

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Anderson Hill (“Plaintiff”), on the one hand, and Defendant FN Logistics, LLC (“Defendant”), on the other hand. The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1 “Action” means the Plaintiff’s PAGA Complaint against Defendant FN Logistics, LLC and also Fashion Nova, LLC, Fashion Nova, Inc., Nova Fashion, Inc., and Fashion Nova Holdings, LLC, captioned Anderson Hill v. Fashion Nova, LLC et al., Los Angeles Superior Court Case Number 21STCV40012, alleging suitable temperature claims under California Labor Code section 1198 and Industrial Welfare Commission Wage Order Section 15. The Action was filed on October 29, 2021, and is therefore subject to *Labor Code* section 2699 et al., as the statute existed prior to the PAGA reforms that took effect on July 1, 2024.¹

Fashion Nova, LLC, Fashion Nova, Inc., Nova Fashion, Inc., and Fashion Nova Holdings, LLC previously were dismissed without prejudice from the Action.

Plaintiff’s individual PAGA claim was ordered to arbitration. Plaintiff filed a Demand for Arbitration with the American Arbitration Association (“AAA”), AAA Case Number 01-22-0003-9492. Plaintiff’s representative PAGA claims are stayed. The Action means both Plaintiff’s individual and representative PAGA claims.

Prior to seeking Court-approval of this Settlement, and with review and approval by Defense Counsel, Plaintiff will file an amended complaint against only FN Logistics, LLC, amending the allegedly “aggrieved employees” definition to be consistent with the “Allegedly Aggrieved Employee” definition here. Such amended complaint shall be the Operative Complaint of the Action for purposes of this Settlement. Defendant will not be required to file a response to the amended complaint. Defendant to prepare draft stipulation and order.

1.2 “Administrator” means ILYM, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.

1.4 “Allegedly Aggrieved Employee” means all current and former hourly, non-exempt employees who worked for Defendant in California from August 24, 2020 through earlier of the date this settlement is approved by the Court or November 18, 2024 (“PAGA Period”), as well as any and all temporary employees who worked for Defendant at any of Defendant’s California locations during the PAGA Period and hired through temp or staffing agencies. This includes, but is not limited to, temporary workers from the following temp or

¹ All references herein to *Labor Code* sections 2699 et seq. are to the pre-July 1, 2024 version.

staffing agencies, Adecco, Bluecrew, Personal HR, Randstad, Next Level Staffing, IWC, Compliant Care Staffing, and Eastridge.

1.5 “Allegedly Aggrieved Employee Data” means Allegedly Aggrieved Employee identifying information in Defendant’s possession including the Allegedly Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6 “Allegedly Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Allegedly Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Allegedly Aggrieved Employees.

1.7 “Court” means the Superior Court of California, County of Los Angeles.

1.8 Defendant” means Defendant FN Logistics, LLC.

1.9 “Former Defendants” means Fashion Nova, LLC, Fashion Nova, Inc., Nova Fashion, Inc., and Fashion Nova Holdings, LLC.

1.10 “Defense Counsel” means Soojin Kang, Esq. and Daniel D. Spencer, Esq. of O’Hagan Meyer, LLP.

1.11 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final the day the Court enters Judgment. However, if any non-Party seeks to intervene in the Action and/or challenge the Settlement or Judgment, the “Effective Date” means the later of (a) the day all proceedings initiated by such non-Party are resolved and the time to appeal from the Judgment expires, or (b) if an appeal is filed, the day the appeal is finally resolved and the Judgment becomes final.

1.12 “Gross Settlement Amount” means \$500,000 which is the total and maximum amount Defendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and \$10,000 to Plaintiff for dismissal of his individual claims in arbitration and in exchange for his Civil Code section 1542 waiver (“Plaintiff’s Individual Claims Payment”).

1.13 “Individual PAGA Payment” means the Allegedly Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Allegedly Aggrieved Employee worked during the PAGA Period.

1.14 “Judgment” means the judgment entered by the Court on its Order Approving the PAGA Settlement.

1.15 “LWDA” means the California Labor and Workforce Development Agency.

1.16 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA.

1.17 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, Administration Expenses Payment, and Plaintiff’s Individual Claims Payment. The remainder is to be paid to Allegedly Aggrieved Employees as Individual PAGA Payments.

1.18 “PAGA Counsel” means Alan Schimmel, Esq. and Arya Rhodes, Esq. of Schimmel & Parks, P.C., the attorneys representing the Plaintiff in the Action.

1.19 “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.20 “PAGA Pay Period” means any Pay Period during which an Allegedly Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.21 “PAGA Period” means the period from August 24, 2020 until the earlier of the date this Settlement is approved by the Court or November 18, 2024.

1.22 “PAGA” means the Private Attorneys General Act (*Labor Code* §§ 2698. *et seq.*).

1.23 “PAGA Notice” means Plaintiff’s August 26, 2021 letter to Defendant and the LWDA providing notice pursuant to *Labor Code* section 2699.3, subd.(a).

1.24 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Allegedly Aggrieved Employees (\$67,915.43) and the 75% to LWDA (\$203,746.28) in settlement of PAGA claims.

1.25 “Plaintiff” means Anderson Hill, the named plaintiff in the Action.

1.26 “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.

1.27 “Released PAGA Claims” means the claims being released as described in Paragraph 5 below.

1.28 “Released Parties” means: (a) Defendant and Former Defendants, and any staffing agencies which provided any workers for any of them (including but not limited to those identified in paragraph 1.4); (b) the respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which any of the persons or entities identified in subparagraph (a) conduct business; and (c) each of the respective current, former, and future officers, directors, members, managers, insurers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives of any of

the persons or entities identified in subparagraphs (a) or (b).

1.29 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1 On October 29, 2021, Plaintiff commenced this Action by filing a Complaint alleging a single cause of action for PAGA penalties based on alleged failure to provide reasonable temperatures at the workplace, citing Industrial Welfare Commission Wage Order Section 15. Defendant and Former Defendants deny all the allegations in the Complaint and Operative Complaint, deny any failure to comply with the laws identified in the Complaint and Operative Complaint, and deny any and all liability for the causes of action alleged.

2.2 Pursuant to *Labor Code* section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3 On May 18, 2024, the Parties participated in an all-day mediation presided over by mediator Monique Ngo-Bonnici which led to this Agreement to settle the Action.

2.4 Prior to mediation, Plaintiff obtained from Defendant, through informal discovery, temperature-related policies, sample temperature data, and statistics about Defendant’s direct employee population.

2.5 The Parties, PAGA Counsel and Defense Counsel are aware of one other pending matter with claims that will be extinguished and/or affected by the Settlement. That matter, *Maria Escobedo Lugo v. FN Logistics, LLC* (LASC Case No. 23STCV03283), has been related to this Action and is currently stayed, pending the arbitration of plaintiff Lugo’s individual claims. *Lugo* states claims other than and in addition to the temperature claims being resolved through this settlement.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Defendant promises to pay \$500,000 and no more as the Gross Settlement Amount. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Allegedly Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Order Approving the PAGA Settlement:

3.2.1 To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 35% of the Gross Settlement Amount, which is currently estimated to be \$175,000, and PAGA Counsel Litigation Expenses Payment of not more than \$10,788.30. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court

approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2 To the Administrator: An Administrator Expenses Payment estimated to be \$32,550, to be adjusted if needed upon receipt of temporary employee data and upon a showing of good cause, and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$32,550, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3 To Plaintiff Anderson Hill: Plaintiff's Individual Claims Payment in the amount of \$10,000 for the resolution of Plaintiff's individual claims and in exchange for his Civil Code section 1542 waiver. To the extent the Court approves payment less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To the LWDA and Allegedly Aggrieved Employees: PAGA Penalties in the amount of \$271,661.70 to be paid from the Gross Settlement Amount, with 75% (\$203,746.27) allocated to the LWDA PAGA Payment and 25% (\$67,915.43) allocated to the Individual PAGA Payments.

3.2.4.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Allegedly Aggrieved Employees' 25% share of PAGA Penalties (\$67,915.43) by the total number of PAGA Period Pay Periods worked by all Allegedly Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Allegedly Aggrieved Employee's PAGA Period Pay Periods, to the extent information necessary to make this calculation is available. If the information is not available for temporary employees, the Parties will work cooperatively to devise a reasonable calculation for these employees or will subpoena the information. Allegedly Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms, as required by applicable federal and state law.

3.3 The Court's failure to approve the requested amounts for PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the Administration Expenses Payment, and Plaintiff's Individual Claims Payment shall not terminate this Settlement. As above stated, the difference between the amounts requested and lesser approved amounts shall be added to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Allegedly Aggrieved Employee Pay Periods. Based on a review of its records, Defendant estimates there are over 6,000 Allegedly Aggrieved Employees who worked as direct employees of Defendant. See paragraph 8 concerning temporary workers supplied through staffing agencies.

4.2 Allegedly Aggrieved Employee Data. Within ten (10) days of the Court granting approval of the Settlement, Defendant will deliver the Allegedly Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. However, the Parties recognize that such data regarding Allegedly Aggrieved Employees that were temporary employees placed to work for Defendant by temp or staffing agencies is not currently in Defendant's possession. Defendant will attempt to obtain such data from the temp or staffing agencies. Subpoenas to the temp or staffing agencies may be required. To the extent Defendant is able to obtain the data from the temp or staffing agencies, Defendant will deliver to the Administrator the data obtained within ten (10) days of receiving the data from the temp or staffing agencies.

To protect Allegedly Aggrieved Employee's privacy rights, the Administrator must maintain the Allegedly Aggrieved Employee Data in confidence, use the Allegedly Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Allegedly Aggrieved Employee Data to Administrator employees who need access to the Allegedly Aggrieved Employee Data to effect and perform under this Agreement. The Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing, omitted, or unavailable data regarding Allegedly Aggrieved Employees.

4.3 Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after the Claims Administrator receives all the Allegedly Aggrieved Employee Data (which may require waiting for responses to subpoenas to the affected staffing agencies), the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and Plaintiff's Individual Claims Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual PAGA Payments and send them to the Allegedly Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Allegedly Aggrieved Employee

Address Search for all Allegedly Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Allegedly Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Allegedly Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Allegedly Aggrieved Employee whose original check was lost or misplaced, requested by the Allegedly Aggrieved Employee prior to the void date.

4.4.3 For any Allegedly Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Allegedly Aggrieved Employee.

4.4.4 The payment of Individual PAGA Payments shall not obligate Released Parties to confer any additional benefits or make any additional payments to the Allegedly Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, Plaintiff, Allegedly Aggrieved Employees, and PAGA Counsel will release claims against all Released Parties as follows:

5.1 **Plaintiff's Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, assigns, executors, and any entities or businesses in which any of them have a controlling ownership interest, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, Operative Complaint, the PAGA Notice, and Plaintiff's Demand for Arbitration; and (b) all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from and/or relating in any way to any temperature violation claims pled in the Action (Complaint, Operative Complaint, the PAGA Notice, and Plaintiff's Demand for Arbitration) or that could have been asserted based on the temperature violation facts alleged in the Action ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 **Plaintiff's Waiver of Rights Under California Civil Code Section 1542.** For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California *Civil Code*, or the law of any other state or jurisdiction, or common law principle, to the same or similar

effect, concerning the claims released here. *Civil Code* section 1542 reads:

“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.”

5.2 Release by Allegedly Aggrieved Employees:

All Allegedly Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns, executors, and any entities or businesses in which any of them have a controlling ownership interest, the Released Parties from (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Complaint, Operative Complaint, and the PAGA Notice; and (b) all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, whether known or unknown, arising from and/or relating in any way to any temperature violation claims pled in the Action (including in the Complaint, Operative Complaint, and PAGA Notice) or that could have been asserted based on the temperature violation facts alleged in the Action.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for attorneys' fees and costs incurred in connection with the Complaint, Operative Complaint, the PAGA Notice, and Plaintiff's Demand for Arbitration, and the facts stated in any of them.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement, subject to the approval by Defense Counsel, including but not limited to (i) a draft proposed Order Approving the PAGA Settlement; (ii) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Allegedly Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Allegedly Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (*Labor Code* section 2699.3, subd. (a)), Operative Complaint (*Labor Code* section 2699, subd. (1)(1)), this Agreement (*Labor Code* section 2699, subd. (1)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Allegedly Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims

that will be extinguished or adversely affected by the Settlement except as disclosed in paragraph 2.5.

6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than thirty (30) days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Order Approving the PAGA Settlement to the Administrator and providing to the LWDA all required notices and documents to facilitate approval of the Settlement in accordance with PAGA, including submitting to the LWDA a copy of the proposed settlement at the same time that it is submitted to the Court, a copy of the Court's Judgment, copies of any other orders that award or deny penalties, and a copy of anything else contemplated in this Agreement.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. Plaintiff has selected ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. Defendant has agreed to Plaintiff's selection. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under U.S. Treasury Regulation section 468B-1.

7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. ALLEGEDLY AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on a review of its records, Defendant estimates there are over 6,000 Allegedly

Aggrieved Employees who worked as direct employees of Defendant. Defendant does not have possession of records from which it can identify the temporary employees placed to work for Defendant by temp or staffing agencies. Defendant will attempt to obtain Allegedly Aggrieved Employee Data from the temp or staffing agencies. Subpoenas to the temp or staffing agencies may be required.

Plaintiff acknowledges that the actual number of employees who could have experienced the alleged violations and the pay periods in which alleged violations could have occurred is far less than the totals at issue.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final.

10. ADDITIONAL PROVISIONS.

10.1 No Admission of Liability or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant or the Former Defendants that any of the allegations in the Complaint or Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation or arbitration (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all

appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. Neither of the Parties will issue any press release or other public or non-public representation regarding the settlement, other than as necessary to obtain court approval and effectuate the terms of the settlement. The Parties and their counsel agree that they will not initiate or have any contact with the press, respond to any press inquiry, or have any communication with the press about these cases. Plaintiff's Counsel will not utilize this settlement in any way in their marketing or advertising materials or website. Nothing herein shall prohibit any of the Parties from disclosing information relating to the settlement as required by law. The Parties shall not distribute to any Allegedly Aggrieved Employee any documents, notices, or information regarding the Action or the Settlement other than documents, notices, or

information approved by the Court.

10.12 Use and Return of Allegedly Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to California *Evidence Code* section 1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Allegedly Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Allegedly Aggrieved Employee Data.

10.13 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.

10.14 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alan I. Schimmel
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Arya Rhodes
arhodes@spattorneys.com
Schimmel & Parks, APLC
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(818) 464-5061

To Defendant:

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Daniel D. Spencer
dspencer@ohaganmeyer.com
O'Hagan Meyer, LLP
550 S. Hope Street, Suite 2400
Los Angeles, California 90071

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this

Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17 Stay of Litigation and Arbitration. The Parties agree that upon the execution of this Agreement the litigation and arbitration shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to *Code of Civil Procedure* section 583.330 to extend the date to bring a case to trial under *Code of Civil Procedure* section 583.310 for the entire period of this settlement process.

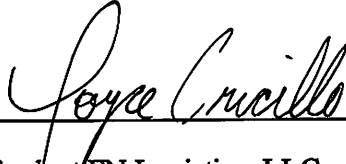
10.18 Res Judicata and Dismissal of Arbitration. If approved by the Court, this Settlement and the Judgment thereon shall have res judicata effect precluding Plaintiff from initiating any other proceedings regarding claims released herein. The Parties agree that upon approval, Judgment will be entered, confirming the releases herein. The Judgment will constitute a binding and final resolution of any and all claims brought by Plaintiff on behalf of himself, the State of California, and Allegedly Aggrieved Employees. Plaintiff agrees to dismiss his individual arbitration within five (5) days following distribution of the Gross Settlement Amount by the Administrator.

DATED: 10/7/2024



Plaintiff Anderson Hill

DATED: 11/06/2024



Defendant FN Logistics, LLC

DATED: 10/7/2024

SCHIMMEL & PARKS, APLC



By: _____

Alan I. Schimmel
Arya Rhodes
Attorneys for Plaintiff

DATED: 11/06/2024

O'HAGAN MEYER, LLP



By: _____

Soojin Kang
Daniel D. Spencer
Attorneys for Defendant FN Logistics, LLC and
Former Defendants, Fashion Nova, LLC, Fashion
Nova, Inc., Nova Fashion, Inc., and Fashion Nova
Holdings, LLC