EXHIBIT 1

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION

Alfredo Ramirez and Ramón Santos Castro, individually and as representatives of a class of all others similarly situated and on behalf of the AMPAM Parks Mechanical, Inc. Employee Stock Ownership Plan (the "AMPAM ESOP" or the "ESOP"),

Plaintiffs,

v.

AMPAM Parks Mechanical, Inc., Charles E. Parks III, John D. Parks, John G. Mavredakis, Kushal B. Kapadia, the AMPAM Board of Directors, Neil Brozen, Ventura Trust Company, James C. Wright III, Kevin Dow, James Ellis, Steve Grosslight, Mike Matkins, CHARKAT LLC, the trustee(s) of the John D. Parks Living Trust, the trustee(s) of the Mavredakis Family Trust, and John and Jane Does 1-10,

Defendants.

Case No. 5:24-cv-01038-KK (DTBx)

CLASS ACTION SETTLEMENT AGREEMENT

Judge: Hon. Kenly K. Kato

CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement ("Settlement Agreement") is entered into between Plaintiffs Alfredo Ramirez and Ramon Santos Castro (together, "Plaintiffs"), individually and on behalf of the Class (as defined below) and the AMPAM Parks Mechanical, Inc. Employee Stock Ownership Plan (the "ESOP") on the one hand, and Defendants AMPAM Parks Mechanical, Inc., Charles E. Parks III,

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John D. Parks, John G. Mavredakis, Kushal B. Kapadia, the AMPAM Board of Directors, Neil Brozen, Ventura Trust Company, James C. Wright III, Kevin Dow, James Ellis, Steve Grosslight, Mike Matkins, CHARKAT LLC, the trustee(s) of the John D. Parks Living Trust, and the trustee(s) of the Mavredakis Family Trust (collectively, the "Defendants") on the other hand. Plaintiffs and Defendants are collectively referred to as the "Parties" herein. All capitalized terms will have the meaning ascribed thereto in Section 1 of this Settlement Agreement.

Recitals

WHEREAS, on or about May 16, 2024, Plaintiffs filed this Lawsuit in the United States District Court for the Central District of California, Case No. 5:24-cv-01038-KK (DTBx), asserting claims on behalf of themselves and a class of participants and beneficiaries of the ESOP for alleged violations of ERISA;

WHEREAS, on or about March 18, 2025, the Court granted Plaintiffs' motion for class certification and certified this Lawsuit as a class action;

WHEREAS, on or about July 9, 2025, Plaintiffs filed their Second Amended Complaint in this Lawsuit, which is the operative complaint against the Defendants, alleging violations of ERISA in connection with the ESOP's purchase of AMPAM stock in 2019 and the ESOP's sale of AMPAM stock in 2023;

WHEREAS, during the course of this action, the Parties conducted extensive fact and expert discovery regarding the merits and potential recoveries for Plaintiffs' Claims in this Lawsuit;

WHEREAS, on or about June 15 and 18, 2026, Plaintiffs' counsel notified Defendants that: (a) Plaintiffs did not intend to pursue and would dismiss all of their claims against Ventura Trust Company; (b) Plaintiffs did not intend to pursue and would voluntarily dismiss claims under 29 U.S.C. § 1106(a), § 1106(b)(1), and § 1106(b)(2) against the AMPAM Defendants; and (c) Plaintiffs did not intend to

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pursue and would dismiss any claims that the ESOP's 2023 sale of AMPAM stock was a prohibited transaction or breach of fiduciary duty;

WHEREAS, on or about June 18, 2026, Defendants moved for summary judgment as to all of Plaintiffs' remaining claims;

WHEREAS, on or about June 23, 2026, the Parties conducted arms-length negotiations at a mediation session with Robert A Meyer of JAMS, and reached an agreement in principle as to the settlement amount and certain non-monetary settlement terms;

WHEREAS, on or about July 13, 2026, the Parties executed a Settlement Term Sheet, documenting the agreements reached during the mediation;

WHEREAS, as a result of the factual investigation and legal research conducted by Class Counsel concerning the Claims asserted in this Lawsuit and discovery, Class Counsel have concluded that the terms of this Settlement Agreement are fair, reasonable, adequate, and in the best interests of both the Class and the ESOP, and Plaintiffs agree to settle the Lawsuit with Defendants on the terms set forth herein;

WHEREAS, Defendants deny the material allegations asserted in the Lawsuit, deny any wrongdoing or liability whatsoever, and state that they are entering into the Settlement Agreement solely to avoid the cost, disruption, and uncertainty of litigation;

WHEREAS, the Parties desire to promptly and fully resolve and settle with finality all of the Claims on the terms set forth herein and subject to the approval of the Court; and

WHEREAS, each of the undersigned counsel represents that their respective clients have been informed of and consent to the provisions set forth below;

NOW, THEREFORE, in consideration of the agreements and covenants herein, and for other good and valuable consideration, the Parties agree that all

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claims brought in the Lawsuit, and the Released Claims (as defined in Section 3.2) shall be settled and dismissed on the merits and with prejudice in accordance with the following terms and conditions, all subject to final approval by the Court.

1. Definitions.

1.1. "Cash Payment" shall mean $13,750,000 paid on the schedule set forth below in Section 6.1.

1.2. "Claims" shall mean any and all past or present claims, debts, demands, expenses, rights of action, suits, and other causes of action of every kind and nature whatsoever, whether under ERISA, the Internal Revenue Code, or any other federal, state, local or foreign law, whether based on contract, tort, statute, regulation, ordinance, the common law, or some other legal or equitable theory of recovery, whether known or unknown, suspected or unsuspected, existing or claimed to exist, asserted or unasserted, foreseen or unforeseen, actual or contingent, liquidated or unliquidated, in law or equity.

1.3. "Class" shall mean the class that the Court certified (ECF 148): "All participants in the AMPAM ESOP on August 6, 2023 or at any time thereafter who vested under the terms of the Plan, and those participants' beneficiaries, excluding Defendants and their immediate family members; any fiduciary of the Plan; the officers and directors of AMPAM or of any entity in which a Defendant has a controlling interest; and legal representatives, successors, and assigns of any such excluded persons."

1.4. "Class Counsel" shall mean Cohen Milstein Sellers & Toll, PLLC.

1.5. "Class Counsel Expenses" shall mean the amount of litigation costs and expenses approved by the Court for disbursement from the Settlement Fund Account and payable to Class Counsel.

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1.6. "Class Counsel Fees" shall mean the amount of attorneys' fees approved by the Court for disbursement from the Settlement Fund Account and payable to Class Counsel.

1.7. "Class Data" shall mean the following data which shall be provided in electronic form for each Class Member, to the extent reasonably available: (a) full name, (b) last known mailing address, (c) last known email address, (d) last known telephone number, (e) Social Security Number or Tax Identification Number; (f) the number of vested AMPAM shares allocated to that Class Member's ESOP account on or before December 31, 2023; (g) sufficient information to identify the persons excluded from the Class definition; and (h) other information Class Counsel or the Settlement Administrator may reasonably request to administer the Plan of Allocation.

1.8. "Class Member" shall mean a member of the Class.

1.9. "Class Notice" shall mean notice of the Settlement that the Court approves in compliance with Rule 23 of the Federal Rules of Civil Procedure.

1.10. "Days" shall mean calendar days unless otherwise specified.

1.11. "Deductions from the Cash Payment" shall mean Class Counsel Expenses, Class Counsel Fees, Service Awards, and all fees and costs of the Escrow Agent, the Settlement Administrator, and the Independent Fiduciary.

1.12. "Escrow Agent" shall mean an independent contractor that Class Counsel retains (subject to Defendants' approval, which will not be unreasonably withheld) to maintain and provide services related to the Settlement Fund Account.

1.13. "Fairness Hearing" shall mean the hearing at which the Court considers whether it should approve the Settlement pursuant to Rule 23 of the Federal Rules of Civil Procedure and whether to grant the requested Class Counsel Fees, Class Counsel Expenses, and Service Awards.

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1.14. "Final Approval Order" shall mean an order the Court enters finally approving the terms of this Settlement Agreement and dismissing all claims all parties filed in the Lawsuit with prejudice.

1.15. "Final Settlement Date" shall mean the following: (a) if no proper Objection is timely filed, the "Final Settlement Date" is the date the Court enters the Final Approval Order; or (b) if a proper and timely Objection is filed, the "Final Settlement Date" is the date when the period to appeal the Final Approval Order expires; or (c) if a proper and timely appeal is filed, the "Final Settlement Date" is the date when the Final Approval Order is affirmed and any further appellate proceedings are exhausted.

1.16. "Independent Fiduciary" shall mean an independent fiduciary that Class Counsel proposes (subject to Defendants' approval, which will not be unreasonably withheld) and that the Plan Administrator or AMPAM approves and retains.

1.17. "Lawsuit" means the pending action that Alfredo Ramirez and Ramon Santos Castro brought in this Court, individually and on behalf of all others similarly situated, and on behalf of the Plan.

1.18. "Net Cash Payment" shall mean the Cash Payment, plus any interest accrued thereon, less the Deductions from the Cash Payment.

1.19. "Plan" shall mean the AMPAM Parks Mechanical, Inc. Employee Stock Ownership Plan.

1.20. "Plan of Allocation" shall mean the plan for allocating the Net Cash Payment among Class Members that Class Counsel proposes and the Court approves.

1.21. "Preliminary Approval Order" shall mean the order preliminarily approving the Settlement.

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1.22. "Releasees" shall mean Defendants and each of their past, present, or future affiliates, agents, assigns, attorneys, beneficiaries, directors, divisions, employees, estates, heirs, insurers, joint ventures, managers, members, officers, parents, partners, predecessors, reinsurers, shareholders, subsidiaries, successors, trustees, and co-trustees.

1.23. "Service Awards" shall mean any amounts that Plaintiffs request and the Court approves to be awarded to Alfredo Ramirez and Ramon Santos Castro in recognition of their service as class representatives. Service Awards shall not exceed or be requested to exceed $25,000 for each of the Plaintiffs.

1.24. "Settlement" shall mean the settlement to be consummated under this Settlement Agreement.

1.25. "Settlement Administrator" shall mean an independent contractor that Class Counsel retains (subject to Defendants' approval, which will not be unreasonably withheld) for purposes of administering the Settlement.

1.26. "Settlement Fund Account" shall mean an interest-bearing escrow account as established under Section 7 below.

1.27. "AMPAM" shall mean AMPAM Parks Mechanical, Inc.

2. Conditions to Finality of Settlement.

The Settlement shall be unconditional and fully effective and enforceable when each of the following conditions in Sections 2.1 through 2.4 has been satisfied. The Parties will use reasonable, good-faith efforts to cause each of the conditions to occur within the times indicated.

2.1. **Court Approval.** The Court has approved the Settlement in accordance with the following steps:

2.1.1. *Motion for Preliminary Approval of Settlement and Class Notice*: By August 10, 2026, Plaintiffs shall file a motion ("Preliminary Approval Motion") with the Court for entry of a Preliminary Approval Order

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substantially in the form of the draft order attached as Exhibit 1. The Parties will seek to set the Fairness Hearing for a date at least one hundred Days after Plaintiffs file the Preliminary Approval Motion.

2.1.2. *Service of Notice under the Class Action Fairness Act*: Defendants shall prepare and serve the notices that the Class Action Fairness Act of 2005 requires, within ten (10) Days after the Settlement Agreement is filed with the Court. Defendants shall promptly provide written notification to Class Counsel that the CAFA notices have been served.

2.1.3. *Preliminary Approval Order; Issuance of Class Notice*: The Court enters the Preliminary Approval Order. The Preliminary Approval Order will direct AMPAM to provide the Settlement Administrator and Class Counsel with the Class Data within seven (7) days following the filing of the Preliminary Approval Motion.[1] Subject to the requirements of the Preliminary Approval Order, Class Counsel shall work with the Settlement Administrator to disseminate the Class Notice to Class Members and to post the Class Notice on a website the Settlement Administrator hosts for the Class within fourteen (14) Days after receiving the Class Data or the entry of Preliminary Approval, whichever is later.

2.1.4. *Motion for Final Approval of Settlement*: Plaintiffs shall file a motion seeking final approval of the Settlement with the Court no later than twenty-eight (28) Days before the Fairness Hearing date that the Court sets in the Preliminary Approval Order.

[1] The Parties acknowledge that any information that AMPAM provides with respect to the Class Data shall be treated as "Confidential" under the Stipulated Protective Order (ECF 45) and shall be used for settlement purposes only. Plaintiffs acknowledge that the information may be used solely to deliver the Class Notice, to allocate and distribute the Settlement funds, to answer Class Members' questions, and to conduct any other settlement administration activity set forth in this Settlement Agreement, and for no other purpose.

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2.1.5. *The Fairness Hearing*: At or after the Fairness Hearing, the Court will determine: (i) whether to enter the Final Approval Order approving the Settlement and dismissing the Lawsuit; (ii) whether Class Counsel Fees and Class Counsel Expenses should be granted to Class Counsel, and, if so, in what amount; and (iii) what, if any, Service Awards should be awarded to Plaintiffs.

2.1.6. *Entry of Final Approval Order*: The Court enters the Final Approval Order.

2.2. **Independent Fiduciary Approval.** The Independent Fiduciary shall have been retained by the Plan Administrator or AMPAM and have issued a written determination approving the Settlement terms, agreeing to the release on behalf of the Plan, and determining that the Settlement is consistent with Prohibited Transaction Exemption (PTE) 2003-39. The Independent Fiduciary shall deliver its written determination as to whether the Settlement meets the requirements of PTE 2003-39 to Class Counsel and counsel for Defendants at least thirty-five (35) Days before the Fairness Hearing.

2.3. **Funding of Cash Payment.** Defendants shall have caused the deposit of all of the Cash Payment into the Settlement Fund Account in accordance with Section 6 below.

2.4. **Finality of Final Approval Order.** The Final Approval Order that was entered shall have become final, meaning a Final Settlement Date has occurred.

If Plaintiffs and Defendants disagree as to whether every condition set forth in Section 2 has been satisfied, they shall promptly confer in good faith and, if unable to promptly resolve their differences, shall present their dispute to the Court for determination.

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3. Releases.

3.1. **Released Parties.** Effective upon the Final Settlement Date, Plaintiffs and the Class, on behalf of themselves, the Plan, and their administrators, beneficiaries, estates, executors, heirs, representatives, and assigns (collectively, the "Releasors"), absolutely and unconditionally release and forever discharge all Releasees from all Released Claims, as defined in Section 3.2.

3.2. **Released Claims.** Effective upon the Final Settlement Date, the Releasors fully release, covenant not to sue, and dismiss with prejudice the following: all claims that were asserted in any complaint filed by a Plaintiff in this Lawsuit or that arise out of, relate to, are based upon, or otherwise share the same factual predicate as those alleged in any complaint filed by a Plaintiff in this Lawsuit (the "Released Claims"), except for Claims to enforce the Settlement, including the terms set forth in Section 6 below.

Plaintiffs, on their own behalf and on behalf of all members of the Class and the Plan, expressly discharge, release, relinquish, and waive, any and all benefits and rights they now have, or in the future may have, conferred upon them by the provisions of Section 1542 of the California Civil Code and all similar provisions of the statutory or common law of any other State, Territory, or other jurisdiction relating to the release of unknown Released Claims. Section 1542 reads in pertinent part:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

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3.3. **Claims Released by Defendants.** Defendants and their past, present, or future affiliates, agents, assigns, beneficiaries, directors, divisions, employees, estates, heirs, insurers, joint ventures, managers, members, officers, parents, partners, predecessors, reinsurers, shareholders, subsidiaries, successors, trustees, and co-trustees will release Plaintiffs, Class Counsel, and Class Members from the Released Claims.

4. Representations and Warranties.

4.1. **Plaintiffs' Representations and Warranties.** Plaintiffs represent and warrant on behalf of themselves and all Class Members as follows:

4.1.1. that Plaintiffs and Class Counsel have conducted an appropriate investigation and discovery and have diligently litigated the Lawsuit;

4.1.2. that none of the Released Claims have been or will be assigned, encumbered, or in any manner transferred in whole or in part, whether voluntarily or involuntarily; and

4.1.3. that the Class, including Plaintiffs, shall not have any surviving claims or causes of action against any of the Releasees with respect to the Released Claims.

4.2. **Defendants' Representations and Warranties.** Defendants represent and warrant that the following is accurate to the best of their knowledge, information, and belief: Defendants represent and warrant that the Class Data is accurate to the best of their knowledge, information, and belief; and that no fees or expenses for collecting and providing the Class Data and/or administering the Settlement were assessed or will be assessed to the ESOP and/or any ESOP participants.

4.3. **Parties' Representations and Warranties.** The Parties represent and warrant:

4.3.1. that they are voluntarily entering into this Settlement Agreement as a result of arm's-length negotiations between Class Counsel and counsel

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for Defendants; that in executing this Settlement Agreement, they are relying solely upon their own belief, judgment, and knowledge, and the advice and recommendations of their own counsel, concerning the duration, extent, and nature of their claims, obligations, and rights hereunder and regarding all matters that relate in any way to the subject matter hereof; and that, except as provided herein, they have not been influenced to any extent whatsoever in executing this Settlement Agreement by any omission, representation, or statement pertaining to any of the foregoing matters by any Party or by any person representing any Party to this Settlement Agreement. With respect to the Settlement Agreement, except for the Representations and Warranties in Sections 4.1 to 4.3, each of the Parties assumes the risk of mistake as to facts and/or law; and

4.3.2. that they have carefully read the contents of this Settlement Agreement, and that each person executing this Settlement Agreement is signing it freely. The Parties further represent and warrant to each other that they made such investigation of the facts pertaining to the Settlement, this Settlement Agreement, and all of the matters pertaining thereto, as they deem necessary or appropriate, while relying on the representations and warranties in this Section 4.

4.4. **Signatories' Representations and Warranties.** Each person executing this Settlement Agreement on behalf of themselves or in a representative capacity personally represents and warrants that, to the best of his or her information and knowledge formed after reasonable inquiry, he or she has the authority to execute this Settlement Agreement on behalf of, and fully bind, each principal such individual represents or purports to represent.

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5. No Admission of Liability.

5.1. The Parties acknowledge that the Settlement Agreement is made in compromise of disputed claims and is not an admission of liability or wrongdoing of any kind. Defendants expressly deny any liability or wrongdoing to Plaintiffs, the Plan, or the Class.

5.2. The Settlement Agreement, whether or not consummated, and any agreements, discussions, negotiations, or proceedings relating to the Settlement Agreement and any matters arising in connection with such agreements, discussions, negotiations, or proceedings, shall not be construed, offered, or received against or to the prejudice of the Parties for any purpose, and in particular:

5.2.1. do not constitute and shall not be construed as or deemed to constitute any liability or wrongdoing by any of the Parties or Releasees, or give rise to any inference of wrongdoing or liability under ERISA;

5.2.2. do not constitute, and shall not be construed as or deemed to be evidence of, an admission or concession on the part of the Parties or Releasees of any fault or liability whatsoever, whether alleged to be contributory, direct, or indirect, and shall not be offered or received against or to the prejudice of any Parties or Releasees as evidence of any admission, concession, or presumption by any Parties or Releasees with respect to the truth of any allegation by Plaintiffs or any matter as alleged in the Lawsuit, or of any damages, fault, liability, omission, or wrongdoing of any Parties or Releasees;

5.2.3. shall not be offered by or received against or to the prejudice of any Parties or Releasees in any other administrative, civil, or criminal lawsuit or proceeding other than such proceedings as may be necessary to effectuate the provisions of this Settlement Agreement and/or the Final Approval Order; and

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5.2.4. do not constitute, and shall not be offered or received against or to the prejudice of Plaintiffs as, evidence of any admission, concession, or presumption by Plaintiffs with respect to the truth of any allegation or affirmative defense by Defendants or as alleged in the answers.

5.3. Releasees may file this Settlement Agreement and/or the Final Approval Order in any action that may be brought against them in order to support a defense or counterclaim based in principles of collateral estoppel, good-faith settlement, judgment bar, reduction, release, res judicata, or any theory of claim preclusion or issue preclusion or similar defense or counterclaim, or to effectuate the liability protection granted them under any applicable insurance policies. A Party may file this Settlement Agreement and/or the Final Approval Order in any action that the Party brings against another Party to enforce the terms of this Settlement Agreement and/or the Final Approval Order.

6. Settlement Consideration

6.1. **Cash Payment.** Defendants will cause the Cash Payment to be deposited into the Settlement Fund Account on the following schedule:

6.1.1. $50,000 within thirty (30) Days after entry of the Preliminary Approval Order, provided that Defendants' counsel receive necessary payee and wire transfer information at least fourteen (14) Days prior to the funding date[2];

6.1.2. $13,700,000 within thirty (30) Days after entry of the Final Approval Order.

[2] If Defendants are not provided with necessary payee and wire transfer information at least fourteen (14) Days prior to the funding date, the funding date shall be extended to the date that falls fourteen (14) Days after necessary payee and wire transfer information has been provided.

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6.1.3 If Defendants do not complete the payments in Sections 6.1.1. and 6.1.2 by the deadlines identified above, they will pay into the Settlement Fund Account interest on the amount of the missed payment, at the rate that the Settlement Fund Account is earning, accruing monthly from the date when the payment was due. Any interest identified in this paragraph does not act as a waiver of any of Plaintiffs' or the Class's claims or remedies for breach of contract.

7. The Settlement Fund Account.

7.1 Class Counsel or the Settlement Administrator shall establish the Settlement Fund Account or cause it to be established within fourteen (14) Days of the date when the Court issues the Preliminary Approval Order. The Parties agree that the Settlement Fund Account is intended to be, and will be, an interest-bearing Qualified Settlement Fund within the meaning of Treas. Reg. 26 C.F.R. § 1.468B-1.

7.2 The Settlement Administrator shall timely make such elections as necessary or advisable to carry out the provisions of this Section 7, including the "relation back election" (as defined in Treas. Reg. § 1.468B-1) back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulation. It shall be the responsibility of the Settlement Administrator to prepare and deliver, in a timely and proper manner, any necessary documentation for such elections for signature by all necessary parties, and thereafter to cause the appropriate filing to occur.

7.3 For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, the "administrator" shall be the Settlement Administrator. The Settlement Administrator shall properly and timely cause to be filed all informational and other tax returns necessary or advisable with respect to the Cash Payment (including without limitation applying for a Taxpayer Identification Number for the Fund and filing the returns described in

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Treas. Reg. § 1.468B-2(k)). Such returns as well as the election described in Section 7.2 shall be consistent with this Section 7 and, in all events, shall reflect that all taxes (including any estimated taxes, interest, or penalties) on the income earned by the Cash Payment shall be deducted and paid from the Cash Payment as provided in Section 7.

7.4 If the Settlement is approved, then all interest on the Cash Payment held in the Settlement Fund Account will be allocated consistent with the formula in the Plan of Allocation. If, however, the Settlement is not approved or terminates as provided in Section 12, then Defendants shall receive any amounts in the Settlement Fund Account as of the date when the Settlement was not approved (including any amount of the Cash Payment paid into the Settlement Fund Account and all interest on the Cash Payment), minus Defendants' share of any fees and costs of the Escrow Agent, Independent Fiduciary, and Settlement Administrator incurred up to the date when the Settlement was not approved. Any such fees or costs shall be split evenly (50%-50%) between Plaintiffs on the one hand and Defendants on the other hand.

7.5 The Cash Payment, plus any interest as may be paid under Section 6.1.3, shall be the full and sole monetary contribution made by or on behalf of Releasees in connection with the Settlement. The Cash Payment specifically covers any claims for attorneys' fees and litigation expenses by Plaintiffs and Class Counsel. Except as otherwise specified in this Settlement Agreement, costs and expenses (including attorneys' fees) incurred in connection with the Lawsuit, with effectuating this Settlement Agreement, and with securing necessary Court orders and approvals will be borne by the Party that incurred them.

7.6 No portion of the Cash Payment will revert to Defendants, except in the event that the Settlement terminates as provided in Section 12.

7.7 All Deductions from the Cash Payment will be paid from the Settlement Fund Account consistent with Section 8.2.

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7.8 The Net Cash Payment will be apportioned among Class Members according to the Plan of Allocation.

7.9 Plaintiffs and Class Counsel have no responsibility for earnings or taxes due on other Class Members' settlement funds, or with regard to Class Members' tax liability related to the Settlement. Class Counsel have no responsibility for earnings or taxes due on Plaintiffs' settlement funds, or with regard to Plaintiffs' tax liability related to the Settlement. Nothing herein shall be considered to constitute tax-related advice to Class Members, and Class Members are solely responsible for their own tax liability related to any Settlement payments they receive.

7.10 The Parties acknowledge and agree that Releasees shall have no authority, control, or liability in connection with the administration, control, design, investment, maintenance, or management of the Settlement Fund Account, for any expenses the Settlement Fund Account may incur, or for any taxes that may be payable with respect to the Settlement Fund Account.

7.11 **Taxation of Settlement Fund Account.** Plaintiffs acknowledge that Releasees have no responsibility for any taxes due on the assets in the Settlement Fund Account, on earnings on the Settlement Fund Account, or on any amounts that Class Members receive from the Settlement Fund. Plaintiffs acknowledge that they are relying solely on the Settlement Administrator and Class Members' own tax advisors concerning the taxability of any settlement recoveries. Plaintiffs and Class Members are not relying on any statements or representations of the Releasees as to any tax liability. Nothing herein shall constitute an admission or representation that any such taxes will or will not be due.

7.12 No person shall charge the Plan, any participants, or any Class Members for any expenses or fees for collecting and providing the Class Data.

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8. Payments from the Settlement Fund Account.

8.1 Administration Expenses. After the Final Settlement Date, the Settlement Administrator or the Escrow Agent, but without further order of the Court, may disburse from the Settlement Fund Account (i) amounts necessary to pay the fees charged and expenses incurred by the Settlement Administrator, including reasonable costs incurred in (a) preparing and mailing the Class Notice and any supplemental notice to the Class, (b) hosting the Settlement website, responding to Class Member inquiries, and answering Class Member questions, and (c) calculating and implementing the Plan of Allocation; (ii) amounts necessary to pay the fees charged and expenses incurred by the Independent Fiduciary; (iii) any amounts awarded by the Court for Class Counsel Fees and Class Counsel Expenses; (iv) any Service Awards to the Plaintiffs awarded by the Court; (v) the amount required for payment of any taxes owed on the Settlement Fund Account; (vi) amounts necessary to pay the fees charged and expenses incurred by the Settlement Administrator and/or the Escrow Agent for administering the Settlement Fund Account, including reasonable costs incurred in (a) preparing and filing all tax reports and tax returns required to be filed, and (b) preparing and issuing any required Forms 1099 associated with payments from the Settlement Fund Account; and (vii) fees charged and expenses incurred by the financial institution associated with the administration of the Settlement Fund Account.

8.2 Disbursements from Settlement Fund Account. The Settlement Administrator or the Escrow Agent may disburse money from the Settlement Fund Account after the Final Settlement Date as follows:

8.2.1. *For payment of Class Counsel Fees and Class Counsel Expenses as the Court approved.* As provided in Section 9.1 below.

8.2.2. *For payment of any Service Awards as the Court approved.* As provided in Section 9.1 below.

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8.2.3. *For distributions pursuant to the Plan of Allocation.* On or after the Final Settlement Date, and after the amounts payable pursuant to Section 9.1 have been determined, the Settlement Administrator shall calculate the Net Cash Payment. The Settlement Administrator shall implement the Plan of Allocation and, thereby, determine how much of the Net Cash Payment will be allocated to each Class Member. Plaintiffs, Class Counsel, Defendants, Defendants' counsel, and the Releasees shall have no responsibility or liability for or in connection with the calculations and distributions of the Net Cash Payment under the Plan of Allocation.

9. Class Counsel Fees, Class Counsel Expenses, Service Awards

9.1 Payment of Class Counsel Fees and Class Counsel Expenses and Service Awards. Class Counsel will petition the Court for (a) Class Counsel Fees not to exceed 33% of the Cash Payment; (b) Class Counsel Expenses not to exceed $600,000 and (c) Service Awards for each of the Plaintiffs of no more than $25,000 each. Class Counsel shall file their application for Class Counsel Fees and Class Counsel Expenses, and Service Awards no later than forty-two (42) Days before the Fairness Hearing. Thereafter, Class Counsel shall be entitled to receive Class Counsel Fees and Class Counsel Expenses, and Plaintiffs shall be entitled to Service Awards from the Settlement Fund Account to the extent, and only to the extent, as the Court awards. Defendants shall file any response to Class Counsels' application within fourteen (14) Days after it is filed, and Class Counsel shall file any reply within fourteen (14) Days after any response is filed. The Settlement Administrator shall disburse the approved Class Counsel Fees and Class Counsel Expenses to Class Counsel as well as the approved Service Awards once the Final Settlement Date has occurred and there are sufficient funds in the Settlement Fund Account to fund those payments.

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9.2 No Impact of Class Counsel Fees, Class Expenses, or Service Awards on Finality. The procedure for, and allowance or disallowance by, the Court of the application for Class Counsel Fees and Class Counsel Expenses and Service Awards are separate parts of the Settlement set forth in this Settlement Agreement. Any order or proceeding relating to any application for Class Counsel Fees or Class Counsel Expenses in an amount less than the amounts requested by Class Counsel or any request for Service Awards, or any appeal from any order relating thereto or reversal or modification thereof, shall not operate to cancel or terminate the Settlement Agreement or to affect or delay the finality of the Final Approval Order approving the Settlement Agreement and the Settlement set forth herein, nor delay the Final Settlement Date. If at the time of any disbursement from the Settlement Fund Account there shall be a pending application for Class Counsel Fees or Class Counsel Expenses or Service Awards, there shall be reserved in the Settlement Fund Account an amount equal to the amount of the pending application, until such time as the Court shall rule upon such application and such ruling shall become final.

10.Review and Approval by Independent Fiduciary

The Independent Fiduciary shall have the following responsibilities, including whether to approve and authorize the settlement of Released Claims on behalf of the Plan:

10.1 In making its determination, the Independent Fiduciary shall comply with all relevant conditions set forth in Prohibited Transaction Class Exemption 2003-39, "Release of Claims and Extensions of Credit in Connection with Litigation," issued December 31, 2003, by the United States Department of Labor, 68 Fed. Reg. 75,632, as amended ("PTE 2003-39").

10.2 If it deems appropriate, the Independent Fiduciary shall (i) approve the Settlement in writing and agree to a release in its capacity as a fiduciary of the Plan

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for and on behalf of the Plan coextensive with the Released Claims from the Releasors in Section 3; (ii) authorize the Settlement in accordance with Prohibited Transaction Class Exemption 2003-39; and (iii) find that the Settlement is exempt from the prohibited transaction provisions of ERISA § 406(a). The Independent Fiduciary shall notify the Parties of its determination in writing through their counsel, no later than thirty-five (35) Days before the Fairness Hearing.

10.3 Fees and expenses associated with the Independent Fiduciary's determination and performance of its obligations in connection with the Settlement will be deducted from the Cash Payment and paid from the Settlement Fund Account.

10.4 Defendants, Defense Counsel, Plaintiffs, and Class Counsel shall respond to reasonable requests by the Independent Fiduciary for information so that the Independent Fiduciary can review and evaluate the Settlement Agreement.

10.5 If Plaintiffs or Defendants conclude that the Independent Fiduciary's determination does not comply with PTE 2003-39 or is otherwise deficient, they shall so inform the Independent Fiduciary within seven (7) Days of receipt of the determination.

10.6 A copy of the Independent Fiduciary determination letter shall be provided to Class Counsel and counsel for Defendants, and Class Counsel may file it with the Court in support of final approval of the Settlement.

10.7 If the Independent Fiduciary disapproves or otherwise does not authorize the Settlement or refuses to agree to the release on behalf of the Plan, then the Parties may mutually agree to modify the terms of this Settlement Agreement as necessary to facilitate approval by the Independent Fiduciary and/or the Independent Fiduciary's release on behalf of the Plan.

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11. Objections to Settlement

11.1 Class Members may make an objection to the Settlement or to any request for Class Counsel Fees, Class Counsel Expenses, or Service Awards (hereinafter, an "Objection"). To be timely, an Objection must be filed with the Court and submitted to the Settlement Administrator by U.S. Mail or email, post-marked or sent at least twenty-one (21) Days before the Fairness Hearing (the "Objection Deadline"). To be valid, Objections must be in writing and must set forth, in clear and concise terms: (a) the case name and number (*Ramirez, et al. v. AMPAM Parks Mechanical, et al.*, No. 5:24-cv-01038-KK-DTB); (b) the name, address, and telephone number of the objector objecting and, if represented by counsel, of their counsel; (c) the complete basis for objection; (d) a statement of whether the objector intends to appear at the Fairness Hearing, and the name of the objector's counsel who will appear at the Fairness Hearing (if any); (e) a statement of whether the objection applies only to the objector, to a specific subset of Class Members, or to the entire Class; and (f) copies of all supporting documents, including any document(s) that the objector or the objector's counsel intends to offer at the Fairness Hearing. The Court in its discretion may waive any of the above requirements. The address and email address for the Settlement Administrator where Class Members may send objections shall be specified in the final Class Notice.

11.2 If the Settlement Administrator receives any Objections, it must provide copies of the Objections to Class Counsel and counsel for Defendants. A Class Member who does not submit an Objection in the manner and by the deadline set forth above in Section 11.1 shall be deemed to have waived all objections and will be foreclosed from making any objection to this Settlement, any requested Class Counsel Fees, Class Counsel Expenses, and Service Awards, whether by appeal or otherwise, absent a contrary order of the Court.

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11.3 Class Counsel will file any responses to any Objections within seven (7) Days before the Fairness Hearing so long as they are received by the deadline for Objections. If an Objection is received after the deadline, Class Counsel will file the response to the Objection within seven (7) Days of its receipt.

12. Termination of the Settlement Agreement

12.1. **Termination.** This Settlement Agreement may be terminated by any Party if (i) the Court declines to approve the Settlement, or (ii) the Final Approval Order entered by the Court is reversed or modified in any material respect by any appeal proceeding, provided that the terminating party, within fourteen (14) Days from the date of such event, furnishes written notice to Class Counsel or Defendants' Counsel, as the case may be, of the termination of this Settlement, specifying the terms modified or not approved that give rise to the right to terminate.

12.2. **Consequences of Termination of the Settlement Agreement.** If the Settlement Agreement is terminated, the following shall occur:

12.2.1. Class Counsel shall instruct the Settlement Administrator (or the Escrow Agent, a successor trustee, or other person with authority to disburse the funds) to return the full remaining Cash Payment to Defendants less any fees or costs incurred by the Escrow Agent, Independent Fiduciary, or Settlement Administrator incurred to date. Within fourteen (14) Days of any termination of the Settlement, any funds in the Settlement Fund Account shall be repaid to Defendants, plus all accrued interest. Any fees or costs paid to the Escrow Agent, Independent Fiduciary, or Settlement Administrator before the termination of the Settlement shall be split evenly (50%-50%) between Plaintiffs on the one hand and Defendants on the other hand.

12.2.2. The Lawsuit shall for all purposes except scheduling revert to its status as of the Day immediately before the execution of this

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Settlement Agreement, and the fact of and terms of the Settlement and any preliminary agreements or term sheets shall not be admissible in any proceeding. Any Party may request a scheduling conference with the Court in the event of termination of the Settlement. Nothing herein shall extend any applicable limitations period as to any Party if the Settlement is not approved or is otherwise terminated. In any subsequent proceeding, the terms of this Settlement Agreement shall not constitute nor be construed as an admission by any Party, nor be used against any Party in any manner, whether as argument or evidence. In addition, any information or materials provided during the Settlement negotiation shall, absent agreement of the Parties, not be admissible or otherwise used in any proceeding unless, and until, later obtained during the litigation, as to which the Parties reserve all rights.

12.2.3. The Settlement shall be deemed void and of no further force and effect.

13.Miscellaneous Provisions

13.1. **Continuing Jurisdiction of the Court.** The Parties shall request that the Final Approval Order provide that the Court will have continuing jurisdiction over this Lawsuit to resolve any dispute that may arise regarding the Settlement Agreement, the Class Notice, the Final Approval Order, or any other matters relating thereto, including any dispute regarding administration, enforcement, enforceability, interpretation, performance, termination, or validity of the Settlement Agreement. Should the Court decline to agree to such jurisdiction, the Settlement shall remain in effect.

13.2. **Non-disparagement.** The Parties, their counsel, and their agents shall refrain from making untrue, derogatory or disparaging public comments or remarks regarding the Settlement, Plaintiffs, Class Members, Defendants, and/or any Releasees in connection with the Settlement.

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13.3. **Complete Resolution.** The Parties intend the Settlement of the Lawsuit to be the full, final, and complete resolution of the Released Claims and the Lawsuit.

13.4. **Governing Law.** The construction, effect, interpretation, operation, and validity of this Settlement Agreement and all documents necessary to effectuate it shall be governed by the laws of the State of California, without giving effect of laws or choice of law provisions thereof, except to the extent the laws of the United States, including federal common law, governs any matter set forth herein, in which case federal law shall govern.

13.5. **Severability.** The provisions of this Settlement Agreement are not severable.

13.6. **Destruction or Return of Protected Materials**. Within ninety (90) Days after the distribution of Settlement payments to Class Members is completed, the Parties shall fully comply with the applicable provisions of the Stipulated Protective Order concerning the destruction or return of protected materials.

13.7. **Amendment of Settlement Agreement.** Before the entry of the Final Approval Order, the Settlement Agreement may be amended only by written agreement signed by or on behalf of all Parties. Following entry of the Final Approval Order, the Settlement Agreement may be amended only by written agreement signed on behalf of all Parties and approved by the Court. Amendments may be made without notice to the Class Members unless notice is required by law or the Court.

13.8. **Waiver.** The provisions of this Settlement Agreement may be waived only in writing executed by the waiving party. The waiver by any Party of any breach of this Settlement Agreement shall not be deemed to be or construed as a waiver of any other breach, whether prior to, subsequent to, or contemporaneous with this Settlement Agreement.

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13.9. **Retention of Privilege.** Nothing in this Settlement Agreement, or the negotiations relating thereto, is intended or shall be deemed to constitute a waiver of any applicable privilege or immunity, including, without limitation, attorney-client privilege, joint defense privilege, or work product protection.

13.10. **Construction.** None of the Parties hereto shall be considered the drafter of this Settlement Agreement or any provision hereof for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter hereof.

13.11. **Principles of Interpretation.** The following principles of interpretation apply to this Settlement Agreement:

13.11.1. *Headings.* The headings of this Settlement Agreement are for purposes of reference only and do not affect in any way the meaning or interpretation of this Settlement Agreement.

13.11.2. *Terms of Inclusion.* Whenever the words "include," "includes," or "including" are used in this Settlement Agreement, they shall not be limiting but, rather, be deemed to be followed by the words "without limitation." The terms "herein," "hereof," and the like shall be deemed to refer to this Settlement Agreement as a whole.

13.11.3. *Further Assurances***.** Each of the Parties agrees, without further consideration and as part of finalizing the Settlement hereunder, that they will in good faith execute and deliver each other documents and take such other actions as may be necessary to consummate and effectuate the subject matter and purpose of this Settlement Agreement, so long as such documents and actions are consistent with the terms of this Settlement Agreement and do not effectively result in a material modification of the terms of this Settlement Agreement.

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13.12. **Survival.** All representations, warranties, and covenants set forth in this Settlement Agreement shall be deemed continuing and shall survive the Settlement.

13.13. **Entire Agreement.**

13.13.1. All of the exhibits to the Settlement Agreement are material and integral parts hereof and are, except as set forth, fully incorporated herein by this reference.

13.13.2. The Parties acknowledge that this Settlement Agreement specifically supersedes any settlement terms or settlement agreements that were previously agreed upon orally or in writing between the Parties regarding the issues of the Settlement.

13.14. **Computation of Deadlines.** Federal Rule of Civil Procedure 6(a) shall govern the computation of deadlines under this Settlement Agreement.

13.15. **Counterparts.** This Settlement Agreement may be executed in two (2) or more counterparts, each of which shall be deemed to be an original, but, all of which, taken together, shall constitute one and the same instrument. Signatures sent by facsimile or by e-mail "PDF" shall be deemed originals. This Settlement Agreement shall be deemed executed on the last date on which a counterpart is executed.

13.16. **Successors and Assigns.** This Settlement Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

13.17. **Binding Effect.** This Settlement Agreement shall be binding when signed, but the Settlement shall be effective only on the condition that the Court approves the Settlement Agreement and on satisfaction of Section 2 above.

13.18. **Notices.** Any notice, demand, or other communication under this Settlement Agreement (other than the Class Notice, or other notices given at the direction of the Court) shall be in writing and shall be deemed duly given upon receipt if it is addressed to each of the intended recipients as set forth below and (a)

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personally delivered, (b) sent by registered or certified mail (postage prepaid) along with email transmission, or (c) delivered by reputable express overnight courier along with email transmission:

TO PLAINTIFFS:

Michelle C. Yau
Daniel R. Sutter
Ryan A. Wheeler
Cohen Milstein Sellers & Toll PLLC
1100 New York Ave. NW ● Fifth Floor
Washington, DC 20005
myau@cohenmilstein.com
dsutter@cohenmilstein.com
rwheeler@cohenmilstein.com

TO DEFENDANTS:

Lars C. Golumbic
Sarah M. Adams
Lawrence A. Brett
Groom Law Group, Chartered
1701 Pennsylvania Ave, NW
Suite 1200
Washington, DC 20006
lgolumbic@groom.com
sadams@groom.com
lbrett@groom.com

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Julian Andre
McDermott Will & Shulte LLP
2049 Century Park E. #3200
Los Angeles, CA 90067
jandre@mcdermottlaw.com

J. Christian Nemeth
McDermott Will & Schulte LLP
333 SE 2nd Avenue, Suite 4500
Miami, FL 33131-4336
jcnemeth@mcdermottlaw.com

[*Remainder of page intentionally left blank; signature page to follow*]

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AGREED TO BY THE PARTIES as of July 30, 2026.

Signed by:
0D4AD625C52F4D0...

Alfredo Ramirez, for himself and as Representative of the Class

Firmado por:
2AA1A82133A64A4...

Ramon Santos Castro, for himself and as Representative of the Class

Ventura Trust Company

By: DocuSigned by:
NEIL BROZEN
3F00AD157FEA415...

Its: CEO

DocuSigned by:
NEIL BROZEN
3F00AD157FEA415...

Neil Brozen

AMPAM Parks Mechanical, Inc.

By: DocuSigned by:
Charles E. Parks III
DA5D2092501F4E8...

Its: Chairman

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DocuSigned by:
Charles E. Parks III
DA5D2092501F4E8...

Charles E. Parks III

Signed by:
0CAA7B24FC15458...

John D. Parks

Signed by:
John G. Mavredakis
66EC10F07C854AE...

John G. Mavredakis

Signed by:
Kushal B. Kapadia
A775EB5994F349D...

Kushal B. Kapadia

Signed by:
04804D123351409...

James C. Wright III

Signed by:
Kevin Dow
83C590FA77334FE...

Kevin Dow

DocuSigned by:
James Ellis
C48453AE7966435...

James Ellis

DocuSigned by:
1AFD35AFFAFD4C4...

Steve Grosslight

DocuSigned by:
Mike Matkins
069365CBBCF141E...

Mike Matkins

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The AMPAM Board of Directors

By: DocuSigned by: Charles E. Parks III DA5D2092501F4E8...

Its: Chairman

CHARKAT LLC

By: DocuSigned by: Charles E. Parks III DA5D2092501F4E8...

Its: Member

The trustee(s) of the John D. Parks Living Trust

By: Signed by: 0CAA7B24FC15458...

Its: Trustee

The trustee(s) of the Mavredakis Family Trust

By: Signed by: John G. Mavredakis 66EC10F07C854AE...

Its: Trustee