EXHIBIT 1

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Kevin Turner ("Plaintiff") and Defendants ODS Technologies, LP and FanDuel Inc., erroneously sued as "Fanduel," ("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 and FanDuel Group, Inc., erroneously sued as "FanDuel Group," captioned *Kevin Turner, on behalf of himself and others similarly situated v. ODS Technologies, LP* and initiated on December 2, 2024 and pending in the Superior Court of the State of California, County of Los Angeles, Case No. Case No. 24STCV31540.

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

1.3 "Administration Expenses Payment" means the amount 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 current and former non-exempt employees of Defendants who worked in 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 "Aggrieved Employee 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 "Aggrieved Employees' Notice" shall mean the Notice of Settlement and Approval, a sample of which is attached hereto as Exhibit A. The Aggrieved Employees' Notice shall further contain (i) the Aggrieved Employee's first and last name, (ii) last known address, (iii) employee identification number, if applicable, (iv) the Aggrieved Employee's number of individual PAGA Pay Periods worked for Defendants, and (v) the amount of the Aggrieved Employee's Individual PAGA Payment.

1.8 "Court" means the Superior Court of California, County of Los Angeles.

1.9 "Defendants" means named Defendants ODS Technologies, LP and FanDuel Inc., erroneously sued as "Fanduel."

1.10 "Defense Counsel" means Michael Kopp and Jeffrey A. Nordlander of Seyfarth Shaw LLP.

1.11 "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment approving the Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (i) when the period for filing any appeal regarding the Settlement has elapsed (i.e., 60 days after the Court enters Judgment); or (ii) if an appeal is filed, when the appeal is finally and conclusively resolved with no right to pursue additional remedies or relief.

1.12 "Gross Settlement Amount" means $190,000 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 4.3 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the Service Payment, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment and the Administrator's Expenses Payment.

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

1.14 "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.15 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (m).

1.16 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (m).

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

1.18 "PAGA Counsel" means David Yeremian, Roman Shkodnik, Mason Doidge, Enoch J. Kim, and Arianna Razi of D.Law, Inc., the attorneys representing the Plaintiff in the Action.

1.19 "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees in an amount up to one-third of the Gross Settlement Amount ($63,333.33) and incurred expenses to litigate and resolve the Action, as awarded by the Court and to be paid out of the Gross Settlement Amount.

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

1.21 "PAGA Period" means the period from December 3, 2023 through November 20, 2025.

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

1.23 "PAGA Notice" means Plaintiff's December 2, 2024 letter to Defendants and the LWDA and Plaintiff's amended letter to Defendants and the LWDA filed as a condition of this Agreement, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

1.24 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

1.25 "Plaintiff" means Kevin Turner, the named plaintiff in the Action.

1.26 "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.

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

1.28 "Released Parties" means Defendants and all of their present and former parent companies, subsidiaries, affiliates and joint ventures, including but not limited to FanDuel Group, Inc., professional employment organization, human resource or payroll providers and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by through, under or in concert with any of them.

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

1.30 "Service Payment" means a reasonable service award in the amount of $5,000.00, for Plaintiff's service as the PAGA representative and in exchange for a general release of Plaintiff's individual Labor Code wage-and-hour claims, subject to court approval.

2. RECITALS.

2.1 On December 2, 2024, Plaintiff commenced this Action by filing a Complaint against Defendants and Defendant FanDuel Group, Inc. alleging class action claims for alleged wage-and-hour violations. On February 5, 2025, Plaintiff filed a First Amended Complaint alleging an additional cause of action for civil penalties under PAGA ("Operative Complaint"). The Parties agreed that Plaintiff would dismiss his class action claims without prejudice because he was subject to an arbitration agreement with a class action waiver.

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

2.3 On August 20, 2025, the Parties participated in an all-day mediation presided over by the Hon. Brian Walsh (Ret.) which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained, through informal discovery, time and payroll records for the Aggrieved Employees and relevant policy documents and communications regarding Defendants' wage-and-hour practices.

2.5 The Parties, PAGA Counsel and Defense Counsel represent that 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. Except as otherwise provided by Paragraph 9 below, Defendants' promise to pay One Hundred and Ninety Thousand Dollars and Zero Cents ($190,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to 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 Sixty Three Thousand Three Hundred and Thirty Three Dollars and Thirty Three Cents ($63,333.33), and PAGA Counsel Litigation Expenses Payment for reimbursement of actual litigation expenses incurred, which is currently estimated not to exceed Twenty Five Thousand Dollars and Zero Cents ($25,000.00). Defendants will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel 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 holds Defendants and FanDuel Group, Inc. harmless, and indemnifies Defendants and FanDuel Group, Inc., from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment not to exceed $5,490.00 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses are less or the Court approves payment less than $5,490.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To the LWDA and Aggrieved Employees: PAGA Penalties with 65% of allocated to the LWDA PAGA Payment and 35% 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' 35% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4 To Plaintiff: A Service Payment of up to $5,000 as a reasonable service award and in exchange for a general release of Plaintiff's individual Labor Code claims.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are a total 6,582 of PAGA Pay Periods between December 3, 2023 to August 20, 2025. If the total number of pay periods for this same time period (December 3, 2023 to August 20, 2025) exceeds this total by 10% or more (e.g., 7,240.2), Defendants will have the option to either: (1) end the PAGA Period on the date the number of pay periods reaches 10% more than 6,582, or (2) elect to have the Gross Settlement Amount increase proportionately for each additional pay period over 10% more than 6,582. If the second option is selected, the Parties agree that the portion of the Gross Settlement Amount allocated to attorneys' fees will increase proportionally such that the total amount of Attorneys' Fees remains one-third of the Gross Settlement Amount after the upward adjustment required by this provision is implemented. Prior to the hearing on the motion for approval of this Settlement, the Administrator shall confirm whether this escalator provision has been triggered, and if so, Defendant's selection under this escalator provision.

4.2 Aggrieved Employee Data. Within 30 days of the execution of this agreement, 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 the Aggrieved Employee Data to effect and perform under this Agreement. 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 Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the Service Payment, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment.

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) 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 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee 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, requested by the Aggrieved Employee prior to 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.

4.4.4 The payment of Individual PAGA Payments or the Service Payment 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. RELEASES OF CLAIMS. Effective on the date when Defendants fully funds the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his, her or their respective former and present spouses, representatives, agents, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences, including, but not limited to: all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice, as well any wage-and-hour claims that arose in connection with his alleged employment with Defendants or any Released Parties ("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, workers' compensation benefits that arose at any time or based on occurrences outside the PAGA 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 California 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 Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, the Released Parties from any and all claims for penalties, fees, costs, or any other relief of any kind under the Private Attorneys General Act, 2698 - 2699, et seq., that were pled or could have been pled, based on, or which arise out of the facts alleged in the Operative Complaint in the Action and the PAGA Notice, the same statutes, or based on the same primary rights, irrespective of the theory of recovery alleged, whether or not alleged in the Complaint. This release of claims for PAGA penalties, costs, fees or any other relief, includes known and unknown PAGA claims arising under California Labor Code sections 200-204, 210, 218, 218.5, 226, 226.3, 226.7, 227.3, 245, et seq. (i.e., 245-249, the California Healthy Workplaces, Healthy Families Act, Covid Supplemental Paid Sick Leave), 510, 512, 516, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, the applicable IWC Wage Order(s), Cal. Code of Regulations, Title 8, section 11000 et seq., including PAGA violations alleged for failure to pay for all hours worked including minimum wage and overtime, reporting time violations, any violation of meal or rest period and premium payment rights, failure to timely page wages including during employment and at separation, failure to provide accurate wage statements or keep payroll records, failure to pay all sick, COVID, and vacation pay, and failure to perform or tender any rate of pay adjustment to any type of wage, benefit, or other payment whatsoever, or failure to reimburse business expenses ("Released PAGA Claims"). The Released PAGA Claims are limited to those claims arising during the PAGA Period.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff and PAGA Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code section 2699, subdivision (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) file an amended PAGA Notice and Second Amended Complaint including all facts and claims necessary to effectuate the release contemplated by this Agreement, including, but necesarily limited to, a claim for alleged meal period violations; (iii) a signed declaration from PAGA Counsel's firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a) and amended PAGA Notice), Operative Complaint (Lab. Code, §2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); and (iii) a fully executed copy of this Agreement.

6.2 Contemporaneous with seeking Court approval, the settlement documents will be sent by PAGA Counsel to the LWDA for review so that it has the opportunity to object to all or part of the Settlement. However, Aggrieved Employees cannot opt-out of the Settlement.

6.3 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Approval Order to the Administrator.

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

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 or observe all tasks to be performed or observed by the Administrator contained 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 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.

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, 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 amount of the Net Settlement Amount.

9. ADDITIONAL PROVISIONS.

9.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If for any reason the Court does not approve this Settlement, Defendants reserves 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).

9.2 Dismissal of Defendant FanDuel Group, Inc. Defendants will provide Plaintiff a declaration establishing that FanDuel Group, Inc. (erroneously sued as "FanDuel Group") did not employ any persons in California during the PAGA period. Upon receipt of the declaration, Plaintiff will dismiss Defendant FanDuel Group, Inc. (erroneously sued as "FanDuel Group" from the Action.

9.3 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.

9.4 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.

9.5 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, 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 and/or the Court for resolution.

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

9.7 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.

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

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

9.10 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.

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

9.12 No Publicity Regarding The Settlement. Neither Plaintiff nor his counsel shall publicize or communicate the fact or terms of the settlement on any social media, any internet site, print media, or marketing/advertising materials. The Court shall have the power to enjoin violations of this provision and the prevailing party shall be entitled to its attorneys' fees and costs.

9.13 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.

9.14 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 in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute or California Rules of Court rule. Not later than 90 days after the Administrator discharges its obligation to pay out of 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.

9.15 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.

9.16 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.

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

To Plaintiff:	**D.Law, Inc.** Roman Shkodnik r.shkodnik@d.law Mason Doidge m.doidge@d.law 450 N. Brand Blvd., Suite 840 Glendale, CA 91203 Telephone: (818) 962-6465 Fax: (818) 962-6469
To Defendants:	Michael Kopp SEYFARTH SHAW LLP 400 Capitol Mall Suite 2350 Sacramento, CA 95814 Telephone: (916) 448-0159

9.18 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.

9.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree 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.

SIGNATURES

The Parties hereby agree to be bound by the terms of this Agreement.

PLAINTIFF KEVIN TURNER

DocuSigned by:
Kevin Turner
A6CE8AA933B3463...

Date: 2/19/2026

DEFENDANTS ODS TECHNOLOGIES, LP and FANDUEL INC.

Name: David Jennings

Title: Chief Financial Officer

Date: 03/25/2026

Approved as to form and content:

Date: 3/30/2026

SEYFARTH SHAW LLP

Michael Kopp
Jeffrey A. Nordlander
Attorneys for Defendants ODS Technologies, LP and FanDuel Inc.

Date: 2/19/2026

D.LAW, INC.

Roman Shkodnik
Mason Doidge
Attorneys for Plaintiff Kevin Turner

EXHIBIT A

NOTICE OF SETTLEMENT AND APPROVAL

<<Mailing Date>>

[APEX LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from Los Angeles County Superior Court Case No. 24STCV31540

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Kevin Turner v. ODS Technologies, LP, et al.,* Los Angeles Superior Court Case No. 24STCV31540 (the "Action"). The court approved the settlement on ____________, 2026.

Apex Class Action Administration is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against ODS Technologies, LP dba: TVG Network and FanDuel Inc. ("Defendants") pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698, *et seq.* ("PAGA"). The claims were brought on behalf of the State of California and all current and former non-exempt employees of Defendants who worked in the State of California during the PAGA Period (December 3, 2023 through November 20, 2025). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Defendants during the PAGA Period.

The Plaintiff in the case claimed that Defendants owed penalties under PAGA for certain California Labor Code violations. Defendants denied doing anything wrong and denied owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendants agreed to pay a certain amount of money categorized as PAGA penalties. The Court has made no ruling on the merits of the Plaintiff's claims and has determined only that the settlement for the penalties of the PAGA claims is appropriate under California law.

Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to aggrieved employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the aggrieved employee worked for Defendants during the PAGA Period. Based on Defendants' records **your Individual PAGA Payment is $______**. This is based on Defendants' records showing that **you worked ______ PAGA Pay Periods** during the PAGA Period

The enclosed check represents your portion of the penalties allocated to the employees. You may deposit or cash the check without any further obligation on your part and there is no need for you to contact the administrator, the parties, or the Court.

If you have questions, please contact Apex Class Action Administration at ________________________[phone number].

Do not call or write to the Court or Office of the Clerk to ask questions about the settlement.