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Additional counsel listed on the following page

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

NAILA RODRIGUEZ and ANDREA
LOPEZ, on behalf of herself and all other
aggrieved current and former California-
based, hourly non-exempt employees,

PLAINTIFFS,

vs.

PVH RETAIL STORES, LLC; and DOES 1
to 100, inclusive,

DEFENDANTS.

CASE NO. RIC2002453
[Unlimited Jurisdiction - PAGA]

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. DANIEL A. OTTOLIA, DEPT. 4]*

**JOINT STIPULATION OF SETTLEMENT
PAGA ACTION**

Complaint:	June 1, 2020
First Amended Complaint:	August 21, 2020
Second Amended Complaint:	March 1, 2021
Trial Date:	None set

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Attorneys for Defendant PVH RETAIL STORES LLC

1 This Joint Stipulation of Settlement of PAGA Action is made by and between the
2 Plaintiffs, Naila Rodriguez and Andrea Lopez (“Plaintiffs”), on their own behalf and on behalf
3 of all members of the PAGA Group, as defined below, on the one hand, and PVH Retail Stores
4 LLC (“Defendant”) on the other hand (collectively the “Parties”), in the lawsuit entitled *Naila*
5 *Rodriguez, et al. v. PVH Retail Stores, LLC*, filed in the Riverside County Superior Court, Case
6 No. RIC2002453. This Joint Stipulation of Settlement of PAGA Action resolves all claims that
7 were asserted or could have been asserted against Defendant arising out of the facts alleged in
8 the Action.

9 **I. DEFINITIONS**

10 **A. Action.** The term “Action” as used herein means the action entitled filed in the
11 Riverside County Superior Court, Case No. RIC2002453.

12 **B. Administrative Costs.** All administrative costs of settlement, including cost of
13 notice to the PAGA Group, administration, and any fees and costs incurred or charged by the
14 Settlement Administrator in connection with the execution of its duties under this Joint
15 Stipulation of Settlement of PAGA Action.

16 **C. Agreement.** The terms “Agreement” or “Settlement Agreement” are used
17 synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action for purposes
18 of resolution.

19 **D. Court.** The term “Court” as used herein means the Superior Court of the State
20 of California for the County of Riverside.

21 **E. Date of Approval.** The terms “Date of Approval” or “Approval” as used herein
22 mean the date of the PAGA Settlement Approval Hearing or the date the Court enters an order
23 granting approval of this Settlement.

24 **F. Defendant.** The term “Defendant” as used herein means: PVH Retail Stores
25 LLC.

26 **G. Defense Counsel.** The term “Defense Counsel” as used herein means: JONES
27 DAY who are counsel for and acting on behalf of Defendant.

28 **H. Enhancement Award.** The term “Enhancement Award” means an awards in the

1 amount of Five Thousand Dollars (\$5,000.00) to each named Plaintiff, (collectively,
2 \$10,000.00) as a payment to Plaintiffs for their time and effort in bringing this litigation to which
3 Defendant will not object.

4 **I. LWDA.** The term “LWDA” means the Labor Workforce Development Agency.

5 **J. LWDA Payment.** The term “LWDA Payment” as used herein means seventy-
6 five percent (75%) of the Adjusted Gross Fund Value which will be distributed to the LWDA
7 in accordance with California Labor Code section 2699(i).

8 **K. Adjusted Gross Fund Value.** The term “Adjusted Gross Fund Value” as used
9 herein means the Gross Fund Value minus any award of attorneys’ fees and litigation costs,
10 Plaintiffs’ Enhancement Awards, and Administrative Costs.

11 **L. Individual Settlement Payments.** The term “Individual Settlement
12 Payment(s)” shall include payments made to the PAGA Group from the PAGA Group Payment.

13 **M. Notice of Resolution.** The Notice of PAGA Resolution is the document attached
14 hereto as Exhibit “A.”

15 **N. PAGA Group or Aggrieved Employee(s).** The “PAGA Group” is defined as:
16 all non-exempt employees who worked as front end cashiers and/or performed front end
17 cashiering-related duties at the cash wrap for PVH Retail Stores LLC (“PVH” or “Defendant”)
18 during the PAGA Period.

19 **O. PAGA Group Payment.** The “PAGA Group Payment” shall mean the
20 remaining twenty-five percent (25%) of the Adjusted Gross Fund Value designated to the PAGA
21 Group. The PAGA Group Payment will be distributed to the PAGA Group on a *pro rata* basis
22 based on his or her number of pay periods during the PAGA Period.

23 **P. PAGA List.** A list of the Aggrieved Employees including: (1) name; (2) last
24 known home address; (3) number of pay periods as a PAGA Group member during the PAGA
25 period (and any other employment information that may be necessary to calculate each PAGA
26 Group Members’ Adjusted Gross Fund Value Payment); and (4) social security number.

27 **Q. PAGA Period.** The term “PAGA Period” shall refer to the time period from
28 March 28, 2019, through April 30, 2023.

1 **R. Plaintiffs.** The term “Plaintiffs” as used herein means Naila Rodriguez and
2 Andrea Lopez. The term Plaintiffs shall be used synonymously with the term “PAGA
3 Representatives”.

4 **S. Plaintiffs’ Counsel.** The term “Plaintiffs’ Counsel” as used herein means: LAVI
5 & EBRAHIMIAN, LLP and LAW OFFICES OF SAHAG MAJARIAN, II who are counsel for
6 and acting on behalf of Plaintiffs.

7 **T. Settlement Administrator.** The term “Settlement Administrator” as used herein
8 means ILYM Group, Inc., which will be responsible for the administration of the Settlement
9 Payment, as defined below, and all related matters.

10 **U. Settlement Agreement.** The terms “Settlement Agreement” or “Agreement” are
11 used synonymously herein to mean this Joint Stipulation of Settlement of PAGA Action.

12 **V. Gross Fund Value.** The term “Gross Fund Value” as used herein means a fund
13 in the sum of Seven Hundred Fifty Thousand Dollars and Zero Cents (\$750,000.00) which shall
14 be paid by Defendant, and from which all Individual Settlement Payments, Court approved
15 attorneys’ fees and litigation costs pursuant to Section X, Administrative Costs pursuant to
16 Section VI, Enhancement Awards pursuant to Section XI, and distribution to the LWDA
17 pursuant to Section VIII(C) shall be paid, except as provided herein. The Gross Fund Value is
18 for approximately 217,755 pay periods during the PAGA period and 5,911 Aggrieved
19 Employees.

20 **II. BACKGROUND**

21 **A.** On March 19, 2020, Plaintiff Rodriguez submitted a letter to the LWDA alleging
22 violations of wage and hour laws including failure to pay all minimum wages, failure to pay all
23 overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to provide
24 complete and accurate wage statements, failure to timely pay final wages, and failure to provide
25 suitable seats. On April 7, 2020, Plaintiff Lopez submitted a letter to the LWDA alleging
26 violations of wage and hour laws including failure to pay all minimum wages, failure to pay all
27 overtime wages, failure to provide meal breaks, failure to provide rest breaks, failure to provide
28 complete and accurate wage statements, failure to timely pay final wages, and failure to provide

1 suitable seats. On June 1, 2020, Plaintiff Rodriguez filed the Action alleging a single case of
2 action for penalties pursuant to Labor Code § 2699(f) for alleged violations and penalties under
3 Labor Code §§2699(f), 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197, and 1198 as well as
4 the IWC Wage Order No. 7. On August 21, 2020, Plaintiffs filed a First Amended Complaint
5 removing allegations for violations pursuant to Labor Codes §§ 201, 202, 203, 226, 226.7, 510,
6 512, 1194, and 1197. On March 1, 2021, Plaintiffs each submitted an amended letter to the
7 LWDA to add additional facts to their theory that Defendant's failed to provide suitable seats.
8 On March 1, 2021, Plaintiffs filed a Second Amended Complaint adding facts to pleadings.
9 Plaintiffs' operative Second Amended Complaint alleges one claim for penalties for
10 Defendant's failure to provide suitable seats in accordance with Section 14(A) of the Wage
11 Order.

12 **B.** After significant formal discovery and meet and confer efforts, Counsel for the
13 Parties agreed to discuss potential settlement of the action. Pursuant to these discussions, the
14 Parties agreed to exchange informal discovery and engage in private mediation. The Parties
15 subsequently exchanged informal discovery, including: information and documentation
16 concerning the claims set forth in the Action, such as Defendant's retail store floorplans and
17 policies and procedures regarding the seating; information regarding the number of PAGA
18 Group members and the number of current employees; and the total pay periods worked by the
19 PAGA Group.

20 **C.** Plaintiffs and Plaintiffs' Counsel have engaged in good faith, arms-length
21 negotiations. On August 11, 2022, the Parties participated in a mediation before mediator Jeffrey
22 A. Ross, Esq. and reached a resolution of this matter after a mediator's proposal, and entered
23 into a Memorandum of Understanding thereafter. Now, the Parties enter into this Joint
24 Stipulation of Settlement of PAGA Action, which if approved by the Court will resolve the
25 Action in its entirety.

26 **D.** Plaintiffs' Counsel has conducted an investigation of the law and facts relating
27 to the claims asserted in the Action and has concluded, taking into account the sharply contested
28 issues involved, the expense and time necessary to pursue the Action through trial and any

1 appeals, the risks and costs of further prosecution of the Action, the risk of an adverse outcome,
2 the uncertainties of complex litigation, and the substantial benefits to be received by the
3 Plaintiffs and the members of the PAGA Group pursuant to this Agreement, that a settlement
4 with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate, and in
5 the best interests of the PAGA Group. Plaintiffs, on their own behalf and as representatives
6 pursuant to PAGA, have agreed to settle the Action with Defendant on the terms set forth herein.

7 **E.** Defendant has concluded that, because of the substantial expense of defending
8 against the Action, the length of time necessary to resolve the issues presented herein, the
9 inconvenience involved, and the concomitant disruption to its business operations, it is in its
10 best interests to accept the terms of this Agreement. Defendant denies each of the allegations
11 and claims asserted against it in the Action. However, Defendant nevertheless desires to settle
12 the Action for the purpose of avoiding the burden, expense, and uncertainty of continuing
13 litigation and for the purpose of putting to rest the controversies engendered by the Action.

14 **F.** This Agreement is intended to and does effectuate the full, final, and complete
15 resolution of all allegations and claims that were asserted, or could have been asserted, in the
16 Action by Plaintiffs.

17 **III. JURISDICTION**

18 The Court has jurisdiction over the Parties and the subject matter of this Action. The
19 Action includes claims that, while Defendant denies them in their entirety, would, if proven,
20 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
21 Approval of the resolution, pursuant to California Code of Civil Procedure Section 664.6, the
22 Court shall retain jurisdiction of this action solely for the purpose of interpreting, implementing,
23 and enforcing this Joint Stipulation of Settlement of PAGA Action consistent with the terms set
24 forth herein, and the Parties and their counsel submit to the jurisdiction of the Court for purposes
25 of interpreting, implementing and enforcing this Agreement and all orders and judgments
26 entered in connection therewith.

27 **IV. STATEMENT OF NO ADMISSION**

28 **A.** Defendant denies liability to Plaintiffs and to the PAGA Group upon any claim

1 or cause of action. This Agreement does not constitute, and is not intended to constitute, an
2 admission by Defendant as to the merits, validity, or accuracy of any of the allegations or claims
3 made against it in the Action. PVH maintains that it has always been in compliance with §
4 14(A)-(B) of Wage Order 5.

5 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor
6 any statements, discussions or communications, nor any materials prepared, exchanged, issued
7 or used during the course of the negotiations leading to this Agreement, is intended by the Parties
8 to constitute, nor will any of the foregoing constitute, be introduced, be used or be admissible
9 in any way in this case or any other judicial, arbitral, administrative, investigative or other forum
10 or proceeding as evidence of any violation of any federal, state, or local law, statute, ordinance,
11 regulation, rule or executive order, or any obligation or duty at law or in equity. The Parties
12 themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in this
13 case or any other judicial, arbitral, administrative, investigative or other forum or proceeding,
14 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
15 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
16 purpose. Notwithstanding the foregoing, this Agreement may be used in any proceeding before
17 the Court that has as its purpose the interpretation, implementation, or enforcement of this
18 Agreement or any orders or judgments of the Court entered in connection with the resolution.

19 **C.** None of the documents produced or created by Plaintiffs or the PAGA Group in
20 connection with the claims procedures or claims resolution procedures constitute, and they are
21 not intended to constitute, an admission by Defendant of any violation of any federal, state, or
22 local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law
23 or in equity.

24 **D.** Nothing in this Agreement will be construed as an admission or
25 acknowledgement of any kind that any group should or would be given collective treatment in
26 the Action or in any other action or proceeding. Further, neither this Agreement nor the Court's
27 actions with regard to this Agreement will be admissible in any court or other tribunal regarding
28 the propriety of collective treatment. In the event that this Agreement is not approved by the

1 Court or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiffs will
2 not be deemed to have waived, limited or affected in any way any claims, rights or remedies in
3 the Action, and Defendant will not be deemed to have waived, limited, or affected in any way
4 any of its objections or defenses in the Action.

5 **V. RELEASE, DISMISSAL, AND CONFIDENTIALITY**

6 **A. Release as to PAGA Claims.**

7 Upon Approval by the Court of this Settlement and Defendant's full funding of the Gross
8 Fund Value, Plaintiffs and the State of California, shall fully and finally release and discharge
9 Defendant PVH Retail Stores LLC, PVH Corp., all of PVH Corp's fully owned subsidiaries,
10 and their respective officers, directors, employees, and agents ("Released Parties"), from all
11 applicable California claims and causes of action arising from or related to the facts alleged in
12 the pre-filing notice to the LWDA, including but not limited to claims for: violations of
13 California Wage Order 5, Section 14(A) and (B); violations of the *California Labor Code*
14 Private Attorneys General Act of 2004 (PAGA), Labor Code § 2698 *et seq.*; and any damages,
15 penalties, restitution, disgorgement, interest or attorneys' fees as a result thereof ("Released
16 Claims") from March 28, 2019, through April 30, 2023.

17 **B. General Release as to Individual Claims.**

18 Upon Approval by the Court of this Settlement and Defendant's full funding of the Gross
19 Fund Value, Plaintiffs, their heirs, spouses, executors, administrators, attorneys, agents, assigns
20 and any entities or businesses in which Plaintiffs have a controlling ownership interest, shall
21 release and discharge Defendant, including PVH Retail Stores LLC, PVH Corp., all of PVH
22 Corp's subsidiaries, and their respective officers, directors, employees, and agents ("Released
23 Parties"), from any and all claims of any nature, known or unknown, contingent or accrued.

24 Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or
25 to any claims for vested benefits, unemployment benefits, disability benefits, social security
26 benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that
27 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff
28 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and

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

3 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of
4 Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
5 benefits, if any, of section 1542 of the California Civil Code, which reads:

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

10 **C. Publicity.**

11 The Plaintiffs agree that they have not and will not publish the Settlement. By way of
12 this settlement, Plaintiffs direct their counsel not to issue any press releases or press statements
13 regarding the Settlement, identify Defendant or Defense Counsel by name in any media
14 including Plaintiffs' Counsel's website, or have any communications with the press or media
15 about the Action or the Settlement. However, nothing in the provision shall be construed from
16 as preventing the Parties from taking following actions: (a) Plaintiffs' counsel shall be allowed
17 to refer to the Action and Settlement in other litigations to support their adequacy as attorneys
18 for a putative class or PAGA group or to justify an award of attorneys' fees; (b) the Parties shall
19 have the right to disclose the Resolution as may be required under federal or state tax and/or
20 securities laws or under Generally Accepted Accounting Principles; (c) the Parties shall have
21 the right to disclose the Settlement to third parties without identifying the case name, case
22 number, or names of any of the Parties or Released Parties; (d) the Parties may refer to the
23 Resolution, describe its terms, and file the settlement agreement with the Court, the LWDA, and
24 the Settlement Administrator in connection with any proceedings which are reasonably
25 necessary to obtain Approval of the Settlement; and (e) the Parties or their representatives may
26 communicate with accountants or legal advisors regarding the Settlement. Except for the
27 previously listed exceptions, in response to any inquiries about the Action, the Parties may state
28 that "the matter has been resolved."

1 **D. Data Handling.**

2 Plaintiffs' Counsel's and the Settlement Administrator's creation, collection, receipt,
3 access, use, storage, disposal, and disclosure of Defendant's employees' personally identifiable
4 information will comply with all applicable federal and state privacy and data protection laws,
5 as well as all other applicable regulations and directives. In performing its services pursuant to
6 this Agreement, and any applicable period thereafter, the Settlement Administrator shall comply
7 with all applicable federal and local laws, rules, and regulations regarding the protection and
8 security of all personally identifiable information of Defendant's employees. The Settlement
9 Administrator shall not use Defendant's employees' personally identifiable information for any
10 purpose other than the purpose set forth in this Agreement. The terms of this paragraph shall
11 survive the termination and/or the expiration of this Agreement. The Settlement Administrator
12 and Plaintiffs' Counsel shall defend, indemnify, and hold harmless the Released Parties from
13 and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards,
14 penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees, the
15 cost of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance
16 providers, arising out of or resulting from any third-party claim against any Released Party
17 arising out of or resulting from the Settlement Administrator's and/or Plaintiffs' Counsel's
18 failure to comply with any of their respective obligations under Section V. D.

19 **VI. SETTLEMENT ADMINISTRATOR**

20 Plaintiffs and Defendant, through their respective counsel, have selected ILYM Group,
21 Inc. as the Settlement Administrator to administer the Settlement, which includes but is not
22 limited to distributing and responding to inquiries about the Notice of PAGA Resolution and
23 calculating all amounts to be paid from the Adjusted Gross Fund Value. Charges and expenses
24 of the Settlement Administrator, estimated to be Twenty-One Thousand and Five Hundred
25 Dollars (\$21,500), will be paid from the Gross Fund Value. Any charges and expenses of the
26 Settlement Administrator greater than the allocated Twenty-One Thousand and Five Hundred
27 Dollars (\$21,500) will come from the Gross Fund Value. If the actual Settlement Administrator
28 fees are less than the Parties' estimation, the difference between the actual and estimated

Settlement Administrator fees will be included in the Adjusted Gross Fund Value.

VII. NOTICE

A. Plaintiffs and Defendant, through their respective attorneys, have jointly prepared a Notice of PAGA Resolution, in the form attached hereto as “**Exhibit A**” which in substance will be provided to the members of the PAGA Group as follows:

(1) As soon as practicable following Approval of the Settlement, but no later than fifteen (15) calendar days after the Court’s Approval, Defendant will provide the Settlement Administrator with the PAGA List.

(2) The Settlement Administrator shall run all the addresses provided through the United States Postal Service NCOA database (which provides updated addresses for any individual who has moved in the previous four years who has notified the U.S. Postal Service of a forwarding address) to obtain current address information.

(3) Within forty-five (45) calendar days after the Settlement Administrator’s receipt of the PAGA List, the Settlement Administrator will mail the Notice of PAGA Resolution together with a settlement payment to all PAGA Group members by first-class United States mail, postage prepaid, with directions to the Postmaster to forward the Notice and return all undeliverable Notices to the Settlement Administrator. For each Notice of PAGA Resolution and settlement payment that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate the Aggrieved Employee by performing an additional skip trace and shall re-mail the Notice of PAGA Resolution and settlement check no later than ten (10) calendar days following receipt of the undeliverable Notice of PAGA Resolution.

(4) The Notice of PAGA Resolution will be provided in English and Spanish.

VIII. COMPUTATION AND DISTRIBUTION OF PAYMENTS

A. Distribution Formula.

(1) Members of the PAGA Group will receive a lump sum payment in an amount determined by the Settlement Administrator in accordance with the provisions of this Agreement.

(2) The lump sum payment to each member of the PAGA Group will be

1 determined by dividing the PAGA Group Payment by the total number of pay periods worked
2 by all members of the PAGA Group during the PAGA Period (the "Pay Period Amount") and
3 then multiplying the Pay Period Amount by the number of pay periods worked by the individual
4 PAGA member (i.e., the Individual Settlement Payments).

5 **B. Funding of Resolution.**

6 (1) The funding of the Gross Fund Value will be completed at one time with
7 funds provided to and escrowed by the Settlement Administrator. The funds used for the Gross
8 Fund Value shall be paid to the Settlement Administrator by Defendant within forty-five (45)
9 calendar days of its receipt of a notice of entry of the Court's Approval order. Defendant shall
10 not have any obligation to provide any portion of the Gross Fund Value to the Settlement
11 Administrator or any third party until Final Judgement has been entered and all rights of appeal
12 have expired and or been exhausted.

13 (2) If a PAGA Group member is deceased at the time of distribution, the
14 Settlement Administrator shall distribute the deceased PAGA Group member's Individual
15 Settlement Payment to the deceased PAGA Group member's legal heir(s). In the event of a
16 dispute as to the legal heir(s), the Settlement Administrator shall notify the executor of the
17 deceased PAGA Group member's estate and attempt to place the deceased PAGA Group
18 member's payment in escrow or similar disposition such that any competing heirs may take
19 whatever action they wish to resolve ultimate disposition of such money and the Settlement
20 Administrator and the Parties hereto may disclaim any further interest in or obligation in relation
21 to such money.

22 (3) If a check is returned to the Settlement Administrator as undeliverable,
23 the Settlement Administrator shall promptly attempt to obtain a valid mailing address by
24 performing a skip trace search and, if another address is identified, shall mail the check to the
25 newly identified address. If the Settlement Administrator is unable to obtain a valid mailing
26 address through this process, the monies represented by the check shall be turned over according
27 to the below procedures.

28 (4) Settlement checks will specifically indicate that they are void if not

1 negotiated within one hundred eighty 180 days of their issuance (“Non-Deposited Funds”). Any
2 settlement checks that remain uncashed one hundred eighty (180) or more calendar days after
3 issuance by the Settlement Administrator shall be voided. The Settlement Administrator will
4 remit the entire amount of each PAGA Group member’s uncashed Individual Settlement
5 Payment to the California State Controller for deposit in the Unclaimed Property Fund in the
6 name of the PAGA Group member who failed to cash their check.

7 **C. Time for Distribution of the Attorneys’ Fees, Costs, Enhancement Award,**
8 **and LWDA Payment.**

9 The Settlement Administrator shall cause the Court approved attorneys’ fees, litigation
10 costs, Enhancement Award and LWDA Payment to be paid at the same time and manner as the
11 Settlement Payments to the PAGA Group.

12 **IX. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

13 The amounts paid under this Agreement do not represent a modification of any
14 previously credited hours of service under any employee benefit plan, policy or bonus program
15 sponsored by Defendant. Such amounts will not form the basis for additional contributions to,
16 benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
17 sponsored by Defendant, policies or bonus programs. Any payments made under the terms of
18 this Settlement shall not be applied retroactively, currently or on a going forward basis as salary,
19 earnings, wages, or any other form of compensation for the purposes of Defendant’s benefit
20 plan, policy or bonus program. Defendant retains the right to modify the language of its benefit
21 plans, policies and bonus programs to effect this intent and to make clear that any amounts paid
22 pursuant to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any
23 similar measuring term as defined by applicable plans, policies and bonus programs for purpose
24 of eligibility, vesting, benefit accrual or any other purpose, and that additional contributions or
25 benefits are not required by this Settlement.

26 **X. PLAINTIFFS’ COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS**

27 Defendant shall not oppose an application by Plaintiffs’ Counsel to receive, and
28 Plaintiffs’ Counsel shall not seek or receive, an amount in excess of Two-Hundred Fifty

1 Thousand Dollars and Zero Cents (\$250,000.00) which represents 33.3333% of the Gross Fund
2 Value for all past and future attorneys' fees necessary to prosecute, settle, and administer the
3 Action and this Settlement. Additionally, Defendant shall not oppose an application by
4 Plaintiffs' Counsel to receive, and Plaintiffs' Counsel shall not seek or receive, an amount in
5 excess of Twenty Thousand Dollars (\$20,000.00), which represents all past and future litigation
6 costs and expenses necessary to prosecute, settle and administer the Action and this Settlement.
7 Any attorneys' fees or litigation costs awarded to Plaintiffs' Counsel by the Court shall be
8 deducted from the Gross Fund Value for the purpose of determining the Adjusted Gross Fund
9 Value. This amount shall include all attorneys' fees and litigation costs and expenses for which
10 Plaintiffs and Plaintiffs' Counsel could claim under any legal theory whatsoever. Should the
11 Court approve a lesser percentage or amount of fees and/or litigation costs than the amount that
12 Plaintiffs' Counsel ultimately seeks, then the unapproved portion or portions shall revert to the
13 Adjusted Gross Fund Value.

14 **XI. PLAINTIFFS' ENHANCEMENT AWARDS**

15 Plaintiffs will apply for an Enhancement Award in the amount of Five Thousand Dollars
16 and Zero Cents (\$5,000) each, (collectively, \$10,000.00), for their work in prosecuting the Action
17 and securing this Settlement. The Court will determine the amount of Enhancement Award to
18 award. This Settlement is not contingent upon the Court awarding any particular amount for
19 Enhancement Award. If the Court awards less than the full amount of the Enhancement Awards
20 requested by Plaintiffs, the unawarded amount shall become part of the Adjusted Gross Fund
21 Value.

22 **XII. TAXATION AND ALLOCATION**

23 **A.** For withholding tax characterization purposes and payment of taxes, the
24 Adjusted Gross Fund Value shall be deemed and is allocated by the Parties as follows: 100% as
25 penalties.

26 **B.** All PAGA Group members who cash their settlement check may receive an IRS
27 Form 1099 for their portion of the settlement, if deemed required by the Settlement
28 Administrator (in compliance with IRS guidelines).

1 C. Nothing in this Settlement is intended to constitute legal advice regarding
2 federal, state, and/or local tax obligations. The Parties, Defense Counsel and Plaintiffs' Counsel
3 make no representations as to the tax treatment or legal effect of the payments called for
4 hereunder, and Aggrieved Employees are not relying on any statement or representation by the
5 Parties, Plaintiffs' Counsel or Defense Counsel in this regard. Aggrieved Employees understand
6 and agree that they will be responsible for the payment of any employee taxes and penalties
7 assessed on the payment described herein and will hold the Parties, Plaintiffs' Counsel and
8 Defense Counsel free and harmless from and against any claims, liabilities, costs and expenses,
9 including attorney's fees, resulting in any way from personal tax treatment of the payments
10 made pursuant to this Agreement. To the extent that this Settlement or any of its attachments is
11 interpreted to contain or constitute advice regarding any state or federal tax issue, such advice
12 is not intended or written to be used, and cannot be used, by any person for the purpose of
13 avoiding penalties under the Internal Revenue Code. Neither the Parties, Plaintiffs' Counsel nor
14 Defense Counsel are responsible for any Aggrieved Employee's tax obligations regarding the
15 allocation of the settlement payments.

16 **XIII. COURT APPROVAL**

17 This Agreement and the Resolution is contingent upon Approval by the Court. Plaintiffs
18 and Defendant agree to take all steps as may be reasonably necessary to secure Approval of the
19 Resolution, to the extent not inconsistent with the terms of this Agreement, and will not take
20 any action adverse to each other in obtaining Court Approval of the Resolution in all respects.

21 **XIV. APPRISAL AND CERTIFICATION BY THE SETTLEMENT**
22 **ADMINISTRATOR.**

23 The Settlement Administrator shall keep Plaintiffs' Counsel and Defense Counsel
24 apprised of all distributions from the Gross Fund Value. Upon completion of administration of
25 the Settlement, the Settlement Administrator shall provide written certification of such
26 completion to Plaintiffs' Counsel and Defense Counsel. The Settlement Administrator shall also
27 provide Defense Counsel with a final accounting, including the names of payees and Individual
28 Settlement Payments.

1 **XV. MISCELLANEOUS PROVISIONS**

2 **A. Stay of Action.**

3 Plaintiffs and Defendant agree to the stay of all discovery in the Action, pending
4 Approval of the Resolution by the Court.

5 **B. Interpretation of This Agreement.**

6 (1) This Agreement constitutes the entire agreement between Plaintiffs and
7 Defendant. Except as expressly provided herein, this Agreement has not been executed in
8 reliance upon any other written or oral representations or terms, and no such extrinsic oral or
9 written representations or terms shall modify, vary or contradict its terms. In entering into this
10 Agreement, the Parties agree that this Agreement is to be construed according to its terms and
11 may not be varied or contradicted by extrinsic evidence. The Agreement will be interpreted and
12 enforced under the laws of the State of California, both in its procedural and substantive aspects,
13 without regard to its conflict of laws provisions. Any claim arising out of or relating to this
14 Agreement, or the subject matter hereof, will be resolved solely and exclusively in the Superior
15 Court of the State of California for the County of Riverside, and Plaintiffs and Defendant hereby
16 consent to the personal jurisdiction of the Court over them solely in connection therewith. The
17 foregoing is only limited to disputes concerning this Agreement and in no way limits or negates
18 the enforceability and effect of the underlying arbitration agreements signed by employees of
19 Defendant, specifically including but not limited to Plaintiffs, obligating them to arbitrate any
20 and all claims on an individual (and not on a class, collective, or representative) basis.

21 (2) Plaintiffs, on their own behalf and on behalf of the PAGA Group, and
22 Defendant participated in the negotiation and drafting of this Agreement and had available to
23 them the advice and assistance of independent counsel. As such, neither Plaintiffs nor Defendant
24 may claim that any ambiguity in this Agreement should be construed against the other.

25 (3) The terms and conditions of this Agreement constitute the exclusive and
26 final understanding and expression of all agreements between Plaintiffs and Defendant with
27 respect to the settlement of the Action. This Agreement may be modified only by a writing
28 signed by counsel for all Parties or their successors-in-interest.

1 **C. Further Cooperation.**

2 Plaintiffs and Defendant and their respective counsel shall proceed diligently to prepare
3 and execute all documents, to seek Approval from the Court, and to do all things reasonably
4 necessary or convenient to consummate this Agreement as expeditiously as possible.

5 **D. Confidentiality of Documents.**

6 Plaintiffs, and the Settlement Administrator, shall maintain the confidentiality of all
7 documents, deposition transcripts, declarations and other information obtained in the lawsuit,
8 unless necessary for appeal or such documents are ordered to be disclosed by the Judge or by a
9 subpoena.

10 **E. Counterparts.**

11 This Agreement may be executed in one or more actual or non-original counterparts, all
12 of which will be considered one and the same instrument and all of which will be considered
13 duplicate originals. This Agreement may be signed electronically or by facsimile, and an
14 electronic or facsimile signature is deemed valid and binding, and triggers all rights and
15 obligations under this Agreement.

16 **F. Authority.**

17 Each individual signing below warrants that he or she has or they have the authority to
18 execute this Agreement on behalf of the party for whom or which that individual signs.

19 **G. No Third-Party Beneficiaries.**

20 Plaintiffs, members of the PAGA Group, Defendant and Released Parties are direct
21 beneficiaries of this Agreement, but there are no third-party beneficiaries.

22 **H. Force Majeure.**

23 The failure of any party to perform any of its obligations hereunder shall not subject such
24 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
25 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
26 floods, wars, interruptions or delays in transportation, power outages, labor disputes or
27 shortages, shortages of material or supplies, governmental laws, restrictions, rules or
28 regulations, sabotage, terrorist acts, acts or failures to act of any third parties, or any other similar

or different circumstances or causes beyond the reasonable control of such party.

I. Deadlines Falling on Weekends or Holidays.

To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or legal/court holiday, that deadline shall be continued until the following business day.

J. Severability.

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defense Counsel and Plaintiffs' Counsel, on behalf of the Parties and the PAGA Group, mutually elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

K. Defendant's Fees and Costs.

All of Defendant's own legal fees, costs and expenses incurred in this Action shall be borne by Defendant.

L. Good Faith and Fair Dealing.

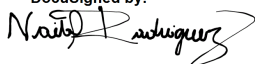
The Parties to this Agreement pledge their good faith and fair dealing in supporting the approval of this Settlement by the Court as may be appropriate. The Parties agree that this Settlement reflects their good faith compromise of the claims raised in the Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

M. Defendant's Seating Pilot Program.

Defendant agrees to engage in a reasonable, good faith seating pilot program.

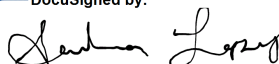
APPROVED AS TO CONTENT

DATE: August 21, 2023

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NAILA RODRIGUEZ

DATE: August 22, 2023

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ANDREA LOPEZ

DATE: _____, 2023

By: Mark Fischer
Executive Vice President, General Counsel
and Secretary
On behalf of PVH Retail Stores LLC

APPROVED AS TO FORM

DATE: August 21, 2023

LAVI & EBRAHIMIAN, LLP

By: 
Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Attorneys for Plaintiffs Naila Rodriguez and
Andrea Lopez

DATE: _____, 2023

JONES DAY

By: _____
Amanda C. Sommerfeld
Amanda W. Molinari
Attorneys for Defendant PVH Retail Stores LLC

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DATE: _____, 2023

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Mark Fischer
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By: Mark Fischer
Executive Vice President, General Counsel
and Secretary
On behalf of PVH Retail Stores LLC

APPROVED AS TO FORM

DATE: _____, 2023

LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Attorneys for Plaintiffs Naila Rodriguez and
Andrea Lopez

DATE: _____, 2023

JONES DAY

By: _____
Amanda C. Sommerfeld
Amanda W. Molinari
Attorneys for Defendant PVH Retail Stores LLC

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DATE: _____, 2023

By: Mark Fischer
Executive Vice President, General Counsel
and Secretary
On behalf of PVH Retail Stores LLC

APPROVED AS TO FORM

DATE: _____, 2023

LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi
Vincent C. Granberry
Melissa A. Huether
Attorneys for Plaintiffs Naila Rodriguez and
Andrea Lopez

DATE: August 7, 2023

JONES DAY

By:  _____
Amanda C. Sommerfeld
Amanda W. Molinari
Attorneys for Defendant PVH Retail Stores LLC