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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

MARIANO GAGLIARDI, individually and on
behalf of all similarly situated employees,

Plaintiff,

v.

RALPH LAUREN RETAIL, INC., a Delaware
corporation doing business in California, and
DOES 1 to 100,

Defendants.

ANGELICA ROMERO, et al.,

Plaintiffs,

vs.

RALPH LAUREN RETAIL, INC., et al.,

Defendants.

Case No. CVRI2103581

**DECLARATION OF LLUVIA ISLAS OF
PHOENIX SETTLEMENT
ADMINISTRATORS IN SUPPORT OF
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 3, 2024

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: August 3, 2021

FAC Filed: October 6, 2021

Trial Date: None Set

1 SHEPPARD MULLIN RICHTER & HAMPTON LLP

2 A Limited Liability Partnership

3 Including Professional Corporations

4 SAMANTHA D. HARDY, Cal. Bar No. 199125

5 DANIEL F. DE LA CRUZ, Cal. Bar No. 292537

6 BERNICE DIAZ, Cal. Bar No. 329246

7 501 West Broadway, 19th Floor

8 San Diego, California 92101-3598

9 Telephone: 619-338-6500

10 Facsimile: 619-234-3815

11 Email: shardy@sheppardmullin.com

12 ddelacruz@sheppardmullin.com

13 bdiaz@sheppardmullin.com

14 Attorneys for Defendant

15 RALPH LAUREN RETAIL, INC.

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Gagliardi et al. v. Ralph Lauren Retail, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On August 12, 2024, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, telephone numbers, Social Security numbers,

1 and weeks worked for each Class Member (“Class List”) within the Class Period and PAGA
2 Period. The final mailing list contained nine hundred thirty-three (933) individuals identified
3 as Class Members.

4 4. On August 12, 2024, Phoenix conducted a National Change of Address
5 (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible.
6 A search of this database provides updated addresses for any individual who has moved in
7 the previous four (4) years and notified the U.S. Postal Service of their change of address.

8 5. On August 26, 2024, Phoenix mailed the Notice via U.S. first class mail to all
9 nine hundred thirty-three (933) Class Members on the Class List. A true and correct copy of
10 the mailed Notice is attached hereto as **Exhibit A**.

11 6. As of the date of this declaration, eighteen (18) Notices have been returned to
12 Phoenix. None were returned with a forwarding address. For the eighteen (18) Notices
13 returned from the Post Office without a forwarding address, Phoenix attempted to locate a
14 current mailing address using idiCORE, one of the most comprehensive address databases
15 available for skip tracing. Of the eighteen (18) Notices that were skip traced, seven (7)
16 updated addresses were obtained and the Notice was promptly re-mailed to those Class
17 Members via first class mail.

18 7. As of the date of this declaration, eleven (11) Notices remain undeliverable,
19 because an updated address could not be obtained via skip trace.

20 8. As of the date of this declaration, Phoenix has received zero (0) Request for
21 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement
22 was October 10, 2024.

23 9. As of the date of this declaration, Phoenix has received two (2) Notices of
24 Objection from Class Members. The deadline for objecting to the Class Settlement was
25 October 10, 2024. Attached to this Declaration as **Exhibit B** are true and correct copies of the
26 two objection forms received.

27 10. As of the date of this declaration, Phoenix has received zero (0) Workweek
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1 disputes from Class Members. The deadline for submitting a dispute was October 10, 2024.

2 11. The Net Settlement Amount of \$176,346.70 available to pay Settlement Class
3 Members was determined by subtracting the requested Class Counsel attorneys' fees
4 (\$125,000.00), and Class Counsel costs (\$22,153.30), requested Enhancement Payment to
5 Plaintiffs Gagliardi and Romero (\$10,000.00 each, for a total of \$20,000.00), the PAGA
6 Amount (\$18,750.00), and the requested Settlement Administration Costs (\$12,750.00) from
7 the Gross Settlement Amount (\$375,000.00).

8 12. Plaintiff Gagliardi's individual settlement share to be paid is approximately
9 \$180.33, consisting of \$175.67 for the class amount and \$4.67 for the PAGA amount. Plaintiff
10 Romero's individual settlement share to be paid is approximately \$392.83, consisting of
11 \$382.66 for the class amount and \$10.17 for the PAGA amount.

12 13. There are nine hundred thirty-three (933) Class Members who did not submit
13 timely and valid Requests for Exclusion and are therefore deemed Settlement Class Members,
14 representing 100% of the Class. Settlement Class Members have worked a collective total of
15 twenty-two thousand five hundred fifteen (22,515) Workweeks during the Class Period. The
16 highest Individual Settlement Share to be paid is approximately \$745.18, the lowest
17 Individual Settlement Share to be paid is approximately \$1.10 and the average Individual
18 Settlement Share to be paid is approximately \$189.01. Settlement Class Members will be
19 issued payment of their Individual Settlement Shares subject to reduction for the Settlement
20 Class Member's share of taxes and withholdings with respect to the wages portion of the
21 Individual Settlement Share (the net payment is their "Individual Settlement Payment").
22 Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes due
23 separately and apart from the Gross Settlement Amount.

24 14. Additionally, \$18,750.00 of the Gross Settlement Amount has been allocated
25 toward penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%,
26 or \$14,062.50, shall be paid to the Labor and Workforce Development Agency ("LWDA"),
27 and 25%, or \$4,687.50, shall be paid to Aggrieved Employees who are or were employed by
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1 Defendant during the PAGA Period. There are nine hundred thirty-three (933) Aggrieved
2 Employees who worked a total of twenty-two thousand five hundred fifteen (22,515)
3 Workweeks during the PAGA Period. The highest Individual PAGA Payment to be paid is
4 approximately \$19.81, the lowest Individual PAGA Payment to be paid is \$0.03 and the
5 average Individual PAGA Payment to be paid is approximately \$5.02. The estimated time and
6 expenses

7 15. Phoenix's costs associated with the administration of this matter are
8 \$12,750.00. This includes all costs incurred to date, as well as estimated costs involved in
9 completing the settlement distribution. A true and correct copy of the invoice from Phoenix
10 is attached hereto as **Exhibit C**.

11 16. After final approval, Phoenix will be (i) calculating the Net Settlement Amount
12 and the Individual Settlement Payments and Individual PAGA payments; (ii) issuing the
13 Individual Settlement Payments and, to the extent applicable, Individual PAGA Payment
14 checks and distributing them to Participating Class Members and Aggrieved Employees; (iii)
15 issuing the payment to Class Counsel for Court-approved attorneys' fees and costs, the
16 Service Payment check to Plaintiff, remitting payment to the LWDA and the
17 employer/employee payroll taxes to the proper taxing authorities; (iv) mailing a reminder
18 postcard to any class member whose settlement distribution check has not been negotiated
19 within 60 days after the date of mailing; (v) redistributing funds from uncashed checks to
20 Participating Class Members who cashed their checks; (vi) printing and providing
21 Participating Class Members, PAGA Employees, Plaintiff, and Class Counsel with, as
22 applicable and set forth in the Settlement, W-2s and 1099 forms. The *estimated* time Phoenix
23 will dedicate to this Action, after final approval through closure of the QSF, is thirty-three
24 (33) hours. Phoenix's *estimated* expenses it anticipates incurring are \$7,347.47.
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1 I declare under penalty of perjury of the laws of the State of California that the
2 foregoing is true and correct.

3 Executed this 28th day of October 2024, at Orange, California.
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6 *Lluvia Islas*

7 _____
8 LLUVIA ISLAS
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Exhibit A

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION CLAIMS

Mariano Gagliardi v. Ralph Lauren Retail, Inc.
Superior Court of the State of California for the County of Riverside
Case No. CVRI2103581

Angelica Romero v. Ralph Lauren Retail, Inc.
Superior Court of the State of California for the County of Riverside
Case No. CVRI2200840

TO: Any and all persons who were employed as hourly, non-exempt Polo Ralph Lauren Factory Store employees employed in California by Ralph Lauren Retail, Inc. from December 20, 2020, through July 8, 2023, who did not sign an electronic arbitration agreement (“Class Period”).

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT ARISING OUT OF YOUR EMPLOYMENT BY RALPH LAUREN RETAIL, INC. AS AN HOURLY, NON-EXEMPT POLO RALPH LAUREN FACTORY STORE EMPLOYEE IN CALIFORNIA DURING THE CLASS PERIOD.

THIS NOTICE WILL EXPLAIN IMPORTANT, TIME-SENSITIVE DEADLINES.

I. INTRODUCTION

If you were employed by Defendant Ralph Lauren Retail, Inc. in California as an hourly, non-exempt Polo Ralph Lauren Factory Store employee at any time from December 20, 2020, through July 8, 2023 (the "Class Period") and you did not sign an electronic arbitration agreement, you are a member of the proposed settlement class in these class action lawsuits (a "Class Member") and your rights will be affected as set forth in the proposed settlement described in this Notice (the "Settlement"). On June 27, 2024, the Court preliminarily approved the Settlement. You have received this Notice because Defendant's records show you are a Class Member in one or both of these actions. This Notice provides you with basic information about the case and advises you of your options with regard to the settlement.

II. NATURE OF THE ACTION

The *Gagliardi* Action was filed by Named Plaintiff Mariano Gagliardi ("Plaintiff Gagliardi") in the Superior Court for the State of California, County of Riverside, on August 3, 2021, against Defendant Ralph Lauren Retail, Inc. ("Defendant"). Plaintiff Gagliardi and the Plaintiffs are represented by the Frontier Law Center.

Plaintiff Gagliardi's Operative Complaint alleges the following causes of action: (1) failure to overtime at regular rate of pay; (2) failure to provide accurate wage statements; (3) waiting time penalties; (4) violation of unfair competition law; and (5) violation of the Private Attorneys General Act ("PAGA"). For these allegedly improper actions, Plaintiff Gagliardi is demanding various amounts for wages, penalties, interest, attorneys' fees, and other damages (collectively, "Plaintiff Gagliardi's claims").

The *Romero* Action was filed by Named Plaintiff Angelica Romero ("Plaintiff Romero", collectively with Plaintiff Gagliardi, "Named Plaintiffs") in the Superior Court for the State of California, County of Riverside, on March 1, 2022, against Defendant. Plaintiff Romero and the Plaintiffs are represented by the Diversity Law Group, P.C. (collectively with Frontier Law Center, "Class Counsel").

Plaintiff Romero's Operative Complaint alleges the following causes of action: (1) failure to pay minimum and overtime wages and waiting time penalties; (2) failure to provide accurate wage statements; (3) violation of unfair competition law; and (4) violation of PAGA. For these allegedly improper actions, Plaintiff Romero is also demanding various amounts for wages, penalties, interest, attorneys' fees, and other damages ("Plaintiff Romero's claims," collectively with Plaintiff Gagliardi's claims, "Named Plaintiffs' claims").

Ralph Lauren Retail, Inc. strongly denies liability for all of Named Plaintiffs' claims and contends that it fully complied with California law during the Class Period.

The Court has not decided whether Named Plaintiffs or Defendant are correct. Named Plaintiffs would still have had to successfully certify the class and prove their claims at trial on a classwide basis. However, the Parties have concluded that it is in their respective best interests and the interests of the Plaintiffs to settle this lawsuit on the terms summarized in this Notice.

III. HOW DOES A CLASS ACTION SETTLEMENT WORK?

Both parties believe the settlement is fair, adequate, and reasonable. The Superior Court of California has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. Any final determination of these issues will be made at the Final Fairness Hearing, discussed below. On June 27, 2024, the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on November 20, 2024, at 8:30 a.m. before the Honorable Harold W. Hopp at the Superior Court of the State of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501. The date of the Final Fairness Hearing may change without further notice to the Class. You are advised to check the Court's website (riverside.courts.ca.gov) to confirm that the date has not been changed. Instructions on how to view the Court's docket are set forth at the end of this notice. Please note that some courthouses are still conducting virtual hearings due to COVID-19. Please check the Court's website to determine if the Court is conducting hearings in person or virtually.

IV. YOUR OPTIONS

Upon receipt of this Notice, you have three options, described in further detail in following sections:

DO NOTHING	You will receive your share of the Settlement. In exchange for receiving payment, you are giving up certain claims described more fully below covered by the Settlement against Defendant and/or related entities.
EXCLUDE YOURSELF	Receive no payment from the Settlement and retain all rights you may have against Defendant with respect to the Released Claims (defined below). Even if you exclude yourself, you will still be entitled to receive an Individual PAGA Payout if you are an Aggrieved Employee.
OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and you will give up the claims covered by the Settlement.

V. THE SETTLEMENT

The following is only a summary of the provisions of the proposed Settlement between the Named Plaintiffs, Class Members, and Defendant. The specific and complete terms of the proposed Settlement are described in the Stipulation and Settlement of Class and Representative Action Claims ("Settlement Agreement"), a copy of which is available on the Court's docket for your review as set forth at the end of this Notice. You may also obtain a copy by searching for the court records in the Superior Court for the State of California, County of Riverside website: <https://www.riverside.courts.ca.gov/>. The settlement agreement is also attached to the declaration of Adam Rose in Support of the Motion for Preliminary Approval filed on May 9, 2024.

The Settlement has a maximum value of \$375,000.00 (the "Settlement Fund"). The Settlement Fund is made up of : (1) the total payments to Participating Class Members of the Settlement Awards (the "Payout Fund"); (2) a Fees Award to Class Counsel (estimated at \$125,000.00); (3) a Costs Award to Class Counsel (estimated at \$24,000.00); (4) a Service Award/General Release Payment to the Named Plaintiffs (estimated to total \$20,000.00); (5) a payment to the Labor Workforce Development Agency (estimated at \$14,062.50); (6) a payment to the Aggrieved Employees known as the "PAGA Payout Fund" (estimated at \$4,687.50); and (7) claims administration expenses (estimated at \$12,750.00). The Payout Fund is explained in this Section. The Fees Award, Costs Award, Service Award, payment to the LWDA and Aggrieved Employees, and claims administration expenses are explained in Section VI below.

All Class Members are receiving this Notice. All Class Members who do not request to be excluded from the Settlement as set forth in Section VIII below will be "Participating Class Members." All Participating Class Members will automatically receive their share of the Payout Fund, which is distributed based on the number of weeks you worked for Defendant during the Class Period.

Approximately \$174,500.00 (the "Payout Fund") is available for disbursement to all Participating Class Members. **All Class Members who do not opt-out of the class action will receive an Individual Settlement Award.** Individual Settlement Awards will be distributed based on the number of weeks worked by the Participating Class Member as compared to the number of weeks worked by all Participating Class Members. Any partial week worked will be rounded up to the nearest full workweek. For example, a Participating Class Member who worked 365 days would have a Workweek Figure of 52 weeks. If the Payout Fund was \$171,937.50, and the total workweeks for all Participating Class Members was 22,514, this would result in a \$7.64 Per-Workweek Amount. Then, the above Participating Class Member would be eligible for \$7.64 for 52 workweeks, or \$397.28. This would be the Participating Class Member's Gross Settlement Amount.

Each Participating Class Member's Gross Settlement Amount will be divided into a "Gross Wage Portion" and a "Non-Wage Portion." One-third (33.33%) of all Individual Settlement Payments to Participating Class Members will be called the "Gross Wage Portion." The remaining two-thirds (66.67%) of payments to Participating Class Members represent the "Non-Wage Portion" of the Individual Settlement Payment and includes interest and penalties sought in the Action. Participating Class Members will be issued W2s for the Wage Portions of their Individual Settlement Payment and IRS Form 1099s for the Non-Wage Portions. From each Participating Class Member's Gross Wage Portion, payroll deductions will be made for state and federal withholding taxes and any payroll taxes owed by the Participating Class Member as a result of the payment, resulting in a "Net Wage Component." The total of the Net Wage Component and the Non-Wage Portion shall be the Class Member's "Net Settlement Amount." The Net Settlement Amount will be the net amount paid to each Class Member and is the Class Member's "Individual Settlement Award." Subject to Court approval, the Parties anticipate Individual Settlement Awards will be distributed in approximately December 2024.

Each Class Member will receive their Individual Settlement Award by check. The checks shall remain valid and negotiable for one hundred eighty (180) days from issuance and may thereafter automatically be canceled if not cashed.

If you were an hourly, non-exempt Polo Ralph Lauren Factory Store employee employed by Defendant Ralph Lauren Retail, Inc. in California during the PAGA Period who did not sign an electronic arbitration agreement you are an "Aggrieved Employee." The "PAGA Period" means the period beginning December 20, 2020, and ending on July 8, 2023. Aggrieved Employees will also receive a share of the PAGA Payout Fund. The PAGA Payout Fund will be distributed to Aggrieved Employees based on a per-workweek basis. Aggrieved Employees will receive their share based on how many workweeks they worked during the PAGA Period as compared to all workweeks worked by all Aggrieved Employees during the PAGA Period ("PAGA Workweek Totals"). The number of workweeks for Aggrieved Employees will be determined by adding all the calendar days within the inclusive dates of employment and dividing that number by seven. Any partial workweek will be rounded up to the nearest full workweek. This shall be considered each

Aggrieved Employee's "PAGA Workweek Figure." Aggrieved Employees' Individual PAGA Payouts will be calculated by dividing the PAGA Payout Fund by the total of all Aggrieved Employees' PAGA Workweek Figures to arrive at a Per-Workweek Amount, and then multiplying this amount by each Aggrieved Employees' PAGA Workweek Figure.

The Individual PAGA Payouts shall be categorized as penalties and subject to an IRS Form 1099, which shall be distributed by the Settlement Administrator.

If your address changes or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at 1-800-523-5773.

VI. YOUR ESTIMATED SHARE AND HOW TO DISPUTE YOUR WORKWEEKS

Based on Defendant's records, you worked «Total_Weeks» workweeks during the Class Period and your estimated Individual Settlement Award is «ESA_Before_Paga».

AGGRIEVED EMPLOYEES ONLY: Based on Defendant's records, you worked «Total_Weeks» workweeks during the PAGA Period and your estimated Individual PAGA Payout is «PAGA_Amount».

If you wish to dispute the number of work weeks listed above you must notify the Settlement Administrator by mail or telephone, as stated below, no later than October 10, 2024. You may produce any available supporting evidence, such as wage statements, offers of employment, termination letters, and/or other employment records, to the Settlement Administrator. The Settlement Administrator will then review the evidence submitted by you and make the decision as to which dates should be applied. The determination by the Settlement Administrator will be final and binding.

VII. CLASS COUNSEL'S FEES AWARD, SERVICE AWARD, PAYMENT TO THE LWDA, AND SETTLEMENT ADMINISTRATION EXPENSES

A. The amount of attorneys' fees awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed \$125,000.00 (the "Fees Award"). Class Counsel may seek a Costs Award not to exceed \$24,000.00. Class Counsel will not be permitted to ask the Court for any additional payments for fees, costs or interest and the Fees Award and Costs Award shall be for all claims for attorneys' fees and costs past, present and future incurred in the Actions. The Fees Award and Costs Award will be paid out of and deducted from the Settlement Fund. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action.

B. The amount of Service Award/General Release Payment to each of the Named Plaintiffs will be subject to the Court's discretion, but in any event, will not exceed \$10,000.00 each, totaling \$20,000.00. This Service Award/General Release Payment shall be paid out of and deducted from the Settlement Fund.

C. As part of the preliminary approval of the Settlement, the Court has approved payment of \$18,750.00, 75% of which, or \$14,062.50 will be paid to the California Labor Workforce Development Agency ("LWDA") and represent the LWDA's share of the Settlement attributable to civil penalties under the California Labor Code's Private Attorneys General Act, Labor Code §§ 2699 *et seq.* ("PAGA"). The remaining \$4,687.50 is the PAGA Payout Fund and will be distributed to Aggrieved Employees.

D. Also, as part of the preliminary approval of the Settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$14,000.00 to the Settlement Administrator from the Settlement Fund.

VI. WHAT YOU ARE GIVING UP IF YOU PARTICIPATE IN THE SETTLEMENT.

A. If you do not request to be excluded from the settlement you will give up your right to sue the Released Parties, which is defined as Defendant and each of its past and present officers, directors, employees, and agents, for the Released Claims.

B. "Released Claims" means all claims alleged or that could have been alleged based upon the facts pleaded in the Actions under any theory of law, including but not limited to all claims for unpaid wages, including but not limited to minimum wages, straight time wages, or overtime wages (including but not limited to those brought on an off-the-clock, bag check, rounding, regular rate, overtime computation or other theory); sick leave claims; meal and rest period claims (including failure to provide meal and rest periods and/or to pay properly calculated penalties); wage statement claims; recordkeeping claims; all claims arising under the California Labor Code, IWC Wage Orders, local ordinance, or otherwise, which are based on the facts alleged in the Actions; and any and all associated penalties and damages on any and all claims (including but not limited to PAGA penalties that are premised on the facts alleged in the Actions and/or Named Plaintiffs' notices to the Labor and Workforce Development Agency, wage statement penalties, waiting time penalties, late payment penalties, meal and rest period penalties and liquidated damages) during the Class Period.

C. If you are an Aggrieved Employee, even if you decide to exclude yourself from the Settlement, the State of California will release the Released PAGA Claims, and you will receive your Individual PAGA Payout.

D. "Released PAGA Claims" means all claims alleged or that could have been alleged based upon the facts pleaded in the Actions under any theory of law, including but not limited to all claims under the PAGA for unpaid wages, including but not limited to minimum wages, straight time wages, or overtime wages (including but not limited to those brought on an off-the-clock, bag check, rounding, regular rate, overtime computation or other theory); sick leave claims; meal and rest period claims (including failure to provide meal and rest periods and/or to pay properly calculated penalties); wage statement claims; recordkeeping claims arising during the PAGA Period.

E. "Released Parties" means Defendant and each of its past and present officers, directors, employees, agents, subsidiaries, parents, and affiliates.

VII. PROCEDURE FOR EXCLUSION

You may exclude yourself from the Settlement by mailing to Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863, on or before October 10, 2024, a written statement expressing your desire to be excluded from the Settlement in the *Gagliardi* and *Romero* litigation. If you wish to request exclusion from the Settlement in these Actions, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number, and the location and dates of your employment by Defendant. In addition, it must be postmarked on or before October 10, 2024.

You may also fill out and submit the Exclusion Form attached as Exhibit 1.B to this Notice. You must send it to the Settlement Administrator on or before October 10, 2024.

Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. If you submit a valid and timely request for exclusion from the Settlement you will not receive your Individual Settlement Awards, and you will not give up your right to sue the Released Parties for the Released Claims.

If you are an Aggrieved Employees, even if you request to exclude yourself from the Settlement, you will still receive your Individual PAGA Payout and the State of California will release the Released PAGA Claims.

VIII. SETTLEMENT HEARING/OBJECTIONS TO THE PROPOSED SETTLEMENT

A hearing (the "Final Approval Hearing") will be held before the Honorable Harold W. Hopp on November 20, 2024, at 8:30 a.m. at the Superior Court of the State of California for the County of Riverside, 4050 Main Street, Riverside, CA 92501 (the "Court"), to determine whether the proposed Settlement of the Actions is fair, adequate and reasonable and should be approved by the Court. The hearing may be continued by the Court from time to time as the Court may without further direct notice.

Any Class Member who wishes to object to the Settlement may serve on the Settlement Administrator and counsel for the Parties a written statement objecting to the Settlement. Written objections must be served on the Settlement Administrator at Phoenix Settlement Administrators P.O. Box 7208 Orange, CA 92863. Such written objection must contain the name, address, telephone number, and last four digits of the Social Security Number of the person objecting; the location and dates of his/her employment by Defendant; whether the objector has retained an attorney; and if the objector has retained an attorney, the name of the firm, name of the attorney, address, and telephone number. Class Members may also fill out and Submit the Objection Form attached as Exhibit 1.A to this notice.

Any such written objection must be mailed on or before October 10, 2024.

Alternatively, any Class Member may appear at the final approval hearing to assert their objection.

Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

IX. EXAMINATION OF PAPERS AND INQUIRIES

This Notice is only a summary of the Actions and the proposed Settlement and is not comprehensive. For a more detailed statement of the matters involved in the Actions and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class and Representative Action Claims, and other papers filed in the Actions, which may be inspected at the Office of the Clerk of the Court, 4050 Main Street, Riverside, CA 92501, during regular business hours of each Court day.

X. WHAT IS THE CONTACT INFORMATION FOR CLASS COUNSEL?

Robert Starr
Manny Starr
Adam Rose
Frontier Law Center
23901 Calabasas Road, #1084
Calabasas, California 91302
Telephone: (818) 914-3433
Fax: (818) 914-3433

Larry W. Lee
Max Gavron
Mai Tulyathan
Diversity Law Group, P.C.
515 S Figueroa Street, Suite 1250
Los Angeles, California 90071
Telephone: (213) 488-6555
Fax: (213) 488-6554

All questions by Class Members regarding this Notice and/or the Settlement should be directed to the settlement administrator for this Settlement:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
1-800-523-5773

gagliardi-v-ralph-lauren-retail.phoenixcases.com

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANT, OR DEFENDANT'S ATTORNEYS WITH INQUIRIES.

OBJECTION FORM

(Gagliardi v. Ralph Lauren Retail, Inc., Case No. CVR/2103581; and Romero v. Ralph Lauren Retail, Inc., Case No. CVR/2200840)

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your Settlement Payment and the release of claims will apply to you.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection, or you may write your objection in any other written format you choose. Send the completed Objection Form or other written statement, along with any other documents you may have that support your objection, if any, by mailing it to the address below, postmarked no later than October 10, 2024. Alternatively, you may appear and be heard at the Final Approval Hearing regardless of whether you submit an Objection Form or other written objection. Ralph Lauren will not retaliate against Class Members whether they participate or opt out of the Settlement. In fact, class members supervisors will not know whether or not they participated.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
1-800-523-5773

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Dates of Employment: _____

Last Four Numbers of Social Security Number: _____

Date: _____

(signature)

Reasons Why You Object (you may attach additional pages if necessary):

REQUEST FOR EXCLUSION FORM

(Gagliardi v. Ralph Lauren Retail, Inc., Case No. CVR/2103581; and Romero v. Ralph Lauren Retail, Inc., Case No. CVR/2200840)

IF YOU WANT TO BE INCLUDED IN THIS CLASS ACTION SETTLEMENT AND RECEIVE A SETTLEMENT PAYMENT, DO NOT FILL OUT THIS FORM.

IF YOU DO NOT WANT TO BE INCLUDED IN THE SETTLEMENT, AND DO NOT WANT TO RECEIVE A SETTLEMENT PAYMENT, YOU MUST COMPLETE, DATE AND SIGN THIS FORM AND MAIL IT BACK TO THE ADDRESS BELOW, POSTMARKED NO LATER THAN OCTOBER 10, 2024:

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
1-800-523-5773

I have received notice of the proposed settlement in this lawsuit, and I wish to be excluded from the class and I have decided ***not*** to participate in the proposed settlement. I understand this means that I will not be bound by the settlement and will not receive any payment from the settlement, but I will retain whatever rights I may have, if any, to pursue a claim against Defendant with respect to the Released Claims in the lawsuit referenced above.

Ralph Lauren will not retaliate against Class Members whether they participate or opt out of the Settlement. In fact, Class Members' supervisors will not know whether or not they participated.

Your Name: _____

Street Address: _____

City, State, Zip Code: _____

Telephone Number, Including Area Code: _____

Date: _____

(signature)

Exhibit B

OBJECTION FORM

(Gagliardi v. Ralph Lauren Retail, Inc., Case No. CVR/2103581; and Romero v. Ralph Lauren Retail, Inc., Case No. CVR/2200840)

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your Settlement Payment and the release of claims will apply to you.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection, or you may write your objection in any other written format you choose. Send the completed Objection Form or other written statement, along with any other documents you may have that support your objection, if any, by mailing it to the address below, postmarked no later than October 10, 2024. Alternatively, you may appear and be heard at the Final Approval Hearing regardless of whether you submit an Objection Form or other written objection. Ralph Lauren will not retaliate against Class Members whether they participate or opt out of the Settlement. In fact, class members supervisors will not know whether or not they participated.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
1-800-523-5773

Your Name: [REDACTED]

Street Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Telephone Number, Including Area Code: [REDACTED]

Dates of Employment: [REDACTED]

Last Four Numbers of Social Security Number: [REDACTED]

Date: 9/11/24

(signature)

Reasons Why You Object (you may attach additional pages if necessary):

I never sign no paperwork of hourly wage
was always getting pay 16.50.

OBJECTION FORM

(Gagliardi v. Ralph Lauren Retail, Inc., Case No. CVR/2103581; and Romero v. Ralph Lauren Retail, Inc., Case No. CVR/2200840)

AS EXPLAINED IN MORE DETAIL IN THE NOTICE THAT CAME WITH THIS FORM, YOU HAVE THE RIGHT TO OBJECT TO THE PROPOSED CLASS ACTION SETTLEMENT DESCRIBED IN THE NOTICE.

If you choose, you may object to the proposed Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and if the Court grants final approval to the Settlement, you will get your Settlement Payment and the release of claims will apply to you.

If you wish to object to the Settlement, you must complete this Objection Form and state the basis for your objection, or you may write your objection in any other written format you choose. Send the completed Objection Form or other written statement, along with any other documents you may have that support your objection, if any, by mailing it to the address below, postmarked no later than October 10, 2024. Alternatively, you may appear and be heard at the Final Approval Hearing regardless of whether you submit an Objection Form or other written objection. Ralph Lauren will not retaliate against Class Members whether they participate or opt out of the Settlement. In fact, class members supervisors will not know whether or not they participated.

Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863
1-800-523-5773

Your Name:

Street Address:

City, State, Zip Code:

Telephone Number, Including Area Code:

Dates of Employment:

Last Four Numbers of Social Security Number:

Date:

(signature)

Reasons Why You Object (you may attach additional pages if necessary):

I never sign no paperwork of hourly wage
they were always paying me \$6.50 never
got raise. The new hire were always getting
pay more than me.

Exhibit C



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	934
Opt Out Rate	0%
Opt Outs Received	0
Total Class Claimants	934
Subtotal Admin Only	\$12,771.39

Not-to-Exceed Total **\$12,750.00**

October 28, 2024

Case: Romero v Ralph Lauren Opt-Out

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$100.00	3	\$300.00
Programming Database & Setup	\$100.00	3	\$300.00
Toll Free Setup*	\$149.81	1	\$149.81
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$175.00	2	\$350.00
Total			\$1,131.81

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$100.00	2	\$200.00
Data Merge & Duplication Scrub	\$0.25	934	\$233.50
Notice Packet & Opt-Out Form	\$1.25	934	\$1,167.50
Estimated Postage (up to 2 oz.)*	\$0.87	934	\$812.58
Static Website	\$200.00	1	\$200.00
Total			\$2,613.58

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$1.00	140	\$140.10
Remail Notice Packets	\$1.50	140	\$210.15
Estimated Postage	\$0.87	140	\$121.89
Programming Undeliverables	\$50.00	2	\$100.00
Total			\$737.14

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$125.00	3	\$375.00
Non Opt-Out Processing	\$125.00	1	\$125.00
Case Associate	\$55.00	4	\$220.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	3	\$30.00
Case Manager	\$85.00	2	\$170.00
Total			\$920.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$125.00	3	\$375.00
Disbursement Review	\$125.00	3	\$375.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$125.00	2	\$250.00
Check Run Setup & Printing	\$125.00	4	\$500.00
Mail Class Checks *	\$1.50	934	\$1,401.00
Estimated Postage	\$0.64	934	\$597.76
Total			\$3,783.76

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations			
Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	5	\$625.00
Remail Undeliverable Checks (Postage Included)	\$1.50	93	\$140.10
Case Associate	\$50.00	5	\$250.00
Reconcile Uncashed Checks	\$75.00	2	\$150.00
Conclusion Reports	\$125.00	2	\$250.00
Case Manager Conclusion	\$85.00	2	\$170.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$1,750.00	1	\$1,750.00
Total			\$3,585.10

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Total: \$12,771.39