

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of Claims (“Agreement” or “Settlement”) is entered into between Plaintiffs Mindi Pendleton (“Pendleton”), Michael Dela Cruz (“Dela Cruz”) (collectively, Pendleton and Dela Cruz are referred to herein as “Plaintiffs”), on their own behalf and as a proxy on behalf of the California Labor and Workforce Development Agency (the “LWDA”) and as representatives of the “Aggrieved Employees” described herein, on the one hand, and Defendants Bluecrew, LLC and Bluecrew Staffing, Inc. (collectively, “Defendants”), on the other hand. Plaintiffs and Defendants are referred to herein collectively as the “Parties.”

DEFINITIONS

A. Definition of “Aggrieved Employees” and “Settlement Period”

1. “Aggrieved Employees” shall mean all persons who were employed by Defendants in California in a non-exempt or hourly-paid role and who received wages for work performed for Defendants at any time during the Settlement Period.

2. “Settlement Period” means the inclusive time period from November 3, 2021 through February 23, 2025.

B. Additional Definitions

When used in this Agreement, along with the specified terms set forth above and elsewhere in this Agreement, the following terms have the meanings specified below:

3. “Court” means the Superior Court of the State of California for the County of San Francisco.

4. “Effective Date” means 65 days after service of notice of entry of the Court’s Order approving this Settlement and judgment thereon, or if an appeal is taken from any aspect of the Court’s Order regarding approval of this Agreement and/or the judgment entered thereon, then 21 days after the later of either (i) the appeal being withdrawn or (ii) the exhaustion of all available appellate review and an appellate decision affirming the Order granting approval of the Settlement or judgment thereon becoming final and not subject to further appellate review.

5. “Gross Settlement Fund” means Two Million Two Hundred Thousand Dollars and

Zero Cents (\$2,200,000.00), which is the total maximum sum that Defendants have agreed to pay to settle the Lawsuit in accordance with the terms of this Agreement. In no event will Defendants be required to pay more than this amount under the terms of this Agreement including, but not limited to, governmental and other penalties payments (including to the LWDA as set forth below), if any, settlement administration fees and costs, and attorneys' fees and costs. None of the Gross Settlement Fund will be payable by Defendants prior to approval by the Court of the settlement and the occurrence of all conditions precedent as set forth in this Settlement Agreement as approved by the Court.

6. "Labor Code" shall mean the California Labor Code.

7. "Lawsuit" shall mean the consolidated representative action styled as *Mindi Pendleton, on behalf of the State of California, v. Bluecrew Staffing, Inc. a Delaware Corporation; Bluecrew, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive*, San Francisco County Superior Court, Case No. CGC-22-601316, and *Michael Dela Cruz, on behalf of the State of California, as a private attorney general, v. Bluecrew, LLC, a Limited Liability Company; Bluecrew Staffing, Inc. and DOES 1 through 50, inclusive*, San Francisco County Superior Court, Case No. CGC-22-603353.

8. "PAGA" shall mean the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

9. "Plaintiffs" or "Named Plaintiffs" shall refer to Plaintiffs Mindi Pendleton and Michael Dela Cruz.

10. "Plaintiffs' Counsel" means Malte L. L. Farnaes, Christina M. Lucio, and Mitchell J. Murray of Farnaes & Lucio, APC and Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik, Christine T. LeVu, and Victoria B. Rivapalacio of Blumenthal Nordrehaug Bhowmik & De Blouw LLP. As set forth below, Plaintiffs' Counsel may apply to the Court for an award to be paid from the Gross Settlement Fund of attorneys' fees and costs and expenses incurred in connection with the prosecution of this matter, and all of the work remaining to be performed by Plaintiffs' Counsel in documenting the Settlement, securing Court approval of the Settlement

(including all related appellate work, if any), carrying out their duties to see that the Settlement is fairly administered and implemented, and obtaining judgment of the action.

11. The “Released Claims” means any claim for civil penalties under the PAGA and all other related remedies available under the PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that were alleged or asserted based upon the facts and/or theories alleged in the PAGA claims filed in the Lawsuit (including the First Amended Consolidated Complaint to be filed as a condition of this settlement), and/or in any notice provided pursuant to PAGA by Plaintiffs to the LWDA and Defendants (including, without limitation, in Plaintiff Pendleton’s June 7, 2022 PAGA Notice letter, Plaintiff Dela Cruz’s September 1, 2022 PAGA Notice letter, and Plaintiffs’ March 25, 2025 Amended PAGA Notice), arising out of, based on or related to any violation of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 216, 218, 221, 225.5, 226, 226.7, 227.3, 246 et seq., 351, 353, 510, 512, 558(a)(1)(2), 1182.12, 1174, 1194, 1197, 1197.1, 1198, and 2802, and Subsections 5(A)-(B) and 14 of the applicable Industrial Welfare Commission Wage Order(s), including without limitation, Wage Order 4-2001 (California Code of Regulations, Title 8, Section 11040), Wage Order 7-2001 (California Code of Regulations, Title 8, Section 11070), and any other Wage Order deemed to apply, that occurred, arose or accrued at any time during the Settlement Period.

12. “Released Parties” means Defendants Bluecrew, LLC and Bluecrew Staffing, Inc. (“Defendants”) and each of their affiliates, parent companies, subsidiaries, and clients or customers where Plaintiffs or Aggrieved Employees were assigned to work during the Settlement Period covered by this Settlement (including without limitation FN Logistics, Inc., FN Logistics, LLC, Fashion Nova, LLC, and Plenty Unlimited, Inc.), and with respect to each such entity, all of its shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders,

employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

13. “Service Awards” means the service awards to be paid to Plaintiffs, in the amount of up to Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00) each (for a combined total of \$5,000.00), which subject to Court approval, will be paid out of the Gross Settlement Amount.

14. “Settlement Administrator” means Apex Class Action Administration, which is a qualified third-party settlement administrator retained by the Plaintiffs’ Counsel to issue checks, handle all tax reporting, issue appropriate tax forms to Plaintiffs, Plaintiffs’ Counsel, and all Aggrieved Employees, and handle such other related tasks as the Parties may request. The Settlement Administrator’s duties of administration shall include, without limitation, receiving and updating through normal and customary procedures the list of Aggrieved Employees to be produced by Defendants, so that it is updated prior to the Notice being mailed, printing and mailing the Court approved Notice of Settlement, performing necessary additional skip traces on Notices and/or checks returned as undeliverable, calculating Aggrieved Employees’ shares of the Net Settlement Amount, preparing and mailing of settlement checks, responding to Aggrieved Employees’ inquiries as appropriate, preparing any appropriate tax forms in connection with the settlement payments and remitting those forms and any required payments to the appropriate governmental agencies, and generally performing all normal and customary duties associated with the administration of such settlements. All administration fees for the Settlement Administrator’s services will be paid out of the Gross Settlement Fund.

BACKGROUND AND FACTUAL RECITALS

15. On June 7, 2022, Plaintiff Pendleton, through her attorneys, sent a letter via online submission to the LWDA and Defendants, respectively, providing notice of alleged violations of

Labor Code §§ 201-204, 210, 226, 351, 353, 510, 1182.12, 1194, 1197, 1198, and 2802. The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff Pendleton was “deputized” to proceed with a civil lawsuit for civil penalties on behalf of herself, the LWDA, and other allegedly “aggrieved employees.”

16. On August 17, 2022, Plaintiff Pendleton, through her attorneys, commenced a PAGA representative action lawsuit in the San Francisco County Superior Court, styled as *Mindi Pendleton, on behalf of the State of California, v. Bluecrew Staffing, Inc. a Delaware Corporation; Bluecrew, LLC, a Delaware Limited Liability Company; and DOES 1-50, inclusive*, Case No. CGC-22-601316 against Defendants on behalf of herself, and all other “all individuals employed by Bluecrew within the State of California and who were assigned to work at stadiums in California including but not limited to Oracle Park, RingCentral Coliseum, Levi Stadium, and PayPal Park... from one year prior to the filing of the PAGA notice to the conclusion of this action” (the “Pendleton PAGA Action”). The PAGA Action sought PAGA penalties for the alleged violations of alleged violations of Labor Code §§ 201-204, 210, 226, 351, 353, 510, 1182.12, 1194, 1197, 1198, and 2802, as follows: (1) failure to pay tips/gratuities; (2) failure to pay hourly wages; (3) failure to pay overtime wages; (4) failure to pay wages due upon resignation or termination; (5) failure to reimburse necessary business expenses; (6) failure to keep and provide accurate, itemized wage statements; and (7) improper deductions from wages.

17. On September 1, 2022, Plaintiff Dela Cruz, through his attorneys, sent a letter via online submission to the LWDA and Defendants, respectively, providing notice of alleged violations of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s). The LWDA elected not to investigate the alleged violations. Accordingly, by operation of law (Labor Code § 2699(a) and § 2699.3(a)), Plaintiff Dela Cruz was

“deputized” to proceed with a civil lawsuit for civil penalties on behalf of himself, the LWDA, and other allegedly “aggrieved employees.”

18. On October 6, 2022, Plaintiff Dela Cruz, through his attorneys, commenced a class action lawsuit in the San Francisco County Superior Court, styled as *Michael Dela Cruz, on behalf of the State of California, as a private attorney general, v. Bluecrew, LLC, a Limited Liability Company; Bluecrew Staffing, Inc. and DOES 1 through 50, inclusive*, Case No. CGC-22-602240 against Defendants on behalf of himself, and “all individuals who are or previously were employed by Bluecrew, LLC and/or Bluecrew Staffing, Inc. in California and classified as non-exempt employees” (the “*Dela Cruz* Class Action”). On November 21, 2022, Defendants removed the *Dela Cruz* Class Action to the Northern District of California. On November 28, 2022, Defendants moved to compel individual arbitration of Plaintiff Dela Cruz’s individual claims and to dismiss his class claims based on his execution of a binding arbitration agreement requiring individual arbitration. On December 7, 2022, Plaintiff Dela Cruz filed a notice of voluntary dismissal without prejudice. On December 8, 2022, the Court entered an order dismissing the *Dela Cruz* Class Action without prejudice.

19. On December 8, 2022, Plaintiff Dela Cruz, through his attorneys, commenced a PAGA representative action lawsuit in the San Francisco County Superior Court, styled as *Michael Dela Cruz, on behalf of the State of California, as a private attorney general, v. Bluecrew, LLC, a Limited Liability Company; Bluecrew Staffing, Inc. and DOES 1 through 50, inclusive*, in San Francisco County Superior Court, Case No. CGC-22-603353 against Defendants on behalf of himself, and all other “all current and former aggrieved employees that worked for” Defendants (the “*Dela Cruz* PAGA Action”). The PAGA Action sought PAGA penalties for the alleged violation of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, and 2802, and California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14) (Failure to Provide Seating), and Violation of Applicable Industrial Welfare Commission Wage Order(s), as follows: (1) failure to pay for all time worked, (2) failure to pay

overtime wages and sick pay wages, (3) failure to pay overtime and meal and rest periods at the correct rate of pay, (4) failure to provide legally required meal and rest periods, (5) failure to provide accurate itemized wage statements, (6) failure to pay minimum wages, (7) unlawful deductions from wages, (8) failure to pay all wages upon termination, and (9) failure to reimburse employees for business expenses.

20. On June 20, 2023, the Parties participated in a mediation of the *Pendleton* Action and the *Dela Cruz* Action, but were unable to reach a resolution.

21. On September 11, 2023, the Parties filed a joint stipulation to consolidate the *Pendleton* Action and the *Dela Cruz* Action into the Lawsuit (as defined above). Following the Court's execution of an order approving the proposed consolidation, Plaintiffs filed a Consolidated Representative Action Complaint (the "Consolidated Complaint") on September 13, 2023. The Consolidated Complaint sought PAGA penalties for the following alleged Labor Code violations: (1) failure to pay tips/gratuities; (2) failure to pay hourly wages; (3) failure to pay minimum wages; (4) failure to pay (or properly pay) overtime wages; (5) failure to provide meal periods and to pay (or properly pay) meal period premiums in lieu thereof; (6) failure to authorize and permit rest periods and to pay (or properly pay) rest period premiums in lieu thereof; (7) failure to pay wages due upon resignation or termination; (8) failure to timely pay wages; (9) failure to maintain required records; (10) failure to reimburse necessary business expenses; (11) failure to keep and provide accurate, itemized wage statements; (12) improper deductions from wages; (13) failure to pay (or properly pay) sick wages; and (14) failure to provide suitable seating.

22. On November 18, 2024, the Parties participated in a second mediation with private mediator David Rotman. After the exchange of data and materials and extended negotiations, the Parties reached a global settlement of the Lawsuit with such settlement subject to the negotiation, preparation and execution of this Agreement and the Court's approval thereof. As part of this Settlement, and as the result of information discovered by Plaintiffs during the course of preparing for mediation, the Parties have agreed to move for settlement approval in the Lawsuit based on a First Amended Consolidated Complaint, in a form to be approved by Defendants, which will be

filed in the Lawsuit via a joint stipulation following the execution of this Agreement. The First Amended Consolidated Complaint shall assert, *inter alia*, all of the underlying claims, causes of action, and factual theories pled in the Lawsuit and discovered during the course of preparing for mediation, and/or in any notice provided pursuant to PAGA by Plaintiffs to the LWDA and Defendants (including, without limitation, in Plaintiff Pendleton's June 7, 2022 PAGA Notice letter, Plaintiff Dela Cruz's September 1, 2022 PAGA Notice letter, and Plaintiffs' March 25, 2025 Amended PAGA Notice), which are being settled pursuant to this Agreement. The Parties agreed that in the event the Court does not grant approval of the Settlement, then the First Amended Consolidated Complaint will be deemed withdrawn ab initio. For purposes of the Settlement only, Defendants will waive any defenses to the timeliness of any PAGA letters sent to the LWDA and any PAGA claims alleged in the First Amended Consolidated Complaint, and treat all such PAGA claims as running from the earliest possible PAGA limitations period applicable to either Plaintiff.

23. Defendants at all times have denied liability or wrongdoing with respect to Plaintiff's claims and maintains this position. Nonetheless, Defendants have concluded that further litigation will be protracted and expensive, and would also divert management and employee time. Defendants have taken into account the uncertainty and risks inherent in litigation and have, therefore, concluded that it is desirable that the claims in the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

24. The Parties expressly acknowledge that nothing in this Agreement, nor the fact of the Agreement itself, shall be construed or deemed an admission of liability, culpability, negligence or wrongdoing of any kind by Defendants, nor shall it constitute an admission on behalf of Defendants of any fact or allegations against them. Defendants at all times have denied Plaintiffs' claims and maintain this position.

25. Plaintiffs and Plaintiffs' Counsel believe that the claims asserted in the Lawsuit have merit. Plaintiffs and Plaintiffs' Counsel, however, recognize and acknowledge the significant expense and length of continued proceedings necessary to prosecute the litigation of the Released Claims against Defendants through trial and through appeals. Plaintiffs and Plaintiffs' Counsel

are also mindful of the possible defenses to the Released Claims. After careful consideration and mediation, Plaintiffs and Plaintiffs' Counsel have concluded that it is desirable that the Lawsuit be settled in the manner and upon the terms and conditions set forth in this Agreement.

26. Defendants contend that there is inherent risk in proceeding with this Lawsuit on the current uncertainty of California jurisprudence with respect to the PAGA and the underlying claims. Because Defendants assert that a majority of aggrieved employees have entered into arbitration agreements with Defendants, and in light of the foregoing and other legal defenses asserted as to the merits of Plaintiffs' claims, the Parties agree that the Settlement set forth herein adequately balances the risk of proceeding with the claims against any potential recovery for Plaintiffs, the LWDA, and the Aggrieved Employees and, therefore, the Agreement represents a fair and just compromise of the Released Claims.

27. It is the desire of the Parties that Plaintiffs shall release fully and completely for the Settlement Period, with respect to Plaintiffs, the LWDA, and all Aggrieved Employees, all of the Released Claims.

28. The Parties and their respective counsel of record deem the Agreement to be fair and reasonable and have arrived at the Agreement in arms-length negotiations, taking into account all relevant factors, present or potential.

COURT APPROVAL OF THE AGREEMENT

29. The Parties and their respective counsel shall, in good faith, take all necessary steps to implement this Agreement, any steps that may be requested by the Court relating to the approval of this Agreement as quickly as possible, and shall otherwise use their respective best efforts to obtain Court approval of this Agreement and implement this Agreement. The procedure for obtaining Court approval of this Agreement and implementing this Agreement shall be as set forth below.

30. Following Defendants' review as set forth in Paragraph 33 of this Agreement, Plaintiffs shall submit a motion to the Court for approval of this Agreement pursuant to Labor Code § 2699(1). Plaintiffs will request entry of an order that accomplishes the following:

- a. Approves the Agreement; and
- b. Enters judgment on the FACC in accordance with the terms of this Agreement, and pursuant to which the Court shall retain continuing jurisdiction over the Parties, the LWDA, and the Aggrieved Employees to enforce the Agreement.

31. Neither Defendants, nor their counsel, shall oppose Plaintiffs' Motion as set forth in Paragraph 29, including Plaintiffs' Counsel's Request for Attorneys' Fees and Costs, if made in accordance with this Agreement.

32. Plaintiffs' Counsel shall be responsible for ensuring that all required submittals and notifications to the LWDA under PAGA regarding this Settlement are made by Plaintiffs, and that at least the following documents are filed with the Court in anticipation of the approval hearing:

- a. A duly-noticed motion, accompanying memorandum of points and authorities prepared by Plaintiffs' Counsel (and approved by Defendants' counsel), Plaintiffs' proposed First Amended Consolidated Complaint, and such other pleadings, evidence, or other documents as may be necessary for the Court to approve the Agreement.
- b. A [Proposed] Order and Judgment for the Court's signature consistent with the terms of this Agreement.

33. Plaintiffs' Counsel will prepare Plaintiffs' motion for approval of the settlement, and not later than five court days prior to the submission thereof to the Court, they will submit near-final drafts thereof (including all supporting papers and declarations and a proposed order and judgment) to counsel for Defendants for their review and comment.

SETTLEMENT CALCULATIONS AND PAYMENTS

34. All amounts paid as part of this Settlement shall be paid out of the Gross Settlement Fund. These amounts shall be, subject to adjustment as set forth in this Agreement, as follows:

- a. Up to one-third of the Gross Settlement Fund (which is \$733,333.33, unless the GSF increases under Paragraph 38) for attorneys' fees to be paid to Plaintiffs' Counsel (or such other amount as the Court approves) split 75% to Farnaes &

Lucio, APC and 25% to Blumenthal Nordrehaug Bhowmik De Blouw LLP;

- b. Up to \$37,500 as reimbursement for litigation costs incurred to be paid to Plaintiffs' Counsel (or such other amount as the Court approves);
- c. Up to \$2,500.00 to each Plaintiff as a Service Award for a combined total of \$5,000.00 (or such other amount as the Court approves);
- d. Up to \$41,500.00 for costs of settlement administration to be paid to the Settlement Administrator (or such other amount as the Court approves);
- e. The Net Settlement Amount (\$2,200,000.00 less approved attorneys' fees, litigation costs, Plaintiffs' Service Awards and settlement administration costs), of which 75% shall be paid to the LWDA and 25% shall be paid to the Aggrieved Employees.
- f. The Parties agree that the Settlement shall not be contingent upon the Court awarding Plaintiffs' Counsel any particular amount for attorneys' fees or costs, or awarding Plaintiffs any particular amount for a service award.

35. Defendants shall have no obligation to make any payment whatsoever beyond what is set forth in Paragraph 34 (i.e., the Gross Settlement Fund). Defendants shall pay the Gross Settlement Fund amount into a Qualified Settlement Fund ("QSF") established by the Settlement Administrator within ten (10) business days after occurrence of the later of the following: (1) the Effective Date, or (2) the establishment of the QSF and Defendants being provided wiring instructions for the same.

36. In the event that a lesser sum is awarded for the attorneys' fees and costs referenced above in Paragraph 34 (a)-(b), the approval by the Court of any such lesser sum(s) shall not be grounds for Plaintiffs' Counsel and/or Plaintiffs to terminate the Settlement, but such an order shall be appealable by them. In the event that such an appeal is filed, administration of the Settlement shall be stayed pending resolution of the appeal. Thereafter, if after the exhaustion of such appellate review, any additional amounts remain which are distributable to the Aggrieved Employees, the cost of administration of such additional payments will be paid out of such

additional amounts, and will not be chargeable to or payable by Defendants. Any amount not awarded in fees and/or costs, but which is not challenged via appeal by Plaintiffs and/or Plaintiffs' Counsel, shall be added to the Net Settlement Amount and distributed to the LWDA and the Aggrieved Employees in accordance with the terms of this Agreement.

37. Each of the Aggrieved Employees shall be allocated a portion of the 25% share of Net Settlement Amount on a pro-rata basis (the "Aggrieved Employees PAGA Payment"). Each Aggrieved Employee's Individual PAGA Payment shall be calculated, by multiplying the Aggrieved Employees PAGA Payment by a fraction, the numerator of which is the total number of pay periods in which an Aggrieved Employee received wages for hours worked during the Settlement Period, and the denominator of which is the total aggregate number of pay periods in which all Aggrieved Employees received wages for hours worked during the Settlement Period.

38. For purposes of mediation and reaching resolution, the Aggrieved Employees were estimated to have received wages for hours worked in a total of approximately 160,000 pay periods during the Settlement Period. Should the actual number of pay periods for Aggrieved Employees in the Settlement Period be more than 160,000 pay periods, then Defendants shall have an election to either (a) increase the Gross Settlement Fund by a pro-rata amount equal to the percentage increase in the number of pay periods in excess of 160,000, or (b) change the ending date for the Settlement Period to a date for which the actual number of pay periods does not exceed 160,000. For example, under option (a), if the total pay periods in the Settlement Period are 168,000 pay periods, the GSF shall increase by five percent (5%).

39. The Parties are mindful that the total consideration payable hereunder is comprised of a number of separate and distinct claims by Plaintiffs, the Aggrieved Employees, and the LWDA. Accordingly, having considered the matter in detail, having performed their own separate and independent computations and estimation of the amounts potentially awardable to Plaintiffs, the Aggrieved Employees, and the LWDA at trial, and having done the foregoing with complete and satisfactory access to, and advice from, accounting and legal advisors, the Parties mutually consent and agree that the Gross Settlement Fund be apportioned among the various claims in this

action as set forth above, as it is a reasonable and arm's length determination of the character of the distribution for all purposes.

40. Within thirty (30) days after the Effective Date, Defendants will provide to the Settlement Administrator an Excel spreadsheet including the following information for each Aggrieved Employee: his/her (1) name; (2) last known address, (3) phone number, (4) Social Security Number, and (5) the number of pay periods in which the employee received wages for hours worked for Defendants during the Settlement Period. This data shall be collectively referred to as the "Database." The Database will be designated as Highly Confidential, Attorneys' Eyes Only, pursuant to a Court-approved Stipulated Protective Order, and provided by Defendants after the Settlement Administrator signs and returns to Defendants' Counsel the Acknowledgment and Agreement to be Bound attached as Exhibit A to such Protective Order. The Database shall not be provided to Plaintiffs or Plaintiffs' Counsel, and shall be used only by the Settlement Administrator, and only for purposes of administering the Settlement as provided for in this Agreement, and the Settlement Administrator shall not disclose the contents thereof except as expressly permitted under this Agreement. By taking on the administration of the Settlement, the Settlement Administrator agrees that it and its employees, agents, and representatives are bound by such protective order.

41. Within ten (10) business days following its receipt of the Database, the Settlement Administrator shall disburse the Gross Settlement Fund by (a) sending to the Aggrieved Employees, by U.S. Mail, a check representing their Aggrieved Employee Individual PAGA Payment, based on the formula set forth above in Paragraph 37, along with a copy of the Notice of Settlement Payment (a copy of which is attached hereto as **Exhibit A**); (b) issuing payment to Plaintiffs' Counsel for Plaintiffs' attorneys' fees as approved by the Court up to one-third of the GSF (est. \$733,333.33) and up to \$37,500.00 for Plaintiffs' litigation costs as approved by the Court; (c) issuing the Court-approved Service Awards to Plaintiffs; (d) issuing payment to the LWDA for 75% of the Net Settlement Amount; and (e) issuing payment to the Settlement Administrator for its costs as approved by the Court.

42. In the event that any checks mailed to Aggrieved Employees remain uncashed after the expiration of 180 days, or an envelope mailed to an Aggrieved Employee is returned and no forwarding address can be located for the Aggrieved Employee after reasonable efforts have been made, then any such funds shall be transmitted by the Settlement Administrator pursuant to governing California law to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

43. All costs for administration of the settlement, whether foreseen or unforeseen, including, but not limited to, issuing and mailing settlement checks, printing and mailing of a notice to Aggrieved Employees, responding to inquiries from Aggrieved Employees, reasonable efforts to locate Aggrieved Employees, and preparing any required tax returns and tax reports, will be paid from the Gross Settlement Fund. The Settlement Administrator shall submit one invoice to Plaintiffs' Counsel and Defendants' counsel and, if within the amount approved by the Court, such invoice shall be deemed approved and paid out of the Gross Settlement Fund.

44. Defendants shall cooperate with and assist the approved Settlement Administrator as may be reasonably necessary in conjunction with the Settlement Administrator's calculations, issuance, distribution, and reporting of settlement award checks and related taxes. The Settlement Administrator and Defendants will cooperate and coordinate with each other with respect to the calculation, reporting and payment of the settlement, in accordance with all applicable laws and requirements of government taxing authorities.

45. Any unused portion of the amount allocated in Paragraph 43 to settlement administration costs shall be reallocated to the Net Settlement Amount.

ALLOCATION AND TAX TREATMENT

46. The portion of the Net Settlement Amount distributed to each of the Aggrieved Employees will be considered penalties and interest and will be reported by the Settlement Administrator as such to each of the Aggrieved Employees on an IRS Form 1099 or as otherwise required by applicable law.

47. The Parties represent that they have not received, and shall not rely on, advice or

representations from the other party or their agents regarding the tax treatment of payments pursuant to this Settlement Agreement under federal, state, or local law. The Settlement Administrator must coordinate the calculation and remittance of all payroll taxes, if any, with Defendants to ensure compliance with the requirements of all taxing authorities related to payments made by qualified settlement funds.

48. No amount of any of payments made to Aggrieved Employees under this Settlement Agreement will constitute wages with regard to any employment-related benefit or incentive compensation plan or program previously, now or hereafter offered by or on behalf of Defendants to any of the Aggrieved Employees.

49. Plaintiffs' Counsel will provide the Settlement Administrator with a completed IRS Form W-9 and a completed California Form 590 (using the most recent versions of the Form W-9 and the Form 590) and will be issued an IRS Form 1099 by the Settlement Administrator for their attorneys' fees and costs. Plaintiffs will each provide an IRS Form W-9 to the Settlement Administrator if necessary.

RELEASE OF CLAIMS

50. Effective upon payment of the Gross Settlement Fund Amount into the QSF established by the Settlement Administrator in accordance with its wire transfer instructions provided to Defendants, Plaintiffs, the LWDA, and all Aggrieved Employees shall, for the entire Settlement Period, be deemed to have fully released and discharged the Released Parties from any and all Released Claims. Beyond the Gross Settlement Fund, and as set forth in this Settlement Agreement, Defendants shall not owe any further monies to Plaintiffs, the LWDA, or the Aggrieved Employees based upon the Released Claims. The release and discharge of the Released Claims is not contingent upon any Aggrieved Employees receiving or negotiating their settlement checks. Aggrieved Employees may not opt-out of the Settlement.

51. As part of the Court's approval of this Settlement, Plaintiffs, Aggrieved Employees and the LWDA shall be enjoined from filing, initiating or continuing to prosecute any actions, claims, complaints, or proceedings in court, arbitration, with the California Division of Labor

Standards Enforcement (“DLSE”), with the LWDA, or with any other entity, with respect to the Released Claims. This settlement is conditioned upon the release by Aggrieved Employees, Plaintiffs, and the LWDA as described in Paragraph 50, above, and upon covenants by Plaintiffs, Aggrieved Employees and the LWDA that they will not and cannot participate, unless required by law, in any actions, lawsuits, proceedings, complaints or charges brought individually, by the DLSE, the LWDA, or by any other agency, persons or entity in any court, arbitration or before any administrative body with respect to the claims released as described in Paragraph 50, above, nor will such Aggrieved Employees, Plaintiffs, or the LWDA contest or interfere with efforts by Defendants or by any other Released Parties to oppose any attempt to bring such released claims against any of them. Additionally, it is agreed herein that neither injunctive, declaratory or other equitable relief will be ordered by the Court against Defendants in approval of this Settlement, which will otherwise be grounds for Defendants rescinding and terminating this Settlement Agreement.

52. It is expressly agreed that, as part of the Court’s approval of this Agreement, it will be confirmed that there has not been any tolling of the applicable statute of limitation periods as to any claims that are not Released Claims.

53. It is agreed that this Settlement does not constitute or effectuate any waiver or limitation of the applicability of any arbitration agreement, or any argument against the enforcement of any arbitration agreement, entered into between Defendants and their current and former employees, including Plaintiffs and the Aggrieved Employees and Defendants.

VOIDING THE AGREEMENT

54. In the event: (i) the Court does not enter an order approving this Agreement as provided herein; (ii) the Court does not enter judgment as provided herein; (iii) the Effective Date does not occur; or (iv) the settlement set forth in this Agreement does not become final for any other reason, this Agreement shall be null and void *ab initio* and any order, dismissal, judgment or pleading filed with or entered by the Court in furtherance of the Settlement set forth herein (including without limitation the First Amended Consolidated Complaint) shall be treated as

withdrawn or vacated by stipulation of the Parties. In such case, the Parties shall be returned to their respective statuses as of the date immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if this Agreement had not been executed. In the event an appeal is filed from any aspect of the Court's order regarding approval of this Agreement prior to the Effective Date, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review.

MUTUAL FULL COOPERATION

55. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to execution of such documents and to take such other actions as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Plaintiffs' Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's approval of this Settlement Agreement.

MISCELLANEOUS PROVISIONS

56. Confidentiality: As set forth in this paragraph, Plaintiffs and Plaintiffs' Counsel will maintain this settlement as confidential and not publicly disclose the same. Except as otherwise agreed in writing between the Parties, both before and following the execution of this Settlement Agreement by the Parties and their counsel, there will be no direct or indirect comment or publication by Plaintiffs and Plaintiffs' Counsel of the settlement in terms of affirmative or responsive media statements/comments, press releases or conferences, website postings or content, social media postings or content, other Internet postings or content, subscribed email messages, newsletters, disseminated updates, mass mailings, or any other comment or publication to the press, media or public at large. This shall not apply to or limit the public filing of motions or other case materials by Plaintiffs' Counsel in the Lawsuit related to seeking and obtaining Court

approval of the proposed settlement and the related awards of attorneys' fees and costs and the other relief set forth in this Settlement Agreement, or merely using the Case Name and Case Number for the purposes of establishing adequacy in other court proceedings, or to communications between Plaintiffs' Counsel and Plaintiffs or Aggrieved Employees in the Lawsuit, except that prior to the filing of the motion for approval of the Settlement in the PAGA Action, Plaintiffs' Counsel shall not discuss the settlement with Aggrieved Employees other than the named Plaintiffs. The Parties understand and agree that there may be media coverage of the settlement of the Lawsuit not initiated by Plaintiffs or Plaintiffs' Counsel, directly or indirectly. If contacted, Plaintiffs' Counsel may otherwise state only that the Lawsuit has been settled on terms mutually agreeable to the parties. It is also agreed and understood that the Parties may disclose the settlement to their legal, tax, or accounting advisors, insurance companies, the LWDA, or as required by law, regulatory rules or regulatory requirements. The Parties agree that the Settlement Administrator will use U.S. Mail and its own website to provide notice and information about the settlement to the Aggrieved Employees. No information about the Action or the settlement may be posted on any of Plaintiffs' Counsel's websites except as expressly set forth herein or in the final stipulation of settlement without Defendants' prior written consent.

57. Each Party to Bear Own Costs. Except as specifically provided herein, the Parties hereto will bear responsibility for their own attorneys' fees and costs, taxable or otherwise, incurred by them or arising out of or related to this Lawsuit, and will not seek reimbursement thereof from any Party to this Agreement. However, if an action is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to his/its reasonable attorneys' fees and costs.

58. Severability. If any of the above provisions are found null, void, or inoperative, for any reason, the remaining provisions will remain in full force and effect. Notwithstanding, the invalidation in whole or in part of any material term of this Agreement, including but not limited to all the terms and provisions specified in the releases of claims, will invalidate this Agreement in its entirety unless the Parties subsequently agree in writing that the remaining provisions will

remain in force and effect.

59. Headings. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute any part of this Agreement.

60. No Admission of Liability by the Defendants. Defendants, on behalf of themselves and each and all of its respective, parents, subsidiaries and affiliates, and their respective employees and agents, denies any liability or wrongdoing of any kind associated with the claims being released herein. Defendants contend, among other things, that they have complied at all times with all applicable laws regarding the payment of wages, meal and rest breaks, wage statement requirements, pay timing and final pay requirements, overtime pay, maintaining true and accurate records, and reimbursement of business expenses, and asserts that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Neither this Settlement Agreement nor any exhibit thereto, nor any other document pertaining to the settlement contemplated herein, may be offered in any other case or proceeding as evidence of any admission by Defendants of any liability on any claims for damages or other relief. Any stipulation or admission by Defendants contained herein is made for settlement purposes only.

61. Agreement Jointly Prepared. The Parties and their attorneys have reviewed this Agreement. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement, and agree, covenant, and represent that the language in all parts of this Agreement shall be in all cases construed as a whole, according to its fair meaning.

62. Non-Evidentiary Use. Neither the fact of this Agreement, the existence of this Agreement, the terms of this Agreement, nor any order or action pursuant thereto may be referred to, relied upon, cited, or used as evidence by any of the Parties, Aggrieved Employees, or their respective counsel in the Lawsuits or in any other action or proceeding; provided, however, that nothing contained in this section shall prevent this Agreement from being used, offered, or

received in evidence in any proceeding to enforce, construe, or finalize this Agreement.

63. Amendment or Modification. Unless otherwise provided herein, this Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

64. Authorization to Enter Into Agreement. Each individual signing this Agreement warrants that he or she has the authority and is expressly authorized to enter into this Agreement on behalf of the party for which that individual signs.

65. Advice of Counsel. The Parties to this Agreement are represented by competent counsel, and they have had an opportunity to consult with counsel. The Parties to this Agreement agree that it reflects their good faith compromise of the claims raised in this action, based upon their assessment of the mutual risks and costs of further litigation and the assessments of their respective counsel.

66. Assignment. None of the rights, commitments, or obligations recognized under this Agreement may be assigned by any Party, Aggrieved Employee, Plaintiffs' Counsel, or Defendants' Counsel without the express written consent of each Party and their respective counsel hereto. The representations, warranties, covenants, and agreements contained in this Agreement are for the sole benefit of the Parties under this Agreement, the LWDA, and the Aggrieved Employees, and shall not be construed to confer any right or to avail any remedy to any other person.

67. Governing Law. This Agreement shall be governed, construed, and interpreted, and the rights of the Parties shall be determined, in accordance with the laws of the State of California, irrespective of the State of California's choice of law principles.

68. Entire Agreement. This Agreement and any supplemental written agreement subsequently incorporated constitute the entire Agreement among these Parties, and no oral or written representations, warranties or inducements have been made to any Party concerning this Agreement other than the representations, warranties and covenants contained and memorialized herein. With the exception of any arbitration agreements entered into between Defendants and

any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties.

69. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

70. Cooperation. The Parties shall cooperate fully with one another and to use their best efforts to consummate the Agreement and cause the Court to enter an order and judgment as described herein. No Party to this Agreement shall seek to evade his, her or its good faith obligations to seek approval and implementation of the Agreement by virtue of any ruling, order, or other development, whether in the Lawsuits, in any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative strengths of the Parties with respect to any claims or defenses of their relative bargaining power with respect to negotiating.

* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED: 04/01/25


Mindi Pendleton (Apr 1, 2025 13:02 PDT)
Mindi Pendleton

DATED:

Michael Dela Cruz

any of the Aggrieved Employees, and the Parties' Memorandum of Understanding, which remain in force and are not superseded hereby, this Agreement, once it is fully executed, supersedes any and all prior agreements between the Parties.

69. Counterparts. This Agreement, and any amendments hereto, may be executed in any number of counterparts (and by DocuSign or electronically-transmitted signatures, which shall be deemed to be originals) and any Party and/or their respective counsel hereto may execute any such counterpart, each of which when executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute but one and the same instrument. It shall not be necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

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* * *

EACH OF THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS CONSEQUENCES.

IT IS SO STIPULATED AND AGREED:

DATED:

Mindi Pendleton

DATED: **04/04/2025**



Michael Dela Cruz (Apr 4, 2025 15:10 PDT)

Michael Dela Cruz

DATED:

BLUECREW, LLC
BLUECREW STAFFING, INC.

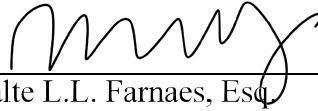
By: _____

Its: _____

APPROVED AS TO FORM:

DATED: March 25, 2025

FARNAES & LUCIO APC



Malte L.L. Farnaes, Esq.
Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Attorneys for Plaintiff Mindi Pendleton

DATED:

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal, Esq.
Kyle R. Nordrehaug, Esq.
Aparajit Bhowmik, Esq.
Attorneys for Plaintiff Michael Dela Cruz

DATED:

MCGUIREWOODS LLP

By: _____

Sabrina A. Beldner, Esq.
Andrew W. Russell, Esq.
David Szwarczstejn, Esq.
Attorneys for Defendants
Bluecrew, LLC and Bluecrew Staffing, Inc.

DATED:

BLUECREW, LLC
BLUECREW STAFFING, INC.

By: _____

Its: _____

APPROVED AS TO FORM:

DATED:

FARNAES & LUCIO APC

Malte L.L. Farnaes, Esq.
Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Attorneys for Plaintiff Mindi Pendleton

DATED: 4/4/25

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**



Kyle Nordrehaug, Esq.
Aparajit Bhowmik, Esq.
Attorneys for Plaintiff Michael Dela Cruz

DATED:

MCGUIREWOODS LLP

By: _____

Sabrina A. Beldner, Esq.
Andrew W. Russell, Esq.
David Szwarczstejn, Esq.
Attorneys for Defendants
Bluecrew, LLC and Bluecrew Staffing, Inc.

DATED:

BLUECREW, LLC
BLUECREW STAFFING, INC.

By: _____

Its: Chief Legal Officer

APPROVED AS TO FORM:

DATED:

FARNAES & LUCIO APC

Malte L.L. Farnaes, Esq.
Christina M. Lucio, Esq.
Mitchell J. Murray, Esq.
Attorneys for Plaintiff Mindi Pendleton

DATED:

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

Norman B. Blumenthal, Esq.
Kyle R. Nordrehaug, Esq.
Aparajit Bhowmik, Esq.
Attorneys for Plaintiff Michael Dela Cruz

DATED: March 31, 2025

MCGUIREWOODS LLP

By: _____

Sabrina A. Beldner, Esq.
Andrew W. Russell, Esq.
David Szwarczstejn, Esq.
Attorneys for Defendants
Bluecrew, LLC and Bluecrew Staffing, Inc.

EXHIBIT A

NOTICE OF SETTLEMENT PAYMENT

Mindi Pendleton v. Bluecrew Staffing, Inc. et al.

Michael Dela Cruz v. Bluecrew, LLC et al.

Consolidated Representative Action

(San Francisco Superior Court Case Nos. CGC-22-601316 & CGC-22-603353)

[Address Line 1]

[Address Line 2]

[Address Line 3]

[Dear Mr./Ms. ____]:

You are receiving this letter and the accompanying check made payable to you pursuant to a court-approved settlement in the matter of *Mindi Pendleton v. Bluecrew Staffing, Inc. et al. / Michael Dela Cruz v. Bluecrew, LLC et al.* The check is in the amount of \$ [REDACTED] and is for your share of the “Net Settlement Amount” under the approved settlement agreement in the above-referenced lawsuit. This check is valid for 180 days from the date of issuance, and for tax purposes, an IRS Form 1099 will be issued to you for this payment.

Please read this letter carefully. It explains the matter and how the settlement affects you.

A. Why Am I Receiving This Notice And This Check?

Mindi Pendleton and Michael Dela Cruz (“Plaintiffs”) have sued Bluecrew, LLC and Bluecrew Staffing, Inc. (“Defendants”) in a Consolidated Representative Action under the California Labor Code Private Attorney General Act (“PAGA”) based on alleged violations of California Labor Code §§ 201, 202, 203, 204 et seq., 210, 216, 218, 221, 225.5, 226, 226.7, 227.3, 246 et seq., 351, 353, 510, 512, 558(a)(1)(2), 1182.12, 1174, 1194, 1197, 1197.1, 1198, and 2802, and Subsections 5(A)-(B) and 14 of the applicable Industrial Welfare Commission Wage Order(s) (the “PAGA Action”). The PAGA Action is pending in San Francisco County Superior Court, Case Nos. CGC-22-601316 & CGC-22-603353 (hereinafter, the “Lawsuit”).

On _____, 2025 the Court approved the filing of a First Amended Consolidated Complaint in the PAGA Action to add certain allegations to the PAGA Action.

Plaintiffs and Defendants have reached a settlement, and you are eligible to receive a payment from this settlement because one or more wage statements were issued to you by Defendants that included wages for work performed between November 3, 2021 through February 23, 2025 (the “Settlement Period”).

Plaintiffs alleges that Defendants violated the California Labor Code by failing to pay tips/gratuities; failing to pay hourly wages, failing to pay minimum wages; failing to pay (or properly pay) overtime wages; failing to provide meal periods and to pay (or properly pay) meal period premiums in lieu thereof; failing to authorize and permit rest periods and to pay (or properly pay) rest period premiums in lieu thereof; failing to pay wages due upon resignation or termination; failing to timely pay wages; failing to maintain required records; failing to reimburse necessary business expenses; failing to keep and provide accurate, itemized wage statements; making improper deductions from wages; failing to pay (or properly pay) sick wages; and failing to provide suitable seating. By statute, the amounts recovered under PAGA must be paid 75% to the State of California, and 25% to the impacted employees.

The individuals impacted by this settlement include all individuals who were employed by and worked in an hourly-paid, non-exempt role and who received wages for work performed for Defendants at any time in the Settlement Period, which is from November 3, 2021 through February 23, 2025 (the “Aggrieved Employees”). According to Defendants’ records, you fall within this definition, and you are therefore receiving this notice and the enclosed check.

Defendants deny Plaintiffs’ allegations. Specifically, Defendants maintain that they have complied with all applicable laws in connection with respect to the payment of any type of wages (including, without limitation, hourly wages, minimum wages, overtime wages, meal and rest break premium payments and sick pay), the provision of meal and rest breaks, wage statement requirements, pay timing and final pay requirements, reimbursement of business expenses, making deductions from wages, compliance with suitable seating requirements, and the maintaining of true and accurate records, and Defendants assert that the Aggrieved Employees were properly treated at all times in compliance with applicable laws. Defendants therefore dispute that any amounts are owed. **The settlement – and the amount you are receiving – represents a compromise resolution of disputed claims.**

B. How Has The Court Ruled?

The Court has not ruled on the merits of the claims, Defendants’ defenses, or any of the contentions of the parties with respect to the PAGA claim being settled. No inferences regarding the merits of the Lawsuit should be drawn from the fact there is a settlement.

Instead, the parties agreed to a settlement, which entails a compromise by both sides. That way, each side avoids the costs, risks and uncertainty of a trial.

C. What Rights Am I Giving Up?

By operation of the court-approved settlement, the Aggrieved Employees are deemed to have fully released and discharged the “Released Parties” from any and all “Released Claims” during the “Settlement Period,” which means the inclusive time period from November 3, 2021 through February 23, 2025.

“Released Parties” means Defendants and each of their affiliates, parent companies, subsidiaries, and clients or customers where Plaintiffs or Aggrieved Employees were assigned to work (including without limitation FN Logistics, LLC and Fashion Nova, LLC), and with respect to each such entity, all of its shareholders, officers, officials, partners, directors, members, owners, servants, employees, employers, agents, contractors, attorneys, insurers, predecessors, representatives, accountants, executors, personal representatives, successors and assigns, past, present, and future, and each and all of their respective officers, partners, directors, members, owners, servants, agents, shareholders, employees, employers, agents, contractors, representatives, executors, personal representatives, accountants, insurers, attorneys, and any employee benefit plans of any nature and the respective trustees, administrators, sponsors, fiduciaries, successors, agents and employees of all such plans, predecessors, successors and assigns, past, present, and future, and all persons acting under, by, through, or in concert with any of them.

“Released Claims” means any claim for civil penalties under PAGA and all other related remedies available under PAGA for all allegations, claims, debts, rights, demands, charges, complaints, actions, causes of action, guarantees, interest, costs, expenses, attorneys’ fees, damages, obligations or liabilities of any and every kind, contingent or accrued, that are, were or reasonably could have been alleged or asserted based upon the facts and/or theories alleged in the pleadings filed in the Lawsuit and/or in any notice provided pursuant to PAGA by Plaintiff to the LWDA and Defendants, arising out of, based on or related to any violation of Labor Code Sections 201, 202, 203, 204 et seq., 210, 216, 218, 221, 225.5, 226, 226.7, 227.3, 246 et seq., 351, 353, 510, 512, 558(a)(1)(2), 1182.12, 1174, 1194, 1197, 1197.1, 1198, and 2802,

and Subsections 5(A)-(B) and 14 of the applicable Industrial Welfare Commission Wage Order(s), including without limitation, Wage Order 4-2001 (California Code of Regulations, Title 8, Section 11040), Wage Order 7-2001 (California Code of Regulations, Title 8, Section 11070), and any other Wage Order deemed to apply, that occurred, arose or accrued at any time during the Settlement Period.

Note: Any valid and enforceable arbitration agreement entered into between you and Defendants remains in full force and effect and is not waived or limited as a result of this settlement.

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