

**PRIVATE ATTORNEYS GENERAL ACT (LABOR CODE § 2698 ET SEQ.)
SETTLEMENT AGREEMENT AND RELEASE**

This PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE ("Settlement Agreement") is made by and between Plaintiffs Lesha Perry ("Perry"), Andrea Baruqui ("Baruqui"), and Arturo Ledezma ("Ledezma") (collectively, "Plaintiffs") and Defendant Premium Retail Services, Inc. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") subject to the approval of the Superior Court of the State of California for the County of Santa Barbara ("Court") and the terms and conditions set forth herein.

RECITALS

- (1) On or about February 24, 2020, Ledezma filed a class action complaint in Los Angeles Superior Court, captioned *Ledezma v. Premium Retail Services, Inc.*, Case No. 20STCV07061 (the "Ledezma Action"), alleging claims on behalf of a purported class of all of Defendant's non-exempt California employees for failure to pay all wages, failure to provide rest breaks, failure to provide timely meal breaks and premiums, failure to provide adequate seating, failure to reimburse expenses, failure to comply with Labor Code § 212, waiting time penalties, and violation of California Business & Professions Code §§ 17200, *et seq.*
- (2) On or about February 24, 2020, Ledezma gave notice to Defendant and the California Labor Workforce and Development Agency ("LWDA") that he intended to bring a civil action under Labor Code §§ 2698, *et seq.* ("PAGA") to recover civil penalties allegedly due based on Defendant's alleged violation of certain provisions of the California Labor Code.
- (3) On or about August 17, 2020, Ledezma filed a First Amended Complaint removing the class allegations and adding a PAGA claim.
- (4) On or about February 24, 2020, Baruqui filed a class action complaint in Los Angeles Superior Court, captioned *Baruqui v. Premium Retail Services, Inc.*, Case No. 20STCV07065 (the "Baruqui Action"), alleging claims on behalf of a purported class of all of Defendant's exempt California employees for failure to provide adequate seating, failure to comply with Labor Code § 212, waiting time penalties, and violation of California Business & Professions Code §§ 17200, *et seq.*
- (5) On or about February 24, 2020, Baruqui gave notice to Defendant and the LWDA that she intended to bring a civil action under PAGA to recover civil penalties allegedly due based on Defendant's alleged violation of certain provisions of the California Labor Code.
- (6) On or about July 15, 2020, Baruqui filed a First Amended Complaint removing the class allegations and adding a PAGA claim.

- (7) On or about May 7, 2020, Perry gave notice to Defendant and the LWDA that she intended to bring a civil action under PAGA to recover civil penalties allegedly due based on Defendant's alleged violation of certain provisions of the California Labor Code.
- (8) On or about May 20, 2020, Perry filed a class action complaint in Santa Barbara Superior Court, captioned *Perry v. Premium Retail Services, Inc.*, Case No. 20CV01914 (the "Perry Action"), alleging claims on behalf of a purported class of all of Defendant's non-exempt California employees for violation of Labor Code §§ 510, 558, and 1194; violation of Labor Code §§ 226.7 and 512; violation of Labor Code § 226.7; violation of Labor Code § 226; violation of Labor Code § 2802; violation of California Business & Professions Code §§ 17200, *et seq.*; and a PAGA claim.
- (9) On or about September 15, 2020, Perry and Defendant filed a stipulation for an order staying the Perry Action pending mediation, which the court granted.
- (10) After the Agreement is signed, the Parties agree to stipulate to amend the complaint in the Perry Action to include the PAGA claims and plaintiffs pleaded in the Baruqui Action and the Ledezma Action and to request that the Court dismiss the class claims, without prejudice, to effectuate the terms of the Agreement. The Parties refer to the contemplated amended complaint as the "Consolidated Action."
- (11) The Parties attended a full day mediation with mediator Tripper Ortman on February 2, 2021, and reached an agreement to settle the Ledezma, Baruqui, and Perry Actions.
- (12) It is the desire of the Parties to fully, finally, and forever settle, compromise, discharge, and release Plaintiffs' claims against the Released Parties as defined in this Settlement Agreement.

THEREFORE, in consideration of the Recitals listed above and the terms and conditions set forth below, the Parties agree to the following:

§ 1. Definitions

- 1.1 "Actions" means the following civil actions: *Andrea Baruqui v. Premium Retail Services, Inc.*, Los Angeles County Superior Court, Case No. 20STCV07065; *Arturo Ledezma v. Premium Retail Services, Inc.*, Los Angeles Superior Court, Case No. 20STCV07061; and *Lesha Perry v. Premium Retail Services, Inc.*, Santa Barbara Superior Court, Case No. 20CV01914.
- 1.2 "Aggrieved Employees" means all persons who are or have been employed as exempt or non-exempt employees by Defendant in California at any time during the period from February 24, 2019, through the date the Court enters an order approving the settlement.
- 1.3 "Aggrieved Employees List" means the list that Defendant shall compile containing each of Defendant's current and former employees that are Aggrieved

Employees, and includes all copies of the list and all information contained on the list whether originally produced or subsequently added or removed.

- 1.4 "Approval Date" means the date on which the Court enters the Approval Order approving the settlement set forth in this Settlement Agreement.
- 1.5 "Approval Hearing" means the date set by the Court for the hearing on approval of the settlement set forth in this Settlement Agreement.
- 1.6 "Approval Order" means an order to be proposed by Plaintiffs for entry and filing by the Court as specified in this Settlement Agreement.
- 1.7 "Court" means the Superior Court of the State of California for the County of Santa Barbara.
- 1.8 "Defendant" means Premium Retail Services, Inc.
- 1.9 "Defendant's Counsel" means the law firm of Paul, Plevin, Sullivan & Connaughton, LLP of San Diego, California.
- 1.10 "Last Known Address" means the most recently recorded mailing address for an Aggrieved Employee as such information is contained in Defendant's payroll records.
- 1.11 "Maximum Settlement Amount" means Seven Hundred Fifty Thousand Dollars (\$750,000), which is the total and maximum amount that Defendant can be required to pay under this Settlement Agreement for any and all purposes to any and all recipients as specified in this Settlement Agreement.
- 1.12 "Net Settlement Amount" means the portion of the Maximum Settlement Amount distributed to the State of California and Aggrieved Employees in accordance with Sections 4.1 and 4.2 of this Settlement Agreement.
- 1.13 "Notice of PAGA Settlement" means the document, substantially in the form attached to this Settlement Agreement as Exhibit "A," that shall be sent to Aggrieved Employees following the Court's entry of the Approval Order to notify Aggrieved Employees of the settlement described in this Settlement Agreement.
- 1.14 "Notice Packet" means the packet that includes the Notice of PAGA Settlement and the settlement check that is to be mailed to each Aggrieved Employee following the Court's Approval Order.
- 1.15 "PAGA Period" means the period of time beginning on February 24, 2019, through the date the Court enters an order approving the settlement.
- 1.16 "Plaintiffs' Counsel" means the law firms of Bradley/Grombacher, LLP and Diversity Law Group, P.C.

- 1.17 **"Released Claims"** means the claims set forth in Section 2.1 of this Settlement Agreement for which Plaintiffs, the Aggrieved Employees, and the State of California release the Released Parties from liability.
- 1.18 **"Released Parties"** means Defendant and its parents, subsidiaries, affiliates, predecessors, successors, and its and their agents, insurers, employees (current and former), officers, directors, and attorneys.
- 1.19 **"Settlement Administrator"** means or refers to ILYM Group, a third-party administrator jointly selected by the Parties, to effectuate the Settlement.
- 1.20 **"Settlement Agreement"** means this Private Attorneys General Act Settlement Agreement and Release and all of its attachments and exhibits.
- 1.21 **"Settlement Share"** means the total amount distributed to an Aggrieved Employee from the Net Settlement Amount.
- 1.22 **"Updated Address"** means a mailing address that was updated by a reasonable address verification measure or by an updated mailing address provided by the United States Postal Service or an Aggrieved Employee.
- 1.23 **"Weeks Worked"** means the number of weeks an Aggrieved Employee worked for Defendant as a non-exempt or exempt employee in California during the PAGA Period, according to Defendant's records.

§ 2. Release of Claims by Plaintiffs and the State of California

- 2.1 **Release.** In consideration of Defendant's payment of the PAGA Settlement Amount and upon entry of the Approval Order, Plaintiffs and the State of California shall fully, finally, and forever release, settle, relinquish and discharge the Released Parties from any and all claims for civil penalties asserted in the Actions or that arise from facts alleged in the Actions based on Aggrieved Employees' work for Defendant during the PAGA Period. This release includes any and all claims for civil penalties, fees, and costs recoverable under the Private Attorneys General Act (Labor Code § 2698, *et seq.*) based on the facts and claims asserted in the operative complaints filed in this Actions, including without limitation, meal break violations, rest break violations, failure to pay wages, failure to pay overtime, inaccurate wage statements, failure to reimburse business expenses, failure to provide adequate seating, violation of Labor Code section 212, waiting time penalties, or any other allegations and claims which are reasonably related to the allegations and claims asserted in the operative complaints filed in the Actions. This release shall apply to claims arising at any point during the PAGA Period.

§ 3. Defendant's Consideration and Distribution of Maximum Settlement Amount

- 3.1 **Defendant's Payment of Maximum Settlement Amount.** In consideration of the Released Claims and upon entry of the Approval Order, Defendant shall pay

the Maximum Settlement Amount of \$750,000, which shall satisfy all of Defendant's obligations for payments, fees, and costs identified in this Settlement Agreement. No amount of the Maximum Settlement Amount shall revert back to Defendant under any circumstances.

- 3.2 **Timing of Payment of Maximum Settlement Amount.** Defendant shall pay the Maximum Settlement Amount to a settlement fund maintained by the Settlement Administrator within 30 calendar days of the Approval Date.

§ 4. Distribution of the Maximum Settlement Amount

- 4.1 **Distribution of the Maximum Settlement Amount.** Subject to Court approval, the Settlement Administrator shall distribute the Maximum Settlement Amount within 45 days after the Approval Date as follows:

- (a) **Attorneys' Fees.** The Settlement Administrator shall distribute to Plaintiffs' Counsel up to \$250,000, in an amount approved by the Court, representing the recovery of Plaintiffs' attorneys' fees incurred in the Actions. 75% of all such attorneys' fees shall be paid to Bradley/Grombacher, LLP and 25% of all such attorneys fees shall be paid to Diversity Law Group, P.C.
 - (b) **Litigation Costs.** The Settlement Administrator shall distribute to Plaintiffs' Counsel up to \$20,000 in an amount approved by the Court as reimbursement for Plaintiffs' Litigation Costs incurred in the Actions.
 - (c) **Settlement Administration Costs.** The costs of settlement administration will also be paid from the Maximum Settlement Amount in an amount not to exceed Twenty Thousand Dollars (\$20,000), subject to Court approval.
 - (d) **Payment to Plaintiffs for General Releases.** The Settlement Administrator shall distribute the amounts approved by the Court to each Plaintiff as consideration for a general release of claims which each Plaintiff shall provide in a separate written settlement agreement.
- 4.2 **Plaintiffs' Applications Unopposed by Defendant; Amounts Not Approved.** Defendant shall not oppose Plaintiffs' application for Court approval of attorney's fees and costs set forth in Section 4.1(a). To the extent that Plaintiffs' application is not approved by the Court, the amount not approved shall become a part of the Net Settlement Amount and distributed to Aggrieved Employees in accordance with the terms of this Settlement Agreement.
- 4.3 **Allocation and Distribution of Net Settlement Amount.** The Net Settlement Amount shall be allocated and distributed as follows:
- (a) 75% of the Net Settlement Amount shall be paid to the LWDA.

- (b) 25% of the Net Settlement Amount shall be paid to the Aggrieved Employees pro rata and in proportion to each Aggrieved Employees' Weeks Worked for Defendant during the PAGA Period, as calculated by the Settlement Administrator.

- 4.4 **Timing and Manner of Settlement Share Distributions.** Within 45 calendar days after the Approval Date, the Settlement Administrator shall distribute to each Aggrieved Employee his or her Settlement Share by mailing via U.S. First-Class mail a check for the allocated Settlement Share amount, along with any necessary tax reporting forms, to each Aggrieved Employee's Last Known Address or Updated Address.
- 4.5 **Tax Treatment and Reporting of Payments to Aggrieved Employees.** For distributions made pursuant to Section 4 of this Settlement Agreement, 100% of the payments distributed to Aggrieved Employees will be deemed as payments for civil penalties and will not to be subject to local, state, or federal tax withholdings. The Settlement Administrator shall issue IRS Forms 1099 (if required) to Aggrieved Employees who receive settlement checks for their Settlement Share.
- 4.6 **Distribution of Uncashed Checks.** No later than nine months following the Approval Date, the Settlement Administrator shall distribute any uncashed check amounts with the Office of the State Controller – Unclaimed Property in the names of the Aggrieved Employees who did not cash their checks.

§ 5. Administration of Settlement and Notice

- 5.1 **Aggrieved Employee Data.** Within 15 business days following the Approval Date, Defendant shall provide the Settlement Administrator an Aggrieved Employee List, in a format reasonably acceptable for the duties of the Settlement Administrator, which shall identify each Aggrieved Employees' name, Last Known Address, Social Security number, telephone number, and the number of weeks worked in California during the PAGA Period.
- 5.2 **Duties of the Settlement Administrator Regarding the Aggrieved Employee List.** The Settlement Administrator shall:
 - (a) Update the addresses for the Aggrieved Employees using industry-standard mailing address databases, including but not limited to the National Change of Address, and, to the extent this process yields an Updated Address, add the Updated Address to the Aggrieved Employee List and treat the Updated Address as the new Last Known Address for all initial and subsequent mailings and all other purposes of this Settlement Agreement;
 - (b) Use the Weeks Worked by each Aggrieved Employee, as provided by Defendant, to calculate each Aggrieved Employee's Settlement Share; and

- (c) Keep the Aggrieved Employee List confidential, use it only for the purposes described herein, take adequate safeguards to protect the confidentiality of the information contained in the Aggrieved Employee List, and certify the destruction of information contained in the Aggrieved Employee List upon the completion of the settlement administration process.

5.3 Mailing of Notice Packet and Settlement Share.

- (a) Within 45 calendar days after the Approval Date, the Settlement Administrator shall send to the Last Known Address or Updated Address of each Aggrieved Employee via First-Class U.S. Mail a Notice Packet consisting of a Notice of PAGA Settlement (in the form of Exhibit A attached hereto) that provides each Aggrieved Employee with the number of Weeks Worked determined by the Settlement Administrator, the formula for determining each Aggrieved Employee's Settlement Share, and a check representing the Settlement Share of the Aggrieved Employee.
- (b) Any returned envelopes from the initial mailing containing forwarding addresses will be used by the Settlement Administrator to locate missing Aggrieved Employees and re-mail the Notice Packets to the correct or Updated Address. In the event that the first mailing of the Notice Packets is returned without a forwarding address, the Settlement Administrator shall immediately conduct a standard skip trace in an effort to ascertain the current address for the particular Aggrieved Employee in question. If a more recent or accurate address is found by this method, the Settlement Administrator will resend the Notice Packets to the Updated Addresses within 3 calendar days of identifying the new address information. If no new information is ascertained by means of a skip trace, or if the Notice Packets is returned to the Settlement Administrator after using an address obtained from a standard skip trace, the Settlement Administrator will immediately perform a manual "in-depth skip trace" to locate a more recent or accurate address. If an Updated Address is identified by this method, the Settlement Administrator will re-mail the Notice Packets to the Updated Address within 3 calendar days of identifying the Updated Address.

- 5.4 Uncashed Settlement Checks of Participating Aggrieved Employees.** Aggrieved Employees shall have 180 days after mailing by the Settlement Administrator to cash their settlement checks. Any check that is not cashed within 180 days after it is issued shall become void and subject to a stop payment order, and then distributed to the Office of the State Controller – Unclaimed Property as set forth in Section 4.6 of this Settlement Agreement.

§ 6. Court's Approval of Settlement

6.1 Motion for Approval. Plaintiffs shall promptly prepare and submit to the Court a Motion for Approval of PAGA Settlement. The motion shall seek an order containing the following provisions:

- (a) Approving the PAGA Settlement Agreement, reciting the release terms in full, and directing that the Settlement Agreement terms and provisions be carried out;
- (b) Directing the mailing of the Notice Packet via U.S. First Class mail to Aggrieved Employees in accordance with the provisions in this Settlement Agreement; and
- (c) Approving the application for payment of reasonable attorneys' fees and costs to Plaintiffs' Counsel as set forth in this Settlement Agreement.
- (d) Entering judgment in the Consolidated Action, pursuant to the terms of this Agreement.

6.2 Dismissal of the Baruqui and Ledezma Actions After Approval of Settlement.

- (a) Within thirty (30) days of approval of the Settlement Agreement by the Court, Plaintiffs' counsel will take all steps necessary to secure the dismissal of the Baruqui Action and Ledezma Action without prejudice.

6.3 Court's Non-Approval of Settlement.

- (a) **Duties of the Parties to Attempt to Obtain Approval.** The Parties agree to cooperate and make a good faith effort to obtain approval by the Court of the Settlement Agreement. For the avoidance of doubt, nothing in this paragraph shall require Defendant to pay more than the Maximum Settlement Amount.
- (b) **Settlement Agreement Contingent Upon Court's Approval.** If, notwithstanding the cooperation and good faith effort of the Parties referenced in the foregoing paragraph, this Settlement Agreement is not approved by the Court, fails to become effective, or is reversed or withdrawn by the Court or any other court with jurisdiction over the Action, this Settlement Agreement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible in connection with, further proceedings in this Action.
- (c) **Non-Approval as Basis for Termination of Settlement Agreement.** Failure of the Court to grant the Approval Order will be grounds for Plaintiff and/or Defendant to terminate this Settlement Agreement and the terms of the Agreement, except that Plaintiffs and Defendant shall each be

responsible for 50% of the costs of, and any payments due to, the Settlement Administrator for services performed up to that time.

§ 7. Timeline for Completion of Settlement

- 7.1 The schedule for notice, approval, and payment procedures carrying out this settlement is below. The schedule may be modified by agreement of the Parties in writing or order of the Court depending on whether and when the Court grants necessary approvals and sets further hearings. In the event of such modification, the Parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

15 business days after Approval Date	Deadline for Defendant to provide Aggrieved Employee List to Settlement Administrator;
30 calendar days after Approval Date	Deadline for the Defendant to pay the Maximum Settlement Amount to the Settlement Administrator
45 calendar days after Approval Date	Deadline for settlement checks to be issued to Aggrieved Employees; Deadline for payments to Plaintiffs' Counsel for litigation costs and expenses and awarded attorneys' fees
Nine months after Approval Date	Deadline for Settlement Administrator to deposit uncashed checks with the Office of the State Controller – Unclaimed Property

§ 8. Miscellaneous Provisions

- 8.1 **No Admission of Liability.** This Settlement Agreement shall not constitute an admission that Defendant is subject to any form of liability on Plaintiffs' claims, or to the accuracy of any fact or allegation in the Action. Defendant specifically denies any and all liability.
- 8.2 **Advice of Counsel.** The Parties enter into this Settlement Agreement being represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties agree that it reflects their good faith compromise of the claims raised in this Action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.
- 8.3 **Parties' Authority.** The signatories hereby represent that they are fully authorized to enter into this Settlement Agreement and bind the Parties to the terms and conditions of this Settlement Agreement.
- 8.4 **Mutual Full Cooperation.** The Parties agree to cooperate fully with each other to accomplish the terms of this Settlement Agreement, including but not limited

to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties further agree to cooperate fully and use their best efforts to obtain the Court's approval of this Settlement Agreement and all the terms herein.

- 8.5 **Miscellaneous Attorneys' Fees.** Except as provided in this Settlement Agreement, the Parties shall bear their own attorneys' fees, costs, and expenses incurred in the prosecution, defense, and settlement of the PAGA Claim.
- 8.6 **Notices.** Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be communicated by electronic mail and U.S. Mail, and shall be deemed to have been duly given as of the fifth business day after mailing by U.S. Mail, addressed as follows:

To Plaintiffs' Counsel:

Marcus J. Bradley
mbradley@bradleygrombacher.com
Kiley L. Grombacher
kgrombacher@bradleygrombacher.com
Lirit A. King
lking@bradleygrombacher.com
Bradley/Grombacher, LLP
31365 Oak Crest Drive, Suite 240
Westlake Village, CA 91361
Tel: (805) 270-7100

Larry W. Lee
lwlee@diversitylaw.com
Max W. Gavron
mgavron@diversitylaw.com
Diversity Law Group, P.C.
515 S. Figueroa St., Suite 1250
Tel: (213) 488-6555

To Defendant's Counsel

Aaron A. Buckley
abuckley@paulplevin.com
Paul Batcher
pbatcher@paulplevin.com
Paul, Plevin, Sullivan & Connaughton, LLP
101 West Broadway, Ninth Floor
San Diego, CA 92101
Tel: (619) 237-5200

- 8.7 **Interpretation of Agreement.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not merely a recital. The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any Party by reason of the extent to which any Party or his, her or its counsel participated in the drafting of this Settlement Agreement.
- 8.8 **Entire Agreement.** This Settlement Agreement constitutes the entire and integrated agreement between the Parties with respect to the settlement of the Released Claims, and all other prior and contemporaneous agreements, representations, warranties, or understandings of the Parties are superseded and merged into this Settlement Agreement.
- 8.9 **No Prior Assignments.** This Settlement Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, and successors. The Parties hereto represent, covenant, and warrant that they have not directly or indirectly, assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or rights herein released and discharged except as set forth herein.
- 8.10 **Execution in Counterparts.** This Settlement Agreement may be signed in one or more counterparts, including by copies transmitted via facsimile or electronic delivery. Upon a Party's execution of a counterpart, that counterpart shall be deemed an original, and all signed counterparts shall together constitute one Settlement Agreement. A facsimile signature shall have the same force and effect as the original signature, if and only if it is transmitted from counsel for one party to the other. Such transmissions shall be interpreted as verification by the transmitting counsel that the signature is genuine and that the party signing has authorized and reviewed the agreement. All executed copies of this Settlement Agreement and copies thereof shall have the same force and effect and shall be as legally binding and enforceable as the original.
- 8.11 **Governing Law.** This Settlement Agreement shall be governed, construed, and interpreted in accordance with the laws of the State of California.
- 8.12 **No Press Release.** The Parties and their counsel shall not issue any press release or media release or have any communication with the press or media regarding this settlement.

- 8.13 **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this case until it is dismissed, to ensure the continuing implementation of the provisions of this Settlement Agreement.
- 8.14 **Enforcement.** Should any party to this Settlement Agreement contend there is a breach by another party, such that an action becomes necessary to enforce any of the terms of this Settlement Agreement, the prevailing party in such dispute shall be entitled to recover its costs and reasonable attorney's fees incurred, as determined by the Court, in connection with enforcing the terms of this Settlement Agreement.

IT IS SO AGREED:

3/29/2021

Dated: March __, 2021

By:

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Lesha Perry

Dated: March __, 2021

By:

Andrea Baruqui

Dated: March __, 2021

By:

Arturo Ledezma

Dated: March 29, 2021

By:



Patricia Balkenbush
Executive Vice President – HR
Premium Retail Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: March __, 2021

By:

Marcus J. Bradley
Bradley/Grombacher, LLP
Attorney for Plaintiffs
ANDREA BARUQUI and ARTURO LEDEZMA

- 8.13 **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this case until it is dismissed, to ensure the continuing implementation of the provisions of this Settlement Agreement.
- 8.14 **Enforcement.** Should any party to this Settlement Agreement contend there is a breach by another party, such that an action becomes necessary to enforce any of the terms of this Settlement Agreement, the prevailing party in such dispute shall be entitled to recover its costs and reasonable attorney's fees incurred, as determined by the Court, in connection with enforcing the terms of this Settlement Agreement.

IT IS SO AGREED:

Dated: March __, 2021

By: _____

Lesha Perry

Dated: March ~~31, 2021~~

By: _____

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Andrea Baruqui

Dated: March __, 2021

By: _____

Arturo Ledezma

Dated: March 29, 2021

By: _____



Patricia Balkenbush
Executive Vice President -- HR
Premium Retail Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: March 29, 2021

By: _____


Marcus J. Bradley
Bradley/Grombacher, LLP
Attorney for Plaintiffs
ANDREA BARUQUI and ARTURO LEDEZMA

8.13 **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over this case until it is dismissed, to ensure the continuing implementation of the provisions of this Settlement Agreement.

8.14 **Enforcement.** Should any party to this Settlement Agreement contend there is a breach by another party, such that an action becomes necessary to enforce any of the terms of this Settlement Agreement, the prevailing party in such dispute shall be entitled to recover its costs and reasonable attorney's fees incurred, as determined by the Court, in connection with enforcing the terms of this Settlement Agreement.

IT IS SO AGREED:

Dated: March __, 2021

By: _____

Lesha Perry

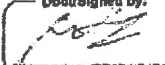
Dated: March __, 2021

By: _____

Andrea Barui

Dated: March 29, 2021

By: _____

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Arturo Ledezma

Dated: March 29, 2021

By: _____



Patricia Balkenbush
Executive Vice President – HR
Premium Retail Services, Inc.

APPROVED AS TO FORM AND CONTENT:

Dated: March __, 2021

By: _____

Marcus J. Bradley
Bradley/Grombacher, LLP
Attorney for Plaintiffs
ANDREA BARUI and ARTURO LEDEZMA

3/29/2021

Dated: March __, 2021

By: _____

DocuSigned by:
Larry Lee
5589343CDA2D4A2...

Larry W. Lee
Diversity Law Group, P.C.
Attorney for Plaintiff
LESHA PERRY

Dated: March 29, 2021

By: _____

Aaron A. Buckley
Aaron A. Buckley
Paul Batcher
Paul, Plevin, Sullivan & Connaughton, LLP
Attorney for Defendant
PREMIUM RETAIL SERVICES, INC.

EXHIBIT A

Name/Address

Re: Lawsuit Settlement – Settlement Check Enclosed

Dear _____,

This letter contains information about the settlement of a lawsuit against Premium Retail Services, Inc. ("Premium Retail"). Because you are or were an employee of Premium Retail during the relevant time period, the parties to the lawsuit have concluded that you are entitled to a settlement payment. The Santa Barbara County Superior Court has approved this settlement, and as such, you are receiving the enclosed check. Please cash the check as soon as possible, as the check will become void if not cashed within 180 days.

On February 24, 2020, Arturo Ledezma filed a complaint in Los Angeles Superior Court, Case No. 20STCV07061, alleging that PRS failed to pay all wages owed upon termination; failed to provide meal and rest breaks; failed to provide adequate seating; failed to indemnify for necessary expenditures; failed to issue checks that comply with Labor Code section 212; and violated California's Unfair Competition Law. On February 24, 2020, Andrea Baruqui filed her complaint in Los Angeles Superior Court, Case No. 20STCV07065, alleging that Premium Retail failed to pay all wages owed upon termination; failed to provide adequate seating; failed to issue checks that comply with Labor Code section 212; and violated California's Unfair Competition Law. On May 20, 2020, Lesha Perry filed a complaint in Santa Barbara Superior Court, Case No. 20CV01914, alleging that Premium Retail failed to pay overtime; failed to provide meal and rest breaks; failed to provide accurate itemized wage statements; failed to indemnify for necessary expenditures; and violated California's Unfair Competition Law.

Ledezma and Perry sought civil penalties for the aforementioned alleged violations on behalf of themselves and other current or former non-exempt California employees of Premium Retail pursuant to the California Labor Code Private Attorneys General Act (Labor Code § 2698, *et. seq.*) (the "PAGA law"). Baruqui sought civil penalties for the aforementioned alleged violations on behalf of herself and other current or former exempt California employees of Premium Retail pursuant to the PAGA law. Premium Retail vigorously denies all of the claims in the lawsuits, and firmly believes it has always complied with California law regarding the payment of wages, meal and rest breaks, and other working conditions. However, the parties have now agreed to settle the case to avoid the time, expense, and uncertainty of a trial.

According to Premium Retail's records, you were employed by Premium Retail in California between February 24, 2019 and [APPROVAL DATE]. Under the settlement, all such employees are entitled to receive a settlement payment based on the number of weeks they worked at Premium Retail during this period. Premium Retail's records show that you were employed for [INSERT] work weeks during this period. As such, you are entitled to a settlement check in the amount of \$[INSERT].

The Court has approved this settlement under the PAGA law based on the claims that were alleged in the lawsuit for the time period set forth above. This is not a settlement of your individual rights for wages due, nor is this a class action settlement. It is a settlement for penalties paid to affected employees under the PAGA law. Your payment represents your share, after the

government's receipt of penalties, attorney fees, and costs approved by the Court.

If you have any questions about the settlement, you should direct them to counsel for the plaintiffs in this case, Larry Lee, who can be reached at (213) 488-6555, or Mark Bradley, who can be reached at (805) 270-7100.