STIPULATION OF SETTLEMENT

This Stipulation of Settlement ("Settlement Agreement") is reached by and between Plaintiff Anthony Lopez, individually and on behalf of all members of the Settlement Class (defined below), on one hand, and Defendants Revline, LLC and Jacob Fraleigh on the other hand. Plaintiff and Defendants are referred to herein collectively as the "Parties." Plaintiff and the Settlement Class are represented by Theodore S. Khachaturian, Adam N. Bouayad and Gregory D. Wolflick of Workplace Rights Law Group, LLP ("Class Counsel"). Defendants are represented by Paul F. Rafferty and Jack Williams IV of RAFFERTY & WILLIAMS LLP and Laurie M. Cortez of EMILIO LAW GROUP, APC ("Defendants' Counsel).

On April 28, 2021, Plaintiff Anthony Lopez filed a class action lawsuit and on July 2, 2021 Plaintiff amended the complaint to include a claim under Private Attorneys General Act. The lawsuit was initially filed against Defendant Revline, LLC in Riverside Superior Court, in the matter entitled *Anthony Lopez v. Revline, LLC, et al.*, Case No. CVRI2102037 (hereinafter "Lawsuit").

On January 10, 2023, the Parties attended mediation with Nikki Tolt. A settlement was not reached at that time but the Parties continued to have settlement discussions as a result of the mediation.

Plaintiff moved for leave to file a second amended complaint on June 5, 2023. Plaintiff's motion was unopposed and Judge Reimer granted Plaintiff's motion. The Second Amended Complaint added Jacob Fraleigh as a Defendant and added causes of action for failure to provide meal periods and rest breaks.

The Second Amended Complaint alleged against Defendants: 1. Failure to Timely Pay Wages (Labor Code §§201, 202, 203); 2. Unpaid Overtime (Labor Code §§ 510 and 1198); 3.Minimum Wages (Labor Code §§ 204, 204b, 1194.2, 1197, 1182.12, 1194, 1197.1, 1198, Wage Order No. 1, 9); 4. Non-Compliant Wage Statements and Failure to Maintain Payroll Records (Labor Code §§ 226(a), 1174(d) and 1198); 5. Denial of Right to Record Inspection and Production (Labor Code §§ 226(b) and 1198.5); 6. Violation of California Labor Code §§ 226.7, 512(A) and 1198 (Failure to Provide Meal Periods); 7. Violation of California Labor Code §§ 226.7 and 1198 (Failure to Provide Rest Breaks); 8. Unfair Business Practices (B&P 17200); 9. Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA , §§ 2698, et seq.

Given the uncertainty of litigation, Plaintiff and Defendants wish to settle both individually and on behalf of the Settlement Class. Accordingly, Plaintiff and Defendants agree as follows:

1. **Settlement Class.** For the purposes of this Settlement Agreement only, Plaintiff and Defendants stipulate to the certification of the following Settlement Class, the "Settlement Class Members":

"All non-exempt persons who worked for DEFENDANTS within four years prior to the filing of the complaint (April 26, 2021) until December 1, 2023 who have not executed a settlement agreement with DEFENDANTS."

This Settlement encompasses the following claims against Defendants:

1) Failure to Timely Pay Wages (Labor Code §§ 201,202, 203);
2) Unpaid Overtime (Labor Code §§ 510 and 1198);
3) Minimum Wages (Labor Code §§ 204, 204b, 1194.2, 1197, 1182.12, 1194, 1197.1, 1198, Wage Order No. 1, 9);
4) Non-Compliant Wage Statements and Failure to Maintain Payroll Records (Labor Code §§ 226(a), 1174(d) and 1198);
5) Denial of Right to Record Inspection and production (Labor Code §§ 226(b) and 1198.5);
6) Violation of California Labor Code §§ 226.7, 512(A) and 1198 (Failure to Provide Meal Periods);
7) Violation of California Labor Code §§ 226.7 and 1198 (Failure to Provide Rest Breaks);
8) Unfair Business Practices (B&P 17200);
9) Claim for Civil Penalties for Violations of California Labor Code, Pursuant to PAGA, §§ 2698, et seq.

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure. If for any reason this Settlement Agreement is not approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff**. Plaintiffs and every member of the Settlement Class (except those who opt out) will fully release and discharge Defendants, and all of Revline, LLC's past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the "Released Parties"), as follows:

A. Settlement Class members will release all claims, demands, rights, liabilities and causes of action that were pled in the Second Amended Complaint (or will be pled in any future amended complaint as set forth herein), or which could have been pled in any of the Complaints filed or to be filed based on the factual allegations therein, that arose during the Class Period ("Released Claims") with respect to the claims listed above.

B. In light of his Class Representative Service Award and other consideration given, Plaintiff Anthony Lopez agrees to release, in addition to the Released Claims described above, all claims, whether known or unknown, under federal, state or local law against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers' compensation claims nor any other claims which cannot be released as a matter of law. Notwithstanding the foregoing, Plaintiff Lopez understands that this release includes unknown claims and that they, as a result, waive all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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

3. **Gross Settlement Amount.** As consideration, Defendants agrees to pay the "Gross Settlement Amount" of Ninety One Thousand Seven Hundred Thirty Nine Dollars and Forty Five Cents ($91,739.45) in full and complete settlement of the Lawsuit, as follows:

a. $62,883 in attorney fees to Plaintiff's counsel;
b. $3,356.45 in costs incurred by Plaintiff's counsel;
c. A $16,000 pot for the remaining 37 putative class members who have not settled with Revline;
d. $5,000 for PAGA;
e. $4,500 for Plaintiff for a Class Representative Service Award

A. The Gross Settlement Amount includes:

(1) $4,500.00 to Plaintiff Lopez as a Class Representative Service Award, in recognition of his contributions to the Lawsuit and his service to the Settlement Class. In the event that the Court reduces or does not approve the requested Class Representative Service Awards, Plaintiff shall have the right to revoke this Settlement Agreement;

(2) $62,883.00 in reasonable attorney fees for counsel for Plaintiff. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall have the right to revoke this Settlement Agreement, and it will not be remain binding;

(3) $3,356.45 in costs incurred by Plaintiff's counsel. In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall have the right to revoke this Settlement Agreement, and it will not be remain binding;

(4) Five Thousand Dollars and Zero Cents ($5,000.00) of the Gross Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such penalties, or Three Thousand Seven Hundred and Fifty Dollars and Zero Cents ($3,750.00) will be payable to the Labor & Workforce Development Agency ("LWDA"), and the remaining twenty-five percent (25%), or One Thousand Two Hundred and Fifty Dollars and Zero Cents ($1,250.00), will be payable to certain Settlement Class members as the "PAGA Amount" and will be distributed as described below.

D. All payments will be pursuant to a 1099 and there will be no deductions.

E. Defendants represent that during the Class Period there are an estimated 37 Settlement Class members--non-exempt individuals during the class period who have not executed a settlement agreement with Defendants.

4. **Payments to the Settlement Class.** Each Settlement Class member is required to submit a claim form to receive a payment ("Individual Settlement Award") from the Settlement. Each Settlement Class Member who submits a claim form will receive a payment of $466.21 which includes ($432.43 from the Settlement pot plus PAGA award of $33.78.)

Defendants shall fully discharge its obligations to those Settlement Class members to whom it will pay an Individual Settlement Award through the mailing of a Settlement check, regardless of whether such checks are actually received and/or negotiated by Settlement Class members. Defendant RevLine, LLC, or an agent it designates, shall serve as the settlement administrator ("Settlement Administrator") for the purpose of this Settlement Agreement. Each member of the Settlement Class who receives an Individual Settlement Award must cash the check(s) within 180 days from the date the Settlement Administrator mails it/them. Checks not cashed within 180 days from the date mailed will be cancelled. Any funds payable to Settlement Class members whose checks were not cashed or otherwise negotiated within 180 days after mailing will be donated *cy pres* to the Veterans Legal Institute, a 501(c)(3) nonprofit which provides pro bono legal services to veterans in southern California.

Neither Plaintiffs nor Defendants shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Claims Administrator.

5. **Attorneys' Fees and Costs.** Defendants will not object to Class Counsel's request for a total award of attorneys' fees and costs. Class counsel will claim $62,883.00 in attorney fees and $3,356.45 in costs. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Service Award.** Defendants will not object to a request for a Class Representative Service Award of $4,500 for Plaintiff Anthony Lopez. This award shall be reported on an IRS Form 1099 issued by the Settlement Administrator. Even in the event that the Court reduces or does not approve the requested Service Award, Plaintiff shall have the right to revoke this Settlement.

7. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiffs shall apply to the Court for the entry of an Order:

A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

B. Appointing Theodore Khachaturian, Adam N. Bouayad and Gregory D. Wolflick of Workplace Rights Law Group, APC as Class Counsel;

C. Appointing Anthony Lopez as Class Representative for the Settlement Class;

D. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;

E. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Settlement Award, drafts of which are attached hereto as Exhibits A and B, respectively), and directing the mailing of same;

F. Approving all uncashed checks being sent to the California State Controller's Office to be held as "Unclaimed Property" under the unclaimed property laws in the name of the Settlement Class members; and

G. Scheduling a Final Approval hearing.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendants shall (i) run the names of all Settlement Class members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class members; (ii) update the address of any Settlement Class member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Award for each Settlement Class member; and (iv) mail a Notice Packet to each Settlement Class member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.

B. Requests for Exclusion. Any Settlement Class member who wishes to opt-out of the Settlement must complete and mail a Request for Exclusion (defined below) to the Defendants within forty-five (45) calendar days of the date of the initial mailing of the Notice Packets (the "Response Deadline").

i. The Notice Packet shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Class Member's telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon.

C. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with Defendants (who shall serve all objections as received on Class Counsel and Defendants' counsel, as well as file all such objections with the Court). Defendants' counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval. To be valid, any written objection must: (1) contain the objecting Settlement Class member's full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing.

D. Notice of Settlement Award / Disputes. Each Notice Packet mailed to a Settlement Class member shall disclose the amount of the Settlement Class member's Individual Settlement Award.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiffs shall apply to the Court for entry of an Order:

A. Granting final approval to the Settlement Agreement and adjudging its terms to be fair, reasonable, and adequate;

B. Approving Plaintiffs' and Class Counsel's application for attorneys' fees and costs, Class Representative Service Award; and

C. Entering judgment pursuant to California Rule of Court 3.769.

12. **Circular 230 Disclaimer**. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS

AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT

13. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by California Evidence Code Section 1152.

14. **Non-disclosure and Non-publication**. Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Lawsuit, the venue/case number of this Lawsuit, and a general description of the Lawsuit, to a court in a declaration by Class Counsel. Class Counsel may also include a general description of the Settlement on their respective websites, but may not include the name(s) of any of the Parties, or the case name or case number of the Lawsuit.

15. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement except by a written agreement signed by all of the Parties, and subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement will not constitute a waiver of any other provision.

16. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Plaintiff:	Theodore S. Khachaturian, Gregory D. Wolflick and Adam N. Bouayad of Workplace Rights Law Group, LLP, 130 N. Brand Blvd., Ste 420, Glendale, California 91203; theo@workplacerightslaw.com; greg@workplacerightslaw.com and adam@workplacerightslaw.com.
if to Defendants:	Jack Williams, IV and Paul F. Rafferty of Rafferty & Williams LLP; 120 Vantis Drive, Suite 300, Aliso Viejo, California 92656; jwilliams@raffertywilliamslaw.com; prafferty@raffertywilliamslaw.com

17. **Cooperation**. The Parties agree to work cooperatively, diligently and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

18. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Lawsuit contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

19. **Counterparts.** This Settlement Agreement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

20. **Continuing Jurisdiction.** The Parties agree that the Court shall retain continuing jurisdiction over this case under CCP Section 664.6 to ensure the continuing implementation of the provisions of this settlement and that the time within which to bring this action to trial under CCP Section 583.310 shall be extended from the date of the signing of this agreement by all parties until the entry of the final approval order and judgment or if not entered the date this agreement shall no longer be of any force or effect.

21. **Public Comment.** Plaintiff and Class Counsel agree not to disclose or publicize this settlement, including the fact of the settlement, its terms or contents, and the negotiations underlying the settlement, in any manner or form, directly or indirectly, to any person or entity, except potential class members and as shall be contractually required to effectuate the terms of the settlement. For the avoidance of doubt, this section means Plaintiff and Class Counsel agree not to issue press releases, communicate with, or respond to any media or publication entities, publish information in manner or form, whether printed or electronic, on any medium or otherwise communicate, whether by print, video, recording or any other medium, with any person or entity concerning the settlement, including the fact of the settlement, its terms or contents and the negotiations underlying the settlement, except as shall be contractually required to effectuate the terms of the settlement. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions, Class Counsel may disclose the name of the Parties in this action and the venue/case number of this action (but not any other settlement details) for such purposes.

DATED: 1/15/2024

REVLINE, LLC

By: ____________________

President

Title:

DATED: 1/15/2024

JACOB FRALEIGH

By: ____________________

Jacob Fraleigh, Individually

DATED: 1/23/2024

PLAINTIFF ANTHONY LOPEZ

DocuSigned by:

By: ____________________
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Plaintiff and Settlement/PAGA Class Representative

APPROVED AS TO FORM:

DATED: January 11, 2024

WORKPLACE RIGHTS LAW GROUP, LLP

By: ____________________

Theodore Khachaturian
Gregory D. Wolflick
Adam N. Bouayad
Attorneys for Plaintiff Anthony Lopez

DATED: January 11, 2024

RAFFERTY & WILLIAMS LLP

By: Jack Williams, IV

Paul Rafferty
Jack Williams, IV
Attorneys for Defendants Revline, LLC and Jacob Fraleigh