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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

E. DAMIANO, an individual, individually and
on behalf of all others similarly situated,

Plaintiff,

v.

FABLETICS, LLC, a Delaware Limited
Liability Company; TECHSTYLE, INC., a
Delaware Corporation; ADAM
GOLDENBERG, an individual; and DOE 1
through and including DOE 10,

Defendants.

Case No: 24STCV15783

Assigned to Hon. William F. Highberger, Dept. 10

**DECLARATION OF ALAN HARRIS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 24, 2026

Time: 11:00 a.m.

Dept.: 10

Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: June 24, 2024

FAC Filed: February 26, 2026

1 ALAN HARRIS declares under penalty of perjury under the laws of the State of California and
2 the United States as follows: I am a member in good standing of the State Bar of California and am one
3 of the attorneys for Plaintiff Eugene Damiano (“Damiano”) in this action. I make this Declaration on
4 behalf of Plaintiff and in support of the Motion for Preliminary Approval of Class-Action Settlement
5 with Defendants Fabletics, LLC (“FLLC”), Adam Goldenberg (“Goldenberg”) and Techstyle, Inc.
6 (“TSI”) Defendants FLLC, Goldenberg, TSI are collectively referred to as “Defendants.” If sworn as a
7 witness, I could competently testify to each fact set forth herein from my own personal knowledge.

8 1. Subject to approval by this Court, the Parties and their respective counsel have agreed to
9 a binding resolution of this case, based on the terms described in a Settlement attached hereto as **Exhibit**
10 **1** (the “Settlement”). A redline comparing the Settlement Agreement to the Court’s February 2023
11 Model Agreement is **Exhibit 2**. As required by the Checklist, proof of submission of the proposed
12 settlement to the LWDA is filed herewith as **Exhibit 3** to the Harris Declaration. The Checklist also
13 requires a proposed Judgment to be filed as an Exhibit. A draft proposed Judgment, subject to
14 modification after preliminary approval, is filed herewith as **Exhibit 4** to the Harris Declaration. A true
15 and correct copy of Plaintiff Damiano’s PAGA Notice is attached hereto as **Exhibit 5**. This Declaration
16 follows the Los Angeles Superior Court, Complex Civil Department’s Checklist for Preliminary
17 Approval of Class Action Settlements.

18 **1. MOVING PAPERS (MOTION AND DECLARATIONS)**

19 **Introductory Information**

20 2. *The Case.* This class and PAGA representative law enforcement action, filed on June
21 24, 2024, seeks recovery of unpaid wages, damages, liquidated damages, restitution, continuing wages,
22 damages, statutory penalties, civil penalties, and reimbursement of attorneys’ fees as well as costs. The
23 First Amended Complaint, filed on February 26, 2026, is the operative pleading, alleging the following
24 claims: 1) Cal. Lab. Code (the “Code”) §§ 201, 201.3, 201.5, 203 and/or 204, Continuing Wages; 2)
25 Code §§ 510, 515 and 1198, IWC Wage Order 4 and/or 12, Failure to Pay Overtime; 3) Code §§1194,
26 1197 and 1197.1, Wage Order 4 and/or 12. Failure to Pay Minimum Wages; 4) Code §§ 226.7 and
27 512(a), Wage Order 4 and/or 12, Failure to Provide Meal Breaks; 5) Code § 226.7 and Wage Order 4
28 and/or 12, Failure to Provide Rest Breaks; 6) Cal. Bus. & Prof. Code § 17200, Unfair Competition; 7)

1 Code § 226(b), Failure to Provide Employment Records; 8) Code § 1198.5, Failure to Provide
2 Employment Records; and 9) Code § 2698 *et seq.*, PAGA civil penalties. The proposed Settlement
3 provided that the FAC be filed to add a representative claim for relief under the California Labor Code
4 Private Attorneys General Act (“PAGA”). A stipulation to file the FAC was filed on February 20, 2026,
5 and the Court granted the request on February 25, 2026. The proposed Settlement will not have any
6 effect on any other cases against Defendants because there are no other known cases pending in which
7 similar claims are asserted.

8 3. Defendant FLLC is a California Corporation, which conducts a worldwide fashion e-
9 commerce business. According to FLCC’s website, “[i]n 2014, we had a vision to fuse fashion with
10 activewear. Now, millions of members and 95+ stores later, here we are.” [https://www.fabletics.com](https://www.fabletics.com/about)
11 /about (last accessed June 18, 2025). Defendant Goldenberg is a Founder and the CEO of FLLC.
12 Defendant TSI is a Delaware Corporation and the Manager of FLLC. According to Defendants’
13 website: “When Don Ressler and Adam Goldenberg founded TechStyle Fashion Group, they were on a
14 mission to reimagine the fashion industry. Beginning in 2010 with just one brand in one category, they
15 pioneered a new business model and built TFG into the innovative brand incubator behind the success of
16 Fabletics, Savage X Fenty, JustFab, ShoeDazzle, and FabKids.” [https://www.techstylefashiongroup.](https://www.techstylefashiongroup.com/)
17 com/, last accessed June 18, 2025. The website for Techstyle Fashion Group appears to be currently
18 inactive. Defendants produce still photography and motion picture content to market their products.
19 Plaintiff Damiano worked as a crew member on one of Defendants’ productions as well as
20 for many other motion picture companies, including producers of commercials, feature films and
21 television programs.

22 4. This case is one of dozens of such motion picture and still photography class action cases
23 prosecuted by Harris & Ruble (“H&R”), commencing in the late 1990s, including PAGA actions in
24 which recovery was also sought on behalf of the California Labor and Workforce Development Agency
25 (the “LWDA”). Indeed, on October 2, 2000, H&R filed Greenberg v. E.P. Management Services, LP,
26 Los Angeles Superior Court (BC 237787), a similar PAGA and Code class action against television
27 production companies such as @Radical Media, A Band Apart Commercials, LLC, Bob Industries,
28 Hungry Man, Inc., Joseph Pytka Productions, Inc., Little Minx, Inc., Morton Jankel Zander, Inc.,

1 Propaganda Films, Inc., Tool of North America, LLC, and many others. On June 25, 2002, H&R filed
2 suit against another major producer of television commercials, Elias v. Tony Kaye Films, Inc., Los
3 Angeles Superior Court (BC276385). On May 25, 2004, the undersigned filed a similar PAGA and
4 Code class action against another commercial production company, Lovett v. Anonymous Content,
5 LLC, Los Angeles Superior Court No. BC316020. Ultimately, the Lovett case was settled with other,
6 similar matters involving several other producers of television commercials.¹ The undersigned has a
7 long history of prosecuting cases for governmental entities, dating from the 1970s.²

8 5. During the class period, Defendants employed Plaintiff and others as crew members for
9 a still photography and motion picture production. The project on which Damiano worked was referred
10 to as “FLM 2021 AUG EDITORIAL.” The proposed Class Members herein include Plaintiff, crew
11 members on the Production on which Damiano worked, and all other California based, hourly paid
12 freelance crew members who performed work in California for Defendants, whether on still
13 photography or motion pictures. The Class includes, for example, crew who worked during the
14 following Sunday to Saturday pay periods for the listed projects: 5/24-30/20 (FL 2020 Madelaine); 5/31-
15 6/6/20 (FL 2020 Madelaine); 10/3-9/21; 11/14-20/21; 12/5-11/21 (SWR 2022 LAUNCH Q1); 5/22-
16 28/22 (SWR 2022 CAMPAIGN Q3). The Class does not include any Defendant or other person who
17 worked as full-time staff for any Defendant during the Class Period at issue, as Defendants’ staff
18 personnel were compensated by a different payroll regime than that used for Class Members.

19 6. Plaintiff Damiano was hired to work for Defendants during the regular payroll week
20 ending on Saturday, June 26, 2021. He was employed as a crew member on the Production. Declaration
21 of Eugene Damiano (“Damiano Decl.”), ¶ 8. Without a rest or meal period, he worked for Defendants
22 for at least 10 hours on a single day. Once his employment ended, Defendants were required to pay him

23 ¹ Bithell v. E.P. Mgmt. Servs., 2007 Cal. App. Unpub. LEXIS 9706, *3 (2006) (“On October 2, 2000,
24 plaintiff Greenberg filed this class action (the Greenberg claims). In the original complaint, plaintiff
25 alleged that a purported defense class of employers in the motion picture industry violated Code section
201.5 (which the Legislature amended on May 19, 1998) by failing to pay discharged employees’ wages
due and owing within 24 hours after discharge.”)

26 ² E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S. 720 (1977); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp.
27 671, 689 (M.D. Pa. 1984), aff’d in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct.
28 Realty Corp. 803 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S., 483 U.S.
1005 (1987); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six-week
jury trial for plaintiffs); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979).

1 no later than on the next Friday, July 2, 2021. However, Plaintiff's partial, "final" pay-check was not
2 even prepared until Wednesday, July 14, 2021, nearly two weeks after Plaintiff's wages should have
3 been paid to him. Damiano received but a partial paycheck, as it did not include compensation for
4 Defendants' failure to pay premium wages on account of their failure to provide compliant meal periods
5 and rest breaks. Damiano Decl., ¶ 8.

6 7. While Plaintiff and Class Members were working on the motion picture and still
7 photography projects for which they were retained, they were required to keep their walkie talkie radios
8 and/or cell phones with them, including during meal and rest breaks, and to always be responsive. Some
9 breaks were simply not provided at all. This policy precluded Defendants from providing Plaintiff and
10 others the ability to enjoy legally compliant meal and rest breaks as required by California law. Augustus
11 v. ABM Sec. Servs. Inc., 2 Cal. 5th 257, 260 (2016).

12 8. Plaintiff has not been paid accrued premium wages owing for the non-provision of
13 compliant meal periods and rest breaks, as required by Naranjo v. Spectrum Sec. Servs., Inc., 13 Cal. 5th
14 93, 106-07, 111 (2022), and reiterated in Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056,
15 1068 (2024) ("section 203 and section 226 claims can be brought based on unpaid and unreported
16 missed-break premium pay.")

17 9. Although Plaintiff and others should have been paid in full for their accrued minimum
18 wages and overtime, issued legally compliant wage statements, and paid no later than as required by
19 sections 201, 201.3, 201.5 and/or 201.6 of the Code, Plaintiff was not paid properly and in timely
20 fashion.

21 10. Defendants failed to properly compensate Plaintiff and other Class Members who
22 performed services on the Production and/or other such projects produced in California for other FLLC
23 clients. For example, the FLLC crew for a Commercial Job named "SWR 2022 Launch Q1" worked on
24 or about the payroll week of Sunday, December 5, 2021, to Saturday, December 11, 2021, but were not
25 paid at all until on or after Wednesday, December 22, 2021, days after the wages were due. Plaintiff and
26 other crew were not paid timely or with appropriate wage statements, all due to Defendant FLLC's
27 undercapitalization and/or insufficient funding of the payroll accounting function, as well as the failure
28 of the other joint employers, TSI and Goldenberg, to properly discharge their responsibilities in the

1 circumstances.

2 **Procedural History**

3 11. This case was filed on June 24, 2024, and the First Amended Complaint is the operative
4 complaint, alleging class claims and a representative claim under PAGA. The core of the Action is
5 focused on Plaintiff's allegations that, during the Class Period, he and other Class Members were
6 employed as crew members on motion pictures and/or still photography projects yet not timely paid
7 their wages. Accordingly, Plaintiff alleges under the Code that they were due liquidated damages,
8 penalties and PAGA civil penalties.

9 12. The class consists of 1,182 persons, of whom 311 are Aggrieved Employees entitled to an
10 equal \$56.27 portion of the PAGA fund, consisting of 5% of the \$1,000,000 recovery.³ As detailed in
11 the Memorandum of Law filed herewith, a 5% allocation of the civil penalties is appropriate.

12 **B. Dunk Analysis/Summary of Law and Facts – Maximum Class Recovery Analysis.**

13 13. Since there are a total of six class claims in the FAC, the following is a summary of facts
14 and law analyzing the maximum as well as the realistic recovery on each claim.

15 **Failure to Timely Pay Wages Upon Termination**

16 14. The FAC alleged violations of the Code §§201.3, 201.5, 203 and/or 204 (First Cause of
17 Action). Plaintiff and others were paid late, beyond the extended times for which provision is made by
18 section 201.3, 201.5, and/or 204 §§. These violations give rise to penalties capped at thirty days of
19 wages under Code § 203 and liquidated damages for tardy payment of the minimum wages even when
20 that sum is paid, albeit in tardy fashion. Biggs v. Wilson, 1 F.3d 1537 (9th Cir. 1993).

21 15. Section 203 of the Code (Continuing Wages) provides that, when wages are unpaid by
22 their statutory due date, the daily wages of the employee shall continue as a penalty from the due date
23 thereof at the same rate until paid up to a maximum of 30 days. Defendants have great exposure for
24 certification of the Class and imposition of the related penalties.

25 16. Initially, Plaintiff claims that no worker was ever paid a rest break premium wage and,
26 under Naranjo, none was paid their full, final wages on a timely basis or otherwise. Accordingly,

27 ³ Plaintiffs allege a PAGA claim in the FAC. There are 311 Aggrieved Employees who worked in
28 the PAGA Period, July 12, 2024, to June 26, 2025.

1 Plaintiff claims that each of the 1,182 workers is owed an average of at least \$16,230 (=\$541 [average
2 daily wage] * 30 [days]). Assuming only a single violation per employee, the amount is \$19,183,860 (=
3 \$16,230 * 1,182). Since many workers have two or more stints of temporary employment with
4 Defendants, the potential penalty certainly exceeds \$25,000,000.)).

5 17. Based on Plaintiff's alternate analysis, putting aside the argument that Defendants failed
6 to provide rest breaks and, under Naranjo, owe each worker thirty days of additional penalties, we also
7 made an alternate analysis. Considering Plaintiffs' claim that Defendants were required to pay weekly,
8 we found that traditional, pre-Naranjo analysis shows a lower total penalty. Using a class of some 1,182
9 persons, an overall violation rate of 47%, delay of five days in the tardy payment, and an average day
10 wage of \$541, the penalty would be calculated as \$1,502,735.70 (=1,182 [class members] * .47
11 [violation rate] * 5 [average late days] * \$541 [average day rate, including overtime]).

12 Unpaid and/or Tardy Minimum Wage and Overtime

13 18. The FAC alleges violations of Code §§ 510, 515, and 1198 (Second Count, Overtime)
14 18. and 1194, 1197, and 1197.1 (Third Count, Minimum Wages) on account of Defendants'
15 18. failure to provide payment of all overtime and minimum wages. The overtime and
16 18. minimum wage claims have two basic components. The first relates to the defense
17 18. rounding practices and the industry practice of automatically deducting either exactly
18 thirty or exactly sixty minutes for all meal breaks, as
19 well as rounding the wrap times for workers to the same half hour or hour, whether or not the worker
20 remained on the clock. For example, under California law rounding is not permitted for meal
21 periods. The Wage Orders (both 4 and 12) require employers to maintain "[t]ime records showing when
22 the employee begins and ends each work period. Meal periods . . . shall also be recorded." Wage Order
23 12, ¶ 7 (A) 3. Rather, than ever recording a 29- or 59-minute meal, and paying the worker for another
24 minute or so, the meal period is always almost rounded, often shortchanging a few minutes of earned
25 overtime.

26 19. Of far greater importance than a lost minute or two, using the timekeeping and payroll
27 data produced by Defendants for mediation, Plaintiff has calculated classwide overtime damages based
28 on Defendants' uniform policy of automatically deducting 30-minute meal periods despite employees

1 remaining on duty, deprived of uninterrupted meal breaks. For each shift, Plaintiff calculated the
2 employee's actual hours worked from clock-in to clock-out data without subtracting meal periods, and
3 then compared those hours to the hours actually compensated under Defendants' practices, again, a
4 policy and practice which deducted 30 minutes per meal period, even though crew were required to
5 remain on set and respond to an unending stream of queries and demands, getting prepared for the
6 balance of the day. Plaintiff then recalculated overtime in accordance with California law, including
7 daily overtime for hours worked more than eight per day, double time for hours more than twelve per
8 day, and weekly overtime for hours in excess of forty per week, ensuring no double counting between
9 daily and weekly overtime. The difference between the overtime hours worked and those compensated
10 by Defendants constitutes unpaid overtime. Plaintiff applied the applicable regular rate of pay, derived
11 from Defendants' payroll data, to calculate damages. Based on this methodology and using data for the
12 representative sample of employees reflected in the data, Plaintiff then extrapolated these results to the
13 full class of 1,182 employees, yielding estimated classwide overtime damages of approximately
14 \$1,491,459.

15 20. In addition, the late payment of wages, beyond the regularly scheduled payday, exposes
16 the employer to claims for liquidated damages under the minimum wage statute. Biggs v. Wilson, 1
17 F.3d 1537 (9th Cir. 1993). Again, based on Plaintiff's analysis, assuming that Defendants were required
18 to pay weekly, there was a 47% violation rate. In other words, 47% of workweeks were not paid on
19 time. Assuming a violation rate of 47%, a total of 3,982 workweeks, an average day minimum wage of
20 \$128 (8 [hours] * \$16 [average minimum wage]), and three days of work per week, the liquidated
21 damages are significant: \$718,671.

22 Failure to Provide Meal Periods and Rest Breaks

23 21. The FAC alleges that the crew members were not provided with compliant meal periods
24 and rest breaks. (Fourth and Fifth Counts). An employer who requires the workers to respond to walkie-
25 talkie instructions and cell phone calls, all day, as in the motion picture industry, is subject to payment
26 of premium wages for tardy, truncated or missed meal periods (generally limited to non-union workers)
27 and rest breaks (premium wages may be due to both union and non-union workers). See Augustus v.
28 ABM Security Services, Inc., 2 Cal. 5th 257, 269 (2016). Union contracts in the industry may be

1 construed to permit the Director to call “grace” and delay the commencement of meal breaks. This
2 practice does not impact the rights of non-union workers, and its legality with respect to union workers
3 is questionable, as it does not appear that Fabletics is a signatory to any applicable union contract.
4 Indeed, the common use of “grace” to defer the start times for meals beyond the sixth hour appears to
5 cause routine violations to be suffered by the entire crew.

6 22. Code section 226.7 provides “an employer shall not require an employee to work during
7 a meal or rest or recovery period mandated pursuant to an applicable statute, or applicable regulation,
8 standard, or order of the Industrial Welfare Commission (“IWC”).” An employer must authorize and
9 permit all employees to take 10-minute duty free rest periods for every major fraction of 4 hours
10 worked. Wage Order 12 and Code section 512 require employers to provide employees with 30-minute
11 uninterrupted and duty-free meal period within the first 6 hours of work.

12 23. With respect to meal and rest breaks, the routine practice for crew on commercials
13 produced by the Defendants is for all to be issued radio phones (“walkie-talkies”) so they may be kept in
14 constant communication with one another, even during faux breaks. Crew are also expected to have their
15 personal cell phones on set, and to provide the cell phone numbers to the Producer so that information
16 may be published each day on an industry-standard call sheet. Accordingly, as in Augustus, there are
17 class-wide issues regarding premium wage claims for missed rest periods and meal breaks: “What we
18 conclude is that state law prohibits on-duty and on-call rest periods. During required rest periods,
19 employers must relieve their employees of all duties and relinquish any control over how employees
20 spend their break time. (See Brinker Restaurant Corp. v. Superior Court (2012) 53 Cal.4th 1004, 1038–
21 1039, 139 Cal.Rptr.3d 315, 273 P.3d 513 (*Brinker*).)” Augustus v. ABM Sec. Servs., Inc., 2 Cal. 5th
22 257, 260, 270-71 (2016), as modified on denial of reh'g (Mar. 15, 2017) (“In the context of a 10-minute
23 break that employers must provide during the work period, a broad and intrusive degree of control exists
24 when an employer requires employees to remain on call and respond during breaks.”) Further:

25 This very case provides an apt example. The trial court determined it was undisputed that
26 [the employer's] policy required plaintiffs to keep radios and pagers on, remain vigilant,
27 and respond if the need arose. Given these intersecting realities, on-call rest periods do
28 not satisfy an employer's obligation to relieve employees of all work-related duties and
employer control. In the context of a 10-minute break that employers must provide during
the work period, a broad and intrusive degree of control exists when an employer requires
employees to remain on call and respond during breaks. [Citation.] An employee on call

cannot take a brief walk—five minutes out, five minutes back—if at the farthest extent of the walk he or she is not in a position to respond. Employees similarly cannot use their 10 minutes to take care of other personal matters that require truly uninterrupted time—like pumping breast milk (see [Code] § 1030 [regarding use of break time for expressing milk for an infant]) or completing a phone call to arrange child care. The conclusion that on-call rest periods are impermissible is not only the most logical in light of our construction of Wage Order 4, subdivision 12(A), but is the most consistent with the protective purpose of the Labor Code and wage orders.”

Augustus, *supra*, 2 Cal.5th at 269–271.

24. Here, Class Members were required to keep their walkie-talkies and/or cell phones on their persons, always turned on and audible, including during their rest periods and meal breaks. Accordingly, they were denied their breaks and are entitled to an additional two hours of wages for each day on which a faux rest break and meal period were provided. Defendants kept records of each individual member of the crew to whom a walkie-talkie was issued so that it could ensure the device was returned.

25. The defense exposure is significant: Assuming approximately 3,982 workweeks, * 3 (days worked each week) * \$108 (\$54 [average straight time hourly wage] * 2 [missed rest breaks and meal breaks]), the total would be \$1,290,168. Premium wages for missed, tardy or truncated rest breaks were rarely paid, if at all.⁴

Unfair Business Practices – 17200

26. California Business and Professions Code §17200 et seq. (the “UCL”) provides for injunctive relief and restitution (Sixth Count). A court may provide Plaintiffs with restitution in the form of backpay and interest that was unlawfully withheld from an employee’s wages. Cortez v. Purolator Air Filtration Prods. Co., 23 Cal. 4th 163, 179 (2000). As UCL actions sound in equity, a defendant may assert equitable defenses, even if these defenses are not available for the underlying Code violation. Cortez, 23 Cal. 4th at 179. These defenses may not wholly defeat a UCL claim, but “may be considered by the court when the court exercises its discretion over which, if any, remedies . . . should be awarded.” Cortez, 23 Cal. 4th at 179.

⁴ Cf. Donohue v. AMN Servs., LLC, 11 Cal. 5th 58, 77 (2021) (If time records show missed, short, or delayed meal periods with no indication of proper compensation, then a rebuttable presumption arises. Employers can rebut the presumption by presenting evidence that employees were compensated for noncompliant meal periods or that they had in fact been provided compliant meal periods during which they chose to work.)

27. Under Plaintiff's UCL claim, class members are entitled to recover for Defendants' failure to reimburse expenses. Plaintiff alleges that Defendants did not reimburse workers for their cell phone charges. Netflix, Disney and many others now pay the crew reimbursement for acquisition and maintenance expenses of \$3.00 per day. The total owing for this claim is approximately \$35,838 (=3,982 [estimated workweeks] * 3 [days per week] * \$3 [per day]).

maximum potential recovery and the estimated "realistic" recovery. These are not "guesstimates," but, rather, good faith but broad estimates of the "realistic" recovery which a jury might find, taking in the possibility of court remittitur.

Class Claim	Max. Potential Recovery	Realistic Recovery
1. Continuing Wages, Cal. Lab. Code (the "Code") §§ 201.3, 201.5, 203 and/or 204	> \$25,000,000	+/- \$1,500,000
2. Failure to Pay Overtime, Code §§ 510, 515 and 1198 and IWC Wage Order 4 and/or 12	+/- \$1,491,459	+/- \$0-\$500,000
3. Failure to Pay Minimum Wages, Code §§ 1194, 1197 and 1197.1	+/- \$718,671	+/- \$0-\$500,000
4. Failure to Provide Meal Breaks, Code §§ 226.7 and 512 and IWC Wage Order 4 and/or 12,	+/- \$650,000	+/- \$0-\$250,000
5. Failure to Provide Rest Breaks, Code § 226.7 and IWC Wage Order 4 and/or 12	+/- \$650,000	+/- \$0-\$250,000
6. Unfair Business Practices Business and Professions Code § 17200 <i>et seq.</i>	+/- \$35,838	+/- \$0-\$35,000
TOTAL	+/- \$28,545,968	+/- \$0-\$3,350,000
Settlement	\$1,000,000	\$1,000,000
Settlement as % of Total	3.5%	+/- 29.9%

1 Summary of Investigation

2
3 29. Some twenty-five years ago, Harris & Ruble and the undersigned began an intensive
4 investigation of the television commercial production industry, leading to the filing, on October 2, 2000,
5 of Greenberg v. EP Management Services, LP, Case No. BC250072 (Los Angeles Superior Court) and
6 on March 15, 2004, of Harrington v. Manpay LLC, Case No. BC 312171 (Los Angeles Superior Court),
7 followed on February 23, 2006, with Alderson v. Avalon Payroll Services, Inc., Case No. BC 347925
8 (Los Angeles Superior Court). These cases were brought on behalf of motion picture crew against
9 producers of television commercials, as well as advertising agencies and the major motion picture
10 studios. The Greenberg, Harrington and Alderson litigation involved the production of many thousands
11 of documents and dozens of witness interviews and depositions, ending in settlements mediated by Los
12 Angeles Superior Court Judges West and Chaney. Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw
13 4216854 (Cal. Ct. App. 2007).

14 30. Harris & Ruble have prosecuted many subsequent cases involving the motion picture
15 industry, including cases against television commercial production companies such as Defendants here.
16 Since those early cases were concluded, the time allowed for motion picture production companies to
17 make final payment of wages to workers was increased by amendment to Code section 201.5, coupled
18 with the passage of section 204, permitting payment of final wages as slowly as twice per month.
19 However, in response to the California Supreme Court decision in Smith v. Superior Court (L'Oréal), 39
20 Cal. 4th 77 (2006), another statute was enacted, Code section 201.3, requiring temporary services
21 employees such as Plaintiffs to be paid weekly.

22 31. Before the filing of the Action, I spoke with several crew members who had worked on
23 Defendants' productions and had not been paid timely and had not received all wages due and owing to
24 them. I received a telephone call from Mr. Damiano requesting that Harris & Ruble assist him in
25 securing payment of his wages for work he had done for Defendants. Shortly after receiving the initial
26 communication from Mr. Damiano, my office requested records pursuant to Cal. Lab. Code §§ 226, 432
27 and 1198.5 on his behalf. In September 2025, as part of the Settlement Process, our firm commenced
28 the formal PAGA inquiry by submission of the required information to the LWDA and Defendants. A

1 true and correct copy of the September 4, 2025, PAGA Notice filed on behalf of Mr. Damiano, is
2 attached hereto as Exhibit 5.

3 32. The parties also engaged in substantial informal discovery for mediation. Beginning in
4 June of 2025, as part of our preparation for settlement discussions and mediation, we reviewed time
5 punch records and payroll records for Class Members. Although Defendants did not produce records for
6 all putative Class Members, records were produced for a substantial portion of the class, some thirty-
7 seven percent (37%), records from each of the two payroll companies that provided services during the
8 Class Period. We reviewed payroll records reflecting the timing of thousands of payments to
9 Defendants' employees, including random ID numbers; daily pay rates; work dates; and paycheck dates.

10 *Summary of Settlement Negotiations*

11 33. On June 26, 2025, the Parties participated in a mediation with former Judge Jeffrey K.
12 33. Winikow. Although the case did not settle at mediation, the Parties continued to
13 negotiate in good faith, exchanging additional information and engaging in continued dialogue with
14 Judge Winikow's assistance. Judge Winikow made a mediator's proposal which was accepted by the
15 parties after the mediation. In preparation for the mediation, Plaintiff's counsel conducted an analysis of
16 the class payroll data produced by Defendants. The parties proposed Settlement Agreement follows the
17 Court's model settlement agreement. During the process of negotiating the terms of the settlement,
18 Plaintiff negotiated a cut off end date for the Class Period, June 26, 2025 (the date of the mediation).
19 Before finalizing the Settlement, Plaintiff required that Defendants provide an updated number
20 regarding the Class Members who worked during the Class Period, through June 26, 2025 and
21 Defendants provided this information prior to execution of the Settlement Agreement: there are 1,182
22 putative class members who worked during the Class Period (from June 24, 2020 to June 26, 2025).

23 *Summary of Risks*

24 34. This is a case in which we concluded that potential maximum compensatory damages,
25 liquidated damages, penalties and civil penalties (however unlikely) approaches \$30,000,000. As a
26 practical matter, there is a limit on how much a defendant will pay in penalties rather than undergo the
27 expense of a Chapter 11 proceeding, in which a judgment for liquidated damages, penalties and civil
28 penalties might likely be eliminated. The undersigned has represented both the Commonwealth of

1 Pennsylvania and New York as creditors in bankruptcy cases. In entertainment industry matters, the
2 undersigned has had over a dozen production company defendants seek refuge in bankruptcy courts or
3 other insolvency proceedings. Whatever stigma might have been associated with taking a business into
4 bankruptcy appears to have been substantially reduced if not eliminated.

5 35. Courts regularly evaluate the fairness of a class action settlement focused only on the
6 defendant's exposure for compensatory damages, exclusive of potential liquidated damages, penalties
7 and civil penalties. Rodriguez v. West Publishing Corp., 563 F.3d 948, 955 (9th Cir. 2000) ("It is our
8 impression that courts generally determine fairness of an antitrust class action settlement based on how
9 it compensates the class for past injuries, without giving much, if any, consideration to treble
10 damages."). This approach has been followed in wage and hour cases. See Miller v. CEVA Logistics
11 USA, 2015 WL 729638, at *7 (E.D. Cal, Feb. 19, 2015) (evaluating fairness of wage and hour class
12 action by comparison to potential exposure exclusive of penalties); Richardson v. Interstate Hotels &
13 Resorts, Inc., 2019 WL 803746 at *3 (N.D. Cal. Feb 21, 2019) (the court evaluated the settlement
14 amount exclusive of penalties). In Bedolla v. Allen, 736 Fed. Appx. 614, 617-618 (9th Cir. 2018), the
15 Ninth Circuit approved a settlement for less than 1% of possible damages, liquidated damages, penalties
16 and civil penalties. **Here, eliminating penalties from consideration, the settlement amount exceeds**
17 **\$50% of the realistically estimated recovery.**

18 36. In securities class settlements, recoveries of less than 5% of the injury are common. See
19 In re Heritage Bond Litig., No. 02-ML-1475-DT, 2005 U.S. Dist. LEXIS 13627, at *27-28 (C.D. Cal.
20 Jun. 10, 2005) (median amount recovered in securities class settlements was 2.7% in 2002, 2.8% in
21 2003, 2.3% in 2004, 3% in 2005 and 2.2 in 2006.)

22 37. Prevailing at all in a class action is not the norm. See Magadia v. Wal-Mart Assocs., 999
23 F.3d 668, 671 (reversing judgment on appeal and reducing a verdict of over \$100,000,000, including
24 PAGA civil penalties, to zero); Carrington v. Starbucks, 30 Cal. App. 5th 504, 529 (2018) (the trial court
25 awarding just 10% of the potential civil penalty.) It is respectfully submitted that there are myriad class
26 action cases in which modest settlements are approved. In these cases, it is rare indeed for a complete
27 analysis of all possible recoveries, whether for compensatory damages, liquidated damages, penalties
28 and civil penalties, to be articulated. As one court wrote regarding an Objector, one Mr. Greenwell:

1 Greenwell misunderstands Kullar, apparently interpreting it to require the record in all
2 cases to contain evidence in the form of an explicit statement of the maximum amount
3 the plaintiff class could recover if it prevailed on all its claims—a number which appears
4 nowhere in the record of this case. But Kullar does not, as Greenwell claims, require any
5 such explicit statement of value; it requires a record which allows “an understanding of
6 the amount that is in controversy and the realistic range of outcomes of the litigation.”
(Kullar, supra, 168 Cal.App.4th at p. 120.) That record exists in this case. We entertain no
doubt that the trial court had “an understanding of the amount ... in controversy” (Kullar,
supra, 168 Cal.App.4th at p. 120), despite the absence of a statement of the maximum
value of all claims.

7 Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles, 186 Cal. App. 4th 399, 409 (2010).

8 38. In this case, the parties achieved a settlement after extensive pre-mediation discovery.
9 Defendants called on respected and experienced class action defense counsel, Jackson Lewis P.C. The
10 parties have engaged in substantial investigation and extensive discovery. Utilizing available class data,
11 the parties were able to meet and confer regarding the issues in this case for several months before the
12 full execution of the Settlement Agreement in December of 2025. Based upon my investigation and
13 updated data provided by Defendants, I believe there are approximately 1,182 class members, including
14 Plaintiff (the “Settlement Class Members”).

15 39. Plaintiff and his counsel diligently pursued an investigation of the Settlement Class
16 Members’ claims against Defendants, all applicable defenses, and the applicable law. The investigation
17 included the exchange of information pursuant to informal discovery for mediation, numerous meetings
18 and conferences between Class Counsel and Defendants’ Counsel, and review and analysis of payroll
19 records. Plaintiff’s counsel conducted interviews of potential witnesses and putative class members and
20 exchanged relevant information with defense counsel regarding the putative class members’ work.
21 Plaintiff’s counsel did detailed research of public records on Defendants, Releasees and their principals,
22 including property reports, asset searches, business filings with the California Secretary of State and
23 company profiles. Prior to settlement, Class Counsel analyzed the records and prepared a detailed
24 damages model. This extensive analysis of the payroll records allowed Plaintiff’s counsel the
25 opportunity to ascertain the true scope of potential liability for each claim, the probability of success on
26 the merits of each claim, and the reasonableness of the final settlement proposal, which was ultimately
27 accepted. These potential damages analyses were shared with defense counsel, and they were discussed
28 in multiple meet and confer sessions during negotiation. After negotiating for months, the parties

1 ultimately reached an arms-length settlement, which Plaintiff now submits to this Court for preliminary
2 approval. The settlement negotiations were vigorous, truly arms' length, and involved a contentious—
3 albeit collegial—debate.

4 40. Counsel for the parties have further investigated the applicable law as applied to the facts
5 discovered regarding Plaintiff's claims, the defenses thereto and the damages claimed by Plaintiff.
6 Plaintiff has considered the expense and length of continued proceedings necessary to continue the
7 Action against Defendants through trial and any possible appeals. I have carefully considered the risks
8 and expenses involved in further litigation, the potential recovery to the Class if the case were fully
9 litigated through trial, keeping in mind the probability of any recovery for Class Members being delayed
10 in the event of a successful trial outcome by the taking of an appeal. After a careful analysis of all of the
11 relevant factors, I have formed and now hold the opinion that the terms and conditions embodied in the
12 settlement are fair, reasonable, and equitable; that they represent a good result; and that the risks and
13 delay of further litigation likely outweigh the potential benefits that might be derived from further
14 litigation.

15 41. For purposes of summarizing the risks and evaluating the settlement's reasonableness, the
16 undersigned is mindful that this estimate must be "tempered by factors such as the risk of losing at trial,
17 the expense of litigating the case, and the expected delay in recovery (often measured in years)." In re
18 Toys R Us-Delaware, Inc.-- Fair & Accurate Credit Transactions Act (FACTA) Litig., 295 F.R.D. 438,
19 453 (C.D. Cal. 2014). Based on data provided by Defendants and my analysis of the untimely paid
20 wages, damages, penalties and civil penalties at issue in this case, I have concluded that the settlement is
21 fair and reasonable, and in the best interest of the Class. Based on case law and my experience, in a case
22 of this nature it is appropriate to substantially discount penalties and civil penalties. E.g., Rodriguez v.
23 West Publishing Corp., 563 F. 3d 948, 955 (9th Cir. 2009) (antitrust); In re Cmty. Bank of N. Virginia,
24 622 F.3d 275, 311–12 (3d Cir. 2010), as amended (Oct. 20, 2010) (illegal home equity lending scheme).

25 *Summary of Class Certification Risks*

26 42. The undersigned has participated as an Associate in the jury trial of a case of far greater
27 complexity than that now before this Court, one in which a district court certified nationwide classes of
28 the governmental and private owners of schools, hospitals, office buildings and the like, a matter which

dwarfs the complexity of the case now at issue, this matter only involving a productions of motion pictures, all shot in California. See In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six-week jury trial resulting in settlement).

43. In this case, the Parties achieved a settlement before the filing of a motion for class certification. Plaintiff was aware of the possibility that the defense might convince this Court to limit certification to a single production or to a few productions, or that the Court might deny certification altogether. Significantly, Judge West, for settlement purposes, certified a class including thousands of television commercial productions and music videos, as well as television programs and feature films. Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct. App. 2007) (sustaining class settlement of entertainment-industry employees for section 203 and 226 claims against entertainment-industry television commercial production companies, studios and advertising agencies). Further, Defendants deny any liability or wrongdoing of any kind associated with the substantive claims, and have credible defenses to Plaintiff's claims, including whether their actions were "willful" or "knowing and intentional." The California Supreme Court has recently issued its opinion that Code section 203's "willfulness" requirement and Code section 226's "knowing and intentional" requirements are substantially identical. See Naranjo v. Spectrum Security Services, Inc., 15 Cal. 5th 1056, 1068 (2024). In addition, Defendants particularly assert that the matter should not be resolved as either a Class or Representative action.

Class/PAGA Allocation

44. The allocation between payments to the Class and to the LWDA seems logical in this case. The allocation of \$50,000 to PAGA will be divided between the LWDA who will receive 65% (\$32,500) as described in the current PAGA statute while Aggrieved Employees will receive 35% (\$17,500). Since there are 311 Aggrieved Employees, each will receive \$54.27, whether or not they opt out.

C . Class Certification

Numerosity

45. Here, the Settlement Class covers the period from June 24, 2020, through and including June 26, 2025, and consists of approximately 1,182 individuals. The Defendants used recognized

1 specialty entertainment industry payroll companies to audit the Class timecards and prepare paychecks.
2 This process is fully computerized with numerous checks on the process, and the total number of
3 individuals in the Class will be readily available.

4 *Ascertainability*

5 46. Due to the intense record keeping requirements of the taxing authorities and the desire of
6 all involved for accuracy in the payroll process, all the required information is readily ascertainable.

7 *Community of Interest and Adequacy of Class Representatives*

8 47. As detailed in the Damiano Declaration filed herewith, Plaintiff, a retired member of the

9 47. LAPD, has claims typical of the class and can adequately represent the Class.

10 48. Before executing the Settlement Agreement, I reviewed its terms with Mr. Damiano.
11 He has indicated that he considers the Settlement to represent a fair, reasonable, and adequate resolution
12 of this case. Plaintiff shares the desire to be paid in full, such that he is committed to pursuing the Class
13 claims to seek reimbursement for himself, as well as other similarly situated employees.

14 *Adequacy of Class Counsel*

15 49. The undersigned has been and is licensed as an attorney in California (1989). I am a
16 graduate of the University of Illinois (A.B. 1970; J.D. 1974). After graduating from law school in
17 January 1974, I was hired as a litigation associate at a plaintiffs' antitrust boutique in Chicago, Illinois:
18 Freeman, Freeman & Salzman.⁶ I became a partner in that firm in 1980, and I started my own practice
19 in 1982. I speak before professional organizations on topics of interest to the Bar. I have represented
20 plaintiffs in complex business litigation for over fifty years. E.g., Illinois v. Ill. Brick Co., Inc., 431 U.S.
21 720 (1977); In re My Left Hook, LLC, 129 Fed. Appx. 352 (9th Cir. 2005); Gregory v. SCIE, LLC, 317
22 F.3d 1050 (9th Cir. 2003); In re Blue Coal Corp., 986 F.2d 687 (3d Cir. 1993); In re Blue Coal Corp.,
23 206 B.R. 730 (M.D. Pa. 1997); U.S. v. Gleneagles Inv. Co., Inc., 584 F. Supp. 671, 689 (M.D. Pa.
24 1984), aff'd. in part and vacated in part, and remanded sub. nom., U.S. v. Tabor Ct. Realty Corp. 803

25 _____
26 ⁶ Of my partners in Freeman, Freeman & Salzman, a firm that dissolved in 2007, each continued to
27 practice as a senior partner or of counsel in a leading national law firm. Lee Freeman, Jr. became the
28 Chair of the Antitrust Litigation Practice at Jenner & Block. Jerrold Salzman became of counsel at
Skadden, Arps, Slate, Meagher & Flom. Tyrone Fahner was subsequently the Attorney General for the
State of Illinois and ultimately became a partner at Mayer Brown, having served as its co-Chairman
from 1998 to 2001 and its Chairman from 2001 to 2007.

1 F.2d 1288 (3d Cir. 1986), cert. den. sub. nom., McClellan Realty Co. v. U.S. 483 U.S. 1005 (1987); In re
2 Uranium Antitrust Litig., 503 F. Supp. 33 (N.D. Ill. 1981); In re Grand Jury, 469 F. Supp. 666 (M.D. Pa.
3 1980); In re Anthracite Coal Antitrust Litig., 82 F.R.D. 364 (M.D. Pa. 1979), In re Folding Carton
4 Antitrust Litig., 83 F.R.D. 251 (N.D. Ill. 1978); In re Anthracite Coal Antitrust Litig., 78 F.R.D. 709
5 (M.D. Pa. 1978); In re Masterkey Antitrust Litig., 1977 U.S. Dist. LEXIS 12948 (D. Conn. 1977) (six
6 week jury trial for plaintiffs); A. Cherney Disposal Co. v. Chicago & Suburban Refuse Disposal Corp.,
7 68 F.R.D. 383 (N.D. Ill. 1975); In re Cement-Concrete Block, Chicago Area, Grand Jury Proceedings,
8 381 F. Supp. 1108 (N.D. Ill. 1974); Parmet v. Lapin, 2004 Cal. App. Unpub. LEXIS 5217 (June 1,
9 2004). I have been counsel in class action jury trials on behalf of plaintiffs and, once, assisted during a
10 class action bench trial for a defendant, Allstate Insurance Company. I have represented employees in
11 numerous disputes concerning their receipt of pay in connection with their employment, both before the
12 State of California Division of Labor Standards Enforcement and in state and federal courts in
13 California. E.g., Jacobs v. CSAA Inter Ins. Bureau, 2009 U.S. Dist. LEXIS 37153 (N.D. Cal. May 1,
14 2009); Escobar v. Whiteside Constr. Corp., 2008 U.S. Dist. LEXIS 68439 (N.D. Cal. 2008) (certification
15 of collective action); Tremblay v. Chevron Stations, Inc., 2008 Westlaw 2020514 (N.D. Cal. 2008)
16 (certification of collective action); Perez v. Maid Brigade, Inc., 2007 U.S. Dist. LEXIS 78412 (N.D. Cal.
17 2007) (denial of employer's effort to enforce arbitration clause in employment agreements); Hoffman v.
18 Uncle P Prods., 2008 Cal. App. Unpub. LEXIS 3609 (three-year statute of limitations applies to section
19 203 claims for continuing wages); Bithell v. E.P. Mgmt. Servs., LP, 2007 Westlaw 4216854 (Cal. Ct.
20 App. 2007) (sustaining class settlement of entertainment-industry employees for section 203 and 226
21 claims against entertainment-industry television commercial production companies, studios and
22 advertising agencies); DuPont v. Avalon Hollywood Servs., Inc., 2007 Westlaw 93386 (Cal. App.
23 2007); Gregory v. Superior Court, 2004 Westlaw 2786357 (Cal. Ct. App. 2004) (employee of
24 entertainment-industry "payroll company" not subject to arbitration of dispute under collective-
25 bargaining agreement), and; Zabounian v. Hack Partners, LLC, Los Angeles Superior Court Case No.
26 BC 343449 (bench trial resulting in \$601,000 judgment on behalf of 89 class members in certified Code
27 and FLSA action). The undersigned has also been appointed lead class counsel in many settled class
28 actions. E.g., Kang v. Albertson's, Inc., C.D. Cal. Case No. 2:07-CV-00894-CAS-FFM (\$6,637,500

1 settlement of labor-law claims); Tremblay v. Chevron Stations, Inc., N.D. Cal. Case No. CV 07-6009
2 EDL (\$4,500,000 settlement of labor-law claims); Doty v. Costco Wholesale Corp., C.D. Cal. Case No.
3 CV 05-3241 FMC (JWJx) (\$7,500,000 distributed to class members for FLSA and Code section 203 and
4 226 violations); Agatep v. Exxon Mobil Corp., C.D. Cal. Case No. CV 05-2342 GAF (\$1,500,000
5 settlement on behalf of service-station employees in California); Alfano v. Int'l Coffee & Tea, LLC,
6 C.D. Cal. Case No. CV 04-8996 SVW (CWx) (FLSA and Code section 226, 510, and 1194 case); Jenne
7 v. On Stage Audio Corp., C.D. Cal. Case No. CV 04-2045 CAS (PJWx) (Code section 203 violations);
8 Hansen v. Advanced Tech Security Servs., Inc., Los Angeles Superior Court Case No BC 367175
9 (\$1,050,000 settlement of labor-law claims); Ross v. Human Resources, Inc., Los Angeles Superior
10 Court Case No. BC 351506 (Code section 203 case); Harrington v. Manpay, LLC, Los Angeles Superior
11 Court Case No. BC 312171 (\$1,000,000 distributed to class members in a section 510 and section 1194
12 case); Brackett v. Saatchi & Saatchi, Los Angeles Superior Court Case No. BC 298728 (over \$170,000
13 distributed to class members in an FLSA and section 203 case); Readmond v. Straw Dogs, Inc., Los
14 Angeles Superior Court Case No. BC257394 (over \$100,000 distributed to class members in a section
15 203 case); Greenberg v. EP Mgmt. Servs., LP, Los Angeles Superior Court Case No. BC 237787
16 (\$5,348,000 settlement of claims under sections 203 and 226 of the Code); Angel Paws, Inc. v. Avalon
17 Payroll Servs., Inc., Los Angeles Superior Court Case No. BC 188982 (over \$450,000 distributed to
18 class members in a section 203 case); Saunders v. Metro Image Group, San Diego Superior Court Case
19 No. GIC 809753 (Code section 203 case); Stratford v. Citicorp West FSB, Monterey Superior Court
20 Case No. M 81026 (\$950,000 settlement of labor-law claims); Deckard v. Banco Popular N. Am.,
21 related to Silva v. Banco Popular N. Am., C.D. Cal. Case No. CV 08-6709 JFW (RZx) (\$1,050,000
22 settlement of Code and FLSA claims); Wingate v. The Production Farm, LLC, C.D. Cal. No. CV 07-
23 04294 (2009 settlement of FLSA and Code 203, 212, 226 and 1194 case); Dizon v. Ito, Inc., N.D. Cal.
24 Case No. 3:10-CV-00239-JSW (\$2,451,000 settlement of Code and FLSA claims); Jacobs v. Institute of
25 Reading Dev., Inc., N.D. Cal. Case No. 10-CV-00574-JCS (\$275,000 settlement of Code and FLSA
26 claims); and Peralta v. Macerich Management Company, Marin County Superior Court Case No. CIV
27 1004656 (\$2,200,000 settlement of Code claims). Most of the foregoing cases were undertaken on a
28 contingent-fee basis, and Harris & Ruble has sufficient financial resources to engage in that sort of

1 practice.

2 50. Over the past twenty-five years, I have researched and argued claims such as those at
3 issue in this case, i.e., alleged tardy payment of wages under federal law, “continuing wages” under
4 section 203 of the Code, and damages under section 226 of the Code. E.g. Greenberg v. EP
5 Management Services, LP, Los Angeles Superior Court Case No. BC 237787, filed October 2, 2000;
6 Kang v. Albertson’s, Inc., United States District Court for the Central District of California Case No.
7 2:07-CV-00894-CAS-FFM; Hansen v. Advanced Tech Security Services, Inc., Los Angeles Superior
8 Court, Case No. BC 367175.

9 51. Priya Mohan is an attorney at my firm who worked on the above-captioned matter. She
10 is a *magna cum laude* graduate of the University of Michigan (B.A., 2000), the Luskin School of Public
11 Affairs (M.P.P., 2010), and the USC Gould School of Law (J.D., 2003). She became a member of the
12 California bar in 2003. Ms. Mohan has worked with me in many labor-law disputes at Harris & Ruble
13 and has been appointed class counsel in most of them. E.g. Clarke v. Indelible Media Corp., United
14 States District Court Case No. CV10-6230; Lobato v. Abbott Cardiovascular Systems, Inc., Santa Clara
15 Superior Court Case No. 110CV175637; Matheny v. CA Payroll, Inc., United States District Court Case
16 No. 2:11-CV-02522; Chorley v. Palm Productions, Los Angeles Superior Court Case No. BC465045;
17 Popko v. Van Acker Construction Associates, Inc., United States District Court Case No. CV114034;
18 Rentoria v. Omnicare, Los Angeles Superior Court Case No. BC405988; Pena v. Downey, Los Angeles
19 Superior Court Case No. BC447731; Seielstad v. Aegis Senior Communities, LLC, United States
20 District Court Case No. 09-01797; Covillo v. Specialty’s Café and Bakery, Inc., 11-CV-00594-DMR;
21 Johnson v. Sky Chefs, Inc., 11-CV- 05619-LHK. Ms. Mohan has also worked with me on class-action
22 matters and has been appointed class counsel in connection therewith, e.g. Lobato v. Abbott
23 Cardiovascular Systems, Inc., Santa Clara Superior Court Case No. 110CV175637; Rentoria v.
24 Omnicare, Los Angeles Superior Court Case No. BC405988; Covillo v. Specialty’s Café and Bakery,
25 Inc., United States District Court, N.D. Cal. Case No.11-CV-00594-DMR; Johnson v. Sky Chefs, Inc.,
26 United States District Court, N.D. Cal. Case No. 11-CV- 05619-LHK; Chookey v. Sears Roebuck and
27 Co., United States District Court, C.D. Cal. Case No.12-CV-2491-GW; Schroeder v. Envoy Air, Inc.,
28 United States District Court, C.D. Cal. Case No.16-CV-4911-MWF (KSx); Sherman v. CLP Res., Inc.,

United States District Court, C.D. Cal. Case No. 12-CV-8080-GW; Artiga v. ABM Industry Groups, LLC, C.D. Cal. Case No. 10-CV-06735-GW-RAO; Pena v. Anonymous Content Entertainment, Inc., Los Angeles Superior Court Case No. 22STCV09276.

52. Details regarding the adequacy of the proposed Class Representative, including that he has agreed to act as the class representative and understands his responsibilities, are set forth in his Declaration, filed herewith.

D. Claim Requirement (not applicable)

53. There is no claims requirement.

E. Miscellaneous

54. All terms of the Settlement are inside the scope of the FAC and the PAGA Notice.

55. The English only Notice is sufficient as the workers involved in the proposed Class are all or virtually all fluent in English.

56. There are no affirmative obligations.

57. There is no fee splitting agreement.

58. There is no injunctive relief against a class representative or class member.

59. The Plaintiff has worked with Class Counsel on this case for years, participating in the investigation and discovery and mediation, exchanging numerous communications and reviewing extensive documents.

II. SETTLEMENT AGREEMENT

A. The Basics

60. There are separate definitions for Class Members and Aggrieved Employees. The Class and release periods have a definite end date: June 26, 2025.

B. Release of Claims

61. The scope of the releases for Class Members and Plaintiff is typical of cases of this nature, tied to the articulated facts. The Settlement provides that the payments to Class members will precede any payments of attorneys' fees and costs. There are no confidentiality provisions which will impede Class Counsel's ability to discharge their fiduciary duties. The release is not effective until remittance of the Gross Settlement Amount to the Settlement Administrator.

1
2 **C. Monetary Terms**

3 62. The Gross Settlement Amount is \$1,000,000. Defendants shall fund the Settlement
4 within 30 days of the Effective Date, after the Judgment entered by the Court becomes final. See Ex. 1 at
5 ¶ 4.3. The proposed deductions from the Settlement are \$333,333.33 for attorney's fees; up to \$23,000
6 for costs incurred by Class Counsel; up to \$10,000 for the Class Representative Incentive Award; up to
7 \$16,500 for the Settlement Administrator; and \$50,000 allocated to PAGA.

8 63. Attorneys' fees will be sought based on the percentage methods, with a lodestar cross-
9 check. The requested attorney fee percentage is typical of that charged by Class Counsel for other
10 employment cases. The Court should also consider that the efforts of Class Counsel have resulted in
11 substantial benefits to the Settlement Class Members in the form of a significant settlement fund
12 established to compensate Settlement Class Members for the alleged wage-and-hour violations. Without
13 the efforts of Class Counsel, the claims alleged in the Complaint would likely have gone without
14 remedy. Additionally, Class Counsel has invested significant time and resources in this case, with
15 payment deferred to the end of the litigation and entirely contingent on the outcome. On behalf of my
16 firm, I have negotiated numerous contingency fee agreements with plaintiffs, both as individuals and as
17 representatives in class action and PAGA suits. Many of those agreements provided that counsel will
18 receive a fee that is between 33.33% and 40% of any recovery that is obtained, and, in addition, that
19 counsel be reimbursed for the costs they incurred out of the recovery amount. There are always risks
20 attendant to billing cases on a contingency basis. It is not a foregone conclusion that every case taken on
21 a contingency fee basis will result in a recovery or that the attorneys' fees recovered will compensate my
22 firm for all time expended in an action. Moreover, even when successful, a class action contingency law
23 firm may only receive a small percentage of the amount of attorneys' fees incurred during the
24 prosecution of a case. Where plaintiffs' counsel does succeed, therefore, it is appropriate to compensate
25 the firm for the risks the firm regularly undertakes. There is also always the possibility that the plaintiff
26 will not prevail, and Class Counsel will not receive any compensation for its services. Harris & Ruble
27 has not been paid any money for attorneys' fees in this case. My firm has also advanced the costs
28 associated with the case, currently estimated to be approaching \$20,000.

64. The requested \$10,000 class representative enhancement fee to Plaintiff is reasonable given: (1) the substantial time and effort Plaintiff has expended on behalf of the Settlement Class; (2) the risks Plaintiff faces as a result of bringing this action; (3) the fact that Plaintiff put the interests of the class ahead of his own; and (4) the substantial benefit conferred upon the Settlement Class as result of Plaintiff's Action. Plaintiff is giving a full release of all potential claims against Defendants, including a Cal. Civ. Code § 1542 waiver. Plaintiff has taken an active part in this litigation, conferring with counsel and assisting in gathering information for the prosecution of the lawsuit. Plaintiff has spent considerable time providing factual background and consulting with Counsel in connection with preparation of the pleadings and for settlement purposes.

65. Payments are deemed 10% wages, 10% reimbursement of expenses, 60% as penalties and 20% as interest. Defendants' share of the taxes on wages will be paid from the Settlement.

66. Individual class payments will be made as follows: (a) by dividing the Net Settlement amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each participating Class Member's Workweeks. Ex. 1 at ¶ 3.2.4.

D. Notice Administration

67. The parties sought bids from reputable third-party claims administrators to serve as the Settlement Administrator to provide Notice and to administer the claims. Requests for bids were sent to four reputable Settlement Administrators, and the Parties now propose Phoenix Settlement Administrators ("Phoenix"), an established and reputable claims administration provider, to be approved as the Settlement Administrator in this case.⁷ Phoenix was the lowest bidder out of the bids sought. The concurrently filed Declaration of Jodey Lawrence on behalf of Phoenix, includes a copy of the settlement proposal as well as relevant information regarding the company's competency, operative procedures for protecting the security of Class Data and amounts of insurance coverage for any data breach, among other things.

68. The defense will provide the Class List to the Settlement Administrator within fifteen days of an Order of preliminary approval. Ex. 1 at ¶ 4.2. The list will be updated prior to the initial

⁷ See <https://www.phoenixclassaction.com/about-us/> (last accessed March 19, 2026).

1 mailing by using the National Change of Address Registry. Class Notice will be mailed by the
2 Settlement Administrator within fourteen days after its receipt of the Class List. The Class Notice will
3 comply with rule 3.766(d) of the California Rules of Court. Prior to finalizing the Notice, the Parties
4 will make certain that the Notice accurately reflects the Court's current social distancing procedures.
5 Payments will be processed by the Settlement Administrator appointed by the Court, promptly after the
6 Effective date. After any re-mailing to Class Members, they will have an additional fourteen days to
7 submit a request for Exclusion or an objection. Notice of any change of dates will be made via posting
8 on the Claims Administrator's website.

9 **E. Responses to Notice**

10 69. Class Members may object to the settlement, request exclusion and dispute estimated
11 payments. All Class Members will be mailed a Notice Packet containing the form attached as Exhibit A
12 to the Settlement Agreement (Exhibit 1 hereto) as approved by the Court. Class Members will have an
13 opportunity to dispute the information provided in their Notice Packets. As each Participating Class
14 Member will receive the same amount from the settlement, challenges to work week or pay period
15 calculations are not applicable.

16 70. Request for Exclusion Procedures. Any Class Member wishing to be excluded from the
17 Settlement Agreement must sign and postmark a written Request for Exclusion to the Claims
18 Administrator within the Response Deadline. The Request for Exclusion is a letter that reasonably
19 communicates the Class Member's election to be excluded from the Settlement and includes the Class
20 Member's name, address, and email address or telephone number. Ex. 1 at ¶ 7.5.1.

21 71. To object to the Settlement Agreement, a Class Member should postmark a valid Notice
22 of Objection to the Settlement Administrator before the Response Deadline. Regardless of whether they
23 submit a written objection to the Settlement Administrator, Class Members will have the right to appear
24 at the Final Approval Hearing to have their objections heard by the Court. Ex. 1 at ¶ 7.7.2.

25 **F. Cy Pres Distribution**

26 72. There is no cy pres distribution. For any Class Member whose Individual Class Payment
27 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
28 Administrator shall transmit the funds represented by such checks to the California Controller's

Unclaimed Property Fund in the name of the Class Member, thereby leaving no “unpaid residue” subject to the requirements of Cal. Code Civ. Proc. § 384(b). This procedure is detailed at Ex. 1 at ¶ 4.4.3.

G. Miscellaneous

73. The undersigned has reviewed the Settlement Agreement and Notice to ensure consistency. The Settlement Agreement has been signed by all Parties and approved as to form by counsel.

III. EXHIBITS TO THE MOTION

Proof of Submission to LWDA

74. The proposed settlement in this case has been uploaded to the website for the California Labor Workforce Development Agency (“LWDA”) pursuant to Code § 2699(l). A true and correct copy of the emailed acknowledgement of receipt from the LWDA is **Exhibit 3** hereto.

Proposed Judgment

75. This Court’s preliminary approval checklist requires that a proposed Judgment be filed as an Exhibit. A draft proposed Judgment, subject to modification after preliminary approval, is attached hereto as **Exhibit 4**.

Exhibits

76. The Exhibits have been bookmarked.

I have read the foregoing, and the facts set forth therein are true and correct of my own personal knowledge. Executed March 27, 2026, in the County of Los Angeles, State of California.


Alan Harris

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INDEX TO EXHIBITS

Exhibit No.	Description
Exhibit 1	Settlement Agreement
Exhibit 2	Redline comparison of standard form version with Settlement Agreement
Exhibit 3	Proof of Submission to LWDA
Exhibit 4	[Proposed] Judgment
Exhibit 5	September 4, 2025, PAGA Notice

Exhibit 1

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Eugene Damiano (“Plaintiff”) and defendants Fabletics, LLC, TechStyle, Inc. and Adam Goldenberg (collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned Eugene Damiano v. Fabletics, LLC, et al. initiated on June 24, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employees” means all California based, hourly paid freelance crew production members who performed work in California for Defendants between the period of July 12, 2024 through June 26, 2025.
- 1.5 “Class” means all California based, hourly paid freelance crew production members who performed work in California for Defendants during the period between the period of June 24, 2020 through June 26, 2025.
- 1.6 “Class Counsel” means Alan Harris and Priya Mohan of Harris & Ruble.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and

search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from June 24, 2020 to June 26, 2025.
- 1.13 “Class Representative” means Eugene Damiano, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “Defendants” means named Defendants Fabletics, LLC, TechStyle, Inc., and Adam Goldenberg.
- 1.17 “Defense Counsel” means Dale J. Conor and Daniel Tran of Jackson Lewis P.C..
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$1,000,000 which is the total amount Defendants agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class

Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. Subject to the employer's share of payroll taxes and paragraph 8.1 below, the Gross Settlement Amount is the maxim total amount Defendants shall be required to pay for all claims of the Plaintiff and Class Members that are alleged, or that could have been brought, in the Action.

- 1.23 "Individual Class Payment" means the Participating Class Member's pro rata share of the Net Settlement Amount calculated according to the number of Sunday to Saturday Workweeks worked during the Class Period. If an individual worked on a Saturday and a Sunday, they would be entitled to credit for two weeks. If an individual worked on a Sunday and a Monday, they would be entitled to a credit for one week.
- 1.24 "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 35% of the PAGA Penalties calculated according to the number of Sunday to Saturday Workweeks worked during the PAGA Period.
- 1.25 "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.26 "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).
- 1.27 "LWDA PAGA Payment" means the 65% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).
- 1.28 "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29 "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31 "PAGA Period" means the period from July 12, 2024 to June 26, 2025.
- 1.32 "PAGA" means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).
- 1.33 "PAGA Notice" means Plaintiff's letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a).
- 1.34 "PAGA Penalties" means the total amount of PAGA civil penalties to be paid

from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and the 65% to LWDA in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Eugene Damiano, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means Defendants and each of their current and former parents, predecessors or successors, holding companies, owners, shareholders, members, partners, officers, directors, managers, insurers, and assigns.
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means 60 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any Sunday to Saturday week during which a Class Member worked for Defendants for at least one day, during the Class Period.

2. RECITALS.

- 2.1 On June 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants for: 1) Cal. Lab. Code (“Code”) §§ 201, 201.3, 201.5, 201.6, 202, 203 and/or 204, Continuing Wages; 2) Code §§510, 515 and 1198, Wage Order 4 and/or 12, Failure to Pay Overtime; 3) Code §§ 1194, 1197 and 1197.1, Wage Order 4 and/or 12, Failure to Pay Minimum Wages; 4) Code § 226.7 and

512(a), Wage Order 4 and/or 12, Failure to Provide Meal Breaks; 5) Code § 226.7, Wage Order 4 and/or 12, Failure to Provide Rest Breaks; 6) Cal. Bus. & Prof. Code § 17200, Unfair Competition; 7) Code § 226(b), Failure to Provide Employment Records; and 8) Code § 1198.5, Failure to Provide Employment Records. Defendants deny the allegations in the Complaint, deny any failure to comply with the laws identified in in the Complaint and deny any and all liability for the causes of action alleged.

- 2.2 For purposes of effectuating the Settlement, before filing the motion for preliminary approval of the class action settlement, the Parties shall jointly draft and Plaintiff shall submit to Defendants and the Labor and Workforce Development Agency a PAGA notice (the “PAGA Notice”) that (1) defines the Aggrieved Employees consistent with the definition of Aggrieved Employees listed in this Agreement; and (2) shall include sufficient factual and legal allegations necessary to effectuate the legal release by Aggrieved Employees discussed in this Agreement. To facilitate the submission of the PAGA Notice, Plaintiff shall provide Defendants with the draft PAGA Notice for Defendants’ review and revision.
- 2.3 For purposes of effectuating the Settlement, before filing the motion for preliminary approval of the class action settlement, the Parties have agreed to stipulate to the filing of a First Amended Complaint in the Action. Plaintiff agrees that the Parties shall jointly draft and file a First Amended Complaint that (1) incorporates the Class and PAGA Aggrieved Employee definitions in this Agreement; (2) adds a cause of action for civil penalties pursuant to the California Private Attorney’s General Act (“PAGA”); and (3) alleges sufficient factual allegations, legal allegations, and causes of action necessary to effectuate the legal release of class and PAGA claims in sections 5.2 and 5.3 of this Agreement.
- 2.4 The First Amended Complaint will be the operative complaint in the Action (the “Operative Complaint”). To facilitate this process, Plaintiff shall provide Defendants with a draft First Amended Complaint for Defendants’ review and revision. Defendants shall work with Plaintiff in good faith to file a joint stipulation(s) to amend the Complaint as necessary. In the event that the Settlement is not effectuated, Defendants maintain all defenses, including but not limited to, any statutes of limitations.
- 2.5 On June 26, 2025, the Parties participated in an all-day mediation presided over by Hon. Jeffrey K. Winikow (Ret.) which led to this Agreement to settle the Action.
- 2.6 Prior to mediation, Plaintiff obtained, through informal discovery, various time records, payroll data, and policies relating to the Class. Plaintiff’s investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).
- 2.7 The Court has not granted class certification.
- 2.8 The Parties, Class 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.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendants promise to pay \$1,000,000 and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.
- 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 Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$333,333, and a Class Counsel Litigation Expenses Payment of not more than \$23,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment

and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$16,500 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 \$16,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Ten percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Ninety percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest (20%), penalties (60%) and reimbursement of expenses (10%) (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$50,000 to be paid from the Gross Settlement Amount, with 65% (\$32,500) allocated to the LWDA PAGA Payment and 35% (\$17,500) allocated to the Individual PAGA Payments.

3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 35% share of PAGA Penalties (\$17,500) 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.

3.2.5.2 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 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendants estimate there are 1,182 Class Members who collectively worked a total of 6,065 Workweeks, and 311 Aggrieved Employees who worked a total of 1,278 PAGA Pay Periods.
- 4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

- 4.3 Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 30 days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.
- 4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
- 4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

4.4.4 Class Members and Aggrieved Employees will provide a release of claims as discussed in Section 5 regardless of whether they cash their Individual Class Payment check or Individual PAGA Payment check and/or fail to timely cash their distributed checks before the cash void date.

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

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release: Plaintiff and his spouse, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, 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 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice ("Plaintiff's Release."). Plaintiff's 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 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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 Participating Class Members: All Participating Class Members release Released Parties from (i) all claims that have been, or reasonably could have been alleged against Defendants or any of the other Released Parties and that arise from the claims, facts, matters transactions or occurrences alleged in the Operative Complaint, including, but not limited to, claims for failure to: pay all wages earned for all hours worked at the correct rate including

minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time; provide or report paid sick leave; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; and maintain proper timekeeping, payroll, and other records, and including but not limited to alleged violations of California Labor Code sections 200-204, including alleged violations of Labor Code 201, 201.3, 201.5, 201.6, 202, 203, 204, 210, 221, 223, 226, 226.7, 233, 246, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 515, 558, 558.1, 2802, 2810.3 and 2810.5 and Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 in Wage Order 4, 7 and/or 12 (collectively, the “**Class Released Claims**”). Except as set forth in Section 5.3 and 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

5.3 PAGA Release by Aggrieved Employees: All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including all relevant statutes referenced in the Operative Complaint and the PAGA Notice. Aggrieved Employees will release PAGA claims even if they request exclusion from the class. Aggrieved Employees are only releasing claims for civil penalties as alleged in the Operative Complaint and the PAGA Notice, Aggrieved Employees are not releasing any of the underlying wage and hour claims themselves. The release by Aggrieved Employees will include to the fullest extent possible by law a release of PAGA penalties for alleged violations of the claims and statutes listed in section 5.2.

5.4 The Parties agree that the release of claims by Participating Class Members who were paid by third party payroll service companies includes a release of potential claims against the third party payroll service companies that accrued as a result of alleged joint employment by the third party payroll service companies and Defendants.

5.5 Class Members and Aggrieved Employees will provide a release of claims as outlined in Section 5 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments and regardless of whether they cash their Individual Class Payment checks or Individual PAGA Payment checks.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 First Amended Complaint: Before filing the motion for preliminary approval of the class action settlement, Plaintiff agrees that the Parties shall jointly draft and file an amended, operative complaint that: (1) incorporates the Class and PAGA Aggrieved Employee definitions in this Agreement; (2) adds a cause of action for civil penalties pursuant to PAGA; and (3) alleges sufficient factual allegations, legal allegations, and causes of action necessary to effectuate the legal release of class and PAGA claims listed in sections 5.2, and 5.3 To facilitate this process, Plaintiff shall provide Defendants with a draft First Amended Complaint for Defendants' review and revision.
- 6.2 Defendants' Declaration in Support of Preliminary Approval. Within 15 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel a signed Declaration from Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In the Declaration, Defense Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Before filing the motion for preliminary approval of the class action settlement, the Parties shall jointly draft and Plaintiff shall submit to Defendants and the Labor and Workforce Development Agency a PAGA notice (the PAGA Notice) that: (1) defines the Aggrieved Employees consistent with the definition of Aggrieved Employees listed in this MOU; and (2) shall include sufficient factual and legal allegations necessary to effectuate the legal release by Aggrieved Employees discussed in this MOU. To facilitate the submission of the PAGA Notice, Plaintiff shall provide Defendants with the draft PAGA notice for Defendants' review and revision.
- 6.4 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (l)(1)), this Agreement (Lab. Code, § 2699, subd. (l)(2)); (vii) a redlined version of the parties' Agreement showing all modifications

made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.5 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.6 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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 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 Notice to Class Members.
 - 7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever ever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.

7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

(“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE. Based on their records, Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,182 Class Members and 6065 Total Workweeks during the Class period and (2) there were

311 Aggrieved Employees who worked 1,278 Pay Periods during the PAGA Period. Should the qualifying number of Class members who worked during the Class Period ultimately increase by more than 15%, the Gross Settlement Amount on a proportional basis equal to the percentage increase in number of Class Members above 15% (i.e., if there is a 16% increase in the number of Class members who worked in the Class Period, Defendants would agree to increase the Gross Settlement Amount by 1%).

- 9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that the Parties will have no further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of their election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
- 10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subdivision (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
 - 10.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
 - 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
 - 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are

permitted by law.

10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

12. **ADDITIONAL PROVISIONS.**

12.1 No Admission of Liability, Class Certification 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 Defendants that any of the allegations in the Operative Complaint have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' 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).

- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 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.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

- 12.6 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.

- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16 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.

12.17 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
harrisa@harrisandruble.com
pmohan@harrisandruble.com
Telephone: (323) 962-3777
Facsimile: (323) 962-3004

To Defendants:

Daniel Tran (SBN 352484)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

Daniel.Tran@jacksonlewis.com
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Dale J. Conor (SBN 274123)
JACKSON LEWIS P.C.
50 California Street
9th Floor
San Francisco, CA 94111
Dale.Conor@jacksonlewis.com
Telephone: (415) 394-9400

12.18 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

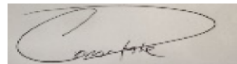
admissible in evidence to prove the existence and contents of this Agreement.

12.19 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.


 Eugene Damiano For Plaintiff
 12/18/2025
 (date)


 Counsel for Plaintiff
 12/22/2025
 (date)


 Matt Fojut For Defendants
 01/13/2026
 (date)


 Counsel for Defendants
 1.14.26
 (date)

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

(Damiano v. Fabletics, LLC, Los Angeles Superior Court Case No. 25STCV15783)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against defendants Fabletics, LLC, TechStyle, Inc., and Adam Goldenberg (collectively “Defendants”) for alleged wage and hour violations. The Action was filed by a former alleged employee of Defendants, Eugene Damiano (“Plaintiff”) and seeks payment of (1) back wages, damages and penalties for a class of California based, hourly paid freelance crew production members who performed work in California for Defendants during the Class Period, June 24, 2020 through June 26, 2025 (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all California based, hourly paid freelance crew production members who performed work in California for Defendants during the PAGA Period, July 12, 2024 to June 26, 2025) (“Aggrieved Employees”).

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

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendants’ records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

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

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former alleged employee of Defendants. The Action accuses Defendants of violating California labor laws by failing to pay overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide meal periods, rest breaks and employment records upon request. Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Alan Harris and Priya Mohan of Harris & Ruble ("Class Counsel.")

Defendants strongly deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendants hired an experienced, neutral mediator, who is a retired judge, to mediate in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

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

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

1. Defendants Will Pay \$1,000,000 as the Gross Settlement Amount (Gross Settlement). Defendants have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$333,333 (1/3 of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$23,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$16,500 to the Administrator for services administering the Settlement.
 - D. Up to \$50,000 for PAGA Penalties, allocated 65% to the LWDA PAGA Payment and 35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendants are asking the Court to approve an allocation of 10 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 90 % to settlement of claims for interest (20%), penalties (60%) and reimbursement of expenses (10%) (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion.) The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

If the monies represented by your check are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible

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

8. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final and Defendants have fully funded the Gross Settlement and separately paid all employer payroll taxes), Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members release Released Parties from (i) all claims that have been, or reasonably could have been alleged against Defendants or any of the other Released Parties and that arise from the claims, facts, matters transactions or occurrences alleged in the Operative Complaint, including, but not limited to, claims for failure to: pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time; provide or report paid sick leave; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; and maintain proper timekeeping, payroll, and other records, and including but not limited to alleged violations of California Labor Code sections 200-204, including alleged violations of Labor Code 201, 201.3, 201.5, 201.6, 202, 203, 204, 210, 221, 223, 226, 226.7, 233, 246, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 515, 558, 558.1, 2802, 2810.3 and 2810.5 and Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 in Wage Order 4, 7 and/or 12 (collectively, the “**Class Released Claims**”). Except as set forth in Section 5.3 and 5.4 of the class action settlement agreement between Plaintiff and Defendants, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability,

social security, workers' compensation or claims based on facts occurring outside the Class Period.

10. Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting certain PAGA claims against Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Aggrieved Employees are deemed to release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including all relevant statutes referenced in the Operative Complaint and the PAGA Notice. Aggrieved Employees will release PAGA claims even if they request exclusion from the class. Aggrieved Employees are only releasing claims for civil penalties as alleged in the Operative Complaint and the PAGA Notice, Aggrieved Employees are not releasing any of the underlying wage and hour claims themselves. The release by Aggrieved Employees will include to the fullest extent possible by law a release of PAGA penalties for alleged violations of the claims and statutes listed in the Participating Class Member Release.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$17,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants' records, are stated in the first page of this Notice. You have until _____ to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as Damiano v. Fabletics, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendants are asking the Court to approve. At least 16 court days before the _____ Final Approval Hearing, Class Counsel will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact

information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object and any facts that support your objection. Make sure you identify the Action, Damiano v. Fabletics, LLC, and include your name, current address, telephone number and approximate dates of employment for Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ (time) in Department 10 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to (specify entity) _____ website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information> and entering the Case Number for the Action, Case No. 24STCV15783. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

**DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION
ABOUT THE SETTLEMENT.**

Class Counsel:

Alan Harris

Priya Mohan

HARRIS & RUBLE

655 North Central Avenue, 17th Floor

Glendale, CA 91203

harrisa@harrisandruble.com

pmohan@harrisandruble.com

Telephone: (323) 962-3777

Facsimile: (323) 962-3004

Settlement Administrator:

Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

Exhibit 2

~~MODEL~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE¹

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Eugene Damiano (“Plaintiff”) and defendant XYZ Defendants Fabletics, LLC, TechStyle, Inc. and Adam Goldenberg (collectively, “Defendants”). The Agreement refers to Plaintiff and XYZ Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ Defendants captioned Eugene Damiano v. Fabletics, LLC, et al., initiated on June 24, 2024, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means Phoenix Settlement Administrators (“Phoenix”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved ~~Employee~~Employees” means ~~[e.g., a person employed by XYZ in all California and classified as a]~~based, hourly paid freelance crew production members who worked-performed work in California for XYZ during Defendants between the PAGA Period]-period of July 12, 2024 through June 26, 2025.
- 1.5 “Class” means ~~[define class, e.g., all persons employed by XYZ in California and classified as]~~based, hourly paid freelance crew production members who worked-performed work in California for XYZ Defendants during the Class Period]-period between the period of June 24, 2020 through June 26, 2025.
- 1.6 “Class Counsel” means Alan Harris and Priya Mohan of Harris & Ruble.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in XYZ’s Defendants’ possession including the Class Member’s name, last-known mailing address,

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Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).

~~1.10~~ —“Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

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1.10 Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12 “Class Period” means the period from _____ to _____, ~~June 24, 2020 to June 26, 2025.~~

1.13 “Class Representative” means Eugene Damiano, the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15 “Court” means the Superior Court of California, County of Los Angeles.

1.16 “~~XYZ~~Defendants” means named Defendant ~~_____ Defendants Fabletics, LLC, TechStyle, Inc., and Adam Goldenberg.~~

1.17 “Defense Counsel” means _____ ~~Conor J. Dale and Daniel Tran of Jackson Lewis P.C..~~

1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.

1.22 “Gross Settlement Amount” means \$~~_____~~ 1,000,000 which is the total amount ~~XYZ~~Defendants agrees to pay under the Settlement except as provided in

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Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses. Subject to the employer's share of payroll taxes and paragraph 8.1 below, the Gross Settlement Amount is the maxim total amount Defendants shall be required to pay for all claims of the Plaintiff and Class Members that are alleged, or that could have been brought, in the Action.

1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Sunday to Saturday Workweeks worked during the Class Period. If an individual worked on a Saturday and a Sunday, they would be entitled to credit for two weeks. If an individual worked on a Sunday and a Monday, they would be entitled to a credit for one week.

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1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 2535% of the PAGA Penalties calculated according to the number of Sunday to Saturday Workweeks worked during the PAGA Period.

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1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.

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1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivision (i).

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1.27 “LWDA PAGA Payment” means the 7565% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivision (i).

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1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

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1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.30 “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZDefendants for at least one day during the PAGA Period.

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1.31 “PAGA Period” means the period from July 12, 2024 to June 26, 2025.

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1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, § 2698 et seq.).

1.33 “PAGA Notice” means Plaintiff’s letter to XYZDefendants and the LWDA and Plaintiff’s letter to XYZ and the LWDA, providing notice pursuant to Labor Code section 2699.3, subdivision (a).

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~~1.34~~ “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 2535% to the Aggrieved Employees

1.34 ~~(=)~~ and the ~~75~~65% to LWDA ~~(=)~~ in settlement of PAGA claims.

1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

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- 1.36 “Plaintiff” means Eugene Damiano, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.41 “Released Parties” means ~~XYZ~~Defendants and each of ~~its~~their current and former ~~and present directors, officers, parents, predecessors or successors, holding companies, owners, shareholders, owners, [members], attorneys, partners, officers, directors, managers, insurers, predecessors, successors, and assigns [subsidiaries] [affiliates].~~
- 1.42 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.43 “Response Deadline” means ~~[e.g., 60]~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.44 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- 1.45 “Workweek” means any Sunday to Saturday week during which a Class Member worked for ~~XYZ~~Defendants for at least one day, during the Class Period:^{iv} .

2. RECITALS.

- 2.1 On June 24, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ~~XYZ~~Defendants for . ~~{The Complaint is the operative complaint in the Action (the “Operative Complaint.”)}~~ ~~{On ., Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for . The [e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).}~~ ~~XYZ denies: 1) Cal. Lab. Code (“Code”) §§ 201, 201.3, 201.5, 201.6,~~

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202, 203 and/or 204, Continuing Wages; 2) Code §§510, 515 and 1198, Wage Order 4 and/or 12, Failure to Pay Overtime; 3) Code §§ 1194, 1197 and 1197.1, Wage Order 4 and/or 12, Failure to Pay Minimum Wages; 4) Code § 226.7 and 512(a), Wage Order 4 and/or 12, Failure to Provide Meal Breaks; 5) Code § 226.7, Wage Order 4 and/or 12, Failure to Provide Rest Breaks; 6) Cal. Bus. & Prof. Code § 17200, Unfair Competition; 7) Code § 226(b), Failure to Provide Employment Records; and 8) Code § 1198.5, Failure to Provide Employment Records. Defendants deny the allegations in the Operative Complaint, deniesdeny any failure to comply with the laws identified in in the Operative Complaint and deniesdeny any and all liability for the causes of action alleged._

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~~2.2 Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to XYZ and the LWDA by sending the PAGA Notice.~~

2.2 For purposes of effectuating the Settlement, before filing the motion for preliminary approval of the class action settlement, the Parties shall jointly draft and Plaintiff shall submit to Defendants and the Labor and Workforce Development Agency a PAGA notice (the "PAGA Notice") that (1) defines the Aggrieved Employees consistent with the definition of Aggrieved Employees listed in this Agreement; and (2) shall include sufficient factual and legal allegations necessary to effectuate the legal release by Aggrieved Employees discussed in this Agreement. To facilitate the submission of the PAGA Notice, Plaintiff shall provide Defendants with the draft PAGA Notice for Defendants' review and revision.

2.3 For purposes of effectuating the Settlement, before filing the motion for preliminary approval of the class action settlement, the Parties have agreed to stipulate to the filing of a First Amended Complaint in the Action. Plaintiff agrees that the Parties shall jointly draft and file a First Amended Complaint that (1) incorporates the Class and PAGA Aggrieved Employee definitions in this Agreement; (2) adds a cause of action for civil penalties pursuant to the California Private Attorney's General Act ("PAGA"); and (3) alleges sufficient factual allegations, legal allegations, and causes of action necessary to effectuate the legal release of class and PAGA claims in sections 5.2 and 5.3 of this Agreement.

2.4 The First Amended Complaint will be the operative complaint in the Action (the "Operative Complaint"). To facilitate this process, Plaintiff shall provide Defendants with a draft First Amended Complaint for Defendants' review and revision. Defendants shall work with Plaintiff in good faith to file a joint stipulation(s) to amend the Complaint as necessary. In the event that the Settlement is not effectuated, Defendants maintain all defenses, including but not limited to, any statutes of limitations.

2.32.5 On June 26, 2025, the Parties participated in an all-day mediation presided over by Hon. Jeffrey K. Winikow (Ret.) which led to this Agreement to settle the Action (describe alternative means of negotiation).

2.4 Prior to mediation, Plaintiff obtained, through

2.6 formal, informal discovery, documents, testimony and information obtained) various time records, payroll data, and policies relating to the Class. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in Dunk v. Foot Locker Retail, Inc. (1996) 48 Cal.App.4th 1794, 1801 and Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 129-130 ("Dunk/Kullar").

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2.52.7 The Court ~~has~~ has not granted class certification.
(insert details as needed)

2.62.8 The Parties, Class 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.

3. MONETARY TERMS.

3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, ~~XYZ promises~~ Defendants promise to pay \$~~1,000,000~~ and no more as the Gross Settlement Amount ~~and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.~~ XYZ has. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) 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 Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZ Defendants.

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 Plaintiff. Class Representative Service Payment to the Class Representative of not more than \$~~10,000~~ (in addition to any Individual Class Payment ~~and any Individual PAGA Payment~~ the Class Representative is entitled to receive as a Participating Class Member). XYZ Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no

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3.2.1 later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 1/3 of the Gross Settlement Amount, which is currently estimated to be \$333,333, and a Class Counsel Litigation Expenses Payment of not more than \$XYZ23,000. Defendants will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZDefendants harmless, and indemnifies XYZDefendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$16,500, 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 \$16,500, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. 10 percent (10%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. ~~The~~ 90 percent (90%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for ~~e.g., interest and (20%), penalties, (60%) and reimbursement of expenses (10%)~~ (the "Non-Wage Portion").^{vi} The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on

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their Individual Class Payment.

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

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ 50,000 to be paid from the Gross Settlement Amount, with 75% (\$ 37,500) allocated to the LWDA PAGA Payment and 25% (\$ 12,500) allocated to the Individual PAGA Payments.

3.2.4.13.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 2535% share of PAGA Penalties (\$ 17,500) 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.

3.2.4.23.2.5.2 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 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, XYZ estimates Defendants estimate there are 1,182 Class Members who collectively worked a total of 6,065 Workweeks, and 311 Aggrieved Employees who worked a total of 1,278 PAGA Pay Periods.

4.2 Class Data. Not later than [e.g., 15] days after the Court grants Preliminary Approval of the Settlement, XYZ Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. XYZ has Defendants have a continuing duty to immediately notify Class Counsel if it discovers they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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4.3 Funding of Gross Settlement Amount. ~~XYZ~~Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay ~~XYZ's~~Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than ~~[14]~~30 days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within [14] days after ~~XYZ-funds~~Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without United States Postal Service ("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 Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

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

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Pres Recipient”) _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4 _____ Class Members and Aggrieved Employees will provide a release of claims as discussed in Section 5 regardless of whether they cash their Individual Class Payment check or Individual PAGA Payment check and/or fail to timely cash their distributed checks before the cash void date.

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

5. **RELEASES OF CLAIMS.** Effective on the date when XYZ Defendants fully fundsfund the entire Gross Settlement Amount and fundsfund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 _____ Plaintiff’s Release. Plaintiff and his, her, or their respective former and present spouses spouse, representatives, agents, attorneys,

5.1 _____ heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences that occurred during the Class Period, 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 (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, or Plaintiff’s PAGA Notice, [for ascertained during the Action and released under 5.2, below], (“Plaintiff’s Release.”). Plaintiff’s 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 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

5.1.1 _____ Plaintiff’s Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff’s Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the 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.

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~~5.2 Release by Participating Class Members Who Are Not Aggrieved Employees:
All Participating Class Members, on behalf of themselves and their respective former and
present representatives, agents, attorneys, heirs, administrators, successors and assigns,
release Released Parties from (i) all claims that were alleged, or reasonably could have~~

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5.2 been alleged, based on the Class Period facts stated in the Operative Complaint [and ascertained in the course of the Action] [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3: All Participating Class Members release Released Parties from (i) all claims that have been, or reasonably could have been alleged against Defendants or any of the other Released Parties and that arise from the claims, facts, matters transactions or occurrences alleged in the Operative Complaint, including, but not limited to, claims for failure to: pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time; provide or report paid sick leave; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage statements; and maintain proper timekeeping, payroll, and other records, and including but not limited to alleged violations of California Labor Code sections 200-204, including alleged violations of Labor Code 201, 201.3, 201.5, 201.6, 202, 203, 204, 210, 221, 223, 226, 226.7, 233, 246, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 515, 558, 558.1, 2802, 2810.3 and 2810.5 and Business and Professions Code Sec. 17200 *et seq.*, and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 in Wage Order 4, 7 and/or 12 (collectively, the “Class Released Claims”). Except as set forth in Section 5.3 and 5.4, of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation or claims based on facts occurring outside the Class Period.

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5.3 PAGA Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are 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 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]; and the PAGA Notice including all relevant statutes referenced in the Operative Complaint and the PAGA Notice. Aggrieved Employees will release PAGA claims even if they request exclusion from the class. Aggrieved Employees are only releasing claims for civil penalties as alleged in the Operative Complaint and the PAGA Notice. Aggrieved Employees are not releasing any of the underlying wage and hour claims themselves. The release by Aggrieved Employees will include to the fullest extent possible by law a release of PAGA penalties for alleged violations of the claims and statutes listed in section 5.2.

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5.4 The Parties agree that the release of claims by Participating Class Members who were paid by third party payroll service companies includes a release of potential claims against the third party payroll service companies that accrued as a result of alleged joint employment by the third party payroll service companies and Defendants.

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5.5 Class Members and Aggrieved Employees will provide a release of claims as outlined in Section 5 on the date when Defendants fully fund the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments and regardless of whether they cash their Individual Class Payment checks or Individual PAGA Payment checks.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

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6.1 ~~XYZ’s~~First Amended Complaint: Before filing the motion for preliminary approval of the class action settlement, Plaintiff agrees that the Parties shall jointly draft and file an amended, operative complaint that: (1) incorporates the Class and PAGA Aggrieved Employee definitions in this Agreement; (2) adds a cause of action for civil penalties pursuant to PAGA; and (3) alleges sufficient factual allegations, legal allegations, and causes of action necessary to effectuate the legal release of class and PAGA claims listed in sections 5.2, and 5.3 To facilitate this process, Plaintiff shall provide Defendants with a draft First Amended Complaint for Defendants’ review and revision.

6.16.2 Defendants’ Declaration in Support of Preliminary Approval. Within ~~—15~~ days of the full execution of this Agreement, ~~XYZ~~Defendants will prepare and deliver to Class Counsel a signed Declaration from ~~XYZ~~ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In ~~their Declaration~~the Declaration, Defense Counsel ~~and XYZ~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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6.3 Before filing the motion for preliminary approval of the class action settlement, the Parties shall jointly draft and Plaintiff shall submit to Defendants and the Labor and Workforce Development Agency a PAGA notice (the PAGA Notice) that: (1) defines the Aggrieved Employees consistent with the definition of Aggrieved Employees listed in this MOU; and (2) shall include sufficient factual and legal allegations necessary to effectuate the legal release by Aggrieved Employees discussed in this MOU. To facilitate the submission of the PAGA Notice, Plaintiff shall provide Defendants with the draft PAGA notice for Defendants’ review and revision.

~~6.2—~~ Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data;

amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~{and/or the proposed Cy Pres}~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~{and/or}~~ the Administrator ~~{and/or the proposed Cy Pres}~~; (vi) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely

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6.4 transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Lab. Code, § 2699.3, subd. (a))), Operative Complaint (Lab. Code, § 2699, subd. (1)(1)), this Agreement (Lab. Code, § 2699, subd. (1)(2)); (vii) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

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6-36.5 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~30~~45 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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6-46.6 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

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7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected 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.

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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.

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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.

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7.4 Notice to Class Members.

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7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than ~~[14] days~~ 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit ~~_____~~ A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3 Not later than ~~[3]~~ business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional ~~[14]~~ days beyond the ~~[60]~~ days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, ~~XYZ~~ Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~[14]~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

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- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than {60} days after the Administrator mails the Class Notice (plus an additional {14} days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member ~~or his/her/their representative~~ that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have {60} days after the Administrator mails the Class Notice (plus an additional {14} days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The

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Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

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

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion

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(“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator’s Declaration. Not later than {14} days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within {10} days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least {15} days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court.

8. **CLASS SIZE ESTIMATES ~~and~~ ESCALATOR CLAUSE~~;~~.** Based on ~~its~~their records, ~~XYZ estimates~~Defendants estimate that, as of the date of this Settlement Agreement, (1) there are 1,182 Class Members and 6065 Total Workweeks during the Class period and (2) there were

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Aggrieved Employees who worked _____ Pay Periods during the PAGA-
Period.^{vii}

XYZ'S311 Aggrieved Employees who worked 1,278 Pay Periods during the PAGA Period.
Should the qualifying number of Class members who worked during the Class Period
ultimately increase by more than 15%, the Gross Settlement Amount on a proportional
basis equal to the percentage increase in number of Class Members above 15% (i.e., if there
is a 16% increase in the number of Class members who worked in the Class Period,
Defendants would agree to increase the Gross Settlement Amount by 1%).

9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, XYZDefendants may, but isare not obligated, elect to withdraw from the Settlement. The Parties agree that, if XYZ-withdrawsDefendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Partythe Parties will have anyno further obligation to perform under this Agreement; provided, however, XYZDefendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZDefendants must notify Class Counsel and the Court of itstheir election to withdraw not later than {seven} days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

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

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

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

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- 10.3 **Continuing Jurisdiction of the Court.** The Parties agree that, after entry of

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

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

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10.4. Payment and Class Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective counsel and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

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10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

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12. ADDITIONAL PROVISIONS.

12.1 No Admission of Liability, Class Certification 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 ~~XYZ~~Defendants that any of the allegations in the Operative Complaint have merit or that ~~XYZ has~~Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that ~~XYZ's~~Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, ~~XYZ reserves~~Defendants reserve the right to contest certification of any class for any reasons, and ~~XYZ reserves~~Defendants reserve all available defenses to the claims in the Action, and ~~Plaintiff reserves~~Plaintiffs reserve the right to move for class certification on any grounds available and to contest ~~XYZ's~~Defendants' 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).

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- 12.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZDefendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency or other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency.

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Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZDefendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

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- 12.4 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.

- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZDefendants, 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.

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- 12.6 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.

12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action or right released and discharged by the Party in this Settlement.

12.8 No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~Defendants nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed or waived only by an express written instrument signed by all Parties or their representatives and approved by the Court.

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

12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13 Confidentiality. To the extent permitted by law, all agreements made and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to 12.14 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~Defendants, 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 California Rules of Court rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from ~~XYZ~~Defendants unless, prior to the Court's discharge of the Administrator's obligation, ~~XYZ~~ makes Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

12.15 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.

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12.16 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.

12.17 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 third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Alan Harris (SBN 146079)
Priya Mohan (SBN 228984)
HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
harrisa@harrisandruble.com
pmohan@harrisandruble.com
Telephone: (323) 962-3777
Facsimile: (323) 962-3004

To XYZDefendants:

Daniel Tran (SBN 352484)
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017-5408

Daniel.Tran@jacksonlewis.com
Telephone: (213) 689-0404
Facsimile: (213) 689-0430

Conor J. Dale (SBN 274123)
JACKSON LEWIS P.C.
50 California Street
9th Floor
San Francisco, CA 94111
Conor.Dale@jacksonlewis.com
Telephone: (415) 394-9400

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12.18 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.

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12.19 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

For Plaintiff

For

XYZDefendants

(date)

(date)

(date)

Counsel for Plaintiff

Counsel for XYZDefendants

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(date)

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

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(case name and number)
(Damiano v. Fabletics, LLC, Los Angeles Superior Court Case No. 25STCV15783)

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

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You may be eligible to receive money from an employee class action lawsuit ("Action") against (abbreviate name; "XYZ" is used herein as a placeholder) defendants Fabletics, LLC, TechStyle, Inc., and Adam Goldenberg (collectively "Defendants") for alleged wage and hour violations. The Action was filed by a[n] former XYZ alleged employee

of Defendants, Eugene Damiano ("Plaintiff") and seeks payment of (1) back wages, damages and other relief penalties for a class of [e.g., California based, hourly] employees ("Class Members") paid freelance crew production members who worked performed work in California for XYZ Defendants during the Class Period to June 24, 2020 through June 26, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all [e.g., California based, hourly] employees paid freelance crew production members who worked performed work in California for XYZ Defendants during the PAGA Period (July 12, 2024 to June 26, 2025) ("Aggrieved Employees").

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

Based on XYZ's Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$, (less withholding) and your Individual PAGA Payment is estimated to be \$. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to XYZ's Defendants' records you are not eligible for an Individual PAGA Payment under the Settlement because you didn't work during the PAGA Period.)

The above estimates are based on XYZ's Defendants' records showing that you worked workweeks during the Class Period and you worked workweeks during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are

affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires XYZDefendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against XYZDefendants.

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

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against **XYZDefendants**.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against **XYZDefendants**, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

XYZDefendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against XYZDefendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. XYZDefendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or

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	Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to <u>XYZ's Defendants'</u> records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
Written Challenges Must be Submitted by	

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a ~~former~~ XYZ alleged employee ~~of Defendants~~. The Action accuses XYZ Defendants of violating California labor laws by failing to pay ~~e.g.,~~ overtime wages, minimum wages, wages due upon termination and reimbursable expenses and failing to provide ~~e.g.,~~ meal periods, rest breaks and ~~accurate itemized wage statements~~. ~~Based on the same claims, employment records upon request,~~ Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action: Alan Harris and Priya Mohan of Harris & Ruble ("Class Counsel.")

XYZ

Defendants strongly ~~denies~~ deny violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether XYZ Defendants or Plaintiff is correct on the merits. In the meantime, Plaintiff and XYZ Defendants hired ~~an~~ experienced, neutral mediator

~~who is~~ a retired judge ~~(describe alternative means of negotiation)~~, to mediate in an effort to resolve the Action by negotiating an to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the

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Action and enforcing the Agreement, Plaintiff and ~~XYZ~~Defendants have negotiated a proposed Settlement that is subject to the Court's Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, ~~XYZ-~~doesDefendants do not admit any violations or concede the merit of any claims.

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

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

1. ~~XYZ~~Defendants Will Pay \$1,000,000 as the Gross Settlement Amount (Gross Settlement). ~~XYZ~~has~~Defendants have~~ agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, ~~XYZ~~Defendants will fund the Gross Settlement not more than ~~14~~30 days after the Judgment entered by the Court become final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$ [%333,333 (1/3 of the Gross Settlement)] to Class Counsel for attorneys' fees and up to \$ 23,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$ 10,000 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ 16,500 to the Administrator for services administering the Settlement.
 - D. Up to \$ 50,000 for PAGA Penalties, allocated ~~75~~65% to the LWDA PAGA Payment and ~~25~~35% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Payment Periods.

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

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3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and XYZDefendants are asking the Court to approve an allocation of 10 % of each Individual Class Payment to taxable wages (“Wage Portion”) and 90 % to ~~{e.g., settlement of claims for interest, etc.}~~ (20%), penalties (60%) and reimbursement of expenses (10%) (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. ~~{Option 1: (XYZDefendants will separately pay employer payroll taxes it owes they owe on the Wage Portion-).}~~ The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

~~☐ will be deposited with the California Controller’s Unclaimed Property Fund in your name.~~

~~☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

~~{If the monies represented by your check is are sent to the Controller’s Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money-}.~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member ~~or his/her/their representative~~ setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to

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personally pursue wage and hour claims against ~~XYZ~~Defendants.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible

for Individual PAGA Payments and are required to give up their right to assert PAGA claims against ~~XYZ~~Defendants based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. ~~Plaintiffs~~Plaintiff and ~~XYZ~~Defendants have agreed that, in either case, the Settlement will be void: ~~XYZ~~Defendants will not pay any money and Class Members will not release any claims against ~~XYZ~~Defendants.

8. ~~Administrator.~~ The Court has appointed a neutral company, ~~8. — Phoenix Settlement Administrators~~ (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and ~~XYZ~~hasDefendants have fully funded the Gross Settlement ~~{Option 1: (and separately paid all employer payroll taxes)}~~, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue or be part of any other lawsuit against ~~XYZ~~Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

~~All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged have been, or reasonably could have been alleged, based on, against Defendants or any of the Class Period other Released Parties and that arise from the claims, facts stated, matters transactions or occurrences alleged in the Operative Complaint [and ascertained in the course of the Action] [, including, e.g., “(a) any and all but not limited to, claims involving any alleged for failure to: pay all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages; provide meal periods or additional pay in lieu thereof; provide rest breaks and/or recovery periods or additional pay in lieu thereof; pay reporting time; provide or report paid sick leave; reimburse necessary business expenses; timely pay wages upon separation; timely pay wages owed during employment; issue accurate itemized wage; etc.]; statements; and maintain proper timekeeping, payroll, and other records, and including but not limited to alleged violations of California Labor Code sections 200-204, including alleged violations of Labor Code 201, 201.3, 201.5, 201.6, 202, 203, 204, 210, 221, 223, 226, 226.7, 233, 246, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 510, 512, 515, 558, 558.1, 2802, 2810.3 and 2810.5 and Business and Professions~~

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Code Sec. 17200 et seq., and relevant Industrial Welfare Commission wage order sections addressing such claims and/or alleged violations including but not limited to wage order sections 3, 4, 7, 11, 12, and 20 in Wage Order 4, 7 and/or 12 (collectively, the “Class Released Claims”). Except as set forth in Section 5.3 of the Settlement Agreement and 5.4 of the class action settlement agreement between Plaintiff and Defendants, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.^{xviii}

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and ~~XYZ~~ has Defendants have paid the Gross Settlement (and separately paid the employer-side payroll taxes);, all Aggrieved Employees will be barred from asserting certain PAGA claims against XYZ Defendants, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against Defendants or any of the Released Parties based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

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~~of the Class Settlement, cannot sue, continue to sue or participate in any other PAGA claim against XYZ or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.~~

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

~~All Participating and Non-Participating Class Members who are 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 that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint[,] [and] the PAGA Notice [and ascertained in the course of the Action][including, e.g., (a) any and all claims involving any alleged failure to pay minimum wage; etc.], and the PAGA Notice, including all relevant statutes referenced in the Operative Complaint and the PAGA Notice. Aggrieved Employees will release PAGA claims even if they request exclusion from the class. Aggrieved Employees are only releasing claims for civil penalties as alleged in the Operative Complaint and the PAGA Notice, Aggrieved Employees are not releasing any of the underlying wage and hour claims themselves. The release by Aggrieved Employees will include to the fullest extent possible by law a release of PAGA penalties for alleged violations of the claims and statutes listed in the Participating Class Member Release.~~

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$~~_____~~17,500 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in ~~XYZ's~~Defendants' records, are stated in the first page of this Notice. You have until to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept ~~XYZ's~~Defendants' calculation of Workweeks and/or Pay

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Periods based on XYZ's Defendants' records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and XYZ's Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

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5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

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

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

Submit a written and signed letter with your name, present address, telephone number and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as _____

Damiano v. Fabletics, LLC, and include your identifying information (full name, address, telephone number, approximate dates of employment and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and ~~XYZ~~Defendants are asking the Court to approve. At least _____~~16 court~~ days before the _____ Final Approval Hearing, Class Counsel ~~and/or Plaintiff~~ will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website

_____ (url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested

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by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what

you object to, why you object and any facts that support your objection. Make sure you identify the Action _____, Damiano v. Fabletics, LLC, and include your name, current address, telephone number and approximate dates of employment for XYZ Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at ____ (time) in Department 7110 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything XYZ Defendants and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ____ (specify entity) website at ____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to ~~(<http://www.lacourt.org/casesummary/ui/index.aspx>)~~ **confirm** <https://www.lacourt.ca.gov/pages/lp/access-a-case/tp/find-case-information> and entering the Case Number for the Action, Case No. 24STCV15783. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel: ~~Name of Attorney: Email Address: Name of Firm: Mailing Address:~~
Alan Harris
Priya Mohan

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HARRIS & RUBLE
655 North Central Avenue, 17th Floor
Glendale, CA 91203
harrisa@harrisandruble.com
pmohan@harrisandruble.com
Telephone: (323) 962-3777
Facsimile: (323) 962-3004

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Settlement Administrator:

Name of Company:

Phoenix Settlement Administrators

Email Address:

Mailing Address:

Telephone:

Fax Number:

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10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

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11. WHAT IF I CHANGE MY ADDRESS?

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

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ⁱThis Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex-litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.

ⁱⁱWhether the "date of preliminary approval" yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties' *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount "represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation." (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94-95; internal quotation marks omitted.)

ⁱⁱⁱSee endnote ii above.

^{iv}The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^vThe Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi}Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code section 226, subdivision (a) claim.)

^{vii}Insert negotiated terms, if any, addressing the possibility that XYZ's estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an "escalator" clause memorializing XYZ's promise to increase the Gross Settlement Amount in an agreed-upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ's estimates.

^{viii}Releases in Notice should track the releases in the Settlement Agreement.

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Exhibit 3

Exhibit 4

1 Alan Harris (SBN 146079)
2 Priya Mohan (SBN 228984)
3 HARRIS & RUBLE
4 655 North Central Avenue 17th Floor
5 Glendale California 91203
6 Tel: 323.962.3777
7 Fax: 323.962.3004
8 harrisa@harrisandruble.com
9 pmohan@harrisandruble.com
10 Counsel for Plaintiff E. Damiano

8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 FOR THE COUNTY OF LOS ANGELES

10 E. DAMIANO, an individual, individually and
11 on behalf of all others similarly situated,

12 Plaintiff,

13 v.

14 FABLETICS, LLC, a Delaware Limited
15 Liability Company; TECHSTYLE, INC., a
16 Delaware Corporation; ADAM
17 GOLDENBERG, an individual; and DOE 1
18 through and including DOE 10,

19 Defendants.

Case No: 24STCV15783

Assigned to Hon. William F. Highberger, Dept. 10

[PROPOSED] JUDGMENT

Date:

Time:

Dept.: 10

Spring Street Courthouse
312 N. Spring Street
Los Angeles, CA 90012

Complaint Filed: June 24, 2024

FAC Filed: February 26, 2026

1 **[PROPOSED] JUDGMENT**

2 In accordance with, and for the reasons stated in the Order Granting Final Approval of Class
3 Action Settlement, judgment shall be entered whereby Plaintiff Eugene Damiano and all Settlement
4 Class Members shall take nothing from Defendants Fabletics, LLC, Techstyle, Inc., and Adam
5 Goldenberg except as expressly set forth in the Class Action and PAGA Settlement Agreement, which
6 was previously filed as part of Plaintiffs' Motion for Preliminary Approval of Class Action Settlement,
7 which was granted on _____, 2026.

8 Pursuant to Code of Civil Procedure section 664.6 and Rule 3.769(h) of the California Rules of
9 Court, the Court reserves exclusive and continuing jurisdiction over this Action, Plaintiff, the Class
10 Members, and Defendants for the purposes of:

- 11 (a) supervising the implementation, enforcement, construction, and interpretation of the
12 Stipulation and Settlement Agreement of Class Action Claims, the Order Granting
13 Preliminary Approval of Class Action Settlement, the plan of allocation, the Order
14 Granting Final Approval of Class Action Settlement, and the Judgment; and
15 (b) supervising distribution of amounts paid under this Settlement.

16
17 **IT IS SO ORDERED.**

18 DATED: _____

19 _____
20 The Honorable William F. Highberger
21 Los Angeles Superior Court Judge
22
23
24
25
26
27
28

Exhibit 5

HARRIS & RUBLE

ATTORNEYS AND COUNSELORS AT LAW

SOUTHERN CALIFORNIA OFFICE:

655 NORTH CENTRAL AVE 17th FL
GLENDALE CA 91203
TELEPHONE: 323.962.3777
FAX: 323.962.3004
www.harrisandruble.com

ALAN HARRIS
MARCELLA RUBLE*

PRIYA MOHAN
DAVID GARRETT
MIN JI GAL

*Retired

NORTHERN CALIFORNIA OFFICE:

116 E. BLITHEDALE AVE SUITE 2
MILL VALLEY, CA 94941
TELEPHONE: 312.543.0967
FAX: 323.962.3004

September 4, 2025

SUBMITTED ONLINE

California Labor & Workforce Development Agency

Re: Damiano v. Fabletics, LLC—PAGA Notice

Dear Counsel:

To whom it may concern:

Please be advised that this office has been retained by Eugene Damiano (“Plaintiff”) to pursue a Labor Code Private Attorneys General Act (“PAGA”) representative action (Cal. Lab. Code §§ 2699, *et seq.*) against his alleged former employers, Fabletics, LLC, Techstyle, Inc., and Adam Goldberg (“Defendants”). The purpose of this letter is to comply with PAGA and set forth the facts and theories of California Labor Code violations that Defendants engaged in with respect to Plaintiff and all of Defendants’ Aggrieved Employees.

Plaintiff wishes to pursue this action on behalf of himself as an aggrieved employee, on behalf of the State of California, as well as on behalf of all California based, hourly paid freelance crew production members who performed work in California for Defendants during the relevant statutory period (hereafter, the “Aggrieved Employees”).

Plaintiff and the Aggrieved Employees suffered violations of the Labor Code and other laws as described below.

Plaintiff’s Employment with Defendants

Defendants own/owned and operate/operated an industry, business, and establishment within the State of California, including Los Angeles County. As such, and based upon all the facts and circumstances incident to Defendants’ business in California, Defendants are subject to the California Labor Code, Wage Orders issued by the Industrial Welfare Commission (“IWC”), and the California Business & Professions Code. Defendants are a "temporary services employer" as defined by Code § 201.3 and required to pay workers no less frequently than weekly.

Defendants employed Plaintiff and others Aggrieved Employees for a still photography Production and/or the filming of a motion picture Production, and provided Plaintiff and other Aggrieved Employees a notice that did not include all accurate, relevant information under Labor Code section 2810.5. Damiano was hired to work for Defendants during a regular payroll week. Damiano was employed as a crew member on the Production. Without a rest, recovery, or meal period, he and other Aggrieved Employees worked at least 10 hours on a day of work for Defendants, and were forced to work off the clock and without breaks and forced to use personal cell phones and other personal equipment for business related reasons. Once his employment ended, Defendants were required to pay him and other Aggrieved Employees no later than on the next Friday. However, Plaintiff's partial, "final" pay-check was not even prepared until nearly two weeks after Plaintiff's wages should have been paid to him. Damiano received but a partial paycheck, as it did not include compensation for Defendants' failure to pay premium wages on account of their failure to provide compliant meal periods and rest breaks, the minimum, regular and overtime work hours that Plaintiff and other Aggrieved Employees were forced to perform off the clock, and as a result, Defendants failed to provide pay statements to Plaintiff and other Aggrieved employees that contained all the information required under Labor Code section 226 and failed to timely provide payment of all owed wages.

Plaintiff and others should have been paid in full for their accrued regular, minimum and overtime wages, issued legally compliant wage statements, and paid no later than as required by sections 201, 201.3, 201.5, 201.6, and/or 204 of the Labor Code. Additionally, based on the facts listed above, Defendants failed to maintain and provide accurate information regarding hours worked and meal periods taken, failed to provide accurate pay statements to Plaintiff and other Aggrieved Employees containing all the information required under Labor Code section 226, failed to accurately provide all required information to Plaintiff and Aggrieved Employees pursuant to Labor Code section 2810.5, and Plaintiff and other Aggrieved employees were also not appropriately provided sick leave or notice of available sick leave hours pursuant to Labor Code sections 233 and 246 *et seq.*

At times mentioned herein, Wage Order 4 and/or 7 of the California Industrial Welfare Commission applied to Plaintiff and Aggrieved Employees who worked in connection with the production of photography. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Class Members.). In the alternative, Wage Order 12 of the California Industrial Welfare Commission applied to Plaintiff and Class Members. In part, the Wage Order reflects employer obligations regarding hours and days of work, reporting time pay and records (obligations which the employer, here, failed to fulfill, both with respect to Plaintiff and Class Members)

Defendants Failed to Timely Pay for All Hours Worked, Including Minimum, Regular, and Overtime Wages

As a result of the facts listed above, Defendants failed to timely provide Plaintiff and Aggrieved Employees all wages earned for all hours worked at the correct rate including minimum, regular, and overtime wages and accompanying sick leave hours in violation of the California Labor Code, including Labor Code sections 200, 201, 201.3, 201.5, 201.6, 202, 203, and 204, 210, 221, 223, 233, 246, 510, 515, 558, 1194, 1194.2, 1197, 1198, 2810.3, Business and Professions Code Sec. 17200 *et seq.* and Wage Orders 4, 7, and 12.

As a result, Defendants are liable for civil penalties provided for in Labor Code §§ 210, 558, 1197.1, and 2699.

Defendants Failed to Provide Required Meal, Rest, and Recovery Periods

As a result of the facts listed above, Defendants failed to provide Plaintiff and the Aggrieved Employees meal periods or additional pay in lieu thereof or rest periods and recovery periods or

additional pay in lieu thereof in violation of the Labor Code, including Labor Code sections 226.7, 512, Business and Professions Code Sec. 17200 et seq. and Wage Orders 4, 7, and 12.

As a result, Defendants are liable for civil penalties provided for in the Labor Code, including Labor Code sections 210 and 2699.

Failure to Maintain Accurate Required Records Regarding Wages Earned, Hours Worked, and Sick Leave

As a result of the facts listed above, Defendants failed to accurately track, maintain, and provide required information regarding employee time records, hours worked and meal periods, notices to employees, accrued sick leave hours, and pay statements with respect to Plaintiff and the Aggrieved Employees in violation of Labor Code, including Labor Code sections 226, 233, 246, 1174, and 2810.5 and Wage Orders 4, 7, and 12.

As a result, Defendants are liable for civil penalties provided for in the Labor Code, including Labor Code sections 210, 226.3, 1174.5, 2699.

Failure to Indemnify Business Expenses

As a result of the facts listed above, Defendants failed to reimburse Plaintiff and other Aggrieved Employees for the use of their personal cell phones, equipment, vehicles, and other business related expenses that Plaintiff and the Aggrieved Employees incurred in violation of the Labor Code, including Labor Code section 2802.

As a result, Defendants are liable for civil penalties provided for in the Labor Code, including Labor Code sections 2802 and 2699.

Action for Civil Penalties Under PAGA

In light of the above, Plaintiff alleges that Defendant violated the above-cited requirements and provisions of the California Labor Code, the Business and Professions Code, and Wage Orders 4, 7, and 12

Therefore, on behalf of all Aggrieved Employees, Plaintiff seeks applicable penalties related to the violations alleged above pursuant to the PAGA. These include, but are not limited to, penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699(f)(2).

Very truly yours,



Alan Harris

cc: (Via Certified Mail) Fabletics, LLC, Techstyle, Inc. and Adam Goldenberg, c/o Conor J. Dale, Jade Brewster, Daniel Tran, JACKSON LEWIS P.C., 725 South Figueroa St., Ste. 2500, Los Angeles, CA 90017-5408



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Case Information

Case Number: LWDA-CM-1123145-25**Plaintiff for PAGA Case:** Eugene Damiano**Filer/Attorney for PAGA Case:** Priya Mohan**Law Firm for PAGA Plaintiff:** Harris & Ruble**Employer:** FABLETICS, LLC**Date Case Received:****Employer Filer Firm:**

Court Type:

Court Name:

PAGA Court Case Number:

Violation Type:

Related BOFE Case:

Submission Details

Please note that certain documents, including court related documents (i.e. court complaints, proposed settlements, and court orders/judgments) are available for download. PAGA Claim Notices, Amended Claim Notices, Employer Responses or Cure Notices, Employee’s Cure Dispute, Other Response or Documents are not available at this time. To access these documents please submit a Public Record Acts Request via email at PAGAInfo@dir.ca.gov .

Actions	Submission Name	Description	Date Submitted	Type
--	AP-6126324	2025-9-4 PAGA Notice letter to File.pdf	9/4/2025 9:41 PM	PAGA Notice

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1
2 **PROOF OF SERVICE**

3 I am an attorney for Plaintiff in the within action, over the age of eighteen years, and not a party to the
4 within action. My business address is Harris & Ruble, 655 North Central Avenue, 17th Floor, Glendale,
California 91203. On March 27, 2026, I served the within documents:

5 **DECLARATION OF ALAN HARRIS IN SUPPORT OF MOTION FOR PRELIMINARY**
6 **APPROVAL OF CLASS ACTION SETTLEMENT**

7 Electronic Service: I caused the above-entitled document(s) to be served through Case Anywhere
8 addressed to all parties appearing on the electronic service list for the above-entitled case and on the
interested parties in this case:

9 Dale J. Conor (SBN 274123)
10 JACKSON LEWIS P.C.
50 California Street, 9th Floor
11 San Francisco, CA 94111
Telephone: (415) 394-9400
12 Dale.Conor@jacksonlewis.com

13 Daniel Tran (SBN 352484)
14 JACKSON LEWIS P.C.
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15 Los Angeles, California 90017-5408
Telephone: (213) 689-0404
16 Facsimile: (213) 689-0430
17 Daniel.Tran@jacksonlewis.com

18 I declare under penalty of perjury that the above is true and correct. Executed on March 27, 2026, at Los
19 Angeles, California.

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21 _____
Priya Mohan
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