

PAGA SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and between Plaintiff Alisha Gurung (“Plaintiff”), for herself and on behalf of the State of California and all Private Attorneys General Act (“PAGA”) PAGA Settlement Members, on the one hand, and Defendants Uniqlo California, LLC and Uniqlo USA LLC (“Defendants”), on the other (collectively, the “Parties”), subject to the approval of the Court in accordance with California Labor Code section 2699(1)(2), that the Settlement of this Action shall be effectuated upon and subject to the following terms and conditions.

The Parties agree that the Action (as defined in Section I below) shall be, upon approval by the Court, ended, settled, resolved, and concluded without any admission of fault or liability, as set forth in this Agreement and for the consideration set forth herein, including but not limited to a release of claims by Plaintiff and the PAGA Settlement Members as set forth herein.

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- (a) “Action” means the civil action, *ALISHA GURUNG, individually and on behalf of all others similarly situated, Plaintiff, v. UNIQLO CALIFORNIA, LLC; and UNIQLO USA LLC; and DOES 1 through 20, inclusive, Defendants*, pending in the Superior Court of California in and for the County of San Bernardino, Case No. CIVSB2114380.
- (b) “Agreement” means this Settlement Agreement.
- (c) “Approval Date” means the date the Court grants approval of this Agreement by signing and filing the Final Order.
- (d) “Complaint” means the operative First Amended Complaint, which was filed on or about August 20, 2021, for Violation of The California Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*).
- (e) “Court” means the Superior Court for the State of California, County of San Bernardino.
- (f) “Defendants” means the Defendants in this Action, Uniqlo California, LLC and Uniqlo USA LLC.
- (g) “Defense Counsel” or “Counsel for Defendants” means:

LITTLER MENDELSON, P.C.

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- (h) “PAGA Settlement Members” means all current and former non-exempt employees of Defendants who worked in the State of California from May 10, 2020 through June 9, 2022.
- (i) “PAGA Settlement Member Payment” means the portion of the Gross Settlement Amount that shall be paid to each PAGA Settlement Member per the terms and conditions of this Agreement.
- (j) “Effective Date” means the date by when the Court’s approval of the settlement can no longer be appealed, meaning no sooner than 60 days after the order approving the settlement is signed by the Court.
- (k) “Final Order” means the final Court order entered in this Action in accordance with the terms herein, the Court adopting and approving this Agreement (and the terms of Settlement described herein) under the specific terms requested, and the Court retaining jurisdiction over the enforcement, implementation, construction, administration, and interpretation of the Settlement.
- (l) “LWDA” means the State of California Labor and Workforce Development Agency.
- (m) “Named Plaintiff” or “Plaintiff” mean Alisha Gurung.
- (n) “PAGA” means the Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*
- (o) “PAGA Claims” means claims for civil penalties alleged in the Complaint, or that reasonably could have been alleged based on the facts in Plaintiff’s letters to the LWDA and the Complaint from alleged violations of the following Labor Code provisions: 201, 202, 203, 204, 210, 221, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802.
- (p) “Plaintiff’s Counsel” means:

AEGIS LAW FIRM, PC
Samuel A. Wong (SBN 217104)
Kashif Haque (SBN 218672)
Jessica L. Campbell (SBN 280626)
Alexander G.L. Davies (SBN 328125)
9811 Irvine Center Drive, Suite 100
Irvine, California 92618
Telephone: (949) 379-9250
Facsimile: (949) 379-6251

- (q) “Released Parties” means Employers, Uniqlo California, LLC, and Uniqlo USA LLC, and its/their respective past, present, or future affiliates, related entities, parents, subsidiaries, owners, members, partners, officers, directors, board members, managers, supervisors,

employees, co-employers, predecessors, successors, assigns, agents, shareholders, investors, insurers, and legal representatives, and representatives.

- (r) “Released Claims” penalties under the California Private Attorneys’ General Act (Labor Code section 2698, et seq.) that could have been sought by the Labor Commissioner for the violations identified in Plaintiff’s operative First Amended Complaint (as shall be amended by stipulation of the parties to incorporate all of Plaintiff’s claims raised at mediation), attached as Exhibit A (“Second Amended Complaint”), Plaintiff’s pre-filing letter to the LWDA, attached as Exhibit B, and amended May 6, 2022 letter to the LWDA, attached as Exhibit C, that accrued at any time between May 10, 2020 to June 9, 2022. The release of the Released Claims shall be effective as to the Settlement Period (defined below).
- (s) “Settlement Period” means from May 10, 2020 through June 9, 2022, which is also the effective period for the Release of the Released Claims.
- (t) “Gross Settlement Amount” means the total gross settlement amount of Five Hundred Seventy-Five Thousand Dollars and Zero Cents (\$575,000.00), subject to the possible invocation of the escalator clause (as provided in Paragraph II, Section C, Subsection (b) of this agreement), to be paid by Defendants within 15 business days of the Effective Date, as provided by this Agreement to fully and finally settle, resolve and conclude this Action as provided under this Agreement, without any admission of fault or liability.
- (u) “PAGA Representative Payment” means the Ten Thousand Dollars and Zero Cents (\$10,000.00) Defendants have agreed to pay Plaintiff as the named PAGA representative in exchange for a general release of claims under Civil Code section 1542. The PAGA Representative Payment to Plaintiff will be deducted from the Gross Settlement Amount. Any portion of the PAGA Representative Payment not approved by the Court will revert to the aggrieved employees.

II. APPROVAL AND IMPLEMENTATION OF SETTLEMENT

A. Cooperation

The Parties will cooperate in seeking approval of the Settlement described in this Agreement. The Parties further agree to fully cooperate in the drafting and/or filing of any further documents or filings reasonably necessary to be prepared or filed, including responding to challenges by any third parties, and shall take all steps that may be requested by the Court relating to the approval and implementation of the Settlement described in this Agreement.

B. Court Approval

Because this Action includes PAGA claims, this Agreement requires review and approval by the Court. *See* Cal. Lab. Code § 2699(1)(2). This Agreement is expressly contingent upon the Court’s approval of this Settlement and the terms and material conditions of this Agreement (including, but not limited to, issuance of the Final Order in a form agreed to by the Parties and entry of the Final Order in accordance therewith). A failure of the Court to approve any material condition of this Settlement shall render the entire Settlement voidable and unenforceable as to Plaintiff and

Defendants, at the option of either party. Each party may exercise its option to void this Settlement as provided above by giving notice, in writing, to the other, and to the Court within fifteen (15) days after the Final Order granting approval of the Settlement has been received by the party seeking to void the Settlement.

Plaintiff will file a Motion for Approval of PAGA Settlement and for an Order approving this Agreement. If the Court does not grant the request for approval and issue the Final Order, under the specific terms requested, the Parties agree to meet and confer to address the Court's concerns and determine whether resolution of the Action can be obtained in a manner consistent with the Court's concerns.

Plaintiff shall submit a copy of the Final Order in this Action and a copy of any other order providing for or denying an award of civil penalties within 10 days after entry of the Final Order, in compliance with section 2699(l)(3) of the California Labor Code.

C. Gross Settlement Amount Payment Procedures

(a) Gross Settlement Amount

In exchange for the releases, obligations, and promises set forth in this Agreement (and subject to the terms and conditions contained in this Agreement), Defendants agree to pay the Gross Settlement Amount, which is the total and all-inclusive amount Defendants will be obligated to pay under the Settlement embodied by this Agreement (with the express exception of any increase to the Gross Settlement Amount required pursuant to the potential invocation of the Escalator Clause / Pro Rata Increase as set forth in subsection (b) below). The Gross Settlement Amount shall be allocated as follows:

- (1) Attorneys' Fees and Costs: Plaintiff's Counsel may apply to the Court for up to one-third of the total Gross Settlement Amount ("Fee Amount") as attorneys' fees and will request up to \$20,000.00 in actual costs ("Actual Costs") pursuant to PAGA, which provides for the recovery of attorneys' fees and costs. Any modification of such application by the Court shall not (i) affect the enforceability of the Settlement Agreement, (ii) provide any of the Parties with the right to terminate the Settlement Agreement, or (iii) impose any obligation on the Defendants to increase the consideration paid in connection with the Settlement. Plaintiff's Counsel's entitlement to fees and costs is a material condition of this Settlement, but the Fee Amount awarded is not.
- (2) Settlement Administration Fees: All Settlement Administration expenses shall be paid from the Gross Settlement Amount and shall not exceed Three Thousand Five Hundred Dollars (\$3,500.00). Settlement Administration expenses paid to an outside Settlement Administration service must come out of the Gross Settlement Amount. The Parties agree to retain Phoenix Class Action Administration Solutions. ("Settlement Administrator") to serve as the Settlement Administrator in this matter. If the Settlement Administration Fees are less than the estimated amount of \$3,500.00, the remainder will be distributed amongst the PAGA

Settlement Members pursuant to the allocation formula set forth in Section II(C)(a)(5).

- (3) PAGA Representative Payment: Defendants agree not to oppose a request for a PAGA Representative Payment to Plaintiff in an amount not to exceed \$10,000.00. Any portion of the Award allocation not approved by the court will revert to the PAGA Employees.
- (4) Payment of PAGA Penalties: The total sum available for payment of PAGA penalties shall be calculated by deducting the Fee Amount, Actual Costs, PAGA Representative Payment, and Settlement Administration Fees from the \$575,000.00 Gross Settlement Amount (this will yield the “Net Settlement Amount”). Thereafter, of the remaining Net Settlement Amount, for each PAGA Settlement Member, seventy-five percent (75%) of his or her allocated share of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and the remaining twenty-five percent (25%) shall be distributed to the PAGA Settlement Members.

Each PAGA Employee’s *pro rata* share of the PAGA Employee Fund (“PAGA Settlement Member Payment”) will be determined by the Settlement Administrator, by converting the PAGA Employee Fund into a pay period value. The pay period value will be established by dividing the PAGA Employee Fund by all pay periods worked by all PAGA Employees from May 10, 2020 through June 9, 2022 (“PAGA Period”). The pay periods worked by PAGA Employees during the PAGA Period will be derived by analysis of the time and payroll data in Defendants’ records and extrapolation as needed, including estimates based on PAGA Employees’ hire and termination dates, for any periods of time in which such data is not immediately available. The Settlement Member Payment for each PAGA Employee will be determined by multiplying the pay period value by each PAGA Employee’s individual pay periods. All payments are for penalties and will be reported on IRS 1099 forms, if required. There will be no reversion to Defendants and no claims process for PAGA Employees to receive payment.

(b) Escalator Clause / Pro Rata Increase

Defendants estimated that, at the time of mediation (May 9, 2022), there were approximately 30,151 pay periods worked by PAGA Employees during the PAGA Period, and this estimation served as one of the bases for the Parties’ settlement. If the number of pay periods worked by PAGA Employees during the PAGA Period as of May 9, 2022 exceeds 33,166 (i.e., 10% more than Defendants’ current estimate), the GSA will increase pro rata per additional pay period.

(c) Funding and Distribution Process

Within fifteen (15) business days after the Effective Date, Defendants will transmit to the Settlement Administrator the entirety of the Gross Settlement Amount (including any required increase to the Gross Settlement Amount pursuant to the Escalator Clause / Pro Rata Increase indicated in subsection (b), above).

Within fifteen (15) business days after the Effective Date, Defendants shall also provide the Settlement Administrator with a list of the names, employee IDs, Social Security Numbers, addresses of the PAGA Settlement Members, and the total number of pay periods worked by each class member. The contact information is being provided confidentially to the Settlement Administrator only, and the Settlement Administrator shall treat the information as private and confidential and take all necessary precautions to maintain the confidentiality of contact information of the PAGA Settlement Members. This information is to be used only to carry out the Settlement Administrator's duties as specified in this Settlement.

Within ten (10) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse the PAGA Settlement Member Payments to each PAGA Settlement Member to the last known physical address on file with Defendants in its regularly maintained records. Prior to this disbursement, the Settlement Administrator shall run a skip trace for every separated PAGA Settlement Member. PAGA Settlement Members who receive their PAGA Settlement Member Payments via U.S. Mail will receive a letter along with their PAGA Settlement Member Payment explaining the reason for the payment, the content of which will be submitted to the Court for approval. Such mailing as described in this paragraph shall be conclusive evidence of payment of the PAGA Settlement Member Payments, and shall satisfy any and all due process requirements. All funds not claimed within 180 days of mailing of payment shall be sent to the California State Controller's Office Unclaimed Property Fund with an identification of the amount of unclaimed funds attributable to each PAGA Settlement Member.

Within twenty (20) business days of receipt of the Gross Settlement Amount, the Settlement Administrator shall send a check to the LWDA as and for the LWDA Payment, in the amount calculated pursuant to the terms of this Settlement.

Within twenty (20) business days of receipt of the Gross Settlement Amount, the Settlement Administrator will disburse from the Gross Settlement Amount an amount sufficient to pay the Attorneys' Fees and Costs described in II(C)(a), in the form of: (1) a check or wire for the Fee Amount made payable to "Aegis Law Firm, PC" delivered to Plaintiff's Counsel; and (2) a check for the PAGA Representative Payment to Plaintiff, made payable in his name, delivered to Plaintiff's Counsel.

(d) No Additional Contribution by Defendants

Defendants' monetary obligation under this Agreement is limited to the Gross Settlement Amount (with the express exception of any increase to the Gross Settlement Amount pursuant to the potential invocation of the Escalator Clause / Pro Rata Increase as set forth herein in subsection (b), above). If the Escalator Clause / Pro Rata Increase is not triggered, Defendants shall not be required to pay more than the Gross Settlement Amount to obtain the relief (including, but not limited to, the Settlement, releases of claims, issuance of the Final Order, dismissal all of Plaintiff's claims with prejudice in their entirety) provided in this Agreement or to fully and finally settle and resolve the PAGA Claims.

Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or in part, however that may occur, or the Settlement of the Action is barred by operation of law, or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants will

cease to have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

(e) Tax Indemnity

The Settlement Payments to Plaintiff constitute payments for non-wages, shall be reported on IRS Form 1099, and shall not be subject to local, state or federal tax withholdings by Defendants. The PAGA Settlement Member Payments are penalties, shall be reported on an IRS Form 1099 (to the extent required by law), and will not be subject to local, state or federal tax withholdings. Plaintiff and each PAGA Settlement Member will be responsible for paying all applicable state, local and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard. Plaintiff and Plaintiff's Counsel shall cooperate with Defendants and provide documentation to the extent possible and as reasonably requested to demonstrate any payment of taxes made by Plaintiff and/or any PAGA Settlement Member should any taxing authority challenge the allocation of the Settlement Payments and/or PAGA Settlement Member Payments.

III. LIMITATIONS ON USE OF THIS SETTLEMENT

A. No Admission

Defendants dispute that Plaintiff or any PAGA Settlement Member are entitled to any additional wages other than those already paid and/or any penalties, dispute the allegations and each and every cause of action in the Action, and dispute that the Action may be maintained on a class or representative basis. It is acknowledged by Defendants that they are participating in this settlement to avoid the expense, inconvenience and delay of further litigation of these disputed claims. This Agreement and the payment of the Gross Settlement Amount and the other considerations recited herein represent the compromise of disputed claims. Nothing in this Agreement is intended as or may be construed as an admission of liability, unlawful conduct, or wrongdoing by Defendants (and/or any of the Released Parties) in any way, shape or form, and Defendants and the Released Parties deny any such liability or wrongdoing.

B. Non-Evidentiary Use

Except for purposes of effectuating the Settlement pursuant to this Agreement and/or for Defendants (and/or a Released Party) to establish that a PAGA Settlement Member has resolved any of his/her claims released through this Agreement, and regardless of whether the Final Order occurs, neither this Agreement nor any of its terms (including, but not limited to, the payment of the Gross Settlement Amount) nor the Settlement itself will be construed as, offered, or admitted in evidence as, received as, or deemed to be evidence, in any further proceeding in the Action, or any other civil, criminal, and/or administrative action or proceeding, for any purpose adverse to Defendants or any of the Released Parties, including but not limited to, evidence of a presumption, concession, indication, or admission by Defendants or any of the Released Parties of any liability, fault, wrongdoing, omission, concession, or damage.

C. No Press Release or Publicity Regarding The Terms of Settlement

Plaintiff and Plaintiff's Counsel, as well as Defendants and Defense Counsel, agree not to issue a press release or otherwise notify the media about the terms of the Settlement or advertise or market any of the terms of the Settlement through written, recorded, or electronic communications. In addition, Plaintiff's Counsel will not put details about the settlement on their website. However, this will not prevent Plaintiff's Counsel from undertaking submissions and disclosures that are required to obtain approval of the Settlement, including and not limited to, submission of the Settlement to the LWDA in conformity with the PAGA statute. Additionally, for the limited purpose of allowing Plaintiff's Counsel to prove adequacy as class counsel in other actions for purposes of seeking approval of an unrelated settlement, Plaintiff's Counsel may refer to any information in the public record for such purposes. Defendants shall be allowed to report the Gross Settlement Amount or results of this lawsuit if required to do so by public disclosure regulatory requirements or with respect to any financial or other disclosures which in their judgment are necessary.

D. Effect of Non-Approval by Court and Nullification

Should the Court not approve the Settlement, the Parties shall request leave and work jointly to make reasonable efforts to remedy the Settlement in order to obtain the Court's approval. If the Parties cannot resolve the issues identified by the Court in denying approval, the Parties shall be restored to their litigation positions as of May 9, 2022. In order for the Parties to be restored to their litigation positions as of May 9, 2022, either party shall file a written notice with the Court detailing the reasons why any Court-identified issues cannot be resolved by reasonable efforts. The written notice shall be filed no earlier than twenty-one (21) days after the Court enters an order denying approval. If the Court ultimately fails to grant approval after the Parties' joint attempt to remedy the issues, or if the Court's approval is reversed or materially modified on appellate review, the Parties' Settlement and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever.

In the event that this Agreement does become null and void under the circumstances described in the preceding paragraph: (i) neither this Agreement nor any of the related negotiations or proceedings shall be of any force or effect; and (ii) all Parties to this Agreement and the pleadings in this Action shall stand in the same position they were the day prior to the May 9, 2022 mediation in this Action, without prejudice to either Party; and (iii) Defendants will not have any obligation to pay any portion of the Gross Settlement Amount to anyone under the terms of this Agreement.

IV. RELEASE AND WAIVER OF CLAIMS

A. General Release By Named Plaintiff

In consideration for the promises set forth in this Agreement, the named Plaintiff Alicia Gurung, does hereby – for herself and for her heirs, representatives, attorneys, executors, administrators, successors, and assigns – release, acquits, and forever discharges Defendants and each and all of the Released Parties from any and all actions, cause of actions, obligations, costs, expenses, damages, penalties, losses, claims, liability, suits, debts, demands, and benefits (including attorneys' fees and costs), of whatever character, in law or in equity, known or

unknown, suspected or unsuspected, matured or unmatured, of any kind or nature whatsoever, now existing or arising in the future, based on any act, omission, event, occurrence, or non-occurrence from the beginning of time to the date of execution hereof, including but not limited to any claims or causes of action arising out of or in any way relating to Plaintiff's employment with Defendants, and claims which have been or could have been made in Plaintiff's operative Complaint.

Plaintiff and Defendants agree that this release of claims includes, but is not limited to, claims for breach of any implied or express contract or covenant; claims for promissory estoppel; claims of entitlement to any pay, including commissions; claims of wrongful denial of insurance and employee benefits; claims for wrongful termination, retaliatory discharge or public policy violations of whatever kind or nature, defamation, invasion of privacy, fraud, misrepresentation, emotional distress or other common law or tort matters; claims for any penalties; claims of harassment, retaliation or discrimination based on race, color, religion, sex, sexual orientation, national origin, ancestry, physical or mental disability, medical condition, marital status, age, or any other protected status under federal, state, or local law; claims under the California Labor, Government, Business and Professions, and Health and Safety Codes; claims based upon the California Constitution; FLSA claims, claims based on any federal, state or other governmental statute, regulation or ordinance, including, without limitation, the California Confidentiality of Medical Information Act, the California Fair Employment & Housing Act, the California Unfair Competition Law, disputed claims under the California Wage Orders, the California Family Rights Act, the Age Discrimination in Employment Act ("ADEA"), the Older Workers Benefits Protection Act ("OWBPA"), Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Labor Management Relations Act, and the Family Medical Leave Act, all as amended.

Excluded from this release are any claims for breach of this Settlement Agreement and any claims that cannot be waived by law, including but not limited to the right to file a charge with, or participate in an investigation conducted by, the Equal Employment Opportunity Commission ("EEOC") and/or the Department of Fair Employment and Housing ("DFEH"). Plaintiff waives, however, her right to any monetary recovery or other relief should any agency pursue claims on Plaintiff's behalf that arose on or before the date of this Settlement Agreement.

B. Claims Released By Plaintiff, the State of California, the LWDA, and All PAGA Settlement Members

Upon complete funding of the Gross Settlement Amount, Plaintiff, the LWDA, all PAGA Settlement Members, and the State of California shall be deemed to have fully, finally, and forever waived, released, relinquished, and discharged Defendants and each and all of the Released Parties from any and all of the Released Claims, as defined in paragraph I, subsection (r) of this agreement.

C. Release of Unknown Claims By Plaintiff.

For the purpose of implementing a full and complete release, Plaintiff expressly acknowledges that the release she gives in this Agreement is intended to include in its effect, without limitation, claims that she did not know or suspect to exist in her favor at the time of final execution of this Agreement, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration given under the Agreement was also for the release of those claims and contemplates the extinguishment of any such unknown claims. In furtherance of the settlement, Plaintiff waives any right she may have under California Civil Code § 1542 (and other similar statutes and regulations), which states:

“A general release does not extend to claims that 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.”

D. No Additional Attorneys' Fees or Costs

The Parties agree to bear its/their own attorneys' fees and costs related to this Action, except as specifically provided above with respect to the Fee Amount.

V. MISCELLANEOUS PROVISIONS

A. LWDA Notice

The LWDA will be given notice of this Settlement pursuant to the 2016 amendments to the PAGA. Cal. Lab. Code § 2699(1)(2). Plaintiff will serve a copy of the Settlement to the LWDA before or on the same day the Settlement is filed with the Court.

Additionally, a copy of the Court's Final Order will be submitted to the LWDA within ten (10) days after entry of the Final Order, pursuant to California Labor Code § 2699(1)(3).

B. Voluntariness

This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of any of the Parties, or of any other person, firm or other entity.

C. Amendments

The terms and provisions of this Agreement may be amended or modified only by an express written agreement that is signed by the Plaintiff and an authorized representative of Defendants.

D. Assignment

None of the rights, commitments, or obligations recognized under this Agreement may be assigned

by any Party, PAGA Settlement Member, the State of California, Plaintiff's Counsel, or Defense Counsel without the express written consent of each Party. Plaintiff individually and expressly warrants that he has not transferred to any person or entity, any right or cause of action, or claim released by this Agreement.

E. Governing Law

This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

F. Entire Agreement

This Agreement contains the entire understanding of the Parties hereto in respect of the subject matter contained herein. There are no restrictions, promises, representations, warranties, covenants, or undertakings governing the subject matter of this Agreement other than those expressly set forth or referred to herein. This Agreement, once fully executed by the Parties, supersedes all prior agreements and understandings among the Parties hereto with respect to the subject matter hereof, including, without limitation, the Memorandum of Understanding executed by the Parties.

G. Waiver of Compliance

A waiver or failure to insist upon strict compliance with any representation, warranty, covenant, agreement, or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

H. Counterparts

This Agreement, and any amendments hereto, may be executed in any number of counterparts and any Party and/or its/their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. A fax or PDF signature on this Agreement shall be as valid as an original signature.

I. Meet and Confer Regarding Dispute(s)

Should any dispute(s) arise among the Parties or their respective counsel regarding the implementation or interpretation of this Agreement, Plaintiff's Counsel and Defense Counsel shall meet and confer in an attempt to resolve such disputes prior to submitting such disputes to the Court.

J. Agreement Binding on Successors

This Agreement shall bind and inure to the benefit of the Parties hereto and to their respective successors, assigns, legatees, heirs, and personal representatives.

K. Cooperation in Drafting

The Parties have cooperated in the negotiation and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party, or the Party's counsel, was the drafter or participated in the drafting of this Agreement.

L. Fair Settlement

Plaintiff, Defendants, Plaintiff's Counsel, and Defense Counsel believe that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms' length negotiation, taking into account all relevant factors, current and potential, and is consistent with public policy, and fully complies with applicable provisions of law.

M. Headings

The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement and shall not be considered in interpreting this Agreement.

N. Continuing Jurisdiction

The Parties agree that upon the occurrence of the Final Order pursuant to the terms of this Agreement, this Agreement shall be enforceable by the Court pursuant to Code of Civil Procedure section 664.6 and the Court shall retain exclusive and continuing equity jurisdiction of this Action over all Parties and the PAGA Settlement Members to the fullest extent to interpret, enforce and effectuate the terms, conditions, intents and obligations of the Agreement.

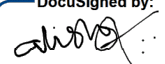
O. No Reliance on Representations

The Parties have made such investigation of the facts and the law pertaining to the matters described herein and to this Agreement as they deem necessary, and have not relied, and do not rely, on any statement, promise, or representation of fact or law, made by any of the other Parties, or any of their agents, employees, attorneys, or representatives, with regard to any of their rights or asserted rights, or with regard to the advisability of making and executing this Agreement, or with respect to any such matters. No representations, warranties, or inducements have been made to any Party concerning this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth below.

APPROVED AND ACCEPTED.

Dated: 8/29/2022, 2022

DocuSigned by:

6FE96E381B9B429

ALISHA GURUNG, Plaintiff and PAGA
Representative

Dated: Sep 9, 2022, 2022



Uniqlo California LLC

By Alex Goldelman

_____, its Chief Financial Officer

Dated: Sep 9, 2022, 2022



Uniqlo USA LLC

By Alex Goldelman

_____, its Chief Financial Officer

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: _____, 2022

AEGIS LAW FIRM, PC

By _____
SAMUEL A. WONG
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: _____, 2022

ALISHA GURUNG, Plaintiff and PAGA
Representative

Dated: _____, 2022

Uniqlo California LLC

By _____

_____, its _____

Dated: _____, 2022

Uniqlo USA LLC

By _____

_____, its _____

**APPROVED AS TO FORM AND
ATTORNEY OBLIGATIONS ONLY**

Dated: August 29, 2022, 2022

AEGIS LAW FIRM, PC

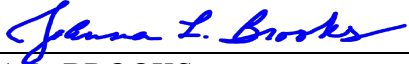
By _____



SAMUEL A. WONG
JESSICA L. CAMPBELL
ALEXANDER G.L. DAVIES
Attorneys for Plaintiff

Dated: September 9, 2022

LITTLER MENDELSON, P.C.

By 
JOANNA L. BROOKS
Attorneys for Defendants