

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement” or “Settlement”) is made by and between plaintiffs Ashley Ahnfeldt, Neda Arbabi, Amy Manson (“Plaintiffs”), and defendant Restoration Hardware, Inc. (“Defendant” or “RH”). The Agreement refers to Plaintiffs and RH collectively as “the Parties.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiffs’ lawsuit alleging wage and hour violations against RH captioned *Ashley Ahnfeldt, et al. v. Restoration Hardware, Inc.*, Case No. CGC-22-602762, initiated on November 4, 2022, and pending in Superior Court of the State of California, County of San Francisco.
- 1.2 “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Class” means all current and former employees who worked for RH as a Delivery Ambassador in California at any time during the Class Period.
- 1.5 “Class Counsel” means the Arns Davis Law Firm.
- 1.6 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.7 “Class Data” means Class Member and PAGA Group Member identifying information in RH’s possession, including the Class Member’s and/or PAGA Group Member’s name, last-known mailing address, Social Security number, and number of Class Workweeks and PAGA Workweeks.
- 1.8 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as a PAGA Group Member).
- 1.9 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.10 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

- 1.11 “Class Period” means the period from November 4, 2018 to the date the Court enters Preliminary Approval of the Settlement.
- 1.12 “Class Representative(s)” means the named Plaintiffs, Ashley Ahnfeldt, Neda Arbabi, and Amy Manson, in the Operative Complaint in the Action seeking Court approval to serve as a Class Representatives.
- 1.13 “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Action and providing services in support of the Action.
- 1.14 “Class Workweek(s)” means the number of weeks in the Class Period during which a Class Member was employed by RH as a Delivery Ambassador in California for at least one day. Class Workweeks shall be calculated according to RH’s records.
- 1.15 “Court” means the Superior Court of California, County of San Francisco.
- 1.16 “Defendant” or “RH” means named defendant Restoration Hardware, Inc.
- 1.17 “Defense Counsel” means Morrison & Foerster LLP.
- 1.18 “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.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Gross Settlement Amount” means \$1,950,000, which is the total amount RH agrees to pay for any and all purposes in full and final Settlement of this matter. The Gross Settlement Amount will be used to pay the Individual Class Payments, Individual PAGA Payments, LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment. Under no circumstances shall RH pay any sum above the Gross Settlement Amount under this Settlement, except that RH will additionally pay the employer-side payroll taxes on the Wage Portions of the Individual Class Payments.
- 1.22 “Individual Class Payment(s)” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Class Workweeks and PAGA Workweeks worked in the position of Delivery Ambassador in California.
- 1.23 “Individual PAGA Payment(s)” means a PAGA Group Member’s share of 25% of the PAGA Settlement Amount.

- 1.24 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.25 “LWDA” means the California Labor and Workforce Development Agency.
- 1.26 “LWDA Payment” means the 75% of the PAGA Settlement Amount paid to the LWDA.
- 1.27 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: the Individual PAGA Payments, the LWDA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.28 “Non-Participating Class Member(s)” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.29 “PAGA Group” means all current and former employees who worked for RH as a Delivery Ambassador in California at any time during the PAGA Period.
- 1.30 “PAGA Group Member” means a member of the PAGA Group.
- 1.31 “PAGA Settlement Amount” means the total amount (\$20,000) of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated as 25% to the PAGA Group (\$5,000) and 75% to the LWDA (\$15,000) in settlement of the PAGA claims.
- 1.32 “PAGA Period” means from the period from August 31, 2021 to the date the Court enters Preliminary Approval of the Settlement.
- 1.33 “PAGA Notice” means the notice dated June 7, 2022, filed on behalf of Ashley Ahnfeldt and Neda Arbabi with the LWDA against RH.
- 1.34 “PAGA Workweek(s)” means the number of weeks in the PAGA Period during which a PAGA Group Member was employed by RH as a Delivery Ambassador in California for at least one day. PAGA Workweeks shall be calculated according to RH’s records.
- 1.35 “Participating Class Member(s)” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiffs” means Ashley Ahnfeldt, Neda Arbabi, and Amy Manson, the named plaintiffs in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Released Class Claims” means 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

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).

- 1.39 "Released PAGA Claims" means all claims asserted pursuant to California Labor Code section 2698, et seq., that arise out of or are related to the Released Class Claims during the PAGA Period.
- 1.40 "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.
- 1.41 "Request for Exclusion" means a Class Member's submission of a written request to the Administrator to be excluded from the Class Settlement signed by the Class Member.
- 1.42 "Response Deadline" means 45 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) fax, email, or mail his or her Request for Exclusion to the Administrator, or (b) fax, email, or mail his or her Objection to the Settlement to the Administrator. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the 45 days otherwise provided.
- 1.43 "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On June 7, 2022, former RH employees Ashley Ahnfeldt and Neda Arbabi filed the PAGA Notice with the LWDA, alleging various wage-and-hour claims under California law, all premised on their 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.
- 2.2 Shortly thereafter, counsel for the Parties engaged in pre-litigation discussions and decided to participate in mediation in the hope that a reasonable resolution could be met before they invested significant time and expense litigating it.

- 2.3 On October 25, 2022, the Parties participated in an all-day mediation before the Honorable George C. Hernandez (Ret.), but the Parties did not reach a settlement.
- 2.4 On November 4, 2022, plaintiffs Ahnfeldt and Arbabi commenced this Action by filing a Complaint in San Francisco Superior Court. On January 10, 2023, Plaintiffs filed a First Amended Complaint, the Operative Complaint in the Action (the “Operative Complaint”), adding another former RH employee, Amy Manson, as a third named plaintiff. The Operative Complaint alleges seven causes of action for: (1) unpaid wages, (2) unpaid overtime, (3) failure to provide 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 the allegations in the Operative Complaint are based on Plaintiffs’ 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.
- 2.5 On March 16, 2023, RH answered the Operative Complaint, generally denying all of the allegations contained in it and asserting a number of affirmative defenses.
- 2.6 In early 2023, the Parties revisited the possibility of resolving the matter and further discussed, among other considerations, arbitration agreements with class action waivers RH represented had been signed by the majority of the Delivery Ambassadors employed by RH in California during the relevant time period. These continued discussions culminated in a second all-day mediation before Judge Hernandez on March 20, 2023, at which time the Parties ultimately agreed to resolve the Action.
- 2.7 In connection with the October 25, 2022 and March 20, 2023 mediation sessions, Plaintiffs requested, and RH produced, information related to Delivery Ambassadors in California, including start and end dates, termination dates, salaries, among other things. Plaintiffs also obtained information about the number of Delivery Ambassadors who signed arbitration agreements. RH also provided the arbitration agreement signed by plaintiffs Ahnfeldt and Arbabi, as well as information surrounding the process for executing such agreement. In these and other ways, the Parties investigated the facts and analyzed the relevant legal issues with regard to the claims in this Action and RH’s defenses to them. Plaintiffs submit that their investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.8 The Court has not granted class certification. The Parties have not briefed the issue of class certification.
- 2.9 The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending litigation asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. RH promises to pay \$1,950,000 as the Gross Settlement Amount and to separately pay any and all employer-side payroll taxes owed on the Wage Portions of the Individual Class Payments. RH has no obligation to pay the Gross Settlement Amount (or any payroll taxes) before the

deadline stated in Section 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to RH.

3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1 To Plaintiffs: Class Representative Service Payments of not more than \$15,000 to Amy Manson, \$10,000 to Ashley Ahnfeldt, and \$10,000 to Neda Arbabi (in addition to any Individual Class Payments and Individual PAGA Payments the Class Representatives are entitled to receive as Participating Class Members). RH will not oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed this amount. As part of the motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days before the Final Approval Hearing. If the Court approves Class Representative Service Payments less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Forms 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on their respective Class Representative Service Payments.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$649,935, and a Class Counsel Litigation Expenses Payment of not more than \$9,400. RH will not oppose requests for these payments provided that they do not exceed these amounts. Class Counsel will file a motion for the Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days before the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds RH harmless, and indemnifies RH, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administration Expenses Payment not to exceed \$5,000, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,000, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by the Administrator by (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked in the position

of Delivery Ambassador in California by all Participating Class Members during the Class Period, and (b) multiplying the result by each Participating Class Member's Class Workweeks in the position of Delivery Ambassador in California.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS Form W-2. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and PAGA Group Members. Subject to Court approval, the Parties agree that the amount of \$20,000 from the Gross Settlement Amount will be paid in settlement of all individual and representative claims brought in the Action by or on behalf of Plaintiffs and PAGA Group Members under PAGA. Pursuant to PAGA, Seventy-Five Percent (75%) of this sum, or \$15,000, will be paid to the LWDA (the LWDA Payment) and Twenty-Five Percent (25%), or \$5,000, will be paid to the PAGA Group (the Individual PAGA Payments).

3.2.5.1 Calculation of Individual PAGA Payments. The Administrator will calculate each PAGA Group Member's share of the 25% paid from the PAGA Settlement Amount based on the number of his or her PAGA Workweeks worked in the position of Delivery Ambassador in California during the PAGA Period provided by RH. The Administrator will calculate the aggregate total number of PAGA Workweeks for all PAGA Group Members. The Administrator will divide the 25% share that is to be paid to the PAGA Group by the aggregate total number of PAGA Workweeks in the position of Delivery Ambassador in California, 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 PAGA Workweeks by the PAGA Workweek Value.

3.2.5.2 Tax allocation of Individual PAGA Payments. Each PAGA Group Member will be issued an IRS Form 1099 in connection with these Individual PAGA Payments, which will be counted as penalties rather than wages for tax purposes, and PAGA Group Members will be solely and legally responsible to pay any and all applicable

taxes on the payments made pursuant to this Section and will hold RH harmless from any claim or liability for taxes, penalties, or interest arising as a result of the payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Workweeks. Based on a review of its records to date, RH estimates there are approximately 110 Class Members who collectively worked a total of around 6,557 Class Workweeks in the position of Delivery Ambassador in California during the Class Period and approximately 99 PAGA Group Members who worked a total of around 5,202 PAGA Workweeks in the position of Delivery Ambassador in California during the PAGA period.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, RH will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' and PAGA Group Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to the Administrator's employees who need access to the Class Data to effectuate administration of the Settlement under this Agreement. RH will promptly notify Class Counsel if it discovers that the Class Data omitted Class Member and/or PAGA Group Member identifying information and provide corrected or updated Class Data to the Administrator as soon as reasonably feasible. Without any extension of the deadline by which RH must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. RH shall fund the Gross Settlement Amount (\$1,950,000) and the amounts necessary to pay RH's share of payroll taxes on the Wage Portions of the Individual Class Payments by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after RH funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members and PAGA Group Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all PAGA Group Members including Non-

Participating Class Members who qualify as PAGA Group Members (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct an Address Search for all other Class Members and PAGA Group Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members and PAGA Group Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a requested replacement check to any Class Member and/or PAGA Group Member whose original check was lost or misplaced, prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

4.4.4 The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate RH to confer any additional benefits or make any additional payments to Class Members and/or PAGA Group Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

4.5 Discharge of Obligations. RH shall discharge its obligations to Plaintiff, Participating Class Members, and PAGA Group Members through the remittance of the Gross Settlement Amount to the Administrator as set forth in Section 4.3, above, regardless of whether checks representing Individual Class Payments and Individual PAGA Payments are actually received and/or negotiated by Plaintiffs (or Class Counsel), Participating Class Members, and/or PAGA Group Members. Once RH has complied with its obligation set forth in Section 4.3 above, it will be deemed to have satisfied all terms and conditions under this Agreement, shall be entitled to all protections afforded to them under this Agreement, and shall have no further obligations under the terms of the Agreement, except to cooperate in good faith with Class Counsel and/or the Administrator to resolve any issue that may arise with the administration of the Settlement. Without prejudice to any other remedies, after RH has remitted the Gross Settlement Amount and employer payroll taxes to the Administrator as provided in Section 4.3, RH will be held harmless from and against all liabilities, claims, causes of action, costs and expenses (including legal fees and expenses) arising out of any failure to timely or properly compensate Plaintiffs, Participating Class Members, PAGA Group Members, Class Counsel, or the LWDA as provided for in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when RH fully funds the Gross Settlement Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, PAGA Group Members and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiffs' General Release. Plaintiffs and each of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, assigns generally, and all those who claim through each of them or who assert claims on their behalf shall be deemed to have expressly released, waived and relinquished any and all claims, demands, rights, liabilities and causes of action they have or have ever had against any of the Released Parties, whether for economic damages, noneconomic damages, exemplary damages, penalties, restitution, injunctive or declaratory relief, interest, attorneys' fees, costs or any other forms of monetary or non-monetary relief in any way arising out of or relating to any facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions or failures to act at any time, including but not limited to any claims arising from or related to their employment or termination of that employment. This general release by Plaintiffs shall include all statutory claims, common law claims (including but not limited to those sounding in contract, tort and equity), and claims for compensation to the fullest extent permitted by law. Plaintiffs further agree not to sue or otherwise make a claim against any of the Released Parties for any of the claims that are released pursuant to this Agreement.
- 5.2 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. Plaintiffs each acknowledge that the general release herein includes potential claims and costs that may not be known or suspected by her to exist, and she each hereby expressly and affirmatively waives and relinquishes any and all rights and benefits which she may otherwise have relating to the claims released in this Agreement pursuant to Civil Code section 1542, and any similar law of any state or territory of the United States. Civil Code section 1542 states as follows:
- A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
THAT THE CREDITOR OR RELEASING PARTY DOES NOT
KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT
THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR
OR RELEASED PARTY.
- 5.3 Releases by Participating Class Members. 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.
- 5.4 Releases by PAGA Group Members. 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.

6. MOTION FOR PRELIMINARY APPROVAL. Plaintiffs and Class Counsel will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”), which RH shall not oppose.

- 6.1 Plaintiffs’ Responsibilities. Plaintiffs and Class Counsel will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA settlement under Labor Code section 2699, subd.(1)(2); (ii) a draft proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (v) a signed declaration from Plaintiffs confirming willingness and competency to serve, its timely transmission to the LWDA all of the necessary PAGA documents, and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; and (vi) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; and all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of Class Counsel. Class Counsel are responsible for expeditiously finalizing and filing the unopposed Motion for Preliminary Approval no later than 10 days after the full execution of this Agreement; for obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court’s Order granting Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties, and in good faith, to modify the Agreement and otherwise satisfy the Court’s concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or

relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Group Members, Class Workweeks, and PAGA Workweeks in the Class Data.
 - 7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Class Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3 Not later than seven (7) days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
 - 7.4.4 The deadlines for Class Members’ written objections, challenges to Class Workweeks, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5 If the Administrator, RH, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this

Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Section 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Any objection to the settlement purported to be made by a Non-Participating Class Member shall be invalid and shall not be considered. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are PAGA Group Members are deemed to release the claims identified in Section 5.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Class Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator

via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks, redacting any Class Member or PAGA Group member information, to Defense Counsel and Class Counsel and the Administrator's determination resolving the challenge.

7.7 Objections to Settlement.

- 7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payments.
- 7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed). A Class Member who mails a timely objection need not appear to have their objection considered by the Court.
- 7.7.3 Non-Participating Class Members have no right to object to any components of the Settlement. Any objection to the settlement purported to be made by a Non-Participating Class Member shall be invalid and shall not be considered.
- 7.7.4 PAGA Group Members have no right to object to any of the PAGA components of the Settlement, whether or not they have objected to the class components of the Settlement as a Participating Class Member.
- 7.7.5 Class Members who do not object by mail or appear in person will be deemed to have waived all Objections to the Settlement and will be foreclosed from making any Objections.
- 7.7.6 Class Members who object will have their objections considered by the Court at Final Approval Hearing. The Settlement Parties will have a chance to respond to the objections and the Court will evaluate the Settlement and Objections raised to determine whether the Settlement is fair, reasonable, and adequate, as well as in the best interests of the class as a whole. If the Court rejects a Class Member's objection, they will still be bound by the terms of the settlement as if they did nothing.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- 7.8.1 Website, Email Address, and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members, including the date, time, and location of the Final Approval Hearing. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator will inform Class Counsel and Defense Counsel of the total number of Class Members who timely submitted a valid Request for Exclusion. The Administrator shall retain the originals of all Requests for Exclusion in its files.
- 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks received and/or resolved, and checks mailed for Individual Class Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all objections received.
- 7.8.4 Class Workweek Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.
- 7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- 7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 14 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under

this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS AND PAGA GROUP SIZE ESTIMATES. Based on its records, RH estimates that, as of the date of this Settlement Agreement, (1) there are approximately 110 Class Members and around 6,557 total Class Workweeks during the Class Period and (2) there are approximately 99 PAGA Group Members and around 5,202 total PAGA Workweeks during the PAGA Period.

9. RH'S RIGHT TO RESCIND. If more than fifteen percent (15%) of the Class Members opt out of the Settlement, then RH shall have the option, in its sole discretion, to rescind this Agreement, in which case all of RH's obligations under this Agreement shall cease to be of any force or effect, and this Agreement shall be null and void. If RH exercises this option, it shall provide Plaintiffs with written notice of its election within thirty (30) days of the Request for Exclusion Deadline, with a copy to the Settlement Administrator, at which point the Parties shall return to their respective positions that existed before the execution of this Agreement, and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding. Notwithstanding the foregoing, the Parties agree that in the event this Agreement is rescinded by RH pursuant to this Section, RH shall pay the expenses incurred by the Administrator through the date of RH's election to rescind, not to exceed the amount approved by the Court in the Preliminary Approval Order.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than five (5) business days before filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days before to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this Section.

10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees

Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. In the event any appeal is filed from the Judgment, or any other appellate review is sought before the Effective Date, the Parties' obligations to perform under this Agreement will be suspended and administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and until such time as the Judgment becomes final.

- 10.5 Nullification of Settlement. In the event that: (i) the Court does not preliminarily approve the Settlement as provided herein, (ii) the Court does not finally approve the Settlement as provided herein, (iii) the Court does not enter the Judgment as provided for herein, or (iv) the Settlement does not become final for any other reason, including the exercise of RH's right to rescind as provided under Section 9 above, then this Agreement, and any documents generated to bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Agreement will likewise be treated as withdrawn or vacated by stipulation of the Parties. The Parties shall return to their respective positions that existed as of March 19, 2023 (before the mediation that resulted in this Agreement), and no term of this Agreement or any draft thereof, or the negotiation, documentation or other part or aspect of the Parties' settlement discussions, shall have any effect or be admissible as evidence for any purpose in the Action, or in any other proceeding.
- 10.6 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void, as set forth in Section 10.5. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this Section, as long as the Gross Settlement Amount remains unchanged.

11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. ADDITIONAL PROVISIONS.

- 12.1 No Admission of Liability. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by RH that any of the allegations in the Operative Complaint have merit or that RH has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that RH's defenses in the Action have merit. RH contends that all of its employment practices comply and have complied with all applicable laws and regulations; that

Class Members and PAGA Group Members were and are properly compensated for all wages, including (without limitation) minimum wages and overtime wages, were and are properly provided meal periods, were and are properly authorized and permitted to take rest periods, were and are timely paid all final wages, were and are timely paid all wages during employment, were and are furnished accurate itemized wage statements, and were and are reimbursed for all necessary business expenses; that RH kept and keeps requisite payroll records; that RH did not and does not engage in unfair competition, business acts, or practices; and that RH's conduct was not and is not willful, knowing and intentional, or otherwise unlawful with respect to any of the claims. RH has denied and continues to deny each of the claims alleged and the contentions made by Plaintiffs in the Action. RH denies any wrongdoing or legal liability arising out of any of the facts or conduct alleged in the Action and believes it has valid defenses to Plaintiffs' claims. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, RH reserves the right to hold an employee to their arbitration agreement, RH reserves the right to contest certification of any class for any reasons, RH reserves the right to challenge representative action treatment of this Action for any reasons, and RH reserves all available defenses to the claims in the Action; and Plaintiffs reserve the right to move for class certification on any grounds available and to contest RH's defenses. The Settlement and this Agreement reflect the compromise and settlement of disputed claims between the Parties, and this Agreement's provisions and any and all drafts, communications or discussions relating thereto do not constitute, are not intended to constitute, and will not under any circumstances be deemed to constitute an admission by RH as to the merits, validity, or accuracy of any of the allegations or claims in the Action, nor a waiver of any defense. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, RH and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) to a party, counsel, or a court or administrative agency in any related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Except as provided in this Section, Plaintiffs, Class Counsel, RH, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This Section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

12.3 No Press Releases/Public Comment. Unless they first obtain RH's express written consent, Class Counsel and Plaintiffs shall not (a) discuss, reveal,

disclose, publicize, or promote the terms of this Settlement, or the negotiations leading to this Settlement, to any third party (including but not limited to the media, the legal community, or the public at large), or (b) issue any press releases or initiate any contact with the media regarding the Settlement, or otherwise advertise or publicize the Settlement. Nothing in this Agreement is intended to prevent Plaintiffs or Class Counsel from disclosing or discussing the terms of this Settlement (i) with the Court, (ii) with any Class Member, (iii) with the Administrator, or (iv) as otherwise required by law.

- 12.4 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this Section shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.
- 12.5 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party. Notwithstanding the foregoing, this Agreement does not prohibit any Participating Class Member or PAGA Group Member from accepting and negotiating a check for an Individual Class Payment or Individual PAGA Payment in connection with the Settlement, notwithstanding any release previously executed between any Participating Class Member or PAGA Group Member and RH, including pursuant to a prior severance agreement.
- 12.6 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and RH, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7 Parties Represented by Counsel. The Parties hereby acknowledge that they have been represented in negotiations for and in the preparation of this Agreement by independent counsel of their own choosing, they have read this Agreement and have had it fully explained to them by such counsel, and they are fully aware of the contents of this Agreement and of its legal effect.
- 12.8 Voluntary Agreement. This Agreement is executed voluntarily and without duress or undue influence on the part of or on behalf of either Party, or of any other person, firm or entity. Each Party has made such investigation of the facts pertaining to this Agreement and of all other matters pertaining hereto as he or it deems necessary.
- 12.9 Cooperation. The Parties agree to cooperate fully with each other to accomplish the terms of this Agreement, including but not limited to execution and delivery of any and all additional papers, documents, and other assurances and taking such other action that may be reasonably necessary to implement the terms of this Agreement. The Parties and their counsel shall use their best efforts, including all efforts contemplated by this Agreement and any other efforts that may become necessary by order of the Court, to effectuate this Agreement and the terms set forth herein.

- 12.10 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.11 No Tax Advice. Neither Plaintiffs, Class Counsel, RH, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.12 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.13 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.14 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 12.15 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.16 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.17 Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employment data for the Class provided to Class Counsel by RH in connection with the mediation sessions, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of data and information received from RH unless, before the Court's discharge of the Administrator's obligation, RH makes a written request to return such data and information.
- 12.18 Agreement Constitutes a Complete Defense. To the extent permitted by law, this Agreement may be pleaded as a full and complete defense to any action, suit, or other proceeding that may be instituted, prosecuted, or attempted in breach of or contrary to this Agreement.
- 12.19 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.20 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this

Agreement falls on a weekend or on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement, and subject to the Court's approval, the litigation may be stayed, except to effectuate the terms of this Agreement. Pursuant to California Code of Civil Procedure section 583.330, the Parties further agree that upon the execution of this Agreement, any period of time during which the Action has been stayed by the Court for purposes of the approval and administration of this Settlement shall be excluded in computing the time within which the Action must be brought to trial pursuant to California Code of Civil Procedure section 583.310.

13. SIGNATURES.

Date 10/6/2023



Ashley Ahnfeldt
Plaintiff

Date 10/5/2023



Neda Arbabi
Plaintiff

Date 10/5/2023



Amy Manson
Plaintiff

Date _____

Edward Lee
Defendant Restoration Hardware, Inc.

Approved as to form:

Date 10/6/2023



Shounak S. Dharap
Counsel for Plaintiffs

Date _____

Tricia M. Murata
Counsel for Defendant

Agreement falls on a weekend or on a federal or state legal holiday, such date or deadline shall be on the first business day thereafter.

- 12.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts, including by facsimile or electronically (i.e., PDF or DocuSign), which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
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13. SIGNATURES.

Date _____

Ashley Ahnfeldt
Plaintiff

Date _____

Neda Arbabi
Plaintiff

Date _____

Amy Manson
Plaintiff

Date 10/9/2023 _____

DocuSigned by:

45339A0497524E9...
Edward Lee
Defendant Restoration Hardware, Inc.

Approved as to form:

Date _____

Shounak S. Dharap
Counsel for Plaintiffs

Date 10/9/2023 _____



Tertia M. Murata
Counsel for Defendant

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).
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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.