CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action Settlement and Representative Action Agreement (the "Agreement") is being entered into between Plaintiffs Christopher Vizcarra and Harvey Hughes (collectively, "Plaintiffs"), individually and on behalf of all others similarly situated, and their heirs, personal representatives, assigns, successors, agents, and attorneys; and Defendant PODS Enterprises, LLC ("PODS"), and its predecessors, parents, subsidiaries, affiliated organizations, successors, assigns, directors, officers, employees, agents, attorneys, representatives, shareholders, and their respective heirs and personal representatives (altogether, the "Parties"). Accordingly, and in exchange for the mutual promises contained herein and for other good and valuable consideration, the receipt of which is expressly acknowledged, the Parties agree as follows:

1. BACKGROUND

Plaintiffs filed an action against PODS, styled *Vizcarra et al. v. PODS Enterprises, LLC*, Case No. CIVSB2308694, in the Superior Court of the State of California, for the County of San Bernardino, which, after amendments, was consolidated and became the lead case with Case No. CIVSB2333346 (together, the "Litigation").

In the Litigation, Plaintiffs alleged twelve causes of action against PODS for wage-and-hour violations: (1) Failure to Pay Overtime Wages; (2) Failure to pay all Wages and Minimum Wages; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Timely Furnish Accurate Itemized Wage Statements; (6) Failure to Timely Pay Wages During Employment (7) Failure to Provide Sick Pay; (8) Failure to Provide COVID-19 Supplemental Paid Sick Leave at the Regular Rate; (9) Waiting Time Penalties; (10) Failure to Reimburse

Business Expenses; (11) Violations of Business & Professions Code section 17200 *et seq*.; and (12) Civil Penalties Pursuant to PAGA Labor Code § 2698 *et seq*.

PODS denied any liability associated with the claims and allegations in the Litigation, or that Plaintiffs or the putative class members or alleged aggrieved employees were entitled to relief. PODS also denied that this case is appropriate for class or representative treatment. PODS maintained, among other things, that it complied with California and federal law in all respects.

The parties actively and vigorously litigated this case, conducted a thorough investigation into the facts of the case, and diligently investigated the allegations in the Litigation. Plaintiffs' Counsel reviewed documents and data produced by PODS and other sources, including but not limited to Plaintiffs' and putative class members' and alleged aggrieved employees' employment records, job descriptions, class-wide data regarding the number of class members, Workweeks (as defined below), pay periods, and terminations during the time period at issue, and policies, among other information and documents. The parties exchanged information and documents formally and informally.

This Agreement resolves the Litigation and applies to any and all claims that Plaintiffs, Class Members and Aggrieved Employees as defined in Section 3, made or could have made in the Litigation.

2. STATEMENT OF NO ADMISSION

This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission by PODS as to the merits, validity, or accuracy of any of the allegations or claims made against it in the Litigation.

This Agreement, and any action taken in negotiation or implementation thereof, and all acts performed or documents executed pursuant to or in furtherance of this Agreement, including but not limited to any and all payments made to Plaintiffs, Class Members, Aggrieved Employees, or Plaintiffs' counsel pursuant to the Agreement (i) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any wrongdoing or liability on the part of PODS or of the truth of any of the factual allegations in the Litigation; (ii) are not, shall not be deemed to be, and may not be used as, an admission or evidence of any fault or omission on the part of PODS in any civil, criminal, administrative, or arbitral proceeding in any court, administrative agency, or other tribunal; and (iii) are not, shall not be deemed to be, and may not be used as an admission or evidence of the appropriateness of Plaintiffs', Class Members', or Aggrieved Employees' claims, or any similar claims, for class action or representative treatment. This Agreement is a settlement document and shall be inadmissible as evidence in any proceeding, except as necessary in any action or proceeding to approve, interpret, or enforce the terms of this Agreement.

3. CERTIFICATION OF SETTLEMENT CLASS

The Parties agree that class certification under the terms of this Agreement is for settlement purposes only. PODS contends that, except for purposes of settlement, certification of any class would not be appropriate and that Plaintiffs and Class Members would not successfully obtain class treatment or, if obtained, survive a motion for decertification. Nothing in this Agreement will be construed as an admission or acknowledgement of any kind that any class should be certified or maintained in the Litigation or in any other action or proceeding. Further, this Agreement and the Court's actions with regard to this Agreement will not be admissible in any court or other tribunal regarding the propriety of class certification or the maintenance of a class action. In the event this Agreement is not finally approved by the Court, any appellate court, or otherwise fails to be effective and enforceable or is terminated or voided, PODS will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Litigation. Such objections and defenses include but are not limited to PODS' objections and defenses to class certification and treatment as a representative action.

The term "Class Members" means all current and or former non exempt employees who worked for PODS in California during the period from March 26, 2022 through February 16, 2026 (the Class Period), excluding any individual who timely and validly submits a request for exclusion from the Settlement Class and any individual who previously settled and released PODS from liability for claims released in this Agreement. The Class Members, upon certification by the Court for settlement purposes, constitute the "Settlement Class."

The term "Aggrieved Employees" means all current and or former non-exempt employees who worked for PODS in California during the period from April 17, 2022 through February 16, 2026 (the PAGA Period) and who are alleged to have suffered one or more Labor Code violations within the meaning of the California Private Attorneys General Act. Aggrieved Employees are not a separate class and do not have opt out rights. Civil penalty claims on behalf of Aggrieved Employees are resolved solely through the PAGA Release and PAGA Allocation described in this Agreement. Except for the portion of the PAGA Allocation distributed to Settlement Class Members as part of the Net Settlement Amount, no separate payments shall be made to Aggrieved Employees in their individual capacities

4. WORKWEEK ESCALATOR PROVISION

The Parties agree that the Settlement is based on Defendant's representation that, as of the mediation date, Settlement Class Members worked approximately 33,817 total Workweeks during the Class Period. If, following Defendant's provision of the Class List and calculation of Workweeks by the Settlement Administrator, the total number of Workweeks attributable to Settlement Class Members exceeds the estimated 33,817 Workweeks by more than 7.5 percent, Defendant shall increase the Gross Settlement Amount on a pro rata basis by 1 percent for each 1 percent by which the total Workweeks exceed the 7.5 percent threshold. Any increase to the Gross Settlement Amount pursuant to this provision shall be added to the Gross Settlement Amount and distributed in accordance with the terms of this Agreement, including allocation among attorneys' fees, costs, settlement administration expenses, PAGA penalties, incentive awards, and payments to Settlement Class Members. In no event shall the operation of this Workweek Escalator Provision reduce any payment otherwise due under this Agreement.

5. PAYMENTS BY PODS TO PLAINTIFFS, CLASS MEMBERS

PODS agrees to pay up to a maximum of Four-Hundred and Forty Thousand Dollars, ($440,000) (the "Gross Settlement Amount"), inclusive of all attorneys' fees, litigation costs, and settlement administration costs paid to a settlement administrator mutually selected by the Parties ("Settlement Administrator"), to Plaintiffs and Class Members, the California Labor & Workforce Development Agency ("LWDA"), to fully, finally, and forever settle all claims in the Litigation, on the terms set forth below in this Section. The Gross Settlement Amount is subject to increase pursuant to Section 4 supra.

A. <u>Payments to Class Members</u>

In exchange for the provisions set forth in the Settlement Agreement, within thirty (30) days of the latest of the conditions occurring in Section 7 below, PODS agrees to pay to Class Members their pro rata shares of the Net Settlement Amount. The Net Settlement Amount means the amount remaining after deducting the following from the Gross Settlement Amount: (1) Twenty Five Thousand Dollars ($25,000) of the Gross Settlement Amount is allocated to resolve claims under the California Private Attorneys General Act; (2) of the allocated $25,000, Seventy-five percent (75%), or eighteen thousand seven hundred and fifty dollars ($18,750) shall be paid to the California Labor and Workforce Development Agency and (3) Twenty five percent (25%), or six thousand two hundred fifty dollars ($6,250), shall be included in the Net Settlement Amount and distributed pro rata to Class Members, after (4) payment of settlement administration costs advanced by PODS to the Settlement Administrator, payment of any approved class representative incentives to Plaintiffs, and payment of approved attorneys' fees and costs to Plaintiffs' counsel.

The Net Settlement Amount will be distributed to Class Members based on their Workweeks employed for PODS during the Class Period ("Individual Settlement Payment"). Each Class Member's Individual Settlement Payment will be calculated by determining the number of Workweeks that each Class Member worked as an hourly-paid or non-exempt employee of PODS in the State of California during the Class Period and, which is derived by dividing the Net Settlement Amount by the total Workweeks worked by all Class Members.

Individual Settlement Payment checks will remain valid and negotiable for one hundred and eighty (180) days after the date of issuance. If an Individual Settlement Payment check is returned before the expiration of the 180-day period ("Returned Check"), within five (5) days of receipt of the Returned Check, the Settlement Administrator shall undertake a skip-trace search for an alternate mailing address and re-mail the Returned Check to an alternate mailing address (if one is located), under a cover letter indicating that the Returned Check will continue to be valid and negotiable for thirty (30) days after the date of re-mailing. In the event that any checks mailed to Class Members are not cashed, deposited, or otherwise negotiated within the 180-day period, no forwarding address can be located for a Returned Check, or a Returned Check is remailed but not cashed, deposited, or otherwise negotiated within the 30-day period from the re-mailing of the Returned Check, then the checks shall be cancelled by the Settlement Administrator, and the funds associated with such cancelled checks shall be transmitted by the Settlement Administrator pursuant to governing California law to the State of California Unclaimed Property Fund, to be held there in the name of and for the benefit of such Class Members under California's escheatment laws, and such Class Members shall nevertheless be bound to the Settlement and the Final Approval Order.

Individual Settlement Payments shall be allocated in two parts: (1) thirty-five percent (35%) as wages and (2) sixty-five percent (65%) as penalties, interest, and other non-wage damages. The wage portion will be reported on an IRS Form W-2, and the portions allocated to penalties and interest will be reported on an IRS Form 1099. The Individual Settlement Payments will be reduced by any required deductions and withholdings with respect to the wage portion of the Individual Settlement Payments. Class Members otherwise shall be responsible for their own tax obligations with respect to the Individual Settlement Payments sent to them, and agree that they are not relying on any information provided by PODS concerning the tax consequences of payments made under this Agreement.

B. <u>Payment of Plaintiffs' and Class Members' Attorneys' Fees and Costs</u>

Within thirty (30) days of the latest of the conditions occurring in Section 7 below, PODS will pay to Plaintiffs' counsel, through the Settlement Administrator, the total amount of attorneys' fees awarded by the Court, not to exceed thirty five percent (35%) of the Gross Settlement Amount, as well as reimbursement for costs awarded by the Court, in full settlement of any claims Plaintiffs and any Class Member or Aggrieved Employee has, had, or may have as to the recovery of attorneys' fees and costs incurred in the Litigation. The Parties acknowledge and agree that this portion of the Settlement represents compensation for disputed claims for attorneys' fees and costs incurred by Plaintiffs and Class Members. The Settlement Administrator shall issue any required IRS Form 1099 in connection with the payment of attorneys' fees and costs, and no deductions or withholdings shall be made from such payment. Plaintiffs, Class Members, and Plaintiffs' counsel shall be responsible for their own tax obligations with respect to the attorneys' fees and costs payment.

C. <u>Incentive Payment to Plaintiffs</u>

Within thirty (30) days of the latest of the conditions occurring in Section 7 below, PODS will pay to each of the Plaintiffs, sent through Plaintiffs' counsel, incentive payments awarded by the Court not to exceed the total gross amount of Ten Thousand Dollars and Zero Cents ($10,000) per Plaintiff for their provision of services to the Class Members during the Litigation. The incentive payments are included in the Gross Settlement Amount and shall not increase PODS' payment above the Gross Settlement Amount. The incentive payment shall not be considered wages, and therefore, it is not subject to any tax withholding or contribution and an IRS Form 1099 will be issued with respect to the payments. Plaintiffs shall be responsible for their own tax obligations with respect to the incentive payment. The Parties agree that the incentive payments to Plaintiffs are fair and reasonable.

D. <u>No Additional Payments</u>

The Parties agree that the payments set forth in this Section 4 constitute PODS' sole and entire monetary obligation to Plaintiffs, Class Members, Aggrieved Employees, LWDA, and

Plaintiffs' counsel under this Agreement, and that, once made by PODS in accordance with this Section 4, shall completely and finally discharge PODS' obligations to pay Plaintiffs, Class Members, Aggrieved Employees, LWDA, and Plaintiffs' counsel under this Agreement, and that the payment process does not create any residual funds.

6. NOTICE OF CLASS ACTION SETTLEMENT AND SETTLEMENT OPT-OUT FORM

A. <u>Filing of Motion for Preliminary Approval</u>

Within 30 days after execution of this Settlement Agreement by all Parties, the Parties shall file a joint motion for preliminary approval of the class settlement and approval of the Class Notice. After the Court grants Final Approval and enters Judgment, the Parties shall file a request for dismissal with prejudice consistent with the Judgment and this Settlement Agreement.

B. <u>Appointment of Settlement Administrator</u>

The parties have selected ___________ as the Settlement Administrator to handle the notice and administration of the Settlement. The Settlement Administrator will mail a Class Notice to each Class Member; receive, review, and process Requests for Exclusion, Notices of Objection, and Workweek Disputes; calculate Individual Settlement Payments; withhold applicable taxes and withholdings; prepare and transmit necessary tax documentation and filings; and transmit all required payments. The Settlement Administrator will also handle inquiries from Class Members regarding the Settlement and perform any other usual and customary duties for administering a class action settlement.

C. Mailing Notice of Class Action Settlement and Settlement Opt-Out Form

Within fifteen (15) calendar days following the entry of an Order preliminarily approving the Settlement Agreement, PODS will provide the Settlement Administrator with a list of Class Members and their last known addresses for notice and settlement administration ("Class List"). Within thirty (30) calendar days of receipt of the Class List, the Settlement Administrator will send by first-class mail to all putative Class Members a Notice of Class Action Settlement and Settlement Opt-Out Form ("Class Notice") in a form that substantially conforms to the forms agreed to by the Parties and approved by the Court. Prior to mailing the Class Notices, the Settlement Administrator shall attempt to locate the Class Members' updated addresses by a search of the National Change of Address Database or any other similar service available. If a Class Notice is returned as undeliverable, the Settlement Administrator will promptly re-mail it to a forwarding address, if provided, or to an updated address obtained from a skip-trace search.

The Class Notices will advise individual Class Members of their right to opt out of the Settlement Agreement, object to all or any part of the Settlement Agreement, and/or dispute the number of Workweeks credited to them. Any Class Member who wishes to opt out from the Settlement Agreement, object to the Settlement Agreement, and/or dispute the number of Workweeks credited to him or her, must do so in writing to the Settlement Administrator postmarked no later than forty-five (45) calendar days from the date of mailing of the Class Notice to the Class Members ("Response Deadline").

D. Time and Manner for Class Members to File Objections

All Class Members shall have forty-five (45) days from the original mailing of the Class Notice to file with the Court and serve upon Plaintiff's counsel and PODS' counsel any objections to this Agreement, and a memorandum of points and authorities in support of said objections. Any Class Member who fails to file a timely written objection in accordance with these procedures shall be foreclosed from objecting to the Agreement, unless otherwise ordered by the Court.

Unless the Court directs otherwise, the forty-five (45) day period applies notwithstanding any claim regarding non-receipt of the Class Notice. All objections must state with particularity the basis therefore. Further, if any objector intends to appear at the hearing on Final Approval, either in person or through counsel, he or she will include notice of that fact and state the purpose for his or her appearance in his or her objection. The Parties will be permitted to respond in writing to such objections within the time period set by the Court.

E. Time and Manner for Filing Settlement Opt-Out Form

Class Members shall have forty-five (45) days from the date of mailing of the Class Notice to have postmarked and mailed to the Settlement Administrator a proper Settlement Opt-Out Form. Upon expiration of this forty-five (45) day period, any Class Member who fails to submit a Settlement Opt-Out Form will be bound by all terms of the Agreement, including the release provision of Section 6(C) below. Unless the Court directs otherwise, the forty-five (45) day period applies notwithstanding any claim regarding non-receipt of the Class Notice.

F. Time and Manner for Disputing Workweeks

A Class Member's dispute of the number of Workweeks credited and used to calculate the Class Member's Individual Settlement Payment ("Workweek Dispute") must include: (i) the full name, current mailing address, telephone number, signature, and last four digits of the Social Security number of the disputing Class Member; (ii) the case name and number of the Litigation;

(iii) a statement indicating that the Class Member seeks to dispute the number of Workweeks credited to him or her, the time period(s) he or she worked for PODS in a non-exempt position in California during the Class Period, and the number of Workweeks that he or she contends should be credited to him or her; and (iv) documentation and/or other facts supporting the Class Member's position. In response to any timely Workweeks Dispute, PODS will first verify the information contained in the disputing Class Member's personnel file and PODS' payroll records. Unless the Class Member can establish that the number of Workweeks credited to him or her is incorrect, by providing documentation in support thereof or other details to substantiate his or her position, the total number of Workweeks established by PODS' records will control. Plaintiffs' counsel and PODS' counsel will then make a good faith effort to resolve the dispute informally before the Final Approval Hearing. If counsel for the Parties cannot agree, the dispute shall be resolved by the Settlement Administrator before the Final Approval Hearing, who shall examine the records provided by the PODS and the Class Member, and shall be the final arbiter of disputes relating to a Class Member's Workweeks. The Settlement Administrator's determination regarding any such dispute shall be final.

7. PLAINTIFFS' AND CLASS MEMBERS' OBLIGATIONS TO PODS

A. Representations

Plaintiffs represent and warrant to PODS that, other than the Litigation and a separate individual claim by Harvey Hughes that has been resolved, Plaintiffs have no pending charges, complaints, claims, or actions against PODS arising out of their employment with PODS in which they assert a claim for unpaid wages or compensation.

C. <u>Class Member Release</u>

Upon the Effective Date, Plaintiffs and each Class Member, individually and on behalf of their respective heirs, successors, assigns, agents, and representatives, fully, finally, and irrevocably release, acquit, and discharge PODS from any and all claims, demands, rights, liabilities, obligations, causes of action, penalties, damages (including liquidated damages), costs, and attorneys' fees of every nature whatsoever, whether known or unknown, that were alleged or that could have been alleged in the Litigation, including but not limited to claims for unpaid wages, minimum wages, overtime wages, meal period premiums, rest period premiums, wage statement violations, waiting time penalties, reimbursement of business expenses, failure to provide paid sick leave or COVID-19 supplemental paid sick leave, unfair competition under Business and Professions Code section 17200 et seq., and related derivative penalties and interest during the Class Period.

D. Class Representative Release

In exchange for the Class Representative Incentive Payments, Plaintiffs, in addition to their Class Member Releases, also hereby release, on behalf of themselves and each of their family members, heirs, representatives, attorneys, and assigns, all federal and state statutory claims, and federal and state common law claims that Plaintiffs may have had, or presently have, against any of the Released Parties.

Specifically, and without limitation, Plaintiffs release any and all claims the Plaintiffs might have under the Age Discrimination in Employment Act, the federal WARN Act and the California WARN Act, Title VII of the Civil Rights Act of 1964, Sections 1981 and 1983 of the Civil Rights Act of 1866, the Americans With Disabilities Act, the Employee Retirement Income

Security Act of 1974, the Equal Pay Act of 1963, the Genetic Information Nondiscrimination Act of 2008, Section 15(a)(3) of the Fair Labor Standards Act of 1938, the Labor-Management Relations Act of 1947, the Family and Medical Leave Act of 1993, the Uniformed Services Employment and Reemployment Rights Act of 1963, and all similar federal, state, or local laws specifically including, but not limited to, the California Fair Employment and Housing Act, the California Labor Code, the California Private Attorney General Act, the California Family Rights Act, and the California Unruh Civil Rights Act. Notwithstanding anything to the contrary in this paragraph, Plaintiff Harvey Hughes shall execute a separate confidential settlement agreement and release for his individual non-wage and hour claims.

Plaintiffs also agree not to bring any action against any of the Released Parties under California law for claims such as wrongful termination, retaliation (whether arising in tort, in violation of a statutory protection, or otherwise), breach of contract, breach of the covenant of good faith and fair dealing, infliction of emotional distress, or any and all other constitutional, common law, statutory, or applicable claims.

It is Plaintiffs' intention to settle fully and release all of the claims they now have against the Released Parties, whether known or unknown, suspected or unsuspected. The Class Representative Incentive Payments shall be paid to Plaintiffs specifically in exchange for the general release of the Released Parties from all claims set forth in this Agreement, including those specified in this paragraph.

Plaintiffs expressly waive all rights that Plaintiffs might have under any law that is intended to protect Plaintiffs from waiving unknown claims and Plaintiffs understand the significance of doing so. California Civil Code Section 1542 provides as follows:

> **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

Plaintiffs have read and understand California Civil Code Section 1542, and expressly acknowledge and agree that any and all rights under Section 1542 of the California Civil Code, other than any rights specifically reserved by law or regulation, are waived.

This release does not extend to any for workers compensation benefits, unemployment insurance benefits, disability insurance benefits, claims arising after the Class Period, or any claims that cannot be released as a matter of law.

D. PAGA Release

Upon the Effective Date, Plaintiffs, pursuant to the California Private Attorneys General Act of 2004, Labor Code section 2698 et seq., and subject to Court approval, release and discharge PODS from any and all civil penalty claims under PAGA that were alleged or that could have been alleged, for violations of the California Labor Code occurring during the PAGA Period.

The Parties agree that this PAGA Release is intended to comply with all applicable requirements governing representative PAGA settlements, including Court approval and payment of the statutorily required portion of penalties to the California Labor and Workforce Development Agency.

E. No Prior Assignments

Plaintiffs and Class Members represent, covenant, and warrant that they have not directly or indirectly assigned or transferred to any person not a party to this Agreement any released matter or any right to any payment or other consideration provided pursuant to this Agreement. Plaintiffs and Class Members agree to defend, indemnify, and hold PODS harmless from any and all claims based on, in connection with, and or arising out of any such assignment or transfer made, purported, or claimed.

8. CONDITIONS OF SETTLEMENT

Performance by PODS of the obligations set forth in this Agreement is subject to all of the following material conditions:

1. Entry by the Court of the Order of Preliminary Approval of the Settlement Agreement and Certification of the Settlement Class;

2. Mailing of the Notice of Class Action Settlement and Settlement Opt-Out Form to the Class Members in accordance with the Court's Order of Preliminary Approval and Certification of the Settlement Class;

3. Entry by the Court of the Judgment granting final approval of the Settlement Agreement and dismissing the Litigation with prejudice. The Judgment shall constitute a final judgment for purposes of appeal and enforcement of this Agreement;

4. Said Orders and Judgment becoming final through the latest to occur of the following, as applicable: (a) expiration of all potential appeal periods without an appeal being noticed of the Order of Final Approval and entry of Judgment; (b) final affirmance of the Order of Final Approval and entry of Judgment by an appellate court as a result of any appeal, or final dismissal or denial of all such appeals (including any petitions for review, rehearing, certiorari, etc.); or (c) final disposition of any supplemental or subsequent proceedings resulting from any appeal that affirms and makes final the Order of Final Approval and entry of Judgment.

Until and unless all applicable events listed in (1) – (4) above occur, PODS shall have no obligation to perform under this Agreement, except for obligations provided in this Agreement that are necessary to support achievement of the material conditions listed above. PODS may only waive the above listed material conditions to its performance in a separate writing signed by PODS' counsel after the date this Agreement has been signed by all signatories listed at the end of this Agreement.

9. MISCELLANEOUS PROVISIONS

A. <u>Miscellaneous Definitions</u>

1. The term "Court" as used herein means the Superior Court of California in and for the County of San Bernardino.

2. "PODS' counsel" shall mean Reed L. Russell and Raquel R. Jefferson at Phelps Dunbar LLP.

3. "Plaintiffs' counsel" shall mean Marcus J. Bradley at Bradley/Grombacher LLP, Mehrdad Bokhour at Bokhour Law Group, P.C., and Joshua S. Falakassa at Falakassa Law, P.C., and who represent Plaintiffs and Class Members.

B. <u>No Improper Publicity</u>

Plaintiffs, including through their counsel, shall not, other than necessary filings related to completing the Settlement and obtaining preliminary and final approval, publicize, advertise, or otherwise draw public or media attention to the fact or terms of settlement, including but not limited to postings on social media (such as Twitter, Instagram, Facebook, TikTok, LinkedIn, Reddit, Plaintiff's counsel's firm website, or other social media platform(s)).

This provision shall not be construed to restrict any Party from communicating with Class Members regarding the Settlement in a manner consistent with this Agreement or from making disclosures reasonably necessary to obtain Court approval or enforce the Settlement.

C. <u>Attorneys' Fees and Costs</u>

Other than as set forth in Section 4(B), above, the Parties agree to bear their own attorneys' fees and costs in connection with the Litigation, including in the preparation and implementation of this Agreement.

D. <u>Joint Drafting</u>

Should any provision of this Agreement require interpretation or construction, the court (or other person construing the Agreement) will not apply a presumption that the provision will be more strictly construed against one party by reason of the rule of construction that a document is to be construed against the party who prepared the Agreement. It is agreed that both parties participated in the negotiation and preparation of the provisions of this Agreement.

E. Entire Agreement

The Agreement represents the sole and entire agreement between the Parties and supersedes any and all prior agreements, negotiations, or discussions between the Parties and/or their respective counsel with respect to the subject matter covered in the Agreement. The Parties further agree that the Agreement may not be modified orally and that any modification of this Agreement must be in writing and executed by the Parties.

F. Severability

If one or more paragraph(s) of this Agreement are ruled invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the Agreement, which shall remain in full force and effect.

G. Captions

Section or paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of the Agreement or any provision hereof.

H. Counterparts

The Agreement may be executed in one or more counterparts, including via electronic signature delivery mechanisms (such as, but not limited to, Docusign). All executed counterparts and each of them shall be deemed to be one and the same instrument. A fax, scan, or a copy shall be deemed the same as an original.

I. <u>Informed, Voluntary Signature</u>

In entering into this Agreement, Plaintiffs, individually and on behalf of the Class Members and Aggrieved Employees, represent that, before executing this Agreement, they have completely read all the terms herein and that they fully understand and voluntarily accept the terms after having the opportunity to consult adequate legal counsel of their choice. Plaintiffs, individually and on behalf of the Class Members and Aggrieved Employees, further acknowledge and agree that they have received a reasonable period of time to consider this Agreement and that the subsequent discovery of any facts by them, whether or not existing on the date of this Agreement and no matter how material, shall have no effect on the validity of the Agreement.

SIGNATURES ON NEXT PAGE

Entered and agreed to on this 6th day of February, 2026.

AGREED TO BY PLAINTIFFS:

DocuSigned by:
Christopher Vizcarra
E0AB7D93AC5A4A5...
2/9/2026

Christopher Vizcarra Date

Signed by:
Harvey Hughes
99E849F5014940D...
2/17/2026

Harvey Hughes Date

AGREED TO BY PODS:

_______________________________ _______________________

PODS Enterprises, LLC Date

Its:_______________________________

Entered and agreed to on this 6th day of February, 2026.

AGREED TO BY PLAINTIFFS:

______________________________________ ______________________

Christopher Vizcarra Date

______________________________________ ______________________

Harvey Hughes Date

AGREED TO BY PODS:

Signed by:
Lori Y. Baggett
446A946F02EF40C

2/9/2026

PODS Enterprises, LLC Date

Its: SVP, Chief Legal Officer