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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

CHIDIMMA IGBOAKAEZE, individually,
and on behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

v.

VERA BRADLEY SALES, LLC, an
unknown business entity; VERA BRADLEY
DESIGNS, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 20STCV04294

Honorable Yvette M. Palazuelos
Department SSC9

CLASS ACTION

**DECLARATION OF EDWIN AIWAZIAN
IN SUPPORT OF PLAINTIFF'S MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiff's Motion for Preliminary Approval of
Class Action Settlement; Declaration of
Proposed Class Representative (Chidimma
Igboakaeze); and [Proposed] Order filed
concurrently herewith]

Date: June 23, 2022
Time: 10:00 a.m.
Department: SSC9

Complaint Filed: February 3, 2020
FAC Filed: July 15, 2020
Trial Date: None Set

DECLARATION OF EDWIN AIWAZIAN

I, Edwin Aiwarzian, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiff Chidimma Igboakaeze. The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EDUCATION

2. In May of 2004, I graduated from *Pepperdine University School of Law* with a Juris Doctor degree. I have extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, I have previously served as a *pro bono* mediator for the Los Angeles Superior Court. In October of 2000, I obtained a Litigation Paralegal Certificate from the *UCLA Extension Program*. During the summer of 2000, I studied Legal Writing at *Harvard University*. In April of 1999, I obtained a Bachelor of Arts degree in Communication with a concentration in Natural Sciences from *Pepperdine University*.

JUDICIAL EXTERNSHIPS

3. From approximately September 2002 to approximately December 2002, I served as a Judicial Extern to the Honorable Kim McLane Wardlaw of the *United States Court of Appeals for the Ninth Circuit*. From approximately June 2002 to approximately August 2002, I served as a Judicial Extern to the Honorable Earl Johnson, Jr. of the *California Court of Appeal for the Second Appellate District*.

LITIGATION AND CLASS ACTION EXPERIENCE

4. In December of 2004, I obtained a license to practice law from the California State Bar. From approximately December 2004 to approximately August 2008, I was employed by the law firm of *Girardi & Keese*.

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1 5. At *Girardi & Keese*, my practice focused on class actions and other complex cases
2 involving toxic torts and products liability. In addition, I gained substantial experience on cases
3 involving insurance bad faith, premises liability, and medical negligence. While employed by
4 *Girardi & Keese*, I argued approximately 100 motions, took or defended approximately 150
5 depositions, and prepared dozens of expert witnesses for deposition or trial.

6 6. Since its inception, in or around October of 2008, *Lawyers for Justice, PC* has almost
7 exclusively focused on the prosecution of consumer and employment class actions, involving
8 wage-and-hour claims, race discrimination, unfair business practices or consumer fraud.
9 Currently, we are the attorneys of record in over a dozen employment-related putative class actions
10 in both state and federal courts in the State of California. Our firm has successfully litigated cases
11 involving the executive, administrative, and other overtime exemptions to the State of California
12 and federal overtime compensation requirements. During this relatively short time, in association
13 with other law firms, we have recovered millions of dollars on behalf of thousands of individuals
14 in California.

15 **EXAMPLES OF CLASS ACTION RESULTS**

16 7. What follows are just a few examples of the type of results we have achieved on
17 behalf of our clients:

18 a) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class and representative action against a major property management company involving
20 allegations of misclassification of various “manager” positions. On September 20, 2010, the court
21 granted final approval of the class and representative action settlement. The Los Angeles County
22 Superior Court Case Number is BC400414.

23 b) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
24 and-hour class action against a national retailer involving allegations of misclassification of the
25 “Assistant Store Manager” position. On October 28, 2010, the court granted final approval of the
26 class action settlement. The Los Angeles County Superior Court Case Number is BC413498.

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1 c) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class and representative action against a national property management company
3 involving allegations of misclassification of the “Property Manager” position. On May 23, 2012,
4 the court granted final approval of the class and representative action settlement. The Los Angeles
5 County Superior Court Case Number is BC430918.

6 d) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
7 and-hour class action against a national retailer involving allegations of misclassification of the
8 “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
9 certification. On August 26, 2013, the court granted final approval of the class action settlement.
10 The Los Angeles County Superior Court Case Number is BC424012.

11 e) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
12 and-hour class and representative action against a bank, involving allegations of misclassification
13 of the “Assistant Branch Manager” position. On August 27, 2013, the court granted final approval
14 of the class and representative action settlement. The Kern County Superior Court Case Number
15 is S-1500-CV-273194-LHB.

16 f) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
17 and-hour class and representative action against a national wholesale distributor of plumbing and
18 builder supplies, involving allegations of misclassification of multiple salaried “manager”
19 positions. On May 22, 2014, the court granted final approval of the class and representative action
20 settlement. The Sacramento County Superior Court Case Number is 34-2012-00136285.

21 g) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
22 and-hour class action involving allegations of misclassification of the “Operations Manager”
23 position. On September 16, 2014, the court granted plaintiffs’ motion for class certification. The
24 Los Angeles County Superior Court Case Number is BC478769.

25 h) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
26 and-hour class and representative action against a national retailer of household items, on behalf
27 of hourly-paid or non-exempt employees. On May 27, 2015, the court granted final approval of
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1 the class and representative action settlement. The San Francisco County Superior Court Case
2 Number is CGC-13-532344.

3 i) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
4 and-hour class action involving allegations of misclassification of the salaried residential
5 “Property Manager” position. On September 17, 2015, the court granted plaintiffs’ motion for
6 class certification. The Los Angeles County Superior Court Case Number is BC474784.

7 j) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
8 and-hour class and representative action against a national retailer of upscale hardware and home
9 furnishings, on behalf of non-exempt employees. On April 28, 2016, the court granted final
10 approval of the class and representative action settlement. The Los Angeles County Superior
11 Court Case Number is JCCP4794.

12 k) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
13 and-hour class and representative action against a national retailer of apparel and fashion
14 accessories, on behalf of non-exempt employees. On August 5, 2016, the court granted final
15 approval of the class and representative action settlement. The Los Angeles County Superior
16 Court Case Number is BC488069.

17 l) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
18 and-hour class action against a national retailer of apparel, accessories, and home products,
19 involving allegations of misclassification of the “Department Manager” position. On August 12,
20 2016, the court granted plaintiffs’ motion for class certification in part and certified a class. The
21 Alameda County Superior Court Case Number is RG13680477.

22 m) Our firm represented the plaintiff in a representative action under the Private
23 Attorneys General Act, against a real estate and property management company, on behalf of non-
24 exempt employees. On November 4, 2016, the Court granted approval of the settlement. The
25 Orange County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

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1 n) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
2 and-hour class action against a full-service bank, on behalf of non-exempt employees. On
3 November 18, 2016, the court granted final approval of the class action settlement. The San
4 Francisco County Superior Court Case Number is CJC-13-004839.

5 o) Our firm represented the plaintiffs in a wage-and-hour class and
6 representative action against a foodservice distributor, on behalf of non-exempt employees. On
7 January 26, 2017, the court granted final approval of the class and representative action settlement.
8 The San Bernardino County Superior Court Case Number is CIVDS1507260.

9 p) Our firm, on behalf of the plaintiff and respondent in a PAGA representative
10 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
11 employer's motion to compel arbitration, which resulted in a published opinion by the California
12 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply*, 9
13 Cal.App.5th 439 (Cal. App. 4th Dist., Mar. 7, 2017), review denied, cert. denied (U.S. Supreme
14 Court Docket No. 17-254).

15 q) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
16 and-hour class and representative action against a consumer packaging company, on behalf of non-
17 exempt employees. On March 10, 2017, the court granted final approval of the class and
18 representative action settlement. The Los Angeles County Superior Court Case Number is
19 BC590429.

20 r) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
21 and-hour class action and representative action against a manufacturer of food service industry
22 supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final approval
23 of the class and representative action settlement. The Orange County Superior Court Case Number
24 is 30-2015-00810013-CU-OE-CXC.

25 s) Our firm represented the plaintiff in a wage-and-hour class and
26 representative action against a property management company, on behalf of non-exempt
27 employees. On June 14, 2017, the court granted final approval of the class and representative
28 action settlement. The Los Angeles County Superior Court Case Number is BC586234.

1 t) Our firm represented the plaintiffs in a wage-and-hour class action and
2 representative action against a food company on behalf of non-exempt employees. On June 30,
3 2017, the court granted final approval of the class and representative action settlement. The
4 Sacramento County Superior Court Case Number is 34-2015-00175871.

5 u) Our firm represented the plaintiffs in a wage-and-hour class action and
6 representative action against a chocolate company on behalf of non-exempt employees. On July
7 19, 2017, the court granted final approval of the class and representative action settlement. The
8 Alameda County Superior Court Case Number is RG15764300.

9 v) Our firm represented the plaintiffs in a wage-and-hour class action and
10 representative action against a manufacturer of plastic containers on behalf of non-exempt
11 employees. On October 31, 2017, the court granted final approval of the class and representative
12 action settlement. The Los Angeles County Superior Court Case Number is BC577233.

13 w) Our firm, in association with co-counsel, represented the plaintiffs in a
14 wage-and-hour class action and representative action against a property management company on
15 behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court entered an order
16 granting final approval of the class and representative action settlement. The Los Angeles County
17 Superior Court Case Number is JCCP 4819.

18 x) Our firm, in association with co-counsel, represented the plaintiffs in a wage-
19 and-hour class action and representative action against a global provider of flexible office space
20 solutions. On February 15, 2018, the court entered an order granting final approval of the class
21 and representative action settlement. The Los Angeles County Superior Court Case Number is
22 BC498401.

23 y) Our firm, in association with co-counsel, represented the plaintiff in a wage-
24 and-hour class action against a container manufacturer, on behalf of non-exempt employees. On
25 October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare County
26 Superior Court Case Number is VCU264528.

27 z) Our firm represented the plaintiffs in a wage-and-hour class and
28 representative action against a behavioral health service provider on behalf of non-exempt

employees. On November 13, 2018, the court granted final approval of the class and representative action settlement. The Alameda County Superior Court Case Number is RG16811450.

aa) Our firm, in association with co-counsel, represented the plaintiff in a representative action under the Private Attorneys General Act, against a global provider of products and services to the energy industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the Court granted approval of the settlement. The Kern County Superior Court Case Number is S-1500-CV-280215-SDC.

bb) Our firm represented the plaintiff in a wage-and-hour class action against a parking company on behalf of non-exempt employees. On September 3, 2019, the court granted the plaintiff's motion for class certification and certified a class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial Council Coordination Proceeding Number is JCCP 4886.

cc) Our firm, in association with other counsel, on behalf of the plaintiff and respondent in a PAGA representative action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a notable decision from the California Supreme Court clarifying the law and finding, in part, that employer arbitration agreements are unenforceable where they block a PAGA claim from proceeding, *ZB, N.A. v. Superior Court*, 8 Cal.5th 175 (2019).

dd) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a bank on behalf of non-exempt employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification in part and certified a class. The Alameda County Superior Court Case Number is RG15757606 and the Judicial Council Coordination Proceeding Number is JCCP 4921.

ee) Our firm represented the plaintiffs in a wage-and-hour class and representative action against a national retailer of apparel and fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted the plaintiffs' motion for class

1 certification in part and certified a class. The Sacramento County Superior Court Case Number is
2 34-2015-00175330-CU-OE-GDS.

3 ff) Our firm represented the plaintiff in a wage-and-hour class and
4 representative action against a medical equipment supplier on behalf of non-exempt employees.
5 On February 13, 2020, the court granted the plaintiff's motion for class certification and certified
6 a class. The San Bernardino County Superior Court Case Number is CIVDS1505744.

7 gg) Our firm, in association with other counsel, represented the plaintiff in a
8 wage-and-hour class and PAGA representative action against a large national drug testing
9 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
10 plaintiff's motion for class certification and certified a class. The San Diego County Superior
11 Court Case Number is 37-2018-00019611-CU-OE-CTL.

12 hh) Our firm represented the plaintiffs in a wage-and-hour class and
13 representative action against a national retailer of sportswear, footwear, and camping equipment
14 on behalf of non-exempt employees. On March 16, 2020, the court granted in part the plaintiff's
15 motion for class certification and certified a class. The Riverside County Superior Court Case
16 Number is RICJCCP4930.

17 ii) Our firm represents the plaintiff in a wage-and-hour class action against a
18 nutritional products manufacturer on behalf of non-exempt production line employees. On
19 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
20 certified a class. The Solano County Superior Court Case Number is FCS051001.

21 PRELIMINARY APPROVAL

22 8. Marked and attached hereto as "**EXHIBIT 1**" is the Stipulation of Class Action and
23 PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement") entered into by and
24 between Plaintiff Chidimma Igboakaeze ("Plaintiff"), individually and on behalf of all others
25 similarly situated and other aggrieved employees, on the one hand, and Defendants Vera Bradley
26 Sales, LLC and Vera Bradley Designs, Inc. ("Defendants"), on the other hand (collectively, the
27 "Parties"). The Parties and their counsel have approved the proposed Notice of Class Action
28 Settlement ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A" and

1 respectfully request that the Court approve it as well.

2 9. Based on information provided by Defendants, as of April 22, 2021, the Class is
3 estimated to consist of approximately one hundred sixty-three (163) individuals.

4 10. The effectiveness of Lawyers *for* Justice, PC (“Class Counsel”) in prosecuting this
5 matter has translated into tangible monetary benefits for the PAGA Members and Class Members
6 in the following respects: (1) PAGA Members and Class Members recover over a reasonably
7 short period of time as opposed to waiting additional years for the same, or possibly worse, result;
8 (2) a guaranteed result that compares favorably with other similar class action settlements of this
9 type given the strengths and weaknesses of the case; and (3) significant savings in Class Counsel’s
10 fees and/or costs that would have only increased significantly had the case progressed through
11 certification, trial, and/or appeals.

12 11. Plaintiff initiated the case over two years ago, and while litigating the case Class
13 Counsel was actively preparing the matter for class certification and trial. The Parties have
14 engaged in extensive settlement negotiations and participated in a formal, full-day mediation on
15 April 22, 2021, conducted by Jeffrey A. Ross, Esq., a well-respected mediator experienced in
16 mediating complex labor and employment matters. Prior to and during the mediation and
17 settlement discussions, the Parties exchanged extensive information and engaged in discussions
18 regarding their evaluations of the case and various aspects of the case, including but not limited
19 to, the risks and delays of further litigation, the risks to the Parties of proceeding with class
20 certification and/or representative adjudication, the law relating to off-the-clock theory, meal and
21 rest periods, PAGA representative actions, and wage-and-hour law and enforcement, as well as
22 the evidence produced and analyzed, and the possibility of appeals, among other things. During
23 all settlement discussions, the Parties conducted their negotiations at arm’s length in an adversarial
24 position. Arriving at a settlement that was acceptable to all Parties was not easy. Defendants and
25 its counsel felt strongly about their ability to prevail on the merits and at certification, and Plaintiff
26 and Class Counsel believed that they would be able to obtain class certification and prevail at trial.
27 After conducting investigations, formal and informal discovery, and exchange of information,
28 extensive settlement negotiations, and with the aid of the mediator’s evaluation, the Parties have

1 agreed that the matter is well-suited for settlement given the legal issues relating to Plaintiff's
2 principal claims, as well as the costs and risks to both sides that would attend further litigation.
3 The Settlement is a fair, reasonable, and adequate resolution of the Released Claims of Plaintiff,
4 PAGA Members, and Settlement Class Members, against the Released Parties.

5 12. The Parties used the pre-mediation time to investigate the veracity, strength, and
6 scope of the claims, and Class Counsel was preparing the action for class certification and trial.
7 Prior to engaging in mediation, Plaintiff conducted significant investigation and formal and
8 informal discovery regarding the facts of the case, including and not limited to, the exchange,
9 review, and analysis of a large volume of documents and data obtained from Defendants, Plaintiff,
10 and other sources. Class Counsel propounded multiple sets of formal written discovery requests
11 onto Defendants (specifically, Requests for Production of Documents (Set One), Special
12 Interrogatories (Sets One and Two), and Form Interrogatories-General (Set One)), and noticed
13 the depositions of Defendants' Person Most Knowledgeable designees. The volume of data and
14 documents that Class Counsel reviewed and analyzed included and was not limited to: Plaintiff's
15 employment records, a detailed sampling of Class Members' time and pay data, Defendants'
16 Associate Handbook, company policy acknowledgements, agreements (including but not limited
17 to California Meal Break Waiver Agreement), internal memoranda, job descriptions, Defendants'
18 operations and employment practices, policies (including but not limited to, Travel and
19 Entertainment Policy, Non-Exempt Associate Electronic Communications Policy, and
20 Appearance and Dress policy), and procedures (including but not limited to Defendants'
21 Attendance Incident Tab, Behavioral Rules of Conduct, and Performance Evaluations), among
22 other information and documents. Class Counsel interviewed Plaintiff and other Class Members
23 to gather facts and to identify potential witnesses. Counsel for the Parties also met and conferred
24 on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the
25 production of documents and data prior to the mediation. Class Counsel also drafted pleadings
26 and the mediation brief and prepared for and attended court proceedings, mediation, and settlement
27 negotiations, among other tasks.

28 13. Counsel for the Parties have also invested time researching and investigating the

1 applicable law, which is constantly evolving as it relates to certification, representative PAGA
2 claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement,
3 Plaintiff's claims and damages, and Defendants' defenses thereto, as well as facts discovered.
4 Based on our analysis, I submit that the result achieved in this litigation is fair, adequate, and
5 reasonable.

6 14. The Settlement provides for a Total Settlement Amount of two hundred fifty
7 thousand dollars and no cents (\$250,000.00). The Net Settlement Amount is the Total Settlement
8 Amount less the following amounts, subject to approval by the Court: Attorneys' Fees and Costs
9 to Class Counsel, Enhancement Payment to Plaintiff, Settlement Administration Costs to
10 Settlement Administrator, and LWDA Payment to the Labor and Workforce Development Agency
11 ("LWDA"). Assuming that the amounts allocated under the Settlement toward these payments
12 are awarded by the Court, the Net Settlement Amount that will be available for distribution to
13 Settlement Class Members is currently estimated to be eighty thousand five hundred dollars and
14 no cents (\$80,500.00). The Total Settlement Amount will be fully distributed in accordance with
15 the terms of the Settlement and there is no reversion to Defendants.

16 15. The Parties have agreed to retain Phoenix Settlement Administrators ("Phoenix" or
17 "Settlement Administrator") to handle the notice and settlement administration process. The
18 Parties respectfully request that the Court appoint Phoenix to handle these procedures and serve
19 as the Settlement Administrator. Defendants will provide Phoenix with a list of Class Members
20 that Defendants will compile from its records, which will include each Class Member's and PAGA
21 Member's full name; last known mailing address; Social Security Number; dates worked for
22 Defendants during the Release Period, and, if applicable, during the PAGA Period, and such other
23 information and data as necessary for the Settlement Administrator to independently calculate the
24 Workweeks ("Class List"), and Phoenix will calculate each Class Member's estimated share of
25 the Net Settlement Amount ("Individual Settlement Share") and each PAGA Member's estimated
26 share of the PAGA Penalty Amount ("Individual PAGA Payments"). Phoenix will also receive
27 requests for exclusion from the Settlement, objections to the Settlement, and disputes regarding
28 Workweeks; provide necessary reports and declarations; calculate, subtract, and transmit

1 necessary taxes and withholdings; prepare and submit informational and other tax filings and
2 documents; issue and transmit all payments provided for by the Settlement, including and not
3 limited to, mailing Individual Settlement Share checks to the Settlement Class Members and, if
4 applicable, Individual PAGA Payment checks to the PAGA Members; and perform any other usual
5 and customary duties for administering a class action settlement. Settlement Administration Costs
6 are currently estimated not to exceed seven thousand dollars and no cents (\$7,000.00) and will be
7 paid out of the Total Settlement Amount, subject to approval of the Court.

8 16. Based on investigation and information discovered, Class Counsel believes that
9 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
10 that Defendants, with respect to Plaintiff, PAGA Members, and the Class Members, *inter alia*,
11 failed to properly pay overtime and minimum wages and associated premium pay, failed to provide
12 compliant meal and rest periods and to pay associated premium pay, failed to timely pay wages
13 during employment and upon termination of employment, failed to provide compliant wage
14 statements, failed to maintain requisite payroll records, and failed to reimburse necessary business
15 expenses, and thereby engaged in unfair business practices and conduct giving rise to civil
16 penalties recoverable under the Private Attorneys General Act of 2004 (California Labor Code
17 sections 2698, et seq.). Plaintiff also asserted that Class Members and PAGA Members were
18 expected to perform similar job duties and were subject to the same or similar operations and
19 employment policies, practices, and procedures. Additionally, Plaintiff asserted that Defendants'
20 recordkeeping practices with respect to Plaintiff, PAGA Members, and the Class Members were
21 substantially the same during the time period at issue. As a result of said alleged uniform practices,
22 Plaintiff claims that the PAGA Members and Class Members, were not paid all of the
23 compensation that was owed to them by Defendants since February 3, 2016. Thus, in Class
24 Counsel's view, it is clear that the outcome of this litigation would be determined by Defendants'
25 uniform operations and employment practices, policies, and procedures that Plaintiff alleges
26 applied across its hourly-paid or non-exempt employees in California during the Release Period.

27 17. Class Counsel is aware of the defenses and position of Defendants, but believes that
28 Plaintiff could potentially obtain class certification despite many obstacles. Plaintiff has also taken

1 into account the uncertainty and risk of the outcome of further litigation, and the difficulties and
2 delays inherent in such litigation, including those involved in class certification and/or
3 representative adjudication. Plaintiff further recognizes the burdens of proof necessary to establish
4 liability for the claims asserted in the lawsuit, Defendants' defenses, and the difficulties in
5 establishing entitlement to monetary recovery. Plaintiff has also considered the Parties' settlement
6 discussions, as well as the evaluations of the mediator, who is experienced and well-regarded in
7 complex labor and employment matters.

8 18. Defendants, on the other hand, denied and continue to deny any liability and
9 wrongdoing of any kind associated with the claims alleged in the lawsuit, and further deny that
10 the lawsuit is appropriate for class treatment or representative adjudication for any purpose other
11 than this Settlement. Defendants believe that they would ultimately succeed in the matter. Both
12 sides have also had the opportunity to interview witnesses and review documents and information
13 relating to Plaintiff's, PAGA Members', and Class Members' employment with Defendants, and
14 Defendants' operations and employment policies, practices, and procedures. The Parties also
15 reviewed and analyzed a large volume of documents and data, including but not limited to a
16 detailed sampling of Class Members' and PAGA Members' time and pay information, to
17 determine the potential value and strength of the claims. The available information enabled Class
18 Counsel to estimate the potential claims of the Class and prepare damages/valuation models.
19 Accordingly, the Parties have conducted adequate investigation and discovery to be sufficiently
20 informed of the nature and extent of the Class Members' and PAGA Members' claims, and to
21 enable both sides to fully evaluate the Settlement for its fairness, adequacy, and reasonableness.
22 The Parties have agreed that the matter is well-suited for settlement given the legal issues relating
23 to Plaintiff's principal claims, as well as the costs and risks to both sides that would attend further
24 litigation. The Settlement takes into account the strengths and weaknesses of each side's position
25 and the uncertainty of how the case might have concluded at certification, trial, and/or appeals.

26 19. The Settlement Agreement provides for Class Counsel to apply for attorneys' fees
27 in an amount of up to thirty-five percent (35%) of the Total Settlement Amount
28 (i.e., \$87,500.00) and expenses and costs in an amount not to exceed thirty thousand dollars and

1 no cents (\$30,000.00), which will be paid out of the Total Settlement Amount, subject to approval
2 by the Court. It should be noted that Class Counsel has borne all of the risks and costs of litigation
3 and will not receive any compensation until recovery is obtained.

4 20. The Settlement Agreement provides for payment of up to seven thousand five
5 hundred dollars and no cents (\$7,500.00) to Plaintiff as an Enhancement Payment, to be paid out
6 of the Total Settlement Amount, subject to approval by the Court. Plaintiff spent considerable
7 time and effort to produce relevant documents and past employment records and to provide the
8 facts and evidence necessary to attempt to prove the allegations. Plaintiff was available whenever
9 Class Counsel needed her and actively tried to obtain information that would benefit the Class.
10 Accordingly, it is appropriate and just for Plaintiff to receive an Enhancement Payment, in addition
11 to her Individual Settlement Share and Individual PAGA Payment, for her services on behalf of
12 the Class.

13 21. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
14 in the best interest of the Class. Class Counsel further submits that the Settlement is within an
15 acceptable range of recovery for this type of litigation given the strengths and weaknesses of the
16 case, the inherent costs and risks of further litigation, and the costs and risks associated with class
17 certification, representative adjudication, trial, and/or appeals.

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

20 Executed on this 28th day of March 2022, at Glendale, California.

21 

22 _____
Edwin Aiwanian

EXHIBIT 1

1 **STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,” or
3 “Settlement Agreement”) is made and entered into by and between Plaintiff Chidimma Igboakaeze
4 (“Plaintiff” or “Class Representative”), on behalf of all others similarly situated and aggrieved
5 employees, and Defendants Vera Bradley Sales, LLC and Vera Bradley Designs, Inc. (collectively,
6 “Defendants”) (and collectively with Plaintiff, the “Parties”).

7 This Settlement Agreement shall be binding on Plaintiff, PAGA Members and Settlement Class
8 Members (as defined herein), and the California Labor & Workforce Development Agency (the
9 “LWDA”), and on Defendants, subject to the terms and conditions hereof and the approval of the Court.

10 **RECITALS**

11 1. On February 3, 2020, Plaintiff commenced the action entitled *Chidimma Igboakaeze v.*
12 *Vera Bradley Sales, LLC and Vera Bradley Designs, Inc.* in the Superior Court of California for the County
13 of Los Angeles, Case No. 20STCV04294 (the “Action”). On May 6, 2020, Plaintiff provided written
14 notice by certified mail to the Labor and Workforce Development Agency and Defendants of the specific
15 provisions of the California Labor Code that Defendants allegedly violated (the “LWDA Letter”). On July
16 15, 2020, Plaintiff filed the First Amended Class Action Complaint for Damages & Enforcement Under
17 the Private Attorneys General Act, California Labor Code § 2698, Et Seq. (“Operative Complaint”) against
18 Defendants, alleging causes of action for violation of (1) California Labor Code §§ 510 and 1198 (Unpaid
19 Overtime), (2) California Labor Code §§ 226.7 and 512(a) (Unpaid Meal Period Premiums), (3) California
20 Labor Code § 226.7 (Unpaid Rest Period Premiums), (4) California Labor Code §§ 1194, 1197 and 1197.1
21 (Unpaid Minimum Wages), (5) California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid, (6)
22 California Labor Code § 204 (Wages Not Timely Paid During Employment), (7) California Labor Code
23 § 226(a) (Non-Compliant Wage Statements), (8) California Labor Code § 1174(d) (Failure to Keep
24 Requisite Payroll Records), (9) California Labor Code §§ 2800 and 2802 (Unreimbursed Business
25 Expenses), (10) California Labor Code and California Business & Professions Code §§ 17200, *et seq.*,
26 and (11) civil penalties under the California Labor Code § 2698, *et seq.* (California Labor Code Private
27 Attorneys General Act of 2004) (“PAGA”), all on behalf of all current and former hourly-paid or non-
28 exempt employees who worked for Defendants within the State of California at any time since February

1 3, 2016.

2 2. Defendants deny all material allegations set forth in the Action, defined below, and have
3 asserted numerous affirmative defenses. Notwithstanding, in the interest of avoiding further litigation,
4 Defendants desire to fully and finally settle the Action and Released Claims (as defined herein).

5 3. Class Counsel in the Action diligently investigated the proposed Class Members' claims
6 against Defendants, including any and all applicable defenses and the applicable law. The investigation
7 included, *inter alia*, the exchange of information, data, and documents, and review of numerous
8 corporate policies and practices.

9 4. On April 22, 2021, the Parties participated in an all-day mediation with Jeffrey A. Ross,
10 Esq. (the "Mediator"), a respected mediator of complex wage and hour actions, and with the assistance
11 of the Mediator's evaluations, the Parties reached the Settlement that is memorialized herein. The
12 settlement discussions were conducted at arm's-length, and the Settlement is the result of an informed
13 and detailed analysis of Defendants' potential liability and exposure in relation to the costs and risks
14 associated with continued litigation. Based on the documents produced, as well as Class Counsel's own
15 independent investigation and evaluation, Class Counsel believes that the Settlement with Defendants
16 for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and
17 adequate and is in the best interest of the Class Members in light of all known facts and circumstances,
18 including the risk of significant delay and uncertainty associated with litigation and various defenses
19 asserted by Defendants.

20 5. The Parties expressly acknowledge that this Settlement Agreement is entered into solely
21 for the purpose of compromising significantly disputed claims and that nothing herein is an admission
22 of liability or wrongdoing by Defendants. If for any reason the Settlement Agreement is not approved,
23 it will be of no force or effect, and the Parties shall be returned to their original respective positions.

24 **DEFINITIONS**

25 6. The following definitions are applicable to this Settlement Agreement. Definitions
26 contained elsewhere in this Settlement Agreement will also be effective:

27 a. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for
28 Class Counsel's litigation and resolution of the Action, and all actual costs incurred and to be incurred

by Class Counsel in the Action, as set forth in Paragraph 10 below.

b. “Class Counsel” or “Plaintiff’s Counsel” mean Lawyers *for* Justice, PC, who will seek to be appointed counsel for the Class.

c. “Class List” means a complete list of all Class Members that Defendants will diligently and in good faith compile from their records and provide to the Settlement Administrator. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include each Class Member’s full name, last known mailing address, Social Security Number, dates worked for Defendants during the Release Period and, if applicable, during the PAGA Period, and such other information and data as necessary for the Settlement Administrator to independently calculate the Workweeks (as defined below).

d. “Class Member(s)” or “Class” mean all current and former hourly-paid or non-exempt employees of Defendants in California employed between February 3, 2016 through July 22, 2021.

e. “Class Notice” means the Notice of Class Action Settlement, substantially in the form attached as “**Exhibit A.**”

f. “Release Period” means the time period from February 3, 2016 through July 22, 2021.

g. “Class Representative” or “Plaintiff” mean Chidimma Igboakaeze.

h. “Class Settlement” means the settlement and resolution of the Released Claims, except for those arising under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

i. “Court” means the Superior Court of the State of California for the County of Los Angeles.

j. “Defendants” mean Vera Bradley Sales, LLC and Vera Bradley Designs, Inc.

k. “Defendants’ Counsel” means Barnes & Thornburg LLP.

l. “Effective Date” means the date when all of the following events have occurred: (1) the Settlement Agreement has been executed by all Parties, Class Counsel, and Defendants’ Counsel; (2) the Court has given preliminary approval to the Settlement; (3) the Class Notice has been mailed to the Class Members, providing them with an opportunity to object to the terms of the Class Settlement

1 or opt out of the Class Settlement; (4) the Court has held a Final Approval Hearing and entered a Final
2 Approval Order and Judgment; and (5) the later of the following events: five business days after the
3 period for filing any appeal, writ, or other appellate proceeding opposing the Court's Final Approval
4 Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been
5 filed; or, if any appeal, writ, or other appellate proceeding opposing the Court's Final Approval Order
6 and Judgment has been filed, five business days after any appeal, writ, or other appellate proceedings
7 opposing the Settlement has been finally and conclusively dismissed with no right to pursue further
8 remedies or relief.

9 m. "Enhancement Payment" means the amount to be paid to Plaintiff Chidimma
10 Igboakaeze in recognition of his effort and work in prosecuting the Action on behalf of Class Members
11 and in exchange for a general release, as set forth in Paragraph 11 below.

12 n. "Final Approval" means the determination by the Court that the Settlement is
13 fair, reasonable, and adequate, and entry of the Final Approval Order and Judgment based thereon.

14 o. "Final Approval Hearing" means the hearing at which the Court will consider and
15 determine whether the Settlement should be granted Final Approval.

16 p. "Individual PAGA Payment" means the amount payable to each Class Member
17 from the 25% portion of the PAGA Penalty Amount that is allocated to Class Members, as provided in
18 Paragraph 14(b).

19 q. "Individual Settlement Payment" means the net payment of each Settlement Class
20 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
21 withholdings with respect to the portion of the Individual Settlement Share allocated as wages, as
22 provided in Paragraph 25 below.

23 r. "Individual Settlement Share" means the *pro rata* share of the Net Settlement
24 Amount that a Class Member may be eligible to receive under the Settlement Agreement, to be
25 calculated in accordance with Paragraph 14(a).

26 s. "LWDA Payment" means the amount that the Parties have agreed to pay to the
27 California Labor and Workforce Development Agency ("LWDA") as set forth in Paragraph 13.

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1 t. “Net Settlement Amount” means the portion of the Total Settlement Amount that
2 is available for distribution to Settlement Class Members, which is the Total Settlement Amount less the
3 Court-approved Enhancement Payment, Settlement Administration Costs, PAGA Penalty Amount, and
4 Attorneys’ Fees and Costs.

5 u. “Notice of Objection” means a Class Member’s written objection to the Class
6 Settlement, which must: (a) include the case name and number of the Action; (b) include the objector’s
7 full name, signature, address, and telephone number, and the last four digits of his or her Social Security
8 number; (c) include a written statement of all grounds for the objection accompanied by any legal
9 support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the
10 objection is based; and (e) be returned by mail to the Settlement Administrator at the specified address,
11 postmarked on or before the Response Deadline.

12 v. “PAGA Members” means Plaintiff and Class Members who worked for
13 Defendants during the PAGA Period.

14 w. “PAGA Penalty Amount” means the amount that the Parties have agreed to pay to
15 settle all claims under PAGA, as set forth in Paragraph 13. From this amount, 75% will be paid to the
16 LWDA and 25% will be distributed to PAGA Members. The PAGA Payment shall be payable from the
17 Total Settlement Amount.

18 x. “PAGA Period” means the period from May 6, 2019 through July 22, 2021.

19 y. “PAGA Settlement” means the settlement and resolution of the Released Claims
20 arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

21 z. “Parties” means Plaintiff and Defendants, collectively, and “Party” means either
22 Plaintiff or Defendants.

23 aa. “Preliminary Approval” means entry of the Court order granting preliminary
24 approval of the Settlement Agreement.

25 bb. “Released Claims” means all claims under state, federal, or local law, arising out
26 of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor
27 Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on
28 the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period

premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law; and (11) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the afore-referenced claims.

cc. “Released Parties” means Defendants, and all their past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendants for the Released Claims.

dd. “Request for Exclusion” means a written letter submitted by a Class Member indicating a request to be excluded from the Class Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action; (b) be signed by the Class Member; (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion; (d) clearly state that the Class Member does not wish to be included in the Settlement; and (e) be returned by mail to the Settlement Administrator at the specified address, postmarked on or before the Response Deadline. The date of the postmark on the mailing envelope on the submission will be the exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class Member who does not submit a timely and valid Request for Exclusion will be deemed a Settlement Class Member and will be bound by all terms of the Settlement Agreement, if the Settlement is granted Final Approval by the Court. PAGA Members shall not be permitted to opt out of the PAGA Settlement.

ee. “Response Deadline” means the deadline by which Class Members must submit a Request for Exclusion, Notice of Objection, and/or dispute of the Workweeks credited to them, which shall be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the 60th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendants’

Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to extend the Response Deadline. In the event that a Class Notice is re-mailed to a Class Member, the Response Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

ff. “Settlement Administrator” means Phoenix Settlement Administrators, or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for purposes of administering this settlement. The Parties and their counsel each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

gg. “Settlement Administration Costs” means the costs payable from the Total Settlement Amount, subject to Court approval, to the Settlement Administrator for administering this settlement, as set forth in Paragraph 12 below.

hh. “Settlement Class Members” means all Class Members who do not submit a timely and valid Request for Exclusion.

ii. “Total Settlement Amount” means the amount of two hundred fifty thousand dollars and no cents (\$250,000.00) to be paid by Defendants in full resolution of all Released Claims and the Action, which includes all Attorneys’ Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Net Settlement Amount to be paid to the Settlement Class Members, and Settlement Administration Costs. The employer’s share of taxes on the wages portion of Individual Settlement Shares will be paid by Defendants separately and in addition to the Total Settlement Amount.

jj. “Workweeks” means the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California, which information will be provided to the Settlement Administrator by the Defendants. Workweeks are calculated by the Settlement Administrator, based on each Class Member and/or PAGA Member’s start and end dates of employment during the Class Period and/or PAGA Period as an hourly-paid or non-exempt employee of Defendant, divided by seven (7). Each Class Member will be credited with at least one (1) Workweek.

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1 **CLASS CERTIFICATION**

2 7. For the purposes of this settlement only, the Parties stipulate to the certification of the
3 following Class: all current and former hourly-paid or non-exempt employees who worked for
4 Defendants within the State of California at any time during the Release Period.

5 8. The Parties agree that certification for the purpose of settlement is not an admission that
6 certification is proper under Section 382 of the California Code of Civil Procedure. Should, for whatever
7 reason, the Court not grant Final Approval, the Parties' stipulation to class certification as part of the
8 Settlement shall become null and void *ab initio* and shall have no bearing on, and shall not be admissible
9 in connection with, the issue of whether or not certification would be appropriate or inappropriate in a
10 non-settlement context.

11 **TERMS OF AGREEMENT**

12 NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set
13 forth herein, the Parties agree, subject to the Court's approval, as follows:

14 9. Funding of the Total Settlement Amount. Within fifteen (15) calendar days after the
15 Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts
16 to be paid by Defendants pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar
17 days of the Effective Date, Defendants will make a one-time deposit of the Total Settlement Amount,
18 along with any employer-side tax obligations associated with the Total Settlement Amount, into a
19 settlement account to be established by the Settlement Administrator. Within seven (7) calendar days of
20 the funding of Total Settlement Amount, the Settlement Administrator will issue payments due under the
21 Settlement and approved by the Court, as follows: (a) Individual Settlement Shares to Settlement Class
22 Members; (b) Individual PAGA Payments to PAGA Members; (c) LWDA Payment to the LWDA; (d)
23 Enhancement Payment to Plaintiff; and (e) Attorneys' Fees and Costs to Class Counsel. The Settlement
24 Administrator will also issue a payment to itself for Settlement Administration Costs.

25 10. Attorneys' Fees and Costs. Class Counsel will request and Defendants will not oppose
26 attorneys' fees of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of
27 actual costs and expenses associated with Class Counsel's litigation and settlement of the Action, in an
28 amount not to exceed thirty thousand dollars (\$30,000.00) to Class Counsel, both of which will be paid

from the Total Settlement Amount subject to Court approval. These amounts will cover any and all work performed and any and all costs incurred by Class Counsel in connection with the litigation of the Action, including without limitation all work performed and costs incurred to date, and all work to be performed and all costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. With respect to the Attorneys' Fees and Costs to Class Counsel, the Settlement Administrator may purchase an annuity to utilize United States Treasuries and bonds or other attorney fee deferral vehicles, for Class Counsel. Any additional expenses for the use of attorney fee deferral vehicles by the Settlement Administrator shall be paid separately by Class Counsel and shall not be included within the Settlement Administration Costs. Should the Court approve the Attorneys' Fees and Costs in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court and the amount allocated toward the Attorneys' Fees and Costs shall be a part of the Net Settlement Amount for the benefit of Settlement Class Members. The Court awarding a lesser amount of Attorneys' Fees and Costs than set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis to cancel, void, or otherwise avoid same.

11. Enhancement Payment. In recognition of his efforts and work in prosecuting the Action, Defendants agree not to oppose or impede any application or motion for Enhancement Payment in an amount up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff Chidimma Igboakaeze. The Enhancement Payment, which will be paid from the Total Settlement Amount, subject to Court approval, will be in addition to his Individual Settlement Payment that is to be paid pursuant to the Settlement. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff for the Enhancement Payment, and Plaintiff shall be solely and legally responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received. Plaintiff agrees to indemnify and hold Defendants harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Enhancement Payment. Should the Court approve the Enhancement Payment to Plaintiff in an amount that is less than that set forth above, the difference between the lesser amount approved by the Court

1 and the amount allocated toward the Enhancement Payment will be part of the Net Settlement Amount
2 for the benefit of Settlement Class Members. The Court awarding a lesser Enhancement Payment than
3 set forth above shall have no impact on the validity of the Settlement Agreement and shall not be a basis
4 to cancel, void, or otherwise avoid same.

5 12. Settlement Administration Costs. The Settlement Administrator will be paid for the
6 reasonable costs of administration of the Settlement and distribution of payments under the Settlement,
7 which is currently estimated not to exceed seven thousand dollars (\$7,000.00). These costs, which will
8 be paid from the Total Settlement Amount, subject to Court approval, will include, *inter alia*, translating
9 the Class Notice in Spanish, printing, distributing, and tracking Class Notices and other documents for
10 this settlement, calculating and distributing payments due under the Settlement, issuing of 1099 and W-
11 2 IRS Forms and all required tax reporting, filings, withholdings, and remittances, providing necessary
12 reports and declarations, and other duties and responsibilities set forth herein to process this settlement,
13 and as requested by the Parties. To the extent actual Settlement Administration Costs are greater than the
14 estimated amount stated herein, such excess amount will be deducted from the Total Settlement Amount,
15 subject to approval by the Court. Any portion of the estimated, designated, and/or awarded Settlement
16 Administration Costs which are not in fact required to fulfill payment to the Settlement Administrator to
17 undertake the required settlement administration duties will be part of the Net Settlement Amount for
18 the benefit of Settlement Class Members.

19 13. Labor and Workforce Development Agency Payment. Subject to approval by the Court,
20 the Parties agree that the amount of thirty-seven thousand five hundred dollars (\$37,500.00) from the
21 Total Settlement Amount will be allocated toward penalties under the Private Attorneys General Act,
22 California Labor Code Section 2698, *et seq.* (i.e., PAGA Penalty Amount), of which seventy-five percent
23 (75%), or \$28,125.00, will be paid to the LWDA (i.e., the LWDA Payment) and twenty-five percent
24 (25%) or, \$9,375.00, will be distributed to PAGA Members on a *pro rata* basis, based on Workweeks
25 during the PAGA Period (i.e., Individual PAGA Payment).

26 14. Individual Settlement Share and Individual PAGA Payment Calculations. Class Members
27 shall not be required to submit a claim in order to receive a share of the Net Settlement Amount, and
28 PAGA Members shall not be required to submit a claim in order to receive a share of the PAGA Penalty

Amount, and no portion of the Total Settlement Amount shall revert to Defendants. Individual Settlement Shares and Individual PAGA Payments will be calculated and apportioned based on the Workweeks, as follows:

a. The Settlement Administrator will divide the final Net Settlement Amount by the Workweeks of all Settlement Class Members during the Release Period to yield the “Class Workweek Value,” and multiply each Settlement Class Member’s individual Workweeks during the Release Period by the Class Workweek Value to yield his or her Individual Settlement Share. If any Class Member submits a timely and valid Request for Exclusion, his or her Individual Settlement Share will remain part of the Net Settlement Amount and will proportionally increase each Settlement Class Member’s Individual Settlement Share.

b. To determine the Individual PAGA Payment for each PAGA Member, the Settlement Administrator will divide the 25% portion of the PAGA Penalty Amount attributed to PAGA Members, i.e., \$9,375.00, by the total number of Workweeks worked by all PAGA Members during the PAGA Period (“Total PAGA Workweeks”) resulting in the PAGA Workweek Value and then multiplying the PAGA Workweek Value by the number of Workweeks worked by each individual PAGA Member during the PAGA Period.

15. Settlement Awards Do Not Trigger Additional Benefits. All payments made under the Settlement shall be deemed to be paid to the payee solely in the year in which such payments actually are issued to the payee. It is expressly understood and agreed that payments made under this settlement shall not in any way entitle Plaintiff or any Settlement Class Member to additional compensation or benefits under any new or additional compensation or benefits, or any bonus, contest or other compensation or benefit plan or agreement in place during the Release Period, nor will it entitle Plaintiff or any Settlement Class Member to any increased retirement, 401K benefits or matching benefits, or deferred compensation benefits (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the Release Period).

16. Delivery of the Class List. Within twenty-one (21) calendar days of Preliminary Approval, Defendants will provide the Class List to the Settlement Administrator.

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1 17. Notice by First-Class U.S. Mail.

2 a. Within fourteen (14) calendar days after receiving the Class List from Defendants,
3 the Settlement Administrator will perform a search based on the National Change of Address Database
4 or any other similar services available, such as provided by Experian, for information to update and
5 correct for any known or identifiable address changes, and will mail a Class Notice in English and
6 Spanish (in the form attached as **Exhibit A** to this Settlement Agreement) to all Class Members via
7 First-Class U.S. Mail, using the most current, known mailing addresses identified by the Settlement
8 Administrator.

9 b. With respect to Class Notices that are returned as undeliverable on or before the
10 Response Deadline, the Settlement Administrator will search for an alternate address by way of skip-
11 trace and re-mail the Class Notice within five (5) calendar days.

12 18. Dispute Regarding Workweeks. Class Members will have an opportunity to dispute the
13 number of Workweeks to which they have been credited, as reflected in their respective Class Notices.
14 In order to dispute Workweeks, Class Members must submit a written letter to the Settlement
15 Administrator that: (a) contains the case name and number of the Action, (b) is signed by the Class
16 Member, (c) contains the full name, address, telephone number, and the last four digits of the Social
17 Security Number of the disputing Class Member, (d) clearly states that the Class Member disputes the
18 number of Workweeks credited to him or her and what he or she contends is the correct number to be
19 credited to him or her, (e) includes information and/or attaches documentation demonstrating that the
20 number of Workweeks that he or she contends should be credited to him or her are correct, and (f) is
21 returned by mail to the Settlement Administrator at the specified address, postmarked on or before the
22 Response Deadline. The date of the postmark on the mailing envelope on the submission will be the
23 exclusive means to determine whether a dispute has been timely submitted. Absent evidence rebutting
24 the accuracy of Defendants' records and data as they pertain to the number of Workweeks to be credited
25 to a disputing Class Member, Defendants' records will be presumed correct and determinative of the
26 dispute. However, if a Class Member produces information and/or documents to the contrary, the
27 Settlement Administrator will evaluate the materials submitted by the Class Member and the Settlement
28 Administrator will resolve and determine the number of eligible Workweeks that the disputing Class

Member should be credited with under the Settlement. The Settlement Administrator's decision on such disputes will be final and non-appealable.

19. Settlement Checks. The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments by way of check to the Settlement Class Members and, if applicable, the Individual PAGA Payments by way of Individual PAGA Payment check to the PAGA Members, in accordance with this Settlement Agreement. The Settlement Administrator may, at its discretion, distribute the Individual Settlement Payment and Individual PAGA Payment by way of a single check that combines both payments (if applicable). Each Settlement check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the *cy pres*, Los Angeles Legal Aid Foundation, in accordance with California Code of Civil Procedure section 384. Pursuant to Code of Civil Procedure section 384, the Court shall set a date when Plaintiff shall report to the Court the total amount that was actually paid to Settlement Class Members. After this report is received, the Court shall amend the judgment and direct the Settlement Administrator to pay the sum of the unpaid residue or unclaimed or abandoned class member funds, plus any interest that has accrued on those funds, to the Los Angeles Legal Aid Foundation. The Parties and their counsel each represent that they do not have any financial interest in the *cy pres* recipient or otherwise have a relationship with the *cy pres* recipient that could create a conflict of interest. The Settlement Administrator shall undertake amended and/or supplemental tax filings and reporting, required under applicable local, state, and federal tax laws, that are necessitated due to the cancellation of any Individual Settlement Payment checks or Individual PAGA Payment checks. All Settlement Class Members and PAGA Members shall be bound by the terms and conditions of this Settlement Agreement regardless of whether they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual PAGA Payment check or not.

20. Procedure for Requesting Exclusion from the Class Settlement. Any Class Member wishing to be excluded from the Class Settlement must submit a written Request for Exclusion to the Settlement Administrator, by mail, within the Response Deadline. The date of the postmark on the mailing envelope will be the exclusive means to determine whether a Request for Exclusion has been

1 timely submitted. The Settlement Administrator will certify jointly to Class Counsel and Defendants'
2 Counsel the Requests for Exclusion that were timely submitted, and also identify the individuals who
3 have submitted a timely and valid Request for Exclusion in a declaration that is to be filed with the
4 Court in advance of the Final Approval Hearing. Any Class Member who submits a Request for
5 Exclusion is prohibited from making any objection to the Class Settlement. Any Class Member who
6 validly requests to be excluded from the Class Settlement will not be a Settlement Class Member and
7 will not have any right to object, appeal, or comment on the Class Settlement; however, if the Class
8 Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an
9 Individual PAGA Payment, and will be bound by the PAGA Settlement regardless of whether he or she
10 has submitted a timely and valid Request for Exclusion.

11 21. Settlement Terms Bind All Class Members Who Do Not Request Exclusion. Any Class
12 Member who does not affirmatively request exclusion from the Class Settlement by submitting a timely
13 and valid Request for Exclusion (i.e., Settlement Class Members) will be bound by all of the terms of
14 the Settlement Agreement, including and not limited to those pertaining to the Released Claims, as well
15 as any judgment that may be entered by the Court if it grants Final Approval to the Settlement.

16 22. Procedures for Objecting to the Class Settlement. To object to the Class Settlement,
17 Class Members who have not opted out of the Class Settlement (i.e., Settlement Class Members) must
18 submit a timely and complete Notice of Objection to the Settlement Administrator, by mail, on or before
19 the Response Deadline. The Notice of Objection must be signed by the Settlement Class Member and
20 contain all information required by this Settlement Agreement. The postmark date will be deemed the
21 exclusive means for determining that the Notice of Objection is timely. At no time will any of the
22 Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to object to the
23 Class Settlement or appeal from the Final Approval Order and Judgment. Settlement Class Members
24 may also present their objection at the Final Approval Hearing.

25 23. Reports by the Settlement Administrator Regarding Settlement Administration. The
26 Settlement Administrator will provide Defendants' Counsel and Class Counsel a weekly report which
27 certifies: (a) the number of Class Members who have submitted a dispute of Workweeks; (b) the number
28 of Class Members who have submitted timely and valid Requests for Exclusion or timely and complete

1 Notices of Objection; and (c) the number of undeliverable and re-mailed Class Notices. Additionally,
2 the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
3 administration of the Settlement Agreement as needed or requested, and immediately notify the Parties
4 when it receives a request from an individual or any other entity regarding inclusion in the Class and/or
5 Settlement.

6 24. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to the
8 Court and counsel for all Parties.

9 25. Treatment of Individual Settlement Payments. Each Individual Settlement Share will be
10 allocated as follows: twenty percent (20%) wages and eighty percent (80%) penalties and interest. The
11 portion allocated to wages will be reported on an IRS Form W-2 and the portions allocated to interest
12 and penalties will be reported on an IRS Form-1099 by the Settlement Administrator. The Settlement
13 Administrator will withhold the employee's share of taxes and withholdings with respect to the wages
14 portion of the Individual Settlement Shares, and issue checks to Settlement Class Members for their
15 Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and
16 withholdings). Any payment for an Individual PAGA Payment will be allocated as penalties, will not
17 be subject to taxes or withholdings, and will be reported on an IRS Form-1099, if necessary. The
18 Settlement Administrator will have the option to pay the Individual Settlement Payment and Individual
19 PAGA Payment by way of a single check. The employer's share of taxes and contributions on the wages
20 portion of Individual Settlement Shares will be paid separately and in addition to the Total Settlement
21 Amount.

22 26. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
23 will be responsible for issuing to Plaintiff, Settlement Class Members, and Class Counsel any W-2, 1099,
24 or other tax forms as may be required by law for all amounts paid pursuant to this Settlement Agreement.
25 The Settlement Administrator will also be responsible for forwarding all payroll taxes, contributions,
26 and withholdings to the appropriate government authorities.

27 27. Tax Liability. Plaintiff, Class Counsel, Defendants, and Defendants' Counsel do not
28 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or

1 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and Settlement
2 Class Members understand and agree that Plaintiff and Settlement Class Members will be solely
3 responsible for correctly characterizing any compensation received under the Settlement on his/her
4 personal income tax returns and paying any and all taxes due for any and all amounts paid to them under
5 the Settlement.

6 28. Circular 230 Disclaimer. EACH PARTY TO THIS SETTLEMENT AGREEMENT (FOR
7 PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
8 SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER
9 PARTY”) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS SETTLEMENT
10 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR
11 AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS
12 INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE
13 OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
14 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
15 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS,
16 HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING
17 TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT, (B) HAS NOT
18 ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE RECOMMENDATION
19 OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND
20 (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY
21 ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY
22 BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO
23 ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
24 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES
25 (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON
26 DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX
27 STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED
28 BY THIS SETTLEMENT AGREEMENT.

1 29. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
2 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
3 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause
4 of action or right herein released and discharged.

5 30. Release of Claims by all Settlement Class Members. Upon the Effective Date and full
6 funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a timely
7 and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally
8 and forever released, settled, compromised, relinquished, and discharged the Released Parties of all
9 Released Claims that do not arise under PAGA that he or she may have or had. In addition, all Class
10 Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished,
11 and discharged the Released Parties of all Released Claims that do arise under PAGA.

12 31. General Release of Claims by Plaintiff. In addition, upon the Effective Date and full
13 funding of the Total Settlement Amount, Plaintiff will be deemed to have fully released and discharged
14 the Released Parties of and from all claims arising from his employment with Defendants, separation of
15 employment from Defendants, and any acts that have or could have been asserted in any legal action or
16 proceeding against Defendants, whether known or unknown, arising under any federal, state, or local law,
17 or statute, including, *inter alia*, those arising under the California Labor Code, Fair Labor Standards Act,
18 Americans with Disabilities Act, Title VII of the Civil Rights Act of 1964, Employee Retirement Income
19 Security Act, National Labor Relations Act, California Corporations Code, California Business and
20 Professions Code, Orders of the California Industrial Welfare Commission, California Fair Employment
21 and Housing Act, California Constitution (all as amended), and law of contract and tort, as well as for
22 discrimination, harassment, retaliation, wrongful termination, lost wages, benefits, other employment
23 compensation, emotional distress, medical expenses, other economic and non-economic damages,
24 attorney fees, and costs, arising on or before the date on which the Settlement is executed. With respect to
25 those claims released by Plaintiff in an individual capacity, Plaintiff acknowledges and waives any and all
26 rights and benefits available under California Civil Code Section 1542, which provides:

27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
28 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

1 KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER
2 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

3 Plaintiff understands and agrees that claims or facts in addition to or different from those which are now
4 known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to settle fully
5 and release all claims he now has against the Released Parties, whether known or unknown, suspected or
6 unsuspected. The Enhancement Payment will be paid to Plaintiff specifically in exchange for the general
7 release of the Released Parties from all claims, including those specified in this paragraph and a covenant
8 not to sue the Released Parties. Notwithstanding the above, the general release by Plaintiff shall not
9 extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims
10 that may not be released by law.

11 32. Duties of the Parties with Respect to Obtaining Preliminary Approval of the Settlement.

12 Upon execution of this Settlement Agreement, Plaintiff shall promptly obtain a hearing date for
13 Plaintiff's Motion for Preliminary Approval of the Settlement, which Plaintiff and Class Counsel will
14 be responsible for drafting, and submit this Settlement Agreement to the Court in support of said motion.
15 Class Counsel will provide Defendants' Counsel a draft of the Preliminary Approval Motion before the
16 filing deadline. Defendants agree not to oppose the Motion for Preliminary Approval of the Settlement
17 consistent with this Settlement Agreement. Said motion shall apply to the Court for the entry of an order
18 ("Preliminary Approval Order"), which shall be mutually agreed upon by the Parties, seeking the
19 following:

- 20 a. Conditionally certifying the Class for settlement purposes only;
- 21 b. Granting Preliminary Approval of the Settlement;
- 22 c. Preliminarily appointing Plaintiff as representative of the Class;
- 23 d. Preliminarily appointing Plaintiff's Counsel as counsel for the Class;
- 24 e. Approving, as to form and content, the mutually-agreed upon and proposed Class
25 Notice and directing its mailing to the Class by first class mail;
- 26 f. Approving the manner and method for Class Members to request exclusion from
27 or object to the Class Settlement as contained herein and within the Class Notice; and

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1 g. Scheduling a Final Approval Hearing at which the Court will determine whether
2 the Settlement should be finally approved as fair, reasonable, and adequate as to the Settlement Class
3 Members and PAGA Members.

4 33. Duties of the Parties with Respect to Obtaining Final Approval of the Settlement. After
5 the Response Deadline, and with the Court’s permission, a Final Approval Hearing will be conducted to
6 determine whether Final Approval of the Settlement should be granted, along with the amounts properly
7 payable for (a) Individual Settlement Payments; (b) Individual PAGA Payments; (c) LWDA Payment;
8 (d) Attorneys’ Fees and Costs; (e) Enhancement Payment; and (f) Settlement Administration Costs. The
9 Final Approval Hearing will not be held earlier than thirty (30) calendar days after the Response
10 Deadline. Plaintiff and Class Counsel will be responsible for drafting the motion seeking Final Approval
11 of the Settlement. Class Counsel will provide Defendants’ Counsel a draft of the Final Approval Motion
12 before the filing deadline. By way of said motion, Plaintiff will apply for the entry of the mutually-
13 agreed upon proposed order and judgment (“Final Approval Order and Judgment”), which will provide
14 for, in substantial part, the following:

15 a. Approval of the Settlement as fair, reasonable, and adequate, and directing
16 consummation of its terms and provisions;

17 b. Certification of the settlement Class;

18 c. Approval of the application for Attorneys’ Fees and Costs to Class Counsel;

19 d. Approval of the application for Enhancement Payment to Plaintiff;

20 e. Directing Defendant to fund all amounts due under the Settlement Agreement;

21 and

22 f. Entering judgment in the Action while maintaining continuing jurisdiction, in
23 conformity with California Rules of Court 3.769 and the Settlement Agreement.

24 34. Termination or Revocation of Settlement.

25 a. If five percent (5%) or more of the Class Members submit timely and valid
26 Requests for Exclusion, Defendants may elect to rescind the Settlement Agreement. Defendants must
27 exercise this right of rescission in writing that is provided to Class Counsel within twenty-one (21)
28 calendar days of the Response Deadline. If Defendants exercise this option, Defendants shall pay any

costs of settlement administration owed to the Settlement Administrator incurred up to that date.

b. If the Court finds the Total Settlement Amount to be insufficient to warrant Preliminary Approval or Final Approval of the Settlement, Defendants may, at their election, rescind the Settlement Agreement and all actions taken in furtherance of it will thereby be null and void. Defendants must exercise this right of rescission in writing that is provided to Class Counsel.

35. Effects of Termination of the Settlement. Termination of the Settlement Agreement shall have the following effects, except as otherwise specifically provided herein:

a. The Settlement Agreement shall be void and shall have no force or effect, and no Party shall be bound by any of its terms;

b. In the event the Settlement Agreement is terminated, Defendants shall have no obligation to make any payments to any Party, Class Member or attorney, except that the terminating Party shall pay the Settlement Administrator for services rendered up to the date the Settlement Administrator is notified that the Settlement has been terminated;

c. The Preliminary Approval Order, Final Approval Order and Judgment, including any order certifying the Class, shall be vacated;

d. The Settlement Agreement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions in the Action prior to the execution of the Settlement Agreement;

e. Neither this Settlement Agreement, nor any ancillary documents, actions, statements or filings in furtherance of the Settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Action or any other action for any purpose whatsoever; and

f. Any documents generated to bring the Settlement into effect, will be null and void, and any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

36. Escalator Clause. Defendant represents that, for the period of February 3, 2016 to April 22, 2021, there were no more than 8,000 Workweeks. If it is determined that the total number of Workweeks during the Release Period actually exceeds 8,000 by more than ten percent (10%), then, the

1 Total Settlement Amount will be increased on a proportional basis by the same number of percentage
2 points above ten percent (10%) (e.g., if the number of Workweeks for the time period of February 3,
3 2016 through July 22, 2021 actually exceeds 8,000 by 11% to 8,880 Workweeks, the Total Settlement
4 Amount will increase by 1%).

5 37. Continued Jurisdiction. After entry of judgment pursuant to the Settlement, the Court
6 will have continuing jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section
7 664.6 of the California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
8 enforcement of the terms of the Settlement, (b) settlement administration matters, and (c) such post-
9 judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

10 38. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
11 terms set forth in any attached exhibits, which are incorporated by this reference as though fully set
12 forth herein. Any exhibits to this Settlement Agreement are an integral part of the Settlement.

13 39. Limitation on Publicity. Plaintiff and Class Counsel will not make any public disclosure
14 of the Settlement or discuss the Settlement or this Settlement Agreement with anyone other than those
15 necessary to effectuate the filing of the Motion for Preliminary Approval. Prior to and following
16 Preliminary Approval of the Settlement, Plaintiff and Class Counsel will not have any communications
17 with any media other than to direct any media inquiries to the public records of the Action on file with
18 the Court and will not publicize the Settlement, including on social media. Class Counsel further agrees
19 not to use the settlement of the Action or any of its terms for any marketing or promotional purposes,
20 and agrees not to identify the Defendants by name on their website or for purposes of advertising.
21 Nothing herein will restrict Class Counsel from including publicly available information regarding this
22 settlement in future judicial submissions regarding Class Counsel's qualifications and experience.
23 Furthermore, Plaintiff and Class Counsel will undertake any and all disclosures required to be made to
24 the LWDA in conformity with PAGA.

25 40. Entire Agreement. This Settlement Agreement and any attached exhibits constitute the
26 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements
27 may be deemed binding on the Parties. The Parties expressly recognize California Civil Code § 1625
28 and California Code of Civil Procedure § 1856(a), which provide that a written agreement is to be

1 construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the
2 Parties agree that no such extrinsic oral or written representations or terms will modify, vary or
3 contradict the terms of this Settlement Agreement.

4 41. Interim Stay of Proceedings. The Parties agree to hold in abeyance all proceedings in the
5 Action (including with respect to California Code of Civil Procedure section 583.310), except such
6 proceedings necessary to implement and complete the Settlement Agreement, pending the Final
7 Approval Hearing to be conducted by the Court.

8 42. Waiver and Amendment. The Parties may not waive, amend, or modify any provision of
9 this Settlement Agreement except by written agreement signed by counsel for all Parties, and subject to
10 any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
11 will not constitute a waiver of any other provision.

12 43. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
13 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
14 Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant
15 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
16 effectuate the terms of this Settlement Agreement. The Parties warrant that they understand and have
17 full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement
18 will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to
19 disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality
20 provisions that otherwise might apply under state or federal law.

21 44. Signatories. It is agreed that because the members of the Class are so numerous, it is
22 impossible or impractical to have each Class Member execute this Settlement Agreement. The Class
23 Notice will advise all Class Members of the binding nature of the release of claims under the Settlement.

24 45. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
25 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

26 46. California Law Governs. All terms of this Settlement Agreement and attached exhibits
27 hereto will be governed by and interpreted according to the laws of the State of California.

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1 47. Execution and Counterparts. This Settlement Agreement is subject only to the execution
2 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
3 executed counterparts and each of them, including facsimile, electronic, and scanned copies of the
4 signature page, will be deemed to be one and the same instrument.

5 48. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
6 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
7 this settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
8 account all relevant factors, present and potential. The Parties further acknowledge that they are each
9 represented by competent counsel and that they have had an opportunity to consult with their counsel
10 regarding the fairness and reasonableness of this Settlement Agreement. In addition, the Mediator may
11 execute a declaration supporting the Settlement and the reasonableness of the Settlement and the Court
12 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not the Settlement
13 is objectively fair and reasonable.

14 49. Invalidity of Any Provision. Before declaring any provision of this Settlement
15 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
16 possible consistent with applicable precedents so as to define all provisions of this Settlement
17 Agreement valid and enforceable.

18 50. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees to sign this Settlement
19 Agreement and, by signing this Settlement Agreement, is hereby bound by the terms herein.

20 51. Non-Admission of Liability. The Parties enter into this Settlement Agreement to resolve
21 the dispute that has arisen between them and to avoid the burden, expense and risk of continued
22 litigation. In entering into this Settlement Agreement, Defendants do not admit, and specifically deny,
23 that they have violated any state, federal, or local law; violated any regulations or guidelines
24 promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements;
25 breached any contract; violated or breached any duty; engaged in any misrepresentation or deception;
26 or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement
27 Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be
28 construed as an admission or concession by Defendants of any such violations or failures to comply with

any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with state, federal, local or other applicable law.

52. Captions. The captions and paragraph numbers in this Settlement Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Settlement Agreement.

53. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed equally to the preparation of this Settlement Agreement.

54. Representation by Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel, and reviewed in full.

55. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

56. Notices. All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by overnight mail at the addresses set for below, or such other addresses as either Party may designate in writing from time to time:

To Plaintiff and Class Counsel:

Edwin Aiwanian, Esq.
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

To Defendant:

John Kuenstler, Esq.
BARNES & THORNBURG LLP
2029 Century Park East, Suite 300
Los Angeles, California 90067

57. Posting of the Final Approval Order and Judgment. The Parties shall provide the Settlement Administrator with a copy of the Final Approval Order and Judgment once it is entered by

the Court, and the Settlement Administrator shall post the Final Judgment on its website within three (3) business days of receipt. No individualized notice to the Class will be required.

58. Cooperation and Execution of Necessary Documents. All Parties and their counsel will cooperate with each other in good faith and use their best efforts to implement the Settlement, including and not limited to, executing all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement Agreement, the Parties may seek the assistance of the Mediator and then the Court to resolve such disagreement.

59. Integration Clause. This Settlement Agreement contains the entire agreement between the Parties relating to the Settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Stipulation of Class Action and PAGA Settlement between Plaintiff and Defendants:

IT IS SO AGREED.

PLAINTIFF CHIDIMMA IGBOAKAEZE

Dated: 03/18/2022, 2022

Electronically Signed 2022-03-18 20:50:30 UTC - 172.58.17.162
Chidimma Igboakaeze
Nintex Assurance® 30e0d4dc-adbb-df5c-9bda-a65c0144b090

Chidimma Igboakaeze, Plaintiff

DEFENDANT VERA BRADLEY SALES, LLC

Dated: _____, 2022

Full Name: _____

Title: _____
On behalf of Vera Bradley Sales, LLC

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////
////
////
////
////

DEFENDANT VERA BRADLEY DESIGNS, INC.

Dated: _____, 2022

Full Name: _____

Title: _____

On behalf of Vera Bradley Designs, Inc.

APPROVED AS TO FORM

LAWYERS *for* JUSTICE, PC

Dated: 03/18/2022, 2022



Edwin Aiwanian

Attorneys for Plaintiff Chidimma Igboakaeze and Proposed
Class Counsel

JOHN KUENSTLER

Dated: _____, 2022

John Kuenstler

Attorneys for Defendants Vera Bradley Sales, LLC
and Vera Bradley Designs, Inc.

DEFENDANT VERA BRADLEY DESIGNS, INC.

Dated: _____, 2022



Full Name: Mark C. Dely

Title: Chief Administrative & Legal Officer
On behalf of Vera Bradley Designs, Inc.

APPROVED AS TO FORM

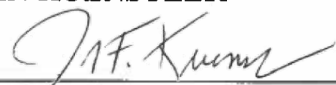
LAWYERS *for* JUSTICE, PC

Dated: _____, 2022

Edwin Aiwarzian
Attorneys for Plaintiff Chidimma Igboakaeze and Proposed
Class Counsel

JOHN KUENSTLER

Dated: _____, 2022



John Kuenstler
Attorneys for Defendants Vera Bradley Sales, LLC
and Vera Bradley Designs, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Chidimma Igboakaeze v. Vera Bradley Sales, LLC, et al.
Superior Court of California for the County of Los Angeles, Case No. 20STCV04294

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendants' records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement, and how you can request to be excluded from the class settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiff Chidimma Igboakaeze ("Plaintiff") and Defendants Vera Bradley Sales, LLC and Vera Bradley Designs, Inc. ("Defendants") (Plaintiff and Defendants are collectively referred to as the "Parties") in the case entitled *Igboakaeze v. Vera Bradley Sales, LLC, et al.*, Los Angeles County Superior Court, Case No. 20STCV04294 ("Action" or "Lawsuit"), which may affect your legal rights. On [Preliminary Approval Date], the Court granted preliminary approval of the settlement and scheduled a hearing on [date] at [time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees of Defendants in California employed at any time during the Release Period.

"Class Member" means a member of the Class.

"Class Settlement" means the settlement and resolution of the Released Claims, as defined in Section III.E below, except for those arising under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"PAGA Period" means the time period from May 6, 2019 through July 22, 2021.

"PAGA Settlement" means the settlement and resolution of the Released Claims, as defined in Section III.E below, arising under the Private Attorneys General Act, California Labor Code section 2698, *et seq.*

"Release Period" means the time period from February 3, 2016 through July 22, 2021.

II. BACKGROUND OF THE LAWSUIT

On February 3, 2020, Plaintiff Chidimma Igboakaeze commenced a putative class action lawsuit by filing the Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 20STCV04294. On May 6, 2020, Plaintiff provided written notice by certified mail ("LWDA Letter") to the California Labor and Workforce Development Agency ("LWDA") of her intent to assert claims under the California Labor Code § 2698, *et seq.* (California Labor Code Private Attorneys General Act of 2004) ("PAGA") and the basis for those claims. On July 15, 2020, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, Cal. Labor Code § 2698, *Et Seq.* (the "Operative Complaint"). Plaintiff alleges that Defendants failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices and conduct that gives rise to penalties under PAGA. Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, restitution, penalties, interest, and attorneys' fees and costs.

Defendants deny all of the allegations in the Action or that it violated any law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On **[Preliminary Approval Date]**, the Court entered an order preliminarily approving the Settlement. The Court has appointed Phoenix Settlement Administrators as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Chidimma Igboakaeze as representative of the Class (“Class Representative”), and the following Plaintiff’s attorneys as counsel for the Class (“Class Counsel”):

Edwin Aiwarzian
Arby Aiwarzian
Joanna Ghosh
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment and Individual PAGA Payment (if eligible), but you have the opportunity to request exclusion from the Class Settlement (in which case you will only receive payment of your Individual PAGA Payment, if eligible), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendants that the claims in the Action have merit or that Defendants have any liability to Plaintiff or Class Members. Plaintiff and Defendants, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. The Court has made no ruling on the merits of the Class Members’ claims and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is two hundred fifty thousand dollars (\$250,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments which are subject to approval by the Court: (1) Attorneys’ Fees and Costs consisting of attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount and reimbursement of litigation costs in an amount up to thirty thousand dollars (\$30,000.00) to Class Counsel; (2) Enhancement Payment in an amount up to seven thousand five hundred dollars (\$7,500.00) to Plaintiff for her services in the Action; (3) PAGA Penalty Amount in the amount of thirty-seven thousand five hundred dollars (\$37,500.00) allocated toward penalties under PAGA, of which 75% (i.e., \$28,125.00) will be paid to the LWDA (“LWDA Payment”) and the remaining 25% (i.e., \$9,375.00) of which will be distributed to Class Members who worked during the PAGA Period; and (4) Settlement Administration Costs in an amount not to exceed seven thousand dollars (\$7,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendants as an hourly-paid or non-exempt employee within California (“Workweeks”) during the Release Period, which will be calculated by the Settlement Administrator, based on each Class Member and/or PAGA Member’s start and end dates of employment during the Class Period and/or PAGA Period as an hourly-paid or non-exempt employee of Defendant, divided by seven (7).

The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members during the Release Period to yield the “Class Workweek Value,” and multiplied each Class Member’s individual Workweeks worked during the Release Period by the Class Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement (which is listed in Section III.C below).

Class Members may also be eligible to receive payment under the PAGA Settlement of their *pro rata* share of the 25% portion of the PAGA Penalty Amount (“Individual PAGA Payment”) based on the number of Workweeks each Class Member worked for Defendants during the PAGA Period.

The Settlement Administrator has divided the 25% portion of the PAGA Penalty Amount attributed to Class Members, i.e., \$9,375.00, by the total number of Workweeks worked by all Class Members during the PAGA Period (“Total PAGA Workweeks”), resulting in the “PAGA Workweek Value,” and multiplied the PAGA Workweek Value by the number of Workweeks worked by each individual Class Member during the PAGA Period to yield his or her Individual PAGA Payment (which is listed in Section III.C below).

Class Members who do not submit a valid and timely Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Share and, if eligible, their Individual PAGA Payment. Each Individual Settlement Share will be allocated as twenty percent (20%) wages which will be reported on an IRS Form W2; and eighty percent (80%) penalties and interest which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of Individual Settlement Shares, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, interest, and non-wage damages.

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Settlement Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendants’ Records

According to Defendants’ records:

From February 3, 2016 to July 22, 2021, you worked for Defendants as an hourly-paid or non-exempt employee within California for [REDACTED] Workweeks.

From May 6, 2019 to July 22, 2021, you worked for Defendants as an hourly-paid or non-exempt employee in California for [REDACTED] Workweeks.

If you wish to dispute the number of Workweeks credited to you, you must submit a written letter (“Workweek Dispute”) to the Settlement Administrator, which must: (a) contain the case name and number of the Action (*Igboakaeze v. Vera Bradley Sales, LLC, et al.*, Case No. 20STCV04294); (b) be signed by you; (c) contain your full name, address, telephone number, last four digits of your Social Security Number; (d) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (e) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (f) be returned by mail to the Settlement Administrator, postmarked **no later than [the Response Deadline]**, at the following address:

**Phoenix Settlement Administrators
[contact info]**

C. Your Estimated Individual Settlement Share and Individual PAGA Payment

As explained above, your estimated Individual Settlement Share is based on the number of Workweeks credited to you during the Release Period and your Individual PAGA Payment is based on the number of Workweeks credited to you during the PAGA Period.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED] and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholding with respect to the wages portion of the Individual Settlement Share. Individual Settlement Shares and Individual

PAGA Payments will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and Individual PAGA Payment reflected in this Notice are only estimates. Your actual Individual Settlement Payment and Individual PAGA Payment may be higher or lower.

D. Settlement Checks

The Settlement Administrator will be responsible for undertaking appropriate deductions, required tax reporting, and issuing the Individual Settlement Payments and Individual PAGA Payments by way of check to the Settlement Class Members and in accordance with the Settlement. When issuing payments, the Settlement Administrator may combine the Individual Settlement Payment and Individual PAGA Payment into one check if the intended recipient for both payments is one individual. Each Settlement check will be valid and negotiable for one hundred eighty (180) calendar days from the date the checks are issued, and thereafter, shall be cancelled. All funds associated with such cancelled checks will be transmitted to the **Los Angeles Legal Aid Foundation**. Settlement Class Members whose Individual Settlement Payment checks are cancelled and/or Class Members whose Individual PAGA Payment checks are cancelled shall nevertheless be bound by this Settlement Agreement.

E. Release of Claims

Upon the Effective Date and full funding of the Total Settlement Amount, Plaintiff and all Class Members who do not submit a valid and timely Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of and from all Released Claims that do not arise under PAGA that he or she may have or had. In addition, and that all Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Claims that do arise under PAGA.

“Released Claims” means all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Action and all other claims, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Action for: (1) failure to pay overtime wages; (2) failure to pay meal period premiums; (3) failure to pay rest period premiums; (4) failure to pay minimum wages; (5) failure to timely pay wages upon termination; (6) failure to timely pay wages during employment; (7) failure to provide compliant wage statements; (8) failure to keep requisite payroll records; (9) failure to reimburse necessary business expenses; (10) violation of California’s unfair competition law; and (11) civil penalties under the Labor Code Private Attorneys General Act (“PAGA”) based on the afore-referenced claims.

“Released Parties” means Defendants and all its past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendants for the Released Claims.

F. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount and reimbursement of litigation costs and expenses in an amount of up to **thirty thousand dollars (\$30,000.00)** (“Attorneys’ Fees and Costs”), subject to approval by the Court. All Attorneys’ Fees and Costs awarded by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Action on behalf of Plaintiff and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

G. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of seven thousand five hundred dollars (\$7,500.00) (“Enhancement Payment”), in recognition of her services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to her Individual Settlement Payment and Individual PAGA Payment that she is entitled to under the Settlement, subject to approval by the Court.

H. Settlement Administration Costs to the Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed seven thousand dollars (\$7,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement. Class Members may not opt out or exclude themselves from the PAGA Settlement and will automatically receive their Individual PAGA Settlement, if eligible, regardless of whether they opt out of the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by all terms of the Settlement and any judgment that may be entered by the Court based thereon, and you will release all of the Released Claims described in Section III.E above. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must submit a timely and valid written letter indicating a request to be excluded from the Class Settlement (“Request for Exclusion”) to the Settlement Administrator.

The Request for Exclusion must: (a) contain the case name and number of the Action (*Igboakaeze v. Vera Bradley Sales, LLC, et al.*, Case No. 20STCV04294); (b) be signed by you; (c) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (d) clearly state that you do not wish to be included in the Class Settlement; and (e) be returned by mail to the Settlement Administrator, postmarked **on or before [Response Deadline]**, at the address listed in Section III.B above.

If the Court grants final approval of the Settlement, any Class Member who submits a valid and timely Request for Exclusion will not be entitled to receive any payment from the Class Settlement, will not be bound by the Class Settlement (and the release of claims described in Section III.E above that do not arise under PAGA), and will not have any right to object to, appeal, or comment on the Class Settlement. Any Class Members who do not submit a valid and timely Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.E above, as well as any judgment that may be entered by the Court based thereon.

Notwithstanding the above, all Class Members who worked during the PAGA Period will receive their Individual PAGA Payment and will be bound to the PAGA Settlement, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a timely and complete written objection to the Class Settlement (“Notice of Objection”) to the Settlement Administrator.

The Notice of Objection must: (a) include the case name and number of the Action (*Igboakaeze v. Vera Bradley Sales, LLC, et al.*, Case No. 20STCV04294); (b) include contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (c) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (d) attach copies of any papers, briefs, or other documents upon which the objection is based; and (e) be returned by mail to the Settlement Administrator, at the address listed in Section III.B above, postmarked **on or before [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 9 of the Los Angeles County Superior Court, Spring Street Courthouse, located at 321 North Spring Street, Los Angeles, California 90012, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, and Settlement Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear remotely if you wish to.

Please note, due to COVID-19, there are limitations on personal appearances and telephonic appearances are an option. You can find information regarding the Court's most current COVID-19 guidelines online at: <https://www.lacourt.org/>. You can find information regarding appearing remotely through LA CourtConnect online at: <http://www.lacourt.org/lacceligibility/ui/civil.aspx?casetype=ci>. You may also be able to appear using CourtCall, and more information is available by calling (888) 882-6878 or online at: <https://courtcall.com/schedule/>. Please note that there may be deadlines to reserve a remote appearance and reservation fees or charges may apply.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Stipulation of Class Action and PAGA Settlement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**