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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO

LUIS PALENCIA CABA,

Plaintiff,

vs.

CALERES, INC., a New York corporation,
BG RETAIL, LLC, a Delaware corporation,
KATHY MARTIN, an individual, and
DOES 1-10,

Defendants.

MARIA GAMEZ-MARTINEZ, an
aggrieved employee pursuant to the Private
Attorneys General Act,

Plaintiff,

vs.

BG RETAIL, LLC, a Delaware limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 34-2021-00301944

Assigned for all purposes to Jill H. Talley,
Dept. 27

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT AND
RELEASE**

Complaint Filed: June 4, 2021
Trial Date: None Set

San Bernardino County Superior Court Case
No. CIVSB2028631

Complaint Filed: December 18, 2020

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**JOINT STIPULATION OF CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE**

Subject to Court approval, this Joint Stipulation of Class Action and PAGA Settlement and Release ("Settlement," "Settlement Agreement," or "Agreement") is made and entered into by and between Plaintiffs Luis Palencia Caba and Maria Gamez-Martinez ("Plaintiffs" or "Class and PAGA Representatives"), as individuals and on behalf of all others similarly situated, and Defendants Caleres, Inc., BG Retail, LLC ("Defendants"). (Plaintiffs and Defendants are referred to collectively as the "Parties.")

DEFINITIONS

The following definitions are applicable to this Settlement Agreement as are definitions elsewhere in this Settlement Agreement:

1. "Action" or "Actions" means the action entitled *Maria Gamez-Martinez v. BG Retail, LLC*, commenced on December 18, 2020, in the Superior Court of the State of California for the County of San Bernardino, Case No. CIVSB2028631, as well as *Luis Palencia Caba v. Caleres, Inc., et al.*, commenced on June 4, 2021, in the Superior Court of the State of California for the County of Sacramento, Case No. 34-2021-00301944.

2. "Attorneys' Fees and Costs" means attorneys' fees approved by the Court for Plaintiffs' Counsel's litigation and resolution of the Actions, and all costs incurred and to be incurred by Plaintiffs' Counsel in the Actions and approved by the Court, including, but not limited to, costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court's approval of the Settlement, administering the Settlement, obtaining entry of the Judgment in the Actions, and expenses for any experts and/or consultants. Attorneys' Fees and Costs shall be paid to Class and PAGA Counsel, the Law Offices of Mark Yablonovich, Gibbs Law Group LLP, and Douglas Law Offices. Plaintiffs intend to submit, and Defendants do not intend to oppose, an application to the Court for Attorneys' Fees in the amount of up to Eight Hundred Sixty-Six Thousand Six Hundred Sixty-Six Dollars (\$866,666) and Costs up to Fifty-Two Thousand Dollars (\$52,000) to Plaintiffs' Counsel.

1 3. “Class and PAGA Counsel” or “Plaintiffs’ Counsel” means the Law Offices of
2 Mark Yablonovich, Gibbs Law Group LLP, and Douglas Law Offices.

3 4. “Class Member and PAGA Group Member List and Data” means an electronic
4 database containing a complete list of all Class Members and PAGA Group Members that
5 Defendants will provide to the Settlement Administrator within 14 calendar days after
6 Preliminary Approval of this Settlement. The Class Member and PAGA Group Member List
7 and Data shall contain, to the extent such information is available in Defendants’ electronic
8 recordkeeping systems, all Class Members’ and PAGA Group Members’ full names, last known
9 addresses, Social Security Numbers, and the total number of workweeks each employee
10 recorded performing any compensable work for Defendants as a non-exempt employee in
11 California during the Class Period, and the total number of pay periods each employee recorded
12 performing any compensable work for Defendants as a non-exempt employee in California
13 during the PAGA Settlement Period.

14 5. “Class Member(s)” means all non-exempt employees of Defendants employed at
15 any Famous Footwear retail store location in California at any time from June 4, 2017 through
16 November 30, 2022.

17 6. “Class Member Payment” or “Class Member Payment Amount” means each
18 Class Member’s share of the Net Settlement Amount, to be distributed to each of the Class
19 Members who do not submit a Request for Exclusion.

20 7. “Class Release Period” or “Class Settlement Period” means the period from June
21 4, 2017 through November 30, 2022.

22 8. “Class and PAGA Representative Enhancement Payments” means the amounts to
23 be paid to Plaintiffs in recognition of their effort and work in prosecuting the Actions on behalf
24 of Class Members and Aggrieved Employees, as well as the state of California, and for their
25 general release of claims except as provided for separately. The Class and PAGA
26 Representative Enhancement Payments are separate and apart from any money Plaintiffs are
27 entitled to as a Class Member and a PAGA Group Member. Defendants do not intend to oppose
28 Plaintiffs’ application to the Court for a Class and PAGA Representative Enhancement

1 Payments of up to Ten Thousand Dollars (\$10,000) each.

2 9. "Complaint(s)" means the operative complaint filed in the Actions for violations
3 of California Labor Code. The Complaint will be amended as part by this Stipulation pursuant
4 to Paragraph 43.a.

5 10. "Consolidated Second Amended Complaint," "SAC," or "Amended Complaint"
6 means the operative complaint filed or to be filed in the *Palencia Caba* Action pursuant to
7 Paragraph 43.a. by Plaintiffs against Defendants alleging any and all claims that were asserted
8 during the mediation, including the following class claims: (i) Failure to Pay Minimum and
9 Overtime Wages (Cal. Lab. Code §§ 204, 223, 224, 510, 1182.12, 1194, 1194.2, 1197, 1197.1,
10 and 1198); (ii) Failure to Provide Meal and Rest Breaks and Pay Meal and Rest Break
11 Premiums (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iii) Failure to Provide Accurate
12 Paystubs (Cal. Lab. Code §§ 226 and 1198); (iv) Waiting Time Penalties (Cal. Lab. Code §§
13 201, 202, and 203); (v) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab.
14 Code §§ 2800 and 2802); (vi) Failure to Pay Split Shift Premiums (Cal. Lab. Code §§ 1198);
15 and (vii) claims under California Business & Professions Code Sections 17200 *et seq.* (the
16 "UCL") relating to or arising out of the above alleged claims (i)-(vi); and (viii) all damages,
17 penalties, interest, attorneys' fees and costs, and other amounts recoverable for claims (i)-(vi);
18 under California and federal law, to the fullest extent permissible by law, including but not
19 limited to the California Labor Code, the applicable Wage Orders, and the UCL during the Class
20 Settlement Period; and the following non-class PAGA claims for civil penalties: (i) Overtime
21 Violations (Cal. Lab. Code §§ 510 and 1198); (ii) Minimum Wage Violations (Cal. Lab. Code
22 §§ 204, 223, 224, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (iii) Meal Period Violations
23 (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iv) Rest Period Violations (Cal. Lab. Code §§
24 226.7 and 1198); (v) Inaccurate Wage Statements (Cal. Lab. Code §§ 226(a) and 1198); (vi)
25 Failure to Timely Pay All Earned Wages Upon Termination (Cal. Lab. Code §§ 201, 202, and
26 203); (vii) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab. Code §§
27 2800 and 2802); (viii) Failure to Pay Split Shift Premiums (Cal. Lab. Code § 1198); (ix) Failing
28 to Provide Suitable Seating (Cal. Lab. Code § 1198); and (x) Failure to Provide Written Notice

1 of Information Material to Employees' Employment (Cal. Lab. Code §§ 2810.5(a)(1)(A)-(C)
2 during the PAGA Period. The Amended Complaint will be lodged along with Plaintiffs' Motion
3 for Preliminary Approval of the Settlement and Plaintiffs will request that it be deemed filed as
4 of the granting of Final Approval. All allegations in the Amended Complaint shall be deemed
5 denied by Defendants without the necessity of Defendants filing an answer to the Amended
6 Complaint or any other pleading in the Action.

7 11. "Court" means the Superior Court of the State of California for the County of
8 Sacramento or any other Superior Court of the State of California taking jurisdiction of the
9 Action.

10 12. "Defendants" means Defendants Caleres, Inc., and BG Retail, LLC.

11 13. "Defendants' Counsel" means CDF Labor Law LLP.

12 14. "Effective Date" means the date on which all of the events described in (a)-(c)
13 that follow have occurred: (a) the Court has conducted the Final Settlement Approval Hearing
14 and fully and finally approved all material terms of this Agreement; (b) the Court enters the
15 Final Approval Order granting final approval of this Agreement, enters an appropriate
16 Judgment, and the time period to appeal the Judgment has been exhausted without any appeals
17 having been filed; (c) to the extent a timely appeal was filed, all such appeals have been
18 voluntarily or involuntarily dismissed (other than an appeal limited solely to a challenge to the
19 denial or reduction in the amount of requested attorneys' fees and/or enhancement payments to
20 the named Plaintiffs), or the appropriate appellate court or the appellate courts have entered a
21 final judgment affirming the Final Approval Order and Judgment without material modification
22 and the final judgment of such appellate court or courts is no longer subject to any further
23 appellate challenge or procedure. In the event the Court does not enter Preliminary or Final
24 Approval, or Judgment does not become final, the Parties are responsible for the cost incurred
25 by the Settlement Administrator as follows: (1) 50% Defendants; and (2) 50% Plaintiffs.

26 15. "Final Approval" means the date on which the Court enters an order granting
27 final approval of the Settlement Agreement.

28 16. "Gross Settlement Payment" or "GSP" means the settlement amount of Two

1 Million Six Hundred Thousand Dollars (\$2,600,000), to be paid by Defendants in full
2 satisfaction of all Released Class Claims and Released PAGA Claims arising from the Actions.
3 This GSP is a maximum “all-in” number that includes all payments to the proposed Class
4 Members, the Labor and Workforce Development Agency (“LWDA”), and the allegedly
5 aggrieved employees, service payments, attorneys’ fees and costs, and expenses of settlement
6 implementation and administration approved by the Court, which includes all Individual
7 Settlement Payments to Settlement Group Members, Attorneys’ Fees and Costs to Plaintiffs’
8 Counsel, the Class and PAGA Representative Enhancement Payments to Plaintiffs, the PAGA
9 Settlement Amount to the LWDA and the PAGA Group Members, and Settlement
10 Administration Costs to the Settlement Administrator. Defendants shall pay any applicable
11 payroll taxes on the wage component of the settlement awards separately and in addition to the
12 GSP. Defendants will not be liable for more than the GSP except as otherwise expressly set
13 forth in this Settlement Agreement.

14 17. “Individual Settlement Payments” means and consists of both the Class Member
15 Payment Amounts and the PAGA Group Member Payment Amounts.

16 18. “Labor and Workforce Development Agency Payment” is the 75% portion of the
17 PAGA Settlement Amount, which the Parties have agreed is approximately Sixty-One
18 Thousand Three Hundred Sixty-Two Dollars (\$61,362), that will be distributed to the LWDA.

19 19. “Memorandum of Understanding” or “MOU” means the short form
20 Memorandum of Understanding entered into by the Parties on or about February 28, 2023.

21 20. “Net PAGA Fund” is the 25% portion of the PAGA Settlement Amount, which
22 the Parties have agreed is approximately Twenty-Thousand Four Hundred Fifty-Four Dollars
23 (\$20,454), that will be distributed to the PAGA Group Members.

24 21. “Net Settlement Amount” or “NSA” is the remaining balance once the Court-
25 approved attorneys’ fees and costs, settlement administration fees, service payments, and PAGA
26 Settlement Amount are subtracted from the GSP. The Net Settlement Amount shall be divided,
27 distributed, and paid as described below.

28 22. “Notice of Objection” means a Class Member’s valid and timely written

1 objection to the Settlement Agreement. For the Notice of Objection to be valid, it must include:
2 (a) the objector's full name, signature, address, and telephone number; (b) a written statement of
3 all grounds for the objection; and (c) copies of any papers, briefs, or other documents upon
4 which the objection is based. Any Class Member who does not timely submit a written
5 objection to the Settlement, or who fails to otherwise comply with the requirements of
6 Paragraph 47, will be foreclosed from objecting to the Settlement and/or seeking any
7 adjudication or review of the Settlement, by appeal or otherwise.

8 23. "Notice Packet" means the Notice of Class Action and PAGA Action Settlement,
9 substantially in the form attached as Exhibit A.

10 24. "PAGA Group Member(s)" means all non-exempt employees of Defendants
11 employed at any Famous Footwear retail store location in California at any time from October
12 13, 2019 through November 30, 2022.

13 25. "PAGA Group Member Payment" or "PAGA Group Member Payment
14 Amounts" means each PAGA Group Member's share of the Net PAGA Fund.

15 26. "PAGA Settlement Period" or "PAGA Period" means the period from October
16 13, 2019 through November 30, 2022.

17 27. "PAGA Settlement Amount" means the amount the Parties have agreed to
18 allocate in connection with the Labor Code Private Attorneys General Act of 2004 (Cal. Lab.
19 Code §§ 2698, *et seq.*, "PAGA"). The Parties have agreed that Eighty One Thousand Eight
20 Hundred Sixteen Dollars (\$81,816) (or 5% of the GSP minus the requested amount for
21 attorneys' fees and costs, cost of administration, and service payments) shall be allocated to
22 resolve the penalty claims under PAGA, 75% of which, approximately Sixty One Thousand
23 Three Hundred Sixty-Two Dollars (\$61,362) will be distributed to the LWDA and 25% to the
24 PAGA Group Members (approximately \$20,454).

25 28. "Parties" means Plaintiffs and Defendants collectively.

26 29. "Pay Periods" means the biweekly pay periods worked by PAGA Group
27 Members during the PAGA Settlement Period.

28 30. "Preliminary Approval" means the date on which the Court enters an order

1 granting preliminary approval of the Settlement Agreement.

2 31. "Release" means that Plaintiffs, Settlement Group Members, and the LWDA will
3 forever release claims against the Released Parties for the applicable periods as set forth in this
4 Agreement. All Class Members who do not opt-out of the Released Class Claims will be bound
5 by a release of all released claims falling within the definition of the "Released Class Claims."
6 Plaintiffs, PAGA Group Members, and the LWDA will be bound by a release, without an ability
7 to opt out, of all Released PAGA Claims for PAGA penalties that fall within the definition of
8 the "Released PAGA Claims."

9 32. "Released Class Claims" means, with respect to the Class Settlement Period, all
10 statutory (non-PAGA) claims that were alleged or could have been alleged in the Consolidated
11 Complaint or Action(s) based on the same facts, including: (i) Failure to Pay Minimum and
12 Overtime Wages (Cal. Lab. Code §§ 204, 223, 224, 510, 1182.12, 1194, 1194.2, 1197, 1197.1,
13 and 1198); (ii) Failure to Provide Meal and Rest Breaks and Pay Meal and Rest Break
14 Premiums (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iii) Failure to Provide Accurate
15 Paystubs (Cal. Lab. Code §§ 226 and 1198); (iv) Waiting Time Penalties (Cal. Lab. Code §§
16 201, 202, and 203); (v) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab.
17 Code §§ 2800 and 2802); (vi) Failure to Pay Split Shift Premiums (Cal. Lab. Code §§ 1198);
18 and (vii) claims under California Business & Professions Code Sections 17200 et seq. (the
19 "UCL") relating to or arising out of the above alleged claims (i)-(vi); and (viii) all damages,
20 penalties, interest, attorneys' fees and costs, and other amounts recoverable for claims (i)-(vii);
21 under California and federal law, to the fullest extent permissible by law, including but not
22 limited to the California Labor Code, the applicable Wage Orders, and the UCL.

23 33. "Released PAGA Claims" means, with respect to the PAGA Settlement Period,
24 all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal.
25 Lab. Code §§ 2698, *et seq.*, "PAGA") alleged or could have been alleged based on the same
26 facts alleged in the Action(s) based on: (i) Overtime Violations (Cal. Lab. Code §§ 510 and
27 1198); (ii) Minimum Wage Violations (Cal. Lab. Code §§ 204, 223, 224, 1182.12, 1194,
28 1194.2, 1197, 1197.1, and 1198); (iii) Meal Period Violations (Cal. Lab. Code §§ 226.7, 512(a),

1 and 1198); (iv) Rest Period Violations (Cal. Lab. Code §§ 226.7 and 1198); (v) Inaccurate Wage
2 Statements (Cal. Lab. Code §§ 226(a) and 1198); (vi) Failure to Timely Pay All Earned Wages
3 Upon Termination (Cal. Lab. Code §§ 201, 202, and 203); (vii) Failure to Reimburse all
4 Business Expenditures and/or Losses (Cal. Lab. Code §§ 2800 and 2802); (viii) Failure to Pay
5 Split Shift Premiums (Cal. Lab. Code § 1198); (ix) Failing to Provide Suitable Seating (Cal.
6 Lab. Code § 1198); (x) Failure to Provide Written Notice of Information Material to Employees’
7 Employment (Cal. Lab. Code §§ 2810.5(a)(1)(A)-(C). The “Released PAGA Claims” do not
8 release any non-PAGA (*i.e.*, statutory) right of action and/or wage and hour claim(s) held by
9 individual aggrieved employees except for those identified in the definition of “Released Class
10 Claims.”

11 34. “Released Parties” includes Defendants Caleres, Inc., and BG Retail, LLC, and
12 each of Defendants’ past and present parents, subsidiaries and affiliates, shareholders, directors,
13 officers, agents, employees, attorneys, insurers, members, partners, managers, contractors,
14 agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees,
15 predecessors, successors and assigns of any of the foregoing.

16 35. “Request for Exclusion” means a timely letter submitted by a Class Member
17 indicating a request to be excluded from the Settlement. The Request for Exclusion shall: (a) be
18 signed by the Class Member requesting exclusion; (b) contain the full name, current address,
19 telephone number of the Class Member requesting exclusion; (c) clearly state the Class Member
20 does not wish to be included in the settlement; (d) be returned by mail or email to the Settlement
21 Administrator at the specified address; and (e) be postmarked or received on or before the
22 Response Deadline. The date of the postmark on the return mailing envelope will be the
23 exclusive means by which to determine whether a Request for Exclusion sent by mail has been
24 timely submitted. A Class Member who does not request exclusion from the Settlement shall be
25 deemed a Settlement Class Member and shall be bound by all terms of the Settlement
26 Agreement if the Settlement is granted final approval by the Court. PAGA Group Members
27 cannot request exclusion from the PAGA action.

28 36. “Response Deadline” means the deadline by which Class Members shall send by

1 email or postmark to the Settlement Administrator valid Requests for Exclusion, or email or
2 postmark Notices of Objection to the Settlement Administrator. The Response Deadline shall be
3 thirty calendar days from the initial mailing of the Notice Packet by the Settlement
4 Administrator, unless the thirtieth calendar day falls on a Sunday or Federal holiday, in which
5 case the Response Deadline shall be extended to the next day on which the U.S. Postal Service
6 is open. The Response Deadline may be extended by express agreement between Plaintiffs'
7 Counsel and Defendants' Counsel. Except as expressly set forth in this Settlement Agreement,
8 the Settlement Administrator shall not have the authority to unilaterally extend the deadline for
9 Class Members to submit a Request for Exclusion, or objection to the Settlement.

10 37. "Settlement Administrator" means the third-party class action settlement
11 administrator mutually agreed to by Plaintiffs' Counsel and Defendants' Counsel, and approved
12 by the Court for the purposes of administering this Settlement. The Settlement Administrator's
13 duties shall include, but are not limited to, reporting payment of the Individual Settlement
14 Payments to all required taxing and other authorities, taking appropriate withholding from the
15 Class Member Payments, issuing IRS Forms W-2 and 1099 for Class Member Payments, and
16 issuing IRS Form 1099 for PAGA Group Member Payments. The Settlement Administrator will
17 also pay all employer payroll taxes that will be separately funded by Defendants and shall not
18 come from the GSP. It is also understood and agreed that the Settlement Administrator will
19 establish a Qualified Settlement Fund, or QSF, in an interest-bearing account, pursuant to
20 Section 468B(g) of the Internal Revenue Code for the purpose of administering the Settlement.

21 38. "Settlement Class Member(s)" are Class Members who do not opt out of the
22 settlement.

23 39. "Settlement Group Members" means PAGA Group Member(s) and Settlement
24 Class Members(s).

25 40. "Settlement Administration Costs" means the costs payable from the Gross
26 Settlement Payment to the Settlement Administrator for administering this Settlement,
27 including, but not limited to, printing, distributing, and tracking documents for this Settlement,
28 mailing reminder postcards, calculating estimated amounts per Class Member and PAGA Group

1 Member, tax reporting, distributing the GSP, Plaintiffs' Counsel Award, enhancement
2 payments, and providing necessary reports and declarations, and other duties and
3 responsibilities set forth in this Settlement Agreement in order to process this Settlement, and as
4 requested by the Parties or Court. All of the costs, fees and expenses incurred by the Settlement
5 Administrator in performing these functions shall be paid and deductible from the GSP. The
6 Settlement Administration Costs are not to exceed Thirty Thousand Dollars (\$30,000).

7 41. "Workweek(s)" means any seven consecutive days, starting with the same
8 calendar day each week. "Workweek(s)" is a fixed and regularly recurring period of 168 hours,
9 seven consecutive 24-hour periods.

10 TERMS OF AGREEMENT

11 Plaintiffs, on behalf of themselves, the Settlement Group Members, and Defendants,
12 agree as follows:

13 42. Monetary Terms of Settlement:

14 a. **Gross Settlement Payment (GSP):** The GSP is Two Million Six
15 Hundred Thousand Dollars (\$2,600,000), subject to the terms and conditions in this Settlement
16 Agreement. The GSP includes all: (i) payments to Class Members; (ii) Attorneys' Fees and
17 Costs; (iii) Settlement Administration Costs; (iv) the PAGA Settlement Amount, which includes
18 payments to the LWDA and the PAGA Group Members; and (v) Class and PAGA
19 Representative Enhancement Payments. Defendants shall be separately responsible for any
20 employer-side payroll taxes required by law, such as the employer FICA (Social Security and
21 Medicare) and unemployment insurance (FUTA and SUTA/SUI), which shall not be paid from
22 the GSP. Except for the separate payroll taxes due on the wage portion of the GSA, Defendants
23 shall not be obligated to pay more than the GSP except as otherwise provided in this Settlement
24 Agreement. Each Settlement Class Member shall be responsible for paying their share of taxes
25 due on their portion of the Settlement.

26 b. Calculation of Individual Settlement Payments:

27 i. **Class Member Payment Amounts:** Each Class Member's
28 estimated share of the NSA shall be based upon each Class Member's individual total

1 Workweeks. The Settlement Administrator shall allocate the Class Member Payments to the
2 Class Members proportionate to each Class Member's individual total Workweeks. Class
3 Member's individual total Workweeks shall be based on the number of Workweeks a Settlement
4 Class Member worked during the Class Release Period in California. One hundred percent
5 (100%) of the NSA shall be distributed to Settlement Class Members. Defendants maintain no
6 reversionary right to any portion of the NSA. If there are any timely submitted Requests for
7 Exclusion, the Settlement Administrator shall proportionately increase the Class Member
8 Payments for each Settlement Class Member so the amount actually distributed to Settlement
9 Class Members equals 100% of the NSA.

10 ii. **PAGA Group Member Payment Amounts:** Each PAGA Group
11 Member's estimated share of the PAGA Settlement Amount shall be based upon each PAGA
12 Group Member's individual total Pay Periods. The Settlement Administrator shall allocate the
13 PAGA Group Member Payments to the PAGA Group Members proportionate to each PAGA
14 Group Member's individual total Pay Periods. PAGA Group Member's individual total Pay
15 Periods shall be based on the number of pay periods a PAGA Group Member worked during the
16 PAGA Settlement Period in California rounded to the nearest number of pay periods, though all
17 PAGA Group Members will be credited with at least one pay period. One hundred percent
18 (100%) of the PAGA Net Fund shall be distributed to Participating PAGA Group Members.
19 Defendants maintain no reversionary right to any portion of the PAGA Settlement Amount.

20 iii. **Tax Allocation:** Payments to Settlement Group Members shall be
21 allocated 10% to wage claims as W-2 Income; and 30% to interest, and 60% to penalties as
22 Form 1099-MISC payments, to be reported by the Settlement Administrator.

23 c. **Distribution of Settlement Amounts:**

24 i. **Type of Settlement:** This Settlement is non-reversionary.
25 Defendants maintain no reversionary right to any portion of the GSP. This Settlement does not
26 require Class Members or PAGA Group Members to submit a claim form to participate in the
27 Settlement.

28 ii. **Funding of Gross Settlement Payment:** Defendants shall fund

1 the GSP, plus any applicable payroll taxes on the wage component of Settlement, within 35
2 business days after the entry of an order granting final approval of class action and PAGA
3 action settlement by the Court. Defendants shall pay the employers' share of payroll taxes
4 separately and in addition to the GSP. Settlement funds will not be disbursed until after the
5 Effective Date. Within 14 calendar days of the Effective Date (which will be after Defendants
6 deposit the settlement amount), the Settlement Administrator shall distribute the settlement
7 proceeds as ordered by the Court.

8 iii. **Cashing of Checks:** Settlement Group Members who are sent
9 settlement payments will have 180 calendar days after the date of mailing to cash their
10 settlement checks and will be so advised of such deadline. Ninety days after the checks are
11 mailed, the Settlement Administrator will mail reminder postcards to Settlement Group
12 Members whose checks remain uncashed. If Settlement Group Members do not cash their
13 checks within that period, or a check is undeliverable, those checks will become void and the
14 settlement payment amounts will be paid out to a mutually agreed-upon cy pres recipient(s)
15 pursuant to Code of Civil Procedure section 384. The Parties agree to designate one to two
16 recipients of unclaimed funds from the Individual Settlement Payments at least 30 days before
17 Final Approval. However, the Parties agree to meet and confer further regarding the re-issuance
18 of checks to Settlement Group Members in the event that the amount of the uncashed checks
19 exceeds more than 25% of the Net Settlement Amount, in which case the Administrator will
20 mail out reissued checks. The Settlement Group Members will have 45 days to cash their
21 reissued checks. Any cost to mail out reissued checks will be paid by the Settlement
22 Administrator from the Gross Settlement Payment.

23 iv. Any failure of a Settlement Group Member to deposit a check
24 shall not affect the enforceability of the release of claims as stated in this Settlement Agreement,
25 as the Parties jointly agree valid consideration for same is the offer of monetary consideration
26 by means of the offer of settlement and mailing of settlement checks.

27 v. **No Credit Toward Benefit Plans:** The Individual Settlement
28 Payments made to Settlement Group Members under this Settlement, as well as any other

1 payments made pursuant to this Settlement, shall not be utilized to calculate any additional
2 benefits under any benefit plans to which any Class Members, PAGA Group Members, or both
3 may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans,
4 stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
5 Rather, it is the Parties' intention this Settlement Agreement shall not affect any rights,
6 contributions, or amounts to which any Class Members, PAGA Group Members, or both may be
7 entitled under any benefit plans.

8 **d. Attorneys' Fees and Costs:**

9 i. **Attorneys' Fees:** The Parties agree Plaintiffs' Counsel may seek,
10 and Defendants do not intend to oppose, up to 33⅓% of the GSP, or Eight Hundred Sixty-Six
11 Thousand Six Hundred Sixty-Six Dollars (\$866,666.66) for attorneys' fees to be paid out of the
12 GSP.

13 ii. **Costs:** The Parties agree Plaintiffs' Counsel may seek, and
14 Defendants do not intend to oppose, costs not to exceed Fifty-Two Thousand Dollars (\$52,000),
15 as reasonable out-of-pocket costs and expenses subject to reasonable proof if required by the
16 Court.

17 **e. Class and PAGA Representative Enhancement Payments:** The Parties
18 agree Plaintiffs' Counsel may seek from the Court, and Defendants do not intend to oppose,
19 Class and PAGA Representative Enhancement Payments, in addition to Plaintiffs' Individual
20 Settlement Payments, in the amount of up to Ten Thousand Dollars (\$10,000) each, to be paid
21 out of the GSP. Plaintiffs shall be solely and legally responsible to pay any and all applicable
22 taxes on the Class and PAGA Representative Enhancement Payments.

23 **43. Non-Monetary Terms of Settlement:**

24 **a. Filing of Amended Consolidated Complaint:** The Parties agree that as a
25 condition precedent to Settlement, Plaintiffs' Counsel will amend the *Palencia Caba* Complaint
26 to add Plaintiff Maria Gamez-Martinez as a named plaintiff and proposed class representative,
27 and consolidate all claims alleged in the Actions that are not already so alleged, and add Ms.
28 Gamez-Martinez's attorneys as counsel of record. It is the understanding of the Parties that this

1 Settlement shall cover the claims in the Actions on a class-wide basis to the fullest extent
2 allowed under the law and the amendment to the Palencia Caba Complaint. In the event that the
3 Court fails to approve the Settlement for any reason, the amended complaint shall be withdrawn
4 without prejudice to Plaintiffs seeking leave to amend their complaints. By stipulating to the
5 filing of an amended complaint for the purpose of Settlement, Defendants are in no way
6 agreeing that an amendment would be appropriate outside the context of this Settlement.
7 Plaintiffs do not agree that the matter is or would be removable to federal court or that federal
8 jurisdiction is proper. Notwithstanding the amendment to add class allegations, Defendants
9 agree the Amended Complaint does not confer jurisdiction to any federal court, and therefore
10 agree not to remove the Actions to federal court based on the filing of Amended Complaint. The
11 Amended Complaint will be lodged along with Plaintiffs' Motion for Preliminary Approval of
12 the Settlement and Plaintiffs will request that it be deemed filed as of the granting of Final
13 Approval. If the Court does not grant Final Approval of this Settlement, then the Parties revert
14 to their previous positions and operative complaint. Nothing in this paragraph, however, will
15 prevent the Parties from continuing to try to resolve the matter through a revised settlement if
16 the Court does not grant Final Approval to this settlement.

17 **b. Defendants' Denial:** All allegations in the Amended Complaint shall be
18 deemed denied by Defendants without the necessity of Defendants filing an answer to the
19 Amended and Consolidated Complaint or any other pleading in the Actions.

20 **c.** Within ten days after either (1) Final Approval if the Settlement is
21 approved or (2) entry of order denying the Settlement if the Court does not approve the
22 Settlement, Plaintiffs' Counsel will provide a copy of the Superior Court's judgment or order to
23 the LWDA pursuant to Labor Code section 2699(1)(3).

24 **44. Settlement Administration Process:**

25 **a. Appointment of Settlement Administrator:** The Parties agree, subject
26 to Court approval, that Atticus Administration, LLC will serve as the administrator. The costs of
27 settlement administration shall be paid out of the GSP prior to distribution to the Settlement
28 Group Members.

1 i. **Delivery of Class Member and PAGA Group Member List**
2 **and Data:** Within fourteen calendar days of Preliminary Approval of Settlement by the Court,
3 Defendants shall deliver to the Settlement Administrator to the extent such information is
4 available in Defendants' electronic recordkeeping systems, all Class Members' and PAGA
5 Group Members' full names, last known addresses, Social Security Numbers, and the total
6 number of workweeks each employee recorded performing any compensable work for
7 Defendants as a non-exempt employee in California during the Class Period, and the total
8 number of pay periods each employee recorded performing any compensable work for
9 Defendants as a non-exempt employee in California during the PAGA Settlement Period in an
10 electronic database.

11 ii. Within seven days of receipt of the Class Member and PAGA
12 Group Member List and Data by the Settlement Administrator, the Settlement Administrator
13 shall provide to Plaintiffs' Counsel the number of unique Class Members along with the number
14 of Workweeks worked by each Class Member as well as the number of unique PAGA Group
15 Members along with the number of Pay Periods worked by each PAGA Group Member.

16 iii. The Parties agree to provide any other reasonable information
17 requested by the Settlement Administrator needed to effectively administer the settlement. The
18 information provided to the Settlement Administrator shall be considered confidential and shall
19 not be disclosed to anyone other than Defendants' Counsel, Plaintiffs' Counsel, and the
20 Settlement Administrator.

21 **b. Notice Packet:** Within five calendar days after receiving the Class
22 Member and PAGA Group Member List and Data from Defendants, the Settlement
23 Administrator shall prepare a Notice Packet for each Settlement Group Member for review by
24 Counsel. Each Notice Packet shall provide: (i) information regarding the nature of the Action;
25 (ii) a summary of the Settlement's principal terms; (iii) the Class Member and PAGA Group
26 Member definitions; (iv) the total number of Workweeks each Class Member worked for
27 Defendants in California during the Class Settlement Period and the total number of Pay Periods
28 each PAGA Group Member worked for Defendants during the PAGA Settlement Period; (v)

1 each Class Member's estimated Individual Settlement Payment and the formula for calculating
2 Class Member Payments and/or PAGA Group Member Payments; (vi) the dates which comprise
3 the Class Settlement Period and PAGA Settlement Period; (vii) instructions on how to submit
4 Requests for Exclusion or Notices of Objection; (viii) the deadlines by which the Settlement
5 Class Member must postmark Request for Exclusions, or postmark Notices of Objection to the
6 Settlement; and (ix) the claims to be released.

7 **c. Delivery of the Notice Packet:** The Settlement Administrator shall
8 deliver the Notice Packet by First Class U.S. Mail to each Settlement Group Member within
9 fifteen calendar days of the receipt of the Class Member and PAGA Group Member List and
10 Data. Before doing so, the Settlement Administrator shall perform all searches reasonably
11 necessary to assure itself the address provided for each Settlement Group Member is that
12 individual's current address. Class Members shall have until the Response Deadline to submit
13 their opt out, which shall be postmarked by the Response Deadline. PAGA Group Members
14 cannot opt out of the PAGA portion. Any Notices returned undeliverable shall be traced to
15 obtain a new address and be re-mailed by First Class Mail. To the extent any mailed Notice is
16 returned as undeliverable, such person shall be permitted at least thirty days from any re-mailing
17 of the Notice to submit their opt out ("Re-mailing Response Deadline"), but in no event later
18 than fifteen days after the close of the Response Deadline.

19 **d. Issuance of Payments:** Attorneys' Fees and Costs, the Labor and
20 Workforce Development Agency Payment, the Class and PAGA Representative Enhancement
21 Payments, and Individual Settlement Payments, as approved by the Court, shall be paid within
22 fourteen calendar days of the Effective Date.

23 **e. Tax Forms:** The Settlement Administrator (and not Defendants or
24 Plaintiffs) shall be responsible for issuing to Plaintiffs, Settlement Group Members, and
25 Plaintiffs' Counsel any W-2, IRS Form 1099, or other tax forms as may be required by law for
26 all amounts paid pursuant to this Settlement. The Settlement Administrator shall also be
27 responsible for forwarding all payroll taxes and penalties to the appropriate government
28 authorities.

1 **45. Request for Exclusion Procedures:** Any Class Member wishing to opt out of
2 the Settlement Agreement shall sign and postmark or email a written Request for Exclusion to
3 the Settlement Administrator within the Response Deadline. If mailed by U.S. Mail, the date of
4 the postmark on the return mailing envelope shall be the exclusive means to determine whether
5 a Request for Exclusion has been timely submitted. All Requests for Exclusion shall be
6 submitted to the Settlement Administrator, who shall certify jointly to Plaintiffs' Counsel and
7 Defendants' Counsel the Requests for Exclusion that were timely submitted. Plaintiffs shall not
8 request exclusion from this Settlement. At no time shall any of the Parties or their counsel seek
9 to solicit or otherwise encourage Class Members to opt out of the Settlement Agreement. PAGA
10 Group Members cannot opt out of the Settlement Agreement.

11 **46. Defective Submissions:** If a Class Member's Request for Exclusion is defective
12 as to the requirements listed in this Settlement Agreement, that Class Member shall be given an
13 opportunity to cure the defect(s). The Settlement Administrator shall mail or email the Class
14 Member a cure letter or email communication within three business days of receiving the
15 defective submission to advise the Class Member their submission is defective and the defect
16 must be cured to render the Request for Exclusion valid. The Class Member shall have until the
17 later of (a) the Response Deadline, or (b) fifteen calendar days from the date of the cure letter,
18 whichever date is later, to email or postmark a valid Request for Exclusion. If a Class Member
19 fails to correct the identified deficiencies after receiving a cure letter or email, the Settlement
20 Administrator shall have no further obligation to give notice of a need to cure. If the revised
21 Request for Exclusion is not received or postmarked within that period, it shall be deemed
22 untimely.

23 **47. Objection Procedures:** In order to object to the Settlement Agreement, a Class
24 Member shall email or postmark a valid Notice of Objection to the Settlement Administrator on
25 or before the Response Deadline. The Notice of Objection shall be signed by the Class Member
26 and contain all information required by this Settlement Agreement. For Notices of Objection
27 that are sent by U.S. Mail, the postmark date shall be deemed the exclusive means for
28 determining the Notice of Objection is timely. Class Members who fail to object in the specific

manner described above will be deemed to have waived all objections to the Settlement and will be foreclosed from making any objections and seeking any adjudication or review, whether by appeal or otherwise, to the Settlement Agreement. Class Members who postmark or email timely Notices of Objection shall have a right to appear at the Final Approval Hearing (at their sole expense) in order to have their objections heard by the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written objections to the Settlement Agreement or appeal from the Order and Judgment.

48. Certification Reports Regarding Class Member Payment and PAGA Group Member Payment Calculations: The Settlement Administrator shall provide Defendants' Counsel and Plaintiffs' Counsel a weekly report which certifies: (a) the number of Class Members who have submitted valid Requests for Exclusion; (b) the NSA attributed to Class Members who have submitted valid Requests for Exclusion; (c) whether any Class Member has submitted a Notice of Objection; and (d) whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator shall provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

49. Certification of Completion: Upon completion of administration of the Settlement, the Settlement Administrator shall provide a written declaration(s) under oath to certify such completion to the Court and counsel for all Parties.

50. Proportional Increase to GSP: The GSP was calculated based on the understanding that the Class Members worked a collective total of approximately 163,021 workweeks between June 4, 2017 and August 31, 2022. If the number of workweeks worked by Settlement Class Members during the Class Period exceeds 189,920 (that is, 15% more than 163,021), then the GSP shall be increased proportionally for each workweek in excess of 189,920.

51. Circular 230 Disclaimer: EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE

1 PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO
2 BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE
3 CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF
4 UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS
5 AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
6 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR
7 ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT,
8 (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
9 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
10 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
11 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
12 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
13 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
14 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
15 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
16 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
17 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF
18 ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
19 AGREEMENT.

20 52. **No Prior Assignments:** The Parties and their counsel represent, covenant, and
21 warrant they have not directly or indirectly assigned, transferred, encumbered, or purported to
22 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
23 action, cause of action or right in this Settlement Agreement released and discharged.

24 53. **Release by Class Members Who Do Not Opt Out:** Upon the Effective Date, all
25 Class Members who do not timely opt out fully and finally release and forever discharge the
26 Released Parties, to the fullest extent permitted by law, of and from any and all applicable
27 Released Class Claims. Each Class Member will be deemed to have made the foregoing release
28 as if by manually signing it. In light of the method of notice set forth by this Settlement

1 Agreement, and subject to final Court approval, all Class Members who do not opt out shall be
2 bound by the Settlement, and shall release the Released Parties from the Released Class Claims,
3 even if they never received mailed notice of the Action or this Settlement.

4 **54. Release by PAGA Group Members:** Upon the Effective Date, all PAGA Group
5 Members fully and finally release and forever discharge the Released Parties, to the fullest
6 extent permitted by law, of and from any and all applicable Released PAGA Claims. Each
7 PAGA Group Member will be deemed to have made the foregoing release as if by manually
8 signing it. In light of the method of notice set forth by this Settlement Agreement, and subject to
9 final Court approval, all PAGA Group Members shall release the Released Parties from the
10 Released PAGA Claims, even if they never received mailed notice of the Action or this
11 Settlement.

12 **55. General Release of Plaintiff Maria Gamez-Martinez:** Upon the Effective
13 Date, Plaintiff Maria Gamez-Martinez will release and discharge the Released Parties, to the
14 fullest extent permitted by law, of and from the applicable Released Claims that arose during the
15 Class Settlement Period and PAGA Settlement Period and also generally release and discharge
16 the Released Parties from any and all employment related claims, demands, obligations, causes
17 of action, rights, or liabilities which have been or could have been asserted against the Released
18 Parties as of the date of execution of the Settlement Agreement; and interest, attorneys' fees,
19 and related costs except as provided for in this Agreement. Plaintiff Gamez-Martinez's released
20 claims include all such claims arising under the California Labor Code (such as sections 201-
21 203, 204, 210, 223, 224, 226, 226.7, 510, 512, 1174(d), 1182.12, 1194, 1194.2, 1197, 1197.1,
22 1198, 2800, 2802, 2810.5, and 2698 et seq.); California Business and Professions Code section
23 17200 et seq.; the wage orders of the California Industrial Welfare Commission; the California
24 common law of contract; the Fair Labor Standards Act, 29 U.S.C. § 201 et seq.; federal common
25 law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001 et seq.; all claims for
26 lost wages and benefits, and attorneys' fees and costs arising under federal, state, or local laws
27 for discrimination, harassment, and wrongful termination, such as, 42 U.S.C. § 1981, Title VII
28 of the Civil Rights Act of 1964, the Americans with Disabilities Act, and the California Fair

1 Employment and Housing Act. This release excludes the release of claims not permitted by law.
2 Specifically, Plaintiff Gamez-Martinez waives all rights and benefits afforded by California
3 Civil Code Section 1542, which provides:

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

9 56. **General Release of Plaintiff Luis Palencia Caba:** Plaintiff Luis Palencia Caba
10 is subject to a separate written settlement agreement with Defendants Caleres, Inc., BG Retail,
11 LLC, and Kathy Martin.

12 57. **Settlement Documentation and Approval:** The Settlement Agreement is
13 contingent upon judicial approval. If the Court does not approve this Settlement, the Settlement
14 shall be null and void and shall not be admissible in any other proceeding or action.

15 58. **Preliminary Approval Hearing:** The Parties agree to use their best efforts to
16 schedule a hearing at which to seek preliminary approval of the Settlement so the hearing occurs
17 within sixty calendar days of the date upon which the Parties execute this Settlement
18 Agreement. If it is not possible to schedule a hearing on preliminary approval of the Settlement
19 within sixty calendar days of the date of the Parties' Settlement Agreement, the Parties agree to
20 schedule the subject hearing at the first mutually available date thereafter. Plaintiffs will obtain a
21 hearing before the Court to request Preliminary Approval of the Settlement Agreement, and the
22 entry of a Preliminary Approval Order for: (a) conditional certification of the Settlement Class
23 for settlement purposes only; (b) preliminary approval of this proposed Settlement Agreement;
24 and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary
25 Approval Order will provide for the Notice Packet to be sent to all Class Members as specified
26 in this Settlement Agreement and the appointment of the Settlement Administrator. In
27 conjunction with the Preliminary Approval hearing, Plaintiffs shall submit this Settlement
28 Agreement, which sets forth the terms of this Settlement, and shall include the proposed Notice

1 of Class Action and PAGA Action Settlement document, attached as Exhibit A. Class and
2 PAGA Counsel shall be responsible for drafting all documents necessary to obtain preliminary
3 approval. Class and PAGA Counsel shall provide to the LWDA a copy of the proposed
4 Settlement at the same time it is submitted to the Court pursuant to Labor Code section
5 2699(1)(2).

6 **59. Final Settlement Approval Hearing and Entry of Judgment:** Upon expiration
7 of the deadlines to postmark Requests for Exclusion, or objections to the Settlement Agreement,
8 and with the Court's permission, a Final Approval/Settlement Fairness Hearing shall be
9 conducted to determine the Final Approval of the Settlement Agreement along with the amounts
10 properly payable for: (a) Attorneys' Fees and Costs; (b) Settlement Administration Costs; (c)
11 Class and PAGA Representative Enhancement Payments; (d) Individual Settlement Payments;
12 and (e) the Labor and Workforce Development Agency Payment. Plaintiffs' Counsel shall be
13 responsible for drafting all documents necessary to obtain final approval. Plaintiffs' Counsel
14 shall also be responsible for drafting the Attorneys' Fees and Costs application as well as the
15 Class and PAGA Representative Enhancement Payments application to be heard at the final
16 approval hearing.

17 **60. Judgment and Continued Jurisdiction:** Upon final approval of the Settlement
18 by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties shall present
19 the Judgment to the Court for its approval. After entry of the Judgment, the Court shall have
20 continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement
21 of the terms of the Settlement; (b) Settlement administration matters; and (c) such post-
22 Judgment matters as may be appropriate under court rules or as set forth in this Settlement.
23 Within ten days of either the entry of judgment or the entry of order denying or granting the
24 Settlement, Plaintiffs' Counsel shall provide a copy of the superior court's judgment or order to
25 the LWDA pursuant to Labor Code section 2699(1)(3).

26 **61.** Within ten court days of entry of the Judgment pursuant to this Settlement
27 Agreement, Counsel for Plaintiff Gamez-Martinez will cause an order of dismissal with
28 prejudice to be filed in the *Gamez-Martinez* Action.

1 62. **Exhibits Incorporated by Reference:** The terms of this Settlement include the
2 terms set forth in any attached Exhibits, which are incorporated by this reference as though set
3 forth in this Settlement Agreement. Any Exhibits to this Settlement are an integral part of this
4 Settlement.

5 63. **Entire Agreement:** This Settlement Agreement and any attached Exhibits
6 constitute the entirety of the Parties' Settlement terms. No other prior or contemporaneous
7 written or oral agreements can be deemed binding on the Parties except as to the General
8 Release relating to Palencia Caba.

9 64. **Amendment or Modification:** This Settlement Agreement may be amended or
10 modified only by a written instrument signed by counsel for all Parties or their successors-in-
11 interest.

12 65. **Binding on Successors and Assigns:** This Settlement Agreement shall be
13 binding upon, and inure to the benefit of, the successors or assigns of the Parties, as previously
14 defined.

15 66. **No Admission/Denial of Liability:** The Parties enter into this Settlement in
16 order to resolve the dispute that has arisen between them and to avoid the burden, expense and
17 risk of continued litigation. In entering into this Settlement, Defendants do not admit, and
18 specifically deny, they violated any federal, state, or local law; violated any regulations or
19 guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
20 requirements; breached any contract; violated or breached any duty; engaged in any
21 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their
22 employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the
23 negotiations connected with it, will be construed as an admission or concession by Defendants
24 of any such violations or failures to comply with any applicable law. Except as necessary in a
25 proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and
26 provisions will not be offered or received as evidence in any action or proceeding to establish
27 any liability or admission on the part of Defendants or to establish the existence of any
28 condition constituting a violation of, or a non-compliance with, federal, state, local or other

1 applicable law.

2 67. **Confidentiality:** Prior to filing of the motion(s) for approval, Plaintiffs' Counsel
3 shall not discuss the terms of this settlement with anyone other than the named Plaintiff(s)
4 and/or other attorneys with whom counsel is consulting on this matter. At no time shall
5 Plaintiffs' Counsel or Defendants' Counsel disclose any communications protected by the
6 mediation and settlement privilege, i.e., Evidence Code sections 1152, 1119 *et seq.*

7 68. **Public Comment:** Before preliminary approval, Defendants, Defendants'
8 Counsel, Plaintiffs and Plaintiffs' Counsel agree to limit public comment on this settlement, the
9 case, and the claims to stating that the matter has been resolved to the satisfaction of all parties.
10 None of the above will initiate public comment. Nothing in this paragraph shall restrict
11 Plaintiffs or Plaintiffs' counsel from making any disclosures necessary to seek Court approval or
12 to communicate with Settlement Class Members regarding this Settlement. Additionally,
13 nothing in this paragraph shall restrict Plaintiffs' Counsel from identifying the Settlement after
14 final approval in declarations filed with courts in unrelated cases in support of motions such as
15 motions for class certification or motion for settlement approval.

16 69. **Resolution of Disputes:** The Parties agree to refer any disputes related to the
17 drafting of the Settlement Agreement and the other documents to mediator Tripper Ortman.

18 70. **Integration:** Each Party warrants that no promise or inducement regarding the
19 settlement of the class and representative action claims have been offered or made to that Party
20 except as set forth in this Settlement Agreement. It is understood and agreed by each Party this
21 Settlement Agreement specifically supersedes any and all prior agreements and understandings,
22 written or oral, express or implied, between Defendant, Counsel for Class Members and the
23 PAGA Group and/or any Class Member and PAGA Group Members, including the MOU
24 regarding the settlement of the class and representative action claims in this matter.

25 71. **Governing Law:** This Settlement Agreement is made under the laws of the State
26 of California, without regard to otherwise applicable principles of conflicts of laws, whether of
27 the State of California or any other jurisdiction.

28 72. **Authority to Sign:** The signatories represent and warrant they each have the

1 authority to sign on behalf of their designated Parties. This Settlement Agreement may be
2 executed in counterparts and each counterpart, when executed, shall have the efficacy of a
3 second original. DocuSign, photographic or facsimile copies of any such signed counterparts
4 may be used in lieu of the original for any said purpose.

5 **73. Acknowledgment the Settlement is Fair and Reasonable:** The Parties believe
6 this Settlement Agreement is a fair, adequate, and reasonable settlement of the Actions and have
7 arrived at this Settlement after arm's-length negotiations and in the context of adversarial
8 litigation, taking into account all relevant factors, present and potential. The Parties further
9 acknowledge they are each represented by competent counsel of their choice and they have had
10 an opportunity to consult with their counsel regarding the fairness and reasonableness of this
11 Settlement.

12 **74. Invalidity of Any Provision:** Before the Court declares any provision of this
13 Settlement Agreement invalid, the undersigned parties shall urge the Court to first attempt to
14 construe the provision as valid to the fullest extent possible consistent with applicable
15 precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

16 **75. Waiver of Certain Appeals:** The Parties agree to waive appeals except,
17 however, Plaintiffs or Plaintiffs' Counsel may appeal any reduction in the Attorneys' Fees and
18 Costs below the amount they request from the Court, and either party may appeal any court
19 order that materially alters the Settlement Agreement's terms.

20 **76. Class Action Certification for Settlement Purposes Only:** The Parties agree to
21 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
22 Settlement is not approved, the stipulation to class certification shall be void. The Parties further
23 agree certification for purposes of the Settlement is not an admission that class action
24 certification is proper under the standards applied to contested certification motions and this
25 Settlement Agreement shall not be admissible in this or any other proceeding as evidence that
26 either (a) a class action should be certified, or (b) Defendants are liable to Plaintiffs or any Class
27 Member, other than according to the Settlement's terms.

28 **77. Captions:** The captions and paragraph numbers in this Settlement Agreement are

1 inserted for the reader's convenience, and in no way define, limit, construe or describe the scope
2 or intent of the provisions of this Settlement Agreement.

3 78. **Waiver:** No waiver of any condition or covenant contained in this Settlement
4 Agreement or failure to exercise a right or remedy by any of the Parties shall be considered to
5 imply or constitute a further waiver by such Party of the same or any other condition, covenant,
6 right or remedy.

7 79. **Enforcement Action:** In the event one or more of the Parties institutes any legal
8 action or other proceeding against any other Party or Parties to enforce the provisions of this
9 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
10 Parties shall be entitled to recover from the unsuccessful Party or Parties reasonable attorneys'
11 fees and costs, including expert witness fees incurred in connection with any enforcement
12 actions.

13 80. **Mutual Preparation:** The Parties have had a full opportunity to negotiate the
14 terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement
15 shall not be construed more strictly against one Party than another merely by virtue of the fact it
16 may have been prepared by counsel for one of the Parties, it being recognized, because of the
17 arm's-length negotiations between the Parties, all Parties have contributed to the preparation of
18 this Settlement Agreement.

19 81. **Cooperation and Execution of Necessary Documents:** All Parties will
20 cooperate in good faith and execute all documents to the extent reasonably necessary to
21 effectuate the terms of this Settlement Agreement.

22 82. **All Terms Subject to Final Court Approval:** All amounts and procedures
23 described in this Settlement Agreement shall be subject to final Court approval.

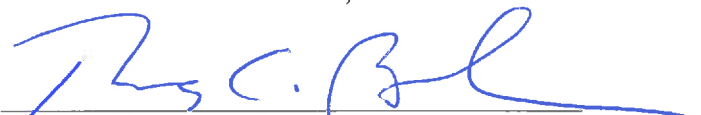
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26 **SECTION LEFT INTENTIONALLY BLANK**
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THE PARTIES HAVE READ THE FOREGOING AGREEMENT. THEY HAVE
CONSULTED WITH LEGAL COUNSEL REGARDING THE FOREGOING AGREEMENT
AND KNOW THE CONTENTS OF THE AGREEMENT AND SIGN THE SAME AS THEIR
FREE, KNOWING, AND VOLUNTARY ACT AND DEED, BEING FULLY AWARE OF
ITS CONSEQUENCES AND ITS FINAL AND BINDING EFFECT.

READ CAREFULLY BEFORE SIGNING

DEFENDANT CALERES, INC.

Dated: July 17, 2023


By: Thomas Burke
Their: SVP, GC and authorized representative

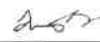
DEFENDANT BG RETAIL, LLC

Dated: July 17, 2023


By: Thomas Burke
Their: SVP, GC and authorized representative

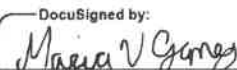
PLAINTIFF

Dated: 06 / 15 / 2023


Luis Palencia Caba

PLAINTIFF

Dated: 6/13/2023

DocuSigned by:

Maria V Gomez-Martinez

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EXHIBIT A

NOTICE OF CLASS ACTION AND PAGA ACTION SETTLEMENT
SEE ATTACHED DOCUMENT

Palencia Caba and Gamez-Martinez v. Caleres, Inc., et al.
Superior Court of California for the County of Sacramento, Case No. 34-2021-003010944

NOTICE OF CLASS ACTION AND PAGA ACTION SETTLEMENT

You are not being sued. This notice describes your rights under a Settlement. Please read it carefully.

To: All persons who were employed by Defendants Caleres, Inc., and/or BG Retail, LLC (“Defendants”) as non-exempt employees at any Famous Footwear retail location within the State of California at any time from June 4, 2017 to November 30, 2022.

PLEASE READ THIS NOTICE CAREFULLY. IT RELATES TO A PROPOSED SETTLEMENT OF CLASS ACTION AND PAGA ACTION. IF YOU ARE A CLASS MEMBER OR A PAGA GROUP MEMBER, **THIS NOTICE CONTAINS IMPORTANT INFORMATION AS TO YOUR RIGHTS**. YOUR OPTIONS FOR RESPONDING TO THIS NOTICE ARE SET FORTH IN PARAGRAPH V, BELOW.

On _____, the Honorable Jill H. Talley of the Superior Court of the State of California, for the County of Sacramento granted preliminary approval of this class action and PAGA action settlement and ordered the litigants to notify all Class Members and PAGA Group Members (as defined below) of the settlement. **You have received this notice because Defendants’ records indicate you are a Class Member and/or PAGA Group Member, and therefore may be entitled to a payment.**

I. Who Should Read This Notice?

You should read this Notice if you are a Class Member and/or a PAGA Group Member:

Class Members are all non-exempt employees of Defendants employed at any Famous Footwear retail store location in California at any time from June 4, 2017 to November 30, 2022.

PAGA Group Members are all non-exempt employees of Defendants employed at any Famous Footwear retail store location in California at any time from October 13, 2019 to November 30, 2022.

II. Summary of the Litigation

The Settlement resolves lawsuits brought by two plaintiffs. On December 18, 2020, Plaintiff Maria Gamez-Martinez, a former employee of Defendants, filed a complaint against Defendant in San Bernardino County Superior Court, Case No. CIVSB2028631 on behalf of employees and the Labor & Workforce Development Agency (“LWDA”) pursuant to the California Labor Code Private Attorneys General Act (“PAGA”). On June 4, 2021, Plaintiff Luis Palencia Caba, a former employee of Defendants, filed a separate class and PAGA action against Defendants, in the Sacramento County Superior Court, Case No. 34-2021-003010944.

The *Gamez* and *Palencia Caba* lawsuits (the “Actions”) have been consolidated into a single action. Plaintiffs assert on a class basis that Defendants violated the following California laws: (i) Failure to Pay Minimum and Overtime Wages (Cal. Lab. Code §§ 204, 223, 224, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (ii) Failure to Provide Meal and Rest Breaks and Pay Meal and Rest Break Premiums (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iii) Failure to Provide Accurate Payouts (Cal. Lab. Code §§ 226 and 1198); (iv) Waiting Time Penalties (Cal. Lab. Code §§ 201, 202, and 203); (v) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab. Code §§ 2800 and 2802); (vi) Failure to Pay Split Shift Premiums (Cal. Lab. Code §§ 1198); and (vii) claims under California Business & Professions Code Sections 17200 et seq. (the “UCL”) relating to or arising out of these same alleged claims (i)-(vi). Plaintiffs assert claims for civil penalties under PAGA for: (i) Overtime Violations (Cal. Lab. Code §§ 510 and 1198); (ii) Minimum Wage Violations (Cal. Lab. Code §§ 204, 223, 224, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (iii) Meal Period Violations (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iv) Rest Period Violations (Cal. Lab. Code §§ 226.7 and 1198); (v) Inaccurate Wage Statements (Cal. Lab. Code §§ 226(a) and 1198); (vi) Failure to Timely Pay All Earned Wages Upon Termination (Cal. Lab. Code §§ 201, 202, and 203); (vii) Failure to Reimburse all Business Expenditures

and/or Losses (Cal. Lab. Code §§ 2800 and 2802); (viii) Failure to Pay Split Shift Premiums (Cal. Lab. Code § 1198); (ix) Failing to Provide Suitable Seating (Cal. Lab. Code § 1198); and (x) Failure to Provide Written Notice of Information Material to Employees' Employment (Cal. Lab. Code §§ 2810.5(a)(1)(A)-(C).

On August 31, 2022, the Parties participated in an all-day mediation. In concluding the full-day mediation, the Parties agreed to a settlement in principle of Class and PAGA claims, subject to Court approval.

Counsel for Plaintiffs, who are the attorneys appointed by the Court to represent the Class and PAGA Group—the Law Offices of Mark Yablonovich (“LOMY”), Gibbs Law Group LLP (“GLG”), and Douglas Law Offices (“DLO”) (together “Class and PAGA Counsel”)—have investigated and researched the facts underlying the issues raised in the Actions and the applicable law. Based on their investigation and evaluation, Class and PAGA Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of the Class Members and PAGA Group Members in light of all known facts and circumstances, including the risk of significant delay, defenses asserted by Defendants, and numerous potential appellate issues.

Defendants have denied and continue to deny the factual and legal allegations in the case, deny any liability or wrongdoing associated with the claims alleged in the Actions, and believe that they have valid defenses to the claims alleged in the Actions. By agreeing to settle, Defendants are *not* admitting liability on any of the factual allegations or claims or that the cases can or should proceed or are manageable as a class action or PAGA action. Defendants have agreed to settle the cases as part of a compromise. Nothing in this Settlement Agreement shall be construed or deemed as an admission of liability, culpability, negligence, or wrongdoing by Defendants.

III. Summary of Settlement Terms

Plaintiffs and Defendants have agreed to settle the Actions in a class and PAGA settlement (“Settlement”). The following is a summary of the Settlement’s provisions. The terms of the proposed Settlement are set forth in a longer document called the “Joint Stipulation of Class Action and PAGA Settlement and Release” (“Stipulation of Settlement”). The Court file has the settlement documents, which explain the settlement in greater detail. You can contact the Settlement Administrator or Class and PAGA Counsel for copies. You can also follow the procedures below in the section entitled “Examination of Papers and Inquiries.”

A. The Gross Settlement Amount and Prospective Relief

Plaintiffs and Defendants agreed to settle the claims set forth in Section III.E., below, in exchange for the Gross Settlement Payment of \$2,600,000, which will be used for: (1) Class Member Payments; (2) Class and PAGA Counsel’s attorneys’ fees and costs; (3) the cost of settlement administration; (4) the PAGA Settlement Amount to the LWDA and PAGA Group Members; and (5) service payments to the named Plaintiffs. The Class Release Period for the class claims is from June 4, 2017 to November 30, 2022. The PAGA Release Period for the PAGA claims is from October 13, 2019 to November 30, 2022. Defendants will be separately responsible for paying any employer-side payroll taxes in addition to the Gross Settlement Payment.

Each Class Member who does not opt out of the Class will receive a Class Member Payment from the Net Settlement Amount. The Net Settlement Amount is the amount of money available for payment after deduction of the items (2)-(5) listed in the paragraph directly above. The approximate amount for the Net Settlement Amount is One Million Six Hundred Thirty-Six Thousand Three Hundred Thirty-Three (\$1,636,333).

PAGA Group Members cannot opt out of the PAGA Settlement. The PAGA Settlement Amount of approximately \$81,816 will be allocated to the resolution of the PAGA Group Members and the LWDA’s claims arising under PAGA. Approximately \$61,362 of the PAGA Settlement Amount will be paid to the LWDA, and approximately \$20,454 will be distributed to the PAGA Group Members.

B Class and PAGA Representative Enhancement Payments

The Class and PAGA Representatives, Maria Gamez-Martinez and Luis Palencia Caba, will each request an enhancement payment of up to \$10,000, subject to Court approval, for bringing their lawsuits and service as the Plaintiffs.

C. Attorneys' Fees and Litigation Costs/Expenses

The Settlement provides for payment of up to \$866,666.66 in Attorneys' Fees and Costs not to exceed \$52,000 to Class and PAGA Counsel, subject to Court approval.

D. Class Member Payment and PAGA Group Member Payment

The Settlement Administrator, [_____,] will mail Class Member Payments to each Class Member who does not opt out of the Class and PAGA Group Member Payments to each PAGA Group Member.

Each Settlement Class Member's estimated Class Member Payment is based on the number of workweeks worked during the Class Release Period. Specifically, the number of total workweeks each Class Member worked is divided by the total workweeks worked for the entire Class, and the resulting percentage is multiplied by the Net Settlement Amount to determine each Class Member Payment. There are a total of approximately 177,316 workweeks worked by all the Class Members. Based on Defendants' records, you have worked [insert individual workweeks] in the Class Release Period. Therefore, the value of each Class Member Payment ties directly to the amount of workweeks the Class Member worked.

If less than 100% of the Class Members participate, then each Settlement Class Member's claim will be increased proportionally until 100% of the Net Settlement Amount is paid to all Class Members who do not opt out.

Your estimated Class Member Payment is: \$_____.

Similar to the Settlement Class Member's payments, each PAGA Group's estimated PAGA Group Member Payment will be based on the number of pay periods worked during the PAGA Release Period. Specifically, the number of total pay periods each PAGA Group Member worked is divided by the total pay periods worked for all the PAGA Group Members, and the resulting percentage will be multiplied by approximately \$12,500 to determine each PAGA Group Member's Payment. There are a total of approximately 46,862 pay periods worked by all the PAGA Group Members. Based on Defendants' records, you have worked [insert individual pay periods] in the PAGA Release Period. Therefore, the value of each PAGA Group Member Payment ties directly to the amount of pay periods that the PAGA Group Member worked. Note: because the time period included in the PAGA Group is shorter than the time period included in the Class Member Group, some Class Members might *not* also qualify as PAGA Group members.

Your estimated PAGA Group Member Payment is: \$_____.

As applicable, IRS Forms W-2 and 1099 will be distributed to Settlement Class Members, PAGA Group Members, and the appropriate taxing authorities reflecting the payments that Class Members and PAGA Group Members receive under the Settlement. Class Members and PAGA Group Members should consult their tax advisors concerning the tax consequences of the payments they receive. The settlement payments are allocated as follows: 10% to wage claims as W-2 Income; and 30% to interest, and 60% to penalties as Form 1099-MISC payments, to be reported by the Settlement Administrator. Employee-side payroll taxes, if any, will be calculated for the wage payments to Class Members and the appropriate amount deducted from the Class Member Payments. All PAGA Group Member payments will be treated as non-wages.

The Class Settlement Payment and/or the PAGA Group Settlement Payment are referred together as the Individual Settlement Payment. If Class Members and PAGA Group Members do not cash their checks within

the 180-day period, or a check is undeliverable, those checks will become void and the settlement payment amounts will be paid out to a mutually agreed-upon non-profit organization (a “cy pres recipient”) pursuant to Code of Civil Procedure section 384. The Parties agree to designate one to two recipients of unclaimed funds from the Individual Settlement Payments at least 30 days before Final Approval.

E. Releases

Upon the final approval by the Court of the Stipulation of Settlement, the Settlement Class Members, Plaintiffs, and PAGA Group Members will be deemed to have released as follows:

“Release” means that Plaintiffs, Settlement Group Members, and the LWDA will forever release claims against the Released Parties for the applicable periods as set forth in this Agreement. All Class Members who do not opt-out of the Released Class Claims will be bound by a release of all released claims falling within the definition of the “Released Class Claims.” Plaintiffs, PAGA Group Members, and the LWDA will be bound by a release, without an ability to opt out, of all Released PAGA Claims for PAGA penalties that fall within the definition of the “Released PAGA Claims.”

Release by Class Members Who Do Not Opt Out: Upon the Effective Date, “Released Class Claims” means, with respect to the Class Settlement Period, all statutory (non-PAGA) claims that were alleged or could have been alleged in the Consolidated Complaint or Action(s) based on the same facts, including: (i) Failure to Pay Minimum and Overtime Wages (Cal. Lab. Code §§ 204, 223, 224, 510, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (ii) Failure to Provide Meal and Rest Breaks and Pay Meal and Rest Break Premiums (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iii) Failure to Provide Accurate Paystubs (Cal. Lab. Code §§ 226 and 1198); (iv) Waiting Time Penalties (Cal. Lab. Code §§ 201, 202, and 203); (v) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab. Code §§ 2800 and 2802); (vi) Failure to Pay Split Shift Premiums (Cal. Lab. Code §§ 1198); and (vii) claims under California Business & Professions Code Sections 17200 et seq. (the “UCL”) relating to or arising out of the above alleged claims (i)-(vi); and (viii) all damages, penalties, interest, attorneys’ fees and costs, and other amounts recoverable for claims (i)-(vii); under California and federal law, to the fullest extent permissible by law, including but not limited to the California Labor Code, the applicable Wage Orders, and the UCL.

Release by PAGA Group Members: Upon the Effective Date, “Released PAGA Claims” means, with respect to the PAGA Settlement Period, all claims for civil penalties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) alleged or could have been alleged based on the same facts alleged in the Action(s) based on: (i) Overtime Violations (Cal. Lab. Code §§ 510 and 1198); (ii) Minimum Wage Violations (Cal. Lab. Code §§ 204, 223, 224, 1182.12, 1194, 1194.2, 1197, 1197.1, and 1198); (iii) Meal Period Violations (Cal. Lab. Code §§ 226.7, 512(a), and 1198); (iv) Rest Period Violations (Cal. Lab. Code §§ 226.7 and 1198); (v) Inaccurate Wage Statements (Cal. Lab. Code §§ 226(a) and 1198); (vi) Failure to Timely Pay All Earned Wages Upon Termination (Cal. Lab. Code §§ 201, 202, and 203); (vii) Failure to Reimburse all Business Expenditures and/or Losses (Cal. Lab. Code §§ 2800 and 2802); (viii) Failure to Pay Split Shift Premiums (Cal. Lab. Code § 1198); (ix) Failing to Provide Suitable Seating (Cal. Lab. Code § 1198); (x) Failure to Provide Written Notice of Information Material to Employees’ Employment (Cal. Lab. Code §§ 2810.5(a)(1)(A)-(C)). The “Released PAGA Claims” do not release any non-PAGA (*i.e.*, statutory) right of action and/or wage and hour claim(s) held by individual aggrieved employees except for those identified in the definition of “Released Class Claims.”

Released Parties means Defendants Caleres, Inc., and BG Retail, LLC, and each of Defendants’ past and present parents, subsidiaries and affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, agents, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any of the foregoing.

IV. Notice of Hearing on Final Approval of Settlement

A final approval hearing will be held before the Honorable Jill H. Talley on _____, at ____ a.m. in Department 27 of the Superior Court of the State of California for the County of Sacramento, located at 720 9th Street, Sacramento, California 95814, to determine whether the proposed Settlement of the Actions is fair, reasonable, and adequate, and should be finally approved by the Court. The Court may adjourn the hearing from time to time, without further notification, as the Court may direct. You are not required to attend the Hearing. For more information on attending the hearing remotely, either by telephone and/or by video, visit the Court's website.

V. Your Options Under the Settlement

The purpose of this Notice is to inform you of the proposed settlement and of your options. Each option has its consequences, which you should understand before making your decision. Your rights regarding each option, and the steps you must take to select each option, are summarized below.

Important Note: Defendants will not retaliate against you in any way for either participating or not participating in this Settlement.

Option 1 – *Do Nothing:* To Participate in the Settlement, You Do Not Need to Do Anything

If you want to receive money from the Settlement, you do not need to do anything. If the Court grants final approval of the Settlement, you will receive payment for your share of the Net Settlement Amount and will have released the Released Class Claims identified in Paragraph III.E., above. If you move, please promptly provide your current mailing address to the Settlement Administrator.

Option 2 – *Submit an Objection with the Administrator*

As a Class Member, you may file a legal objection to the proposed Settlement. If you would like to object, you may not opt out of this Settlement. A Notice of Objection must be delivered to the Settlement Administrator by the Response Deadline and state why you object to the Settlement. The Response Deadline for Notices of Objection is [30] calendar days from the mailing of the Notice Packet by the Settlement Administrator, unless the 30th calendar day falls on a Sunday or Federal holiday, in which case the Response Deadline shall be extended to the next weekday or non-Holiday. For the Notice of Objection to be valid, it must be timely and include: (a) the Class Member's full name, signature, address, and telephone number; and (b) a written statement of all grounds for the objection. You may also include copies of any papers, briefs, or other documents upon which the objection is based. The Notice of Objection must be mailed or emailed to the Settlement Administrator at the specified address on or before [_____] [the Response Deadline/30 days following mailing of notice]. The date of the postmark on a mailed Notice of Objection will be the exclusive means to determine whether a mailed Notice of Objection has been timely submitted. Late objections will not be considered. By submitting an objection, you are not excluding yourself from the settlement.

You may also, if you wish, appear at the Final Approval Hearing set for _____ at _____ .m. in the Superior Court of the State of California, for the County of Sacramento. At that Hearing, you may discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing at your expense. (No attorneys' fees or costs will be paid by Defendants, Plaintiffs, or Class and PAGA Counsel for such attorneys' appearance at the hearing on final approval.) Any Class Member who does not make and serve written objections within the time and in the manner provided above will be deemed to have waived such objections and will be foreclosed from making any objections (in person at the Final Approval Hearing, by appeal, or otherwise) to the Settlement.

Option 3 – *Opt Out/Request for Exclusion*

You may also opt out of your Class Member Payment, but not your PAGA Group Member Payment. To exclude yourself from the Class Member Payment portion of the Settlement, you must send a letter requesting that you be excluded from the settlement by the Response Deadline. The Response Deadline for Requests for

Exclusion is [30] calendar days from the initial mailing of the Notice Packet by the Settlement Administrator, unless the 30th calendar day falls on a Sunday or Federal holiday, in which case the Response Deadline shall be extended to the next weekday or non-holiday. To the extent your mailed Notice Packet is returned as undeliverable, you will be permitted at least thirty (30) calendar days from any re-mailing of the Notice Packet to submit your Request for Exclusion, but in no event later than fifteen (15) calendar days after the close of the Response Deadline.

The Request for Exclusion must: (a) be signed by the Class Member; (b) contain the full name, current address, telephone number of the Class Member; (c) clearly state that the Class Member does not wish to be included in the Settlement; (d) be returned by mail to the Settlement Administrator at the specified address; and (e) be emailed or postmarked on or before [30 days from mailing; the Response Deadline/30 days following mailing of notice]. The date of the postmark on the return mailing envelope will be the exclusive means to determine whether a mailed Request for Exclusion has been timely submitted. If you submit a defective Request for Exclusion, you will be given an opportunity to cure the defect(s). If you submit a defective Request for Exclusion, you will have until the later of (a) the Response Deadline, or (b) 15 calendar days from the date of the cure letter sent by the Settlement Administrator, to postmark a valid Request for Exclusion. If the revised Request for Exclusion is not postmarked within that time period, it shall be deemed untimely. If you fail to correct the deficiencies after receiving the cure letter, the Settlement Administrator has no further obligation to give notice of a need to cure.

A Class Member who does not request exclusion from the settlement will be deemed a Class Member and will be bound by all terms of the Settlement Agreement if the settlement is granted final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released all of the Released Claims identified in Paragraph III.E., above.

If you choose **Option 2** and the Court overrules your objection to the settlement, you will still be entitled to the money from the settlement and you will be deemed to have released all of the Released Claims identified in Paragraph III.E., above.

If you choose **Option 3** and the Court grants final approval of the settlement, you will not receive any Class Member Payment and you will not release your individual non-PAGA claims against Defendants. You will receive any PAGA Group Member Payment and you will release your PAGA claims against Defendants.

VI. Examination of Papers and Inquiries

This Notice of Class Action and PAGA Action Settlement is only a summary of the Action and the Stipulation of Settlement and does not purport to be comprehensive. For more detailed information, you may refer to the underlying documents and papers on file with the Court, located at 720 9th Street, Sacramento, California 95814, during the regular business hours of each business day. You may also contact Class and PAGA Counsel, whose contact information is below, and they will provide you with a copy of the settlement documents free of charge.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact Class and PAGA Counsel below, or the Settlement Administrator at the telephone number listed below, toll free. Please refer to the Caleres, Inc./BG Retail Class Action and PAGA Action Settlement.

Mark Yablonovich Monica Balderrama Tony Roberts LAW OFFICES OF MARK YABLONOVICH 9595 Wilshire Boulevard, Suite 900 Beverly Hills, California 90212-2511 Telephone: (310) 286-0246	Steven M. Tindall GIBBS LAW GROUP LLP 1111 Broadway, Suite 2110 Oakland, California 94607 Telephone: (510) 350-9700	John H. Douglas DOUGLAS LAW OFFICES 100 Pine St., Suite 1250 San Francisco, California 94111 Telephone: (415) 794-4751
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PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR THE ATTORNEYS FOR DEFENDANTS WITH INQUIRIES.

Signature Certificate

Reference number: K37BO-MRUGX-FCHPA-HC5GE

Signer

Luis Palencia Caba

Email: luis95961@yahoo.com

Sent:

15 Jun 2023 16:25:09 UTC

Viewed:

15 Jun 2023 20:00:23 UTC

Signed:

15 Jun 2023 20:02:02 UTC

Timestamp

Signature



Recipient Verification:

✓ Email verified

15 Jun 2023 20:00:23 UTC

IP address: 99.17.4.215

Location: Rancho Cordova, United States

Document completed by all parties on:

15 Jun 2023 20:02:02 UTC

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