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# CONFIDENTIAL SETTLEMENT AGREEMENT AND GENERAL RELEASE

This Confidential Settlement Agreement and General Release (the "Agreement") is made and entered into by and between the undersigned parties ("the Parties"), Claimant Adil Zhumakhmet ("Claimant") on the one hand and Volt Information Sciences, Inc. DBA Volt Workforce Solutions ("Volt") and Hyundai Motor America ("HMA") (Volt and HMA are collectively "Respondents") and their respective successors, employees, officers, investors, affiliates, subsidiaries, agents, assigns, executives, boards of directors, shareholders, attorneys and insurers, on the other hand.

## RECITALS

A. Claimant is a former employee of Volt. In or around August 31, 2023, Claimant was placed on a temporary assignment by Volt to perform work at HMA. Claimant's assignment at HMA ended on or around October 6, 2023.

B. On December 9, 2024, Claimant filed a lawsuit in Orange County Superior Court against Volt and HMA, entitled *Adil Zhumakhmet v. Volt Information Sciences, Inc. DBA Volt Workforce Solutions, and Hyundai Motor America, and DOES 1 through 30 inclusive.* Case No. 30-2024-01445895-CU-OE-CXC alleging class and representative actions for: (1) Failure to Pay Minimum Wage; (2) Liquidated Damages for Failure to Pay Minimum Wage; (3) Failure to Pay Minimum Wage; (4) Failure to Provide Meal Breaks; (5) Failure to Provide Rest Breaks; (6) Failure to Reimburse Required Business Expenses; (7) Failure to Provide Accurate and Itemized Wage Statements; (8) Failure to Timely Pay Wages; (9) Unfair Business Practices; and (10) Violations of Private Attorney General Act ("PAGA"). Pursuant to the Parties' stipulation to dismiss the class claims, stay the PAGA representative action, and to arbitrate Claimant's individual claims, Claimant filed his Demand For Arbitration with the American Arbitration Association ("AAA") Case No. 01-25-002-9764. Claimant's pending state court claims and claims pending before the AAA are referred to hereinafter as the "Action."

C. It is the intention of the Parties to settle and dispose of, fully and completely, all claims, demands, and existing and potential causes of action arising out of, connected with, or incidental to Claimant's employment by Volt and placement at HMA, including, but not limited to, all causes of action, purported causes of action, claims, and demands set forth in the Action.

**NOW, THEREFORE**, in consideration of the terms, conditions, and promises set forth herein, it is agreed as follows:

1. **Nonadmission of Liability**. Claimant acknowledges that the execution of this Agreement and the payment of consideration or any other obligation hereunder are not and shall not be construed in any way as an admission of wrongdoing or liability on the part of Respondents, or any person or entity named in the Action. Claimant further acknowledges that Respondents deny all allegations of wrongdoing alleged in the Action. Respondents intend, by this Agreement, merely to avoid the expense, delay, uncertainty, and burden of continued litigation.

2. **Consideration**. In return for the promises in this Agreement, and provided that Claimant signs and returns this Agreement, Respondent Volt will pay Claimant the gross amount

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of **Twenty-Five Thousand Dollars and Zero Cents ($25,000.00)**, inclusive of attorneys' fees and costs, (referred to as the "Settlement Payment") within thirty (30) days after the Effective Date of this Agreement allocated and payable as follows:

a. Volt shall pay Claimant **Twenty-Five Thousand Dollars and Zero Cents ($25,000.00)** of the gross settlement amount allocated as follows:

i. Volt shall issue one check payable to Claimant for alleged wage-based damages, in the gross amount of **Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00),** less applicable taxes and other authorized or required withholdings, for which an IRS Form W-2 will be issued to Claimant "Adil Zhumakhmet" by Volt;

ii. Volt shall issue one check payable to Claimant's counsel, in the amount of **Twelve Thousand Five Hundred Dollars and Zero Cents ($12,500.00) ($12,500.00),** for attorneys' fees and expenses, for which Volt will issue an IRS Form 1099 to Claimant's counsel "Infinity Law Group LLP";

b In exchange for payment of the settlement funds, Claimant agrees to dismiss with prejudice the Action in its entirety, including the state court proceeding with the Orange County Superior Court and the claims pending in arbitration before the AAA, with each Party bearing their own fees and costs. Within three (3) days of receipt of the settlement funds, Claimant agrees to file a fully executed Request for Dismissal with the Court Claimant further agrees to notify AAA to request dismissal of the arbitration proceedings.

This Agreement is not intended nor does it purport to give Claimant advice or counseling concerning federal, state, or local tax responsibilities or liabilities. Claimant and Claimant's counsel agree to complete IRS W-4 and W-9 forms as necessary and/or provide employer identification numbers along with this Agreement. Claimant acknowledges this payment is in addition to anything Claimant would have received had Claimant not signed this Agreement. Amounts paid in consideration to Claimant for the Agreement will be treated as taxable compensation but are not intended to be treated, and will not be treated, as compensation for purposes of eligibility or benefits under any benefit plan of Respondents.

3. **Responsibility for Tax Obligations**. Claimant understands and agrees that Claimant is solely responsible for all tax obligations, including all reporting and payment obligations, that may arise as a consequence of this Agreement and payment of the Settlement Payment. Claimant agrees to indemnify, defend, and hold harmless Respondents and any person or entity affiliated with Respondents (or any of the Releasees, as defined in Paragraph 6, below), from any tax liability or penalties that may arise from this payment. Claimant further acknowledges that neither Respondents, nor the Releasees, nor any of their representatives or attorneys, have made any promise, representation or warranty, express or implied, regarding the tax consequences of any consideration paid to Claimant pursuant to this Agreement. Claimant further acknowledges that Respondents and the Releasees have no obligation to indemnify or defend Claimant in any tax proceedings or from any tax consequences that could result from payments made in accordance

Doc ID 8c045bab08a21a5b972a130342e20003a1ee866f

Docusign Envelope ID: F4101B97-0553-89CC-81D8-45C07EBA5CF1



with this Agreement. Claimant's indemnity shall not apply to Respondents' share of payroll taxes, Respondents' reporting obligations, or any liability caused by Respondents' own conduct or error.

4. **Entire Consideration**. Claimant agrees that the Settlement Payment as set forth in Paragraph 2 of this Agreement shall constitute the entire consideration due to Claimant and is in full and complete satisfaction of any and all claims, demands and/or causes of action Claimant has or may have against Respondents and the Releasees (as defined in paragraph 5) and that Claimant will not seek any further compensation for any other claimed damages, costs, or attorneys' fees in connection with the matters encompassed in this Agreement. Claimant acknowledges and agrees that Claimant would not be entitled to receive the benefit of the Settlement Payment if Claimant did not make the promises in this Agreement.

5. **Complete General Release**. In consideration for the promises set forth in this Agreement, Claimant does hereby—for Claimant and for Claimant's spouse (if any), heirs, representatives, attorneys, executors, administrators, successors, and assigns—release, acquit, remise, and forever discharges Respondents and their respective affiliates, auxiliary organizations, subsidiaries, parent organizations, related organizations, executives, partners, trustees, administrators, officers, directors, managers, agents, employees, former employees, representatives, and attorneys, past or present, and all persons acting under, by, through, or in concert with any of them (collectively, the "Releasees"), from any and all actions, causes of action, obligations, costs, expenses, damages, losses, claims, liabilities, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, including but not limited to any claims in law, equity, contract, or tort, and any claims under the California Constitution, the California Labor Code, California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans With Disabilities Act, the Age Discrimination in Employment Act of 1967, as amended, the Family Medical Leave Act, or any claims under any local ordinance or federal or state statute or constitution, or any claims for wages, overtime, bonuses, vacation pay, sick pay, severance pay, penalties or interest or any other compensation or benefits, whether known or unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, based on any act, omission, event, occurrence, or nonoccurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Claimant's employment or work assignment or placement or which have been or could have been made in the Action. Claimant also agrees to the extent that there are any administrative charges pending against Respondents, Claimant will withdraw any and all such claims.

Claimant understands, acknowledges, and agrees that by entering into this general release, Claimant waives, to the maximum extent permitted by law, any right to bring, or become a member of, any class, collective, or representative action pertaining to the claims released herein. If Claimant ever becomes a member of a class, collective, or representative action involving the claims released herein, Claimant agrees to opt out of the class, collective, or representative action at the first opportunity afforded to Claimant. In the event that Claimant institutes or becomes a knowing participant and/or a willing member of any class, collective, or representative action, Claimant's claims and/or class, collective, or representative action membership shall, to the maximum extent permitted by law, be dismissed or terminated with prejudice immediately upon presentation of this Agreement. Claimant understands,

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Docusign Envelope ID: F4101B97-0553-89CC-81D8-45C07EBA5CF1



acknowledges, and agrees that by virtue of the releases contained in this Agreement, Claimant is not an Aggrieved Employee for purposes of Labor Code Sections 2698 - 2699.5, the Private Attorneys' General Act.

**Notwithstanding this general release of claims, nothing in this Agreement is intended to operate as, nor shall be construed as, a release or waiver of any rights and/or claims that cannot be released or waived as a matter of law.**

6 **General Release of Unknown Claims**. For the purpose of implementing a full and complete release, Claimant expressly acknowledges that the release he gives in this Agreement is intended to include in its effect, without limitation, claims that he did not know or suspect to exist at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under this Agreement is also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of this settlement, Claimant waives any rights he may have under section 1542 of the California Civil Code (and other similar statutes and regulations). Section 1542 states:

> 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.

7. **Medicare Beneficiaries, No Conditional Medicare Payments.** This settlement is based on a good faith determination of the Parties to resolve a disputed claim. The Parties have attempted to resolve this matter in compliance with both state and federal law. It is believed that the settlement terms adequately consider and protect Medicare's interest and do not reflect any attempt to shift responsibility for medical treatment to Medicare in contravention of the Medicare Secondary Payor Act, 42 U.S.C. § 1395y(b). The Parties acknowledge and understand that any present or future action or decision by Medicare on this settlement, or Claimant's eligibility or entitlement to Medicare or Medicare payments, will not render this release void or ineffective, or in any way affect the finality of this liability settlement. To the extent Volt or a third-party contractor determine that conditional payments exist as to all or a portion of the Settlement Payment set forth in Paragraph 2, Claimant acknowledges that he is responsible for resolution and/or full satisfaction of those conditional payments. In addition to and without limiting any other language in this Agreement, Claimant agrees to indemnify and hold harmless Volt, its attorneys and insurer(s) from any and all Medicare claims that have been or may in the future be related to, arise out of or are in connection with the Medicare Secondary Payer Act.

8. **Successors**. This Agreement shall be binding upon the Parties, and their heirs, representatives, executors, administrators, successors, insurers, and assigns, and shall inure to the benefit of each and all of the Releasees, and to their heirs, representatives, executors, administrators, successors, and assignees.

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Docusign Envelope ID: F4101B97-0553-89CC-81D8-45C07EBA5CF1



9. **Termination and Acknowledgement of Wages Paid**. Claimant acknowledges and agrees that Claimant's employment with Volt and Claimant's work assignment at HMA has ended. Claimant acknowledges receipt of all wages due, including any accrued vacation, commissions, bonuses, authorized expense reimbursements, and all other forms of compensation and benefits.

10. **Non-Cooperation**. Claimant agrees that Claimant will not cause or encourage any private arbitrations or lawsuits to be maintained or instituted against Respondents, their affiliates, or any of the Releasees, and he will not assist any individual in the preparation or filing of, or otherwise participate in any manner in, any such private legal proceedings against Respondents, their affiliates, or any of the Releasees, except where required or permitted by law, including pursuant to section 1670.11 of the California Civil Code.

11. **Admissibility of Agreement**. The Parties agree that this Agreement is admissible for the purposes of proving up and/or enforcing the terms of the Parties' Agreement, as set forth herein, pursuant to section 1123 of the California Evidence Code and section 664.6 of the California Civil Code. In an action to enforce any term or terms of this Agreement or to seek damages for breach of this Agreement, the prevailing party in that action shall be entitled to recover reasonable attorney's fees and costs.

12. **Attorneys' Fees and Costs**. The Parties agree that except as otherwise stated herein, they shall bear their own respective costs and fees, including but not limited to attorneys' fees, in connection with the Action and the negotiation and execution of this Agreement.

13. **Agreement is Voluntary**. The Parties understand and agree that Claimant·

(a) Has had a sufficient and reasonable amount of time within which to consider the settlement terms memorialized in this Agreement before agreeing to them.

(b) Has carefully read and fully understands all of the provisions of this Agreement.

(c) Is, through this Agreement, releasing any and all claims Claimant may have against Respondents and/or any Releasee.

(d) Knowingly and voluntarily agrees to all of the terms set forth in this Agreement.

(e) Knowingly and voluntarily intends to be legally bound by the same.

(f) Consulted with and was represented by an attorney prior to agreeing to the terms of this Agreement.

14. **No Representations**. The Parties acknowledge that, except as expressly set forth herein, no representation of any kind or character has been made to induce the execution of this Agreement.

15. **Ownership of Claims and Event of Breach**. Claimant represents that Claimant has not transferred or assigned, or purported to transfer or assign, to any person or entity, any claim described in this Agreement Claimant agrees to indemnify and hold harmless the

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Releasees, and each of them, against any loss or liability whatsoever, including reasonable attorneys' fees and costs caused by. (a) any breach of this Settlement Agreement by Claimant or Claimant's successors in interest; and (b) any action or proceeding brought by Claimant or Claimant's successors in interest, if such action or proceeding is based upon or related to any of the claims released in this Settlement Agreement.

16. **Covenant Not to Sue**. Claimant agrees not to bring, continue, or maintain any legal proceedings of any nature whatsoever against Respondents or any of the Releasees before any court or arbitrator by reason of or related to Claimant's employment with Volt and work assignment with HMA or the claims released herein. Notwithstanding the foregoing, nothing herein shall bar Claimant from bringing or participating in any administrative claim brought with or by the Financial Industry Regulatory Authority or the U.S. Equal Employment Opportunity Commission, California Civil Rights Department, or other government agency, provided, however, Claimant waives the right to any monetary recovery or relief in connection with any such claim, except to the extent such recovery is required by law.

17. **Confidentiality**. The terms of this Agreement, including the Settlement Payment, are confidential, and except as otherwise required or protected by law, Claimant agrees not to disclose the terms of this Agreement and Settlement Payment to anyone other than members of Claimant's immediate family, Claimant's attorney(s) in this matter or Claimant's accountant(s)/financial advisor(s), and Claimant will advise any such parties not to further disclose such terms. Claimant agrees not to disclose the terms of the Agreement, including the Settlement Payment, or to utilize or reference the settlement in whole or in part, in any advertising, marketing, or promotional materials, whether in print, television, or radio, and including the internet and websites. Claimant specifically agrees that Claimant will not disclose the terms of this Agreement, including the Settlement Payment, to any employees or former employees of Volt or HMA, nor will Claimant reference the settlement on blog or any social media/networking site, or by any other digital or electronic means. If Claimant is asked about the dispute, Claimant will reply only that "The matter has been resolved" or with substantially equivalent phrasing that does not reveal the terms or conditions of the Agreement. Nothing in this agreement prevents Claimant from discussing or disclosing information about unlawful acts in the workplace, such as harassment or discrimination or any other conduct that Claimant has reason to believe is unlawful.

(a) In the event that Claimant breaches the aforementioned obligation of confidentiality, Claimant agrees that damages for the breach of such obligation would be and are difficult to ascertain. Claimant therefore agrees to pay Volt and HMA **Two Thousand Five Hundred Dollars ($2,500.00)** (total) as liquidated damages for each and any such breach, representing a sum that Volt and HMA agree is reasonable in light of the circumstances existing at the time of this settlement.

18. **Governing Law**. This Agreement shall be governed by and interpreted under the laws of the State of California applicable to contracts made and to be performed entirely within such State.

19. **Neutral Reference / Employment Verification**. Claimant shall direct all reference inquiries related to Claimant's employment with Volt to The Work Number at 1-800-367-5690

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Docusign Envelope ID: F4101B97-0553-89CC-81D8-45C07EBA5CF1



or www.theworknumber.com. The Work Number will provide the same neutral work employment history information for Claimant that it provides for other former employees of Volt, including job title and dates of employment. Nothing in this Paragraph shall limit or preclude Volt or HMA or its representatives from testifying truthfully about Claimant as may be required by law. HMA shall not be responsible for any reference that was provided by Volt under this Paragraph, or that was not directed to Volt in accordance with this Paragraph.

20. **Entire Agreement**. This Agreement sets forth the entire agreement between the Parties and fully supersedes any and all prior agreements and understandings between the Parties pertaining to the subject matter of this Agreement. The Parties agree that no change to or modification of this Settlement Agreement shall be valid or binding unless it is in writing and signed by Claimant and duly authorized officers of Respondents.

21. **Construing Provisions**. This Agreement shall be governed and will be construed in accordance with the laws of the State of California. The language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either Party. Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable. Claimant further agrees that in the event any provision of this Agreement is held to be illegal or unenforceable, Claimant will fully cooperate with Respondents to effectuate its purpose to conform the provision(s) to law.

22. **Jointly Drafted**. This Agreement is deemed to have been drafted jointly by the Parties. Any uncertainty or ambiguity shall not be construed for or against any Party, since all Parties have participated in the negotiations and drafting of this Agreement.

23. **Counterparts**. This Agreement may be executed in one or more counterparts, including via electronic means, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Furthermore, signatures delivered via facsimile transmission, or signed electronically using an electronic signature service, including DocuSign and pdf, shall have the same force, validity and effect as the originals thereof.

*[Signatures to Follow]*

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

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**CLAIMANT ACKNOWLEDGES THAT CLAIMANT HAS CAREFULLY READ THIS SETTLEMENT AGREEMENT AND GENERAL RELEASE, AND KNOWS AND UNDERSTANDS ITS CONTENTS, AND VOLUNTARILY SIGNS IT OF CLAIMANT's OWN FREE WILL.**

IN WITNESS THEREOF, the Parties have executed this Agreement by their signatures below:

**ADIL ZHUMAKHMET**

Date: 06 / 15 / 2026, 2026

By: _____

**VOLT INFORMATION SCIENCES, INC. DBA VOLT WORKFORCE SOLUTIONS**

Date: 7/17/2026, 2026

By: Signed by: Andre Frieden 82CC8096792441D...

Andre Frieden
Global General Counsel,
Innova Solutions.
On Behalf of Volt Information Sciences, Inc. DBA Volt Workforce Solutions

**HYUNDAI MOTOR AMERICA**

Date: June 16, 2026

By: _____

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