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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF KERN**

BRIAN S. CLEMENTS, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

UTCRA, LLC, a limited liability company;
 and DOES 1 through 10, inclusive,

Defendants.

Case No.: BCV-23-102600

**JOINT STIPULATION OF CLASS AND
 REPRESENTATIVE ACTION
 SETTLEMENT AGREEMENT**

Action Filed: August 8, 2023
 Trial Date: Not set

This Joint Stipulation of Class and Representative Action Settlement ("Settlement Agreement," "Settlement," or "Agreement") is made by and between Plaintiff Brian S. Clements ("Plaintiff") and Defendant UTCRAS, LLC ("Defendant") (Plaintiff and Defendant collectively, "the Parties").

1. DEFINITIONS.

- 1.1. "Action" means *Brian S. Clements v. UTCRAS, LLC*, Superior Court of the State of California, County of Kern, Case No. BCV-23-102600.
- 1.2. "Administrator" means the neutral entity the Parties mutually agree to appoint to administer the Settlement, subject to Court approval.
- 1.3. "Administration Expenses Payment" means the court-approved amount allocated to the Administrator for reimbursement of its reasonable fees and expenses incurred to administer the Settlement.
- 1.4. "Aggrieved Employees" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the PAGA Period.
- 1.5. "Class" or "Settlement Class" means all current and former hourly-paid or non-exempt employees of Defendant in California employed during the Class Period.
- 1.6. "Class Counsel" means Kane Moon, Jacquelyne VanEmmerik, and Nichelle Christopherson of Moon Law Group, PC.
- 1.7. "Class Counsel Fees Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their reasonable attorneys' fees incurred to prosecute the Action, not to exceed one-third of the Gross Settlement Amount (\$71,666.66).
- 1.8. "Class Counsel Litigation Costs Payment" means the court-approved amount allocated to Class Counsel for reimbursement of their actual litigation expenses incurred to prosecute the Action, in an amount to be determined at the time of final approval.

- 1.9. "Class Data" or "Class List" means Class Member identifying information in Defendant's possession, including each individual's full name, last-known mailing address, last-known telephone number, Social Security number, dates of employment as a non-exempt employee of Defendant in California, number of Workweeks worked during the Class Period, number of PAGA Pay Periods worked during the PAGA Period, and any other information required by the Administrator to effectuate this Agreement.
- 1.10. "Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member, including a Non-Participating Class Member who qualifies as an Aggrieved Employee.
- 1.11. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods, and means, including, but not limited to, the National Change of Address database, skip tracing, and direct contact by the Administrator with Class Members.
- 1.12. "Class Notice" means the court-approved Notice of Class and Representative Action Settlement and Final Approval Hearing to be mailed by the Administrator to Class Members, substantially in the form approved by the Court and incorporated by reference into this Agreement.
- 1.13. "Class Period" means the period from August 11, 2019, through March 6, 2026, or the date the Court signs an Order granting Preliminary Approval of the Settlement, whichever is earlier.
- 1.14. "Class Representative" means the named Plaintiff in the Action, Brian S. Clements.
- 1.15. "Class Representative Enhancement Award" means the court-approved payment allocated to the Class Representative for his services in support of the Action and in

exchange for a general release of all claims and disputes, including a waiver of California Code of Civil Procedure section 1542, not to exceed \$10,000.00.

1.16. "Court" means the Superior Court of the State of California, County of Kern.

1.17. "Defendant" means the named Defendant in the Action, UTCRAS, LLC, a limited liability company.

1.18. "Defense Counsel" means Nicky Jatana, Andrew L. Smith, and Phoebe King of Jackson Lewis P.C.

1.19. "Effective Date" means the date by which all of the following have occurred: (a) the Court has entered a Final Order and Judgment certifying the Settlement Class and approving the Stipulation of Settlement; (b) sixty (60) calendar days have passed since the Court has entered a Final Order and Judgment and has approved the Stipulation of Settlement; and (c) the period for filing any appeal, writ or other appellate proceeding opposing the Court's entry of the Final Order and Judgment has expired without any appeal, writ or other appellate proceeding having been filed or any other opposition, challenge or motion to vacate the entry of the Final Order and Judgment having been filed; or, if any appeal, writ or other appellate proceeding opposing the Final Order and Judgment has been filed, including objections, or any other opposition, challenge or motion to vacate the Court's Final Order and Judgment approving the Stipulation of Settlement has been filed, five (5) calendar days after any appeal, writ or other appellate proceedings opposing the Stipulation of Settlement or seeking to vacate the Judgment has been finally and conclusively dismissed with no right to pursue further remedies or relief.

1.20. "Final Approval Order" means the Court's order granting final approval of the Settlement.

1.21. "Final Approval Hearing" means the hearing on the motion for final approval of the

Settlement.

1.22. "Final Judgment" means the Judgment entered by the Court upon granting final approval of the Settlement.

1.23. "Gross Settlement Amount" means \$215,000.00, the total amount Defendant agrees to pay under the Settlement on an all-in and non-reversionary basis. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Enhancement Award, and Administration Expenses Payment. Under no circumstances will Defendant's payment exceed the Gross Settlement Amount, except as to Defendant's share of employer payroll taxes, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount, and except as provided under the escalator clause in Paragraph 8 below.

1.24. "Individual Class Payment" means a Participating Class Member's pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks he or she worked during the Class Period. The Individual Class Payment shall be allocated as follows: ten percent (10%) as wages, forty-five percent (45%) as alleged unpaid interest, and forty-five percent (45%) as alleged unpaid civil and statutory penalties.

1.25. "Individual PAGA Payment" means an Aggrieved Employee's pro rata share of twenty-five percent (25%) of the PAGA Penalties, calculated according to the number of PAGA Pay Periods he or she worked during the PAGA Period. The Individual PAGA Payment shall be allocated as one hundred percent (100%) penalties.

1.26. "LWDA" means the California Labor and Workforce Development Agency, the

agency entitled to the LWDA PAGA Payment under California Labor Code section 2699.

1.27. "LWDA PAGA Payment" means seventy-five percent (75%) of the PAGA Penalties (\$11,250.00).

1.28. "Net Settlement Amount" means the Gross Settlement Amount, less the following court-approved payments: Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative Enhancement Award, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. If for any reason any of the court-approved payments are not approved by the Court in the amounts requested, the difference between the amounts requested and awarded shall be added to the Net Settlement Amount.

1.29. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion. A Non-Participating Class Member shall not receive an Individual Class Payment but shall receive an Individual PAGA Payment if he or she qualifies as an Aggrieved Employee.

1.30. "Objection" means a Class Member's written objection to a term of, or the terms of, the Settlement.

1.31. "Operative Complaint" means Plaintiff's First Amended Class Action and PAGA Representative Action Complaint filed in the Action on February 21, 2024.

1.32. "PAGA" means the California Private Attorneys General Act, California Labor Code sections 2698, *et seq.*

1.33. "PAGA Notice" means Plaintiff's August 7, 2023 written notice to the LWDA providing notice pursuant to California Labor Code section 2699.3(a).

- 1.34. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.
- 1.35. "PAGA Penalties" means \$15,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as seventy-five percent (75%) to the LWDA (\$11,250.00) and twenty-five percent (25%) to the Aggrieved Employees (\$3,750.00).
- 1.36. "PAGA Period" means the period from August 7, 2023, through the date the Class Period ends.
- 1.37. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.38. "Plaintiff" means the named Plaintiff in the Action, Brian S. Clements.
- 1.39. "Preliminary Approval Order" means the Court's order granting preliminary approval of the Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 5.1 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 5.2 below.
- 1.42. "Released Parties" means Defendant UTCRAS, LLC and each of its present and former parent companies, subsidiaries, divisions, related or affiliated companies, and its shareholders, owners, partners, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any other individual or entity that could be liable for any of the Released Claims, and Defendant's counsel of record in the Action.
- 1.43. "Request for Exclusion" means a Class Member's written request to be excluded from the Class portion of the Settlement. Class Members may not opt out of or

object to either (a) the release of the PAGA Claims or (b) payments for the release of the PAGA Claims.

1.44. "Response Deadline" means forty-five (45) calendar days from the date the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may mail or postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely mail a Request for Exclusion, Objection, or workweek dispute.

1.45. "Settlement" or "Settlement Agreement" or "Agreement" means the disposition of the Action effected by this Joint Stipulation of Class and Representative Action Settlement Agreement and entry of the Final Approval Order and Judgment.

1.46. "Workweek" means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. RECITALS.

2.1. On August 7, 2023, Plaintiff submitted to the LWDA, and sent via certified mail to Defendant, a Notice of Labor Code Violations pursuant to Labor Code section 2699.3(a).

2.2. On August 11, 2023, Plaintiff filed a Class Action Complaint against Defendant, which alleged eight individual and class causes of action for violation of the Labor Code and California Business and Professions Code.

2.3. On February 21, 2024, Plaintiff filed a First Amended Class and Representative Action Complaint against Defendant, which alleged a ninth individual and representative cause of action for violation of PAGA. Plaintiff's First Amended

Complaint alleges the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]; and (9) Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, et seq.].

2.4. Before mediation, Plaintiff obtained through informal discovery employee data and documents, including information sufficient to meaningfully evaluate the claims at issue in the Action. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130 ("*Dunk/Kullar*"). As part of this evaluation, Class Counsel have conducted a diligent and thorough investigation into the facts and claims alleged in the Action, including an extensive review and analysis of the discovery. Based on their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and on numerous potential appellate issues.

2.5. On January 5, 2026, the Parties participated in a mediation with Steven Serratore,

Esq., an experienced and neutral class and PAGA action mediator. The Parties reached an agreement for a global resolution of the Action, as memorialized in this Agreement.

2.6. To date, the Court has not granted class certification.

2.7. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that Plaintiff and the Class have been provided legally compliant meal and rest periods and any premiums owed for non-compliant meal and rest periods, have been paid proper minimum and overtime wages, have been timely paid throughout employment as well as final wages upon separation of employment, have been reimbursed for necessary and reasonable business expenses, and have been provided with accurate itemized wage statements. Defendant contends, among other things, that it has complied at all times with the California Labor Code and the applicable Wage Orders of the Industrial Welfare Commission, and all other applicable laws. Furthermore, with respect to all claims, Defendant contends that it has not engaged in unlawful or unfair business practices and has not violated California Business and Professions Code sections 17200, *et seq.*

2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS AND PAYMENT ALLOCATION.

3.1. Gross Settlement Amount. Subject to entry of the Court's Final Approval Order,

Defendant agrees to pay \$215,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.1 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

3.2. Payments from the Gross Settlement Amount. The Administrator shall make and deduct the following payments from the Gross Settlement Amount, in amounts as approved by the Court and specified in the Final Approval Order:

3.2.1. To the LWDA and Aggrieved Employees. PAGA Penalties in the total amount of \$15,000.00 to be paid from the Gross Settlement Amount, shall be distributed as seventy-five percent (75%) (\$11,250.00) to the LWDA through a LWDA PAGA Payment and twenty-five percent (25%) (\$3,750.00) to Aggrieved Employees through Individual PAGA Payments. Defendant will not oppose Plaintiff's request for PAGA Penalties in this amount.

3.2.1.a. To Each Aggrieved Employee. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.

1 3.2.1.b. Tax Allocation of Individual PAGA Payments. Individual PAGA
2 Payments shall be treated as one hundred percent (100%) penalties
3 for tax purposes. Aggrieved Employees assume full responsibility
4 and liability for any taxes owed on their Individual PAGA Payment.
5 Individual PAGA Payments are not subject to withholdings and
6 shall be reported on IRS 1099 Forms by the Administrator.

7 3.2.1.c. If the Court approves an amount for PAGA Penalties less than the
8 amount requested, the Administrator shall allocate the remainder to
9 the Net Settlement Amount.

10 3.2.2. To Plaintiff. A Class Representative Enhancement Award to Plaintiff as the
11 Class Representative of not more than \$10,000.00, in addition to the
12 Individual Class and PAGA Payments that Plaintiff is eligible to receive.
13 The Class Representative Enhancement Award is in recognition of
14 Plaintiff's services in support of the Action, the general release of all claims
15 and disputes provided by Plaintiff, including a waiver of California Code of
16 Civil Procedure section 1542, and the risks undertaken by Plaintiff. As part
17 of the motion for Class Counsel Fees and Litigation Costs Payments,
18 Plaintiff will seek Court approval for the Class Representative Enhancement
19 Award no later than sixteen (16) court days prior to the Final Approval
20 Hearing. Defendant will not oppose Plaintiff's request for a Class
21 Representative Enhancement Award that does not exceed this amount. If the
22 Court approves a Class Representative Enhancement Award less than the
23 amount requested, the Administrator shall allocate the remainder to the Net
24 Settlement Amount. The Class Representative Enhancement Award shall
25 not be a material term of the Settlement Agreement, and if the Court
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1 approves an award of less than the requested amount, such a change shall
2 not give rise to a basis to abrogate the Settlement Agreement. The
3 Administrator shall pay the Class Representative Enhancement Award
4 using an IRS Form 1099. Plaintiff assumes full responsibility and liability
5 for any taxes owed on the Class Representative Enhancement Award and
6 shall hold Defendant harmless from any claim or liability for taxes,
7 penalties, or interest arising as a result of the payment.

8 3.2.3. To Class Counsel. A Class Counsel Fees Payment of not more than one-
9 third of the Gross Settlement Amount (i.e. \$71,666.66), subject to potential
10 increase under the escalator clause, and Class Counsel Litigation Costs not
11 to exceed \$30,000.00. Defendant will not oppose Plaintiff's request for
12 Class Counsel Fees Payment and Class Counsel Litigation Costs Payment,
13 that do not exceed these amounts. Plaintiff and/or Class Counsel will file a
14 motion for Class Counsel Fees Payment and Class Counsel Litigation Costs
15 Payment, no later than sixteen (16) court days prior to the Final Approval
16 Hearing. If the Court approves a payment less than the amount requested,
17 the Administrator shall allocate the remainder to the Net Settlement
18 Amount. The Administrator shall pay the Class Counsel Fees Payment
19 using an IRS 1099 Form. Class Counsel assume full responsibility and
20 liability for any taxes owed on the Class Counsel Fees Payment and Class
21 Counsel Litigation Costs Payment. Released Parties shall have no liability
22 to Class Counsel or any other Plaintiff's counsel arising from any claim to
23 any portion of the Class Counsel Fees Payment and Class Counsel
24 Litigation Costs Payment. Class Counsel hold Defendant harmless, and
25 indemnify Defendant, from any dispute or controversy regarding any
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1 division or sharing of the Class Counsel Fees Payment.

2 3.2.4. To the Administrator. An Administration Expenses Payment in the amount
3 of actual and reasonable settlement administration costs incurred to
4 administer the Settlement, the final amount to be determined at the time of
5 final approval, except for a showing of good cause and as approved by the
6 Court. Plaintiff and/or Class Counsel will file a motion for Administration
7 Expenses Payment no later than sixteen (16) court days prior to the Final
8 Approval Hearing. If the Court approves an Administration Expenses
9 Payment that is less than the amount requested, or if the Administration
10 Expenses Payment is less than the amount incurred, the Administrator shall
11 allocate the remainder to the Net Settlement Amount. The Administration
12 Expenses Payment shall not be a material term of the Settlement
13 Agreement.

14 3.3. Net Settlement Amount. The Net Settlement Amount is the Gross Settlement
15 Amount, less the following court-approved payments: Individual PAGA Payments,
16 LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation
17 Costs Payment, Class Representative Enhancement Award, and Administration
18 Expenses Payment. The remainder is to be paid to Participating Class Members as
19 Individual Class Payments. If for any reason any of the court-approved payments
20 are not approved by the Court in the amounts requested, the difference between the
21 amounts requested and awarded shall be added to the Net Settlement Amount.

22 3.4. To Each Participating Class Member. Each Individual Class Payment shall be
23 calculated by the Administrator by (a) dividing the Net Settlement Amount by the
24 total number of Workweeks worked by all Participating Class Members during the
25 Class Period and (b) multiplying the result by the number of Workweeks worked by
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each individual Participating Class Member.

3.4.1. Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. Forty-five percent (45%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for interest (the "Interest Portion"), and forty-five percent (45%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties (the "Penalties Portion"). The Interest Portion and Penalties Portion are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that as of January 5, 2026, there are approximately 2,665 Workweeks worked by all Class Members during the Class Period.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's

Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall 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 employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Settlement Funding. Within five (5) calendar days of the Effective Date, Defendant shall fund the Gross Settlement Amount and its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds into a Qualified Settlement Fund established and maintained by the Administrator. The Administrator shall promptly notify the Parties and their respective counsel of receipt of the funds.

4.4. Payments from the Gross Settlement Amount. Within seven (7) calendar days after Defendant fully funds the amounts owed under the Settlement, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Award. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Costs Payment, and the Class Representative Enhancement Award shall not precede disbursement of Individual

Class Payments and Individual PAGA Payments.

4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service Mail with 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 "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining their Individual Class Payment and Individual PAGA Payment. Before mailing any checks, the Administrator must update recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a Class Member Address Search for all Class Members whose checks are returned undelivered without a forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator must re-mail checks to the forwarding address provided or, if none was provided, to an updated 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 a second time. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, or as requested by the Class Member prior to

the Void Date.

4.4.3. For any Class Member whose Individual Class Payment and/or Individual PAGA Payment is uncashed after the Void Date, the Administrator shall cancel those checks and transmit the funds represented by such checks in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, the uncashed funds shall be transmitted to the California State Controller's Office to be held pursuant to the Unclaimed Property Law, California Civil Code section 1500, *et seq.*, in the name of each individual who failed to timely cash his or her check, until such time that he or she claims his or her property. A Participating Class Member and/or Aggrieved Employee's failure to negotiate or receive their check shall nevertheless remain bound by the Settlement and the releases contained herein. Accordingly, the Parties' respective counsel attest that there will be no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant 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. Rather, it is the Parties' intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

5. RELEASES OF CLAIMS.

Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff,

1 Participating Class Members, and Aggrieved Employees will release claims against all Released
2 Parties as follows:

3 5.1. Plaintiff's Release. Upon entry of the Final Approval Order approving the
4 Settlement, Plaintiff and each of his successors, assigns, legatees, heirs, and
5 personal representatives fully and finally releases and discharges the Released
6 Parties from cause of action, claim, demand, right, suit, obligation, debt, contract,
7 agreement, promise, liability, or remedy of any nature whatsoever (including
8 without limitation any damages, charges, penalties, losses, costs, expenses, and
9 attorneys' fees), whether in law or in equity, under contract, tort, or any other
10 subject area, or under any statute, rule, regulation, order, or law, whether federal,
11 state, or local, on any grounds whatsoever, arising out of or relating to any acts,
12 facts, omissions, or obligations, known or unknown, suspected or unsuspected
13 ("claim(s)") which Plaintiff, at any time heretofore, had or claimed to have or which
14 Plaintiff may have or shall in the future claim to have, including, without limitation,
15 any and all claims related or in any manner incidental to Plaintiff's employment
16 with Defendant. Plaintiff understands he is releasing potentially unknown claims
17 and that Plaintiff may have limited knowledge with respect to some of the claims
18 being released. Plaintiff acknowledges there is a risk that, after signing this
19 Agreement, Plaintiff may learn information that might have affected Plaintiff's
20 decision to enter into this Agreement. Plaintiff assumes this risk and all other risks
21 of any mistake in entering into this Agreement. Plaintiff agrees that this Agreement
22 is fairly and knowingly made. Plaintiff represents and warrants that Plaintiff has all
23 necessary authority to enter into this Agreement and that Plaintiff has not
24 transferred any interest in any claims to any spouse or to any other third party.
25 Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal
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representatives, expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or state law, which provides:

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.

Plaintiff's Released Claims shall not waive: (i) claims for unemployment or workers' compensation benefits; (ii) any vested rights Plaintiff has under ERISA-covered benefit plans as applicable on the date Plaintiff signs this Agreement, and/or claims concerning such rights; (iii) claims that may arise after Plaintiff signs this Agreement; or (iv) claims which cannot be released by private agreement. In exchange for this general release, Plaintiff shall receive the Class Representative Enhancement Award in addition to the Individual Class and PAGA Payments that Plaintiff is eligible to receive. Plaintiff agrees that this waiver is an essential and material term of this release and the Settlement that underlies it, and that without such waiver the Settlement would not have been accepted.

- 5.2. Release by Participating Class Members. Effective on the date Defendant fully funds the entire Gross Settlement Amount and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, all Participating Class Members, and each of their respective successors, assigns, legatees, heirs, and personal representatives, fully and finally release and discharge the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,

1 guarantees, costs, expenses, attorney's fees, damages, and causes of action that were
2 alleged or that reasonably could have been alleged based on the facts alleged in the
3 Operative Complaint. This release includes, without limitation, release of all claims
4 alleged in the Operative Complaint for alleged failure to pay minimum wages,
5 failure to pay overtime compensation, failure to provide meal periods, failure to
6 authorize and permit rest breaks, failure to indemnify necessary business expenses,
7 failure to pay all unpaid wages at termination, failure to provide accurate itemized
8 wage statements, any violations of Business and Professions Code sections 17200,
9 *et seq.*, and statutory waiting time penalties based on the foregoing (collectively, the
10 "Released Class Claims").

11 5.2.1. The Released Class Claims exclude claims not permitted by law and are
12 limited to claims arising during the Class Period.

13 5.3. Release by Aggrieved Employees. All Aggrieved Employees fully and finally
14 release and discharge the Released Parties from any and all claims for civil
15 penalties and attorneys' fees and costs under PAGA that were alleged or that
16 reasonably could have been alleged based on the facts alleged in the Operative
17 Complaint or the PAGA Notice, including, failure to pay minimum wages, failure
18 to pay overtime compensation, failure to provide meal periods, failure to authorize
19 and permit rest breaks, failure to indemnify necessary business expenses, failure to
20 pay all unpaid wages at termination, and failure to provide accurate itemized wage
21 statements (collectively, the "Released PAGA Claims").

22 5.3.1. In light of the binding nature of a PAGA judgment on non-party employees
23 under *Arias v. Superior Court (Angelo Dairy)* (2009) 46 Cal.4th 969,
24 individuals otherwise meeting the definition of an Aggrieved Employee
25 who are eligible to receive an Individual PAGA Payment shall be deemed to
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1 have released the Released PAGA Claims, regardless of whether his or her
2 check for the Individual PAGA Payment is cashed or not, and regardless of
3 whether he or she is a Non-Participating Class Member.

4 **6. SETTLEMENT ADMINISTRATION - ADMINISTRATOR SELECTION, CLASS**
5 **DATA, AND NOTICE PROCEDURES.**

6 6.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action
7 Administration Solutions ("Phoenix") to serve as the Administrator and have
8 verified that, as a condition of appointment, Phoenix agrees to be bound by this
9 Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
10 exchange for the Administration Expenses Payment. The Parties and their
11 respective counsel represent that they have no interest or relationship, financial or
12 otherwise, with the Administrator, other than a professional relationship arising out
13 of prior experiences administering settlements.

14 6.2. Class Data. No later than fourteen (14) calendar days after the Court grants
15 Preliminary Approval of the Settlement, Defendant will deliver the Class Data to
16 the Administrator in the form of a Microsoft Excel spreadsheet, or such other form
17 requested by the Administrator. The Class Data shall include each Class Member's
18 full name, last-known mailing address, last-known email address, Social Security
19 number, dates of employment as a non-exempt employee of Defendant in
20 California, number of Workweeks worked during the Class Period, and number of
21 PAGA Pay Periods worked during the PAGA Period. To protect Class Members'
22 privacy rights, the Administrator must maintain the Class Data in confidence, use
23 the Class Data only for purposes of the Settlement and for no other purpose, and
24 restrict access to the Class Data to Administrator employees who need access to the
25 Class Data to effect and perform under the Settlement. Defendant has a continuing
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duty to immediately notify Class Counsel if it discovers that the Class Data is incorrect or omitted Class Member identifying information and to provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

6.3. Notice of Receipt of Class Data. No later than three (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, Aggrieved Employees, Workweeks, and PAGA Pay Periods contained in the Class Data.

6.4. Notice to Class Members. No later than fourteen (14) calendar days after receiving the Class Data from Defendant, the Administrator will send all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail with postage prepaid, the Class Notice in English and Spanish, substantially in the form attached to this Agreement as **Exhibit 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/or Aggrieved Employee, and the estimated number of Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.5. Re-mailing of Class Notice. No later than three (3) business days after its 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 USPS. If USPS

1 does not provide a forwarding address, the Administrator shall conduct a Class
2 Member Address Search and re-mail the Class Notice to the most current address
3 obtained. The Administrator has no obligation to make further attempts to locate or
4 send the Class Notice to Class Members whose Class Notice is returned by USPS a
5 second time.

6 6.5.1. The deadlines for Class Members' Objections, Challenges to Calculation of
7 Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be
8 extended an additional fourteen (14) calendar days beyond the forty-five
9 (45) calendar days otherwise provided in the Class Notice for all Class
10 Members whose notice is re-mailed. The Administrator will inform the
11 Class Member of the extended deadline with the re-mailed Class Notice.

12 6.6. Additional Class Members. If the Administrator, Defendant, Defense Counsel, or
13 Class Counsel is contacted by or otherwise discovers any persons who believe they
14 should have been included in the Class Data and should have received Class Notice,
15 the Parties will expeditiously meet and confer in good faith to agree on whether to
16 include them as Class Members. If the Parties agree, such person(s) will be Class
17 Members entitled to the same rights as other Class Members, and the Administrator
18 will send, via email or overnight delivery, a Class Notice requiring them to exercise
19 options under this Agreement no later than fourteen (14) calendar days after receipt
20 of the Class Notice, or the Response Deadline in the Class Notice, whichever is
21 later.

22 6.7. Website, Email Address, and Toll-Free Number. The Administrator will establish,
23 maintain, and use an internet website to post information of interest to Class
24 Members, including the date, time, and location of the Final Approval Hearing and
25 copies of the Settlement Agreement, Motion for Preliminary Approval, Preliminary
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1 Approval Order, Class Notice, Motion for Final Approval, and Final Approval
2 Order and Judgment. The Administrator will also maintain and monitor an email
3 address and toll-free telephone number to receive Class Member calls, faxes, and
4 emails.

5 6.8. Qualified Settlement Fund. The Administrator shall establish a settlement fund that
6 meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury
7 Regulation section 468B-1. The Administrator shall have and use its own Employer
8 Identification Number for purposes of calculating payroll tax withholdings and
9 providing reports to state and federal tax authorities.

10 6.9. Weekly Reports. The Administrator must, on a weekly basis, provide written
11 reports to Class Counsel and Defense Counsel that tally the number of Class
12 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for
13 Exclusion received (whether valid or invalid), Objections received, Challenges to
14 Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed
15 for Individual Class Payments and Individual PAGA Payments ("Weekly Report").
16 The Weekly Reports must attach copies of all Requests for Exclusion and
17 Objections received.

18 6.10. Administrator's Declaration. No later than seven (7) business days after the
19 Response Deadline, the Administrator will provide Class Counsel and Defense
20 Counsel a signed declaration suitable for filing in Court attesting to (i) its due
21 diligence and compliance with all of its obligations under this Agreement,
22 including, but not limited to, its mailing of the Class Notice, (ii) the total number of
23 Class Notices returned as undelivered, (iii) the total number of re-mailed Class
24 Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests
25 for Exclusion received (valid or invalid), (vi) the total number of Objections
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received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. 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.

6.11. Final Report by Settlement Administrator. No later than fourteen (14) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with (i) a final report detailing its disbursements by employee identification number only of all payments made under this Agreement, and (ii) a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7. CLASS MEMBER OPTIONS - REQUESTS FOR EXCLUSION, OBJECTIONS, AND WORKWEEK CHALLENGES.

7.1. Requests for Exclusion (Opt-Outs). Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (the "Response Deadline") to exclude themselves from the class action components of the Settlement. Class Members whose Class Notice is re-mailed pursuant to Paragraph 6.4 above shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely submit a Request for Exclusion. A Class Member may exclude himself or herself from the class action components of the Settlement by mailing a Request for Exclusion to the Administrator.

7.2. The Request for Exclusion must be valid and timely. To be valid, the Request for

1 Exclusion must (1) include the Class Member's full name, current mailing address,
2 telephone number, and signature; (2) include a written statement requesting to be
3 excluded from the Settlement; (3) state the case name and number of the Action
4 (Brian S. Clements v. UTCRAS, LLC, Case No. BCV-23-102600); and (4) be
5 mailed to the specified physical address of the Administrator as set forth in the
6 Class Notice. To be timely, the Request for Exclusion must be postmarked no later
7 than the Response Deadline (or the extended deadline for Class Members whose
8 Class Notice is re-mailed). The postmark date will be the exclusive means of
9 determining whether a Request for Exclusion has been timely submitted.

10 7.2.1. If a Class Member's Request for Exclusion is timely but invalid according to
11 the requirements listed herein, that Class Member will be allowed to cure
12 the defect(s). The Administrator will mail the Class Member a cure letter
13 within three (3) business days of receiving the defective submission to
14 advise the Class Member that his or her submission is defective and that the
15 defect must be cured to render the Request for Exclusion valid. The Class
16 Member will have until the later of (a) the Response Deadline or (b)
17 fourteen (14) calendar days from the date of the cure letter to postmark the
18 revised Request for Exclusion.

19 7.2.2. The Administrator, Class Counsel, and Defense Counsel may attempt to
20 resolve any Class Member disputes on the validity or timeliness of a
21 Request for Exclusion. However, the Court has the final authority to make
22 decisions consistent with the terms of this Agreement on the validity or
23 timeliness of a Request for Exclusion. The Court's decision shall be final
24 and not appealable or otherwise susceptible to challenge.

25 7.2.3. Every Class Member who does not submit a timely and valid Request for
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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 Released Class Claims under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.2.4. Every 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 or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.2 of this Agreement and are eligible for an Individual PAGA Payment. Class Members may not opt out of or object to either (a) the release of the PAGA Claims or (b) payments for the release of the PAGA Claims.

7.2.5. No later than five (5) business days after the Response Deadline (or extended deadline for re-mailed Class Notices), the Administrator shall email to Class Counsel and Defense Counsel a list containing (a) the names of Class Members who have submitted valid and timely Requests for Exclusion (the "Exclusion List"); (b) the names of Class Members who have submitted invalid and/or untimely Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid, timely or untimely) with Class Members' address, Social Security number, and any contact information redacted.

7.3. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds twenty percent (20%) of the total number of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree

that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen (14) calendar days after the Response Deadline has expired.

7.4. Challenges to Calculation of Workweeks and/or PAGA Pay Periods.

7.4.1. Each Class Member and/or Aggrieved Employee shall have forty-five (45) calendar days after the Administrator mails the Class Notice (the Response Deadline) to challenge the number of Workweeks and/or PAGA Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. Class Members and/or Aggrieved Employees whose Class Notice is re-mailed pursuant to Paragraph 6.4 above shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely submit a challenge.

7.4.2. A Class Member and/or Aggrieved Employee may challenge the allocation by sending a Challenge to Calculation of Workweeks and/or Pay Periods to the Administrator. To be timely, the Challenge to Calculation of Workweeks and/or Pay Periods must be postmarked no later than the Response Deadline (or the extended deadline for Class Members whose Class Notice is re-mailed). The postmark date will be the exclusive means of determining whether a Challenge to Calculation of Workweeks and/or Pay Periods has been timely submitted.

7.4.3. The Administrator must encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of

any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data.

7.4.4. The Administrator has the final authority to make decisions consistent with the terms of this Agreement on all Challenges to Calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.4.5. The Administrator shall promptly provide copies of all Challenges to Calculation of Workweeks and/or Pay Periods and the Administrator's determinations regarding the challenges to Class Counsel and Defense Counsel.

7.5. Objections to Settlement.

7.5.1. Each Participating Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (the Response Deadline) to object, in writing, to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class Representative Enhancement Award. Participating Class Members whose Class Notice is re-mailed pursuant to Paragraph 6.4 above shall have an additional fourteen (14) calendar days beyond the Response Deadline to timely submit a written Objection. Only Participating Class Members may submit Objections. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.5.2. A Participating Class Member may object to the Settlement by (1)

1 appearing at the Final Approval Hearing and verbally objecting to the
2 Settlement or any term thereof; and/or (2) sending a written Objection to the
3 Administrator. Non-Participating Class Members have no right to object to
4 any of the class action components of the Settlement

5 7.5.3. To be valid, the written Objection must (1) include the Class Member's full
6 name, current mailing address, telephone number, and signature; (2) include
7 the contact information for any attorney representing the objecting Class
8 Member, if any; (3) include the factual and legal bases for the Objection,
9 including any supporting papers, briefs, written evidence, declarations,
10 and/or other evidence; (4) state the case name and number of the Action
11 (Brian S. Clements v. UTCRAS, LLC, Case No. BCV-23-102600); and (5)
12 be mailed to the specified physical address of the Administrator as set forth
13 in the Class Notice.

14 7.5.4. To be timely, the written Objection must be postmarked no later than the
15 Response Deadline (or the extended deadline for Class Members whose
16 Class Notice is re-mailed). The postmark date will be the exclusive means
17 of determining whether a written Objection has been timely submitted.

18 7.5.5. The Administrator, Class Counsel, and Defense Counsel may attempt to
19 resolve any Class Member disputes on the validity or timeliness of a written
20 Objection. However, the Court has the authority to make final decisions
21 consistent with the terms of this Agreement on the validity or timeliness of a
22 written Objection. The Court's decision shall be final and not appealable or
23 otherwise susceptible to challenge.

24 7.5.6. No later than five (5) business days after the Response Deadline (or
25 extended deadline for re-mailed Class Notices), the Administrator shall
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1 email to Class Counsel and Defense Counsel a list containing (a) the names
2 of Participating Class Members who have submitted valid and timely
3 written Objections; (b) the names of Participating Class Members who have
4 submitted invalid and/or untimely written Objections; and (c) copies of all
5 written Objections submitted (whether valid or invalid, timely or untimely)
6 with Class Members' address, Social Security number, and any contact
7 information redacted.

8 **8. ESCALATOR CLAUSE**

9 8.1. Based on a review of Defendant's records, it is estimated that Class Members worked
10 approximately 2,665 Workweeks during the Class Period as of January 5, 2026. If
11 the actual number of Workweeks during the Class Period exceeds this estimate by
12 more than 10% (i.e., if the actual number of Workweeks is more than 2,932 total
13 Workweeks), Defendant shall have the option of (a) increasing the Gross
14 Settlement Amount on a pro-rata basis equal to the percentage increase in the
15 number of Workweeks worked by the Class Members above 10% (e.g., if the
16 number of Workweeks increases by 11%, the Gross Settlement Amount will
17 increase by 1%); or (b) rolling back the Class Period and PAGA Period to end on
18 the date at which the actual number of Workweeks totals 2,932 without triggering
19 the escalator clause. Defendant shall be prepared to inform the Court of its selection
20 at the Preliminary Approval Hearing. If Defendant exercises option (b), Defendant
21 shall also be prepared to inform the Court of the new Class Period end date at the
22 Preliminary Approval Hearing.

23 **9. PRELIMINARY AND FINAL APPROVAL PROCEDURES.**

24 9.1. Motion for Preliminary Approval. Class Counsel shall prepare and file all documents
25 necessary for obtaining a Preliminary Approval Order, including: (i) a notice and
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memorandum in support of the motion for preliminary approval that includes an analysis of the Settlement under *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129-130, and a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(1)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attesting to its willingness to serve, competency, operative procedures for protecting the security of Class Data, amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance, all facts relevant to any actual or potential conflicts of interest with Class Members, and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from the Class Representative confirming willingness and competency to serve as the Class Representative and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members, transmission to the LWDA of all necessary PAGA documents (Plaintiff's PAGA Notice [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(1)(1)], and this Agreement [Lab. Code § 2699(1)(2)]), and all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; and (vi) a signed declaration from Defense Counsel regarding any pending actions asserting claims that will be extinguished or adversely affected by the Settlement.

9.1.1. Defense Counsel shall prepare and deliver to Class Counsel a signed declaration within seven (7) calendar days of the full execution of this

1 Agreement regarding any pending actions asserting claims that will be
2 extinguished or adversely affected by the Settlement. Specifically, the
3 declaration shall state whether Defense Counsel is aware of any class,
4 representative, or other collective action in any other court in this or any
5 other jurisdiction that asserts claims similar to those asserted in the Action
6 on behalf of a class or group of individuals some or all of whom would also
7 be members of the Class defined in the Action, and if so, include the name
8 and case number of any such case, the nature of the claims asserted, the
9 definition of the class or other parties on whose behalf the action is brought,
10 and the procedural status of the case.

11 9.1.2. Class Counsel is responsible for obtaining a prompt hearing date for the
12 motion for preliminary approval. Class Counsel and Defense Counsel are
13 jointly responsible for appearing in Court to advocate in favor of the motion
14 for preliminary approval.

15 9.2. Duty to Cooperate Regarding Preliminary Approval. If the Court does not grant
16 preliminary approval outright, or conditions preliminary approval on any material
17 change to this Agreement, the Parties will expeditiously work together in good faith
18 to modify the Agreement and otherwise satisfy the Court's concerns.

19 9.3. Motion for Final Approval. No later than sixteen (16) court days before the
20 calendared Final Approval Hearing, Class Counsel will file in Court a notice and
21 motion for final approval of the Settlement that includes a request for approval of
22 the PAGA portion of the Settlement under California Labor Code section
23 2699(1)(2) and a proposed Final Approval Order and Judgment. Class Counsel shall
24 also file, no later than sixteen (16) court days before the Final Approval Hearing,
25 motions for the Class Counsel Fees Payment, Class Counsel Litigation Costs
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Payment, and Class Representative Enhancement Award (which may be combined with the motion for final approval or filed separately). No later than seven (7) business days after the Response Deadline, the Administrator will provide Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to (i) its due diligence and compliance with all of its obligations under this Agreement, including the mailing of the Class Notice, (ii) the total number of Class Notices returned as undelivered, (iii) the total number of re-mailed Class Notices, (iv) its attempts to locate Class Members, (v) the total number of Requests for Exclusion received (valid or invalid), (vi) the total number of Objections received (valid or invalid), (vii) the total number of Participating Class Members and Workweeks, (viii) the total number of Aggrieved Employees and PAGA Pay Periods, and (ix) the lowest, average, and highest Individual Class Payment and Individual PAGA Payment. Class Counsel is responsible for filing the Administrator's declaration in Court.

9.4. 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 no later than five (5) court days before the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.5. Duty to Cooperate Regarding Final Approval. 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 Counsel Fees Payment, Class Counsel Litigation Costs Payment, Class Representative

Enhancement Award, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.6. Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that, after entry of the Final Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of (i) enforcing the Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law, pursuant to CCP section 664.6 and California Rules of Court rule 3.769(h).

9.7. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members 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 suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.8. 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), the Parties shall expeditiously work together in good faith to address the appellate court's concerns

and to obtain final approval of the Settlement 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 Enhancement Award 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.

9.9. Failure to Approve. If the Court does not approve, either preliminarily or finally, any material term or condition of the Settlement Agreement, or if the Court effects a material change, then this Agreement will be voidable and unenforceable, subject to the Parties' agreement to the contrary, and the costs of administration shall be split equally between Plaintiff and Defendant.

10. AMENDED JUDGMENT.

10.1. If any amended judgment is required under CCP section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS AND GENERAL TERMS.

11.1. Entire Agreement. This Agreement and the attached exhibits constitute the entirety of the Parties' settlement terms.

11.2. No Admission of Liability. The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense, and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, that it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations, or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct concerning its employees. Defendant denies all liability

1 and wrongdoing with respect to the Released Class Claims and Released PAGA
2 Claims and any claims asserted in the Operative Complaint and PAGA Notice.
3 Neither this Agreement, nor any of its terms or provisions, nor any of the
4 negotiations connected with it, shall be construed as an admission or concession by
5 Defendant of any such violations or failures to comply with any applicable law.
6 Except as necessary in a proceeding to enforce the terms of this Agreement, this
7 Agreement and its terms and provisions shall not be offered or received as evidence
8 in any action or proceeding to establish any liability or admission on the part of
9 Defendant or to establish the existence of any condition constituting a violation of,
10 or a non-compliance with, federal, state, local, or other applicable law. This
11 Agreement is protected by California Evidence Code section 1152. If Final
12 Approval does not occur, the Parties agree that this Agreement is void ab initio, but
13 remains protected by California Evidence Code section 1152.

14 11.3. Class Certification for Settlement Purposes Only. The Parties stipulate to
15 provisional class certification for purposes of settlement only. Absent final approval
16 of the Settlement Agreement, the Parties will not stipulate to class certification, and
17 no Party will be estopped as a result of any motion for settlement approval. If final
18 approval of the Settlement Agreement is not granted, Defendant reserves all rights
19 to oppose class certification, and the Parties will revert to the positions they held
20 before this Agreement. The Parties stipulate to the payment set forth in this
21 Agreement for purposes of settlement only. If there is no judicial approval for the
22 entirety of the Settlement Agreement, then this Agreement shall be null and void,
23 and no Party will be estopped as a result of any motion for settlement approval.

24 11.4. No Solicitation. The Parties separately agree that they and their respective counsel
25 and employees will not solicit any Class Member to opt out of or object to the
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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.

11.5. No Press Releases/Confidentiality Prior to Approval. Neither Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement prior to preliminary approval. The Parties and their counsel agree to limit their disclosures regarding the terms of the Settlement prior to preliminary approval to disclosures to the Court, the LWDA, immediate family members, tax advisors, and as required by ethical duties and applicable law. After preliminary approval, the Settlement becomes public record. Nothing in this Section is intended to interfere with Class Counsel's duties and obligations to faithfully discharge their duties as Class Counsel, including but not limited to: (1) as required by law; (2) as required under the terms of the Settlement; and/or (3) as required under counsel's duties and responsibilities as Class Counsel.

11.6. Acknowledgment of Fairness. The Parties believe this Settlement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Agreement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

11.7. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, 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.

11.8. Invalidity/Severability. Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents to define all provisions of this Agreement as valid and enforceable. If any provision of this Agreement is held to be illegal, invalid, or unenforceable, it is severed from this Agreement, and the remaining provisions shall remain valid and enforceable.

11.9. Waiver. No waiver of any condition or covenant contained in this Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such Party of the same or any other condition, covenant, right, or remedy.

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

11.11. 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 any portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Parties in this Settlement.

1 11.12. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant, nor Defense Counsel
2 are providing any advice regarding taxes or taxability, nor shall anything in this
3 Settlement be relied upon as such within the meaning of United States Treasury
4 Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

5 11.13. Modification of Agreement. This Agreement, and all parts of it, may be amended,
6 modified, changed, or waived only by an express written instrument signed by all
7 Parties or their representatives, and approved by the Court.

8 11.14. Agreement Binding on Successors and Assigns. This Agreement will be binding
9 upon, and inure to the benefit of, the successors and assigns of each of the Parties.

10 11.15. Applicable Law. All terms and conditions of this Agreement and its exhibits will be
11 governed by and interpreted according to the internal laws of the State of
12 California, without regard to conflict of law principles.

13 11.16. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
14 of this Agreement. This Agreement will not be construed against any Party on the
15 basis that the Party was the drafter or participated in the drafting.

16 11.17. Confidentiality of Discovery/Class Data. To the extent permitted by law, all
17 agreements made and orders entered during the Action and in this Agreement
18 relating to the confidentiality of information shall survive the execution of this
19 Agreement. Information provided to Class Counsel pursuant to California Evidence
20 Code section 1152, and all copies and summaries of the Class Data provided to
21 Class Counsel by Defendant in connection with the mediation, other settlement
22 negotiations, or in connection with the Settlement, may be used only with respect to
23 this Settlement, and no other purpose, and may not be used in any way that violates
24 any existing contractual agreement, statute, or rule of court. No later than ninety
25 (90) days after the date when the Court discharges the Administrator's obligation to
26

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 Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.18. 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.

11.19. 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.

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

To Plaintiff:

Kane Moon
Lilit Ter-Astvatsatryan
Nichelle Christopherson
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
E-mail: kmoon@moonlawgroup.com
E-mail: lilit@moonlawgroup.com
E-mail: nchristopherson@moonlawgroup.com

To Defendant:

Nicky Jatana

Andrew L. Smith
 Phoebe King
JACKSON LEWIS P.C.
 725 South Figueroa Street, Suite 2800
 Los Angeles, California 90017-5408
 E-mail: Nicky.Jatana@jacksonlewis.com
 E-mail: Andrew.Smith@jacksonlewis.com
 E-mail: Phoebe.King@jacksonlewis.com

11.21. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.22. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, intend that this Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law. Plaintiff, and not his representative(s), must personally execute this Agreement. An authorized officer of Defendant must execute this Agreement on behalf of Defendant. This Agreement shall become binding and enforceable pursuant to California Code of Civil Procedure section 664.6.

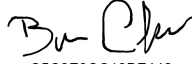
11.23. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that pursuant to California Code of Civil Procedure section 583.330, the date to bring a case to trial under California Code of Civil Procedure

section 583.310 shall be extended for the entire period of this settlement process.

Signatures on the following page.

Plaintiff & Class Representative:

Dated: 8/14/2026

Signed by:

C5C3F6CC13BF442...

By: _____

Brian S. Clements

Defendant:

Dated: _____, 2026

UTCRA, LLC

By: _____

Print Name: _____

Title: _____

Plaintiff & Class Representative:

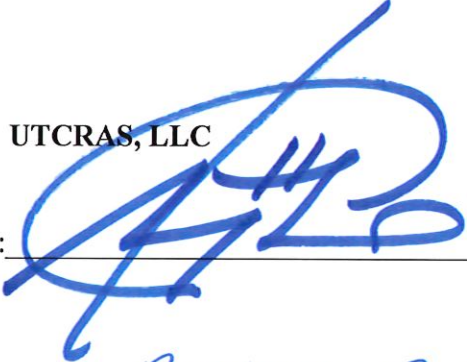
Dated: _____, 2026

By: _____
Brian S. Clements

Defendant:

Dated: August 27, 2026

UTCRA, LLC

By: 

Print Name: ANTHONY R. URSONE

Title: Chief Operating Officer of GM