

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff Rafaela Cervantes Carranza (“Named Plaintiff” or “Plaintiff”), individually and on behalf of the Settlement Class, and Defendant Volk Enterprises, Inc. (“Defendant”), subject to the terms and conditions hereof and the Court’s approval. Plaintiff and Defendant shall collectively be referred to as the “Parties.”

A. Definitions.

1. “Action” means the class action and PAGA representative action case filed by Plaintiff in Stanislaus Superior County Superior Court based on Plaintiff’s February 25, 2025 PAGA letter to the LWDA, that is be entitled, *Rafaela Cervantes Carranza v. Volk Enterprises, Inc., Stanislaus County Sup. Ct.* Case No. CV-24-001479.

2. “Check Stale Date” means the date by which any Settlement Payment checks issued from the Distribution Fund shall become stale and void, *i.e.*, a date one hundred eighty (180) days after the date of their issuance.

3. “Class Claims” means any and causes of action any and all claims arising during the Class Period and alleged in the operative Complaint and/or in any PAGA Letter to the LWDA in the Action, all claims that arise from the claims and legal theories and primary rights associated with the claims and facts alleged in the operative complaint and/or in any PAGA Letter to the LWDA in this case, and any claims which could have been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law, including claims for failure to pay minimum, straight time, overtime or double-time (including failure to correctly calculate and pay based on the regular rate of compensation), failure to timely pay wages due; failure to pay wages due at termination; and all other wages; off-the-clock work; failure to pay workers for the time spent donning and doffing work uniforms or personal protective equipment; rounding; unlawful deductions; reporting time pay; vacation or PTO; failure to provide meal and rest breaks (including missed, short, or interrupted or that employees were not permitted to leave the premises during the same or that employees were not paid premiums for missed, short, interrupted or otherwise non-compliant meal or rest breaks); sick pay claims, including that sick leave was calculated at an incorrect rate of pay; inaccurate or deficient wage statements; wage statement penalties; failure to maintain payroll records; failure to produce payroll records; waiting time penalties; unfair business practice claims based on the foregoing; as well as all penalties, interest, and attorneys’ fees arising out of the Claims; all claims alleging a violation of the Wage Orders of the California Industrial Welfare Commission; and all claims arising under California Labor Code sections 201-204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3, 245 *et seq.*, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1195.5, 1197, 1197.1, 1198, 1198.5, 1199, 2802 (the “Released Class Claims”). The Release period for the Class Claims shall be the Class Period. The Class Claims include, without limitation, claims that were raised, or that could have been raised based on the allegations in the PAGA Letter, and in the operative Complaint (and forthcoming amended Complaint), under the applicable Wage Orders and California Labor Code provisions.

4. “Class Counsel” means Emil Davtyan, David Yeremian, Natalie Haritounian, and Jonas Agle of D. Law, Inc., 450 N. Brand Blvd. Suite 840, Glendale, CA 91203.

5. “Class Members” shall mean: all current and former employees of Defendant within the State of California who, at any time from February 23, 2020 to the date of preliminary approval (the “Class Period”), are or were employed as non-exempt hourly employees by Defendant and who have not executed a general release of all claims arising out of or relating to their employment with Defendant. At the time of mediation, Defendant estimated that the Class consisted of 107 individuals (the “Class Members”), and the Class Period included 9,070 workweeks as of February 23, 2025.

6. “Class Period” means the time period from February 23, 2020, through the date of preliminary approval.

7. “Complaint” means the Complaint filed in Stanislaus County on February 23, 2024, *Stanislaus County Sup. Ct.* Case No. CV-24-001479, and any amendments thereto.

8. “Complete and General Release” means an irrevocable and unconditional release given only by the Named Plaintiff releasing the Released Parties from any and all charges, complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises, damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or unknown, suspected or unsuspected, arising from conduct occurring on or before the date the Named Plaintiff signs this Settlement, including, but not limited to, the Release of Class Claims and the Release of PAGA Claims. This provision is intended by the parties to be all encompassing and to act as a full and total release of any claim, whether specifically enumerated herein or not, that Named Plaintiff might have or has had, that exists or ever has existed on or to the date this Settlement is signed. The words “claim” or “claims” includes without limitation all actions, claims and grievances, whether actual or potential, known or unknown, related, incidental to or arising out of any act or omission committed or omitted by the Released Party through the date Named Plaintiff signs this Agreement and/or arising out of Named Plaintiffs’ employment relationship with Defendant and/or the cessation thereof. Notwithstanding the foregoing, this Complete and General Release for the Named Plaintiff does not cover any workers’ compensation claims or any other claims that cannot be lawfully released by the applicable law. The Named Plaintiff’s release does include a section 1542 waiver of all known and unknown claims.

9. “Cost Award” is the attorneys’ litigation costs that the Court awards to Class Counsel, which shall not exceed \$20,000.

10. “Court” means the Superior Court of the State of California for the County of Stanislaus, where this Action is filed.

11. “Defendant” means Volk Enterprises, Inc.

12. “Distribution Fund” means the amount of money to be distributed to Class Members, which shall be the Settlement Amount, less the sum of: (1) Class Counsel’s Fees Award; (2) Class Counsel’s Cost Award; (3) Plaintiff’s Service Award; (4) Settlement Administration

Costs; and (5) the PAGA Allocation. Of this amount, \$8,000, the PAGA Fund, is allocated to settle the PAGA claims.

13. “Effective Date” means the date by which this Settlement is finally approved as provided herein and when the Court’s final judgment becomes binding. For purposes of this Agreement, the final judgment becomes binding only when all of the following events have occurred: (a) this Settlement Agreement has been executed by all Parties and by Class Counsel and Defense Counsel without any revocation, in whole or in part (including by Named Plaintiff of the Complete and General Release); (b) the Court has entered Preliminary Approval of the Settlement; (c) notice has been given to the Class Members providing them with an opportunity to request exclusion from the class Settlement; (d) the Court has issued Final Approval; and upon the later of: (i) the day after the last day by which a notice of appeal to the California Court of Appeal of the final judgment may be timely filed, and none is filed; (ii) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the day after the last date for filing a request for further review of the Court of Appeal’s decision passes, and no further review is requested; (iii) if an appeal is filed and there is a final disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the judgment can be requested, or (iv) if review is accepted, the day the California Supreme Court affirms the Settlement.

14. “Fees Award” is the attorneys’ fees the Court orders Defendant to pay Class Counsel, which shall not exceed one-third of the Settlement Amount (*i.e.*, \$56,666.67).

15. “Final Approval” shall mean the date that the Court issues an order finally approving the Settlement.

16. “Named Plaintiff” or “Plaintiff” is Rafaela Cervantes Carranza.

17. “Notice” means the notice that will be sent to Settlement Class Members to inform them of this Action and the proposed Settlement, in substantially the form attached hereto as **Exhibit 1** and as approved by the Court.

18. “Objection/Exclusion Deadline” means the deadline sixty (60) days after the mailing of the Notice to Class Members by which Class Members must object to or request exclusion from the Settlement. There shall be no right to opt out of or object to the PAGA part of the Settlement.

19. “PAGA Allocation” means the total amount of money to be paid to the California Labor Workforce Development Agency (“LWDA”) as its share of penalties under PAGA from the Settlement Amount, which the parties have agreed shall be (\$8,000). Of this amount, 75% (*i.e.*, \$6,000) shall go to the State of California, and 25% (*i.e.*, \$2,000) shall be distributed to the PAGA Covered Group.

20. “PAGA Covered Period” shall mean the period from February 23, 2023 through the date of Preliminary Approval.

21. “PAGA Claims” means any and all claims for civil penalties under PAGA alleged based on the Labor Code claims alleged in the operative complaint, and the PAGA Letter that references all claims mentioned in this paragraph (the “Released PAGA Claims”), all claims for civil penalties under PAGA that arise from the claims and legal theories and primary rights associated with the claims and facts alleged in the operative complaint and/or in any PAGA Letter to the LWDA in this case, and any claims for civil penalties under PAGA which could have been asserted in the Action arising from the alleged facts and/or primary rights alleged to have been invaded to the fullest extent permitted by law, including claims for civil penalties under PAGA for failure to pay minimum, straight time, overtime or double-time (including failure to correctly calculate and pay based on the regular rate of compensation), failure to timely pay wages due; failure to pay wages due at termination; and all other wages; off-the-clock work; failure to pay workers for the time spent donning and doffing work uniforms or personal protective equipment; rounding; unlawful deductions; reporting time pay; vacation or PTO; failure to provide meal and rest breaks (including missed, short, or interrupted or that employees were not permitted to leave the premises during the same or that employees were not paid premiums for missed, short, interrupted or otherwise non-compliant meal or rest breaks); sick pay claims, including that sick leave was calculated at an incorrect rate of pay; inaccurate or deficient wage statements; wage statement penalties; failure to maintain payroll records; failure to produce payroll records; waiting time penalties; unfair business practice claims based on the foregoing; as well as all penalties, interest, and attorneys’ fees arising out of the PAGA Claims; all claims for civil penalties under PAGA alleging a violation of the Wage Orders of the California Industrial Welfare Commission; and all claims arising under California Labor Code sections 201-204, 210, 216, 218.5, 218.6, 221, 226, 226.3, 226.7, 227.3 245 *et seq.*, 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1195.5, 1197, 1197.1, 1198, 1198.5, 1199, 2802 (the “Released Claims”). The Release period for the PAGA Covered Group shall be the PAGA Covered Period. The PAGA Claims include, without limitation, claims for civil penalties under PAGA that were raised, or that could have been raised based on the allegations in the PAGA Letter, and in the Operative Complaint under the applicable Wage Orders and California Labor Code provisions.

22. “PAGA Covered Group” shall include and mean all persons who worked for Defendant as non-exempt, hourly paid employees in the State of California at any time during the PAGA Covered Period.

23. “PAGA Letter” shall mean the notice that Named Plaintiff submitted to the LWDA on or about February 25, 2025, to exhaust her administrative requirements before filing an amended complaint to add a claim for Civil Penalties under PAGA and seek civil penalties for violations of California Labor Code sections 201, 202, 203, 204, 210, 226, 226(b), 226.3, 226.7, 245 *et seq.*, 510, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1198.5, 1199, 2698, 2802, 2699, *et seq.* and 2802; provisions of the Industrial Welfare Commission (IWC) Wage Order(s); and California Business & Professions Code § 17200 *et seq.*, as well as any subsequent notice or amendment to prior notice Named Plaintiff may submit to the LWDA prior to Final Approval in this Action.

24. “Preliminary Approval” shall mean the date that the Court issues an order preliminarily approving the Settlement.

25. "Release of Class Claims" means the Class Claims, as defined in paragraph 3, that the Settlement Class Members are releasing under California law in return for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity and whether for premiums, unreimbursed business expenses, restitution, penalties, and which arise from conduct occurring during the Class Period as set forth in this Settlement.

26. "Release of PAGA Claims" means the PAGA Claims, as defined in paragraph 21, that the PAGA Covered Group are releasing under California law in return for the consideration provided by this Settlement Agreement, whether arising at law, in contract or in equity and whether for premiums, unreimbursed business expenses, restitution, penalties, and which arise from conduct occurring during the PAGA Covered Period as set forth in this Settlement.

27. "Released Parties" means Volk Enterprises, Inc. as well as its respective parents, subsidiaries, and affiliates, owners, shareholders, insurers and current and former officers, directors, employees and agents.

28. "Service Award" means the amount to be paid to the Named Plaintiff for her time and effort spent pursuing the Action. For purposes of Court approval, the total Service Award shall be \$7,500.

29. "Settlement Administrator" shall mean Apex Class Action LLC, or any other settlement administrator that the Parties agree to use and that the Court approves as the third-party company to handle the notice and distribution process.

30. "Settlement Administration Costs" means the costs incurred by the Settlement Administrator up to \$5,000 to administer this Settlement.

31. "Settlement Amount" means \$170,000, which is the total amount available for distribution that Defendant has agreed to pay according to the terms of this Settlement. This is not a "claims made" Settlement, meaning no amount of the Settlement Amount shall revert to Defendant for any reason. The Settlement Amount is non-reversionary. Defendant is responsible to pay 'employer's payroll taxes on the wage portion of individual settlement awards, in addition to, and apart from, the "Settlement Amount."

32. "Settlement Class" and "Settlement Class Members" shall include and mean all Class Members who do not properly elect to exclude themselves from this Settlement.

33. "Settlement Hearing" is the hearing on the Motion for Final Approval of the Settlement.

34. "Settlement Payment(s)" means the total amount paid to each Settlement Class Member and each member of the PAGA Covered Group, which shall be calculated based on each Settlement Class Member's and each member of the PAGA Covered Group's pro rata portion of the Distribution Fund.

B. General.

35. The Action is filed in Stanislaus County Superior Court, Case No. CV-24-001479. The Complaint in the Action alleges claims for: failure to pay minimum, overtime, and all other wages; failure to provide meal and rest breaks; failure to maintain payroll records; failure to produce payroll records; waiting time penalties; and unfair business practice claims based on the foregoing. The Parties agree that an amended Complaint shall be filed that adds a claim for civil penalties under the Private Attorneys General Act under California Labor Code § 2698 *et seq.* as well as claims for sick pay and wage statement violations. These claims are described in the PAGA Letter.

36. Defendant denies any liability or wrongdoing of any kind associated with the claims alleged in the Action and further denies that the Action is appropriate for class treatment for any purpose other than this Settlement. Defendant contends, among other things, that it has always complied with the California Labor Code, the California Business & Professions Code, and applicable Industrial Wage Commission Wage Orders. Neither this Settlement, nor any document referred to or contemplated in this document, may be used as an admission, concession or indication by or against Defendant or any Released Parties of any wrongdoing or liability whatsoever, an admission that class certification or treatment is appropriate, or a waiver of any defenses (including statute of limitations), that Defendant would otherwise have available to it.

37. Plaintiff believes that the Action is meritorious and that class and representative treatment for Settlement purposes is appropriate.

38. Class Counsel represents that they have conducted a thorough investigation into the facts of the Action, including informal discovery and exchange of information. This includes, but is not limited to, conducting damages analysis, reviewing and analyzing documents, and interviewing witnesses. Class Counsel further represents that they have done extensive legal research with respect to the applicable law and potential defenses to the claims of the Class Members and the PAGA Covered Group. Class Counsel represents that they have diligently pursued an investigation of the claims of the Class Members and the PAGA Covered Group against Defendant. Based on the foregoing information, data, and on their own independent investigation and evaluation, Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the terms set forth in this Settlement is fair, reasonable, and adequate and is in the best interest of Class Members and PAGA Covered Group in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation, various defenses asserted by Defendant, and potential appellate issues.

39. For Settlement only, Defendant and Plaintiff stipulate to certification of the Settlement Class. If the Settlement does not become effective, the fact that Defendant stipulated to class certification as part of the Settlement will not be admissible or used in any way in connection with any attempt by Plaintiff to certify a class. Defendant expressly reserves its rights to oppose class certification if this Settlement does not become effective.

C. Financial Terms of Settlement.

40. The financial terms of the settlement are as follows:

(a) **Settlement Amount:** Defendant and Plaintiff agree to settle this Action for the Settlement Amount of \$170,000. The Settlement Amount is non-reversionary. The Settlement Amount consists of: (a) the Distribution Fund, which shall be paid out to Settlement Class Members; (b) up to one-third of the Settlement Amount (i.e., \$56,666.67) for Class Counsel's Fees Award; (c) up to \$20,000 for Class Counsel's Cost Award; (d) up to \$7,500 for the Service Award to Plaintiff; (e) reasonable Settlement Administration Costs up to \$5,000; and (f) a PAGA Allocation in the amount of \$8,000, of which 75%, or \$6,000, shall be paid to the State of California, and 25% (i.e., \$2,000) shall be distributed to the PAGA Covered Group. Any court reductions in the proposed fees, costs, or service award sought shall not impact the enforceability of the Settlement, which shall remain in force and effect.

(b) **Common Fund Settlement:** This is a common fund Settlement, such that the Settlement Payments will be disbursed without Settlement Class Members or members of the PAGA Covered Group needing to make a claim, provided the Settlement Class Members do not timely exclude themselves from the Settlement.

(c) **Calculation of the Settlement Payments:** Payments will be distributed to Settlement Class Members on a pro rata basis based on the number of weeks worked by Settlement Class Members during the Class Period. More specifically, the Distribution Fund will be divided by the total number of weeks worked by Settlement Class Members for Defendant in California during the Class Period (February 23, 2020 through the date of Preliminary Approval), to ascertain a value per workweek. The value per workweek will then be multiplied by the number of weeks worked during the Class Period by each Settlement Class Member. The portion of the PAGA Allocation reserved for distribution to the PAGA Covered Group (i.e., 25% of the PAGA Allocation) shall be distributed pro rata to the PAGA Covered Group members, in addition to their allocation of the Settlement Amount as Settlement Class Members, if applicable, based on each PAGA Covered Group member's weeks worked as a percentage of each PAGA Covered Group members' weeks worked during the PAGA Covered Period. A partial week worked by an employee shall be considered a week worked for purposes of these calculations, such that even one day worked in a week shall constitute one week worked.

(d) **Tax Allocation of Payments to Settlement Class Members:** Twenty five percent (25%) of every Settlement Payment will represent wages allegedly due and will be subject to required legal deductions and reported on a Form W-2. The other 75% of every Settlement Payment will represent alleged penalties and interest and will be reflected on a Form 1099. The W-2's and 1099's will be prepared by the Settlement Administrator.

(e) **No Tax Advice:** No party is providing tax advice to the other. To the extent that this Settlement is interpreted to contain or constitute legal advice regarding any federal, state, or local tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant and the Released Parties are not responsible for any employee tax obligations related to the allocation of

monies paid pursuant to this Settlement except as specifically provided herein.

(f) **Tax Forms and Filings:** The Settlement Administrator will be responsible for issuing all required W-2 forms, 1099 forms, and other tax forms to the Settlement Class Members and Plaintiff under this Settlement.

(g) **No Effect on Employee Benefits:** No payment from this Settlement, including, without limitation, the Service Award or Settlement Payments paid to Named Plaintiff, PAGA Covered Group members, and Settlement Class Members shall have an effect on the eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the respective Named Plaintiff, PAGA Covered Group members, and Settlement Class Members. The Parties agree that any Service Award and Settlement Payments paid to Named Plaintiff, PAGA Covered Group members, and Settlement Class Members under the terms of this Settlement Agreement do not represent any modification of Named Plaintiff's, PAGA Covered Group members', or Settlement Class Members' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendant or any of the Released Parties. Further, any Service Award and or Settlement Payments shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, the Volk Enterprises, Inc./Safety Today 401(k) Plan and Trust (the "401(k) Plan"), unless otherwise determined in accordance with the 401(k) Plan, as amended from time to time, any other employee pension benefit plan or employee welfare benefit plan sponsored by Defendant or any of the Released Parties.

(h) **Service Award to Plaintiff:** The Service Award attributed to Plaintiff's time and effort in relation to pursuing this Action will be approved by the Court in its discretion and paid to her. The total Service Award to be paid to Plaintiff as consideration for both her general release of claims (and non-revocation of same) and for her service as a class representative shall not exceed a total of \$7,500. Defendant shall not oppose Plaintiff's request for a Service Award in the amount described herein. The Service Award will come from the Settlement Amount. Any amount of the Service Award not approved by the Court will be added to the Distribution Fund.

(i) **PAGA Allocation:** Defendants and Plaintiff agree the PAGA Allocation is \$8,000. The PAGA Allocation will come from the Settlement Amount. Any amount of the PAGA Allocation not approved by the Court will be added to the Distribution Fund.

(j) **Attorneys' Fees and Costs:** Class Counsel may apply for a Fees Award in an amount not to exceed one-third of the Settlement Amount (*i.e.*, \$56,666.67), which represents all past and future attorneys' fees incurred in the Action by all attorneys working on behalf of the Named Plaintiff, Class Members, and PAGA Covered Group members. Additionally, Class Counsel may apply for a Costs Award in an amount not to exceed \$20,000, which represents all past and future attorneys' costs and expenses necessary to prosecute, settle and administer this Action and this Settlement. The Fees Award and Costs Award will come from the Settlement Amount. Any amount of the Fees Award or Costs Award not approved by the Court will be added to the Distribution Fund.

(k) **Settlement Administration Costs:** Subject to Court approval, Defendant will pay the reasonable costs for Settlement Administration, which will be paid from the Settlement Amount. Any amount of the Settlement Administration Costs not approved by the Court will be added to the Distribution Fund.

(l) **Escalator Clause:** At the time of mediation, Defendant estimated that the Class consisted of 107 Class Members, and the Class Period included 9,070 workweeks as of February 23, 2025. If the actual workweeks from February 23, 2020 to April 14, 2025 are more than 10% higher than the numbers represented by Defendant, then Defendant agrees to a proportional increase to the Distribution Fund or, alternatively, to shorten the Release period to come underneath the escalated amount. To avoid doubt and by way of example, a proportional increase in the Settlement Amount would operate as follows: if the actual workweeks from February 23, 2020 to April 14, 2025 are 11% higher than the numbers represented by Defendant at the February 11, 2025 mediation, that would require a 1% increase in the Distribution Fund and not an 11% increase in the Distribution Fund.

D. Release by the Settlement Class, PAGA Covered Group, and Plaintiff.

41. **Release of Class Claims:** Upon the Effective Date, the Release of Class Claims by each Settlement Class Member shall take effect. This Release of Class Claims will be valid during the Class Period. Settlement Class Members agree not to sue or otherwise make a claim against any of the Released Parties that are in any way covered by the Release of Class Claims.

42. **Release of PAGA Claims:** Upon the Effective Date, the Release of PAGA Claims by each PAGA Covered Group member shall take effect. This Release of PAGA Claims will be valid during the PAGA Covered Period. PAGA Covered Group members agree not to sue or otherwise make a claim against any of the Released Parties that are in any way covered by the Release of PAGA Claims.

43. **Complete and General Release by Plaintiff**

(a) Upon the Effective Date and absent revocation by Named Plaintiff, in addition to the Release of Class Claims, the Release of PAGA Claims, the Complete and General Release by Plaintiff, except for the exclusions listed in paragraph 8 above, shall take effect. Plaintiff expressly, knowingly and voluntarily waives all rights under California Civil Code section 1542 in connection with her Complete and General Release as set forth herein, and does so understanding and acknowledging the significance and consequence of specifically waiving Section 1542, which states as follows:

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.

(b) Named Plaintiff understands and acknowledges that she (a) had a full twenty-one (21) days to consider this Complete and General Release before executing this Settlement Agreement or has freely and knowingly waived such right by executing the Settlement Agreement before the expiration of the 21-day period; (b) carefully read and fully understands all provisions of this Complete and General Release; (c) knowingly and voluntarily agrees to and to be legally bound by all of the terms set forth in this Complete and General Release; (d) consulted with an attorney prior to signing the Complete and General Release; (e) consulted with her counsel concerning the terms and conditions of this Complete and General Release; and (f) has a full seven (7) days following the execution of this Settlement Agreement containing this Complete and General Release to revoke the Complete and General Release and only the Complete and General Release (not the remainder of the Settlement Agreement).

(c) To revoke the Complete and General Release, Named Plaintiff must deliver a written statement of revocation to Nina Montazeri at nmontazeri@sheppardmullin.com no later than midnight on the seventh (7th) day after Named Plaintiff signs this Settlement Agreement. If Named Plaintiff revokes the Complete and General Release within seven (7) days (or attempts to do so at any time up through the Effective Date), Defendant shall, within a reasonable time of learning of the revocation or attempted revocation of the Complete and General Release, have the right to either (a) void the entirety of this Settlement Agreement or (b) recognize the remainder of the Settlement Agreement but elect to reduce the Named Plaintiff's Service Award.

E. Settlement Notice.

44. As indicated above, Defendant and Plaintiff have agreed to use the Settlement Administrator to perform settlement administration duties, including mailing the notice, using approved, standard devices to obtain forwarding addresses, independently reviewing and verifying documentation associated with any submitted opt-out requests, applying the formula for determining individual settlement amounts, preparing and mailing settlement payments to Settlement Class Members, PAGA Covered Group members, Named Plaintiff, and the LWDA, calculating and paying the employee and employer payroll taxes due on the wage portion of any payments, issuing tax forms, providing weekly status reports to counsel for the Parties; providing a due diligence declaration for submission to the Court prior to the Final Approval hearing and as otherwise required by the Court, and performing such other tasks as set forth herein or as Defendant and Plaintiff mutually agree or that the Court orders.

45. Within thirty (30) calendar days after Preliminary Approval, Defendant shall provide to the Settlement Administrator a list of the Class Members and PAGA Covered Group members, including name, last known address, social security number, hire and termination date, and number of work weeks worked for Volk Enterprises, Inc., in California during the period from February 23, 2020 through the date of preliminary approval. The Settlement Administrator shall keep the list(s) provided by Defendant confidential and shall not provide it to any other persons including Class Members, Plaintiff, or Class Counsel.

46. The Notice, which the Parties will agree upon, and which shall be approved by the Court, shall be sent by the Settlement Administrator to the Class Members, by first class mail, within forty-five (45) calendar days after Preliminary Approval.

47. If any Notices are returned within fourteen (14) calendar days from the date of mailing, the Settlement Administrator will re-mail the Notice within five (5) business days, using reasonable means to identify the correct address, i.e., through skip traces. The re-mailing of any Notice does not restart or extend the Objection/Exclusion Deadline. The Settlement Administrator will not re-mail any Notices that are returned as non-deliverable after fourteen (14) calendar days from the date of mailing.

48. Twenty-eight (28) days prior to the final approval hearing, the Settlement Administrator shall provide counsel for Defendant and Plaintiff with a declaration of due diligence with regard to the mailing of the Notice.

49. If the procedures in this Settlement is followed and the intended recipient of a Notice still does not receive the Notice, the recipient will nevertheless become a Settlement Class Member and will be bound by the Settlement, including the Release of Class Claims, should the Settlement become effective.

50. The Notice will list the number of individual weeks worked by the Class Member and/or PAGA Covered Group member in California during the Class Period and/or PAGA Covered Period according to Defendant's records and the estimated Settlement Payment. To the extent a Class Member and/or PAGA Covered Group member disputes the number of workweeks listed on his or her Notice, the Class Member and/or PAGA Covered Group member may, prior to the Objection/Exclusion Deadline, produce evidence to the Settlement Administrator establishing the number of workweeks the Class Member and/or PAGA Covered Group member contends to have worked. Once the Objection/Exclusion Deadline has passed, no Class Member and/or PAGA Covered Group member may dispute the number of weeks worked. If a dispute is timely submitted, Defendant's records will be presumed determinative, but Defendant and Plaintiff will evaluate the evidence submitted by the Class Member and will discuss in good faith how many individual workweeks should be credited. If the parties cannot agree, the Settlement Administrator will make the final determination, which will be binding on the parties.

51. Class Members and/or PAGA Covered Group members who wish to object to the Settlement or appear at the final approval hearing to comment on the Settlement must notify the Court of their intent to do so by the Objection/Exclusion Deadline. To be valid, all written objections, supporting papers and/or notices of intent to appear at the final approval hearing must: (1) clearly identify the Action by name (*Carranza v. Volk Enterprises, Inc.*); and (2) be postmarked for service by mail and sent to the Settlement Administrator no later than the Objection/Exclusion Deadline. Settlement Class Members who fail to file and serve timely, written objections in the manner specified above shall be deemed to have waived any objections and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement, unless otherwise permitted by the Judge.

52. Class Members who wish to request exclusion from the Settlement must do so by the Objection/Exclusion Deadline. To be valid, any request for exclusion must: (1) be in writing and postmarked for service by mail to the Settlement Administrator no later than the Objection/Exclusion Deadline; (2) have the Class Member's name and last four digits of his/her

social security number, which must match up with the social security number and either first or last name in Defendant's records; (3) have a signature and date; and (4) state "I wish to be excluded from the Settlement in *Carranza v. Volk Enterprises, Inc.* pending in Stanislaus County Superior Court I understand that in asking to be excluded from the Settlement Class, I will not receive any money as part of the settlement of the Class Claims approved by the Court", or words to that effect. Any Class Member who submits a valid, timely request for exclusion will not be bound by the Settlement and will not be entitled to any portion of the Settlement Payment allocated to the Class Claims provided in the Settlement. Class Members who submit a timely, valid request for exclusion will not be allowed to object to, appeal or comment on the Settlement as it pertains to Settlement Class Members. Class Members who fail to submit a valid, timely request for exclusion will be bound by all of the terms of the Settlement and any final judgment entered in this Action, including the Release of Class Claims, if the Settlement is approved by the Court. There shall be no right by a PAGA Covered Group member to opt out or be excluded from the PAGA part of the Settlement.

53. The Settlement Administrator will provide counsel for Defendant and Class Counsel with prompt, regular reports reflecting objections and exclusions.

54. Defendant and Plaintiff, and their respective counsel, will not solicit or otherwise encourage Class Members and/or PAGA Covered Group members to submit written objections to or, as to Class Members, request exclusion from the Settlement. This paragraph will not prevent Class Counsel from responding to questions from Class Members and/or PAGA Covered Group members about the Settlement.

55. Defendant will be obligated to fund the Settlement as approved by the Court, up to the Settlement Amount. Defendant will fund the Settlement Amount within 30 days after notice of entry of final approval of the Settlement.

56. No later than fourteen (14) calendar days after receiving funds from Defendant, the Settlement Administrator will mail the Settlement Payments to the Settlement Class Members and PAGA Covered Group members, the Service Award to Plaintiff, the PAGA Allocation to the LWDA, and the Fees Award and Costs Award to Class Counsel.

57. Settlement Payment checks issued to Settlement Class Members from the Distribution Fund shall remain valid and negotiable for one hundred eighty (180) days from the date of their issuance and will thereafter automatically be canceled if not cashed by the Check Stale Date. Any funds associated with uncashed checks in the Net Settlement Amount shall be transmitted by the Settlement Administrator to the California Controller's Unclaimed Property Fund in the name of the Settlement Class Member or PAGA Covered Group member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b). Therefore, Defendant will not be required to pay any interest on any portion of funds in the distribution account, whether or not all checks are cashed.

58. The Settlement Administrator shall provide Class Counsel and Defendant with a declaration of due diligence regarding administration of the Settlement no later than one hundred and eighty (180) calendar days after the Effective Date. Class Counsel will file the declaration of

due diligence with the Court by no later than one hundred and ninety (190) calendar days after the Effective Date.

F. Duties of the Plaintiff and Defendant Prior to Court Approval.

59. After execution of this Settlement, Plaintiff shall move the Court for preliminary approval of this Settlement and entry of an order accomplishing the following:

(a) Scheduling a fairness hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class Members;

(b) Approving as to form and content the proposed Notice;

(c) Directing the mailing of the Notice by first class mail to Class Members and PAGA Covered Group members;

(d) Preliminarily approving this Settlement;

(e) Preliminarily certifying claims in the Action on behalf of the Class for purposes of settlement;

(f) Preliminarily setting the amount of the Fees Award and Costs Award payable to Class Counsel;

(g) Preliminarily approving the Service Award, if any, to the Plaintiff; and

(h) Preliminarily approving Settlement Administration Costs payable to the Settlement Administrator.

The parties shall submit this Settlement in support of the motion for preliminary approval of the settlement.

60. At the same time that Plaintiff files and serves his motion to preliminarily approve the Settlement, she shall also submit it to the LWDA in accordance with Labor Code section 2699(l)(2).

G. Duties of Plaintiff and Defendant Following Final Court Approval.

61. In connection with the hearing on final approval of the Settlement provided for in this Settlement, Plaintiff will submit a proposed final approval order and final judgment accomplishing the following:

(a) Finally approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;

(b) Finally approving Class Counsel's Fees Award and Costs Award, the Service Award to Plaintiff and the Settlement Administration Costs; and

(c) Entering judgment permanently barring: (i) all Settlement Class Members from prosecuting any Claims released in the Release of Class Claims against the Released Parties; and (ii) Plaintiff from proceeding with any of the claims released in her Complete and General Release against any of the Released Parties.

62. Counsel for Plaintiff shall submit to the LWDA a copy of the judgment in the Lawsuit and a copy of any other order providing for or denying an award of civil penalties within ten (10) days after entry of such judgment or order, in compliance with Labor Code section 2699(l)(3).

H. Terminating the Agreement.

63. If, before the final approval hearing, the number of Class Members who have timely filed valid requests for exclusion from the Class equals or exceeds 5% of the total Class Members, Defendant shall have, at its sole election, the option to terminate and/or rescind this Settlement. Defendant must exercise this right of rescission within 14 calendar days after the last date the Settlement Administrator notifies the Parties of the total number of opt outs.

64. In the event: (i) the Court does not enter the preliminary approval order; (ii) the Court does not finally approve the Settlement as provided herein; (iii) the Superior Court does not enter a final judgment and order; or (iv) the Settlement does not become final or effective as defined by the Effective Date for any other reason, this Settlement Agreement shall be null and void and any order or judgment entered by the Superior Court in furtherance of this Settlement shall be treated as void *ab initio*. In such a case, the parties and any funds to be awarded under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Agreement, and the parties shall proceed in all respects as if this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement Administrator shall be paid for by the Parties. In the event an appeal is filed from the Court's final judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

I. Parties' Authority.

65. The signatories to this Settlement represent that they are fully authorized to enter into this Settlement and bind Defendant and Plaintiff to the terms and conditions.

J. Mutual Full Cooperation.

66. Defendant and Plaintiff agree to fully cooperate with each other to accomplish the terms of this Settlement, including but not limited to, execution of such documents and to take such other action as may reasonably be necessary to implement the terms of this Settlement. Defendant and Plaintiff shall use commercially reasonable efforts, including all efforts contemplated by this Settlement and any other efforts that may become necessary by order of the Court, to effectuate this Settlement and the terms set forth herein. As soon as reasonably

practicable after execution of this Settlement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's Preliminary Approval and Final Approval of the Settlement.

K. No Prior Assignments.

67. Defendant and Plaintiff represent, covenant, 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 rights released and discharged by this Settlement.

L. No Admission.

68. Defendant and the Released Parties deny any and all claims alleged in the Action and deny all wrongdoing whatsoever. This Settlement is not a concession or admission and shall not be used against Defendant or any of the Released Parties as an admission or indication with respect to any claim of any fault, concession or omission by Defendant or any of the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement, nor any document, statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof, shall in any event be:

(a) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or

(b) disclosed, referred to or offered or received in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of enforcing this Agreement. However, the Released Parties may file the final judgment, Settlement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, waiver or other theory of claim preclusion or issue preclusion or similar defense as to the Release of Class Claims, the Release of PAGA Claims, and/or in defense of any future claim in this or any other proceeding.

M. Enforcement Actions.

69. Except as otherwise provided in this Settlement, in the event that Plaintiff or Defendant institute any legal action or other proceeding against any other party or parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the prevailing party or parties shall be entitled to recover from the other party or parties reasonable attorneys' fees and costs, including expert witness fees, incurred in connection with any enforcement actions.

N. No Press Releases.

70. The Parties and their counsel agree that they will not issue any press releases, engage in any communications, or take any other action that would directly or indirectly provide the press or other media or any litigation reporting service with information about the litigation or the parties' Settlement or would otherwise enable or allow the press or other media or any litigation reporting service to learn or obtain such information; except that Defendant retains the right and discretion to disclose the Settlement as may be required under federal or state laws or generally accepted accounting principles. Notwithstanding this paragraph, the filing of papers in court in this case in support of the parties seeking approval of the settlement or other court papers filed in this case shall not be considered a violation of this paragraph under any circumstances. Plaintiff and Class Counsel further agree that if contacted regarding this case, they will state only that the case has been resolved.

O. Notices.

71. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the date of mailing by United States registered or certified mail, return receipt requested, or nationally recognized overnight courier service, addressed:

To Class Counsel:

Emil Davtyan
David Yeremian
Natalie Haritounian
Jonas Agle
D. Law
450 N. Brand Blvd. Ste. 840
Glendale, CA 91203

(Counsel for Plaintiff)

To Defendant:

Sami Hasan
Nina Montazeri
Sheppard, Mullin, Richter & Hampton, LLP
Four Embarcadero Center, Flr. 17
San Francisco, CA 94111

(Counsel for Defendant)

P. Construction.

72. The parties agree that the terms and conditions of this Settlement are the result of lengthy, intensive, arm's length negotiations between Plaintiff and Defendant and that this Settlement shall not be construed in favor of or against any party by reason of the extent to which any party or their or its counsel participated in the drafting of this Settlement.

Q. Captions and Interpretations.

73. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any provision hereof. Each term of this Settlement is contractual and not merely a recital.

R. Modification.

74. This Settlement may not be changed, altered, or modified, except by the Court and/or in a writing and signed by the parties and their counsel, and approved by the Court. This Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the parties and their counsel.

S. Integration Clause.

75. This Settlement contains the entire agreement between Defendant and Plaintiff relating to the settlement and transaction contemplated hereby, and, upon its full execution by all parties, all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

T. Binding on Assigns.

76. This Settlement shall be binding upon and inure to the benefit of the parties hereto (including but not limited to Class Members) and their respective heirs, trustees, executors, administrators, successors and assigns.

U. Signatures of All Class Members Unnecessary to Be Binding.

77. It is agreed that, because the members of the Class are numerous, it is impossible or impractical to have each Class Member execute this Settlement. The Notice will advise all Class Members of the binding nature of the Release of Class Claims (as well as the Release of PAGA Claims) provided herein and such shall have the same force and effect as if each Class Member executed this Settlement.

V. Counterparts.

78. This Settlement may be executed in counterparts, and when each signatory has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one fully-signed Settlement, which shall be binding upon and effective as to all parties. Signatures may be provided as originals or by scanned, electronic versions delivered via e-mail. Signatures provided as a scanned version delivered via e-mail will be binding and have the same force and effect of an original signature.

Dated: September 30, 2025

CLASS COUNSEL:

D. LAW
By: Natalie Haritounian
NATALIE HARITOUNIAN

Attorneys for Plaintiff and the Class

Dated: September 30, 2025

PLAINTIFF/CLASS REPRESENTATIVE:

DocuSigned by:
Rafaela Cervantes
E1F8ED34D9D440B...
RAFAELA CERVANTES CARRANZA

Dated: October 1, 2025

COUNSEL FOR VOLK ENTERPRISES, INC.:

By: Sami Hasan
SAMI HASAN

Dated: October 1, 2025

VOLK ENTERPRISES, INC.:

By: Ed Gustafson
Ed Gustafson
President