the Court.
- b. Attorney's Costs. In full satisfaction of all claims Plaintiff may have for litigation costs and expenses arising out of the Action, the Parties agree that Plaintiff and her Counsel may seek up to a total of \$40,000.00 in Attorney's Costs. Defendants agree not to oppose Plaintiff's application for Attorney's Costs not to exceed this sum. The Attorney's Costs to be awarded to Plaintiff are subject to the approval of the Court and will be paid only from the Gross Settlement Amount. Any portion of the Attorney's Costs not awarded to Plaintiff's Counsel will be added to the PAGA Payment. Plaintiff understands and agrees that this Agreement and Release shall remain in full force and effect even if the full amount of Attorney's Costs identified herein is not awarded by the Court.
- c. Incentive Award to Plaintiff. Plaintiff shall seek an incentive award in the amount of \$10,000.00 in recognition of Plaintiff's service as the PAGA Representative. The Incentive Award is subject to Court approval and shall be paid from the Gross Settlement Amount. Any portion of the Incentive Award not approved by the Court shall be added to the PAGA Payment.
- d. Settlement Administration Costs. The Parties agree that the Settlement Administrator shall receive third-party administration fees that are necessary to administer the Settlement up to a maximum payment of \$10,500.00. The Settlement Administration Costs to be paid to the Settlement Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. Any portion of the Settlement Administration Costs not awarded by the Court will be added to the Net Settlement Amount.
- e. PAGA Payment. The Parties agree that, pursuant to PAGA, 75% of the PAGA Payment will be paid to the LWDA. The remaining 25% of the PAGA Payment will be paid to all PAGA Employees pursuant to the calculation method set forth in Section III.C.12. below.
- f. PAGA Pay Periods: The Settlement is based on Defendants' belief that there are approximately 62,354 PAGA pay periods at issue during the PAGA Period. If the

number of PAGA pay periods worked during the PAGA period exceeds 68,590, which is ten percent (10%) above 62,354, then the Gross Settlement Amount shall be increased on a pro-rata basis equal only to the percentage increase in PAGA pay periods above 68,590 (i.e., if the total pay periods increases by 12%, then there would be a 2% increase to the Gross Settlement Amount).

- i. For purposes of this Agreement, a “PAGA Pay Period” means any pay period during the PAGA Period in which a PAGA Employee worked for Defendants for at least one day in a nonexempt position covered by the PAGA claims, as reflected in the PAGA data provided by Defendants to the Settlement Administrator.

3. Limited Release of PAGA Claims by PAGA Members: Upon court approval of the settlement and payment made by Defendant Aston Carter of the Gross Settlement Amount to the Third Party Administrator chosen by the Parties, all PAGA Members will be deemed to have released on behalf of themselves and their respective former, present and future representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in Plaintiff’s operative Complaint in the Action, and PAGA Notice filed with the LWDA on November 5, 2022, for the duration of the PAGA Period, which include, but are not limited to, California Labor Code §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, Bus. and Prof. Code § 17200, *et seq.*, and the applicable IWC Wage Orders.

4. Plaintiff’s Release. In addition to the Released PAGA Claims, Plaintiff also agrees to concurrently execute a separate general release of all claims, known or unknown, in favor of Defendants and the Released Parties, in consideration for a payment to settle her additional, non-PAGA individual claims (the “Individual Settlement Payment to Plaintiff”), which will be memorialized under a separate Individual Settlement Agreement. Plaintiff’s general release of claims, known or unknown, will only take effect once Plaintiff receives her Individual Settlement Payment to Plaintiff. The Parties agree to disclose the amount of the Individual Settlement Payment to Plaintiff to the Court to the extent necessary to obtain approval of the settlement as to the Aggrieved Employees. Should it be required, the Parties will request permission to lodge with the Court the terms of the Individual Settlement Agreement under seal. Plaintiff will receive the Individual Settlement Payment to Plaintiff within fifteen (15) calendar days of the Effective Date.

C. Settlement Administration Procedures

1. Settlement Approval Motion. Following full execution of this Settlement Agreement, Plaintiff’s Counsel will present this Settlement Agreement to the Court and will request that the Court issue a Settlement Approval Order and Judgment approving and incorporating by reference the terms and conditions of the Settlement Agreement. Plaintiff will also promptly submit the Settlement Agreement to the LWDA as required by the PAGA statute. Defendants agree not to oppose Plaintiff’s motion for Settlement Approval unless the motion is inconsistent with the terms set forth in this Settlement Agreement.

2. No Right of PAGA Employees to Object or Opt-Out. The Parties agree there is no statutory right for any PAGA Employee to object, opt out, or otherwise exclude himself or herself from the Settlement. The Parties further agree there is no right or opportunity for any PAGA Employee to appeal the approval of the Settlement by the Court. The Parties will jointly defend against any appeal filed with respect to the Final Order.

3. LWDA Notice. Pursuant to California Labor Code § 2699(I), Plaintiff will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. Plaintiff will also file a declaration in support of her motion for Settlement Approval, confirming that she has submitted the Settlement to the LWDA in compliance with Labor Code § 2699(I).

4. Judgment and Continued Jurisdiction. After entry of the Final Approval Order and Judgment, the Court will have continuing and exclusive jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement; (b) matters relating to the administration of the Settlement; and (c) such post-Judgment matters as may be appropriate under Court rules or as set forth in this Settlement Agreement.

5. Settlement Administrator. Upon approval of the Court, Plaintiff will retain Phoenix as the third-party Settlement Administrator to administer this Settlement. The Settlement Administrator will be responsible for: establishing the Settlement Fund Account; calculating Individual Settlement Payments; preparing, printing, and mailing the Individual Settlement Checks and accompanying Notice to PAGA Employees; disbursing payment of Attorney's Fees and Attorney's Costs to Plaintiff's Counsel; disbursing payment of Plaintiff's Incentive Award; disbursing payment to the LWDA consisting of 75% of the PAGA Payment; printing and providing PAGA Employees, Plaintiff, and Plaintiff's Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities, and shall not mail any payments to Plaintiff, the LWDA, Plaintiff's counsel, or any PAGA Employee until the amounts are approved by the Parties. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs.

6. PAGA Employee List. Not later than fifteen (15) days after the Effective Date, Defendant Aston Carter will provide the Settlement Administrator with the PAGA Employee List, which shall be used solely for the administration of this Settlement and for no other purpose, and which shall not be shared with any persons or entity not employed by the Settlement Administrator and working on the administration of this Settlement. Because PAGA Employees' sensitive personal information is included in the PAGA Employee List, the Settlement Administrator shall maintain the PAGA Employee List securely and in confidence, maintaining the strictest standards of data privacy. Access to the PAGA Employee List shall be limited to employees of the Settlement Administrator with a need to use the PAGA Employee List for administration of this

Settlement, and the PAGA Employee List shall be returned to Defendant Aston Carter once settlement administration is concluded.

7. Funding of the Settlement. Defendants shall fund the Gross Settlement within fifteen (15) days of the Effective Date.

8. Payment of Attorney's Fees and Attorney's Costs. Within (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Attorney's Fees and Attorney's Costs to Plaintiff's Counsel. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff's Counsel for the payments made pursuant to this Section.

9. Settlement Administration Costs. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Settlement Administration Costs.

10. Plaintiff's Incentive Award. Within (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall pay from the Settlement Fund Account the Court-approved Plaintiff's Incentive Award to Plaintiff. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for the payments made pursuant to this Section.

11. LWDA PAGA Payment. Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue from the Settlement Fund Account a check payable to the LWDA for 75% of the PAGA Payment.

12. Individual Settlement Payments. Each PAGA Employee's Individual Settlement Payment shall be based on the number of PAGA Pay Period(s) that particular PAGA Employee worked during the PAGA Period. The Settlement Administrator will calculate each PAGA Employee's Individual Settlement Payment by (a) dividing 25% of the PAGA Payment by the total number of PAGA Pay Periods and (b) multiplying the result by each PAGA Employee's PAGA Pay Period(s). Within ten (10) calendar days following the Funding of the Settlement, the Settlement Administrator shall issue Individual Settlement Payments from the Settlement Fund Account to each PAGA Employee at his or her last known mailing address. 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. Any checks returned as non-deliverable on or before the Void Date will be sent promptly via regular First Class U.S. Mail to the forwarding address affixed thereto. 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, or Social Security number of the PAGA Employee involved, and will then perform a single re-mailing. Any check re-mailings will not extend the 180-day period to cash a check. Any checks issued to PAGA Employees shall remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their issuance and then shall become void on the 181st day after issuance, *i.e.*, the Void Date. The Parties agree that, within fourteen (14) calendar days after the Void Date, any unclaimed funds in the Settlement Fund Account as a result of the failure to cash Individual Settlement Payment checks prior to the

Void Date shall be handled in accordance with California Code of Civil Procedure section 384 and transmitted to California's Unclaimed Property Fund in the name of the PAGA Employee.

13. Calculation of Individual Settlement Payments. Each PAGA Employee's pro rata share of the PAGA Employee Fund ("Individual Settlement Payment") will be determined by converting the PAGA Employee Fund into a pay period value. The PAGA Pay Period value will be established by dividing the PAGA Employee Fund by all PAGA Pay Periods for all PAGA Employees during the PAGA Period. The Individual Settlement Payment for each PAGA Employee will be determined by multiplying the PAGA Pay Period value by each PAGA Employee's individual PAGA Pay Periods. All payments are for penalties and will be reported on IRS 1099 forms.

14. Tax Treatment of Individual Settlement Payments. One hundred percent (100%) of each Individual Settlement Payment shall be allocated to miscellaneous income for which an IRS Form 1099 will be issued, if required by law.

15. Administration of Taxes. The Settlement Administrator will be responsible for issuing to Plaintiff, PAGA Employees, and Plaintiff's Counsel Form 1099s or other tax forms as may be required by law for all amounts paid pursuant to this Settlement, and for forwarding all penalties to the appropriate government authorities.

16. Certification of Completion. Upon completion of administration of the Settlement, the Settlement Administrator will provide a written declaration under oath to certify such completion to the Court and counsel for all Parties. Plaintiff's Counsel shall file this declaration with the Court within seven (7) calendar days of receipt.

D. Miscellaneous Provisions

1. No Effect on Employee Benefits. Amounts paid to Plaintiff and other PAGA Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans) sponsored by any of the Defendants.

2. Tax Liability. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Plaintiff understands and agrees that she will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein and will hold Plaintiff's Counsel, Defendants, the Released Parties, Defense Counsel, and the Settlement Administrator free and harmless from and against any claims resulting from treatment of such payments as non-taxable damages. Each Party to this Settlement (for purposes of this Section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular

230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or advisor to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or advisor to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

3. 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.

4. 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.

5. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms with respect to the Released Claims, and no oral or written representations, warranties, or inducements have been made to any Party concerning this Settlement Agreement or its Exhibits other than the representations, warranties, and covenants contained and memorialized in the Settlement Agreement and its Exhibits.

6. Amendment or Modification. This Agreement may be amended or modified only by a formal written instrument signed by counsel for all Parties or their successors-in-interest.

7. Authorization to Enter Into Settlement Agreement. The Parties warrant and represent that 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. The person or persons signing this Settlement Agreement on behalf of Defendants represent and warrant that he or she is authorized to sign this Settlement Agreement on behalf of each of the Defendants. Plaintiff represents and warrants that she is authorized to sign this Settlement Agreement and that she has not assigned any claim covered by this Settlement to a third party.

8. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

9. 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.

10. 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.

11. Execution and Counterparts. This Agreement is subject only to the execution of all Parties. Any party may sign and deliver this Agreement by signing on the designated signature block and transmitting that signature page via Docusign or as an imaged attachment or other electronic signature. Any signature made and transmitted by Docusign or as an imaged attachment or electronic signature for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the party who transmits the signature page. The Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, will be deemed to be part of one and the same instrument.

12. Acknowledgement that the Settlement is Fair, Adequate and Reasonable. The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations facilitated by an experienced wage-and-hour class action mediator, 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, adequacy, and reasonableness of this Settlement.

13. Waiver of Certain Appeals. In the event the Court grants Approval of this Settlement, the Parties agree to waive appeals concerning this Settlement.

14. Captions. The captions and Section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the provisions of this Agreement.

15. Waiver. No waiver of any condition or covenant contained in this 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.

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

17. 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 Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may

become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' name or locations, through a press release, posting on counsel's website, in social media, or by any other public means, other than necessary court filings and proceedings *associated* with the Settlement. Nothing in this provision is intended to prohibit (a) Plaintiff from discussing this Settlement with her spouse or partner, attorneys or tax advisor; (b) Plaintiff's counsel from communicating with PAGA Employees in this case, the Labor Workforce Development Agency or with the court in which this action is pending; or (c) Plaintiff's Counsel from discussing in court filings information about the case and settlement available in the public record for the limited purpose of allowing counsel to either establish adequacy of counsel or for purposes of seeking court approval of other representative settlements.
It is hereby agreed.

Dated: 8/12/2026

Signed by:

743AF63A93AE459...

Kia Janae Brown

Aston Carter, Inc.

Dated: _____

Name:
Title:

Maximus, Inc.

Dated: _____

Name:
Title:

Guidant Global, Inc.

Dated: _____

Name:
Title:

become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' name or locations, through a press release, posting on counsel's website, in social media, or by any other public means, other than necessary court filings and proceedings *associated* with the Settlement. Nothing in this provision is intended to prohibit (a) Plaintiff from discussing this Settlement with her spouse or partner, attorneys or tax advisor; (b) Plaintiff's counsel from communicating with PAGA Employees in this case, the Labor Workforce Development Agency or with the court in which this action is pending; or (c) Plaintiff's Counsel from discussing in court filings information about the case and settlement available in the public record for the limited purpose of allowing counsel to either establish adequacy of counsel or for purposes of seeking court approval of other representative settlements.
It is hereby agreed.

Dated: _____

Kia Janae Brown

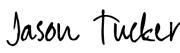
Aston Carter, Inc.

Dated: _____

Name:
Title:

Maximus, Inc.

Dated: Aug 3, 2026

Signed by:


Name: Jason Tucker
Title: SVP Litigation

Guidant Global, Inc.

Dated: _____

Name:
Title:

become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

18. Publicity. Neither Plaintiff nor Plaintiff's counsel will publicize this Settlement by Defendants' name or locations, through a press release, posting on counsel's website, in social media, or by any other public means, other than necessary court filings and proceedings *associated* with the Settlement. Nothing in this provision is intended to prohibit (a) Plaintiff from discussing this Settlement with her spouse or partner, attorneys or tax advisor; (b) Plaintiff's counsel from communicating with PAGA Employees in this case, the Labor Workforce Development Agency or with the court in which this action is pending; or (c) Plaintiff's Counsel from discussing in court filings information about the case and settlement available in the public record for the limited purpose of allowing counsel to either establish adequacy of counsel or for purposes of seeking court approval of other representative settlements.
It is hereby agreed.

Dated: _____

Kia Janae Brown

Aston Carter, Inc.

Dated: _____

Name:
Title:

Maximus, Inc.

Dated: _____

Name:
Title:

Guidant Global, Inc.

Dated: September 8, 2026



Name: Ricardo J. Lara, Jr.
Title: Secretary

Exhibit A – Notice to PAGA Employees

[Administrator Notice]

You are receiving this payment because of a lawsuit brought by a former California employee, Kia Janae Brown (“Plaintiff”), against Defendants Aston Carter, Inc., Maximus, Inc. and Guidant Global, Inc. (collectively “Defendants”) for civil penalties pursuant to the Private Attorneys General Act, Labor Code §§ 2698 et seq. (“PAGA”), styled as *Kia Janae Brown v. Aston Carter, Inc. et. al.*, Sacramento County Superior Court, Case No. 34-2022-00329962-CU-OE-GOS (the “PAGA Action”). Plaintiff raised claims against Defendants related to payment of regular and final wages, issuance of wage statements, paying minimum wage, paying overtime, authorizing and permitting rest periods, providing meal periods, deductions, recordkeeping, and other related claims.

Defendants deny these claims and deny that they owe any penalties, but to avoid further time and expense in litigation, Defendants and Plaintiff have agreed to settle the case. The settlement is not an admission of wrongdoing by Defendants or an indication that any law was violated or that any of the claims in the PAGA Action have merit. The Court has not ruled on the merits of the claim, and by approving the settlement, the Court is not suggesting which side would win or lose this case if it went to trial.

The settlement resolves the PAGA claims asserted in the lawsuit on behalf of all individuals who were employed by Defendant Aston Carter, Inc., and assigned to work on the UI Deferred Workload Project for Maximus, Inc., as hourly, nonexempt employees in California at any time from November 17, 2021 to February 21, 2026 (the “PAGA Period”).

According to Defendant Aston Carter, Inc.’s records, you are a PAGA Employee and are therefore entitled to a share of the Settlement. The enclosed check is your share of the settlement, based on the number of pay periods you worked during the PAGA Period. This amount represents the settlement of a disputed claim for penalties and will be reported on an IRS Form 1099. Your check is valid for 180 days from the date of mailing. After that date, you cannot cash the check. Funds attributable to such uncashed checks will be sent to the State of California Unclaimed Property Fund in your name.

There is no opportunity to opt-out of this PAGA settlement. You are covered by this settlement and release the following claims against Defendants:

All claims alleged under the California Private Attorneys General Act of 2004 (“PAGA”), or that reasonably could have been alleged, based on the facts asserted in the authorization letter sent by Plaintiff to the LWDA, or any version of the complaint in the Action, pertaining to Plaintiff and the Aggrieved Employees, arising during the PAGA Period, irrespective of theory of recovery. This includes, but is not limited to, PAGA claims based on failure to pay wages for all hours worked (including minimum, straight time, and overtime wages), failure

to provide meal periods, failure to authorize and permit rest periods, failure to provide accurate wage statements, failure to pay wages due at separation of employment, failure to pay wages timely during employment, and failure to reimburse business expenses, including but not limited to claims arising under California Labor Code sections §§ 201-204, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2802, Bus. and Prof. Code § 17200, *et seq.*, and the applicable IWC Wage Orders.

If you have any questions, please contact the court-approved settlement administrator, _____, using the information below:

<<Address>>

<<City>> <<State>> <<Zip>>

Tel: (____) _____ - _____

Email: _____

DO NOT CONTACT THE COURT ABOUT THIS SETTLEMENT.