

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Louis Arriola (“Plaintiff”) and Defendant Lifetime Brands, Inc. (“Lifetime”). The Agreement refers to Plaintiff and Lifetime collectively as the “Parties.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Lifetime captioned *Louis Arriola, on behalf of himself and all other similarly situated v. Lifetime Brands, Inc., and DOES 1 through 50, inclusive*, filed on May 31, 2022, and pending in Superior Court of the State of California, County of San Bernardino, Case No. CIVSB2210887.
- 1.2 “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.1 “Class” means all individuals who are or were employed by Lifetime as non-exempt hourly employees in California during the Class Period.
- 1.2 “Class Counsel” or “Plaintiff’s Counsel” means Mehrdad Bokhour of Bokhour Law Group, P.C., and Joshua S. Falakassa of Falakassa Law, P.C.
- 1.3 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” means the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.4 “Class Data” means the class members’ identifiable information in Lifetime’s possession, including each class member’s name, last-known mailing address, social security number, and the dates worked as Class Members during the Class Period.
- 1.5 “Class Member” means any non-exempt employee who worked for Lifetime in California at any time during the Class Period.
- 1.6 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.7 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.8 “Class Period” means the period from May 31, 2018, to April 15, 2024.
- 1.9 “Class Representative” means Louis Arriola, who has been designated by Plaintiff’s Counsel as the Class Representative for settlement purposes.
- 1.10 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.11 “Court” means the Superior Court of California, County of San Bernardino.
- 1.12 “Defendant” and/or “Lifetime” means the named Defendant Lifetime Brands, Inc.
- 1.13 “Defense Counsel” means Barbara J. Miller and Samuel S. Sadeghi of Morgan, Lewis & Bockius LLP.
- 1.14 “Effective Date” means thirty (30) calendar days after entry of the Court’s Final Approval. If an appeal or motion to intervene is filed, then “Effective Date” means the date of final resolution of any appeal from the Final Approval where the resolution affirms the Final Approval. The Effective Date cannot occur, and Defendant will not be obligated to fund the settlement, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement Agreement from becoming final and binding. The Parties intend that the Final Approval will effectuate the releases and extinguish all released claims, including but not limited to PAGA claims, for the periods covered by this Settlement Agreement on the Effective Date. The Court will retain jurisdiction to enforce the Settlement Agreement after the Effective Date.
- 1.15 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.16 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.17 “Final Judgment” means the Judgment to be entered by the Court upon granting Final Approval of the Settlement.
- 1.18 “Gross Settlement Amount” means \$365,000, which is the total settlement amount to be paid under the Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and the Administration Expenses

Payment. Employer's share of payroll taxes shall be separately paid and are not included in the Gross Settlement Amount. The Settlement is non-reversionary.

- 1.19 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of pay periods worked during the Class Period.
- 1.20 "Individual PAGA Payment" means the PAGA Member's pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period.
- 1.21 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.22 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.23 "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.24 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.25 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.26 "PAGA Member" means all individuals who are or were employed by Lifetime as non-exempt employees in California during the PAGA Period.
- 1.27 "PAGA Period" means the period from May 25, 2021, to April 15, 2024.
- 1.28 "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.29 "PAGA Notice" means Plaintiff's May 25, 2022 letter to Lifetime and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.30 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the PAGA Members (\$2,500) and 75% to the LWDA (\$7,500) in settlement of the PAGA claims.
- 1.31 "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.32 "Plaintiff" means Louis Arriola, the named plaintiff in the Action.

- 1.33 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
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- 1.35 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.36 “Released Class Claims” means the claims being released as described in Paragraph 5.1 below.
- 1.37 “Released PAGA Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.38 “Released Parties” means Lifetime Brands, Inc., and any of its former current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers and trustees.
- 1.39 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.40 “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and PAGA Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.41 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On May 25, 2022, Plaintiff gave timely written notice to Lifetime and the LWDA by sending the PAGA Notice.
- 2.2 On May 31, 2022, Plaintiff filed this Action in San Bernardino Superior Court, asserting claims for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to pay all sick time wages, (4) meal period violations; (5) rest period violations; (6) wage statement violations; (7) waiting time penalties; and (8) unfair competition (“UCL”).

- 2.3 On July 18, 2022, Lifetime timely answered the complaint, denying the claims and asserting various affirmative defenses.
- 2.4 On September 14, 2022, Plaintiff filed a First Amended Complaint, asserting an additional eighth cause of action under PAGA, and seeking PAGA penalties for his alleged underlying Labor Code violations.
- 2.5 On March 12, 2024, the Parties participated in an all-day mediation presided over by David Phillips, Esq., which led to this Agreement to settle the Action.
- 2.6 Prior to mediation, Plaintiff obtained, through formal and informal discovery, the time and corresponding pay records for the putative Class Members, relevant Lifetime policies, Plaintiff's time and payroll records and wage statements, and the total number of Class Members and pay periods worked during the Class Period.
- 2.7 The Court has not granted class certification.
- 2.8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by **Paragraph 8** below, \$365,000.00, and no more, will be paid as the Gross Settlement Amount. Any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments will be separately paid outside of the Gross Settlement Amount. There is no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or PAGA Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Lifetime.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:
 - 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member) as approved by the Court. Lifetime will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments by no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will

retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for all taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than \$121,666.67 (representing 33.33% of the Gross Settlement Amount), and a Class Counsel Litigation Expenses Payment of not more than \$25,000 as approved by the Court. Lifetime will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Lifetime harmless, and indemnifies Lifetime, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$10,000 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less, or the Court approves payment of less than \$10,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment is calculated by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's pay periods.

3.2.4.1 Tax Allocation of Individual Class Payments. 15% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 85% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for all interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS Form 1099. Participating Class Members assume

full responsibility and liability for all taxes owed on their Individual Class Payment.

3.2.5 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive an Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis according to their respective pay periods.

3.2.6 To the LWDA and Covered Employees: PAGA Penalties in the amount of \$10,000 will be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.6.1 The Administrator will calculate each Individual PAGA Payment by dividing the amount of the PAGA Member's 25% share of PAGA Penalties (\$2,500) by the total number of PAGA Period Pay Periods worked by all PAGA Members during the PAGA Period and (b) multiplying the result by each PAGA Member's PAGA Period Pay Periods. PAGA Members assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.6.2 If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS Form 1099.

3.2.6.3 Class Counsel shall give notice of this settlement to the LWDA.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Pay Periods. Based on a review of its records, Lifetime estimates that at the time of mediation on March 12, 2024, Class Members worked a total of approximately 16,175 pay periods.

4.2 Class Data. No later than thirty (30) days after the Court grants Preliminary Approval of the Settlement, Lifetime will deliver the Class Data to the Administrator in a Microsoft Excel spreadsheet subject to the Administrator signing a confidentiality agreement. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Lifetime has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Lifetime must send the Class Data to the Administrator, the Parties and their counsel will

expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. The Settlement Administrator will provide wire transfer information within three (3) days after Final Approval. Lifetime shall fund the Settlement with the Gross Settlement Amount by transmitting the funds to the Administrator no later than sixty-five (65) days after Final Approval. Lifetime shall, upon notice from the Administrator, remit any additional required employer payroll tax payments not covered by the Gross Settlement Amount to the Administrator. Payment to the Administrator fully and completely satisfies Lifetime's obligations under this Agreement. Should the Administrator fail to perform its obligations or fund the amounts provided in this Agreement after receipt of the Gross Settlement Amount from Lifetime, this Agreement shall be enforced and judgment entered in accordance with this Agreement regardless.

4.4 Payments from the Gross Settlement Amount. Within ten days after the Gross Settlement Amount is funded, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify as PAGA Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within seven days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date (unless extended for good cause shown), the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384(b).

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Lifetime to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.**

5.1 **Released Class Claims by Participating Class Members.** The Participating Class Members, including Plaintiff, release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims pleaded or that could have been pleaded based on Plaintiff's complaints against Lifetime under any legal theory for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work), failure to pay all sick time or pay sick time at the correct rate of pay, failure to provide meal and rest periods, failure to timely pay wages and final wages, and failure to provide accurate wage statements, and includes all claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or related penalties under the California Labor Code and California's Wage Orders, that arise out of the facts alleged in Plaintiff's complaints, and were, or could have been, asserted based on the factual allegations in Plaintiff's complaints, through April 15, 2024. All Participating Class Members shall be bound by the release of the Released Class Claims during the applicable Class Period, unless they formally opt-out of the non-PAGA portion of this Settlement. Final Approval effectuates this release and extinguishes the Released Class Claims.

5.2 **Release by PAGA Members.** The PAGA Members, including Plaintiff, and the LWDA release the Released Parties from any PAGA claims that arise during the period of May 25, 2021 through April 15, 2024 out of, or directly related to, the facts alleged in Plaintiff's complaints against Lifetime and that involve the same primary rights as those placed at issue by Plaintiff's complaints or PAGA notice letter to the LWDA, including but not limited to PAGA claims premised on the

alleged failure to pay minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work), failure to pay all sick time or pay sick time at the correct rate of pay, failure to provide meal and rest periods, failure to timely pay wages and final wages, and failure to provide accurate wage statements. The PAGA Members may not opt-out of the PAGA portion of the Settlement. Final Approval effectuates this release by PAGA Members and the LWDA. The Parties intend for this Settlement to have claim preclusion, issue preclusion, or otherwise bar a PAGA action if a PAGA Member were to bring a subsequent claim on behalf of the LWDA based on any claim covered by the Released PAGA Claims during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court* (Angelo Dairy) 46 Cal. 4th 969 (2009) and *Cardenas v. McLane Foodservice, Inc.*, 796 F. Supp. 2d 1246 (2011), individuals otherwise meeting the definition of a PAGA Member who are eligible to receive a payment for the amount of each such individual's estimated share of the PAGA Member Payment shall be deemed to have released the Released PAGA Claims, regardless if the check is cashed or not, and may not opt-out of, or object to, the release of the Released PAGA Claims or the PAGA portion of the Settlement.

6. MOTION FOR PRELIMINARY APPROVAL. Within a reasonable time, Plaintiff will move for an order giving preliminary approval of the Settlement ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel a draft proposed Order Granting Preliminary Settlement Approval and a draft proposed Class Notice;
- 6.2 Responsibilities of Class Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval upon a reasonable opportunity for review by Defense Counsel no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval order to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund under U.S. Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, and pay periods worked by Class Members during the Class Period.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 15 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or PAGA Member, and the number of pay periods used to calculate those amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address Database.
 - 7.4.3 Not later than five (5) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members' written objections, challenges to the number of pay periods, and Requests for Exclusion will be extended an

additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.5 If the Administrator, Lifetime or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs)

- 7.5.1 Class Members who wish to exclude themselves from (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a written communication from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and is bound by all terms and conditions of the Settlement, including the Participating Class Members' Release under Paragraph 5.1 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. All PAGA Members, regardless of whether they opt-out of the non-PAGA portion of this Settlement, shall receive an Individual PAGA Payment and shall be deemed to release the claims identified in Paragraph 5.2 of this Agreement.
- 7.5.5 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review Requests for Exclusion on a rolling basis to ascertain their validity. Not later than 10 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).
- 7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of pay periods during the Class Period or PAGA Period (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the number of pay periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator shall promptly provide copies of all challenges to calculation of the number of pay periods to Defense Counsel and Class Counsel. Final determination of any such challenge shall be made by Defendant following a conference with Class Counsel and, to the extent possible, resolved prior to finalizing the amounts distributable to Participating Class Members and PAGA Members.
- 7.7 Objections to Settlement.
- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval order, and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to the number of pay periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.3 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.4 Final Report by Settlement Administrator. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **ESCALATOR CLAUSE.** If the number of pay periods for the Class Members exceeds 16,175 by more than 10% (*i.e.*, 17,792), Lifetime will increase the Gross Settlement Amount proportionally for any pay periods above the 10% cushion or limit the class ending date appropriately (for example, if the pay periods are too high, the parties will change the class definition to include a group that worked through a date prior to April 15, 2024).
9. **LIFETIME'S RIGHT TO WITHDRAW.** If ten percent (10%) or more of the Class Members submit valid Requests for Exclusion (*i.e.*, opt-out) from the Settlement, Lifetime will have the right to withdraw from the Settlement at any time before Final Approval, and the Settlement and all actions taken in its furtherance shall be null and void. If Lifetime exercises its right to withdraw, it will be responsible for the Administrator's costs of administration of the Settlement incurred through that time.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the scheduled Final Approval Hearing and upon an opportunity for review by Defense Counsel, Plaintiff will file in Court, a motion for final settlement approval that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval").
- 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to attempt to address the Court's concerns. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 10.4 Waiver of Right to Appeal. The parties waive all appeals from Final Approval unless the Court materially modifies the Settlement, except that Plaintiff and Class Counsel may appeal from an order by the Court that materially reduces the amounts sought for the Class Representative Payment or the Class Counsel Fees or Expenses Payment. Such an order or affirmance of such an order will not entitle Plaintiff or the Class to avoid the Settlement. Lifetime's payment obligation under the Settlement will be suspended pending an appeal of the Judgment.

11. ADDITIONAL PROVISIONS.

- 11.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Lifetime that any of the allegations in Plaintiff's complaints or PAGA notice letter have merit or that Lifetime has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Lifetime's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Lifetime reserves the right to contest certification of any class for any reasons, and Lifetime reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Lifetime's defenses. The Settlement, this Agreement and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).
- 11.2 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. In addition, Class Counsel agrees not to use this settlement or a description of it to advertise or solicit new clients in any way (including on any website).
- 11.3 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 11.4 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Lifetime, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 11.5 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement as agreed by the Parties, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 11.6 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 11.7 No Tax Advice. Neither Plaintiff, Class Counsel, Lifetime nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 11.8 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 11.9 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 11.10 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 11.11 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 11.12 Confidentiality. Plaintiff and Class Counsel agree not to issue any press or other media releases or talk to the press or media regarding the Settlement, and Class Counsel agree not to publicize the Settlement on their website or social media. In addition, prior to filing of the Motion for Preliminary Approval, Plaintiff and Class Counsel will not have any communication with anyone other than spouses, Class Members, financial advisors, retained experts, and vendors related to settlement administration, regarding the Settlement. If, before the filing of the Motion for Preliminary Approval, Plaintiff or Class Counsel disclose to any unauthorized party (a) that a settlement has been reached or (b) any of the terms of the Settlement except as required by law or to effect the Settlement, Lifetime may rescind the Settlement, rendering it null and void.

- 11.13 Use and Return of Class Data. Information provided to Class Counsel pursuant to Federal Rule of Evidence, Rule 408, and/or Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Lifetime in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff and Class Counsel shall destroy all paper and electronic versions of Class Data received from Lifetime unless, prior to the Court's discharge of the Administrator's obligation, Lifetime makes a written request to Class Counsel for the return, rather than the destruction of, Class Data. Class Counsel shall provide Defense Counsel with a declaration confirming the proper destruction of all Class Data not later than 95 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds.
- 11.14 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 11.15 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 11.16 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff and the Settlement Class:

Joshua S. Falakassa
josh@falakassalaw.com
FALAKASSA LAW, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

Mehrdad Bokhour
mehrdad@bokhourlaw.com
BOKHOUR LAW GROUP, P.C.
1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067

To Lifetime:

Barbara J. Miller
Samuel S. Sadeghi
MORGAN, LEWIS & BOCKIUS, LLP
600 Anton Boulevard, Suite 1800
Costa Mesa, CA 92626
Tel: 714.830.0600
Fax: 714.830.0700
barbara.miller@morganlewis.com
sam.sadeghi@morganlewis.com

- 11.17 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 11.18 Stay of Litigation. The Parties agree that upon the execution of this Agreement, the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement, pursuant to California Civil Procedure Code section 583.330, to extend the date to bring a case to trial under California Civil Procedure Code section 583.310 for the entire period of this settlement process.

[Signatures on Next Page]

7/12/2024

Dated: July __, 2024

DocuSigned by:

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Plaintiff Louis Arriola

Dated: July 8, 2024



Defendant Lifetime Brands, Inc.

Approved As to Content:

7/15/2024

Dated: July __, 2024

BOKHOUR LAW GROUP, P.C.

DocuSigned by:

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Mehrdad Bokhour
Attorneys for Plaintiff

7/13/2024

Dated: July __, 2024

FALAKASSA LAW, P.C.

DocuSigned by:

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Joshua Falakassa
Attorneys for Plaintiff

Dated: July 8, 2024

MORGAN, LEWIS & BOCKIUS LLP



Barbara J. Miller
Samuel S. Sadeghi
Kevin J. Bohm
Attorneys for Lifetime Brands, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

A court authorized this notice. This is not a solicitation from a lawyer.

If you were employed by Lifetime Brands, Inc. in a non-exempt position in California at any time between May 31, 2018, and April 15, 2024, a settlement of a class action lawsuit may affect your right.

TO UNDERSTAND YOUR RIGHTS, PLEASE READ THIS NOTICE CAREFULLY

A proposed class action settlement (“the Settlement”) has been reached in a class action lawsuit entitled *Louis Arriola v. Lifetime Brands, Inc.*, Case No. CIVSB2210887, pending in the Superior Court of the State of California for the County of San Bernardino (the “Action”). The lawsuit was filed by a Plaintiff Louis Arriola (“Plaintiff”) against Defendant Lifetime Brands, Inc. (“Lifetime”). Plaintiff and Lifetime are collectively referred to as the “Parties.”

Plaintiff, a former Lifetime employee, filed a lawsuit asserting claims (1) on behalf of himself and Lifetime’s non-exempt employees who worked in California at any time between May 31, 2018 and April 15, 2024 (the “Class Period”), alleging violations of wage and hour laws and seeking statutory penalties and interest; and (2) for penalties under the California Private Attorney General Act (“PAGA”) for Lifetime’s non-exempt employees who worked in California at any time between May 25, 2021 and April 15, 2024 (the “PAGA Period”).

The proposed Settlement has two main parts: (1) a Class Settlement for Individual Class Payments, and (2) a PAGA Settlement for Individual PAGA Payments, including a payment to the California Labor and Workforce Development Agency (“LWDA”).

On [DATE], the Court preliminarily approved the Parties’ Settlement. The Settlement provides for individual settlement payments based on the number of pay periods that Class Members and PAGA Members worked for Lifetime in a non-exempt job position in California during the relevant periods.

This notice summarizes the proposed settlement. For the precise terms and conditions of the settlement, please see the settlement agreement by accessing [SETTLEMENT WEBSITE](#).

Based on Lifetime’s records, and the Parties’ current calculations, **your Individual Class Payment is estimated to be \$_____ (less tax withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive may be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Lifetime’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Lifetime’s records showing that **you worked __ pay periods** during the Class Period and **you worked __ pay periods** during the PAGA Period. If

you believe that you worked a different number of pay periods during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights will be affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Lifetime to make payments under the Settlement and requires Class Members and PAGA Members to give up their rights to assert certain claims against Lifetime.

Lifetime will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

Do Nothing and Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Lifetime that are covered by this Settlement (Released Claims).
Opt-out of the Class Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the Class Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the Settlement. Lifetime will pay Individual PAGA Payments to all PAGA Members and the PAGA Members must give up their rights to pursue Released Claims (defined below).
Object to the Class Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the Class Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.

Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
Challenge the Calculation of Your Pay Periods Written Challenges Must be Submitted by	The amount of your Individual Class Payment and/or Individual PAGA Payment (if any) depends on how many pay periods you worked at least one day in during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period pay periods and number of PAGA Period pay periods you worked according to Lifetime's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

This is a class and PAGA action, meaning it is a lawsuit seeking to have the claims and rights of many people decided in a single court proceeding. Plaintiff Louis Arriola asserts the following claims under California law: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) failure to provide all meal periods; (4) failure to pay all sick time; (5) failure to provide accurate itemized wage statements; (6) failure to pay all wages due upon separation of employment; and (8) failure to reimburse reasonable and necessary business expenses. Plaintiff also asserted a violation of California's Unfair Competition Law ("UCL"). Based on the same allegations, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA").

Lifetime denies Plaintiff's claims and contends that it has paid its California non-exempt employees properly and complied with all applicable laws. Lifetime entered into the Settlement solely for purposes of avoiding the risk and uncertainty of litigation.

This Settlement is the result of good-faith, arms-length negotiations between the Parties, through their respective attorneys, with the assistance of a neutral mediator. The Parties agree that in light of the risks and expense associated with continued litigation, this Settlement is fair, adequate, and reasonable, and that it is in the best interest of the Class and PAGA Members.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Lifetime or Plaintiff is correct. Plaintiff and Lifetime reached a settlement by mediating the case with a neutral third party for the sole purpose of resolving the matter and with no admission or finding of liability or wrongdoing by Lifetime.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Lifetime Will Pay \$3650,000 as the Gross Settlement Amount ("Gross Settlement"). Subject to Court approval, Lifetime has agreed to deposit the Gross Settlement into an account controlled by the Settlement Administrator. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Lifetime will fund the Gross Settlement within 65 days of the Final Approval.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$121,666.67 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees, and up to \$25,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel, and representing the Class. A Class Representative Award will be in addition to Plaintiff's Individual Class Payment and Individual PAGA Payment.
 - C. Up to \$ 10,000 to the Administrator for services administering the Settlement.
 - D. Up to \$10,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% to Individual PAGA Payments paid on a proportional basis to the PAGA Members based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the remainder of the Gross Settlement (the "Net Settlement") on a proportional basis by making Individual Class Payments to Participating Class Members based on their Class Period pay periods.
4. Taxes Owed on Payments to Class Members. Plaintiff and Lifetime are asking the Court to approve an allocation of 15% of each Individual Class Payment as taxable wages (the "Wage Portion") for which an IRS Form W-2 shall be issued, and 85% to interest and penalties ("Non-Wage Portion"), for which an IRS Form 1099 will be issued.

The Individual PAGA Payments are treated as civil penalties, not wages, for tax purposes, for which an IRS Form 1099 shall be provided.

You should consult with a tax advisor concerning the tax consequences of the payment(s) you receive under the Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [DATE], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [DATE] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not be eligible to receive an Individual Class Payment or object to the terms of the Settlement. You will not be bound by the non-PAGA terms of the Settlement, and may pursue any individual claims you may have, at your own expense, against Lifetime. If you are a PAGA Member, you will still receive an Individual PAGA Payment regardless of whether you submit a Request for Exclusion
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Lifetime have agreed that, in either case, the Settlement will be void. If the Settlement becomes void, Lifetime will not pay any money and Class Members will not release any claims against Lifetime.
8. Administrator. The Court has appointed ILYM Group, Inc. (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over pay periods, PAGA Member challenges over pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
9. Participating Class Members' Release. After the Judgment is final and Lifetime has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under

the Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, including Plaintiff, shall release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims pleaded or that could have been pleaded based on Plaintiff's complaints against Lifetime under any legal theory for failure to pay minimum wage, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work), failure to pay all sick time or pay sick time at the correct rate of pay, failure to provide meal and rest periods, failure to timely pay wages and final wages, and failure to provide accurate wage statements, and includes all claims for recovery of compensation, overtime pay, minimum wage, premium pay, and/or related penalties under the California Labor Code and California's Wage Orders, that arise out of the facts alleged in Plaintiff's complaints, and were, or could have been, asserted based on the factual allegations in Plaintiff's complaints, through April 15, 2024.

"Released Parties" means Lifetime Brands, Inc., and any of its former current, and future related organizations, companies, divisions, subsidiaries, affiliates, insurers, and parents, and each of their respective predecessors, successors, and assigns, as well as each of their respective former, current and future directors, officers, employees, agents, representatives, attorneys, fiduciaries, assigns, heirs, executors, administrators, beneficiaries, benefit plans, plan administrators, insurers and trustees.

10. PAGA Members' PAGA Release. After the Court's judgment is final, and Lifetime has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all PAGA Members will be barred from asserting PAGA claims against Lifetime, whether or not they exclude themselves from the Settlement.

The PAGA Members' Releases for Participating and Non-Participating Class Members are as follows:

All PAGA Members, including Plaintiff, and the LWDA shall release the Released Parties from any PAGA claims that arise during the period of May 25, 2021 through April 15, 2024 out of, or directly related to, the facts alleged in Plaintiff's complaints against Lifetime and that involve the same primary rights as those placed at issue by Plaintiff's complaints or PAGA notice letter to the LWDA, including but not limited to PAGA claims premised on the alleged failure to pay minimum wages, failure to pay overtime or pay overtime at the correct rate of pay, failure to pay wages within required time periods, failure to pay for all hours worked (off-the-clock work), failure to pay all sick time or pay sick time at the correct rate of pay, failure to provide meal and rest periods, failure to timely pay wages and final wages, and failure to provide accurate wage statements.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of pay periods worked by all Participating Class Members, and (b) multiplying the result by the number of pay periods worked by each individual Participating Class Member to determine their proportional share.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$2,500 by the total number of pay periods worked by all PAGA Members and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual PAGA Member to determine their proportional share.
3. Pay Period Challenges. The number of pay periods you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Lifetime's records, are stated in the first page of this Notice. You have until **[DATE]** to challenge the number of pay periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Lifetime's calculation of pay periods based on Lifetime's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve pay period challenges based on the data provided. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as PAGA Members. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and

a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on your written request to be excluded. Be sure to personally sign your request, identify the Action as *Louis Arriola v. Lifetime Brands, Inc.*, Case No. CIVSB2210887, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [DATE] or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Lifetime are asking the Court to approve. At least 16 court days before the Final Approval Hearing on [DATE], Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [DATE].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Louis Arriola v. Lifetime Brands, Inc.*, Case No. CIVSB2210887, and include your name, current address, telephone number, approximate dates of employment for Lifetime, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why, and any facts that support your objection. See Section 8 of this Notice for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [DATE] at _____ (time) in Department S26 of the San Bernardino Superior Court, located at 247 W. 3rd Street, San Bernardino, CA 92415. At the Final Approval Hearing, the Court will decide whether to grant

Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer, at your own expense, to attend) either personally or virtually (if permitted by the Court). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website [website] beforehand to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The easiest way to access the Settlement Agreement, the Judgment, or any other Settlement documents is to go to (specify entity)'s website at (url). You can also contact the Administrator using the contact information listed below, or consult the Superior Court website by going to (<https://www.saccourt.ca.gov/indexes/new-portal-info.aspx>) and entering the Case Number for the Action, Case No. CIVSB2210887.

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN
INFORMATION ABOUT THE SETTLEMENT.**

Settlement Administrator: