

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Private Attorneys General Act Settlement Agreement and Release (the "Agreement") is made by and between Plaintiff Jannet Diaz ("Plaintiff"), on behalf of herself and each of the other alleged "Aggrieved Employees" as defined herein, on the one hand, and Defendants World of Jeans & Tops and Tilly's, Inc. (collectively "Defendants" or "Tilly's") on the other hand. Plaintiff and Defendants are referred to hereafter collectively as the "Parties" and each a "Party." This Agreement supersedes and replaces version 5 of this Agreement which the Parties recently executed. Through this Agreement the Parties hereby resolve the lawsuit entitled Jannet Diaz, an individual, on behalf of herself, all aggrieved employees, and the State of California as a Private Attorneys General, Plaintiffs, vs. World of Jeans & Tops, Inc., a California corporation; Tilly's Inc., a Delaware Corporation; and DOES 1-50, inclusive, Defendants, Case No. RG20073864, filed in Alameda County Superior Court, (the "Action").

1. DEFINED TERMS

In addition to the defined terms referenced above, as used herein, the following terms are defined as:

1.1 The term "Aggrieved Employees" means all current and former hourly, non-exempt employees of Tilly's in California from June 27, 2019 (one year prior to the date of the notice to the LWDA) until the date the Court approves this Settlement.

1.2 The term "Attorneys' Fees and Cost Award" means the amount authorized by the Court to be paid to PAGA Counsel for the services they have rendered and expenses they have incurred in prosecuting the Action. PAGA Counsel shall request, and Defendants will not oppose, an award of attorneys' fees of up to \$140,000, and costs up to \$20,000. The Attorneys' Fees and Cost Award shall be paid from the Maximum Settlement Amount. PAGA Counsel will be issued an IRS Form 1099 for the Attorneys' Fees and Cost Award by the Settlement Administrator.

1.3 The term "Court" as used herein means the Superior Court of Alameda County.

1.4 The term "Effective Date" will be the last to occur of the following: (a) the date that the Court's order approving the Settlement is not subject to further judicial review; or (b) if an appeal, review, or writ is sought from the Court's order granting approval of the Settlement, the day after such order is affirmed, and the appeal, review, writ, or order is no longer subject to further judicial review. At no time will Defendants have any obligation to fund the Settlement, in whole or in part, until after this Effective Date.

1.5 The term "Enhancement Award" means Ten Thousand Dollars and Zero Cents (\$10,000.00) that Defendants have agreed to pay Plaintiff for serving as the representative in this Action. The Enhancement Award to Plaintiff will be deducted from the Maximum Settlement Amount.

1.6 The term "Maximum Settlement Amount" means an amount not to exceed Four Hundred Thousand Dollars (\$400,000.00) that will be used to fund the Qualified Settlement Fund. The Maximum Settlement Amount includes all Individual PAGA Payments to Aggrieved

Employees, the PAGA Payment to the Labor and Workforce Development Agency (“LWDA”), the Enhancement Award to Plaintiff, the Attorneys’ Fees and Cost Award, and administrative fees and costs incurred by the Settlement Administrator in administering the Settlement (hereafter “Settlement Administration Costs.”)

1.7 The term “Individual PAGA Payment” means the amount to be paid to an Aggrieved Employee pursuant to Section 7.2 of this Agreement.

1.8 The term “Net Settlement Proceeds” means the funds from the Qualified Settlement Fund available to be distributed to Aggrieved Employees under this Agreement after the payment of the following: PAGA Payment to the LWDA, the Enhancement Award to Plaintiff, the Attorneys’ Fees and Cost Award, and the Settlement Administration Costs.

1.9 The term “PAGA Payment” means the net amount to be paid by the Settlement Administrator to the LWDA and Aggrieved Employees after deduction of the Enhancement Award to Plaintiff, the Attorneys’ Fees and Costs Award, and the Settlement Administration Costs from the Maximum Settlement Amount, in full satisfaction of all released claims, rights, demands, liabilities and causes of action for civil penalties under the Private Attorneys General Act of 2004, Labor Code Sections 2698, *et. seq.* (“PAGA”) during the Settlement Period. Pursuant to PAGA, Seventy Five Percent (75%) of the PAGA Payment will be paid to the LWDA, and the remaining Twenty-Five Percent (25%) will be paid to all Aggrieved Employees. The PAGA Payment is made pursuant to Labor Code §2699(i).

1.10 The term “PAGA Counsel” means Nazo Koulloukian and the KOUL Law Firm, and Sahag Majarian, II and the law offices of Sahag Majarian II.

1.11 “Qualified Settlement Fund” shall be the fund established by the Settlement Administrator pursuant to Internal Revenue Code Section 1.468B-1.

1.12 The term “Settlement” means the settlement described in this Agreement.

1.13 The term “Settlement Administration Costs” means all costs incurred by the Settlement Administrator in administering the Settlement.

1.14 The term “Settlement Administrator” means CPT Group, Inc., the firm that the Parties mutually agree shall be responsible for the administration of the Settlement, pursuant to the terms of this Agreement.

1.15 The term “Settlement Period” means the following time period: June 27, 2019 to the date that the Court approves the Settlement.

2. SCOPE, PURPOSE, AND BENEFITS OF THE SETTLEMENT

2.1 As detailed below, this Agreement establishes a procedure to resolve all claims for penalties recoverable under PAGA arising out of or in any way relating to the facts giving rise to the claims in the Action, directly or indirectly, or PAGA claims alleged or that could have been alleged based on the facts alleged in the Action. The Parties believe that continued litigation would be protracted, expensive, uncertain, and contrary to their best interests. In light

of these realities, the Parties believe that this Settlement is the best way to resolve the disputes between them.

2.2 The Parties believe this Agreement constitutes a fair and reasonable settlement of the Action and have arrived at this Agreement in arms-length negotiations, taking into account all relevant factors, present and potential, and will so represent to the Court. This Settlement was reached after an exchange of all relevant information and extensive negotiations. In addition, the Parties have conducted significant investigation of the facts and law concerning this Action.

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this dispute. The Action includes claims that, while Defendants deny them in their entirety, would, if proven, authorize the Court to grant relief pursuant to the California laws cited therein. If the Settlement is approved, the Court will retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Agreement and all orders and judgments entered in connection therewith, and the Parties hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this Agreement and all orders and judgments entered in connection therewith.

4. STATEMENT OF NO ADMISSION

4.1 The Parties agree that this Agreement reflects their good faith compromise of the claims raised by Plaintiff, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel. This Agreement does not constitute, is not intended to constitute, and will not be deemed to constitute, an admission of liability by Defendants as to the merits, validity, or accuracy of any of the allegations or claims made against them in the Action.

4.2 Neither this Agreement, nor any action taken or made in implementation thereof, nor any statements, discussions or communications, nor any materials prepared, exchanged, issued or used during the course of the negotiations leading to the Agreement, is intended by the Parties (nor will any of the foregoing constitute, be introduced, be used or be admissible in any way in this case or any other judicial, arbitral, administrative, investigative or other forum or proceeding) as evidence of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Agreement may be used in any proceeding that has as its purpose the interpretation, implementation, or enforcement of the Agreement or any orders or judgments of the Court entered into in connection therewith.

4.3 Evidence produced or created by the Parties in connection with the Settlement procedure do not constitute, are not intended to constitute, and will not be deemed to constitute, an admission by Defendants of any violation of any federal, state, or local law, statute, ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity.

4.4 In the event that this Settlement is not approved by the Court, is terminated, or otherwise fails to be enforceable, Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action.

5. AMENDMENT OF COMPLAINT

Within seven (7) days of the execution of this Agreement, the Parties shall jointly file a stipulation to file a first amended complaint which shall be identical to the original complaint, except that the first amended complaint will include a claim under Labor Code Section 2802 for failure to reimburse business expenses in accordance with Plaintiff's "Amended LWDA PAGA Correspondence" which Plaintiff previously provided to the LWDA.

6. WAIVER AND RELEASE

6.1 Release and Waiver of Claims by Aggrieved Employees. Upon the Effective Date, all Aggrieved Employees, and their successors, assigns, and/or agents, shall be deemed to have fully and finally released and discharged each of the Defendants and each of their respective past or present officers, directors, members, shareholders, employees, agents, principals, heirs, representatives, attorneys, accountants, auditors, consultants, insurers and reinsurers, successors and predecessors in interest, subsidiaries, affiliates, and parent companies (collectively, the "Released Parties"), from the "Released Claims." For purposes of this Agreement, the "Released Claims" are defined as all claims for penalties recoverable under PAGA arising out of or in any way relating to the facts giving rise to any of the claims in the Action, directly or indirectly, or PAGA claims alleged or that could have been alleged based on the facts alleged in the Action, including claims and potential claims for penalties recoverable under PAGA concerning (i) the failure to pay wages, minimum wage, straight time compensation, overtime compensation, double-time compensation; (ii) the failure to provide compliant meal periods and/or premium compensation; (iii) the failure to provide compliant rest periods and/or premium compensation; (iv) the failure to timely pay all wages owed during employment; (v) the failure to timely pay all wages owed upon termination of employment; (vi) the failure to provide accurate or compliant itemized wage statements; (vii) the failure to provide suitable seating; (viii) the failure to reimburse business expenses; (ix) the failure to maintain any required records; (x) any claims for penalties recoverable under PAGA predicated upon Labor Code §§ 201-204, 208, 210, 212, 213, 218.5, 218.6, 221, 223, 224, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, or any sections of the applicable Wage Order; and (xi) any other PAGA penalty claims whatsoever alleged in the Action arising from the Aggrieved Employees' employment with Defendants, whether known or unknown, from and including June 27, 2019 up to and including the date the Court approves the Settlement of the Action.

7. COMPUTATION AND DISTRIBUTION OF PAYMENTS

7.1 Maximum Settlement Amount. Defendants agree to pay Four Hundred Thousand Dollars and No Cents (\$400,000.00) on an all-in, non-reversionary basis to settle the Action and to resolve all claims, penalties, attorneys' fees, costs, administrative fees, and interest. In no event shall Defendants be liable for more than Four Hundred Thousand Dollars and No Cents (\$400,000.00) as a result of this Settlement. For the time period of June 27, 2019 to October 3, 2020, the number of Aggrieved Employees is estimated to be approximately 5,592, and the number of pay periods is estimated to be approximately 67,197. It is anticipated that the number of Aggrieved Employees and pay periods will increase up to the date the Court approves the Settlement. The Parties agree that the Maximum Settlement Amount should be sufficient to

account for any increase in the number of Aggrieved Employees and pay periods from October 3, 2020 until the Court approves the Settlement, and that Defendants will not be obligated to increase the Maximum Settlement Amount. It is expressly understood that if the Court awards less than the total amounts requested by PAGA Counsel for attorneys' fees and costs, the difference in any such amounts will be added to the PAGA Payment for distribution to the LWDA and Aggrieved Employees in accordance with Section 1.9, and PAGA Counsel will not be permitted to void or cancel the Settlement as a result of any such reduction in attorneys' fees or costs.

7.2 Individual PAGA Payments to Aggrieved Employees. The Parties have agreed that the Net Settlement Proceeds or NSP (as defined in Section 1.8) shall be divided up and paid to the Aggrieved Employees on a pro-rata basis based on the number of pay periods that each Aggrieved Employee worked during the Settlement Period divided by the total number of pay periods worked by all Aggrieved Employees during the Settlement Period, as expressed in the following formula:

$$\text{Individual PAGA Payment} = \text{NSP} \times \frac{\text{Number of pay periods worked by Aggrieved Employee}}{\text{Total pay periods worked by all Aggrieved Employees}}$$

Only pay periods in which an Aggrieved Employee worked at Tilly's in California will be included in the above formula. The Settlement Administrator's determination of eligibility for, and the amounts of, any Individual PAGA Payments under the terms of this Agreement, shall be conclusive, final, and binding on all Aggrieved Employees, including Plaintiff. The Settlement Administrator will issue each Aggrieved Employee a check for his or her share of the PAGA Payment along with an explanatory letter attached hereto as Exhibit A. Checks will remain negotiable for 180 days. Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after issuance will be tendered to the California State Controller's Unclaimed Property Fund. For tax purposes, all Individual PAGA Payments to Aggrieved Employees will constitute penalties and will be reported on an IRS Form-1099, which the Settlement Administrator will provide to Aggrieved Employees as required by law. No person or entity shall have any claim against Defendants, Defendants' Counsel, Plaintiff, any Aggrieved Employees, PAGA Counsel, or the Settlement Administrator based upon distributions and payments made in accordance with this Agreement.

7.3 Funding and Distribution Schedule. Defendants shall deposit into the Qualified Settlement Fund within 30 days after the Effective Date (as defined in Section 1.4) the Maximum Settlement Amount, composed of the following: (1) the PAGA Payment to the LWDA; (2) the Individual PAGA Payments to Aggrieved Employees; (3) the Enhancement Award to Plaintiff; (4) the Attorneys' Fees and Cost Award to PAGA Counsel; and (5) the Settlement Administration Costs. Upon the funds being deposited into the Qualified Settlement Fund, the funds will be promptly distributed by the Settlement Administrator in accordance with the terms of this Agreement but by no later than fifteen (15) days after the funds are deposited.

7.4 Enhancement Award to Plaintiff. Any portion of the Enhancement Award not approved by the Court shall be added to the PAGA Payment (as defined in Section 1.9) available

for the payment of PAGA penalties. Plaintiff shall not be permitted to void or cancel the Settlement as a result of any reduction in the amount of the Enhancement Award approved by the Court, if any. The Settlement Administrator shall issue an IRS Form 1099 to Plaintiff reflecting the amount of any Enhancement Award approved by the Court, if any.

7.5 Attorneys' Fees and Costs. The amounts awarded by the Court shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. The Settlement Administrator shall issue an IRS Form 1099 to PAGA Counsel reflecting the awarded attorneys' fees, costs and expenses. Should Plaintiff and/or PAGA Counsel request a lesser amount for attorneys' fees and/or the Court approves a lesser amount, the difference shall be added to the PAGA Payment (as defined in Section 1.9) available for the payment of PAGA penalties, and PAGA Counsel will not be permitted to void or cancel the Settlement as a result of any such reduction in attorneys' fees. In consideration of their awarded attorneys' fees and costs, PAGA Counsel waives all claims to any further attorneys' fees, costs or expenses in connection with the litigation of the Action. Plaintiff, PAGA Counsel, and Aggrieved Employees shall assume full responsibility and liability for the payment of taxes due on such awards.

Defendants' payment of the Attorneys' Fees and Cost Award to PAGA Counsel shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm for attorneys' fees, costs, expenses in the Action incurred by any attorney on behalf of the Plaintiff and the Aggrieved Employees, and shall relieve Defendants, the Settlement Administrator, and Defendants' counsel of any other claims or liability to any other attorney or law firm for any attorneys' fees, costs, or expenses to which any of them may claim to be entitled on behalf of the Plaintiff and/or the Aggrieved Employees.

7.6 Settlement Administrator. The estimate of costs of administration for the disbursement of the Maximum Settlement Amount is up to \$30,000. Any amount awarded for costs of administration to the Settlement Administrator less than \$30,000 will result in the non-awarded amount being added to the PAGA Payment (as defined in Section 1.9) available for the payment of PAGA penalties. This estimate includes the required tax reporting on the Settlement amounts, including the issuing of 1099 Forms. Ten (10) court days prior to the approval hearing, the Settlement Administrator shall provide the Court and Counsel a declaration providing, among other things, the total of its charges for services rendered and the anticipated future charges beyond the date of approval.

The Settlement Administrator shall, in accordance with the terms and provisions of this Agreement, do the following: calculate and mail to the LWDA its share of the PAGA Payment; calculate and mail to the Aggrieved Employees the Individual PAGA Payments along with the letter substantially in the form of Exhibit A, attached hereto; pay any applicable state and/or federal taxes; resolve any disputes regarding the calculation of the Individual PAGA Payments; mail to the Plaintiff any Enhancement payment approved by the Court; calculate and disburse any awards of attorneys' fee and costs approved by the Court; issue 1099 Forms; and perform such other tasks necessary to effectuate the terms of this Agreement or as the Parties mutually agree or the Court orders the Parties to perform.

Any disputes relating to the Settlement Administrator's ability and need to perform its duties shall be referred to the Court.

8. INTEREST

8.1 The Maximum Settlement Amount includes any and all interest accruals and no additional interest shall be due under any circumstances.

9. TAXATION

9.1 Plaintiff and Aggrieved Employees represent and warrant that they understand that it is their sole obligation to pay appropriate federal, state, and local income taxes on any amounts they receive under this Agreement that lawfully qualify as taxable income.

9.2 Neither the Parties nor their respective counsel provide or purport to provide any tax advice to the Aggrieved Employees in connection with this Agreement or otherwise. The Parties agree that they shall not rely upon any terms of this Agreement for the purpose of determining or avoiding federal, state, or local tax obligations.

10. COURT'S APPROVAL

10.1 Plaintiff will promptly move the Court for approval of the Settlement pursuant to Labor Code § 2699(I). The Parties agree to use their best efforts to obtain approval as quickly as possible, to the extent not inconsistent with the terms of this Agreement, and will not take any action adverse to each other in obtaining the Court's approval of the Agreement in all respects. The Parties agree to a stay of all trial court proceedings in the Action, including but not limited to all pending deadlines (discovery or otherwise) that may currently apply to any party in the Action.

10.2 In the event an appeal or petition for writ of mandamus is filed from the Court's order granting approval of the Settlement, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

11. PUBLICITY

The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press about the amount or terms of the Settlement. PAGA Counsel may respond to press inquiries by stating the matter has been resolved and refer the press to court filings. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials specifying any material terms relating to the Settlement of this case, including but not limited to any postings that mention or identify Defendants in any manner on any websites maintained by PAGA Counsel. No claims administrator shall host nor publish any website in association with this Settlement. Any communication about the Settlement to Aggrieved Employees prior to the Court-approved mailing will be limited to a statement that a settlement has been reached and the details will be communicated in a forthcoming Court-approved notice.

Plaintiff is prohibited from discussing the terms of the Settlement with third parties other than (1) her immediate family members, (2) her accountants or lawyers as necessary for tax purposes, and (3) the California LWDA, DLSE or DIR. With regard to the status of the claims Plaintiff made or could have made in the Action, Plaintiff may communicate to others only that

the matter was resolved by mutual agreement, and that she is not free to comment upon the terms.

12. INAPPLICABILITY OF CALIFORNIA CIVIL PROCEDURE CODE SECTION 384

The Parties agree that California Civil Procedure Code (“CCP”) section 384 is not applicable to the Maximum Settlement Amount. Neither Plaintiff nor PAGA Counsel shall take, or cause any other person to take, a position before the Court that CCP section 384 applies to the Maximum Settlement Amount.

13. MISCELLANEOUS PROVISIONS

13.1 Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

13.2 Interpretation of the Agreement. The Agreement will be interpreted and enforced under the laws of the State of California without regard to its conflict of law provisions.

13.3 Final Agreement. This Agreement constitutes the exclusive and final understanding and expression of all agreements between the Parties with respect to the resolution of the Action and supersedes all prior agreements and understandings between the Parties relating to the subject matter hereof. Plaintiff, on Plaintiff’s own behalf and as a representative for the Aggrieved Employees, and Defendants enter into this Agreement based solely upon its terms and not in reliance upon any representations or promises other than those contained in this Agreement. The Agreement may be modified only by a writing signed by the Parties, or their successors, and approved by the Court.

13.4 Counterparts/Facsimile/Electronic. The Agreement may be executed in one or more actual, telecopied or electronic counterparts, all of which will be considered one and the same instrument and all of which will be considered duplicate originals. A signature on this Agreement delivered by facsimile or electronically shall be as legally binding as an original signature, although the Parties will provide original signatures to each other for their records.

13.5 Authority. Counsel for all Parties represent and warrant they are expressly authorized by the Parties whom they represent to negotiate this Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effectuate the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties shall seek the assistance of the Court to resolve such disagreement. The persons signing this Agreement on behalf of Defendants represent and warrant that they are authorized to sign this Agreement on behalf of Defendants.

13.6 No Effect on Employee Benefits. The Individual PAGA Payments paid to Plaintiff and the Aggrieved Employees shall be deemed not to be pensionable earnings and shall

not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of Plaintiff or any Aggrieved Employee. The payment of the Individual PAGA Payments to Aggrieved Employees does not represent any modification of Aggrieved Employees' previously credited hours of service or other eligibility criteria under any employee pension benefit plan or employee welfare benefit plan sponsored by Defendants. Further, any Individual PAGA Payment shall not be considered "compensation" in any year for purposes of determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.

13.7 No Injunctive Relief. Defendants shall not be required to enter into any consent decree, nor shall Defendants be required to agree to any provision for injunctive relief, or to modify or eliminate any of its personnel, compensation, or payroll practices, or adopt any new personnel, compensation, or payroll practices.

13.8 Binding on Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

13.9 Cooperation and Drafting. Each of the Parties has cooperated in the drafting and preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall not be construed against any of the Parties.

13.10 Invalidity of Any Provision. Before declaring any provision of this Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

13.11 Defense. To the extent permitted by law, this Settlement may be pleaded as a full and complete defense to, and may be used as the basis for an injunction against, any action, suit, or other proceedings that has been or may be instituted, prosecuted, or attempted with respect to the Released Claims in breach of or contrary to this Settlement.

The Parties also agree that in the event the Court does not approve the Settlement, the Parties will work in good faith to amend the Settlement to comport with the Court's instructions and will re-submit it as necessary to obtain Court approval. However, under no circumstances will Defendants be required to increase the Maximum Settlement Amount of the Settlement. In the event that the Court reduces the attorneys' fees portion of the Settlement, the difference between the attorneys' fees sought and attorneys' fees awarded will be added to the PAGA Payment for distribution to the LWDA and Aggrieved Employees in accordance with Section 1.9, and PAGA Counsel will not be permitted to void or cancel the Settlement as a result of any such reduction in attorneys' fees.

WHEREFORE, Plaintiff, as representative of herself and all Aggrieved Employees, and Defendants have executed this Agreement as of the dates set forth below.

5/21/2021
Dated: May __, 2021

PLAINTIFF

DocuSigned by:

JANNET DIAZ

Dated: May 27, 2021

DEFENDANT

WORLD OF JEANS & TOPS

By: [Signature] MIKE HENRY
Its: EVP CFO

Dated: May 27, 2021

DEFENDANT

TILLY'S, INC.

By: [Signature] MIKE HENRY
Its: EVP CFO

APPROVED AS TO FORM:

Dated: May 21, 2021

KOUL LAW FIRM

By

[Signature]
NAZO KOULLOUKIAN

Attorneys for Plaintiff JANNET DIAZ

Dated: May 21, 2021

LAW OFFICES OF SAHAG MAJARIAN II

By

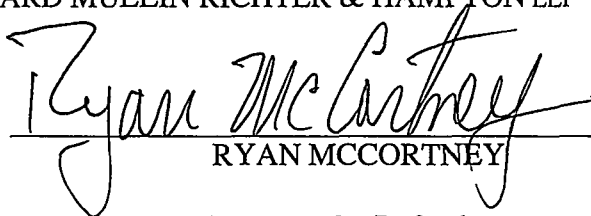
[Signature]
SAHAG MAJARIAN, II

Attorneys for Plaintiff JANNET DIAZ

Dated: May 27, 2021

SHEPPARD MULLIN RICHTER & HAMPTON LLP

By



RYAN MCCORTNEY

Attorneys for Defendants
WORLD OF JEANS & TOPS
and TILLY'S, INC.