

FIRST AMENDED SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement (“Settlement Agreement” or “Agreement”) is entered into by and between plaintiff Jacob Chandler (“Plaintiff” or “Class Representative”), individually, and in his representative capacity on behalf of all others similarly situated, and defendant the Regents of the University of California (“Regents” or “Defendant”). This Agreement supersedes and replaces the prior agreement between the Parties that was effective as of July 18, 2024.

RECITALS

This Agreement is made for the following purposes and with reference to the following facts:

A. On November 9, 2020, a putative class action Complaint was filed against Defendant in the Superior Court of the State of California, County of Orange, captioned *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (the “Action”), filed by Jennifer Chandler.

B. In this action, Plaintiff seeks relief for economic losses relating to lack of in-person classes and/or on-campus resources at the University of California, Santa Cruz (“UCSC”) during the Fall 2019 and Winter 2020 terms, resulting from “wildcat” strikes occurring at UCSC. In particular, Plaintiff alleges that the unauthorized strikes led to several days of canceled lectures, campus shutdowns, closure of food halls, and numerous other disruptions affecting students’ education and campus life. Plaintiff further alleges that the impact of these strikes disrupted students’ collegiate experience and financial investments in tuition and campus services.

C. On February 23, 2021, a First Amended Complaint (“FAC”) was filed in the Action, to which Defendant demurred on March 25, 2021. The FAC included five causes of action: (1) Breach of Express Contract; (2) Breach of Implied Contract, for Fees; (3) Breach of Implied Contract, for Tuition; (4) Conversion, for Fees; and (5) Unjust Enrichment/Quasi Contract. On August 25, 2021, the Court granted Defendant’s demurrer in part with leave to amend.

D. On November 10, 2021, the operative Second Amended Complaint (“SAC”) was filed in which Plaintiff Jacob Chandler was substituted as the named plaintiff and proposed class representative in place of Jennifer Chandler. The SAC asserts causes of action for breach of contract and promissory estoppel.

E. On January 7, 2022, Defendant demurred to the SAC. The Court denied Defendant’s demurrer as to the breach of contract claim and dismissed the promissory estoppel claim on May 31, 2022. Defendant subsequently filed an answer (“Answer”) to the SAC on June 16, 2022.

F. On February 17, 2023, the Parties participated in a mediation session before Bruce A. Friedman, Esq., of JAMS. That mediation session did not result in settlement.

G. Since mediation, the Parties engaged in substantial formal written and oral discovery including, but not limited to, the mutual exchange of interrogatories and requests for production, as well as the oral deposition of Plaintiff on January 10, 2024.

H. On April 3, 2024, Defendant filed a Motion for Summary Judgment, or in the alternative, seeking summary adjudication of the Action (“MSJ”). That motion relied in part on the recent decision from the Court of Appeal of the State of California, First Appellate Division, in *Berlanga v. Univ. of San Francisco*, 100 Cal.App.5th 75 (2024).

I. On April 18, 2024, Plaintiff filed a Notice of Tentative Class Action Settlement and Stipulation Temporarily Pausing Case Deadlines Pending Confirmation of Settlement and Pursuit of Court Approval Process.

J. On or about May 3, 2024, the MSJ was withdrawn without prejudice, in light of settlement in principle on a class action basis.

K. Defendant expressly denies that it has committed or attempted to commit any violation of law or breached any duties owed to Plaintiff or members of the Settlement Class.

L. Settlement was reached as a result of arms-length negotiations between the Parties. Before and during these settlement discussions, the Parties had exchanged sufficient formal and informal discovery to permit Plaintiff and Class Counsel to evaluate the claims and potential defenses and to meaningfully conduct informed settlement discussions.

M. Settlement Class Counsel and the Class Representative believe that the claims asserted in the Action possess merit and have examined and considered the benefits to be obtained under the proposed settlement set forth in this Agreement, the risks associated with the continued prosecution of the complex and potentially time-consuming litigation, and the likelihood of success on the merits of the Action. Settlement Class Counsel have investigated the facts and law relevant to the merits of the claims, conducted extensive discovery, and conducted an independent investigation. Settlement Class Counsel and Class Representative have concluded that the settlement set forth in this Agreement is fair, adequate, reasonable, and in the Settlement Class’s best interest.

N. The Settlement Class is comprised of approximately **17,780** individuals. Based on information available as of July 10, 2024, Defendant has an email or mailing address for approximately **17,775** individuals.

O. The Parties have decided to enter into this Agreement to avoid further expense, inconvenience, distraction and uncertainties of burdensome and protracted litigation, in full settlement of the claims asserted in the SAC. The Parties intend this Agreement to bind Defendant, on the one hand, and Plaintiff (as Class Representative and individually) as well as all members of the Settlement Class who do not timely request exclusion from the Settlement Class, on the other.

P. NOW THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of the Action.

I. DEFINITIONS.

As used in this Settlement Agreement and the attached exhibits (which are an integral part of this Settlement Agreement and are incorporated in their entirety by reference), the following terms will have the meanings set forth below, unless this Settlement Agreement specifically provides otherwise. Where appropriate, terms used in the singular will be deemed to include the plural and vice versa.

- A. **“Action”** means the civil action pending in the Superior Court for the State of California, County of Orange, captioned *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC.
- B. **“Administration Expenses”** means the Settlement Class Notice and settlement administration expenses incurred by the Claims Administrator pursuant to this Settlement, to be paid by Defendant.
- C. **“Attorneys’ Fees and Costs”** means such funds as may be awarded by the Court, consistent with the terms of this Agreement, to Class Counsel for their past, present, and future work, efforts, and expenditures in connection with this Action and settlement, including fees, costs, and expenses of any co-counsel, local counsel, experts, consultants, or other individuals retained by, or who assisted Class Counsel in connection with this Action and Settlement, as described more particularly in Section XIII of this Agreement, to be paid by Defendant.
- D. **“Agreement”** or **“Settlement Agreement”** means this Settlement Agreement and all the Exhibits attached hereto.
- E. **“Claim Form(s)”** means the form to be used to submit a claim in the Settlement to the Claims Administrator that is substantially in the form attached hereto as Exhibit E.
- F. **“Claims Administrator”** means the third-party settlement administrator who will provide notice of and administer the Settlement and the claims process, subject to Court approval. The Parties jointly recommend that Simpluris, Inc., be appointed as the Claims Administrator.
- G. **“Claims Submission Period”** means the time period during which Class Members may submit a Claim Form, which will commence on the first day the Claims Administrator commences the initial mailing and/or e-mailing of the Class Notice and will conclude eighty (80) Days thereafter, unless otherwise ordered by the Court.
- H. **“Class Counsel”** or **“Settlement Class Counsel”** means Abbas Kazerounian and Jason A. Ibey of Kazerouni Law Group, APC, at 245 Fischer Ave., Suite D1, Costa Mesa, California 92626; and Anthony J. Orshansky of CounselOne, P.C., 9465 Wilshire Boulevard, Suite 300, Beverly Hills, California 90212.
- I. **“Class List”** means a list, in electronic format (preferably Excel) containing details for each respective Settlement Class Member, including each Class Member’s full name, last known mailing or residential address, all known email addresses, telephone

number, and associated student identification number. The Claims Administrator shall be instructed to maintain such list confidentially.

- J. **“Class Period”** means the period of time encompassing the Fall 2019 academic term at UCSC as well as much of the Winter 2020 academic term at UCSC, specifically, September 21, 2019, through March 10, 2020.
- K. **“Class Representative”** means Plaintiff Jacob Chandler.
- L. **“Confirmatory Discovery”** means formal discovery from Defendant to confirm the following: (i) size of the Settlement Class; (ii) availability of name and contact information for Settlement Class Members; (iii) availability of student identification numbers for individuals enrolled during the Fall 2019 and Spring 2020 terms; and (iv) identification of known dates when striking activity took place on campus during the Fall 2019 and Spring 2020 terms, through March 10, 2020.
- M. **“Court”** means the Honorable Layne H. Melzer of the Superior Court of California, County of Orange, or any subsequently assigned judge who presides over the Action.
- N. **“Costs and Fees”** means Attorneys’ Fees and Costs; Administration Expenses; and any Service Award to the Class Representative.
- O. **“Days”** means calendar days, except that, when computing any period of time prescribed or allowed by this Settlement Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. Further, when computing any period of time prescribed or allowed by this Settlement Agreement, the last day of the period so computed shall be included, unless it is a Saturday, a Sunday or a federal or State of California legal holiday, in which event the period runs until the end of the next day that is not a Saturday, Sunday, or federal or State of California legal holiday.
- P. **“Defendant”** means The Regents of the University of California.
- Q. **“Defendant’s Counsel”** means Raymond A. Cardozo and Emily F. Lynch of Reed Smith LLP at 101 Second Street, Suite 1800, San Francisco, California 94105.
- R. **“Effective Date”** means, provided no appeal is timely filed, sixty-one (61) Days after the Court has entered a Final Approval Order. If an appeal is timely filed, sixty-one (61) Days after the latest of the following, if applicable: (1) any appeal from the Final Approval Order has been finally dismissed; (2) the Final Approval Order has been affirmed on appeal in a form substantially identical to the form of the Final Approval Order entered by the Court; (3) the time to petition for review with respect to any appellate decision affirming the Final Approval Order has expired; and (4) if a petition for review of an appellate decision is filed, the petition has been denied or dismissed, or, if granted, has resulted in affirmance of the Final Approval Order in a form substantially identical to the form of the Final Approval Order entered by the Court.
- S. **“Exhibit”** means Exhibits A through I attached to this Settlement Agreement and incorporated herein by reference, as follows:

- i. Exhibit A: Website Notice.
- ii. Exhibit B: Email Notice.
- iii. Exhibit C: Mail Notice.
- iv. Exhibit D: Media Notice
- v. Exhibit E: Claim Form.
- vi. Exhibit F: Sample Exclusion Form.
- vii. Exhibit G: Sample Objection Form.
- viii. Exhibit H: Proposed Preliminary Approval Order.
- ix. Exhibit I: Proposed Final Approval Order and Judgment.

T. **“Exclusion Deadline”** is equivalent to the **“Opt-Out Deadline”** as defined below.

U. **“Final Approval Order”** means the Court order that finally approves this Settlement Agreement and makes such other final rulings as are contemplated by this Settlement Agreement, substantially in the form of Exhibit I attached hereto.

V. **“Final Approval Hearing”** means the hearing at which the Court will consider and decide whether to enter the Final Approval Order. Unless ordered otherwise by the Court, the Final Approval Hearing (or “fairness hearing”) will occur no less than one hundred and twenty (120) Days after the first day the Claims Administrator begins disseminating the Settlement Class Notice, unless otherwise ordered by the Court.

W. **“Final Approval Motion”** means the motion Plaintiff will file in support of the Court’s final approval of the Settlement.

X. **“Final Judgment”** means the entry of final judgment, substantially in the form of Exhibit I attached hereto.

Y. **“Gross Settlement Amount”** means the total amount of monetary consideration Defendant has agreed to pay to settle this Action, which is Four Hundred Thousand Dollars (\$400,000.00).

Z. **“Individual Settlement Payment”** means the pro rata share of the Monetary Settlement Award.

AA. **“Monetary Settlement Award”** means One Hundred Twenty Thousand Dollars (\$120,000.00) to pay Valid Claimants, to be paid by Defendant

BB. **“Notice”, “Class Notice” or “Settlement Class Notice”** means the Court-approved forms of notice to Settlement Class Members, in substantially the same form as that

- attached hereto as Exhibit A for detailed Website Notice (long-form notice) on the Settlement Website, Exhibit B for the Email Notice, Exhibit C for the Mail Notice, and Exhibit D for the Media Notice, informing Settlement Class Members of, among other things, (i) the nature and the history of the Action, in plain and concise terms; (ii) how the proposed Settlement would provide relief to Settlement Class Members; (iii) what claims are released under the proposed Settlement and other relevant terms and conditions; (iv) the preliminary approval of the Settlement; (v) scheduling of the Final Approval Hearing; (vi) the opportunity to submit a claim; (vii) the opportunity to submit an objection; and (viii) the opportunity to request exclusion. Additionally, the Media Notice will provide an abbreviated notice, link to and direct Settlement Class Members to the Settlement Website.
- CC. **“Notice Response Deadline”** means eighty (80) Days from the date of the initial mailing and/or e-mailing of the Notice or as otherwise set by the Court.
- DD. **“Objection”** means an objection by a Settlement Class Member to some or all of the terms of the Settlement Agreement, including for reasons based on the reasonableness, fairness, and adequacy of the Settlement’s terms. The Claims Administrator shall identify any untimely objections.
- EE. **“Objector”** means an individual Class Member who submits an Objection to the terms of the Settlement Agreement.
- FF. **“Objection Deadline”** means the date described herein, or otherwise ordered by the Court in the Preliminary Approval Order, by which any Settlement Class Members who wish to submit a written objection must object to the Settlement Agreement’s terms or provisions and submit any required statements, proof, or other materials or argument. Unless ordered otherwise by the Court, the Objection Deadline is eighty (80) Days from the date of the initial mailing and/or e-mailing of the Notice.
- GG. **“Opt-Out Deadline”** means the date described herein, or otherwise ordered by the Court in the Preliminary Approval Order, by which any Class Members who do not wish to be included in the Settlement Class and participate in the Settlement Agreement must complete the acts necessary to properly effect such election. Unless ordered otherwise by the Court, the Opt-Out Deadline is eighty (80) Days from the date of the initial mailing and/or e-mailing of the Notice.
- HH. **“Opt-Out List”** means a written list prepared by the Claims Administrator of all Settlement Class Members who submit a Request for Exclusion. The Claims Administrator shall identify any untimely Requests for Exclusion.
- II. **“Parties”** means, jointly, Jacob Chandler and The Regents of the University of California.
- JJ. **“Plaintiff”** or **“Class Representative”** means Jacob Chandler.

KK. **“Preliminary Approval Hearing”** means the hearing at which the Court will consider and decide whether to enter the Preliminary Approval Order.

LL. **“Preliminary Approval Order”** means the order of the Court preliminarily approving this Settlement Agreement, a proposed version of which is attached hereto as Exhibit H.

MM. **“Release”** means the release and waiver set forth in Section XIV of this Settlement Agreement and in the Final Approval Order.

NN. **“Released Claims”** is defined in Section XIV below.

OO. **“Released Parties”** means Defendant and each of its direct or indirect parents, members, subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, agents, representatives, insurers, and all persons acting by, through, under, or in concert with it.

PP. **“Request for Exclusion”** means a request by any Settlement Class Member to be excluded from (to opt out of) the Settlement.

QQ. **“Service Award”** means a reasonable award to Plaintiff for representing the interests of the Settlement Class in the Action, separate and apart from the Individual Settlement Payment, to be paid by Defendant. Such award may include compensation for a general release by Plaintiff.

RR. **“Settlement”** means the agreement by the Parties to resolve the Action, the terms of which have been memorialized and provided for in this Settlement Agreement

SS. **“Settlement Class,” “Class” or “Class Members”** means all undergraduate students at the University of California Santa Cruz who (i) paid or were obligated to pay tuition, room and board, and/or educational service fees for either or both of the Fall 2019 or Winter 2020 academic quarters, and (ii) were enrolled in one or more course(s) prior to March 10, 2020, that was designated as in person. Excluded from the Class are the Defendant, Defendant’s officers, directors, trustees, corporations, trusts, representatives, principals, partners, or joint ventures, and their heirs, successors, assigns, as well as the judges assigned to this action, and any member of a judge’s immediate family.

TT. **“Settlement Website”** refers to an ADA compliant website that shall be established and maintained by the Claims Administrator for purposes of this Settlement. The Settlement Website will include at least the following: (i) Second Amended Complaint; (ii) Answer; (iii) Settlement Agreement; (iv) Preliminary Approval Order; (v) Website Notice; (vi) Claim Form; (vii) Sample Exclusion Form; and (viii) Sample Objection Form. The Parties propose that the website domain name be www.ChandlerUCSCSettlement.com, or other domain agreed upon by the Parties and approved by the Court.

UU. **“Valid Claimants”** means Settlement Class Members who submit a valid and timely Claim Form who do not exclude themselves from the Settlement.

II. REQUIRED EVENTS.

1. Promptly after execution of this Settlement Agreement by all Parties, Settlement Class Counsel and Defendant’s Counsel will take all reasonable and necessary steps, subject to the Court’s availability, to obtain entry of the Preliminary Approval Order and the Final Approval Order as expeditiously as possible.

2. Within twenty-eight (28) days of the Settlement Agreement’s full execution, Defendant shall provide Settlement Class Counsel with the Confirmatory Discovery, to the extent not already completed.

3. As soon as practicable after executing this Settlement Agreement, and on or before February 28, 2025, Plaintiff will take all necessary steps to file with the Court a motion seeking entry of a Preliminary Approval Order in substantially the same form as that attached hereto as Exhibit H. Plaintiff will file his motion for preliminary approval of class action settlement with the proposed Preliminary Approval Order and supporting documents. The proposed Preliminary Approval Order will, among other things:

- A. Certify a California settlement-only class; preliminarily approve Jacob Chandler as Class Representative; and appoint his counsel as Settlement Class Counsel;
- B. Preliminarily approve the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class;
- C. Preliminarily appoint Simpluris, Inc., as the Claims Administrator, and instruct the Claims Administrator to perform the following functions in accordance with the terms of this Agreement and the Preliminary Approval Order:
 - i. Require the Claims Administrator, within thirty (30) Days of the date of the Court entering the Preliminary Approval Order, to establish and maintain an ADA compliant Settlement Website with the Settlement Agreement, Frequently Asked Questions (“FAQs”), and other information that the Parties jointly agree to post concerning the nature of the case and the status of the Settlement, including relevant pleadings such as the operative SAC, papers in support of preliminary and final approval of the Settlement, and Class Counsel’s motions for attorneys’ fees, costs and service award, plus relevant orders of the Court, which will remain available until all claims decisions by the Claims Administrator and benefits to claimants have been provided;
 - ii. Require the Claims Administrator, within thirty (30) Days of the date of the Court entering the Preliminary Approval Order, to establish a toll-free number that Class Members can call to request hard copies of the Claim Form and FAQs be sent to them by mail and to obtain additional information regarding the Settlement;

- iii. Require the dissemination of Email Notice and Mail Notice within thirty (30) Days of the date of the entry of the Preliminary Approval Order, and take all necessary and appropriate steps to accomplish this task;
 - iv. Require the Media Notice to commence within thirty (30) Days of the date of the entry of the Preliminary Approval Order, and take all necessary and appropriate steps to accomplish this task;
 - v. Require the Claims Administrator to evaluate and either (a) approve completed Claim Forms sent by persons seeking to receive benefits as meeting the requirements of the Agreement or (b) disapprove Claim Forms as failing to meet those requirements;
 - vi. Require the Claims Administrator to process Requests for Exclusion from the Settlement in accordance with this Agreement;
 - vii. Require the Claims Administrator to process objections to the Settlement in accordance with the terms of the Agreement; and
 - viii. Require the Claims Administrator, twenty-eight (28) days before mailing Settlement Class Members notices of claim denial, subject to the provisions of Section IV, to provide Defendant's Counsel and Settlement Class Counsel with: (a) a list of names and addresses of all Settlement Class Members who have submitted Claim Forms the Claims Administrator has determined to be valid and (b) a separate list of names and addresses of all persons who have submitted Claim Forms and whose Claim Forms the Claims Administrator has determined to be deficient. Defendant's Counsel and Settlement Class Counsel will then have the opportunity to review each notice of claim denial and request a meet and confer should they decide to challenge some or all of the Claims Administrator's denials. If Settlement Class Counsel challenge a notice of claim denial, that notice will not be sent to the Class Member whose claim was denied until Defendant's Counsel and Settlement Class Counsel meet and confer to arrive at a resolution, which must occur within at least twenty-eight (28) Days of the Claims Administrator's provision of the list described above to Defendant's Counsel and Settlement Class Counsel.
- D. Determine that the Settlement Class Notice preliminarily complies with all legal requirements, including, but not limited to, the Due Process Clause of the United States Constitution;
- E. Issue an order directing the University to release student identification number, name and email (or mailing address if email is not available) to the Claims Administrator, following any preliminary notice by the University, as may be required by FERPA, regarding putative class members with that FERPA protected information, which the Claims Administrator shall not re-disclose or use for any purpose other than claims administration;

- F. Schedule a date and time for a Final Approval Hearing, not less than one hundred twenty (120) Days of the Claims Administrator disseminating Settlement Class Notice (i.e., 150 days from the Court's Entry of the Preliminary Approval Order), to determine whether the Court should finally approve the Settlement;
 - G. Set a deadline for the Claims Submission Period, which will be eighty (80) Days after the Claims Administrator begins disseminating Settlement Class Notice, unless otherwise provided by the Court in the Preliminary Approval Order;
 - H. Require Settlement Class Members who wish to exclude themselves from the Settlement to submit an appropriate and timely written request for exclusion by the Exclusion Deadline, which is tied to the date the Claims Administrator begins disseminating the Settlement Class Notice;
 - I. Require Settlement Class Members who wish to object to the Settlement Agreement to submit an appropriate and timely written objection statement to the Claims Administrator by the Objection Deadline or appear at the final Approval Hearing to orally make an objection;
 - J. Require attorneys representing objecting Settlement Class Members, at the time the objection is submitted to the Claims Administrator and at the objecting Class Members' expense, to file a notice of appearance by the Objection Deadline;
 - K. Require Settlement Class Counsel to file their motion for an award of attorneys' fees, costs, expenses, and Service Award at least thirty (30) Days before the Objection Deadline;
 - L. Require Settlement Class Counsel to file their Final Approval Motion, along with a declaration from the Claims Administrator, (a) indicating the number of written requests for exclusion and objections submitted by Class Members to date; (b) attesting that Settlement Class Notice was disseminated in a manner consistent with the terms of this Settlement Agreement, or those otherwise required by the Court; and (c) including the Claims Administrator's invoice for services performed, at least fourteen (14) court days before the Final Approval Hearing; and
 - M. Issue other related orders as necessary to effectuate the preliminary approval of the Settlement Agreement.
4. The Court will determine the Final Approval Order, but it is expected to, among other things:
- A. Find that the Court has personal jurisdiction over all Settlement Class Members, subject-matter jurisdiction over the claims asserted in the Action, and that venue is proper;
 - B. Certify the Settlement Class, designate Plaintiff as Class Representative, and designate Settlement Class Counsel as counsel for the Settlement Class;
 - C. Grant final approval of the Settlement and this Agreement as fair, reasonable, and adequate to the Settlement Class Members;

- D. Find that the Settlement Class Notice was the best practicable notice and complied with all laws, including, but not limited to, the Due Process Clause of the United States Constitution;
- E. Determine and award reasonable and agreed upon Attorneys' Fees and Costs, and Service Award to the Class Representative;
- F. Determine and award reasonable Administration Expenses;
- G. Enter judgment against Defendant as to the Second Amended Complaint;
- H. Incorporate the Release set forth in the Settlement Agreement and make the Release effective as of the Effective Date;
- I. Authorize the Parties to implement the terms of the Settlement Agreement;
- J. Require a copy of the Final Approval Order and Judgment to be posted on the Settlement Website;
- K. Retain jurisdiction relating to the administration, consummation, enforcement, and interpretation of the Settlement Agreement, the Final Approval Order, and for any other necessary purposes, pursuant to California Rules of Court, r. 3.769(h); and
- L. Issue any related orders necessary to effectuate the final approval of the Settlement Agreement and its implementation.

5. The Parties agree to use their best efforts, consistent with the terms of this Settlement Agreement, to promptly obtain a Final Approval Order following issuance of a Preliminary Approval Order.

6. If the Court does not issue the Preliminary Approval Order or does not issue the Final Approval Order, and if the Court does not grant leave to resubmit, then the terms of this Settlement Agreement are subject to termination by either Party, pursuant to Section XVI.4 below. However, the Parties agree to use their best efforts, consistent with this Settlement Agreement, to cure any defect(s) the Court identifies.

7. The Parties acknowledge that prompt approval, consummation, and implementation of the Settlement set forth in this Settlement Agreement are essential. The Parties will cooperate with each other in good faith to carry out the purposes of and to effectuate this Settlement Agreement, will promptly perform their respective obligations hereunder, and will promptly take any and all actions and execute and deliver any and all additional documents and all other materials or information reasonably necessary or appropriate to carry out the terms of this Settlement Agreement and the transactions contemplated hereby.

8. The administration and consummation of the Settlement as embodied in this Settlement Agreement will be under the authority of the Court; the Court's continuing jurisdiction is pursuant to California Civil Procedure Code § 664.6 and California Rules of Court, r. 3.769(h).

The Court shall retain jurisdiction to protect, preserve, and implement the Settlement Agreement including, but not limited to, the Release. The Court shall retain jurisdiction to enter such further orders as may be necessary or appropriate in administering and implementing the terms and provisions of the Settlement Agreement.

9. Upon the Effective Date, judgment will be entered, subject to the continuing jurisdiction of this Court, and Settlement Class Members will be forever barred from pursuing any claims which have been resolved by this Settlement.

III. SETTLEMENT RELIEF.

1. Defendant agrees to pay up to the Gross Settlement Amount to settle the Action. The Gross Settlement Amount is comprised of two separate components: (i) the Monetary Settlement Award and (ii) Costs and Fees. Defendant shall pay a fixed amount of One Hundred Twenty Thousand Dollars (\$120,000.00) in connection with the Monetary Settlement Award. Costs and Fees shall be paid separate and apart from the Monetary Settlement Award, up to Two Hundred Eighty Thousand Dollars (\$280,000.00). In no event shall Defendant be obligated to pay more than Four Hundred Thousand Dollars (\$400,000.00) to resolve the Released Claims subject to this Settlement.

2. To the extent that the parties cannot agree, the Court shall have binding authority to resolve disputes regarding funding amounts, cy pres awards, and/or the reallocation of uncashed or unclaimed funds.

3. Provision of Funds to Claims Administrator. Funds shall be provided to the Claims Administrator by Defendant within fourteen (14) days of the Effective Date.

4. Payments to Class Counsel, Class Representative, and Class Members. Funds shall be disbursed by the Claims Administrator as follows:

- A. Within forty-five (45) days of the Effective Date, the Claims Administrator shall mail the Individual Settlement Payment to Valid Claimants. The settlement checks shall state on their face that they are valid for one hundred eighty days (180) from the date of issuance.
- B. The Attorneys' Fees and Costs shall be paid to Settlement Class Counsel within twenty-one (21) days of the Effective Date.
- C. The Service Award shall be paid to the Class Representative within twenty-one (21) days of the Effective Date.
- D. Administration Expenses shall be paid to the Claims Administrator within twenty-one (21) days of the Effective Date.

IV. CLAIM REVIEW AND PROCESSING.

1. Claim Review and Processing. The Claims Administrator will review all properly submitted claims on a rolling basis upon receipt. The Claims Administrator will be responsible for conditionally approving each claim by ensuring that all information and documentation required by this Settlement Agreement have been submitted. Following the Effective Date, the

Claims Administrator will coordinate with Defendant's Counsel the processing and payment of those properly supported and conditionally approved claims, as set forth below.

2. Deficient Claims. Any Settlement Class Member whose claim is deemed deficient will receive from the Claims Administrator by email or mail, within fourteen (14) days of the determination that the claim is deficient, a written explanation stating the reason(s) the claim was deemed deficient, including steps the Settlement Class Member can take to cure the deficiency, if possible. The Settlement Class Member receiving such notice will be allowed twenty-one (21) days from emailing or mailing of the deficiency notice to cure the deficiency, if possible. If the Settlement Class Member does not provide the materials identified by the Claims Administrator or fails to respond to the Claims Administrator's email or letter, the Claims Administrator will issue a Notice of Claim Denial, which will be subject to the meet-and-confer process described in Section II(3)(C)(vii) above.

V. NOTIFICATION TO SETTLEMENT CLASS MEMBERS.

1. Defendant will pay all costs related to the Class Notice program. Subject to the Court's approval of the notice program, notice dissemination shall be commenced within thirty (30) Days after entry of the Preliminary Approval Order.

- A. Class List. Within sixteen (16) days of the Preliminary Approval Order being entered by the Court, Defendant's Counsel shall provide the Claims Administrator with the Class List.
- B. Notice. The Notice will inform the Settlement Class about this Settlement and will also advise them of their rights, including their ability to object to, opt out of, or participate in the Settlement. Within thirty (30) Days of the Preliminary Approval Order, the Claims Administrator shall disseminate Notices by doing the following: (i) email a copy of the Email Notice to all Settlement Class Members for whom the Claims Administrator has a valid email address; (ii) mail a copy of the Mail Notice, along with a Claim Form, Exclusion Form and Objection Form, through regular U.S. Mail to the last known mailing addresses of Settlement Class Members for whom the Claims Administrator does not have a valid email address; and (iii) create a Settlement Website with a detailed long-form Website Notice. Email Notice will include links to the Settlement Website, which will include an electronic version of the Claim Form and an online portal where Settlement Class Members will be able to submit their claims. The online portal shall pre-populate the name, phone number and mailing address associated with a Settlement Class Member's student identification number, if a Settlement Class Member's student identification number is entered.
- C. Notice Program. Details of the notice program will be set forth in a declaration by the Claims Administrator, which will be attached to the Memorandum in Support of Plaintiff's Motion for Preliminary Approval. Generally, the notice program will consist of long form Website Notice, Email Notice, Mail Notice and Media Notice.

The sample Exclusion Form shall be made available for download on the Settlement Website. The Claims Administrator will check the National Change of Address database prior to mailing notice and will conduct a prompt skip-trace on returned Mail Notice and returned payments made by physical checks.

- D. Skip Trace and Remailing. If an Email Notice is returned as undeliverable, then the Claims Administrator shall take all reasonable steps to obtain a valid email address, including performing a skip trace, and shall disseminate the Email Notice to any other email address obtained or mail a Mail Notice to any physical address, if no valid email address is available. If a Notice is returned as undeliverable via mail, then the Claims Administrator shall take all reasonable steps to obtain a valid physical mailing address, including requesting such information from Defendant and performing a skip trace, and then re-disseminating the Mail Notice to any other physical mailing address obtained. The Claims Administrator shall also mail a Mail Notice to any Settlement Class Member who requests them after the initial Email Notice was disseminated and before the Notice Response Deadline. The Claims Administrator will notify Class Counsel and Defendant's Counsel of any Notices returned as undeliverable after the first dissemination (whether by email or mail), including those returned as undeliverable after any subsequent dissemination.
- E. Media Notice. Unless otherwise ordered by the Court, within thirty (30) Days after entry of the Preliminary Approval Order, the Claims Administrator shall cause notice of the Settlement to commence through a targeted digital advertising campaign, pursuant to the Claims Administrator's notice plan set forth in the Claims Administrator's declaration in support of preliminary approval of the Settlement. The media notice program, including the content of any advertising and the locations where it will be posted, shall be subject to Defendant's approval, substantially in the form attached as Exhibit D.

2. Contents of the Class Notice. The Class Notice, in a form substantially similar to the Class Notices attached to the Settlement Agreement as Exhibit A, Exhibit B, Exhibit C, and Exhibit D, will advise Class Members of the following:

- A. **General Terms:** The Website Notice, Email Notice and Mail Notice will contain a plain and concise description of the nature of the Action, the history of the Action, the preliminary certification of the Settlement Class, and the proposed Settlement, including information on the identity of Settlement Class Members, how the proposed Settlement would provide monetary relief to Settlement Class Members, what claims are released under the proposed Settlement, contact information for Settlement Class Counsel and Claims Administrator to answer questions, links to the long-form Website Notice, Settlement Agreement, and other important documents in the case, the URL for the Settlement Website and the Court's register of actions (or other URL as required by the Court), and other relevant terms and conditions, as well as the date, time and place of the Final Approval Hearing.

- B. **Exclusion/Opt-Out Rights:** The Website Notice, Email Notice and Mail Notice will inform Class Members that they have the right to request exclusion from (opt out of) the Settlement. The Settlement Class Notice will provide the deadlines and procedures for exercising this right.
- C. **Objection to Settlement:** The Website Notice, Email Notice and Mail Notice will inform Class Members of their right to object to the proposed Settlement and inform them of their option to appear at the Final Approval Hearing. The Class Notice will provide the deadlines and procedures for exercising these rights.
- D. **Costs, Fees, and Service Award:** The Website Notice, Email Notice and Mail Notice will inform Settlement Class Members about the amounts Settlement Class Counsel will seek in Attorneys' Fees and Costs, Administration Expenses, and a Service Award that Defendant will pay if the Settlement is approved, and that such payment is in addition to, and will not reduce, the relief being made available to members of the Settlement Class as the Individual Settlement Payment.
- E. **Claim Forms:** The Website Notice, Email Notice and Mail Notice will inform Settlement Class Members of the requirement to submit a completed and timely Claim Form.

VI. CLAIM FORM REQUIREMENTS.

1. Any Settlement Class Member who does not request exclusion from the Settlement may submit a Claim Form for the Individual Settlement Payment. A Claim Form may be submitted via the online portal on the Settlement Website or mailed to the Claims Administrator. If mailed, the Claim Form must be postmarked no later than the Notice Response Deadline specified in the Court's Preliminary Approval Order. A Claim Form will be included on the Settlement Website that will be substantially similar in the form of Exhibit E attached hereto. Claim Forms must (A) state the Settlement Class Member's full name and current address; (B) affirm that "Between September 21, 2019 and March 10, 2020 at the University of California, Santa Cruz, I experienced at least one of the following on a day when in-person educational instruction was normally expected to occur: (i) cancellation of a class or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities or services; or (iv) restricted access to on-campus facilities or services."; and (C) include the Settlement Class Member's signature, whether signed physically or by e-signature by the Settlement Class Member personally. The Settlement Class Member may provide their student identification number, which shall be optional. Settlement Class Members shall only be entitled to a single recovery, regardless of whether they were enrolled in one or both of Fall 2019 or Spring 2020 terms.

VII. CY PRES / SUBSEQUENT DISTRIBUTIONS.

1. Any unpaid residue or unclaimed or abandoned Settlement checks shall be distributed in equal shares to two charitable entities, Public Justice (proposed by Plaintiff) and Second Harvest Food Bank of Santa Cruz County (proposed by Regents), as a cy pres distribution, subject to Court approval. Alternatively, if ordered by the Court, the Claims Administrator shall make a subsequent distribution to Valid Claimants who cashed their initial Settlement check, to

the extent economically feasible to conduct the subsequent distribution (meaning a settlement check value of at least one dollar (\$1.00)), with such subsequent checks to expire within ninety (90) days of issuance.

VIII. REQUESTS FOR EXCLUSION.

1. Any Settlement Class Member may make a Request for Exclusion by submitting it via the online portal on the Settlement Website or by mailing it to the Claims Administrator. If mailed, the Request for Exclusion must be postmarked no later than the Notice Response Deadline specified in the Court's Preliminary Approval Order. If submitted via the online portal, the Request for Exclusion must be submitted no later than the Notice Response Deadline specified in the Court's Preliminary Approval Order. A Sample Exclusion Form will be included on the Settlement Website that will be substantially similar in the form of Exhibit F attached hereto. Requests for Exclusion must (A) state the Settlement Class Member's full name and current address; (B) specifically and clearly state the Settlement Class Member's desire to be excluded from the Settlement in *Chandler v. The Regents of the University of California*, Case No. 30-2020-01169261-CU-BC-CXC (Superior Court of California, Orange County); and (C) include the Settlement Class Member's signature.

2. Settlement Class Members may opt out on an individual basis only. So-called "mass" or "class" opt-outs, whether filed by third parties on behalf of a "mass" or "class" of class members or multiple class members where no personal statement has been signed by each and every person who desires to opt out, shall not be permitted.

3. Any Settlement Class Member who submits a timely Request for Exclusion may not object to the Settlement and will be deemed to have waived any rights or benefits under this Settlement Agreement. Any Settlement Class Member who submits both a Request for Exclusion and a Claim Form will be deemed to have requested to be excluded.

4. The Claims Administrator will promptly provide all Requests for Exclusion received to Settlement Class Counsel and Defendant's Counsel. Settlement Class Counsel shall file a list of persons requesting exclusion from the Settlement with the Court along with the Final Approval Motion.

5. The Court is the final arbiter regarding the validity and authenticity of requests for exclusion.

IX. OBJECTIONS.

1. A Settlement Class Member (e.g., a Settlement Class Member who has not filed a valid and timely Request for Exclusion) who wishes to object to the fairness, adequacy, or reasonableness of this Settlement Agreement or the Settlement, or to the requested award of Attorneys' Fees and Costs, Service Award or Administration Expenses, may submit a written Objection by the Objection Deadline or orally object to the Settlement at the Final Approval Hearing. A written Objection must be submitted via the online portal on the Settlement Website or mailed to the Claims Administrator. If mailed, the Objection must be postmarked no later than the Notice Response Deadline specified in the Court's Preliminary Approval Order. If submitted

via the online portal on the Settlement Website, the Objection must be submitted no later than the Notice Response Deadline specified in the Court's Preliminary Approval Order. To state a valid written Objection to the Settlement an objecting Settlement Class Member (i.e., an Objector) must provide the following information in their written Objection: (A) the Objector's full name, current address, current telephone number, email address (if any); (B) a statement indicating that the Objector was an undergraduate student at UCSC during the Class Period; (C) a statement of the position(s) the Objector wishes to assert, including the factual grounds for the position; and (D) the Objector's signature. Additionally, the objector may choose to submit any documents that the objector wishes to be considered in connection with the Objection. Any Settlement Class Member who submits both a Request for Exclusion and an Objection will be deemed to have requested to be excluded. A Sample Objection Form will be included on the Settlement Website that will be substantially similar in the form of Exhibit G attached hereto.

2. The Claims Administrator will promptly provide all Objections received to Settlement Class Counsel and Defendant's Counsel. Settlement Class Counsel shall file the Objections with the Court no later than fourteen (14) court days prior to the Final Approval Hearing.

3. An Objector may appear, in person or by counsel (at the Objector's own expense), at the Final Approval Hearing, to show cause why the proposed Settlement should not be approved as fair, reasonable, and adequate, or to object to any requests for Attorneys' Fees and Costs, Administration Expenses, and/or Service Award. The Court retains final authority with respect to consideration and admissibility of Objections.

4. All attorneys for an Objector who desire to present oral argument or evidence in support of the objection shall file a notice of appearance with the Court no later than the Objection Deadline and serve a copy of the notice of appearance on Class Counsel and Defendant's Counsel.

5. The agreed-upon procedures and requirements for submitting Objections in connection with the Final Approval Hearing are intended to ensure the efficient administration of justice and the orderly presentation of any Settlement Class Member's Objection to the Settlement, in accordance with such Settlement Class Member's due process rights.

6. The Preliminary Approval Order and Class Notice will require all Settlement Class Members who have any Objections to submit a written Objection to the Claims Administrator by the Objection Deadline or orally object at the Final Approval Hearing before Judge Melzer.

7. The Preliminary Approval Order will further provide that, absent good cause found by the Court, Objections that are not timely or are otherwise not compliant may be deemed waived and not be considered by the Court.

8. Settlement Class Counsel will be responsible for addressing all objections.

9. An Objector will be entitled to all of the benefits of the Settlement if this Settlement Agreement and the terms contained herein are approved, as long as the objecting Settlement Class

Member complies with all requirements of this Settlement Agreement applicable to Settlement Class Members including submitting a Claim Form.

10. The Court retains final authority with respect to consideration and admissibility of objections.

X. SETTLEMENT CLAIMS ADMINISTRATOR.

1. **Funding Claims Administrator.** Defendant shall pay reasonable Administration Expenses to the Claims Administrator that are approved by the Court.

A. **Responsibilities of Claims Administrator.** The Claims Administrator shall be responsible for: (i) printing and disseminating, via mail and/or e-mail to the Settlement Class the Email Notice and/or Mail Notice; (ii) performing a skip trace and resending, within fourteen (14) days of receipt, any Notice returned without a forwarding address, or resending to those with a new forwarding address; (iii) responding to inquiries from the Parties; (iv) monitoring and maintaining a toll-free telephone number until the Effective Date or the termination of this Agreement, whichever comes first; (v) promptly furnishing to counsel for the Parties copies of any Requests for Exclusion, Objections or other written or electronic communications from each Class Member that the Claims Administrator receives; (vi) receiving, retaining and reviewing the Claim Forms submitted by each Class Member; (vii) keeping track of Requests for Exclusion and Objections, including maintaining the original envelope in which each Request for Exclusion and Objection was mailed; (viii) distributing Individual Settlement Payments to Class Members and Court-approved Costs and Fees, as necessary; (ix) preparing, sending and/or wire-transferring Attorneys' Fees and Costs; (x) transmitting any Service Award and Individual Settlement Payments in accordance with this Agreement and the Final Approval Order; (xi) responding to inquiries of Class Members regarding procedures for submitting Requests for Exclusion, Objections, and Claim Forms; (xii) referring to Class Counsel all inquiries by Class Members regarding matters not within the Claim Administrator's duties specified herein; (xiii) responding to inquiries of counsel for the Parties relating to the Claims Administrator's duties specified herein; (xiv) promptly apprising counsel for the Parties of the activities of the Claims Administrator; (xv) maintaining adequate records of its activities, including the dates of disseminating Class Notices, returned mail and any and all other actual or attempted written or electronic communications with the Settlement Class; (xvi) confirming in writing to counsel for the Parties and the Court its completion of the administration of the Settlement; (xvii) timely responding to communications from the Parties and their counsel; (xviii) providing all information, documents and calculations necessary to confirm the Gross Settlement Amount to the Parties' Counsel; (xix) obtaining, administering, and maintaining a Settlement Website; and (xx) such other tasks as the Parties mutually agree.

B. **Weekly Reporting Requirements.** Throughout the period of claims administration, the Claims Administrator shall provide reports to the Parties upon

their request regarding (i) the status of the providing Email Notice and Mail Notice to Settlement Class Members, (ii) the status or progress of the claims administration process, (iii) anticipated or expected distribution of the Individual Settlement Payments, and (iv) any other aspect of the claims administration process. Beginning the second Friday after Notice is disseminated to Class Members, the Claims Administrator shall provide counsel for the Parties weekly updates on the number of Settlement Class Members, Objectors, and Requests for Exclusion.

C. **Access to the Claims Administrator.** The Parties will have equal access to the Claims Administrator. Class Counsel and Defendant's Counsel agree to use their best efforts to cooperate with the Claims Administrator and provide reasonable assistance in administering the Settlement.

D. **Estimated Administration Expenses.** As of July 10, 2024, Simpluris, Inc. estimates class notice and settlement administration expenses to be \$19,468.

XI. FINAL LIST OF CLASS MEMBERS, OBJECTORS AND OPT-OUTS

1. No later than twenty-one (21) Days after the Response Deadline, the Claims Administrator shall certify jointly to Class Counsel and Defendant's Counsel: (a) a list of all Settlement Class Members, (b) a list of all Objectors, (c) a list of all Class Members who timely submitted a Request for Exclusion, and (d) an estimated calculation of the Settlement proceeds to Class Members in accordance with the formulas and allocation amounts discussed below.

2. To the extent that any issues arise, they should be addressed by the Parties before Plaintiff files the Final Approval Motion. If the issues cannot be resolved, they should be submitted to the Court via the Final Approval Motion with designated paragraphs concerning the Parties' respective positions.

XII. FINAL APPROVAL MOTION.

1. No later than thirty (30) Days before the Final Approval Hearing, or as otherwise set by the Court, Plaintiff shall file the Final Approval Motion, including seeking approval of all procedures for effectuating the terms of the Settlement. The motion shall include the Claims Administrator's invoice for services performed.

XIII. ATTORNEYS' FEES AND COSTS AND SERVICE AWARD TO PLAINTIFF.

1. Settlement Class Counsel may petition the Court for an award of Attorneys' Fees and Costs to be paid by Defendant separate and apart from any relief provided to the Settlement Class Members. The maximum amount of attorneys' fees that the Court may award to Plaintiff under this Settlement is not to exceed \$236,532. The maximum amount of costs to Plaintiff that the Court may award under this Settlement is not to exceed \$20,000. Defendant does not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel's combined request for Attorneys' Fees and Costs up to and not exceeding the total of \$256,532, nor will Defendant contest the reasonableness of the amounts requested under this Agreement. Settlement Class Counsel's request for Attorneys' Fees and Costs will be part of a motion for Attorneys' Fees

and Costs, Administration Expenses, and Service Award to be filed with the Court thirty (30) Days before the Objection Deadline.

2. In return for services rendered to the Settlement Class, Plaintiff may apply to the Court to receive a Service Award of no more than Four Thousand Dollars (\$4,000.00). Defendant does not oppose, and will not encourage or assist any third party in opposing, Settlement Class Counsel's request for a Service Award up to and not exceeding \$4,000, nor will Defendant contest the reasonableness of that amount requested under this Agreement.

3. The substance of Settlement Class Counsel's motion for Attorneys' Fees and Costs, Administration Expenses, and Service Award is to be considered separately from the Court's consideration of the fairness, reasonableness, adequacy, and good faith of the Settlement of the Action. The outcome of any proceeding related to Class Counsel's motion for Attorneys' Fees and Costs, Administration Expenses, and Service Award shall not terminate this Agreement or otherwise affect the Court's ruling on the Final Approval Motion.

XIV. RELEASE OF CLAIMS.

1. By this Settlement Agreement and the following Release, the Releasing Parties release the Released Parties from the Released Claims.

- A. The "Released Parties" include the Regents of the University of California and its direct or indirect parents, members, subsidiaries, affiliated and related entities, predecessors, successors and assigns, partners, privities, and any of their present and former directors, officers, employees, agents, representatives, insurers, and all persons acting by, through, under, or in concert with it.
- B. The "Releasing Parties" mean Plaintiff/Class Representative and other Settlement Class Members and each of their successors, assigns, beneficiaries, legatees, heirs, spouses (to the extent spouses claim a community property interest), and personal representatives. Settlement Class Members who properly execute a timely request to be excluded from this Settlement are not Releasing Parties.

2. The Released Claims refer to any and all claims, including demands, rights, liabilities, and causes of action, of every nature and description, that were asserted or could have been asserted in the Second Amended Complaint in the Action against the Released Parties during the Class Period, which relate to or arise out of (i) cancellation of classes or other educational instruction; (ii) reduced class instruction time; (iii) lack of access to on-campus facilities and services; or (iv) restricted access to on-campus facilities and services, due in part to alleged authorized striking activity at UCSC, excluding any claims for property damage or personal injury.

3. As it relates to Defendant the Regents of the University of California and the Class Representative only (excluding all other Settlement Class Members), the foregoing waiver includes an express waiver of rights conferred by Section 1542 of the California Civil Code, which provides:

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

4. Defendant and the Class Representative recognize that even if they later discover facts in addition to or different from those they know or believe to be true at the time of executing this Agreement, they nevertheless agree that upon entry of the Final Approval Order and judgment, Defendant and the Class Representative fully, finally, and forever settle and release any and all of the Released Claims. The foregoing waiver and release was bargained for and is a material element of the Settlement Agreement.

5. The Class Representative represents and warrants that he is the sole and exclusive owner of the claims he has asserted and is releasing under this Settlement Agreement. The Class Representative further acknowledges that he has not assigned, pledged, or in any way sold, transferred, assigned, or encumbered any right, title, interest, or claim arising out of or in any way pertaining to this Action, including, without limitation, any claim for benefits, proceeds, or value under the Action, and that the Class Representative is not aware of anyone other than himself claiming any interest, in whole or in part, in the Action or in any benefits, proceeds, or values under the Action based on the claims the Class Representative has individually asserted and is releasing under this Settlement Agreement.

6. The Class Representative further represents that, as of the date of executing this Agreement, he is not aware of any Settlement Class Members, other than himself, who have filed claims or actions for the relief sought in this Action.

7. This Release encompasses any and all claims for attorneys' fees, costs, expert fees, consultant fees, interest, litigation fees, costs, or any other fees, costs, and/or disbursements Settlement Class Counsel or Class Representative has incurred in connection with this action.

8. The Class Representative expressly agrees that this Release will be and may be raised as a complete defense to and will preclude any action or proceeding relating to the Released Claims.

9. The Settlement Agreement and Release does not affect the rights of Settlement Class Members who timely and properly submit a Request for Exclusion.

10. Non-Admission of Liability. By entering this Agreement, Defendant in no way admits any violation of law or any liability whatsoever to the Class Representative and the Settlement Class Members, individually or collectively, all such liability being expressly denied. Rather, Defendant enters into this Agreement to avoid further protracted litigation and to fully and finally resolve and settle all disputes with the Class Representative and Settlement Class Members. Settlement of the Action, negotiation and execution of this Agreement, and all acts performed and documents executed pursuant to or in furtherance of this Agreement or the Settlement: (1) are not,

shall not be deemed to be, and may not be used as an admission or evidence of any wrongdoing or liability on the part of Defendant or of the truth of any of the factual allegations in any and all complaints or other papers filed by the Class Representative in the Action; and (2) are not, shall not be deemed to be, and may not be used as an admission or evidence of fault or omission on the part of Defendant in any civil, criminal, administrative, or arbitral proceeding. The Parties understand and agree that this Agreement is a settlement document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to approve, interpret, or enforce the terms of the Agreement and as otherwise provided in this Agreement.

XV. REPRESENTATIONS, WARRANTIES, AND COVENANTS.

1. Settlement Class Counsel, who are signatories hereof, represent and warrant that they have the authority, on behalf of Plaintiff and Settlement Class, to execute, deliver, and perform this Settlement Agreement and to consummate all of the transactions contemplated hereby. This Settlement Agreement has been duly and validly executed and delivered by Settlement Class Counsel and Plaintiff and constitutes their legal, valid, and binding obligation.

2. Defendant, through their undersigned attorneys, represent and warrant they have the authority to execute, deliver, and perform this Settlement Agreement and to consummate the transactions contemplated hereby. Defendant's delivery and performance of this Settlement Agreement and their consummation of the actions contemplated hereby have been duly authorized by all necessary entity action on the part of Defendant. Defendant has duly and validly executed and delivered this Settlement Agreement, which constitutes their legal, valid, and binding obligation.

XVI. MISCELLANEOUS PROVISIONS.

1. The Parties expressly acknowledge and agree that the drafting and negotiation of this Settlement Agreement and the exhibits and related documents thereto along with all related drafts, motions, pleadings, conversations, negotiations, and correspondence, constitute an offer of compromise and a compromise within the meaning of California Evidence Code Section 1152. In no event will this Settlement Agreement, any of its provisions, or any negotiations, statements, or court proceedings relating to its provisions in any way be construed as, offered as, received as, used as, or deemed to be evidence of any kind in the Action, any other action, or in any judicial, administrative, regulatory, or other proceedings, except in a proceeding to enforce this Settlement Agreement or the rights of the Parties or their counsel.

2. Without limiting the foregoing, this Settlement Agreement, its exhibits, any related documents, any related negotiations, statements, or court proceedings will not be construed as, offered as, received as, used as, or deemed to be evidence or an admission or concession of any liability, wrongdoing, fault, or omission of any kind whatsoever by Defendant with respect to any alleged wrongdoing, fault, or omission of any kind whatsoever, regardless of whether or not this Settlement Agreement results in entry of a Final Approval Order as contemplated herein. Defendant specifically denies all of the allegations made in connection with the Action. Neither this Settlement Agreement nor any class certification pursuant to it will constitute, in this or in any other proceeding, an admission by the Defendant, or evidence or a finding of any kind, that any requirement for class certification is satisfied with respect to the Action, or any other litigation,

except for the limited purpose of settlement pursuant to this Settlement Agreement. This Settlement Agreement also is made with the Parties' understanding and agreement that (A) under applicable laws, it is appropriate that a class be certified for settlement purposes only; (B) Defendant contests and denies that any class, including the proposed Settlement Class, is suitable for certification as a class under the law of any jurisdiction, other than for the purposes of this Settlement Agreement; and (C) notwithstanding any other provisions of this Settlement Agreement, all actions and proceedings pursuant to it will be consistent with the foregoing. This provision will survive the expiration or voiding of the Settlement Agreement.

3. This Settlement Agreement is entered into only for purposes of settlement. If the Final Approval Order is not entered, then this Settlement Agreement, including any releases or dismissals hereunder, is canceled, and no term or condition of this Settlement Agreement, or any draft thereof, or of the discussion, negotiation, documentation, or other part or aspect of the Parties' settlement discussions, will have any effect, nor will any such matter be admissible in evidence for any purpose, or used for any purposes whatsoever in the Action, except as provided by this Agreement, and all Parties will be restored to their prior rights and positions as if the Settlement Agreement had not been entered into. Notwithstanding, if the Settlement Agreement is not approved, the parties will work in good faith, to the extent possible, to resolve the Court's concerns.

4. Termination. This Settlement Agreement will terminate by decision of either the Defendant or the Plaintiff through Settlement Class Counsel, if: (A) the Court, or any appellate court, rejects, modifies, or denies approval of any portion of this Settlement Agreement or the proposed Settlement that the terminating Party reasonably determines(s) is material, including, without limitation, the terms of relief, the findings or conclusions of the Court, the provisions relating to notice, the definition of the Class, or the terms of the Release; (B) the Court, or any appellate court, does not enter or completely affirm, or alters or expands, any portion of the Final Approval Order, or any of the Court's findings of fact or conclusions of law, that the terminating Party reasonably determine(s) is material; or (C) 1,000 Settlement Class Members timely exclude themselves from (opt-out of) the Settlement. The terminating Party must exercise the option to withdraw from and terminate this Settlement Agreement, as provided in this paragraph, no later than twenty (20) days after receiving notice of the event prompting the termination. In such event, the Parties will be returned to the positions that they occupied as of April 3, 2024.

5. Severance/Severability. With the exception of the provision for Attorneys' Fees and Costs and a Service Award to Plaintiff, none of the terms of this Agreement is severable from the others. If the Court or an appellate court should rule that any term is void, illegal, or unenforceable for any reason, however, Defendant, in its sole discretion, and Plaintiff, in his sole discretion (but acting in accord with their duties and obligations as Class Representative), may elect to waive any such deficiency and proceed with the Settlement under the terms and conditions the Court ultimately approves.

6. Further, Defendant may unilaterally withdraw from and terminate this Settlement Agreement within twenty (20) days after receiving notice of either of the following events so long as such date is prior to the Effective Date:

- A. Any state attorney general, federal agency, or regulatory or administrative authority institutes a proceeding against the Defendant arising out of the Release and any of

the terms or conditions of this Settlement Agreement; or

- B. Any federal or state regulator or agency: (i) objects either to any aspect or term of the Settlement Agreement and (ii) requires any substantial modification to the Settlement Agreement, including, without limitation, a constriction or expansion of the scope of the contemplated relief that is reasonably material.

7. If this Settlement Agreement is subject to termination pursuant to paragraphs 4 or 6 of Section XVI, then:

- A. The Parties will cooperate in good faith to attempt to resolve any issues identified in paragraphs 4 and 6 of Section XVI that may trigger termination of this Settlement in order to prevent the termination of this Settlement Agreement. If the Parties are unable to resolve these issues, this Settlement Agreement will be null and void and will have no force or effect, and no Party to this Settlement Agreement will be bound by any of its terms, except for the terms set forth in this paragraph;
- B. The Parties will petition to have lifted any stay orders entered pursuant to this Settlement Agreement;
- C. All of the provisions, and all negotiations, statements, and proceedings relating to it, will be without prejudice to the rights of Defendant, Class Representative, or any Settlement Class Member, all of whom will be restored to their respective positions occupied as of April 3, 2024, except that the Parties will cooperate in requesting that the Court set a new scheduling order such that no Parties' substantive or procedural rights are prejudiced by the attempted Settlement;
- D. The Parties expressly and affirmatively reserve all defenses, arguments, and motions as to all claims that have been or might later be asserted in the Action;
- E. Neither this Settlement Agreement, nor the fact of it having been made, nor the negotiations leading to it, nor any discovery or action taken by a Party or Settlement Class Member pursuant to this Settlement Agreement, will be admissible or entered into evidence for any purpose whatsoever, unless agreed to by the Parties or ordered by the Court in this Action;
- F. Any Settlement-related order(s) or judgment(s) entered in the Action after the date of execution of this Agreement will be deemed vacated and will be without any force or effect;
- G. Settlement Class Members, Class Representative, and Settlement Class Counsel will not in any way be responsible or liable for any Settlement Administration expenses or taxes, including costs of notice and administration associated with this Settlement or this Settlement Agreement, except that each Party will bear its own attorneys' fees and costs and Defendant's future payment obligations under the Settlement will cease; and

H. Defendant will have no further obligations to pay Settlement Class Members, Settlement Class Representative, or Settlement Class Counsel under the terms of this Settlement set forth in this Settlement Agreement and will be responsible for only the Administration Expenses and taxes actually incurred, for which Plaintiff and Settlement Class Counsel are not liable.

8. Headings Not Part of Agreement. The headings of the sections and paragraphs of this Settlement Agreement are included for convenience only and will not be deemed to constitute part of this Settlement Agreement or to affect its construction.

9. Modification. This Settlement Agreement, including all exhibits attached hereto, may not be modified or amended except in writing and signed by all of the Parties.

10. Executed in Counterparts. This Settlement Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signatures may be obtained electronically via DocuSign, AdobeSign, RightSignature, or similar service.

11. Governing Law. This Settlement Agreement and any amendments to it will be governed by and construed in accordance with the substantive laws of the State of California. The Settlement Agreement will be interpreted and enforced pursuant to California law which will govern approval of the Settlement, preliminary and final certification of the Settlement Class, and all related issues, such as Settlement Class Counsel's motion for attorneys' fees and costs.

12. Venue. Any disagreement regarding or action to enforce this Settlement Agreement will be commenced and maintained only in the Superior Court of the State of California, County of Orange.

13. Parties to Bear Own Costs. Except as otherwise provided in this Settlement Agreement, each Party to this Settlement Agreement will bear his, her, or its own costs in the Action, including the Parties' respective portions of the Belaire-West Notice completed by CPT Group, Inc.

14. The Parties to this Settlement Agreement reserve the right, by agreement and subject to the Court's approval, to grant any reasonable extensions of time that may be necessary to carry out any of the provisions of this Settlement Agreement.

15. Proper notice will be given to Plaintiff (through counsel) and Defendant (through counsel) of all applications for Court approval or Court orders required under this Settlement Agreement.

16. The determination of the terms of, and the drafting of, this Settlement Agreement, including its exhibits, has been accomplished by mutual agreement of the Parties, after negotiation, with consideration by and participation of all Parties and their counsel. Since this Settlement Agreement was drafted with the participation of all Parties and their counsel, the presumption that

ambiguities will be construed against the drafter does not apply. Each of the Parties was represented by competent and effective counsel throughout the course of settlement negotiations and in the drafting and execution of this Settlement Agreement, and there was no disparity in bargaining power among the Parties to this Settlement Agreement. No parol or other evidence may be offered to explain, modify, construe, contradict, or clarify the Settlement Agreement's terms, the intent of the Parties or their counsel, or the circumstances under which this Settlement Agreement was made or executed.

17. All of the exhibits to this Settlement Agreement are material and integral parts hereof and are fully incorporated herein by reference. This Settlement Agreement and the exhibits hereto constitute the entire, fully integrated agreement among the Parties and cancel and supersede all prior written and unwritten agreements and understandings pertaining to the Settlement of the Action.

18. The Parties agree that any disputes regarding the meaning of the terms and conditions of this Settlement Agreement, the Parties' rights and obligations under this Settlement Agreement, or the manner in which any issue or dispute arising under this Settlement Agreement should be resolved, will be submitted to the Court for resolution.

19. The Parties agree and acknowledge that this Settlement Agreement includes a covenant of good faith and fair dealing.

20. One Party's waiver of another Party's breach of this Settlement Agreement will not be deemed a waiver of any prior or subsequent breach of this Settlement Agreement.

21. If one Party to this Settlement Agreement considers another Party to be in breach of its obligations under this Settlement Agreement, that Party must provide the breaching Party with written notice of the alleged breach within ten (10) Days of discovery of the breach and provide a reasonable opportunity to cure the breach before taking any action to enforce any rights under this Settlement Agreement.

22. If, prior to the Effective Date of the Settlement, the media contacts any Party and that Party wishes to respond to the inquiry, that Party shall solely state that "the case was resolved to the satisfaction of all parties" or "the case was resolved to the satisfaction of all parties without the admission of any liability." This applies to all communications, regardless of whether made individually, anonymously, or using an alias or screen name. Subject to this limitation, nothing in this paragraph prevents Plaintiff or Settlement Class Counsel from truthfully and accurately representing the underlying factual allegations and legal theories alleged in the Action, the procedural history of the Action, and the nature of this Settlement, except that no information shall be shared that is not publicly available.

23. Agreement to Extend 5-Year Trial Rule. Within fourteen (14) Days of full execution of this Agreement, the Parties agree to file a written stipulation with the Court to extend to November 9, 2026, the time within this Action must be brought to trial pursuant to California Civil Procedure Code § 583.330 (five years).

24. The Parties agree and acknowledge that this Settlement Agreement includes a covenant of good faith and fair dealing.

25. All notices to the Parties or counsel required by this Settlement Agreement will be made in writing and communicated by electronic and regular mail to the following addresses (unless one of the Parties subsequently designates one or more other designees):

If to Settlement Class Counsel:

Abbas Kazerounian
Kazerouni Law Group, APC
245 Fischer Avenue, Unit D1
Costa Mesa, CA 92626
ak@kazlg.com

Jason Ibey
Kazerouni Law Group, APC
321 N. Mall Drive, Suite R108
St. George, Utah 84790
jason@kazlg.com

Anthony J. Orshansky
COUNSELONE, PC
9465 Wilshire Boulevard, Suite 300
Beverly Hills, California 90212


If to Defendant's Counsel:

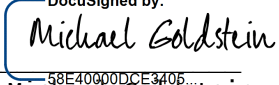
Raymond Cardozo
Emily F. Lynch
REED SMITH LLP
101 Second Street, Suite 1800
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IN WITNESS WHEREOF, Plaintiff and Defendant, by and through their respective counsel, have executed this Settlement Agreement as of the date(s) indicated on the page 28 below.

<p><u>Plaintiff</u></p> <p>_____</p> <p>Jacob Chandler</p> <p>Dated: _____</p>	<p><u>The Regents of The University of California</u></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p><i>Abbas Kazerounian</i></p> <p>_____</p> <p>Abbas Kazerounian</p> <p>KAZEROUNI LAW GROUP, APC</p> <p>Dated: <u>02/21/2025</u></p>	<p>As to form and content:</p> <p><i>Counsel for The Regents of The University of California Santa Cruz</i></p> <p>_____</p> <p>Raymond Cardozo</p> <p>REED SMITH, LLP</p> <p>Dated: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p><i>Anthony J. Orshansky</i></p> <p>_____</p> <p>Anthony J. Orshansky</p> <p>COUNSELONE, P.C.</p> <p>Dated: <u>02/21/2025</u></p>	

<p><u>Plaintiff</u></p> <p>_____</p> <p>Jacob Chandler</p> <p>Dated: _____</p>	<p><u>The Regents of The University of California</u></p> <p>_____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____</p> <p>Abbas Kazerounian</p> <p>KAZEROUNI LAW GROUP, APC</p> <p>Dated: _____</p>	<p>As to form and content:</p> <p><i>Counsel for The Regents of The University of California Santa Cruz</i></p> <p><i>Raymond A. Cardozo</i></p> <p>_____</p> <p>Raymond Cardozo</p> <p>REED SMITH, LLP</p> <p>Dated: _____</p> <p><u>2/21/2025</u> _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____</p> <p>Anthony J. Orshansky</p> <p>COUNSELONE, P.C.</p> <p>Dated: _____</p>	

<p><u>Plaintiff</u></p> <p></p> <p>_____ Jacob Chandler</p> <p>Dated: <u>02/23/2025</u></p>	<p><u>The Regents of The University of California</u></p> <p>_____ Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____ Abbas Kazerounian KAZEROUNI LAW GROUP, APC Dated: _____</p>	<p>As to form and content:</p> <p><i>Counsel for The Regents of The University of California Santa Cruz</i></p> <p>_____ Raymond Cardozo REED SMITH, LLP Dated: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____ Anthony J. Orshansky COUNSELONE, P.C. Dated: _____</p>	

<p><u>Plaintiff</u></p> <p>_____</p> <p>Jacob Chandler</p> <p>Dated: _____</p>	<p><u>The Regents of The University of California</u></p> <p>DocuSigned by:  <small>58E40900DCE3405</small></p> <p>Name: Michael Goldstein</p> <p>Title: Sr. Principal Counsel</p> <p>Date: 2/21/2025</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____</p> <p>Abbas Kazerounian KAZEROUNI LAW GROUP, APC Dated: _____</p>	<p>As to form and content:</p> <p><i>Counsel for The Regents of The University of California Santa Cruz</i></p> <p>_____</p> <p>Raymond Cardozo REED SMITH, LLP Dated: _____</p>
<p>As to form and content:</p> <p><i>Counsel for Plaintiff and the Proposed Settlement Class</i></p> <p>_____</p> <p>Anthony J. Orshansky COUNSELONE, P.C. Dated: _____</p>	