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HUGO BOSS RETAIL, INC.

13 SUPERIOR COURT OF CALIFORNIA

14 COUNTY OF SAN DIEGO

15 KEVIN BECERRA, on behalf of himself
and others similarly situated,

16 Plaintiff,

17 v.

18 HUGO BOSS RETAIL, INC., a Delaware
19 Corporation; and DOES 1 through 50,
inclusive,

20 Defendants.

Case No. 37-2021-00002933-CU-OE-CTL

JOINT STIPULATION FOR CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE

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employed by Defendant in California during the Class Period.

6. “Class Period” means the period from May 21, 2018, through the earlier of the date of preliminary approval of the Settlement Agreement or December 21, 2021 (the “Class Cut-Off”).

7. “Class/PAGA Representative Enhancement Payment” means the amount to be paid to Plaintiff in the Action and the Related Action in recognition of his effort and work in prosecuting the Action on behalf of Class Members and PAGA Members, and for his general release of claims. Subject to the Court granting final approval of this Settlement Agreement and subject to the exhaustion of any and all appeals, Plaintiff will request Court approval of Class/PAGA Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500).

8. “Court” means the California Superior Court for the County of San Diego.

9. “Defendant” mean Hugo Boss Retail, Inc.

10. “Effective Date” means the latter of : (1) the last date after the final judgment by which a notice of appeal of the order granting final approval or the final judgment may be timely filed, and none is filed; or (2) if a notice of appeal from the order granting final approval or the final judgment is filed, the date on which the Superior Court’s order granting final approval or final judgment is finally affirmed or upheld without any further right of appeal by any party or third party and following the expiration of any such period for such further appeal that may be available.

11. “First Amended Complaint” means the proposed First Amended Complaint attached hereto as **Exhibit A**, which adds putative class claims for the same alleged labor code violations as set forth in the PAGA action (and as previously alleged in the Related Action) for the period May 21, 2018 to present.

12. “Gross Fund” means the agreed amount of Three Hundred and Fifty Thousand Dollars (\$350,000), to be paid by Defendant in full satisfaction of all Released Claims arising from the Action, which includes all Individual Settlement Payments to Participating Class Members, Attorneys’ Fees and Costs to Class Counsel, the Class/PAGA Representative Enhancement Payment to Plaintiff, the Labor and Workforce Development Agency Payment, payments to the PAGA Members, and Settlement Administration Costs to the Settlement Administrator. This Gross Fund has been agreed to by Plaintiff and Defendant based on the aggregation of the agreed-upon settlement

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1 value of individual claims in the Action. In no event will Defendant be liable for more than the Gross
2 Fund. There will be no reversion of the Gross Fund to Defendant. Defendant will be separately
3 responsible for any employer payroll taxes required by law, which shall not be paid from the Gross
4 Fund.

5 13. "Individual Settlement Payment" means each Participating Class Member's respective share
6 of the Net Settlement Amount.

7 14. "Labor and Workforce Development Agency Payment" means the amount that the Parties
8 have agreed to pay to the Labor and Workforce Development Agency ("LWDA") in connection with
9 the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").
10 The Parties have agreed that Twenty-Five Thousand Dollars (\$25,000) of the Gross Fund will be
11 allocated to the resolution of claims arising under PAGA. Pursuant to PAGA, Seventy-Five Percent
12 (75%) of the PAGA Settlement Amount or \$18,750 will be paid to the California Labor and
13 Workforce Development Agency, and Twenty-Five Percent (25%) of the PAGA Settlement Amount
14 or \$6,250 (the PAGA Payments) will be paid to PAGA Members.

15 15. "Net Settlement Amount" means the portion of the Gross Fund remaining after deducting the
16 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the Labor and
17 Workforce Development Agency Payment, the PAGA Payment, and Settlement Administration
18 Costs. The Net Settlement Amount will be distributed to Participating Class Members. There will be
19 no reversion of the Net Settlement Amount to Defendant if any funds cannot be distributed.

20 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
21 Settlement Agreement. For the Notice of Objection to be valid, it must include: (i) the objector's full
22 name, signature, address, and telephone number, (ii) a written statement of all grounds for the
23 objection accompanied by any legal support for such objection; and (iii) copies of any papers, briefs,
24 or other documents upon which the objection is based, if any documents are a basis of the objection.

25 17. "Notice Packet" means the Notice of Class Action Settlement, substantially in the form
26 attached as **Exhibit B**.

27 18. "PAGA Members" are the individual Class Members who were employed in California at
28 any point from November 2, 2019, through Preliminary Approval or the Class Cut-Off Date,

whichever comes first.

19. “PAGA Period” means the time from November 2, 2019 through Preliminary Approval or the Class Cut-Off Date, whichever comes first.

20. “Parties” means Plaintiff and Defendant collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion from the Settlement Class.

22. "Plaintiff" means Kevin Becerra.

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

24. “Related Action” means the separate action filed by Plaintiff in San Diego County Superior Court Case No. 37-2020-00040096-CU-OE-CTL.

25. “Released Claims” means all claims, rights, demands, liabilities, and causes of action, arising from, or related to, the claims that were alleged in the operative complaint and the LWDA letters or that could have been alleged based on the facts asserted in the operative complaint or LWDA letters, (including the proposed First Amended Complaint and amended LWDA letters), which included claims for unpaid wages, minimum wage, overtime premiums, meal and rest breaks (and related premiums), suitable seating claims, failure to maintain records, timely wages, inaccurate wage statements, waiting time penalties, and unfair business practices / PAGA based upon the same, and includes claims under Labor Code sections 90.5, 200-204, 210, 226, 226.3, 226.7, 233, 246, 256, 510, 512, 558, 1182.12 et seq., 1174, 1174.5, 1194, 1194.2, 1197, 1198, 1199, and 2698 et seq., and the applicable CA wage orders, and Bus. & Prof. Code sections 17200 et seq., as well as any claims that could have been pled which relate to such claims or arise from the same or similar facts concerning the Plaintiff and Covered Class Members, as well as any claims under the FLSA, California Labor Code and California Industrial Welfare Commission Wage Orders that were alleged or which could have been alleged under the same or similar facts, allegations and/or claims pleaded in the Action and Related Action or any of Plaintiff’s letters (or attachment(s)) to the LWDA arising during the Class Period or PAGA Period In addition, to the extent required by law, the cashing of the settlement check by the Settlement Class Members shall be deemed to be an opt-in for purposes of releasing releasees

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1 from any claims predicated under the FLSA that could have been alleged under the same or similar
2 facts, allegations and/or claims pled in the Action, the Related Action, and/or alleged in any of the
3 letters (or attachment(s)) sent to the LWDA by or on behalf of Plaintiff. The Settlement Administrator
4 shall include a legend on the settlement check stating "By cashing this check, I am to the extent
5 required by law opting into the settlement in *Becerra v. Hugo Boss*, San Diego County Superior
6 Court Case number 37-2021-00002933-CU-OE-CTL, under FLSA, 29 U.S.C. § 216(b), and
7 releasing all claims under the FLSA described in the Settlement Agreement." The claims set forth in
8 this paragraph shall be collectively referred to as the "Released Claims."

9 26. "Released Parties" means Defendant and each of its respective former and present parents,
10 subsidiaries, divisions, and affiliated corporations and entities and each of their respective former and
11 present officers, directors, employees, partners, shareholders, principals, agents, attorneys, insurers,
12 and any other assigns or legal representatives.

13 27. "Release Period" means May 21, 2018 through the Effective Date.

14 28. "Request for Exclusion" means a timely letter submitted by a Class Member indicating a
15 request to be excluded from the non-PAGA portion of the Settlement. The Request for Exclusion
16 must: (i) set forth the name, address, telephone number and last four digits of the Social Security
17 Number of the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be
18 returned to the Settlement Administrator; (iv) clearly state that the Class Member does not wish to be
19 included in the Settlement; and (v) be faxed or postmarked on or before the Response Deadline.

20 Even if a Class Member submits a valid Request for Exclusion and regardless of any other provision
21 in this Agreement, the Class Member will still release all PAGA claims within the Released Claims.

22 29. "Response Deadline" means the deadline by which Class Members must postmark or fax to
23 the Settlement Administrator Requests for Exclusion, Notices of Objection or workweek disputes.
24 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the Notice
25 Packet by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a Sunday or
26 State holiday, in which case the Response Deadline will be extended to the next day on which the
27 U.S. Postal Service is open.

28 30. "Settlement Administration Costs" means the costs payable from the Gross Fund to the
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1 Settlement Administrator for administering this Settlement, including, but not limited to, printing,
2 distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross Fund,
3 and providing necessary reports and declarations, as requested by the Parties. The Settlement
4 Administration Costs will be paid from the Gross Fund, including, if necessary, any such costs in
5 excess of the amount represented by the Settlement Administrator as being the maximum costs
6 necessary to administer the Settlement.

7 31. "Settlement Administrator" means Simpluris or any other third-party class action settlement
8 administrator agreed to by the Parties and approved by the Court for the purposes of administering
9 this Settlement. The Parties each represent that they do not have any financial interest in the
10 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
11 could create a conflict of interest.

12 32. "Unknown Claims" means any and all actions, suits, claims, demands, rights, liabilities, and
13 causes of action which specifically relate to the Released Claims that Plaintiff or the Participating
14 Class Members do not know of or suspect to exist in their favor, which, if known by any of them,
15 might have affected their agreement to the Settlement. With respect to Unknown Claims, as of Final
16 Approval, Participating Class Members hereby **only** expressly waive and relinquish, to the fullest
17 extent permitted by law, **insofar as the claims arise from, or are related to, the Released Claims,**
18 the benefits of section 1542 of the California Civil Code (as well as any and all provisions, rights, and
19 benefits of any similar state or federal law), which states:

20
21 A general release does not extend to claims that the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing the
23 release, and that, if known by him or her would have materially affected his or
24 her settlement with the debtor or released party.

25 Thus, if the facts relating to this Settlement are found hereafter to be different from the facts now
26 believed to be true, the Release set forth in this Agreement will remain fully effective. The provisions
27 of this paragraph also apply to the PAGA claims that are released by Class Members who opt-out of
28 the non-PAGA portions of the settlement.

33. "Workweeks" means each full or partial week that each Class Member during the Class

1 Period performed work for Defendant. All Class Members will be credited with at least one
2 Workweek.

3 TERMS OF AGREEMENT

4 Plaintiff, on behalf of themselves and the Settlement Class, and Defendant agree as follows:

5 34. Funding of the Gross Fund. Defendant will send a one-time check or wire transfer in the
6 amount of the Gross Fund of Three Hundred and Fifty Thousand Dollars (\$350,000) to the
7 Settlement Administrator, which will be deposited into a Qualified Settlement Account to be
8 established by the Settlement Administrator. Defendant will pay the employer's share of payroll
9 taxes separately. After the Effective Date, the Gross Fund will be used for: (i) Individual Settlement
10 Payments; (ii) the Labor and Workforce Development Agency Payment; (iii) the PAGA Payment;
11 (iv) the Class Representative Enhancement Payment; (v) Attorneys' Fees and Costs; and (vi)
12 Settlement Administration Costs. Defendant will send a check in the amount of the Gross Fund
13 within ten (10) business days of the Effective Date. Defendant shall submit any additional payroll
14 taxes within ten (10) business days following calculations from the Settlement Administrator.

15 35. Attorneys' Fees and Costs. Class Counsel will file a motion for Attorneys' Fees and Costs of
16 not more than One Hundred Fifteen Thousand Five Hundred Dollars (\$115,500), plus the
17 reimbursement of costs and expenses associated with Class Counsel's litigation and settlement of the
18 Action, not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Gross
19 Fund. These amounts satisfy all of the claims for attorney's fees and costs in the Action and the
20 Related Action. A reduction in these amounts by the Court is not grounds to void the Agreement and
21 the amount of the reduction will revert to the Net Settlement Fund.

22 36. Class Representative Enhancement Payments. In exchange for a general and complete
23 release, and in recognition of his efforts and work in prosecuting the Action and Related Action on
24 behalf of Class Members, Defendant agrees not to oppose or impede any application or motion for a
25 Class Representative Enhancement Payment of Seven Thousand Five Hundred Dollars (\$7,500). A
26 reduction in this amount by the Court is not grounds to void the Agreement. The Class
27 Representative Enhancement Payment will be paid from the Gross Fund and will be in addition to
28 Plaintiff's Individual Settlement Payment paid pursuant to the Settlement. Plaintiff will be solely and

1 legally responsible to pay any and all applicable taxes on the Class Representative Enhancement
2 Payment.

3 37. Settlement Administration Costs. The Settlement Administrator will be paid for the
4 reasonable costs of administration of the Settlement and distribution of payments from the Gross
5 Fund, which is currently estimated to be Nine Thousand Six Hundred and Sixty-Four Dollars and
6 Ninety-One (\$9,664.91). These costs, which will be paid from the Gross Fund, will include, *inter*
7 *alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2
8 IRS Forms, distributing Notice Packets, calculating and distributing the Gross Fund, and providing
9 necessary reports and declarations.

10 38. Labor and Workforce Development Agency Payment. Subject to Court approval, the Parties
11 agree that the amount of Twenty-Five Thousand Dollars (\$25,000) from the Gross Fund will be
12 designated for satisfaction of Plaintiff's and Class Members' PAGA claims. Pursuant to PAGA,
13 Seventy-Five Percent (75%), or Eighteen Thousand Seven Hundred and Fifty Dollars (\$18,750), of
14 this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Six Thousand Two Hundred
15 and Fifty Dollars (\$6,250), will be paid to PAGA Members (regardless of whether PAGA Members
16 object to the Settlement or are excluded from the Class Settlement), based upon workweeks worked
17 during the PAGA period.

18 39. Net Settlement Amount. The entire Net Settlement Amount will be distributed to
19 Participating Class Members. No portion of the Net Settlement Amount will revert to or be retained
20 by Defendant.

21 40. Individual Settlement Payment Calculations. Individual Settlement Payments will be
22 calculated and apportioned from the Net Settlement Amount based on the number of Workweeks a
23 Class Member worked during the Class Period. Specific calculations of Individual Settlement
24 Payments will be made as follows:

25 40(a) The Claims Administrator will calculate the total number of Workweeks worked
26 by each Class Member during the Class Period and the aggregate total number of
27 Workweeks worked by all Class Members during the Class Period.

28 40(b) To determine each Class Member's estimated share of the Net Settlement

1 Amount, the Settlement Administrator will use the following formula: The Net Settlement
2 Amount will be divided by the aggregate total number of Workweeks, resulting in the
3 “Workweek Value.”

4 40(c) Each Class Member’s share of the Net Settlement Amount will be calculated by
5 multiplying each individual Class Member’s total number of Workweeks by the Workweek
6 Value. The Individual Settlement Payment will be reduced by any required deductions for
7 each Class Members as specifically set forth herein, including employee-side tax
8 withholdings or deductions.

9 40(d) The entire Net Settlement Amount will be disbursed to all Class Members who
10 do not submit timely and valid Requests for Exclusion. If there are any valid and timely
11 Requests for Exclusion, the Settlement Administrator shall proportionately increase each
12 Participating Class Member’s share of the Net Settlement Amount according to the number
13 of Workweeks worked, so that the amount actually distributed to the Settlement Class equals
14 100% of the Net Settlement Amount.

15 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to Participating
16 Class Members under this Settlement, as well as any other payments made pursuant to this
17 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which
18 any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans,
19 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit
20 plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect any rights,
21 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

22 42. Administration Process. The Parties agree to cooperate in the administration of the settlement
23 and to make all reasonable efforts to control and minimize the costs and expenses incurred in
24 administration of the Settlement.

25 43. Delivery of the Class List. Within thirty (30) calendar days of Preliminary Approval,
26 Defendant will provide the Class List to the Settlement Administrator.

27 44. Notice by First-Class U.S. Mail. Within fifteen (15) calendar days after receiving the Class
28 List from Defendant, the Settlement Administrator will mail a Notice Packet to all Class Members via

1 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
2 List as updated by the process in Paragraph 44, below.

3 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
4 Administrator will perform a search based on the National Change of Address Database for
5 information to update and correct for any known or identifiable address changes. Any Notice Packets
6 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will
7 be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
8 Settlement Administrator will indicate the date of such re-mailing on the Notice Packet. If no
9 forwarding address is provided, the Settlement Administrator will promptly attempt to determine the
10 correct address using a skip-trace, or other search using the name, address and/or Social Security
11 number of the Class Member involved, and will then perform a single re-mailing. Those Class
12 Members who receive a re-mailed Notice Packet, whether by skip-trace or by request, will have
13 between the later of (i) an additional fifteen (15) calendar days or (ii) the Response Deadline to
14 submit a Request for Exclusion or an objection to the Settlement.

15 46. Notice Packets. All Class Members will be mailed a Notice Packet. Each Notice Packet will
16 provide: (i) information regarding the nature of the Action; (ii) a summary of the Settlement's
17 principal terms; (iii) the Settlement Class definition; (iv) the total number of Workweeks each
18 respective Class Member worked for Defendant during the Class Period; (v) each Class Member's
19 estimated Individual Settlement Payment and the formula for calculating Individual Settlement
20 Payments; (vi) the dates which comprise the Class Period; (vii) instructions on how to submit
21 Requests for Exclusion, Notices of Objection or Workweek disputes; (viii) the deadlines by which the
22 Class Member must postmark or fax Request for Exclusions, Notices of Objection or Workweek
23 disputes; and (ix) the claims to be released.

24 47. Disputed Information on Notice Packets. Class Members will have an opportunity to dispute
25 the Workweek information provided in their Notice Packets. To the extent Class Members dispute
26 their employment dates or the number of Workweeks on record, Class Members may produce
27 evidence to the Settlement Administrator showing that such information is inaccurate. The
28 Settlement Administrator will decide the dispute. Defendant's records will be presumed correct, but

1 the Settlement Administrator will evaluate the evidence submitted by the Class Member and will
2 make the final decision as to the merits of the dispute. All disputes will be decided within ten (10)
3 business days of the Response Deadline.

4 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
5 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
6 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
7 receiving the defective submission to advise the Class Member that his or her submission is defective
8 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will
9 have until the later of (i) Response Deadline or (ii) fifteen (15) calendar days from the date of the cure
10 letter, whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised
11 Request for Exclusion is not postmarked or received by fax within that period, it will be deemed
12 untimely.

13 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the non-
14 PAGA portion of the Settlement Agreement must sign and fax or postmark a written Request for
15 Exclusion to the Settlement Administrator within the Response Deadline. In the case of Requests for
16 Exclusion that are mailed to the Settlement Administrator, the postmark date will be the exclusive
17 means to determine whether a Request for Exclusion has been timely submitted. Any potential Class
18 Member who validly requests to be excluded from the Settlement will no longer be a Participating
19 Class Member, will not be entitled to any recovery under this Settlement Agreement (except to the
20 extent the PAGA Settlement is approved and the Class Member is entitled to receive a share of the
21 PAGA Payment), and will not be bound by the terms of the Settlement or have any right to object,
22 appeal, or comment thereon.

23 50. Class Size. The Gross Fund was calculated based on the understanding that there were
24 approximately 15,000 estimated pay periods through the date of mediation. In the event the total pay
25 periods on the final class list is more than 10% larger, at the option of the Defendant, the Defendant
26 shall either increase the Gross Settlement Amount pro rata, with a 10% grace margin (i.e. if the
27 numbers increase by 12%, the Gross Settlement Amount shall increase by 2%), or elect to limit the
28 date for determining class membership so as to limit the class size to a maximum of no more than

10% of the estimated class.

51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Claims during the Release Period, as well as any Judgment that may be entered by the Court if it grants final approval to the Settlement.

52. Objection Procedures. To object to the Settlement Agreement, a Class Member must fax or postmark a valid Notice of Objection to the Settlement Administrator on or before the Response Deadline. The Notice of Objection must be signed by the Class Member and contain all information required by this Settlement Agreement. 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. Class Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a Class Member submits both a valid Request for Exclusion and a Notice of Objection, the Notice of Objection shall be void and the Class Member will be deemed to have opted out of the non-PAGA portions of the Settlement.

53. Certification Reports Regarding Individual Settlement Payment Calculations. The Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that certifies the number of Class Members who have submitted valid Requests for Exclusion, objections to the Settlement, and whether any Class Member has submitted a challenge to any information contained in their Notice Packet. Additionally, the Settlement Administrator will provide to counsel for both Parties any updated reports regarding the administration of the Settlement Agreement as needed or requested.

54. Distribution Timing of Settlement Payments. Within fifteen (15) calendar days of the Effective Date, the Settlement Administrator will issue payments to: (i) Participating Class Members; (ii) the Labor and Workforce Development Agency; (iii) PAGA payments to Class Members who opted out of the non-PAGA portions of the settlement; (iv) Plaintiff; and (v) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services performed in connection with the Settlement.

1 55. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment checks
2 returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more
3 than one hundred and eighty (180) calendar days after issuance will be tendered to CASA of San
4 Diego County, a child advocacy program that places Court Appointed Special Advocates For
5 Children.

6 56. Certification of Completion. Upon completion of administration of the Settlement, the
7 Settlement Administrator will provide a written declaration under oath to certify such completion to
8 the Court and counsel for all Parties. The Settlement Administrator will be solely responsible for
9 preparation of the declaration, and the Settlement Administrator's failure to comply with this
10 requirement will not affect the settlement's validity.

11 57. Treatment of Individual Settlement Payments. All Individual Settlement Payments will be
12 allocated as follows: (i) Thirty-three Percent (33%) of each Individual Settlement Payment will be
13 allocated as wages for which IRS Forms W-2 will be issued; and (ii) Sixty-Seven (67%) will be
14 allocated as non-wages (for alleged interest and penalties) for which IRS Forms 1099-MISC will be
15 issued. Each Class Member's Labor and Workforce Development Agency Payment will be allocated
16 as non-wages (for alleged interest and penalties) for which IRS Forms 1099-MISC will be issued.

17 58. Administration of Taxes by the Settlement Administrator. The Settlement Administrator will
18 be responsible for issuing to Plaintiff, Participating Class Members, Class Members receiving
19 payments from the Labor and Workforce Development Agency Payment, and Class Counsel any W-
20 2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
21 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
22 and penalties to the appropriate government authorities.

23 59. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect of the
24 payments called for hereunder, and Plaintiff and Participating Class Members are not relying on any
25 statement, representation, or calculation by Defendant or by the Settlement Administrator in this
26 regard.

27 60. Circular 230 Disclaimer. Each party to this agreement (for purposes of this section, the
28 "acknowledging party" and each party to this agreement other than the acknowledging party, an

1 “other party”) acknowledges and agrees that (1) no provision of this agreement, and no written
2 communication or disclosure between or among the parties or their attorneys and other advisers, is or
3 was intended to be, nor will any such communication or disclosure constitute or be construed or be
4 relied upon as, tax advice within the meaning of United States Treasury Department circular 230
5 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her,
6 or its own, independent legal and tax counsel for advice (including tax advice) in connection with this
7 agreement, (b) has not entered into this agreement based upon the recommendation of any other party
8 or any attorney or advisor to any other party, and (c) is not entitled to rely upon any communication
9 or disclosure by any attorney or advisor to any other party to avoid any tax penalty that may be
10 imposed on the acknowledging party; and (3) no attorney or advisor to any other party has imposed
11 any limitation that protects the confidentiality of any such attorney’s or adviser’s tax strategies
12 (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party
13 of the tax treatment or tax structure of any transaction, including any transaction contemplated by this
14 agreement.

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

19 62. Nullification of Settlement Agreement. In the event that: (i) the Court does not finally
20 approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other
21 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be
22 null and void. Any order or judgment entered by the Court in furtherance of this Settlement
23 Agreement will likewise be treated as void from the beginning. Furthermore, in the event that 4% or
24 more of the Class Members opt-out of the Settlement, or Class Members who represent more than
25 4% of the aggregate Workweeks opt-out of the Settlement, then Defendant shall have in their sole
26 discretion the option to nullify the Settlement Agreement which shall thereafter be null and void. The
27 amount of the Gross Fund is deemed a material term and Defendant may revoke the agreement if the
28 Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the

1 Gross Fund. Changes requested by the Court to the allocation of funds between PAGA and the
2 remaining class claims, or changes in the amount of attorney's fees and costs or enhancement awards
3 to Plaintiff, or changes to the procedures accompanying the administration of the Settlement will not
4 form the basis for any party in the Action and Related Actions to revoke this Agreement.

5 63. Preliminary Approval Hearing. Plaintiff will obtain a hearing before the Court to request the
6 Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order
7 for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary
8 approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement
9 Fairness Hearing. The Preliminary Approval Order will provide for the Notice Packet to be sent to all
10 Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff
11 will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include
12 the proposed Notice Packet, which will include both the proposed Notice of Class Action Settlement
13 document, attached as Exhibit A. Class Counsel will be responsible for drafting all documents
14 necessary to obtain preliminary approval, but Defendant's counsel will have the right to review the
15 drafts prior to filing.

16 64. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines
17 to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the Court's
18 permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final
19 Approval of the Settlement Agreement along with the amounts properly payable for: (i) Attorneys'
20 Fees and Costs; (ii) the Class Representative Enhancement Payments; (iii) Individual Settlement
21 Payments; (iv) the Labor and Workforce Development Agency Payment; and (v) all Settlement
22 Administration Costs. The Final Approval/Settlement Fairness Hearing will not be held earlier than
23 thirty (30) calendar days after the Response Deadline. Class Counsel will be responsible for drafting
24 all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting
25 the attorneys' fees and costs application to be heard at the final approval hearing, but Defendant's
26 counsel will have the right to review the drafts.

27 65. Dismissal of Related Action. Upon Final Approval, Plaintiff shall dismiss, with prejudice,
28 the Related Action.

1 66. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or
2 after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the
3 Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely
4 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii)
5 Settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under
6 court rules or as set forth in this Settlement Agreement.

7 67. Release by Plaintiff. Upon the Effective Date, in addition to the claims being released by all
8 Participating Class Members, Plaintiff will release and forever discharge the Released Parties, to the
9 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
10 asserted, which Plaintiff have or may have against the Released Parties as of the date of execution of
11 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of
12 the California Civil Code or similar provisions of other applicable law may apply, Plaintiff expressly
13 waive any and all rights and benefits conferred by the provisions of Section 1542 of the California
14 Civil Code or similar provisions of applicable law which are as follows: A general release does not
15 extend to claims that the creditor or releasing party does not know or suspect to exist in his or her
16 favor at the time of executing the release, and that, if known by him or her would have materially
17 affected his or her settlement with the debtor or released party.

18 68. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
19 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set
20 forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

21 69. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the
22 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
23 agreements may be deemed binding on the Parties, and no Party is relying on any representation not
24 contained in this agreement.

25 70. Amendment or Modification. No amendment, change, or modification to this Settlement
26 Agreement will be valid unless in writing and signed, either by the Parties or their counsel.

27 71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
28 represent they are expressly authorized by the Parties whom they represent to negotiate this

1 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
2 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
3 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
4 counsel will cooperate with each other and use their best efforts to effect the implementation of the
5 Settlement. If the Parties are unable to reach agreement on the form or content of any document
6 needed to implement the Settlement, or on any supplemental provisions that may become necessary
7 to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
8 such disagreement.

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

11 73. California Law Governs. All substantive terms of this Settlement Agreement and Exhibits
12 hereto will be governed by and interpreted according to the laws of the State of California, except to
13 the extent Federal Law applies.

14 74. Execution and Counterparts. This Settlement Agreement is subject only to the execution of
15 all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
16 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
17 copies of the signature page, will be deemed to be one and the same instrument.

18 75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
19 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and Related Actions
20 and have arrived at this Settlement after arm's-length negotiations with the assistance of an
21 experienced wage/hour mediator and in the context of adversarial litigation, taking into account all
22 relevant factors, present and potential. The Parties further acknowledge that they are each represented
23 by competent counsel and that they have had an opportunity to consult with their counsel regarding
24 the fairness and reasonableness of this Settlement.

25 76. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement
26 invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible
27 consistent with applicable precedents so as to define all provisions of this Settlement Agreement as
28 valid and enforceable.

1 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
2 certification for purposes of this Settlement only; except, that Plaintiff or Class Counsel may appeal
3 any reduction to the Attorneys' Fees and Costs below the amount they request from the Court, and
4 either party may appeal any court order that materially alters the Settlement Agreement's terms.

5 78. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
6 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
7 approved, the stipulation to certification will be void. The Parties further agree that certification for
8 purposes of the Settlement is not an admission that class action certification is proper under the
9 standards applied to contested certification motions and that this Settlement Agreement will not be
10 admissible in this or any other proceeding as evidence that either (i) a class action should be certified,
11 or (ii) Defendant is liable to Plaintiff or any Class Member or any other person or entity, other than
12 according to the Settlement's terms. The Parties are not certifying any PAGA claims. In support of
13 this Settlement Agreement, Plaintiff will request that the Court certify, for settlement purposes only,
14 all non-PAGA claims that have been asserted as to the Class Members, to which Defendant does not
15 oppose or object.

16 79. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that
17 has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering
18 into this Settlement, Defendant does not admit, and specifically denies, that it violated any federal,
19 state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any
20 other applicable laws, regulations or legal requirements; breached any contract; violated or breached
21 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct
22 with respect to its employees or anyone else. Neither this Settlement Agreement, nor any of its terms
23 or provisions, nor any of the negotiations connected with it, will be construed as an admission or
24 concession by Defendant of any such violations or failures to comply with any applicable law.
25 Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement
26 Agreement and its terms and provisions will not be offered or received as evidence in any action or
27 proceeding to establish any liability or admission on the part of Defendant or to establish the existence
28 of any condition constituting a violation of, or a non-compliance with, federal, state, local or other

1 applicable law.

2 80. Injunction Against Duplicative Claims: Upon Preliminary Approval of the Settlement
3 Agreement, all Class Members who do not opt out of the Settlement Class shall be enjoined from
4 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
5 proceedings in any state or federal court on an individual, representative, collective or class action
6 basis, or with the California Department of Industrial Relations' Division of Labor Standards
7 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any
8 other proceedings, regarding any of the Released Claims defined hereinabove. Any related pending
9 actions, claims, complaints, or proceedings in any state or federal court or with the DLSE or DOL,
10 shall be stayed until the Class Members have had an opportunity to decide to participate, object or file
11 a request for exclusion from this Settlement. In addition, Upon Preliminary Approval of the
12 Settlement Agreement, all Class Members (regardless of whether they opt-out) shall be enjoined from
13 filing, joining, or becoming a party, member or representative in any actions, claims, complaints, or
14 proceedings in any state or federal court on an individual, representative, collective or class action
15 basis, or with the California Department of Industrial Relations' Division of Labor Standards
16 Enforcement ("DLSE") or the United States Department of Labor ("DOL"), or from initiating any
17 other proceedings, regarding any of the Released Claims defined hereinabove to the extent the such
18 actions, claims, complaints, or proceedings are based on the PAGA claims released via this
19 Settlement.

20 81. No Public Comment: Neither the Parties nor their counsel Parties shall make or issue any
21 public statements to the press or any other third party, nor post any information on websites or other
22 public forums, concerning this Action in any way.

23 82. Encouragement of Class Members: The Parties to this Agreement and the counsel representing
24 such Parties shall not, directly or indirectly, through any person, encourage or solicit any Class Member
25 to exclude himself or herself from this Settlement (opt out) or to object to it. However, Class Counsel
26 and Defendant may respond to inquiries from Class Members. Class Counsel represents, through its
27 signature below, that it has not taken any action prior to signing this Agreement that would encourage
28 any Class Member to exclude himself or herself from this Settlement, or to object to it. Class Counsel

20.

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1 represents and warrants that at the time of signing this Agreement, it has no clients or prospective clients
2 who are potential plaintiffs with potential or actual causes of action against Defendant.

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

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

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

18 86. Representation by Counsel. The Parties acknowledge that they have been represented by
19 counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
20 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
21 Plaintiff and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

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

24 88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith
25 and execute all documents to the extent reasonably necessary to effectuate the terms of this
26 Settlement Agreement.

27 89. Binding Agreement. The Parties warrant that they understand and have full authority to enter
28 into this Settlement Agreement, and further intend that this Settlement Agreement will be fully

enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

Dated: _____

DocuSigned by:

E0C0F3A416334EB...

Kevin Becerra
Plaintiff/Class Representative

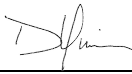
Dated: _____

By: _____
Hugo Boss Retail, Inc.

APPROVED AS TO FORM

DAVID YEREMIAN & ASSOCIATES, INC.

Dated: _____

By:  _____
David Yeremian
Attorneys for Plaintiff and the Class

LITTLER MENDELSON, P.C.

Dated: _____

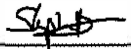
By: _____
Gregory Iskander
Elisa Nadeau
Attorneys for Defendant

enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

Dated: _____

Kevin Becerra
Plaintiff/Class Representative

Dated: 02-Aug-2021


Stephan Born (Aug 2, 2021 19:46 GMT+2)

By: _____

Hugo Boss Retail, Inc.

APPROVED AS TO FORM

DAVID YEREMIAN & ASSOCIATES, INC.

Dated: _____

By: _____
David Yeremian
Attorneys for Plaintiff and the Class

LITTLER MENDELSON, P.C.

Dated: 8/6/2021


By: _____
Gregory Iskander
Elisa Nadeau
Attorneys for Defendant