PAGA SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

This PAGA Settlement Agreement and Release of PAGA Claims ("Agreement") is made by and between Plaintiff Cinthia Cervantes ("Plaintiff"), on behalf of the State of California, and Defendant TEKsystems Global Services, LLC ("Defendant"). This Agreement pertains to the action entitled *Cervantes v. TEKsystems Global Services, LLC*, Case No. 37-2023-00032587-CU-OE-CTL, filed in the Superior Court of California, County of San Diego ("Action"). Plaintiff and Defendant are collectively referred to herein as the "Parties."

1. DEFINITIONS.

1.1 "Action" means Plaintiff's representative PAGA lawsuit against Defendant captioned: *Cervantes v. TEKsystems Global Services, LLC*, Case No. 37-2023-00032587-CU-OE-CTL, filed in the Superior Court of California, County of San Diego.

1.2 "Administrator" means Apex Class Action Administration, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 "Administration Expenses Payment" means the amount of $1,850.00 that the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses.

1.4 "Aggrieved Employee Data" means Aggrieved Employees' identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of Pay Periods.

1.5 "Court" means the Superior Court of California, County of San Diego.

1.6 "Defense Counsel" means Thompson Coburn LLP, including Kevin D. Sullivan, Esq. and Michael S. Kun, Esq., the attorneys representing Defendant in the Action

1.7 "Effective Date" shall mean the first court date after both of the following have occurred: (i) approval of this settlement is granted and Judgment is entered by the Court, and (ii) judgment approving this settlement becomes Final. "Final," as used in the definition of Effective Date, shall mean the latest of: (1) 30 days following the date by which Plaintiff uploads Notice of Entry of Judgment to the LWDA's website; (2) if the LWDA files a motion to intervene in the Action within 30 days of Plaintiff uploading Notice of Entry of Judgment to the LWDA's website and the Court denies that motion to intervene, 61 days following service of an order denying the motion to intervene; (3) if the LWDA files a motion to intervene in the Action within 30 days of Plaintiff uploading Notice of Entry of Judgment to the LWDA's website and the Court grants that motion to intervene but denies any motion to alter or otherwise set aside the Judgment, 61 days following service of any order denying any motion to alter or otherwise set aside Judgment; (4) if the LWDA files a motion to intervene in the Action within 30 days of Plaintiff uploading Notice of Entry of Judgment to the LWDA's website and the Court grants that motion to intervene, 61 days following service of any order granting any motion to intervene; (5) if there is an appeal of the Judgment, the date 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 in the California Supreme Court; or (6) if such a petition for review in the

California Supreme Court is filed, the date of denial of the petition, or the date the Judgment is affirmed pursuant to such petition.

1.8 "Gross Settlement Amount" means $63,384.00, which is the total amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administrator's Expenses Payment.

1.9 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.10 "Judgment" means the judgment entered by the Court based upon the approval of this PAGA Settlement.

1.11 "LWDA" means the California Labor and Workforce Development Agency.

1.12 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.13 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Counsel Fees ($21,128.00), PAGA Counsel Costs (not to exceed $19,000.00), and the Administration Expenses Payment ($1,850.00).

1.14 "PAGA" means the Private Attorneys General Act (Labor Code § 2698 et seq.).

1.15 "PAGA Counsel" means ARCH Legal P.C., including Nathan J. Reese and Alex M. Kuner, the attorneys representing Plaintiff in the Action.

1.16 "PAGA Notice" means Plaintiff's May 17, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.17 "PAGA Period" means the period from May 28, 2022 until court approval of settlement.

1.18 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Net Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA.

1.19 "Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20 "Plaintiff" means Cinthia Cervantes, the named representative PAGA plaintiff in the Action.

1.21 "Released PAGA Claims" means the claims being released by Plaintiff and the State of California (through Plaintiff as Private Attorney General) as described in Section 5 below.

1.22 "Released Parties" means Defendant and each of its former, present, and future directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, parents, subsidiaries, divisions, and affiliates, along with any individual or entity that could be jointly liable with or vicariously liable for Defendant, including but not limited to the San Diego Unified School District.

1.23 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.24 "Settlement Group" shall consist of all 35 current and former non-exempt employees who worked for Defendant in the State of California at any time during the PAGA Period and were placed to work for the San Diego Unified School District, also referred to herein as "Aggrieved Employees."

2. RECITALS.

2.1 On August 1, 2023, Plaintiff commenced the Action by filing a complaint in the Superior Court of California, County of San Diego, Case No. 37-2023-00032587-CU-OE-CTL, alleging a claims under PAGA against Defendant for violations of the California Labor Code.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave written notice to Defendant and the LWDA by sending the PAGA Notice on May 17, 2023.

2.3 Plaintiff alleges that Defendant violated various provisions of the California Labor Code by purportedly: (1) failing to timely pay minimum, regular, and overtime wages; (2) failing to provide legally compliant meal periods; (3) failing to provide legally compliant rest periods; (4) failing to timely pay all wages due during and upon separation; (5) failing to reimburse necessary business expenses; (6) failing to furnish accurate itemized wage statements; (7) failing to maintain accurate records; and (8) failing to provide paid sick leave.

2.4 Defendant denies the allegations in the Action, denies any failure to comply with the laws identified in the Action, denies that representative treatment on behalf of other employee is appropriate in the Action, and denies any and all liability for the causes of action alleged therein.

2.5 The Parties participated in mediation on June 10, 2025, before Judge Ronald M. Sabraw (Ret.) via Zoom. With the assistance of the mediator, the Parties reached an agreement to settle Plaintiff's PAGA claims. Plaintiff has entered into a separate individual settlement agreement to resolve her claims that are currently pending in arbitration.

2.6 During the mediation, the Parties engaged in good-faith, arm's length negotiations. The Parties resolved the Action subject to the execution of this comprehensive PAGA Settlement Agreement and approval by the Court.

2.7 Prior to mediation, Plaintiff's counsel conducted a thorough investigation of the facts and claims alleged in the Action. The Settlement Group consists of approximately 35 current and former employees who collectively worked approximately 2,657 total Pay Periods from May 28, 2022 through June 3, 2025.

2.8 Based on the investigation and evaluation of the facts and law relating to the claims alleged in the Action, and taking into account the burdens, risks, and delays inherent in litigation, the Parties have determined that the Settlement is fair, reasonable, and adequate, and in the best interests of all Parties.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant shall pay a settlement payment of $63,384.00, which will create a non-reversionary common fund (hereinafter "Gross Settlement Amount" or "GSA") inclusive of Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees, PAGA Counsel Costs, and the Administrator's Expenses Payment.

> 3.1.1 Defendant has no obligation to pay the Gross Settlement Amount prior to the funding deadline established herein in Section 4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Net Settlement Amount. The Net Settlement Amount ("NSA") shall be the Gross Settlement Amount less the Court-approved PAGA Counsel Fees ($21,128.00), PAGA Counsel Costs (not to exceed $19,000.00), and the Administration Expenses Payment ($1,850.00). One Hundred Percent (100%) of the Net Settlement Amount shall be paid as Labor Code Section 2699 penalty payment and shall be distributed as follows: (i) 65% to the Labor and Workforce Development Agency ("LWDA") and (ii) 35% to the Aggrieved Employees, pursuant to Labor Code section 2699(i).

3.3 Settlement Administration Costs. The Settlement Administrator's costs for administering the settlement shall be $1,850.00, which shall be paid from the Gross Settlement Amount. Any reduction by the Court of this amount will revert to the NSA.

3.4 PAGA Counsel Fees. Defendant will not oppose PAGA Counsel's request for attorneys' fees of one-third (1/3) of the Gross Settlement Amount, or $21,128.00. Any reduction by the Court of this request will revert to the NSA.

3.5 PAGA Counsel Costs. Defendant will not oppose PAGA Counsel's requests for reimbursement of litigation costs in the amount not to exceed $19,000.00. Any reduction by the Court of this request will revert to the NSA.

3.6 The LWDA PAGA Payment. The LWDA PAGA Payment shall be 65% of the NSA.

3.7 The Individual PAGA Payments. The Individual PAGA Payments to the Aggrieved Employees will be calculated based on the respective number of Pay Periods each Aggrieved Employee worked during the PAGA Period. The Settlement Administrator shall calculate the respective number of Pay Periods for each Aggrieved Employee. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, if applicable. The payments to Aggrieved Employees constitute civil penalties.

> 3.7.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the 35% portion of the NSA by the total number of Pay Periods worked by all Aggrieved

Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's Pay Periods.

4. SETTLEMENT ADMINISTRATION AND FUNDING.

4.1 Settlement Administrator. The Parties agree that Apex Class Action Administration will manage the administration of this Settlement. The Parties have verified that Apex Class Action Administration, as a condition of appointment, agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Settlement Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Settlement Administrator other than a professional relationship arising out of prior experiences administering settlements.

4.2 Qualified Settlement Fund. 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. The QSF shall be an interest-bearing account at a federally insured bank that is mutually acceptable to the Parties and the Settlement Administrator. The Settlement Administrator shall serve as a Trustee of the QSF and shall act as a fiduciary with handling of all tax-related issues, reporting, and payments. The Parties agree that the QSF shall be a non-reversionary fund and that under no circumstance will there be any reversion to Defendant of any of the funds from the QSF or the GSA.

4.3 Aggrieved Employees Totals. Based on its records, Defendant estimates that there are approximately 35 Aggrieved Employees who collectively worked approximately 2,657 Pay Periods from May 28, 2022 through June 3, 2025. The Settlement Administrator shall have the final authority in calculating the total Pay Periods worked by the Aggrieved Employees during the PAGA Period, calculated pursuant to the terms of this Agreement.

4.4 Aggrieved Employee Data. No later than ten (10) calendar days after the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Settlement Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees only those who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible.

4.5 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) calendar days after the Effective Date.

4.6 Payments from the Gross Settlement Amount. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will distribute the Administration Expenses Payment, PAGA Counsel Fees, and PAGA Counsel Costs.

4.7 Mailing of Individual PAGA Payments. Within ten (10) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator shall mail the Individual PAGA Payments to all Aggrieved Employees by first-class U.S. mail. Prior to mailing, the Settlement Administrator shall perform a National Change of Address (NCOA) search to obtain the best possible address for the Aggrieved Employee.

4.7.1 The face of each Individual PAGA Payment check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Thereafter, any settlement check to an Aggrieved Employee that is not collected within one hundred eighty (180) days of mailing to the Aggrieved Employees shall be cancelled, and funds associated with the check shall be transmitted to the Parties' chosen *Cy Pres* recipient, the Greg E. Knoll Justice Gap Fund.

4.8 Undeliverable Checks. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, or as requested by the Aggrieved Employee prior to the void date.

4.8.1 If an Individual PAGA Payment is returned as undeliverable with a forwarding address provided by the United States Postal Service before the void date, the Settlement Administrator will promptly resend the Individual PAGA Payment to that forwarding address.

4.8.2 If an Individual PAGA Payment is returned as undeliverable without a forwarding address from its first mailing, the Settlement Administrator shall undertake all reasonable efforts to locate a current address, including performing an in-depth skip trace. If the Settlement Administrator obtains a more current address, the Settlement Administrator shall resend the Individual PAGA Payment to that address.

4.9 Uncashed Funds. Any residual amount of the Net Settlement Amount remaining after all Individual PAGA Payments are made resulting from any returned or uncashed checks shall be sent to the Parties' chosen *Cy Pres* recipient, the Greg E. Knoll Justice Gap Fund.

4.10 Accounting. The Settlement Administrator will provide an accounting under oath to PAGA Counsel and Defense Counsel of the amounts paid from the Settlement prior to any final accounting hearing set by the Court, or in case no such hearing is required, no later than nine (9) months after the Individual PAGA Payments have been disbursed, or sixty (60) days from the settlement checks' void date, whichever is later.

5. RELEASE OF CLAIMS.

5.1 Release by Plaintiff, the Settlement Group, and the State of California. Upon deposit of the Gross Settlement Amount in the Qualified Settlement Fund, Plaintiff, the Settlement Group, and the State of California (through Plaintiff as Private Attorney General) release the Released Parties from any and all claims for civil penalties arising from the claims alleged that were alleged or reasonably could have been alleged based on the facts asserted in the PAGA Notice dated May 17, 2023 and/or the operative complaint during the PAGA Period, including any claims for civil penalties arising from Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and 2802, including but not limited to. claims for: (1) failure to timely pay minimum, regular, and overtime wages; (2) failure to provide legally compliant meal periods; (3) failure to provide legally compliant rest periods; (4) failure to timely pay all wages due during and upon separation; (5) failure to reimburse necessary business expenses; (6) failure to furnish accurate itemized wage statements; (7) failure to maintain accurate records; and (8) failure to provide paid sick leave ("Released PAGA Claims"). Said release shall solely apply to any claims arising during the Settlement Group's work performed during the period of time they worked for Defendant at the San Diego Unified School District's Covid 19 tracing contract.

5.2 No Release of Non-PAGA Claims. This Agreement does not release any individual claims Plaintiff may have against Defendant. Plaintiff has entered into a separate individual settlement agreement to resolve her claims that are currently pending in arbitration. Although said agreement is confidential, Plaintiff's counsel will produce the agreement to the Court for *in camera* review should the Court so request.

6. ADDITIONAL PROVISIONS

6.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

6.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

6.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

6.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement where necessary, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of Judge Ronald M. Sabraw (Ret.) and/or the Court for resolution.

6.5 No Prior Assignments. The Parties separately represent 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 released and discharged by the Party in this Settlement.

6.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant, 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.

6.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

6.8 Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors and assigns of each of the Parties.

6.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

6.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

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

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

6.13 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

6.14 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:
ARCH LEGAL P.C.
Nathan J. Reese

Alex M. Kuner
3555 Fifth Avenue, Suite 200
San Diego, California 92103

To Defendant:
THOMPSON COBURN LLP
Kevin D. Sullivan
Michael S. Kun
10100 Santa Monica Boulevard, Suite 500
Los Angeles, CA 90067

6.15 Execution in 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.

6.16 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring the Action to trial under Code of Civil Procedure section 583.310 for the period of this settlement process starting from the date of the June 10, 2025 mediation to the final determination of the Court on approval of the settlement of the Action, and if settlement is approved by the Court, then the extension is throughout the remainder and finalization of the settlement fund disbursement.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: 10/20/2025, 2025

DocuSigned by:
30331DCD82D841E...
CINTHIA CERVANTES
Plaintiff

Dated: ______________, 2025

TEKSYSTEMS GLOBAL SERVICES, LLC

By: ________________________________

Name: ______________________________

Title: ______________________________

Alex M. Kuner
3555 Fifth Avenue, Suite 200
San Diego, California 92103

To Defendant:
THOMPSON COBURN LLP
Kevin D. Sullivan
Michael S. Kun
10100 Santa Monica Boulevard, Suite 500
Los Angeles, CA 90067

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IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Settlement Agreement as of the date set forth below:

Dated: ______________, 2025

____
CINTHIA CERVANTES
Plaintiff

Dated: October 22, 2025

TEKSYSTEMS GLOBAL SERVICES, LLC

DocuSigned by:
By: Thomas Alexander
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Name: Thomas Alexander

Title: Director of Financial Operations

Approved as to form and content.

ARCH LEGAL P.C.

Executed on October 21, 2025 By: _______________________

Nathan J. Reese
Alex M. Kuner
Attorneys for Plaintiff
CINTHIA CERVANTES

THOMPSON COBURN LLP

Executed on __________, 2025 By: _______________________

Michael S. Kun
Kevin Sullivan
Attorneys for Defendant
TEKSYSTEMS GLOBAL SERVICES, LLC

Approved as to form and content.

ARCH LEGAL P.C.

Executed on ___________, 2025   By: _______________________________________

Nathan J. Reese
Alex M. Kuner
Attorneys for Plaintiff
CINTHIA CERVANTES

THOMPSON COBURN LLP

Executed on October 21, 2025   By: _______________________________________

Michael S. Kun
Kevin Sullivan
Attorneys for Defendant
TEKSYSTEMS GLOBAL SERVICES, LLC