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Attorneys for Plaintiff
DANIEL RODRIGUEZ, individually,
and on behalf of Aggrieved Employees
pursuant to the California Private
Attorneys General Act

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

DANIEL RODRIGUEZ, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

REPUBLIQUE, LLC, a California Limited
Liability Company; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23STCV14521

*Assigned for all purposes to Hon. Joseph Lipner,
Dept. 72*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S UNOPPOSED
MOTION FOR APPROVAL OF PAGA
SETTLEMENT**

Date: October 1, 2024
Time: 8:30 a.m.
Dept.: 72
Reservation ID: 143101574900

Complaint Filed: June 22, 2023

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1 to administer the Settlement pursuant to the terms of the Settlement Agreement.

2 7. Defendant shall pay the Gross Settlement Amount of \$225,000.00 according to the
3 terms of the Settlement Agreement.

4 8. The Net Settlement Amount (\$140,529.84) means the Gross Settlement Amount
5 (\$225,000.00) minus the following: (a) \$67,500.00 allocated to Attorneys' Fees to Plaintiff's Counsel;
6 (b) \$12,520.16 allocated to litigation costs; (c) \$4,450.00 allocated to Settlement Administrator costs.

7 9. The Court approves payment to Plaintiff's counsel of Attorneys' Fees in the amount of
8 \$67,500.00 to be paid from the Gross Settlement Amount and disbursed in accordance with this Order
9 and the Settlement Agreement.

10 10. The Court approves payment to Plaintiff's counsel of actual litigation costs in the
11 amount of \$12,520.16 to be paid from the Gross Settlement Amount and disbursed in accordance with
12 this Order and the Settlement Agreement.

13 11. The Court approves payment to the Settlement Administrator for its reasonable costs
14 and fees to administer the Settlement in the amount of \$4,450.00 to be paid from the Gross Settlement
15 Amount and disbursed in accordance with this Order and Judgment and the Settlement Agreement

16 12. In accordance with Labor Code § 2699(d), 75% of the Net Settlement Amount
17 (\$105,397.38) is allocated to the LWDA, and the remaining 25% (\$35,132.46) is allocated to the
18 Aggrieved Employees on a pro-rata basis.

19 13. The "PAGA Period" means the time period from May 16, 2022 to February 28, 2024.

20 14. "Aggrieved Employees" means the current and former non-exempt employees who
21 worked for Republique in California at any time during the PAGA Period.

22 15. The Court directs Defendant to deposit the Gross Settlement Amount with the
23 Settlement Administrator within 30 days of the Effective Date.

24 16. The amount of each Aggrieved Employee's individual settlement payment will be
25 calculated as follows: Twenty-five (25%) of the Net Settlement Amount shall be distributed to the
26 Aggrieved Employees on a pro-rata basis, based on their respective number of pay periods worked for
27 Defendant during the PAGA Period.

28 17. By operation of this Order, Plaintiff shall fully, finally, and forever release and

1 discharge Defendant and the Released Parties from any and all of Plaintiff's released claims and
2 shall be forever barred from pursuing such released claims against Defendant and the Released
3 Parties.

4 18. By operation of this Order, the State of California (including the LWDA) and the
5 Aggrieved Employees (including Plaintiff) shall for the PAGA Period fully, finally and forever
6 release and discharge Defendant and the Released Parties from any and all PAGA Released Claims,
7 as defined in the Settlement Agreement, and shall be forever barred from pursuing such PAGA
8 Released Claims against Defendant and the Released Parties.

9 19. The Court directs the Parties and the Settlement Administrator to carry out the terms
10 of the Settlement Agreement. This includes that each Aggrieved Employee will be issued one check
11 for his or her share of the Employee Payments. The Aggrieved Employee's check will expire one
12 hundred and eighty (180) calendar days from the date the checks are issued by the Settlement
13 Administrator. After the 180 day-period, the Settlement Administrator shall cancel all checks that
14 have not been cashed or deposited and remit funds associated with such canceled checks to the
15 Unclaimed Property Fund of the State Controller's Office in the name associated with each of the
16 Aggrieved Employees whose checks are canceled.

17 20. The Court approves of the proposed letter attached to the Settlement Agreement as
18 **Exhibit A** to be sent to Aggrieved Employees along with their respective settlement check.

19 21. Under California Code of Civil Procedure section 664.6, the Court retains jurisdiction
20 over the Parties to the fullest extent necessary to interpret, enforce, and effectuate the terms and intent
21 of the Settlement and this Order.

22 22. Plaintiff's counsel shall submit a copy of this Order to the LWDA within seven (7)
23 days of the entry of the Order.

24 23. The above-referenced action and all claims asserted by Plaintiff individually and in a
25 representative capacity under PAGA are hereby dismissed with prejudice.

26 24. A Non-Appearance Final Accounting Hearing is set for _____ at
27 _____ in Department 72 of the above-entitled Court. A Final Report is due to be filed no later
28 than _____ confirming that disbursements were made pursuant to the Settlement.

IT IS SO ORDERED AND ADJUDGED.

Dated: _____

Honorable Joseph Lipner
Judge of the Superior Court

EXHIBIT 1

**PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND
RELEASE**

This Private Attorneys General Act Settlement Agreement and Release ("Settlement Agreement" or "Settlement") is entered into by and between Plaintiff Daniel Rodriguez ("Plaintiff") and Defendant Republique, LLC ("Defendant" or Republique), subject to approval by the Court. The term "Party" or "Parties" as used herein shall refer to Plaintiff, Defendant, or both, as may be appropriate.

I. DEFINITIONS

The following terms, when used in this Agreement, shall have the following meanings:

1. "Action" means the matter entitled as *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521 (the "Action"), and Plaintiff's notice dated May 16, 2023 to the LWDA asserting claims for civil penalties under PAGA ("PAGA Notice").

2. "Aggrieved Employees" means current and former non-exempt employees who worked for Republique in California at any time from May 16, 2022 to February 28, 2024. The number of Aggrieved Employees, including Plaintiff, is estimated to be 271 individuals.

3. "Complaint" means the Complaint titled *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521.

4. "Court" means the Superior Court of California for the County of Los Angeles.

5. "Defendant" or "Republique" means Defendant Republique, LLC.

6. "Defense Counsel" means James A. Bowles, Richard S. Zuniga, and Elissa L. Gysi of Hill, Farrer & Burrill, LLP.

7. "Effective Date" means the latter of: (a) the Court's approval of the Settlement; or (b) the final resolution of any appeal that has been filed.

8. "Gross Settlement Amount" is the non-reversionary sum of two hundred and twenty five thousand dollars and zero cents (\$225,000.00), which represents the total amount payable under this Agreement by Defendant, including, without limitation, Individual PAGA Payments to all Aggrieved Employees, payment to the LWDA, payment of Plaintiff's attorneys' fees and costs, and payment to the Settlement Administrator for administration costs.

9. "Individual PAGA Payment" means the amount to be paid to each Aggrieved Employee based on the formula described herein.

10. "Judgment" means the judgment entered by the Court based upon the approval of the Settlement.

11. "LWDA" means the California Labor and Workforce Development Agency.

12. "Net Settlement Amount" is the amount remaining to distribute to the LWDA and Aggrieved Employees after the following amounts, if approved by the Court, are subtracted from

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

the Gross Settlement Amount: (a) settlement administration costs not to exceed \$4,450; (b) Plaintiff's attorneys' fees up to thirty percent (30%) not to exceed \$67,500; and (c) reimbursement of actual litigation costs and expenses not to exceed \$16,000.

13. "PAGA" means the California Labor Code Private Attorneys General Act, California Labor Code § 2698, *et seq.*

14. "PAGA Notice" means Plaintiff's May 16, 2023 letter to Defendant Republique and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).

15. "PAGA Period" means the time period from May 16, 2022 to February 28, 2024.

16. "PAGA Released Claims" means any and all claims for civil penalties that were alleged or reasonably could have been assessed upon and collected from the Defendant and the Released Parties under PAGA, based on the factual allegations in the Action and the PAGA Notice, including but not limited to purported violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001, arising under the PAGA Period from the alleged claims against Defendant for Republique's alleged failure to provide meal and rest periods and premiums; failure to pay minimum wages; failure to pay overtime; failure to pay wages during employment; failure to pay all wages upon termination, failure to provide accurate wage statements; failure to maintain complete and accurate payroll records of hours worked and meal periods; and failure to reimburse business expenses.

17. "Parties" means Plaintiff and Defendant, collectively.

18. "Plaintiff" means Daniel Rodriguez, the named Plaintiff in the Action.

19. "Plaintiff's Counsel" means Jonathan M. Genish, Karen I. Gold, Ashley H. Cruz, Marissa A. Maywood of Blackstone Law, APC.

20. "Released Parties" means Republique, LLC and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

21. "Settlement Administrator" means Phoenix Settlement Administrators, a neutral entity the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court.

II. RECITALS

This Settlement Agreement is made with reference to the following facts:

1. Plaintiff is a former employee of Republique who was employed by Republique from approximately May 17, 2022 to approximately June 22, 2023.

2. Plaintiff's Counsel submitted the PAGA Notice dated May 16, 2023 on behalf of Plaintiff to the LWDA and Defendant, to notify the LWDA and Defendant, pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA")

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

of Plaintiff's intent to seek civil penalties under PAGA for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 5-2001.

3. On June 22, 2023, Plaintiff filed a Complaint for Enforcement Action Under The Private Attorneys General Act (Labor Code Section 2698, et seq.) against Defendant, entitled *Daniel Rodriguez v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521.

4. Defendant provided Plaintiff's Counsel with information and documents pertaining to Plaintiff and other Aggrieved Employees in order for Plaintiff's Counsel to investigate Plaintiff's allegations and analyze the claims prior to mediation.

5. On January 21, 2024, the Parties participated in mediation of the Action with mediator Christopher Barnes. With the assistance of the mediator, the Parties agreed to fully and finally resolve the Action in its entirety.

6. The Parties, Plaintiff's Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

III. OPERATIVE TERMS OF SETTLEMENT AGREEMENT

The Parties agree as follows:

1. **Gross Settlement Amount.** The Parties agree to settle the Action for the non-reversionary amount of two hundred and twenty-five thousand dollars and zero cents (\$225,000.00). Defendant shall deposit the Gross Settlement Amount with the Settlement Administrator within thirty (30) days after the Effective Date.

2. **Escalator Clause.** Defendant represents that there are approximately 5,992 pay periods worked by Aggrieved Employees in California ("Affected Pay Periods") from May 16, 2022 to February 28, 2024. If the actual number of Affected Pay Periods from May 16, 2022 to February 28, 2024 is more than 10% greater than this number (i.e., if there are more than 6,592 Affected Pay Periods from May 16, 2022 to February 28, 2024, Defendant will increase the Gross Settlement Amount in proportion to the increase in Affected Pay Periods over 5,992 (e.g., if the number of Affected Pay Periods from May 16, 2022 to February 28, 2024 is 12% greater than 5,992, Defendant will increase the Gross Settlement Amount by 2%)).

3. **Net Settlement Amount.** The Parties agree that the following amounts should be subtracted from the Gross Settlement Amount, if approved by the Court, resulting in a Net Settlement Amount to distribute to the LWDA and Aggrieved Employees:

a. **Administration Costs.** Defendant will not oppose a request for the Settlement Administrator's costs, in an amount not to exceed \$4,450.00, for administering the settlement. In the event the Court approves a payment of less than this amount, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report this payment on IRS Form 1099 issued to the Settlement Administrator.

b. Plaintiff's Attorneys' Fees and Costs. Defendant will not oppose Plaintiff's request for attorneys' fees in the amount up to 30% of the Gross Settlement Amount (not to exceed \$67,500.00) and costs not to exceed \$16,000 incurred in prosecuting the Action. In the event the Court approves payments of less than these amounts, the difference will be added to the Net Settlement Amount. Defendant, via the Settlement Administrator, will report these payments on IRS Form 1099 issued to Plaintiff's Counsel. Except as specifically provided herein, Defendant shall not be liable for costs or attorneys' fees regarding the PAGA released claims.

4. Allocation of Net Settlement Amount. One hundred percent (100%) of the Net Settlement Amount shall be designated as "civil penalties" and shall be distributed 75% to the LWDA and 25% to Aggrieved Employees, pursuant to Labor Code § 2699(i). The 25% portion to be paid to Aggrieved Employees shall be paid to each Aggrieved Employee pro rata on the proportional number of pay periods worked during the PAGA Period.

5. PAGA Released Claims. Upon the Effective Date and payment of all funds under this Settlement, Aggrieved Employees (including Plaintiff) and the State of California, (including the LWDA,) will be forever barred from pursuing any and all PAGA Released Claims defined in Section 1.16 herein. This release of claims expressly excludes any non-PAGA claims held individually by Aggrieved Employees other than Plaintiff.

6. Covenants and Representations by Plaintiff.

a. Plaintiff represents and warrants that he has not assigned or transferred or purported to assign or transfer to any person or entity, any claim or portion thereof, or interest therein, which is or may be subject to this Agreement.

b. Plaintiff acknowledges that he has read this Agreement, that he fully understands his rights, privileges and duties under the Agreement, and enters into this Agreement freely and voluntarily. Plaintiff further acknowledges that he has had the opportunity to consult with his attorneys to explain the terms of this Agreement and the consequences of signing this Agreement.

7. Confidentiality. To the extent permitted by law, all agreements made, including the agreement that information and documents produced in informal discovery for mediation shall remain confidential to the extent it is not required to be disclosed to the Court for Court approval of the Settlement, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

8. Obligation of Plaintiff's Counsel to Submit Settlement Agreement to the LWDA. To permit judicial review and approval of the PAGA Payment, as required by Labor Code section 2698, et seq., Plaintiff's Counsel will submit the Settlement to the LWDA as part of the Parties' seeking court approval of the Settlement, per Labor Code section 2698(l),

9. Filing of Joint Stipulation of Settlement by Plaintiff's Counsel. Plaintiff's Counsel shall be responsible for preparing the Joint Stipulation for Approval of the Settlement ("Stipulation") and providing Defendant's Counsel with a sufficient opportunity to propose revisions to the Stipulation prior to filing. Plaintiff's Counsel will file the Stipulation, which is mutually agreed to by the Parties, as soon as practicable. Plaintiff's Counsel will serve the Stipulation on Defendant's Counsel. Pursuant to California Labor Code section 2698, et seq.,

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Plaintiff's Counsel and Defendant's Counsel shall undertake all required submissions and disclosures to the Court to obtain approval of the Settlement. The Stipulation and order approving the Settlement shall include a provision that the Action is dismissed with prejudice, which shall constitute a final and binding resolution of Plaintiff's claims alleged in the Action.

Should the Court not allow approval of the Settlement by Stipulation, Plaintiff's Counsel shall be responsible for preparing and filing a motion for court approval of the Settlement. Plaintiff's counsel shall provide Defendant's Counsel with a sufficient opportunity to propose revisions to the motion prior to its filing with the court.

10. **Termination of Settlement Agreement.** If the Court does not approve the settlement, if the Court does not enter judgment as provided for in this Agreement, or if appellate review is sought and, on such review, the Court's decision is materially modified or reversed, or if one or more of the material terms of the Agreement is not approved or is materially modified or reversed or found to be invalid, then either of the Parties shall have the right within 10 days of written notice thereof to elect to terminate the Agreement, in which case the Agreement shall have no force or effect, and the Parties shall be deemed to have reverted to their respective status as of the date and time immediately prior to the execution of this Agreement. However, if the Court declines to approve the Agreement as drafted, the Parties agree to attempt in good faith to amend the Agreement to resolve the Court's concerns with the Agreement, before either Party terminates the Agreement.

11. **Judgment.** As part of the Motion to approve the Settlement, Plaintiff shall submit a proposed order and judgment which enters judgment in the Action in accordance with the terms of the Settlement, retains jurisdiction over the Action for the purpose of enforcing the terms of the Settlement following approval of the Settlement, and enjoins the prosecution of any of the PAGA Released Claims against Defendant. The judgment will not release or bar any claims other than the PAGA Released Claims as to Plaintiff, the State of California, and Aggrieved Employees.

IV. ADMINISTRATION OF SETTLEMENT

1. **Settlement Administrator.** The Parties agree to use Phoenix Settlement Administrators to handle the administration of this settlement, subject to Court approval.

2. **Provision of Information for Aggrieved Employees.** Within fourteen (14) calendar days after the Effective Date, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees. Defendant will in good faith compile from its payroll records a list of Aggrieved Employees and shall include each Aggrieved Employee's full name, last known mailing address, total Affected Pay Periods worked during the PAGA Period, and Social Security numbers to the extent available from Defendant's records. The Settlement Administrator will maintain the list in confidence, and access shall be limited to those with a need to use the list as part of the administration of the settlement.

3. **Explanatory Letter and Individual PAGA Payments.** Upon receipt of the information for Aggrieved Employees, the Settlement Administrator will perform a search on the National Change of Address database to update the Aggrieved Employees' addresses. Within twenty-one (21) calendar days after the Gross Settlement Amount has been fully funded, and after receiving approval from counsel of the payment calculations as provided above, the Settlement Administrator shall mail copies of an explanatory letter in the form attached as

PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

"Exhibit A," in English and Spanish, along with Individual PAGA Payments to all Aggrieved Employees via regular First-Class U.S. Mail.

The Settlement Administrator will calculate the amount to be received by each Aggrieved Employee, which will be based on the formula set forth in Section III.3., *supra*. The Settlement Administrator will send each Aggrieved Employee a check for his or her Individual PAGA Payment along with the explanatory letter, Exhibit A hereto. Checks will remain negotiable for 180 days. Each Individual PAGA Payment shall be deemed penalties and reported using IRS Form 1099, with no withholdings taken.

4. **Undeliverable Notices.** The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Aggrieved Employee. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Aggrieved Employee. It will be conclusively presumed that, if an envelope so mailed has not been returned within 30 days of the mailing, the Aggrieved Employee received the explanatory letter and Individual PAGA Payment.

Any checks returned as non-deliverable on or before the check cashing deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace or other search using the name, address or Social Security number of the Aggrieved Employee involved and will perform up to a single re-mailing if a new address is located.

Funds represented by checks returned as undeliverable after a re-mailing, checks for whom the Settlement Administrator could not locate an updated address after performing a skip trace, and funds represented by checks remaining un-cashed for more than 180 days after issuance (collectively, "Uncashed Checks"), will be deposited by the Settlement Administrator with the California State Controller to be deposited in the Unclaimed Property Fund, in the name of the Aggrieved Employee.

5. **Distribution of Payments.** Within twenty-one (21) calendar days of the Gross Settlement Amount being fully funded, the Settlement Administrator shall issue payments to: (1) Aggrieved Employees; (2) the LWDA; (3) the Settlement Administrator for Court-approved administration costs incurred in connection with the Settlement; and (4) Plaintiff's Counsel for Plaintiff's Counsel's Court-approved attorneys' fees and costs. All payments made by Defendant pursuant to this Settlement shall be held by the Settlement Administrator in an interest-bearing account until they are disbursed, with all accrued interest inuring to the benefit of the Aggrieved Employees in the form of pro rata increases to Aggrieved Employees' Individual PAGA Payments.

6. **Accounting.** Within 45 days after all payments have been made under the Settlement, the Settlement Administrator will provide an accounting under oath to the Parties of the amounts paid from the settlement.

7. **Tax Consequences.** Neither Plaintiff nor Defendant, nor counsel for either of the Parties, makes any representations or warranties with respect to tax consequences of any payment under this Agreement.

8. **No Further Obligation.** The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

V. **MISCELLANEOUS PROVISIONS**

1. **No Admission of Liability.** Nothing in this Agreement shall be construed to be an admission by Plaintiff that his claims do not have merit, or by Defendant of any liability or wrongdoing as to Plaintiff, Aggrieved Employees, or any other person, and Defendant specifically disclaims any such liability or wrongdoing. Defendant does not admit to liability or to the suitability of this case for representative litigation other than for purposes of settlement. The Parties have entered into this Agreement with the intention to avoid further disputes and litigation with the attendant inconvenience, expenses, and risks. This Agreement and any related court documents or orders are not, and may not be cited or admitted as, evidence of liability. If the Court does not grant approval of this settlement, then the Parties revert to their previous positions and Defendant will contend that a representative action is not appropriate.

2. **Drafting.** The Parties agree that the terms and conditions of this Agreement are the result of lengthy, intensive, arm's-length negotiations between the Parties and that neither Party shall be considered the "drafter" of this Agreement for purposes of having terms construed against that Party.

3. **Successors.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators and successors.

4. **Costs and Fees.** The Parties shall each bear their own costs, attorneys' fees, mediator fees and other fees incurred in connection with this Agreement, the Action and Plaintiff's claims, except as otherwise set forth specifically herein.

5. **Governing Law.** This Agreement shall be construed under and governed by the laws of the State of California. This Agreement shall be deemed to have been entered into in Los Angeles, California, and all questions of validity, interpretation or performance of any of its terms or of any rights or obligations of the Parties to this Agreement shall be governed by California law. If any legal or equitable action or arbitration is necessary to enforce the terms of this Agreement, it shall be brought in the State of California, County of Los Angeles.

6. **Complete Agreement.** The Parties each acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between them and contains all terms and conditions pertaining to the compromise and settlement of the PAGA claim in the Action.

7. **Nullification of Settlement Agreement.** In the event that: (i) the Court does not approve the settlement as provided herein; or (ii) the settlement does not become final for any other reason, then this Agreement and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions before the Settlement was executed.

8. **Judgment and Continued Jurisdiction.** After approval of this settlement, the
PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT AND RELEASE

Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Agreement.

9. **Amendment or Modification.** This Agreement may be amended or modified only by a written instrument, signed by either the Parties or their successors-in-interest or counsel for all Parties.

10. **Authorization to Enter into Settlement Agreement.** Counsel for all Parties warrant and represent that they are expressly authorized by the Parties whom they represent to negotiate this Agreement and 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 required to effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

11. **Execution and Counterparts.** This Agreement is subject only to the execution of all Parties. However, the Agreement may be executed in one or more counterparts. All executed counterparts, and each of them, including facsimile, and scanned copies of the signature page, will be deemed to be one and the same instrument.

12. **Acknowledgement that the Settlement is Fair and Reasonable.** The Parties believe this Agreement is a fair, adequate, and reasonable settlement of the Action, and have arrived at this settlement after arm's-length negotiations by experienced counsel. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this settlement.

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

14. **Severability.** If any term or provision of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will continue to be valid and will be performed, construed and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will be deemed amended and limited in accordance with the intent of the Parties, as determined from the face of the Agreement, to the extent necessary to permit the maximum enforceability or validation of the term or provision.

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

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

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

18. **Representation by Counsel.** The Parties acknowledge that they have been represented by counsel throughout all negotiations that preceded the execution of this Agreement, and this Agreement has been executed with the consent and advice of counsel and reviewed in full.

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

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

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: 06/21/2024, 2024



Daniel Rodriguez

REPUBLIQUE, LLC

Date: _____, 2024

By _____

Name: _____

Title: _____

[Signatures continue on following page.]

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

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

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

IN WITNESS THEREOF, the Parties each acknowledge that he/it has read the foregoing Agreement, accepts, and agrees to the provisions contained in this Settlement Agreement and hereby executes it voluntarily and with full understanding of its consequences.

Date: _____, 2024

Daniel Rodriguez

Date: 6/20, 2024

REPUBLICQUE LLC

By _____

Name: _____

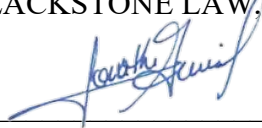
Title: _____

[Signatures continue on following page.]

Approved as to form.

BLACKSTONE LAW, APC

Date: June 20, 2024, 2024



Jonathan M. Genish

Karen I. Gold

Ashley H. Cruz

Marissa A. Mayhood

Attorneys for Plaintiff Daniel Rodriguez

HILL, FARRER & BURRILL LLP

Date: _____, 2024

James A. Bowles

Richard S. Zuniga

Elissa L. Gysi

Attorneys for Defendant Republique, LLC

Approved as to form.

BLACKSTONE LAW, APC

Date: _____, 2024

Jonathan M. Genish
Karen I. Gold
Ashley H. Cruz
Marissa A. Mayhood
Attorneys for Plaintiff Daniel Rodriguez

HILL, FARRER & BURRILL LLP

Date: 6/20/24, 2024

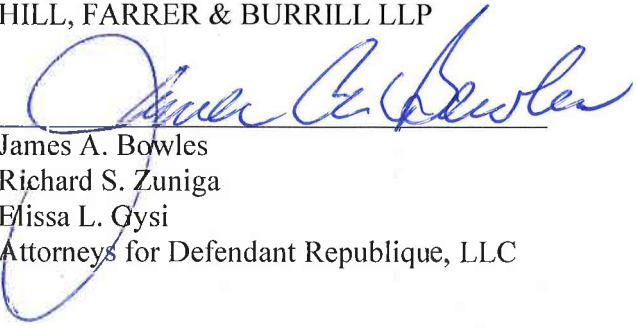

James A. Bowles
Richard S. Zuniga
Elissa L. Gysi
Attorneys for Defendant Republique, LLC

Exhibit A

<<Mailing Date>>

[(INSERT NAME OF SETTLEMENT ADMINISTRATOR) LETTERHEAD]

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Daniel Rodriguez, et al. v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521

Dear <<First Name>><<Last Name>>:

Enclosed you will find a check made payable to you. This is your payment from the court-approved settlement of the lawsuit entitled *Daniel Rodriguez, et al. v. Republique, LLC*, Los Angeles County Superior Court Case No. 23STCV14521 (the “Action”). The court approved the settlement on _____, 2024.

_____ is the third-party administrator who has been appointed by the court to administer the settlement.

The Action was filed against Republique, LLC (“Republique” or “Defendant”) pursuant to the California Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code § 2698 *et seq.* (“PAGA”). The claim was brought on behalf of the State of California and all current and former non-exempt hourly employees who worked for Republique in California at any time during the PAGA Period (May 16, 2022 to February 28, 2024). You have been identified as one of the employees on whose behalf the case was brought because you were employed as a non-exempt employee by Republique during the PAGA Period.

The Plaintiff in the case claimed that Defendant owed penalties under PAGA for certain California Labor Code violations. Defendant denies doing anything wrong and deny owing any penalties. The Parties agreed to resolve the case, and as part of that settlement, Defendant agreed to pay a certain amount of money categorized as PAGA penalties. Under the PAGA statute, the penalties are divided between the State and the aggrieved employees. The amount allocated to employees is being distributed on a *pro rata* basis, based on the respective number of pay periods the employee worked for Defendant during the PAGA Period. The enclosed check represents your portion of the penalties allocated to the employees.

If you have questions, please contact _____ at _____.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement.