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 on behalf of herself and others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

DAISY ARELLANO, on behalf of herself and
 others similarly situated,

PLAINTIFF,

vs.

USA MINISO DEPOT, INC.; MINISO DEPOT
 CA, INC.; MINISO; MINISO DEPOT
 ARCADIA, INC.; MINISO DEPOT
 BAKERSFIELD, INC.; MINISO DEPOT
 CERRITOS, INC.; MINISO DEPOT DOWNEY,
 INC.; MINISO DEPOT HOLLYWOOD, INC.;
 MINISO DEPOT LAKEWOOD, INC.; MINISO
 DEPOT MORENO VALLEY, INC.; MINISO
 DEPOT PASADENA, INC.; MINISO DEPOT
 RIVERSIDE, INC.; MINISO DEPOT SANTA
 ANA, INC.; MINISO DEPOT SANTA
 MONICA, INC.; MINISO DEPOT WEST
 COVINA, INC.; MINISO DEPOT

Case No.: 19STCV42105

*[Assigned for all purposes to the Hon. Stuart
 M. Rice, SSC Dept. 1]*

**FIRST AMENDED JOINT
 STIPULATION OF SETTLEMENT AND
 RELEASE**

1 ALHAMBRA, LLC.; MINISO DEPOT
2 BEVERLY CENTER, LLC.; MINISO DEPOT
3 CHINO HILLS, LLC.; MINISO DEPOT
4 CULVER CITY, LLC.; MINISO DEPOT EL
5 CAJON, LLC.; MINISO DEPOT ESCONDIDO,
6 LLC.; MINISO DEPOT FAIRFIELD, LLC.;
7 MINISO DEPOT HACIENDA HEIGHTS,
8 LLC.; MINISO DEPOT IRVINE SPECTRUM,
9 LLC.; MINISO DEPOT MILPITAS, LLC.;
10 MINISO DEPOT MISSION VIEJO, LLC.;
11 MINISO DEPOT NATIONAL CITY, LLC.;
12 MINISO DEPOT NEWPARK, LLC.; MINISO
13 DEPOT PALM DESERT, LLC.; MINISO
14 DEPOT SALINAS, LLC.; MINISO DEPOT
15 SAN FRANCISCO CENTRE, LLC.; MINISO
16 DEPOT SANTA BARBARA, LLC.; MINISO
17 DEPOT SF STONESTOWN, LLC.; MINISO
18 DEPOT SHERMAN OAKS, LLC.; MINISO
19 DEPOT TEMPLE CITY, LLC.; MINISO
20 DEPOT TOPANGA, LLC.; MINISO DEPOT
21 TORRANCE, LLC.; MINISO DEPOT
22 VALENCIA, LLC; and DOES 1 to 200,
23 Inclusive,

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DEFENDANTS.

1 This Joint Stipulation of Settlement and Release (the “Joint Stipulation of Settlement”) is
2 made and entered into by and among: (a) Plaintiffs DAISY ARELLANO AND STEPHANIE
3 CORONA (“Plaintiffs”), on behalf of themselves and each member of the “Settlement Class” (as
4 defined below); and (b) Defendants USA MINISO DEPOT, INC.; MINISO DEPOT CA, INC.;
5 MINISO DEPOT ARCADIA, INC.; MINISO DEPOT BAKERSFIELD, INC.; MINISO DEPOT
6 CERRITOS, INC.; MINISO DEPOT DOWNEY, INC.; MINISO DEPOT HOLLYWOOD, INC.;
7 MINISO DEPOT LAKEWOOD, INC.; MINISO DEPOT MORENO VALLEY, INC.; MINISO
8 DEPOT PASADENA, INC.; MINISO DEPOT RIVERSIDE, INC.; MINISO DEPOT SANTA
9 ANA, INC.; MINISO DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.;
10 MINISO DEPOT BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO
11 DEPOT CULVER CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT
12 ESCONDIDO, LLC.; MINISO DEPOT FAIRFIELD, LLC.; MINISO DEPOT IRVINE
13 SPECTRUM, LLC.; MINISO DEPOT MISSION VIEJO, LLC.; MINISO DEPOT NATIONAL
14 CITY, LLC.; MINISO DEPOT NEWPARK, LLC.; MINISO DEPOT PALM DESERT, LLC.;
15 MINISO DEPOT SALINAS, LLC.; MINISO DEPOT SAN FRANCISCO CENTRE, LLC.;
16 MINISO DEPOT SANTA BARBARA, LLC.; MINISO DEPOT SF STONESTOWN, LLC.;
17 MINISO DEPOT SHERMAN OAKS, LLC.; MINISO DEPOT TEMPLE CITY, LLC.; MINISO
18 DEPOT TOPANGA, LLC.; MINISO DEPOT TORRANCE, LLC.; MINISO DEPOT
19 VALENCIA, LLC (“Defendants”).

20 **I. BACKGROUND; DENIALS OF LIABILITY**

21 On November 22, 2019, Plaintiff Arellano filed a class action pursuant to complaint
22 against Defendants for alleged violations of the California Labor Code in the Los Angeles County
23 Superior Court Case No. 19STCV42105 (“Arellano Action”).

24 On January 6, 2020, Plaintiff Corona submitted a notice to the Labor and Workforce
25 Development Agency (“LWDA”) asserting violation of the California Labor Code and her
26 intention to file suit seeking penalties under PAGA. On March 5, 2020, Plaintiff Corona filed a
27 representative action for civil penalties pursuant to the Private Attorneys General Act of 2004,
28 California Labor Code section 2698, *et seq.* (“Corona Action”).

1 On February 24, 2021, Plaintiffs and Defendants participated in their first formal
2 mediation session with well-respected wage and hour mediator Judge Carl West (Ret.). The
3 Parties were unable to reach a settlement at the mediation and continued litigation of the matters.

4 On September 9, 2021, Plaintiff and Defendants participated in a formal mediation session
5 with well-respected wage and hour mediator Judge Carl West (Ret.). The Parties did not reach a
6 settlement at the mediation, but continued settlement negotiations through the mediator thereafter.
7 After significant discussions, the Parties reached the settlement herein.

8 In order to effectuate the terms of this settlement, Plaintiffs agreed to file an amended
9 complaint in the Arellano Action to consolidate the parties and claims of the Corona Action with
10 the Arellano Action (collectively, the Arellano Action and Corona Action are the “Action”).

11 In the Action, Plaintiffs allege, among other things, claims on behalf of certain California-
12 based, hourly non-exempt employees who worked for Defendants. More particularly, Plaintiffs
13 allege, among other things, that Defendants had, with respect to themselves, individually and/or
14 other members of the public similar situated, among other things, failed to pay employees for all
15 hours worked at the minimum wage and/or applicable overtime rates of pay; failed to provide
16 legally complaint meal periods and/or pay meal period premium wages; failed to provide legally
17 complaint rest periods and/or pay rest period premium wages; failure to adequately indemnify
18 employees for employment-related losses/expenditures; statutory penalties for failure to provide
19 accurate wage statements; waiting time penalties for failure to timely pay employee all earned and
20 unpaid wages due upon separation of employment; applicable civil penalties; and civil penalties
21 pursuant to the Private Attorneys General Act of 2004 (“PAGA”). In the Action, Plaintiffs seek on
22 behalf of the class declaratory relief and monetary relief (including damages, restitution, and
23 penalties) and other relief.

24 The Parties participated in two mediation sessions before the Judge Carl West (Ret.). After
25 the second mediation session and subsequent negotiations, the Parties reached a settlement in
26 principle of the Action. This Joint Stipulation of Settlement, among other things, resolves and
27 settles on behalf of the Settlement Class and PAGA employees all claims asserted in the operative
28 complaint in Action. Defendants deny, on behalf of itself and each of the “Released Parties” as

1 defined below, each and all such claims whether asserted or to be asserted by Plaintiff individually
2 or on behalf of any putative class or represented group. Also, Defendants, on behalf of itself and
3 each of the Released Parties: denies that any Released Party is liable in any way to Plaintiff or any
4 putative member of any class or any represented group; denies that Plaintiff or any putative
5 member of any class or any represented group is entitled to any monetary compensation or
6 payment of any kind (or any other form of relief) under California, federal, or any other law; and
7 denies that Plaintiff or any putative member of any class or any represented group are, were, or
8 could have been harmed by any conduct, acts, or omissions by Defendants or any Released Party.
9 Defendants also deny that any of the settled claims could ever properly be certified as a class in
10 any contested certification proceedings or could proceed as a representative action. However,
11 Defendants have concluded that further litigation would be uncertain, protracted, and expensive,
12 and therefore desires to settle all the claims being released in order to limit further cost,
13 inconvenience, uncertainty, and distraction.

14 **II. DEFINITIONS**

15 As used in this Joint Stipulation of Settlement, the following terms have the meanings
16 specified below. Terms or phrases defined elsewhere in this Joint Stipulation of Settlement are
17 incorporated into this Definitions section by reference:

18 1. "Class Counsel" refers to Joseph Lavi, Vincent Granberry, and Melissa A. Huether
19 of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly Hills, California 90211.

20 2. "Class Notice" means the notice of this Settlement, substantially in the form of
21 **Exhibit A**, to be sent to Settlement Class Members to notify them of this Settlement and their
22 right to Opt Out.

23 3. "Class Period" means the time period from and including November 22, 2015
24 through November 8, 2021.

25 4. "Defendants" means USA MINISO DEPOT, INC.; MINISO DEPOT CA, INC.;
26 MINISO; MINISO DEPOT ARCADIA, INC.; MINISO DEPOT BAKERSFIELD, INC.; MINISO
27 DEPOT CERRITOS, INC.; MINISO DEPOT DOWNEY, INC.; MINISO DEPOT
28 HOLLYWOOD, INC.; MINISO DEPOT LAKEWOOD, INC.; MINISO DEPOT MORENO

1 VALLEY, INC.; MINISO DEPOT PASADENA, INC.; MINISO DEPOT RIVERSIDE, INC.;
2 MINISO DEPOT SANTA ANA, INC.; MINISO DEPOT SANTA MONICA, INC.; MINISO
3 DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.; MINISO DEPOT
4 BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO DEPOT
5 CULVER CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT ESCONDIDO,
6 LLC.; MINISO DEPOT FAIRFIELD, LLC.; MINISO DEPOT HACIENDA HEIGHTS, LLC.;
7 MINISO DEPOT IRVINE SPECTRUM, LLC.; MINISO DEPOT MISSION VIEJO, LLC.;
8 MINISO DEPOT NATIONAL CITY, LLC.; MINISO DEPOT NEWPARK, LLC.; MINISO
9 DEPOT PALM DESERT, LLC.; MINISO DEPOT SALINAS, LLC.; MINISO DEPOT SAN
10 FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA BARBARA, LLC.; MINISO DEPOT
11 SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN OAKS, LLC.; MINISO DEPOT
12 TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.; MINISO DEPOT TORRANCE,
13 LLC.; and MINISO DEPOT VALENCIA, LLC.

14 5. "Effective Date" means the date on which the Superior Court's judgment approving
15 this Joint Stipulation of Settlement becomes "Final."

16 6. "Final" means the following with respect to the Superior Court's Final Class
17 Judgment approving this Joint Stipulation of Settlement:

18 A. The 65th calendar day after notice of entry of the Final Class Judgment,
19 plus any extension of the time to appeal resulting from the filing of a motion that extends the
20 deadline to appeal (assuming no appeal, writ or other request for appellate review is filed within
21 the foregoing time period).

22 B. If any appeal, writ, or other request for appellate review is filed within the
23 foregoing time period, the date when that appeal, writ, or request for appellate review is finally
24 ruled upon, denied, or dismissed, and no other appeal, writ or appellate review is possible.

25 7. "Final Class Judgment" means the judgment to be entered by the Superior Court
26 approving this Joint Stipulation of Settlement without material change, confirming the releases of
27 claims by Participating Class Members, and finally resolving the Action.

1 8. “Individual Settlement Payment” means the amount to be allocated under this
2 Settlement to individual Settlement Class Members as calculated below.

3 9. “Maximum Settlement Amount” means the maximum amount to be paid under this
4 Settlement is One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00)
5 which includes settlement payments to Participating Class Members, Attorneys’ Fees and Costs,
6 Enhancement Payments, allocation to penalties pursuant to PAGA, and Settlement Administration
7 Costs. The Maximum Settlement Amount does not include the employers share of taxes which
8 Defendants have agreed to pay separately and in addition to Maximum Settlement Amount.

9 10. “Net Settlement Amount” means the Maximum Settlement Amount less the
10 following amounts: (1) Attorneys’ Fees and Costs to Class Counsel; (2) Enhancement Payments to
11 Plaintiffs; (3) Settlement Administration Costs to the Settlement Administrator; and (4) PAGA
12 Settlement Amount.

13 11. “Opt Out(s)” means any Settlement Class Member who submits a complete and
14 timely request to be excluded from this Settlement, by submitting a Request for Exclusion under
15 the procedures set forth below.

16 12. “PAGA Period” means November 22, 2018 through November 8, 2021.

17 13. “Participating Class Member” means any Settlement Class Member who does not
18 submit a timely Request for Exclusion under the procedures set forth below.

19 14. “Parties” means Defendants, Plaintiffs, and the Settlement Class.

20 15. “Plaintiffs” means Plaintiffs Daisy Arellano and Stephanie Corona.

21 16. “Released Parties” means: (a) USA Miniso Depot, Inc.; Miniso Depot Ca, Inc.;
22 Miniso; Miniso Depot Arcadia, Inc.; Miniso Depot Bakersfield, Inc.; Miniso Depot Cerritos, Inc.;
23 Miniso Depot Downey, Inc.; Miniso Depot Hollywood, Inc.; Miniso Depot Lakewood, Inc.;
24 Miniso Depot Moreno Valley, Inc.; Miniso Depot Pasadena, Inc.; Miniso Depot Riverside, Inc.;
25 Miniso Depot Santa Ana, Inc.; Miniso Depot Santa Monica, Inc.; Miniso Depot West Covina,
26 Inc.; Miniso Depot Alhambra, LLC.; Miniso Depot Beverly Center, LLC.; Miniso Depot Chino
27 Hills, LLC.; Miniso Depot Culver City, LLC.; Miniso Depot El Cajon, LLC.; Miniso Depot
28 Escondido, LLC.; Miniso Depot Fairfield, LLC.; Miniso Depot Hacienda Heights, LLC.; Miniso

1 Depot Irvine Spectrum, LLC.; Miniso Depot Mission Viejo, LLC.; Miniso Depot National City,
2 LLC.; Miniso Depot Newpark, LLC.; Miniso Depot Palm Desert, LLC.; Miniso Depot Salinas,
3 LLC.; Miniso Depot San Francisco Centre, LLC.; Miniso Depot Santa Barbara, LLC.; Miniso
4 Depot SF Stonestown, LLC.; Miniso Depot Sherman Oaks, LLC.; Miniso Depot Temple City,
5 LLC.; Miniso Depot Topanga, LLC.; Miniso Depot Torrance, LLC.; Miniso Depot Valencia,
6 LLC, and each and all past or present partners, parents, subsidiaries, or affiliates (regardless
7 whether such partners, parents, subsidiaries, or affiliates are individuals, corporations,
8 partnerships, limited partnerships, limited liability companies, or other forms of entity) of
9 Defendants; (b) each and all of the predecessor or successor entities of any of those entities
10 identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not
11 limited to any payroll companies, which have been or could be alleged to be in any manner
12 responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for
13 any violations described in the releases below and occurring as a result of employment; and (d) all
14 past and present directors, officers, representatives, insurers, agents, shareholders, partners,
15 members, lawyers, and employees of any of the individuals or entities identified in subparagraphs
16 (a), (b), or (c).

17 17. "Request for Exclusion" means a Settlement Class Member's request, in writing,
18 for exclusion from the Settlement.

19 18. "Response Deadline" means the last date for Settlement Class Members to
20 postmark, for return to the Settlement Administrator, Requests for Exclusion or Objections. The
21 Response Deadline shall be forty-five (45) days after the Settlement Administrator has postmarked
22 the Class Notice for mailing to Settlement Class Members, subject to adjustment in the case of re-
23 mailings, as specified in Section XVI below.

24 19. "Settlement" means the settlement reflected in and to be effectuated through this
25 Joint Stipulation of Settlement.

26 20. "Settlement Class" or "Settlement Class Members" means any and all current and
27 former hourly non-exempt employees of Defendants in California during Class Period.
28

21. "Settlement Administrator" refers to CPT Group, Inc., an independent third party agreed to by the Parties and paid out of the Maximum Settlement Amount, as described below, to perform the notice, settlement administration, and distribution functions further described in this Joint Stipulation of Settlement.

22. "Superior Court" means the Los Angeles County Superior Court.

III. THE SETTLEMENT CLASS

For purposes of this Joint Stipulation of Settlement only, the Parties agree to seek, under the procedures described below, the Superior Court's approval of certification of the following "Settlement Class": any and all current and former hourly non-exempt employees of Defendants in California during Class Period. The Settlement Class shall include any heirs, successors, or assigns or purported assigns of the above-described persons.

IV. MAXIMUM SETTLEMENT AMOUNT

The maximum amount to be paid under this Settlement is One Million Two Hundred Fifty Thousand Dollars and No Cents (\$1,250,000.00) (i.e., Maximum Settlement Amount). This Settlement is based on 1,102 Settlement Class Members and 33,900 workweeks during the Class Period. Should the number of such Settlement Class Members or the number of shifts as of the end of the Class Period exceed such stated number by more than 10% (i.e., there are more than 37,290 workweeks), Defendants shall increase the Maximum Settlement Amount by an equal percentage above 10%. The Maximum Settlement Amount shall be used to pay all of Class Counsel's attorneys' fees and costs, all costs of settlement administration, Enhancement Payments paid to Plaintiffs, all payments to the California Labor Workforce and Development Agency, all settlement payments to Participating Class Members, and the employee's share of all "Wage Withholdings" (as defined below) on such payments. No Released Party shall be required to pay anything above or beyond the Maximum Settlement Amount, under any circumstance, as a result of this Settlement, except Defendants' obligation to pay the employer's share of taxes with respect to Participating Class Members' Individual Settlement Payments.

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V. PAYMENT TO PLAINTIFFS OF ENHANCEMENT PAYMENT AND TO PLAINTIFFS FOR A GENERAL RELEASE

1. Plaintiffs will apply to the Superior Court for approval of Enhancement Payments in the amount of no more than Nine Thousand Dollars and No Cents (\$9,000.00) each (“Enhancement Payment”). Defendants will not oppose Class Counsel’s request of Enhancement Payments up to this specific amount, and the Settlement Administrator will pay Plaintiffs (from the Maximum Settlement Amount) the Enhancement Payments awarded by the Superior Court. Plaintiffs understand and agrees that the Superior Court may in its discretion award a lesser amount as enhancement fees, and Plaintiffs agree that they will accept whatever amount, if any, the Superior Court may in its discretion award as Enhancement Payments. If Plaintiffs receive enhancement fees in less than the specified amount, any such reduction shall constitute part of the amount to be distributed pursuant to Section IX as described below.

2. Plaintiffs agree that the Enhancement Payments awarded to Plaintiffs are not a wage payment. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff for his Enhancement Payment. Plaintiffs shall be solely and legally responsible to pay any and all applicable taxes on his Enhancement Payment. Plaintiffs agree to indemnify the Released Parties for any tax obligations arising out of payments to them of their Enhancement Payment. The Enhancement Payment is in addition to the Individual Settlement Payment to be paid to Plaintiffs. The enhancement fees represent payment for the time incurred and services rendered by Plaintiff on behalf of the Settlement Class in obtaining this Settlement.

VI. ATTORNEYS’ FEES AND COSTS

1. Class Counsel will apply to the Superior Court for approval of reasonable attorneys’ fees incurred for representing Plaintiffs and the Settlement Class in the Action in an amount not to exceed one-third of the Maximum Settlement Amount, or a maximum total Four Hundred Sixteen Thousand Six Hundred Sixty-Seven Dollars (\$416,667.00) (“Attorneys’ Fees”). Class Counsel will also apply to the Superior Court for an award of actual costs in an amount of not more than Thirty Thousand Dollars (\$30,000.00) (together, “Attorneys’ Fees and Costs”). Defendants will not oppose Class Counsel’s request for an award of Attorneys’ Fees and Costs up

1 to the specified amounts, and the Settlement Administrator will pay Class Counsel (from the
2 Maximum Settlement Amount) the fees and costs awarded by the Superior Court up to the
3 specified amounts. In the event that the escalator clause described in section IV herein is triggered
4 and the Maximum Settlement Amount is increased, Class Counsel may, in its discretion, increase
5 its Attorneys' Fees in order to remain one-third of the Maximum Settlement Amount.

6 2. Class Counsel and Plaintiffs understand and agree that the Superior Court may in
7 its discretion award lesser amounts in Attorneys' Fees and Costs than requested by Class Counsel.
8 If Class Counsel receive Attorneys' Fees or Costs less than the specified amounts, any such
9 reduction shall not revert to Defendants but shall instead constitute part of the amount to be
10 distributed pursuant to Section IX below.

11 3. The amounts so awarded shall be for and in complete satisfaction of all attorneys'
12 fees and costs incurred to date by Plaintiffs and/or Class Counsel on behalf of Plaintiffs and the
13 Settlement Class, and of all such future fees and costs including, but not limited to, fees and costs
14 incurred in documenting this Settlement, securing Superior Court approval of this Settlement,
15 monitoring this Settlement, reviewing and participating in the settlement administration process,
16 and obtaining the Final Class Judgment.

17 4. The Settlement Administrator will give Class Counsel an IRS Form 1099 for the
18 Attorneys' Fees and Costs awarded. Class Counsel understand and agree that they shall be solely
19 responsible for any and all taxes and/or penalties arising from payment of the costs and attorneys'
20 fees provided herein. Not later than the Effective Date, Class Counsel shall provide a fully and
21 properly executed IRS Form W-9 for purposes of the payments which the Settlement
22 Administrator will electronically wire to Class Counsel.

23 **VII. SETTLEMENT ADMINISTRATION AND EXPENSES**

24 1. The Parties have agreed to use CPT Group, Inc. to administer the settlement and
25 have allocated Fifteen Thousand Dollars (\$15,000) to reimbursement of costs for administration
26 which will be paid from the Maximum Settlement Amount ("Settlement Administration Costs"). If
27 the allocated Settlement Administration Costs exceed the actual costs sought by the Settlement
28 Administrator, the excess will remain part of the Net Settlement Amount. The Settlement

1 Administrator shall send the Class Notice to Settlement Class Members and prepare and issue the
2 checks to Participating Class Members for their Individual Settlement Payments and to PAGA
3 Employees for their Individual PAGA Payment, to Class Counsel for Attorneys' Fees and Costs,
4 to Plaintiffs for their Enhancement Payments, and to the California Labor Workforce
5 Development Agency ("LWDA") (all as specified above or below). The Settlement Administrator
6 shall establish a Qualified Settlement Fund, pursuant to Treasury Regulations section 1.468B for
7 purposes of distributing these amounts. The Settlement Administrator shall file all required tax
8 returns for the Qualified Settlement Fund, and shall calculate, and then remit to appropriate taxing
9 and other governmental authorities, all amounts to be deducted or paid on account of the
10 Individual Settlement Payments, including employee's share of "Wage Withholdings," as more
11 specifically described and defined below. The Settlement Administrator shall provide appropriate
12 indemnities against mistakes or inaccuracies in such tasks and against any misuse or breach of
13 confidentiality for Settlement Class Members' social security numbers, telephone numbers,
14 addresses, or other private information. The Settlement Administrator shall perform all other tasks
15 necessary to administer the Settlement. All disputes relating to the Settlement Administrator's
16 performance of its duties shall be referred to the Superior Court for a final and binding
17 determination, not subject to further review or appeal of any kind.

18 **VIII. PAYMENTS TO THE LABOR AND WORKFORCE DEVELOPMENT AGENCY**

19 1. The Parties have agreed to pay a certain sum to the California Labor and Workforce
20 Development Agency ("LWDA") in connection with the Labor Code Private Attorneys General
21 Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that a total of
22 One Fifty Hundred Thousand Dollars and No Cents (\$150,000.00) of the Maximum Settlement
23 Amount will be allocated to the resolution of Class Members' claims arising under PAGA for the
24 PAGA Period ("PAGA Settlement Amount"). Pursuant to PAGA, Seventy-Five Percent (75%), or
25 One Hundred Twelve Thousand Five Hundred Dollars and No Cents (\$112,500.00), of the PAGA
26 Settlement Amount will be paid to the LWDA ("LWDA Payment"), and Twenty-Five Percent
27 (25%), or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), of the PAGA
28 Settlement Amount shall be distributed to Settlement Class Members who were employed during

1 the PAGA Period (“PAGA Employees”) as specified below. This \$37,500.00 shall be referred to
2 as the “PAGA Employees Portion.”

3 2. The Settlement Administrator will pay to the LWDA, in accordance with California
4 Labor Code section 2699(i), the amount of One Hundred Twelve Thousand Five Hundred Dollars
5 and No Cents (\$112,500.00). The Settlement Administrator will advise Class Counsel when this
6 payment is made.

7 **IX. PAYMENTS TO PARTICIPATING CLASS MEMBERS**

8 1. After the Enhancement Payment, Attorneys’ Fees and Costs, Settlement
9 Administration Costs, and PAGA Settlement Amount (as specified above) have been satisfied
10 from the Maximum Settlement Amount, the remainder (i.e., Net Settlement Amount) shall be
11 available to satisfy the employee’s share of Wage Withholdings and to pay Settlement Class
12 Members who did not Opt Out (i.e., Participating Class Members) for their share of the Net
13 Settlement Amount (i.e., their Individual Settlement Payments). The PAGA Settlement Amount
14 will be distributed (as described above) 75% to the LWDA (i.e., LWDA Payment) and the
15 remaining 25% shall be distributed to PAGA Employees on a *pro rata* basis.

16 2. Under this Joint Stipulation of Settlement, each Settlement Class Member shall be
17 allocated an Individual Settlement Payment based on the number of weeks each Settlement Class
18 Member worked for Defendants as an hourly non-exempt employee in California during the Class
19 Period (“Workweeks”). The Individual Settlement Payment for each Settlement Class Member
20 who does not Opt Out and is deemed a Participating Class Member shall be calculated as follows:
21 (a) the number of Workweeks each Participating Class Member worked as an hourly non-exempt
22 employee for Defendants in California during the Class Period; divided by (b) the aggregate
23 number of Workweeks for all Participating Class Members as calculated under subparagraph (a);
24 and then multiplied by (c) the Net Settlement Amount. The Workweeks worked shall be calculated
25 using Defendants’ payroll and timekeeping records. Because PAGA Employees cannot opt out of
26 the PAGA claims, each PAGA Employee, whether or not a Participating Class Member, shall also
27 receive his or her share of the PAGA Employees Portion (“Individual PAGA Payment”)
28 calculated as follows: (a) the number pay periods each PAGA Employee worked as an hourly non-

1 exempt employee for Defendants in California during the PAGA Period; divided by (b) the
2 aggregate number of pay periods worked by all PAGA Employees during the PAGA Period; and
3 then multiplied by (c) the PAGA Employees Portion.

4 3. The Parties agree that the Individual Settlement Payments shall constitute twenty
5 percent (20%) wages (“wage portion”) and eighty percent (80%) penalties and interest (“non-wage
6 portion”). Each Individual PAGA Payment shall be treated as 100% penalties. The Settlement
7 Administrator shall calculate and deduct from the wage portion of each Participating Class
8 Member’s Individual Settlement Payment the employee’s share of required state, federal, and local
9 tax, and other wage obligations or withholdings. These shall include, without limitation, all
10 federal, state, and local employment taxes (such as Social Security Taxes, Federal Unemployment
11 Taxes, and California Unemployment and Training Taxes) and all state and federal income taxes
12 (collectively, the “Wage Withholdings”). The Settlement Administrator shall remit these amounts
13 to the appropriate authorities.

14 4. The Settlement Administrator shall pay to each Participating Class Member his or
15 her share (after any Wage Withholdings) of the Individual Settlement Payment, in the manner and
16 on the schedule set forth below, and shall make remittances of Wage Withholdings to the required
17 authorities as and when required.

18 5. The Settlement Administrator shall issue to each Participating Class Member an
19 IRS Form W-2 to report the wage portion of his or her Individual Settlement Payment. The
20 Settlement Administrator shall issue to each Participating Class Member and PAGA Employee an
21 IRS Form 1099 for the non-wage portion of his or her Individual Settlement Payment and/or
22 Individual PAGA Payment (if applicable).

23 6. Defendants, Defense counsel, Plaintiffs, and Class Counsel make no representation
24 as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiff and
25 Settlement Class Members are not relying on any statement, representation, or calculation by
26 Defendants, Defense counsel, Plaintiffs, Class Counsel, or the Settlement Administrator in this
27 regard. Plaintiffs and Settlement Class Members understand and agree that they will be solely
28 responsible for the payment of any taxes and penalties assessed on the payments described herein.

1 Each of the Participating Class Members and PAGA Employees agrees to indemnify the Released
2 Parties for any tax obligations arising out of payments to him or her of any portion of an
3 Individual Settlement Payment or Individual PAGA Payment.

4 7. Settlement Class Members shall not, on account of receiving any Individual
5 Settlement Payment or Individual PAGA Payment, be entitled to any other or additional
6 compensation, benefits, contributions, or matching employer funding of any kind under any
7 agreement or plan governing benefits or compensation (such as but not limited to any agreements
8 or plans for incentives, stock options, retirement, deferred compensation) regardless of any
9 contrary language or provisions in any such agreement or plan. The Individual Settlement
10 Payment and/or Individual PAGA Payment shall be the sole compensation and benefit to the
11 Participating Class Members and PAGA Employees under this Settlement Agreement.

12 **X. TIMING OF PAYMENT OBLIGATIONS**

13 1. Defendants shall electronically wire the Maximum Settlement Amount and an
14 amount sufficient to pay the employer's share of taxes on the wage portion of the Individual
15 Settlement Payments to the Settlement Administrator within five (5) business days after the
16 Effective Date.

17 2. The Settlement Administrator shall distribute Individual Settlement Payments to
18 Participating Class Members, Individual PAGA Payments to PAGA Employees, the Court-
19 approved Attorneys' Fees and Costs to Class Counsel, the Court-approved Enhancement
20 Payments to Plaintiffs, the LWDA Payment to the LWDA, and the Court-approved Settlement
21 Administration Costs to itself within five (5) business days of receipt of the Maximum Settlement
22 Amount.

23 3. Participating Class Members and PAGA Employees will have one hundred eighty
24 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their
25 check. For any check not cashed after 180 calendar days, the Settlement Administrator shall cancel
26 the check and remit the funds to the California State Controller's Office, Unclaimed Property
27 Division in the name of the Participating Class Member who failed to cash their check. The
28 Settlement Administrator shall inform the Parties regarding the status of any uncashed checks at

1 the conclusion of the 180 calendar day check cashing period, including the amount at issue.

2 4. The Settlement Administrator shall place the funds in an interest-bearing account,
3 and any interest earned shall be paid to the Individual Settlement Payments for Participating Class
4 Members.

5 **XI. NO OTHER PAYMENTS**

6 Except for the payments and obligations provided above, all of which shall be satisfied
7 from the Maximum Settlement Amount, no Released Party shall have any obligation to make any
8 payment to any Plaintiffs, to the Settlement Class, or to any other person or entity as a result of the
9 Action or this Joint Stipulation of Settlement. Except as set forth above, the Parties shall bear all
10 their own costs and attorneys' fees in connection with this Joint Stipulation of Settlement and the
11 Action.

12 **XII. RELEASES BY PARTICIPATING CLASS MEMBERS**

13 1. As of the Effective Date and full funding of the Maximum Settlement Amount by
14 Defendants to the Settlement Administrator, each Participating Class Member hereby fully,
15 finally, and forever releases and discharges each and every one of the Released Parties from any
16 and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs,
17 expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, based
18 on the claims alleged in, or arising out of the facts asserted in the operative First Amended
19 Complaint for any alleged failure to pay all wages due (including minimum wage and overtime
20 wages), failure to provide meal and rest periods, failure to timely pay wages and final wages,
21 failure to furnish accurate wage statements including claims derivative and/or related to these
22 claims during the class period ("Released Class Claims"). This Release shall include all claims
23 and theories arising under the California Labor Code, wage orders, and applicable regulations,
24 including Labor Code Sections 201, 202, 203, 226, 226.7, 512, 1194, 1197, 1198, and 2802, as
25 well as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the
26 lawsuits. The release of these claims will be limited to the claims arising during the Class Period.

27 2. As of the Effective Date and full funding of the Maximum Settlement Amount by
28 Defendants to the Settlement Administrator, each PAGA Employee and the State of California

1 hereby fully, finally, and forever releases and discharges each and every one of the Released
2 Parties from all claims for civil penalties pursuant to PAGA arising in whole or in part, during the
3 PAGA Period, for any alleged or actual violations of the Private Attorneys General Act, Labor
4 Code section 2699 *et seq.* (“PAGA”) which arise out of any of the facts or legal theories alleged or
5 which could have been alleged based on the facts alleged in the January 6, 2020 letter to the
6 LWDA (collectively, the “Released PAGA Claims”) (together the Released Class Claims and
7 Released PAGA Claims are the “Released Claims”).

8 **XIII. PLAINTIFFS’ FURTHER RELEASE**

9 In partial consideration for the Enhancement Payment and other benefits under this Joint
10 Stipulation of Settlement, Plaintiffs provide the following additional releases: as of the Effective
11 Date, Plaintiffs shall fully, finally, and forever release and discharge each and every one of the
12 Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature
13 and description whatsoever, whether known or unknown, whether sounding in tort, in contract, in
14 law, in equity or otherwise, and including but not limited to all claims for violation of any local,
15 state, or federal statute, rule, or regulation, which plaintiff now has, owns, or holds, or claims to
16 have, own, or hold, or which she ever had, owned or held, whether known or unknown, suspected
17 or unsuspected, at any time prior to the date she executes this Joint Stipulation of Settlement
18 (collectively “Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims include, without
19 limitation, any claims under Title VII of the Civil Rights Act of 1964, any claims for fraud,
20 promises without the intent to perform, intentional or negligent misrepresentation, breach of
21 contract, breach of the implied covenant of good faith and fair dealing, wrongful termination in
22 violation of public policy, retaliatory discharge, violations of the California Labor Code, violations
23 of the Fair Labor Standards Act, accounting, intentional or negligent infliction of emotional
24 distress, violations of California Business and Professions Code section 17200 *et seq.*, or
25 violations of the California Fair Employment and Housing Act.

26 With respect to Plaintiffs’ Released Claims, Plaintiffs stipulate and agree that, upon the
27 Effective Date, they shall be deemed to have expressly waived and relinquished to the fullest
28

1 extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil
2 Code or any other similar provision under federal, state, or local law. Section 1542 provides:

3 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS**
4 **THAT THE CREDITOR OR RELEASING PARTY DOES**
5 **NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER**
6 **FAVOR AT THE TIME OF EXECUTING THE RELEASE**
7 **AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
8 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT**
9 **WITH THE DEBTOR OR RELEASED PARTY.**

10 Plaintiffs may hereafter discover facts in addition to or different from those which they
11 now know or believe to be true with respect to the subject matter of Plaintiffs' Released Claims,
12 but Plaintiffs, upon the Effective Date, shall be deemed to have fully, finally, and forever settled
13 and released any and all of Plaintiffs' Released Claims, known or unknown, suspected or
14 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which now exist,
15 or heretofore have existed, upon any theory of law or equity now existing or coming into existence
16 in the future, including, without limitation, conduct which is negligent, intentional, with or without
17 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or
18 existence of such different or additional facts.

19 Plaintiffs represent, covenant, and warrant that they are the owner of all of Plaintiffs'
20 Released Claims, and that they have not directly or indirectly assigned, transferred, or
21 encumbered, or purported to assign, transfer or encumber to any person or entity, whether by
22 operation of law or otherwise, any portion of Plaintiffs' Released Claims.

23 Plaintiffs shall not be permitted to seek any further payment or any personal relief of any
24 kind, including any payment for damages, wages, fees, costs, penalties, or interest, other than the
25 consideration she is receiving under this Joint Stipulation of Settlement, on account of Plaintiffs'
26 Released Claims. Exempted from this release shall be the amount Plaintiffs are paid as
27 enhancement fees and as an Individual Settlement Payment and Individual PAGA Payment, and
28 any claims that are currently subject to any workers' compensation claim; except, however, these
releases shall include and extend to claims under California Labor Code Section 132a.

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1 **XIV. COVENANT NOT TO SUE OR SEEK RECOVERY**

2 Plaintiffs hereby warrant and represents that they have not filed any complaint, lawsuit,
3 grievance, demand for arbitration, charge, and/or other claim against any of the Released Parties,
4 with any court, governmental or administrative agency or entity asserting any claim or claims
5 based on any of Plaintiffs' Released Claims, other than the Action and the letters to the LWDA
6 concerning the allegations in the Action.

7 **XV. PROCEDURE FOR OBTAINING PRELIMINARY APPROVAL OF JOINT**
8 **STIPULATION OF SETTLEMENT**

9 The Parties agree to work cooperatively in order to obtain preliminary and final approval
10 of the Settlement. The Parties shall cooperate in limiting the Superior Court proceedings to those
11 necessary for such preliminary and final approval. The Parties agree to take all steps reasonably
12 necessary to secure both preliminary and final approval of the Settlement.

13 **XVI. PROCEDURES FOR NOTICE, SUBMITTING REQUESTS FOR EXCLUSION,**
14 **OBJECTIONS, AND FINAL SETTLEMENT APPROVAL**

15 1. **Class Notices and Requests for Exclusion**

16 a. Within fifteen (15) calendar days after entry of the Preliminary Approval
17 Order, Defendants shall provide the Settlement Administrator the name, last known address, and
18 Social Security number of each Settlement Class Member, along their dates of employment
19 (and/or the number of workweeks and pay periods) and any other information needed to calculate
20 Individual Settlement Payments and Individual PAGA Payments ("Class Data"). The Settlement
21 Administrator will keep this information confidential and use it only for the purposes described
22 herein. Class Counsel will have access to the Class Data in order to discharge their fiduciary duties
23 and no provision in this Settlement shall impede Class Counsel's ability to discharge Class
24 Counsel's fiduciary duty to the Class.

25 b. Within fifteen (15) calendar days of receipt of the Class Data from
26 Defendants, the Settlement Administrator shall mail the Class Notice to all Settlement Class
27 Members via first-class U.S. mail. Prior to mailing the Class Notice, the Settlement Administrator
28 shall run a check of the addresses in the Class Data against the United States Postal Service

1 National Change of Address Database (“NCOA”) to update for any reported address changes. If
2 any Class Notice is returned as undeliverable without a forwarding address, the Settlement
3 Administrator shall take appropriate steps to identify a current proper address for that Settlement
4 Class Member, including conducting a “standard search,” also known as a “skip trace” or “credit
5 header” search. The Settlement Administrator shall then re-mail the Class Notice to the updated
6 address within five (5) business days of the receipt of the returned Class Notice. If a Class Notice
7 is returned to the Settlement Administrator as undeliverable with a forwarding address, the
8 Settlement Administrator will promptly forward the Class Notice to the address.

9 c. The Class Notice shall provide that any Settlement Class Member may
10 dispute the number of workweeks credited to them in their Class Notice. If any Settlement Class
11 Member disputes their workweeks information used to calculate the Individual Settlement
12 Payment or Individual PAGA Payment, the Settlement Class Member may state the basis of his or
13 her disagreement and submit documentation supporting the Settlement Class Member’s position,
14 by not later than the Response Deadline. The Settlement Administrator shall notify Class Counsel
15 and Defendants’ counsel of any dispute so raised. The Settlement Administrator will review
16 Defendants’ records and consult Defendants’ counsel and Class Counsel in order to determine if
17 there is a discrepancy. The Settlement Administrator will decide the dispute using Defendants’
18 records and the decision of the Settlement Administrator shall be final.

19 d. Along with the Class Notice, each Settlement Class Member shall also
20 receive instructions on what needs to be stated in the Request for Exclusion if the Settlement Class
21 Member wants to be excluded from this Settlement. If a Settlement Class Member wishes to Opt-
22 Out from this Settlement, and from the release of claims pursuant to this Settlement, he or she
23 shall submit an “Opt-Out Letter” or “Request for Exclusion” directly to the Settlement
24 Administrator that must be mailed or faxed and postmarked or fax-stamped on or before the
25 Response Deadline, or within fifteen (15) calendar days after the postmark of a Class Notice re-
26 mailed to a corrected address for that Settlement Class Member, whichever is later. The written
27 Request for Exclusion shall: (1) make a statement indicating that you wish to be excluded from the
28 Settlement; (2) contain the name, address, and the last four digits of the Social Security number of

1 the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be
2 postmarked or fax stamped by the Response Deadline and returned to the Settlement
3 Administrator at the specified address or fax telephone number stated in the Class Notice.
4 However, the Request for Exclusion will be valid unless it is not timely submitted, is not signed by
5 the Settlement Class Member, or does not contain the name and address of the Settlement Class
6 Member. The date of the postmark on the return mailing envelope or fax stamp on the Request for
7 Exclusion shall be the exclusive means used to determine whether the Request for Exclusion was
8 timely submitted. Any Settlement Class Member who requests to be excluded from the Settlement
9 Class will not be entitled to any recovery under the Settlement, will not be bound by the terms of
10 the Settlement, and will not have any right to object, appeal, or comment thereon, except he or she
11 shall receive his or her PAGA share of the settlement if he or she is a PAGA Employee (since he
12 or she cannot opt out of the PAGA settlement). Settlement Class Members who fail to submit a
13 valid and timely written Request for Exclusion on or before the Response Deadline shall be bound
14 by all the terms of the Settlement and any Final Class Judgment.

15 e. The Settlement Administrator shall maintain a list of persons who have
16 excluded themselves and shall include the names of the Settlement Class Members who Opt-Out
17 in his/her declaration in support of final approval. The Settlement Administrator shall retain the
18 originals of all Requests for Exclusion letters (including the envelopes with the postmarks)
19 received, and shall make copies or the originals available to Defendant's counsel or Class Counsel
20 upon request.

21 2. **Procedure for Obtaining Final Superior Court Approval of Settlement;**
22 **Objections**

23 a. The Class Notice shall provide that any Participating Class Member who
24 wishes to object to this Joint Stipulation of Settlement must mail to the Settlement Administrator
25 by first class mail a written statement objecting to this Joint Stipulation of Settlement setting forth
26 the legal and factual grounds for any objections ("Objection"), or if no written objection is
27 submitted, the Participating Class Member may still appear at the final settlement hearing to
28 object. Such written objections should be mailed and postmarked or fax-stamped on or before the

1 Response Deadline, or within fifteen (15) calendar days after the postmark of a Class Notice re-
2 mailed to a corrected address for that Settlement Class Member, whichever is later. The written
3 Objection shall: (1) contain the name, address, and the last four digits of the Social Security
4 number of the person objecting; (2) be signed by the Participating Class Member; (3) state the
5 grounds on which the Participating Class Member is objecting as well as any documents or
6 evidence supporting his or her objection(s); and (4) be postmarked or fax stamped by the
7 Response Deadline and returned to the Settlement Administrator at the specified address or fax
8 telephone number stated in the Class Notice. Upon receipt of any Objections, the Settlement
9 Administrator will forward copies of said Objections to Class Counsel and Defense counsel. To
10 the extent that the Participating Class Member is represented by counsel, his/her attorney shall file
11 with the Superior Court a notice of appearance providing the attorney's contact information.

12 b. Approximately thirty (30) calendar days after the Response Deadline or as
13 determined by the Superior Court, the Superior Court shall conduct a final settlement hearing to
14 determine whether to finally approve this Joint Stipulation of Settlement and to determine Class
15 Counsel's request for Attorneys' Fees and Costs, Enhancement Payments to Plaintiffs, and the
16 cost for administering the Settlement to the Settlement Administrator. Within ten (10) calendar
17 days after the Response Deadline, the Settlement Administrator shall a declaration regarding the
18 administration of the Settlement, of all Opt Outs, and of any written objections described above.
19 Class Counsel shall prepare a memorandum of points and authorities in support of this Settlement
20 and request for Attorneys' Fees and Costs, Enhancement Payments, and administration costs, and
21 shall file them with the Superior Court, for purposes of the final settlement hearing.

22 c. After entry of the Final Class Judgment, the Superior Court shall have
23 continuing jurisdiction over the Action solely for purposes of addressing: (i) settlement
24 administration matters; and (ii) such post-Final Class Judgment matters as may be appropriate.

25 **XVII. TERMINATION OF SETTLEMENT**

26 In the event: (i) the Superior Court does not enter the Preliminary Approval Order without
27 material change; (ii) the Superior Court does not finally approve this Joint Stipulation of
28 Settlement without material change; (iii) the Superior Court does not enter the Final Class

1 Judgment without material change; (iv) the Final Class Judgment is materially modified or
2 reversed upon review by a higher court; or (v) this Settlement does not become final for any other
3 reason (except as provided below), Plaintiffs or Defendants may, in their sole and absolute
4 discretion, terminate this Joint Stipulation of Settlement. In the case of such a termination, this
5 Joint Stipulation of Settlement shall be null and void as if it had never been executed, the Parties
6 shall be returned to their respective statuses as of the date and time immediately prior to the
7 execution of this Joint Stipulation of Settlement, and Plaintiffs and Defendants shall proceed with
8 the Action in all respects as if this Joint Stipulation of Settlement had not been executed. Prior to
9 either Party exercising an option to terminate the Settlement, the Parties agrees to meet and confer
10 in good faith in an effort to resolve the issue(s) and proceed in a manner most likely to result in
11 approval of the Settlement. As provided above, the Superior Court's failure to award the amount
12 of costs, attorneys' fees, or Enhancement Payments sought by Class Counsel or by Plaintiffs shall
13 not be a material change or entitle Plaintiffs or Class Counsel to terminate this Settlement.

14 **XVIII. DEFENDANT OPTION TO TERMINATE JOINT STIPULATION OF**
15 **SETTLEMENT**

16 If ten percent (10%) or more of the Settlement Class Members submit complete and timely
17 Requests for Exclusion, Defendants shall have, in their sole and absolute discretion, the option to
18 terminate this Joint Stipulation of Settlement. Defendants shall be entitled to exercise these
19 termination rights by providing written notice to Class Counsel at any time within fifteen (15)
20 calendar days of learning of the condition triggering termination. In the event that Defendants
21 exercises this option, Defendants shall solely be responsible for all costs of administration.

22 In the case of a termination under this Section, this Joint Stipulation of Settlement shall be
23 null and void as if it had never been executed, the Parties shall be returned to their respective
24 statuses as of the date and time immediately prior to the execution of this Joint Stipulation of
25 Settlement, and Plaintiffs and Defendants shall proceed with the Action in all respects as if this
26 Joint Stipulation of Settlement had not been executed.

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1 **XIX. MISCELLANEOUS**

2 1. The descriptive headings of any paragraphs or sections of this Joint Stipulation of
3 Settlement are inserted for convenience of reference only and do not constitute a part of this Joint
4 Stipulation of Settlement.

5 2. The Parties agree to hold in abeyance all proceedings in the Action, except such
6 proceedings necessary to implement and complete this Settlement, pending final approval of this
7 Joint Stipulation of Settlement. In the event an appeal is filed from the Final Class Judgment, or
8 any other appellate review is sought prior to the Effective Date, administration of this Joint
9 Stipulation of Settlement shall be stayed pending final resolution of the appeal or other appellate
10 review.

11 3. No waiver of any term or provision of this Joint Stipulation of Settlement shall be
12 binding unless in writing and signed by the Party waiving the breach. This Joint Stipulation of
13 Settlement may be amended or modified only by a written instrument signed by counsel for all
14 Parties or their successors-in-interest.

15 4. This Joint Stipulation of Settlement constitutes the entire agreement among the
16 Parties with respect to the subject matter hereof, and fully supersede all prior agreements and
17 understandings between the Parties with respect thereto. No oral representations, warranties, or
18 inducements have been made to any Party concerning this Joint Stipulation of Settlement other
19 than the representations, warranties, and covenants contained and memorialized in such
20 documents.

21 5. In addition to the Parties, this Joint Stipulation of Settlement shall be binding upon,
22 and shall inure to the benefit of, the Parties' respective heirs, representatives, executors,
23 administrators, successors, and assigns.

24 6. This Joint Stipulation of Settlement is made and entered into in the State of
25 California and shall in all respects be interpreted, enforced, and governed under the laws of said
26 state as applied to transactions or events with contacts exclusively within California, and without
27 applying California's conflict of laws rules. The Parties agree that this Joint Stipulation may be
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1 enforced under Civil Code section 664.6 and that any action arising out of or to enforce this Joint
2 Stipulation of Settlement shall be brought exclusively within Los Angeles County, California.

3 7. Counsel for all Parties warrant and represent that they are expressly authorized by
4 the Parties whom they represent to enter into this Joint Stipulation of Settlement, to take all
5 appropriate action required or permitted to be taken by such Parties pursuant to this Joint
6 Stipulation of Settlement to effectuate its terms, and to execute any other documents required to
7 effectuate the terms of this Joint Stipulation of Settlement. The Parties and their counsel will
8 cooperate with each other and use their best efforts to effect the implementation of this Joint
9 Stipulation of Settlement.

10 8. The Parties agree that neither they nor their counsel will solicit or otherwise
11 directly or indirectly encourage Settlement Class Members to request exclusion from the
12 Settlement Class, to object to this Joint Stipulation of Settlement, or to appeal from the Final Class
13 Judgment.

14 9. The Parties have cooperated in the drafting and preparation of this Joint Stipulation
15 of Settlement. This Joint Stipulation of Settlement shall not be construed against any Party on the
16 basis that such Party was the drafter.

17 10. Plaintiffs and their counsel will not publicize or promote the fact, terms, or amount
18 of this Joint Stipulation of Settlement or the claims being settled through press release, press
19 conference, or postings on social media or websites until after final approval is granted. If asked
20 for comment by the media or third parties, Plaintiffs shall respond only with “no comment” or
21 statements agreed to by Defendants. Class Counsel may refer to the settlement in adequacy of
22 counsel declarations, and following Preliminary Approval, may state on their websites that they
23 settled a wage and hour class action in the Superior Court and generally describe the claims at
24 issue, provided that they describe Defendants only as a “Defendant Employer.” Further, the Parties
25 understand and agree that Class Counsel may disclose this Joint Stipulation of Settlement if
26 ordered to do so by the Court, *e.g.*, post any settlement documents/orders on their respective
27 websites and/or provide information to Settlement Class Members about this Joint Stipulation of
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1 Settlement. This Joint Stipulation of Settlement may also be used for purposes of resolving related
2 or overlapping lawsuits or claims by showing the scope of releases and the res judicata bar.

3 11. To the fullest extent permitted by law, Plaintiffs agree to not disparage or publish
4 or disseminate information, whether oral or written, that is derogatory in any manner or which
5 may be harmful to any Released Party or their business or personal reputation, whether such
6 information was acquired before, during or after Plaintiffs' employment with Defendant.

7 12. This Joint Stipulation of Settlement may be executed in counterparts, and when
8 each Party has signed and delivered at least one such counterpart, each counterpart shall be
9 deemed an original, and, when taken together with other signed counterparts, shall constitute one
10 Joint Stipulation of Settlement, which shall be binding upon and effective as to all Parties. This
11 Joint Stipulation of Settlement may be signed through electronically exchanged documents (such
12 as PDFs) which shall be treated as original paper copy signatures.

13 13. The Parties believe that this is a fair, reasonable, and adequate Settlement and have
14 arrived at this Settlement through arms-length negotiations, taking into account all relevant
15 factors, present and potential.

16 14. Should any part, term or provision of this Joint Stipulation of Settlement, with the
17 exception of Sections IV, IX, XII, XIII, XVII, and XVIII, be declared or determined by any court
18 or other tribunal of appropriate jurisdiction to be invalid or unenforceable, any such invalid or
19 unenforceable part, term, or provision shall be deemed stricken and severed from this Joint
20 Stipulation of Settlement and any and all of the other terms of the Joint Stipulation of Settlement
21 shall remain in full force and effect to the fullest extent permitted by law. The Sections specified
22 above in this paragraph are of the essence of this Joint Stipulation of Settlement, and, should any
23 term or provision of those Sections be deemed invalid or unenforceable, the court making such
24 determination shall have the power to limit the term or provision, to delete or rewrite specific
25 words or phrases in those terms or provisions, or to replace any invalid or unenforceable term or
26 provision to make the term or provision valid and enforceable; provided that any such
27 modification must come as close as possible to expressing the intention of the invalid or
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1 unenforceable term or provision and provided further that such changes may not eliminate or
2 amend any Parties' termination rights under Sections XVII or XVIII.

3 15. Nothing in this Joint Stipulation of Settlement shall restrict: (i) any right to file,
4 testify, or otherwise cooperate in the investigation of an administrative charge or complaint with
5 the Equal Employment Opportunity Commission, the National Labor Relations Board or other
6 federal, state, or local administrative or law enforcement agency, although Plaintiffs are waiving
7 any right to monetary recovery related to such a charge or complaint; (ii) any right to report
8 allegedly unlawful conduct pursuant to the "whistleblower" provisions of federal or state law or
9 regulation, including the right to receive awards pursuant to Section 21F of the Securities
10 Exchange Act; (iii) any right to communicate directly with, respond to an inquiry from, or provide
11 testimony before, the Securities and Exchange Commission (SEC), the Financial Industry
12 Regulatory Authority (FINRA), any other self-regulatory organization or any other regulatory
13 authority; or (iv) the Parties and their counsel from complying with a valid subpoena, court order,
14 or any other legal process requesting or requiring production of this Joint Stipulation of
15 Settlement, disclosure of the terms of this Joint Stipulation of Settlement, or disclosure of anything
16 else covered by the confidentiality provisions of this Joint Stipulation of Settlement, provided that,
17 upon receiving such a subpoena, process, or court order, the receiving Party shall immediately
18 give notice to the other Party or the other Party's counsel, identify the subpoena, process, or court
19 order, and state the time in which production or disclosure is required, so as to afford the other
20 Party an opportunity to obtain an order barring such production or disclosure.

21 16. In any proceeding to enforce or construe this Joint Stipulation of Settlement, the
22 prevailing Party shall be entitled to recover its costs and attorney's fees.

23 17. This Agreement may not be changed, altered, or modified, except in a writing
24 signed by the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree
25 that any dates contained in this Agreement may be modified by agreement of the Parties without
26 Court approval if the Parties agree and cause exists for such modification. This Agreement may
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not be discharged except by performance in accordance with its terms or by a writing signed by the Parties.

18. This Agreement and the Exhibit hereto contain the entire agreement between the Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived except in writing and signed by the Party against whom such waiver is to be enforced.

19. This Agreement shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, trustees, executors, administrators, successors, and assigns.

20. This Settlement Agreement may be amended or modified only by a written instrument signed by the named Parties and/or counsel for all Parties or their successors-in-interest.

PLAINTIFF DAISY ARELLANO

DocuSigned by:

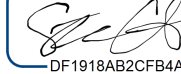


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Dated: January 19, 2023

PLAINTIFF STEPHANIE CORONA

DocuSigned by:



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Dated: January 19, 2023

DEFENDANT USA MINISO DEPOT, INC.

Dated: January __, 2023

By: _____

[NAME]

Title: _____

DEFENDANT MINISO DEPOT CA, INC.

Dated: January __, 2023

By: _____

[NAME]

Title: _____

1 not be discharged except by performance in accordance with its terms or by a writing signed by
2 the Parties.

3 18. This Agreement and the Exhibit hereto contain the entire agreement between the
4 Parties relating to the resolution of the Litigation. No rights under this Settlement may be waived
5 except in writing and signed by the Party against whom such waiver is to be enforced.

6 19. This Agreement shall be binding upon, and inure to the benefit of, the Parties and
7 their respective heirs, trustees, executors, administrators, successors, and assigns.

8 20. This Settlement Agreement may be amended or modified only by a written
9 instrument signed by the named Parties and/or counsel for all Parties or their successors-in-
10 interest.

11
12 PLAINTIFF DAISY ARELLANO

13 Dated: January __, 2023

14
15 PLAINTIFF STEPHANIE CORONA

16 Dated: January __, 2023

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19 DEFENDANT USA MINISO DEPOT, INC.

20
21 Dated: January 12, 2023

22 By: 

[NAME]

Bobby Choy
CFO

Title: _____

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24
25 DEFENDANT MINISO DEPOT CA, INC.

26 Dated: January 12, 2023

27 By: 

[NAME]

Bobby Choy
CFO

Title: _____

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DEFENDANT USA MINISO DEPOT, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT ARCADIA, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT DEPOT BAKERSFIELD, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT CERRITOS, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT DOWNEY, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT HOLLYWOOD, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT LAKEWOOD, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT MORENO VALLEY, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT PASADENA, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT RIVERSIDE, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT SANTA ANA, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT WEST COVINA, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT ALHAMBRA, INC.

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT BEVERLY CENTER,
LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT CHINO HILLS, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT CULVER CITY, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT EL CAJON, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT ESCONDIDO, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT FAIRFIELD, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT IRVINE SPECTRUM,
LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT MISSION VIEJO, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT NATIONAL CITY, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT NEWPARK, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT PALM DESERT, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT SALINAS, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT SAN FRANCISCO
CENTRE, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT SANTA BARBARA,
LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT SF STONESTOWN,
LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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DEFENDANT MINISO DEPOT SHERMAN OAKS, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO TEMPLE CITY, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT TOPANGA, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT TORRANCE, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

DEFENDANT MINISO DEPOT VALENCIA, LLC

Dated: January 12, 2023

By: 
[NAME] Bobby Choy
Title: CFO

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Dated: January __, 2023

By: _____
[NAME]
Title: _____

DEFENDANT MINISO DEPOT TOPANGA, LLC

Dated: January __, 2023

By: _____
[NAME]
Title: _____

DEFENDANT MINISO DEPOT TORRANCE, LLC

Dated: January __, 2023

By: _____
[NAME]
Title: _____

DEFENDANT MINISO DEPOT VALENCIA, LLC

Dated: January __, 2023

By: _____
[NAME]
Title: _____

APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

By:  _____
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Joseph Lavi
*Counsel for Plaintiffs, on behalf of themselves and
all others similarly situated*

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APPROVED AS TO FORM:

LAVI & EBRAHIMIAN, LLP

Dated: January __, 2023

By: _____
Joseph Lavi
*Counsel for Plaintiffs, on behalf of themselves and
all others similarly situated*

BURKE, WILLIAMS & SORENSEN, LLP

Dated: January 24, 2023

By: 
Daphne M. Anneet
Counsel for Defendants

Exhibit A

NOTICE OF SETTLEMENT OF CLASS ACTION

(Daisy Arellano and Stephanie Corona v. USA Miniso Depot, Inc., et al., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV42105)

This Notice, which has been approved by the Superior Court of the State of California, County of Los Angeles (“the Court”) is to notify Class Members that a proposed settlement has been reached between Plaintiffs Daisy Arellano and Stephanie Corona and all of the Settling Defendants in the class action entitled ***Daisy Arellano and Stephanie Corona v. USA Miniso Depot, Inc., et al., Superior Court of the State of California, County of Los Angeles, Case No. 19STCV42105*** (“the Action”) This is not a solicitation from a lawyer. Your legal rights are affected whether you act or don’t act.

YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT ACT. PLEASE READ THIS NOTICE CAREFULLY.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Individual Settlement Payments is: \$<<___>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Settling Defendants as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself [DATE – 60 Days After Notice is Mailed]	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator as provided below. If you exclude yourself, you won’t get a payment under the settlement and will retain your right to seek a separate recovery for the claims covered by this Settlement. You will still receive an Individual PAGA Payment and release the Released PAGA Claims if you are a PAGA Employee (described below). Instructions are set forth in Section 7 below.
Object in Writing by [DATE – 60 Days After Notice is Mailed]	If you do not exclude yourself from the settlement, you may write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has

been reached between Plaintiffs Daisy Arellano and Stephanie Corona (“Plaintiffs”) and Settling Defendants USA MINISO DEPOT, INC.; MINISO DEPOT CA, INC.; MINISO; MINISO DEPOT ARCADIA, INC.; MINISO DEPOT BAKERSFIELD, INC.; MINISO DEPOT CERRITOS, INC.; MINISO DEPOT DOWNEY, INC.; MINISO DEPOT HOLLYWOOD, INC.; MINISO DEPOT LAKEWOOD, INC.; MINISO DEPOT MORENO VALLEY, INC.; MINISO DEPOT PASADENA, INC.; MINISO DEPOT RIVERSIDE, INC.; MINISO DEPOT SANTA ANA, INC.; MINISO DEPOT WEST COVINA, INC.; MINISO DEPOT ALHAMBRA, LLC.; MINISO DEPOT BEVERLY CENTER, LLC.; MINISO DEPOT CHINO HILLS, LLC.; MINISO DEPOT CULVER CITY, LLC.; MINISO DEPOT EL CAJON, LLC.; MINISO DEPOT ESCONDIDO, LLC.; MINISO DEPOT FAIRFIELD, LLC.; MINISO DEPOT IRVINE SPECTRUM, LLC.; MINISO DEPOT MISSION VIEJO, LLC.; MINISO DEPOT NATIONAL CITY, LLC.; MINISO DEPOT NEWPARK, LLC.; MINISO DEPOT PALM DESERT, LLC.; MINISO DEPOT SALINAS, LLC.; MINISO DEPOT SAN FRANCISCO CENTRE, LLC.; MINISO DEPOT SANTA BARBARA, LLC.; MINISO DEPOT SF STONESTOWN, LLC.; MINISO DEPOT SHERMAN OAKS, LLC.; MINISO DEPOT TEMPLE CITY, LLC.; MINISO DEPOT TOPANGA, LLC.; MINISO DEPOT TORRANCE, LLC.; and MINISO DEPOT VALENCIA, LLC (“Settling Defendants”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Notice because you have been identified as a member of the Settlement Class, which is defined as:

Any and all current and former hourly non-exempt employees of Settling Defendants in California during Class Period.

The Class Period is the period of time from and including November 22, 2015 through November 8, 2021.

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Notice carefully as your rights may be affected by the Settlement.

2. What is this settlement about?

On November 22, 2019, Plaintiff Arellano filed a class action complaint against Settling Defendants for alleged violations of the California Labor Code in the Los Angeles County Superior Court Case No. 19STCV42105, (“Arellano Action”).

On January 6, 2020, Plaintiff Corona submitted a notice to the Labor and Workforce Development Agency (“LWDA”) asserting violation of the California Labor Code and her intention to file suit seeking penalties under PAGA. On March 5, 2020, Plaintiff Corona filed a representative action for civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* (“Corona Action”).

On February 24, 2021, and September 9, 2021, the Parties participated in two separate mediation sessions before well-respected wage and hour mediator Judge Carl West (Ret.). After the second mediation session and subsequent negotiations, the Parties reached a settlement in principle of the Arellano Action and the Corona Action.

As agreed upon in the negotiations and to effectuate the terms of the settlement, Plaintiffs filed an amended complaint in the Arellano Action on April 11, 2022, to consolidate the parties and claims of the Corona Action with the Arellano Action (collectively, the Arellano Action and Corona Action are the “Action”).

In the Action, Plaintiffs allege, among other things, claims on behalf of California-based, hourly non-exempt employees who worked for Settling Defendants. More particularly, Plaintiffs allege, among other things, that Settling Defendants had, with respect to themselves, individually and/or other members of the public similarly situated, among other things, failed to pay employees for all hours worked at the minimum wage and/or applicable overtime rates of pay; failed to provide legally complaint meal periods and/or pay meal period premium wages; failed to provide legally complaint rest periods and/or pay rest period premium wages; failure to adequately indemnify employees for employment-related losses/expenditures; statutory penalties for failure to provide accurate wage statements; waiting time penalties for failure to timely pay employee all earned and unpaid wages due upon separation of employment; applicable civil penalties; and civil penalties pursuant to the Private Attorneys General Act of 2004 (“PAGA”).

Settling Defendants deny and dispute all of the claims asserted against them. Specifically, Settling Defendants contend that Plaintiff and the Settlement Class Members were properly compensated for wages under California law; that Plaintiffs and the Settlement Class Members were provided with all wages (including minimum and overtime wages) and meal and rest periods in compliance with California law; that Settling Defendants complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that the Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on [PRELIMINARY APPROVAL DATE]. At that time, the Court also preliminarily approved the Plaintiffs to serve as the Class Representatives, and for Joseph Lavi, Vincent Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Maximum Settlement Amount. Defendant has agreed to pay One Million Two Hundred Fifty Thousand Dollars (\$1,250,000.00) (the “Maximum Settlement Amount”) with no reversion to Settling Defendants. The Maximum Settlement Amount includes all payments of Individual Settlement Payments to Settlement Class Members contemplated by the Settlement, Individual PAGA Payments to PAGA Employees, the Settlement Administration Costs, Attorneys’ Fees and Costs to Class Counsel, and Enhancement Payments to Class Representatives, and payment to the Labor and Workforce Development Agency (“LWDA”) for its share of the PAGA Settlement Amount. Any employer-side payroll taxes on the portion of the Individual Settlement Payments allocated to wages shall be separately paid by Settling Defendants .

Within five (5) business days of the Effective Date, Settling Defendants will fund the Maximum Settlement Amount by depositing the money with the Settlement Administrator. “Effective Date” means the date the Judgment is “Final” which means it is no longer subject to appeal. Five (5) business days after the settlement is funded, the Settlement Administrator will mail checks for the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to PAGA Employees.

Amounts to be Paid From the Maximum Settlement Amount. The Settlement provides for certain payments to be made from the Maximum Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Maximum Settlement Amount before Individual Settlement Payments are paid to Settlement Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Costs. Payment to the Settlement Administrator, not to exceed \$15,000, for expenses, including without limitation expenses of notifying the Settlement Class Members of the Settlement, processing opt outs, and distributing Individual Settlement Payments and Individual PAGA Payments and tax forms, and handling inquiries and uncashed checks.
- Attorneys’ Fees and Costs to Class Counsel. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Maximum Settlement Amount, which is presently \$416,667.00 and an additional amount to reimburse actual litigation costs incurred by Plaintiffs not to exceed \$30,000.00. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and the Settlement Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Enhancement Payment. Plaintiffs are requesting an Enhancement Payments in an amount not to exceed Nine Thousand Dollars (\$9,000.00) to Plaintiffs, or such lesser amount as may be approved by the Court, to compensate them for services on behalf of the Settlement Class in initiating and prosecuting the Action, and for the risks he undertook.
- PAGA Payment. A PAGA Settlement Amount of \$150,000.00 out of the Maximum Settlement Amount, which shall be allocated 75% (\$112,500.00) to the LWDA as the LWDA’s share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$37,500.00) (“PAGA Employees Portion”) will be distributed to the PAGA Employees on a pro rata basis based on their pay periods during the PAGA Period.

Calculation of Payments to Participating Class Members. After all of the payments of the court-approved Enhancement Payments, the Attorneys’ Fees and Costs, the PAGA Settlement Amount, and the Settlement Administration Costs are deducted from the Maximum Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed as Individual Settlement Payments to the Participating Class Members. The Net Settlement Amount is estimated to be approximately \$620,333.00, based upon the above proposed deductions. The Settlement Administrator will pay an Individual Settlement Payment from the Net Settlement Amount to each Participating Class Member based on the number of weeks each Participating Class Member worked for Defendant as an hourly non-exempt employee in California during the Class Period (“Workweeks”). The Individual Settlement Payment for each Participating Class Member will be calculated as follows: (a) the number of weeks each Participating Class Member worked as an hourly non-exempt employee for Defendant in California during the Class Period; divided by (b) the aggregate number of Workweeks for all Participating Class Members; and then multiplied by (c) the Net Settlement Amount.

Calculation of Payments to PAGA Employees. The PAGA Employees Portion will be distributed to Settlement Class Members who were employed during the PAGA Period (i.e., PAGA Employees). The PAGA Period is from November 22, 2018 through November 8, 2021. PAGA Employees will receive an Individual PAGA Payment based on the number of pay periods he or

she worked during the PAGA Period. PAGA Employees will receive an Individual PAGA Payment regardless of whether they exclude themselves from the Settlement. Individual PAGA Payments will be calculated as follows: (a) the number pay periods each PAGA Employee worked as an hourly non-exempt employee for Settling Defendants in California during the PAGA Period; divided by (b) the aggregate number of pay periods worked by all PAGA Employees during the PAGA Period; and then multiplied by (c) the PAGA Employees Portion.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Individual Settlement Payment to the same address as this Class Notice. You do not have to do anything to receive a payment. If you are also a PAGA Employee you will receive an Individual PAGA Payment regardless of if you request exclusion from the Settlement. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. The Parties agree that the Individual Settlement Payments shall constitute 20% wages (“wage portion”), and 80% penalties and interest (“non-wage portion”). Each Individual PAGA Payment shall be treated as 100% penalties. Neither Class Counsel nor Settling Defendants’ Counsel intend anything contained in this Class Notice to constitute advice regarding taxes or taxability. The tax issues for each individual are unique to him/her, and each individual may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the Effective Date and full funding of the Maximum Settlement Amount by Settling Defendants to the Settlement Administrator, each Participating Class Member hereby fully, finally, and forever releases and discharges each and every one of the Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, based on the claims alleged in, or arising out of the facts asserted in the operative First Amended Complaint for any alleged failure to pay all wages due (including minimum wage and overtime wages), failure to provide meal and rest periods, failure to timely pay wages and final wages, failure to furnish accurate wage statements including claims derivative and/or related to these claims during the class period (“Released Class Claims”). This Release shall include all claims and theories arising under the California Labor Code, wage orders, and applicable regulations, including Labor Code Sections 201, 202, 203, 226, 226.7, 512, 1194, 1197, 1198, and 2802, as well as claims under Business and Professions Code section 17200 *et seq.*, as alleged in the lawsuits. The release of these claims will be limited to the claims arising during the Class PeriodSettling Defendants.

As of the Effective Date and full funding of the Maximum Settlement Amount by Settling Defendants to the Settlement Administrator, each PAGA Employee and the State of California hereby fully, finally, and forever releases and discharges each and every one of the Released Parties from all claims for civil penalties pursuant to PAGA arising in whole or in part, during the PAGA Period, for any alleged or actual violations of the Private Attorneys General Act, Labor

Code section 2699 *et seq.* (“PAGA”) which arise out of any of the facts or legal theories alleged or which could have been alleged based on the facts alleged in the January 6, 2020 letter to the LWDA (collectively, the “Released PAGA Claims”) (together the Released Class Claims and Released PAGA Claims are the “Released Claims”).

The “Released Parties” are (a) (a) USA Miniso Depot, Inc.; Miniso Depot Ca, Inc.; Miniso; Miniso Depot Arcadia, Inc.; Miniso Depot Bakersfield, Inc.; Miniso Depot Cerritos, Inc.; Miniso Depot Downey, Inc.; Miniso Depot Hollywood, Inc.; Miniso Depot Lakewood, Inc.; Miniso Depot Moreno Valley, Inc.; Miniso Depot Pasadena, Inc.; Miniso Depot Riverside, Inc.; Miniso Depot Santa Ana, Inc.; Miniso Depot West Covina, Inc.; Miniso Depot Alhambra, LLC.; Miniso Depot Beverly Center, LLC.; Miniso Depot Chino Hills, LLC.; Miniso Depot Culver City, LLC.; Miniso Depot El Cajon, LLC.; Miniso Depot Escondido, LLC.; Miniso Depot Fairfield, LLC.; Miniso Depot Irvine Spectrum, LLC.; Miniso Depot Mission Viejo, Llc.; Miniso Depot National City, LLC.; Miniso Depot Newpark, LLC.; Miniso Depot Palm Desert, LLC.; Miniso Depot Salinas, LLC.; Miniso Depot San Francisco Centre, LLC.; Miniso Depot Santa Barbara, LLC.; Miniso Depot SF Stonestown, LLC.; Miniso Depot Sherman Oaks, LLC.; Miniso Depot Temple City, LLC.; Miniso Depot Topanga, LLC.; Miniso Depot Torrance, LLC.; Miniso Depot Valencia, LLC, and each and all past or present partners, parents, subsidiaries, or affiliates (regardless whether such partners, parents, subsidiaries, or affiliates are individuals, corporations, partnerships, limited partnerships, limited liability companies, or other forms of entity) of Settling Defendants; (b) each and all of the predecessor or successor entities of any of those entities identified in subparagraph (a); (c) any other individuals or entities of any kind, including but not limited to any payroll companies, which have been or could be alleged to be in any manner responsible (whether on an alter ego, joint employer, integrated enterprise, or any other theory) for any violations described in the releases below and occurring as a result of employment; and (d) all past and present directors, officers, representatives, insurers, agents, shareholders, partners, members, lawyers, and employees of any of the individuals or entities identified in subparagraphs (a), (b), or (c).

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Settling Defendants and any other Released Party about the Released Claims resolved by this Settlement. It also means that all of the Court’s orders in the Action will apply to you and legally bind you.

5. How much will my payment be?

Settling Defendants’ records reflect that you worked <<____>> weeks for Defendant as an hourly non-exempt employee in California during the Class Period.

Based on this information, your estimated Individual Settlement Payment is <<____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Notice no later than [Response Deadline].

Settling Defendants’ records reflect that you [are/are not] a PAGA Employee. Based on this information your estimated Individual PAGA Payment is <<____>>.

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Individual Settlement Payment and if applicable Individual PAGA Payment will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: [REDACTED] (800) [REDACTED].

The Court will hold a Final Approval Hearing on [REDACTED], at [REDACTED] to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately four months after this hearing. If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive an Individual Settlement Payment from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Settling Defendants for Released Class Claims.**

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written request to opt-out postmarked no later than [Response Deadline]. The written request to opt-out must be received by the Settlement Administrator and must: (1) make a statement that you wish to be excluded from the Settlement; (2) contain the name, address, and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked or fax stamped by [Response Deadline] and returned to the Settlement Administrator at the specified address or fax telephone number stated in the Class Notice.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after [Response Deadline], or are incomplete or unsigned will be rejected, and those Settlement Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Settlement Class Member who has not opted out (i.e., Participating Class Member) and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the enhancement award, either in writing or in person. Objections that are in writing should: (1) contain the name, address, and the last four digits of the Social Security number of the person objecting; (2) be signed by the Participating Class Member; (3) state the grounds on which the Participating Class Member is objecting as well as any documents or evidence supporting his or her objection(s); and (4) be postmarked or fax stamped by the Response Deadline and returned to the Settlement Administrator at the specified address or fax telephone number stated in the Class Notice. A Participating Class Member may also appear at the Final Approval hearing, either in person or through his or her own attorney, if he or she wishes to object to the Settlement.

All written objections must be mailed to the Settlement Administrator at _____, no later than [Response Deadline].

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Participating Class Members who do not object and you will still be mailed a check for your Individual Settlement Payment and Individual PAGA Payment.

The addresses for Parties' counsel are as follows:

Class Counsel:

Joseph Lavi, Esq. (State Bar No. 209776)
Vincent Granberry, Esq. (State Bar No. 276483)
Melissa A. Huether, Esq. (State Bar No. 316604)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Counsel for Defendant:

Daphne M. Anneet, Esq. (SBN 175414)
Dhruva N. Ghanshyam, Esq. (SBN 229165)
BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street, Suite 2400
Los Angeles, CA 90071-2953
Telephone: (213) 236-0600
Facsimile: (213) 236-2700

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 N. Spring Street, Los Angeles, California 90012, in Department SSC1 before Judge Stuart M. Rice. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing if they wish. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Settlement Class Member is welcome to attend the hearing remotely using the LA CourtConnect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on the Settlement Administrator's website at _____. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles (<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 19STCV42105. If you do intend to appear in person for the Final Approval Hearing, you are encouraged to review the Court's current social distancing procedures at <https://www.lacourt.org/>. Currently, the Court does not require face masks to be worn in the courthouse and strongly encourages those making appearances to do so remotely.

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____.

This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by _____ going to the Settlement Administrator's website at _____. You may also get more details by examining the

Court's file on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles and entering the Case No. 19STCV42105. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.