

Private Attorneys General Act Settlement Agreement

IT IS HEREBY AGREED by and among the undersigned Parties, subject to the approval of the Court, that the Action and Released Claims shall be settled and resolved pursuant to the following terms and conditions set forth in this Private Attorneys General Act Settlement Agreement (“Agreement”), entered by and between Plaintiff Elisha Choi and Defendant Francesca’s Operations, Inc. (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties” and individually as “Party.”

This Agreement shall be effective upon the date which the later of the following has occurred: (i) the date the Court has entered an order approving of a joint stipulation of settlement or motion seeking approval of the Settlement, or (ii) the date the time to appeal or seek permission to appeal or seek other judicial review of the entry of a Judgment approving the Settlement has expired with no appeal or other judicial review having been taken or sought (the “Effective Date”).

I. DEFINITIONS

Unless otherwise defined herein, the following terms, when used in this Agreement, shall have the following meanings:

1. “Action” means Plaintiff’s PAGA lawsuit alleging wage and hour violations against Defendant captioned *Elisha Choi et al. v. Francesca’s Operations, Inc. et al.*, Los Angeles Superior Court Case No. 22STCV12421, filed on April 11, 2022 and pending in Superior Court of the State of California, County of Los Angeles, as well as all claims and allegations made in Plaintiff’s LWDA Letter dated January 31, 2022.

2. “Administrator” means Phoenix Class Action Administration Solutions, a neutral third-party administrator that the Parties have agreed to appoint to administer the settlement, subject to approval by the Court, in accordance with the terms of this Agreement. In the event that Phoenix Class Action Administration Solutions is unable to serve as the Settlement Administrator, the Parties will mutually agree to an alternative settlement administrator.

3. “Administration Costs” 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.

4. “Aggrieved Employee” means all current and former persons employed by Defendant or Released Parties as non-exempt employees during the PAGA Period.

5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Defendant’s possession including the Aggrieved Employee’s name, last-known-mailing address, Social Security number, and hire and termination dates.

6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current 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 Aggrieved Employees.

7. “Complaint” means the claims and allegations set forth in Plaintiff’s Complaint for Enforcement under the PAGA, filed with the Court on April 11, 2022, in the Action.

8. “Court” or “Los Angeles Superior Court” means the Superior Court of California for the County of Los Angeles.

9. “Defense Counsel” means Jaime B. Laurent and Nicole Vongchanglor of Littler Mendelson, P.C.

10. “Employee Payment” refers to the Aggrieved Employees’ pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

11. “Gross Settlement Amount” is the sum of Three Hundred and Seventy Thousand Dollars and Zero Cents (\$370,000.00), which represents the total amount payable under this Agreement by Defendant, and will be used to pay the Employee Payments, LWDA PAGA Payment, Plaintiff’s Counsel Fees Payment, Plaintiff’s Counsel Litigation Expenses Payment, Representative Service Payment and the Administration Costs.

12. “Judgment” means the judgment entered by the Court based upon Final Approval.

13. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

14. “LWDA Letter” means the claims and allegations set forth in Plaintiff’s correspondence to the LWDA dated January 31, 2022.

15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

16. “Plaintiff’s Counsel” means David Alami and Shaheen A. Etemadi of Alami Law Group, the attorneys representing Plaintiff in the Action.

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

18. “PAGA” means the California Labor Code Private Attorneys General Act, California Labor Code §§ 2698, et seq.

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

20. “Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one (1) day during the PAGA Period.

21. "PAGA Notice" means Plaintiff's January 31, 2022, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

22. "PAGA Period" means the time period from January 31, 2021 through the Effective Date.

23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$52,066.71) and the 75% to LWDA (\$156,200.11) in settlement of PAGA claims.

24. "Plaintiff" means Elisha Choi, the named plaintiff in the Action.

25. "Approval Order" means the proposed Court Order Granting Approval of Settlement.

26. "Released Claims" means any and all claims under the PAGA alleged in the Action or that could have been alleged based on the facts alleged in Plaintiff's PAGA notice and in the Action, arising from Aggrieved Employees' employment with Defendant arising during the PAGA Period. This includes, but is not limited to, PAGA claims predicated on alleged violations of the California Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 450, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable California Industrial Welfare Commission Wage Orders.

27. "Released Parties" means Defendant and its past, present, and future related entities, subsidiaries, parents, affiliates, predecessors, insurers, agents, employees, successors, assigns, owners, officers, officials, directors, attorneys, partners, members, personal representatives, executors, investors, and shareholders, including their respective pension, profit sharing, savings, health, and other employee benefits plans of any nature, the successors of such plans, and those plans' respective current or former trustees and administrators, agents, employees, and fiduciaries.

28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

II. **RECITALS**

1. On January 31, 2022, in her LWDA Letter, Plaintiff provided written notice to the LWDA and Defendant asserting claims for civil penalties pursuant to PAGA stemming from alleged violations of Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 450, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, among others, and the applicable Industrial Welfare Commission Wage Orders.

2. Plaintiff filed her Complaint against Defendant on April 11, 2022. Plaintiff's Complaint alleged civil penalties pursuant to the PAGA predicated on alleged violations of the Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 450, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802. The Complaint further alleged violations pursuant to Labor Code section 1194.2 and the PAGA. Defendant denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint and denies any and all liability

for the causes of action alleged.

3. On June 20, 2023, the Parties participated in a mediation before mediator Tripper Ortman, Esq., after undertaking an investigation and exchange of information and documents pertaining to Plaintiff and the Aggrieved Employees. That same day, the Parties agreed to fully and finally resolve the Action and the Released Claims as to Plaintiff, the State of California, and the Aggrieved Employees.

4. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. **OPERATIVE TERMS OF THE AGREEMENT**

The Parties agree as follows:

1. **Non-Admission.**

Notwithstanding the foregoing, this Agreement may be used in any court proceeding that has as its purpose the interpretation, implementation, or enforcement of the settlement or any orders or judgments of the Court entered in connection therewith. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement, the Settlement, the Parties' willingness to settle the Action, and any related Court documents or orders are not and may not be cited or admitted as evidence of liability and will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement). The Parties agree that representative treatment is for purposes of settlement only.

2. **Gross Settlement Amount.** Defendant agrees to pay \$370,000 and no more as the Gross Settlement Amount. Defendant will not pay more than the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3. **Net Settlement Amount.** The Parties agree that the Net Settlement Amount shall be distributed to the LWDA and Aggrieved Employees as follows: PAGA Penalties in the amount of \$ 208,266.82 to be paid from the Gross Settlement Amount, with 75% (\$156,200.11) allocated to the LWDA PAGA Payment and 25% (\$52,066.71) allocated to the Employee Payments.

a. The Administrator will calculate each Employee Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$52,066.71) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Employee Payment.

b. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

c. The Administrator will classify the Employee Payments as civil penalties and report the Employee Payments on IRS 1099 Forms.

4. **Attorneys' Fees Payment and Litigation Costs Payment.** Defendant will not oppose Plaintiff's request for an award of attorneys' fees in the amount up to \$129,500 ("Plaintiff's Counsel Fees Payment") and litigation costs and expenses in the amount up to \$16,983.18 incurred in prosecuting this Action ("Plaintiff's Counsel Litigation Expenses Payment"), to Plaintiff's Counsel, provided they do not exceed these amounts. In the event the Court approves a payment of less than \$129,500.00 for Plaintiff's Counsel Fees Payment and/or less than \$16,983.18 for Plaintiff's Counsel Litigation Expenses Payment, the difference will be a part of the Net Settlement Amount. If the Court approves Plaintiff's Counsel Fees Payment and/or Plaintiff's 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 Plaintiff's counsel or any other plaintiff's counsel arising from any claim to any portion any Plaintiff's Counsel Fee Payment and/or Plaintiff's Counsel Litigation Expenses Payment. The Administrator will pay the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment using one or more IRS 1099 Forms. Plaintiff's Counsel assumes full responsibility and liability for taxes owed on the Plaintiff's Counsel Fees Payment and the Plaintiff's 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.

5. **Representative Service Payment.** Defendant will not oppose Plaintiff's request for a Representative Service Payment to Plaintiff of not more than \$7,500 (in addition to any Employee Payment Plaintiff is entitled to receive as a Aggrieved Employee).¹ If the Court approves a Representative Service payment less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Representative Service Payment.

6. **Administration Costs.** Defendant will not oppose Plaintiff's request for payment in the amount up to (and not to exceed) \$7,750 to the Administrator for administering the settlement. In the event the Court approves a payment of less than \$7,750 for Administration Costs, the difference will be a part of the Net Settlement Amount. Administration Costs will be reported on an IRS Form 1099 issued to the Administrator.

7. **Released Claims.** Upon the Effective Date, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all Released Claims defined in Section I Subsection 26 herein. This release of claims only covers those civil penalties which

¹ In addition, Defendant agrees to enter into a separate individual confidential settlement agreement with Plaintiff for a payment of twenty thousand dollars (\$20,000) in exchange for a complete general release of all known/unknown claims, including Plaintiff's individual wage and any non-claims.

are recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code. 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 remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

8. **Release by PAGA Counsel.** Plaintiff's Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Action and the PAGA Period facts stated in the Complaint, LWDA Letter and the PAGA Notice.

9. **Representations by Plaintiff.**

a. Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that she has read this Agreement, that she fully understands her rights, privileges, and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that she has had the opportunity to consult with her attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

10. **Limited Disclosure and No Publicity.** Except as provided below, to the extent necessary to effectuate the settlement or as required by the PAGA, a court of law, or legal process, neither Plaintiff nor Plaintiff's Counsel will publicize the terms of this Agreement or issue a press release, hold a press conference, publish information about the settlement, or otherwise publicize the settlement or communicate its terms in public or in private, unless ordered by the Court.

11. **Filing of Stipulation for Approval of Settlement by the Parties.** Defense Counsel shall, as soon as practicable but no more than five (5) court days after receipt of Stipulation for Approval of this Settlement from Plaintiff's Counsel, execute a Stipulation for Approval of this Settlement to be filed with the Court. Plaintiff's Counsel shall be responsible for preparing the Stipulation for Approval of the Settlement. Plaintiff's Counsel will file the Stipulation for Approval within five (5) court days of execution by Defense Counsel. Plaintiff's Counsel will submit the Stipulation for Approval to the LWDA. Pursuant to California Labor Code section 2698, *et seq.*, Plaintiff's Counsel shall undertake all required submissions and disclosures to the LWDA and the Court to obtain approval of the settlement.

In the event the Court does not approve, for any reason, this Settlement by way of the Parties' Stipulation for Approval, Plaintiff's Counsel shall be responsible for preparing a Motion for Approval of the Settlement ("Approval Motion"). Plaintiff's Counsel will file the Approval Motion as soon as practicable. Plaintiff's Counsel will serve the Approval Motion on Defense Counsel and submit it to the LWDA. Plaintiff's Counsel will confer regarding a mutually agreeable hearing date, and provide a draft to Defense Counsel five (5) days before filing for review and comment.

Pursuant to the PAGA, Plaintiff's Counsel shall undertake all required submissions and disclosures

to the LWDA and the Court to obtain approval of the settlement.

12. **Dismissal**. The Administrator will provide the Parties with a declaration confirming that distribution of payments has been completed in accordance with the Agreement and the Court's orders. Within ten (10) calendar days of Defendant providing to the Administrator the Gross Settlement Amount, unless otherwise ordered by the Court, Plaintiff's Counsel will file the declaration with the Court and required dismissal papers (i.e., a Request for Dismissal of the Action with prejudice (all parties, all causes of action)).

13. **Attorneys' Fees and Costs**. Except as set forth in Section III, Subsection 4 above, the Parties shall each bear their own attorneys' fees and costs with respect to the Action.

IV. **ADMINISTRATION OF SETTLEMENT**

1. **Administrator**. The Parties have mutually selected Phoenix Class Action Administration Solutions to handle the administration of this settlement, subject to approval by the Court, and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions 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 Costs. 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.

a. **Employer Identification Number**. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

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

c. **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.

2. **Deposit and Distribution of Gross Settlement Amount**.

a. **Aggrieved Employees**. From January 31, 2021 through May 10, 2023, Defendant estimated there were 976 Aggrieved Employees. As of the date of the mediation of this matter, Defendant estimated approximately 14,000 Pay Periods.

b. **Aggrieved Employee Data**. Within five (5) calendar days from the Effective Date, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Plaintiff's Counsel if it discovers

that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.

c. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty (60) days after the Court approval of the settlement, provided that there are no intervenors or objectors who have objected to the settlement or asserted a right to appeal. If there are any objectors or intervenors who have objected to the settlement or asserted a right to appeal, then the Gross Settlement Amount will be paid within fifteen (15) days of the expiration date for any appeal, without any appeal having been filed; or, if an appeal has been filed, within fifteen (15) days of the conclusion of the appellate process (i.e., where the deadline to file any further appeal has passed), with the settlement having been affirmed on appeal.

d. Payments from the Gross Settlement Amount. Within ten (10) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Employee Payments, the LWDA PAGA Payment, the Administration Costs, and the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment.

i. The Administrator will issue checks for the Employee Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid under the cover letter, substantially in the form attached hereto as "Exhibit 1" ("Cover Letter"), to each of the Aggrieved Employees identified in the Aggrieved Employee Data. The face of each check shall prominently state the date (not less than one hundred eighty (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 Administrator must update the recipients' mailing addresses using the National Change of Address Database.

ii. The Administrator must conduct an Aggrieved Employee Address Search for all 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

iii. For any Aggrieved Employee whose Employee 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 Aggrieved Employee.

iv. The payment of Employee Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **No Impact on Employee Benefit Plans.** Neither the Agreement nor any amounts paid to Plaintiff, any Aggrieved Employee, or the LWDA under the settlement will modify any previously credited hours or service under any employee benefit plan, policy, or bonus program sponsored by Defendant, if any. Such amounts will not form the basis for additional contributions to, benefits under, or any other monetary entitlement under Defendant's sponsored benefit plans, policies, or bonus programs, if any. The payments made under the terms of this Agreement shall not be applied retroactively, currently, or on a going-forward basis, as salary, earnings, wages, or any other form of compensation for the purposes of any Defendant benefit plan, policy, or bonus program, if any. Defendant retains the right, if necessary, to modify the language of its benefit plans, policies, and bonus programs, if any, to effect this intent, and to make clear that any amounts paid pursuant to this Agreement are not for "hours worked," "hours paid," "hours of service," or any similar measuring term as defined by applicable plans, policies, and bonus programs, if any, for purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or benefits are not required by this Agreement. Nothing in this section constitutes or shall be construed as an admission or acknowledgment that any such plan(s), policy(s), and/or bonus program(s) exist and/or are offered by Defendant.

2. **Tax Consequences.** Neither Plaintiff, Plaintiff's 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.

3. **Attorney Authorization.** Plaintiff's 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.

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.

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.

6. **Governing Law.** All terms and conditions of this Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles. If any legal or equitable action is necessary to enforce the terms of this Agreement, it shall be brought in the Los Angeles County Superior Court. The prevailing party in any motion or other legal action to enforce this Agreement shall be entitled to recover his/her/its reasonable attorneys' fees and costs incurred in connection with such legal action.

7. **Entire Agreement.** Upon execution, this Agreement and any and all exhibits attached hereto, constitutes 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. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

8. **Judgment and Continued Jurisdiction.** The Parties agree that this Agreement shall be enforceable by the Court pursuant to California Code of Civil Procedure section 664.6, and the Court, after entry of Judgment and to the fullest extent of the law, shall retain jurisdiction over this Action, the Parties, the Settlement and the Aggrieved Employees solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters that are permitted by law.

a. **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Plaintiff's Counsel Fees Payment and Plaintiff's Counsel Litigation Expenses Payment, the Parties and 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, except as to matters that do not affect the amount of the Net Settlement Amount.

9. **Amendment or Modification.** This Agreement, and all parts of it, including any and all exhibits attached to same, may be amended or modified, changed, or waived only by an express written instrument, signed by all Parties or their representatives, subject to approval by the Court.

10. **Authorization to Enter into Binding Agreement.** Defendant represents and warrants that the undersigned has the authority to act on behalf of Defendant and to bind Defendant to the terms of this Agreement. Plaintiff represents and warrants that as of the date of signing of the Agreement she is over the age of 18, and she has the capacity to act on her own behalf and on behalf of all who might claim through her to bind her to the terms and conditions of this Agreement. Counsel for all Parties represent and warrant that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties warrant that they understand and have full authority to enter into this settlement, and further intend

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

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.

12. **Use and Return of Aggrieved Employee Data.** Information provided to Plaintiff's Counsel pursuant to Cal. Evid. Code §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 and Plaintiff's counsel shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all settlement funds, Defendant make a written request to Plaintiff's Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

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

14. **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.

15. **Calendar Days.** Unless otherwise noted, all references 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 or state legal holiday, such date or deadline shall be on the first business day thereafter.

16. **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:

David Alami
Shaheen Anthony Etemadi
Alami Law Group
620 Newport Center Dr., Suite 1110
Newport Beach, CA 92660
with a copy to david@alamilawgroup.com and shawn@alamilawgroup.com

To Defendant:

Jaime B. Laurent
Nicole Vongchanglor
Littler Mendelson, P.C.
2049 Century Park East, 5th Floor
Los Angeles, CA 90067-3107
with a copy to JLaurent@littler.com and NVongchanglor@littler.com

17. **Execution and 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

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

19. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, provided that the essential terms and conditions of this Agreement for each Party remain valid, binding and enforceable, the remaining portions of this Agreement will continue to be valid, and will be performed, construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

21. **Cooperation and Execution of Necessary Documents.** The Parties have cooperated in the drafting and preparing 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. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to implement the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

22. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation 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 California Code of Civil Procedure

section 583.330 to extend the date to bring a case to trial under California Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that she/it has read the foregoing Agreement, accepts and agrees to the provisions contained in this Agreement, and hereby executes it voluntarily and with full understanding of its consequences.

PLAINTIFF:

Dated: 08/02/2023

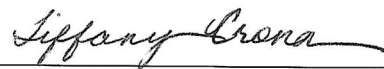

Elisha Choi Aug 2 2023 15:53 PDT

ELISHA CHOI

DEFENDANT:

FRANCESCA'S OPERATIONS, INC.

Dated: 8/15/2023



By: TIFFANY CRDINA
Its: SR HR DIRECTOR

EXHIBIT 1

<<DATE>>

<<FIRST_NAME>> <<LAST_NAME>>
<<ADDRESS 1>>
<<ADDRESS 2>>

Re: Payment from *Elisha Choi, et al. v. Francesca's Operations, Inc., et al.*

Dear <<FIRST_NAME>> <<LAST_NAME>>:

Enclosed you will find a check made payable to you. This is your payment from the settlement of the lawsuit entitled *Elisha Choi, et al. v. Francesca's Operations, Inc., et al.*, Los Angeles Superior Court Case No. 22STCV12421.

That case was filed against Francesca's Operations, Inc. ("Defendant") pursuant to the California Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (called "PAGA"). The claim was brought on behalf of the State of California and all non-exempt employees of Defendant. You have been identified as one of the employees on whose behalf the case was brought.

The Plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. The lawsuit alleges that Defendant failed to pay employees for all hours worked, failed to provide proper meal and rest periods, failed to reimburse for business expenses, and forced patronage.

Defendant denies that it did anything wrong or that it owes any penalties.

The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. The settlement of this action does not constitute an admission by Defendant of any of the matters alleged in the case or an admission of liability. Under the PAGA statute, the penalties get divided between the State and the employees. By law, 75% of the civil penalties are paid to the State and the remaining 25% are paid to the employees. The enclosed check represents your portion of the penalties allocated to the employees. It is your responsibility to apply any taxes payable on the amount you have received.

The Court-approved settlement contains the following release of claims, which is meant to bar any future litigation by Plaintiff and the California Labor & Workforce Development Agency ("LWDA"), either directly or through any other proxy or agent:

Upon the Effective Date, Plaintiff, Aggrieved Employees, and the State of California will be forever barred from pursuing any and all Released Claims defined [as any and all claims under the PAGA alleged in the Action or that could have been alleged based on the facts alleged in Plaintiff's PAGA notice and in the Action, arising from Aggrieved Employees' employment with Defendant arising during the PAGA Period, which is January 31, 2021 through the Effective Date. This includes, but is not limited to, PAGA claims predicated on alleged violations of the California Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 450, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable California Industrial Welfare Commission Wage Orders.] This release of claims only covers those civil penalties which are

recoverable under PAGA, and does not otherwise cover individual, underlying claims or causes of action that Aggrieved Employees may have under the law against Released Parties for violations of the California Labor Code. 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 remains effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

If you have any questions, you can contact the settlement administrator (whose contact information is at the top of this letter).

Very Truly Yours,

Phoenix Settlement Administrators

Choi- PAGA Settlement Agreement with Exhibit 1 4866-7531-8901 2

Final Audit Report

2023-08-02

Created:	2023-08-02
By:	Shaheen Etemadi (etemadi.shawn@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIsIAHJC2Rv9wh9c0G3YPA5zAID5cy6zd

"Choi- PAGA Settlement Agreement with Exhibit 1 4866-7531-8901 2" History

-  Document created by Shaheen Etemadi (etemadi.shawn@gmail.com)
2023-08-02 - 10:45:16 PM GMT- IP address: 174.67.220.16
-  Document emailed to elisha.choi05@gmail.com for signature
2023-08-02 - 10:46:09 PM GMT
-  Email viewed by elisha.choi05@gmail.com
2023-08-02 - 10:46:11 PM GMT- IP address: 72.14.199.5
-  Signer elisha.choi05@gmail.com entered name at signing as Elisha Choi
2023-08-02 - 10:53:24 PM GMT- IP address: 76.33.184.130
-  Document e-signed by Elisha Choi (elisha.choi05@gmail.com)
Signature Date: 2023-08-02 - 10:53:26 PM GMT - Time Source: server- IP address: 76.33.184.130
-  Agreement completed.
2023-08-02 - 10:53:26 PM GMT



Adobe Acrobat Sign