

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement,” “Settlement,” or “Agreement”) is made by and between Plaintiff Sara Boyle (“Plaintiff”) and Defendants United Legwear Company, LLC, United Legwear Distribution, LLC, and Workforce Enterprises WFE, Inc. (“Defendants,” “ULC,” “ULD,” and “WFE”). The Agreement refers to Plaintiff and Defendants as “Parties,” or individually as “Party.”

A. DEFINITIONS.

1. “Action” means the lawsuit alleging wage and hour violations against Defendants captioned *Boyle v. United Legwear Company, LLC, et al.*, initiated by Plaintiff on July 16, 2020 and pending in Superior Court of the State of California, County of San Bernardino (Case Number CIVDS2015276).
2. “Administrator” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
4. “Aggrieved Employees” means all individuals who were hired by WFE and assigned to work for ULC and/or ULD as non-exempt, hourly employees during the PAGA Period, as well as all individuals who were employed by ULC and/or ULD as non-exempt, hourly employees during the PAGA Period.
5. “Class” means all individuals who were hired by WFE and assigned to work for ULC and/or ULD as non-exempt, hourly employees during the Class Period, as well as all individuals who were employed by ULC and/or ULD as non-exempt, hourly employees during the Class Period.
6. “Class Counsel” means Justice Law Corporation.
7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
8. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s: (a) name; (b) last-known mailing address; (c) Social Security Number; and (d) number of Workweeks and PAGA Pay Periods.
9. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address Database (“NCOA”), skip traces, and direct contact by the Administrator with Class Members.
11. “Class Notice” means the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as **Exhibit A** and incorporated by reference into this Agreement.
12. “Class Period” means the period from April 17, 2019 to January 31, 2023.
13. “Class Representative” means the named plaintiff Sara Boyle in the operative complaint in the Action seeking Court approval to serve as the Class Representative.
14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
15. “Court” means the Superior Court of California, County of San Bernardino.
16. “Defendants” means named defendants Workforce Enterprises WFE, Inc., United Legwear Company, LLC, and United Legwear Distribution, LLC.
17. “Defense Counsel” means Paduano & Weintraub LLP, Lewis Brisbois Bisgaard & Smith LLP, and Law Office of Gordon C. Strange.
18. “Final Approval” means the Court’s order granting final approval of the Settlement.
19. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
20. “Gross Settlement Amount” means \$600,000 which is the total amount Defendants agree to pay under the Settlement. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.
21. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
22. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of twenty-five percent (25%) of the PAGA Penalties calculated according to the number of Pay Periods worked during the PAGA Period.
23. “Judgment” means the judgment entered by the Court based upon the Final Approval.

24. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
25. “LWDA PAGA Payment” means seventy-five percent (75%) of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
26. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments as approved by the Court: (a) Individual PAGA Payments; (b) LWDA PAGA Payment; (c) Class Representative Service Payment; (d) Class Counsel Fees Payment; (e) Class Counsel Litigation Expenses Payment; and (f) Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
27. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
28. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee was either: (a) assigned to work for ULC and/or ULD as a non-exempt, hourly employee employed by WFE for at least one day during the PAGA Period; or (b) worked for ULC and/or ULD as a non-exempt, hourly employee for at least one day during the PAGA Period.
29. “PAGA Period” means the period from April 17, 2019 to January 31, 2023.
30. “PAGA” means the Private Attorneys General Act of 2004 (Labor Code section 2698. *et seq.*).
31. “PAGA Notice” means Plaintiff’s April 17, 2020 letter to the LWDA and Defendants providing notice pursuant to Labor Code section 2699.3, subd. (a).
32. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated seventy-five percent (75%) to the LWDA and the twenty-five percent (25%) to the Aggrieved Employees in settlement of PAGA claims.
33. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
34. “Plaintiff” means Sara Boyle, the named plaintiff in the Action.
35. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
36. “Released Class Claims” means all claims, actions, or causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that occurred during the Class Period, including the payment, taxation, and allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement Agreement and as further described in Section E.2. below.

37. “Released PAGA Claims” means the claims being released as described in Section E.3. below.
38. “Released Parties” means Defendants and each of their respective current and former parents, owners, divisions, subsidiaries, any affiliated or related persons or entities, and their respective successors and predecessors in interest; all of their respective officers, fiduciaries, directors, employees, partners, shareholders, attorneys, agents, executors, principals, heirs, representatives, accountants, auditors, consultants, insurers, reinsurers, and assigns; any individual or entity that could be liable for any of the Released Class Claims and Released PAGA Claims, and Defendants’ counsel of record.
39. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
40. “Response Deadline” means forty-five (45) calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Class Notices are resent after having been returned undeliverable to the Administrator shall have an additional thirty (30) business days after the Class Notice is remailed.
41. “Settlement” means the disposition of the Action effected by this Settlement Agreement and the Judgment.
42. “Workweek” means any week during which a Class Member was either: (a) assigned to work for ULC and/or ULD as a non-exempt, hourly employee employed by WFE for at least one day during the Class Period; or (b) worked for ULC and/or ULD as a non-exempt, hourly employee for at least one day during the Class Period.

B. BACKGROUND AND RECITALS.

1. On April 17, 2020, Plaintiff provided written notice to the LWDA and Defendants of the specific provisions of the Labor Code she contends were violated and the theories supporting her contentions.
2. On July 16, 2020, Plaintiff filed a representative PAGA action in the Superior Court of California, County of San Bernardino (Case No. CIVDS2015276), alleging: (a) failure to pay minimum and overtime wages; (b) failure to provide meal periods and rest breaks; (c) failure to timely pay wages during employment; (d) failure to timely pay wages upon termination; (e) failure to provide complete and accurate wage statements; and (f) failure to reimburse business expenses.
3. On January 11, 2021, ULC and ULD filed a motion to compel joinder of necessary and indispensable party. Shortly afterwards, on January 14, 2021, ULC and ULD filed a cross-complaint against WFE alleging the following causes of action: (a) express indemnity; (b) implied indemnity; (c) contribution; (d) declaratory relief; and (e) express contractual indemnity – breach of contract.

4. On March 14, 2022 and October 31, 2022, the Parties remotely attended lengthy mediation sessions with the mediator Deborah Saxe, who has successfully negotiated settlements in similar PAGA and wage and hour class and collective actions. While the Parties did not initially settle at mediation, continued negotiations and assistance by the mediator eventually resulted in a settlement via a mediator's proposal and binding Term Sheet, subject to the Court's approval, which are superseded by this Agreement.
5. In line with the settlement, Plaintiff filed a First Amended Complaint that added the following class action causes of action: (a) violation of Labor Code sections 510 and 1198 (unpaid overtime); (b) violation of Labor Code sections 226.7 and 512(a) (unpaid meal period premiums); (c) violation of Labor Code sections 226.7 (unpaid rest period premiums); (d) violation of Labor Code sections 1194 and 1197 (unpaid minimum wages); (e) violation of Labor Code sections 201, 202, 204, and 221 (wages not timely paid, wages improperly collected, and final wages not timely paid); (f) violation of Labor Code section 226(a) (noncompliant wage statements); (g) violation of Labor Code sections 2800 and 2802 (unreimbursed business expenses); and (h) violation of Business & Professions Code section 17200, *et seq.* ("Operative Complaint").

Defendants denied and continue to deny the allegations in the Operative Complaint, denied and continue to deny any failure to comply with the laws identified in in the Operative Complaint, and denied and continue to deny any and all liability for the causes of action alleged. Nonetheless, solely for the purpose of settling this Action, and without admitting any wrongdoing or liability, Defendants have agreed to disseminate a Class Notice.

6. The Parties conducted significant investigation and discovery of the facts and law both before and after the Action was filed. Defendants produced hundreds of documents relating to their policies, practices, and procedures regarding reimbursement of business expenses, paying non-exempt, hourly employees for all hours worked, meal and rest break policies, and payroll, timekeeping, and operational policies. As part of Defendants' production, Plaintiff also reviewed time records, pay records, and information relating to the size and scope of the Class, as well as data permitting Plaintiff to understand the number of Workweeks and PAGA Pay Periods. Plaintiff also interviewed Class Members who worked for Defendants throughout the Class Period. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
7. The Court has not granted class certification.
8. Class Counsel analyzed and evaluated the merits of the claims made against Defendants and the impact of this Agreement on Plaintiff and Class Members. Based upon Class Counsel's analysis and evaluation of a number of factors and recognizing the substantial risks of continued litigation, including the possibility that the Action might not result in any recovery whatsoever, or might result in a recovery that is less favorable and that would not occur for several years, Class Counsel is satisfied that the terms and conditions of this

Agreement are fair, reasonable and adequate and that this Agreement is in the best interests of Plaintiff and Class Members.

9. The Parties, Class Counsel, and Defense Counsel represent they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement Agreement.
10. The Parties and their counsel recognize the expense and length of continued proceedings necessary to litigate the disputes through trial and through any possible appeals and have also considered the uncertainty and risk of the outcome of further litigation, and the difficulties and delays inherent in such litigation. The Parties and their counsel are aware of the burdens of proof necessary to establish liability for the claims alleged and the affirmative and other defenses asserted. Reaching this Settlement now has the potential for having a higher value today than it might have later if this litigation was to continue.

C. MONETARY TERMS.

1. Gross Settlement Amount. In accordance with Section D(2) below, Defendants promises to pay \$600,000, and no more (except as otherwise provided by Section H below) as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any employer payroll taxes) prior to the deadline stated in Section D of this Settlement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
 - a. To Plaintiff: Class Representative Service Payment of no more than \$10,000 to Plaintiff (in addition to any Individual Class Payment and any Individual PAGA Payment Plaintiff is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for the Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment, and hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any such payment.

- b. To Class Counsel: A Class Counsel Fees Payment of no more than \$200,000 (1/3 of the Gross Settlement Amount) and a Class Counsel Litigation Expenses Payment of no more than \$25,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Class Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, hold Defendants harmless, and indemnify Defendants from any dispute or controversy regarding any division or sharing of any of these payments.
- c. To the Administrator: An Administration Expenses Payment not to exceed \$40,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$40,000, the Administrator will retain the remainder in the Net Settlement Amount.
- d. To Each Participating Class Member: An Individual Class Payment calculated by:
 - (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.
 - i. Tax Allocation of Individual Class Payments. Twenty-five percent (25%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of wage claims ("Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Seventy-five percent (75%) of each Participating Class Member's Individual Class Payment will be allocated to the settlement of claims for interest and penalties ("Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - ii. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

- e. To the LWDA and Aggrieved Employees: PAGA Penalties in the sum of \$50,000 to be paid from the Gross Settlement Amount, seventy-five percent (75%) of which (\$37,500) will be allocated to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$12,500) will be allocated to the Aggrieved Employees as their Individual PAGA Payments.
 - i. The Administrator will calculate each Individual PAGA Payment by: (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (\$12,500) by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
 - ii. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. In addition, the Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

D. SETTLEMENT FUNDING AND PAYMENTS.

1. Workweeks and Pay Periods. Based on a review of its records to date, Defendants estimate there are 4,735 Class Members and Aggrieved Employees who worked a total of 62,016 Workweeks and PAGA Pay Periods.
2. Funding of Gross Settlement Amount. WFE will fund \$400,000 of the Gross Settlement Amount while ULC/ULD will fund the remaining \$200,000 of the Gross Settlement Amount as follows.
 - a. Within twenty-five (25) business days of the Court's Final Approval, \$75,000 of the Gross Settlement Amount will be paid by Defendants to the Administrator by depositing the amount into the Qualified Settlement Fund established and maintained by the Administrator, meaning that WFE will fund \$50,000 and ULC/ULD will fund \$25,000 of the initial payment ("Initial Payment").
 - b. The remaining \$525,000 of the Gross Settlement Amount, amounting to \$350,000.04 from WFE and \$174,999.96 from ULC/ULD, will be paid in equal monthly installments by Defendants over a 12-month period to the Administrator beginning ninety (90) business days of the Initial Payment by depositing such amounts into the Qualified Settlement Fund, meaning that WFE will fund \$29,166.67 per month and ULC/ULD will fund \$14,583.33 per month.

The Parties agree that each Defendant is only responsible for its respective portion of the Gross Settlement Amount, and Defendants are not jointly and severally liable for the entirety of the Gross Settlement Amount. To the extent any Defendant(s) fail(s) to fund its/their portion of the Gross Settlement Amount, the sole remedy is to pursue recovery for any amount due directly from non-paying Defendant(s). Such payment dates are subject to

a ten-day (business days) cure period upon Defendants being notified in writing by counsel of amounts due.

3. Payments from the Gross Settlement Amount. Within fourteen (14) calendar days after Defendants fully fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Administration Expenses Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
 - a. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall state checks that are not cashed within ninety (90) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees, including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator will update the recipients' mailing addresses using the NCOA.
 - b. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) calendar days of receiving a returned check, the Administrator will remail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose remailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced if requested by the Class Member prior to the void date.
 - c. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subd. (b).

- d. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Settlement.

E. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

1. Plaintiff's Release. In addition to releasing the claims being released by all Aggrieved Employees, Plaintiff and her former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally release and forever discharge Released Parties from any and all claims, to the fullest extent permitted by law, she has or may have against them, or any of them, known and unknown, asserted and not asserted, as of the date of execution of this Settlement Agreement. This release includes, but is not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in Plaintiff's PAGA Notice; and (c) all disputes relating to or arising out of any state, local, or federal statute, ordinance, regulation, order, or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. section 2000(e), *et seq.*; Civil Rights Act of 1866, as amended, 42 U.S.C. section 1981, *et seq.*; Equal Pay Act, as amended, 29 U.S.C. section 206(d); Fair Labor Standards Act of 1939, as amended, 29 U.S.C. section 201, *et seq.* and Code of Federal Regulations; Labor Code, the Orders of the California Industrial Welfare Commission regulating wages, hours and working conditions; and Fair Employment & Housing Act ("Plaintiff's Release").
 - a. Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges she may discover facts or law different from, or in addition to, the facts or law Plaintiff now knows or believes to be true but agree Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.
 - b. **PLAINTIFF'S WAIVER OF RIGHTS UNDER CIVIL CODE SECTION 1542.** To the extent the foregoing release is a release to which section 1542 of the Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly waives any and all rights and benefits afforded by section 1542, which provides:

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

1. Release by Participating Class Members Who Are Not Aggrieved Employees. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and actions or causes of actions that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that occurred during the Class Period. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability benefits, social security, workers' compensation, or claims based on facts occurring outside the Class Period.
 - a. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all Fair Labor Standard Act claims that could have been alleged or raised in the Operative Complaint based upon or arising out of the facts alleged therein during the Class Period.
2. Release by Non-Participating Class Members Who Are Aggrieved Employees. All Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and PAGA Notice that occurred during the PAGA Period.

F. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

1. Plaintiff's Responsibilities. Plaintiff will move for an order: (a) conditionally certifying the Class for settlement purposes only; (b) seeking Preliminary Approval of the Settlement; (c) setting a date for the Final Approval Hearing; and (d) approving the Class Notice.
 - a. Before or at the Preliminary Approval Hearing, Plaintiff will submit a proposed order granting conditional certification of the Class and Preliminary Approval of the Settlement; appointing the Class Representative, Class Counsel, and Administrator; approving the Class Notice; and setting the Final Approval Hearing.
 - b. Defendants agree they will not oppose Plaintiff's Motion for Preliminary Approval of the Settlement Agreement so long as the motion is consistent with the terms of the Parties' Settlement Agreement.

- c. The amounts of Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall be determined by the Court, and the Court's determination on these amounts shall be final and binding. The Court's approval or denial of any amount requested for these items are not material conditions of this Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Agreement. Any order or proceeding relating to an application for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and Class Representative Service Payment shall not operate to terminate or cancel this Agreement.
 - d. If the Court declines to conditionally certify the Class or to Preliminarily Approve all material aspects of the Agreement with prejudice, the Agreement will be null and void, and the Parties will have no further obligations under the Agreement.
 - e. Except as provided for in this Agreement, each Party agrees to bear their own attorneys' fees and costs incurred herein including through the negotiation and execution of this Agreement. No Party is a prevailing party for any purpose.
- 2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) calendar days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
 - 3. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Settlement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Settlement and otherwise satisfy the Court's concerns.

G. SETTLEMENT ADMINISTRATION.

- 1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.
4. Notice to Class Members.
 - a. Class Data. No later than thirty (35) business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover the Class Data omitted Class Members' identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
 - b. No later than ten (10) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.
 - c. Before mailing Class Notices, the Administrator shall update Class Member addresses using the NCOA. Using best efforts to perform as soon as possible, and in no event later than fourteen (14) calendar days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data the Class Notice substantially in the form attached to this Agreement as **Exhibit A** via first-class United States Postal Service ("USPS") mail. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts.
 - d. No later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall remail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and remail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

- e. The deadlines for Class Members' written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional thirty (30) business days beyond the forty-five (45) calendar days otherwise provided in the Class Notice for all Class Members whose notice is remailed. The Administrator will inform the Class Member of the extended deadline with the remailed Class Notice.
 - f. If the Administrator, Defendants, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than fourteen (14) calendar days after receipt of Class Notice or the deadline dates in the Class Notice, whichever is later.
5. Requests for Exclusion (Opt-Outs).
- a. Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator by fax, email, or mail a signed written Request for Exclusion no later than forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 30 business days for Class Members whose Class Notice is remailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's: (i) full name; (ii) present address; (iii) email address or telephone number; (iv) signature; and (v) a simple statement electing to be excluded from the Settlement. Excluded Class Members. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
 - b. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
 - c. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits, and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section E.2. and Section E.3. of this

Agreement, regardless of whether the Participating Class Member receives the Class Notice or objects to the Settlement.

- d. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Section E.3. of this Agreement and are eligible for an Individual PAGA Payment.

6. Challenges to Calculation of Workweeks and Pay Periods.

- a. Each Class Member shall have forty-five (45) calendar days after the Administrator mails the Class Notice (plus an additional 30 business days for Class Members whose Class Notice is remailed) to challenge the number of Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. If the Class Member disputes the information about the amount of their anticipated settlement payment, they must mail the Administrator any copies of records (such as paystubs, pay checks or other records) supporting their calculation of the total number of Workweeks and/or PAGA Pay Periods they were employed in an non-exempt, hourly position in California during the relevant time period, along with a letter explaining the reasons for their dispute that also includes the last four digits of their Social Security Number. The letter must be mailed to the Administrator by the Response Deadline. The date of the postmark will determine if the letter was timely mailed. The Administrator will review the information submitted by Class Members along with Defendants' records and make a final determination as to the correct amount of a Class Member's settlement payment. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel along the Administrator's determination of the challenges.

7. Objections to Settlement.

- a. Only Participating Class Members may object to the class action components of the Settlement and/or this Settlement Agreement, including contesting the fairness of the Settlement Agreement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

- b. Participating Class Members may send written objections to the Administrator by fax, email, or mail. The written objections must: (i) indicate what the Participating Class Members are objecting to; (ii) state why Participating Class Members are objecting; (iii) include any facts supporting the objections; and (iv) include the Participating Class Members' full name, present address, email address or telephone number, and signature.
 - c. Alternatively, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional 30 business days for Class Members whose Class Notice was remailed).
8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.
- a. Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use a website to post information of interest to Class Members. This information includes the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, Class Notice, Motion for Final Approval, Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment, Final Approval, and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
 - b. Requests for Exclusion (Opt-outs). The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity.
 - c. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: (i) Class Notices mailed or remailed; (ii) Class Notices returned undelivered; (iii) Requests for Exclusion (whether valid or invalid) received; (iv) objections received; (v) challenges to Workweeks and/or PAGA Pay Periods received and/or resolved; and (vi) checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion.
 - d. Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Settlement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- e. Administrator's Declaration. No later than fourteen (14) calendar days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to: (i) its mailing of Class Notice; (ii) Class Notices returned as undelivered; (iii) remailing of Class Notices; (iv) attempts to locate Class Members; (v) total number of Requests for Exclusion from Settlement it received (both valid or invalid); and (vi) number of written objections. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
- f. Final Report by Administrator. Within ten (10) calendar days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least fifteen (15) calendar days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
- g. Certification of Completion. Upon completion of administration of the Settlement, the Administrator will provide a written declaration under oath to certify such completion to counsel for all Parties.

H. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on its records, Defendants estimate, as of the date of this Settlement Agreement, there are 4,735 Class Members and/or Aggrieved Employees who worked a total of 62,016 Workweeks and/or PAGA Pay Periods. If the total number of Workweeks and PAGA Pay Periods during the Class Period exceeds 62,016 by more than ten percent (10%) (or 68,217), the Gross Settlement Amount will be increased by the same number of percentage points above ten percent (10%) by which the actual number of Workweeks and PAGA Pay Periods exceed 62,016. For instance, if the actual number of Workweeks and PAGA Pay Periods at the end of the Class Period is determined to be twelve percent (12%) higher than 62,016, the Gross Settlement Amount will be increased by two percent (2%). WFE agrees to pay for any additional settlement costs for any increased Workweeks and PAGA Pay Periods pursuant to these terms.

I. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified is five percent (5%) or more of the total of all Class Members, Defendants may, but are not obligated, elect to nullify the Settlement. The Parties agree if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever and that neither Party will have any further obligation to perform under this Settlement provided Defendants will remain responsible for paying all settlement administration costs incurred to that point. Defendants must notify Class Counsel and the Court of their selection to withdraw no later than fourteen (14) calendar days after expiration of the Response Deadline. A late election will have no effect.

J. MOTION FOR FINAL APPROVAL. No later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a motion for final approval of the Settlement (“Motion for Final Approval”).

1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) calendar court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Settlement within the meaning of this section.
3. Continuing Jurisdiction of the Court. The Parties agree after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and Settlement solely for purposes of: (a) enforcing this Agreement and/or Judgment; (b) addressing settlement administration matters; and (c) addressing such post-Judgment matters as are permitted by law.
4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Settlement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs, or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Settlement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall expeditiously work together in good faith to address the appellate court’s concerns and to obtain Final Approval and entry of Judgment, sharing any additional settlement administration costs reasonably incurred after remittitur on a 50-50 basis. An appellate decision to vacate, reverse, or modify the Court’s award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section if the Gross Settlement Amount remains unchanged.

K. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

L. ADDITIONAL PROVISIONS.

1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted. Moreover, nothing in this Agreement should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree class certification and representative treatment is for purposes of this Agreement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. This Agreement and Parties' willingness to settle will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate this Agreement).
2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) to the extent necessary to report income to appropriate taxing authorities; (c) in response to a court order or subpoena; or (d) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
3. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Class Counsel shall not represent Class Members or Aggrieved Employees with respect to any objections or appeals to this Settlement. Nothing in this section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibit shall constitute the entire agreement between the Parties relating to the Agreement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent they are authorized by Plaintiff and Defendants to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
6. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement Agreement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court. If the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement Agreement, or on any modification of the Settlement Agreement that may become necessary to implement the Settlement Agreement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
7. No Prior Assignments. The Parties separately represent and warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis the Party was the drafter or participated in the drafting.

13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
14. Submission of Settlement Agreement to LWDA. Plaintiff agrees to submit this Settlement Agreement to the LWDA at the time that it is submitted to the Court for approval. *See* Cal. Lab. Code 2699(1)(2).
15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. No later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
16. Headings. The descriptive heading of any section of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
17. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. If any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
18. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff: Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259
dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

To Defendants: Lisia Leon
Elisabeth Ponce
Meredith Cavallaro
Paduano & Weintraub LLP
1251 Avenue of the Americas, Ninth Floor

New York, New York 10020
(Tel) (212) 785-9100
lll@pwlawyers.com
ep@pwlawyers.com
mc@pwlawyers.com

Brian Katoozi
Meredith Stoma
Lewis Brisbois Bisgaard & Smith LLP
650 Town Center Drive, Suite 1400
Costa Mesa, California 92626
(Tel) (714) 668-5532
(Fax) (714) 850-1030
Brian.Katoozi@lewisbrisbois.com
Meredith.Stoma@lewisbrisbois.com

Gordon C. Strange
Law Office of Gordon C. Strange
800 North Haven Avenue, Suite 350
Ontario, California 91746
(Tel) 949-874-7555
g.strange@edlapc.com

19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (*e.g.*, DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
20. Stay of Litigation. The Parties agree upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

Dated: 06/06/2024

Sara Boyle

By: 

Dated: _____

United Legwear Company, LLC

By: _____
On behalf of United Legwear Company, LLC

Dated: _____

United Legwear Distribution, LLC

By: _____
On behalf of United Legwear Distribution, LLC

Dated: _____

Workforce Enterprises WFE, Inc.

By: _____
On behalf of Workforce Enterprises WFE, Inc.

Dated: _____

Sara Boyle

By: _____

Dated: _____

United Legwear Company, LLC

By: _____

On behalf of United Legwear Company, LLC

Dated: _____

United Legwear Distribution, LLC

By: _____

On behalf of United Legwear Distribution, LLC

Dated: 7/16/24

Workforce Enterprises WFE, Inc.

By: _____

On behalf of Workforce Enterprises WFE, Inc.

Dated: June 6, 2024

Justice Law Corporation

By: 
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff

Dated: _____

Paduano & Weintraub LLP

By: _____
Lisia Leon, Esq.
Elisabeth Ponce, Esq.
Meredith Cavallaro, Esq.
Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: _____

Lewis Brisbois Bisgaard & Smith LLP

By: _____
Brian Katoozi, Esq.
Meredith Stoma, Esq.
Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: _____

Law Office of Gordon C. Strange

By: _____
Gordon C. Strange, Esq.
Attorneys for Defendant Workforce Enterprises WFE, Inc.

Dated: _____

Justice Law Corporation

By: _____

Douglas Han, Esq.

Shunt Tatavos-Gharajeh, Esq.

Attorneys for Plaintiff

Dated: May 13, 2024

Paduano & Weintraub LLP

By:  _____

Lisia Ponce, Esq.

Elisabeth Ponce, Esq.

Meredith Cavallaro, Esq.

Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: _____

Lewis Brisbois Bisgaard & Smith LLP

By: _____

Brian Katoozi, Esq.

Meredith Stoma, Esq.

Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: 07/16/2024

Law Office of Gordon C. Strange

By:  _____

Gordon C. Strange, Esq.

Attorneys for Defendant Workforce Enterprises WFE, Inc.

Dated: _____

Justice Law Corporation

By: _____
Douglas Han, Esq.
Shunt Tatavos-Gharajeh, Esq.
Attorneys for Plaintiff

Dated: May 13, 2024

Paduano & Weintraub LLP

By:  _____
Lisia Leon, Esq.
Elisabeth Ponce, Esq.
Meredith Cavallaro, Esq.
Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: July 8, 2024

Lewis Brisbois Bisgaard & Smith LLP


By: _____
Brian Katoozi, Esq.
Meredith Stoma, Esq.
Attorneys for Defendants United Legwear Company, LLC and United Legwear Distribution, LLC

Dated: _____

Law Office of Gordon C. Strange

By: _____
Gordon C. Strange, Esq.
Attorneys for Defendant Workforce Enterprises WFE, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Boyle v. United Legwear Company, LLC, et al. (Case No. CIVDS2015276)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Workforce Enterprises WFE, Inc., United Legwear Company, LLC, and United Legwear Distribution, LLC (“Defendants,” “WFE,” “ULC,” and “ULD”) for alleged wage and hour violations. The Action was filed by Sara Boyle, a former employee of Defendant WFE, who was assigned as a temporary associate to one of Defendant ULD’s warehouses (“Plaintiff”). The Action seeks payment of:

- (1) Unpaid wages for a class of all individuals who were hired by WFE and assigned to work for ULC and/or ULD as non-exempt, hourly employees during the period from April 17, 2019 to January 31, 2023, as well as all individuals who were employed by ULC and/or ULD as non-exempt, hourly employees during the period from April 17, 2019 to January 31, 2023 (“Class,” “Class Members,” “Class Period”); and
- (2) Penalties under the Private Attorneys General Act of 2004 (“PAGA”) for all individuals who were hired by WFE and assigned to work for ULC and/or ULD as non-exempt, hourly employees during the period from April 17, 2019 to January 31, 2023, as well as all individuals who worked as non-exempt, hourly employees employed by ULC and/or ULD during the period from April 17, 2019 to January 31, 2023 (“Aggrieved Employees” and “PAGA Period”), who are included in the Class.

The settlement has two main parts: (1) Class Settlement requiring Defendants to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendants to fund Individual PAGA Payments.

Based on Defendants’ records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on several factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records, you are not eligible for an Individual PAGA Payment under the settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing you worked [REDACTED] Workweeks during the Class Period and worked [REDACTED] Pay Periods during the PAGA Period. If you believe you worked more Workweeks or Pay Periods during either period, you can submit a challenge by the deadline date. See Section 5(c) of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Class Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment

that requires Defendants to make payments under the settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing.** You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. As a Participating Class Member, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
2. **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue Class Period wage claims against Defendants. If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendants won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants covered by this settlement (Released Claims).
You Can Opt out of the Class Settlement but not the PAGA Settlement The Opt out Deadline is	If you don't want to fully participate in the settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section 7 of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by 	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the settlement. The Court’s decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 8 of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 9 of this Class Notice.
You Can Challenge the Calculation of Your Workweeks / Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period and how many Pay Periods you worked at least one (1) day during the PAGA Period, respectively. The number of Workweeks and number of PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Class Notice. See Section 5(c) of this Class Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant WFE, who was assigned as a temporary associate to one of Defendant ULD’s warehouses. The Action accuses Defendants of violating California labor laws by failing to: (1) pay overtime wages; (2) provide meal period premiums; (3) provide rest period premiums; (4) pay minimum wages; (5) timely pay wages during employment and upon termination, and improperly collecting wages; (6) provide compliant wage statements; (7) reimburse business expenses; and (8) comply with the requirements of Business & Professions Code section 17200, *et seq.* Based on the same claims, Plaintiff has also asserted a claim for civil penalties under Labor Code section 2698, *et seq.* (PAGA). Plaintiff is represented by attorneys Douglas Han and Shunt Tatavos-Gharajeh of Justice Law Corporation.

Defendants strongly deny violating any laws or failing to pay any wages and contend they have consistently complied with all applicable laws. The Court has not yet made any rulings regarding the merits of the matter.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court did not decide in favor of Plaintiff or Defendants. So far, the Court has made no determination whether Plaintiff or Defendants is correct on the merits. In the meantime, following extensive litigation and discovery, and after two (2) full days of mediation before a highly experienced and neutral mediator, in which both sides recognized the substantial risks of an

adverse result in the Action, Plaintiff and Defendants agreed on a settlement of all class and PAGA claims following a mediator's proposal.

By signing the Amended Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Settlement Agreement, the Parties have negotiated a settlement that is subject to the Court's final approval. Both sides agree the Settlement Agreement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims. Nothing in the Settlement is intended to or will be construed as an admission by Defendants that Plaintiff's claims in this Action have any merit or that Defendants have any liability for those claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations or claims in the Action, or that the Action can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiff solely because of the risk and expense of continued litigation.

The proposed Settlement was preliminarily approved by the Court on [REDACTED].

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe: (1) Defendants agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized this Class Notice, and scheduled a hearing to determine final approval.

3. WHO IS INCLUDED IN THE CLASS?

All individuals who were hired by WFE and assigned to work for ULC and/or ULD as non-exempt, hourly employees during the period from April 17, 2019 to January 31, 2023, as well as all individuals who worked as a non-exempt, hourly-paid employees employed by ULC and/or ULD, are included in the Class.

According to Defendants' records, you are a member of the Class and are eligible for payments under the Settlement. If you are still not sure if you are entitled to participate in the Settlement, please call the Administrator at _____.

4. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. Defendants Will Pay \$600,000 as the Gross Settlement Amount. Defendants agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Administration Expenses Payment, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

- i. Assuming the Court grants Final Approval, within twenty-five (25) business days of the Court's Final Approval, \$75,000 of the Gross Settlement Amount will be paid by Defendants to the Administrator by depositing the amount into the Qualified Settlement Fund established and maintained by the Administrator, meaning that WFE will fund \$50,000 and ULC/ULD will fund \$25,000 of the initial payment ("Initial Payment"). The remaining \$525,000 of the Gross Settlement Amount, amounting to \$350,000.04 from WFE and \$174,999.96 from ULC/ULD, will be paid in equal monthly installments by Defendants over a 12-month period to the Administrator beginning ninety (90) business days of the Initial Payment by depositing such amounts into the Qualified Settlement Fund, meaning that WFE will fund \$29,166.67 per month and ULC/ULD will fund \$14,583.33 per month.
- B. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
- i. Up to \$200,000 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to \$25,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - ii. Up to \$10,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only money Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - iii. Up to \$40,000 to the Administrator as the Administration Expenses Payment for services administering the Settlement.
 - iv. Up to \$50,000 for PAGA Penalties, seventy-five percent (75%) of which (\$37,500) will be paid to the LWDA as the LWDA PAGA Payment and twenty-five percent (25%) of which (\$12,500) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Pay Periods.
- C. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.
- D. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.

- E. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty-five percent (25%) of each Individual Class Payment to taxable wages (“Wage Portion”) and seventy-five percent (75%) to interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.
- i. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.
- F. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within ninety (90) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member. If the monies represented by your check is sent to the California Controller’s Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.
- G. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by [REDACTED]. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s: (a) full name; (b) present address; (c) email address or telephone number; (d) signature; and (e) a simple statement electing to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.
- i. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.

- H. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is possible the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void, meaning: (a) Defendants will not pay any money; and (b) Class Members will not release any claims against Defendants.
- I. Administrator. The Court has appointed a neutral company Phoenix Class Action Administration Solutions (“Administrator”) to send this Class Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 10 of this Class Notice.
- J. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement Agreement. This means unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action, and resolved by the Settlement Agreement. The Participating Class Members will be bound by the following release:
- i. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims and actions or causes of actions that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint that occurred during the Class Period. Except as set forth in Section E.3. of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability benefits, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.
 - ii. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all Fair Labor Standard Act claims that could have been alleged or raised in the Operative Complaint based upon or arising out of the facts alleged therein during the Class Period.
- K. Aggrieved Employees’ PAGA Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim

against Defendants or their related entities based on the PAGA Period facts alleged in the Action and resolved by the Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

- i. All Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and PAGA Notice that occurred during the PAGA Period.

5. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members; and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing \$12,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees; and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Class Notice. You have until [REDACTED] to challenge the number of Workweeks and/or PAGA Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 10 of this Class Notice has the Administrator's contact information.
 - i. If you dispute the information about the amount of their anticipated settlement payment, you must mail the Administrator any copies of records (such as paystubs, pay checks or other records) supporting your calculation of the total number of Workweeks and/or PAGA Pay Periods you were employed in an non-exempt, hourly position in California during the relevant time period, along with a letter explaining the reasons for your dispute that also includes the last four digits of your Social Security Number. The letter must be mailed to the Administrator by the [REDACTED]. The date of the postmark will determine if the letter was timely mailed. The Administrator will review the information submitted by you along with Defendants' records and make a final determination as to the correct amount of your settlement payment. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of your allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to

calculation of Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel along with the Administrator's determination of the challenge.

6. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send a single check to every Participating Class Member including those who also qualify as Aggrieved Employees by U.S. mail. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member by U.S. mail.
3. **Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 10 of this Class Notice has the Administrator's contact information.**

7. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To do so, you must submit a written and signed letter with your full name, present address, email address or telephone number, signature, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Boyle v. United Legwear Company, LLC, et al.* (Case No. CIVDS2015276) and include your identifying information (full name, address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 10 of the Class Notice has the Administrator's contact information. If you timely request to be excluded from the Settlement, you will not be entitled to receive any payment under the Settlement, except to the extent you are Non-Participating Class Members who is eligible for an Individual PAGA payment (per above).

8. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what the Parties are asking the Court to approve. At least sixteen (16) court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court: (1) a Motion for Final Approval that includes, among other things, the reasons why the Settlement is fair; and (2) a Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment stating: (a) the amount Class Counsel is requesting as the Class Counsel Fees Payment and Class Counsel Litigation Expenses; and (b) the amount Plaintiff is requesting as the Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 10 of this Class Notice) will send you copies of these documents at no cost to you. You can also view these documents on the Administrator's website [REDACTED] or the Court's website <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales>.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and Class Representative Service Payment may wish to object. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Boyle v. United Legwear Company, LLC, et al.* (Case No. CIVDS2015276) and include your full name, present address, email address or telephone number, and signature. Section 10 of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 9 of this Class Notice for specifics regarding the Final Approval Hearing.

9. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department S-26 of the San Bernardino County Superior Court located at 247 West 3rd Street, San Bernardino, California 92415. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [REDACTED] beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

10. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at [REDACTED]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Court's website by going to <https://www.sb-court.org/divisions/civil-general-information/court-case-information-and-document-sales> and entering the Case Number CIVDS2015276. You can also go to the Court in person at the address listed in Section 9 of this Class Notice and request copies of the court documents. Copy requests must be made to the clerk at least thirty (30) minutes prior to the business office closing.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Douglas Han
Shunt Tatavos-Gharajeh
Justice Law Corporation
751 North Fair Oaks Ave., Suite 101
Pasadena, California 91103
(Tel) (818) 230-7502
(Fax) (818) 230-7259

dhan@JusticeLawCorp.com
statavos@JusticeLawCorp.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

11. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund at https://www.sco.ca.gov/upd_msg.html for instructions on how to retrieve the funds.

12. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is bitty@justicelawcorp.com

On July 24, 2024, I served the foregoing document described as

AMENDED CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

for the following case: **Boyle v. United Legwear Company, LLC et al.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-783563-20**
Court Case No.: CIVDS2015270
San Bernardino Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

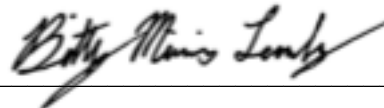
[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on July 24, 2024, at Pasadena, California.



Bitty Minnis-Lemley