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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN

ANITA MILLER and YVETTE SANCHEZ,
individually, and on behalf of other members of
the general public similarly situated, and as
aggrieved employees pursuant to the Private
Attorneys General Act (“PAGA”),

Plaintiffs,

vs.

RACK ROOM SHOES, INC., a North Carolina
corporation; OFF BROADWAY SHOES, INC.,
a North Carolina corporation; and DOES 1
through 10, inclusive,

Defendants.

Case No.: BCV-22-101870

**JOINT STIPULATION OF CLASS AND
PAGA ACTION SETTLEMENT AND
RELEASE**

JOINT STIPULATION OF CLASS AND PAGA ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class and PAGA Action Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Anita Miller and Yvette Sanchez (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Rack Room Shoes, Inc., for itself and as the successor in interest to its former wholly owned subsidiary, Off Broadway Shoes, Inc. (“together Defendants”)¹ (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Action” means *Miller v. Rack Room Shoes, Inc.*, Case No. BCV-22-101870 (Kern County Superior Court).
2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s (defined below in Section 3) litigation and resolution of the Action, and all out-of-pocket costs incurred and to be incurred by Class Counsel in the Action, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of a Judgment terminating the Action. Class Counsel will request attorneys’ fees not in excess of one-third (1/3) of the Gross Settlement Amount (defined below in Section 13), or Three Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars (\$358,333). The Attorneys’ Fees and Costs will also mean and include the additional reimbursement of any costs and expenses associated with Class Counsel’s litigation and settlement of the Action, up to Fifteen Thousand Dollars (\$15,000), subject to the Court’s approval. Defendants have agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.
3. “Class Counsel” means Capstone Law APC.

¹ Off Broadway Shoes, Inc. was merged into Rack Room Shoes, Inc. effective January 1, 2022.

1 4. “Class List” means a complete list of all Class Members that Defendants will diligently
2 and in good faith compile from their records and provide to the Settlement Administrator and Class
3 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List
4 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
5 recent mailing address and telephone number; Social Security number; dates of employment; and the
6 respective number of Workweeks that each Class Member worked during the Class Period and PAGA
7 Period.

8 5. “Class Member(s)” or “Settlement Class” means all current and former California non-
9 exempt hourly employees of Defendants who worked at any time during the period from July 28, 2018
10 to the earlier of October 24, 2023 or the date of Preliminary Approval. There are approximately 1,712
11 Class Members.

12 6. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
13 attached as Exhibit A.

14 7. “Class Period” means the period from July 28, 2018 to the earlier of October 24, 2023 or
15 the date of Preliminary Approval.

16 8. “Class Representative Enhancement Payments” means the amounts to be paid to
17 Plaintiffs in recognition of their effort and work in prosecuting the Action on behalf of Class Members,
18 and for their general release of claims. Subject to the Court granting final approval of this Settlement
19 Agreement and subject to the exhaustion of any and all appeals, Plaintiffs will request Court approval of
20 Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each.

21 9. “Court” means the Kern County Superior Court.

22 10. “Defendants” means Defendants Rack Room Shoes, Inc., for itself and as the successor
23 in interest to its former wholly owned subsidiary, Off Broadway Shoes, Inc.

24 11. “Effective Date” means the later of: (i) the sixty-first (61) calendar day after Final
25 Approval, provided no appeal has been initiated, whether by an absent Class Member who has timely
26 intervened or moved to vacate the judgment or by a Party or Class Counsel [regarding limited appeals of
27 attorney fee reductions]; or (ii) if such an appeal is timely initiated, the date of final resolution of that
28 appeal (including any requests for rehearing and/or petitions for certiorari), resulting in final judicial

1 approval of the Settlement.

2 12. "Final Approval" means the date on which the Court enters an order granting final
3 approval of the Settlement Agreement.

4 13. "Gross Settlement Amount" means the Gross Settlement Amount of One Million
5 Seventy-Five Thousand Dollars (\$1,075,000), to be paid by Defendants in full satisfaction of all
6 Released Class Claims and Released PAGA Claims, which includes all Individual Settlement Payments,
7 Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the PAGA Settlement
8 Amount, and Settlement Administration Costs. This Gross Settlement Amount has been agreed to by
9 Plaintiffs and Defendants based on the aggregation of the agreed-upon settlement value of individual
10 claims. In no event will Defendants be liable for more than the Gross Settlement Amount except as
11 otherwise explicitly set forth herein. There will be no reversion of the Gross Settlement Amount to
12 Defendants. Defendants will be separately responsible for any employer payroll taxes required by law,
13 including the employer FICA, FUTA, and SDI contributions, which shall not be paid from the Gross
14 Settlement Amount.

15 14. "Individual Settlement Payment" means each Participating Class Member's and PAGA
16 Member's respective shares of the Net Settlement Fund and PAGA Fund.

17 15. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
18 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
19 PAGA Settlement Amount, and Settlement Administration Costs. The Net Settlement Fund will be
20 distributed to Participating Class Members. There will be no reversion of the Net Settlement Fund to
21 Defendants.

22 16. "Notice of Objection" means a Class Member's valid and timely written objection to the
23 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
24 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
25 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
26 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
27 at the final fairness hearing.

28 17. "PAGA Members" means all current and former California non-exempt hourly

employees of Defendants who worked at any time during the period from July 28, 2021 to the earlier of October 24, 2023 or the date of Preliminary Approval. There are approximately 764 PAGA Members.

18. “PAGA Period” means the period from July 28, 2021 to the earlier of October 24, 2023 or the date of Preliminary Approval.

19. “PAGA Settlement Amount” means the amount that the Parties have agreed to pay to the Labor and Workforce Development Agency (“LWDA”) and PAGA Members in connection with Plaintiffs’ claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698, *et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Fifty Thousand Dollars (\$50,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty-Seven Thousand Five Hundred Dollars (\$37,500), of the PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA Members, regardless whether they request to be excluded from the Settlement Class.

20. “Parties” means Plaintiffs and Defendants collectively.

21. “Participating Class Members” means all Class Members who do not submit timely and valid Requests for Exclusion.

22. “Plaintiffs” means Plaintiffs Anita Miller and Yvette Sanchez.

23. “Preliminary Approval” means the date on which the Court enters an order granting preliminary approval of the Settlement Agreement.

24. “Released Class Claims” means all claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims for violation of: (1) Sections 510 and 1198 (unpaid overtime); (2) Sections 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) Sections 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) Sections 201 and 202 (wages not timely paid upon termination); (7) Section 204 (failure to timely pay wages during employment); (8)

1 Section 2802 (unreimbursed business expenses); (9) California Business & Professions Code sections
2 17200, *et seq.* (unlawful business practices); and (10) California Business & Professions Code sections
3 17200, *et seq.* (unfair business practices).

4 25. “Released PAGA Claims” means all claims for civil penalties under California Labor
5 Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts
6 alleged in Plaintiffs’ LWDA letters during the PAGA Period.

7 26. “Released Parties” means Defendants, their past or present officers, directors,
8 shareholders, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and
9 reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and
10 attorneys, if any.

11 27. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
12 request to be excluded from the Settlement Class. The Request for Exclusion must: (a) set forth the
13 name, address, telephone number and last four digits of the Social Security Number of the Class
14 Member requesting exclusion; (b) be signed by the Class Member; (c) be returned to the Settlement
15 Administrator; (d) clearly state that the Class Member does not wish to be included in the Settlement;
16 and (e) be faxed or postmarked on or before the Response Deadline.

17 28. “Response Deadline” means the deadline by which Class Members must postmark or
18 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
19 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
20 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
21 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
22 Sunday or State holiday, in which case the Response Deadline will be extended to the next day on which
23 the U.S. Postal Service is open.

24 29. “Settlement Administration Costs” means the costs payable from the Gross Settlement
25 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
26 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
27 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
28 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,

any such costs in excess of the amount represented by the Settlement Administrator as being the maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently estimated at Twenty Thousand Dollars (\$20,000).

30. “Settlement Administrator” means CPT Group, Inc., or any other third-party class action settlement administrator agreed to by the Parties and approved by the Court for the purposes of administering this Settlement. The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

31. “Workweeks” means the number of days of employment for each Class Member during the Class Period, subtracting days on leave of absence (if any), dividing by seven (7), and rounding up to the nearest whole number. All Class Members will be credited with at least one Workweek during the Class Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.

TERMS OF AGREEMENT

The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendants agree as follows:

32. Funding of the Gross Settlement Amount. Defendants will make a one-time deposit of the Gross Settlement Amount of One Million Seventy-Five Thousand Dollars (\$1,075,000) into a “Qualified Settlement Fund”, pursuant to 26 C.F.R. section 1.468B-1, to be established by the Settlement Administrator at a federally or state-chartered bank. Defendants will pay the employer’s share of payroll taxes separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class Representative Enhancement Payments; (d) Attorneys’ Fees and Costs; and (e) Settlement Administration Costs. Defendants will deposit the Gross Settlement Amount and the employer’s share of payroll taxes within thirty (30) calendar days of the Effective Date (“Funding Date”).

33. Attorneys’ Fees and Costs. Defendants agree not to oppose or impede any application or motion by Class Counsel for Attorneys’ Fees and Costs of not more than Three Hundred Fifty-Eight Thousand Three Hundred Thirty-Three Dollars (\$358,333), plus the reimbursement of all out-of-pocket

costs and expenses associated with Class Counsel's litigation and settlement of the Action (including expert/consultant fees, investigations costs, etc.), not to exceed Fifteen Thousand Dollars (\$15,000), both of which will be paid from the Gross Settlement Amount.

34. Class Representative Enhancement Payments. In exchange for a general release, and in recognition of their effort and work in prosecuting the Action on behalf of Class Members, Defendants agree not to oppose or impede any application or motion for Class Representative Enhancement Payments of up to Ten Thousand Dollars (\$10,000), each, to Plaintiffs. The Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will be solely and legally responsible to pay any and all applicable taxes on the Class Representative Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in full force and effect even if the full amount of Class Representative Enhancement Payments sought by Plaintiffs is not ultimately awarded by the Court.

35. Settlement Administration Costs. The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount, which is currently estimated to be Twenty Thousand Dollars (\$20,000). These costs, which will be paid from the Gross Settlement Amount, will include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Net Settlement Fund, and providing necessary reports and declarations.

36. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount of Fifty Thousand Dollars (\$50,000) from the Gross Settlement Amount will be designated for satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or Thirty-Seven Thousand Five Hundred Dollars (\$37,500), of this sum will be paid to the LWDA and Twenty-Five Percent (25%), or Twelve Thousand Five Hundred Dollars (\$12,500), will be paid to PAGA Members in proportion to the number of Workweeks worked during the PAGA Period.

37. No Right to Exclusion or Objections to the PAGA Settlement. Because this settlement resolves claims and actions brought pursuant to PAGA by Plaintiffs acting as proxies and as Private

Attorneys General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has the right to exclude himself or herself from the release of the Released PAGA Claims, and all PAGA Members will receive their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to the PAGA Settlement Amount.

38. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Participating Class Members. No portion of the Net Settlement Fund will revert to or be retained by Defendants.

39. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No portion of the PAGA Fund will revert to or be retained by Defendants.

40. Individual Settlement Payment Calculations. Individual Settlement Payments will be calculated and apportioned from the Net Settlement Fund and PAGA Fund based on the number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific calculations of Individual Settlement Payments will be made as follows:

40(a) Payments from the Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member during the Class Period and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated "Individual Settlement Payment" from the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's "Individual Settlement Payment" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Participating Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. The entire Net Settlement Fund will be disbursed to all Class Members who do not submit timely and valid Requests for Exclusion. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall

1 proportionately increase the Individual Settlement Payment for each
2 Participating Class Member according to the number of Workweeks
3 worked, so that the amount actually distributed to the Settlement Class
4 equals 100% of the Net Settlement Fund.

5 40(b) Payments from the PAGA Fund. Defendants will calculate the total number
6 of Workweeks worked by each PAGA Member during the PAGA Period
7 and the aggregate total number of Workweeks worked by all PAGA
8 Members during the PAGA Period. To determine each PAGA Member's
9 estimated "Individual Settlement Payment," the Settlement Administrator
10 will use the following formula: The PAGA Fund will be divided by the
11 aggregate total number of Workweeks, resulting in the "PAGA Workweek
12 Value." Each PAGA Member's "Individual Settlement Payment" will be
13 calculated by multiplying each individual PAGA Member's total number of
14 Workweeks by the PAGA Workweek Value. The entire PAGA Fund will
15 be disbursed to all PAGA Members.

16 41. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
17 Participating Class Members under this Settlement, as well as any other payments made pursuant to this
18 Settlement, will not be utilized to calculate any additional benefits under any benefit plans to which any
19 Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k)
20 plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan.
21 Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions,
22 or amounts to which any Class Members may be entitled under any benefit plans.

23 42. Administration Process. The Parties agree to cooperate in the administration of the
24 settlement and to make all reasonable efforts to control and minimize the costs and expenses incurred in
25 administration of the Settlement.

26 43. Delivery of the Class List. Within twenty (20) calendar days of Preliminary Approval,
27 Defendants will provide the Class List to the Settlement Administrator and to Class Counsel. If last day
28 of this period falls on a weekend or holiday, the date to provide the Class List shall be extended to the

1 next business day.

2 44. Notice by First-Class U.S. Mail. Within ten (10) calendar days after receiving the Class
3 List from Defendants, the Settlement Administrator will mail a Class Notice to all Class Members via
4 regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class
5 List.

6 45. Confirmation of Contact Information in the Class Lists. Prior to mailing, the Settlement
7 Administrator will perform a search based on the National Change of Address Database for information
8 to update and correct for any known or identifiable address changes. Any Class Notices returned to the
9 Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly
10 via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
11 Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding address is
12 provided, the Settlement Administrator will promptly attempt to determine the correct address using a
13 skip-trace, or other search using the name, address and/or Social Security number of the Class Member
14 involved, and will then perform a single re-mailing. Those Class Members who receive a re-mailed
15 Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15) calendar
16 days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion or an
17 objection to the Settlement.

18 46. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
19 provide: (a) information regarding the nature of the Action; (b) a summary of the Settlement's principal
20 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
21 respective Class Member and PAGA Member worked for Defendants during the Class Period and
22 PAGA Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment
23 and the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
24 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
25 Objection; (h) the deadlines by which the Class Member must postmark or fax Request for Exclusions,
26 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

27 47. Disputed Information on Class Notices. Class Members will have an opportunity to
28 dispute the information provided in their Class Notices. To the extent Class Members dispute their

1 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
2 Settlement Administrator showing that such information is inaccurate. Defendants' records will be
3 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
4 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
5 and will be decided by the Settlement Administrator within ten (10) business days after the Response
6 Deadline.

7 48. Defective Submissions. If a Class Member's Request for Exclusion is defective as to the
8 requirements listed herein, that Class Member will be given an opportunity to cure the defect(s). The
9 Settlement Administrator will mail the Class Member a cure letter within three (3) business days of
10 receiving the defective submission to advise the Class Member that his or her submission is defective
11 and that the defect must be cured to render the Request for Exclusion valid. The Class Member will have
12 until (a) the Response Deadline or (b) fifteen (15) calendar days from the date of the cure letter,
13 whichever date is later, to postmark or fax a revised Request for Exclusion. If the revised Request for
14 Exclusion is not postmarked or received by fax within that period, it will be deemed untimely.

15 49. Request for Exclusion Procedures. Any Class Member wishing to opt-out from the
16 Settlement Agreement must sign and fax or postmark a written Request for Exclusion to the Settlement
17 Administrator within the Response Deadline. In the case of Requests for Exclusion that are mailed to the
18 Settlement Administrator, the postmark date will be the exclusive means to determine whether a Request
19 for Exclusion has been timely submitted.

20 50. Escalator. Defendants have represented that the actual Workweeks worked by Class
21 Members during the Class Period is approximately Fifty-Two Thousand Two Hundred Ninety-Five
22 (52,295) as of July 26, 2023. In the event that the actual number of Workweeks worked by all Class
23 Members during the Class Period increases by more than ten percent (5,230), Defendants will pay a
24 proportional increase above the Gross Settlement Amount (e.g., Defendants would pay an additional one
25 percent for additional workweeks that are one percent above 57,525 workweeks).

26 51. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class Member
27 who does not affirmatively opt-out of the Settlement Agreement by submitting a timely and valid
28 Request for Exclusion will be bound by all of its terms, including those pertaining to the Released Class

1 Claims, as well as any Judgment that may be entered by the Court if it grants final approval to the
2 Settlement.

3 52. Releases by Participating Class Members. Upon the Funding Date, and except as to such
4 rights or claims as may be created by this Settlement Agreement, each Participating Class Member,
5 together and individually, on their behalf and on behalf of their respective heirs, executors,
6 administrators, agents, and attorneys, shall fully and forever release and discharge all of the Released
7 Parties, or any of them, from each of the Released Class Claims arising during the Class Period.

8 53. Releases by PAGA Members. Upon the Funding Date, and except as to such rights or
9 claims as may be created by this Settlement Agreement, each PAGA Member, together and individually,
10 on their behalf and on behalf of their respective heirs, executors, administrators, agents, and attorneys,
11 shall fully and forever release and discharge all of the Released Parties, or any of them, from each of the
12 Released PAGA Claims during the PAGA Period.

13 54. Defendants' Right to Rescind. Defendants will have, in their sole discretion, the right to
14 void and withdraw from the Settlement if, at any time prior to Final Approval, Five Percent (5%) or
15 more of Class Members opt out of the settlement. Defendants must exercise this right of rescission in
16 writing to Class Counsel within fourteen (14) calendar days after the Response Deadline. If the option to
17 rescind is exercised, then Defendants will be solely responsible for all Settlement Administration Costs
18 incurred to the date of rescission.

19 55. Objection Procedures. To object to the Settlement Agreement, a Class Member may
20 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
21 Deadline, or appear in person at the Final Approval Hearing. Class Members who fail to object either by
22 submitting a valid Notice of Objection or appearing in person at the Final Approval Hearing will be
23 deemed to have waived all objections to the Settlement and will be foreclosed from making any
24 objections, whether by appeal or otherwise, to the Settlement Agreement. At no time will any of the
25 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit written
26 objections to the Settlement Agreement or appeal from the final approval order and judgment. Class
27 Counsel will not represent any Class Members with respect to any such objections to this Settlement. If a
28 Class Member timely submits both a Notice of Objection and a Request for Exclusion, the Request for

1 Exclusion will be given effect and considered valid, the Notice of Objection shall be rejected, and the
2 Class Member shall not participate in or be bound by the Settlement.

3 56. Certification Reports Regarding Individual Settlement Payment Calculations. The
4 Settlement Administrator will provide Defendants' counsel and Class Counsel a weekly report that
5 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
6 the Settlement, and whether any Class Member has submitted a challenge to any information contained
7 in their Class Notice. Additionally, the Settlement Administrator will provide to counsel for both Parties
8 any updated reports regarding the administration of the Settlement Agreement as needed or requested.

9 57. Distribution Timing of Individual Settlement Payments. Within ten (10) calendar days
10 of the Funding Date, the Settlement Administrator will issue payments to: (a) Participating Class
11 Members and PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and
12 (d) Class Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved
13 services performed in connection with the Settlement.

14 58. Un-cashed Settlement Checks. Funds represented by Individual Settlement Payment
15 checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for
16 more than one hundred and eighty (180) calendar days after issuance will be tendered to Two Ten
17 Footwear Foundation. The Parties do not have a connection to or a relationship with Two Ten Footwear
18 Foundation that could reasonably create the appearance of impropriety as between the selection of Two
19 Ten Footwear Foundation as the recipient of the unclaimed residuals and the interests of the Class
20 Members or the Settlement Class. Two Ten Footwear Foundation shall use any fund received from
21 Individual Settlement Payment checks exclusively for the benefit of California residents or persons
22 working in California.

23 59. Certification of Completion. Upon completion of administration of the Settlement, the
24 Settlement Administrator will provide a written declaration under oath to certify such completion to the
25 Court and counsel for all Parties.

26 60. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
27 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
28 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be

1 allocated as non-wages for which IRS Forms 1099-MISC will be issued. Payments issued to PAGA
2 Members from the PAGA Fund who are Participating Class Members will be treated as non-wages for
3 which IRS Forms 1099-MISC will be issued.

4 61. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
5 will be responsible for issuing to Plaintiffs, Participating Class Members, PAGA Members, and Class
6 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to
7 this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes
8 and penalties to the appropriate government authorities.

9 62. Tax Liability. Defendants make no representation as to the tax treatment or legal effect
10 of the payments called for hereunder, and Plaintiffs and Participating Class Members are not relying on
11 any statement, representation, or calculation by Defendants or by the Settlement Administrator in this
12 regard.

13 63. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
14 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS
15 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY")
16 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
17 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
18 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
19 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
20 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
21 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
22 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
23 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
24 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
25 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
26 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
27 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
28 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE

1 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
2 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
3 ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER
4 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
5 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
6 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
7 AGREEMENT.

8 64. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
9 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
10 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
11 action or right herein released and discharged.

12 65. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
13 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
14 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
15 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
16 likewise be treated as void from the beginning.

17 66. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
18 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
19 Order for: (a) conditional certification of the Settlement Class for settlement purposes only, (b)
20 preliminary approval of the proposed Settlement Agreement, (c) setting a date for a final fairness
21 hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
22 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
23 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
24 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
25 drafting all documents necessary to obtain preliminary approval.

26 67. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
27 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
28 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the

1 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
2 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
3 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
4 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
5 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also
6 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
7 hearing.

8 68. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
9 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
10 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
11 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
12 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
13 set forth in this Settlement Agreement. A copy of the Judgment will be posted to the Settlement
14 Administrator's website.

15 69. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
16 all Participating Class Members, Plaintiffs will release and forever discharge the Released Parties, to the
17 fullest extent permitted by law, of and from any and all claims, known and unknown, asserted and not
18 asserted, which Plaintiffs have or may have against the Released Parties as of the date of execution of
19 this Settlement Agreement. To the extent the foregoing release is a release to which Section 1542 of the
20 California Civil Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive
21 any and all rights and benefits conferred upon them by the provisions of Section 1542 of the California
22 Civil Code or similar provisions of applicable law which are as follows:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
26 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
27 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
28 PARTY.

70. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

71. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties. The Parties expressly recognize California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which provide that a written agreement is to be construed according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

72. Amendment or Modification. No amendment, change, or modification to this Settlement Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved by the Court.

73. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

74. Binding on Successors and Assigns. This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

75. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

76. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All

1 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
2 copies of the signature page, will be deemed to be one and the same instrument.

3 77. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
4 Settlement Agreement is a fair, adequate and reasonable settlement of the Action and have arrived at this
5 Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account
6 all relevant factors, present and potential. The Parties further acknowledge that they are each represented
7 by competent counsel and that they have had an opportunity to consult with their counsel regarding the
8 fairness and reasonableness of this Settlement.

9 78. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
11 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
12 valid and enforceable.

13 79. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
14 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
15 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
16 and either party may appeal any court order that materially alters the Settlement Agreement's terms.

17 80. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate to
18 class action certification for purposes of the Settlement only. If, for any reason, the Settlement is not
19 approved, the stipulation to certification will be void. The Parties further agree that certification for
20 purposes of the Settlement is not an admission that class action certification is proper under the standards
21 applied to contested certification motions and that this Settlement Agreement will not be admissible in
22 this or any other proceeding as evidence that either (a) a class action should be certified or (b) Defendants
23 are liable to Plaintiffs or any Class Member, other than according to the Settlement's terms.

24 81. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
25 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
26 entering into this Settlement, Defendants do not admit, and specifically deny, that they violated any
27 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
28 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached

any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, will be construed as an admission or concession by Defendants of any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

82. No Public Comment: The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

83. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

84. Enforcement Actions. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

85. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed more strictly against one party than another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties, it being recognized that, because of the arms-length negotiations between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

86. Representation By Counsel. The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and that this Settlement Agreement has been executed with the consent and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

87. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

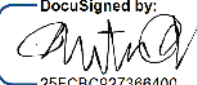
88. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

89. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

READ CAREFULLY BEFORE SIGNING

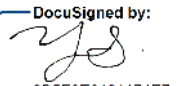
PLAINTIFF

Dated: 9/17/2023 _____

DocuSigned by:

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 Anita Miller

PLAINTIFF

Dated: 10/16/2023 _____

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 0B5E9E8181174E7...
 Yvette Sanchez

DEFENDANTS

Dated: _____

 Please Print Name of Authorized Signatory
 Rack Room Shoes, Inc.

87. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein will be subject to final Court approval.

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READ CAREFULLY BEFORE SIGNING

PLAINTIFF

Dated: _____

Anita Miller

PLAINTIFF

Dated:

Yvette Sanchez

DEFENDANTS

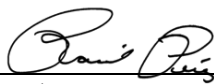
Dated:


Ernie Shore, CFO, SVP
Rack Room Shoes, Inc.

APPROVED AS TO FORM

CAPSTONE LAW APC

Dated: 9/15/2023

By: 
Raul Perez

Attorneys for Plaintiff Anita Miller and Yvette Sanchez

HIRSCHFELD KRAEMER LLP

Dated: _____

By: _____
Monte Grix

Attorneys for Defendants Rack Room Shoes, Inc. and Off Broadway Shoes, Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC

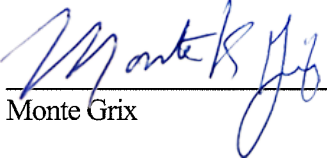
Dated: _____

By: _____
Raul Perez

Attorneys for Plaintiff Anita Miller and Yvette Sanchez

HIRSCHFELD KRAEMER LLP

Dated: _____

By:  _____
Monte Grix

Attorneys for Defendants Rack Room Shoes, Inc. and Off Broadway Shoes, Inc.

Exhibit A

Miller v. Rack Room Shoes, Inc., No. BCV-22-101870
SUPERIOR COURT OF THE STATE OF CALIFORNIA, FOR THE COUNTY OF KERN
NOTICE OF CLASS ACTION SETTLEMENT

You are not being sued. This notice affects your rights. Please read it carefully

To: All current and former California non-exempt hourly employees of Defendants Rack Room Shoes, Inc. and Off Broadway Shoes, Inc. (“Defendants”) who worked at any time during the period from July 28, 2018 to [the earlier of October 24, 2023 or the date of Preliminary Approval] (“Class Members”).

All current and former California non-exempt hourly employees of Defendants who worked at any time during the period from July 28, 2021 to [the earlier of October 24, 2023 or the date of Preliminary Approval] (“PAGA Members”).

On _____, the Honorable David Zulfa of the Kern County Superior Court granted preliminary approval of this class action settlement and ordered the litigants to notify all Class Members of the settlement. **You have received this notice because Defendants’ records indicate that you are a Class Member and/or a PAGA Member, and therefore entitled to a payment from the settlement.**

Unless you choose to opt out of the settlement by following the procedures described below, you will be deemed a Class Member and, if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement fund. The Final Fairness Hearing on the adequacy, reasonableness, and fairness of the Settlement will be held at _:00 _m. on _____, 2023 in Division J of the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301. You cannot opt out of being a PAGA Member and will receive a check for your share of the PAGA Fund, as explained below.

Please also note that the Final Fairness Hearing may be rescheduled by the Court to another date and/or time. Please visit [settlement website] for any scheduling changes.

If you move, you must send [ENTER NAME OF ADMINISTRATOR], the Settlement Administrator, whose contact information is on page 3 of this notice, your new address; otherwise, you may never receive your settlement payment. It is your responsibility to keep a current address on file with the Settlement Administrator.

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 deemed a “Participating Class Member,” and will be eligible for a payment from the Net Settlement Fund and, if you are also a PAGA Member, the PAGA Fund. In exchange, you will be bound by the terms of the proposed Settlement and give up your right to assert wage and hour claims and, if you are also a PAGA Member, PAGA penalty claims against Defendants based on the facts alleged in the Action during the applicable Class Period and (if applicable) PAGA Period.
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You Can Opt-out of the Class Settlement but not the PAGA Settlement	If you don't want to fully participate in the proposed Settlement, you can opt-out of the class settlement by sending the Settlement Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for a payment from the Net Settlement Fund and will not be bound by the terms of the proposed class settlement.
The Opt-out Deadline is [DATE]	You cannot opt-out of the PAGA portion of the proposed settlement. PAGA Members remain eligible to receive a payment from the PAGA Fund and, by operation of the Court approved settlement, give up their rights to pursue PAGA penalty claims against Defendants based on the facts alleged in the Action during the PAGA Period.
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [DATE]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed class settlement, but not the PAGA settlement.
You Can Participate in the [DATE] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [DATE] in Division J of the Kern County Superior Court located at 1215 Truxtun Avenue, Bakersfield, California 93301. 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 verbally object to the Settlement at the Final Approval Hearing. If the Court grants final approval of the Settlement despite your objection, you will receive a payment from the Net Settlement Fund and you will be bound by the terms of the Settlement.

Summary of the Litigation

Plaintiffs Anita Miller and Yvette Sanchez, on their behalf and on behalf of other current and former non-exempt employees, allege that Defendants violated California state labor laws as a result of their alleged failure to, among other things: (1) pay minimum and overtime wages to employees for all hours worked; (2) provide employees with meal and rest breaks; (3) timely pay all wages owed to employees during each pay period and upon termination of their employment; (4) reimburse employees for necessary business expenses; and (5) provide employees with accurate, itemized wage statements.

After the exchange of relevant information and evidence, the parties agreed to enter into settlement negotiations in an attempt to informally resolve the claims in the case. On July 26, 2023, the parties participated in a mediation with Jeffrey Fuchsman, Esq., an experienced and well-respected class action mediator. With Mr. Fuchsman's guidance, the parties were able to negotiate a complete settlement of Plaintiffs' claims.

Counsel for Plaintiffs, and the attorneys appointed by the Court to represent the class, Capstone Law APC ("Class Counsel"), have investigated and researched the facts and circumstances underlying the issues raised in the case and the applicable law. While Class Counsel believe that the claims alleged in this lawsuit have merit, Class Counsel also recognize that the risk and expense of continued litigation justify settlement. Based on the foregoing, Class Counsel believe the proposed settlement is fair, adequate, reasonable, and in the best interests of Class Members.

Defendants have denied, and continue to deny the factual and legal allegations in the case and believe that they have valid defenses to Plaintiffs' claims. By agreeing to settle, Defendants are not admitting liability on any of the factual allegations

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

or claims in the case or that the case can or should proceed as a class action. Defendants have agreed to settle the case as part of a compromise with Plaintiffs.

Summary of The Proposed Settlement Terms

Plaintiffs and Defendants have agreed to settle the underlying class claims in exchange for a Gross Settlement Amount of \$1,075,000. This amount is inclusive of: (1) individual settlement payments to all Participating Class Members; (2) Class Representative Enhancement Payments of \$10,000, each, to Anita Miller and Yvette Sanchez for their services on behalf of the class, and for a release of all claims arising out of their employment with Defendants; (3) \$358,333 in attorneys' fees and costs and up to \$15,000 in litigation costs and expenses; (4) a \$50,000 settlement of claims under the Labor Code Private Attorneys General Act of 2004 ("PAGA"), inclusive of a \$37,500 payment to the California Labor and Workforce Development Agency ("LWDA") in connection with the PAGA, and a \$12,500 payment ("PAGA Fund") to all PAGA Members; and (5) reasonable Settlement Administrator's fees and expenses currently estimated at \$. After deducting the above payments, a total of approximately \$ will be allocated to Class Members who do not opt out of the Settlement Class ("Net Settlement Fund"). Additionally, all PAGA Members will receive a proportional share of the \$12,500 PAGA Fund, regardless whether they opt out of the Settlement Class.

Payments from Net Settlement Fund. Defendants will calculate the total number of Workweeks worked by each Class Member from July 28, 2018 to [the earlier of October 24, 2023 or the date of Preliminary Approval] ("Class Period") and the aggregate total number of Workweeks worked by all Class Members during the Class Period. To determine each Class Member's estimated share of the Net Settlement Fund, the Settlement Administrator will use the following formula: The Net Settlement Fund will be divided by the aggregate total number of Workweeks, resulting in the "Workweek Value." Each Class Member's share of the Net Settlement Fund will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value. The Individual Settlement Payment will be reduced by any required deductions for each Class Member as specifically set forth herein, including employee-side tax withholdings or deductions. If there are any valid and timely Requests for Exclusion, the Settlement Administrator shall proportionately increase each Participating Class Member's share of the Net Settlement Fund according to the number of Workweeks worked, so that the amount actually distributed to the Settlement Class equals 100% of the Net Settlement Fund.

According to Defendants' records, you worked during the Class Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the Net Settlement Fund is approximately \$ ____.

Payments from PAGA Fund. Defendants will calculate the total number of Workweeks worked by each PAGA Member from July 28, 2021 to [the earlier of October 24, 2023 or the date of Preliminary Approval] ("PAGA Period") and the aggregate total number of Workweeks worked by all PAGA Members during the PAGA Period. To determine each PAGA Member's estimated share of the PAGA Fund, the Settlement Administrator will use the following formula: The PAGA Fund will be divided by the aggregate total number of Workweeks, resulting in the "PAGA Workweek Value." Each PAGA Member's share of the PAGA Fund will be calculated by multiplying each individual PAGA Member's total number of Workweeks by the PAGA Workweek Value. A Request for Exclusion does not exclude a PAGA Member from the release of claims under California Labor Code §§ 2698, *et seq.* and the PAGA Member will receive their portion of the PAGA fund even if he or she submits a valid Request for Exclusion.

According to Defendants' records, you worked during the PAGA Period in a non-exempt position for a total of ____ Workweeks. Accordingly, your estimated payment from the PAGA Fund is approximately \$ ____.

Your Estimated Payment: Based on the above, your estimated payment from the settlement is approximately \$ _____. If you believe the Workweek information provided above is incorrect, please contact the Settlement Administrator to dispute the calculation. You must attach all documentation in support of your dispute (such as check stubs, W2s, or letters from HR). All disputes must be postmarked or faxed on or before [insert date of Response Deadline] and must be sent to:

Settlement Administrator

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

c/o _____
Fax No. _____

If you dispute the information stated above, Defendants' records will control unless you are able to provide documentation that establishes otherwise.

Taxes on Settlement Payments. IRS Forms W-2 and 1099 will be distributed to participating Class Members and the appropriate taxing authorities reflecting the payments they receive under the settlement. Class Members should consult their tax advisors concerning the tax consequences of the payments they receive under the Settlement. For purposes of this settlement, 20% of each settlement payment will be allocated as wages for which IRS Forms W-2 will be issued, and 80% will be allocated as non-wages for which IRS Forms 1099-MISC will be issued.

Your Options Under the Settlement

Option 1 – Automatically Receive a Payment from the Settlement

If want to receive your payment from the settlement, then no further action is required on your part. You will automatically receive your settlement payment from the Settlement Administrator if and when the Settlement receives final approval by the Court.

If you choose **Option 1**, and if the Court grants final approval of the settlement, you will be mailed a check for your share of the settlement funds. In addition, you will be deemed to have released or waived the Released Class Claims and Released PAGA Claims:

Released Class Claims: All claims, rights, demands, liabilities, and causes of action, reasonably arising from, or reasonably related to, the same set of operative facts as those set forth in the operative complaint during the Class Period, including claims for violation of: (1) Sections 510 and 1198 (unpaid overtime); (2) Sections 1182.12, 1194, 1197, 1197.1, and 1198 (unpaid minimum wages); (3) Sections 226.7, 512(a), 516, and 1198 (failure to provide meal periods); (4) Sections 226.7, 516, and 1198 (failure to authorize and permit rest periods); (5) Sections 226(a), 1174(d), and 1198 (non-compliant wage statements and failure to maintain payroll records); (6) Sections 201 and 202 (wages not timely paid upon termination); (7) Section 204 (failure to timely pay wages during employment); (8) Section 2802 (unreimbursed business expenses); (9) California Business & Professions Code sections 17200, *et seq.* (unlawful business practices); and (10) California Business & Professions Code sections 17200, *et seq.* (unfair business practices).

Released PAGA Claims: All claims for civil penalties under California Labor Code §§ 2698, *et seq.*, that were brought or could reasonably have been brought based on the facts alleged in Plaintiffs' LWDA letters during the PAGA Period.

Option 2 – Opt Out of the Settlement

If you do not wish to participate in the settlement, you may exclude yourself from participating by submitting a written request to the Settlement Administrator expressly and clearly indicating that you have received this Notice of Class Action Settlement, decided not to participate in the settlement, and desire to be excluded from the settlement. The written request for exclusion must include your name, signature, address, telephone number, and last four digits of your Social Security Number. Sign, date, and mail the request for exclusion by First Class U.S. Mail or equivalent, to the address below. You may also fax your request for exclusion, with the foregoing information, to this number: _____.

Settlement Administrator

c/o _____

Questions? Contact the Settlement Administrator toll free at 1-*-***-******

The **Request for Exclusion** must be postmarked or faxed not later than _____, 2023. If you submit a Request for Exclusion which is not postmarked or faxed by _____, 2023, your Request for Exclusion will be rejected, and you will be included in the settlement class.

If you choose **Option 2**, you will no longer be a Class Member, and you will:

- Not Receive a Payment from the Net Settlement Fund.
- Not release the Released Class Claims.
- If you are a PAGA Member, you will still release the Released PAGA Claims, and will receive a payment from the PAGA Fund.

Option 3 – Object to the Settlement

If you decide to object to the settlement because you find it unfair or unreasonable, you may submit a written objection stating why you object to the settlement, or you may instead appear at the Final Fairness Hearing to object to the Settlement. Written objections must provide: (1) your full name, signature, address, and telephone number, (2) a written statement of all grounds for the objection accompanied by any legal support for such objection; (3) copies of any papers, briefs, or other documents upon which the objection is based; and (4) a statement about whether you intend to appear at the Fairness Hearing. The objection must be mailed to the administrator at [administrator's address] or by fax at _____.

All written objections must be received by the administrator by not later than _____ 2023. By submitting an objection, you are not excluding yourself from the settlement. To exclude yourself from the settlement, you must follow the directions described above. Please note that you cannot both object to the settlement and exclude yourself. You must choose one option only.

You may also, if you wish, appear at the Final Fairness Hearing set for _____ at _____ a.m./p.m. in the Superior Court of the State of California, for the County of Kern and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing.

If you choose **Option 3**, you will still be entitled to the money from the settlement. If the Court overrules your objection, you will be deemed to have released the Released Class Claims and Released PAGA Claims.

Additional Information

This Notice of Class Action Settlement 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 the case. All inquiries by Class Members regarding this Class Notice and/or the settlement should be directed to the Settlement Administrator, [include name] at the address and telephone number indicated above or to Class Counsel as follows:

Raul Perez
Capstone Law APC
1875 Century Park E., Suite 1000
Los Angeles, CA 90067
Phone: 1 (888) 400-2743

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS' ATTORNEYS WITH INQUIRIES.

Questions? Contact the Settlement Administrator toll free at 1-*-***-******