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**SUPERIOR COURT OF CALIFORNIA
FOR THE COUNTY OF BUTTE**

Case No. 23CV03464

ELLENA SORNOSO,

Plaintiff,

v.

THE BUCKLE, INC., a Nebraska
Corporation, and Does 1-20,

Defendants.

**JOINT STIPULATION OF PAGA
SETTLEMENT AND RELEASE**

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This Stipulation of Settlement shall be binding on Plaintiff, the State of California, and those persons Plaintiff represents as PAGA Members as provided herein, and on BUCKLE and its present and former parents, affiliated or related companies, shareholders, officers, directors, employees, agents, attorneys, insurers, successors and assigns, and any individual or entity which could be jointly liable with BUCKLE, and their respective counsel, subject to the terms and conditions hereof and the Court's approval.

I. DEFINITIONS

- a. "Action" means the civil action titled *Ellena Sornoso. v. THE BUCKLE, Inc., et al.*, filed in the Superior Court of the State of California, County of Butte, Case No. 23CV03464.
- b. "Agreement," "Stipulation of Settlement," "Settlement," or "Settlement Agreement" means this Joint Stipulation of Settlement and Release.
- c. "Aggrieved Employee List" means the spreadsheet containing the list of Aggrieved Employees that Defendant will, in good faith compile from its records and provide only to the Settlement Administrator in a secure manner on a confidential basis. The Aggrieved Employee List shall include Aggrieved Employees' full names, social security numbers, last known mailing addresses to the extent available in Defendant's business records, and the number of pay periods worked during the PAGA Period.
- d. "BUCKLE's Counsel" and "Defense Counsel" means Littler Mendelson, P.C.
- e. "Complaint" means the operative Complaint filed in the Action.
- f. "Court" means the Superior Court for the State of California, County of Butte.

- 1 g. "Defendant" and "BUCKLE" means THE BUCKLE, INC.
- 2 h. "Effective Date" shall mean the date that this Stipulation of Settlement is approved as provided
3 herein.
- 4 i. "Gross Settlement Amount" means the total amount to be paid by BUCKLE as provided by this
5 Stipulation of Settlement.
- 6 j. "Order" means the Order Granting Approval of Settlement. The Parties will submit a proposed
7 Order with the Motion to Approve this Stipulation of Settlement for consideration by the Court.
- 8 k. "PAGA" means California's Labor Code Private Attorneys General Act of 2004, Cal. Lab. Code
9 § 2698, et seq.
- 10 l. "PAGA Members" or "Aggrieved Employees" means all non-exempt employees who worked for
11 Defendant in California at any point during the PAGA Period. Each of the PAGA Members and
12 Aggrieved Employees shall be referred to herein as a PAGA Member or Aggrieved Employee
13 individually, as context may require.
- 14 m. "PAGA Period" means the period from October 2, 2022, through the date of approval of the PAGA
15 Settlement.
- 16 n. "Parties" means Plaintiff Ellena Sornoso and Defendant BUCKLE, collectively, and "Party" shall
17 mean either Plaintiff or Defendant individually, as context may require.
- 18 o. "LWDA" means the California Labor and Workforce Development Agency.
- 19 p. "LWDA Notice Letter" means the letter Plaintiff filed with the LWDA on October 2, 2023.
- 20 q. "LWDA Payment" means the portion of the payment from the Net Settlement Amount to be paid
21 to the LWDA under the Stipulation of Settlement.
- 22 r. "Net Settlement Amount" means the amount from the Gross Settlement Amount that is available
23 for distribution for the LWDA Payment and for Settlement Shares to the PAGA Members after
24 deducting: (1) Plaintiff Counsel's attorney's fees (not to exceed 1/3 or 33.33%) and costs (not to
25 exceed \$20,000) (the final amount of which is subject to Court approval); and (2) enhancement
26 payment to the representative Plaintiff (not to exceed \$5,000); and (3) the Settlement
27 Administrator's fees and expenses (not to exceed \$4,000). The Net Settlement Amount will be
28 distributed to the LWDA and PAGA Members as provided by this Stipulation of Settlement.

1 s. "Plaintiff" means ELLENA SORNOSO.

2 t. "Plaintiff's Counsel" and "PAGA Counsel" means the law firm of Castle Law: California
3 Employment Counsel, P.C.

4 u. "Released Parties" means Defendant and any of its present and former parents, subsidiaries and
5 affiliated companies or entities, and its respective owners, officers, directors, employees, partners,
6 members, managers, subcontractors, shareholders, attorneys, insurers, reinsurers, and agents, as
7 well as any other successors, assigns and legal representatives and their related persons and
8 entities, and any individual or entity which could be jointly liable with Defendant.

9 v. "Settlement Administrator" means Simpluris, Inc.

10 w. "Settlement Share" means the portion of the Net Settlement Amount allocated to each PAGA
11 Member as provided by this Stipulation of Settlement.

12 **II. FACTUAL BACKGROUND**

13 A. Plaintiff was employed as a non-exempt store manager by BUCKLE in Butte County from
14 May 24, 2023, until June 28, 2023.

15 B. On October 2, 2023, Plaintiff filed an LWDA Notice Letter alleging: (1) Failure to Pay
16 Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Keep Accurate Time Records; (4)
17 Failure to Provide Meal Periods (5) Failure to Provide Rest Periods; (6) Failure to Provide Accurate Wage
18 Statements; (7) Failure to Pay Final Wages; (8) Failure to Reimburse for Business Expenses; and, other
19 Labor Code violations. The LWDA did not indicate an intention to investigate the allegations on its own
20 within the applicable statutory period.

21 C. On December 11, 2023, Plaintiff filed this Action against Defendant seeking to recover
22 civil penalties under PAGA on behalf of herself, other Aggrieved Employees, and the State of California.

23 D. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the
24 claims and allegations alleged in Plaintiff's Complaint and LWDA Notice Letter. Defendant further
25 denies that, for any purpose other than settling this Action, these claims are appropriate for PAGA
26 representative treatment, and contends, among other things, that it has complied with all applicable state,
27 federal and local laws regarding the payment of wages, accurate wage statements, record retention,
28 reimbursement of expenses, and meal and rest period provisions.

1 E. Through arms-length, serious negotiations conducted with a qualified and well-respected
2 neutral third-party mediator and attorney, Michael Loeb, the Parties reached a settlement of all PAGA
3 claims brought in the Action (“Settlement”). On July 31, 2024, Plaintiff and Defendant conducted an all-
4 day mediation session with the neutral mediator after the exchange of information to allow the Parties to
5 evaluate the merits of Plaintiff’s claims and the merits of Defendant’s defenses to those claims. The
6 negotiation between the Parties was adversarial and contentious, while remaining professional. These
7 negotiations allowed the Parties to reach a final resolution as to Plaintiff’s claims under PAGA, which
8 will be submitted to the LWDA, and to the above captioned Court for approval, pursuant to Labor Code
9 section 2699(1)(2). The Parties now enter this detailed, formalized Settlement Agreement with respect to
10 the Complaint, subject to the Court’s approval of the Settlement.

11 F. It is the desire of the Parties to settle, compromise and discharge all disputes and claims
12 that were alleged in Plaintiff’s Complaint and LWDA Notice Letter in this case fully, finally and forever.
13 To achieve a full and complete release of Defendant, Plaintiff and PAGA Counsel acknowledges that this
14 Stipulation of Settlement shall constitute a full and complete settlement and release against the Released
15 Parties of all PAGA Released Claims, including all claims alleged in the Complaint and LWDA Notice
16 Letter, as of the date of the Court’s approval of this Settlement.

17 G. PAGA Counsel has conducted a thorough investigation into the facts of this representative
18 case, including an extensive review of relevant documents and data, and has diligently investigated PAGA
19 Members’ claims against Defendant. Based on their own independent investigation and evaluation,
20 PAGA Counsel are of the opinion that the Settlement with BUCKLE for the consideration and on the
21 terms set forth in this Stipulation of Settlement is fair, reasonable and adequate, and is in the best interest
22 of Plaintiff, the State of California, and PAGA Members in light of all known facts and circumstances,
23 including the risk of significant delay, BUCKLE’s ability to pay, the numerous defenses asserted by
24 Defendant, and various potential appellate issues.

25 H. The Parties agree to cooperate and take all steps necessary and appropriate to consummate
26 this Settlement and to effectuate a judgment. In the event that: (i) the Court does not approve the
27 Settlement as provided herein; or (ii) the Effective Date does not occur for any other reason apart from
28 the Court’s refusal to approve the Settlement, then this Settlement Agreement, including any documents

generated to bring it into effect, will be null and void, and the Parties will be returned to their respective positions as of the date of the Parties' mediation, July 31, 2024.

NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

III. SETTLEMENT TERMS AND CONDITIONS

A. Stipulation of Dismissal for Settlement. Subject to the terms of this Stipulation of Settlement, Plaintiff will stipulate to the dismissal of this Action with prejudice.

B. Representation Regarding PAGA Members. BUCKLE represents that as of April 13, 2024, there were 842 PAGA Members.

C. Gross Settlement Amount. This Settlement provides for mailing of an explanatory notice (as set forth in **Exhibit A** below) and payment of Settlement Shares to all PAGA Members according to a specified formula as provided herein. The Gross Settlement Amount under the Settlement, including all attorneys' fees and costs, settlement administration costs, interest, PAGA penalties and any other payments provided by this Settlement is \$147,500.00. It is understood and agreed that BUCKLE's gross total liability under this Settlement shall not exceed \$147,500.00. It is further understood and agreed that BUCKLE shall have no obligation to pay any person, entity or organization more than its gross total liability under this Settlement as set forth above, which includes the total amount of: (1) the Settlement Shares to the PAGA Members; (2) an enhancement payment to the representative Plaintiff not to exceed \$5,000; (3) the attorneys' fees and costs approved by the Court; (4) the actual fees and expenses of the Settlement Administrator; and (5) the LWDA Payment to the State of California pursuant to PAGA.

Any amount of the Gross Settlement Amount not required to pay administration costs, attorneys' fees and costs, Plaintiff's enhancement payment, and any other payments provided by this Settlement, shall be included in the Net Settlement Amount. The Settlement Share to PAGA Members will be calculated by the Settlement Administrator based on BUCKLE's records and paid out of the Net Settlement Amount as detailed in section (1) below. The Gross Settlement Amount shall be paid by BUCKLE to the Settlement Administrator within fifteen (15) calendar days after the Effective Date.

1. California Private Attorneys' General Act Allocation: Seventy-five Percent (75%) of the Net Settlement Amount will be paid to the State of California LWDA pursuant to

the California Private Attorneys General Act and the remaining 25% will be paid as Settlement Shares to the PAGA Members. The Settlement Shares will be calculated by the Settlement Administrator based on BUCKLE's records and paid out of the Net Settlement Amount as detailed in section (2) below. The Settlement Administrator shall distribute the LWDA Payment and Settlement Shares within thirty (30) calendar days after the Effective Date.

2. Settlement Shares: The Settlement Administrator shall divide the difference between the Net Settlement Amount and the LWDA Payment by the sum of all PAGA Members' pay periods worked during the PAGA Period to calculate an "Estimated Amount Per Pay Period." For each PAGA Member, the Settlement Administrator shall then multiply the Estimated Amount Per Pay Period by the PAGA Member's pay periods worked in the Settlement Period to determine each individual Settlement Share. The Settlement Share process is discussed further below.
3. Allocation and Taxability of Settlement Shares: The individual Settlement Shares payable to PAGA Members shall be considered payment of PAGA penalties, for which IRS Forms 1099 MISC will be issued to the PAGA Members by the Settlement Administrator. Each PAGA Member shall be individually responsible for the PAGA Member's share of taxes attributable to receipt of any payments under this Settlement.
4. Settlement Shares Do Not Trigger Additional Benefits: All Settlement Shares to PAGA Members shall be deemed to be income to such PAGA Members solely in the year in which such awards actually are received by the PAGA Members. It is expressly understood and agreed that the receipt of such Settlement Shares will not entitle any PAGA Member to additional compensation or benefits under any company bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle any PAGA Member to any increased retirement, 401(k) benefits or matching benefits, or deferred compensation benefits. No deductions or contributions for 401(k) shall be made from the Settlement Shares. It is the intent of the Parties that the Settlement Shares provided for in this Agreement

are the sole payments to be made by BUCKLE to PAGA Members in connection with this Settlement, and that the PAGA Members are not entitled to any new or additional compensation or benefits as a result of having received the Settlement Shares (notwithstanding any contrary language or agreement in any benefit or compensation plan document that might have been in effect during the period covered by this Settlement).

5. Attorneys' Fees and Attorneys' Costs: Subject to Court approval, attorneys' fees and costs shall be paid to Plaintiff's Counsel from the Gross Settlement Amount, as set forth below. The Court-approved attorneys' fees and costs will be paid out of a Settlement Administrator-established escrow account to PAGA Counsel within thirty (30) calendar days after the Effective Date. Any reduction by the Court of the Attorneys' fees and costs shall not be sufficient grounds to void the Settlement Agreement. Attorneys' fees and costs are discussed further below.
6. Enhancement Payment: Subject to Court approval, an enhancement payment to Plaintiff shall be paid to Plaintiff from the Gross Settlement Amount, as set forth below. Any reduction by the Court of the enhancement payment shall not be sufficient grounds to void the Settlement Agreement. The Court-approved enhancement payment will be paid out of the Settlement Administrator-established escrow account to PAGA Counsel within thirty (30) calendar days after the Effective Date.
7. Settlement Administrator: The fees of the Settlement Administrator for work done shall be paid from the Gross Settlement Amount. If the Court does not approve the Settlement, the Parties shall evenly split the costs of the Settlement Administrator regardless of the outcome of the Settlement. The Settlement Administrator, Simpluris Inc., has capped the settlement administration fees at \$4,000. Any reduction by the Court of the Settlement Administrator costs shall not be sufficient grounds to void the Settlement Agreement. In the event the actual cost to administer the Settlement exceeds the estimate of the Settlement Administrator to administer the Settlement, any such excess will be deducted from the Gross Settlement Amount. The Court-approved

Settlement Administrator's expenses will be paid within thirty (30) calendar days after the Effective Date. The Settlement Administrator is discussed further below.

8. Tax Consequences: Defendant makes no representations or warranties with respect to tax consequences of any payment under this Settlement Agreement. Plaintiff, PAGA Counsel, Settlement Administrator, and each PAGA Member will be solely responsible for paying all applicable state, local, and federal income taxes on all amounts received pursuant to this Settlement, and they shall not seek any indemnification from the Released Parties in this regard.

IV. SETTLEMENT ADMINISTRATION

The Parties will agree to the appointment of Simpluris, Inc. as the Settlement Administrator. However, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement at any time. The Settlement Administrator will send an agreed-upon explanatory notice of the Settlement, attached hereto as **Exhibit A**, along with the Settlement Share to all PAGA Members as discussed herein. The Settlement Administrator will calculate the Settlement Share amounts due to PAGA Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. Upon receipt of funds from BUCKLE and as provided by the terms of the Settlement, the Settlement Administrator will issue and send out the Settlement Shares to PAGA Members. Tax treatment of the Settlement Shares will be as set forth herein, and in accordance with state and federal tax laws. The Settlement Administrator shall report the payments on a Form 1099 to the federal and state taxing agencies. All disputes relating to the Settlement Administrator's performance of duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

V. ATTORNEYS' FEES AND COSTS

Except as set forth herein, each Party shall bear their own costs and fees of the Action. In consideration for settling this matter and in exchange for the release of claims by the PAGA Members, and subject to approval or modification by the Court, PAGA Counsel's attorneys' fees shall be subtracted from the Gross Settlement Amount as approved by the Court. Subject to Court approval, PAGA Counsel's

1 attorney's fees shall be an amount not to exceed one-third or thirty-three (1/3 or 33.33%) of the Gross
2 Settlement Amount, which is \$49,161.75. In addition, and also subject to Court approval, PAGA Counsel
3 shall be reimbursed for their out-of-pocket expenses incurred in connection with the Action, in the amount
4 set forth in a declaration to be submitted to the Court concurrently with the motion for approval of this
5 Stipulation of Settlement, but not to exceed \$20,000.00. Attorneys' fees and costs approved by the Court
6 will cover all work performed and all fees and costs incurred to date, and all work to be performed and all
7 fees and costs to be incurred in connection with the approval by the Court of this Stipulation of Settlement,
8 the administration of the Settlement, and final judgment in this case. Any reduction by the Court of the
9 attorneys' fees or costs shall not be sufficient grounds to void the Settlement Agreement. The attorneys'
10 fees and costs approved by the Court shall be paid out of the Settlement Administrator's escrow account
11 to PAGA Counsel within thirty (30) calendar days after the Effective Date.

12 **VI. ENHANCEMENT PAYMENTS**

13 In consideration for acting as the named PAGA representative, in exchange for the release of
14 claims, and subject to approval or modification by the Court, Plaintiff's enhancement payment shall be
15 subtracted from the Gross Settlement Amount as approved by the Court. Subject to Court approval, the
16 enhancement payment shall be an amount not to exceed \$5,000. Any reduction by the Court of the
17 enhancement payment shall not be sufficient grounds to void the Settlement Agreement. The enhancement
18 payment approved by the Court shall be paid out of the Settlement Administrator's escrow account to
19 PAGA Counsel within thirty (30) calendar days after the Effective Date.

20 **VII. SETTLEMENT SHARE ADMINISTRATION**

21 A. Within fifteen (15) calendar days after the Court has approved this Stipulation of
22 Settlement, BUCKLE shall provide to the Settlement Administrator a spreadsheet, which will list for each
23 PAGA Member the PAGA Member's name, last-known address, social security number, and the number
24 of pay periods worked during the PAGA Period. This spreadsheet shall be based on BUCKLE's payroll
25 and other business records. Within thirty (30) calendar days after the Effective Date, the Settlement
26 Administrator will mail an explanatory notice (as set forth in **Exhibit A** below) ("Notice") and payment
27 of Settlement Shares to all PAGA Members.

28 B. Prior to the mailing of the Notice and Settlement Shares, the Settlement Administrator will

1 search for updated addresses through the U.S. Postal Service's National Address Database. Notices
2 returned to the Settlement Administrator as non-delivered shall be re-mailed to the forwarding address, if
3 any, on the returned envelope; any returned envelopes with forwarding addresses will be used by the
4 Settlement Administrator to forward the Notice to PAGA Members. If no forwarding address is provided,
5 the Settlement Administrator will perform a computer search for a new address and an additional skip
6 tracing pursuant to its usual and customary procedures.

7 C. All costs associated with the Notices are part of, and included within, the Settlement
8 Administrator's fee, which is deducted from the Gross Settlement Amount.

9 **VIII. SETTLEMENT SHARES PROCESS**

10 A. Within five (5) calendar days after the Effective Date, as defined in this Agreement, the
11 Settlement Administrator will provide BUCKLE with wire transfer information. Within fifteen (15)
12 calendar days after the Effective Date, BUCKLE will transfer the Gross Settlement Amount to the
13 Settlement Administrator via wire transfer.

14 B. Within thirty (30) calendar days after the Effective Date, the Settlement Administrator shall
15 pay the Settlement Share checks from the escrow account, which it will mail to PAGA Members along
16 with the Notice as set forth in Exhibit A. Settlement Share checks shall remain valid and negotiable for
17 180 calendar days from the date of issuance and will be cancelled by the Settlement Administrator if not
18 cashed within that time. The checks provided to PAGA Members shall prominently state the checks will
19 expire in 180 calendar days, or alternatively, such a statement may be made in the explanatory notice
20 accompanying the check. PAGA Members shall be bound by the terms of the Settlement Agreement
21 regardless of whether checks for Settlement Shares are cashed.

22 C. Any unclaimed funds in the Settlement Administrator's account as a result of a failure to
23 timely cash a check for a Settlement Share shall be handled by the Settlement Administrator and be issued
24 to the State Controller Fund, Department of Unclaimed Property in the name of the PAGA Member.

25 **IX. RELEASED CLAIMS**

26 Upon the Effective Date, each PAGA Member, including Plaintiff and the State of California, shall
27 fully release and discharge the Released Parties from any and all claim for civil penalties, attorneys fees,
28 and costs under California Labor Code sections 2698 *et seq.*, including claims for violations of California

1 Labor Code sections 200, 201-204, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1175, 1194, 1194.1, 1194.2,
2 1198, 2698-2699, and 2802, claims arising out of the facts alleged in the Action, the claims asserted by
3 Plaintiff in her LWDA Notice Letter, the Action, and the Complaint, and any other PAGA claims that
4 were raised or could have been raised based on the facts alleged in the LWDA Notice Letter, the Action,
5 or the Complaint, including but not limited to claims related to meal period, rest periods, expense
6 reimbursement, unpaid wages, overtime, off the clock work, regular rate calculations, wage statements, and
7 failure to timely pay wages during employment and at separation (“PAGA Released Claims”). The PAGA
8 Released Claims shall be released against all Released Parties for the PAGA Period. By and through this
9 Settlement each PAGA Member and the State of California forever agrees it, he, or she, or they shall not
10 be entitled to pursue, accept, or recover civil penalties for any PAGA Released Claims against the
11 Released Parties that occurred during the PAGA Period. The PAGA Released Claims expressly exclude
12 claims for vested benefits, wrongful termination, unemployment insurance, disability, social security,
13 workers compensation, class claims, and PAGA civil penalty claims outside of the PAGA Period. Any
14 class claims alleged by Plaintiff will be dismissed without prejudice.

15 The Parties agree that, by law, there is no right for PAGA Members to appeal, object to, opt out
16 of, or otherwise exclude himself, herself, or their self, from the Settlement. Except as otherwise stated, the
17 Parties will jointly defend against any attempt by any PAGA Member or by any entity or agency to
18 intervene in this matter or object to or opt out of this Settlement.

19 **X. PLAINTIFF’S INDIVIDUAL RELEASE**

20 In addition to the PAGA Released Claims, upon the Effective Date, subject to and in compliance
21 with the terms contained in the Parties’ separate Confidential Individual Settlement and Release
22 Agreement, Plaintiff does hereby and forever release and discharge the Released Parties from any and
23 all causes of action, judgments, liens, indebtedness, costs, damages, penalties, obligations, attorneys’
24 fees, losses, claims, liabilities, and demands of whatever kind and character which arise or arose at any
25 point in time from the beginning of time through, up to, and including the date Plaintiff executes this
26 Settlement Agreement, including but not limited to any claims or causes of action arising out of or in
27 any way relating to Plaintiff’s relationship with Defendant. Plaintiff’s released claims include all
28 assigned and derivative claims, whether known or unknown, asserted or unasserted, foreseen or

unforeseen, contingent or absolute, suspected or unsuspected, disclosed or undisclosed, apparent or unapparent, pursuant to any theory of recovery, including whether based in tort, contract, statute, common law, public policy, or other legal theory, and including unknown claims covered by California Civil Code Section 1542 and/or any other applicable state or local law equivalents. The claims released by Plaintiff includes, but are not limited to, claims under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.*; claims under the Fair Credit Reporting Act, 15 U.S.C. §§ 1681, *et seq.*, and any state analogues; any express or implied agreements between Plaintiff and any Released Parties; claims under any law pertaining to employment, wrongful termination, wage statement and recordkeeping violations, or any other perquisites of employment; claims under any other federal, state, county, city, or local law, ordinance, rule, or regulation regarding employment, wages or compensation (and all of their implementing regulations and interpretive guidelines), including but not limited to (i) any claims under the National Labor Relations Act; (ii) any claims for employee benefits under any state or federal law; (iii) any claims under the Employee Retirement Income Security Act of 1974, 29 U.S.C. §§ 1001 *et seq.*; (iv) any claims under PAGA; (v) any claims under the California Business and Professions, Civil, Government and/or Labor Code; (vi) any claims under any applicable California Industrial Welfare Commission Wage Orders, all as amended; and (vii) any claims on the basis of discrimination, harassment or retaliation under any state, federal, or local law, including without limitation, (a) Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000 *et seq.*, (b) the Civil Rights Act of 1866, 42 U.S.C. § 1981, (c) the Civil Rights Act of 1991, (d) the Americans with Disabilities Act, 42 U.S.C. §§ 12101 *et seq.*, (e) the Family and Medical Leave Act of 1993, (f) the California Fair Employment and Housing Act, (g) the California Family Rights Act, (h) the Americans with Disabilities Act, and (i) any other federal, state or local ordinances, all as amended. The claims released by Plaintiff further include, but are not limited to, any claims and causes of action of whatever kind or character, in tort or contract, statutory or otherwise, for legal or equitable relief, any other claims for any form of damages or relief, including liquidated damages, and claims for restitution, statutory or other penalties, punitive damages, equitable relief, litigation costs, interest, attorneys' fees, or any other form of relief. However, this release shall not apply to claims for workers' compensation benefits, unemployment insurance benefits, pension or retirement benefits or any other claim or right that as a matter of law cannot be waived or

1 released. Plaintiff shall be deemed to have, and by operation of the Court's Order and Judgment,
2 expressly waived and relinquished to the fullest extent permitted by law the provisions, rights, and
3 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal or
4 state law that purports to limit the scope of a general release. Plaintiff has read Section 1542 of the Civil
5 Code of the State of California, which provides as follows:

6 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR
7 RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER [OR THEIR]
8 FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR
9 HER [OR THEM], WOULD HAVE MATERIALLY AFFECTED HIS OR HER [OR THEIR]
10 SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

11 Plaintiff understands that Section 1542 gives the right not to release existing claims of which she
12 is not now aware unless Plaintiff voluntarily chooses to waive this right. Having been so apprised,
13 Plaintiff nevertheless voluntarily waives the rights described in Section 1542 and elects to assume all
14 risks for claims that now exist in her favor, known or unknown. This Release is not intended to release
15 any claims that, by law, are not subject to release.

16 **XI. PARTIES' DUTIES TO OBTAIN COURT APPROVAL OF THE PAGA**
17 **SETTLEMENT**

18 PAGA Counsel shall promptly submit this Stipulation of Settlement to the Court after all
19 signatures are obtained. This Settlement shall remain confidential until filed with the Court. Plaintiff
20 shall apply to the Court via noticed motion for entry of an order approving the PAGA Settlement,
21 consistent with the terms provided herein.

22 **XII. PARTIES' AUTHORITY**

23 The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation
24 of Settlement and bind the Parties hereto to the terms and conditions thereof.

25 **XIII. MUTUAL FULL COOPERATION**

26 The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of
27 Settlement, including but not limited to, execution of such documents and taking such other action as
28 reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this

1 Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation
2 of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to
3 effectuate this Stipulation of Settlement and the terms set forth herein.

4 Once the Settlement is final and effective, the Parties agree to seek final dismissal of the Action.
5 Plaintiff agrees to seek dismissal of the PAGA claim and entire lawsuit with prejudice, upon approval of
6 this Stipulation of Settlement by the Court. This Settlement Agreement is contingent upon the issuance
7 by the Court of a final order and judgment approving the Settlement Agreement, dismissal with prejudice
8 of the Complaint and all claims pled therein, and release of all PAGA Released Claims against the
9 Released Parties by Plaintiff, as the representative of the State of California and on behalf of all PAGA
10 Members.

11 As soon as practicable after execution of this Stipulation of Settlement, PAGA Counsel shall, with
12 the assistance and cooperation of BUCKLE and its counsel, take all necessary steps to secure the Court's
13 final approval of this Stipulation of Settlement.

14 **XIV. NO PRIOR ASSIGNMENTS**

15 The Parties and their counsel represent, covenant and warrant that they have not directly or
16 indirectly assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or
17 entity any portion of any liability, claim, demand, action, cause of action or right herein released and
18 discharged except as set forth herein.

19 **XV. SUBMISSION OF ORDER**

20 Plaintiff shall submit a copy of the order providing for or denying an award of civil penalties to
21 the LWDA within ten (10) calendar days after entry of the dismissal and/or Order, in compliance with
22 Section 2699(1)(3) of the California Labor Code.

23 **XVI. WAIVER OF RIGHT TO APPEAL**

24 Provided that the Court's approval of this Settlement is consistent with the material terms of this
25 Stipulation of Settlement, Plaintiff, BUCKLE, and their respective counsel hereby waive any and all rights
26 to appeal the final approval of the Settlement, and the Order therefore will become non-appealable at the
27 time it is entered.

28 **XVII. ATTORNEY AUTHORIZATION**

1 Plaintiff's Counsel, and BUCKLE's Counsel, warrant and represent that they are authorized by
2 Plaintiff and BUCKLE, respectively, to take all appropriate action required or permitted to be taken by
3 such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to execute any other
4 documents required to effectuate the terms of this Stipulation of Settlement. The Parties and their counsel
5 will cooperate with each other and use their best efforts to affect the implementation of the Settlement. In
6 the event the Parties are unable to reach Stipulation of Settlement on the form or content of any document
7 needed to implement the Stipulation of Settlement, or on any supplemental provisions that may become
8 necessary to effectuate the terms of this Stipulation of Settlement, the Parties will seek the assistance of
9 the Court or mediator, and in all cases all such documents, supplemental provisions, and assistance of the
10 Court will be consistent with this Stipulation of Settlement.

11 **XVIII. NOTICES**

12 All notices, demands or other communications given under this Stipulation of Settlement will be
13 in writing and deemed to have been duly given as of the third business day after mailing by United States
14 mail, addressed as follows:

15 ***To Plaintiff and the PAGA Members:***

16 Timothy B. Del Castillo

17 Lisa L. Bradner

18 CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

19 2999 Douglas Blvd., Suite 180

20 Roseville, CA 95661

21 tdc@castleemploymentlaw.com

22 lb@castleemploymentlaw.com

23 ***To Defendant THE BUCKLE, INC.:***

24 Michael Nelson

25 Candace Forte

26 Littler Medelson, P.C.

27 1255 Treat Blvd., Ste 600

28 Walnut Creek, CA 94597

MWNelson@littler.com

CForte@littler.com

XIX. EXECUTION IN COUNTERPART

This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel

1 for the Parties will exchange between themselves original signed counterparts. Facsimile or electronic
2 generated signatures (e.g., DocuSign signatures) will be accepted, which for purposes of this Agreement
3 shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and
4 the same instrument. Any executed counterpart will be admissible in evidence to prove the existence and
5 contents of this Stipulation of Settlement.

6 **XX. ACKNOWLEDGEMENT THAT THE SETTLEMENT IS FAIR AND REASONABLE**

7 The Parties believe that this Settlement Agreement is a fair, adequate, and reasonable settlement
8 of the Action and have arrived at this Settlement Agreement after arms-length negotiations by experienced
9 counsel. The Parties further acknowledge that they are each represented by competent counsel and that
10 they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of
11 this Settlement Agreement.

12 **XXI. BINDING AGREEMENT**

13 The Parties warrant that they understand and have full authority to enter into this Settlement
14 Agreement and further intend that this Settlement Agreement will be fully enforceable and binding on all
15 parties, and agree that it will be admissible and subject to disclosure in any proceedings to enforce its
16 terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal
17 or state law.

18 **XXII. STAY OF LITIGATION**

19 The Parties agree that the continuing litigation of the Action shall be stayed and that the time within
20 which to bring this action to trial shall be extended from the date of the signing of this Settlement
21 Agreement by all Parties until the entry of the Court's final approval order and judgment, or if not entered,
22 the date this Settlement Agreement shall no longer be of any force or effect.

23 **XXIII. GOVERNING LAW**

24 This Settlement Agreement shall be construed under and governed by the law of the State of
25 California. This Settlement Agreement shall be deemed to have been entered into in Butte County,
26 California and all questions of validity, interpretation, or performance of any of its terms or of any rights
27 or obligations of the Parties to this Settlement Agreement shall be governed by California law. If any
28

1 legal or equitable action or arbitration is necessary to enforce the terms of this Settlement Agreement, it
2 shall be brought in the State of California, County of Butte.

3 **XXIV. CONFIDENTIALITY AND PUBLICITY**

4 Plaintiff and Plaintiff's Counsel agree that they will not make any public disclosure of the
5 Settlement Agreement until after the Effective Date, except to the extent specifically authorized by
6 Defendant. After Court approval of the PAGA Settlement, Plaintiff and Plaintiff's Counsel agree not to
7 publicize the specific terms of the Settlement Agreement, including the name of Defendant, with the
8 media, including but not limited to, any newspaper, journal, magazine, website, and/or online reporter of
9 settlements or on any website or social media account.

10 **XXV. NON-ADMISSION**

11 Nothing in this Settlement Agreement shall be construed to be an admission either by Plaintiff that
12 her claims do not have merit or by Defendant of any liability or wrongdoing as to and/or as alleged by
13 Plaintiff, the PAGA Members, or any other person. Defendant specifically disclaims any such liability or
14 wrongdoing. Defendant has denied, and continues to deny, each of the claims and contentions alleged in
15 the Action. The Parties have entered into this Settlement Agreement with the intention to avoid further
16 disputes and litigation with the attendant inconvenience, expenses, and risks. Neither this Settlement
17 Agreement, nor any action taken to carry out the terms of this Settlement Agreement, shall ever be
18 construed as, offered, admitted, received, or deemed to be evidence in any civil, criminal, administrative,
19 or other proceeding against Defendant or any of the other Released Parties, or may be used as an
20 admission, concession, or indication by or against Defendant or any of the other Released Parties of any
21 fault, wrongdoing, or liability whatsoever. The Parties themselves agree not to introduce, use, or admit
22 this Settlement Agreement, directly or indirectly, in this case or any other judicial, arbitral, administrative,
23 investigative, or other forum or proceeding, as purported evidence of any violation of any federal, state,
24 or local law, statute, ordinance, regulation, rule, or executive order, or any obligation or duty at law or in
25 equity, or for any other purpose. Notwithstanding the foregoing, this Settlement Agreement may be used
26 in any proceeding before any court that has as its purpose the interpretation, implementation, or
27 enforcement of this Settlement Agreement or any orders or judgments of the Court entered in connection
28 with the Settlement Agreement.

1 **XXVI. JUDGMENT AND CONTINUED JURISDICTION**

2 After approval of this Settlement, the Court will have continuing jurisdiction pursuant to California
3 Code of Civil Procedure section 664.6, solely for purposes of addressing: (1) the interpretation and
4 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-
5 judgment matters as may be appropriate under the Court's rules or as set forth in this Settlement
6 Agreement.

7 **XXVII. COMPLETE AGREEMENT**

8 This Settlement Agreement contains the entire understanding of the Parties hereto with respect to
9 the subject matter contained herein. There are no restrictions, promises, representations, warranties,
10 covenants, or undertakings governing the subject matter of this Settlement Agreement other than those
11 expressly set forth or referred to herein. This Settlement Agreement supersedes all prior agreements and
12 understandings among the Parties hereto with respect to the subject matter hereof, including, without
13 limitation, the MOU executed by the Parties. This Settlement Agreement cannot be amended or modified
14 except by a writing signed by the Parties hereto or their successors-in-interest.

15 **XXVIII. VALIDITY AND ENFORCEABILITY OF ARBITRATION AGREEMENTS**

16 This Settlement Agreement shall have no impact on the validity or enforceability of the arbitration
17 agreements entered into by Plaintiff and/or the PAGA Members, and the Settlement shall not prejudice
18 Defendant from seeking to enforce such arbitration agreements. The Parties agree that Defendant reserves
19 all rights with respect to any arbitration agreement with Plaintiff and the other PAGA Members and
20 Defendant has not and shall not be deemed to waive the right to enforce any such arbitration agreements.

21 **XXIX. WAIVER.**

22 No waiver of any condition or covenant contained in this Settlement Agreement or failure to
23 exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute a further
24 waiver by such party of the same or any other condition, covenant, right, or remedy.

25 **XXX. SEVERABILITY.**

26 If any term or provision of this Settlement Agreement is held to be invalid or unenforceable, the
27 remaining portions of this Settlement Agreement will continue to be valid and will be performed,
28 construed, and enforced to the fullest extent permitted by law, and the invalid or unenforceable term will

1 be deemed amended and limited in accordance with the intent of the parties, as determined from the face
2 of the Settlement Agreement, to the extent necessary to permit the maximum enforceability or validation
3 of the term or provision.

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5 *[Signatures on Following Page]*
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1 **EXECUTION BY PARTIES AND COUNSEL**

2 IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing
3 Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and
4 hereby executes it voluntarily and with full understanding of its consequences. Accordingly, the Parties
5 and their counsel hereby execute this Stipulation of Settlement.

6 Oct 1, 2024
7 Dated: _____, 2024


Ellena Sornoso (Oct 1, 2024 18:25 PDT)

ELLENA SORNOSO, PLAINTIFF

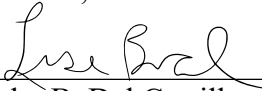
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9 Dated: _____, 2024

THE BUCKLE, INC.
Thomas B. Heacock
Chief Financial Officer

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13 **APPROVED AS TO FORM:**

14 Dated: October 1, 2024

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, P.C.

15
16 By: 
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff ELLENA SORNOSO

17
18
19
20 Dated: _____, 2024

LITTLER MENDELSON, P.C.

21 By:

Michael Nelson
Candace Forte
Attorneys for Defendant THE BUCKLE,
INC.

1 **EXECUTION BY PARTIES AND COUNSEL**

2 IN WITNESS THEREOF, the Parties each acknowledge that he/she/it has read the foregoing
3 Settlement Agreement, accepts and agrees to the provisions contained in this Settlement Agreement and
4 hereby executes it voluntarily and with full understanding of its consequences. Accordingly, the Parties
5 and their counsel hereby execute this Stipulation of Settlement.

6
7 Dated: _____, 2024

ELLENA SORNOSO, PLAINTIFF

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9 Dated: Oct 2, 2024, 2024

Tom Heacock (Oct 2, 2024 05:23 CDT)
THE BUCKLE, INC.
Thomas B. Heacock
Chief Financial Officer

10
11
12
13 **APPROVED AS TO FORM:**

14 Dated: _____, 2024

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, P.C.

15
16 By: _____
Timothy B. Del Castillo
Lisa L. Bradner
Attorneys for Plaintiff ELLENA SORNOSO

17
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20 Dated: October 4, 2024

LITTLER MENDELSON, P.C.

21 By: 

Michael Nelson
Candace Forte
Attorneys for Defendant THE BUCKLE,
INC.

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EXHIBIT A

NOTICE OF PAGA SETTLEMENT

ELLENA SORNOSO. v. THE BUCKLE, INC., et al.
Superior Court of the State of California for the County of Butte (“Court”)
Case No. 23CV03464

Simpluris, Inc.
P.O. Box 26170
Santa Ana, CA 92799
CaseSupport@Simpluris.com
[888-369-3780](tel:888-369-3780)

[Name]
[Address]

You are receiving this Notice because of a lawsuit brought by Ellena Sornoso (“Plaintiff”) against The Buckle, Inc. (“Buckle”) for civil penalties pursuant to the Private Attorneys General Act, California Labor Code § 2698 *et seq.* (“PAGA”).

Buckle strongly denies Plaintiff’s claims. To avoid further time and expense in litigation, Buckle and Plaintiff have agreed to settle the lawsuit, and the Court has approved the settlement. The settlement resolves and releases all the claims that were asserted in the lawsuit on behalf of all non-exempt employees who worked for Buckle in California any time during the period from October 2, 2022, through the date of the Court’s order approving the settlement.

According to Buckle’s records, you are entitled to a share of the settlement, which is for PAGA penalties only, as a current or former employee of Buckle during the period referenced above. Enclosed with this Notice is your settlement check. **The settlement check shall remain valid for one hundred eighty (180) calendar days.** Checks remaining uncashed for more than 180 calendar days after issuance will be tendered to the California Department of Unclaimed Property.

If you have questions, contact the Settlement Administrator at the number above.