

CLASS AND COLLECTIVE ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class and Collective Action Settlement Agreement (“Agreement”) is made by and between Brenda Cardenas, individually and on behalf of all others similarly situated (“Plaintiff”), and Defendants Under Armour Retail, Inc., and Under Armour, Inc. (hereinafter, “Under Armour” or “Defendants”). The Agreement refers to Plaintiff and Under Armour collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiff’s lawsuit alleging wage and hour violations against Under Armour captioned *Brenda Cardenas et al. v. Under Armour Retail, Inc. et al.* The Action describes the litigation to date, and presently pending in San Diego County Superior Court, Case No. 37-2022-00026843-CU-OE-CTL.

1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs in accordance with the Administrator’s bid to be submitted to the Court. The Administration Expenses shall not exceed \$50,000, except for a showing of good cause and as approved by the Court.

1.4. “Class” or “Class Members” for purposes of this Agreement, refers to all the California Class Members and FLSA Collective, as defined herein. Class Members include all members of the California Class and FLSA Collective as either Participating or Non-Participating Class Members, and includes Non-Participating Class Members who qualify as PAGA Members.

1.4.1. “California Class” or “California Class Members” means all current and former non-exempt employees of Under Armour [1] who worked in the State of California at any time during California Class Period, and [2] who were paid overtime, meal or rest period premiums, or sick pay wages in the same pay period in which they were also paid allegedly non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and in which they worked in California.

1.4.2. “FLSA Collective” or “FLSA Collective Members” means all current and former non-exempt employees of Under Armour [1] who worked in the United States of America, excluding California, at any time during FLSA Collective Period, and [2] who were paid overtime wages in the same pay period in which they were also paid allegedly non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and in which they worked in a State other than California. No Class Member shall be a California Class Member and an FLSA Collective Member during the same pay period.

1.5. “Class Counsel” means Ferraro Vega Employment Lawyers, Inc.

1.6. “Class Counsel Attorneys’ Fees” and “Class Counsel Litigation Costs” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Class Counsel Attorneys’ Fees shall be

33.33% of the Gross Settlement Amount (\$408,292.50). Class Counsel Litigation Costs shall not exceed \$35,000. The Parties agree that the Court's approval of any request for Class Counsel Attorneys' Fees or Class Counsel Litigation Costs is not a condition of the Settlement Agreement and that an award of less than the amounts requested would not give rise to a basis to abrogate or void the Settlement Agreement, although Class Counsel reserves the right to appeal an award of Class Counsel Attorneys' Fees that is less than 33.33% of the Gross Settlement Amount.

1.7. "Class Data" means Class Member identifying information in Under Armour's possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period and PAGA Period Pay Periods.

1.8. "Class Member Address Search" means the Administrator's search for Class Member mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.9. "Class Notice" means the Notice of Class Action Settlement, attached as **Attachment A** and including the Request for Exclusion, attached as **Attachment B**, and the Notice of FLSA Settlement, attached as **Attachment C**, in substantially similar forms, which are incorporated into this Agreement and shall be mailed to Class Members pursuant to this Agreement.

1.10. "Class Period" means and refers to the California Class Period and FLSA Collective Period.

1.10.1. "California Class Period" means May 9, 2018 through March 9, 2023.

1.10.2. "FLSA Collective Period" means May 9, 2019 through March 9, 2023.

1.11. "Class Representative" refers to Brenda Cardenas.

1.12. "Class Representative Service Payment" means the payment to the Class Representative for initiating and providing services in support of the Action in an amount up to \$10,000, subject to Court approval.

1.13. "Court" means the San Diego County Superior Court.

1.14. "Defense Counsel" means Under Armour's counsel of record from the law firm of Seyfarth Shaw LLP.

1.15. "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline

for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.16. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.17. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.18. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.19. “Gross Settlement Amount” means One Million Two Hundred and Twenty-Five Thousand Dollars (\$1,225,000), which is the total amount Defendants agree to pay under the Settlement, subject to the terms and conditions of this Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA Payment, Class Counsel Attorneys’ Fees, and Class Counsel Litigation Costs, the Class Representative Service Payment, and the Administrator’s Expenses.

1.20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Pay Periods worked during the respective Class Period. Individual Class Payment shall refer to the Class Payment received by California Class Members or FLSA Collective Members, as appropriate.

1.21. “Individual PAGA Payment” means the PAGA Member’s pro rata share of 25% of the PAGA Payment calculated according to the number of Pay Periods worked by all PAGA Members during the PAGA Period.

1.22. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.23. “LWDA” means the California Labor Workforce and Development Agency.

1.24. “LWDA PAGA Payment” means the 75% of the PAGA Payment paid to the LWDA under Labor Code section 2699, subd. (i).

1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, the PAGA Payment (including the LWDA PAGA Payment and the Individual PAGA Payments), and the Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments. For purposes of calculating the Individual Settlement Amounts, 80% of the Net Settlement Amount shall be allocated to the California Class and 20% shall be allocated to the FLSA Collective.

1.26. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.27. “Operative Complaint” means the First Amended Class and Representative Action Complaint on file in San Diego County Superior Court, Case No. 37-2022-00026843-CU-OE-CTL and reflected on the Register of Actions.

1.28. “Participating Class Member” means a California Class Member who does not submit a valid and timely Request for Exclusion from the Settlement and a FLSA Collective Member who participates in this Settlement pursuant to the FLSA procedures set forth herein.

1.29. “PAGA” means California’s Private Attorneys General Act of 2004.

1.30. “PAGA Members” means all current and former non-exempt employees of Under Armour [1] who worked in the State of California at any time during PAGA Period, and [2] who were paid overtime, meal or rest period premiums, or sick pay wages in the same pay period in which they were also paid allegedly non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and in which they worked in California.

1.31. “PAGA Notice” means Plaintiff’s April 14, 2022 letter to Under Armour and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.32. “PAGA Period” means April 14, 2021 through March 9, 2023.

1.33. “PAGA Payment” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount in the sum of \$24,500, allocated 75% (\$18,375) to the LWDA, and 25% (\$6,125) to PAGA Members.

1.34. “Pay Period” means any pay period during which a Class Member [1] worked for Under Armour for at least one day during the respective Class or PAGA Period, and [2] was paid at least one allegedly non-excludable form of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and [a] overtime (for FLSA Collective Members) or [b] overtime, meal or rest period premiums, or sick pay premiums (for California Class Members and PAGA Members).

1.35. “Pay Period Estimate” means, based on a review of Defendants’ records, 36,000 Pay Periods worked by California Class Members during the California Class Period and 57,000 Pay Periods worked by FLSA Collective Members during the FLSA Collective Period.

1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.37. “Released Class Claims” means the claims being released as described in Paragraph 4.2 below.

1.38. “Released PAGA Claims” means the claims being released as described in Paragraph 4.3 below.

1.39. “Released Parties” means: Under Armour and all of its past and present parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors,

employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under, or in concert with any of them in connection with the claims pled in the Operative Complaint.

1.40. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Class Settlement, including on the form provided with the Class Notice.

1.41. “Response Deadline” means 45 days after the Administrator mails the Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) email or mail Requests for Exclusion from the Settlement, or (b) email or mail their Objection to the Settlement. Class Members and PAGA Members to whom the Notice is resent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.42. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. **MONETARY TERMS.**

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount in connection with this Settlement. The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which shall be paid separately. Under Armour has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 3.2 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

2.2.1. To Class Representative: The Class Representative Service Payment of not more than \$10,000 to the Class Representative(s), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative may be entitled to receive as a Participating Class Member. Under Armour will not oppose Class Representative’s request for a Class Representative Service Payment that does not exceed this amount. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Class Representative assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment. An award of less than the requested amount for the Class Representative Service Payment will not give rise to a basis to abrogate the Settlement Agreement. Further, an award of less than the requested amount will not give rise to a basis to abrogate the general release executed by Class Representative.

2.2.2. To Class Counsel: Class Counsel Attorneys' Fees of not more than 33.33%, which is currently estimated to be \$408,292.50, and Class Counsel Litigation Costs of not more than \$35,000 to Class Counsel. Defendants will not oppose requests for these payments provided that they do not exceed these amounts. If the Court approves Class Counsel Attorneys' Fees and/or Class Counsel Litigation Costs less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Attorneys' Fee Payment and/or Class Counsel Litigation Costs. The Administrator will pay the Class Counsel Attorneys' Fees and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Under Armour harmless and indemnifies Under Armour from any dispute or controversy regarding any division or sharing of any of these Payments.

2.2.3. To the Administrator: Administration Expenses not to exceed \$50,000 to the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will retain the remainder in the Net Settlement Amount.

2.2.4. To the LWDA and PAGA Members: A PAGA Payment in the amount of \$24,500 to be paid from the Gross Settlement amount with 75% (\$18,375) allocated to the LWDA PAGA Payment and 25% (\$6,125) allocated to the Individual PAGA Payments.

2.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Members' 25% share of the PAGA Payment (\$6,125) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payments.

2.2.4.2 If the Court approves a PAGA Payment of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRA 1099 forms.

2.2.5. To Each Participating Class Member: An Individual Class Payment is calculated (a) as to California Class Members by (1) paying an initial flat payment of Twenty Dollars (\$20.00) to each California Class Member, and then (2) dividing the remaining Net Settlement Amount attributed to the California Class by the total number of Pay Periods worked by all Participating California Class Members during the Class Period and multiplying the result by each Participating California Class Member's Pay Periods worked in California; and (b) as to FLSA Collective Members by (1) paying an initial flat payment of Twenty Dollars (\$20.00) to each FLSA Collective Member, and then (2) dividing the remaining Net Settlement Amount attributed to the FLSA Collective by the total number of Pay Periods worked by all FLSA Collective Members during the FLSA Period and multiplying the result by each FLSA Collective Member's Pay Periods worked in a State other than California.

2.2.5.1 Tax Allocation of Individual Class Payments for the California Class. For the California Class, 33% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 67% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.5.2 Tax Allocation of Individual Class Payments for the FLSA Collective. For the FLSA Collective, 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

2.2.5.3 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating California Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating California Class Members on a pro rata basis.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Class Data to Administrator. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Under Armour will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Under Armour has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3.2. Funding of Gross Settlement Amount. Under Armour shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay its share of payroll taxes by transmitting the funds to the Administrator no later than 14 calendar days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Under Armour funds the Gross Settlement Amount, the Administrator will mail checks for all Individual

Class Payments, all Individual PAGA Payments, the Administration Expenses, the LWDA Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and Class Representative Service Payment. Disbursement of Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

3.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and PAGA Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

3.3.3. For any Class Member whose Individual Class Payment or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds, in the name of the Participating Class Member, to the State of California's Unclaimed Property Division for California Class Members and to Interdisciplinary Center for Healthy Workplaces for the uncashed and cancelled checks attributed to the FLSA Collective.

3.3.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Under Armour to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Administrator shall also pay Under Armour's portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Under

Armour's portion of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Under Armour fully funds the Gross Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

4.1. Class Representative's General Release. Class Representative and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, including but not limited to those arising out of or in connection with her employment with Under Armour, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Class Representative executes this Agreement. This General Release includes, without limiting the generality of the foregoing: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. Class Representative's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Class Representative acknowledges that she may discover facts or law different from, or in addition to, the facts or law that Class Representative now knows or believes to be true but agrees, nonetheless,

that Class Representative's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or her discovery of them.

4.1.1. Class Representative's Section 1542 Waiver. For purposes of Class Representative's General Release, Class Representative expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2. Release by Participating Class Members: Upon the final approval by the Court of this Settlement and except as to the right to enforce the terms and conditions of this Settlement, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties of the claims pled in the operative Action, and from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, based on the factual allegations and theories alleged in the Action under federal and state law for any alleged failure to pay wages including overtime, failure to provide meal and/or rest period premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to pay vacation wages, failure to provide paid sick leave and/or supplemental paid sick leave, failure to provide accurate itemized wage statements, and unfair competition.

This Release shall include without limitation claims that were raised or that reasonably could have been raised in the Action under the applicable Wage Orders and Labor Code based on the factual allegations and theories alleged in the Action, including Labor Code sections 200, 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 247, 247.5, 248.1, 248.2, 248.5, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 as well as claims under the California Unfair Competition Law, Business & Professions Code section 17200 et seq., the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. This Release likewise includes all claims for failure to pay overtime wages (including the corresponding alleged liquidated damages) under the Fair Labor Standards Act, 29 U.S.C. §207 *et seq.* (including but not limited to 29 U.S.C. §216) This Settlement is conditioned upon the release by all California Class and FLSA Collective Members and PAGA Members as set forth on the terms herein, and upon covenants by all such members that they will not participate in any proceeding seeking penalties or damages as to the claims set forth above. The Parties stipulate that, beyond the Gross Settlement Amount, Under Armour shall not owe any further monies to the California Class, FLSA Collective Members or PAGA Members based upon any claim made in the Action.

Upon the final approval by the Court of this Settlement and except as to the right to enforce the terms and conditions of this Settlement, all Participating Class Members will be deemed to have released all claims for unpaid overtime wages and liquidated damages under the Fair Labor Standards Act based on all claims that were raised or that reasonably could have been raised in the Action.

4.3. Release by PAGA Members, Regardless of Status as Class Members

All PAGA Members, regardless of their status as Class Members (including as Non-Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained over the course of the Action, including for any alleged failure to pay wages including overtime, failure to provide meal and/or rest period premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to pay vacation wages, failure to provide paid sick leave and/or supplemental paid sick leave, failure to provide accurate itemized wage statements, and recordkeeping violations. This Release shall include without limitation claims that were raised or that reasonably could have been raised in the Action under the applicable Wage Orders and Labor Code based on the factual allegations and theories alleged in the Action, including Labor Code sections 200, 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 247, 247.5, 248.1, 248.2, 248.5, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, and 2698, *et seq.*

5. **MOTION FOR PRELIMINARY APPROVAL.**

5.1. Preliminary Approval. Class Representative shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice. Under Armour shall accept service of the Motion for Preliminary Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties' electronic service agreement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

6. **SETTLEMENT ADMINISTRATION.**

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no

interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and Pay Periods in the Class Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Attachment A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

6.4.4. The deadlines for Class Members' written objections, Challenges to Pay Periods and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

6.4.5. If the Administrator, Under Armour or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. California Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for California Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a California Class Member or his/her representative that reasonably communicates the California Class Member's election to be excluded from the Settlement and includes the California Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

6.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a California Class Member and the California Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the California Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every California Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases paragraph of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every California Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Members are deemed to release the claims identified in Paragraph 4.3 of this Agreement and are eligible for an Individual PAGA Payment.

6.5.5. This Request for Exclusion section does not apply to the FLSA Collective.

6.6. FLSA Participation Procedure. Checks for the amount allocated to each FLSA Collective Member will be mailed directly to those individuals and will bear language on the reverse of the check similar to the following, with the pending case accurately referenced ("FLSA Check(s)"):

By endorsing this check, I hereby consent to join the lawsuit entitled *Cardenas v. Under Armour Retail, Inc. et al.*, Superior Court of California for the County of San Diego, Case No. 37-2022-00026843-CU-OE-CTL.,

pursuant to the provisions of the Fair Labor Standards Act (“FLSA”), 29 USC Section 216(b), for purposes of participating in the settlement. I further understand and agree that my signing, cashing, depositing, or otherwise negotiating this check constitutes a full and complete release of any and all FLSA Claims I may have based on the factual allegations of the above-entitled action. I agree that a copy of this check reflects my consent to join this action and may be filed with the Court, with personal information other than my name redacted, as evidence of my consent.

All individuals who sign, cash, deposit, or otherwise negotiate their FLSA Check within one hundred eighty (180) calendar days after the date on which the FLSA Check is issued will be Participating FLSA Collective Members who are bound by all terms and conditions of this Settlement, including the release of claims. All individuals who do not sign, cash, deposit, or otherwise negotiate the check shall be deemed to have not waived such released claims.

6.7. Challenges to Calculation of Pay Periods. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator’s determination of each Class Member’s allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator’s determination of the challenges.

6.8. Objections to Settlement.

6.8.1. Only Participating Class Members may object to the class action components of the Settlement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Attorneys’ Fees Payment, Class Counsel Litigation Costs, and/or Class Representative Service Payment.

6.8.2. Participating Class Members may send written objections to the Administrator, by email or mail. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

6.8.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

6.9. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.9.1. Website, Email Address and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and Class Representative Service Payment, the Final Approval, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

6.9.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

6.9.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.9.4. Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.9.5. Administrator's Declaration. Not later than 14 days before the date by which Class Representative is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.9.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. **CLASS SIZE ESTIMATES AND ESCALATION CLAUSE.** Based on its records, Under Armour has provided a Pay Period Estimate. If the actual number of Pay Periods exceeds the Pay Period Estimate by Ten (10) Percent or more (e.g., Pay Period Estimate x 1.10) for the applicable Class Period (the “Escalator Clause”), the Gross Settlement Amount shall automatically increase proportionately for each additional pay period over the maximum Escalator Clause.

8. **DEFENDANTS’ RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7.5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Response Deadline.

9. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the Final Approval Hearing, Class Representative will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Class Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel’s review, and Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements. Under Armour shall accept service of the Motion for Final Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties’ electronic service agreement.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs,

and/or Administrator Expenses shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.3. Continuing Jurisdiction of the Court. The Parties agree, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, including the Class Counsel Attorneys' Fees and Class Counsel Litigation Costs reflected set forth in this Settlement, the Parties, their respective counsel, and all Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be stayed until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

10. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. **ADDITIONAL PROVISIONS.**

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve the right to prosecute and/or contest certification of any class for any reason, reserve all available claims and defenses in the Action, among reservation of all other relevant rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will

not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. Confidentiality Prior to Preliminary Approval. Class Representative, Class Counsel, Under Armour and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Class Representative, Class Counsel, Under Armour and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

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

11.8. No Tax Advice. Neither the Parties, Class Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Class Counsel and Defense Counsel, as their legal representatives.

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

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

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

11.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Under Armour in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Class Counsel shall destroy all paper and electronic versions of Class Data received from Under Armour unless, prior to the Court's discharge of the Administrator's obligation, Under Armour makes a written request for the return, rather than the destruction, of Class Data. Not later than five days following their destruction of Class Data, Class Counsel agree to provide a Declaration to Defense Counsel, affirming their compliance with this paragraph. Class Representative by her signature hereby affirms that she is not and has never been in possession of Class Data.

11.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.16. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.17. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiff:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro

3160 Camino del Rio South, Suite 308

San Diego, CA 92108 USA

nick@ferrarovega.com / classactions@ferrarovega.com

www.ferrarovega.com

To Defendants:

Seyfarth Shaw LLP

Attn: Andrew M. McNaught

Ryan M. McCoy

Bailey K. Bifoss

460 Mission Street, 31st Floor

San Francisco, CA 94105

amnaught@seyfarth.com / rmccoy@seyfarth.com / bbifoss@seyfarth.com

11.18. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Brenda Cardenas

Date: Apr 10, 2023

Brenda Cardenas

Brenda Cardenas

Defendant Under Armour Retail, Inc.

Date: _____

Name: _____

Title: _____

Defendant Under Armour, Inc.

Date: _____

Name: _____

Title: _____

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Brenda Cardenas

Date: _____

Brenda Cardenas

Defendant Under Armour Retail, Inc.

Date: 4/12/2023

DocuSigned by:
Mehri Shadman-Valani

F8FE6E2C48B94AC...

Name: Mehri Shadman

Title: Secretary

Defendant Under Armour, Inc.

Date: 4/12/2023

DocuSigned by:
Mehri Shadman-Valani

E8FE6E2C48B94AC...

Name: Mehri Shadman

Title: Chief Legal Officer and Secretary

Attachment A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Brenda Cardenas et al. v. Under Armour Retail, Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00026843-CU-OE-CTL

The Superior Court for the State of California authorized this Notice. Read it carefully! This is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

This notice is to the following individuals in connection with a pending class action settlement:

All current and former non-exempt employees of Under Armour [1] who worked in the State of California at any time from May 9, 2018 through March 9, 2023, and [2] who were paid overtime, meal or rest period premiums, or sick pay wages in the same pay period in which they were also paid non-excludable forms of remuneration (including commissions, non-discretionary bonuses, and shift differentials) and in which they worked in California.

Read this notice carefully. Your legal rights could be affected whether you act or not.

You may be eligible to receive money from an employee class action lawsuit against Under Armour Retail, Inc., and Under Armour, Inc. (“Under Armour”) for alleged wage and hour violations (the “Lawsuit”). The Lawsuit was filed by a former Under Armour employee, Brenda Cardenas (“Class Representative” or “Plaintiff”) and seeks payment of (1) allegedly unpaid wages and other relief for a class of hourly California employees (“Class Members”) who worked for Under Armour between May 9, 2018 and March 9, 2023 and were paid overtime, meal or rest period premiums, or sick pay wages in the same pay period in which they were also paid non-excludable forms of remuneration (including commissions, non-discretionary bonuses, and shift differentials) and in which they worked in California; and (2) penalties under the California Private Attorneys’ General Act (“PAGA”) for those same employees who worked for Under Armour between April 14, 2021 and March 9, 2023 (“PAGA Members”).

The Lawsuit is based on various allegations, including but not limited to Class Representative’s claims against Under Armour as follows: Failure to Pay All Overtime Wages, Failure to Pay All Overtime Wages (FLSA), Meal Period Violations, Rest Period Violations, Unpaid Vacation Wages, Untimely Payment of Wages, Wage Statement Violations, Waiting Time Penalties, Failure to Provide PSL & Supp. PSL, Unfair Competition, Claims for Civil Penalties under the Private Attorneys General Act of 2004.

Under Armour denies all claims and maintains it has fully complied with the law.

Under Armour’s records reflect you worked **[[Individual Pay Periods]]** pay periods during the Class Period of May 9, 2018 through March 9, 2023, and **[Insert]** pay periods during the PAGA Period of April 14, 2021 through March 9, 2023. Based on this information, your Individual Class Settlement Payment is estimated to be **\$[[Individual Settlement Payment]]** (less any applicable state and federal withholdings) and your Individual PAGA Payment is estimated to be

\$ _____. The actual amount you may receive will likely be different and will depend on multiple factors. If no amount is stated for your Individual PAGA Payment, then according to Under Armour's records you are not eligible for an Individual PAGA Payment under the Settlement.

These estimates are based on Under Armour's records showing the number of pay periods you worked during the date ranges listed above. If you believe that you worked more pay periods, you can submit a challenge by the deadline date.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have read it and carefully understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Class Representative and her attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Under Armour to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Under Armour.

If you worked for Under Armour during the Class Period and/or the PAGA Period, you have the following basic options under the Settlement:

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment and/or an Individual PAGA Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you will preserve your right to personally pursue Class Period wage claims against Under Armour. If you are a PAGA Member, you will remain eligible for an Individual PAGA Payment even if you opt out of the class portion of the Settlement. You cannot opt out of the PAGA portion of the proposed Settlement.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants Final Approval of the Settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment and you will be bound by the release provisions in the settlement.

Under Armour will not retaliate against you for any actions you take with respect to the proposed Settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 66 of the **San Diego** Superior Court, located at **330 W Broadway, San Diego, CA 92101**. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representative is former employee of Under Armour. The Class Representative alleged Under Armour violated California labor and employment laws as follows: Failure to Pay All Overtime Wages, Failure to Pay All Overtime Wages (FLSA), Meal Period Violations, Rest Period Violations, Unpaid Vacation Wages, Untimely Payment of Wages, Wage Statement Violations, Waiting Time Penalties, Failure to Provide PSL & Supp. PSL, and Unfair Competition. Based on the same claims, Class Representative has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code section 2698, et seq.). Class Representative is represented by Ferraro Vega Employment Lawyers (“Class Counsel”).

Under Armour strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Under Armour or Class Representative is correct on the merits. In the meantime, Class Representative and Under Armour hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Class Representative and Under Armour have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Under Armour does not admit any violations or concede the merit of any claims.

The Class Representative and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Under Armour has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and PAGA Members. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE PROPOSED SETTLEMENT TERMS?

1. Under Armour Will Pay \$1,225,000.00 as the Gross Settlement Amount (Gross Settlement). Under Armour has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s Attorney’s Fees, Class Counsel’s Litigation Costs, the Administration Expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Under Armour will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, the Class Representative, through Class Counsel, will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only money the Class Representative will receive other than her Individual Class Payment and Individual PAGA Payment.
- B. Up to 33.33% (\$408,292.50) of the Settlement to Class Counsel for attorneys' fees and up to \$35,000 for litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- C. Up to \$50,000 to the Administrator for services administering the Settlement.
- D. Up to \$24,500 for PAGA penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Settlement Payments to Participating Class Members based on their Class Period Pay Periods.

4. Taxes Owed on Payments to Class Members. The Class Representative and Under Armour are asking the Court to approve an allocation of 33% of each Individual Class Payment to taxable wages ("Wage Portion") and 67% to interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Under Armour will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Settlement Payments on IRS 1099 Forms.

Although Plaintiff and Under Armour have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically

cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be in the form attached to this Notice as Attachment B, or as a letter from a Class Member or his/her representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Under Armour.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Under Armour based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Class Representative and Under Armour have agreed that, in either case, the Settlement will be void: Under Armour will not pay any money and Class Members will not release any claims against Under Armour.

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 10 of this Notice.

9. Participating Class Members' Release: After the Judgment is final and Under Armour has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Under Armour or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released

Parties fully release Under Armour and all Released Parties of the claims pled in the operative Action, and from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorneys' fees, damages, actions, or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, based on the factual allegations and theories alleged in the Action under federal and state law for any alleged failure to pay wages including overtime, failure to provide meal and/or rest period premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to pay vacation wages, failure to provide paid sick leave and/or supplemental paid sick leave, failure to provide accurate itemized wage statements, recordkeeping violations, and unfair competition.

This Release shall include without limitation claims that were raised or that reasonably could have been raised in the Action under the applicable Wage Orders and Labor Code based on the factual allegations and theories alleged in the Action, including Labor Code sections 200, 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 247, 247.5, 248.5, 248.1, 248.2, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198 as well as claims under the California Unfair Competition Law, Business & Professions Code section 17200 et seq., the Private Attorneys General Act of 2004, Labor Code section 2698 et seq. This Release likewise includes all claims for failure to pay overtime wages (including the corresponding alleged liquidated damages) under the Fair Labor Standards Act, 29 U.S.C. §207 et seq. (including but not limited to 29 U.S.C. §216). This settlement is conditioned upon the release by all California Class and FLSA Collective Members and PAGA Members as set forth on the terms herein, and upon covenants by all such members that they will not participate in any proceeding seeking penalties or damages as to the claims set forth above. The Parties stipulate that, beyond the Gross Settlement Amount, Under Armour shall not owe any further monies to the California Class, FLSA Collective Members, or PAGA Members based upon any claim made in the Action.

Upon the final approval by the Court of this Settlement and except as to the right to enforce the terms and conditions of this Settlement, all Participating Class Members will be deemed to have released all claims for unpaid overtime wages and liquidated damages under the Fair Labor Standards Act based on all claims that were raised or that reasonably could have been raised in the Action.

10. PAGA Release: After the Court's judgment is final, and Under Armour has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Under Armour, whether or not they exclude themselves from the Settlement. This means that all PAGA Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Under Armour or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members, regardless of their status as Class Members (including as Non-Participating Class Members) are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged or reasonably could have been alleged based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained over the course of the Action, including for any alleged failure to pay wages including overtime, failure to provide meal and/or rest period premium payments, failure to timely pay wages during employment, failure to timely pay wages upon separation of employment, failure to pay vacation wages, failure to provide paid sick leave and/or supplemental paid sick leave, failure to provide accurate itemized wage statements, and recordkeeping violations. This Release shall include without limitation claims that were raised or that reasonably could have been raised in the Action under the applicable Wage Orders and Labor Code based on the factual allegations and theories alleged in the Action, including Labor Code sections 200, 201, 202, 203, 204, 204b, 204.2, 210, 218.5, 218.6, 226, 226.3, 226.7, 227.3, 246, 247, 247.5, 248.1, 248.2, 248.5, 248.6, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199 , and 2698 *et seq.*

4. HOW IS MY INDIVIDUAL CLASS SETTLEMENT CALCULATED?

1. Individual Class Payments. Your Individual Class Settlement is calculated by: (1) paying an initial flat payment of Twenty Dollars (\$20) to each Class Member, and then (2) dividing the remaining Net Settlement Amount attributed to the California Class by the total number of Pay Periods worked by all Participating California Class Members during the Class Period and multiplying the result by each Participating California Class Member's Pay Periods worked in California.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$6,125 by the total number of PAGA Pay Periods worked by all PAGA

Members and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual PAGA Member.

5. HOW CAN I CORRECT THE NUMBER OF PAY PERIODS?

The number of Class Pay Periods you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Under Armour records, are stated in the first page of this Notice. You have until the Response Deadline to challenge the number of Pay Periods credited to you.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Under Armour's calculation of Pay Periods based on Under Armour's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Under Armour's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

You have until the Response Deadline to challenge your number of Pay Periods. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:

Phoenix Settlement Administrators

P.O. Box 7208

Orange, CA, 92863

(800) 523-5773

info@phoenixclassaction.com

6. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt out), including those who also qualify as PAGA Members, following the Effective Date of this Settlement. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible. Section 10 of this Notice has the Administrator's contact information.

7. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail or email it to the Administrator before the Response Deadline.

Alternatively, you can submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Cardenas v. Under Armour*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid.

The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section 10 of the Notice has the Administrator's contact information.

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Under Armour are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 10 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website (url) or the Court's website <https://roa.sdcourt.ca.gov/roa/>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Cardenas v. Under Armour* and include your name, current address, telephone number, and approximate dates of employment for Under Armour and sign the objection. Section 10 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 66 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

10. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Under Armour and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel or the Administrator at the address below:

Class Counsel

Nicholas J. Ferraro (State Bar No. 306528)
 Lauren N. Vega (State Bar No. 306525)
 Ferraro Vega Employment Lawyers, Inc.
 3160 Camino del Rio South, Suite 308
 San Diego, California 92108
 (619) 693-7727 telephone
classactions@ferrarovega.com
ferrarovega.com

Settlement Administrator

Phoenix Settlement Administrators
 P.O. Box 7208
 Orange, CA, 92863
 (800) 523-5773
info@phoenixclassaction.com

11. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

12. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

Attachment B

Request for Exclusion Form

Request for Exclusion Form

Brenda Cardenas et al. v. Under Armour Retail, Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00026843-CU-OE-CTL

By signing and returning this form, I confirm that I do not want to be included in the Settlement or receive a settlement check in the class action lawsuit referenced above.

I understand that by opting out, I am giving up my right to receive any payments in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863

I confirm I have reviewed the Notice of Class Action Settlement. I have decided to be excluded from the class and **not** participate in the proposed settlement or receive an individual settlement check I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

Attachment C

FLSA Notice of Class Action Settlement

NOTICE OF FLSA SETTLEMENT

Brenda Cardenas v. Under Armour Retail, Inc. et al.

Superior Court of the State of California for the County of San Diego, Case No. 37-2022-00026843-CU-OE-CTL

The Court has approved this Notice of FLSA Settlement (“**FLSA Notice**”) regarding the settlement and resolution of the FLSA Released Claims (“**FLSA Settlement**”). This is not a solicitation from a lawyer. You are not being sued. Please read this FLSA Notice carefully as your legal rights may be affected by the FLSA Settlement.

If you are a current or former employee of Under Armour, Inc. or Under Armour Retail, Inc. (collectively, “Under Armour”) during the period of May 9, 2019 and March 9, 2023 [1] who worked in the United States of America, excluding California, at any time during FLSA Collective Period, and [2] who was paid overtime wages in the same pay period in which you were also paid allegedly non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and in which you worked in a State other than California.

A proposed class and collective action settlement, upon the terms set forth in the Stipulation and Agreement for Settlement of Class and Collective Action (“**Settlement**” or “**Settlement Agreement**”) has been reached in the lawsuit pending in the Superior Court of San Diego entitled *Brenda Cardenas v. Under Armour Retail, et al.*, Case No. 37-2022-00026843-CU-OE-CTL (“**Action**” or “**Lawsuit**”). The Superior Court of San Diego (“**Court**”) has approved this Settlement.

1. How do I participate in the FLSA Settlement and receive payment under the FLSA Settlement?

To receive a payment under the FLSA Settlement, you need to “opt-in” to become a Participating FLSA Member.

To become a Participating FLSA Member, you only need to timely sign, cash, deposit, or otherwise negotiate your FLSA Payment check within one hundred eighty (180) calendar days after the date on which the FLSA Payment is issued.

This is explained at Question #6, below.

2. Why did I get this Notice of FLSA Settlement, and what is this Lawsuit about?

You received this Notice because Under Armour’s records show that you are a current or former employee of Under Armour [1] who worked in the United States of America, excluding California, at any time during FLSA Collective Period, and [2] who was paid overtime wages in the same pay period in which you were also paid allegedly non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) and in which you worked in a State other than California.

On [REDACTED], the Settlement was approved by the Court in this Lawsuit.

The Court in this Lawsuit ordered that this FLSA Notice be mailed to you and all other FLSA Collective Members to notify you of the terms of the proposed FLSA Settlement so that you may make appropriate

decisions and to notify you of your rights to share in the proposed FLSA Settlement in this Lawsuit. This FLSA Notice does not express any opinion by the Court regarding the merits of any claims or defenses asserted by any party in the Lawsuit.

The Lawsuit is brought by Plaintiff, on behalf of herself and the member of the FLSA collective, and alleges, among other things, that Under Armour violated the Fair Labor Standards Act by allegedly failing to include all non-excludable forms of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials) in the regular rate of pay for overtime compensation.

The FLSA claims in the lawsuit are brought as a “collective action.” In a collective action, one or more persons who are identified as the plaintiffs initiate the action and others who are similarly situated are provided an opportunity to “opt-in” to the action and share in the recovery, if any. The Court will resolve the issues for all persons who opt-in to the FLSA Settlement.

Under Armour denies the allegations and denies that it owes money to Plaintiff or to the FLSA Collective Members for any of the alleged claims. Under Armour expressly denies any and all charges of wrongdoing or liability arising out of the acts, omissions, facts, matters, transactions, or occurrences alleged, or that could have been alleged, in the Lawsuit. Under Armour contends that it has complied with applicable state, municipal, and federal laws, statutes, ordinances, regulations, common law, and wage orders. Under Armour has raised numerous defenses to Plaintiff’s claims and those defenses could significantly reduce or even eliminate any liability or damages owed to the FLSA Collective Members.

The parties participated in a mediation with a respected mediator in an effort to resolve the Lawsuit by negotiating an end to the case by agreement rather than continuing the expensive and time-consuming process of litigation. After significant investigation and research into the facts and circumstances underlying the issues raised in the Lawsuit and with the aid of the mediator, the parties agreed to settle the Lawsuit, which was approved by the Court, upon the terms set forth in the Settlement Agreement. The Court did not decide in favor of Plaintiff or Under Armour and there was no trial.

The Settlement Agreement represents a compromise of highly disputed claims. By settling the Lawsuit, Under Armour does not admit, concede, or imply any fault, wrongdoing, or liability. Plaintiff and Under Armour, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is appropriate. Counsel for Plaintiff and the FLSA Collective Members (“Class Counsel”) believe that the proposed Settlement is fair, adequate, and reasonable and in the best interests of the FLSA Collective Members.

3. What is the FLSA Settlement, and what will I give up if I participate in the FLSA Settlement?

“FLSA Settlement” means the settlement and resolution of the your claims under the Fair Labor Standards Act that were raised or reasonably could have been raised in the Lawsuit.

FLSA Members are eligible to participate in the FLSA Settlement, but to do so, they must “opt-in” and become a Participating FLSA Member (see Question #6 for more information on how to participate in the FLSA Settlement and how to opt-in).

If you opt-in to the FLSA Settlement (*i.e.*, you timely sign, cash, deposit, or otherwise negotiate your FLSA Payment), you will give up your right to make the FLSA Released Claims against the Released Parties.

“Released Parties” means Under Armour and all of its past and present parent companies, subsidiaries, affiliates and joint ventures, and all of their officers, directors, employees, agents, servants, registered

representatives, attorneys, insurers, successors and assigns, and any other persons acting by, through, under, or in concert with any of them in connection with the claims pled in the Operative Complaint.

“Released Claims” means all claims for failure to pay overtime wages (including the corresponding alleged liquidated damages) under the Fair Labor Standards Act, 29 U.S.C. §207 et seq. (including but not limited to 29 U.S.C. §216).

4. What are the Settlement terms?

As a part of the Settlement, which includes both a Class Action Settlement (described in a separate Class Action Notice) and this FLSA Collective Settlement, Under Armour has agreed to pay the amount of a One Million Two Hundred and Twenty-Five Thousand Dollars (\$1,225,000) (\$1,225,000.00) (**“Settlement Fund”**). The Settlement Fund is the total and maximum amount Under Armour will be required to pay under this Settlement Agreement.

The Settlement Fund includes (1) all Settlement Payments to Participating Settlement Class Members, to Aggrieved Employees under PAGA, and to Participating FLSA Collective Members, (2) the amount of up to \$10,000 to Plaintiff for her services as the representative of the Settlement Class and FLSA Collective Members (**“Class Representative Service Payment”**); (3) the amount of up to \$408,292.50 in attorneys’ fees and the amount of up to \$35,000 in litigation costs and expenses to Class Counsel (**“Class Counsel Fees and Costs”**); (4) reasonable settlement administration costs, up to \$50,000 (**“Settlement Administration Costs”**); and (5) \$18,375 to the California Labor and Workforce Development Agency for its portion of the PAGA Payment. Under Armour’s share of applicable payroll taxes will be paid by Under Armour separately.

The Settlement Fund minus the Class Representative Service Payment, Class Counsel Fees and Costs, PAGA Payment (including the LWDA Payment and Individual PAGA Payments), and the Settlement Administration Costs, is referred to as the **“Net Settlement Fund.”** Eighty (80%) of the Net Settlement Fund will be allocated to the California Class Settlement (**“Net California Class Amount”**), and Twenty (20%) of the Net Settlement Fund will be allocated to the FLSA Settlement (**“Net FLSA Amount”**).

5. How much money will I get if I participate in the FLSA Settlement?

Each FLSA Collective Member will be issued a check for payment of a share of the Net FLSA Amount based on their pay periods, which is any pay period during the FLSA Period when he or she was paid overtime wages in the same pay period in which he or she was also paid at least one allegedly non-excludable form of remuneration (including but not limited to commissions, non-discretionary bonuses, and shift differentials). (**“Pay Periods”**). These settlement payments (**“FLSA Payment(s)”**) are to be calculated and distributed as follows:

- (1) paying an initial flat payment of Twenty Dollars (\$20.00) to each FLSA Collective Member, and then (2) dividing the remaining Net Settlement Amount attributed to the FLSA Collective by the total number of Pay Periods worked by all FLSA Collective Members during the FLSA Period and multiplying the result by each FLSA Collective Member’s Pay Periods worked in a State other than California.
- The FLSA Payments will be distributed by way of check, and the check will provide the means for each FLSA Member to “opt-in” to the FLSA Settlement and become a Participating FLSA Member.

According to Under Armour’s records, you worked a total of [REDACTED] Pay Periods during the FLSA Period. Your gross share of the Net FLSA Amount (i.e., FLSA Payment) is estimated to be approximately \$ [REDACTED].

The actual amount you may receive may be different and will depend on multiple factors.

If you believe the number of Pay Periods credited to you above is incorrect, you may submit a written dispute to the Settlement Administrator. All disputes must be postmarked on or before [REDACTED]. The written dispute must: (a) contain the case name and number of the Action (*Brenda Cardenas v. Under Armour Retail, Inc. et al.*, Case No. 37-2022-00026843-CU-OE-CTL); (b) contain a clear statement indicating that you wish to dispute the number of Pay Periods credited to you; (c) contain your full name, address, and last four digits of your Social Security Number; (d) be signed by you; (e) attach any supporting documentation that you wish to rely upon; and (e) be mailed to the Settlement Administrator (to the address listed below), postmarked on or before [REDACTED].

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA, 92863
(800) 523-5773
info@phoenixclassaction.com

Under Armour’s records are presumed to be correct, unless a Participating FLSA Collective Member proves otherwise with documentary evidence.

For the FLSA Collective, 50% of each your settlement check will be allocated to settlement of wage claims (the “Wage Portion”). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 50% of each Participating FLSA Collective Member’s Individual Class Payment will be allocated to settlement of claims for interest and penalties (the “Non-Wage Portion”). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.

6. How do I participate in the FLSA Settlement and get a payment for the release of the FLSA Released Claims?

To participate in and receive payment from the FLSA Settlement, **you must timely sign, cash, deposit, or otherwise negotiate your FLSA Payment check within one hundred eighty (180) calendar days after the date on which the FLSA Payment is issued.**

By doing so, you will be deemed to have consented to join the Action under the FLSA and opted-in on a collective basis with respect to the FLSA Released Claims, and will be bound to the FLSA Settlement and any judgment entered by the Court based thereon, and thereby forever release and discharge the FLSA Released Claims.

Your FLSA Payment Check will contain the following notice that informs you of your election to opt-in to the FLSA Settlement:

By endorsing this check, I hereby consent to join the lawsuit entitled *Cardenas v. Under Armour Retail, Inc. et al.*, Superior Court of California for the County of San Diego, Case No. 37-2022-00026843-CU-OE-CTL., pursuant to the provisions of the Fair Labor Standards Act (“FLSA”), 29 USC Section 216(b), for purposes of participating in the settlement. I further understand and agree that my signing, cashing, depositing, or otherwise negotiating this check constitutes a full and complete release of any and all FLSA Claims I may have based on the factual allegations of the above-entitled action. I agree that a

copy of this check reflects my consent to join this action and may be filed with the Court, with personal information other than my name redacted, as evidence of my consent.

All individuals who sign, cash, deposit, or otherwise negotiate their FLSA Check within one hundred eighty (180) calendar days after the date on which the FLSA Check is issued will be Participating FLSA Collective Members who are bound by all terms and conditions of this Settlement, including the release of claims. All individuals who do not sign, cash, deposit, or otherwise negotiate the check shall be deemed to have not waived such released claims.

If you do not timely opt-in to the FLSA Settlement by signing, cashing, depositing, or otherwise negotiating your FLSA Payment check within one hundred eighty (180) calendar days after the date on which the FLSA Payment is issued, you will not be subject to the release of the FLSA Released Claims..

7. How and when will I get a payment?

The Final Approval Hearing on the adequacy, reasonableness, and fairness of the related Class Action Settlement will be held on [REDACTED] at [REDACTED] in Department [REDACTED] of the San Diego County Superior Court. You are not required to attend the hearing. If the related Class Action Settlement is finally approved by the Court, and there are no appeals of that approval, the FLSA Payment will be sent to the address where you received this Notice.

If you would like to change the address where your payment will be mailed, please contact the Settlement Administrator whose name and address are listed in connection with Question #5, above. IT IS YOUR RESPONSIBILITY TO KEEP AN UPDATED ADDRESS ON FILE WITH THE SETTLEMENT ADMINISTRATOR.

If you have questions with regard to when the checks will be mailed, please contact the Settlement Administrator.

8. Do I have a lawyer in this case?

The lawyers that have been appointed to serve as counsel for the Participating FLSA Collective Members are:

Ferraro Vega Employment Lawyers, Inc.
Nicholas J. Ferraro, Esq.
Lauren N. Vega, Esq.
3160 Camino Del Rio South, Suite 308
San Diego, California 92108
Phone: (619) 693-7727/ Fax: (619) 350-6855

All inquiries by FLSA Collective Members regarding this FLSA Notice and/or the Settlement should be directed to the Settlement Administrator.

9. Who are the lawyers representing Under Armour?

The following lawyers represent Under Armour in this case:

Seyfarth Shaw LLP
Andrew M. McNaught, Esq.
Ryan M. McCoy, Esq.
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10. How do I get more information?

This FLSA Notice provides only a summary of the most pertinent terms of Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in the Action. You may also view these documents by visiting the following courthouse location which is also where filings with the Court by non-attorneys may be undertaken:

Superior Court of San Diego
Office of the Clerk
330 W Broadway, San Diego, CA 92101
<https://roa.sdcourt.ca.gov/roa/>

All inquiries by FLSA Collective Members regarding this FLSA Notice and/or the Settlement should be directed to the Settlement Administrator (see contact information listed in connection with Question #5).

PLEASE DO NOT CONTACT THE COURT, CLERK OF THE COURT, JUDGE, UNDER ARMOUR, OR UNDER ARMOUR'S ATTORNEYS WITH INQUIRIES.