

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

JENNIFER JUAN, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

UNITED LAB SERVICES, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: CVRI2406552

*[Assigned for all purposes to the Hon. Harold W.
Hopp, Dept. 1]*

CLASS AND REPRESENTATIVE ACTION

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Action filed: filed earlier per MOU
Trial date: Not set

CLASS AND PAGA ACTION SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jennifer Juan (“Plaintiff”) and Defendant United Lab Services, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or each individually as “Party.”

1. DEFINITIONS.

1.1. “Action” means the lawsuit alleging wage and hour violations against United Lab Services, Inc. captioned *Jennifer Juan v. United Lab Services, Inc.*, Riverside County Superior Court Case No. CVRI2406552 initiated on November 19, 2024 alleging the following claims: (1) Failure to Pay Minimum Wages, (2) Failure to Pay Overtime, (3) Failure to Provide Meal Periods, (4) Failure to Authorize Rest Periods, (5) Failure to Indemnify Necessary Business Expenses, (6) Failure to Timely Pay Final Wages, (7) Failure to Provide Accurate Itemized Wage Statements, (8) Unfair Business Practices. The First Amended Complaint filed January 21, 2025, included a claim for Civil Rights Penalties under Labor Code Section 2699 et seq. pending in the Riverside County Superior Court

1.2. “Administrator” means APEX Class Action LLC, the neutral entity the Parties have agreed to appoint to administer the Settlement following a competitive bidding process, or such other settlement administrator as may be approved by the Court.

1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount for its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with seeking the Preliminary Approval Order.

1.4. “Aggrieved Employee” consists of all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California during the PAGA Period.

1.5. “Class” consists of all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California during the Class Period.

1.6. “Class Counsel” means Moon Law Group, PC.

- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Costs Payment” mean the amounts allocated to Class Counsel for payment of reasonable attorneys’ fees and reimbursement of actual expenses, respectively, incurred to prosecute the Actions.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession, including each individual’s full name, last-known mailing and/or e-mail address, Social Security Number, dates of employment, number of Workweeks, and number of PAGA Pay Periods.
- 1.9. “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). Excluded from the Settlement Class will be any Non-Participating Class Member.
- 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 and PAGA Action Settlement and Hearing Date for Final Court Approval, to be mailed by the Administrator to Class Members in the form, without material variation, attached as Exhibit A (the Notice), Exhibit B (Request for Exclusion Form) and Exhibit C (Objection Form).
- 1.12. “Class Period” means, for purposes of Settlement, the period from November 19, 2020, to March 21, 2026.
- 1.13. “Class Representative” means the named Plaintiff in the Actions who are seeking the Court’s appointment as the Class Representative.
- 1.14. “Class Representative Enhancement Award” means the payment to Plaintiff in exchange for a general release, and in recognition of having initiated the Action, provided services in support thereof, and incurred risks inherent in the role of named Plaintiff.
- 1.15. “Court” means the Superior Court of California, County of Riverside.
- 1.16. “Defendant” means United Lab Services, Inc., the named Defendant in the Actions.

1.17. “Defense Counsel” means Klinedinst PC.

1.18. “Effective Date” means the earlier of the following: (a) the date the Court grants the Final Approval Order, if no objections are asserted and no individual seeks to intervene in the matter; or (b) sixty-five (65) calendar days after the date of entry of the Final Approval Order, if any objections are asserted or any individual seeks to intervene in the matter but no appeal is filed; or (c) if a timely appeal is made, ten (10) business days after the final resolution of that appeal if the appeal is rejected or dismissed, the settlement is upheld, and the settlement approval order is no longer subject to further judicial review.

1.19. “Final Approval Order” 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. “Gross Settlement Amount” means the total amount Defendant agrees to resolve the Class and PAGA claims in the Actions, subject to any increase under the escalator clause provided at Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees and Litigation Costs Payments, the Class Representative Enhancement Award, and the Administration Expenses Payment. Separate and apart from the Gross Settlement Amount, Defendant agrees to pay its employer-share of payroll taxes owed on the Wage Portion of Individual Class Payments.

1.22. “Individual Class Payment” means a Participating Class Member’s pro rata share of the Net Settlement Amount as calculated by the Administrator according to the number of Workweeks worked by Participating Class Members during the Class Period.

“Individual PAGA Payment” means an Aggrieved Employee’s pro rata share of 35% of the PAGA Penalties as calculated by the Administrator according to the number of PAGA Pay Periods worked by Aggrieved Employees during the PAGA Period.

1.23. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled to the LWDA PAGA Payment.

1.24. “LWDA PAGA Payment” means sixty-five percent (65%) of the PAGA Penalties paid to

the LWDA under Labor Code Section 2699(i). The PAGA Payment shall be considered 100% penalties.

1.25. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in amounts as approved by the Court: Individual PAGA Payments, LWDA PAGA Payment, Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and Administration Expenses Payment. The remainder is to be paid to Participating Class Members through Individual Class Payments.

1.26. “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.

1.27. “Operative Complaint” means Plaintiff’s Second Amended Class and Representative Action Complaint.

1.28. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant in California at least one day during the PAGA Period.

1.29. “PAGA Period” means, for purposes of Settlement, the period from November 14, 2023, to March 21, 2026.

1.30. “PAGA” means the California Private Attorneys General Act, Lab. Code §§ 2698, *et seq.*

1.31. “PAGA Notices” mean Plaintiff’s letters dated November 14, 2024, January 25, 2024, providing notice to the LWDA of alleged Labor Code violations, and served on Defendant via certified mail, pursuant to Labor Code section 2699.3(a).

1.32. “PAGA Penalties” means \$30,000.00, the total amount to be paid from the Gross Settlement Amount in settlement of the Released PAGA Claims, allocated as thirty-five percent (35%) to the Aggrieved Employees (\$10,500.00) and sixty-five percent (65%) to the LWDA (\$19,500.00).

1.33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion.

1.34. “Plaintiff” mean Jennifer Juan, the named Plaintiffs in the Action.

1.35. “Preliminary Approval Order” means the Court’s order granting preliminary approval of the Settlement.

- 1.36. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.37. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.38. “Released Parties” means Defendant and each of its former and present parent, affiliates, divisions, joint ventures; members; employees, agents; managing agents; benefit plans/administrators; payroll companies/PEOs; directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries.
- 1.39. “Request for Exclusion” means a Class Member’s submission to the Administrator of a signed, written request to be excluded from the Class portion of the Settlement postmarked by the Response Deadline. Class Members and Aggrieved employees cannot request exclusion from the PAGA portion of the Settlement.
- 1.40. “Response Deadline” means forty-five (45) calendar days after the Administrator mails the Class Notice to Class Members and shall be the last date on which Class Members may postmark any (a) Requests for Exclusion, (b) written Objections, or (c) disputes regarding the calculation of Workweeks and/or PAGA Pay Periods. Class Members to whom their initial Class Notice is resent after having been returned as undeliverable to the Administrator shall have an additional fourteen (14) calendar days beyond the Response Deadline.
- 1.41. “Settlement” means the disposition of the Actions effected by this Agreement and entry of the Final Approval Order and Judgment.
- 1.42. “Workweek” means any workweek during which a Class Member worked for Defendant in California at least one day during the Class Period.

2. **RECITALS**

- 2.1. On November 19, 2024, Plaintiff initiated a lawsuit alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify

Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*].

2.2. Pursuant to California Labor Code section 2699.3(a), Plaintiff gave timely written notice to Defendant and the LWDA of the allegations in the Action via Plaintiff's' PAGA Notices. The administrative exhaustion period under PAGA expired without any notice from the LWDA of intent to investigate the allegations. On February 18, 2025, Plaintiff filed a First Amended Class and Representative Action Complaint ("FAC") to allege a cause of action under PAGA. Pursuant to PAGA, Plaintiff subsequently submitted a conformed copy of the FAC to the LWDA, containing the Court-assigned case number. To date, the LWDA has not sought to intervene in the Actions.

2.3. On January 20, 2026, the Parties participated in a mediation with Marc Feder, Esq., an experienced and neutral class and PAGA action mediation. The Parties subsequently reached an agreement for a resolution of the Action, as memorialized in this Agreement in a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

2.4. For mediation, Plaintiff obtained from Defendant, through informal but extensive discovery, information sufficient to meaningfully evaluate the claims at issue in the Action. The discovery included Plaintiff's personnel file, written documents regarding Defendant's wage-and-hour policies and practices in effect during the Class Period, time and pay data for a sample of all Class Members, and demographic data for all Class Members. This investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 ("*Dunk/Kullar*"). As part of this evaluation, Class Counsel have conducted a diligent and thorough investigation into the facts and claims alleged in the Action, including an extensive review and analysis of the discovery. Based on

their own independent investigation and evaluation, Plaintiff and Class Counsel are of the opinion that the Settlement and on the terms set forth in this Agreement is fair, reasonable, and adequate and in the best interest of the Class and the LWDA considering all known facts and circumstances, including the risk of significant delay, that Class claims may not be certified by the Court based on the defenses asserted by Defendant, and on numerous potential appellate issues.

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

2.6. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims and causes of action alleged in the Action. Defendant further denies that, for any purpose other than settling the Action, the Action are appropriate for class or representative treatment.

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. Subject to entry of the Court's Final Approval Order, Defendant agrees to pay \$320,000.00, subject to any increase under the escalator clause in Paragraph 8 below, as the Gross Settlement Amount, and to separately pay its employer-share of payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator shall disburse the entire Gross Settlement Amount without asking or requiring any Class Member to submit a claim as a condition of payment. None of the Gross Settlement Amount shall revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Enhancement Award to Plaintiff as the Class Representative of not more than \$7,500.00, in addition to the Individual Class and

PAGA Payments that Plaintiff is eligible to receive. As part of the motion for Class Counsel Attorneys' Fees and Litigation Costs Payments, Plaintiff will seek Court approval for the Class Representative Enhancement Award no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Enhancement Award less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount. The Administrator shall pay the Class Representative Enhancement Award using an IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on their Class Representative Enhancement Award.

3.2.2. To Class Counsel. A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, currently estimated to be \$106,666.66 and subject to potential increase under the escalator clause, and a Class Counsel Litigation Costs Payment of not more than \$20,000.00. Plaintiff and/or Class Counsel will file a motion for Class Counsel Attorneys' Fees and Litigation Costs Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves payments less than the amounts requested, the Administrator shall allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' counsel arising from any claim to any portion of any Class Counsel Attorneys' Fee Payment and/or Class Counsel Litigation Costs Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Costs Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for any taxes owed on the Class Counsel Attorneys' Fees and Litigation Costs Payments, and hold Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3. To the Administrator. An Administration Expenses Payment not to exceed \$8,750.00 except for a showing of good cause and as approved by the Court. To the extent actual expenses are less and/or the Court approves payment less than the

requested amount, the Administrator shall allocate the remainder to the Net Settlement Amount.

3.2.4. To Each Participating Class Member. Each Individual Class Payment shall be calculated by the Administrator 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 the number of Workweeks worked by each individual Participating Class Member.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on IRS W-2 Forms by the Administrator. The remaining eighty percent (80%) of each Participating Class Member's Individual Class Payment shall be allocated to settlement of claims for penalties and interest (the "Non-Wage Portion"). The Non-Wage Portion is not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees. PAGA Penalties in the total amount of \$30,000.00 to be paid from the Gross Settlement Amount, shall be distributed as sixty-five percent (65%) (\$19,500.00) to the LWDA through a LWDA PAGA Payment and thirty-five percent (35%) (\$10,500.00) to Aggrieved Employees through Individual PAGA Payments.

3.2.5.1. The Administrator shall calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' thirty-five percent (35%) share of PAGA Penalties by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee. Individual PAGA Payments shall be treated as one hundred percent (100%) penalties for tax purposes. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. Individual PAGA Payments are not subject to withholdings and shall be reported on IRS 1099 Forms by the Administrator.

3.2.5.2. If the Court approves an amount for PAGA Penalties less than the amount requested, the Administrator shall allocate the remainder to the Net Settlement Amount.

4. **SETTLEMENT FUNDING AND PAYMENTS**

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of Defendant's records, Defendant estimates that as of January 20, 2026, there are 376 Class Members who collectively worked a total of 6,567 Workweeks, and 248 Aggrieved Employees who worked a total 3,794 of PAGA Pay Periods.

4.2. Class Data. Not later than fourteen (14) calendar days after entry of the Court's Preliminary Approval Order, Defendant shall deliver the Class Data to the Administrator in the form of a Microsoft Excel spreadsheet, or such other form requested by the Administrator. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees of the Administrator who need access to effect and perform under this Agreement. If Defendant discovers that Class Data is incorrect, Defendant will provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. The Parties and their respective counsel shall expeditiously use best efforts, and in good faith, to reconstruct or otherwise resolve any issues related to missing or

omitted Class Data.

4.3. Settlement Funding. Within seven (7) calendar days of receipt of notice of the entry of the Court's Final Approval Order, the Administrator shall provide Defendant with the total amount of Defendant's employer-share of payroll taxes owed and the wiring and/or mailing instructions. Defendant will then fund the GSA and the employer's share of payroll taxes in two (2) equal installments, as follows:

4.3.1. First Installment Payment: The first payment of 50% of the GSA shall be made by December 31, 2026, or sixty (60) calendar days after final approval of the settlement by the Court, whichever date is later.

4.3.2. Second Instalment Payment: The second payment of 50% of the GSA plus the employer's share of payroll taxes shall be made 183 days after the first installment payment date. If the 183rd day falls on a weekend, the payment shall be made on the next business day.

4.4. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after receipt of each installment payment under the Settlement, the Administrator shall distribute the funds received from that installment by mailing checks for Individual Class Payments and Individual PAGA Payments on a pro rata basis. The Administrator shall allocate payments proportionally based on each installment.

4.4.1. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them via First Class United States Postal Service ("USPS") Mail with postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided (the "Void Date"). The Administrator shall send checks for Individual Class Payments to all Participating Class Members and checks for Individual PAGA Payments to all Aggrieved Employees (including Non-Participating Class Members who qualify as Aggrieved Employees), including to those for whom their Class Notice was returned undelivered. The Administrator may send Participating Class Members a single check combining their Individual Class

1 and PAGA Payments. Before mailing any checks, the Administrator must update
2 recipients' mailing addresses using the National Change of Address Database. The
3 Administrator shall disburse all Individual Class Payments and all Individual PAGA
4 Payments mailing checks.

5 4.4.2. The Administrator must conduct a Class Member Address Search for all Class
6 Members whose checks are returned undelivered without a forwarding address.
7 Within seven (7) calendar days of receiving a returned check, the Administrator
8 must re-mail checks to the forwarding address provided or, if none was provided, to
9 an updated address ascertained through the Class Member Address Search. The
10 Administrator need not take further steps to deliver checks to Class Members whose
11 re-mailed checks are returned as undelivered a second time. The Administrator shall
12 promptly send a replacement check to any Class Member whose original check was
13 lost or misplaced, or as requested by the Class Member prior to the Void Date.

14 4.4.3. If a Participating Class Member's or Aggrieved Employee's check is not cashed
15 within 120 days after its last mailing to the affected individual, the Administrator
16 will also send the individual a notice informing him or her that unless the check is
17 cashed by the void date, it will expire and become non-negotiable, and offer to
18 replace the check if it was lost or misplaced but not cashed.

19 4.4.4. For any Class Member whose Individual Class Payment check or Individual PAGA
20 Payment check is uncashed and cancelled after the void date, the Administrator shall
21 transmit the funds represented by such checks to the California Controller's
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no
23 "unpaid residue" subject to the requirements of California Code of Civil Procedure
24 Section 384, subd. (b). The payment of Individual Class Payments and Individual
25 PAGA Payments shall not obligate Defendant to confer any additional benefits or
26 make any additional payments to Class Members (such as 401(k) contributions or
27 bonuses) beyond those specified in this Agreement.
28

5. **RELEASES OF CLAIMS**

5.1. **Plaintiff's General Release.** Plaintiff and Plaintiff's respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally will release and discharges Released Parties related 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, Plaintiffs' PAGA Notices ("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, or 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 knows or believes to be true but agrees, 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. **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's General Release, Plaintiff expressly waive and relinquish the provisions, rights, and benefits, if any, of California Civil Code section 1542, 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. **Released Class Claims.** 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 the Released Class Claims. and from

all claims as follows: all claims, in the Operative Complaint during the Class Period for damages or that could have been raised in the Operative Complaint, including Business and Professions Code Sections 17200 et. Seq. for inter alia, 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 upon termination, failure to provide accurate itemized wage statements, unfair business practices, causes of action and factual or legal theories that were alleged on behalf of Class Members or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint or any subsequent complaint (“Operative Complaint”). during the Class Period. (“Released Class Claims”). This 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, or workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period

5.3. Released PAGA Claims. Plaintiff, on her own behalf and on behalf of the State of California, alleged Aggrieved Employees and the LWDA will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in the PAGA Notices and the Operative Complaint. The release will be as to the Released Parties.

5.4. Date Releases Become Effective. The released claims described in Paragraphs 5.1–5.3 above shall become effective upon entry of the Court’s Final Approval Order and Defendant’s full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

6. MOTION FOR PRELIMINARY APPROVAL

6.1. Defendant’s Declarations in Support of Preliminary Approval. Within seven (7) calendar days of the full execution of this Agreement, Defense Counsel shall prepare and deliver to Class Counsel a signed declaration from Defense Counsel regarding any pending actions asserting claims that will be extinguished or adversely affected by the Settlement. Specifically, the declaration shall state whether the attorney is aware of any class,

representative or other collective action in any other court in this or any other jurisdiction that asserts claims similar to those asserted in this action on behalf of a class or group of individuals some or all of whom would also be members of the class defined in this action and if so, include the name and case number of any such case, the nature of the claims asserted, the definition of the class or other parties on whose behalf the action is brought, and the procedural status of the case. Additionally, within seven (7) calendar days of the full execution of this Agreement, Defendant shall prepare and deliver to Class Counsel a signed declaration from Defendant on personal knowledge concerning the likely age, education, and experience of Class Members, and of their ability to reach and comprehend English, in order to assist the Court in determining whether the exhibits attached hereto—documents that will be read or used by Class Members—are likely to be readily understood by members of the Class.

6.2. Plaintiff's Responsibilities. Plaintiff shall prepare and file all documents necessary for obtaining a Preliminary Approval Order, including: (i) a 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 portion of the Settlement under California Labor Code section 2699(s)(2); (ii) a proposed order granting preliminary settlement approval and approving the proposed Class Notice; (iii) a signed declaration from the Administrator attaching its bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel, Defendant, or Defense Counsel; (iv) a signed declaration from Plaintiff confirming willingness and competency to serve as the Class Representatives, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator; (v) signed declarations from Class Counsel attesting to competency to represent Class Members; transmission to the LWDA of all necessary PAGA documents

(Plaintiff's PAGA Notices [Lab. Code § 2699.3(a)], the Operative Complaint [Lab. Code § 2699(s)(1)], and this Agreement [Lab. Code § 2699(s)(2)]); and (vi) all facts relevant to any actual or potential conflicts of interest with Class Members and/or the Administrator.

6.3. Responsibilities of Counsel. Class Counsel is responsible for obtaining a prompt hearing date for the motion for preliminary approval. Class Counsel and Defense Counsel are jointly responsible for appearing in Court to advocate in favor of the motion for preliminary approval. Class Counsel is responsible for delivering the Preliminary Approval Order to the Administrator.

6.4. Duty to Cooperate. If the Court does not grant preliminary approval outright, or conditions a preliminary approval on any material change to this Agreement, Class Counsel and Defense Counsel shall 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.

6.5. 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, or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement or Settlement, directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity. In response to any inquiries, Plaintiff and Class Counsel will state that "the case was resolved," or similar words to that effect, and Plaintiff and Class Counsel will not communicate with or to anyone regarding the Settlement, nor report the Settlement or its content in any medium or in any publication, will not post or report anything regarding the claims of Plaintiff or Class Members online or through social media, and will not contact any reporters or media regarding the Settlement. Notwithstanding the foregoing, nothing in this Paragraph is intended to prohibit: (i) Plaintiff from disclosing the Settlement with their immediate family members, attorneys, tax advisors, or taxing authorities; (ii) Class Counsel from disclosing the Settlement to tax advisors or taxing authorities; (iii) Class Counsel from meeting any ethical and fiduciary

duties owed to Plaintiff or other Class Members; (iv) Class Counsel from communicating with Plaintiff or providing Plaintiff's with legal representation; or (v) Class Counsel from making a limited disclosure to the Court and the LWDA for purposes of obtaining settlement approval or enforcing the Settlement.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. The Parties have jointly selected Apex Class Action Administration to serve as the Administrator and have 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 the Administration Expenses Payment. The Parties and their respective 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 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, 26. The Parties agree that the QSF is intended to be a "Qualified Settlement Fund" under Section 468B of the Code and Treasury Regulations section 1.468B-1, 26 C.F.R. sections 1.468B-1, *et seq.*, and shall be administered by the Administrator as such. The Parties and Administrator shall treat the QSF as coming into existence as a "Qualified Settlement Fund" on the earliest date permitted as set forth in 26 C.F.R. section 1.468B-1, and such election statement shall be attached to the appropriate returns as required by law.

7.4. Notice to Class Members.

7.4.1. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods contained in the Class Data.

7.4.2. Using its best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the following, : (i) Class Notice, in the form, without material variation, attached hereto as **Exhibit A**; (ii) Request for Exclusion Form in the form, without material variation, attached hereto as **Exhibit B**, and (iii) Objection Form in the form, without material variation, attached hereto as **Exhibit C**. The Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of any Workweeks and PAGA Pay Periods used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.

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 shall 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 Notices to Class Members whose Class Notice is returned as undelivered by the USPS a second time.

7.4.4. For all Class Members whose initial Class Notice is re-mailed, the deadline for submitting Objection Forms, Workweek and/or PAGA Pay Periods challenges, and Request for Exclusion Forms shall be extended an additional 14 calendar days beyond the 45 calendar days otherwise provided in the Class Notice. The Administrator shall inform the Class Member of the extended Response Deadline with the re-mailed Class Notice.

7.4.5. If the Administrator, Defendant, Defense Counsel, 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 a Class Notice, the Parties will expeditiously meet and confer 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 e-mail or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than fourteen (14) calendar days after receipt of Class Notice, or the Response Deadline, whichever date 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 may opt-out by sending the Administrator a Request for Exclusion, which reasonably communicates the Class Member's desire to opt-out of the Settlement and includes the Class Member's full name, current mailing address, last four digits of their Social Security Number (for verification of identity purposes and for the Administrator to contact the individual, if necessary, to clarify his or her Request for Exclusion), and identifies the Actions as *Jennifer Juan v. United Lab Services, Inc.* (Riverside Case No. CVRI2406552). To submit a Request for Exclusion, a Class Member may use the Request for Exclusion Form attached hereto as **Exhibit B**.

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 shall be deemed to be a Participating Class Member under this Agreement, entitled

to all benefits and bound by all terms and conditions of the Settlement, including the Released Class Claims under Paragraph 5.2 above, regardless of 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 shall be deemed a Non-Participating Class Member and not entitled to an Individual Class Payment or have the right to object to the class action components of the Settlement.

7.5.5. Because future PAGA claims are subject to claim preclusion upon entry of the Final Approval Order and Judgment, Non-Participating Class Members who are Aggrieved Employees are subject to and bound by the Released PAGA Claims identified in Paragraph 5.3 above and shall receive an Individual PAGA Payment.

7.6. Defendant's Right to Withdraw. If the number of valid Requests for Exclusion exceeds five percent (5%) of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than fourteen 14 calendar days after the deadline to opt-out has expired.

7.7. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Each Class Member shall have the opportunity to challenge the number of Workweeks and PAGA Pay Periods allocated to that Class Member as reported in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator. Any challenges must be emailed or mailed, and transmitted or postmarked by the Response Deadline. 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 Workweeks and/or PAGA Pay Periods reported 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 PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to the calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel as well as the Administrator's determination regarding the challenges.

7.8. Objections to Settlement.

7.8.1. Participating Class Members may object to the class action components of the Settlement, including, without limitation, contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Class Representative Enhancement Award.

7.8.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). To submit a written Objection, a Class Member may use the Objection Form attached hereto as **Exhibit C** provided by Administrator. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

7.8.3. In the alternative and/or in addition to submitting a written objection, Participating Class Members may appear, either personally or hire an attorney to appear on his or her behalf, in Court to present verbal objections at the Final Approval Hearing. It is not required that an objecting party, either personally or through counsel, appear at the Final Approval Hearing for any written Objection by that party to be considered. Additionally, it is not required that an objecting party, either personally or through counsel, file or serve, or to state in a written Objection, a notice of intention to appear at the Final Approval Hearing.

7.8.4. Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

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

7.9.1. Website, Toll-Free Number and Email. The Administrator will establish and 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 Service Payment, the Final Approval The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails. Class members will be provided with instructions on how to access the settlement website by email, text message, or USPS.

7.9.2. Requests for Exclusion (Opt-outs), Exclusion List, and Objections. The Administrator shall promptly review, on a rolling basis, Requests for Exclusion and written Objections to ascertain their validity and timeliness. No later than five (5) business days after the Response Deadline, the Administrator shall email a list to Defense Counsel containing (a) the names of Class Members who have submitted valid Requests for Exclusion (the "Exclusion List") or written Objections; (b) the names of Class Members who have submitted invalid Requests for Exclusion or written Objections; and (c) copies of all Requests for Exclusion or written Objections submitted (whether valid or invalid) with Class Members' address, social security number, and any contact information redacted.

7.9.3. Weekly Reports. The Administrator shall, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed, re-mailed, or returned undelivered; Requests for Exclusion (whether valid or invalid) received; written Objections received (whether valid or invalid); challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Reports”). The Weekly Reports must include the Administrator’s assessment of Requests for Exclusion, written Objections, and challenges to Workweek and/or PAGA Pay Periods.

7.9.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, regarding any Class Member challenges to the calculation of Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.9.5. Administrator’s Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the motion for final approval of the Settlement, the Administrator shall 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, without limitation, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the Response Deadline and any extended deadline for re-mailed Class Notices, the total number of Requests for Exclusion Forms received (both valid or invalid), and the number of Objections Forms (both valid or invalid). 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.

7.9.6. Final Report by Settlement Administrator. Within ten (10) business days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator

shall 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 fourteen (14) calendar days before any deadline set by the Court, the Administrator shall 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE

The Gross Settlement Amount was negotiated based on Defendant's estimates and records that the Class includes approximately 376 Class Members who worked approximately 6,567 workweeks wherein the alleged Class Member performed work and this estimate serves as the basis for Plaintiff's accepting the settlement. If the number of actual workweeks at the close of the class period exceeds the estimate of 6,567 workweeks by more than 10% (656 workweeks), Defendant will increase the GSA in an amount proportionate to any additional workweeks over the 10% threshold (7,223 workweeks) or the end of the Class period on the date the number of workweeks reaches 7,223. For example, if the total workweeks exceeds 6,567 by 12%, the GSA would be increased by 2%, with half of the increased amount added to each installment payment. Defendant agrees to inform Plaintiff's Counsel of its election prior to the Preliminary Approval Hearing.

9. MOTION FOR FINAL APPROVAL

9.1. Motion for Final Approval. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a notice and motion for final approval of the Settlement that includes a request for approval of the PAGA portion of the Settlement under California Labor Code section 2699(s)(2) and a proposed order granting final approval and judgment. 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. Class Counsel is responsible for timely delivering the Final Approval Order and Judgment to the Administrator and LWDA.

9.2. 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.

9.3. Duty to Cooperate. If the Court does not grant settlement approval outright, or if the Court conditions approval on any material change to the Settlement, the Parties agree to expeditiously work together, and in good faith, to modify the terms of the Settlement and/or otherwise address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Paragraph.

9.4. Enforceability and Continuing Jurisdiction of the Court. The Parties agree that this Agreement will be final, binding, and enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties further agree that the Riverside County Superior Court will have continuing jurisdiction over the Parties, the Actions, this Agreement, and the Settlement, including following any entry of Judgment for purposes of enforcement, interpretation, settlement administration, and any post-Judgment issues that arise. The prevailing party in any litigation for enforcement of settlement shall be entitled to reasonable attorneys' fees and litigation costs as determined by the Court.

9.5. Waiver of Right to Appeal. Provided the Final Approval Order and Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members waive all rights to appeal from the Final Approval Order and 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 Final Approval Order and Judgment, the Parties'

obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and Judgment becomes final, except as to matters that do not affect the Net Settlement Amount.

9.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies 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, and in good faith, to address the appellate court's concerns and to obtain final approval of the Settlement and entry of Judgment, sharing, on a 50/50 basis, any additional administration expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Enhancement Award or any payments to Class Counsel shall not constitute a material modification of Judgment within the meaning of this Paragraph, so long as the Gross Settlement Amount is not reduced.

9.7. Amended Final Approval. If any amended final approval order is required under California Code of Civil Procedure section 384, the Parties will work together, and in good faith, to jointly prepare and submit a proposed amended final approval order.

10. ADDITIONAL PROVISIONS

10.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Settlement 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 Actions, Operative Complaint, and PAGA Notices 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 affirmative defenses in the Actions have any merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason, the Court does not grant preliminary and/or final approval of the Settlement, or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons and reserves all available

1 defenses to the claims in the Actions, and Plaintiff reserves the right to move for class
2 certification on any grounds available and to contest Defendant's affirmative defenses. The
3 Settlement, this Agreement, and the Parties' willingness to settle the Actions will have no
4 bearing on, and will not be admissible in connection with, any litigation (except for
5 proceedings to enforce or effectuate the Settlement and this Agreement).

6 10.2. No Solicitation. The Parties separately agree that they and their respective counsel and
7 employees, if any, will not solicit any Class Member to opt out of or object to the Settlement
8 or appeal from the Final Approval Order and Judgment. Nothing in this Paragraph shall be
9 construed to restrict Class Counsel's ability to communicate with Class Members in
10 accordance with any ethical and fiduciary obligations owed to Class Members.

11 10.3. Integrated Agreement. Upon execution by all Parties and their respective counsel, this
12 Agreement, together with its attached exhibits, shall constitute the entire agreement between
13 the Parties relating to the alleged class and PAGA claims in the Actions, superseding any
14 and all oral representations, warranties, covenants, or inducements made to or by any Party.

15 10.4. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
16 represent that they are authorized by Plaintiff and Defendant, respectively, to take all
17 appropriate action required or permitted to be taken by such Parties pursuant to the
18 Settlement to effectuate its terms, and to execute any other documents reasonably required
19 to effectuate the terms of Settlement, including any amendments to this Agreement.

20 10.5. Cooperation. The Parties and their respective counsel will cooperate with each other and
21 use their best efforts, and in good faith, to implement the Settlement by, among other things,
22 modifying this Agreement and/or submitting supplemental evidence and supplemental
23 points and authorities as requested by the Court. In the event the Parties are unable to agree
24 upon the form or content of any document necessary to implement the Settlement, or on any
25 modification of the Agreement that may become necessary to implement the Settlement, the
26 Parties will seek the assistance of the mediator and/or the Court for resolution. In the event
27 the Parties seek the mediator's assistance, the Parties agree to split any applicable mediator
28 costs equally, except that if the delay in finalizing the documents is caused by Defendant,

then Defendant agrees to be solely responsible for those mediator costs.

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

10.7. 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.

10.8. 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 and their legal representatives, and as approved by the Court.

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

10.10. Applicable Law. The Parties agree that this Agreement will be governed by and interpreted according to the laws of the State of California, without regard to conflict of law principles.

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

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

10.13. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152 and all copies and summaries of the Class Data provided to Class Counsel by Defendant or Defense Counsel in connection with the mediation, other settlement negotiations, or in connection with the Settlement may be used only with respect to the Actions and the 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.

10.14. 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.

10.15. 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 legal court holiday, such date or deadline shall be on the first business day thereafter.

10.16. Severability. The Parties agree if any provision of this Agreement is held to be illegal, invalid, or unenforceable, that provision will be severed from and no longer be a part of this Agreement. The legality of the Settlement and the remaining provisions will not be affected by a finding that any provision of this Agreement is illegal, invalid, or unenforceable.

10.17. Advice of Counsel. The Parties to this Agreement are represented by competent counsel and have had an opportunity to consult with said counsel. The Parties further agree that this Agreement reflects a good faith compromise of claims raised in the Actions based upon their independent assessment of the mutual risks regarding the strengths and weaknesses of the claims and the inherent costs and delay that would be involved in continued litigation.

10.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts, and electronic signatures (e.g., DocuSign, Adobe) 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.

10.19. Stay of Litigation. The Parties agree to stay the Actions as of October 29, 2025. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that the date to

bring a case to trial under California Code of Civil Procedure section 583.310 will be extended for the duration of the settlement approval process.

AGREED AND UNDERSTOOD BY:

Plaintiff & Class Representatives:

Dated: 6/12/2026

DocuSigned by:
Jennifer Juan
7A82A7E64A9F407...
By: _____
Jennifer Juan

Defendant:

Dated: June 30, 2026

Signature: 
Anabelle Myers (Jun 30, 2026 18:20:51 PDT)
By: Email: amyers@ulsallcare.com
United Lab Services, Inc.

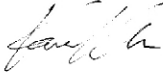
Name: _____

Title: Chief Executive Officer

APPROVED AS TO FORM ONLY BY:

Plaintiff's Counsel:

Dated: 6/15/2026

MOON LAW GROUP, PC
By: 
Kane Moon
Attorneys for Plaintiff Jennifer Juan

Defendant's Counsel:

Dated: July 1, 2026

KLINEDINST PC.
By: 
Thomas Edward Daugherty
Imbar Sagi-Lebowitz
Attorneys for Defendant

Exhibit A

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT

Jennifer Juan v. United Lab Services, Inc.

Superior Court of California, Riverside County, Case No. CVRI2406552

If you were employed by United Lab Services, Inc. as a non exempt employee between November 19, 2020 and March 21, 2026, are were not employed as a Registered Nurse or Nurse Practitioner you are eligible to receive money from this Settlement

*A court authorized this Notice. This is not a lawsuit against you and you are not being sued.
This is not a solicitation from a lawyer.*

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	RECEIVE PAYMENT AND RELEASE THE CLASS CLAIMS ALLEGED IN THIS ACTION. You will receive payment automatically and you will be covered by the release of class claims. Your individual Settlement Payment is estimated to be \$_____. (including waiting time penalties allocation if applicable) The actual amount you may receive may be different and will depend on different factors. An explanation on how your payments are calculated are indicated below.
EXCLUDE YOURSELF	OPT OUT OF THE SETTLEMENT. YOU NEED TO SEND A REQUEST FOR EXCLUSION. Once excluded you will not be a participating member of the class and no longer eligible for Individual Class Payment. Non Participating Class Members cannot object to any portion of the proposed Settlement. However, you cannot opt out of the PAGA portion of the proposed Settlement. You will still get paid the PAGA penalties and remain bound by the PAGA release of claims regardless if you submit a request for exclusion. You must submit a valid Request for Exclusion described below.
CHALLENGE WORKWEEKS AND/OR PAGA PAY PERIODS NO LATER THAN _____	The amount of your Individual Class Payment depends on how many workweeks you worked at least one day during the Class Period. The amount of your share of the PAGA Penalties if any depends on how many pay periods you worked at least one day during the PAGA Period. The number of Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either and you want to challenge the number you must do so by _____ and inform the Administrator.
OBJECT	All Class members who do not opt out can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff. Every dollar paid to Class Counsel and

NO LATER THAN _____	Plaintiff reduces the overall paid to participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. You may also appear at the Final Approval Hearing on _____ to object, the process for which is described below. If you wish to Object you cannot send a Request for Exclusion letter.
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1. *Why have I received this Notice?*

The California Superior Court of Riverside County has granted preliminary approval of a proposed Class and PAGA Action Settlement Agreement (“Settlement”) reached between Plaintiff Jennifer Juan (“Plaintiff”) and Defendant United Lab Services, Inc. (“Defendant”), which may affect your legal rights. This Notice explains the key terms of the Settlement and your rights and options with respect to the Settlement.

You have received this Notice because Defendant’s records indicate that you are a member of the Class. For purposes of Settlement, the “Class” is comprised of all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California from November 19, 2020, to March 21, 2026. (“Class Members”). The “Class Period” is November 19, 2020, through March 21, 2026.

In addition, Defendant’s records indicate that you are a member of the PAGA Group (“Aggrieved Employee”). For purposes of Settlement, “Aggrieved Employee” means “all persons, excluding Registered Nurses and Nurse Practitioners, employed by Defendant as hourly-paid, non-exempt employees in the State of California during the PAGA Period.”

The “PAGA Period” is November 14, 2023, through March 21, 2026.

2. *What is the proposed Settlement about?*

On November 19, 2024, Plaintiff initiated a lawsuit alleging the following causes of action against Defendant: (1) Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code § 226.7]; (5) Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code § 2802]; (6) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (7) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*], and (9) civil penalties based on the foregoing allegations under PAGA.

Throughout the litigation, Defendant denied each and every factual and legal allegation raised in the representative action, and denies any wrongdoing or liability in the: Jennifer Juan v. United Lab Services, Inc. (CVRI2406552) County of Riverside Superior Court of California ("Action.") Plaintiff alleges various Labor Code violations. Among other things. Plaintiff claims Defendant failed to pay for all hours worked for the time its non exempt were working overtime, failed to comply with meal and rest periods,. failed to pay rest or meal premium pay, failed to provide accurate wage statements, and pay all earned and owed wages upon separation. Defendant asserts that it fully complied with all legal obligations owed, including timely and properly paying for all hours worked by its non exempt employees.

Plaintiff and Defendant (the “Parties”) reached a Settlement through mediation with Marc Feder and agreed to enter into this Class Action and Representative Action settlement that resolves all the claims Plaintiff alleged in the Action. The parties agreed to the Settlement because they believe it is a fair, reasonable and adequate under the circumstances. Plaintiff thinks her claims have merit and would be successful at trial. On the other hand, Defendant denies liability and believes Plaintiff would not have won anything at trial. The parties negotiated this settlement to avoid risk and uncertainty of continued litigation and agree that the Settlement is advantageous to all parties in consideration of these risks and uncertainties.

3. *Who is included in the Settlement*

You are a member of the Class if you performed work as a non exempt employee (except Nurses and Nurse Practitioners) at anytime between November 19, 2020, to March 21, 2026

You are a PAGA employee and entitled to a portion of the PAGA Payment if you worked between November 14, 2023 and March 21, 2026. All PAGA employees will receive a pro rata share of the PAGA Payment regardless of whether they opt out of the Settlement.

3. *Who are the attorneys representing the Parties?*

The Court has appointed Plaintiff’s attorneys as “Class Counsel” to represent all Class Members. You will not be charged for this legal representation.

Class Counsel’s contact information is as follows:

Attorneys for Plaintiff

Kane Moon (SBN 249834)
H. Scott Leviant (SBN 200834)
Sandy Pham (SBN 352753)
MOON LAW GROUP, PC
725 S. Figueroa St., 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: hsleviant@moonlawgroup.com
E-mail: spham@moonlawgroup.com

Defendant is represented by the following attorneys:

Attorneys for Defendant

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4. *How much is the Settlement for and how can I expect to receive?*

Defendant has agreed to pay a Gross Settlement Amount (“GSA”) of \$320,000.00, which will be used to pay the Individual Class Payments to Participating Class Members, Individual PAGA Payments to Aggrieved Employees, Plaintiff’s Class Representative Enhancement Award, Class Counsel Fees Payment, Class Counsel Litigation Costs Payment, Settlement Administrator’s Administration Expenses Payment, and payment under PAGA to the Labor and Workforce Development Agency (“LWDA”). Defendant will separately pay its employer-side payroll taxes owed for Individual Class Payments.

Class Counsel will apply for an award of reasonable attorneys’ fees payable from the GSA in the amount of up to one-third (i.e., \$106,666.66) of the GSA as well as reimbursement of their actual litigation costs not to exceed \$20,000.00. Plaintiff is seeking an enhancement award from the GSA in the amount of \$7,500.00 for her service as the Class Representative. The Parties are asking that \$30,000.00 of the GSA be allocated to settle the PAGA claims, with 65% (i.e., \$19,500.00) to be paid to the LWDA and the remaining 35% (i.e., \$10,500.00) to be distributed to Aggrieved Employees through Individual PAGA Payments. The Administrator estimates that the cost of administering this Settlement will not exceed **\$X**

After the above payments are deducted from the GSA, in the amounts finally approved by the Court, the remainder will be distributed to Participating Class Members through Individual Class Payments. Individual Class Payments will be paid on a pro rata basis to Participating Class Members and calculated by the Administrator based on each individual’s number of Workweeks. “Participating Class Members” are Class Members who do not send the Administrator a timely and valid Request for Exclusion from the Settlement. A “Workweek” refers to any week during which a Participating Class Member worked for Defendant in California for at least one day within the Class Period.

Defendant’s records show you are a member of the Class. Defendant’s records show you worked a total of ____ qualifying workweeks as a non exempt employee during the Class Period. This means that you will receive a settlement amount that is currently estimated to be \$ ____ less applicable taxes and payroll deductions.

Individual PAGA Payments will be paid to Aggrieved Employees on a pro rata basis and calculated by the Administrator based on each individual’s number of PAGA Pay Periods. A “PAGA Pay Period” refers to any pay period during which an Aggrieved Employee worked for Defendant in California for at least one day within the PAGA Period.

Only if the Settlement receives final approval by the Court the Settlement Administrator will send you your individual Settlement Payments.

Defendant's records indicate that you worked approximately [REDACTED] **PAGA Pay Periods**. Accordingly, your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount may vary. Your Individual PAGA Payment will be treated one hundred percent (100%) as penalties for tax purposes and reported on an IRS Form 1099.

5. *What if I disagree with the number of Workweeks and/or PAGA Pay Periods credited to me?*

If you believe the workweek or pay period information shown above is correct, you do not need to do anything to receive a payment. However, if you believe the information is not correct, you must contact the Settlement Administrator as soon as possible and provide documentation that you believe demonstrates that this number is incorrect and authorize the Settlement Administrator to review your records and related documents. This must be done within 45 days of mailing at the designated address for the Settlement Administrator. The Settlement Administrator will review the pertinent records showing the total number of Workweeks and you worked during the Class Period and Defendant has agreed to make available for this purpose and make a determination. If you do not provide any documents or other evidence to support the challenge, the Settlement Administrator will reject it.

6. *What are my rights regarding this Settlement?*

OPTION 1: Do Nothing

If you do nothing, you will receive a check if the Court finally approves the Settlement and you will release the claims covered by the Settlement (as described below). You do not have to do anything to receive a payment. You are responsible for paying applicable federal, state, or local taxes on your settlement payment.

The front of every check issued to you will show the date when the check expires ("Void Date"). If you do not cash your check by the Void Date, your check will be automatically canceled, and the money will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

Note: It is your responsibility to keep a current mailing address on file with the Administrator to ensure receipt of your payment under the Settlement. You should immediately notify the Administrator if you move or otherwise change your mailing address.

OPTION 2: Object to the Settlement

Any Participating Class Member may object to the Class portion of the Settlement. (You do not have standing to object to the PAGA portion of the Settlement.) Submitting an Objection means that you do not want the Settlement, or any particular terms of the Settlement, to be approved by the Court. If you wish to object to the Settlement, may use the Objection Form enclosed with this Notice.

You are not required to appear at the Final Approval Hearing for your written Objection to be considered. However, if you do not submit a timely and valid written Objection in the manner

specified above, you may still appear (or hire an attorney to appear on your behalf) and state your objection at the Final Approval Hearing set for _____, 2026, at _____ a.m./p.m. in Department 1 of the Riverside County Superior Court, Riverside Historic Courthouse. If you intend to appear at the Final Approval Hearing, you are not required to file or serve a notice of intention to appear.

If the Final Approval Hearing is continued to another date or time, the Administrator will give notice to any Participating Class Member who submitted an Objection.

Participating Class Members who fail to object in either of the manners specified above shall be deemed to have waived any objection and shall be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement. If a Participating Class Member objects to this Settlement, the Participating Class Member will remain a member of the Class, and if the Court grants final approval of the Settlement, he or she will be bound by the terms of the Settlement and any Final Approval Order and Judgment, including the Released Class Claims defined further below.

Note: If you object to the Settlement, you are expected to receive your individual share of the Settlement if the Court approves the Settlement over your Objection.

Your objection cannot ask the Court for a larger settlement. The Court can only approve or deny the Settlement. If the Court rejects your objection, you will still be bound by the terms of the Settlement. If you choose to object to the Settlement you may enter an appearance at the Final Approval Hearing in propria persona (representing yourself) or through an attorney that you hire and pay yourself.

OPTION 3: Exclude Yourself from The Settlement

If you wish to be excluded from participating in the Class portion of the Settlement, you must submit a valid and timely Request for Exclusion to the Administrator. To submit a Request for Exclusion, you may use the **Request for Exclusion Form** enclosed with this Notice.

The Request for Exclusion must be in writing and include: (1) your full name, current mailing address, last four digits of your Social Security Number (for verification of identity purposes and for the Administrator to contact you, if necessary, to clarify your Request for Exclusion); (2) the case name and number (*Jennifer Juan v. United Lab Services, Inc.* (Riverside Case No. CVRI2406552)); (3) a clear statement that you wish to be excluded from the Settlement; (4) your signature; and (5) the date of signature. The Administrator will not disclose your contact information or Social Security Number to anyone, including the Parties, and your information will be securely held and will not be used for any purpose except to ascertain your identity for administration of this Settlement. Your Request for Exclusion must be sent to the Administrator (whose contact information is listed below) by email or mail if postmarked no later than _____, 2026. Untimely Requests for Exclusion will not be considered. A copy of any Request for Exclusion will be submitted to the Court (with your private information redacted).

If you submit a timely and valid Request for Exclusion following the above instructions, you will not be considered a Participating Class Member, will not receive any Individual Class Payment, and you will not be eligible to object to the terms of the Settlement.

Note: You cannot opt out of the PAGA portion of the proposed Settlement. You are an Aggrieved Employee and when the Court finally approves the Settlement, you will receive an Individual PAGA Payment and be bound by the Released PAGA Claims (as defined below) even if you submit a timely and valid Request for Exclusion.

7. *When is the Final Approval Hearing?*

The Court has determined only that there is sufficient evidence to suggest that the proposed Settlement might be fair, adequate, and reasonable. The Court's final determination of those issues will be made at the Final Approval Hearing.

The Court will hold a Final Approval Hearing on _____, 2026, at _____ a.m./p.m. in **Department 1** of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501.

The Final Approval Hearing may be continued to another date or time without further notice to you. However, the Administrator will give notice of continuance to any Participating Class Member who submitted an Objection.

You do not need to appear at the hearing. If you plan to appear (or hire an attorney to appear on your behalf), you should contact the court clerk for Department 1 at (951)777-3147 for instructions on how to remotely appear or verify the hearing date and time.

8. *Can I be retaliated against for participating in the Settlement?*

The law prohibits Defendant from retaliating against employees for exercising their rights under the law. Therefore, Defendant cannot and will not fire you, demote you, harass you, classify you as ineligible for rehire, or retaliate against you in any other way because you choose to participate, or not participate, in the Settlement, in whole or in part.

9. *What claims are being released as part of the Settlement?*

Released Class Claims. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims as follows: all claims, in the Operative Complaint during the Class Period for damages or that could have been raised in the Operative Complaint, including Business and Professions Code Sections 17200 et. Seq. for inter alia, 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 upon termination, failure to provide accurate itemized wage statements, unfair business practices, causes of action and factual or legal theories that were alleged on behalf of Class Members or reasonably could have been alleged based on the facts and legal theories contained in the First Amended Complaint or any subsequent complaint ("Operative Complaint"). during the Class Period. ("Released Class Claims"). The Released Class Claims exclude any claims for vested benefits, unemployment benefits, disability benefits, social security benefits or workers' compensation benefits that arose at any time, any claims that are not releasable as a matter of law or public policy, and any claims arising outside the Class Period.

Released PAGA Claims. All PAGA Aggrieved Employees composed of all employees in the Class employed by Defendant at anytime from November 14, 2023 to March 21, 2026, will release all claims for civil penalties under PAGA, based on the facts and Labor Code sections that were alleged or reasonably could have been alleged in Plaintiff's PAGA letters and the Operative Complaint. The release will be as to the Released Parties.

Effective Date of Releases: The released claims described above will become effective upon entry of the Court's Final Approval Order and Defendant's full funding of the Gross Settlement Amount and its employer-share of payroll taxes.

Released Parties: The "Released Parties" means Defendant, together with its officers, directors, and employees.

10. *What if I lose my Settlement check or tax forms?*

If you lose or misplace your check before cashing it, the Administrator will replace it as long as you request a replacement before the Void Date that is stated on the face of the original check. The Administrator will also replace any tax forms that you have lost. After the Void Date, the Administrator will cancel your check and transmit the funds in accordance with the requirements of California Code of Civil Procedure section 384(b). Specifically, uncashed funds will be transmitted to the California State Controller's Office for Unclaimed Property to be held in your name until you can claim your property.

If your check has been voided, you should contact the Settlement Administrator or consult the California Controller's Unclaimed Property Fund at ucpi.sco.ca.gov for instructions on how to retrieve the funds.

11. *How can I get more information?*

The *Class and PAGA Action Settlement Agreement* ("Settlement") is on file with the Court as Exhibit 1 to the Declaration of Kane Moon in Support of Motion for Preliminary Settlement Approval, filed on DATE.

This Notice contains a summary of the basic terms of the Settlement and description of the Actions. For more detail, you may examine a copy of the Settlement as well as the pleadings and other records in the Actions, free of charge, during regular business hours at the Court Clerk's office of the Riverside County Superior Court, Riverside Historic Courthouse, located at 4050 Main Street, Riverside, CA 92501. You may also access the records online at: <https://www.riverside.courts.ca.gov/online-services/search-court-records-public-access>.

If you need more information or have any questions, you may contact the attorneys representing the Parties at the contact information provided above.

You may also contact the Settlement Administrator at the following contact information:

Jennifer Juan v. United Lab Services, Inc.
c/o [Settlement Administrator Name]
[ADDRESS]

[ADDRESS]
[PHONE NUMBER] | [EMAIL]

**PLEASE DO NOT CONTACT THE COURT FOR LEGAL ADVICE OR FOR
INFORMATION REGARDING THIS NOTICE.**

Exhibit B

Jennifer Juan v. United Lab Services, Inc.
Riverside County Superior Court Case No. CVRI2406552



<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

REQUEST FOR EXCLUSION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement.

Use and return this form only if you wish to be excluded from the Settlement Class and do not wish to object to the Settlement. If you exclude yourself from the Class by completing and returning this form, you will not receive your Individual Class Payment and will not be bound by the Released Class Claims. However, even if you exclude yourself from the Settlement Class, you will still be bound by the Released PAGA Claims and receive your Individual PAGA Payment if the Court approves the Settlement.

If you wish to remain in the Settlement Class and receive an Individual Class Payment, disregard this form. You do not need to do anything to receive a settlement payment, and you will receive a check by U.S. Mail if the Court approves the Settlement.

To be valid, your Request for Exclusion Form must be signed by you and returned to the Settlement Administrator at the address or email address provided below. To be timely, your Request for Exclusion Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I hereby confirm that I have received notice of the proposed Settlement in the lawsuit *Jennifer Juan v. United Lab Services, Inc.*, and I wish to be excluded from the Settlement Class. I understand that I will not receive an Individual Class Payment and will not be bound by the Released Class Claims. However, I understand that I will still receive my Individual PAGA Payment and will be bound by the Released PAGA Claims.

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Jennifer Juan v. United Lab Services, Inc.

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]

Exhibit C

Jennifer Juan v. United Lab Services, Inc.
Riverside County Superior Court Case No. CVRI2406552

|||||
|||

<<PSA ID>>

<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

OBJECTION FORM

You are receiving this form because you may be entitled to receive money from a class action settlement. Use and return this form only if you wish to object to the Class Settlement. You may also object to the Settlement by making an oral Objection at the Final Approval Hearing. If you wish to object to the Settlement, do not submit a Request for Exclusion. If the Court overrules your Objection and approves the Settlement, you will receive your Individual Class Payment and be subject to the terms of the Settlement, including the release of claims as set forth in the Settlement.

To be valid, your Objection Form must be signed by you and returned to the Settlement Administrator at the address or email provided below. To be timely, your Objection Form must be postmarked or have a transmission date on or before [REDACTED], 2026.

I object to the settlement in *Jennifer Juan v. United Lab Services, Inc.* (Riverside Case No. CVRI2406552) because:

Dated: _____

Full Name: _____

Signature: _____

What is the Settlement Administrator's contact information?

Jennifer Juan v. United Lab Services, Inc.

c/o [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] | [REDACTED]