

## **JOINT STIPULATION OF SETTLEMENT AND RELEASE**

This Settlement Agreement and Release (“Agreement”) is entered into between America First Credit Union (“AFCU”), on the one hand, and Jamie Jennings (“Named Claimant”), individually and on behalf of herself and others similarly situated, on the other hand.

### **RECITALS**

WHEREAS, the Named Claimant has asserted claims against AFCU under the Fair Labor Standards Act (“FLSA”), 29 U.S.C. §§ 201, *et seq.*, and the Utah Payment of Wages Act, Utah Code §§ 34-28-1, *et seq.* and all other applicable state laws, based on the alleged failure to pay compensation, including but not limited to overtime, to the Named Claimant and others similarly situated for all hours worked;

WHEREAS, AFCU and the Named Claimant (collectively the “Settling Parties”) have agreed to a Private Arbitration (the “Arbitration”) before Arbitrator Dennis Clifford (the “Arbitrator”).

WHEREAS, prior to the Named Claimant filing the demand in arbitration initiating the Arbitration, the parties engaged in pre-suit settlement negotiations, including an exchange of pre-suit discovery and an all-day mediation session on November 3, 2025;

WHEREAS, Claimants’ Counsel analyzed and evaluated the merits of the claims made against AFCU in the Arbitration, conducted interviews with Potential Opt-in Claimants, obtained and reviewed documents relating to AFCU’s compensation policies and practices, and analyzed payroll and other data and information;

WHEREAS, based upon their analysis and evaluation of a number of factors, and recognizing the substantial risks of litigation, including the possibility that these claims, if not settled now, might not result in any recovery or might result in a recovery less favorable, and that any recovery would not occur for several years, Claimants’ Counsel are satisfied that the terms and conditions of this Agreement are fair, reasonable, and adequate and that this Agreement is in the best interests of the Named Claimant and the Potential Opt-in Claimants (as defined below);

WHEREAS, AFCU denies all the claims and contentions alleged by the Named Claimant in the Arbitration. Nonetheless, AFCU has concluded that further litigation of the claims encompassed by the Arbitration would be protracted and expensive, and would also divert management and employee time. AFCU also has taken into account the uncertainty and risks inherent in litigation and has, therefore, concluded that it is desirable that the Arbitration be settled in the manner and upon the terms and conditions set forth in this Agreement; and

WHEREAS, the purpose of this Agreement is to settle fully and finally all Released Claims (as hereinafter defined) that Named Claimant and any individuals who opt in to the Arbitration (as defined below) may have against AFCU.

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 hereto agree to a full and complete settlement of the Arbitration on the following terms and conditions:

The Settling Parties agree to do all things and procedures reasonably necessary and appropriate to obtain approval of this Agreement in consideration for: (a) payment by AFCU of the Gross Fund as defined in this Agreement subject to the terms, conditions and limitations of this Agreement; (b) the release and dismissal with prejudice of all claims as set forth in this Agreement; and (c) other valuable monetary and non-monetary consideration as set forth in this Agreement. This Agreement is contingent upon approval by the Arbitrator and is entered into voluntarily by the Settling Parties for settlement purposes only.

**I. CONSENT TO ARBITRATOR-FACILITATED NOTICE**

**A. Potential Claimants.** For settlement purposes only, the Settling Parties agree that the Named Claimant and the Potential Opt-in Claimants (as defined below) are similarly situated for purposes of 29 U.S.C. § 216(b) of the Fair Labor Standards Act (“FLSA”) and consent to Arbitrator-facilitated notice to Named Claimant and Potential Opt-in Claimants. “Potential Opt-in Claimants” shall include all non-exempt classified branch employees (“BEs”) employed by AFCU in the United States at any time from November 3, 2022 through July 15, 2025 (the “Covered Period”). The Covered Period shall also include all time worked by Named Claimant as a non-exempt classified branch employee at any time from March 17, 2022 through November 3, 2025.

**B.** The Settling Parties shall cooperate and present to the Arbitrator such information as may be reasonably requested for its consideration in connection with approving this Agreement and the anticipated Arbitrator-facilitated notice.

**II. SETTLEMENT APPROVAL PROCEDURE**

On or before fourteen (14) days after execution of this Agreement, unless otherwise agreed to by the Settling Parties, the Named Claimant shall file a Demand in Arbitration initiating the Arbitration with the Arbitrator, and an Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement and Dismissal with Prejudice (“Approval Motion”) with this Settlement Agreement, and the Notice of Settlement and Consent to Join and Release Form (collectively, the “Notice Packet”), which is attached to this Agreement as Exhibit A, advising the Named Claimant and Potential Opt-in Claimants of the material terms and provisions of this settlement, their individual settlement allocation, the procedure for submitting Consent to Join and Release Forms, and their rights with respect to this settlement. The Settling Parties shall also submit an agreed-upon Proposed Order (“Approval Order”), which is attached to this Agreement as Exhibit B.

Within fourteen (14) days<sup>1</sup> of the Arbitrator's entry of the Approval Order, the Settling Parties shall seek Court Confirmation of the Arbitrator's Approval Order by filing in state court in Orange County, Florida (the "Court") a Joint Petition to Affirm the Arbitrator's Approval of Settlement along with a copy of the Arbitrator's Order and an agreed-to (proposed) Order on the Joint Petition confirming the Arbitrator's Order.

### **III. MODE, CALCULATION AND TIMING OF PAYMENT OF CLAIMS**

#### **A. Notice of Claims**

1. Within ten (10) days of the Court's entry of an Order confirming the Arbitrator's approval, AFCU shall provide Claimants' Counsel and the Settlement Claims Administrator an Excel chart listing for each Named Claimant and Potential Opt-in Claimants their names, employee identification numbers, last known mailing addresses, last known personal e-mail addresses, number of weeks employed as BEs within the Covered Period, states of employment of the Named Claimant and Potential Opt-in Claimants during the time periods that they worked as BEs, and social security numbers, as that information exists in AFCU's electronic employment records for Named Claimant and Potential Opt-in Claimants. Claimants' Counsel shall also provide the Settlement Claims Administrator with any updated addresses for the Named Claimant and Potential Opt-in Claimants that they may have. Prior to the mailing of the Notice Packet to the Named Claimant and Potential Opt-in Claimants, the Settlement Claims Administrator shall attempt to confirm the accuracy of the addresses through the United States Post Office's National Change of Address database and shall mail the Notice Packet to any updated address obtained therefrom.

2. Within twenty-one (21) days of the Court's entry of an Order confirming the Arbitrator's approval, the Settlement Claims Administrator shall send via First Class U.S. Mail all Notice Packets to the Named Claimant and Potential Opt-in Claimants along with an enclosed, postage-paid return envelope. At the same time, the Settlement Claims Administrator shall send via email all Notice Packets to the Named Claimant and Potential Opt-in Claimants. Each Consent to Join and Release shall include a unique number or other mark identifying the Potential Opt-in Claimant to whom it was sent. If any Notice Packet is returned as undeliverable for a Named Claimant or a Potential Opt-in Claimant, the Settlement Claims Administrator shall promptly attempt to locate such Named Claimant or Potential Opt-in Claimant up to two times through an electronic search using the Social Security number and/or former address of that person and shall promptly mail an additional Notice Packet to such person. In order for the Named Claimant or any Potential Opt-in Claimant to receive any monetary proceeds from the settlement, the Settlement Claims Administrator must receive their original, properly-executed, and completed Consent to Join and Release Form by e-mail, facsimile, or online submission within sixty (60) days, or, if sent by U.S. First Class Mail, postmarked no later than sixty (60) days, after the date the Notice Packets were initially mailed to the Named Claimant and Potential Opt-in Claimants (the "Claim Bar Date"), unless otherwise agreed by the parties.

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<sup>1</sup> All references to "days" throughout this document refer to calendar days.

3. Thirty (30) days after the initial mailing of the Notice Packets, the Settlement Claims Administrator will distribute a reminder postcard by First Class U.S. Mail and e-mail to any Potential Opt-in Claimant who has not returned a Consent to Join and Release Form.

4. In the event that, before the Claim Bar Date, Claimants' Counsel or the Settlement Claims Administrator becomes aware that a Named Claimant or Potential Opt-in Claimant did not receive the Notice Packet or misplaced the Notice Packet, the Settlement Claims Administrator shall mail an additional Notice Packet to the Named Claimant or Potential Opt-in Claimant. To the extent any mailed Notice Packet was not received by a Named Claimant or Potential Opt-in Claimant and/or is returned as undeliverable within the 60-day Claim Bar Date, such person shall be permitted the longer of forty-five (45) days from the re-mailing of the Notice or the Claim Bar Date to return his or her properly-executed and completed Consent to Join and Release Form ("Re-mailing Claim Bar Date"). Such Consent to Join and Release Form must be received by the Settlement Claims Administrator postmarked by, or received by e-mail or facsimile on or before, the Re-mailing Claim Bar Date.

5. In the event any Consent to Join and Release Form is timely submitted but does not contain sufficient information, the Settlement Claims Administrator shall provide the Potential Opt-in Claimant with a letter ("Cure Letter") via e-mail (where the Potential Opt-in Claimant has provided an e-mail address) and First Class U.S. Mail, with an included postage-paid return envelope, requesting the information that was not provided and giving the Potential Opt-in Claimant the longer of twenty-one (21) days from mailing of the Cure Letter or the Claim Bar Date ("Cure Claim Bar Date") to return a properly completed Consent to Join and Release Form. Any Potential Opt-in Claimant who fails to respond timely to a cure letter will not be considered a Qualified Claimant.

6. Named Claimant, as well as any Potential Opt-in Claimants who timely return completed and executed Consent to Join and Release Forms, will be considered "Qualified Claimants" entitled to receive a Portion of the Net Fund (as defined in paragraph III(F)(1) below). For the avoidance of doubt, Named Claimant is considered a Qualified Claimant whether or not she returns a Consent to Join and Release Form.

7. Within seven (7) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator shall provide to AFCU's Counsel and Claimants' Counsel a list of Qualified Claimants and shall provide electronic copies of all timely received and completed Consent to Join and Release Forms and a calculation of the total amount needed to cover all payments for the timely received and completed Consent to Join and Release Forms and the total required for the Employer's share of payroll taxes.

8. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall maintain an electronic copy of all Consent to Join and Release Forms received by Qualified Claimants and shall provide the original Consent to Join and Release Forms to Counsel for AFCU. At the conclusion of the settlement administration process, the Settlement Claims Administrator shall also provide the Settling Parties a register listing all Qualified Claimants and the payment amount made to each Qualified Claimant.

**B. AFCU's Payment Obligations.** In consideration for the dismissal with prejudice of the Arbitration, as well as the release of claims effected by this Agreement and other good and valuable consideration, AFCU shall pay a maximum of Eight Hundred Fifty Thousand Dollars And Zero Cents (\$850,000.00) assuming the number of workweeks in the Covered Period is not more materially greater than 173,829 (the numbers identified in the data provided by AFCU pre-mediation) to settle the Arbitration (the "Gross Fund").<sup>2</sup> Subject to the terms of this Agreement, the Gross Fund is inclusive of payment for: (1) all Qualified Claimants, or their respective authorized legal representatives; (2) a General Release Payment (as defined in paragraph III(F)(3) below) approved by the Arbitrator and confirmed by the Court for the Named Claimant; (3) all attorneys' fees, costs, and litigation expenses approved by the Arbitrator and confirmed by the Court, including those in connection with securing Arbitrator approval of this Agreement and the Court's confirmation of same, the claims process and implementing this Agreement, other than fees and costs awarded in connection with any successful proceeding to enforce the terms of this Agreement; (4) all costs incurred by the Settlement Claims Administrator and all costs in connection with the Settlement Fund (as defined in paragraph III(E)(1) below); (5) the Qualified Claimants' share of applicable federal, state and local taxes required to be withheld by the Settlement Fund (as defined in paragraph III(E)(1) below). The Employer's share of payroll taxes associated with payments to the Qualified Claimants will be paid separately by AFCU in addition to the Gross Fund. Unless otherwise stated herein, the Gross Fund shall be all that AFCU or Released Parties (as defined below) shall pay to settle the Arbitration (with the exception of any employer's share of payroll taxes, which shall be paid by AFCU in addition to Gross Fund).

**C. Payment.** Seven (7) days after the Court's entry of an Order confirming the Arbitrator's approval, AFCU will pay the to the Settlement Fund (as defined in paragraph III(E)(1) below) the total amount of the Gross Fund. Payment will be by wire transfer to a depository bank chosen by the Settlement Claims Administrator. Within fourteen (14) days after the Court's entry of an Order confirming the Arbitrator's approval, the Settlement Claims Administrator shall pay to Claimants' Counsel by wire transfer such amount of attorneys' fees, costs and litigation expenses as has been approved and ordered by the Arbitrator and confirmed by the court, and shall pay via First Class U.S. Mail the Arbitrator-approved and Court-confirmed General Release Payment to the Named Claimant. Issuance of the individual

<sup>2</sup> If the final number of individuals and/or workweeks in the Covered Period is materially greater, meaning three percent (3%) or more than 173,829 workweeks (i.e., 179,044 or more workweeks), AFCU will pay a proportional amount in addition to the Gross Fund for each additional such individual and/or workweek.

Settlement Payments shall be made after the conclusion of the claim procedure, as described below.

**D. Settlement Claims Administration**

1. Selection of Settlement Claims Administrator. The Settlement Claims Administrator shall be selected by Claimants' Counsel subject to AFCU's approval, not to be unreasonably withheld.

2. Settlement Claims Administrator Responsibilities. The Settlement Claims Administrator shall be responsible for: (a) establishing a qualified settlement fund and qualified settlement fund account, and determining and finalizing the calculations of the Potential Gross Settlement Payments and tax withholding amounts for the Qualified Claimants, as applicable; (b) preparing, printing and disseminating to the Named Claimant and Potential Opt-in Claimants the Notice Packet and return envelope; (c) creating a website where Putative Collective Members may electronically submit their claim forms; (d) copying counsel for all Settling Parties on material correspondence and promptly notifying all counsel for the Settling Parties of any material requests or communications made by any Settling Party or Potential Opt-in Claimant who receives a Notice Packet; (e) receiving and reviewing the Consent to Join and Release Forms submitted by Named Claimant and Potential Opt-in Claimants to determine eligibility for payment; (f) determining the final Settlement Payment for each Qualified Claimant in accordance with this Agreement; (g) mailing the settlement checks to Qualified Claimants; (h) wiring Claimants' Counsel's attorneys' fees, expenses, and costs and mailing the General Release Payment and Settlement Payments in accordance with this Agreement and Approval Order of the Arbitrator and Order of Court; (i) paying all payroll tax obligations of AFCU in accordance with applicable law and this Agreement; (j) issuing W-2 and 1099 Forms for all amounts paid to Qualified Claimants; (k) ascertaining current address and addressee information for each Notice Packet returned as undeliverable; (l) referring to Claimants' Counsel all inquiries by the Named Claimant and Potential Opt-in Claimants the Settlement Claims Administrator cannot resolve and/or which involve matters not within the Settlement Claim Administrator's duties specified herein; (m) responding to inquiries of Claimants' Counsel or AFCU's Counsel; (n) promptly apprising counsel for the Settling Parties of the activities of the Settlement Claims Administrator; (o) maintaining adequate records of its activities, including the date of the mailing of the Notice Packets and receipt of Consent to Join and Release Forms, returned mail and other communications and attempted written or electronic communications with the Named Claimant and Potential Opt-in Claimants; (p) confirming in writing to Claimants' and AFCU's Counsel its completion of the administration of the settlement and retaining copies of all endorsed settlement checks; (q) timely responding to communications from the Settling Parties or their counsel; and (r) such other tasks as called for by this Agreement, awarded by the Arbitrator and/or Court; or the Settling Parties mutually agree.

3. Settlement Fund Fees and Expenses. All fees, expenses, and costs of the Settlement Claims Administrator related directly or indirectly to the Settlement Fund (as defined in paragraph III(E)(1) below), including but not limited to all fees, expenses, and costs in

connection with the Gross Fund and Settlement Fund (including, but not limited to, those related to notice, check cutting and mailing, claims processing, arbitration filings, legal and accounting advice relating to the establishment of the Settlement Fund and tax treatment and tax reporting of awards to Qualified Claimants, preparation of tax returns (and the taxes associated with such tax returns as defined below)) shall be paid from the Settlement Fund.

4. Reporting by Settlement Claims Administrator. Throughout the period of claims administration, the Settlement Claims Administrator will provide such reports to the Settling Parties upon request by either Settling Party, regarding the status of the mailing of the Notice Packets to Named Claimant and Potential Opt-in Claimants, the claims administration process, the receipt of Consent to Join and Release Forms, distribution of the Settlement Checks, and any other aspect of the claims administration process.

**E. Creation and Implementation of a Qualified Settlement Fund**

1. Establishing the Qualified Settlement Fund. In accordance with this Agreement, the amount of the Net Fund claimed by Qualified Claimants plus the approved amount of the General Release Payment; approved amount of attorneys' fees, expenses, and costs; the fees and expenses of the Settlement Claims Administrator; and the employer's share of taxes associate with Qualified Claimants' settlement share will be deposited in an account titled AFCU Settlement Fund (the "Settlement Fund"), intended by the Settling Parties to be a "Qualified Settlement Fund" as described in Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, et seq. The Settlement Fund shall be established as a Qualified Settlement Fund within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, the Treas. Reg. Section 1.468B-1, et seq., and shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Arbitrator. The payments to the Settlement Fund, and the timing of the payments to the Settlement Fund are described in paragraphs III(C) and III(G)(1).

2. Administering the Settlement Fund. The Settlement Claims Administrator shall serve as Trustee of the Settlement Fund and shall act as a fiduciary with respect to the handling, management, and distribution of the Settlement Fund, including the handling of tax-related issues and payments. The Settlement Claims Administrator shall act in a manner necessary to qualify the Settlement Fund as a Qualified Settlement Fund and to maintain that qualification. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment. The Settling Parties agree to any relation-back election required to treat the Settlement Fund as a Qualified Settlement Fund from the earliest possible date.

3. Tax Withholding and Reporting.

a. Employment Taxes. The Settlement Claims Administrator shall allocate fifty percent (50%) of the total paid to each Qualified Claimant to wages (to be reported on an Internal Revenue Service ("IRS") Form W-2) and fifty percent (50%) to non-wage

compensation (to be reported on an IRS Form 1099). The Settlement Claims Administrator shall be responsible for withholding and timely remitting and reporting all taxes to the appropriate taxing authorities. The Settlement Claims Administrator shall determine the proper tax reporting treatment for any Arbitrator-approved and Court-confirmed General Release Payment.

b. Fund Taxes. All taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Settlement Fund during the period between when AFCU funds the Settlement Fund through to when any amounts remaining in the fund revert to AFCU per the terms of this Agreement, if any, including any taxes or tax detriments that may be imposed on AFCU with respect to income earned for any period during which the Settlement Fund do not qualify as a “Qualified Settlement Fund” for federal and state income tax purposes (hereinafter “Settlement Fund Taxes”), and expenses and costs incurred in connection with the operation and implementation of this paragraph (including, without limitation, expenses of tax attorneys and/or accountants and mailing and distribution costs and expenses relating to filing (or failing to file) any returns described herein or otherwise required to be filed pursuant to applicable authorities) (hereinafter “Settlement Fund Tax Expenses”) shall be paid out of the Settlement Fund. Further, Settlement Fund Taxes and Settlement Fund Tax Expenses shall be treated as a cost of the administration of the Settlement Fund. The Settling Parties agree to cooperate with the Settlement Claims Administrator, each other, and their tax attorneys and accountants to the extent reasonably necessary to carry out the provisions set forth in this Section.

4. Other Payments and Indemnification. The Settlement Claims Administrator shall satisfy from the Settlement Fund: all federal, state, local, and other reporting requirements (including any applicable reporting with respect to attorneys’ fees and other costs subject to reporting) and any and all taxes, penalties and other obligations with respect to the payments or distributions not otherwise addressed in this Agreement. The Settlement Claims Administrator shall indemnify the Settling Parties for any penalty or interest arising out of an incorrect calculation or late deposit of the same.

5. Communication with AFCU’s and Claimants’ Counsel. AFCU, AFCU’s Counsel, and Claimants’ Counsel are authorized to communicate directly with the Settlement Claims Administrator to expedite the settlement administration process. All parties shall have full access to all information relating to claims administration.

**F. Allocation of the Settlement Fund**

1. Net Fund. The amount approved by the Arbitrator and confirmed by the Court for General Release Payment; the amount approved by the Arbitrator and confirmed by the Court for Claimants’ Counsel’s attorneys’ fees, expenses, and costs; and the fees and expenses of the Settlement Claims Administrator approved by the Arbitrator and confirmed by the Court, shall be deducted from the Gross Fund to obtain a “Net Fund.”

**2. Allocation of Net Fund.** All Potential Opt-in Claimants shall be allocated a pro rata portion of the Net Fund pursuant to the following allocation formula:

- (a)** Each Named Claimant and Potential Opt-in Claimant employed by AFCU anywhere in the United States shall be assigned one (1) point for each week worked as a BE during the Covered Period.
- (b)** The calculation of all workweeks pursuant to paragraphs (a) above shall be based on AFCU's business records.
- (c)** To calculate each Named Claimant's and Potential Opt-in Claimant's proportionate share:
  - (i)** Add all points for each Named Claimant and Potential Opt-in Claimant together to obtain the "Total Denominator";
  - (ii)** Divide the number of points for each Named Claimant and Potential Opt-in Claimant by the Total Denominator to obtain each Named Claimant and Potential Opt-in Claimant's "Portion of the Net Fund."
- (d)** Multiply each Named Claimant's and Potential Opt-in Claimant's Portion of the Net Fund by the Net Fund to determine each Named Claimant and Potential Opt-in Claimant's "Potential Gross Settlement Payment." The sum of the Potential Gross Settlement Payments for the Named Claimant and Potential Opt-in Claimant's shall equal the Net Fund. The Potential Gross Settlement Payments shall be disclosed to the Named Claimant and Potential Opt-in Claimants in the Notice Packet. The Potential Gross Settlement Payments will be paid to the Qualified Claimants. Any amounts of the Net Fund not claimed by a Qualified Claimant shall revert to and/or otherwise be retained by, AFCU.

**3. General Release Payment.** From the Gross Fund, Claimants' Counsel shall seek a General Release Payment of Ten Thousand Dollars and Zero Cents (\$10,000.00) for Named Claimant, in exchange for a full general release of her individual claims. AFCU shall not oppose this request. The Settling Parties expressly agree that the Arbitrator's and/or Court's approval or denial of any request for a General Release Payment is not a material condition to this Agreement, and is to be considered by the Arbitrator separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Claimant's Counsel for a General Release Payment shall not operate to terminate or cancel this agreement.

4. Attorneys' Fees and Costs Amounts. Claimants' Counsel shall make an application to the Arbitrator for an award of attorneys' fees of up to forty percent (40%) of the Gross Fund, e.g., Three Hundred Forty Thousand Dollars and Zero Cents (\$340,000.00). In addition, Claimants' Counsel shall seek reimbursement of their reasonable costs and expenses from the Gross Fund. AFCU will not oppose Claimants' Counsel's attorneys' fees, costs, and expenses requests provided they are consistent with the terms of this Agreement. The settlement is not conditioned upon the Arbitrator's and/or Court's approval of Claimants' Counsel's petition for fees, expenses, and costs. Payment of such attorneys' fees, expenses, and costs to Claimants' Counsel shall be made in accordance with this Agreement and shall constitute full satisfaction of any and all obligations by AFCU to pay any person, attorney or law firm for attorneys' fees, expenses or costs incurred on behalf of Qualified Claimants. The Settlement Claims Administrator shall report the payment of these fees, expenses and costs to Claimants' Counsel on an IRS Form 1099. The Settling Parties expressly agree that the approval or denial of any request for attorneys' fees and costs is not a material condition to this Agreement, and is to be considered by the Arbitrator separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Claimants' Counsel for an award for fees and costs shall not operate to terminate or cancel this agreement. However, Named Claimant reserves the right to appeal the denial of fees and costs (or the reduction of fees and costs requested).

**G. Payments to Qualified Claimants**

1. Funding of Payments to Qualified Claimants. Within seven (7) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator will provide AFCU's Counsel and Claimants' Counsel with a register of all Qualified Claimants, the total amount to be paid to them under the terms of the Agreement, the total amount necessary to satisfy all individual payments to the Qualified Claimants, and the total amount necessary to pay the Employer's share of payroll taxes arising out of the individual payments to Qualified Claimants. To the extent any additional amounts are needed to satisfy all amounts claimed from the Net Fund, including, for example, the employer's share of taxes, such amounts shall be paid by AFCU within fourteen (14) days after the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates.

2. Timing of Payments. Within twenty-one (21) days of the close of the later of the Claim Bar Date, any open Cure Claim Bar Dates or any open Re-mailing Claim Bar Dates, the Settlement Claims Administrator will transmit all payments to Qualified Claimants by First Class U.S. Mail to the last known address for each Qualified Claimant, or such other address provided by the Qualified Claimant to the Settlement Claims Administrator.

3. Taxes on the Potential Gross Settlement Payments. The Potential Gross Settlement Payments attributed to the Named Claimant and Potential Opt-in Claimants who timely submit Consent to Join and Release Forms and become Qualified Claimants shall be fifty percent (50%) to back wages and fifty percent (50%) to liquidated damages. The back wages

shall be subject to all required employee-paid payroll taxes (federal income taxes, state income taxes, employee's share of FICA and FUTA taxes, and other state or local-specific statutory deductions) and other authorized or required deductions (garnishments, tax liens, child support, etc.). The liquidated damages shall be treated as non-wage income to the Qualified Claimants. The Settlement Claims Administrator shall report the back wage payments to the IRS on IRS Form W-2 and shall report the liquidated damages on IRS Form 1099.

4. Tax Advice. Named Claimant, on behalf of Named Claimant and Potential Opt-in Claimants, acknowledge and agree that they have not relied upon any advice from AFCU's or Claimants' Counsel as to the taxability of the payments received pursuant to this Agreement.

5. Negotiation of Settlement Checks. Qualified Claimants will have one hundred twenty (120) days after the date on the settlement checks (the "Check Issuance Date") in which to negotiate the checks. If any Qualified Claimant does not negotiate his or her settlement check within one hundred twenty (120) days after the Check Issuance Date, the check will be void. The Settlement Claims Administrator will send out reminder postcards sixty (60) days after the Check Issuance Date via First Class U.S. Mail and e-mail to all Qualified Claimants yet to negotiate their checks at that time. The Settlement Claims Administrator will provide Claimants' Counsel with a list of any Qualified Claimants yet to cash their checks thirty (30) days prior to the 120-day deadline. Any funds remaining in the Qualified Settlement Fund after payment to: (1) all Qualified Claimants who timely negotiate their settlement checks; (2) the Arbitrator-approved and Court-confirmed General Release Payment to the Named Claimant; (3) all attorneys' fees, costs, and litigation expenses approved by the Arbitrator and confirmed by the Court; (4) the Settlement Claims Administrator's fee; and (5) applicable federal, state and local income taxes, and all federal and state employment taxes required to be withheld and/or paid by AFCU, shall revert to AFCU and must be returned to AFCU thirty (30) days after the close of the 120-day deadline to negotiate settlement checks.

#### IV. RELEASE

A. Release By Qualified Claimants. Conditioned upon the Arbitrator's entry of the Approval Order, and the Court's entry of an Order confirming the Arbitrator's approval, and in exchange for the monetary consideration recited in this Agreement, upon full payment of all monetary obligations by AFCU, the Named Claimant does hereby agree to dismiss the Arbitration with prejudice. In order to receive a settlement payment, all Qualified Claimants agree to execute a Consent to Join and Release Form, which shall release AFCU and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the "Released Parties") from: any and all wage and hour claims that accrued during their employment as non-exempt classified BEs while employed by AFCU relating back through the full extent of the Covered Period, including, without limitations, all state and federal claims for unpaid wages,

including but not limited to overtime, and related claims for interest, liquidated damages, attorneys' fees, costs, and expenses.

**B. General Release of Known and Unknown Claims By Named Claimant.** In addition to the claims released as set forth in paragraph A above, Named Claimant, in exchange for accepting and receiving an approved General Release Payment pursuant to paragraph III(F)(3) above, shall execute a General Release In Exchange for General Release Payment Agreement in the form attached hereto as Exhibit C.

**V. NOTICES**

All notices, requests, demands and other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be delivered personally or mailed, postage prepaid, by first-class mail to the undersigned persons at their respective addresses as set forth herein:

Counsel for Claimants: Paolo C. Meireles  
Shavitz Law Group, P.A.  
622 Banyan Trail, Suite 200  
Boca Raton, FL 33431  
Tel: (561) 447-8888  
pmeireles@shavitzlaw.com

Counsel for AFCU: Mark D. Tolman  
Parsons Behle & Latimer  
201 South Main Street, Suite 1800  
Salt Lake City, Utah 84111  
Tel: (801) 532-1234  
MTolman@parsonsbehle.com

**VI. REPRESENTATION BY COUNSEL**

All of the Settling Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement and that this Agreement has been executed with the consent and advice of counsel.

**VII. NO ADMISSION OF LIABILITY**

AFCU enters into this Agreement to avoid further expense and disruption to its business. The Settling Parties acknowledge and agree that liability for the actions that are the subject matter of the Arbitration is disputed by AFCU. This Agreement and the settlement are a compromise and shall not be construed as an admission of liability at any time or for any purpose, under any circumstances, by the Settling Parties to this Agreement. The Settling Parties further acknowledge and agree that this Agreement and the settlement shall not be used to

suggest an admission of liability in any dispute the Settling Parties may have now or in the future with respect to any person or entity. Neither this Agreement nor anything herein, nor any part of the negotiations had in connection herewith, shall constitute evidence with respect to any issue or dispute other than for purposes of enforcing this Agreement.

#### **VIII. MODIFICATION OF AGREEMENT**

This Agreement may not be modified or amended except in writing, signed by the affected Settling Parties or the respective counsel of record for the Settling Parties, and as approved by the Arbitrator with respect to material modifications or amendments.

#### **IX. CONSTRUCTION AND INTERPRETATION**

**A. Entire Agreement.** This Agreement constitutes the entire agreement between the Settling Parties with respect to the subject matter contained herein and shall supersede all prior and contemporaneous negotiations between the Settling Parties. This Agreement shall be construed as a whole according to its fair meaning and intent, and not strictly for or against any party, regardless of who drafted or who was principally responsible for drafting this Agreement, or any specific term or condition thereof. The Named Claimant and AFCU participated in the negotiation and drafting of this Agreement and had available to them the advice and assistance of independent counsel. As such, neither the Named Claimant nor AFCU may claim that any ambiguity in this Agreement should be construed against the other.

**B. No Reliance on Representations or Extrinsic Evidence.** Except as expressly provided herein, this Agreement has not been executed in reliance upon any other oral or written representations or terms, and no such extrinsic oral or written representations or terms shall modify, vary or contradict its terms. In entering into this Agreement, the Settling Parties agree that this Agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence.

**C. Controlling Law.** This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of Texas, both in its procedural and substantive aspects, and without regard for the principle of conflict of laws, and shall be subject to the continuing jurisdiction of the Arbitrator.

**D. No Assignment.** Claimants' Counsel and the Named Claimant represent and warrant that they have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released herein, or any portion thereof or interest therein, including, but not limited to, any interest in the Arbitration or any related action. A similar representation shall be included on the Consent to Join and Release Form sent to the Potential Opt-in Claimants with the Notice.

**E. Severability.** If any provision of this Agreement is held by an arbitrator or court of competent jurisdiction to be void, voidable, unlawful or unenforceable, except the Release, the

remaining portions of this Agreement will remain in full force and effect to the extent that the effect of the Agreement remains materially the same and the obligations of the Settling Parties remain materially the same.

**X. COUNTERPARTS**

This Agreement, any amendments or modifications to it, and any other documents required or contemplated to be executed in order to consummate this Agreement, may be executed in one or more counterparts, each of which shall be deemed an original of this Agreement. All counterparts of any such document together shall constitute one and the same instrument. A photocopy, facsimile, or digital image of an executed counterpart shall be enforceable and admissible as an original.

**XI. BINDING EFFECT**

This Agreement is binding upon and shall inure to the benefit of the Settling Parties to this Agreement. Without limiting the foregoing, this Agreement specifically shall inure to the benefit of AFCU as well as its present and former owners, stockholders, predecessors, successors, joint ventures, assigns, agents, directors, officers, board members, employees, representatives, insurers, attorneys, parents, subsidiaries, benefit plans, plan fiduciaries, affiliated divisions and companies, and all persons acting by, through, under or in concert with any of them. Also without limiting the foregoing, this Agreement shall be binding upon the spouses, children, heirs, assigns, administrators, executors, beneficiaries, conservators, successors and offspring of all Qualified Claimants. This Agreement is binding and effective if signed by AFCU and Named Claimant.

**XII. ATTORNEYS' FEES, COSTS AND EXPENSES**

Except as otherwise specifically provided herein, the Settling Parties and all Qualified Claimants shall bear responsibility for their own attorneys' fees, costs and expenses, taxable or otherwise, incurred by them or arising out of this litigation and shall not seek reimbursement thereof from any party to this Agreement. However, in the event of any dispute to enforce the terms of this Agreement, the prevailing party shall be entitled to an award of their reasonable attorneys' fees and costs from the non-prevailing party. Additionally, to the extent AFCU fails to timely pay all sums due by virtue of this Agreement, Named Claimant shall be entitled to the immediate entry of a Final Judgment sufficient to permit collection of all outstanding sums owed; provided, however, that Named Claimant shall provide written notice of default to AFCU and AFCU shall have ten (10) business days to cure such default prior to Named Claimant seeking entry of a Final Judgment.

**XIII. AUTHORITY OF COUNSEL**

**A. Facsimile, Electronic, and E-mail Signatures.** Any Settling Party may execute this Agreement by signing or by causing its counsel to sign, or by e-signature on the designated

signature block below and transmitting that signature page *via* facsimile, e-mail, or other electronic means to counsel for the other Settling Party. Any signature made and transmitted by facsimile, e-signature, or e-mail for the purpose of executing this Agreement shall be deemed an original signature for purposes of this Agreement and shall be binding upon the Settling Party whose counsel transmits the signature page by facsimile, e-signature or e-mail.

**B. Voluntary Signature.** All Settling Parties agree that they have signed this Agreement, or authorized their counsel to sign this Agreement on their behalf, knowingly, voluntarily, with full knowledge of its significance, and without coercion.

**C. Warranty of Counsel.** Claimants' Counsel warrant and represent that they are expressly authorized by the Named Claimant to take all appropriate action required or permitted to be taken pursuant to this Agreement in order to effectuate its terms. Counsel for AFCU warrant and represent that they are authorized to take all appropriate action required or permitted to be taken by AFCU pursuant to this Agreement in order to effectuate its terms.

**XIV. CONTINUING JURISDICTION**

The Settling Parties hereto agree to move for the Arbitrator to retain continuing jurisdiction to construe, interpret and enforce the provisions of this Agreement; to supervise the administration and distribution of the resulting settlement funds; and to hear and adjudicate any dispute or litigation arising from or related to this Agreement or the issues of law and facts asserted in the collective action litigation; and to receive redacted consent forms.

**XV. EFFECT OF NON-APPROVAL**

In the event that the Agreement is not approved by the Arbitrator and/or Court confirmation is denied by the Court for any reason in the form submitted by the Settling Parties, the Settling Parties will attempt in good faith to address any concerns raised by the Arbitrator and/or Court, and resubmit a revised settlement agreement for approval. If the Arbitrator denies the approval of a renegotiated settlement agreement, Named Claimant may dismiss the Arbitration without prejudice and re-file the case in any forum of competent jurisdiction with all statutes of limitations tolled for a period of thirty (30) days from the date of filing the first Approval Motion. This paragraph does not apply to any failure by the Arbitrator to approve any amount of attorney's fees or general release payment. In such instances, the remainder of the Agreement remains enforceable with such unapproved amounts of attorney's fees reverting to AFCU.

<p>DATED: 12/22/2025   5:02 PM MST</p>	<p>America's First Credit Union:                  By: <u>G Kent Strudling</u>  <small>1635D97B19F1489...</small>                  Its: SVP - Human Resources</p>
<p>DATED: 12/22/2025</p>	<p>Jamie Jennings:  <u>Jamie Jennings</u></p>

# **EXHIBIT A**

**PRIVATE ARBITRATION  
BEFORE ARBITRATOR DENNIS CLIFFORD<sup>1</sup>**

**NOTICE OF SETTLEMENT OF COLLECTIVE ACTION ARBITRATION**

[NAME]  
[ADDRESS]  
[CITY, STATE ZIP]

**CLAIMANT ID NUMBER:**

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**If you worked for America First Credit Union (“AFCU”) as a branch employee, you may be entitled to a payment from the settlement of a collective action arbitration if you complete and return the enclosed form.**

*An Arbitrator authorized this notice. This is not a solicitation from a lawyer.*

- This notice pertains to certain AFCU employees who worked as non-exempt classified branch employees, regardless of exact title (collectively, “BEs”), at any time from November 3, 2022 through July 15, 2025 (the “Covered Period”). You received this notice because AFCU’s records reflect that you worked as a BE during the Covered Period.
- A former branch employee known as the “Claimant” has sued AFCU in an arbitration seeking unpaid wages pursuant to federal and state wage and hour law, including but not limited to the Fair Labor Standards Act (“FLSA”). The arbitration is known as *Jennings v. America First Credit Union*. The arbitration alleges that AFCU, referred to as the “Respondent,” failed to pay Claimant and other BEs for all hours worked, including but not limited to overtime hours over 40 per week. Specifically, the Claimant alleges that AFCU failed to pay BEs all hours worked, including time spent before the start of their shifts performing branch opening security procedures and logging into their computers prior to clocking in via AFCU’s timekeeping software.
- AFCU denies the allegations in the arbitration, and maintains that it at all times properly compensated its BEs. The parties have entered into this settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expense. The Court has not made any ruling on the merits of the Claimant’s claims, and no party has prevailed in this action.

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<sup>1</sup> You are not permitted to contact the Arbitrator regarding this matter. If you have any questions, please see the contact information at section 9 of the Notice of Settlement.

- Under the allocation formula created by the settlement, you are estimated to receive approximately \$ [REDACTED], subject to deductions for applicable taxes. This amount is based on the number of weeks you worked for AFCU as a BE during the Covered Period, based on AFCU’s records. The final amount to which you may be entitled may be higher or lower than the estimated amount

**Your legal rights may be affected, and you have a choice to make now:**

<b>YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:</b>	
<b>RETURN THE CONSENT FORM</b>	By returning a properly completed Consent to Join and Release Form, you agree to participate in the settlement, receive a monetary settlement payment, and release your claims.
<b>DO NOT RETURN THE CONSENT FORM</b>	If you do not wish to participate in, or be bound by, the settlement, you should not return the Consent to Join and Release Form. If you do not timely return a properly completed Consent to Join and Release Form, you will not receive a monetary settlement payment.

- These rights and options – **and the deadlines to exercise them** – are explained in this notice.

**BASIC INFORMATION**

**1. What is a collective action?**

In a “Collective Action,” one or more people called “Named Claimants” sue on behalf of people who have allegedly similar claims. The other BEs who have allegedly similar claims who opt into the Collective Action will become “Collective Members.” You may opt into the Collective Action and participate in the settlement of the arbitration by signing and returning the enclosed Consent to Join and Release Form.

**BENEFITS – WHAT YOU GET**

**2. What does the settlement provide?**

AFCU has agreed to pay up to \$850,000.00 into a fund to pay Collective Members’ settlement payments, Arbitrator-approved attorneys’ fees and costs of \$ [REDACTED], an Arbitrator-approved General Release Payment in the total amount of \$ [REDACTED] to Named Claimant in exchange for a full general release of her individual claims, payroll and other applicable taxes (except for the employer’s share of payroll taxes), and the Settlement Claims Administrator’s fees and costs.

After deducting the Court-approved attorneys’ fees and costs, Arbitrator-approved General Release Payments, payroll and other applicable taxes (except for the employer’s share of payroll taxes), and the Settlement Claims Administrator’s fees and costs, the remaining amount will be divided among current and former BEs who are covered by the settlement, based on the number of eligible weeks they worked for AFCU as BEs during the Covered Period, pursuant to the settlement formula detailed above. **Settlement checks which are not cashed within 120 days of issuance will be null and void.**

**3. How much will my payment be and how was it calculated?**

Based on the formula that has been approved by the Arbitrator, in exchange for properly executing and timely returning your Consent to Join and Release Form, you are estimated to receive approximately \$ [redacted], half of which is subject to deductions for applicable taxes and withholdings like any other paycheck, and for which you will receive a W-2; and half of which will be reported on an IRS Form 1099. The final amount to which you may be entitled may be higher or lower than the estimated amount.

The settlement allocation formula takes into account the number of weeks you worked as a BE during the period covered by the settlement according to AFCU’s records, as otherwise detailed above. The Settlement Agreement contains the exact allocation formula. You may obtain a copy of the Settlement Agreement by following the instructions in Paragraph 9, below.

**HOW YOU GET A PAYMENT**

**4. How can I get my payment?**

To get your payment, you must fully complete the enclosed Consent to Join and Release Form and mail it in the enclosed envelope to the Settlement Claims Administrator postmarked no later than [date 60 days from mailing of Notice]. You may also e-mail or fax the Consent to Join and Release Form to the Settlement Claims Administrator, or submit it electronically online at www.[redacted].com, so that it is received no later than [date 60 days from mailing of Notice]. The Settlement Claims Administrator’s complete contact information is:

AFCU Settlement Claims Administrator  
[address]  
[city state zip]  
Phone: ( ) -  
Fax: ( ) -  
E-mail:  
Website:

If you return a properly completed Consent to Join and Release Form to the Settlement Claims Administrator by the deadline, you will be sent a settlement check after the end of the claims period.

**5. When will I get my payment?**

If you timely return your completed and executed Consent to Join and Release Form, you will be sent a check within approximately five months of submitting your Consent to Join and Release Form. Please be patient.

**6. What am I giving up to get a payment and join the Collective?**

You will not become a member of the Collective Action and participate in the settlement unless you return a properly completed Consent to Join and Release Form by the deadline. Once you become part of the Collective Action, you cannot sue, continue to sue, or be a party in any other lawsuit or against AFCU about any of the claims at issue in this case or any other federal, state and/or local wage and hour claims. Specifically, you will release AFCU and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during your employment as a non-exempt classified branch employee while employed by AFCU relating back through the full extent of the Covered Period, including, without limitations, all state and federal claims for unpaid wages, including but not limited to overtime wages, and related claims for interest, liquidated damages, attorneys’ fees, costs, and expenses. It also means that all of the Arbitrator’s orders will apply to you and legally bind you.

**THE LAWYERS REPRESENTING YOU**

**7. Do I have a lawyer in this case?**

The Arbitrator has decided that the lawyers at the law firm of the Shavitz Law Group, P.A. are qualified to represent you and all Collective Action Members. These lawyers are called “Claimants’ Counsel.” You will not be charged for these lawyers. You can find more information about Claimants’ Counsel at: [www.shavitzlaw.com](http://www.shavitzlaw.com).

Otherwise, if you have any questions, you may contact Claimants’ Counsel at:

Gregg I. Shavitz  
Paolo Meireles  
Tamra C. Givens  
Shavitz Law Group, P.A.  
622 Banyan Trail, Suite 200  
Boca Raton, FL 33431  
Telephone: (561) 447-8888  
[SLG@shavitzlaw.com](mailto:SLG@shavitzlaw.com)

You do not need to retain your own attorney in order to participate in the settlement. However, if you want to be represented by your own lawyer, you may hire one at your own expense.

**8. How will the lawyers be paid?**

The Arbitrator has approved payment of \$ [REDACTED] for attorneys' fees for Claimants' Counsel. These fees will compensate Claimants' Counsel for investigating the facts, litigating the case, and negotiating the settlement. The Court also has approved reimbursement to Claimants' Counsel of \$ [REDACTED] for their out-of-pocket costs.

**GETTING MORE INFORMATION**

**9. Are there more details about the settlement?**

This notice summarizes the proposed settlement. More details are in a Settlement Agreement. If there is any discrepancy between this notice and the Settlement Agreement, the terms of the Settlement Agreement will control. You can obtain a copy of the Settlement Agreement by sending a request in writing, to the Settlement Claims Administrator at the contact information listed in Paragraph 4, above, or by visiting [www.\[REDACTED\].com](http://www.[REDACTED].com). Alternatively, you can contact your lawyers at Shavitz Law Group, P.A. at the contact information listed at Paragraph 7, above.

DATED: [REDACTED]

**PRIVATE ARBITRATION  
BEFORE ARBITRATOR DENNIS CLIFFORD**

JAMIE JENNINGS,  
individually and on behalf all others similarly  
situated,

Case No.: **XXXX**

Claimant,

v.

AMERICA FIRST CREDIT UNION,

Respondent.

\_\_\_\_\_ /

**I. CONSENT TO JOIN**

I hereby consent to join and opt-in to become a claimant for settlement purposes in the above-captioned arbitration (the “Arbitration”) against America First Credit Union (“AFCU”), and to be bound by the settlement approved in the Arbitration. I further agree that the Named Claimant in the Arbitration shall act as my agent and make all decisions on my behalf concerning the Arbitration, including the settlement thereof. I also agree to be bound by the collective action settlement described in the accompanying Notice. I hereby designate the law firm Shavitz Law Group, P.A. to represent me in the Arbitration.

**II. RELEASE**

In exchange for the consideration described in the Notice of Settlement of Collective Action Arbitration and approved by the Court in this matter, I, by my signature below, fully and completely release AFCU and its current or former owners, officials, directors, officers, shareholders, affiliates, subsidiaries, agents, employee benefit plans, plan administrators, representatives, servants, employees, former employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), subsidiaries, parents, divisions, branches, units, successors, predecessors, and assigns (collectively the “Released Parties”) from: any and all wage and hour claims that accrued during my employment as a non-exempt classified branch employee, regardless of exact title, while employed by AFCU relating back to November 3, 2022 through July 15, 2025, including, without limitations, all state and federal claims for unpaid wages, including but not limited to overtime wages, and related claims for interest, liquidated damages, attorneys’ fees, costs, and expenses. Additionally, I represent and warrant that I have not assigned or transferred, or purported to assign or transfer, to any person or entity, any claim released herein, or any portion thereof or interest therein, including, but not limited to, any interest in the Arbitration or any related action.

\_\_\_\_\_  
Full Legal Name (print)

\_\_\_\_\_  
Signature

---

Maiden or Other Names Worked Under

---

Street Address\*

---

E-mail Address\*

---

City, State and Zip Code\*

---

Cell phone\*

---

Home Telephone Number\*

\*This information will be redacted and will not be filed in the public record. This information will be used solely for Claimants' Counsel and the Settlement Claims Administrator to communicate with you.

# **EXHIBIT B**

**PRIVATE ARBITRATION  
BEFORE ARBITRATOR DENNIS CLIFFORD**

JAMIE JENNINGS,  
individually and on behalf all others similarly  
situated,

Case No.: XXXX

Claimant,

v.

AMERICA FIRST CREDIT UNION,

Respondent.

**AGREED ORDER ON CLAIMANT’S UNOPPOSED MOTION FOR ORDER  
APPROVING SETTLEMENT OF COLLECTIVE ACTION AND AUTHORIZING  
NOTICE OF SETTLEMENT, AND DISMISSAL WITH PREJUDICE**

THIS MATTER came before the Arbitrator upon the Claimant’s Unopposed Motion for Order Approving Settlement of Collective Action and Authorizing Notice of Settlement, and Dismissal with Prejudice (the “Motion”). Having reviewed the Motion and the Settlement Agreement, and the Arbitrator being otherwise fully advised in the premises, it is

**ORDERED AND ADJUDGED** as follows:

The Motion is GRANTED. The Arbitrator finds that the Parties’ Settlement is fair, reasonable and just in all respects.

1. The Parties’ Settlement is APPROVED in its entirety.
2. This Action is DISMISSED WITH PREJUDICE in its entirety.
3. The RELEASE set forth in the Settlement Agreement at Section IV|(A) is enforced as to all Qualified Claimants.
4. This Arbitrator will RETAIN JURISDICTION to enforce the Settlement.

5. The case is closed and all pending motions are denied as moot.

DONE AND ORDERED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

---

Arbitrator Dennis Clifford

# EXHIBIT C

**GENERAL RELEASE IN EXCHANGE FOR GENERAL RELEASE PAYMENT**  
**("General Release")**

Jamie Jennings, on behalf of herself and her heirs, representatives, successors, and assigns (collectively, "EMPLOYEE"), and America First Credit Union ("AFCU") (and together with EMPLOYEE, the "Parties"), for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to resolve and settle finally, fully, and completely all matters or disputes that now or may exist between them, including the Private Arbitration before Arbitrator Dennis Clifford titled *Jennings v. America First Credit Union* (the "Arbitration"), hereby agree as follows:

1. **Consideration.** EMPLOYEE understands and agrees that by signing and returning this General Release and, contingent upon the Arbitrator's approval and the Court's confirmation of the Joint Stipulation of Settlement and Release filed in the Arbitration ("Settlement Agreement"), and the Arbitrator's approval of a General Release Payment (as defined in the Settlement Agreement), and EMPLOYEE has not revoked pursuant to paragraph 6(h), below, EMPLOYEE will be eligible to receive a General Release Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), or such other amount as approved by the Arbitrator, consistent with the provisions of Section III.F.3 of the Settlement Agreement, as well as an individual Settlement Payment as may be applicable (as discussed in the Settlement Agreement) consistent with the Settlement Agreement. The General Release Payment shall be deemed non-wage compensation and reported to EMPLOYEE on IRS Form 1099.

2. **Release and Waiver of Rights and Claims.** In exchange for the General Release Payment, and to the full extent permitted by law, EMPLOYEE voluntarily, completely, and irrevocably releases, acquits, and forever discharges AFCU and its past and present subsidiaries, affiliates, parents and joint venturers and each of their past and present officers, directors, employees, attorneys, insurers (including CUMIS Insurance Society, Inc.), benefit plans, plan administrators, and agents, as well as each entity's or individual's successors and assigns (collectively, "RELEASED PARTIES"), from any and all claims, actions, causes of action, rights, suits, debts, contracts, obligations, agreements, proceedings, damages, charges and demands of whatever nature, under any theory, jurisdiction, whether in law or in equity, known or unknown, which EMPLOYEE asserts or could assert, whether known or unknown, anticipated or unanticipated, at common law or under any statute, rule, regulation, order or law, whether federal, state, or local, or on any grounds whatsoever, including without limitation, claims under the Age Discrimination in Employment Act (the "ADEA"), Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family and Medical Leave Act of 1993 (the "FMLA"), the Employee Retirement Income Security Act of 1974, the Racketeer Influenced and Corrupt Organizations Act, the Financial Reform Recovery and Enforcement Act of 1989, Section 1981 of Title 42 of the United States Code, the federal Worker Adjustment and Retraining Notification (WARN) Act, the National Labor Relations Act ("NLRA"), the Occupational Safety and Health Act ("OSHA"), the Fair Credit Reporting Act, the Uniformed Services Employment and Reemployment Rights Act, the Fair Labor Standards Act ("FLSA"), the Utah Payment of Wages Act, the Utah Antidiscrimination Act, and any other federal, state, or city laws concerning workplace rights or obligations or payment of wages, penalties, claims for violation of privacy rights, claims for violation of civil rights, claims for denial of equal rights, discrimination, wrongful termination, retaliation, breach of contract,

equitable remedies, interference with advantageous relations, all tort claims, and all claims that were or could have been raised by EMPLOYEE in the Arbitration, or which arose prior to the date the EMPLOYEE signs this General Release, against the RELEASED PARTIES with respect to any event, matter, claim, damage or injury arising out of EMPLOYEE's employment with AFCU, the termination of such employment, any application for employment with AFCU, and/or EMPLOYEE'S eligibility for employment with the RELEASED PARTIES. EMPLOYEE represents that EMPLOYEE knows of no claim that EMPLOYEE has that has not been released by this paragraph.

3. **Release Exclusions.** Excluded from the release in Section 2 above are any claims arising after execution of this General Release, and any claims this General Release cannot waive such as for unemployment or worker's compensation; any right to COBRA benefits or vested retirement benefits; any existing rights of defense and indemnity or liability insurance coverage; and the right to enforce this General Release. Nothing in this Agreement limits EMPLOYEE'S right to file a claim, give information, or participate in an investigation or proceeding with a government agency such as the EEOC, SEC, or OSHA under any law protecting such rights. But EMPLOYEE does waive, however, any money or other personal benefit he or she might receive from AFCU (not a government agency) for any such claim or litigation, unless prohibited by law.

4. **Covenant Not to Sue.** A "covenant not to sue" is a legal term meaning that an individual promises not to file a lawsuit or claim in court or an arbitration. Besides waiving and releasing the claims covered by Section 2 above, EMPLOYEE agrees never to sue AFCU or any other RELEASED PARTIES, or join a lawsuit or arbitration against any such party, in any forum for any claim encompassed by the release in Section 2 above. Notwithstanding this agreement, EMPLOYEE may bring a claim to enforce this General Release or to challenge its validity under the ADEA, and may participate in the Arbitration. If EMPLOYEE sues AFCU or any other RELEASED PARTIES in contravention of this provision and fails to dismiss, with prejudice, EMPLOYEE'S action within fourteen (14) days of written notice of the violation from the RELEASED PARTIES, EMPLOYEE shall be liable to the RELEASED PARTIES and any such other parties for the full sum of the total costs and fees incurred in defending that suit as confirmed in a declaration by the RELEASED PARTY'S counsel.

5. **Tax Treatment.** EMPLOYEE acknowledges that some or all of the monetary consideration paid to EMPLOYEE in accordance with this General Release and/or the Settlement Agreement in the Arbitration may be subject to federal, state and/or local taxation, and that EMPLOYEE will be solely responsible for the payment of any and all employee's share of taxes that may be due from EMPLOYEE thereon. Should EMPLOYEE fail to pay such taxes, EMPLOYEE agrees to defend, indemnify and hold harmless RELEASED PARTIES from any claim, including attorneys' fees and costs, relating to an assessment by any state, local or federal taxing authority for any employee's share of taxes deemed by such authority to be owed by RELEASED PARTIES on account of EMPLOYEE'S failure to pay such taxes.

6. **Other Agreements.** EMPLOYEE also understands and agrees as follows:

(a) EMPLOYEE is entering into this General Release, intending to be bound by its terms, knowingly, voluntarily, and with full knowledge of their significance. EMPLOYEE has not been coerced, threatened, or intimidated into signing this General Release;

(b) EMPLOYEE has been advised to consult with a lawyer prior to signing this General Release and agreeing to be bound by its terms and has, in fact, consulted with counsel with the Shavitz Law Group, P.A.;

(c) EMPLOYEE has been given a reasonable amount of time to consider this General Release;

(d) EMPLOYEE is not otherwise entitled to the consideration described in this General Release;

(e) EMPLOYEE has not suffered any on-the-job injury for which EMPLOYEE has not already filed a workers' compensation claim;

(f) EMPLOYEE shall not voluntarily assist, encourage, or cooperate with any person in threatening, commencing, or maintaining an employment-related claim, action, or demand against RELEASED PARTIES for an existing claim or potential claim covered by Section 2 of this General Release, whether presently known or unknown by the threatening, commencing, or maintaining party, except as required by court order or otherwise required by law;

(g) EMPLOYEE has been given at least twenty-one (21) days to consider this General Release; and

(h) For a period of seven (7) days following the execution of this General Release, EMPLOYEE may revoke his or her acceptance by delivering a written revocation within the seven (7) day period to Released Parties' counsel, Mark D. Tolman, Parsons Behle & Latimer, 201 South Main Street, Suite 1800, Salt Lake City, Utah 84111.

**By my signature below, I AFFIRM AND ACKNOWLEDGE that I have read the foregoing General Release, that I have had sufficient time and opportunity to review and discuss it with the attorney of my choice, that I have had any questions answered to my satisfaction, that I fully understand and appreciate the meaning of each of its terms, and that I am voluntarily signing the General Release on the date indicated below, intending to be fully and legally bound by its terms.**

***[This Section Intentionally Left Blank. Signatures on the Following Page.]***

**I further AFFIRM AND ACKNOWLEDGE that I consent to join and opt-in to become a claimant for settlement purposes in the Arbitration against America First Credit Union, and to be subject to the release set forth in Section IV (“Release”) of the Parties’ Settlement Agreement.**

*Jamie Jennings*

\_\_\_\_\_  
EMPLOYEE SIGNATURE

Jamie Jennings

\_\_\_\_\_  
EMPLOYEE NAME (print)

Dated: 12/22/2025