

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Quintiliano (“Plaintiff”) and defendants Valnet Inc. and Valnet US Inc. (jointly “VALNET”). The Agreement refers to Plaintiff and VALNET collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against VALNET captioned *Quintiliano v. Valnet, Inc., et al.*, Case No. 23STCP04605, initiated on December 21, 2023 and pending in the Court.

1.2 “Administrator” means Atticus Administration LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4 “Aggrieved Employee” means a content creator who submitted and/or edited written articles or produced video or audio content for any Valnet property during the PAGA Period, while they were classified as independent contractors, and who provided California home addresses to VALNET for the time they were classified as independent contractors.

1.5 “Class” means content creators who submitted and/or edited written articles or produced video or audio content for any Valnet property during the Class Period, while they were classified as independent contractors, and who provided California home addresses to VALNET for the time they were classified as independent contractors.

1.6 “Class Counsel” means collectively, Dardarian Ho Kan & Lee and Goodley McCarthy LLC.

1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8 “Class Data” means Class Member identifying information in VALNET’s possession including the Class Member’s name, last-known mailing address, email address (if available), PayPal account information if available, Previous Release Payment (if any), Period of Time Worked within the Class Period and Period of Time Worked within the PAGA Period.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10 “Address Search” means the Administrator’s investigation and search for current Class Member or Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members or Aggrieved Employees.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from December 21, 2019 to August 3, 2026.

1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a class representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “VALNET” means collectively, named Defendants Valnet Inc. and Valnet US Inc.

1.17 “Defense Counsel” means Kevin E. Gaut and Eric Engelman of Mitchell Silberberg & Knupp LLP.

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

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Gross Settlement Amount” means Two Million Dollars and No Cents (\$2,000,000.00) which is the total amount VALNET agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

1.22 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the formula set forth in Section 3.2.4 herein.

1.23 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of the 25% of the PAGA Penalties calculated according to the formula set forth in Section 3.2.5 herein.

1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.25 “LWDA” means the California Labor and Workforce Development Agency.

1.26 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

1.27 “Net Settlement Amount” means the Gross Settlement Amount, plus interest earned on the Gross Settlement Amount while being held by the Administrator, less the following payments in the amounts approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “PAGA Period” means the period from January 25, 2023 to August 3, 2026.

1.30 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.31 “PAGA Notice” means collectively, Plaintiff’s January 25, 2024, February 5, 2026, and March 20, 2026 letters to VALNET and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.32 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$12,500) and 75% to the LWDA (\$37,500) in settlement of PAGA claims.

1.33 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.34 “Period of Time Worked” means the number of months during the Class or PAGA Period between: (a) the first date a Class Member submitted or edited an article, or the Class Member’s first date of pay if the Class Member produced audio or video content, whichever is earlier; and (b) the last date a Class Member submitted or edited an article, or the last date of pay if the Class Member produced audio or video content, whichever is later, rounded up to the nearest month. If a Class Member has only one date of submitting or editing an article during the applicable period or one date of pay for producing audio or video content,

that Class Member will be treated as having a one-month Period of Time Worked. The Period of Time Worked only includes time during which a Class Member was classified as an independent contractor and provided Valent with a California home address.

1.35 “Plaintiff” means Daniel Quintiliano, the named plaintiff in the Action.

1.36 “Preliminary Approval” means the Court’s order granting preliminary approval of the Settlement.

1.37 “Previous Release Payment” means the amount VALNET paid to Class Members in exchange for a signed release after this Action was filed.

1.38 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.39 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.40 “Released Parties” means (a) Valnet Inc., Valnet US Inc., and any past or present parents, subsidiaries, partners or affiliated entities of either or both of them; (b) any other predecessors or successors to the entities identified in subparagraph (a); (c) any other individuals or entities of any kind which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, aiding or abetting, or any other theory) for any violations described in the “Released Claims”; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, members, lawyers, limited or general partners, independent contractors, or employees of any of the individual or entities described in subparagraphs (a) to (c).

1.41 “Releasee” means a Class Member who executed a release with VALNET after this Action was filed covering claims in the Released Class Claims.

1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43 “Response Deadline” means 60 days after the Administrator mails the Class Notice and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion, (b) email or mail objections to the Settlement, or (c) email or mail a challenge to the Period of Time Worked allocated to the Class Member in the Class Notice. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline.

1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On December 21, 2023, Plaintiff commenced this Action by filing a complaint alleging that VALNET had misclassified Class Members and Aggrieved Employees as

independent contractors rather than employees. Based on the alleged misclassification, Plaintiff brought causes of action against VALNET for Failure to Pay Minimum Wages and Overtime, Failure to Provide Meal and Rest Periods, Failure to Furnish Accurate Wage Statements, and Failure to Reimburse Business Expenses. On March 7, 2025, Plaintiff filed a First Amended Complaint alleging the same causes of action against VALNET, as well as related claims under PAGA. The Second Amended Complaint, filed on DATE is the operative complaint in the Action (the “Operative Complaint”). VALNET denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to VALNET and the LWDA by sending the PAGA Notice.

2.3 On June 6, 2025, the Parties participated in an all-day mediation presided over by Hon. Lisa H. Cole (Ret.) which, along with many follow-up settlement discussions over the next approximately 10 months, during which active litigation also took place, led to this Agreement.

2.4 Before negotiating the Settlement, Plaintiff obtained, through formal discovery, many thousands of pages of document discovery, including company policies and procedures, communications, organizational charts, compensation data and documents, and documents showing the availability of time-stamps on internal editing software. Plaintiff also took PMK depositions of two Valnet representatives and sat for his own deposition. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

2.5 The Court has not granted class certification.

2.6 The Parties, Class Counsel and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. VALNET promises to pay Two Million Dollars and No Cents (\$2,000,000.00) and no more as the Gross Settlement Amount. VALNET has no obligation to pay the Gross Settlement Amount before the deadlines stated in Paragraph 4.2. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to VALNET. The Administrator will hold VALNET’s payments towards the Gross Settlement Amount in an interest-bearing account, and any interest earned, minus any taxes on that interest, will be added to the Net Settlement Amount distributed to Class Members.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiff: Class Representative Service Payment of not more than Fifteen Thousand Dollars and No Cents (\$15,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). VALNET will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Motion for Final Approval, Plaintiff will seek Court approval for any Class Representative Service Payment. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be Six Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents (\$666,666.66), and a Class Counsel Litigation Expenses Payment of not more than Thirty-Five Thousand Dollars and No Cents (\$35,000). VALNET will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. In support of the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each category of expense incurred during the Action. If the Court approves a Class Counsel Fees Payment or a Class Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds each of the Released Parties harmless, and indemnifies each of the Released Parties from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed Fourteen Thousand One-Hundred Dollars and No Cents (\$14,100.00) except for a showing of good cause and as approved by the Court. To the extent the administration expenses are less than or the Court approves payment less than such amount, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment, which the Administrator shall calculate by adding the sums in (a) and (b): (a) from the Net Settlement Amount, each Participating Class Member shall receive the difference between Six Hundred Dollars and No Cents (\$600.00) and their Previous Release Payment, unless the Previous Release Payment equals or exceeds \$600, in which case such Participating Class Member will not receive anything under this subparagraph (a) but only his or her pro rata share of the distribution under subparagraph (b); and (b) their pro rata share of the remainder of the Net Settlement Amount, calculated by dividing the remaining Net Settlement Amount by total Period of Time Worked by all Participating Class Members and multiplying the result by each Participating Class Member's Period of Time Worked during the Class Period.

- 3.2.4.1 Tax Allocation of Individual Class Payments. 100% of each Participating Class Member's Individual Class Payment will be reported on IRS 1099 Forms, and may be subject to backup withholding if the amount exceeds the tax-reporting threshold of \$2,000. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.
- 3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro-rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Fifty Thousand Dollars and No Cents (\$50,000.00) to be paid from the Gross Settlement Amount, with 75%, or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00) allocated to the LWDA PAGA Payment and 25%, or Twelve Thousand Five Hundred Dollars and No Cents (\$12,500.00) allocated to the Individual PAGA Payments.

- 3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$12,500) by the total Period of Time Worked in the PAGA Period by all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's Period of Time Worked during the PAGA Period. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.5.2 If the Court approves PAGA Penalties 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.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Size Estimates and Escalation. Based on a review of its records, VALNET estimates there are 950 Class Members who worked during the Class Period.

4.1.1 If there is an increase of more than 50 Class Members encompassed by the Settlement Class during the Class Period as compared to the estimate provided in Section 4.1 the Gross Settlement Amount will increase by 0.1% for every Class Member added over that 50-Class Member Threshold.

4.1.2 Alternatively, as its sole election, prior to the distribution of Class Notice as described in paragraph 7.3, VALNET may end the Class Period on a date on which the number of Class Members does not exceed the number which would trigger the above escalator.

4.2 Funding of Gross Settlement Amount. VALNET shall fully fund the Gross Settlement Amount, by transmitting: (1) One Million Dollars and No Cents (\$1,000,000.00) to the Administrator no later than January 3, 2027 and (2) the remaining One Million Dollars and No Cents (\$1,000,000.00) to the Administrator no later than July 3, 2027. These dates assume that the Effective Date will have occurred before January 3, 2027. In the event that is not the case, the deadlines for payment shall be extended by the number of days between January 3, 2027 and the Effective Date, with Valnet also entitled to an additional 14 days after the Effective Date to make the initial payment.

4.3 Payments from the Gross Settlement Amount. Within 14 days after VALNET fully funds the Gross Settlement Amount, as provided in paragraph 4.2, the Administrator will issue Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 The Administrator will issue payment via PayPal for the Individual Class Payments and Individual PAGA Payments to the Participating Class Members and Aggrieved Employees, unless VALNET does not have PayPal account information for the Participating Class Member or Aggrieved Employee informs the Administrator that they would prefer to receive a check, in which case the Administrator will issue payment via check. The Parties note that VALNET does not have PayPal information for all Class Members or Aggrieved Employees. The Administrator may issue a single payment to Participating Class Members who are also Aggrieved Employees by combining the Individual Class Payment and the Individual PAGA Payment. Unless contrary information is provided to the Administrator, the Administrator is entitled to issue payment to the PayPal account handle provided by VALNET, which is the account to which VALNET paid prior compensation to Class Members and Aggrieved Employees while they performed work for VALNET. No later than 60 days after the initial payment is made, the Administrator shall send a reminder notice to any Class Member or Aggrieved Employee for whom the Administrator received a notification of unsuccessful transfer from PayPal (i.e., the payment was not completed to an active PayPal account).

4.3.2 For any Participating Class Member whose Individual Class Payment is, for whatever reason, not paid after the void date, which is 180 days after the first PayPal payment is attempted and 180 days after a check is issued, the Administrator shall transmit the funds represented by such a check to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.3 For any Aggrieved Employee whose Individual PAGA Payment is, for whatever reason, not paid after the void date, the Administrator shall transmit the funds

represented by such check to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.3.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate VALNET to confer any additional benefits or make any additional payments to Class Members or Aggrieved Employees beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective after (1) VALNET fully funds the entire Gross Settlement Amount and (2) the Effective Date, Plaintiff, Participating Class Members, Aggrieved Employees, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and Plaintiff's respective former and present representatives, agents, attorneys, administrators, successors and assigns, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, including, but not limited to all claims that were, or reasonably could have been, alleged based on the facts contained in the Operative Complaint or PAGA Notices and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA Notices ("Plaintiff's Release."). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

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

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

5.2 Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the Class Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, or workers' compensation or claims based on events occurring outside the Class Period.

5.3 Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the PAGA Period.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

6.1 VALNET’s Declaration in Support of Preliminary Approval. By July 24, 2026, VALNET will prepare and deliver to Class Counsel a signed declaration from VALNET and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator, and facts supporting the necessity of a delayed payment plan to fund the settlement. In their declarations, Defense Counsel and VALNET shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel. In support of Preliminary Approval, Plaintiff will also file (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; and its timely transmission to the LWDA of all necessary PAGA documents (PAGA Notice (Lab. Code, § 2699.3, subd. (a)), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the Agreement showing all modifications made to the Superior Court of Los Angeles County’s Model Agreement; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the

Motion for Preliminary Approval; and appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together by meeting in person or by telephone and in good faith to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected Atticus Administration LLC to serve as the Administrator and verified that, as a condition of appointment, Atticus Administration LLC agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. 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.

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

7.3 Notice to Class Members.

7.3.1 Not later than 15 days after the Court grants Preliminary Approval, VALNET will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. VALNET has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which VALNET must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, and Period of Time Worked during the Class Period and during the PAGA Period in the Class Data.

7.3.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via email and first-class USPS mail, the Class Notice substantially in

the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and Individual PAGA Payment (if applicable) payable to the Class Member, and the Period of Time Worked used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.3.3 Not later than 5 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.3.4 The deadline for Class Members' written objections, challenges to Period of Time Worked, and Requests for Exclusion will be extended for Class Members whose notices are re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have their deadline extended an additional 14 calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.3.5 If the Administrator, VALNET or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.4 Requests for Exclusion (Opt-Outs).

7.4.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request for Exclusion is a letter from a Class Member or the Class Member's representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely emailed, or postmarked by the Response Deadline.

7.4.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The

Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.4.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.4.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.5 Challenges to Calculation of Period of Time Worked. Each Class Member shall have until the Response Deadline to challenge the Period of Time Worked allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via email or mail. The Administrator must request the challenging Class Member to submit supporting documentation. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the Period of Time Worked. In the absence of any contrary documentation, the Administrator is entitled to presume that the Period of Time Worked contained in the Class Notice is correct, if consistent with the Class Data. The Parties shall be entitled to submit responses to such challenges. After any submission, The Administrator's determination of allocation of Period of Time Worked is final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide to Defense Counsel and Class Counsel copies of all challenges to calculation of Period of Time Worked and the Administrator's determination of the challenges.

7.6 Objections to Settlement.

7.6.1 Only Participating Class Members may object to the class action components of the Settlement and this Agreement, including contesting the fairness of the Settlement and the amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment.

7.6.2 Participating Class Members may send written objections to the Administrator, by email or mail no later than the Response Deadline. Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing.

7.6.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.7 Administrator Duties. The Administrator has a duty to perform all tasks to be performed by the Administrator set forth in this Agreement or otherwise.

7.7.1 Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use a website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls and emails.

7.7.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.7.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Period of Time Worked received and/or resolved, and payments made towards Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), and the number of written objections. The declaration shall attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.7.5 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class 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, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its

disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. VALNET'S RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, VALNET may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if VALNET withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, VALNET will remain responsible for paying all Settlement Administration Expenses incurred to that point. VALNET must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (l), a proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than three days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement, 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. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the appellate 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 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1 No Admission of Liability. 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 VALNET or any of the Released Parties that any of the allegations in the Operative Complaint have merit; that VALNET or any of the Released Parties has any liability for any claims asserted; or that any Class Member or Aggrieved Employee was in fact an employee rather than an independent contractor. Also, this Agreement is not intended to be and should not be construed as an admission by Plaintiff that VALNET's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If for any reason the Court does not grant Preliminary Approval, grant Final Approval, or enter Judgment, VALNET reserves the right to contest certification of any class for any reason, VALNET reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest VALNET's defenses. The Settlement, this Agreement and 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 Confidentiality. Confidentiality. Plaintiff, Class Counsel, VALNET and Defense Counsel separately agree that, until the Motion for Preliminary Approval is filed, they and each of them will not disclose, disseminate, publicize, or cause or permit another person to disclose, disseminate or publicize, the existence of this Agreement or a settlement between the Parties, or any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential (provided that each Party shall remain fully responsible and liable for any breach of this Agreement by any of such Party's attorneys, accountants or spouses); (2) to the extent necessary

to report income to appropriate taxing authorities; (3) in response to a court order or subpoena (but only insofar as necessary to comply with the terms thereof, and no more); or (4) in response to an inquiry or subpoena issued by a state or federal government agency (but only insofar as necessary to comply with the terms thereof, and no more). Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, VALNET and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party, other than those, such as the Settlement Administrator, that are necessary to effectuate this Agreement, regarding this Agreement or the matters giving rise to this Agreement except to respond to any inquiries only that “the matter was resolved,” or words to that effect. Plaintiff and/or Class Counsel shall not, at any time including after the filing of the Motion for Preliminary Approval, issue press releases or notify any media outlets or publications regarding the Settlement or the Action unless VALNET agrees to such press releases or media notification/publication notification in advance (which Valnet may refuse in its sole discretion). If contacted by press or media, Plaintiff and Class Counsel will respond only that “the matter was resolved” or words to similar effect. Class Counsel may post on their web sites descriptions of the settlement so long as it does not identify VALNET by name or identify the Action by citation or similar designation, and may include a description of the Settlement and Action in other court filings for the purpose of demonstrating their competence and experience. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel’s ability to communicate with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members.

11.4 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.

11.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and VALNET, 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.

11.6 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 and 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 a mediator or the Court for resolution.

11.7 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.

11.8 No Tax Advice. Neither Plaintiff, Class Counsel, VALNET 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.

11.9 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.

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

11.11 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.

11.12 Cooperation in Drafting. The Parties have cooperated in drafting and preparing 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.

11.13 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.

11.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by VALNET in connection with the mediation, other settlement negotiations, or the Settlement, may be used only with respect to this Settlement and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or the California Rules of Court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from VALNET, except that Class Counsel may preserve its work product from representation of Plaintiff and the Class.

11.15 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.

11.16 Calendar Days. Unless otherwise noted, all references 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.

11.17 Notice. All notices or demands 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:

Laura L. Ho
lho@dhkl.law
Ginger L. Grimes
ggrimes@dhkl.law
Stephanie E. Tilden
stilden@dhkl.law
DARDARIAN HO KAN & LEE
155 Grand Avenue, Suite 900
Oakland, CA 94612

James E. Goodley
james@gmlaborlaw.com
Ryan P. McCarthy
ryan@gmlaborlaw.com
GOODLEY McCARTHY LLC
One Liberty Place
1650 Market Street, Suite 3600
Philadelphia, PA 19103

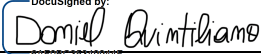
To VALNET:

Kevin E. Gaut
Keg@msk.com
MITCHELL SILBERBERG & KNUPP, LLP
2049 Century Park East, 18th Floor
Los Angeles, CA 90067

11.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts electronically (i.e., DocuSign), 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.

Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation and all discovery obligations shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date: July 28, 2026

DocuSigned by:

64F06C33389447

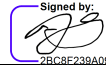
Plaintiff Daniel Quintiliano

Date: _____

Defendant VALNET

Approved as to form:

Date: July 28, 2026

Signed by:

7BC8F238A09B46C

Counsel for Plaintiff Daniel Quintiliano

Date: _____

Counsel for VALNET

11.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation and all discovery obligations shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Date: _____

Plaintiff Daniel Quintiliano

Date: 7/29/2026

Yury Smagorinsky

Defendant VALNET by Yury Smagorinsky

Approved as to form:

Date: _____

Counsel for Plaintiff Daniel Quintiliano

Date: July 29, 2026

Kevin Gaut

Counsel for VALNET by Kevin Gaut

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**

Quintiliano v. Valnet Inc., et al., Case No. 23STCP04605, Class and Representative Action

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit (“Action”) against Valnet Inc. and Valnet US Inc. (collectively, “VALNET”) for alleged independent contractor misclassification based on alleged wage and hour violations. The Action was filed by a former VALNET Content Creator, Daniel Quintiliano (“Plaintiff”) and seeks payment of (1) back minimum and overtime wages, meal and rest period penalties, reimbursement for business expenses, and related penalties and damages for a class of Content Creators (“Class Members”) who submitted and/or edited written articles or produced video or audio content for any Valnet property during the Class Period (December 21, 2019 to July 3, 2026), while they were classified as independent contractors, and who provided California home addresses to VALNET for the time they were classified as independent contractors; and (2) penalties under the California Private Attorney General Act (“PAGA”) for content creators who submitted and/or edited written articles or produced video or audio content for any Valnet property during the PAGA Period (January 25, 2023 to August 3, 2026), while they were classified as independent contractors, and who provided California home addresses to VALNET for the time they were classified as independent contractors (“Aggrieved Employees”).

The proposed settlement has two main parts: (1) a class settlement requiring VALNET to fund individual class payments, and (2) a PAGA settlement requiring VALNET to fund individual PAGA payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on VALNET’s records, and the parties’ current assumptions, **your individual class payment is estimated to be \$ _____ and your individual PAGA payment is estimated to be \$ _____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your individual PAGA payment, then according to VALNET’s records you are not eligible for an individual PAGA payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on VALNET’s records and your “Period of Time Worked.” That means the number of months during the Class or PAGA Period between: (a) the first date you submitted or edited an article for Valnet, or your first date of pay if the you produced audio or video content, whichever is earlier; and (b) the last date you submitted or edited an article, or the last date of pay if you produced audio or video content, whichever is later, rounded up to the nearest month. If you had only one date of submitting or editing an article during the applicable period or one date of pay for producing audio or video content, your Period of Time Worked. VALNET’S records show your **Period of Time Worked** during the Class Period (December 21, 2019 to August 3, 2026) is _____ months , and your **Period of Time Worked** months during the PAGA Period (January 25, 2023 to August 3, 2026) is _____ , and you have already received \$ _____ in exchange for a release with VALNET for claims during the

Class Period. If you believe that you worked more during the Class Period, you can submit a challenge by the deadline date. See Section IV of this Notice.

The Court has already preliminarily approved the proposed settlement and approved this notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this notice carefully. You will be deemed to have carefully read and understood it. At the final approval hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires VALNET to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against VALNET.

If you worked for VALNET during the Class Period and/or the PAGA Period, you have two basic options under the settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed settlement and be eligible for an individual class payment and/or an individual PAGA payment. As a participating class member, though, you will give up your right to assert Class Period wage claims against VALNET.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the class settlement (opt-out) by submitting the written request for exclusion or otherwise notifying the Administrator in writing. If you opt-out of the settlement, you will not receive an individual class payment. You will, however, preserve your right to personally pursue Class Period wage claims against VALNET, and, if you are an Aggrieved Employee, remain eligible for an individual PAGA payment. You cannot opt-out of the PAGA portion of the proposed settlement.

VALNET will not retaliate against you for any actions you take with respect to the proposed settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an individual class payment and an individual PAGA payment (if any). In exchange, you will give up your right to assert the wage claims against VALNET that are covered by this settlement ("Released Claims").
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed settlement, you can opt-out of the class settlement by sending the Administrator a written request for exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an individual class payment. Non-Participating Class Members cannot object to any portion of the proposed settlement. See Section VI of this notice.

	You cannot opt-out of the PAGA portion of the proposed settlement. VALNET must pay individual PAGA payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members.
Written Objections Must be Submitted by	You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this notice.
You Can Participate in the _____ Final Approval Hearing	The Court’s final approval hearing is scheduled to take place on _____. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the settlement at the final approval hearing. See Section VIII of this notice.
You Can Challenge the Calculation of Your Period of Time Worked	The amount of your individual class payment and individual PAGA payment (if any) depend on your Period of Time Worked during the Class Period and during the PAGA Period and any amounts you previously received for a release of Class Period claims. Your Period of Time Worked during the Class Period and PAGA Period according to VALNET’s records is stated on the first page of this notice. If you disagree with your Period of Time Worked, you must challenge it by _____.
Written Challenges Must be Submitted by _____	See Section IV of this notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former VALNET Content Creator. The Action accuses VALNET of misclassifying Content Creators as independent contractors rather than employees, and violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination, and reimbursable expenses, and failing to provide meal periods, rest breaks and accurate itemized wage statements. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.). Plaintiff and the proposed Class are represented by attorneys in the Action:

Laura L. Ho
David Borgen
Ginger L. Grimes
Stephanie Tilden
Dardarian Ho Kan & Lee
155 Grand Avenue, Suite 900
Oakland, CA 94612

James E. Goodley
Ryan P. McCarthy
Goodley McCarthy LLC
One Liberty Place
1650 Market Street, Suite 3600
Philadelphia, PA 19103

VALNET strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far the Court has made no determination whether VALNET or Plaintiff is correct on the merits. In the meantime, Plaintiff and VALNET hired a retired judge, the Honorable Lisa H. Cole, in an effort to resolve the Action by negotiating an agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. After several months of follow-up discussions and continued active litigation, the negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, Plaintiff and VALNET have negotiated a proposed settlement that is subject to the Court's final approval. Both sides agree the proposed settlement is a compromise of disputed claims. By agreeing to settle, VALNET does not admit any violations or concede the merit of any claims. Plaintiff and Class Counsel strongly believe the settlement is a good deal for you because they believe that: (1) VALNET has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. VALNET Will Pay \$2,000,000.00 as the Gross Settlement Amount ("Gross Settlement"). VALNET has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the settlement. VALNET is to make \$1,000,000.00 payment toward the Gross Settlement no later than January 3, 2027 and the remaining \$1,000,000.00 toward the Gross Settlement no later than July 3, 2027. These dates may be extended if the Settlement is not finally approved by the Court by those dates. The Administrator will hold VALNET's payments towards the Gross Settlement Amount in an interest-bearing account, and any

interest earned, minus any taxes on that interest, will be added to the Net Settlement Distributed to Class Members. The Administrator will use the Gross Settlement to pay the individual class payments, individual PAGA payments, a class representative service payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the final approval hearing, Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court:
 - A. Up to \$666,666.66 to Class Counsel for attorneys' fees and up to \$35,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$15,000.00 to Plaintiff as a class representative award for filing the Action, working with Class Counsel and representing the Class. A class representative award will be the only monies Plaintiff will receive other than Plaintiff's individual class payment and any individual PAGA payment.
 - C. Up to \$14,100 to the Administrator for services administering the settlement.
 - D. Up to \$50,000.00 for PAGA penalties, allocated 75% to the LWDA and 25% to individual PAGA payments to Aggrieved Employees based on their Period of Time Worked during the PAGA Period.

Participating Class Members have the right to object to any of these deductions except the PAGA penalties. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making individual class payments to Participating Class Members by (a) allocating each Participating Class Member the difference between Six Hundred Dollars and No Cents (\$600.00) and their Previous Release Payment, unless the Previous Release Payment equals or exceeds \$600, in which case such Participating Class Member will not receive anything under this subparagraph (a) but only his or her pro rata share of the distribution under subparagraph (b); and (b) allocating pro-rata the remainder of the Net Settlement Amount by Period of Time Worked in the Class Period by Participating Class Member.
4. Taxes Owed on Payments to Class Members. Plaintiff and VALNET are asking the Court to approve 100 % of the awards as non-wage penalties for tax purposes. The Administrator will report the individual PAGA payments and the individual

class payments on IRS 1099 Forms. If these amounts exceed \$2,000, you will be asked to complete an IRS Form W9. If you do not complete and return to the Administrator, IRS Form W9, then the Administrator will be required to withhold 24% of your payment.

Although Plaintiff and VALNET have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed settlement.

5. Payment Made Via PayPal. The settlement Administrator will issue a payment to the PayPal account you used to receive payment from VALNET. If you were not paid via PayPal, or if the Administrator is unable to confirm your PayPal account information, you will be mailed a check from the Administrator. You may request that your payment be issued to a different PayPal account or through a different payment method by contacting the Administrator before payments are made. If the payment to your PayPal account is unsuccessful because your PayPal account is inactive, you will receive a reminder from the Administrator. If the payment continues to be unsuccessful, the monies will be deposited with the California Controller's Unclaimed Property Fund in your name
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed request for exclusion by the _____ response deadline. The request for exclusion should be a letter from the Class Member or Class Member's authorized representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out will not receive individual class payments, but will preserve their rights to personally pursue wage and hour claims against VALNET.

You cannot opt-out of the PAGA portion of the settlement. Class Members who opt out of the class settlement remain eligible for individual PAGA payments and are required to give up their right to assert PAGA claims against VALNET based on the PAGA

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff and VALNET have agreed that, in either case, the settlement will be void, VALNET will not pay any money, and Class Members will not release any claims against VALNET.

8. Administrator. The Court has appointed a neutral company, Atticus Administration LLC (the “Administrator”) to send this notice, calculate and make payments, and process Class Members’ requests for exclusion. The Administrator will also decide Class Member challenges over Period of Time Worked, issue payments to Class Members via PayPal or check, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the settlement. The Administrator’s contact information is contained in Section IX of this notice.

9. Participating Class Members’ Release. After the Judgment is final and VALNET has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against VALNET or related entities or persons for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on events occurring outside the Class Period.

“Released Parties” means (a) Valnet Inc., Valnet US Inc., and any past or present parents, subsidiaries, partners or affiliated entities of either or both of them; (b) any other predecessors or successors to the entities identified in subparagraph (a); (c) any other individuals or entities of any kind which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, aiding or abetting, or any other theory) for any violations described in the “Released Claims”; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, members, lawyers, limited or general partners, independent

contractors, or employees of any of the individual or entities described in subparagraphs (a) to (c).

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and VALNET has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against VALNET, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the class settlement, cannot sue, continue to sue or participate in any other PAGA claim against VALNET or its related entities based on the PAGA Period facts alleged in the Action and resolved by this settlement.

The Aggrieved Employees' Release is as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 and allegations in the Operative Complaint or the PAGA Notices that are alleged to have occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate individual class payments by (a) allocating each Participating Class Member the difference between Six Hundred Dollars and No Cents (\$600.00) and their Previous Release Payment, unless the Previous Release Payment equals or exceeds \$600, in which case such Participating Class Member will not receive anything under this subparagraph (a) but only his or her pro rata share of the distribution under subparagraph (b); and (b) allocating pro-rata the remainder of the Net Settlement Amount by Period of Time Worked in the Class Period by Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate individual PAGA payments by (a) dividing \$12,500.00 by the total Period of Time Worked in the PAGA Period for all Aggrieved Employees and (b) multiplying the result by each Aggrieved Employee's Period of Time Worked during the PAGA Period.
3. Challenges to Time Worked. Your Period of Time Worked as recorded in VALNET's records, is stated in the first page of this notice.

Your Period of Time Worked is measured as the number of months between (a) the first date you submitted or edited an article, or your first date of pay if you produced audio or video content, whichever is earlier; and (b) the last date you submitted or edited an article, or the last date of pay if you produced audio or video content, whichever is later, rounded up to the nearest month. If VALNET's

records show you only have one date of submitting an article during the applicable period or one date of pay for producing audio or video content, you will be treated as having a one-month Period of Time Worked. The Period of Time Worked only includes time during which you were classified as an independent contractor and provided Valent with a California home address.

You have until _____ to challenge the Period of Time Worked credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail or email. Section IX of this notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept VALNET's calculation of Period of Time Worked based on VALNET's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Period of Time Worked challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and VALNET's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by PayPal to the PayPal account you used to receive payments from VALNET (@_____) unless Valnet or the Administrator do not have your PayPal information and you will be mailed a check), a single payment to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single payment will combine the individual class payment and the individual PAGA payment (if any). If this is not your current PayPal account or if you would like to request payment by a different method, you should contact the Administrator.
2. Non-Participating Class Members. The Administrator will send, by PayPal to your account (@_____), unless Valnet or the Administrator do not have your PayPal information and you will be mailed a check, a single payment to every Aggrieved Employee who opts out of the class settlement. If this is not your current PayPal account or if you would like to request payment by a different method, you should contact the Administrator.

If Valnet paid you using a method other than PayPal, you will receive your payments by check.

If you receive a check instead of a PayPal payment, your check will be sent to the address where you received this notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this notice has the Administrator's contact information.

VI. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

To opt out of the class action settlement, submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as

Quintiliano v. Valnet and include your identifying information (full name, address, telephone number, and approximate dates of employment for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the settlement. Before deciding whether to object, you may wish to see what Plaintiff and VALNET are asking the Court to approve. At least 16 days before the _____ final approval hearing, Class Counsel and/or Plaintiff will file in Court a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a class representative service award. Upon reasonable request, Class Counsel (whose contact information is in Section IX of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at: _____ or the Court's website: <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access>.

A Participating Class Member who disagrees with any aspect of the settlement or the Motion for Final Approval may wish to object, for example, that the proposed settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.**

Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action Quintiliano v. Valnet, and include your name, current address, telephone number and approximate dates of work for VALNET and sign the objection. Section IX of this notice has the Administrator's contact information.

A Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the final approval hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the final approval hearing on _____ at _____ in Department 15 of the Superior Court of Los Angeles County, located at 312

North Spring Street, Los Angeles, CA 90012. At the hearing, the judge will decide whether to grant final approval of the settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and defense counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the final approval hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the final approval hearing.

IX. HOW CAN I GET MORE INFORMATION?

The settlement agreement sets forth everything VALNET and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to the Administrator's website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information/cp/os-civil-case-access> and entering the Case Number for the Action, Case No. 23STCP04605. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

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Goodley McCarthy LLC
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Philadelphia, PA 19103

Settlement Administrator:

Email Address: _____

Mailing Address: _____

Telephone: _____

X. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.