PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between plaintiffs Roxan Gancinia, Diana C. Jimenez, Alicia Hernandez, Faith Soriano, Jeannette Michel and Maninder Rai ("Plaintiffs") and defendant T.J. Maxx of CA, LLC ("Defendant"). The Agreement refers to Plaintiffs and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

1.1. "Action" means Plaintiff Gancinia's PAGA lawsuit alleging wage and hour violations against Defendant captioned *Roxanne Gancinia, et al. v. T.J. Maxx of CA, LLC,* initiated on March 27, 2023 and pending in Superior Court of the State of California, County of San Joaquin, Case No. STK-CV-UOE-2023-0002923, as amended to include all Plaintiffs and claims as discussed at section 2.13, as well as the PAGA Notice Letters submitted by each Plaintiff.

1.2. "Administrator" means ILYM Group, Inc. Class Action Administration ("ILYM"), 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.

1.4. "Aggrieved Employees" means all individuals who are or previously were employed by Defendant T.J. Maxx of CA, LLC in California and classified as non-exempt employees at any time during the period of June 4, 2022 through January 18, 2025.

1.5. "Aggrieved Employee Data" means Aggrieved Employees' identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.

1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.

1.7. "Court" means the Superior Court of California, County of San Joaquin.

1.8. "Defendant" means named Defendant T.J. Maxx of CA, LLC.

1.9. "Defense Counsel" means Bradley Schwan, Jannine E. Kranz, and Brittany L. McCarthy of Littler Mendelson, P.C.

1.10. "Effective Date" means the date the Court's Order granting approval of the Settlement and entry of Judgment becomes final and is no longer appealable (i.e., the later of (a) the day after the last date by which a notice of appeal may be filed pursuant to California Rules of Court 8.406 (i.e., 61 days after entry of the Judgment); (b) if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day after the last date for filing a request for further review of the order and judgment approving this Settlement passes, and no further review is requested; or (c) if an appeal is filed and the order approving this Settlement is affirmed and further review of the order is requested, the day after the review is finally resolved and the order and judgment approving this Settlement is affirmed. In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of an appeal or further appeal that could potentially prevent this Settlement from becoming final and binding.

1.11. "Gross Settlement Amount" means $1,413,575.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 4.1 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Representative Service Payments, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator's Expenses Payment.

1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties paid from the Net Settlement Amount and calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.

1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.

1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i) from the Net Settlement Amount.

1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: PAGA Representative Service Payments, the PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment.

1.17. "PAGA Counsel" means Otkupman Law Firm, A Law Corporation, Rastegar Law Group, APC, Cohelan Khoury & Singer, Majarian Law Group, and Blumenthal Nordrehaug, Bhowmik De Blouw LLP, the attorneys representing the Plaintiffs in the Action.

1.18. "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.19. "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.20. "PAGA Period" means the period from June 4, 2022 through January 18, 2025.

1.21. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

1.22. "PAGA Notice" means Plaintiff Gancinia's amended letter to Defendant and the LWDA submitted on July 18, 2025, adding the additional Plaintiffs and claims and providing amended notice pursuant to Labor Code section 2699.3, subd.(a).

1.23. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and the 75% to LWDA in settlement of PAGA claims.

1.24. "Plaintiffs" means Roxanne Gancinia, Diana C. Jimenez, Alicia Hernandez, Faith Soriano, Jeannette Michel and Maninder Rai, the named plaintiffs in the Action.

1.25. "Approval Order" means the Court Order Granting Approval of PAGA Settlement.

1.26. "Released PAGA Claims" means the claims being released by the Plaintiffs, Aggrieved Employees, and PAGA Counsel and as described in Paragraph 5 below.

1.27. "Released Parties" means: Defendant T.J. Maxx of California, LLC and each of its former and present directors, officers, shareholders, owners, employees, agents, members, attorneys, insurers, predecessors, merged entities, successors, assigns, parents (including The TJX Companies, Inc.), subsidiaries, and affiliates, respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees, beneficiaries, and agents, and each of their past, present, and future, officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and reinsurers.

1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

2.1. On or about October 21, 2022, Plaintiff Gancinia submitted a letter to the California LWDA pursuant to Labor Code section 2699.3 providing notice of her intent to seek relief under Labor Code section 2698, *et seq.* on behalf of herself and all other non-exempt, hourly employees in Defendant's California retail stores, contending, *inter alia,* that Defendant violated Labor Code sections 201-203, 204, 210, 218, 222, 226(a), (e), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1194.2, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and 17200 and the IWC Order No. 5-2001.

2.2. On October 26, 2022, Plaintiff Gancinia filed a putative Class Action lawsuit in San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0009999, on behalf of herself and a California class of non-exempt employees alleging violations of Labor Code sections 201-203, 204, 210, 218, 222, 226(a), (e), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1194.2, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, IWC Order No. 5-2001 and Business and Professions ("B&P") Code section 17200 ("Gancinia Class Action"). Defendant timely removed the Gancinia Class Action to Federal Court on December 5, 2022 and filed a motion to compel arbitration on March 15, 2023. On March 28, 2023, the Court granted the parties joint motion to stay the case pending resolution in arbitration. On December 12, 2024, Plaintiff Gancinia submitted her individual claims to binding arbitration, AAA Case No. 01-23-0005-7523.

2.3. On or about December 22, 2022, Plaintiff Jimenez submitted a letter to the California LWDA pursuant to Labor Code section 2699.3 providing notice of her intent to seek relief under Labor Code section 2698, *et seq.* on behalf of herself and all other non-exempt, hourly employees in Defendant's and its parent and other affiliated entities California retail stores, contending, *inter alia,* that Defendant violated Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1194, 1197and IWC Order No. 7-2001.

2.4. On March 27, 2023, Plaintiff Gancinia filed a Complaint on behalf of herself and other aggrieved employees against Defendant in San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0009999, alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 201-203, 204 ,210, 218, 222, 226(a), (e), 226.3, 226.7, 510, 512, 558, 1174(d), 1194, 1194.2, 2802, 6400, 6401, 6402, 6403, 6404, 6407, 8 CCR 3202, and 17200 and the IWC Order No. 5-2001 (the "Gancinia PAGA Action").

2.5. On or about May 8, 2023, Plaintiff Hernandez submitted a letter to the California LWDA pursuant to Labor Code section 2699.3 providing notice of her intent to seek relief under Labor Code section 2698, *et seq.* on behalf of herself and all other non-exempt, hourly employees in Defendant's California retail stores, contending, *inter alia,* that Defendant violated Labor Code sections 201-203, 204 ,210, 218, 221, 226, 226.7, 227.3, 246 *et seq,* 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, 8 CCR 11040, 8 CCR 11070, and the IWC Wage Orders.

2.6. On July 11, 2023, Plaintiff Jimenez filed a complaint on behalf of herself and other aggrieved employees against Defendant in San Diego County Superior Court, Case No. 37-2023-00029118-CU-OE-CTL, alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699(f) for violations of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, and IWC Order No. 7-2001 (the "Jimenez Action").

2.7. On August 29, 2023, Plaintiff Hernandez filed a complaint on behalf of herself and other aggrieved employees against Defendant in Orange County Superior Court, Case No. 30-2023-01344910-CU-OE-CXC, alleging one cause of action against Defendant for penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections 201-203, 204 *et seq.*, 210, 218, 221, 226(a), 226.7, 227.3, 246, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8 sections 11040 subdivision 5(A)-(b), and section11070(14), and the applicable Wage Orders.[1] On January 2, 2024, in response to the Parties joint stipulation, the Court Ordered Plaintiff to submit her individual PAGA claim to binding arbitration. On January 26, 2024, Plaintiff Hernandez submitted an arbitration demand alleging both individual wage and hour violations and her individual PAGA claim, AAA Case No. 01-24-0000-3610 (collectively, the "Hernandez Action").

2.8. On November 28, 2023, Plaintiff Rai submitted a request for her personnel records ("Rai Demand").

2.9. On March 14, 2024, Plaintiff Soriano submitted a letter to the California LWDA pursuant to Labor Code section 2699.3 providing notice of her intent to seek relief under Labor Code section 2698, *et seq.* on behalf of herself and all other non-exempt, hourly employees in Defendant's California retail stores, contending, *inter alia,* that Defendant violated Labor Code sections 201-202, 203, 226, 226.7, and 246.

2.10. On March 18, 2024, Plaintiff Michel filed a complaint on behalf of herself against Defendant in Orange County Superior Court, Case No. 30-2024-01387271-CU-OE-CJC, alleging violations of Labor Code sections 201-203, 204, 226, 226.7, 510, 512, 558, 1174, 1194, 1194.2, 2802, and B&P Code 17200. On June 11, 2024, in response to the Parties joint stipulation, the Court Ordered Plaintiff to submit her claim to binding arbitration. On January 20, 2025, Plaintiff Michel submitted an arbitration demand, AAA Case No. 01-25-0000-2859 (the "Michel Action").

2.11. On June 5, 2024, Plaintiff Soriano filed a putative Class Action lawsuit in the Los Angeles Superior Court, Case No. 24STCV13970, on behalf of Plaintiff and a California class of non-exempt employees alleging violations of Labor Code sections 201-203, 226, 226.7, 246, 510, 1194, and B&P Code section 17200 ("Soriano Class Action"). On June 5, 2024, Plaintiff Soriano also filed a separate complaint on behalf of herself and other aggrieved employees against Defendant and its parent in Los Angeles Superior Court, Case No. 24RCV01907, alleging a PAGA cause of action seeking penalties pursuant to Labor Code section 2699, *et seq.* for violations of Labor Code sections 201-203, 226, 226.7, 246, 510, and 1194 ("Soriano PAGA Action").

2.12. As part of this Settlement, and for purposes of seeking approval of the same, Plaintiff Gancinia will submit an amended PAGA Notice Letter that combines all the

[1] On August 29, 2023, Plaintiff Hernandez also filed a putative class action complaint alleging Labor Code violations individually and on behalf of a putative class in Kern County Superior Court, Case No. BCV-23-102905. Defendant was never served with the Complaint and following the Parties' meet and confer efforts and due to the binding arbitration agreement entered into between the Parties, the Class Action Complaint was voluntarily dismissed on or about December 11, 2023. Because the Hernandez Class Action Complaint has already been dismissed without prejudice, it is not otherwise addressed by this Agreement.

named Plaintiffs and all the alleged Labor Code violations in one Amended PAGA Notice Letter. The Parties will also stipulate to and seek approval to file a First Amended Complaint consolidating the Gancinia Action with the Jimenez Action, the Soriano PAGA Action, the Michel Action, and the Rai Action and dismissing any parent or related or affiliated entities other than Defendant (the "Operative Complaint"). Once the Operative Complaint is on file, the putative class actions (Gancinia Class Action and Arbitration, Soriano Class Action) will be dismissed without prejudice. Likewise, once the Operative Complaint is on file, the separately pending Jimenez Action, the Soriano PAGA Action, the Michel Action, and the Rai Action will be dismissed without prejudice. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.13. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notice Letters and the Amended PAGA Notice Letter as outlined above.

2.14. On November 18, 2024, the Parties participated in an all-day mediation presided over by David Phillips, Esq., which led to this Agreement to settle the Action.

2.15. Prior to mediation, Plaintiffs obtained, through discovery, statistical data, including records of Defendant's employees, which consisted of wage statements, clock in and clock out times, times taken for meal breaks, wages earned during the relevant pay periods, written policies and procedures on meal breaks, rest breaks, overtime compensation, and reimbursement for business expenses, the number of pay periods in the PAGA Period, and the total number of Aggrieved Employees.

2.16. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement. It is the intent of the Parties that any and all actions filed by the named Plaintiffs will be settled and resolved by and through this Agreement.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay $1,413,575.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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 PAGA Counsel and Named Representatives: A PAGA Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount ($471,191.67) and PAGA Counsel Litigation Expenses Payment of actual costs incurred, which is currently estimated to be approximately $50,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiffs and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and agrees to indemnify Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments. The payment of the PAGA Counsel Fees Payment shall be made as follows: 60% to Otkupman Law Firm, A Law Corporation, 13⅓% to Rastegar Law Group, APC, 13⅓% Cohelan Khoury & Singer and Majarian Law Group, and 13⅓% to Blumenthal Nordrehaug Bhowmik De Blouw LLP. Payment of the PAGA Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.

3.2.2. To the Plaintiffs: Service Payments to the Plaintiffs of not more than $10,000.00 each (in addition to any Individual PAGA Payment the Plaintiffs are entitled to receive as Aggrieved Employees). Defendant will not oppose Plaintiffs' request for Service Payments that do not exceed this amount. To the extent the Service Payments are less or the Court approves payment less than $10,000.00 each, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for any taxes owed on the Service Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed $40,000.00 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 $40,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the approximate amount of $802,383.33 to be paid from the Gross Settlement Amount, with 75% (presently estimated to be $601,787.50) allocated to the LWDA PAGA Payment and 25% (presently estimated to be $200,595.83) allocated to the Individual PAGA Payments.

3.2.4.1. The Administrator will calculate each Individual PAGA Payment on a pro rata basis by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($200,595.83) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods and Escalator. Based on a review of its records to date, Defendant estimates there are a total of 1,130,860 PAGA Pay Periods ("Pay Period Estimate"). If this number increases by more than 10%, the Gross Settlement Amount shall increase proportionately by the same percentage above 10% (for example, if the total Pay Periods is in fact 11% higher than the Pay Period Estimate, the Gross Settlement Amount will be increased by 1%). In the alternative, Defendant may elect to shorten the release period to stay within the 10% cushion.

4.2. Aggrieved Employee Data. Within 14 days of the Court's Order approving the Settlement, Defendant will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount 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 10 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, and the PAGA Counsel Fees and Expenses Payments. Disbursement of the PAGA Counsel Fees and Expenses Payments shall not precede disbursement of Individual PAGA Payments.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. 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 Aggrieved Employee Address Search for all Aggrieved Employees whose checks are retuned undelivered without USPS forwarding address. Within 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, if requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose 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 Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement. Amounts paid to Plaintiffs and other Aggrieved Employees pursuant to this Settlement Agreement do not count as earnings or compensation for purposes of any benefits (*e.g.*, 401(k) plans or retirement plans) sponsored by Defendant.

5. **RELEASES OF CLAIMS**. Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiffs and PAGA Counsel will release claims against all Released Parties as follows:

Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during Plaintiffs' employment with Defendant, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the period of Plaintiffs' employment with Defendant. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.1.1 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Complete and General Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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.

5.2 Release by Aggrieved Employees. Plaintiffs, on behalf of themselves, the State of California, and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA civil penalties under the California Labor Code, Wage Orders, regulations, and/or other provisions of law alleged to have been violated in the Action, the Operative Complaint, and the Amended PAGA Notice Letter, with respect to Aggrieved Employees during the PAGA Period. Aggrieved Employees, other than the named Plaintiffs, will not be deemed to have released any individual wage and hour claims by virtue of this Settlement. Upon full funding of the Gross Settlement Amount, the Defendant shall be entitled to a release from the State of California and all Aggrieved Employees of all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, and the PAGA Notices submitted by any Plaintiffs to the LWDA, or which occurred during the PAGA Period and expressly excluding all other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, and California class claims, and Plaintiffs' individual claims that are subject to separate releases, and PAGA claims outside of the PAGA period. It is the intent of the Parties that the Settlement Approval order entered by the Court shall have full *res judicata* effect and be final and binding upon Aggrieved Employees regarding any of the alleged violations, expressly including Labor Code sections 201-203, 204, 210, 218, 221, 222, 226, 226.3, 226.7, 227.3, 246 510, 512, 558, 1174, 1194, 1194.2, 1197, 1197.1, 1198, 2802, 6400, 6401, 6402, 6403, 6404, 6407; Business and Professions Code section 17200; California Code of Regulations, Title 8 sections 3202, 11040 subdivision 5(A)-(b), and 11070(14); and any and all applicable Wage Orders.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to jointly prepare and file an application or motion for approval of this Settlement.

6.1 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement.

6.2 Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Final Approval to the Administrator.

6.3 LWDA Notice. Pursuant to California Labor Code § 2699(*l*), PAGA Counsel will provide a copy of this Settlement to the LWDA concurrently with the filing of the motion for Settlement Approval. PAGA Counsel will also file a declaration in support of his motion for Settlement Approval confirming that the Settlement was submitted to the LWDA in compliance with Labor Code § 2699(*l*).

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, 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 ILYM to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. 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 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 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. The Settlement Administrator will be responsible for: establishing the QSF; calculating Individual PAGA Payments; preparing, printing, and mailing the Individual PAGA Payment checks and accompanying Notice to Aggrieved Employees; disbursing payment of PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment to PAGA Counsel; disbursing payment of the Service Awards to Plaintiffs; disbursing payment to the LWDA consisting of seventy-five percent (75%) of the Net Settlement Amount; printing and providing Aggrieved Employees, Plaintiffs, and

PAGA Counsel with IRS Forms 1099 as required under this Settlement Agreement and applicable law; providing a due diligence declaration for submission to the Court upon completion of the terms of the Settlement; and for such other tasks as the Parties mutually agree or the Court orders. The Settlement Administrator shall keep the Parties timely apprised of the performance of all Settlement Administrator responsibilities. Any legally mandated tax reports, tax filings, or other tax documents required by the administration of this Settlement shall be prepared by the Settlement Administrator. Any expenses incurred in connection with such preparation shall be part of the Settlement Administration Costs. The Settlement Administrator agrees to comply with security protocols required by Defendant regarding the protection of employee data.

8. **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 pursuant to C.C.P. §664.6 solely for purposes of (i) the interpretation and enforcement of this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9. **ADDITIONAL PROVISIONS.**

10.1 No Admission of Liability or Representative Manageability for Other Purposes. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's defenses. 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).

10.2 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.

10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs, and each of them, and Defendant, 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.

10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

10.5 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.

10.6 No Tax Advice. The Parties make no representation as to the tax treatment or legal effect of the payments called for hereunder, and the Parties are not relying on any statement, representation, or calculation by any of the Parties or by the Settlement Administrator in this regard. Each Party to this Settlement (for purposes of this section, the "Acknowledging Party" and each Party to this Settlement Agreement other than the Acknowledging Party, an "other Party") acknowledges and agrees that: (a) no provision of this Settlement, and no written communication or disclosure between or among the Parties or their attorneys and other advisers, is or was intended to be, nor will any such communication or disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended); (b) the Acknowledging Party (i) has relied exclusively upon his, her or its own, independent legal and tax counsel for advice (including tax advice) in connection with this Settlement, (ii) has not entered into this Settlement based upon the recommendation of any other Party or any attorney or advisor to any other Party, and (iii) is not entitled to rely upon any communication or disclosure by any attorney or adviser to any other Party to avoid any tax penalty that may be imposed on the Acknowledging Party; and (c) no attorney or adviser to any other Party has imposed any limitation that protects the confidentiality of any such Attorneys' or adviser's tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure of any transaction, including any transaction contemplated by this Settlement Agreement.

10.7 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.

10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

10.9 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.

10.10 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.

10.11 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.

10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant in connection with the mediation, 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant.

10.13 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.

10.14 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 federal legal holiday, such date or deadline shall be on the first business day thereafter.

10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the day sent by email.

10.16 Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this 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.

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

10.18 Publicity. The Parties agree that Plaintiff and PAGA Counsel will not initiate contact with the press, or otherwise affirmatively publish information concerning this Settlement. If Plaintiff and/or PAGA Counsel are contacted by the press or any other entity regarding this Settlement, Plaintiff and/or PAGA Counsel agree that they may disclose only information in the public record regarding this Settlement. Otherwise, Plaintiff and/or

PAGA Counsel agree to decline to comment publicly on the matter or the settlement thereof. The Parties and their respective counsel also agree that any publications regarding this Settlement on their website will be limited to information that is disclosed in the public record.

10.19 No Pending Lawsuits By Plaintiffs. Other than the Actions and Arbitration matters identified in the Recitals, Plaintiffs represent that they do not have any pending lawsuits, administrative complaints, or charges against Defendant or the Released Parties in any local, state, or federal court or administrative agency. Plaintiffs further acknowledge that all claims raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement Agreement and the Court's Settlement Approval order.

10.20 Dismissal of Actions and Stay of Arbitration Proceedings. Within seven days of the filing of the Operative Complaint in the Action, PAGA Counsel shall submit requests for dismissal without prejudice of any pending action and including any Released Parties, including specifically:

- Gancinia Class Action in San Joaquin County Superior Court, Case No. STK-CV-UOE-2022-0009999 ;
- Jimenez Action, PAGA complaint in San Diego County Superior Court, Case No. 37-2023-00029118-CU-OE-CTL;
- Hernandez Action, PAGA complaint in Orange County Superior Court, Case No. 30-2023-01344910-CU-OE-CXC ;
- Soriano Class Action lawsuit in the Los Angeles Superior Court, Case No. 24STCV13970;
- Soriano PAGA Action filed in Los Angeles Superior Court, Case No. 24RCV01907;
- Michel Action, individual complaint in Orange County Superior Court, Case No. 30-2024-01387271-CU-OE-CJC, .

Likewise, the Parties will jointly send a request to AAA and the assigned arbitrators and case administrators for pending individual arbitrations requesting the arbitrations be stayed and/or deemed "inactive" pending settlement approval and payment.

- Gancinia individual and PAGA arbitration, AAA Case No. 01-23-0005-7523;
- Hernandez individual and PAGA arbitration, AAA Case No. 01-24-0000-0959;
- Michel Action, individual arbitration, AAA Case No. 01-25-0000-2859.

Within 5 business days of the date of Funding as set forth in Paragraph 4.3, Plaintiffs with arbitrations shall submit requests for case closure of the pending arbitrations.

10.21 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email 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.

10.22 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

RGancinia

Plaintiff ROXANNE GANCINIA

Dated: 09 / 02 / 2025

Plaintiff DIANA C. JIMENEZ

Dated: ______________

Plaintiff FAITH SORIANO

Dated: ______________

Maninder Rai

Maninder Rai (Sep 11, 2025 11:52:20 PDT)

Plaintiff MANINDER RAI

Dated: 09/11/2025

Plaintiff ALICIA HERNANDEZ

Plaint

Dated: 09/16/2025

Jeanette Michel

Plaintiff JEANNETTE MICHEL

Dated: 09 / 02 / 2025

Jennifer Brady

Name: Jennifer Brady

Title: VP Legal

For Defendant T.J. MAXX OF CA, LLC

Dated: 10/23/2025 | 1:44 PM EDT

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R Gancinia

Plaintiff ROXANNE GANCINIA

Dated: 09 / 02 / 2025

Plaintiff DIANA C. JIMENEZ

Dated: 09/09/2025

Plaintiff FAITH SORIANO

Dated: 9/8/2025

Plaintiff MANINDER RAI

Dated:

Plaintiff ALICIA HERNANDEZ
Plaint

Dated:

Jeanette Michel

Plaintiff JEANNETTE MICHEL

Dated: 09 / 02 / 2025

Name:
Title:
For Defendant T.J. MAXX OF CA, LLC

Dated:

APPROVED AS TO FORM AND CONTENT:

Otkupman Law Firm, A Law Corporation
Roman Otkupman
Counsel for Plaintiffs
Roxanne Gancinia, Jeannette Michel

Dated: 09 / 02 / 2025

Rastegar Law Group, APC
Farzad Rastegar
Douglas W. Perlman
Counsel for Plaintiff,
Diana Jimenez

Dated: ________________

Cohelan Khoury & Singer/Majarian Law Group
Isam C. Khoury
Michael D. Singer
Jeff Geraci
Sahag Majarian
Counsel for Plaintiff,
Faith Soriano

Dated: ________________

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Aparajit Bhowmik
Priya Mukherjee
Counsel for Plaintiffs,
Alicia Hernandez, Maninder Rai

Dated: 9/17/25

Littler Mendelson, P.C.
Bradley Schwan
Jannine E. Kranz
Brittany L. McCarthy
Counsel for Defendant,
T.J. Maxx of CA, LLC

Dated: ________________

APPROVED AS TO FORM AND CONTENT:

Otkupman Law Firm, A Law Corporation
Roman Otkupman
Counsel for Plaintiffs
Roxanne Gancinia, Jeannette Michel

Dated: 09 / 02 / 2025

Rastegar Law Group, APC
Farzad Rastegar
Douglas W. Perlman
Counsel for Plaintiff,
Diana Jimenez

Dated: 09/09/2025

Cohelan Khoury & Singer/Majarian Law Group
Isam C. Khoury
Michael D. Singer
Jeff Geraci
Sahag Majarian
Counsel for Plaintiff,
Faith Soriano

Dated: 9/9/2025

Blumenthal Nordrehaug Bhowmik De Blouw LLP
Aparajit Bhowmik
Priya Mukherjee
Charlotte E. James
Andrew Ronan
Counsel for Plaintiffs,
Alicia Hernandez, Maninder Rai

Dated: ________________

brittany mccarthy

Littler Mendelson, P.C.
Bradley Schwan
Jannine E. Kranz
Brittany L. McCarthy
Counsel for Defendant,
T.J. Maxx of CA, LLC

Dated: October 23, 2025