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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

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

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

1 This matter has come before the Honorable Yvette M. Palazuelos in Department SSC9 of
2 the Superior Court of the State of California, for the County of Los Angeles, on May 4, 2022 at
3 10:00 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Chidimma Igboakaeze ("Plaintiff"), individually and on
5 behalf of all others similarly situated and other aggrieved employees and Barnes & Thornburg LLP
6 appears as counsel for Defendants Vera Bradley Sales, LLC and Vera Bradley Designs, Inc.
7 ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Stipulation of Class Action and PAGA
13 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Edwin Aiwarzian in Support of Plaintiff's Motion for Preliminary Approval of
15 Class Action Settlement. This is based on the Court's determination that the Settlement falls within
16 the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payment, PAGA Penalty Amount, Settlement
3 Administration Costs, and payments to the PAGA Members and Settlement Class Members
4 provided thereby, appear to be within the range of reasonableness of a settlement that could
5 ultimately be given final approval by this Court. Indeed, the Court has reviewed the monetary
6 recovery that is being granted as part of the Settlement and preliminarily finds that the monetary
7 settlement awards made available to the Class Members are fair, adequate, and reasonable when
8 balanced against the probable outcome of further litigation relating to certification, liability, and
9 damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel is qualified to act as counsel for Plaintiff in her individual capacity and as the representative
19 of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid or non-exempt employees of Defendants in
23 California employed between February 3, 2016 through July 22, 2021.

24 7. The Court provisionally appoints Lawyers *for* Justice, PC as counsel for the Class
25 ("Class Counsel").

26 8. The Court provisionally appoints Plaintiff Chidimma Igboakaeze as the
27 representative of the Class ("Class Representative").

28 9. The Court provisionally appoints Phoenix Settlement Administrators ("Phoenix") to

1 handle the administration of the Settlement (“Settlement Administrator”).

2 10. Within twenty-one (21) calendar days of the date of this Order, Defendants shall
3 provide the Settlement Administrator with the following information about each Class Member: full
4 name, last known mailing address, Social Security Number, dates worked for Defendants during the
5 Release Period, and, if applicable, during the PAGA Period, and such other information and data as
6 necessary for the Settlement Administrator to independently calculate the Workweeks (collectively
7 referred to as the “Class List”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
10 to Class Members and PAGA Members in the manner set forth in the Settlement Agreement. The
11 Court finds that the Class Notice appears to fully and accurately inform the Class Members and
12 PAGA Members of all material elements of the Settlement, of Class Members’ right to be excluded
13 from the Settlement by submitting an opt out request, of Class Members’ and PAGA Members’ right
14 to dispute the Workweeks credited to each of them, and of each Settlement Class Member’s right
15 and opportunity to object to the Settlement by serving an objection to the Settlement Administrator.
16 PAGA Members shall not be permitted to opt out of the PAGA Settlement. The Court further finds
17 that distribution of the Class Notice substantially in the manner and form set forth in the Settlement
18 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
19 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
20 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
21 Notice by First-Class U.S. mail to all Class Members and PAGA Members within fourteen (14)
22 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Settlement. Any Class Member may choose
25 to be excluded from the Settlement by submitting a timely written opt out request in conformity with
26 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later
27 than the date which is sixty (60) calendar days from the initial mailing of the Class Notice by the
28 Settlement Administrator (“Response Deadline”), or, in the case of a re-mailed Class Notice, the

Response Deadline will be extended by fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal, or comment thereon; however, if the Class Member worked during the PAGA Period, he or she will be a PAGA Member, will still receive an Individual PAGA Payment, and will be bound by the PAGA Settlement, regardless of whether he or she has submitted a timely and valid Request for Exclusion. Class Members who have not submitted a timely and valid request to be excluded from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department SSC9 of the Los Angeles County Superior Court, located at Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and PAGA Members; and determine whether to finally approve the requests for the Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs.

14. Class Counsel shall file a motion for final approval of the Settlement and for Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with the appropriate declarations and supporting evidence, including the Settlement Administrator's declaration, by _____, to be heard at the Final Approval Hearing.

15. To object to the Settlement, a Class Member must mail the Settlement Administrator a written notice of objection on or before the Response Deadline. The objection must be signed and must contain the information that is required, as set forth in the Class Notice, including and not

1 limited to the grounds for the objection.

2 16. The Settlement is not a concession or admission, and shall not be used against
3 Defendants as an admission or indication with respect to any claim of any fault or omission by
4 Defendants. Whether or not the Settlement is finally approved, neither the Settlement, nor any
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
7 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
9 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
10 implementation, interpretation, or enforcement of the Settlement.

11 17. In the event the Settlement does not become effective in accordance with the terms
12 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
13 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
14 vacated, and the Parties shall revert back to their respective positions as of before entering into the
15 Settlement Agreement.

16 18. The Court reserves the right to adjourn or continue the date of the Final Approval
17 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
18 Members and PAGA Members, and retains jurisdiction to consider all further applications arising
19 out of or connected with the Settlement.

20 **IT IS SO ORDERED.**

21
22 Dated: _____

By:

The Honorable YVETTE M. PALAZUELOS
Judge of the Superior Court

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.**