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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

HERLINDA GONZALEZ, an individual and
on behalf of all others similarly situated,

Plaintiff,

v.

EMINENT, INC., a Delaware corporation,
doing business as “Revolve”; MICHAEL
MENTE, an individual; and DOES 1 through
100, inclusive,

Defendants.

CASE NO. 22STCV31998

*(Consolidated with Case No.
22STCV31958)*

[Assigned to the Hon. Elaine Lu in Dept. 9]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: September 29, 2022
Trial Date: None Set

1 This Joint Stipulation re: Class Action and Representative Action Settlement
2 (“Settlement” or “Agreement” or “Settlement Agreement”) is made by, between and among
3 plaintiffs Herlinda Gonzalez (“Gonzalez”), Teresa Franco (“Franco”), and Rita Luna (“Luna”
4 and collectively with Gonzalez and Franco, “Plaintiffs”), individually and on behalf of the
5 Settlement Class, as defined below, on the one hand; and defendants EMINENT, INC., doing
6 business as “Revolve”, REVOLVE GROUP, INC., and MICHAEL MENTE (collectively,
7 “Defendants”), on the other hand; in the lawsuits entitled *Gonzalez, et al. v. Eminent, Inc., et al.*,
8 filed in the Los Angeles County Superior Court, Cases Nos. 22STCV31998 and 22STCV31958
9 (collectively, the “Action”). Plaintiffs and Defendants shall be, at times, collectively referred to
10 as the “Parties” and individually as a “Party”. This Agreement is intended by the Parties to fully,
11 finally, and forever resolve, discharge and settle the claims in the Action as set forth herein,
12 based upon and subject to the terms and conditions of this Agreement.

13 **1. DEFINITIONS**

14 **A. “Action”** means *Gonzalez, et al. v. Eminent, Inc., et al.*, filed in the Los Angeles
15 County Superior Court, Case No. 22STCV31998 and Case No. 22STCV31958.

16 **B. “Aggrieved Employees” or “PAGA Employees”** means all non-exempt
17 employees of Eminent, Inc. and Revolve Group, Inc. who worked at any time during the PAGA
18 Period in California.

19 **C. “Class Counsel”** means: Jasmin K. Gill and Ashlie E. Fox of J. Gill Law Group,
20 P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiffs’ Counsel.”

21 **D. “Class Period”** means the period from April 6, 2020 through (1) the date of the
22 Court’s preliminary approval of the Settlement Agreement; or (2) an earlier date on which the
23 total number of Workweeks reaches but does not exceed 270,237 should Defendants make the
24 election set forth in Paragraph 17.

25 **E. “Court”** means the Superior Court of the State of California for the County of
26 Los Angeles.

1 **F. “Class Notice”** means and refers to the notice sent to Class Members after
2 preliminary approval of the Settlement in the manner described in Paragraph 9(A) of this
3 Agreement.

4 **G. “Defendant” or “Defendants”** shall refer to Eminent, Inc. doing business as
5 “Revolve”, Revolve Group, Inc., and Michael Mente.

6 **H. “Employer Taxes”** means any applicable state and federal employer payroll
7 taxes on the wage portion of Participating Individual Settlement Shares.

8 **I. “Final Approval Date”** means the later of: (1) the date the Court signs an Order
9 granting final approval of this Settlement (“Final Approval”) and enters Judgment; (2) if there is
10 an objector, 60 days from the date the Final Approval and Judgment; or (3) to the extent any
11 appeals have been filed, the date on which they have been resolved or exhausted.

12 **J. “General Release”** means the claims being released by Plaintiffs as described in
13 Paragraph 7(D) below.

14 **K. “Gross Settlement Amount” or “GSA” or “GFV”** means the sum of Two
15 Million One Hundred Thousand Dollars and Zero Cents (\$2,100,000.00), which is the total
16 amount Eminent, Inc. agrees to pay under the Settlement, except for Employer Taxes as stated
17 below and as provided in Paragraph 17 herein. The Gross Settlement Amount will be used to
18 pay Individual Settlement Payments, Individual PAGA Payments, the LWDA Payment, Class
19 Counsel Fees, Class Counsel Costs, Class Representative Incentive Payments and the Settlement
20 Administrator’s Costs. The Gross Settlement Amount expressly excludes Employer Taxes,
21 which shall be paid by Eminent, Inc. separate and apart from the Gross Settlement Amount.

22 **L. “Individual PAGA Payment”** means a payment to an Aggrieved Employee of
23 his or her share of the PAGA Payment.

24 **M. “Individual Settlement Payment”** means a payment to a Participating Class
25 Member of his or her net share of the Net Settlement Amount, excluding any Individual PAGA
26 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

1 **N. “Individual Settlement Share”** means the Participating Class Member’s
2 projected pro rata share of the Net Settlement Amount calculated according to the number of
3 Workweeks worked during the Class Period prior to any opt-outs being factored in.

4 **O. “LWDA Payment”** means the payment to the LWDA for its seventy-five percent
5 (75%) share of the total amount allocated toward penalties under the PAGA, which is to be paid
6 from the Gross Settlement Amount. The Parties have agreed that Fifty Thousand Dollars and
7 Zero Cents (\$50,000.00) shall be allocated toward PAGA penalties, of which Thirty-Seven
8 Thousand Five Hundred Dollars and Zero Cents (\$37,500.00) will be paid to the LWDA (*i.e.*,
9 the LWDA Payment) and Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00)
10 will be paid to Aggrieved Employees on a *pro rata* basis, based on the Pay Periods worked
11 during the PAGA Period (“PAGA Payment”).

12 **P. “Net Settlement Amount” or “Class Employee Fund”** means the portion of the
13 Gross Settlement Amount that is available for distribution to Participating Class Members after
14 deductions for the Court-approved allocations for Settlement Administration Fees and Costs,
15 Incentive Awards to Plaintiffs, an award of attorneys’ fees, reimbursement of litigation costs and
16 expenses to Class Counsel, and the LWDA Payment and the PAGA Payment.

17 **Q. “Operative Complaints or “Complaints”** means the Complaints on file in the
18 Action.

19 **R. “PAGA Payment” or “PAGA Employee Payment”** is the \$12,500.00 payment
20 payable to Aggrieved Employees on a *pro rata* Pay Period basis.

21 **S. “PAGA Period”** means the period from June 9, 2021 through the end date of the
22 Class Period.

23 **T. “Participating Class Members”** means all Settlement Class Members who do
24 not submit a timely and valid Request for Exclusion.

25 **U. “Participating Individual Settlement Share”** means the gross amount of the
26 Net Settlement Amount that a Participating Class Member is eligible to receive based on the
27 number of Workweeks that he or she worked during the Class Period once all opt-outs have been
28

1 factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he
2 or she is also an Aggrieved Employee.

3 **V. “Parties”** shall refer to Plaintiffs and Defendants collectively.

4 **W. “Pay Period(s)”** means the number of pay periods that an Aggrieved Employee
5 worked for Defendants during the PAGA Period, based on hire dates, re-hire dates (as applicable)
6 and termination dates (as applicable) and payroll records. Any pay period during which an
7 Aggrieved Employee worked one day shall be counted as a Pay Period.

8 **X. “Plaintiffs”** shall refer to Plaintiffs Herlinda Gonzalez, Teresa Franco, and Rita
9 Luna.

10 **Y. “Preliminary Approval Date”** means the date on which the Court enters an
11 Order granting preliminary approval of the Settlement.

12 **Z. “Released Parties”** shall mean Eminent, Inc., doing business as “Revolve”, and
13 Revolve Group, Inc., as well as each of their parent companies, subsidiaries, related companies,
14 affiliates, dbas, shareholders, and any past, present or future officers, directors, owners,
15 members, attorneys, insures, and employees, predecessors, successors, and assigns, and Michael
16 Mente.

17 **AA. “Response Deadline”** means the deadline for Settlement Class Members to mail
18 any Requests for Exclusion, objections, or Workweek disputes to the Settlement Administrator,
19 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
20 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
21 such an instance, the Response Deadline shall be fifteen (15) calendar days from the re-mailing,
22 or forty-five (45) calendar days from the date of the initial mailing, whichever is later, in which
23 to postmark a Request for Exclusion, Workweek Dispute or objection. The date of the postmark
24 shall be the exclusive means for determining whether a Request for Exclusion, objection, or
25 Workweek Dispute was submitted by the Response Deadline. The Settlement Administrator
26 shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

27 **BB. “Request for Exclusion”** means a written request to be excluded from the
28 Settlement Class pursuant to Section 9.C below.

1 **CC. “Incentive Award(s)”** means monetary amounts to be paid to Plaintiff Gonzalez
2 of Ten Thousand Dollars and Zero Cents (\$10,000), to Plaintiff Franco of Seven Thousand Five
3 Hundred Dollars and Zero Cents (\$7,500.00), and to Plaintiff Luna of Seven Thousand Five
4 Hundred Dollars and Zero Cents (\$7,500.00), which, subject to Court approval, will be paid out
5 of the Gross Settlement Amount.

6 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
7 Administrator in administration of the Settlement, including, but not limited to, translating the
8 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
9 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
10 associated taxes and withholdings, providing declarations, generating Individual Settlement
11 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
12 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
13 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Incentive Awards,
14 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections
15 and related information, and any other actions of the Settlement Administrator as set forth in this
16 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
17 are estimated not to exceed \$21,950. If the actual amount of the Settlement Administration Costs
18 is less than \$21,950, the difference between \$21,950 and the actual Settlement Administration
19 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs
20 exceed \$21,950, then such excess will be paid solely from the Gross Settlement Amount and
21 Defendants will not be responsible for paying any additional funds in order to pay these
22 additional costs.

23 **EE. “Settlement Administrator”** means the Third-Party Administrator, ILYM
24 Group, Inc., chosen to be responsible for the administration of the Settlement including, without
25 limitation, translating the Class Notice in Spanish, the distribution of the Individual Settlement
26 Payments to be made by Defendants from the Gross Settlement Amount and related matters
27 under this Agreement.
28

1 **FF. “Settlement Class”, “Settlement Class Members” or “Class Members”** means
2 all current and former non-exempt employees of Eminent, Inc. and Revolve Group, Inc. during
3 the Class Period in the State of California.

4 **GG. “Workweek(s)”** means the number of workweeks that a Settlement Class
5 Member worked for Defendants during the Class Period in California, based on hire dates, re-
6 hire dates (as applicable) and termination dates (as applicable) and payroll records. Any week
7 during which a Settlement Class Member worked one day shall be counted as a Workweek.

8 **2. BACKGROUND**

9 **A.** On June 9, 2022, Plaintiff Gonzalez filed with the LWDA and served on
10 Defendants a notice under Labor Code section 2699.3 (the “PAGA Notice”) stating Plaintiff
11 Gonzalez intended to serve as a proxy of the LWDA to recover civil penalties for Aggrieved
12 Employees. The PAGA Notice alleged various violations of the Labor Code and was further
13 amended by Plaintiffs Gonzalez and Luna on January 3, 2025 and September 30, 2025,
14 respectively.

15 **B.** On September 29, 2022, Plaintiff Gonzalez filed the putative wage and hour class
16 action in the Superior Court of California, County of Los Angeles, Case No. 22STCV31998,
17 against Defendants for: (1) failure to pay overtime wages, (2) failure to pay minimum wages, (3)
18 failure to provide meal periods, (4) failure to provide rest periods, (5) failure to pay all wages
19 upon termination, (6) failure to provide accurate wage statements, (7) violation of Labor Code §
20 2802, (8) failure to pay timely pay wages during employment, and (9) unfair competition (the
21 “Class Action”).

22 **C.** Also, on September 29, 2022, Plaintiff Gonzalez filed the PAGA action in the
23 Superior Court of California, County of Los Angeles, Case No. 22STCV31958, alleging
24 Plaintiff’s related representative allegations and claims for civil penalties under PAGA (the
25 “PAGA Action”).

26 **D.** On or about November 29, 2022, the Court found the Class Action and the PAGA
27 Action related and designated the Class Action as the lead action. Thereafter, on or about
28

1 January 13, 2023, the Court consolidated the Class Action and the PAGA Action for all purposes
2 (the “Action”).

3 **E.** On or about September 19, 2024 and March 12, 2025, DOE amendments naming
4 Revolve Group, Inc. as DOE 1 were filed in the Class Action and PAGA Action.

5 **F.** During the course of this Action, the parties agreed to attend mediation and in
6 advance of an initial mediation session that took place on April 23, 2025, Defendants provided
7 Plaintiffs with: (1) for September 29, 2019 through the present (“PAGA Period”), the number of
8 current and former non-exempt employees of Defendants ("Aggrieved Employees"); (2) for
9 September 29, 2018 through the present (“Class Period”), the number of current and former non-
10 exempt employees of Defendants working in California during the Class Period (“Class
11 Members”); (3) hire dates, re-hire dates (if applicable), and separation dates for Class Members
12 along with information regarding their rate of pay; (4) a sampling of time and payroll records for
13 Class Members; (5) contact information for a sampling of Class Members pursuant to a *Belaire-*
14 *West v. Landscape, Inc. v. Superior Court* (2007) 149 Cal.App.4th 554 opt-out notice
15 administration; and (6) an employee handbook dated September 2018.

16 **G.** On April 23, 2025, the Parties participated in an initial mediation session before
17 Hon. Peter Wilson (Ret.), a well-regarded mediator experienced in mediating complex civil
18 disputes. The matter did not resolve at the April 23, 2025 mediation session. However, after
19 exchanging additional formal discovery responses and document production in the months that
20 followed, the parties agreed to attend a second mediation session. In advance of the second
21 mediation, Defendants provided an updated class list.

22 **H.** Thereafter, on October 3, 2025, the Parties participated in a second in-person
23 mediation session before Hon. Peter Wilson (Ret.). The matter did not resolve that day, but with
24 the aid of the mediator’s evaluation and further assistance in the days that followed, the Parties
25 reached the Settlement to resolve the Action.

26 **I.** On or about October 10, 2025, Plaintiff Gonzalez amended the Complaint in the
27 Class Action to add Franco and Luna as additional named Plaintiffs.
28

1 **J.** Class Counsel has conducted significant investigation of the law and facts relating
2 to the claims asserted in the Action, the initial and amended PAGA Notices, and has concluded
3 that the Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the
4 Settlement Class, taking into account the sharply contested issues involved, the expense and time
5 necessary to litigate the Action through trial and any appeals, the risks and costs of further
6 litigation of the Action, the risk of an adverse outcome, the uncertainties of complex litigation,
7 the information learned through formal and informal discovery regarding Plaintiffs' allegations,
8 and the substantial benefits to be received by the Settlement Class Members.

9 **K.** Defendants have concluded that, because of the substantial expense of defending
10 against the Action, the length of time necessary to resolve the issues presented herein, and the
11 inconvenience involved, and the concomitant disruption to their business operations, it is in their
12 best interest to accept the terms of this Agreement. Defendants deny each of the allegations and
13 claims asserted against them in the Action. However, Defendants nevertheless desire to settle
14 the Action for the purpose of avoiding the burden, expense and uncertainty of continuing
15 litigation and for the purpose of putting to rest the controversies engendered by the Action.

16 **L.** This Agreement is intended to and does effectuate the full, final, and complete
17 resolution of all Class Released Claims, as defined below in paragraph 7(A), on behalf of
18 Plaintiffs and Participating Class Members, and all PAGA Released Claims, as defined below in
19 paragraph 7(B), of Plaintiffs and, to the fullest extent permitted by law, of the State of California
20 and Aggrieved Employees.

21 **3. JURISDICTION**

22 The Court has jurisdiction over the Parties and the subject matter of the Action. The
23 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the
24 applicable statutes. After the Court has granted Final Approval of the Settlement and entered
25 judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment
26 pursuant to California Rule of Court, rule 3.769, subdivision (h).

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1 **4. STIPULATION OF CLASS CERTIFICATION**

2 The Parties stipulate to the certification of the Settlement Class under this Agreement for
3 purposes of settlement only.

4 **5. MOTIONS FOR APPROVAL OF SETTLEMENT AND AMENDMENT OF**
5 **PLEADING**

6 After full execution of this Agreement, Plaintiffs will move for an order granting
7 preliminary approval of the Settlement, approving and directing the mailing of the proposed
8 Class Notice attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
9 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
10 of Requests for Exclusion, Workweek Disputes, and objections. If and when the Court
11 preliminarily approves the Settlement, and after administration of the Class Notice in a manner
12 consistent with the Court’s Preliminary Approval Order, Plaintiffs will move for an order finally
13 approving the Settlement and seek entry of a Judgment in line with this Settlement. If the Court
14 does not grant preliminary approval or conditions preliminary approval on any material change
15 to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on
16 behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the
17 Court’s concerns.

18 **6. STATEMENT OF NO ADMISSION**

19 Defendants deny any wrongdoing of any sort and further deny any liability to Plaintiffs,
20 the Settlement Class and Aggrieved Employees with respect to any claims or allegations asserted
21 in the Action. This Agreement shall not be deemed an admission by Defendants of any claims
22 or allegations asserted in the Action. Except as set forth elsewhere herein, in the event that this
23 Agreement is not approved by the Court or any appellate court, is terminated, or otherwise fails
24 to be enforceable, Plaintiffs will not be deemed to have waived, limited or affected in any way
25 any claims, rights or remedies, or defenses in the Action, and Defendants will not be deemed to
26 have waived, limited, or affected in any way any of their objections or defenses in the Action.
27 The Parties shall be restored to their respective positions in the Action prior to the entry of this
28 Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until

performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil Procedure section 664.6.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Effective only upon the entry of an Order granting Final Approval of the Settlement, entry of Judgment, and payment by Eminent, Inc. to the Settlement Administrator of the full Gross Settlement Amount and Employer's Taxes necessary to effectuate the Settlement, Plaintiffs and all Participating Class Members will release the Released Parties of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs against Defendants in the Action, or that could have been brought by Plaintiffs against Defendants in the Action, except for any claim(s) for civil penalties under PAGA (the "Class Released Claims").

B. Release by All Aggrieved Employees

All Aggrieved Employees (and, to the extent permitted by law, the State of California) are deemed to 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 for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices filed with the LWDA on June 9, 2022, January 3, 2025, and September 30, 2025 by Plaintiffs against Defendants, which arose during the PAGA Period against Defendants (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims".

C. Claims Not Released

The Released Claims above in paragraph 7(A) and paragraph 7(B) expressly exclude all other claims, including claims for vested benefits, wrongful termination, claims arising under the Fair Employment and Housing Act ("FEHA"), including Plaintiff Herlinda Gonzalez's claims for wrongful termination and related claims under the Fair Employment and Housing Act ("FEHA") against Defendants including those asserted in the lawsuit pending in the Superior

1 Court of the State of California for the County of Los Angeles, Case No. 23NWCV03102, and
2 claims and benefits, or rights to seek benefits, for unemployment insurance, disability, social
3 security, and workers' compensation, and any other claims outside of the Class Released Claims
4 of Participating Class Members, including Plaintiffs, arising during the Class Period and the
5 PAGA Released Claims of Aggrieved Employees, including Plaintiffs (and, to the extent
6 permitted by law, the State of California) arising outside of the PAGA Period.

7 **D. General Release.**

8 With the exception of Plaintiff Herlinda Gonzalez's claims for wrongful termination and
9 related claims under FEHA against Defendants, including those asserted in the lawsuit pending
10 in the Superior Court of the State of California for the County of Los Angeles, Case No.
11 23NWCV03102, Plaintiffs and each of their respective former and present spouses,
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
13 release and discharge Released Parties from all claims, transactions, or occurrences arising out
14 of Plaintiffs' employment that occurred prior to the date of execution of this agreement,
15 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
16 based on the facts contained, in the Operative Complaints and (b) all PAGA claims that were, or
17 reasonably could have been, alleged based on facts contained in the Operative Complaints and
18 Plaintiffs' PAGA Notice ("General Release"). Plaintiffs' General Release does not extend to any
19 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
20 benefits, disability benefits, social security benefits, workers' compensation benefits that arose
21 at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that
22 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
23 now know or believes to be true but agree, nonetheless, that Plaintiffs' General Release shall be
24 and remain effective in all respects, notwithstanding such different or additional facts or
25 Plaintiffs' discovery of them. With respect to the General Release provided herein, except as
26 stated below, Plaintiffs stipulate and agree that, through the Final Approval Date and payment
27 by Eminent, Inc. to the Settlement Administrator of the full Gross Settlement Amount and
28 Employers' Taxes necessary to effectuate the Settlement, they shall have expressly waived and

1 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
2 1542 of the California Civil Code, or any other similar provision under federal or state law,
3 which provides:

4 A general release does not extend to claims that the creditor or
5 releasing party does not know or suspect to exist in his or her favor
6 at the time of executing the release and that, if known by him or
7 her, would have materially affected his or her settlement with the
8 debtor or released party.

9 Plaintiff Herlinda Gonzalez's Limited Release of Claims as a Participating Class Member
10 and Aggrieved Employee as well as Plaintiff Herlinda Gonzalez's General Release and Civil
11 Code section 1542 waiver does not include and expressly excludes any release or waiver for any
12 and all claims for wrongful termination and related claims under FEHA against Defendants,
13 including those asserted in the lawsuit pending in the Superior Court of the State of California
14 for the County of Los Angeles, Case No. 23NWCV03102.

15 **E. Release by Defendants**

16 Defendants shall release the representative Plaintiffs from any and all claims associated
17 with their employment with Defendants or related to the filing of the Action.

18 **8. SETTLEMENT ADMINISTRATOR**

19 Plaintiffs and Defendants, through their respective counsel, have selected ILYM Group,
20 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice
21 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all
22 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
23 Administrator, currently estimated to be \$21,950 will be paid from the Gross Settlement Amount.
24 If the actual amount of the Settlement Administration Costs is less than \$21,950, the difference
25 between \$21,950 and the actual Settlement Administration Costs shall be a part of the Net
26 Settlement Amount. If the Settlement Administration Costs exceed \$21,950, then such excess
27 will be paid solely from the Gross Settlement Amount and Defendants will not be responsible
28 for paying any additional funds in order to pay these additional costs.

1 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
2 **PROCESS**

3 **A. Notice to the Settlement Class Members.**

4 (1) No later than (15) calendar days after the Court grants Preliminary
5 Approval of the Settlement, Defendants' Counsel shall provide the Class Data to the Settlement
6 Administrator, in the form of a Microsoft Excel spreadsheet, which will consist of Settlement
7 Class Member identifying information in Eminent, Inc. and Revolve Group, Inc.'s possession
8 including the Class Member's full name, last-known mailing address, last known telephone
9 number(s), Social Security number, and number of Workweeks and Pay Periods, as defined in
10 Paragraphs 1(W) and 1(GG) herein (*i.e.*, based on hire dates, re-hire dates (as applicable),
11 termination dates (as applicable), and payroll records). To protect Class Members' privacy
12 rights, the Settlement Administrator must maintain the Class Data in confidence, use the Class
13 Data only for purposes of this Settlement and for no other purpose, and restrict access to the
14 Class Data to Settlement Administrator employees who need access to the Class Data to effect
15 and perform under this Agreement. Defendants have a continuing duty to immediately notify
16 Class Counsel if they discover that the Class Data omitted class member identifying information
17 and to provide corrected or updated Class Data as soon as reasonably feasible. Without any
18 extension of the deadline by which Defendants must send the Class Data to the Administrator,
19 the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or
20 otherwise resolve any issues related to missing or omitted Class Data. Using best efforts to
21 perform as soon as possible, and in no event later than 14 days after receiving the Class Data,
22 the Administrator will send to all Class Members identified in the Class Data, via first-class
23 United States Postal Service ("USPS") mail, the Class Notice, in English and Spanish,
24 substantially in the form attached to this Agreement as Exhibit A. The first page of the Class
25 Notice shall prominently estimate the dollar amounts of any Individual Settlement Payment
26 and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks
27 and Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices,
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1 the Administrator shall update Class Member addresses using the National Change of Address
2 database..

3 (2) The Class Notice will set forth:

- 4 (a) the Settlement Class Member's estimated Individual Settlement
- 5 Share and Individual PAGA Payment, and the basis for each;
- 6 (b) the information required by California Rule of Court, rule 3.766,
- 7 subdivision (d);
- 8 (c) the material terms of the Settlement;
- 9 (d) the proposed Settlement Administration Costs;
- 10 (e) the definition of the Settlement Class;
- 11 (f) a statement that the Court has preliminarily approved the
- 12 Settlement;
- 13 (g) how the Settlement Class Member can obtain additional
- 14 information, including contact information for Class Counsel;
- 15 (h) information regarding opt-out and objection procedures;
- 16 (i) the date and location of the Final Approval Hearing; and
- 17 (j) that the Settlement Class Member must notify the Settlement
- 18 Administrator no later than the Response Deadline if the
- 19 Settlement Class Member disputes the accuracy of the number of
- 20 Workweeks as set forth on his or her Class Notice ("Workweek
- 21 Dispute"). If a Settlement Class Member fails to timely dispute
- 22 the number of Workweeks attributed to him or her in conformity
- 23 with the instructions in the Class Notice, then he or she shall be
- 24 deemed to have waived any objection to its accuracy and any
- 25 claim to any additional settlement payment based on different
- 26 data.

27 (3) If a Class Notice from the initial notice mailing is returned as
28 undeliverable, the Settlement Administrator will attempt to obtain a current address for the

1 Settlement Class Member to whom the returned Class Notice had been mailed, within five (5)
2 calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class
3 Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator
4 is successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
5 Member within three (3) business days. Further, any Class Notices that are returned to the
6 Settlement Administrator with a forwarding address before the Response Deadline shall be
7 promptly re-mailed to the forwarding address affixed thereto within three (3) business days by
8 the Settlement Administrator.

9 (4) No later than seven (7) calendar days from the Response Deadline, the
10 Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the
11 completion of the notice process, including the number of attempts to obtain valid mailing
12 addresses for and re-sending of any returned Class Notices, as well as the identities, number of,
13 and copies of all Requests for Exclusion and objections/comments received by the Settlement
14 Administrator.

15 **B. Objections.**

16 Only Participating Class Members may object or comment regarding the Settlement. In
17 order for any Participating Class Member to object to this Settlement in writing, or any term of
18 it, he or she must do so by mailing a written objection to the Settlement Administrator at the
19 address or phone number provided on the Class Notice no later than the Response Deadline (or
20 the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
21 shall email a copy of the objection forthwith to Class Counsel and Defendants' counsel and
22 attach each objection, if any, to the declaration that Class Counsel files with the Court in support
23 of the Motion for Final Approval. The objection should set forth in writing: (1) the objector's
24 name; (2) the objector's address; (3) the last four digits of the objector's Social Security Number;
25 (4) the objector's signature; (5) a statement of whether the objector plans to appear at the Final
26 Approval Hearing; and (6) the reason(s) for the objection, along with whatever legal authority,
27 if any, the objector asserts in support of the objection. If a Participating Class Member objects
28 to the Settlement, the Participating Class Member will remain a member of the Settlement Class

1 and if the Court approves this Agreement, the Participating Class Member will be bound by the
2 terms of the Settlement in the same way and to the same extent as a Participating Class Member
3 who does not object. The date of mailing of the Class Notice to the objecting Participating Class
4 Member shall be conclusively determined according to the records of the Settlement
5 Administrator. Participating Class Members need not object in writing to be heard at the Final
6 Approval Hearing; they may object or comment in person at the hearing at their own expense.
7 Class Counsel and Defendants' Counsel may respond to any objection lodged with the Court up
8 to five (5) court days before the Final Approval Hearing.

9 **C. Requesting Exclusion.**

10 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class
11 Action Settlement by mailing a written request to be excluded from the Settlement ("Request for
12 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline
13 (or the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
14 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
15 Number; (3) the Class Member's signature; and (4) the following statement or something to its
16 effect: "Please exclude me from the Settlement Class in the *Gonzalez, et al. v. Eminent, Inc., et*
17 *al.* matter" or any statement standing for the proposition that the Class Member does not wish to
18 participate in the Settlement. The Settlement Administrator shall immediately provide copies of
19 all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the
20 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance
21 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using
22 this procedure will not be entitled to receive any payment from the Settlement and will not be
23 bound by the Settlement Agreement or have any right to object to, appeal, or comment on the
24 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
25 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
26 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
27 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
28 both a Request for Exclusion and an objection. If a Settlement Class Member submits an

1 objection and a Request for Exclusion, the Request for Exclusion will control and the objection
2 will be void. Settlement Class Members who worked during the PAGA Period that submit a
3 valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
4 Individual PAGA Payment, and will be bound by the release encompassed in the PAGA
5 Released Claims.

6 **D. Disputes Regarding Settlement Class Members' Workweeks Data and/or**
7 **Aggrieved Employees' Pay Period Data.**

8 Class Members and Aggrieved Employees will have an opportunity to dispute the
9 information provided in their Class Notice. To the extent Class Members dispute the number of
10 Workweeks or Aggrieved Employees dispute the number of Pay Periods to which they have been
11 credited, those employees may produce evidence to the Settlement Administrator showing that
12 such information is inaccurate. Absent evidence rebutting Defendants' records, Defendants'
13 records will be presumed determinative. However, if a Class Member or Aggrieved Employee
14 produces evidence to the contrary, the Settlement Administrator will evaluate the evidence
15 submitted by the Class Member or Aggrieved Employee and will make the final decision as to
16 the number of Workweeks or Pay Periods that should be applied. All such disputes are to be
17 resolved not later than ten (10) calendar days after the Response Deadline.

18 **E. Extension of Response Deadline for Remailing**

19 If a Class Member's notice is re-mailed, the Class Member shall have fifteen (15) days
20 from the re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is
21 later, in which to postmark a Request for Exclusion, written objection or to dispute their
22 attributed Workweek count in the Class Period and/or PAGA Period.

23 **F. Cooperation**

24 If the Settlement Administrator, Defendants, or Class Counsel are contacted by or
25 otherwise discover any persons who believe they should have been included in the Class List
26 and should have received a Class Notice, the Parties will expeditiously meet and confer, and in
27 good faith in an effort to agree on whether to include them as Class Members. If the Parties
28 agree, such persons will be Class Members entitled to the same rights as other Class Members,

1 and the Settlement Administrator will send, via email or overnight delivery, a Class Notice
2 requiring them to exercise options under this Agreement not later than fifteen (15) days after
3 receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

4 **10. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA**
5 **PAYMENTS TO PLAINTIFFS, PARTICIPATING CLASS MEMBERS, AND**
6 **AGGRIEVED EMPLOYEES**

7 An Individual Settlement Payment is calculated on a *pro rata* basis by (a) dividing the
8 Net Settlement Amount by the total number of Workweeks worked by all Participating Class
9 Members during the Class Period and (b) multiplying the result by each Participating Class
10 Member's Workweeks.

11 An Individual PAGA Payment is calculated on a *pro rata* basis by (a) dividing the
12 amount of the Aggrieved Employees' 25% share of PAGA Penalties, \$12,500.00, by the total
13 number of Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b)
14 multiplying the result by each Aggrieved Employee's Pay Periods. Aggrieved Employees
15 assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

16 **11. DISTRIBUTION OF PAYMENTS**

17 **A. Distribution of Individual Settlement Payments.**

18 Participating Class Members will receive an Individual Settlement Payment. All
19 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
20 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
21 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
22 eighty (180) calendar days after the date of their issuance. For any Class Member whose
23 Individual Settlement Payment check or Individual PAGA Payment check is uncashed and
24 cancelled after the void date, within seven (7) calendar days after the expiration of the 180-day
25 period, the Settlement Administrator shall cancel such checks and transmit the funds
26 represented by such checks to the California Controller's Unclaimed Property Fund in the
27 name of the Participating Class Member or Aggrieved Employee to whom the check had been
28 issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of

1 Civil Procedure Section 384, subd. (b). If the Court requires the Parties to select a *cy pres*
2 recipient pursuant to California Code of Civil Procedure section 384, the Parties shall select a
3 mutually agreeable entity in which neither the Parties nor their counsel has an affiliation or
4 relationship creating the appearance of. The Settlement Administrator shall then prepare a
5 report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the
6 report shall be presented to the Court by Class Counsel along with a proposed amended
7 judgment that is consistent with the provisions of Code of Civil Procedure section 384.

8 The Parties, Class Counsel and Defense Counsel represent that they are not aware of
9 any other pending matter or action asserting claims that will be extinguished or affected by the
10 Settlement.

11 **B. Funding of Settlement.**

12 Within thirty (30) calendar days after the Final Approval Date, Eminent, Inc. shall deposit
13 the Gross Settlement Amount in the amount of Two Million One Hundred Thousand Dollars and
14 Zero Cents (\$2,100,000.00) (or the escalated GFV should the same be escalated pursuant to
15 Paragraph 17) along with the related employer's share of taxes to the Settlement Administrator
16 (*i.e.*, Employer's Taxes) pursuant to Internal Revenue Code section 1.468B-1 for deposit in an
17 interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution,
18 for distribution in accordance with this Agreement and the Court's orders and subject to the
19 conditions described herein.

20 Individual Settlement Payments and Individual PAGA Payments shall be paid
21 exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from
22 the QSA shall be made for (1) the Incentive Awards to Plaintiffs as specified in this Agreement
23 and approved by the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as
24 specified in this Agreement and approved by the Court; (3) the Settlement Administration Costs,
25 as specified in this Agreement and approved by the Court; (4) the LWDA Payment, as specified
26 in this Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon
27 remaining shall constitute the Net Settlement Amount from which Individual Settlement
28 Payments shall be made to Participating Class Members, less applicable taxes and withholdings.

1 All interest accrued shall be for the benefit of Participating Class Members and distributed on a
2 *pro rata* basis.

3 **C. Time for Distribution.**

4 No more than seven (7) calendar days after payment of the full Gross Settlement Amount
5 by Defendants (as the same may be increased to in accordance with Paragraph 17), as well as
6 Employer Taxes, the Settlement Administrator shall distribute all payments due under the
7 Settlement, including the Individual Settlement Payments to Participating Class Members and
8 Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments
9 for the Incentive Awards to Plaintiffs, attorneys' fees and litigation costs and expenses to Class
10 Counsel, administration costs to the Settlement Administrator, and the LWDA Payment to the
11 LWDA.

12 **12. ATTORNEYS' FEES AND LITIGATION COSTS**

13 Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys'
14 fees of up to thirty-five percent (35%) of the Gross Settlement Amount, which shall amount to
15 Seven Hundred Thirty-Five Thousand Dollars and Zero Cents (\$735,000.00), unless that amount
16 is escalated pursuant to Paragraph 17. Class Counsel shall further apply for, and Defendants shall
17 not oppose, an application or motion by Class Counsel for reimbursement of actual costs
18 associated with Class Counsel's prosecution of this matter as set forth by declaration testimony
19 in an amount up to Forty-Five Thousand Dollars and Zero Cents (\$45,000.00). Awards of
20 attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future
21 attorneys' fees and costs necessary to prosecute, settle, and obtain Final Approval of the
22 settlement in the Action. The "future" aspect of the amounts stated herein includes, without
23 limitation, all time and expenses expended by Class Counsel (including any appeals therein),
24 except for any matters that arise from Defendants' failure to materially comply with the terms of
25 this Agreement. There will be no additional charge of any kind to either the Settlement Class
26 Members or request for additional consideration from Defendants for such work unless, in the
27 event of a material breach of this Agreement by Defendants, Plaintiffs are required to move the
28 Court for enforcement of this Agreement. Should the Court approve attorneys' fees and/or

litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

13. INCENTIVE AWARDS TO PLAINTIFFS

Plaintiffs shall seek, and Defendants shall not oppose, a service award for Plaintiff Gonzalez in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), for Plaintiff Franco in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) , and for Plaintiff Luna in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for their participation in and assistance with the Action. Any Incentive Awards awarded to Plaintiffs shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If the Court approves Incentive Awards to Plaintiffs in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. TAXATION AND ALLOCATION

A. Each Participating Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% to interest and penalties (to be reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree that the employee's share of taxes and withholdings with respect to the wage-portion of the Participating Individual Settlement Share will be withheld from the Participating Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

B. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the

processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

C. All Employer Taxes shall be paid by Eminent, Inc. separate and apart from the Gross Settlement Amount.

D. Neither Counsel for Plaintiffs nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA (\$12,500.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on a *pro rata* basis based upon their respective number of Pay Periods worked for Defendants during the PAGA Period (*i.e.*, the Individual PAGA Payments).

16. COURT APPROVAL

This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement, and that the LWDA does not intervene and/or object to the Settlement. Plaintiffs are responsible for providing notice of the settlement and the preliminary approval hearing to the LWDA as required by PAGA. In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

1 **17. INCREASE IN WORKWEEKS**

2 Defendants represent that there are no more than 245,670 Workweeks worked by Class
3 Members during the Class Period. In the event the number of Workweeks worked increases by
4 more than 10%, or 24,567 Workweeks worked (*i.e.*, collectively more than 270,237
5 workweeks), then then Defendants may elect to either (a) end the Class Period on the date on
6 which the number of Workweeks reached 270,237, or (b) increase the GSA on a *pro rata* basis
7 by any increase after that trigger threshold (*i.e.*, a 14% increase in Workweeks would result in
8 a 4% increase in the GSA, and so forth).

9 **18. VOIDING OF SETTLEMENT AND RETURN OF GROSS SETTLEMENT**
10 **AMOUNT AND EMPLOYERS' TAXES**

11 Not including the opt outs of any Class Members and employees who already have
12 pending lawsuits against Defendants and choose to opt out of this Settlement, if more than
13 10% of Class Members validly opt out of the class (*i.e.*, timely submit a valid opt out),
14 Defendants will have the right, but not the obligation, to void the Settlement, but will still have
15 to pay the Settlement Administration Costs incurred as of the date that Defendants exercise the
16 right to void the Class Settlement. Defendants shall notify Class Counsel and the Court whether
17 they are exercising this right to void the Settlement not later than five (5) days after the
18 Settlement Administrator notifies the Parties of the number of valid opt outs it has received.
19 The Parties and their counsel agree that they will not take any action inconsistent with this
20 Settlement, including, without limitation, encouraging Class Members to opt out of the
21 Settlement.

22 **19. NOTICE OF JUDGMENT**

23 In addition to any duties set out herein, the Settlement Administrator shall provide
24 notice of the Final Judgment entered in the Action by posting the same on its website for at
25 least four (4) years after the Judgment becomes final.

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1 **20. MISCELLANEOUS PROVISIONS**

2 **A. No Admission of Liability, Class Certification or Representative**
3 **Manageability for Other Purposes.**

4 This Agreement represents a compromise and settlement of highly disputed claims.
5 Nothing in this Agreement is intended or should be construed as an admission by Defendants
6 that any of the allegations in the Operative Complaints have merit or that Defendants have any
7 liability for any claims asserted; nor should it be intended or construed as an admission by
8 Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class
9 certification and representative treatment is for purposes of this Settlement only. If, for any
10 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
11 Defendants reserve the right to contest certification of any class for any reasons, and
12 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the
13 right to move for class certification on any grounds available and to contest Defendants'
14 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
15 have no bearing on, and will not be admissible in connection with, any litigation (except for
16 proceedings to enforce or effectuate the Settlement and this Agreement).

17 **B. Attorney Authorization.**

18 Class Counsel and Defense Counsel separately warrant and represent that they are
19 authorized by Class Representatives and Defendants, respectively, to take all appropriate
20 action required or permitted to be taken by such Parties pursuant to this Agreement to
21 effectuate its terms, and to execute any other documents reasonably required to effectuate the
22 terms of this Agreement, including any amendments to this Agreement.

23 **C. No Prior Assignments.**

24 The Parties separately represent and warrant that they have not directly or indirectly
25 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person
26 or entity and portion of any liability, claim, demand, action, cause of action, or right released
27 and discharged by the Party in this Settlement.

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1 **D. No Tax Advice.**

2 Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any
3 advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
4 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
5 as amended) or otherwise.

6 **E. Modification of Agreement.**

7 This Agreement, and all parts of it, may be amended, modified, changed, or waived
8 only by an express written instrument signed by all Parties or their representatives, and
9 approved by the Court.

10 **F. Agreement Binding on Successors.**

11 This Agreement will be binding upon, and inure to the benefit of, the successors of each
12 of the Parties.

13 **G. Applicable Law.**

14 All terms and conditions of this Agreement and its exhibits will be governed by and
15 interpreted according to the internal laws of the state of California, without regard to conflict
16 of law principles.

17 **H. Cooperation in Drafting.**

18 The Parties have cooperated in the drafting and preparation of this Agreement. This
19 Agreement will not be construed against any Party on the basis that the Party was the drafter
20 or participated in the drafting.

21 **I. Confidentiality**

22 To the extent permitted by law, all agreements made, and orders entered during the
23 Action and in this Agreement relating to the confidentiality of information shall survive the
24 execution of this Agreement.

25 **J. Headings.**

26 The descriptive heading of any section or paragraph of this Agreement is inserted for
27 convenience of reference only and does not constitute a part of this Agreement.

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1 **K. Stay of Litigation.**

2 The Parties agree that upon the execution of this Agreement the litigation shall be
3 stayed, except to effectuate the terms of this Agreement. The Parties further agree that in the
4 event that the Court does not grant final approval of the Settlement, this Agreement shall
5 constitute a stipulation pursuant to CCP section 583.330 extending the date to bring a case to
6 trial under CCP section 583.310 for the entire period of the settlement process.

7 **L. Interpretation of the Agreement.**

8 This Agreement constitutes the entire agreement between Plaintiffs and Defendants with
9 respect to settlement of the Class Action, PAGA Action, and PAGA Notices. Except as expressly
10 provided herein, this Agreement has not been executed in reliance upon any other written or oral
11 representations or terms, and no such extrinsic oral or written representations or terms shall
12 modify, vary or contradict its terms. In entering into this Agreement, the Parties agree that this
13 Agreement is to be construed according to its terms and may not be varied or contradicted by
14 extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
15 of California, both in its procedural and substantive aspects, without regard to its conflict of law
16 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof,
17 will be resolved solely and exclusively in the Superior Court of the State of California for the
18 County of Los Angeles, and Plaintiffs and Defendants hereby consent to the personal jurisdiction
19 of the Court in the Action over it solely in connection therewith. Plaintiffs, on Plaintiffs' own
20 behalfs and on behalf of the Settlement Class, and Defendants participated in the negotiation and
21 drafting of this Agreement and had available to them the advice and assistance of independent
22 counsel. As such, neither Plaintiffs nor Defendants may claim that any ambiguity in this
23 Agreement should be construed against the other. The Agreement may be modified only by a
24 writing signed by the Parties or their successors in interest and approved by the Court.

25 **M. Further Cooperation.**

26 Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare
27 and execute all documents, to seek the necessary approvals from the Court, and to do all things
28 reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties

1 agree that they will not take any action inconsistent with this Agreement, including, without
2 limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds
3 that any Party has taken actions inconsistent with the Settlement, including, without limitation,
4 encouraging Class Members to opt out of the Settlement, the Court may take any corrective
5 actions, including enjoining any Party from communicating regarding the Settlement on an *ex*
6 *parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or
7 terminating sanctions against that Party, and/or enforcing this Agreement despite the presence
8 of opt-outs and/or objections.

9 **N. Counterparts.**

10 The Agreement may be executed in one or more actual or non-original counterparts, all
11 of which will be considered one and the same instrument and all of which will be considered
12 duplicate originals.

13 **P. Authority.**

14 Each individual signing below warrants that he or she has the authority to execute this
15 Agreement on behalf of the party for whom or which that individual signs.

16 **Q. No Third-Party Beneficiaries.**

17 Plaintiffs, Participating Class Members, Aggrieved Employees, Class Counsel, and
18 Defendants are direct beneficiaries of this Agreement, but there are no third-party beneficiaries.

19 **R. Deadlines Falling on Weekends or Holidays.**

20 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
21 or legal holiday, that deadline shall be continued until the following business day.

22 **S. Severability.**

23 In the event that one or more of the provisions contained in this Agreement shall for any
24 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
25 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
26 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
27 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

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IT IS SO AGREED:

Herinda Gonzalez

IT IS SO AGREED:

Teresa
franco

IT IS SO AGREED:

Ritina

IT IS SO AGREED:

Defendant Eminent, Inc., doing business as _____
 “Revolve”
 By: _____
 Its: _____

Defendant Revolve Group, Inc.
By:
Its:

1 **IT IS SO AGREED:**

2
3 Dated: _____, 2026

Defendant Michael Mente

4
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7
8 **AGREED AS TO FORM ONLY:**

9
10 Dated: March 9, 2026



Jasmin K. Gill
Ashlie E. Fox
J. Gill Law Group, P.C.
**Counsel for Plaintiffs Herlinda Gonzalez,
Teresa Franco, and Rita Luna**

11
12
13
14
15 Dated: _____, 2026

Diana M. Estrada
Brian C. Foster
Wilson, Elser, Moskowitz, Edelman,
and Dicker LLP
**Counsel for Defendants Eminent, Inc.,
Revolve Group, Inc., and Michael Mente**

T. Jurisdiction of the Court

Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing, and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

IT IS SO AGREED:

Dated: _____, 2026

HERLINDA GONZALEZ
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: _____, 2026

TERESA FRANCO
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: _____, 2026

RITA LUNA
Plaintiff and Class Representative

IT IS SO AGREED:

Dated: 3/11/2026

Signed by:

3023DCEFD19A412

Defendant Eminent, Inc., doing business as
“Revolve”
By: Michael Mente
Its: CEO

IT IS SO AGREED:

Dated: 3/11/2026

Signed by:

3023DCEFD19A412

Defendant Revolve Group, Inc.
By: Michael Mente
Its: CEO

1 **IT IS SO AGREED:**

2
3 Dated: 3/11/2026 _____

Signed by:

Michael Mente

3023DCDED19A412

Defendant Michael Mente

4
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6
7
8 **AGREED AS TO FORM ONLY:**

9
10 Dated: _____, 2026

11 _____
12 Jasmin K. Gill
13 Ashlie E. Fox
14 J. Gill Law Group, P.C.
15 **Counsel for Plaintiffs Herlinda Gonzalez,**
16 **Teresa Franco, and Rita Luna**

17 Dated: March 13, 2026

18 
19 _____
20 Diana M. Estrada
21 Brian C. Foster
22 Wilson, Elser, Moskowitz, Edelman,
23 and Dicker LLP
24 **Counsel for Defendants Eminent, Inc.,**
25 **Revolve Group, Inc., and Michael Mente**

Exhibit A

NOTICE OF PROPOSED CLASS ACTION AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL APPROVAL

Herlinda Gonzalez, et al. v. Eminent, Inc., et al.

(County of Los Angeles, California Superior Court Case No. 22STCV31998, consolidated with 22STCV31958)

As a current or former non-exempt employee for Eminent, Inc. and/or Revolve Group, Inc. in California, you are entitled to receive money from a class action settlement.

Please read this Notice carefully. This Notice relates to a proposed settlement of class action litigation. If you are a Class Member, it contains important information about your right to receive a payment from the Settlement fund.

You have received this Notice of Class Action and PAGA Action Settlement because the records of Eminent, Inc. doing business as “Revolve”, Revolve Group, Inc., and Michael Mente (“Defendants”) show you are a “Class Member” and/or an “Aggrieved Employee”, and therefore entitled to a payment from this class action and PAGA action settlement. Class Members are all current or former non-exempt employees of Eminent, Inc. and/or Revolve Group, Inc. during the period of April 6, 2020 through [the date of preliminary approval or an earlier date on which the total number of Workweeks reaches but does not exceed 270,237 should Defendants make that election] (“Class Period”) in the State of California. Aggrieved Employees are all non-exempt employees of Eminent, Inc. and/or Revolve Group, Inc. who worked during the period of June 9, 2021 through the end date of the Class Period (“PAGA Period”) in the State of California.

- The settlement resolves class action and PAGA lawsuits, *Herlinda Gonzalez, et al. v. Eminent, Inc., et al.* (the “Lawsuits”), which allege Defendants: (1) failed to pay Class Members overtime wages, (2) failed to pay Class Members minimum wages, (3) failed to provide Class Members legally-compliant meal breaks under California law, (4) failed to provide Class Members legally-compliant rest breaks under California law, (5) failed to timely pay all wages due upon termination or resignation, (6) failed to provide Class Members with legally compliant wage statements, (7) failed to reimburse employees for business expenses, (8) failed to timely pay wages during employment, and (9) engaged in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek penalties under the California Labor Code Private Attorney Generals Act (“PAGA”) for violation of a number of Labor Code statutes, discussed further below, pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
- Defendants vigorously deny the claims in the Lawsuits and contend that they fully complied with all applicable laws.
- The parties have agreed to settle this matter to avoid uncertainty, inconvenience, disruption to business, and the expense of protracted litigation.
- On [REDACTED], the Los Angeles County Superior Court granted preliminary approval of this class action and PAGA action settlement and ordered that all Class Members be notified of the settlement. The Court has not made any determination of the validity of the claims in the Lawsuits.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING AND RECEIVE PAYMENT	Get a payment, and give up your legal rights to pursue claims released by the settlement of the Lawsuits.
OPT OUT OF THE SETTLEMENT	Exclude yourself from the settlement, get no payment for settlement of the class claims, and retain your legal rights to individually pursue the class claims that would otherwise be released by the settlement of the Lawsuits. If you worked

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

	during the PAGA Period as a non-exempt employee of Eminent, Inc. and/or Revolve Group, Inc. as well, then you will be deemed an “Aggrieved Employee” and you will still receive your share of the proceeds available from the settlement of the PAGA Released Claims, defined below, (your “Individual PAGA Payment”) regardless of whether you opt out of the class settlement.
OBJECT TO THE SETTLEMENT	If you do not opt out of the class action settlement, you may write to the settlement administrator, ILYM Group, Inc. (“Settlement Administrator”), about why you object to the settlement and they will forward your concerns to counsel, who will then provide your objection to the Court. If the Court approves the Settlement despite your objection, you will still be bound by the Settlement. Regardless of whether you submit a written objection, you or your attorney may also address the Court during the final approval hearing scheduled for [DATE AND TIME] in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012.

The final fairness and approval hearing on the adequacy, reasonableness, and fairness of the settlement will be held at [REDACTED] .m. on [REDACTED], in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 9, Los Angeles, California 90012. You are not required to attend the hearing, but you are welcome to do so.

Why Am I Receiving This Notice?

Defendants’ records show that you currently work, or previously worked, for Eminent, Inc. and/or Revolve Group, Inc. as a non-exempt employee during the period of April 6, 2020 through [date of preliminary approval or an earlier date on which the total number of Workweeks reaches but does not exceed 270,237 should Defendants make that election]. You were sent this Class Notice because you have a right to know about a proposed settlement of a class action lawsuit, and about all of your options before the Court decides whether to finally approve the settlement. If the Court approves the settlement and then any objections and appeals are resolved, a Settlement Administrator appointed by the Court, will make the payments described in this Notice. This Notice explains the Lawsuits, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

What Is This Case About?

Herlinda Gonzalez, Teresa Franco, and Rita Luna were non-exempt employees for Defendants in California. They are the “Plaintiffs” in this case and are suing on behalf of themselves, Class Members, and Aggrieved Employees for Defendants’ alleged failure to pay overtime wages, failure to pay minimum wages, failure to provide legally-compliant meal and rest breaks under California law, failure to provide compliant wage statements, failure to timely pay all wages due upon termination or resignation, failure to reimburse employees for business expenses, failure to timely pay wages during employment, and engagement in unfair business practices. Based on these and other alleged Labor Code violations, Plaintiffs also seek to recover penalties under the California Labor Code Private Attorney Generals Act pursuant to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.

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Defendants deny all of the allegations made by Plaintiffs and deny that they violated any law. The Court has made no ruling on the merits of Plaintiffs' claims. The Court has only preliminarily approved this settlement. The Court will decide whether to give final approval to the settlement at the final fairness and approval hearing.

Summary of the Settlement Terms

Plaintiffs and Defendants have agreed to settle this case on behalf of themselves and the Class Members and Aggrieved Employees for the gross settlement amount of \$2,100,000.00 ("Gross Settlement Amount"), unless the Gross Settlement Amount is escalated pursuant to the settlement agreement ("Agreement"). The Gross Settlement Amount shall be paid by Eminent, Inc. and includes: (1) administration fees and costs of up to \$21,950.00; (2) a service payment of up to \$10,000.00 to Plaintiff Herlinda Gonzalez for her time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (3) a service payment of up to \$7,500.00 to Plaintiff Teresa Franco for her time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (4) a service payment of up to \$7,500.00 to Plaintiff Rita Luna for her time and effort in pursuing this case and in exchange for a broader release of claims against Defendants; (5) up to 35% in attorneys' fees which, unless the Gross Settlement Amount is escalated pursuant to the Agreement, amounts to \$735,000.00 in attorneys' fees (pursuant to the Settlement Agreement, if the Gross Settlement Amount is increased due to an increase in the number of Workweeks worked by the aggregate settlement class, the attorneys' fees requested will also increase because it is a percentage of the Gross Settlement Amount); (4) actual litigation costs up to \$35,000.00 to Class Counsel; and (5) payment allocated to PAGA penalties in the amount of \$50,000.00, \$37,500.00 of which will be payable to the Labor and Workforce Development Agency ("LWDA") and \$12,500.00 of which will be payable to Aggrieved Employees. After deducting these sums, a total of approximately \$1,233,050.00 will be available for distribution to Class Members ("Net Settlement Amount"). An additional \$12,500.00 will be payable to and divided among Aggrieved Employees on a *pro rata* pay period basis. In addition to the Gross Settlement Amount, Eminent, Inc. will separately pay all employer-side payroll tax payments due and payable to federal and state tax authorities as a result of this Settlement. Per the terms of the Settlement, Eminent, Inc. shall have paid the full sum of the Gross Settlement Amount no later than thirty (30) calendar days after the Court finally approves the settlement.

Distribution to Class Members and Aggrieved Employees

Class Members who do not opt out will receive a *pro rata* payment based on the number of workweeks worked by Class Members for Defendants during the Class Period ("Class Member's Workweeks"). Specifically, to determine each Settlement Class Member's Individual Settlement Share, the Settlement Administrator will use the following formula: Individual Settlement Share = (Net Settlement Amount ÷ Class Workweeks) × Settlement Class Member's Workweeks. In addition, Aggrieved Employees who worked during the PAGA Period will receive a *pro rata* share of the \$12,500 allocated as PAGA penalties, whether or not they opt out of the class action settlement, based on the number of pay periods worked by the Aggrieved Employee for Defendants during the PAGA Period. The Settlement Administrator will determine the total number of pay periods worked by each Aggrieved Employee for Defendants during the PAGA Period ("Aggrieved Employee's Pay Periods"), as well as the aggregate number of pay periods worked by all Aggrieved Employees during the PAGA Period ("PAGA Pay Periods"). To determine each Aggrieved Employee's Individual PAGA Payment, the Settlement Administrator will use the following formula: Aggrieved Employee's Individual PAGA Payment = ([\$12,500 ÷ PAGA Pay Periods] x Aggrieved Employee's Pay Periods).

Defendants' records indicate that you worked [Eligible Workweeks] as a non-exempt employee in California during the Class Period and [Eligible Pay Periods] during the PAGA Period. Based on these records, your estimated payment as a Class Member would be [\$Estimated Award] and your estimated payment for PAGA civil penalties as an Aggrieved Employee would be [\$Estimated Award]. If you believe this information is incorrect and wish to dispute it, you must mail a dispute to the Settlement Administrator no later than [RESPONSE DEADLINE]. Please include any documentation you have that you contend supports your dispute. This is an estimate and is subject to change.

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Tax Reporting

100% of the payments for PAGA penalties to Aggrieved Employees will be allocated as penalties reported on an IRS Form 1099; 20% of each Class Member's settlement payment will be allocated as wages and reported on an IRS Form W-2; and 80% will be allocated as penalties and interest reported on an IRS Form 1099. This notice is not intended to provide legal or tax advice on your settlement share.

Your Options Under the Settlement

Option 1 – Do Nothing and Receive Your Payment

If you do not opt out, you are automatically entitled to your settlement check because you are a Class Member. If you do not dispute your settlement share calculation and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, if you are a Class Member, you do not need to take any action to receive the settlement payment set forth above.**

Settlement payment checks must be cashed soon after receipt. The settlement checks will be able to be cashed for 180 days after they are issued. Within 7 days after expiration of the 180-day period, the settlement checks will no longer be able to be cashed. Any funds represented by settlement checks remaining uncashed for more than 180 days after issuance shall be considered unpaid, unclaimed or abandoned funds and shall be transmitted to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member or Aggrieved Employee to whom the check had been issued.

Class Members who do not submit a valid and timely opt out (pursuant to Option 2 below), will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged Eminent, Inc., doing business as "Revolve", and Revolve Group, Inc., as well as each of their parent companies, subsidiaries, related companies, affiliates, dbas, shareholders, and any past, present or future officers, directors, owners, members, attorneys, insurers, and employees, predecessors, successors, and assigns, and Michael Mente (the "Released Parties") of all Released Claims (defined below) he or she may have or had upon final approval of this settlement, entry of judgment, and payment by Eminent, Inc. to the Settlement Administrator of the full Gross Settlement Amount and employer taxes pursuant to the Agreement.

"Class Released Claims" means of all claims, rights, demands, damages, liabilities, and causes of action, in law or in equity, arising at any time during the Class Period for the claims brought by Plaintiffs against Defendants in the Action, or that could have been brought by Plaintiffs against Defendants in the Action, except for any claim(s) for civil penalties under PAGA.

"PAGA Released Claims", which applies to all Aggrieved Employees, means, only claims for civil penalties under PAGA brought in the Action against Defendants and alleged in the PAGA Notices filed with the LWDA on June 9, 2022, January 3, 2025 and September 30, 2025 by Plaintiffs against Defendants, which arose during the PAGA Period against Defendants.

The Class Released Claims and PAGA Released Claims shall be referred to herein as the "Released Claims."

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the Class Member settlement, you may exclude yourself by submitting a written request to be excluded from the Class. Your written request must expressly and clearly indicate that you do not want to participate in the settlement, and you desire to be excluded from the settlement. The written request for exclusion

Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

must include your name, your Social Security Number, your signature, and the following statement or something to its effect: “Please exclude me from the Settlement Class in the *Herlinda Gonzalez, et al. v. Eminent, Inc., et al.* matter” or any statement standing for the proposition that you do not wish to participate in the settlement. Sign, date, and mail your written request for exclusion by U.S. First-Class Mail to the address below.

The proposed settlement includes the settlement of the PAGA Released Claims. An employee may not request exclusion from the settlement of the PAGA Released Claims. Thus, if the court approves the settlement, then even if you request exclusion from the settlement, you will still receive an Individual PAGA Payment for the PAGA Released Claims and will be deemed to have released the PAGA Released Claims. A request for exclusion will preserve your right to individually pursue only the remaining Class Released Claims.

[Settlement Administrator]
[Mailing Address]

The written request to be excluded from the Settlement must be postmarked or received by the Administrator not later than **[RESPONSE DEADLINE]**. If you exclude yourself from the settlement then you will get no payment as a Class Member, and retain your legal rights to pursue claims, other than the PAGA Released Claims, that would otherwise be released by the settlement of the Lawsuits.

Option 3 – *Submit an Objection to the Settlement*

If you do not exclude yourself from the settlement and wish to object to the settlement, you may submit an objection in writing stating why you object to the settlement. Your objection must provide your full name, your address, the last 4 digits of your social security number, your signature, a statement of whether you plan to appear at the final fairness and approval hearing, and your reasons for why you think the Court should not approve the settlement, along with any legal authority, if any, you assert supports your objection. The Court will consider oral objections at the Final Approval hearing even if no written objections have been submitted. You may orally object in person or through counsel at the Final Approval hearing, even if you did not submit written objection. Your written objection must be mailed to the Settlement Administrator no later than **[RESPONSE DEADLINE]**. Please note that you cannot both object to the Settlement and exclude yourself. If the Court overrules your objection, you will be bound by the Settlement and will receive your Class Member settlement payment.

Final Fairness Hearing

You may, if you wish, also appear at the Final Fairness and Approval Hearing set for [redacted] at [redacted] .m. in the Spring Street Courthouse of Los Angeles County Superior Court, located at 312 N. Spring Street, Dept. 9, Los Angeles, California 90012, and discuss your objections with the Court and the parties at your own expense. You may also retain an attorney to represent you at the hearing at your own expense.

Change of Address

If you move after receiving this notice, if it was misaddressed, or if for any reason you want your settlement payment or future correspondence concerning this Lawsuit to be sent to a different address, you must supply your preferred address to the Settlement Administrator.

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Questions? Contact the Settlement Administrator toll free at [PHONE NUMBER]

Additional Information

This Notice of Class Action Settlement is only a summary of this case and the settlement. For a more detailed statement of the matters involved in this case and the settlement, you may visit www. .com, call the Settlement Administrator at [\[PHONE NUMBER\]](tel:[PHONE NUMBER]) or Class Counsel, who may be reached as follows:

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You may also visit the Settlement Administrator's website at [\[WEBSITE\]](http://[WEBSITE]) to gain access to key documents in this case, including the Operative Complaints, the Settlement Agreement, Class Notice, the Order Granting Preliminary Approval of this Settlement, the Order Granting Final Approval of this Settlement, and the Final Judgment.

You may also refer to the pleadings, the Settlement Agreement, and other papers filed in this case, which may be inspected at the Office of the Clerk of the Los Angeles County Superior Court, located at [\[ADDRESS\]](http://[ADDRESS]), during regular business hours of each court day. You may also obtain these documents through the Court's website at <https://www.lacourt.ca.gov/paos/v2web3/DocumentImages>.

All inquiries by Class Members regarding this Notice of Class Action and PAGA Action Settlement and/or the settlement should be directed to the Settlement Administrator.

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

Questions? Contact the Settlement Administrator toll free at [\[PHONE NUMBER\]](tel:[PHONE NUMBER])