

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Subject to Court approval, this Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiffs Theresa Moore and Louis Noriega (“Plaintiffs”) and defendant QVC, Inc. (“Defendant”). The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- 1.1. “Action” means the plaintiff Theresa Moore’s lawsuit alleging wage and hour violations against Defendant captioned *Moore v. QVC, Inc.*, Case No. CIVSB2328448, initiated on November 3, 2023 and pending in Superior Court of the State of California, County of San Bernardino, and plaintiff Louis Noriega’s lawsuit alleging wage and hour violations against Defendant captioned *Noriega v. QVC, Inc.*, Case No. CIVSB2319032, initiated on August 9, 2023 and pending in the Superior Court of the State of California, County of San Bernardino.
- 1.2. “Administrator” means Simpluris, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval.
- 1.4. “Aggrieved Employees” means all individuals who are or previously were employed by Defendant who were classified as non-exempt in the State of California at any time during the PAGA Period.
- 1.5. “Arbitration” means the individual private arbitration initiated by Plaintiff Theresa Moore against Defendant captioned, *Moore v. QVC, Inc.*, AAA Case No. 01-23-0004-4922.
- 1.6. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt in the State of California at any time during the Class Period.
- 1.7. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Zachary Crosner,

Jamie Serb, and Sepideh Ardestani of Crosner Legal, PC.

- 1.8. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- 1.9. “Class Data” means each Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.10. “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).
- 1.11. “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 by use of available email addresses, phone numbers, social security numbers, credit reports, LinkedIn and Facebook.
- 1.12. “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, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.13. “Class Period” means the period of time from December 24, 2021 to the earlier of Preliminary Approval or August 22, 2024.
- 1.14. “Class Representatives” means the named Plaintiffs in the Operative Complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.15. “Class Representative Service Payment” means the service payment made to each of the Plaintiffs as Class Representatives in order to compensate them for initiating the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for the general release of all claims by the Plaintiffs.
- 1.16. “Court” means the Superior Court of California, County of San Bernardino.

- 1.17. “Defendant” means QVC, Inc.
- 1.18. “Defense Counsel means Timothy L. Hix, Bailey K. Bifoss and Francesca L. Hunter of Seyfarth Shaw LLP.
- 1.19. “Effective Date” means the date on which the later of the following events has occurred: (a) the period for filing any appeal, writ, or other appellate proceeding opposing final approval of the settlement and judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing the settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court’s Order Granting Final Approval and Judgment with no right to pursue further remedies or relief.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.
- 1.22. “Gross Settlement Amount” means One Million Five Hundred Thousand Dollars (\$1,500,000) which is the total amount to be paid by Defendant as provided by this Agreement 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 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment and the Administration Expenses Payment. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the portion of the Individual Class Payments allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant.
- 1.23. “Individual Class Payment” means each Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval substantially in the form attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.

- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (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 Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means a Class Member who opts out of the Class Settlement by submitting a valid and timely Request for Exclusion to the Administrator.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period of time from March 15, 2022 to the earlier of Preliminary Approval or August 22, 2024.
- 1.32. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33. “PAGA Notice” means plaintiff Louis Noriega’s March 15, 2023 letter to Defendant and the LWDA and plaintiff Theresa Moore’s July 19, 2023 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34. “PAGA Penalties” means One Hundred Thousand Dollars (\$100,000.00), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$25,000) and the 75% to LWDA (\$75,000) 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.
- 1.36. “Plaintiffs” means Theresa Moore and Louis Noriega, the named plaintiffs in the Actions.
- 1.37. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement, substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.

- 1.38. “Released Class Claims” means the claims being released as described in Paragraph 6.2 below.
- 1.39. “Released PAGA Claims” means the claims being released as described in Paragraph 6.3 below.
- 1.40. “Released Parties” means: Defendant and its present and former affiliates including without limitation Qurate Retail Group, Inc. and all of their officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and assigns, and any other person(s) acting by, through, under, or in concert with any of them.
- 1.41. “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.
- 1.42. “Response Deadline” means sixty (60) calendar days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the Settlement, or (b) submit his or her Objection to the Settlement. Class Members to whom Class 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.
- 1.43. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement and the Judgment.
- 1.44. “Workweek” means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day.

2. RECITALS

- 2.1. On August 9, 2023, plaintiff Louis Noriega filed a complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (“Noriega Action”). Plaintiff Noriega’s complaint sought civil penalties pursuant to PAGA for alleged violations of the California Labor Code.
- 2.2. On November 3, 2024, plaintiff Theresa Moore filed a complaint against Defendant in the Superior Court of the State of California, County of San Bernardino (“Moore Action”). Plaintiff Moore’s complaint sought civil penalties pursuant to PAGA for alleged violations of the California Labor Code.
- 2.3. On May 13, 2024, the Parties participated in an all-day mediation presided over by David A. Rotman, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action based upon a mediator’s proposal which was memorialized in

the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties.

- 2.4. Prior to mediation, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims such that Plaintiffs' 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*").
- 2.5. On September 16, 2024, the Parties filed a stipulation to file a First Amended Consolidated Complaint, which consolidated the claims in the Actions and added class action claims based on the factual allegations asserted in the Actions. The First Amended Consolidated Complaint is the operative complaint in the Actions (the "Operative Complaint").
- 2.6. Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.7. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiffs or the Class have merit or that Defendant bears any liability to Plaintiffs or the Class on those claims or any other claims, or as an admission by Plaintiffs that Defendant's defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,500,000 and no more as the Gross Settlement Amount. This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Individual Class Payments allocated to wages which shall be separately paid by Defendant to the Administrator. Defendant has 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 Defendant.

3.2. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval.

- (a) To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than \$10,000 each (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these amounts. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. An award of less than the requested amounts for Class Representatives' Service Payments will not give rise to a basis to abrogate the Settlement Agreement and, if the Court approves Class Representative Service Payments less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payment.
- (b) To Class Counsel: A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement Amount, which is currently estimated to be \$500,000, and a Class Counsel Litigation Expenses Payment of not more than \$33,000. Defendant will not oppose requests for these payments provided that do not exceed these amounts. Plaintiffs 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, such award shall not give rise to a basis on which to abrogate the Settlement Agreement, and the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' 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 Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these payments. The payment of Class counsel Fees Payment shall be made as follows: 70% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 30% to Crosner Legal, PC. Payment of Class Counsel Litigation Expenses Payment shall be made to the firm that incurred the expenses.
- (c) To the Administrator: An Administration Expenses Payment not to exceed \$18,000 except for a showing of good cause and as approved by the Court. To the extent the

Administration Expenses Payment is less or the Court approves payment less than \$18,000, the Administrator will retain the remainder in the Net Settlement Amount for distribution to Participating Class Members.

- (d) To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$100,000 to be paid from the Gross Settlement Amount, with 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments. Subject to Court approval, the PAGA Penalties will be allocated to cover any and all claims for civil penalties associated with the Released PAGA Claims that were or could have been brought in the Actions under PAGA based on the factual allegations in the Operative Complaint and PAGA Notice.
 - i. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.
 - ii. The Court has authority under this Agreement to increase or reduce the PAGA Penalties up to and including at the Final Approval stage. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. However, some approval of a PAGA Penalties payment is a material term of this Agreement. If the Court does not approve any PAGA Penalties without leave to amend, then the entire Agreement will be, at Defendant's sole discretion, void and unenforceable. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.
- (e) 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.
 - i. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for non-wages, expense reimbursement, interest and penalties (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.

- ii. 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.

4. SETTLEMENT FUNDING

- 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on its records, Defendant has represented that the Class consists of 1,775 Class Members who collectively worked a total of 110,000 Workweeks, and 1,588 Aggrieved Employees who worked a total of 47,574 PAGA Pay Periods.
- 4.2. Class Data. Not later than 45 days after the Court grants Preliminary Approval of the Settlement, Defendant will 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. Defendant has a continuing duty to immediately notify Class Counsel if it discovers 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 Defendant 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 the Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 14 days after Defendant funds 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.
- 5.2. 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 “void date”, which is 180 days after the date of mailing, when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Class Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all 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 Administrator must update the recipients’ mailing addresses using the National Change of Address Database. If a Participating Class Member’s or Aggrieved Employee’s check is not cashed within 120 days after its last mailing to the affected individual, the Administrator will also send the individual a notice informing him or her that unless the check is cashed by the void date, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed.

- 5.3. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the 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.
- 5.4. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).
- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement. The Individual Class Payments and Individual PAGA Payments will not be used to calculate any additional benefits under any benefit plan to which any Class Member may be eligible, including but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties’ intention that this Agreement will not affect any rights, contributions, or amounts to which any Class Member may be entitled under any benefit plan.

5.6. The Administrator will send checks for Individual PAGA Payments to all PAGA Members, who have no right to opt out or otherwise exclude themselves from the settlement and release of PAGA claims set forth in this Settlement.

6. RELEASE OF CLAIMS. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will release claims against all Released Parties as follows:

6.1. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, 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 or ascertained during the Action; (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notice; and (c) any other claims, debts, liabilities, demands, damages, obligations, actions, and causes of action, of any nature whatsoever, whether known or unknown, suspected or unsuspected ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or workers' compensation benefits that arose at any time. Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

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

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

(b) Moore's ADEA Waiver. As part of Plaintiffs' Release, Theresa Moore specifically waives claims for discrimination, harassment, or retaliation based on age (including under the Age Discrimination in Employment Act or "ADEA" claims). Moore agrees that she has 21 days to consider this Agreement after receiving it. She must sign and return this Agreement to Defendant during the review period if she wants to receive the payments and other consideration listed in this Agreement. Additionally, after signing this Agreement, Moore has seven (7) days to revoke this ADEA waiver by sending written notice of revocation to Bailey K. Bifoss, Seyfarth Shaw LLP, 560 Mission Street, 31st Floor, San Francisco, California 94105-2930; Facsimile: (415)

397-8549; Email: bbifoss@seyfarth.com. This Agreement is not effective or enforceable until this revocation period expires. If Moore revokes this Agreement, she will not receive the payments and other consideration listed herein.

- (c) Moore's Agreement to Dismiss Arbitration. Theresa Moore further agrees that, as a material inducement for Defendant to enter into this Agreement, all claims set forth in the Arbitration will be withdrawn with prejudice. Within 5 business days after (i) Moore signs this Agreement and (ii) any applicable revocation period, Moore agrees to file a Request for Dismissal of the Arbitration *with prejudice* and without an assessment of attorneys' fees or costs. Moore further agrees to take any other action that may be required to achieve a dismissal of the Arbitration.

6.2. Release by Participating Class Members. 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 any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period (the "Released Class Claims"). The Released Class Claims are claims based on the facts stated in the Operative Complaint or claims that reasonably could have been alleged based on the facts stated in the Operative Complaint and include but are not limited to all claims for rounding; failure to reimburse business expenses; failure to appropriately pay for all nonproductive time, rest, or recovery periods including failure to pay such time at the appropriate rate; failure to keep all accurate and required time and payroll records; failure to pay vested vacation and/or holiday pay and/or personal time off, including failure to pay such wages at the appropriate final rate of pay and failure to pay such wages timely; failure to produce payroll and/or personnel records; failure to provide suitable seating and/or resting facilities; failure to issue accurate wage statements; failure to provide meal periods, including without limitation missed, late, interrupted, and short meal periods, and failure to accurately record meal periods (including through rounding); failure to pay meal period premiums, including but not limited to failure to pay such premiums at the regular rate; failure to authorize and permit rest periods, including without limitation missed, late, interrupted, and short rest periods; failure to pay rest period premiums including failure to pay such premiums at the regular rate of pay; failure to pay minimum wage, including but not limited to failure to pay minimum wage for time spent performing off-the-clock work regarding pre- or post-shift work, health and/or other security screenings including screenings for COVID-19, off-the-clock work during meal periods, time spent in orientation or engaged in other administrative work, time spent traversing Defendant's property, and/or responding to work-related communications; failure to pay overtime, including failure to pay double-time, and failure to properly calculate and pay employees overtime and double-time at their regular rate of pay; failure to pay reporting time pay, including failure to pay reporting time pay at the appropriate regular rate of pay; claims

regarding sick leave and supplemental sick leave (“sick leave”), including failure to provide sick leave, failure to provide notice of sick leave rights, use and/or balance, and failure to pay sick leave at the appropriate rate of pay; failure to timely pay wages during employment; failure to timely pay wages at separation; requiring Participating Class Members to agree to unlawful conditions of employment, including non-compete, non-disclosure, non-solicitation agreements and/or unlawful PAGA waivers; unlawful inquiries into criminal or financial background checks; unlawful deductions; violation of California’s Day of Rest Law (i.e., failure to provide one day’s rest in seven); unfair and/or unlawful business practices; and willful refusal to pay wages. The Released Class Claims shall include all claims that were or reasonably could have been alleged based on the facts of the Operative Complaint under the California Labor Code, wage orders, and applicable regulations, regardless of theory of recovery, including claims for violations of Labor Code sections 201, 202, 203, 204, 210, 212, 216, 218, 218.5, 221, 226, 226.2, 226.7, 227.3, 233, 234, 245-248.5, 248.6, 256, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, as well as under Business & Professions Code section 17200 et seq., California Code of Regulations, title 8, section 11040, Civil Code 1786 et seq., and 15 U.S.C. 1681. The Released Class Claims also specifically include all PAGA Released Claims defined herein below. Except as expressly set forth in 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.

- 6.3. Release of PAGA Claims. All Aggrieved Employees, including but not limited to Plaintiffs, and the LWDA 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 any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in the Operative Complaint regardless of theory of recovery (the “Released PAGA Claims”). The Released PAGA Claims include but are not limited to any alleged violations of or relief under California Labor Code as outlined above including failure to pay wages at the place of discharge or at another appropriate location pursuant to Labor Code section 208; failure to provide a safe and healthful workplace, including by properly notifying employees of an exposure to COVID-19; failure to provide written commission agreements; unlawful agreements (including agreements regarding confidentiality, forum selection, choice of law, non-compete, non-disclosure, non-solicitation, release/waiver, PAGA waivers); unlawful inquiries into criminal and/or financial histories; and claims for violation of California Labor Code Sections 208, 210, 212, 216, 222, 223, 225.5, 226.2, 226.3, 226.6, 432, 432.5, 432.7, 553, 1024.5, 2350, 2751, 2810.5, 6400-6404, 6406-6407, 6409.6, 6409.6, and 6432, and California Code of Regulations, title 8, sections 11040, 1527, 3366, 3457, and 8397.4. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.

7. 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 procedures and instructions.

7.1. Plaintiffs’ Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (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 Plaintiffs, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs 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; (v) 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 (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator.

7.2. 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 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.

7.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties 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.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Simpluris to serve as the Administrator and verified that, as a condition of appointment, Simpluris agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator's duties will include preparing, printing, and mailing the Class Notice to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice; re-mailing Class Notices that are returned to the Class Member's new address; setting up a toll-free telephone number and email and a fax number to receive communications from Class Members; receiving and reviewing for validity completed Requests for Exclusion; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of Requests for Exclusion, objections and disputes; calculating Individual Class Payments and Individual PAGA Payments; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. Notice to Class Members.
- (a) 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.
 - (b) 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 United States Postal Service ("USPS") mail, the Class Notice with Spanish translation 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.

- (c) Not later than 7 days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- (d) 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 Response Deadline 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.
- (e) If the Administrator, the Parties, Defense Counsel 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 are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- (b) 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.

- (c) 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' Release under Paragraph 6.2 of the Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) 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 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (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 as to the challenges

8.7. Objections to Settlement.

- (a) 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.
- (b) Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, or in addition to a written objection,

Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal 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 the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

- (c) Non-Participating Class Members have no right to object to any of the class action components of the Settlement. If a Class Member submits both a Request for Exclusion and an objection, only the Request for Exclusion will be accepted and the objection will be void.

8.8. 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.

- (a) 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.
- (b) Request 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 7 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).
- (c) 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.
- (d) 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 the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- (e) Administrator’s Declaration. Not later than 7 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (f) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. Class counsel shall also be provided with a copy of the Final Report except that the Administrator shall use anonymized employee identification numbers to identify payments made under this Agreement. At least 7 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. If a second declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this second declaration at least 7 days before any deadline for a second declaration and Class Counsel shall be responsible for filing the second declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures as to the Class size as set forth in paragraph 4.1 above. If the actual number of Workweeks during the Class Period exceeds the estimate stated herein in paragraph 4.1 by more than 10% (*i.e.*, more than 121,000 workweeks), Defendant will have the option to increase the Gross Settlement Amount proportionately to account for the overage (*i.e.*, if the number of Workweeks in the Class Period exceeds Defendant’s estimate in paragraph 4.1 by 11%, Defendant shall increase the Gross Settlement Amount by 1%). In its sole and absolute discretion, Defendant may also choose to limit the Class Period such that the Class Period ends on the date when the Class Members have worked no more than 121,000 workweeks.

10. DEFENDANT’S 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, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Administration Expenses incurred as of the date Defendant makes this election to withdraw. Defendant must notify Class Counsel and the Court of its election to withdraw not later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will have no effect on this threshold for an election.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699(l), a Proposed Final Approval Order and a proposed Judgment (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel not later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

11.1. 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 prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. 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 a Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. 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 under C.C.P. section 664.6 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.

11.4. Waiver of the 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.

11.5. 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 an equal basis, any additional Administration Expenses reasonably incurred at the time of 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.

11.6. Effect of Settlement Not Being Final. In the event that the Settlement does not become Final then the Settlement Agreement shall become null and void, and all negotiations, proceedings, and statements relating thereto shall be without prejudice as to the rights of any and all Parties hereto, and all Parties and their respective predecessors and successors shall be deemed to have reverted to their respective positions in the Action as of the date and time immediately prior to the execution of this Settlement Agreement, and shall retain all rights to make all arguments regarding the merits of the claims and the appropriateness of the case for class and/or representative action treatment.

12. 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.

13. ADDITIONAL PROVISIONS

13.1. 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendant's defenses in the Action have merit. Defendant does not admit and specifically denies that it has violated any federal, state, or local law or engaged in any unlawful conduct with respect to its employees. The Parties agree that class and/or representative treatment is for purposes of this Settlement

only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or Judgment pursuant to this Agreement, Defendant reserves the right to contest Plaintiffs' ability to pursue claims in the Complaint on a class or representative basis, Plaintiffs' ability to certify any class, and Defendant reserves all available defenses to the claims in the Action. Plaintiffs reserve the right to contest Defendant's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

- 13.2. Confidentiality. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that they shall not publicize this Settlement on their websites, in advertising/marketing materials or on social media, other than filing documents with the Court. The Parties and their Counsel agree that they will not issue any press releases or initiated any contact with the media about the fact, amount, or terms of the Settlement. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. If counsel for any Party receives an inquiry about the Settlement from the media, counsel may respond only after the motion for Preliminary Approval of the Settlement has been filed and only by confirming the accurate terms of the Settlement. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. Nothing in this provision shall prevent Defendant from making any required disclosure.
- 13.3. No Solicitation. The Parties separately agree that they and their respective counsel and employees have not and 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.
- 13.4. 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.
- 13.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 13.6. 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.

- 13.7. 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.
- 13.8. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant 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.
- 13.9. 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.
- 13.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 13.11. 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.
- 13.12. 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.
- 13.13. 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.
- 13.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement (“Confidential Information”), may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator’s obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiffs shall destroy, all paper and electronic versions of Confidential Information and Class Data received from Defendant.

13.15. 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.

13.16. 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.

13.17. 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 Plaintiffs and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

Zachary M. Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel.: (866) 276-7637
Fax: (310) 510-6429
E-Mail: zach@crosnerlegal.com
jamie@crosnerlegal.com
sepideh@crosnerlegal.com

To Defendant:

Timothy L. Hix
Seyfarth Shaw LLP
601 South Figueroa Street, Suite 3300
Los Angeles, California 90017

Telephone: (213) 270-9600
Facsimile: (213) 270-9601
Email: thix@seyfarth.com

Bailey K. Bifoss
Seyfarth Shaw LLP
560 Mission Street, 31st Floor
San Francisco, California 94105-2930
Telephone: (415) 397-2823
Facsimile: (415) 397-8549
Email: bbifoss@seyfarth.com

13.18. 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.

13.19. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on May 13, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: 10 / 09 / 2024



Plaintiff Theresa Moore

Dated: _____

Plaintiff Louis Noriega

Telephone: (213) 270-9600
Facsimile: (213) 270-9601
Email: thix@seyfarth.com

Bailey K. Bifoss
Seyfarth Shaw LLP
560 Mission Street, 31st Floor
San Francisco, California 94105-2930
Telephone: (415) 397-2823
Facsimile: (415) 397-8549
Email: bbifoss@seyfarth.com

13.18. 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.

13.19. 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 CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation on May 13, 2024 until the earlier of the Effective Date or the date this Agreement shall no longer be of any force or effect.

13.20. Fair Settlement. The Parties, Class Counsel and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, both current and potential.

14. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Theresa Moore

Dated: 09/27/2024



Louis Noriega (Sep 27, 2024 14:08 PDT)

Plaintiff Louis Noriega

Dated: 10/11/2024

Shauna Burkes

Shauna Burkes [name]

For Defendant QVC, Inc.

Dated: 10/9/24

Kyle Nordrehaug

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik De Blouw LLP

Attorney for Plaintiffs

Dated: _____

Zachary Crosner

Jamie Serb

Sepideh Ardestani

Crosner Legal, PC

Attorney for Plaintiffs

Dated: 10/11/2024

Bailey Bifoss

Bailey K. Bifoss

Seyfarth Shaw LLP

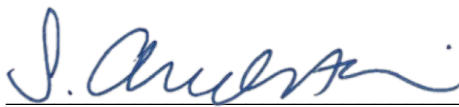
Attorney for Defendant

Dated: _____

[name]
For Defendant QVC, Inc.

Dated: _____

Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiffs

Dated: September 27, 2024 

Zachary Crosner
Jamie Serb
Sepideh Ardestani
Crosner Legal, PC
Attorney for Plaintiffs

Dated: _____

Bailey K. Bifoss
Seyfarth Shaw LLP
Attorney for Defendant

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Louis Noriega et al. v. QVC, Inc.
Superior Court of the State of California for the County of San Bernardino
Case No. CIVSB2319032

This notice is to the following individuals in connection with a pending class action settlement:

All individuals who are or previously were employed by QVC, Inc. in California who were classified as non-exempt at any time between December 24, 2021 and August 22, 2024.

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Bernardino (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Louis Noriega and Theresa Moore (“Class Representatives”) against QVC, Inc. (“QVC”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on the following legal causes of action: (1) minimum wage violations; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) unpaid vacation wages; (7) untimely payment of wages; (8) wage statement violations; (9) waiting time penalties; (10) failure to reimburse business expenses; (11) failure to pay for all nonproductive time; (12) failure to keep and produce accurate and required records; (13) failure to provide suitable seating; (14) failure to pay reporting time pay; (15) unlawful agreements and/or conditions of employment; (16) unlawful criminal and/or financial background checks; (17) unlawful deductions; (18) violation of California’s Day of Rest Law; (19) civil penalties under the Private Attorneys General Act (Labor Code section 2698, *et seq.*); and (20) other related claims. QVC denies all of Class Representatives’ claims and allegations and maintains it has fully complied with the law. The Court has made no determination whether Class Representatives or QVC is correct on the merits and, by agreeing to settle, QVC does not admit any violations or concede the merits of any claim.

QVC’s records reflect you worked **[[Individual Workweeks]]** workweeks for QVC during the Class Period of December 24, 2021, through August 22, 2024. Based on this information, your Individual Class Payment is estimated to be \$**[[Individual Class Payment]]** (less any applicable state and federal withholdings). The actual amount you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

QVC’s records also reflect you worked **[[Individual Pay Periods]]** pay periods for QVC during the PAGA Period of March 15, 2022 through August 22, 2024. Based on this information, your Individual PAGA Payment is estimated to be \$**[[Individual PAGA Payment]]**

<u>YOUR OPTIONS</u>	
Do NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement and release your claims as described below in exchange for compensation.
OPT OUT	You may opt out of the Class Settlement by submitting a written Request for Exclusion by the Response Deadline, which is _____. If you opt out, you may not object to the Settlement, you will not receive an Individual Class Payment, and you shall not be bound by the class release provisions in the settlement. See Section 8 below. You cannot opt out of the PAGA portion of the proposed Settlement. QVC must pay Individual PAGA Payments to all PAGA Members, and the PAGA Members must give up their rights to pursue Released PAGA Claims.
OBJECT	If you do not opt out of the Class Settlement, you can object to the Settlement by submitting a written objection by the Response Deadline which is _____. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Class Members who do not opt-out ("Participating Class Members"). You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement. See Section 9 below.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. S-26 of the San Bernardino Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE ACTION ABOUT?

The Class Representatives are former employees of QVC. The Class Representatives alleged QVC violated California labor and employment laws as follows: (1) minimum wage violations; (2) failure to pay overtime wages; (3) meal period violations; (4) rest period violations; (5) paid sick leave violations; (6) unpaid vacation wages; (7) untimely payment of wages; (8) wage statement violations; (9) waiting time penalties; (10) failure to reimburse business expenses; (11) failure to pay for all nonproductive time; (12) failure to keep and produce accurate and required records; (13) failure to provide suitable seating; (14) failure to pay reporting time pay; (15) unlawful agreements and/or conditions of employment; (16) unlawful criminal and/or financial background checks; (17) unlawful deductions; (18) violation of California's Day of Rest Law; (19) civil penalties under the Private Attorneys General Act (Labor Code section 2698, *et seq.*); and (20) other related claims.

Plaintiffs are represented by Blumenthal Nordrehaug, Bhowmik De Blouw LLP and Crosner Legal, PC.

QVC strongly denies 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 Class Representatives or QVC are correct on the merits.

In the meantime, Class Representatives and QVC hired an experienced, neutral mediator and negotiated extensively between Class Counsel and QVC's counsel 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, Class Representatives and QVC 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, QVC does not admit any violations or concede the merit of any claims.

3. WHAT ARE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$1,500,000.00 and authorize the following deductions: Service Payments to Plaintiffs in the amount of \$10,000 each (for a total of \$20,000), Class Counsel Fees Payment in the amount of \$500,000 (to be allocated 70% to Blumenthal Nordrehaug Bhowmik De Blouw LLP and 30% to Crosner Legal, PC), Class Counsel Litigation

Expenses Payment not to exceed \$33,000, PAGA Penalties in the amount of \$100,000 (to be allocated 75% (\$75,000) allocated to the LWDA PAGA Payment and 25% (\$25,000) allocated to the Individual PAGA Payments), and the Administration Expenses Payment not to exceed \$18,000 to be paid to the third-party Administrator.

After making the above deductions in amounts approved by the Court from the Gross Settlement Amount, the remaining portion, the “Net Settlement Amount,” shall be distributed as Individual Class Payments to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$ [REDACTED]. The Administrator will calculate and distribute Individual Class Payments to Participating Class Members based on their Workweeks. 20% of each Individual Class Payment shall constitute taxable wages (“Wage Portion”) and 80% shall constitute interest and penalties (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. QVC will separately pay employer payroll taxes it owes on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

Although Class Representatives and QVC have agreed to these allocations, neither side is giving you tax 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.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by the [Response Deadline] “Response Deadline”.

After the Judgment is final and QVC has fully funded the settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the class claims released under the settlement, as follows:

Release by Participating Class Members. 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 any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal or state law that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint which occurred during the Class Period (the “Released Class Claims”). The Released Class Claims are claims based on the facts stated in the Operative Complaint or claims that reasonably could have been alleged based on the facts stated in the Operative Complaint and include but are not limited to all claims for

rounding; failure to reimburse business expenses; failure to appropriately pay for all nonproductive time, rest, or recovery periods including failure to pay such time at the appropriate rate; failure to keep all accurate and required time and payroll records; failure to pay vested vacation and/or holiday pay and/or personal time off, including failure to pay such wages at the appropriate final rate of pay and failure to pay such wages timely; failure to produce payroll and/or personnel records; failure to provide suitable seating and/or resting facilities; failure to issue accurate wage statements; failure to provide meal periods, including without limitation missed, late, interrupted, and short meal periods, and failure to accurately record meal periods (including through rounding); failure to pay meal period premiums, including but not limited to failure to pay such premiums at the regular rate; failure to authorize and permit rest periods, including without limitation missed, late, interrupted, and short rest periods; failure to pay rest period premiums including failure to pay such premiums at the regular rate of pay; failure to pay minimum wage, including but not limited to failure to pay minimum wage for time spent performing off-the-clock work regarding pre- or post-shift work, health and/or other security screenings including screenings for COVID-19, off-the-clock work during meal periods, time spent in orientation or engaged in other administrative work, time spent traversing Defendant's property, and/or responding to work-related communications; failure to pay overtime, including failure to pay double-time, and failure to properly calculate and pay employees overtime and double-time at their regular rate of pay; failure to pay reporting time pay, including failure to pay reporting time pay at the appropriate regular rate of pay; claims regarding sick leave and supplemental sick leave ("sick leave"), including failure to provide sick leave, failure to provide notice of sick leave rights, use and/or balance, and failure to pay sick leave at the appropriate rate of pay; failure to timely pay wages during employment; failure to timely pay wages at separation; requiring Participating Class Members to agree to unlawful conditions of employment, including non-compete, non-disclosure, non-solicitation agreements and/or unlawful PAGA waivers; unlawful inquiries into criminal or financial background checks; unlawful deductions; violation of California's Day of Rest Law (i.e., failure to provide one day's rest in seven); unfair and/or unlawful business practices; and willful refusal to pay wages. The Released Class Claims shall include all claims that were or reasonably could have been alleged based on the facts of the Operative Complaint under the California Labor Code, wage orders, and applicable regulations, regardless of theory of recovery, including claims for violations of Labor Code sections 201, 202, 203, 204, 210, 212, 216, 218, 218.5, 221, 226, 226.2, 226.7, 227.3, 233, 234, 245-248.5, 248.6, 256, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, as well as under Business & Professions Code section 17200 et seq., California Code of Regulations, title 8, section 11040, Civil Code 1786 et seq., and 15 U.S.C. 1681. The Released Class Claims also specifically include all PAGA Released Claims defined herein below. Except as expressly set forth in 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.

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 the PAGA claims released under the settlement, as follows (the "PAGA Release"):

Release of PAGA Claims. All Aggrieved Employees, including but not limited to Plaintiffs, and the LWDA 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 any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in the Operative Complaint regardless of theory of recovery (the "Released PAGA Claims"). The Released PAGA Claims include but are not limited to any alleged violations of or relief under California Labor Code as outlined above including failure to pay wages at the place of discharge or at another appropriate location pursuant to Labor Code section 208; failure to provide a safe and healthful workplace, including by properly notifying employees of an exposure to COVID-19; failure to provide written commission agreements; unlawful agreements (including agreements regarding confidentiality, forum selection, choice of law, non-compete, non-disclosure, non-solicitation, release/waiver, PAGA waivers); unlawful inquiries into criminal and/or financial histories; and claims for violation of California Labor Code Sections 208, 210, 212, 216, 222, 223, 225.5, 226.2, 226.3, 226.6, 432, 432.5, 432.7, 553, 1024.5, 2350, 2751, 2810.5, 6400-6404, 6406-6407, 6409.6, 6409.6, and 6432, and California Code of Regulations, title 8, sections 11040, 1527, 3366, 3457, and 8397.4. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker's compensation, and claims outside of the PAGA Period.

4. HOW IS MY INDIVIDUAL CLASS PAYMENT CALCULATED?

The number of Workweeks you worked during the Class Period are stated on the first page of this Class Notice. "Workweek" means any week during the Class Period in which a Class Member worked for Defendant as a Class Member for at least one day. The Administrator will calculate your Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

5. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail or email to the Administrator at the following address:

Administrator:

The Administrator will accept QVC's calculation of Workweeks 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.

6. HOW IS MY INDIVIDUAL PAGA PAYMENT CALCULATED?

The number of PAGA Pay Periods you worked during the PAGA Period are stated on the first page of this Class Notice. The Administrator will calculate your Individual PAGA Payments by (1) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (2) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. In other words, you will receive a proportional recovery based on your length of employment in relation to other PAGA Members.

If no amount is stated for your Individual PAGA Payment, then according to QVC's records you are not eligible for an Individual PAGA Payment under the Settlement.

7. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, a single check to every Participating Class Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

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. The Administrator's contact information is as follows:

Name of Administrator: _____
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____
Settlement Website: _____

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

Submit a written and signed letter to the Administrator at the address above with your name, address, telephone number, e-mail address, 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 to be excluded. Be sure to personally sign your request, identify the Action as *Noriega v. QVC*, and include your identifying information (full name, address, telephone number, e-mail address, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes it for you, it will not be valid. **The Administrator must be sent your request to be excluded by [[Response Deadline]], or it will be invalid.**

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 the claims set forth in the PAGA Release.

9. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, please provide a written statement to the Administrator advising what you object to, why you object, and any facts that support your objection. Please sign the objection and identify the Action and include your name, current address, telephone number, and your approximate dates of employment. The address for the Administrator is in Section 7 above.

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. You also have the option to appear at the hearing by Zoom through the Court's website or by telephone using CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court. See Section 10 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

Upon reasonable request, Class Counsel (whose contact information is below) will send you copies of documents at no cost to you. You can also view relevant documents on the Administrator's website at _____ or on the Court's website (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2319032.

The contact information for Class Counsel is:

Kyle Nordrehaug

Blumenthal Nordrehaug Bhowmik DeBlouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: kyle@bamlawca.com
Website: www.bamlawca.com

10. CAN I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. S-26 of the San Bernardino County Superior Court, located at 247 West Third Street, San Bernardino, CA 92415. 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 the LWDA, Class Counsel, the Class Representatives, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing, either in person or remotely using Zoom through the Court's website or CourtCall (888-882-6878 or www.courtcall.com) to schedule a remote appearance. Check the Court's website (<https://www.sb-court.org/general-information/remote-access>) for the most current information on appearing in Court.

It is possible the Court will reschedule the Final Approval Hearing. Please review the Court's online docket via the Case Information page for the San Bernardino County Superior Court (<https://cap.sb-court.org/login>) and entering the Case No. CIVSB2319032 or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

11. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything QVC and Plaintiffs 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 the Court's website the Court's website (<https://cap.sb-court.org/login>), access the Case Information page, and search for Case No. CIVSB2319032. The Agreement and the Judgment will be posted on the Administrator's website at _____. You can also telephone or send an email to the Administrator at the address below:

Administrator: _____
Email Address: _____
Mailing Address: _____
Telephone Number: _____
Fax Number: _____

Settlement Website:

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

12. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

EXHIBIT B

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LOUIS NORIEGA and THERESA MOORE,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

QVC, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVSB2309032

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jessica Morgan
Dept: 26

Date Filed: August 9, 2023
Trial Date: Not set

1 This matter came before the Honorable Jessica Morgan of the Superior Court of the State of
2 California, in and for the County San Bernardino, on _____[DATE], for hearing on the
3 unopposed motion by Plaintiffs Louis Noriega and Theresa Moore (“Plaintiffs”) for preliminary
4 approval of the Settlement with Defendant QVC, Inc. (“Defendant”). The Court, having considered
5 the briefs, argument of counsel and all matters presented to the Court and good cause appearing,
6 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA
7 Settlement.

8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement
10 (“Agreement”) attached as Exhibit ____ to the Declaration of _____ in Support of
11 Plaintiffs’ Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based
12 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
13 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
14 Procedure and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all terms
16 defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount that Defendant shall pay is One Million Five Hundred
18 Thousand Dollars (\$1,500,000). It appears to the Court on a preliminary basis that the settlement
19 amount and terms are fair, adequate, and reasonable as to all potential Class Members when
20 balanced against the probable outcome of further litigation and the significant risks relating to
21 certification, liability, and damages issues. It further appears that investigation and research have
22 been conducted such that counsel for the Parties are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement will avoid substantial additional costs
24 by all Parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the Action. It further appears that the Settlement has been reached as the result of serious and
26 non-collusive, arms-length negotiations.

1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to the Class is fair, adequate,
5 and reasonable when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues.

7 5. The Agreement provides for an attorneys' fees award not to exceed one-third of the
8 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$33,000, and
9 proposed a Class Representative Service Payment to Plaintiffs in an amount not to exceed \$10,000
10 each. The Court will not approve the amounts of attorneys' fees and costs, nor the amount of any
11 service award, until the Final Approval Hearing. Plaintiffs will be required to present evidence
12 supporting these requests, including lodestar, prior to final approval.

13 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
14 representative treatment and certification of a class for settlement purposes only. This stipulation
15 will not be deemed admissible in this or any other proceeding should this Settlement not become
16 final. For settlement purposes only, the Court conditionally certifies the Class which consists of "all
17 individuals who are or previously were employed by Defendant in California who were classified as
18 non-exempt in the State of California at any time during the Class Period." The "Class Period" is
19 December 24, 2021 to August 22, 2024.

20 7. The Court concludes that, for settlement purposes only, the Class meets the
21 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
22 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
23 (b) common questions of law and fact predominate, and there is a well-defined community of
24 interest amongst the members of the Class with respect to the subject matter of the litigation; (c) the
25 claims of Plaintiff are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and
26 adequately protect the interests of the members of the Class; (e) a class action is superior to other
27
28

1 available methods for the efficient adjudication of this controversy; and (f) counsel for the Class is
2 qualified to act as counsel for the Class and Plaintiffs are adequate representatives of the Class.

3 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
4 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
5 of Blumenthal Nordrehaug Bhowmik De Blouw LLP and Zachary Crosner, Jamie Serb, and Sepideh
6 Ardestani of Crosner Legal, PC as Class Counsel for the Class.

7 9. The Agreement provides for \$100,000 PAGA Penalties out of the Gross Settlement
8 Amount, of which \$75,000 shall be allocated to the Labor & Workforce Development Agency
9 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this Agreement
10 pursuant to the PAGA and \$25,000 to the Aggrieved Employees. “Aggrieved Employees” are all
11 individuals who are or previously were employed by Defendant who were classified as non-exempt
12 in the State of California at any time during the PAGA Period (March 15, 2022 to August 22, 2024).
13 Pursuant to Labor Code section 2699, subdivision (l)(2), the LWDA will be provided notice of the
14 Agreement and these settlement terms. The Court finds the PAGA Penalties to be reasonable.

15 10. The Court hereby approves, as to form and content, the Class Notice attached to the
16 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
17 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right to
18 be excluded from the Class by submitting a written opt-out request, and of each member’s right and
19 opportunity to object to the Settlement. The Court further finds that the distribution of the Class
20 Notice substantially in the manner and form set forth in the Agreement and this Order meets the
21 requirements of due process, is the best notice practicable under the circumstances, and shall
22 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
23 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
24 Notice Packet is returned because of an incorrect address, the Administrator will promptly search for
25 a more current address for the Class Member and re-mail the Class Notice Packet to any new
26 address for the Class Member no later than seven (7) days after the receipt of the undelivered Class
27 Notice.

1 11. The Court hereby appoints Simpluris as the Administrator. No later than forty-five
2 (45) days after this Order, Defendant will provide the Class Data to the Administrator. The
3 Administrator will perform address updates and verifications as necessary prior to the first mailing.
4 Using best efforts to mail it as soon as possible, and in no event later than fourteen (14) days after
5 receiving the Class Data, the Administrator will mail the Class Notice Packet to all Class Members
6 via first-class regular U.S. Mail to their last known address.

7 12. The Court hereby preliminarily approves the proposed procedure for exclusion from
8 the Settlement. Any Class Member may individually choose to opt out of and be excluded from the
9 Class as provided in the Class Notice by following the instructions for requesting exclusion from the
10 Class that are set forth in the Class Notice. All requests for exclusion must be postmarked or
11 received no later than sixty (60) calendar days after the date of the mailing of the Class Notice
12 (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response Deadline for requests
13 for exclusion will be extended an additional fourteen (14) days. A Request for Exclusion may also
14 be faxed or emailed to the Administrator as indicated in the Class Notice. Any such person who
15 chooses to opt out of and be excluded from the Class will not be entitled to any recovery under the
16 Class Settlement and will not be bound by the Class Settlement or have any right to object, appeal,
17 or comment thereon. Class Members who have not requested exclusion shall be bound by all
18 determinations of the Court, the Agreement, and the Judgment. A request for exclusion may only
19 opt out that particular individual, and any attempt to affect an opt out of a group, class, or subclass
20 of individuals is not permitted and will be deemed invalid.

21 13. Any Class Member who has not opted out may appear at the final approval hearing
22 and may object or express the Member’s views regarding the Settlement and may present evidence
23 and file briefs or other papers that may be proper and relevant to the issues to be heard and
24 determined by the Court as provided in the Class Notice. Class Members will have until the
25 Response Deadline to submit their written objections to the Administrator. Written objections may
26 also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class Notice
27 Packet is re-mailed, the Response Deadline for written objections will be extended an additional
28

1 fourteen (14) days. Alternatively, Class Members may appear at the Final Approval Hearing to
2 make an oral objection.

3 14. A final approval hearing shall be held before this Court on _____
4 _____ at _____ in Department 26 at the San Bernardino County Superior Court to
5 hear the motion for final approval and for attorneys' fees and costs, and to determine all necessary
6 matters concerning the Settlement, including: whether the proposed settlement of the Action on the
7 terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be
8 finally approved by the Court; whether the Final Approval Order and Judgment should be entered
9 herein; whether the plan of allocation contained in the Agreement should be approved as fair,
10 adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs,
11 service award, and the fees and expenses of the Administrator. All papers in support of the motion
12 for final approval shall be filed with the Court and served on all counsel no later than sixteen (16)
13 court days before the hearing and the motion shall be heard at this final approval hearing.

14 15. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder
15 shall be construed as a concession or admission by Defendant in any way that the claims asserted
16 have any merit or that this Action was properly brought as a class or representative action, and shall
17 not be used as evidence of, or used against Defendant as, an admission or indication in any way,
18 including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or
19 with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is
20 finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or
21 conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be
22 construed as, offered or admitted in evidence as, received as or deemed to be evidence for any
23 purpose adverse to the Defendant, including, but not limited to, evidence of a presumption,
24 concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission,
25 concession or damage.

26 16. In the event the Settlement does not become effective in accordance with the terms of
27 the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
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become effective for any reason, this Order shall be rendered null and void and shall be vacated, and the Parties shall revert to their respective positions as of before entering into the Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be certified as a class action and/or managed as a representative action. In such an event, the Court's orders regarding the Settlement, including this Order, shall not be used or referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of the Agreement with respect to the effect of the Agreement if it is not approved.

17. The Court reserves the right to adjourn or continue the date of the final approval hearing and all dates provided for in the Agreement without further notice to Class Members and retains jurisdiction to consider all further applications arising out of or connected with the proposed Settlement.

IT IS SO ORDERED.

Dated: _____

HON. JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

EXHIBIT C

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LOUIS NORIEGA and THERESA MOORE,
individuals, on behalf of themselves and on
behalf of all persons similarly situated,

Plaintiffs,

vs.

O QVC, INC., a Corporation; and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: CIVSB2309032

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Jessica Morgan
Dept: 26

Date Filed: August 9, 2023
Trial Date: Not set

The unopposed motion of Plaintiffs Louis Noriega and Theresa Moore (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant QVC, Inc. (“Defendant”), attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on for hearing on _____ before the Honorable Jessica Morgan.

I.

FINDINGS

Based on the oral and written argument and evidence presented in connection with the motion, the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

2. This Court has jurisdiction over the subject matter of this litigation pending before the Superior Court for the State of California, in and for the County of San Bernardino, and over all Parties to this litigation, including the Class.

3. Based on a review of the papers submitted by Plaintiffs and a review of the applicable law, the Court finds that the Gross Settlement Amount of One Million Five Hundred Thousand Dollars (\$1,500,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

4. The Court further finds that the Settlement was the result of arm's length negotiations conducted after Class Counsel had adequately investigated the claims and became familiar with the strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the assistance of an experienced mediator in the settlement process, among other factors, support the Court's conclusion that the Settlement is fair, reasonable, and adequate.

Preliminary Approval of the Settlement

5. On _____, the Court granted preliminary approval of the Settlement. At the same time, the Court approved conditional certification of the Class for settlement purposes only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
4 about _____. Mailing of the Class Notice to Class Members' last-known addresses was
5 the best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied fully
10 with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided Class
12 Members adequate instructions and a variety of means to obtain additional information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was _____, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be heard
18 have had a full and fair opportunity to be heard. Class Members also have had a full and fair
19 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the Court
20 determines that all Class Members who did not timely and properly submit a request for exclusion
21 are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
24 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before David Rotman, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the Parties in reaching the
2 Settlement.

3 b. Plaintiffs' and their counsel's investigation and discovery have been
4 sufficient to allow the Court and counsel to act intelligently.

5 c. Counsel for all Parties are experienced in similar employment class action
6 litigation. Plaintiffs' counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. Of ____
8 Class Members who received the Class Notice, only ____ objected to the Settlement. Only
9 ____ requests for exclusion were received.

10 e. The participation rate was high. ____ Class Members will be mailed a
11 settlement payment, representing ____% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable, and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
16 would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate, and reasonable and in the best interests
18 of the Class Members.

19 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

20 11. An award of \$ _____ for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$ _____ for litigation costs and expenses, is reasonable, in light
22 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
24 and billing statement.

25 **Class Representative Service Payments**

26 12. The Agreement provides for Class Representative Service Payments of not more than
27 \$10,000 each to Plaintiffs, subject to the Court's approval. The Court finds that a Class
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1 Representative Service Payment in the amount of \$ _____ to each Plaintiff is reasonable in
2 light of the risks and burdens undertaken by Plaintiffs in this litigation, for their time and effort in
3 bringing and prosecuting this matter on behalf of the Class, and for their execution of a general
4 release.

5 **Administration Expenses Payment**

6 13. The Administrator shall calculate and administer the payment to be made to the Class
7 Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the Class
8 Representative Service Payments to Plaintiffs, issue all required tax reporting forms, calculate
9 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
10 has documented \$ _____ in fees and expenses, and this amount is reasonable considering the
11 work performed by the Administrator.

12 **PAGA Penalties**

13 14. The Agreement provides for PAGA Penalties of \$100,000 out of the Gross
14 Settlement Amount, \$75,000 of which shall be allocated to the Labor & Workforce Development
15 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
16 Agreement pursuant to the PAGA and \$25,000 to be distributed to the Aggrieved Employees. The
17 Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the
18 Aggrieved Employees' 25% share of PAGA Penalties (\$25,000) by the total number of PAGA Pay
19 Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result
20 by each Aggrieved Employee's PAGA Pay Periods. "Aggrieved Employees" are all individuals
21 who are or previously were employed by Defendant who were classified as non-exempt in the State
22 of California at any time during the PAGA Period (March 15, 2022 to August 22, 2024). Pursuant
23 to Labor Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement
24 and these settlement terms and has not indicated any objection thereto. The Court finds the PAGA
25 Penalties to be reasonable.

1 II.

2 ORDERS

3 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

4 15. The Class is certified for the purposes of settlement only. The Class is defined as
5 follows:

6 All individuals who are or previously were employed by Defendant in California who
7 were classified as non-exempt in the State of California at any time during the Class
8 Period

8 The "Class Period" is December 24, 2021 to August 22, 2024.

9 16. All persons who meet the foregoing definition are members of the Class, except for
10 those individuals who filed a valid request for exclusion ("opt out") from the Class. [INSERT
11 REFERENCE TO IDENTIFY ANY OPT OUTS].

12 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
13 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
14 the amounts necessary to fully pay Defendant's share of payroll taxes in accordance with the
15 Agreement, by transmitting the funds to the Administrator no later than 14 days after the Effective
16 Date.

17 18. Class Counsel are awarded attorneys' fees in the amount of \$_____ and costs
18 in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendant, Plaintiffs or members of the Class.

20 19. The payment of Class Representative Service Payments in the amount of \$_____ to each Plaintiff is approved.

21 20. The payment of \$_____ to the Administrator for its fees and expenses is
22 approved.

23 21. The PAGA Penalties of \$100,000 is approved and is to be distributed in accordance
24 with the Agreement.

25 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit a
26 copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.
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1 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
2 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
3 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
4 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
6 may be construed as, or may be used as an admission by or against Defendant of any fault,
7 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
8 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
9 evidence of, an admission, or concession with regard to the denials or defenses by Defendant.
10 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
11 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
12 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
13 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
14 Claims and/or Released PAGA Claims.

15 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
16 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
17 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
18 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment to
19 individual Class Members.

20 25. If the Agreement does not become final and effective in accordance with the terms of
21 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
22 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
23 respective positions as of before entering into the Agreement, and expressly reserve their respective
24 rights regarding the prosecution and defense of this Action, including all available defenses and
25 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
26 action and/or managed as a representative action.

27 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

1 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
2 Plaintiffs, and all members of the Class, shall take nothing in the Action.

3 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 28. Effective on the date when Defendant fully funds the Gross Settlement Amount,
6 Plaintiffs, Participating Class Members, Aggrieved Employees, and the LWDA will release claims
7 against all Released Parties as follows:

8 (a) All Participating Class Members, on behalf of themselves and their respective
9 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
10 release Released Parties from any and all claims, debts, liabilities, demands, obligations, penalties,
11 premium pay, guarantees, costs, expenses, attorney's fees, damages, actions or causes of action of
12 whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory
13 under federal or state law that were alleged, or reasonably could have been alleged, based on the
14 facts stated in the Operative Complaint which occurred during the Class Period (the "Released Class
15 Claims"). The Released Class Claims are claims based on the facts stated in the Operative
16 Complaint or claims that reasonably could have been alleged based on the facts stated in the
17 Operative Complaint and include but are not limited to all claims for rounding; failure to reimburse
18 business expenses; failure to appropriately pay for all nonproductive time, rest, or recovery periods
19 including failure to pay such time at the appropriate rate; failure to keep all accurate and required
20 time and payroll records; failure to pay vested vacation and/or holiday pay and/or personal time off,
21 including failure to pay such wages at the appropriate final rate of pay and failure to pay such wages
22 timely; failure to produce payroll and/or personnel records; failure to provide suitable seating and/or
23 resting facilities; failure to issue accurate wage statements; failure to provide meal periods,
24 including without limitation missed, late, interrupted, and short meal periods, and failure to
25 accurately record meal periods (including through rounding); failure to pay meal period premiums,
26 including but not limited to failure to pay such premiums at the regular rate; failure to authorize and
27 permit rest periods, including without limitation missed, late, interrupted, and short rest periods;

1 failure to pay rest period premiums including failure to pay such premiums at the regular rate of pay;
2 failure to pay minimum wage, including but not limited to failure to pay minimum wage for time
3 spent performing off-the-clock work regarding pre- or post-shift work, health and/or other security
4 screenings including screenings for COVID-19, off-the-clock work during meal periods, time spent
5 in orientation or engaged in other administrative work, time spent traversing Defendant's property,
6 and/or responding to work-related communications; failure to pay overtime, including failure to pay
7 double-time, and failure to properly calculate and pay employees overtime and double-time at their
8 regular rate of pay; failure to pay reporting time pay, including failure to pay reporting time pay at
9 the appropriate regular rate of pay; claims regarding sick leave and supplemental sick leave ("sick
10 leave"), including failure to provide sick leave, failure to provide notice of sick leave rights, use
11 and/or balance, and failure to pay sick leave at the appropriate rate of pay; failure to timely pay
12 wages during employment; failure to timely pay wages at separation; requiring Participating Class
13 Members to agree to unlawful conditions of employment, including non-compete, non-disclosure,
14 non-solicitation agreements and/or unlawful PAGA waivers; unlawful inquiries into criminal or
15 financial background checks; unlawful deductions; violation of California's Day of Rest Law (i.e.,
16 failure to provide one day's rest in seven); unfair and/or unlawful business practices; and willful
17 refusal to pay wages. The Released Class Claims shall include all claims that were or reasonably
18 could have been alleged based on the facts of the Operative Complaint under the California Labor
19 Code, wage orders, and applicable regulations, regardless of theory of recovery, including claims for
20 violations of Labor Code sections 201, 202, 203, 204, 210, 212, 216, 218, 218.5, 221, 226, 226.2,
21 226.7, 227.3, 233, 234, 245-248.5, 248.6, 256, 510, 512, 551, 552, 558, 558.1, 1024.5, 1174, 1174.5,
22 1194, 1197, 1197.1, 1198, 1198.5, 1199, and 2802, as well as under Business & Professions Code
23 section 17200 et seq., California Code of Regulations, title 8, section 11040, Civil Code 1786 et
24 seq., and 15 U.S.C. 1681. The Released Class Claims also specifically include all PAGA Released
25 Claims defined herein below in paragraph 28(b). Except as expressly set forth in this Agreement,
26 Participating Class Members do not release any other claims, including claims for vested benefits,
27 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
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1 disability, social security, workers' compensation, or claims based on facts occurring outside the
2 Class Period.

3 (b) All Aggrieved Employees, including but not limited to Plaintiffs, and the
4 LWDA are deemed to release, on behalf of themselves and their respective former and present
5 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties
6 from any and all PAGA claims or causes of action of whatever kind or nature which occurred during
7 the PAGA Period that were or reasonably could have been brought based on the facts alleged in the
8 Operative Complaint regardless of theory of recovery (the "Released PAGA Claims"). The Released
9 PAGA Claims include but are not limited to any alleged violations of or relief under California
10 Labor Code as outlined in paragraph 28(a) above including failure to pay wages at the place of
11 discharge or at another appropriate location pursuant to Labor Code section 208; failure to provide a
12 safe and healthful workplace, including by properly notifying employees of an exposure to COVID-
13 19; failure to provide written commission agreements; unlawful agreements (including agreements
14 regarding confidentiality, forum selection, choice of law, non-compete, non-disclosure, non-
15 solicitation, release/waiver, PAGA waivers); unlawful inquiries into criminal and/or financial
16 histories; and claims for violation of California Labor Code Sections 208, 210, 212, 216, 222, 223,
17 225.5, 226.2, 226.3, 226.6, 432, 432.5, 432.7, 553, 1024.5, 2350, 2751, 2810.5, 6400-6404, 6406-
18 6407, 6409.6, 6409.6, and 6432, and California Code of Regulations, title 8, sections 11040, 1527,
19 3366, 3457, and 8397.4. The Released PAGA Claims do not include other PAGA claims,
20 underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
21 insurance, disability and worker's compensation, and claims outside of the PAGA Period.

22 (c) Plaintiffs and their respective former and present spouses, representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
24 Released Parties from all claims, transactions, or occurrences, as fully set forth in the Agreement.

25 (d) As used herein, "Released Parties" means: Defendant and its present and
26 former affiliates including without limitation Qurate Retail Group, Inc. and all of their officers,
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1 directors, employees, agents, servants, registered representatives, attorneys, insurers, successors, and
2 assigns, and any other person(s) acting by, through, under, or in concert with any of them.

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

8 30. The Court hereby enters judgment in the entire Action as of the filing date of this
9 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
10 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
11 interpretation, implementation, and enforcement of the Settlement and all orders entered in
12 connection therewith pursuant to California Code of Civil Procedure section 664.6.

13 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

14
15 Dated: _____

16
17 _____
HON. JESSICA MORGAN
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA