SETTLEMENT AND RELEASE AGREEMENT

This Settlement and Release Agreement ("*Agreement*") is made between Plaintiff Lmar Lay ("*Plaintiff*"), on behalf of himself and others allegedly similarly situated (collectively, the "*Plaintiffs*"), on the one hand, and Betacom Holdings, Inc. and Betacom Incorporated ("*Betacom*" or "*Defendants*"), on the other hand. Plaintiffs and Defendants may be referred to individually as a "*Party*" and collectively as the "*Parties*."

In consideration of the mutual promises set forth below, and other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the Parties agree as follows:

1. Definitions.

"Effective Date." This Agreement shall become effective on the later of the date Plaintiff has signed this Agreement and Defendants have signed the Agreement.

"Final" means the date that is 10 days after the date that the Court enters the Approval Order.

"Approval Order" means the Court's Order granting approval of the Settlement (including the Released Claims) and dismissing the Lawsuit with prejudice.

"Lawsuit" means *Lmar Lay v. Betacom Holdings, Inc. et al.,* Cause No. 2:24-cv-01195 in the United States District Court for the Western District of Washington at Seattle.

"Settlement Administrator" means the third-party class action settlement administrator that will handle the administration of this Settlement.

"Settlement Administration" means the duties of the Settlement Administrator, who shall be responsible for administering the notice and claims process, handling payment of taxes, and all other items necessary to facilitate the settlement. The costs of the Settlement Administrator shall be paid from the Gross Settlement Amount.

"Settlement Packet" means the Notice and an Opt-In Consent Form to be sent by First Class U.S. Mail, personal email (to the extent the email addresses are electronically available to Betacom in Betacom applicant tracking system) and text message within twenty-eight (28) days of the Court's approval of the settlement. Any Notices returned undeliverable shall be traced up to two times to obtain a new address and be re-mailed by First Class U.S. Mail. Settlement Class Members shall have ninety (90) days from the date of initial mailing to submit their completed Opt-In Consent claim forms, which must be either postmarked by, or e-mailed, facsimiled or otherwise received on or before the 90th day ("Opt-in Period"). To the extent any mailed Notice is returned as undeliverable, such person shall be permitted forty-five (45) days from any re-mailing of the Notice to submit their Opt-In Consent claim form ("Re-mailing Opt-in Period"). An identical reminder notice shall be sent by mail, email and text message thirty (30) days and (60) days after the initial mailing. The Settlement Packet shall be mailed by the Settlement Administrator to all Plaintiffs.

"Settlement Plaintiff" means any Plaintiff who timely returns a completed Opt-In Consent claim form to participate in the Settlement and all Plaintiffs who have already filed Opt-In Consents to the Lawsuit.

2. Settlement Class The Parties agree the Agreement applies to the following ***Plaintiffs***: The 617 field employees with potential damages identified on spreadsheets provided to Josephson Dunlap, Class Counsel, in advance of the Parties' mediation on May 14, 2025. The amount of the settlement payment to each member of the settlement class shall be determined based on the *pro rata* share of overtime allegedly owed to them during the relevant FLSA statute of limitations. This amount will be based on Betacom records of payments made to the individuals in the Settlement Class for the applicable workweeks during the same relevant time period. The amount of the settlement payment to each member of the Settlement Class shall be allocated from the Net Settlement Amount. Defendants will have the ability to review the pro rata calculations. 50% of each Settlement Payment to each Settlement Plaintiff shall be treated as W-2 wages and 50% shall be treated as 1099 income. By opting into the settlement, Settlement Plaintiffs will assent to the Release described. All current Opt-in Plaintiffs will be treated as though they have opted in to the settlement as Settlement Plaintiffs. This class is agreed upon for settlement purposes only. If for whatever reason, the Court does not approve this settlement, the parties have not stipulated to a class for litigation purposes.

3. Settlement Payment. The Parties agree to a settlement in the total maximum gross amount of $1,200,000 (the "***Gross Settlement Amount***" or "***Gross Fund***"), which includes all settlement payments to all Settlement Plaintiffs, the service award to Plaintiff Lay, the costs of the Settlement Administrator, and all attorneys' fees and costs. The Gross Settlement Amount does not include the employer's share of employer side payroll taxes. Neither Defendants nor the Released Parties will under any circumstances be responsible for any payment in excess of the $1,200,000 Gross Settlement Amount. The Gross Settlement Amount is allocated as follows:

- The ***Attorneys' Fee*** is $480,000.00 and represents 40.00% of the Gross Settlement Amount.

- ***Costs and Expenses*** are the amount of case expenses and taxable court costs actually incurred by Class Counsel. Costs and Expenses will not exceed $19,000.00.

- ***Settlement Administration Costs*** are the amount of costs and expenses charged by the Settlement Administrator. Settlement Administration Costs will not exceed: $15,000.00.

- The ***Service Award*** for Plaintiff Lay is, and will not exceed, $10,000.00.

- The ***Net Settlement Amount*** will be the amount that remains for distribution among the Settlement Class after all possible deductions. The Net Settlement Amount $676,000.00 is the estimated maximum amount that may be distributed among the Settlement Class.

4. Notice and Issuance Process. Within 14 days of the Approval Order becoming Final, Defendants shall provide the class list (names, address or last known address where available, emails, phone numbers, and social security numbers of the Plaintiffs) to the

Settlement Administrator and Class Counsel. The Parties agree to use CPT Group as the Settlement Administrator. Within 28 days of the Approval Order becoming Final, the Settlement Packets shall be sent to Plaintiffs. The Notice and Consent to the Settlement Class is attached as Exhibit A.

5. Claims Made Settlement. Settlement funds allocated to the individuals in the Settlement Class who do not timely return an Opt-in Consent, and instead, retain all their existing rights to pursue their own claims ("Unclaimed Funds") shall revert to Betacom so that it may defend against and/or settle future, unreleased claims. To be clear, Betacom shall only fund the amount of the settlement claimed by the Settlement Plaintiffs plus the Attorney's Fee Award, Costs and Expenses, Settlement Administration Costs, and Service Award.

6. Released Parties. Plaintiff Lay, and any Settlement Plaintiffs who timely execute a Opt-in Claim form, and their respective heirs, agents, and assigns (collectively, the "***Releasing Parties***") fully, finally, and forever release, settle, and discharge Defendants and their past, present, and future parents, d/b/a's, joint ventures, divisions, subsidiaries, partnerships, successors, successors in interest, asset purchasers, assigns, predecessors, contractors, subcontractors, and other related entities (whether or not they are wholly owned) together with the directors, officers, board of directors, owners, lessees, managers, shareholders, fiduciaries, underwriters, insurers, re-insurers, employees, agents, assigns, and attorneys of any of them, specifically including Betacom, (collectively, the "***Released Parties***") from the Released Claims.

7. Plaintiff Lay's Release of Claims: In executing this Agreement, Plaintiff Lay releases the Released Parties from any and all claims, demands, damages, monies, injunctive relief, attorneys' fees, liabilities and/or causes of action of whatever kind or character, whether known or unknown, which Lay has asserted or could have asserted against the Released Parties arising out of or relating in any way to any acts, circumstances, facts, transactions, or omissions based on facts occurring prior to the Effective Date. This general release includes, but is not limited to, all claims (a) made or which could have been made in this Lawsuit, and (b) pertaining to the payment of wages or hours of work under state and federal law, including but not limited to the Fair Labor Standards Act, the Massachusetts Overtime Law, the Massachusetts Wage Act,; and (c) any and all claims arising under any federal, state, or local law or common law, including any known claims in tort or contract, and any claim of discrimination under any federal or state statute, violation of public policy, wrongful discharge, retaliation, or any other claim that arose prior to the Effective Date.

Lay agrees that he is waiving any claims against Defendants under the Massachusetts Wage Act (Mass. Gen. Laws ch. 149, § 148). These wage and hour claims include, but are not limited to, failure to pay earned wages, failure to pay overtime, failure to pay earned commissions, failure to timely pay wages, failure to pay accrued vacation or holiday pay, failure to furnish appropriate pay stubs, failure to provide proper check-cashing facilities, and claims for improper wage deductions.

8. Settlement Plaintiffs' Released Claims: The Releasing Parties fully, finally, and forever release, settle, and discharge the Released Parties as described in this Section. The Releasing Parties agree no legal action or recourse of any kind will be made against the Released Parties for the Released Claims and this Agreement may be pleaded as a full and

complete defense to any action, suit, or other proceedings that may be instituted or attempted in breach hereof.

Each Settlement Plaintiff who timely opts in shall release Betacom and its related entities from all federal, state and local and common law wage and hour actions, causes of actions, demands, damages, attorneys' fees, costs, loss of wages, interest, including but not limited to those that arose or are in any way related to improper classification, failure to pay wages, failure to pay for meal/rest breaks, failure to pay overtime and/or premium rates, failure to provide timely and accurate wage notices, failure to provide timely and accurate wage statements, or otherwise relate to scheduling, payment of wages and/or overtime, and failure to timely pay wages, and any other relief permitted to be recovered on, related to, or in any way growing out of any claims in the Lawsuit regarding events that occurred or are alleged to have occurred from August 6, 2021 through the date the formal settlement agreement has been executed by all signatories.

9. Court Approval. Plaintiff's counsel will prepare a joint motion for FLSA Settlement Approval ("Approval Motion") for Defendants' review and approval. The parties agree to cooperate in good faith and use best efforts to finalize and file the Approval Motion by August 15, 2025. If the Court does not enter an Approval Order, or decides to do so only with material modifications to the terms of this agreement, or if the Approval Order is reversed or vacated by an appellate court, then this Agreement shall become null and void, unless the parties agree in writing to modify this Agreement and the Court approves this Agreement as modified.

10. No Admission of Liability. The Parties agree that neither this Agreement nor any action taken by Defendants with regard to the Agreement shall be construed as an admission of liability or wrongdoing by Defendants for any purpose whatsoever, which is expressly denied.

11. Settlement Agreement Approval and Dismissal of Lawsuit: The Parties agree the Settlement is contingent on the entry of an order by the Court approving this Settlement and dismissal of the Lawsuit in its entirety with prejudice.

12. Funding Date. Defendants shall fund the settlement within 14 days of Approval Order by delivering the Attorney Fee Award, Cost Award, and Service Award to the Settlement Administrator (***Funding Date***). Within 28 days of the Approval Order, the Settlement Administrator shall deliver the Attorney Fee Award, Cost Award, and Service Award to Class Counsel. Within 10 days of the expiration of the latest Re-mailing Opt-In Period, the Settlement Administrator will provide the parties its calculations based on the portion of the Net Settlement Amount claimed during the Notice, Issuance, and Opt-In Process including any employer-side payroll taxes owed. The parties will have five days to review the calculations for accuracy and cooperate in good faith to resolve any calculation errors. Five days after the parties have agreed upon the calculations, Defendants shall fund the requisite share of the Net Settlement Amount for distribution by delivering the same to the Settlement Administrator. Within 7 days of receiving these funds from Defendants, the Settlement Administrator shall issue checks to the Settlement Plaintiffs and pay all taxes associated with the payments to the appropriate jurisdiction including employer side payroll taxes. Each Settlement Plaintiff shall receive two checks: 50% of each Settlement Payment to each Settlement Plaintiff shall be treated as W-2 wages and 50% shall be treated as 1099

income. In the event a Settlement Plaintiff's check is lost or damaged, the Settlement Administrator shall render a stop payment on the original check and shall reissue the check as necessary. Any funds or monies not utilized or claimed within 120 days of the issuance date shall be deemed expired and will be sent to the Washington Unclaimed Property Fund in their name. In no event will checks be reissued after this expiration date.

13. Publicity. The Parties agree that neither Plaintiff nor Plaintiffs' counsel shall issue a press release or initiate other publicity (on social media, websites, etc.) related to this Lawsuit or Settlement Agreement and neither Plaintiff nor Plaintiffs' counsel shall respond to any media inquiries about the Lawsuit or Settlement Agreement unless the statement is to say that the litigation has been resolved and they have no further comments.

14. Mutual Cooperation. The Parties shall work together to achieve the goals of the settlement. To the extent the Court demands a modification of any of the terms of the settlement, the Parties shall work together in good faith to resolve any issues raised by the Court. The Parties agree the Gross Settlement Amount shall remain unchanged.

15. Authorization. The Parties represent they have given authorization to their counsel, and counsel for all Parties warrant and represent their clients expressly authorized them to negotiate this settlement and Agreement and take all appropriate action required or permitted to effectuate its terms, including executing any documents.

16. Assignment. No assignment of the rights or obligations in this Agreement will be permitted unless it is in writing and signed by the Parties. This Agreement shall be binding upon, and inure to the benefit of, the Parties' successors or assigns.

17. Entire Agreement. This Agreement constitutes the complete understanding between the Parties concerning its subject matter. This Agreement supersedes and replaces all other agreements, contracts, statements, representations, memoranda, or understandings between or among the Parties, whether written or verbal. The Parties acknowledge there have been no promises or representations concerning the subject matter of this Agreement other than those set forth in this Agreement. This Agreement cannot be altered, amended, or modified in any respect, except by a writing duly executed by the Parties.

18. Settlement of Bona Fide Dispute Over FLSA Claims. Plaintiffs and Defendant agree the Gross Settlement Payment constitutes consideration to settle a bona fide dispute between the Parties as to Defendant's liability, as well as the amount of hours worked and the compensation, if any, due to Plaintiffs. As such, this Agreement constitutes a full release of Settlement Plaintiffs claims for unpaid overtime wages and any and all other relief under the FLSA, state or local wage and hour laws, including but not limited to the wage laws of Massachusetts.

19. Interpretation. This Agreement was negotiated and drafted at arms-length between counsel for the Parties, and, therefore, any rules requiring terms be interpreted against the drafter shall not apply.

20. Venue and Applicable Law. This Agreement shall be interpreted and construed in accordance with the laws of the State of Washington, without regard to its conflicts of law provisions.

21. Counterparts and Facsimiles. This Agreement can be signed in counterparts, which, taken together, will constitute the entire agreement. Facsimile, .jpeg, and electronic signatures with hash data will be treated as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Settlement and Release Agreement on the dates written below.

PLAINTIFF:

Lmar Lay

Date: 08/07/2025

DEFENDANTS:

Terri Smith

Betacom Holdings, Inc. and Betacom Incorporated

Date: 8/8/2025

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