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

CLAUDIA CHAVEZ, individually, and on
 behalf of all others similarly situated,
 Plaintiff,

v.

ORANGE COUNTY'S UNITED WAY, a
 California corporation; and DOES 1 through
 10, inclusive,
 Defendants.

Case No.: 30-2025-01458038-CU-OE-CXC

CLASS ACTION

[Hon. William Claster]

**FIRST AMENDED CLASS ACTION AND
 PAGA SETTLEMENT AGREEMENT AND
 CLASS NOTICE**

Complaint filed: February 5, 2025
 Trial date: Not set

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This First Amended Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Claudia Chavez (“Plaintiff”) and defendant Orange County’s United Way (“OCUW” or “Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned *Chavez v. Orange County’s United Way*, Case No. 30-2025-01458038-CU-OE-CXC, initiated on February 5, 2025, and pending in the Superior Court of the State of California, County of Orange.
- 1.2. “Administrator” means CPT Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Defendant in California and classified as an hourly, non-exempt employee who worked for Defendant during the PAGA Period.
- 1.5. “Class” means all persons employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the Class Period.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Hyunjin Kim of Moon Law Group, PC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including the Class Member’s name, last-known mailing address, Social Security number,

and number of Class Period Workweeks and PAGA Pay Periods, which will be calculated in the same manner used by Defendant to calculate Workweeks for purposes of mediation.

1.9. “Class Member” or “Settlement 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).

1.10. “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 traces, and direct contact by the Administrator with Class Members.

1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. “Class Period” means the period from February 4, 2021, to September 27, 2025.

1.13. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. “Court” means the Superior Court of California, County of Orange.

1.16. “Defendant” means named Defendant Orange County’s United Way.

1.17. “Defense Counsel” means Nisha Verma and Hannah Green of Dorsey & Whitney LLP.

1.18. “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 if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

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

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

1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22. “Gross Settlement Amount” means \$225,000, which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment.

1.23. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.

1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties calculated according to the number of Workweeks worked during the PAGA Period.

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

1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.27. “LWDA PAGA Payment” means 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment,

Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

The remainder is to be paid to Participating Class Members as Individual Class Payments.

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.

1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.31. “PAGA Period” means the period from February 4, 2024 to September 27, 2025.

1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.33. “PAGA Notice” means Plaintiff’s February 4, 2025 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3 subd. (a).

1.34. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees (\$8,750) and 65% to LWDA (\$16,250) in settlement of PAGA claims.

1.35. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.36. “Plaintiff” means Claudia Chavez, the named plaintiff in the Action.

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

1.38. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, affiliates.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be

excluded from the Class Settlement signed by the Class Member.

1.43. "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

1.45. "Workweek" means any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1. On February 5, 2025, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for Failure to Pay Minimum Wages; Failure to Pay Overtime Compensation; Failure to Provide Meal Periods; Failure to Authorize and Permit Rest Breaks; Failure to Indemnify Necessary Business Expenses; Failure to Timely Pay Final Wages at Termination; Failure to Provide Accurate Itemized Wage Statements; and Unfair Business Practices. On April 10, 2025, Plaintiff filed a First Amended Complaint alleging causes of action against Defendant under the Private Attorneys General Act of 2004 ("PAGA"). The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint.") Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3 subd. (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On August 27, 2025, the Parties participated in mediation presided over by Michael Ludwig which led to this Agreement to settle the Action.

2.4. Prior to mediation, Plaintiff obtained, through informal discovery, policy documents

1 regarding Defendant's wage and hour policy, employee handbooks, schedules, and a
2 sample of the employees' time and pay records. Plaintiff's investigation was sufficient to
3 satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.*, 48 Cal.
4 App. 4th 1794, 1801 (1996) and *Kullar v. Foot Locker Retail, Inc.*, 168 Cal. App. 4th 116,
5 129-130 (2008) ("*Dunk/Kullar*").

6 2.5. The Court has not granted class certification.

7 2.6. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any
8 other pending matter or action asserting claims that will be extinguished or affected by the
9 Settlement.

10 **3. MONETARY TERMS.**

11 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant
12 promises to pay \$225,000 and no more as the Gross Settlement Amount and to separately
13 pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
14 Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any
15 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The
16 Administrator will disburse the entire Gross Settlement Amount without asking or
17 requiring Participating Class Members or Aggrieved Employees to submit any claim as a
18 condition of payment. None of the Gross Settlement Amount will revert to Defendant.

19 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the
20 following payments from the Gross Settlement Amount, in the amounts specified by the
21 Court in the Final Approval:

22 3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of
23 not more than \$10,000 (in addition to any Individual Class Payment and any
24 Individual PAGA Payment the Class Representative is entitled to receive as a
25 Participating Class Member). Defendant will not oppose Plaintiff's request for a
26 Class Representative Service Payment that does not exceed this amount. As part of
27 the motion for Class Counsel Fees Payment and Class Litigation Expenses
28 Payment, Plaintiff will seek Court approval for any Class Representative Service

1 Payments no later than 16 court days prior to the Final Approval Hearing. If the
2 Court approves a Class Representative Service Payment less than the amount
3 requested, Plaintiff shall not have the right to revoke this Agreement, and it
4 will remain binding, and the difference between the amount approved by the
5 Court (if any) and the amount allocated toward the Class Representative Service
6 Payment will be part of the Net Settlement Amount for the benefit of Settlement
7 Class Members. The Administrator will pay the Class Representative Service
8 Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability
9 for employee taxes owed on the Class Representative Service Payment.

10 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of
11 the Gross Settlement Amount, which is currently estimated to be \$78,750 and a
12 Class Counsel Litigation Expenses Payment of not more than \$25,000. Defendant
13 will not oppose requests for these payments provided that they do not exceed these
14 amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees
15 Payment and Class Litigation Expenses Payment no later than 16 court days prior
16 to the Final Approval Hearing. If the Court approves a Class Counsel Fees
17 Payment and/or a Class Counsel Litigation Expenses Payment less than the
18 amounts requested, the Administrator will allocate the remainder to the Net
19 Settlement Amount for the benefit of Settlement Class Members. Released
20 Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel
21 arising from any claim to any portion any Class Counsel Fee Payment and/or Class
22 Counsel Litigation Expenses Payment. The Administrator will pay the Class
23 Counsel Fees Payment and Class Counsel Expenses Payment using one or more
24 IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes
25 owed on the Class Counsel Fees Payment and the Class Counsel Litigation
26 Expenses Payment and holds Defendant harmless, and indemnifies Defendant,
27 from any dispute or controversy regarding any division or sharing of any of these
28 Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$9,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$9,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. 20% 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 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion").^{vi} 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.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating 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 Class Members on a pro rata basis.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$25,000 to be paid from the Gross Settlement Amount, with 65% (\$16,2500) allocated to the LWDA PAGA Payment and 35% (\$8,750) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a)

dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$8,750 by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. If the Court approves PAGA Penalties 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 IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records as of September 25, 2025, Defendant estimates there are 120 Class Members who collectively worked a total of 6,871 Workweeks, and 89 of Aggrieved Employees who worked a total of 1,840 PAGA Pay Periods.

4.2. Class Data. Not later than 30 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously 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.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class

1 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the
2 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
3 Litigation Expenses Payment, and the Class Representative Service Payment.
4 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
5 Payment and the Class Representative Service Payment shall not precede disbursement of
6 Individual Class Payments and Individual PAGA Payments.

7 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
8 Individual PAGA Payments and send them to the Class Members via First Class
9 U.S. Mail, postage prepaid. The face of each check shall prominently state the
10 date (not less than 180 days after the date of mailing) when the check will be
11 voided. The Administrator will cancel all checks not cashed by the void date. The
12 Administrator will send checks for Individual Settlement Payments to all
13 Participating Class Members (including those for whom Class Notice was returned
14 undelivered). The Administrator will send checks for Individual PAGA Payments
15 to all Aggrieved Employees including Non-Participating Class Members who
16 qualify as Aggrieved Employees (including those for whom Class Notice was
17 returned undelivered). The Administrator may send Participating Class Members a
18 single check combining the Individual Class Payment and the Individual PAGA
19 Payment. Before mailing any checks, the Settlement Administrator must update
20 the recipients' mailing addresses using the National Change of Address Database.

21 4.4.2. The Administrator must conduct a Class Member Address Search for all other
22 Class Members whose checks are returned undelivered without a USPS forwarding
23 address. Within 7 days of receiving a returned check the Administrator must re-
24 mail checks to the USPS forwarding address provided or to an address ascertained
25 through the Class Member Address Search. The Administrator need not take
26 further steps to deliver checks to Class Members whose re-mailed checks are
27 returned as undelivered. The Administrator shall promptly send a replacement
28 check to any Class Member whose original check was lost or misplaced, requested

by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure § 384(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.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release. Plaintiff 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 that occurred during the Class Period, 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 and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, and Plaintiff's PAGA Notice. ("Plaintiff's Release") Plaintiff's 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, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true, but agrees, nonetheless, that Plaintiff's Release shall be and remain

effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff 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.

5.2. Release by Participating Class Members: 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 from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees 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.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all

documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a “not to exceed” bid from the Administrator for administering the Settlement; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, and the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel will submit this Agreement, which sets forth the terms of the Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it will not oppose Plaintiff’s motion for preliminary approval or delay the hearing thereon.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, 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

1 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to
2 modify the Agreement and otherwise satisfy the Court's concerns.

3 **7. SETTLEMENT ADMINISTRATION.**

4 7.1. Selection of Administrator. The Parties have jointly selected to serve as the Administrator
5 and verified that, as a condition of appointment, CPT Group, Inc., agrees to be bound by
6 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in
7 exchange for payment of Administration Expenses. The Parties and their Counsel
8 represent that they have no interest or relationship, financial or otherwise, with the
9 Administrator other than a professional relationship arising out of prior experiences
10 administering settlements.

11 7.2. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
12 the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation
13 section 468B-1.

14 7.3. Notice to Class Members.

15 7.3.1. No later than three (3) business days after receipt of the Class Data, the
16 Administrator shall notify Class Counsel that the list has been received and state
17 the number of Class Members, PAGA Members, Workweeks, and Pay Periods in
18 the Class Data.

19 7.3.2. Using best efforts to perform as soon as possible, and in no event later than 14 days
20 after receiving the Class Data, the Administrator will send to all Class Members
21 identified in the Class Data, via first-class United States Postal Service ("USPS")
22 mail, the Class Notice with Spanish translation substantially in the form attached to
23 this Agreement as Exhibit A. The first page of the Class Notice shall prominently
24 estimate the dollar amounts of any Individual Class Payment and/or Individual
25 PAGA Payment payable to the Class Member, and the number of Workweeks and
26 PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing
27 Class Notices, the Administrator shall update Class Member addresses using the
28 National Change of Address database.

7.3.3. 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.

7.3.4. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 60 days 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.

7.3.5. Class Members and PAGA Group Members may contact the Settlement Administrator if they believe they should have been included in the Class Data or to dispute the number of Workweeks credited to each of them for the Class Period and/or PAGA Period (if applicable), as addressed in 7.6 below.

7.4. Requests for Exclusion (Opt-Outs).

7.4.1. 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 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the 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.

7.4.2. The Administrator may not reject a Request for Exclusion as invalid because it

1 fails to contain all the information specified in the Class Notice. The Administrator
2 shall accept any Request for Exclusion as valid if the Administrator can reasonably
3 ascertain the identity of the person as a Class Member and the Class Member's
4 desire to be excluded. The Administrator's determination shall be final and not
5 appealable or otherwise susceptible to challenge. If the Administrator has reason to
6 question the authenticity of a Request for Exclusion, the Administrator may
7 demand additional proof of the Class Member's identity. The Administrator's
8 determination of authenticity shall be final and not appealable or otherwise
9 susceptible to challenge.

10 7.4.3. Every Class Member who does not submit a timely and valid Request for
11 Exclusion is deemed to be a Participating Class Member under this Agreement,
12 entitled to all benefits and bound by all terms and conditions of the Settlement,
13 including the Participating Class Members' Releases under Paragraphs 5.2 of this
14 Agreement, regardless whether the Participating Class Member actually receives
15 the Class Notice or objects to the Settlement.

16 7.4.4. Every Class Member who submits a valid and timely Request for Exclusion is a
17 Non-Participating Class Member and shall not receive an Individual Class
18 Payment or have the right to object to the class action components of the
19 Settlement. Because future PAGA claims are subject to claim preclusion upon
20 entry of the Judgment, Non-Participating Class Members who are Aggrieved
21 Employees are deemed to release the claims identified in Paragraph 5.3 of this
22 Agreement and are eligible for an Individual PAGA Payment.

23 7.5. Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the
24 Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
25 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay
26 Periods (if any) allocated to the Class Member in the Class Notice. The Class Member
27 may challenge the allocation by communicating with the Administrator by submitting a
28 written letter disputing the pre-printed information on the Class Notice as to the

number of Workweeks credited to them, which should: (a) contain the case name and number of the Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) clearly state that the Class Member disputes of the number of Workweeks credited to him or her and what he or she contends is the correct number to be credited to him or her; (d) attach any documentation that he or she has to support the dispute; and (e) be submitted by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a dispute has been timely submitted. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks 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 Workweeks and/or 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 Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.6. Objections to Settlement.

7.6.1. Only Participating Class Members may object 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 Expenses Payment and/or Class Representative Service Payment.

7.6.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail which should: (a) contain the case name and number of the Class Action; (b) contain the Class Member's full name, signature, address, telephone number, and last four (4) digits of Social Security Number; (c) contain a written statement of all grounds for the objection accompanied by any legal and

1 factual support for such objection; (d) contain copies of any papers, briefs, or other
2 documents upon which the objection is based; and (e) be submitted by mail to the
3 Settlement Administrator at the specified address, postmarked on or before the
4 Response Deadline. In the alternative, Participating Class Members may appear in
5 Court (or hire an attorney to appear in Court) to present verbal objections at the
6 Final Approval Hearing.

7 7.6.3. Non-Participating Class Members have no right to object to any of the class action
8 components of the Settlement.

9 7.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
10 performed or observed by the Administrator contained in this Agreement or otherwise.

11 7.7.1. Website, Email Address and Toll-Free Number. The Administrator will establish
12 and maintain and use an internet website to post information of interest to Class
13 Members including the date, time and location for the Final Approval Hearing and
14 copies of the Settlement Agreement, Motion for Preliminary Approval, the
15 Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion
16 for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and
17 Class Representative Service Payment, the Final Approval and the Judgment. The
18 Administrator will also maintain and monitor an email address and a toll-free
19 telephone number to receive Class Member calls, faxes and emails.

20 7.7.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
21 promptly review on a rolling basis Requests for Exclusion to ascertain their
22 validity. Not later than 5 days after the expiration of the deadline for submitting
23 Requests for Exclusion, the Administrator shall email a list to Class Counsel and
24 Defense Counsel containing the names and other identifying information of Class
25 Members who have timely submitted valid Requests for Exclusion ("Exclusion
26 List").

27 7.7.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
28 reports to Class Counsel and Defense Counsel that, among other things, 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 Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.7.4. Workweek and/or 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 Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.7.5. Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff 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.

7.7.6. 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, the

1 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a
2 signed declaration suitable for filing in Court attesting to its disbursement of all
3 payments required under this Agreement. Class Counsel is responsible for filing
4 the Administrator's declaration in Court.

5 **8. CLASS SIZE ESTIMATES ESCALATOR CLAUSE.** Based on its records, Defendant
6 estimates that, as of September 4, 2025, there are 120 class members and 6,871 Workweeks during
7 the Class period. In the event the number of Workweeks during the Class Period increases by more
8 than ten percent (10%), or an additional 687 Workweeks, then the Defendant shall have the option
9 of (a) increasing the GSA by the percentage increase in the number of work weeks worked by
10 class members above 10% (e.g., if the number of work weeks increases by 11%, the Gross
11 Settlement Amount will increase by 1%); or (b) rolling back the end of the Class Release Periods
12 to the date in which 7,558 workweeks is met. Defendant shall confirm such option no later than
13 December 12, 2025. Defendant has made it's election by agreeing to roll back the Class Release
14 Period to September 27, 2025, which is reflected in this agreement.

1 **9. DEFENDANT’S RIGHT TO WITHDRAW.** If the number of valid Requests for
2 Exclusion identified in the Exclusion List exceeds 10 % of the total of all Class Members,
3 Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that,
4 if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever,
5 and that neither Party will have any further obligation to perform under this Agreement; provided,
6 however, Defendant will remain responsible for paying all Settlement Administration Expenses
7 incurred to that point. Defendant must notify Class Counsel and the Court of its election to
8 withdraw not later than seven days after the Administrator sends the final Exclusion List to
9 Defense Counsel; late elections will have no effect.

10 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
11 Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement
12 that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd.
13 (l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final
14 Approval”). Plaintiff shall provide drafts of these documents to Defense Counsel not later than
15 seven (7) business days prior to filing the Motion for Final Approval. Defendant must provide
16 edits, if any, to Plaintiff three (3) business days after receiving such documents. Class Counsel and
17 Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith,
18 to resolve any disagreements concerning the Motion for Final Approval.

19 10.1. Response to Objections. Each Party retains the right to respond to any objection raised by
20 a Participating Class Member, including the right to file responsive documents in Court
21 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

22 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
23 Approval on any material change to the Settlement (including, but not limited to, the scope
24 of release to be granted by Class Members), the Parties will expeditiously work together in
25 good faith to address the Court’s concerns by revising the Agreement as necessary to
26 obtain Final Approval. The Court’s decision to award less than the amounts requested for
27 the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel
28 Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute

a material modification to the Agreement within the meaning of this paragraph.

10.3. Continuing Jurisdiction of the Court. The Parties agree that, 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating 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 suspended 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.

10.5. 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 nevertheless 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.

11. **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.

12. **ADDITIONAL PROVISIONS.**

12.1. **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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. 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, Defendant reserves the right to contest certification of any class for any reasons, and Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. 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).

12.2. **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, Defendant 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 the other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendant 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.

12.3. 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.

12.4. 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.

12.5. 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.

12.6. Cooperation. The Parties and their counsel will cooperate with each other 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 a mediator and/or the Court for resolution.

12.7. 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.

12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant 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.

12.9. 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 their representatives, and approved by the Court.

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

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

12.12. 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.

12.13. 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.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant 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, Plaintiff 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 destructions, of Class Data.

12.15. 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.

12.16. 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.

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

To Plaintiff:

Kane Moon (SBN 249834)
 kmoon@moonlawgroup.com
 Allen Feghali (SBN 301080)
 afeghali@moonlawgroup.com
 Hyunjin Kim (SBN_345518)
 hkim@moonlawgroup.com
 MOON LAW GROUP, PC
 725 South Figueroa St., 31st Floor
 Los Angeles, CA 90017
 Telephone: (213) 232-3128
 Facsimile: (213) 232-3125

To Defendant:

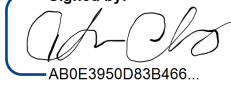
NISHA VERMA (Bar No. 284130)
 verma.nisha@dorsey.com
 HANNAH GREEN (Bar No. 340010)
 green.hannah@dorsey.com
 DORSEY & WHITNEY LLP
 600 Anton Boulevard, Suite 2000
 Costa Mesa, California 92626-7655
 Telephone: (714) 800-1400
 Facsimile: (714) 800-1499

12.18. 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.

12.19. 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 upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

Plaintiff & Class Representative:

Dated: 4/16/2026

Signed by:

 AB0E3950D83B466...
 By: _____
 Claudia Chavez

Plaintiff's Counsel:

Dated: 4/16/2026

MOON LAW GROUP, PC

 By: _____
 Kane Moon
 Allen Feghali
 Hyunjin Kim
 Attorneys for Plaintiff

1 **Defendant:**

2 Dated: April 23, 2026

Orange County's United Way

3 By: Jeegisha Panchal

4 _____
Print Name

Signed by:

5 

6 4C17DD40E843448...

Signature

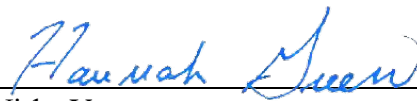
7 CFO

8 _____
Title

9 **Defendant's Counsel:**

10 Dated: April 23, 2026

DORSEY & WHITNEY LLP

11 By: 

12 Nisha Verma

13 Hannah R. Green

14 Attorneys for Defendant