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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

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

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

1 This Amended 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 March 30, 2026.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

S. “**PAGA Period**” means the period from June 9, 2021 through the end date of the Class Period (*i.e.*, March 30, 2026).

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

U. “Participating Individual Settlement Share” means the gross amount of the Net Settlement Amount that a Participating Class Member is eligible to receive based on the number of Workweeks that he or she worked during the Class Period once all opt-outs have been factored in, excluding any Individual PAGA Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

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

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

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

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

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

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

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

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

4 **DD. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
7 and Spanish, calculating Individual Settlement Shares and Individual Settlement Payments and
8 associated taxes and withholdings, providing declarations, generating Individual Settlement
9 Payment checks and related tax reporting forms, doing administrative work related to unclaimed
10 checks, transmitting payment to Class Counsel for the Court-approved amounts for attorneys’
11 fees and reimbursement of litigation costs and expenses, to Plaintiffs for their Incentive Awards,
12 and to the LWDA from the LWDA Payment, providing weekly reports of opt-outs, objections
13 and related information, and any other actions of the Settlement Administrator as set forth in this
14 Agreement, all pursuant to the terms of this Agreement. The Settlement Administration Costs
15 are estimated not to exceed \$21,950. If the actual amount of the Settlement Administration Costs
16 is less than \$21,950, the difference between \$21,950 and the actual Settlement Administration
17 Costs shall be a part of the Net Settlement Amount without any reversion to Defendants. In the
18 event that the Court approves Settlement Administration Costs that exceed \$21,950, then such
19 excess will be paid solely from the Gross Settlement Amount and Defendants will not be
20 responsible for paying any additional funds in order to pay these additional costs.

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

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.

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

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

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

3. JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of the Action. The Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted Final Approval of the Settlement and entered judgment, the Court shall retain jurisdiction over the Parties to enforce the terms of the judgment 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
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1 Settlement. The Court shall retain jurisdiction over the Parties to enforce the settlement until
2 performance in full of the terms of the Settlement Agreement, in accordance with Code of Civil
3 Procedure section 664.6.

4 **7. RELEASE OF CLAIMS**

5 **A. Release by All Participating Class Members.**

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

15 **B. Release by All Aggrieved Employees**

16 All Aggrieved Employees (and, to the extent permitted by law, the State of California)
17 are deemed to release, on behalf of themselves and their respective former and present
18 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
19 Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged,
20 or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and
21 the PAGA Notices filed with the LWDA on June 9, 2022, January 3, 2025, and September 30,
22 2025 by Plaintiffs against Defendants, which arose during the PAGA Period against Defendants
23 (the "PAGA Released Claims"). The Class Released Claims and PAGA Released Claims shall
24 be referred to herein as the "Released Claims".

25 **C. Claims Not Released**

26 The Released Claims above in paragraph 7(A) and paragraph 7(B) expressly exclude all
27 other claims, including claims for vested benefits, wrongful termination, claims arising under
28

1 the Fair Employment and Housing Act (“FEHA”), including Plaintiff Herlinda Gonzalez’s
2 claims for wrongful termination and related claims under the Fair Employment and Housing Act
3 (“FEHA”) against Defendants including those asserted in the lawsuit pending in the Superior
4 Court of the State of California for the County of Los Angeles, Case No. 23NWCV03102, and
5 claims and benefits, or rights to seek benefits, for unemployment insurance, disability, social
6 security, and workers’ compensation, and any other claims outside of the Class Released Claims
7 of Participating Class Members, including Plaintiffs, arising during the Class Period and the
8 PAGA Released Claims of Aggrieved Employees, including Plaintiffs (and, to the extent
9 permitted by law, the State of California) arising outside of the PAGA Period.

10 **D. General Release.**

11 With the exception of Plaintiff Herlinda Gonzalez’s claims for wrongful termination and
12 related claims under FEHA against Defendants, including those asserted in the lawsuit pending
13 in the Superior Court of the State of California for the County of Los Angeles, Case No.
14 23NWCV03102, Plaintiffs and each of their respective former and present spouses,
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
16 release and discharge Released Parties from all claims, transactions, or occurrences arising out
17 of Plaintiffs’ employment that occurred prior to the date of execution of this agreement,
18 including, but not limited to: (a) all claims that were, or reasonably could have been, alleged,
19 based on the facts contained, in the Operative Complaints and (b) all PAGA claims that were, or
20 reasonably could have been, alleged based on facts contained in the Operative Complaints and
21 Plaintiffs’ PAGA Notice (“General Release”). Plaintiffs’ General Release does not extend to any
22 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
23 benefits, disability benefits, social security benefits, workers’ compensation benefits that arose
24 at any time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that
25 Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs
26 now know or believes to be true but agree, nonetheless, that Plaintiffs’ General Release shall be
27 and remain effective in all respects, notwithstanding such different or additional facts or
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1 Plaintiffs' discovery of them. With respect to the General Release provided herein, except as
2 stated below, Plaintiffs stipulate and agree that, through the Final Approval Date and payment
3 by Eminent, Inc. to the Settlement Administrator of the full Gross Settlement Amount and
4 Employers' Taxes necessary to effectuate the Settlement, they shall have expressly waived and
5 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of Section
6 1542 of the California Civil Code, or any other similar provision under federal or state law,
7 which provides:

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

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

18 **E. Release by Defendants**

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

21 **8. SETTLEMENT ADMINISTRATOR**

22 Plaintiffs and Defendants, through their respective counsel, have selected ILYM Group,
23 Inc. to administer the Settlement, which includes but is not limited to translating the Class Notice
24 to Spanish, distributing and responding to inquiries about the Class Notice and calculating all
25 amounts to be paid from the Gross Settlement Amount. Charges and expenses of the Settlement
26 Administrator, currently estimated to be \$21,950 will be paid from the Gross Settlement Amount.
27 If the actual amount of the Settlement Administration Costs is less than \$21,950, the difference
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1 between \$21,950 and the actual Settlement Administration Costs shall be a part of the Net
2 Settlement Amount without any reversion to Defendants. In the event the Court approves the
3 Settlement Administration Costs that exceed \$21,950, then such excess will be paid solely from
4 the Gross Settlement Amount and Defendants will not be responsible for paying any additional
5 funds in order to pay these additional costs.

6 **9. NOTICE, WEEKLY PAY PERIOD DISPUTE, OBJECTION, AND EXCLUSION**
7 **PROCESS**

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

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

8 (2) The Class Notice will set forth:

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

1 with the instructions in the Class Notice, then he or she shall be
2 deemed to have waived any objection to its accuracy and any
3 claim to any additional settlement payment based on different
4 data.

5 (3) If a Class Notice from the initial notice mailing is returned as
6 undeliverable, the Settlement Administrator will attempt to obtain a current address for the
7 Settlement Class Member to whom the returned Class Notice had been mailed by: (1) contacting
8 the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing within five
9 (5) calendar days of receipt of the returned Class Notice. If the Settlement Administrator is
10 successful in obtaining a new address, it will re-mail the Class Notice to the Settlement Class
11 Member within three (3) business days of obtaining the new address. Further, any Class Notices
12 that are returned to the Settlement Administrator with a forwarding address before the Response
13 Deadline shall be promptly re-mailed to the forwarding address affixed thereto within three (3)
14 business days of their receipt by the Settlement Administrator.

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

21 **B. Objections.**

22 Only Participating Class Members may object or comment regarding the Settlement. In
23 order for any Participating Class Member to object to this Settlement in writing, or any term of
24 it, he or she must do so by mailing a written objection to the Settlement Administrator at the
25 address or phone number provided on the Class Notice no later than the Response Deadline (or
26 the extended Response Deadline if the Class Notice is re-mailed). The Settlement Administrator
27 shall email a copy of the objection forthwith to Class Counsel and Defendants' counsel and
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1 attach each objection, if any, to the declaration that Class Counsel files with the Court in support
2 of the Motion for Final Approval. The objection should set forth in writing: (1) the objector's
3 name; (2) the objector's address; (3) the last four digits of the objector's Social Security Number;
4 (4) the objector's signature; (5) a statement of whether the objector plans to appear at the Final
5 Approval Hearing; and (6) the reason(s) for the objection, along with whatever legal authority,
6 if any, the objector asserts in support of the objection. If a Participating Class Member objects
7 to the Settlement, the Participating Class Member will remain a member of the Settlement Class
8 and if the Court approves this Agreement, the Participating Class Member will be bound by the
9 terms of the Settlement in the same way and to the same extent as a Participating Class Member
10 who does not object. The date of mailing of the Class Notice to the objecting Participating Class
11 Member shall be conclusively determined according to the records of the Settlement
12 Administrator. Participating Class Members need not object in writing to be heard at the Final
13 Approval Hearing; they may object or comment in person at the hearing at their own expense.
14 Class Counsel and Defendants' Counsel may respond to any objection lodged with the Court up
15 to five (5) court days before the Final Approval Hearing.

16 **C. Requesting Exclusion.**

17 Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Class
18 Action Settlement by mailing a written request to be excluded from the Settlement ("Request for
19 Exclusion") to the Settlement Administrator, postmarked on or before the Response Deadline
20 (or the extended Response Deadline if the Class Notice is re-mailed). To be valid, a Request for
21 Exclusion must include: (1) the Class Member's name; (2) the Class Member's Social Security
22 Number; (3) the Class Member's signature; and (4) the following statement or something to its
23 effect: "Please exclude me from the Settlement Class in the *Gonzalez, et al. v. Eminent, Inc., et*
24 *al.* matter" or any statement standing for the proposition that the Class Member does not wish to
25 participate in the Settlement. The Settlement Administrator shall immediately provide copies of
26 all Requests for Exclusion to Class Counsel and Defendants' Counsel and shall report the
27 Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance

1 of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using
2 this procedure will not be entitled to receive any payment from the Settlement and will not be
3 bound by the Settlement Agreement or have any right to object to, appeal, or comment on the
4 Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting
5 a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including
6 those pertaining to the Released Claims, as well as any Judgment that may be entered by the
7 Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit
8 both a Request for Exclusion and an objection. If a Settlement Class Member submits an
9 objection and a Request for Exclusion, the Request for Exclusion will control and the objection
10 will be void. Settlement Class Members who worked during the PAGA Period that submit a
11 valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their
12 Individual PAGA Payment, and will be bound by the release encompassed in the PAGA
13 Released Claims.

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

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

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1 **11. DISTRIBUTION OF PAYMENTS**

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

3 Participating Class Members will receive an Individual Settlement Payment. All
4 Aggrieved Employees, regardless of whether they submit a valid Request for Exclusion or not,
5 will receive their Individual PAGA Payment. Individual Settlement Payment checks and
6 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and
7 eighty (180) calendar days after the date of their issuance. For any Class Member whose
8 Individual Settlement Payment check or Individual PAGA Payment check is uncashed and
9 cancelled after the void date, within seven (7) calendar days after the expiration of the 180-day
10 period, the Settlement Administrator shall cancel such checks and transmit the funds
11 represented by such checks to the California Controller's Unclaimed Property Fund in the
12 name of the Participating Class Member or Aggrieved Employee to whom the check had been
13 issued, thereby leaving no "unpaid residue" subject to the requirements of California Code of
14 Civil Procedure Section 384, subd. (b). If the Court requires the Parties to select a *cy pres*
15 recipient pursuant to California Code of Civil Procedure section 384, the Parties shall select a
16 mutually agreeable entity in which neither the Parties nor their counsel has an affiliation or
17 relationship creating the appearance of. The Settlement Administrator shall then prepare a
18 report regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the
19 report shall be presented to the Court by Class Counsel along with a proposed amended
20 judgment that is consistent with the provisions of Code of Civil Procedure section 384.

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

24 **B. Funding of Settlement.**

25 Within thirty (30) calendar days after the Final Approval Date, Eminent, Inc. shall deposit
26 the Gross Settlement Amount in the amount of Two Million One Hundred Thousand Dollars and
27 Zero Cents (\$2,100,000.00) (or the escalated GFV should the same be escalated pursuant to
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Paragraph 17) along with the related employer's share of taxes to the Settlement Administrator (*i.e.*, Employer's Taxes) pursuant to Internal Revenue Code section 1.468B-1 for deposit in an interest-bearing qualified settlement account ("QSA") with an FDIC insured banking institution, for distribution in accordance with this Agreement and the Court's orders and subject to the conditions described herein. The Parties agree that the QSA shall be a non-reversionary fund and no portion of the Gross Settlement Amount shall revert to Defendants.

Individual Settlement Payments and Individual PAGA Payments shall be paid exclusively from the QSA, pursuant to the settlement formula set forth herein. Payments from the QSA shall be made for (1) the Incentive Awards to Plaintiffs as specified in this Agreement and approved by the Court; (2) the attorneys' fees and costs awarded to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement Administration Costs, as specified in this Agreement and approved by the Court; (4) the LWDA Payment, as specified in this Agreement; and (5) the PAGA Payment. The balance and any accrued interest thereon remaining shall constitute the Net Settlement Amount from which Individual Settlement Payments shall be made to Participating Class Members, less applicable taxes and withholdings. All interest accrued shall be for the benefit of Participating Class Members and distributed on a *pro rata* basis.

C. Time for Distribution.

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

1 expenses to Class Counsel shall not precede disbursement of Individual Settlement Payments
2 and Individual PAGA Payments.

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

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

22 **13. INCENTIVE AWARDS TO PLAINTIFFS**

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

5 **14. TAXATION AND ALLOCATION**

6 **A.** Each Participating Individual Settlement Share shall be allocated as follows:
7 20% as wages (to be reported on an IRS Form W2); and 80% to interest and penalties (to be
8 reported on an IRS Form 1099). The Individual PAGA Payments to the Aggrieved Employees
9 shall be allocated entirely as penalties (to be reported on an IRS Form 1099). The Parties agree
10 that the employee's share of taxes and withholdings with respect to the wage-portion of the
11 Participating Individual Settlement Share will be withheld from the Participating Individual
12 Settlement Share in order to yield the Individual Settlement Payment. The amount of federal
13 income tax withholding will be based upon a flat withholding rate for supplemental wage
14 payments in accordance with Treas. Reg. § 31.3402(g)-1(a)(2) as amended or supplemented.
15 Income tax withholding will also be made pursuant to applicable state and/or local withholding
16 codes or regulations.

17 **B.** Forms W-2 and/or Forms 1099 will be distributed by the Settlement
18 Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the
19 "Code") and consistent with this Agreement. If the Code, the regulations promulgated
20 thereunder, or other applicable tax law, is changed after the date of this Agreement, the
21 processes set forth in this Section may be modified in a manner to bring Defendants into
22 compliance with any such changes.

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

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

2 **15. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION**

3 The Parties agree to allocate Fifty Thousand Dollars and Zero Cents (\$50,000.00) of the
4 Gross Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent
5 (75%) of the amount allocated toward PAGA (\$37,500.00) will be paid to the LWDA (*i.e.*, the
6 LWDA Payment), and twenty-five percent (25%) of the amount allocated toward PAGA
7 (\$12,500.00) shall be deemed the "PAGA Payment" and distributed to Aggrieved Employees on
8 a *pro rata* basis based upon their respective number of Pay Periods worked for Defendants during
9 the PAGA Period (*i.e.*, the Individual PAGA Payments).

10 **16. COURT APPROVAL**

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

22 **17. INCREASE IN WORKWEEKS**

23 Defendants represent that there are no more than 245,670 Workweeks worked by Class
24 Members during the Class Period. In the event the number of Workweeks worked increases by
25 more than 10%, or 24,567 Workweeks worked (*i.e.*, collectively more than 270,237
26 workweeks), then the GSA shall be increased on a *pro rata* basis by any increase after that
27 trigger threshold (*i.e.*, a 14% increase in Workweeks would result in a 4% increase in the GSA,
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and so forth).

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

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

19. NOTICE OF JUDGMENT

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

20. MISCELLANEOUS PROVISIONS

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

This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaints have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any

1 reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment,
2 Defendants reserve the right to contest certification of any class for any reasons, and
3 Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the
4 right to move for class certification on any grounds available and to contest Defendants'
5 defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will
6 have no bearing on, and will not be admissible in connection with, any litigation (except for
7 proceedings to enforce or effectuate the Settlement and this Agreement).

8 **B. Attorney Authorization.**

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

14 **C. No Prior Assignments.**

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

19 **D. No Tax Advice.**

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

24 **E. Modification of Agreement.**

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

1 **F. Agreement Binding on Successors.**

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

4 **G. Applicable Law.**

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

8 **H. Cooperation in Drafting.**

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

12 **I. Confidentiality**

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

16 **J. Headings.**

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

19 **K. Stay of Litigation.**

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

25 **L. Interpretation of the Agreement.**

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

M. Further Cooperation.

Plaintiffs, Defendants, and their respective attorneys shall proceed diligently to prepare and execute all documents, to seek the necessary approvals from the Court, and to do all things reasonably necessary to consummate the Settlement as expeditiously as possible. The Parties agree that they will not take any action inconsistent with this Agreement, including, without limitation, encouraging Class Members to opt out of the Settlement. In the event the Court finds that any Party has taken actions inconsistent with the Settlement, including, without limitation, encouraging Class Members to opt out of the Settlement, the Court may take any corrective actions, including enjoining any Party from communicating regarding the Settlement on an *ex parte* basis, issuing (a) corrective notice(s), awarding monetary, issue, evidentiary and/or terminating sanctions against that Party, and/or enforcing this Agreement despite the presence of opt-outs and/or objections.

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1 **IT IS SO AGREED:**

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3 Dated: 06 / 13 / 2026, 2026

Herlinda
Gonzalez

HERLINDA GONZALEZ
Plaintiff and Class Representative

4 **IT IS SO AGREED:**

5
6 Dated: 06 / 12 / 2026, 2026

Teresa
Franco

TERESA FRANCO
Plaintiff and Class Representative

7
8 **IT IS SO AGREED:**

9
10 Dated: 06 / 12 / 2026, 2026

Rita Luna

RITA LUNA
Plaintiff and Class Representative

11 **IT IS SO AGREED:**

12
13 Dated: _____, 2026

Defendant Eminent, Inc., doing business as
"Revolve"

By:
Its:

14
15 **IT IS SO AGREED:**

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17 Dated: _____, 2026

Defendant Revolve Group, Inc.

By:
Its:

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20 **IT IS SO AGREED:**

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22 Dated: _____, 2026

Defendant Michael Mente

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:

6/15/2026
Dated: _____

Signed by:
Michael Mente
3023DCDED19A412
Defendant Eminent, Inc., doing business as
“Revolve”
By: Michael Mente
Its: CEO

IT IS SO AGREED:

6/15/2026
Dated: _____

Signed by:
Michael Mente
3023DCDED19A412
Defendant Revolve Group, Inc.
By: Michael Mente
Its: CEO

IT IS SO AGREED:

6/15/2026
Dated: _____

Signed by:
Michael Mente
3023DCDED19A412
Defendant Michael Mente

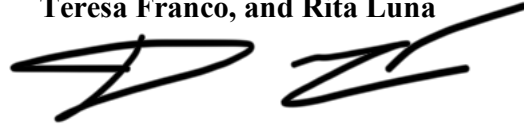
1 **AGREED AS TO FORM ONLY:**

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3 Dated: June 15, 2026



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

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8 Dated: June 15, 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**