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Action.

- 1.19. "PAGA Pay Period" means any Pay Period during the PAGA Period during which an Aggrieved Employee worked for rPlanet in California for at least one day.
- 1.20. "PAGA Period" means the period from November 2, 2021 through February 28, 2023.
- 1.21. "PAGA" means the Labor Code Private Attorneys General Act, California Labor Code § 2698. *et seq.*
- 1.22. "PAGA Notice" means Plaintiff's November 2, 2022, letter to rPlanet and the LWDA providing notice of her claims pursuant to California Labor Code section 2699.3(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 the LWDA in settlement of PAGA claims.
- 1.24. "Plaintiff" means Jasmine Calsadillas, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by Plaintiff, PAGA Counsel and Aggrieved Employees and as described in Paragraph 5 below.
- 1.27. "Released Parties" means rPlanet and its respective former, current, and future direct and indirect owners, predecessors, successors, heirs, parents, affiliates, subsidiaries, divisions, partners (whether general or limited), directors, officers, employees, agents, attorneys, and insurers.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "rPlanet" means named Defendant rPlanet Earth Los Angeles LLC.

2. RECITALS.

- 2.1. On November 2, 2022, pursuant to California Labor Code section 2699.3(a), Plaintiff submitted to the LWDA notice of claims against rPlanet under PAGA based upon allegations that, *inter alia*, rPlanet failed to pay minimum wages and overtime wages, provide compliant meal and rest periods to non-exempt employees and pay meal and rest period premiums at the regular rate of pay, provide required paid sick leave, provide accurate itemized wage statements,

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timely pay wages during employment and/or at termination, keep required records, and reimburse for necessary business expenses (the "PAGA Notice"). Plaintiff gave timely written notice to rPlanet and the LWDA by sending the PAGA Notice. rPlanet denies the allegations in the PAGA Notice, denies any failure to comply with the laws identified in the PAGA Notice, and denies any and all liability for the causes of action alleged.

- 2.2. Following the exchange of information through informal discovery, including Human Resources Information Systems data, timekeeping and payroll data, and copies of relevant documents and policies, the Parties negotiated a settlement of the PAGA claims.
- 2.3. Within seven (7) days of signing this Agreement, Plaintiff will file with the Court the Operative Complaint, which will be coextensive with the claims to be released through the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, rPlanet promises to pay One Hundred Fifteen Thousand Dollars and Zero Cents (\$115,000.00) and no more as the Gross Settlement Amount. rPlanet 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 rPlanet.
- 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 Approval Order:
 - 3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount as attorneys' fees (\$38,333.33), plus actual litigation costs incurred in connection with work performed to litigate the Action and obtain Court approval of the Settlement, which are currently estimated to be \$650.00 (the PAGA Counsel Litigation Expenses Payment). rPlanet will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for the 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

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PAGA Pay Periods.

- 4.2. Aggrieved Employee Data. Within fifteen (15) days of the Approval Order, rPlanet will simultaneously deliver the Aggrieved Employee Data to the Administrator. 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. rPlanet 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.
- 4.3. Funding of Gross Settlement Amount. rPlanet shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days after rPlanet 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 Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment 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 returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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

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materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

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 penalties during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including but not limited to claims for civil penalties based on alleged failure to pay for all time worked, failure to pay minimum wages or overtime wages, failure to provide meal and rest periods and/or pay meal and rest period premiums at the regular rate of pay, failure to provide required paid sick leave, failure to provide accurate itemized wage statements, failure to timely pay all wages owed during employment or at termination, failure to keep required records, and failure to reimburse all necessary business expenses, including claims based on Labor Code sections 201-204, 206, 210, 226, 226.3, 226.7, 247.5, 248.1, 248.6, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, and 2802, the Industrial Welfare Commission Wage Orders, and any resulting claim for attorneys' fees and costs (the "Released Claims").

5.3 Release by PAGA Counsel:

PAGA Counsel release, on behalf of their present and former attorneys, employees, agents, successors and assigns, the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION FOR APPROVAL OF SETTLEMENT. The Parties agree to jointly prepare and file a motion for approval of this Settlement.

6.1 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement 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 Approval Order to the Administrator.

6.2 Duty to Cooperate. If the Parties disagree on any aspect of the proposed stipulation 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

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators (“Phoenix”) to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES. Based on its records, rPlanet estimates that, as of the date of this Settlement Agreement, there are 192 Aggrieved Employees who worked 4,400 Pay Periods during the PAGA Period.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, the Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)

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- 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. Neither Plaintiff, PAGA Counsel, rPlanet nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 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

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