

CLASS ACTION SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action Settlement Agreement (“Agreement”) is made by and between Plaintiffs Daniel Umanzor, Tonie Montoya Rodarte, and Melissa Pazmino (“Plaintiffs”) and Defendant The Regents of the University of California (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiffs’ lawsuit alleging a failure to pay COVID worker retention payments against Defendant captioned *Umanzor, et al. v. Regents of the University of California*, Alameda County Superior Court Case No. 23CV031250, filed on April 14, 2023 and transferred to Los Angeles County Superior Court at Case No. 23STCV20460.
- 1.2. “Administrator” means APEX Class Action Administration, 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 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. The Administration Expenses Payment shall not exceed \$15,000. The Administration Expenses Payment shall be in addition to the Gross Settlement Amount. In the event the Administration Expenses Payment is less than \$15,000, none of the remainder shall revert to the Gross Settlement Amount, as the Administration Expenses Payment is separate from the Gross Settlement Amount.
- 1.4. “Class” means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit (“CX Unit”) who worked 100 or more hours in a Qualifying Facility from July 30, 2022 to October 28, 2022 (the “Class Period”), who continued to work onsite through November 28, 2022, and who did not previously receive a Hospital and Skilled Nursing Facility COVID-19 Worker Retention Pay (“WRP”) pursuant to Labor Code sections 1491, 1492, and 1493. The Class is divided between Full-Time Class Members and Part-Time Class Members. There are approximately 443 Class Members.
- 1.5. “Class Counsel” refers to Susan K. Garea and Sarah S. Kanbar of Beeson, Tayer & Bodine, APC.
- 1.6. “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. Class Counsel may apply to the Court for attorneys’ fees in an amount up to \$75,000.00, according to proof. Class Counsel may apply to the Court for actual costs and expenses in an amount up to \$10,000.00, according to proof. The Class Counsel Fees

Payment and Class Counsel Litigation Expenses Payment shall be in addition to the Gross Settlement Amount. In the event the Class Counsel Fees Payment awarded is less than \$75,000, and/or the Class Counsel Litigation Expenses Payment awarded is less than \$10,000, none of the remainder shall revert to the Gross Settlement Amount, as the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment are separate from the Gross Settlement Amount.

- 1.7. “Class Data” means Class Member identifying information in The Regents’ possession including the Class Member’s name, last-known mailing address, Social Security number, the total number of hours worked on-site at a Qualifying Facility during the Class Period, and whether the Class Member was full-time or part-time during the Class Period.
- 1.8. “Class Member” means a member of the Class, as either a Participating Full-Time or Part-Time Class Member or Non-Participating Class Member.
- 1.9. “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.
- 1.10. “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, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.11. “Class Period” means July 30, 2022 to November 28, 2022.
- 1.12. “Class Representative(s)” refers to Daniel Umanzor, Tonie Montoya Rodarte and Melissa Pazmino, the named Plaintiffs in the operative complaint in the Action seeking Court approval to serve as Class Representatives. The Class Representative Service Payment may not exceed \$1,000 per plaintiff, for a total of \$3,000. The Class Representative Service Payments shall be in addition to the Gross Settlement Amount. In the event the Class Representative Service Payment awarded is less than \$1,000 per plaintiff, none of the remainder shall revert to the Gross Settlement Amount, as the Class Representative Service Payments are separate from the Gross Settlement Amount.
- 1.13. “Class Representative Service Payments” means the payment to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14. “Court” means the Superior Court of California, County of Los Angeles.
- 1.15. “Defense Counsel” means Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
- 1.16. “Effective Date” means the date by when both of the following have occurred: (a) the

Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

- 1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement, including any continuation thereof.
- 1.19. “Final Judgment” means the Judgment entered by the Court upon Granting Final Approval of the Settlement.
- 1.20. “Full-Time Class Member” means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked 400 or more hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP. There are 370 Full-Time Class Members.
- 1.21. “Gross Settlement Amount” means \$646,250.00. The Gross Settlement Amount will be used to pay Individual Class Payments, Class Counsel Fees, Class Counsel Litigation Expenses, the Class Representative Service Payments, and the Administrator’s Expenses are payable in addition to the Gross Settlement Amount up to a total amount, as awarded by the Court, and not to exceed \$103,000.
- 1.22. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Gross Settlement Amount.
- 1.23. “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.
- 1.24. “Operative Complaint” means Plaintiffs’ Class Action Complaint filed in Alameda County Superior Court Case No. 23CV031250, on April 14, 2023, and transferred to Los Angeles County Superior Court at Case No. 23STCV20460.
- 1.25. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.26. “Part-Time Class Member” means all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked between 100-399 hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP. There are 73 Part Time Class Members.

- 1.27. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.28. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval of the Class Action Settlement.
- 1.29. “Qualifying Facility” means (1) a general acute care hospital per Section 1250(a) of the Health & Safety Code; (2) an acute psychiatric hospital per Section 1250(b) of the Health & Safety Code; (3) a skilled nursing facility per Section 1250(c) of the Health & Safety Code; (4) a clinical organized under Section 1206 of the Health & Safety Code; (5) a clinic organized under sections (b), (d) or (r) under Section 1206 of the Health & Safety Code; (6) a physician organization at is part of a fully integrated delivery system that includes a physician organization, health facility or health system, and a nonprofit health care service plan that provides medical services to enrollees in a specific geographic region of the state through an affiliate hospital system; and (7) designated public hospital system that is comprised of a designated public hospital, as defined in subdivision (f) of Section 14184.10 of the Welfare and Institutions Code.
- 1.30. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.31. “Released Parties” means: Defendant and each of its insurers, affiliates, affiliated entities (including UCLA and UCLA Health), predecessors, successors, assigns, employees, officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-attorney, and any individual or entity that could be jointly liable with Defendant.
- 1.32. “Request for Exclusion” means a Class Member’s written request to be excluded from the Class Settlement, timely submitted and signed by the Class Member.
- 1.33. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members and will be the last date on which Class Members may: (a) mail, fax, or email Requests for Exclusion from the Settlement, or (b) mail, fax, or email his or her objection to the Settlement. Class Members to whom the Administrator resends Notice Packets after having been returned undeliverable will have an additional 14 calendar days beyond the date the Response Deadline has expired.
- 1.34. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On April 14, 2023, Plaintiffs commenced the Action by filing a class action against Defendant in the Alameda County Superior Court. On August 25, 2023, the Action was transferred to the Los Angeles County Superior Court.

- 2.2. Plaintiffs allege a claim for failure to provide retention payments pursuant to Labor Code sections 1491, 1492, and 1493. 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 asserted in the Operative Complaint.
- 2.3. On October 1, 2024, the Parties participated in an all-day mediation presided over by Kevin Barnes, which ultimately led to resolution of the Action and an agreement on the Gross Settlement Amount set forth above for Class Members.
- 2.4. After the Parties agreed to the above Gross Settlement Amount, the Parties subsequently negotiated and agreed to settle the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment for the maximum amounts set forth above. Together, the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment total a maximum sum of \$103,000, subject to Court approval, broken down as follows: (a) up to a maximum \$75,000 for the Class Counsel Fees Payment, (b) up to a maximum \$10,000 for the Class Counsel Litigation Expenses Payment, (c) up to a maximum \$15,000 for the Administration Expenses Payment, and (d) up to a maximum \$3,000 for the Class Representative Service Payments.
- 2.5. Prior to mediation, Plaintiffs obtained data regarding the Class Members, which included their dates of employment, job title, facility location, hours worked, and retention payments received (if any) during the relevant period. Plaintiffs' 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*").
- 2.6. The Court has not granted class certification in this Action.
- 2.7. 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.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 7.9 below, Defendant agrees to pay \$646,250.00 and no more as the Gross Settlement Amount. Defendant will separately pay any and all employer-side payroll taxes attributable to the Individual Class Payments, if necessary. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 3.2. Payments in addition to Gross Settlement Amount. In addition to the Gross Settlement

Amount, the Administrator will make the following payments, in the amounts specified by the Court in the Final Approval Order:

- 3.2.1. To Plaintiffs: A Class Representative Service Payment to each Plaintiff in an amount of up to One Thousand Dollars and Zero cents (\$1,000.00), for a total of \$3,000.00 in Class Representative Service Payments for all Plaintiffs. The Class Representative Service Payments shall be paid to Plaintiffs in addition to any Individual Class Payment that the Class Representative is entitled to receive as a Participating Class Member. Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Representative Service Payments less than the amount requested, none of the remainder shall revert to the Gross Settlement Amount, as the Class Representative Service Payments are separate from the Gross Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.
- 3.2.2. To Class Counsel: A Class Counsel Fees Payment in an amount not to exceed \$75,000.00, subject to Court approval and subject to proof, plus a Class Counsel Litigation Expenses Payment in an amount not to exceed \$10,000.00, subject to Court approval and subject to proof. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will seek approval of these amounts in connection with the Final Approval motion. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, none of the remainder shall revert to the Gross Settlement Amount, as these payments are separate from the Gross Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$15,000.00. If the Court approves an Administrator Expenses Payment less than the amount requested, none of the remainder shall revert to the Gross Settlement Amount, as the Administrator Expenses Payment is separate from the Gross Settlement Amount.

- 3.2.4. To Each Participating Class Member: An Individual Class Payment is calculated based on hours worked at a Qualifying Facility during the Class Period as follows: Part-Time Class Members will receive an Individual Class Payment of \$1,250. Full-Time-Time Class Members will receive an Individual Class Payment of \$1,500.
- 3.2.5. Tax Allocation of Individual Class Payments: 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 50% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest, liquidated damages, and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
- 3.2.6. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. Any amounts equal to the Individual Class Payments to which Non-Participating Class Members may have otherwise been entitled shall remain in the Gross Settlement Amount for distribution to Participating Class Members on a *pro rata* basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Class Data. Not later than twenty-one (21) days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. The Administrator shall not share the Class Data with either Plaintiffs or Class Counsel unless expressly approved by Defendant and Defense Counsel, or if a Class Member requests that their personal data be shared with Class Counsel. 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. Defendant has a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted a Class Member's identifying information and to provide corrected or updated Class Data 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.
- 4.2. Funding of Gross Settlement Amount and Other Payments. Defendant shall fully fund the Gross Settlement Amount, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and also fund the amounts necessary to fully pay Defendant's share of

payroll taxes, if necessary, by transmitting the funds to the Administrator no later than sixty (60) days after the Effective Date.

- 4.3. Payments from the Gross Settlement Amount. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.
 - 4.3.1. The Administrator will issue checks for the Individual Class Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (i.e., 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks that remain uncashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database and conduct an Accurint or substantially similar skip trace.
 - 4.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 calendar days of receiving a returned check, the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.3.3. For any Class Member whose Individual Class 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 Section 384, subd. (b).
 - 4.3.4. The payment of Individual Class 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, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, 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. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Defendant from all claims, transactions, or occurrences, including (a) all claims that were, or reasonably could have been, alleged arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any amendments in this Action ("Plaintiffs' Release.") Plaintiffs' 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. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1. Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish 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 any claims, grievances, wages, payments, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any amendments, including all claims for failure to provide worker retention payments pursuant to Labor Code § 1491, *et seq.* Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Non-Participating Class Members are not included in this release.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs shall prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”).

- 6.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and email to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a memorandum in support of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar*; (ii) a draft proposed Order Granting Preliminary Approval of the Settlement; (iii) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and (vi) all facts relevant to any actual conflict of interest with Class Members and the Administrator.
- 6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously obtaining a prompt hearing date for the Motion for Preliminary Approval; filing the Motion for Preliminary Approval in advance of the hearing; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Preliminary Approval to the Administrator.
- 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 together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected APEX Class Action Administration to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings, if necessary, and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury

Regulation section 468B-1.

7.4. Notice to Class Members.

- 7.4.1. No later than five (5) 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 and the Estimated Individual Class Payment amount based on whether the Class Member was a Full-Time or Part-Time during the Class Period.
- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice, substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database and an Accurant or substantially similar skip trace.
- 7.4.3. Not later than three (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 the Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.4. The deadlines for Class Members’ written objections, Challenges to the Estimated Class Payment amount, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the Response Deadline 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.
- 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) days after receipt of Class Notice, or the Response Deadline, whichever is later.

7.5. Requests for Exclusion (Opt-Outs).

- 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by mail, fax, or email, a signed written Request for Exclusion not later than forty-five (45) 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 telephone number, and must be signed and dated by the Class Member or his or her legal representative. To be valid, a Request for Exclusion must be timely postmarked, faxed, or emailed by the Response Deadline.
- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraph 5.2 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. 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.

- 7.6. Challenges to Calculation of Individual Class Payment. Each Class Member will have forty-five (45) days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the Individual Class Payment allocated to the Class Member in the Class Notice (i.e., whether the individual is a Full-Time or Part-Time Class Member). The Class Member may challenge the allocation by communicating with the Administrator via mail, fax, or email. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Individual Class Payment contained

in the Class Notice is correct so long as the payment is consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Individual Class Payment will be final and not appealable or otherwise susceptible to challenge. The Administrator will promptly provide copies of all challenges to calculation of the Individual Class Payment to Defense Counsel and Class Counsel (with identifying information other than names redacted) and the Administrator's determination of the challenges.

7.7. Objections to Settlement.

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

7.7.2. Participating Class Members may send written objections to the Administrator by mail, fax, or email at the addresses listed in the Notice Packet. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than forty-five (45) days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will email a list to Class Counsel and Defense Counsel containing the names and other identifying

information (not contact information) of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); the names and other identifying information (not contact information) of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid), with contact information redacted.

- 7.8.3. Weekly Reports. The Administrator will provide written reports to Class Counsel and Defense Counsel on a weekly basis 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 estimated Individual Class Payment Amounts received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.
- 7.8.4. Individual Class Payment 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 Individual Class Payments. The Administrator’s decision will be final and not appealable or otherwise susceptible to challenge.
- 7.8.5. Administrator’s Declaration. Not later than fourteen (14) days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator shall provide Class Counsel and Defendant’s 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.
- 7.8.6. Final Report by Settlement Administrator. Within ten (10) days after the Administrator disburses all funds in the Gross Settlement Amount, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Administration Expenses Payment, 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 fifteen (15) days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s

declaration in Court.

- 7.9. **CLASS SIZE ESTIMATES:** The Parties agree that based on Defendant's records, during the Class Period (i.e., from July 30, 2022 through October 28, 2022), there were 370 Full-Time Class Members and 73 Part-Time Class Members. In the event there are additional Class Members who meet the requirements under the Class Definition not previously identified, Defendant may elect, but is not obligated, to increase the Gross Settlement Amount on a *pro rata* basis (i.e. if a Full-Time Class Member is identified, the Gross Settlement Amount may be increased by \$1,500; if a Part-Time Class Member is identified, the Gross Settlement Amount may be increased by \$1,250.)
8. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 7.5% of the total of all Class Members, Defendant may elect, but is not obligated, to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement will 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 Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than ten (10) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
9. **MOTION FOR FINAL APPROVAL.** Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement, a Proposed Final Approval Order and a proposed Judgment (collectively, "Motion for Final Approval"). Plaintiffs will provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval
10. **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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court
- 10.1. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.2. 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.

- 10.3. 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 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 Gross Settlement Amount.
- 10.4. 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 Payments, Administrator Expenses 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 or Class Certification 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 Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that class certification is for purposes of this Settlement only. If, for any reason the Court does not 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 Plaintiffs reserve 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. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they 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 (although neither the Parties nor their Counsel are presently aware of any 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 notify each other Party of any judicial or agency order or subpoena seeking such information. Plaintiffs, 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 with 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 Plaintiffs 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 Plaintiffs, 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 by an express written instrument signed by counsel for all Parties, 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 this 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. Code § 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.
- 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: Beeson, Tayer & Bodine APC
Susan K. Garea
sgarea@beesontayer.com
Sarah S. Kanbar
skanbar@beesontayer.com
492 9th Street, Suite 350
Oakland, CA 94607-3865
Telephone: 510-625-9700
Facsimile: 510-625-8275

To Defendant: Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Jesse C. Ferrantella
jesse.ferrantella@ogletree.com
Keenan P. O’Connor
keenan.oconnor@ogletree.com
4660 La Jolla Village Drive Suite 900
San Diego, California 92122

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., 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 the litigation in this Action shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree upon the signing of this Agreement, pursuant to Code of Civil Procedure section 583.330, to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process, whether through final approval and judgment or the Court’s complete and final rejection of this settlement.

DATED: 07/11/2025, 2025

By *Daniel Umanzor*
Plaintiff Daniel Umanzor

DATED: 07/14/2025, 2025

By *Tonie Montoya*
Plaintiff Tonie Montoya Rodarte

DATED: 07/14/2025, 2025

By *Melissa Pazmino*
Plaintiff Melissa Pazmino

DATED: 11-Jul-2025, 2025

By ^{Signed by:} *Carol Lynn Thompson*
1FED85134EA4440...
Office of the General Counsel, UC Office of the President

On behalf of Defendant The Regents of the University of California

DATED: July 11, 2025

By *[Signature]*
Beeson, Tayer & Bodine
Susan K. Garea
Sarah S. Kanbar
Attorneys for Plaintiffs

DATED: July 11, 2025

By *[Signature]*
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
Jesse C. Ferrantella
Keenan P. O'Connor
Attorneys for Defendant
The Regents of the University of California

EXHIBIT A

COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL

Umanzor, et al. v. The Regents of the University of California
Los Angeles County Superior Court Case Number: 23STCV20460

The Superior Court of the State of California, County of Los Angeles authorized this Notice. It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

Please read this notice carefully. Your legal rights are affected whether you act or not.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against The Regents of the University of California (“Defendant”) for alleged Labor Code violations. The Action was filed by employees of Defendant, Daniel Umanzor, Tonie Montoya Rodarte, and Melissa Pazmino (“Plaintiffs”), and seeks relief for a class of all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit (“CX Unit”) who worked 100 or more hours in a Qualifying Facility from July 30, 2022 to October 28, 2022 (the “Class Period”), who continued to work onsite through November 28, 2022, and who did not previously receive a Hospital and Skilled Nursing Facility COVID-19 Worker Retention Pay (“WRP”) pursuant to Labor Code sections 1491, 1492, and 1493.

Based on the number of hours you worked in a Qualifying Facility from July 30, 2022 to October 28, 2022, **your Individual Class Payment is estimated to be \$ADD.**

Employees who worked 400 or more hours onsite at a Qualifying Facility during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed “Full-Time Class Members” and eligible for a payment of \$1,500.

Employees who worked between 100 and 399 hours onsite at a Qualifying Facility during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed “Part-Time Class Members” and eligible for a payment of \$1,250

The above estimated payment is based on Defendant’s records showing that **you worked ADD hours at a Qualifying Facility from July 30, 2022 to October 28, 2022 (the “Class Period”), which is ABOVE 400 HOUR THRESHOLD or which FALLS BETWEEN 100 TO 399 HOUR THRESHOLD.** If you believe that you worked more hours onsite at a qualifying facility during the Class Period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

1. **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert Class Period claims Defendant.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period claims against Defendant.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

<p>You Do Not Have to Do Anything to Participate in the Settlement</p>	<p>If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendant that are covered by this Settlement (Released Claims).</p>
<p>You Can Opt-out of the Class Settlement</p> <p>The Opt-out Deadline is DATE</p>	<p>If you do not want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. <u>Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.</u></p>
<p>Participating Class Members Can Object to the Class Settlement</p> <p>Written Objections Must be Submitted by DATE</p>	<p>All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement.</p> <p>The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. See Section 7 of this Notice.</p>
<p>You Can Participate in the Final Approval Hearing</p>	<p>The Court’s Final Approval Hearing is scheduled to take place on DATE. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.</p>
<p>You Can Challenge the Calculation of Individual Class Payment</p>	<p>The amount of your Individual Class Payment depends on how many hours you worked in a Qualifying Facility from July 30, 2022 to October 28, 2022 (the “Class Period”). Individuals who worked 400 or more hours onsite at a Qualifying Facility</p>

<p>Written Challenges Must be Submitted by DATE</p>	<p>during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed “Full-Time Class Members” and eligible for a payment of \$1,500. Individuals who worked between 100 and 399 hours onsite at a Qualifying Facility during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed “Part-Time Class Members” and eligible for a payment of \$1,250. The number of hours you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with this number, you may challenge it by DATE. See Section 4 of this Notice.</p>
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1. WHAT IS THE ACTION ABOUT?

Plaintiffs are non-managerial UCLA Health employees who were members of the Clerical and Allied Service Workers Bargaining Unit (“CX Unit”) from July 30, 2022 to November 28, 2022. Plaintiffs allege Defendant failed to provide eligible employees with the Hospital and Skilled Nursing Facility COVID-19 Worker Retention Pay (“WRP”) pursuant to Labor Code sections 1491, 1492, and 1493. Plaintiffs are represented by the following attorneys in the Action: Susan K. Garea and Sarah S. Kanbar of Beeson, Tayer & Bodine, APC (“Class Counsel”).

Defendant strongly denies the allegations in the Complaint and contends it complied with all applicable laws.

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

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

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

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$646,250.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the

Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments. Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 60 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Additional Payments. Plaintiffs and Defendant subsequently negotiated and agreed to resolve the amounts for Class Counsel's attorney fees and costs, and other expenses. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following additional payments, the amounts of which will be decided by the Court at the Final Approval Hearing.
 - a. Up to \$75,000.00 to Class Counsel for attorneys' fees and up to \$10,000.00 for their litigation expenses. To date, Class Counsel has worked and incurred expenses on the Action without payment.
 - b. Up to \$1,000.00 to each Plaintiff as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. In connection with this Settlement, the Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment.
 - c. Up to \$15,000.00 to the Administrator, APEX Class Action Administration, for services administering the Settlement.
3. Distribution of Gross Settlement to Class Members. The Administrator will distribute the Gross Settlement by making Individual Class Payments to Participating Class Members based on the number of hours you worked in a Qualifying Facility from July 30, 2022 to October 28, 2022. Individuals who worked 400 or more hours onsite at a Qualifying Facility during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed "Full-Time Class Members" and eligible for a payment of \$1,500. Individuals who between 100 and 399 hours onsite at a Qualifying Facility during the Class Period, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP will be deemed "Part-Time Class Members" and eligible for a payment of \$1,250.
4. Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 50% of each Individual Class Payment to taxable wages ("Wage Portion") and 50% to interest and penalties ("Non-Wage Portion). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. You should consult the rules of the Fund for instructions on how to retrieve your money.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than **DATE**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant and Released Parties.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
8. Administrator. The Court has appointed a neutral company, APEX Class Action Administration (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges Individual Settlement Payments, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in **Section 9** of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant based on the claims resolved by this Settlement.

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

- 12.20. 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 any claims, grievances, wages, payments, premiums, fringes, liquidated damages, or penalties alleged or that could have been alleged against Released Parties arising out of the facts, circumstances, and primary rights at issue in the Operative Complaint and any amendments, including all claims for failure to provide worker retention payments pursuant to Labor Code § 1491, *et seq.*, Participating Class Members do not release any other claims, including claims

for vested benefits, wrongful termination, violation of the FEHA, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. Non-Participating Class Members are not included in this release.

4. **HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?**

1. **Individual Class Payments.** The Administrator will calculate Individual Class Payments by determining whether the Class Member was a Full-Time or Part-Time Class Member during the Class Period. For purposes of this settlement, a Full-Time Class Member is defined as all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked 400 or more hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP. A Part-Time Class Member is defined as all non-supervisory, non-managerial UCLA Health employees who were a member of the Clerical and Allied Service Workers Bargaining Unit who worked between 100-399 hours onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022, who continued to work onsite through November 28, 2022, and who did not previously receive a WRP.
2. **Individual Class Payment Challenges.** The number of hours you worked onsite in a Qualifying Facility from July 30, 2022 to October 28, 2022 as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** to challenge the number of hours credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. Note that even if you worked a different amount of hours, your Individual Class Payment may not change based on the formula above.

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

5. **HOW WILL I GET PAID?**

1. **Participating Class Members.** The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who does not opt-out).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Action as *Umanzor, et al. v. The Regents of the University of California* and include your identifying information (full name, address, telephone number, approximate dates of employment, and last four digits of your social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by DATE, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Payment stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as the Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [insert] or the Court's website at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel and/or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is DATE.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Umanzor, et al. v. The Regents of the University of California* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on DATE at TIME in Department 9 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision.

You can attend (or hire a lawyer to attend) either personally or virtually. Check the Court's website at <https://www.lacourt.org/> for the most current information.

It is possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's or Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiffs and Defendant have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator's website at [insert]. You can also call or email Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil> and entering the Case Number for the Action, Case No. 23STCV20460.

DO NOT TELEPHONE THE LOS ANGELES COUNTY SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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Facsimile: 510-625-8275

Settlement Administrator

[INSERT]

Address

Telephone:

Fax Number:

Email

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. Otherwise, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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