

FILED

Superior Court of California
County of San Francisco

NOV 28 2023

CLERK OF THE COURT

BY: Clara Bonyed
Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 613

ASHLEY AHNfeldt and NEDA ARBABI,
individually and on behalf of all other similarly
situated employees,

Plaintiffs,

v.

RESTORATION HARDWARE, INC., and
DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-22-602762

ORDER GRANTING PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT

Plaintiffs Ashley Ahnfeldt, Neda Arbabi, and Amy Manson ("Plaintiffs") and Defendant Restoration Hardware, Inc. ("Defendant") have entered into Class Action and PAGA Settlement Agreement ("Settlement Agreement")¹ attached as Exhibit 2 to the Supplemental Declaration of Shounak S. Dharap in Support of Plaintiffs' Motion for Preliminary Approval, dated October 6, 2023, which, if approved, would resolve the putative class and PAGA action. Plaintiffs filed a motion for preliminary approval of class action and PAGA settlement. Upon review and consideration of the motion papers and supplemental documents submitted by the parties as requested by the Court, including the Settlement Agreement and all exhibits thereto, the Court determines and orders as follows:

1. The Court has jurisdiction over this matter and venue is proper.

¹ This Order hereby incorporates by reference the definitions of the Settlement Agreement as though fully set forth herein, and all terms used herein shall have the same meaning as set forth in the Settlement.

2. This action is provisionally certified as a class action, for settlement purposes only, pursuant to California Code of Civil Procedure section 382 and California Rules of Court rule 3.763.

The Plaintiff Class is defined as follows: all current and former employees who worked for RH as a Delivery Ambassador in California at any time from November 4, 2018 to November 28, 2023.

The PAGA Group is defined as follows: all current and former employees who worked for RH as a Delivery Ambassador in California at any time from August 31, 2021 to November 28, 2023.

3. The Court conditionally approves the proposed settlement as within the range of possible final approval.

4. The Court conditionally appoints Arns Davis Law Firm as Class Counsel for the Plaintiff Class.

5. The Court preliminarily appoints plaintiffs Ashley Ahnfeldt, Neda Arbabi, and Amy Manson as Class Representatives for the Plaintiff Class.

6. The Court preliminarily finds, for purposes of this Settlement only, that the Class Representatives and Class Counsel fairly and adequately represent and protect the interests of the absent Plaintiff Class.

7. The Court approves and appoints Simpluris to serve as the Settlement Administrator and directs Simpluris to carry out all duties and responsibilities of the Settlement Administrator specified in the Settlement Agreement.

8. Pursuant to California Rules of Court rule 3.769(f), the Court approves the manner of class notice set forth in the Settlement Agreement. The Court approves the form and content of the Notice of Class Action and PAGA Settlement attached as **Exhibit A**. The Court finds that the Notice constitutes the best notice practicable under the circumstances and is valid, due and sufficient notice to the Settlement Class of the pendency of the action, preliminary certification of the Settlement Class, the terms of the Settlement, procedures for objecting to the settlement, and time and place of the Final Approval Hearing. The proposed manner of class notice satisfies the requirements of due process, and complies with applicable law, including California Code of Civil Procedure Section 382 and California Rules of Court rule 3.769. Class Counsel shall proofread the Notice for typos and fill in all blanks, including all highlighted dates and addresses prior to sending the Notice. Class Counsel should correct the typo in the

1 last sentence of Section 8.

2 9. No later than **December 15, 2023 (fifteen (15) calendar days after entry of this order)**,
3 Defendant shall provide to the Settlement Administrator with the Class Data in the form of a Microsoft
4 Excel spreadsheet.

5 10. No later than **December 27, 2023 (fourteen (14) calendar days after receipt of the class**
6 **data)**, the Settlement Administrator shall mail the Class Notice to all Class Members, using the most
7 current mailing address available via first-class United States mail. Before mailing the Class Notices, the
8 Administrator shall update the Class Member addresses using the National Change of Address database.
9 With respect to any returned Class Notices, the Settlement Administrator shall re-mail any Notices
10 returned with a forwarding address within seven (7) calendar days. For any Notices returned without a
11 forwarding address, the Settlement Administrator shall conduct a National Change of Address search,
12 followed by a computer/SSN and “skip trace” search to obtain an updated address, and shall re-mail the
13 Notices to any newly found address or addresses.

14 11. The deadline by which the Plaintiff class may opt out or object shall be **forty-five (45)**
15 **calendar days** after the Notice is sent. The deadline for Class Members to whom the notice is remailed
16 after being returned as undeliverable to the Administrator shall be extended an additional **fourteen (14)**
17 **calendar days** after the Administrator’s initial mailing of the Class Notice to the Class Members. This is
18 a postmark deadline.

19 12. **Requests for Exclusion:** A Class Member requesting to be excluded must send the
20 Settlement Administrator a written, signed Request for Exclusion by fax, email, or mail by the deadline.
21 The written exclusion should include the Class Member’s name, address, and telephone number, a
22 statement that the Class Member wishes to be excluded from the Settlement, and the case name and
23 number.

24 13. **Objections:** A Class Member objecting to the Settlement may do so in writing and fax,
25 email, or mail a written objection to the Settlement Administrator. A written objection should include the
26 Class Member’s name, address, and telephone number, (2) the Class Member’s dates of employment, (3)
27 the reasons for the Class Member’s objection(s), and (4) the case name and number. However, a Class
28 Member does not have to make a written objection in order to appear at the Final Approval Hearing and

1 can appear without needing to notify counsel prior to the hearing.

2 14. If a Class Member submits both a request for exclusion and an objection, the request for
3 exclusion will be deemed valid and the written Objection will be invalid and disregarded.

4 15. Participating Class Members will have one hundred and eighty (180) calendar days from
5 the date of issuance of the check to cash their check.

6 16. All papers filed in support of Plaintiff's motion for attorneys' fees and costs, and a service
7 award, shall be filed by **January 4, 2024**. This date is at least thirty (30) days prior to the deadline for
8 submitting requests for exclusion and objections.

9 17. Class Counsel shall file their motion for final approval of the Class Action Settlement and
10 entry of a Final Approval Order and Judgment no later than **March 21, 2024**.

11 18. A final approval hearing shall be held on **April 24, 2024, at 10:00 a.m.** in Department
12 613, San Francisco Superior Court, 400 McAllister Street, San Francisco, CA 94102, at which the Court
13 will determine whether the settlement should be finally approved as fair, reasonable and adequate to the
14 Settlement Class; whether the Final Approval Order and Judgment should be entered; whether Class
15 Counsel's Application for Attorneys' Fees and Costs should be approved; and whether any request for a
16 service award should be approved.

17 19. The Court reserves the right to modify the date of the Final Approval Hearing and related
18 deadlines set forth herein. The Final Approval Hearing may be postponed, adjourned or continued by
19 Order of the Court without further notice to the Class Members.

20 20. If for any reason the Court does not approve the Settlement, it will be of no force or effect,
21 and the Parties shall be returned to their original respective positions.

22 21. Pending the final determination of whether the settlement should be approved, all
23 proceedings in this Action, except as may be necessary to implement the settlement or comply with the
24 terms of the settlement, are hereby stayed.

25 IT IS SO ORDERED.

26 Dated: November 28, 2023

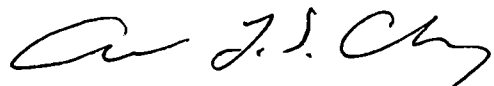
27 
28 ANDREW Y.S. CHENG
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL**

Ashley Ahnfeldt, et al. v. Restoration Hardware, Inc.

Case No. CGC-22-602762

The Superior Court for the State of California authorized this Notice. Read it carefully! It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from an employee class and representative action lawsuit ("Action") against Restoration Hardware, Inc. ("RH" or "Defendant") for alleged wage and hour violations. The Action was brought by former employees Ashley Ahnfeldt, Neda Arbabi, and Amy Manson ("Plaintiffs"), alleging claims for: (1) unpaid wages, (2) unpaid overtime, (3) denial of meal and rest periods, (4) failure to properly report pay, (5) waiting time penalties, (6) violation of California's unfair competition law, and (7) civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). All of Plaintiffs' allegations are based on the theory that RH misclassified them and other employees in the role of Delivery Ambassadors in California as exempt from overtime and other California Labor Code provisions. Through this Action, Plaintiffs seek to represent a class that consists of all current and former employees who worked for RH as a Delivery Ambassador in California at any time from November 4, 2018 to [date of preliminary approval] ("Class Members"), in addition to a PAGA Group that consists of all current and former employees who worked for RH as a Delivery Ambassador in California at any time from August 31, 2021 to [date of preliminary approval] ("PAGA Group Members").

The proposed Settlement has two main parts: (1) a Class Settlement requiring RH to fund Individual Class Payments, and (2) a PAGA Settlement requiring RH to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency ("LWDA").

Based on RH's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$_____ (less applicable withholdings) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to RH's records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the period from August 31, 2021 to [date of preliminary approval] (the "PAGA Period").)

The above estimates are based on RH's records showing that **you worked _____ workweeks** in the position of Delivery Ambassador in California during the period from November 4, 2018 to [date of preliminary approval] (the "Class Period"), and **you worked _____ workweeks** in the position of Delivery Ambassador in California during the PAGA Period. If you believe that you worked more workweeks in the position of Delivery Ambassador during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read

and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a Judgment that requires RH to make payments under the Settlement and requires Class Members and PAGA Group Members to give up their rights to assert certain claims against RH.

If you worked for RH during the Class Period and/or the PAGA Period, you have three basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment. By participating, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against RH.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against RH. If you are a PAGA Group Member, you will remain eligible for an Individual PAGA Payment. You cannot request to opt out from the release of PAGA claims.
- (3) **Object to the Settlement.** All Participating Class Members can object to the class action components of the proposed Settlement. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. You cannot object to the class action components of the proposed Settlement if you opt out of the Settlement. You cannot object to the LWDA and PAGA payments of the proposed Settlement. RH must pay Individual PAGA Payments to all PAGA Group Members, and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).

RH will not retaliate against you for any actions taken with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage and hour claims that are covered by this Settlement (Released Class Claims and Released PAGA Claims).
---	--

You Can Opt Out of the Class Settlement but not the PAGA Settlement Opt Out Deadline is [DATE]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Sections 6 and 7 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. RH must pay Individual PAGA Payments to all PAGA Group Members, and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Participating Class Members can object to the class action components of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice. You cannot object to the PAGA portion of the proposed Settlement. RH must pay Individual PAGA Payments to all PAGA Group Members, and the PAGA Group Members must give up their rights to pursue Released PAGA Claims (defined below).
You Can Attend the Final Approval Hearing on [DATE]	The Court's Final Approval Hearing is scheduled to take place on [DATE]. You don't have to attend, but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice. If the Court rejects your objection, you will still be bound by the terms of the settlement as if you did nothing.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted By [DATE]	The amount of your Individual Class and PAGA Payments depends on how many workweeks you worked in the position of Delivery Ambassador during the Class Period and PAGA Period. The number of workweeks you worked according to RH's records is stated on the first page of this Notice. If you disagree with this number, you must challenge the calculation by [DATE]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former salaried, exempt Delivery Ambassadors for RH. Plaintiffs brought this Action, alleging claims for (1) unpaid wages, (2) unpaid overtime, (3) denial of meal and rest periods, (4) failure to properly report pay, (5) waiting time penalties, (6) violation of California's unfair competition law, and (7) civil penalties pursuant to PAGA. All of Plaintiffs' allegations are based on the theory that RH misclassified them and other California employees in the role of Delivery Ambassadors as exempt from overtime and other California Labor Code provisions. Plaintiffs are represented by attorneys in this action: Arns Davis Law ("Class Counsel").

RH strongly denies any liability or wrongdoing, or that any compensable injury arose out of any of the matters alleged in the Action, and RH contends it has complied with all applicable laws and regulations in connection with its employment of Plaintiffs and all the employees they purport to represent.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has not yet decided as to whether RH or Plaintiffs are correct on the merits. Instead, Plaintiffs and RH resolved the matter by negotiating this Settlement that is subject to the Court's approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, RH does not admit any liability or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that (1) RH has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and PAGA Group Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

Gross Settlement Payment

RH will pay \$1,950,000 as the Gross Settlement Amount ("Gross Settlement"). RH has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants Final Approval, RH will fund the Gross Settlement not more than 14 days after the Effective Date. The Effective Date means either (a) the date 60 days after the Court enters Judgment on its Order Granting Final Approval of the Settlement, if no motions for reconsideration and no appeals or other efforts to obtain review have been filed, or (b) in the event that a motion for reconsideration, an appeal, or other effort to obtain review of the Judgment, the date sixty (60) days after such reconsideration, appeal, or review has been finally concluded and is no longer subject to review, whether by appeal, petition for rehearing, petition for review or otherwise.

Court Approved Deductions from Gross Settlement Payment

At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- Up to \$649,935 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$9,400 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$10,000 for Ashley Ahnfeldt, \$10,000 for Neda Arbabi, and \$15,000 for Amy Mason as Class Representative Awards for filing the Action, working with Class Counsel, and representing the Class. The Class Representative Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- Up to \$5,000 to the Administrator for services administering the Settlement.
- Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the PAGA Group Members based on the number of workweeks worked in the position of Delivery Ambassador in California during the PAGA Period.

Participating Class Members have the right to object to any of these deductions. The Court will consider all timely objections.

Net Settlement Distributed to Class Members

After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their workweeks worked in the position of Delivery Ambassador in California during the Class Period ("Class Workweeks"). **You will have 180 days after the date of mailing to cash Individual Payment Checks.**

Taxes Owed on Payments to Class Members

Plaintiffs and RH are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. RH will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and RH have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

Need to Promptly Cash Payment Checks

The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the money will be deposited with the California Controller's Unclaimed Property Fund in your name. If the money represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs)

You will be treated as a Participating Class Member, and included in the Class Settlement, unless you notify the Administrator in writing, not later than 45 days after the Administrator mailed this Notice (plus an additional 14 days if your Notice was re-mailed), that you wish to opt-out. The easiest way to notify the Administrator that you wish to opt out is to send a written and signed Request for Exclusion by the [DATE] response deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against RH.

You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against RH alleged in the Action for the PAGA Period.

The Proposed Settlement Will be Void if the Court Denies Final Approval

It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and RH have agreed that, in either case, the Settlement will be void: RH will not pay any money and Class Members will not release any claims against RH.

Administrator

The Court has appointed a neutral company, Simpluris (the "Administrator"), to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release

After the Judgment is final and RH has fully funded the Gross Settlement and paid all employer payroll taxes on the Wage Portions, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit or other proceeding against RH or any Released Parties for any Released Class Claims.

The Participating Class Members will be bound by the following release: All Participating Class Members, together and individually, on behalf of themselves and their

respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the Released Class Claims during the Class Period.

Released Class Claims: All claims, rights, demands, debts, liabilities, obligations, damages, and actions or causes of action of any kind that were alleged in the Operative Complaint or the PAGA Notice, or that could reasonably have been alleged against any of the Released Parties, arising from, related to, or based on the same set of operative facts as those set forth in the operative First Amended Complaint or the PAGA Notice during the Class Period, or any facts discovered in the course of the litigation, including (without limitation): (i) all claims for unpaid wages, including unpaid minimum wages, straight-time wages, and overtime wages; (ii) all claims for meal and rest break violations and for failure to pay meal and rest break premiums; (iii) all claims for failure to timely pay wages upon termination; (iv) all claims for failure to timely pay wages during employment; (v) all claims for failure to reimburse for necessary business expenses; (vi) all claims for wage statement violations and failure to maintain accurate records; and (vii) all claims asserted under California Labor Code sections 201, 202, 203, 204, 210, 216, 218, 226, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, and the Wage Orders promulgated thereunder based on the preceding claims listed in (i) through (vii), California Business & Professions Code § 17200, et seq., and California Code of Civil Procedure sections 382 and 1021.5. Expressly excluded from the Released Class Claims are (a) claims for wages in Workers' Compensation and Unemployment Insurance benefit cases and (b) claims for benefits under the Employee Retirement Income Security Act of 1974 (ERISA)

"Released Parties" means RH, its present, former or future parents, subsidiaries, affiliates, divisions, corporations in common control, predecessors, successors and assigns, and each of their respective present, past or future officers, directors, employees, partners (both general and limited), shareholders, agents, attorneys, insurers, and any other successors, assigns, or legal representatives.

PAGA Group Members' PAGA Release

After the Court's Judgment is final, and RH has paid the Gross Settlement (and paid the employer-side payroll taxes), all PAGA Group Members will be barred from asserting PAGA claims against RH and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all PAGA Group Members, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other lawsuit or other proceeding against RH or any Released Parties for any Released PAGA Claims.

The PAGA Group Members will be bound by the following release: PAGA Group Members, together and individually, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, executors, administrators, successors, and assigns, shall fully and forever release and discharge all of the Released

Parties, or any of them, from each of the Released PAGA Claims during the PAGA Period.

Released PAGA Claims: All claims asserted pursuant to California Labor Code § 2698, et seq., that arise out of or are related to the Released Class Claims during the PAGA Period.

4. HOW WILL MY PAYMENT BE CALCULATED?

Individual Class Payments will be calculated by dividing the Net Settlement Amount by the total number of workweeks worked in the position of Delivery Ambassador in California by all Participating Class Members during the Class Period, and multiplying the result by each Participating Class Member's workweeks worked in the position of Delivery Ambassador in California during the Class Period.

Individual PAGA Payments will be calculated based on each PAGA Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her workweeks worked in the position of Delivery Ambassador in California during the PAGA Period. The 25% share paid to the PAGA Group will be divided by the aggregate total number of workweeks worked by PAGA Group Members in the position of Delivery Ambassador in California during the PAGA Period, resulting in the "PAGA Workweek Value." To determine each PAGA Group Member's Individual PAGA Payment, the Administrator will multiply each individual PAGA Group Member's workweeks worked in the position of Delivery Ambassador in California during the PAGA Period by the PAGA Workweek Value.

If you think the number of your workweeks in the position of Delivery Ambassador in California is incorrect, you have until [DATE] to challenge the number of workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information. You need to send supporting evidence of your challenge such as pay stubs or other records. The Administrator will accept RH's calculation of workweeks based on RH's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals, because the documents will not be returned to you. The Administrator will resolve workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and RH's Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge the final decision.

5. HOW WILL I GET PAID?

To Participating Class Members, the Administrator will send, by U.S. mail, a check to every Participating Class Member (i.e., every Class Member who doesn't opt-out). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

To Non-Participating Class Members, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every PAGA Group Member who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ashley Ahnfeldt, et al. v. Restoration Hardware, Inc.* with the Case Number CGC-22-602762, and include your identifying information (full name, address, telephone number, approximate dates of employment, and Social Security number for verification purposes). **The Administrator must be sent your request to be excluded no later than 45 days from the date of mailing of this notice (plus an additional 14 days if remailed), or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

You cannot request to opt out from the release of Released PAGA Claims.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the class components of the Settlement. Class Members (whether Participating Class Members or not) cannot object to the PAGA components of the Settlement. A Non-Participating Class Member may not object to the Settlement. If you are a Participating Class Member and you decide to object to any portion of the class Settlement, the deadline for sending a written objection to the Administrator is [DATE]. Be sure to include (1) your name, address, and telephone number; (2) your dates of employment; (3) what you object to and why you object; and (4) the Case name and number (*Ashley Ahnfeldt, et al. v. Restoration Hardware, Inc.* Case No. CGC-22-602762).

Alternatively, a Participating Class Member can object (or retain a lawyer at your own cost to object) by attending the Final Approval Hearing without having made a written objection or notifying anyone. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (below) for specifics regarding the Final Approval Hearing.

If the Court rejects your objection, you will still be bound by the terms of the settlement as if you did nothing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You are not required to, but you can attend the Final Approval Hearing on [DATE] at [TIME] in Department [XX] of the San Francisco Superior Court, located at the Civic Center Courthouse, 400 McAllister Street, San Francisco, CA 94102-4514. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can appear (or hire an attorney to appear) personally or virtually via CourtCall. You may schedule a virtual appearance through CourtCall by visiting the website at <https://courtcall.com/schedule/>. Then follow the steps below:

- i. Register with CourtCall: You will need to register with CourtCall. Locate the registration section. Follow the provided instructions to create an account.
- ii. Select the Hearing: Log in to your CourtCall account and select the specific hearing or case for which you want to set up a remote appearance. Ensure you have all the necessary information, such as the case number (CGC-22-602762), date [DATE], and time of the hearing [TIME].
- iii. Pay Fees: CourtCall may charge fees for remote appearances. Make the required payment through the CourtCall platform.
- iv. Test Equipment: Before the scheduled hearing, test your computer or mobile device, camera, microphone, and internet connection to ensure they are in working order. CourtCall provides guidelines for system requirements and testing on their website.
- v. Download the CourtCall Application: If CourtCall requires you to use their application for remote appearances, download and install the CourtCall software or app on your device. Follow the installation instructions provided.
- vi. Login and Join the Hearing: On the day of the hearing, log in to your CourtCall account a little earlier than the scheduled time. Find the scheduled hearing on your dashboard and click to join it.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's Docket by going to <https://sf.courts.ca.gov/online-services/case-information>. From here navigate "Civil Case Query" and click "Access Now." You will be prompted to enter the case number (CGC-22-602762) and then the docket will list the scheduled time and date for the Final Approval Hearing. Otherwise you may Administrator's website [website link] beforehand or contact Class Counsel (see Section 9) to verify the date and time of the Final Approval Hearing.

9. WHERE CAN I GET MORE INFORMATION?

This Notice is only a summary of the case and the Settlement. For a more detailed statement of the matters involved in the case and the Settlement, you may refer to the pleadings, the Settlement Agreement, and other papers filed in this case at no cost, located on the San Francisco Superior Court's website at <https://www.sfsuperiorcourt.org/online-services>. All inquiries by Class Members regarding the Class Notice and/or the Settlement should be directed to Class Counsel or the Administrator using the contact information below. **DO NOT CALL THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.**

Class Counsel:

Arns Davis Law
Shounak S. Dharap (ssd@arnslaw.com)
Katherine A. Rabago (kar@arnslaw.com)
515 Folsom St, 3rd Floor
San Francisco CA 94105
(415) 495 7800

Settlement Administrator:

Simpluris
3194-C Airport Loop Drive
Costa Mesa, CA 92626
1 (800) 779-2104
www.simpluris.com

10. WHAT IF I LOST MY SETTLEMENT CHECK?

If you lose or misplace your check before cashing it, the Administrator can reissue the check only if you request a replacement before the void date on the face of the original check.

If your check is already void, you should consult the Unclaimed Property Fund of California State Controller's Office for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.251)

I, CLARK BANAYAD, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On November 28, 2023, I electronically served the ATTACHED DOCUMENT(S) via File&ServeXpress on the recipients designated on the Transaction Receipt located on the File&ServeXpress website.

I also served via email transmission the attached document(s) on the following party/parties as shown below.

Dated: November 28, 2023

Brandon E. Riley, Clerk

By: 
CLARK BANAYAD, Deputy Clerk