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ROAD RUNNER SPORTS, INC.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – SPRING STREET

TONY MCCOY, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

vs.

ROAD RUNNER SPORTS INC., a Delaware
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 19STCV37733

*Assigned for All Purposes to: Hon. Lawrence P.
Riff, Dept. 7*

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Complaint filed: October 23, 2019

Trial: None Set

This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between Plaintiffs Tony McCoy and Mariana Ramirez, individually and on behalf of the Settlement Class, and Defendant Road Runner Sports, Inc.

1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class Action and PAGA Settlement.

3. “Class Counsel” means Protection Law Group, LLP and Lawyers *for* Justice P.C.

5. “Class List” means a complete list of all Class Members that Defendant will diligently and in good faith compile from their records and provide to the Settlement Administrator within fourteen (14) calendar days after Preliminary Approval of this Settlement. The Class List will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4) social security number; (5) start and end dates of active employment as a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total

1 Workweeks during the PAGA Period; and (8) any other information required by the Settlement
2 Administrator in order to effectuate the terms of the Settlement.

3 6. “Class” or “Class Members” means all current and former hourly-paid, non-exempt
4 employees of Defendant who performed work for Defendant in the State of California at any time
5 during the Class Period.

6 7. “Class Period” means the period from February 6, 2015, through February 12,
7 2023.

8 8. “Class Representatives” means Tony McCoy and Mariana Ramirez in their
9 capacity as representatives of the Participating Class Members.

10 9. “Class Representative Enhancement Payment” means the amount that the Court
11 authorizes to be paid to Plaintiffs, in addition to their Individual Settlement Payments, in
12 recognition of the efforts and risks they have taken in assisting with the prosecution of the Action
13 and in exchange for the General Release of their claims as provided herein.

14 10. “Court” means the Superior Court of the State of California for the County of Los
15 Angeles.

16 11. “Defendant” means Road Runner Sports, Inc.

17 12. “Effective Date” means: the later of: (a) if no timely objections are filed or if all
18 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
19 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any
20 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that
21 does not alter the terms of the settlement

22 13. “Final Approval” means the Court entering an order granting final approval of the
23 Settlement Agreement.

24 14. “Second Amended Complaint” means the Second Amended Complaint that Parties
25 shall stipulate to have filed before the Los Angeles Superior Court as part of Los Angeles Superior
26 Court Case No. No. 19STCV37733 adding Plaintiff Mariana Ramirez as a proposed class and
27 PAGA Representative and adding a cause of action under the Private Attorneys General Act. The
28 Second Amended Complaint shall be the operative complaint in the Action.

1 15. “Gross Settlement Amount” means the sum of Three Million Five Hundred
2 Thousand Dollars (\$3,500,000). The Gross Settlement Amount is non-reversionary; no portion of
3 the Gross Settlement Amount will return to Defendant.

4 16. “Individual Settlement Payment” means the amount payable from the Net
5 Settlement Amount to each Participating Class Member and any payment a PAGA Member is
6 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
7 Payments shall be paid by a Settlement Check made payable to Participating Class Members
8 and/or PAGA Members.

9 17. “Net Settlement Amount” means the funds available for payments to the Class,
10 which shall be amount remaining after the following amounts are deducted from the Gross
11 Settlement Amount: (1) Class Counsel’s fees, (2) Class Counsel’s costs, (3) Settlement
12 Administration Costs, (4) Class Representative Enhancement Payments to Plaintiffs; and (5) the
13 PAGA Payment to the LWDA and PAGA Members.

14 18. “Notice” means the Notice of Class Action Settlement in a form substantially
15 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members’ last known
16 addresses, and which will provide Class Members with information regarding the Action and
17 information regarding the settlement of the Action.

18 19. “PAGA” means the California Labor Code Private Attorneys General Act of 2004
19 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”).

20 20. “PAGA Payment” means the amount that the Parties have agreed to allocate in
21 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
22 2698, *et seq.*) (“PAGA”). The Parties have agreed that Four Hundred Thousand Dollars
23 (\$400,000.00) of the Gross Settlement Amount will be allocated to the resolution of Plaintiffs’
24 PAGA Claims. Seventy Five Percent (75%) of this amount (\$300,000.00) will be paid to the
25 California Labor and Workforce Development Agency in accordance with Labor Code §§ 2698 *et*
26 *seq.* Twenty Five Percent (25%) of this amount (\$100,000.00), will be distributed to PAGA
27 Members. PAGA Members will receive payment from the employee portion of the PAGA
28

1 Payment regardless of their decision to participate in the class action if the PAGA Payment is
2 approved by the Court.

3 21. "PAGA Period" means the period from August 20, 2020, through February 12,
4 2023.

5 22. "PAGA Members" means all current and former non-exempt employees of
6 Defendant who performed work for Defendant in the state of California at any time during the
7 PAGA Period.

8 23. "Parties" means Plaintiffs and Defendant, collectively, and "Party" shall mean
9 either Plaintiffs or Defendant, individually. Neither the State of California nor the California
10 Labor and Workforce Development Agency are parties to this Agreement.

11 24. "Participating Class Members" means all Class Members who do not submit valid
12 and timely Requests for Exclusion.

13 25. "Plaintiffs" means Tony McCoy and Mariana Ramirez.

14 26. "Preliminary Approval" means the Court order granting preliminary approval of
15 the Settlement Agreement.

16 27. "Qualified Settlement Fund" means the fund established by the Settlement
17 Administrator, structured to comply with the requirements of Internal Revenue Code section 468B
18 and Treasury Regulation Section 1.468B-1 and -2, from which the Settlement Administrator shall
19 make payments to the Class Members as provided herein.

20 28. "Objection" means a Class Member's valid and timely written objection to the
21 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
22 address, telephone number, last four digits of the employee's social security number or employee
23 ID number and (b) the name of the case and case number; and (c) a written statement of all grounds
24 for the objection accompanied by legal support, if any, for such objection.

25 29. "Released Class Claims" means all claims, rights, demands, liabilities and causes
26 of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in
27 the operative complaint in the Action, including factual claims regarding Defendant's alleged: (i)
28 failure to pay all regular wages, minimum wages and overtime wages due; (ii) failure to provide

1 meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation
2 in lieu thereof; (iv) failure to reimburse necessary business expenses; (v) failure to provide
3 complete, accurate wage statements; (vi) failure to pay wages timely at time of termination or
4 resignation; (vii) failure to provide timely pay wages during employment; and (viii) unfair
5 business practices. This release shall apply to claims arising during the Class Period.

6 30. “Released PAGA Claims” means all claims under the California Labor Code
7 Private Attorneys General Act of 2004 for civil penalties that could have been premised on the
8 facts alleged both in the PAGA Letter to the LWDA and in the operative complaint including but
9 not limited to penalties that could have been awarded pursuant to Labor Code sections 203, 210,
10 226, 226.3, 558, 1174.5, 1197.1, and 2699.

11 31. “Released Parties” means Defendant Road Runner Sports, Inc., and its past, present
12 and/or future officers, directors, members, managers, employees, agents, representatives,
13 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
14 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

15 32. “Request for Exclusion” means a valid and timely written statement submitted by
16 a Class Member requesting to be excluded from the Action. To be effective, the Request for
17 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
18 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a
19 clear statement requesting to be excluded from the settlement of the class claims. To be effective,
20 the Request for Exclusion must be post-marked by the Response Deadline and received by the
21 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
22 claims arising under the Private Attorneys General Act.

23 33. “Response Deadline” means the date sixty (60) days after the Settlement
24 Administrator mails Notice to Class Members and the last date on which Class Members may
25 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
26 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
27 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
28 Exclusion or objections will be extended fifteen (15) calendar days for any Class Member who is

re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline.

34. “Settlement” means the disposition of the Action pursuant to this Agreement.

35. “Settlement Administrator” means Phoenix Settlement Administrators. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

36. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00)

37. “Workweek” shall mean any calendar week (i.e., a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

TERMS OF AGREEMENT

38. Filing of Amended Complaint: The parties shall file a stipulation and order to permit the filing of a Second Amended Complaint before the Los Angeles Superior Court as part of Los Angeles Superior Court Case No. No. 19STCV37733 adding Plaintiff Mariana Ramirez as a proposed class and PAGA Representative and adding a cause of action under the Private Attorneys General Act. The Second Amended Complaint shall be the operative complaint in the Action.

1 39. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and
2 all applicable employer-side payroll taxes following Final Approval by the Court and the
3 occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount:
4 the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments,
5 Class Counsel's Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as
6 specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement
7 Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant
8 shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement
9 Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

10 40. Potential Increase to the Gross Settlement Amount: Defendant has represented
11 there are approximately 143,768 Workweeks between February 6, 2015, and December 14, 2022,
12 and approximately 2,184 class members. Should the actual number of Workweeks within the Class
13 Period increase by more than ten percent (10%) (i.e., by more than 14,376 Workweeks) Defendant
14 shall increase the Gross Settlement Amount on a *pro-rata* basis equal to the percentage increase
15 in the number of Workweeks worked by the Class Members above 10%. For example, if the
16 number of Workweeks increases by 11% to 159,582 Workweeks, the Gross Settlement Amount
17 will increase by 1%.

18 41. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
19 the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Amount and all
20 applicable employer-side payroll taxes into a Qualified Settlement Fund ("QSF") to be established
21 by the Settlement Administrator. Defendant shall provide all information necessary for the
22 Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit
23 state unemployment insurance tax ID number, and other information requested by the Settlement
24 Administrator, no later than seven (7) calendar days of the Effective Date.

25 42. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
26 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
27 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
28

Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs and (e) Settlement Administration Costs.

43. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or motion by Class Counsel for attorneys' fees of not more than One Million and Two Hundred and Twenty-Five Thousand Dollars (\$1,225,000.00) plus the reimbursement of costs and expenses associated with the litigation and settlement of the Action, in an amount not to exceed Forty-Five Thousand Dollars (\$45,000.00), both of which will be paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

44. Class Representative Enhancement Payment: Defendant agrees not to oppose or object to any application or motion by Plaintiffs for Class Representative Enhancement Payments of Ten Thousand Dollars (\$10,000) for Plaintiff McCoy and Five Thousand Dollars (\$5,000.00) for Plaintiff Ramirez. The Class Representative Enhancement Payments are in exchange for the General Release of the Plaintiffs' individual claims and for their time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payments that is not awarded to the Class Representatives shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

45. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Nineteen Thousand Five Hundred Dollars (\$19,500.00)

46. PAGA Payment: Four Hundred Thousand Dollars (\$400,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Three Hundred Thousand Dollars (\$300,000.00), to the California Labor and Workforce Development Agency ("LWDA"). No portion of the \$300,000.00 payment to the LWDA is for reimbursement of any investigatory costs. One Hundred Thousand Dollars (\$100,000.00), will be

distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

47. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	3,500,000.00
Enhancement Payments:	\$	15,000.00
Class Counsel's Fees:	\$	1,225,000.00
Class Counsel's Costs:	\$	45,000.00
PAGA Payment	\$	400,000.00
Settlement Administration Costs:	\$	19,500.00
Estimated Net Settlement Amount	\$	1,795,500.00

48. Individual Settlement Payment Calculations: Individual Settlement Payments will be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for PAGA Members and shall be paid pursuant to the formula set forth herein:

a) Calculation of Class Portion of Individual Settlement Payments:
The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated share of the Net Settlement Amount.

b) Calculation of PAGA Portion of Individual Settlement Payments:

The Settlement Administrator will calculate the total Workweeks for all PAGA Members by adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The respective Workweeks for each PAGA Member will be divided by the total Workweeks for all PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this portion of their Individual Settlement Payment regardless of whether they opt out of the participation regarding the class claims.

c) Allocation of Individual Settlement Payments: The Class Portion of every Individual Settlement Payment will be allocated as follows: twenty percent (20%) of each Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as interest, and forty percent (40%) shall be allocated as penalties. The portion of the Individual Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the Settlement Administrator. The PAGA Portion of each Individual Settlement Payment shall be allocated as 100% Penalties and will be reported on an IRS Form-1099.

48. No Credit Toward Benefit Plans: The Individual Settlement Payments made to Participating Class Members under this Settlement, as well as any other payments made pursuant to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

49. Settlement Administration Process: The Parties agree to cooperate in the administration of the Settlement and to make all reasonable efforts to control and minimize the

costs and expenses incurred in administration of the Settlement. The Settlement Administrator will provide the following services:

- c) Establish and maintain a Qualified Settlement Fund.
- d) Calculate the Individual Settlement Payment each Participating Class Member is eligible to receive and the portion of the PAGA Payment each PAGA Member shall receive.
- e) Print and mail the Notice.
- f) Conduct additional address searches for mailed Notices that are returned as undeliverable.
- g) Process Requests for Exclusion, field inquiries from Class Members,
- h) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and 1099 Tax Forms and any other filings required by any governmental taxing authority.
- i) Provide declarations and/or other information to this Court as requested by the Parties and/or the Court regarding the settlement administration process.
- j) Provide weekly status reports to counsel for the Parties.
- k) Posting a notice of final judgment online at Settlement Administrator's website.

50. Delivery of the Class List: Within fourteen (14) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

51. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

52. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database

1 for information to update and correct for any known or identifiable address changes. Any Notice
2 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline
3 will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto
4 and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no
5 forwarding address is provided, the Settlement Administrator will promptly attempt to determine
6 the correct address using a skip-trace, or other search using the name, address and/or Social
7 Security number of the Class Member involved, and will then perform a single re-mailing. If any
8 notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a
9 current employee, then Defendant shall make all reasonable efforts to obtain the current address
10 from the Class Member and provide the same within seven (7) calendar days of notice from the
11 Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-
12 trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or
13 (b) the Response Deadline to postmark a Request for Exclusion, or object to the Settlement, or
14 submit a dispute regarding the workweeks they have been credited under the Agreement.

15 53. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)
16 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
17 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
18 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
19 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
20 which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement;
21 (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections
22 to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j)
23 the date for the final approval hearing.

24 54. Disputed Information on Notice: Class Members will have an opportunity to
25 dispute the information provided in their Notice. To the extent Class Members dispute the number
26 of Workweeks with which they have been credited or the amount of their Individual Settlement
27 Payment, Class Members may produce evidence to the Settlement Administrator showing that
28 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's

1 records will be presumed determinative. However, if a Class Member produces evidence to the
2 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
3 Member and the Parties will make the final decision as to the number of eligible Workweeks that
4 should be applied and/or the Individual Settlement Payment to which the Class Member may be
5 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

6 55. Defective Submissions: If a Class Member's Request for Exclusion is defective as
7 to the requirements listed herein, that Class Member will be given an opportunity to cure the
8 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
9 business days of receiving the defective submission to advise the Class Member that his or her
10 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
11 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
12 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
13 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
14 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
15 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

16 56. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
17 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
18 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
19 address, telephone number, and the last four digits of the Class Member's Social Security number
20 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
21 settlement of the class claims. The date of the postmark on the return mailing envelope receipt
22 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
23 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
24 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that
25 were timely submitted. All Class Members who do not request exclusion from the Action will be
26 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
27 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
28 the Private Attorneys General Act.

1 57. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members
2 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
3 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
4 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
5 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
6 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
7 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
8 Costs incurred to the date of rescission.

9 58. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
10 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
11 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
12 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
13 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
14 opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class
15 Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs
16 and Defendant and noted in the proposed Judgment submitted to the Court.

17 59. Objection Procedures: To object to the Settlement, a Participating Class Member
18 must postmark a valid Objection to the Settlement Administrator on or before the Response
19 Deadline. The Objection must be signed by the Participating Class Member and contain all
20 information required by this Settlement Agreement including the employees full name, address,
21 telephone number, the last four digits of their social security number and/or Employee ID number,
22 the name of the case and case number, and the specific reason including any legal grounds for the
23 Participating Class Members objection. The postmark date will be deemed the exclusive means
24 for determining that the Notice of Objection is timely. Participating Class Members who fail to
25 object in the manner specified above will be foreclosed from making a written objection, but shall
26 still have a right to appear at the Final Approval Hearing in order to have their objections heard by
27 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
28 Participating Class Members to submit written objections to the Settlement or appeal from the

1 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
2 objections to this Settlement.

3 60. Certification Reports Regarding Individual Settlement Payment Calculations: The
4 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
5 which certifies: (a) the number of Class Members who have submitted valid Requests for
6 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
7 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
8 Administrator will provide to counsel for both Parties any updated reports regarding the
9 administration of the Settlement Agreement as needed or requested.

10 61. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
11 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
12 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
13 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
14 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
15 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those
16 Participating Class Members and PAGA Members who did not cash their checks until such time
17 that they claim their property. The Parties agree that this disposition results in no "unpaid residue"
18 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
19 out to Participating Class Members and PAGA Members, whether or not they all cash their
20 Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay
21 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
22 Members and to PAGA Members shall prominently state the expiration date or a statement that
23 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
24 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
25 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
26 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

27 62. Administration of Taxes by the Settlement Administrator: The Settlement
28 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class

Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and penalties to the appropriate government authorities.

63. Tax Liability: Defendant makes no representation as to the tax treatment or legal effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on any statement, representation, or calculation by Defendant or by the Settlement Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein. Defendant's share of any employer payroll taxes and other required employer withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant's FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement Amount.

64. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section, the "acknowledging party" and each Party to this Agreement other than the acknowledging party, an "other party") acknowledges and agrees that: (1) no provision of this Agreement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered into this Agreement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Agreement.

65. No Prior Assignments: The Parties and their counsel represent, covenant, and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged.

66. Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members.

67. Release by the State of California and LWDA: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf of the LWDA based on the same factual predicate as this Action and covering the same PAGA Period.

68. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross Settlement Amount, Plaintiffs McCoy and Ramirez agree—on behalf of themselves only—to the additional following General Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs hereby fully release the Released Parties from any and all Released Class Claims and Released PAGA Claims and also generally release and discharge the Released Parties from any and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been or could have been asserted against the Released Parties arising out of or relating to their employment by Defendant or termination thereof, including but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination of employment. This release specifically includes any and all claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest, and

1 attorneys' fees and costs (except provided by the Settlement Agreement) relating to or in any way
2 connected with the matters referred to herein, whether or not known or suspected to exist, and
3 whether or not specifically or particularly described herein. Specifically, Plaintiffs McCoy and
4 Ramirez, waive all rights and benefits afforded by California Civil Code Section 1542, which
5 provides:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
7 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
8 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
9 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
10 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
11 DEBTOR OR RELEASED PARTY.

12 This release specifically excludes claims for unemployment insurance, disability, social
13 security, and workers compensation (with the exception of claims arising pursuant to California
14 Labor Code Sections 132(a) and 4553)

15 69. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
16 reporting policy regarding any future employment references related to Plaintiffs. In the event that
17 any potential or future employers of Plaintiffs request a reference regarding Defendant's
18 employment of Plaintiff McCoy or Richardson, Defendant shall only provide the requested
19 Plaintiff's dates of employment, job titles during employment, and final rate of pay. Defendant
20 shall not refer to the Action or this Settlement

21 70. Nullification of Settlement Agreement: In the event that: (a) the Court does not
22 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
23 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
24 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
25 documents generated to bring it into effect, will be null and void, all amounts deposited into the
26 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
27 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
28 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement

1 for any reason, the Parties agree that they will return to and attend mediation with a mutually
2 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

3 71. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
4 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
5 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
6 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
7 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
8 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
9 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
10 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
11 will not oppose Plaintiffs' motion for Preliminary Approval. Any failure by the Court to fully and
12 completely approve the Agreement as to the Action will result in this Settlement Agreement and
13 the Memorandum of Understanding entered into by the Parties, and all obligations under this
14 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

15 72. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
16 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
17 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
18 determine the Final Approval of the Settlement Agreement along with the amounts properly
19 payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class
20 Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class
21 Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any
22 failure by the Court to fully and completely approve the Settlement Agreement as to all of the
23 Action, or the entry of any Order by another Court with regard to any of the Action which has the
24 effect of modifying material terms of this Agreement or preventing the full and complete approval
25 of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement
26 and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose
27 the granting of the Motion for Final Approval, provided Defendant has not exercised its right to
28 rescind pursuant to the terms of this Agreement.

1 73. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by
2 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
3 Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing
4 jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms
5 of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as
6 may be appropriate under court rules or as set forth in this Settlement. Following entry of Judgment
7 by the Court the Parties will jointly request to dismiss the arbitration proceedings before the
8 American Arbitration Association.

9 74. Exhibits Incorporated by Reference: The terms of this Settlement include the terms
10 set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
11 herein. Any Exhibits to this Settlement are an integral part of the Settlement.

12 75. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute
13 the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
14 agreements may be deemed binding on the Parties.

15 76. Amendment or Modification: This Settlement Agreement may be amended or
16 modified only by a written instrument signed by counsel for all Parties or their successors-in-
17 interest and approved by the Court.

18 77. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant
19 and represent they are expressly authorized by the Parties whom they represent to negotiate this
20 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
21 Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other
22 documents required to effectuate the terms of this Settlement Agreement. The Parties and their
23 counsel will cooperate with each other and use their best efforts to affect the implementation of
24 the Settlement. If the Parties are unable to reach agreement on the form or content of any document
25 needed to implement the Settlement, or on any supplemental provisions that may become
26 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court
27 to resolve such disagreement.

28 78. Binding on Successors and Assigns: This Settlement Agreement will be binding

upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

79. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

80. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

81. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

82. 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.

83. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that either party may appeal any court order that materially alters the Settlement Agreement's terms.

84. Class Action Certification for Settlement Purposes Only: The Parties agree to stipulate to class action certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class action certification is proper under the standards applied to contested certification motions and that this Agreement

will not be admissible in this or any other proceeding as evidence that either: (a) a class action should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

85. Non-Admission of Liability: The Parties enter into this Agreement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendant or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

86. Captions: The captions and section numbers in this Agreement are inserted for the reader's convenience, and in no way define, limit, construe or describe the scope or intent of the provisions of this Agreement.

87. Waiver: No waiver of any condition or covenant contained in this Settlement 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.

88. Enforcement Action: In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees

1 and costs, including expert witness fees incurred in connection with any enforcement actions.

2 89. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
3 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
4 against one Party than another merely by virtue of the fact that it may have been prepared by
5 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
6 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

7 90. Representation By Counsel: The Parties acknowledge that they have been
8 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
9 and that this Agreement has been executed with the consent and advice of counsel and reviewed
10 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
11 Agreement.

12 91. All Terms Subject to Final Court Approval: All amounts and procedures described
13 in this Settlement Agreement herein will be subject to final Court approval.

14 92. Cooperation and Execution of Necessary Documents: The Parties agree to
15 cooperate to promote participation in the Settlement, and in seeking court approval of the
16 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
17 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
18 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
19 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
20 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims
21 released via this Agreement during the Settlement approval process prior to the funding of the
22 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
23 approved by the Court.

24 93. Stay of Arbitration Proceedings: Pending approval of this settlement before the Los
25 Angeles Superior Court, arbitration proceedings before the American Arbitration Association on
26 *Tony McCoy v. Road Runner Sports, Inc.*, AAA Case No.: 01-19-0000-4717 shall be stayed. If the
27 settlement is not approved and the Parties are unable to reach an amended agreement either party
28 may request the Arbitrator lift the stay on arbitration proceedings by providing the AAA and

counsel for the opposing party with written notice.

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement. The Parties and their respective counsel shall not engage in any advertising or distribute any marketing materials that mention Defendant by name or reference this Action by either case name or case number. The Parties and their respective Counsel shall not post or reference Defendant by name or reference this Action by either case name or case number on any websites except in connection with, and as necessary for, settlement approval. Nothing in this provision is intended to or shall limit Class Counsel's ability to communicate with and respond to any inquiries from Class Members regarding the Settlement.

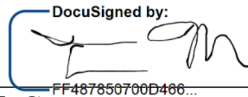
95. Binding Agreement: The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under federal or state law.

Dated: 4/5/2023

PLAINTIFF

By:

Tony McCoy

DocuSigned by:

FF487850700D486...

Dated: _____

PLAINTIFF

By: _____

Mariana Ramirez

counsel for the opposing party with written notice.

94. Confidentiality: The Parties and their counsel agree to keep the terms of the Settlement confidential until the filing of Plaintiffs' Motion for Preliminary Approval. The Parties and their respective counsel shall not issue any press release or media release or have any communication with the press or media regarding this Settlement. The Parties and their respective counsel shall not engage in any advertising or distribute any marketing materials that mention Defendant by name or reference this Action by either case name or case number. The Parties and their respective Counsel shall not post or reference Defendant by name or reference this Action by either case name or case number on any websites except in connection with, and as necessary for, settlement approval. Nothing in this provision is intended to or shall limit Class Counsel's ability to communicate with and respond to any inquiries from Class Members regarding the Settlement.

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Dated: _____

PLAINTIFF

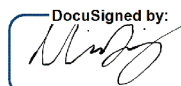
By: _____

Tony McCoy

Dated: 4/6/2023

PLAINTIFF

By: _____

DocuSigned by:

551D91EAC1F64AA...
Mariana Ramirez

1 Dated: 4/7/2023
2 _____

PROTECTION LAW GROUP, LLP

3 By: 
4 Heather Davis, Esq.
5 Attorneys for Plaintiffs

6 Dated: 4/17/2023
7 _____

LAWYERS *FOR* JUSTICE, P.C.

8 
9 By: _____
10 Edwin Aiwarzian, Esq.
11 Attorneys for Plaintiffs

12 Dated: _____
13 _____

DEFENDANT

ROAD RUNNER SPORTS, INC.

14 By: _____
15 _____

16 Name: _____
17 _____

18 Title: _____
19 _____

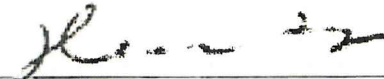
20 Dated: _____
21 _____

QUARLES & BRADY LLP

22 By: _____
23 Aaron A. Buckley
24 Matthew N. Mushamel
25 Attorneys for Defendant
26
27
28

1 Dated: 4/7/2023

PROTECTION LAW GROUP, LLP

2
3 By: 
4 Heather Davis, Esq.
5 Attorneys for Plaintiffs

6
7 Dated: _____

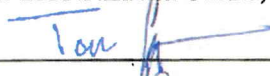
LAWYERS FOR JUSTICE, P.C.

8
9 By: _____
10 Edwin Aiwazian, Esq.
11 Attorneys for Plaintiffs

12 Dated: 4/14/2023

DEFENDANT

ROAD RUNNER SPORTS, INC.

14 By: 
15 Name: Tom Compton
16 Title: CFO

17
18
19 Dated: 4/13/2023

QUARLES & BRADY LLP

20 By: 
21 Aaron A. Buckley
22 Matthew N. Mushamel
23 Attorneys for Defendant