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Attorney for Plaintiff
JOSE TOPETE, et. al.

**IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA BARBARA**

JOSE TOPETE, an individual, on behalf of himself
and all similarly situated aggrieved employees,

Plaintiffs,

v.

DECKERS OUTDOOR CORPORATION, a
Delaware corporation; THOMAS GARCIA, an
individual; STEVEN FASCHING, an individual;
STEFANO CAROTI, an individual; LISA
BEREDA, an individual; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 25CV02643

**CLASS ACTION AND PAGA
SETTLEMENT AGREEMENT; CLASS
NOTICE**

Complaint Filed: April 28, 2025
Trial Date: Not Yet Assigned

1 This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and
2 between plaintiff JOSE TOPETE (“Plaintiff”) and defendants DECKERS OUTDOOR
3 CORPORATION, a Delaware corporation; THOMAS GARCIA, an individual; STEVEN
4 FASCHING, an individual; STEFANO CAROTI, an individual; and LISA BEREDA, an
5 individual, (collectively referred to as “Defendants”). The Agreement refers to Plaintiff and
6 Defendants collectively as “Parties,” or individually as “Party.”

7
8 **1. DEFINITIONS.**

9 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations and a
10 PAGA claim against Defendants filed in the Superior Court of the State California for the County
11 of Santa Barbara, Case Number 25CV02643, and the underlying PAGA Notice sent to the
12 California Labor and Workforce Development Agency (“LWDA”) by Plaintiff on January 3,
13 2025.

14 1.2. “Administrator” means Phoenix Settlement Administrators, the neutral entity the
15 Parties have agreed to appoint to administer the Settlement.

16 1.3. “Administration Expenses Payment” means the amount the Administrator will be
17 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
18 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
19 with Preliminary Approval of the Settlement.

20 1.4. “Aggrieved Employee” means all of Defendant Deckers Outdoor Corporation’s
21 (“Deckers”) non-exempt hourly employees during the PAGA Period.

22 1.5. “Class” means all of Deckers’ non-exempt employees in California during the
23 Class Period of November 20, 2021 through the date of preliminary court approval of the
24 settlement.

25 1.6. “Class Counsel” means Michael C. Robinson, Jr. and Orion S. Robinson of
26 Robinson Di Lando, a Professional Law Corporation.

27 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
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mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "Class Data" means Class Member identifying information in Deckers' possession including the Class Member's name, last-known mailing address, Social Security number, and number of Class Period Work Weeks and PAGA Paychecks.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "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.

1.11. "Class Notice" means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit 1 and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from November 20, 2021 through the date of preliminary court approval of the settlement.

1.13. "Class representative" means Jose Topete, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. "Class Representative Service Payment" means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of Santa Barbara.

1.16. "Defendants" means named Defendants Deckers Outdoor Corporation, Thomas Garcia, Steven Fasching, Stefano Caroti, and Lisa Bereda.

1.17. "Defense Counsel" means Jared Speier of Stradling Yocca Carlson & Rauth LLP.

1.18. "Effective Date" means the date by which all of the following have occurred:

- (1) The Court has approved the Settlement;
- (2) The Court has issued the Final Order, dismissed all of Plaintiff's claims with prejudice in their entirety, and entered Judgment in accordance with the terms described herein; and
- (3) The judgment is final, meaning that (i) it is appealable and (ii) either (a) no appeal has been taken from the judgment as of the date on which all times to appeal therefrom have expired, or (b) an appeal or other review proceeding of the judgment having been commenced, such appeal or other review is finally concluded and no longer is subject to review by any court, whether by appeal, petitions for rehearing or re-argument, petitions for re-hearing en banc, petitions for writ of certiorari, or otherwise, and such appeal or other review has been finally resolved in such manner that affirms the judgment order in its entirety. If the Parties' Settlement is not approved as described herein, the Settlement shall be void *ab initio* and of no further force or effect, and the Parties shall be returned in all respects to their respective positions as of November 23, 2025, the day before the settlement of this matter.

1.19. "Final Approval" means the Court's order granting final approval of the Settlement.

1.20. "Final Approval Hearing" means the Court's hearing on the Motion for Final Approval of the Settlement.

1.21. "Final Judgment" means the Judgment entered by the Court upon Granting Final Approval of the Settlement.

1.22. "Gross Settlement Amount" means \$300,000.00 which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel's Fees, Class Counsel's Expenses, Class Representative Service Payment and the Administrator's Expenses.

1.23. "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Work Weeks worked during the Class Period.

1.24. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of

35% of the PAGA Penalties calculated according to the Aggrieved Employee's number PAGA Paychecks.

1.25. "Judgment" means the judgment entered by the Court based upon the Final Approval.

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

1.27. "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.28. "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's Fees Payment, Class Counsel's Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.29. "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.

1.30. "Notice Packet" means the Class Notice, the Election Not to Participate in Settlement form, the Work Week Dispute form, and the Objection form in English with Spanish translations.

1.31. "PAGA Paycheck" means any paycheck an Aggrieved Employee received from Defendants for at least one day worked during the PAGA Period.

1.32. "PAGA Period" means the period from February 22, 2024 through the date of preliminary court approval of the settlement.

1.33. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

1.34. "PAGA Notice" means Plaintiff's January 3, 2025 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, \$25,000, allocated 35% to the Aggrieved Employees (\$8,750.00)

and the 65% to LWDA (\$16,250.00) in settlement of PAGA claims.

1.36. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.37. “Plaintiff” means Jose Topete.

1.38. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.39. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.40. “Released Class Claims” means the claims being released as described below.

1.41. “Released PAGA Claims” means the claims being released as described in Paragraph 6.2 below.

1.42. “Released Parties” means: Defendants and each of their current and former parents, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, employees, partners, shareholders, attorneys, agents, executors, and assigns (collectively, the “Released Parties”).

1.43. “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.

1.44. “Response Deadline” means 60 days after the Administrator mails the Notice to Class Members and Aggrieved Employees, 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 45 calendar days to respond after the Administrator re-mails the Notice Packet. .

1.45. “Settlement” means the settlement between Parties, which is memorialized in this Agreement, including any attached exhibits, and subject to Court approval.

1.46. “Work Week” means any week during which a Class Member worked for Defendants as a non-exempt employee for at least one day, during the Class Period.

1 **2. RECITALS.**

2 2.1. On April 28, 2025, Plaintiff commenced this Action by filing a Complaint
3 alleging causes of action against Defendants for failure to pay overtime wages, failure to pay
4 minimum wages, failure to provide meal periods or compensation in lieu thereof, failure to
5 provide rest periods or compensation in lieu thereof, failure to pay due wages at termination,
6 failure to furnish accurate wage statements, violation of Labor Code section 226(c), violation of
7 Labor Code section 1198.5, violation of Labor Code section 2802, unfair competition, and civil
8 penalties under Labor Code Section 2699, et seq. (PAGA). The Complaint is the operative
9 complaint in the Action (the “Operative Complaint.”) Defendants deny the allegations in the
10 Operative Complaint, deny any failure to comply with the laws identified in in the Operative
11 Complaint and deny any and all liability for the causes of action alleged.

12 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written
13 notice to Defendants and the LWDA by sending the PAGA Notice.

14 2.3. On November 24, 2025, the Parties participated in an all-day mediation presided
15 over by Anthony Pantoni, Esq., a well-respected mediator with experience in class action and
16 PAGA claims, and the Parties were able to reach a resolution at mediation which led to this
17 Agreement to settle the Action.

18 2.4. Prior to and during mediation, Plaintiff obtained, through informal discovery, the
19 number of comparable employees, the number of workweeks, the number of paychecks, average
20 rates of pay, sample time records, sample payroll records, written policies, and related
21 information. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set
22 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
23 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

24 2.5. The Court has not granted class certification.

25 **3. MONETARY TERMS.**

26 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below,
27 Defendants promise to pay \$300,000.00 and no more as the Gross Settlement Amount and to
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1 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual
2 Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any
3 payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator
4 will disburse the entire Gross Settlement Amount without asking or requiring Participating Class
5 Members or Aggrieved Employees to submit any claim as a condition of payment. None of the
6 Gross Settlement Amount will revert to Defendants.

7 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
8 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
9 the Court in the Final Approval:

10 3.2.1. To Plaintiff: Class Representative Service Payment to the Class
11 Representative of not more than \$10,000.00 (in addition to any Individual Class Payment and any
12 Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class
13 Member). Defendants will not oppose Plaintiff's request for a Class Representative Service
14 Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment
15 and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class
16 Representative Service Payment no later than 16 court days prior to the Final Approval Hearing.
17 If the Court approves a Class Representative Service Payment less than the amount requested, the
18 Administrator will retain the remainder in the Net Settlement Amount. The Administrator will
19 pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full
20 responsibility and liability for employee taxes owed on the Class Representative Service Payment.

21 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than
22 33.33%, which is currently estimated to be \$100,000.00 and a Class Counsel Litigation Expenses
23 Payment of not more than \$15,000.00. Defendants will not oppose requests for these payments
24 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion
25 for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court
26 days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment
27 and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the
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1 Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall
2 have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any
3 portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The
4 Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment
5 using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for
6 taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses
7 Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or
8 controversy regarding any division or sharing of any of these Payments.

9 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
10 \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the
11 Administration Expenses are less or the Court approves payment less than \$15,000.00, the
12 Administrator will retain the remainder in the Net Settlement Amount.

13 3.2.4. To Each Participating Class Member: An Individual Class Payment
14 calculated by (a) dividing the Net Settlement Amount by the total number of Work Weeks worked
15 by all Participating Class Members during the Class Period and (b) multiplying the result by each
16 Participating Class Member's Work Weeks.

17 3.2.4.1. Tax Allocation of Individual Class Payments. 10.00% of
18 each Participating Class Member's Individual Class Payment will be allocated to settlement of
19 wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
20 reported on an IRS W-2 Form. The 90.00% of each Participating Class Member's Individual
21 Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage
22 Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on
23 IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any
24 employee taxes owed on their Individual Class Payment.

25 3.2.4.2. Effect of Non-Participating Class Members on Calculation
26 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
27 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
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1 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

2 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the
3 amount of \$25,000.00 to be paid from the Gross Settlement Amount, with 65% (\$16,250.00)
4 allocated to the LWDA PAGA Payment and 35% (\$8,750.00) allocated to the Individual PAGA
5 Payments.

6 3.2.5.1. The Administrator will calculate each Individual PAGA Payment
7 by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties \$8,750.00
8 by the total number of PAGA Paychecks of all Aggrieved Employees but only for the time period
9 that the employee performed non-exempt work during the PAGA Period and (b) multiplying the
10 result by each Aggrieved Employee's PAGA Paychecks. Aggrieved Employees assume full
11 responsibility and liability for any taxes owed on their Individual PAGA Payment.

12 3.2.5.2. If the Court approves PAGA Penalties of less than the amount
13 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
14 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

15 3.4.5.3 Defendants' monetary obligation under this Agreement is limited
16 to the Settlement Sum. Defendants shall not be required to contribute any additional monies
17 above the Settlement Sum under any circumstances whatsoever, other than the employer
18 payroll taxes. Nor shall Defendants be required to pay more than the Settlement Sum to obtain
19 the relief provided in this Agreement or to fully and finally settle and resolve the PAGA Claims.
20 Notwithstanding the above, in the event that this Agreement is voided or nullified, in whole or
21 in part, however that may occur, or the Settlement of the Action is barred by operation of law,
22 or invalidated, or ordered not to be carried out by a Court of competent jurisdiction, Defendants
23 will cease to have any obligation to pay any portion of the Settlement Sum to anyone under the
24 terms of this Agreement.

25
26 **4. SETTLEMENT FUNDING AND PAYMENTS.**

27 4.1. Class Work Weeks and Aggrieved Employee Paychecks. Based on a review of
28

1 the records to date, Defendant Deckers estimate there are 805 Class Members who collectively
2 worked a total of 92,042 Work Weeks, and 636 Aggrieved Employees who received a total 23,317
3 PAGA Paychecks.

4 4.2. Class Data. Not later than 15 days after the Court grants Preliminary Approval
5 of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in
6 the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the
7 Administrator must maintain the Class Data in confidence, use the Class Data only for purposes
8 of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator
9 employees who need access to the Class Data to effect and perform under this Agreement.
10 Defendants have a continuing duty to immediately notify Class Counsel if they discover that the
11 Class Data omitted class member identifying information and to provide corrected or updated
12 Class Data as soon as reasonably feasible. Without any extension of the deadline by which
13 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
14 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
15 to missing or omitted Class Data.

16 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross
17 Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll
18 taxes by transmitting the funds to the Administrator no later than thirty (30) days after the
19 Effective Date.

20 4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendants
21 fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
22 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
23 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
24 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees
25 Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service
26 Payment shall not precede disbursement of Individual Class Payments and Individual PAGA
27 Payments.

1 4.4.1. The Administrator will issue checks for the Individual Class Payments
2 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
3 postage prepaid. The face of each check shall prominently state the date (not less than 180 days
4 after the date of mailing) when the check will be voided. The Administrator will cancel all checks
5 not cashed by the void date. The Administrator will send checks for Individual Settlement
6 Payments to all Participating Class Members (including those for whom Notice Packet was
7 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
8 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
9 Employees (including those for whom Notice Packet was returned undelivered). The
10 Administrator may send Participating Class Members a single check combining the Individual
11 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Administrator
12 must update the recipients' mailing addresses using the National Change of Address Database.

13 4.4.2. The Administrator must conduct a Class Member Address Search for all
14 other Class Members whose checks are returned undelivered without USPS forwarding address.
15 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
16 forwarding address provided or to an address ascertained through the Class Member Address
17 Search. The Administrator need not take further steps to deliver checks to Class Members whose
18 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
19 replacement check to any Class Member whose original check was lost or misplaced, requested
20 by the Class Member prior to the void date.

21 4.4.3. For any Class Member whose Individual Class Payment check is uncashed
22 and cancelled after the void date, the administrator shall aggregate the amounts of those Individual
23 Class Payment checks not negotiated within the 180-day period and shall distribute to the cy pres
24 recipient, Legal Aid at Work.

25 4.4.4. For any Class Member whose Individual PAGA Payment check is
26 uncashed and cancelled after the void date, the Administrator shall transmit the funds represented
27 by such checks to the California Controller's Unclaimed Property Fund in the name of the Class
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1 Member thereby leaving no “unpaid residue” subject to the requirements of California Code of
2 Civil Procedure Section 384, subd. (b).

3 4.4.5. No Credit Toward Benefit Plans. The Individual Settlement Payments
4 made to Participating Class Members under this Settlement, as well as any other payments made
5 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
6 benefit plans to which any Class Members may be eligible, including, but not limited to profit-
7 sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans,
8 PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Settlement
9 Agreement will not affect any rights, contributions, or amounts to which any Class Members may
10 be entitled under any benefit plans.

11 **5. [OMITTED]**

12 **6. RELEASES OF CLAIMS.** Effective on the date when Defendants fully fund the entire
13 Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
14 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
15 against all Released Parties as follows:

16 6.1 Participating Class Members’ Released Claims. Upon final approval of the
17 Settlement and on the date when Defendants fully fund the Maximum Settlement Amount and its
18 share of employer payroll taxes owed on the wage portion of the Individual Class Payments,
19 Plaintiff Jose Topete and each Participating Class Member, as defined herein, will fully, finally
20 and forever release, settle, compromise, relinquish, and discharge Defendants and all of the
21 Released Parties from any and all claims, rights, demands, liabilities, and causes of action of every
22 nature and description, arising during the Class Period, including statutory, contractual, or
23 common law claims for wages, damages, penalties, liquidated damages, interest, attorneys’ fees,
24 litigation costs, restitution, or equitable relief – whether asserted under the California Labor Code,
25 Business and Professions Code §§ 17200 *et seq.*, the applicable wage orders at California Code
26 of Regulations, Title 8, Section 11000 *et seq.*, or otherwise – that arise out of or are reasonably
27 related to the factual allegations that were alleged or could have been alleged based on the factual
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1 allegations in Plaintiff's operative Complaint relating to Plaintiff's claims, including but not
2 limited to: (a) any and all claims for failure to pay minimum wages under Labor Code sections
3 204, 210, 558, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable wage orders, including but
4 not limited to claims alleging failure to pay for "off the clock" work, failure to pay overtime at
5 the correct regular rate of pay, including but not limited to, Defendants' alleged practice of
6 rounding wages; (b) any and all claims for failure to pay overtime owed under Labor Code
7 sections 510, 1194, 1197, 1198, and the applicable wage orders or any other laws governing
8 overtime pay, including but not limited to claims alleging failure to pay for "off the clock" work
9 and/or failure to pay overtime at the correct regular rate of pay; (c) any and all claims for failure
10 to provide lawful meal periods under Labor Code sections 218.6, 226.7, 512, 1198, the applicable
11 wage orders, and/or failure to pay meal premiums at the correct regular rate of pay; (d) any and
12 all claims for failure to authorize and permit rest periods under Labor Code sections 218.6, 226.7,
13 1198, the applicable wage orders, and Civil Code section 3287, and/or to pay rest period
14 premiums in lieu thereof at the correct regular rate of compensation as required; (e) any and all
15 claims for failure to timely pay wages during employment under Labor Code sections 204, 210,
16 218.5, 218.6, 227.3, 246, 251 350, 351, 510 and 1194; (f) any and all claims for failure to pay
17 wages owed upon separation from employment under Labor Code sections 201-203; (g) any and
18 all claims for failure to reimburse employees for necessary business expenses under Labor Code
19 sections 2800 and 2802; (h) any and all claims for knowing and intentional failure to furnish
20 accurate itemized wage statements under Labor Code sections 226 and 1174, including
21 allegations that Defendants omitted required information, failed to accurately include all
22 applicable hourly rates and corresponding number of hours worked, did not maintain complete
23 and accurate payroll records pertaining to total hours worked, or failed to maintain accurate
24 records; (i) any and all claims for violation of the Unfair Competition Law under Business and
25 Professions Code section 17200, *et seq.*; and (j) any and all claims for attorneys' fees and costs.

26 6.2 PAGA-Eligible Employees' Released Claims. Upon final approval of the
27 Settlement and on the date when Defendants fully fund the Maximum Settlement Amount and its
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1 share of employer payroll taxes owed on the wage portion of the Individual Class Payments,
2 Plaintiff Jose Topete, as an agent and proxy of the State of California (including the LWDA), and
3 the State of California itself, acting on behalf of each and all of the PAGA-Eligible Employees,
4 regardless of whether they choose to exclude themselves from the Class Settlement, shall release
5 Defendants and all of the Released Parties, from any and all claims, rights, demands, liabilities,
6 and causes of action of every nature and description for PAGA civil penalties arising during the
7 PAGA Period arising out of the California Private Attorneys General Act of 2004, Labor Code
8 §§ 2698 *et seq.*, based on any of the underlying claims and factual allegations that were alleged,
9 or reasonably could have been alleged in Plaintiff’s operative Complaint and/or in Plaintiff Jose
10 Topete’s notice letter(s) provided to the LWDA, including but not limited to claims for: (a) failure
11 to pay minimum wages under Labor Code sections 204, 210, 558, 1194, 1197, 1197.1, 1198 and
12 the applicable wage order, including but not limited to claims alleging failure to pay for “off the
13 clock” work, failure to pay overtime at the correct regular rate of pay, including but not limited
14 to, Defendants’ alleged practice of rounding wages; (b) failure to pay overtime owed under Labor
15 Code sections 510, 1194, 1197, 1198, and the applicable wage orders or any other applicable laws
16 governing overtime pay, including but not limited to claims alleging failure to pay for “off the
17 clock” work and/or failure to pay overtime at the correct regular rate of pay; (c) failure to provide
18 lawful meal periods under Labor Code sections 226.7, 512, 1198, the applicable wage orders,
19 and/or failure to pay meal premiums at the correct regular rate of pay; (d) failure to authorize and
20 permit rest periods under Labor Code sections 226.7, 1198, the applicable wage orders, and Civil
21 Code section 3287 and/or failure to pay rest premiums at the correct regular rate of pay; (e) failure
22 to timely pay wages during employment under Labor Code sections 204, 210, 510, 1194; (f)
23 failure to timely pay wages owed upon separation from employment under Labor Code sections
24 201-203; (g) failure to reimburse necessary expenses under Labor Code sections 2800 and 2802;
25 (h) knowing and intentional failure to comply with itemized wage statement provisions in
26 violation of Labor Code sections 226 and 1174, including allegations that Defendants omitted
27 required information, failed to accurately include all applicable hourly rates and corresponding
28