PAGA SETTLEMENT AGREEMENT

Subject to court approval, this PAGA Settlement Agreement ("Agreement") is made by and between Plaintiffs Onoray Davis, Jr. ("Davis") and Mercedes Morris ("Morris") (collectively "Plaintiffs"), individually and on behalf of the Settlement Class, and Defendants AllSafe Services, Inc. ("AllSafe") and Aegion Energy Services, LLC ("AES") (collectively "Defendants"). The Agreement refers to Plaintiffs and Defendants collectively as "Parties" or as a "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiffs' lawsuit alleging wage and hour and PAGA violations against Defendants captioned *Onoray Davis, Jr. et al. v. AllSafe Services, Inc. et al.*; Case No. 37-2023-00054447-CU-OE-CTL, pending in San Diego County Superior Court.

1.2. "Address Search" means the search for Covered Employees' mailing addresses using all reasonably available sources by the Administrator (as defined below), including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator.

1.3. "Administrator" means CPT Group.

1.4. "Administration Expenses" means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator's bid as approved by the Court. The Administration Expenses shall not exceed $5,750.00, except for a showing of good cause and as approved by the Court.

1.5. "Attorneys' Fees" mean the amounts allocated to Plaintiffs' Counsel for reimbursement of reasonable attorneys' fees in connection with this Action in an amount not to exceed 33.33% of the Gross Settlement Amount.

1.6. "Court" means the San Diego County Superior Court.

1.7. "Covered Employees" means all PAGA Members.

1.8. "Defense Counsel" means counsel of record from the law firm of Gordon Rees Scully Mansukhani, LLP

1.9. "Effective Date" shall be the date all of the following have occurred: (i) the Court has entered an order approving the PAGA Settlement; and (ii) the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Final Judgment approving the PAGA Settlement has expired with no appeal or other judicial review having been taken or sought.

1.10. "Employee Data" means Covered Employees' identifying information in AllSafe's possession, which includes their names, last-known mailing addresses, Social Security numbers, and number of PAGA Periods.

1.11. "Final Approval" means the Court's order granting final approval of the Settlement.

1.12. "Final Approval Hearing" means the Court's hearing on the final motion for approval of the Settlement.

1.13. "Gross Settlement Amount" means One Hundred and Twenty Thousand Dollars and No Cents **($120,000.00)**, which is the total amount AllSafe agrees to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.14. "Individual PAGA Payments" means the PAGA Members' pro rata share of the Net PAGA Payment, calculated according to the number of PAGA Pay Periods.

1.15. "Individual Settlement Payments" means the Individual PAGA Payments.

1.16. "Judgment" means the judgment entered by the Court based upon the Final Approval of the Settlement.

1.17. "Litigation Costs" means the amount incurred by Plaintiffs' Counsel to prosecute the Action, according to proof and subject to Court approval, not to exceed $30,000.00.

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

1.19. "LWDA Payment" means the 75% share of the PAGA Payment allocated to be paid to the LWDA under Labor Code section 2699, subd. (m).

1.20. "Net Settlement Amount" means the amount left over after deducting the payments identified in Sections 2.2.1, 2.2.2, and 2.2.3 from the Gross Settlement amount.

1.21. "Net PAGA Payment" means the 25% share of the PAGA Payment allocated to be paid to the PAGA Employees under Labor Code section 2699, subd. (m).

1.22. "Operative Complaint" means the most recently filed complaint, including amended complaints, filed by Plaintiffs.

1.23. "PAGA" means California's Private Attorneys General Act of 2004.

1.24. "PAGA Period" means October 22, 2022 through March 15, 2025.

1.25. "PAGA Payment" means the Net Settlement Amount presently estimated $42,250.00, with 75% of the PAGA Payment constituting the LWDA Payment, with the remaining 25% constituting the Net PAGA Payment to be allocated and paid to PAGA Members (referred to as the "Individual PAGA Payment"). Based on variance in the Litigation Costs, Attorneys' Fees, Service Payments, and/or Administration Expenses, the PAGA Payment may increase or decrease accordingly, and Plaintiffs' Counsel will apprise the Court accordingly when the Settlement is presented for Court approval.

1.26. "PAGA Counsel" or "Plaintiffs' Counsel" means Nicholas Ferraro and/or Lauren Vega of Ferraro Vega Employment Lawyers, Inc.

1.27. "PAGA Members" means all individuals currently or formerly employed by Defendants in California as non-exempt employees during the PAGA Period.

1.28. "PAGA Notice" means Named Plaintiffs' letters to Defendants and the LWDA, including any amendments thereto, pursuant to Labor Code § 2699.3(a).

1.29. "PAGA Pay Period" means any pay period during which a PAGA Member worked for Defendants for at least one day during the PAGA Period.

1.30. "PAGA Pay Period Estimate" means, based on a review of AllSafe's records to date, a total of 3,122 PAGA Pay Periods.

1.31. "PAGA Representatives" or "Named Plaintiffs" refers to Onoray Davis, Jr. and Mercedes Morris.

1.32. "Released Claims" means the claims being released in connection with this Settlement, as set forth in full below.

1.33. "Released Parties" means Defendants AllSafe Services, Inc. and Aegion Energy Services, LLC, and any of their past, present, and/or future parents, subsidiaries, predecessors, affiliates (including, but not limited to, The Brock Group, Inc., Brock West, LLC, Aegion Corporation, etc.) and each of their past, present, and/or future officers, directors, trustees, shareholders, employees, agents, representatives, attorneys, and insurers, and/or any of its predecessors, successors and assigns, and each of them..

1.34. "Service Payment(s)" means the payment to the Named Plaintiffs, Onorary Davis and Mercedes Morris, for initiating and providing services in support of the Action. Each of the two named Plaintiffs may apply for $1,000.00 each out of the Gross Settlement Amount, subject to Court approval.

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

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, AllSafe shall pay the Gross Settlement Amount of $120,000.00 in connection with this Settlement, which amount includes all alleged associated expenses, Attorneys' fees, and Litigation Costs (including Administration Expenses). The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Covered Employees to submit any claim or form as a condition of payment. The Gross Settlement Amount is "all-in" and is non-reversionary and, unless the escalator clause is triggered, is the maximum amount AllSafe shall be required to pay for the Settlement and PAGA Release described herein.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts approved by the Court and the remainder shall be referred to as the "Net Settlement Amount".

2.2.1. To Named Plaintiffs: The Service Payment, in addition to any Individual Settlement Payment that they may be entitled to receive as a Covered Employee. If the Court approves a Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payment(s) using IRS Form 1099. An award of less than the requested amount for the Service Payment will not give rise to a basis to abrogate the Settlement Agreement and the Court has authority under this Agreement to reduce (or increase) the Service Payment, at its discretion at the final approval stage.

2.2.2. To Plaintiffs' Counsel: Attorneys' Fees and Litigation Costs to Plaintiffs' Counsel. Defendants will not oppose requests for these payments, provided the requests do not exceed the amounts set forth in this Agreement. If the Court approves Attorneys' Fees and/or Litigation Costs in an amount less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Attorneys' Fees and Litigation Costs using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will allocate the remainder to the Net Settlement Amount.

2.2.4. To the LWDA: Subject to Court approval, 75% of the PAGA Payment will be paid to the LWDA (i.e., the LWDA Payment) and the remaining 25% of the PAGA Payment (i.e., the Net PAGA Payment) will be distributed to PAGA Members as penalties in exchange for a full and final release of the PAGA claims. The Court has authority under this Agreement to increase (or reduce) the PAGA Payment up to and including at the final approval hearing, and the Parties respectfully reserve the right to increase (or reduce) the PAGA Payment up to and including at the final approval stage, subject to the Court's final approval. If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

2.2.5. To Each PAGA Member/Tax Allocation: Subject to Court Approval, 25% of the PAGA Payment will be distributed to PAGA Members in an amount calculated by: (a) dividing the amount by the total number of PAGA Pay Periods worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Members' PAGA Pay Periods. The Individual PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Covered Employees assume full responsibility and liability for any individual taxes owed on their Individual PAGA Payment.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Employee Data to Administrator. Not later than 15 days after the Court grants (or approval of the Settlement in a PAGA only action), AllSafe will simultaneously deliver the Employee Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Covered Employees' privacy, the Administrator must maintain the Employee Data in confidence, use the Employee Data only for purposes of this Settlement, and restrict access to the Employee Data to Administrator employees who need access to the Employee Data to effect and perform under this Agreement. AllSafe has a continuing duty to immediately notify Plaintiffs' Counsel if it discovers that the Employee Data omitted Covered Employees' identifying information and to provide corrected or updated Employee Data as soon as reasonably feasible. Without any extension of the foregoing deadline, the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Employee Data.

3.2. Funding of Gross Settlement Amount. AllSafe shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after AllSafe funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Settlement Payments, the Administration Expenses, the LWDA Payment, Attorneys' Fees, Litigation Costs, and Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Settlement Payments and send them to Covered Employees via First Class U.S. Mail, postage prepaid. The face of each 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct an Address Search for all other Covered Employees whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Covered Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Covered Employee whose original check was lost or misplaced, requested by the Covered Employee prior to the void date.

3.3.3. For any Covered Employee whose Individual Settlement Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Covered Employee, to the State of California's Unclaimed Property Division.

3.3.4. The payment of Individual Settlement Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Covered Employee beyond those specified in this Agreement.

3.3.5. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt-out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

4. RELEASES OF CLAIMS.

Effective on the date when AllSafe fully funds the Gross Settlement Amount , the following releases of claims will take effect:

4.1. Release by PAGA Members: All PAGA Members and the LWDA release Released Parties from, and are forever barred from pursuing such against Released Parties for, claims that Plaintiffs alleged against the Released Parties, on behalf of the Aggrieved Employees and the State of California, based on the facts stated in the operative Complaint(s)/requests for arbitration and in the relevant LWDA notice letters, including all PAGA claims seeking civil penalties premised upon any and all statutes referenced therein, including (but not limited to) claims for: (a) unpaid hours worked/failure to pay minimum wages, (b) failure to pay overtime wages, including failure to include per diem in regular rate of pay when calculating overtime, (c) failure to pay sick leave, (d) failure to provide meal periods or meal period premium pay, (e) failure to provide rest breaks or recovery breaks or pay break premium pay, (f) failure to timely pay wages during employment, (g) failure to reimburse business expenses, (h) failure to timely pay wages upon separation of employment, (i) failure to maintain and/or provide accurate itemized wage statements, (j) failure to maintain and/or provide accurate employee records, (j) unlawful employment conditions in violation of Labor Code § 432.5, and (k) all other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§ 2698 *et seq.* based on the facts or claims alleged in the operative Complaint/requests for arbitration and/or the LWDA notice letters. The time period governing the PAGA Released Claims shall coincide with the PAGA Period. Aggrieved Employees cannot opt out of the PAGA Release.

5. MOTION FOR SETTLEMENT APPROVAL.

5.1. PAGA Approval. PAGA Counsel shall prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this PAGA Settlement under Labor Code § 2699(s)(2). To effectuate Final Approval and Judgment of the Settlement of PAGA claims, PAGA Counsel shall prepare either a Joint Stipulation Approving PAGA Settlement (subject to Defense Counsel's review, revision, and approval) or a Motion for Approval of PAGA Settlement. PAGA Counsel shall file declarations from Plaintiffs' Counsel and the Named Plaintiffs to support the Settlement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming motions or joint stipulations for approval, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant settlement approval or conditions any approval or review on any material change to this Agreement, Plaintiffs' Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. Should the Court decline to approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it and the Parties shall return to their relative positions in the above-identified actions as though no Settlement was reached.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.

6.3.1. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Plaintiffs' Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and jointly submit to Plaintiffs' Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. ESCALATION CLAUSE. Based on its records, AllSafe has provided a PAGA Pay Period Estimate. The settlement is based on a release of approximately 3,122 pay periods during the PAGA Period. In the event the released PAGA Period is more than 10% greater than this amount (i.e., exceeds 3,434 pay periods), Defendants shall purchase the additional pay periods above the 3,434 at a pro rata rate of $34.77 per pay period.

8. EMPLOYEE ESTIMATE. Based on the records evaluated, there are an estimated 123 PAGA Members during the PAGA period that would be covered by this Agreement.

9. MOTION FOR PAGA APPROVAL. Not later than 16 court days before the PAGA Approval Hearing, Named Plaintiffs will file in Court and serve on Defendants a Motion for Final Approval of the Settlement that includes a Proposed Final Approval Order and a Proposed Judgment, which shall specifically state and include a request for approval of the PAGA settlement under Labor Code § 2699, subd. (s). Plaintiffs' Counsel will provide drafts of the Proposed Final Approval Order and Proposed Judgment to Defense Counsel in advance of filing for Defense Counsel's review and approval. AllSafe shall accept service of the Motion for Final Approval (or any other motions, stipulations, declarations, proposed orders, exhibits, or other documents filed in connection with this Settlement) via electronic service at the email addresses set forth in this Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement. PAGA Counsel shall accept service of all documents filed in connection with this Settlement via electronic service at the email addresses set forth in this

Agreement or, if an electronic service agreement is already in place, at the email addresses in the Parties' electronic service agreement.

9.1. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement, the Parties will expeditiously work together through counsel in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval if counsel are in agreement with what the Court stated.

9.2. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.3. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Attorneys' Fees and Litigation Costs set forth in this Settlement, the Parties, their respective counsel, and all Covered Employees, excluding opt outs, as applicable and provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

9.4. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Covered Employees), this Agreement shall be null and void.

10. INTENTIONALLY OMITTED

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification 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 the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted or that any claims may proceed on a class, collective, or representative basis. 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).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Covered Employee to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict PAGA Counsel's ability to communicate with Covered Employees in accordance with PAGA's Counsel's ethical obligations owed to Covered Employees.

11.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with any of 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.

11.4. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, 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.

11.5. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. 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 a mediator and/or the Court for resolution.

11.6. 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 and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.7. No Tax Advice. Neither the Parties, PAGA Counsel, 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.

11.8. 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 Plaintiffs' Counsel and Defense Counsel, as their legal representatives.

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

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

11.11. 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.

11.12. 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.

11.13. 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.

11.14. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.
Attn: Nicholas J. Ferraro
3333 Camino del Rio South, Suite 300
San Diego, CA 92108 USA
nick@ferrarovega.com / classactions@ferrarovega.com
www.ferrarovega.com

To Defendants:

Gordon Rees Scully Mansukhani, LLP
Attn: Mollie Burks
Attn: Kevin Allen
Attn: Haleh Jenkins
633 West Fifth Street ,52nd Floor
Los Angeles, CA 90071
mburks@grsm.com / kallen@grsm.com / hjenkins@grsm.com

11.15. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Onoray Davis, Jr.

Date: Jul 22, 2025

Onoray Davis Jr

Onoray Davis, Jr.

Plaintiff Mercedes Morris

Date: Jul 22, 2025

Mercedes Morris

Mercedes Morris

Defendants AllSafe Services, Inc. & Aegion Energy Services, LLC

Date: July 28, 2025

Shenna M Bradshaw

Name: Shenna Bradshaw

Title: General Counsel