

EXHIBIT B

PRIVATE ATTORNEYS GENERAL ACT
SETTLEMENT AGREEMENT AND RELEASE

This Private Attorneys' General Act ("PAGA") Settlement Agreement and Release ("Agreement") is made by and between Plaintiff Fiona Marsh ("Plaintiff" or "Marsh"), on behalf of herself and as the authorized proxy and agent for the State of California and the Labor and Workforce Development Agency, and Defendant Burberry Limited, a New York corporation ("Defendant" or "Burberry") (Plaintiff and Defendant are collectively referred to as the "Parties").

1. THE CONDITIONAL NATURE OF THIS AGREEMENT

1.1 This Agreement and all associated exhibit(s) or attachment(s) are made for the purpose of settling the PAGA Released Claims and PAGA Representative Released Claims, as described herein, in the above-captioned Action. This Agreement and the settlement it evidences are made in compromise of disputed claims. The Parties enter into this Agreement and associated settlement on a conditional basis. If the Court does not enter the Approval Order and Judgment and/or the Effective Date does not occur, then, with the exception of the provisions on non-admission of liability/wrongdoing and confidentiality, this Agreement shall be deemed null and void *ab initio*, it shall be of no force or effect whatsoever, it shall not be referred to or utilized for any purpose whatsoever, and the negotiation of the Agreement shall remain subject to the provisions of California Evidence Code section 1152 and any other analogous rules of evidence that are applicable.

1.2 Defendant denies all the allegations asserted in the Complaint and also denies any claims for relief, including claims for civil penalties, attorneys' fees, and costs of suit. Defendant has agreed to resolve Plaintiff's sole cause of action for violation of the Private Attorneys General Act [Labor Code §§ 2698 *et seq.*] via this Agreement, but to the extent this Agreement is not approved or the Effective Date does not occur, Defendant does not waive, but rather expressly reserve, all rights to challenge Plaintiff's Complaint upon all procedural and factual grounds, as well as asserting any and all other potential defenses or privileges. Plaintiff

and Plaintiff's Counsel agree that Defendant retains and reserves these rights, and agree not to argue or present any argument, and hereby waive any argument that, based on this Agreement, Defendant cannot assert any and all potential defenses and privileges if this Action were to proceed.

2. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

2.1 "Action" means the lawsuit entitled *FIONA MARSH, as a proxy for the State of California on behalf of all similarly aggrieved employees, Plaintiff, vs. BURBERRY LIMITED, a New York Corporation, et al.*, Alameda County Superior Court Case No. 22CV016122, filed August 12, 2022.

2.2 "Approval Date" means the date that the Court enters the Approval Order.

2.3 "Approval Order" means an Order from the Court approving this Private Attorneys General Act Settlement Agreement and Release.

2.4 "Complaint" means the First Amended Complaint.

2.5 "Court" means the Superior Court of the State of California for the County of Alameda.

2.6 "Defendant' Counsel" means Morgan, Lewis & Bockius LLP.

2.7 "Effective Date" means the latest of: (i) if an appeal, review, or writ is not sought from the Approval Order and Judgment, the 61st day after service of notice of entry of the Approval Order and Judgment; or (ii) if an appeal, review, or writ is sought from the Approval Order and Judgment, the day after the Approval Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Approval Order and Judgment is no longer subject to further judicial review.

2.8 "Enhancement Payment" means the amount up to \$10,000.00 to be approved by the Court to be paid to the PAGA Representative in recognition of the PAGA Representative's efforts in coming forward as a PAGA Representative, participating in the Action, and providing a general release of all claims.

2.9 “Judgment” means the judgment to be executed and entered by the Court pursuant to this Agreement.

2.10 “Maximum Settlement Amount” is the sum of Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00), which represents the maximum amount payable pursuant to this settlement by Defendant, and which includes the PAGA Payment (as defined below), Plaintiff’s Counsel’s attorney’s fees (not to exceed 33 and 1/3 percent of the Maximum Settlement Amount) and costs (not to exceed \$15,000), Settlement Administration Costs, and an Enhancement Payment to the PAGA Representative. Defendant represents that there are approximately 250 PAGA Settlement Employees that worked 4,600 pay periods from October 30, 2021 through the end of the PAGA Release Period. In the event that the final number of pay periods for the entire PAGA Release Period is more than 5% of the 4,600 approximation, Defendant shall have the option to either (a) limit the PAGA Release Period’s end date appropriately so that the cumulative pay periods in the PAGA Release Period do not exceed 4,600 (for example, if the pay periods are too high, the PAGA Release Period’s definition will change to include a group that worked through a date prior to the current end date of the PAGA Release Period), or (b) increase the Maximum Settlement Amount proportionally for the number of pay periods over 4,830. For illustration purposes, if the total number of pay periods worked by PAGA Settlement Employees during the PAGA Release Period is 5,313 (10% more than 4,830), then the Maximum Settlement Amount will increase by 10%.

2.11 “PAGA” means the California Labor Code Private Attorneys General Act of 2004, codified at Cal. Lab. Code § 2698 *et seq.*

2.12 “PAGA Payment” means the portion of the Maximum Settlement Amount (after excluding Plaintiffs’ Counsel’s attorney’s fees and costs, settlement administrator costs, and the Enhancement Payment to the PAGA Representative) that represents the amount payable in this settlement for PAGA civil penalties, 75% of which will be paid to the Labor and Workforce Development Agency (“LWDA”) and 25% of which will be paid to the PAGA Settlement

Employees. All PAGA Settlement Employees will receive a monetary payment from the PAGA Payment.

2.13 “PAGA Release Period” means the period from October 30, 2021, through March 31, 2023.

2.14 “PAGA Released Claims” means any and all claims that Plaintiff, as a proxy and agent for the State of California’s Labor Workplace Development Agency (“LWDA”) has against Releasees that have been asserted under the PAGA in the Complaint based on the facts, claims and/or allegations pled therein including for failing to pay meal and rest premium wages at the regular rate of pay for failing to calculate nondiscretionary remuneration, including, but not limited to commissions and bonuses; failure to pay sick pay wages at the regular rate of pay for failing to calculate nondiscretionary remuneration, including, but not limited to commissions and bonuses; failure to provide proper itemized wage statements including by displaying the employees’ complete social security number, rather than simply the last four digits, and for waiting time penalties.

2.15 “PAGA Representative” and/or “Plaintiff” means Plaintiff Fiona Marsh.

2.16 “PAGA Representative Released Claims” means any and all claims, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, grievances, obligations, debts, expenses, damages, judgments, orders and liabilities of whatever kind or nature in state, federal or local law, or based on any constitutional provision, statute or regulation, or in tort, or in contract, equity or otherwise, whether known or unknown, which arose at any time up to and including the date on which the PAGA Representative/Plaintiff signs this Agreement, including but not limited to any and all wage and hour and pay related claims under California law, the Fair Labor Standards Act (“FLSA”), federal, state or local laws and/or ordinances, or tort or contract theories, claims under the California Fair Employment and Housing Act, or claims related to the end of the PAGA Representative’s/Plaintiff’s employment with Defendant, whether known or unknown, and whether anticipated or unanticipated, including unknown claims covered by California Civil Code Section 1542, and that were or could have been asserted

in this Action, including but not limited to claims for alleged: failure to pay all wages and other compensation; failure to pay overtime wages; failure to pay for all hours worked; failure to timely pay final or other wages; failure to provide meal and rest breaks; failure to pay premium pay for missed meal and/or rest breaks; unauthorized or unlawful deductions from wages and/or failure to keep and furnish accurate itemized wage statements; recovery of expense reimbursements, wages, overtime pay, minimum wage, premium pay, penalties, and/or liquidated damages under the FLSA; claims under California's Industrial Welfare Commission Wage Orders; and/or claims under the California Labor Code, including but not limited to Sections 201, 202, 203, 204, 204.3, 210, 218.5, 218.6, 221, 222, 223, 224, 226, 226.3, 226.7, 450, 510, 512, 558, 1174, 1175, 1182 *et seq.*, 1194, 1194.2, 1197, 1197.1, 1198, 2698 *et seq.*, and 2802; claims under any and all city and county living wage ordinances; any waiting-time penalties that could have been sought; other penalties; related tort, contract, and punitive damages claims; claims for interest; attorneys' fees; litigation and other costs; expenses; restitution and equitable or declaratory relief; and violations of the California Business & Professions Code, section 17200 *et seq.*, and/or 29 U.S.C. §§ 206, 211(c) and 215(a). PAGA Representative waives her rights under California Civil Code section 1542, which states:

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

In connection with such waiver and relinquishment, Plaintiff hereby acknowledges that she or her attorneys may hereafter discover claims or facts in addition to, or different from, those which they now know or believe to exist, but that Plaintiff expressly agrees to fully, finally and forever settle and release any and all claims, known or unknown, suspected or unsuspected, which exist or may exist on his behalf against Releasees at the time of execution of the Agreement, including, but not limited to, any and all claims relating to or arising from Plaintiff's employment with Defendant or the cessation of that employment. The Parties further acknowledge, understand and agree that this representation and commitment is essential to each

Party and that this settlement would not have been entered into were it not for this representation and commitment.

2.17 “PAGA Settlement Employees” means and includes all current and former non-exempt employees of Defendant who were employed in California during the PAGA Release Period.

2.18 “Plaintiff’s Counsel” means Diversity Law Group, P.C.; Polaris Law Group LLP; and Law Offices of Choi & Associates, P.C.

2.19 “Qualified Settlement Fund” or “QSF” means a qualified settlement fund established by the Settlement Administrator for the purpose of administering the settlement.

2.20 “Releasees” means any entity named as a defendant in the Action (including Burberry Limited, and their parents, subsidiaries, affiliates, owners, predecessors, successors, and associated organizations, past and present, and each of their respective trustees, directors, officers, agents, joint employers, attorneys, managing agents, employees, contractors, insurers, representatives, assigns, all persons acting by, through, under, or in concert with any of them, and/or all persons acting on behalf of them.

2.21 “Settlement Administration Costs” means the amount to be paid to the Settlement Administrator for the cost of administering this settlement, which are currently estimated to be approximately \$3,250.00.

2.22 “Settlement Administrator” shall be Phoenix Settlement Administrators, or any other third-party settlement administrator that the Parties jointly select, subject to Court approval.

3. RECITALS

3.1 Plaintiff was employed by Burberry Limited as a Floor Supervisor from approximately February 6, 2019 until her termination on June 9, 2022.

3.2 On August 12, 2022, Plaintiff filed a representative action complaint under the Private Attorney General Act of 2004 against Defendant in the Superior Court for the County of Alameda , Case No. 22CV016122, seeking civil penalties pursuant to PAGA (Labor Code section 2698 et seq.).

3.3 Defendant denies all of the allegations in the Complaint, and maintains that it has properly and timely paid all wages due and earned to their employees. Defendant denies that it has violated any section of the Labor Code or committed any misconduct, statutory, or regulatory violation, wrongdoing, or any other actionable conduct of any kind. Defendant denies that this Action may be maintained as a representative action on behalf of any other employees of Defendant.

3.4 The Parties understand, acknowledge, and agree that this Agreement constitutes a compromise of Plaintiff's representative PAGA claims, and that it is the desire and intention of the Parties to affect a final and complete resolution of the representative PAGA claim (on behalf of the State of California) against Defendant. The Parties further acknowledge that this Agreement is a compromise of disputed claims and that nothing in this Agreement shall be construed as an admission by Defendant of liability.

3.5 The Parties believe and agree that this Agreement provides for a fair, adequate, and reasonable resolution of the PAGA Released Claims and the PAGA Representative Released Claims, given the strengths and weaknesses of Plaintiff's claims, Defendant's defenses to any liability, and the risk that the Court would significantly reduce any penalties that could be awarded under Labor Code section 2699(e)(2). The Parties have arrived at this settlement after extensive, arm's-length negotiations, taking into account all relevant factors, present and potential.

4. OPERATIVE TERMS OF THE PAGA SETTLEMENT

The Parties to the Action agree as follows:

4.1 **Maximum Settlement Amount.** Defendant shall pay a Maximum Settlement Amount of Three Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00) to resolve the representative PAGA claim in this Action. The Maximum Settlement Amount includes the PAGA Payment, Plaintiff's Counsel's attorneys' fees (not to exceed 33 and 1/3 percent (33 1/3%) of the Maximum Settlement Amount) and costs (not to exceed \$15,000), costs of settlement administration by a third-party settlement administrator (not to exceed \$3,250), and an

Enhancement Payment of up to \$10,000 to the PAGA Representative. Defendant will not be required under any circumstances to increase the Maximum Settlement Amount.

4.2 Settlement Administrator.

4.2.1 The Settlement Administration Costs shall include: all costs of administering the Settlement, including, but not limited to, administering the Qualified Settlement Fund; all tax document preparation, custodial fees, and accounting fees incurred by the Settlement Administrator; all costs and fees associated with preparing, issuing and mailing any and all communications to PAGA Settlement Employees; all costs and fees associated with issuing the individual PAGA Payments and the payments to the State of California LWDA; and all costs and fees associated with issuing IRS Form 1099s (to the extent any are required by applicable law), relating to payments made under the settlement; all costs and fees associated with preparing any tax returns and any other filings required by any governmental taxing authority or agency; all costs and fees associated with preparing any other notices, reports, or filings to be prepared in the course of administering the settlement, and any other costs and fees incurred and/or charged by the Settlement Administrator in connection with the execution of its duties under this Agreement.

4.2.2 The actions of the Settlement Administrator shall be governed by the terms of this Agreement, any Orders from the Court, and any agreement by counsel of record regarding communications with the Settlement Administrator.

4.2.3 In the event that either Defendant's Counsel or Plaintiff's Counsel takes the position that the Settlement Administrator is not acting in accordance with the terms of the Agreement, such party shall meet and confer first with opposing counsel and/or, if necessary, with the Settlement Administrator or the Court to attempt to resolve the issue.

4.3 Calculation of Individual PAGA Payments.

4.3.1 Each PAGA Settlement Employee, including Plaintiff Marsh, will be entitled to receive an Individual PAGA Payment which shall be defined and calculated as follows:

(a) Based on their business records, Defendant will calculate, and provide to the Settlement Administrator, the number of pay periods worked during the PAGA Release Period by each PAGA Settlement Employees.

(b) The Settlement Administrator will determine each PAGA Settlement Employee's PAGA Settlement Percentage, defined and calculated as the individual pro rata percentage of each PAGA Settlement Employee out of the total number of pay periods worked by each PAGA Settlement Employees during the PAGA Release Period.

(c) Each PAGA Settlement Employee will be paid from the 25% of the PAGA Payment allocated to the PAGA Settlement Employees based on their own PAGA Settlement Percentage according to the following formula: *(25% of the PAGA Payment) x (individual employee's PAGA Settlement Percentage) = Individual PAGA Payment.*

4.3.2 Because the Individual PAGA Payment is a payment in compromise and settlement of a claim for alleged civil penalties, the Individual PAGA Payment will be treated as nonwage income with no tax withholdings to be made, and will be reported, if required, by applicable tax laws, by the Settlement Administrator on IRS Form 1099s to the respective PAGA Settlement Employee and applicable governmental authorities. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel and applicable governmental authorities for the payment of attorney's fees and costs in the amount approved by the Court. Plaintiff and Plaintiff's Counsel each agree to hold Defendant harmless from and against any damage or penalty incurred by Defendant as a result of any taxing authority assessing any tax or penalty upon Defendant as a consequence of any tax being due and unpaid on each of their portions of the Maximum Settlement Amount.

4.4 **Enhancement Payment.** Subject to Court approval, the Enhancement Payment to the PAGA Representative Plaintiff Marsh will be paid in an amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) from the Maximum Settlement Amount for the PAGA Representative's service and assistance in this Action. The Enhancement Payment to the PAGA Representative will be in addition to her Individual PAGA Payment. Because the

Enhancement Payment represents payment to the PAGA Representative for service in this Action, payroll taxes will not be withheld from the Enhancement Payment. The Settlement Administrator will report the Enhancement Payment on a Form 1099, and any other required tax forms, and will provide the form(s) to the PAGA Representative Marsh and to the pertinent taxing authorities as required by law. The PAGA Representative assumes full responsibility for paying all taxes, federal and state, if any, due as a result of the Enhancement Payment and agrees to indemnify Defendant for any such taxes owed by it. An award by the Court of less than the amount of the requested Enhancement Payment shall not be a basis upon which Plaintiff's Counsel may void this Agreement, and any amount not awarded shall remain included in the amount available for distribution to the PAGA Settlement Employees.

4.5 Releases.

4.5.1 Upon the date on which Defendant funds the Maximum Settlement Amount, Plaintiff as a proxy and agent of the LWDA, and on behalf of the LWDA, shall fully, finally, and forever released the Releasees from the PAGA Released Claims that accrued during the PAGA Release Period.

4.5.2 Upon the date on which Defendant funds the Maximum Settlement Amount, the PAGA Representative, Plaintiff Marsh, on behalf of the LWDA, shall be deemed to have fully, finally, and forever released Releasees from all PAGA Representative Released Claims through the Effective Date.

4.5.3 In addition, the PAGA Representative, Plaintiff Marsh, in her individual capacity only, shall be deemed to have expressly waived and relinquished, to the fullest extent permitted by law, the provisions, rights, and benefits she may otherwise have had relating to the PAGA Representative Released Claims pursuant to Section 1542 of the California Civil Code, as discussed in paragraph 2.16 above.

4.6 Settlement Payment Procedures.

4.6.1 Within thirty (30) calendar days after the Approval Date, the Settlement Administrator shall send counsel for Defendant electronic wiring instructions to fund the

Qualified Settlement Fund established by the Settlement Administrator through Defendant's payment of the Maximum Settlement Amount.

4.6.2 Within thirty (30) calendar days after the Approval Date, Defendant will send to the Settlement Administrator a list of information in electronic form that, for each PAGA Settlement Employee, includes that employee's name, last known address, social security number and applicable pay periods worked. This information shall be treated as and remain confidential by the Settlement Administrator and shall be used solely to manage the notice and payment process described herein, shall not be disclosed to anyone (including Plaintiff or Plaintiff's counsel) other than the Settlement Administrator, except to applicable taxing authorities if required, or pursuant to express written authorization of Defendant, the individual in question, or by order of the Court.

4.6.3 The day after the Effective Date, Defendant will wire to the Settlement Administrator the Maximum Settlement Amount to fund the QSF.

4.6.4 Seven (7) calendar days following the Effective Date, the Settlement Administrator shall mail a Notice (substantially in the form attached hereto as **Exhibit A**) and a settlement check to each PAGA Settlement Employee in the amount of their respective Individual PAGA Payment.

4.6.5 Prior to mailing the Notice and settlement check, the Settlement Administrator shall check the addresses provided by Defendant using the National Change of Address database and shall update any addresses accordingly. Should any of the Notices be returned as undeliverable, the Settlement Administrator will conduct a search for a more current address (via a skip trace or other reasonable method) and re-mail the Notice and settlement check to the more current address, if any.

4.6.6 **Expiration of Settlement Checks.** Individual PAGA Payment checks issued to PAGA Settlement Employees pursuant to this Agreement will expire 180 calendar days from the date they are issued by the Settlement Administrator. After the 180-day period, the Settlement Administrator shall remit any unclaimed funds to the Controller of the State of

California pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et seq.*, to be held in trust for those PAGA Settlement Employees who did not timely cash their Individual PAGA Payment checks.

4.7 **Attorneys' Fees and Costs.** The Settlement Administrator shall pay to Plaintiff's Counsel from the Maximum Settlement Amount the amount of attorney's fees (not to exceed 33 and 1/3 percent (33 1/3%) of the Maximum Settlement Amount) and costs (not to exceed \$15,000) awarded by the Court. Defendant's Counsel will not oppose Plaintiff's Counsel's request for attorneys' fees and for costs so long as that request is consistent with this Agreement. An award by the Court of less than the amount of requested attorneys' fees and/or costs shall not be a basis upon which Plaintiff's Counsel may void this Agreement, and any amounts of requested fees or costs not awarded shall remain included in the amount available for distribution to the PAGA Settlement Employees. The Settlement Administrator will issue an IRS Form 1099 to Plaintiff's Counsel as required by IRS regulations. The Settlement Administrator shall pay the amount awarded by the Court to Plaintiff's Counsel no later than three (3) calendar days following the date on which Defendant funds the Maximum Settlement Amount. This payment shall include and satisfy all past and future fees and costs incurred to prosecute, settle, and administer this Action, including obtaining approval of the settlement and securing dismissals required by the settlement. Plaintiff and Plaintiff's Counsel represent that they are not aware of and have no knowledge of any liens filed or placed on this Action by any person.

4.8 **Non-Reversionary.** This settlement is non-reversionary. Any portion(s) of the requested Enhancement Payment to the PAGA Representative or the requested attorneys' fees or costs not awarded by the Court shall become part of the PAGA Payment.

4.9 **Tax Liability.** Defendant, Defendant's Counsel, and Plaintiff's Counsel make no representation as to the tax treatment or legal effect of the payments called for in this Settlement Agreement, and Plaintiff and PAGA Settlement Employees are not relying on any statement, representation, or calculation by Defendant, Defendant's Counsel, Plaintiff's Counsel, or the Settlement Administrator in this regard. Plaintiff and participating PAGA Settlement Employees

understand and agree that they will be solely responsible for the payment of any taxes and penalties assessed on the payments described herein.

4.10 **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE “ACKNOWLEDGING PARTY” IS EACH PARTY TO THIS AGREEMENT, AND AN “OTHER PARTY” IS ANY PARTY OTHER THAN THE ACKNOWLEDGING PARTY) ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE SETTLING PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY TO ANY OTHER PARTY OR ANY ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

4.11 **Judgment Dismissing This Action.** Along with Plaintiff's motion to approve the PAGA settlement ("Motion"), the Parties will submit a proposed Approval Order granting the Motion, which will dismiss this Action in its entirety with prejudice and enter Judgment thereon consistent with the terms of this settlement. The Court will retain continuing jurisdiction over this Action and over all Parties, to the fullest extent necessary to enforce and effectuate the terms and intent of this Agreement.

4.12 **Impact of Non-Approval by Court.** This Agreement is expressly conditioned upon the Court's granting the Motion and entering the Approval Order and Judgment. If the Parties cannot obtain approval from the Court, or if the Effective Date does not occur, the Parties shall be restored to their litigation positions prior to execution of this Agreement, and this Agreement shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used in this or any other action.

4.13 **No Right to Object or Opt Out.** Since this is not a settlement of a class action but a PAGA settlement on behalf of the State of California, no person can (a) object to the settlement after the Court's Approval Order is made, or (b) opt out from being covered by release of claims at any time before or after the Approval Order is made.

4.14 **No Admission of Wrongdoing.** Neither the acceptance nor the performance by Defendant of the terms of this Agreement, nor any of the related negotiations or proceedings, is or shall be claimed to be, construed as, or deemed to be, an admission by Defendant of the truth of any of the allegations in the Complaint, the appropriateness of the PAGA Released Claims or the Action, the validity of any of the claims that were or could have been asserted by Plaintiff and/or any PAGA Settlement Employee in the Action, or of any liability or wrongdoing of Defendant. Defendant specifically disclaims any liability, culpability, negligence, or wrongdoing toward each and all of them. Each of the Parties has entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and contingencies. Except for the purposes of effectuating and enforcing the terms of this Agreement, which includes barring claims that are released pursuant to this Agreement,

neither this Agreement nor any of its terms nor the settlement itself shall be: (a) construed as, offered, or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Defendant and/or any of the Releasees, including but not limited to, evidence of a presumption, concession, indication, or admission by any of the Releasees of any liability, fault, wrongdoing, omission, concession, or damage, or (b) disclosed, referred to, or offered in evidence against Defendant and/or any of the Releasees in any other civil, criminal, or administrative action or proceeding.

4.15 **Dispute Resolution.** The Parties agree to cooperate fully with one another to accomplish and implement the terms of this settlement. Such cooperation shall include, but not be limited to, execution of such other documents and the taking of such other action as may reasonably be necessary to fulfill the terms of this Agreement. The Parties to this settlement shall exercise reasonable efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by Court order, or otherwise, to effectuate this Agreement and the terms set forth herein.

4.16 **Confidentiality.** The Parties and their Counsel agree not to disclose the terms of this settlement except in papers filed with the Court and the LWDA in seeking approval of the Agreement or as required by legal process. Neither Plaintiff nor Plaintiff's Counsel, directly or indirectly, shall issue a press release or hold a press conference, publish information about the settlement on any website, or otherwise publicize the settlement. Plaintiff and Plaintiff's Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the Court.

4.17 **Entire Agreement.** This Agreement sets forth the entire agreement between the Parties hereto and fully supersedes any and all prior and/or supplemental understandings, whether written or oral, between the Parties concerning the subject matter of this Agreement. Any modification to this Agreement must be in writing and signed by Plaintiff or Plaintiff's Counsel and an authorized officer of Defendant or Defendant's Counsel. This Agreement may

not be changed, altered, or modified, except in writing signed by the Parties hereto and approved by the Court.

4.18 **Choice of Law.** The rights and obligations of the Parties under this Agreement shall be construed and enforced in accordance with, and governed by, the laws of the State of California. California law shall govern the interpretation of this Agreement even if a choice-of-law analysis under state or federal law would dictate that another forum's law be applied. To the extent any Party seeks to enforce the terms of this Agreement with the Court, the prevailing party to any such enforcement action shall be entitled to its reasonable attorneys' fees and costs incurred in connection with any such enforcement action. Before bringing an enforcement action, the Parties agree to meet and confer in good faith in an attempt to resolve any issues related to the terms of this Agreement prior to the filing of any enforcement action.

4.19 **Severability.** Except as provided below, if any provision of this Agreement is held to be invalid by a court of competent jurisdiction, that provision shall be deemed severed and deleted from this Agreement, and neither that provision nor its severance and deletion shall affect the validity of the remaining provisions. If the Court invalidates or amends a provision that either of the Parties in good faith considers to be a material term of this Agreement, then that Party shall have the option to send a written notice to the other Party no later than fourteen (14) calendar days after the applicable Court order that it wishes to void the entire Agreement and to restore the Parties to their litigation positions prior to the execution of this Agreement. If the Parties are thereafter unable to resolve the issue by reasonable efforts, this Agreement in its entirety shall be deemed null and void, shall be of no force or effect whatsoever, and shall not be referred to or used for any purpose whatsoever. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Agreement except upon express agreement in writing by the applicable Released Party(ies).

4.20 **Additional Terms.**

4.20.1 Plaintiff's Counsel shall be responsible for preparing and filing the Motion. At least five (5) business days prior to filing the Motion, Plaintiff's Counsel shall send

the Motion to Defendant's Counsel for their review and comment and the Parties shall work cooperatively to finalize the Motion.

4.20.2 The Parties agree to work cooperatively to comply with the notice requirements to the LWDA pursuant to Labor Code sections 2699(1)(2) and 2699(1)(3), but Plaintiff shall be responsible for submitting a copy of the Court's Judgment to the LWDA within 10 days after the Court enters the Judgment.

4.20.3 Neither Plaintiff's Counsel nor any other attorneys acting for, formerly acting for, or purporting to act for, Plaintiff, may recover or seek to recover any amounts for fees, costs, or disbursements from Defendant or the Maximum Settlement Amount except as expressly provided herein.

4.20.4 This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective heirs, trustees, executors, administrators, successors, and assigns.

4.20.5 This Agreement shall become effective upon its execution by all of the undersigned and may be executed in counterparts which shall have the same force and effect as if all signatories had signed the same instrument.

4.20.6 Paragraph titles or captions contained in the Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement, or any provision thereof.

4.20.7 This Agreement shall be construed and interpreted as if all of its language were prepared jointly by the Parties. No language in this Agreement shall be construed against a Party on the ground that such Party drafted or proposed that language.

5. REPRESENTATIONS BY PLAINTIFF

5.1.1 Plaintiff, by and through his counsel, represents and warrants that he has the right and exclusive authority to execute this Agreement and that he has carefully read and understands the full contents of this Agreement and is voluntarily entering into this Agreement

after having received legal advice from Plaintiff's Counsel with respect to the advisability of making the settlement provided for herein and the advisability of executing this Agreement.

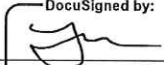
Plaintiff represents and warrants that she has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement. Defendant shall have the right to withdraw from this Agreement if it discovers, prior to entry of the Court's Judgment, that Plaintiff has assigned, transferred, or purported to assign or transfer any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

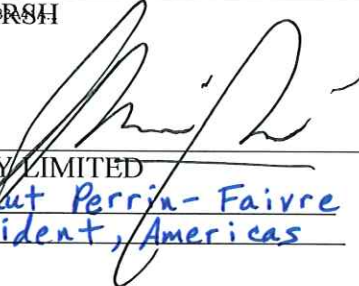
[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, this PAGA Settlement Agreement is executed by the Parties and their duly authorized attorneys, as of the day and year herein set forth.

Dated: June 15, 2023

Dated: ~~June~~ July 6, 2023

DocuSigned by:

FIONA MARSH


BURBERRY LIMITED
By: Thibaut Perrin-Faivre
Its: President, Americas

Dated: July 6, 2023

MORGAN, LEWIS & BOCKIUS LLP

By 
Carrie A. Gonell
David J. Rashe
Attorneys for Defendant
Burberry Limited

Dated: June 14, 2023

By 
Larry W. Lee
Christine S. Lee
William L Marder
Edward W. Choi
Attorneys for Plaintiff
Fiona Marsh

EXHIBIT A

<<FIRST_NAME>><<LAST_NAME>>

<<ADDRESS1>>

<<ADDRESS2>>

Re: Settlement Payment from *Marsh v. Burberry Limited, et al.* Lawsuit

Enclosed is your settlement payment from the settlement of the lawsuit entitled *Marsh v. Burberry Limited, et al.*, Alameda County Case No. 22CV016122.

This lawsuit is seeking claims against Burberry Limited ("Burberry") pursuant to the Private Attorneys General Act of 2004, California Labor Code §§ 2698, *et seq.* (called "PAGA"). The lawsuit was brought by Plaintiff as a proxy and agent of the State of California Labor Workplace Development Agency ("LWDA") and all similarly situated "aggrieved employees" of Burberry who worked as employees in California.

The plaintiff in the case claimed that Burberry owed penalties under PAGA for certain California Labor Code violations because Burberry failed to pay proper overtime wages, pay proper meal and rest break premium wages, proper sick pay wages, provide compliant wage statements and pay waiting time penalties in violation of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1. Burberry denies that it did anything wrong and denies that it owes any penalties. The parties agreed to resolve the case, and as part of that settlement, Burberry agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, penalties are divided between the LWDA and aggrieved employees.

You have been identified as one of the employees on whose behalf the case was brought because you were employed by Burberry in California during the period from October 30, 2021, through March 31, 2023 and did not receive proper overtime wages, proper meal and/or rest break premium wages, proper sick pay wages, compliant wage statements or waiting time penalties.

Enclosed is a check made out to you. The check represents your share of the settlement for PAGA civil penalties (\$). Whether you cash or deposit that check, the LWDA is waiving and releasing any PAGA claim, from October 30, 2021, through March 31, 2023, for failure to pay proper overtime wages, pay proper meal and rest break premium wages, proper sick pay wages, provide compliant wage statements and pay waiting time penalties in violation of Labor Code §§ 201-204, 226, 226.7, 246, 510, 512, 558, 1194, 1197, 1197.1.

If you have any questions, you can contact the settlement administration (whose contact information is at the top of this letter).

Sincerely,

[Administrator]