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PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff TEVIN CAMPBELL ("Plaintiff") and Defendant VERTIV CORPORATION ("Defendant VERTIV"), and Defendant ELECTRICAL RELIABILITY SERVICES, INC. ("Defendant ERS") (Defendant VERTIV and Defendant ERS collectively referred to as "Defendants"). The Agreement refers to Plaintiff and Defendants collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means the Plaintiff's PAGA lawsuit alleging wage and hour violations against Defendants captioned *Tevin Campbell v. Vertiv Corporation, et al.* initiated on May 23, 2024, and pending in the Court.

1.2. "Administrator" means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement (subject to Court approval).

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 approval of this Settlement.

1.4. "Aggrieved Employee" means all non-exempt hourly employees of Defendants within the state of California during the PAGA Period.

1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendants' possession including the Aggrieved Employee's name, last known mailing address, Social Security number and number of PAGA Pay Periods.

1.6. "Address Search" means the Administrator's investigation and search for current 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 Aggrieved Employees.

1.7. "Approval Order" means the Court's order granting approval of the Settlement.

1.8. "Court" means the Superior Court of California, County of Alameda.

1.9. "Defense Counsel" means Paul Smith and Kyle Wende of Ogletree, Deakins, Nash, Smoak & Stewart PC.

1.10. "Effective Date" means the date the Court enters Judgment on its Order Approving the PAGA Settlement.

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1.11. "Gross Settlement Amount" means $162,200.00 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administration Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Approval Order.

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

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision.

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and Administration Expenses Payment. The Net Settlement Amount is to be paid to Aggrieved Employees as Individual PAGA Payments, defined below.

1.17. "PAGA Counsel" means David Keledjian and Norayr Zakaryan of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

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

1.20. "PAGA Period" means the period from March 20, 2023, through May 5, 2026.

1.21. "PAGA" means the Private Attorneys General Act of 2004 (Lab. Code, § 2698. et seq.).

1.22. "PAGA Notice" means Plaintiff's March 20, 2024, letter to Defendants and the LWDA, which Plaintiff intended to provide the pre-filing notice required by Labor Code Section 2699.3, subdivision (a).

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1.23. "PAGA Penalties" means the total amount approved by the Court to be paid to Aggrieved Employees and the LWDA pursuant to this Agreement, to settle the entirety of PAGA claims in this Action. The amount of PAGA Penalties for which the Parties seek Court approval is the Gross Settlement Amount less the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and Administration Expenses Payment, allocated 25% to the Aggrieved Employees (equivalent to the Net Settlement Amount as defined above) and 75% to the LWDA..

1.24. "PAGA Representative" means the named Plaintiff in the operative complaint in the Action, who assumed the risk of initiating this lawsuit and prosecuting on behalf of the Aggrieved Employees.

1.25. "PAGA Representative Service Payment" means the payment to the PAGA Representative for initiating this lawsuit and providing services in support of the Action.

1.26. "Plaintiff" means TEVIN CAMPBELL, the named plaintiff in the Action.

1.27. "Released PAGA Claims" means the claims being released as described in Paragraph 5 below.

1.28. "Released Parties" means Defendants and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

1.30. "Defendants" means named Defendants VERTIV CORPORATION and ELECTRICAL RELIABILITY SERVICES, INC.

2. RECITALS.

2.1. On March 20, 2024, Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.2. On May 23, 2024, Plaintiff commenced this Action by filing a complaint alleging causes of action against Defendants under Labor Code section 2698, *et seq.* The Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants deny the allegations in the Operative Complaint, deny any failure to comply with the laws identified in the Operative Complaint and deny any and all liability for the causes of action alleged.

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2.3. The Parties were unable to engage in mediation efforts due to restrictions on contacting Class Members and discussing representative settlements in the related Federal Court Action *Lawrence Torok v. Vertiv Corporation*, Case Number 3:24-cv-01645-WHA ("Torok Matter"), which was settled and dismissed on November 10, 2025.

2.4. On February 23, 2026, the Parties attended a full day mediation with Mr. Darren Cohen, but were not able to reach a settlement on that day. On March 4, 2026, through the further efforts of Mr. Cohen and the Parties, the Parties were able to reach a settlement.

2.5. Before mediation, Plaintiff obtained, through informal discovery, time and pay records, and relevant employment policies and handbooks.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Defendants promise to pay $162,200.00 and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount before the deadline stated in Paragraph 4.3. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

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 Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be $54,066.66, and PAGA Counsel Litigation Expenses Payment of not more than $25,000.00. Defendants will not oppose requests for Court approval of these payments provided they do not exceed these amounts. Plaintiff and/or PAGA Counsel will seek Court approval of a PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. In support of the PAGA Counsel Litigation Expenses Payment, PAGA Counsel must submit a cost ledger listing each expense incurred during the Action. If the Court approves a PAGA Counsel Fees Payment or a PAGA Counsel Litigation Expenses Payment less than the amount requested, the Administrator will allocate the remainder to PAGA Penalties. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and

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holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administration Expenses Payment not to exceed $4,500.00 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 $4,500.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4. To Plaintiff: PAGA Representative Service Payment of not more than $5,000.00 (in addition to any Individual PAGA Payment the PAGA Representative is entitled to receive as an Aggrieved Employee). Defendants will not oppose Plaintiff's request for a PAGA Representative Service Payment that does not exceed this amount. If the Court approves a PAGA Representative Service Payment less than the amount requested, the Administrator will allocate the remainder to PAGA Penalties. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Pay Periods. Based on a review of its records to date, Defendants estimate there are 336 Aggrieved Employees who worked a total 15,300 of PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within 15 days of the effective date, Defendants will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify

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PAGA Counsel if they discover that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Aggrieved Employee 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 Aggrieved Employee Data.

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

4.4. Payments from the Gross Settlement. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payment, the Administration Expenses Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved 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, the "void date") 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.

4.4.2. The Administrator must conduct an Address Search for all Aggrieved Employees whose checks are returned undelivered without a USPS forwarding address. Within 5 days of receiving a returned check, the Administrator must re-mail the check 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 Aggrieved Employees whose re- mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, as requested by the Aggrieved Employee before the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

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4.4.4. The payment of Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASE OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1. Release by Plaintiff and Aggrieved Employees:

Plaintiff and 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 and the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to cooperate as necessary to obtain Court approval of this Settlement, with the following specific roles:

6.1. Plaintiff/PAGA Counsel's Responsibilities. Plaintiff's attorneys (identified herein as PAGA Counsel) will draft all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)).PAGA Counsel will draft the noticed motion for settlement approval, with all require supporting papers (e.g., memorandum of points and authorities, attorney declarations, and a draft Approval Order), reserve a prompt hearing date for the motion that will be included in the draft motion papers, and deliver the draft motion papers to Defense Counsel for review and comment at least five (5) business days prior to any deadline that may be set to file it. PAGA Counsel will obtain and provide to Defense Counsel 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel. PAGA Counsel will prepare and sign a declaration attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), and the Agreement (Lab. Code, § 2699, subd. (l)(2)). PAGA Counsel and Plaintiff

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will also inform Defense Counsel of all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Duty to Cooperate. PAGA Counsel and Defense Counsel agree to jointly endeavor to finalize and file the approval motion (with all necessary supporting papers) no later than thirty (30) days after all signatories have signed this Agreement. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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 Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of 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. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

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

8. 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

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(including C.C.P. § 664.6.) 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. Should either Party move for an order for the enforcement of any term of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs associated with such motion and/or action.

8.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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 another party 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. AGGRIEVED EMPLOYEE SIZE ESTIMATES AND ESCALATOR CLAUSE. The Gross Settlement Amount was calculated based on the estimate that the Aggrieved Employees worked a total of 15,300 pay periods from March 20, 2023, through the date of mediation, February 23, 2026. If the Settlement Administrator reviews the Aggrieved Employee Data and determines that the total number of pay periods Aggrieved Employees worked during the PAGA Period is more than 10% larger than that mediation estimate (i.e. more than 16,830 pay periods), then the Gross Settlement Amount will be increased proportionally by the number of percentage points (rounded to the nearest hundredth) in excess of 10%. For example, if the total number of pay periods is determined to be 11.92% greater than 15,300 pay periods, the Gross Settlement Amount will increase by 1.92%. If this provision is triggered, the Parties agree that the amount of the Gross Settlement allocated to attorneys' fees will increase proportionally, such that the total amount of attorneys' fees remains one-third of the increased Gross Settlement Amount.

10. ADDITIONAL PROVISIONS.

10.1. 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor is it intended or should be construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. Further, nothing in this Agreement shall be construed as a finding or determination by the Court that Defendants' policies or practices were unlawful, as contemplated by Labor Code section 2699(f)(2)(B)(i) or any other civil

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penalty provision that contemplates a higher penalty for a "subsequent violation". The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendants' 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).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to settlement and resolution of the Action, superseding any and all prior oral representations, warranties, covenants or inducements that may have been made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, 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.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement 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.

10.5. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendants 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.

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

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

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

10.10. 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.

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

10.12. Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendants 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 Administrator discharges its obligation to pay out all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendants unless, prior to the Administrator's payment of all Settlement funds, Defendants make a written request to PAGA Counsel for the return, rather than the destruction, of Aggrieved Employee Data.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given

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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:

David Keledjian
D.Keledjian@d.law
Enoch J. Kim
e.kim@d.law
Norayr Zakaryan
n.zakaryan@d.law
Matthew Carraher
m.carraher@d.law
N.Zakaryan@d.law
D.LAW, INC.

250 N Madison Avenue, Suite 100

Pasadena, CA 91101-1639

To Defendants:

Paul M. Smith
Paul.smith@ogletree.com
Kyle A. Wende
kyle.wende@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
400 Capitol Mall, Suite 2800
Sacramento, California 95814

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Stay in Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil

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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.

AGREED AS TO FORM AND CONTENT

Dated: 10/6, 2026

Signed by:
Tevin Campbell
BC609B6F24984E5...
TEVIN CAMPBELL

Dated: _____, 2026

VERTIV CORPORATION

_____
By: _____
Its: _____ and authorized representative

Dated: _____, 2026

ELECTRICAL RELIABILITY SERVICES, INC.

_____
By: _____
Its: _____ and authorized representative

AGREED AS TO FORM ONLY

Dated: October 6, 2026

D.LAW, INC.

_____
David Keledjian
Enoch J. Kim
Attorneys for Plaintiff

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Dated: _____, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

_____

Paul Smith
Kyle Wende
Attorneys for Defendants

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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.

AGREED AS TO FORM AND CONTENT

Dated: _____, 2026

_____
TEVIN CAMPBELL

Dated: 10/5/2026, 2026

VERTIV CORPORATION

Signed by:
Robert M Wolfe
E25A1E4C80E94BF...

By: Robert M Wolfe
Its: Vice President and authorized representative

Dated: 10/5/2026, 2026

ELECTRICAL RELIABILITY SERVICES, INC.

Signed by:
Robert M Wolfe
E25A1E4C80E94BF...

By: Robert M Wolfe
Its: Vice President and authorized representative

AGREED AS TO FORM ONLY

Dated: _____, 2026

D.LAW, INC.

_____
David Keledjian
Enoch J. Kim
Attorneys for Plaintiff

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Dated: 10/5/2026, 2026

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Signed by:
Kyle Wende
D9FE2E19F90948C...

Paul Smith
Kyle Wende
Attorneys for Defendants