AMENDED PAGA SETTLEMENT AGREEMENT

This Amended PAGA Settlement Agreement ("Agreement") is made by and between plaintiff Justin Lewis ("Plaintiff") and defendant Hermes of Paris, Inc. ("HOP"), and replaces and supercedes the previous PAGA Settlement Agreement executed by and between Plaintiff and HOP. The Agreement refers to Plaintiff and HOP collectively as "Parties," or individually as a "Party."

1. DEFINITIONS.

1.1. "*Lewis* Action" means Plaintiff's lawsuit alleging wage and hour violations against HOP captioned *Justin Lewis v. Hermes of Paris, Inc.* (Case No. CGC-24-618955) initiated on October 15, 2024 and pending in Superior Court of the State of California, County of San Francisco.

1.2. "Complaint" means the operative First Amended Class Action Complaint filed by Plaintiff in the *Lewis* Action on December 19, 2024.

1.3. "Class Claims" means the First through Twelfth Causes of Action (and corresponding requests for relief) asserted by Plaintiff on behalf of a putative class in the Complaint.

1.4. "Lewis Claims" means Plaintiff's personal/individual claims and requests for relief asserted on behalf of himself in the First through Twelfth Causes of Action (and corresponding requests for relief) in the Complaint.

1.5. "PAGA Claims" means the Thirteenth Cause of Action (and corresponding requests for relief) asserted by Plaintiff on behalf of himself and the PAGA Group in the Complaint.

1.6. "Administrator" means the neutral, third-party entity the Parties have agreed to appoint to administer the Settlement, subject to approval by the Court.

1.7. "Administration Expenses Payment" means the amount approved by the Court that the Administrator will be paid from the Gross PAGA 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 approval of this Settlement.

1.8. "PAGA Group" means all individuals who were employed by HOP in California as non-exempt employees at any time during the PAGA Period. To be included in the PAGA Group, individuals must have worked at least one shift for HOP in California during the PAGA Period, as determined from HOP's payroll records.

1.9. "PAGA Group Data" means identifying information of members of the PAGA Group in HOP's possession including each PAGA Group Member's name, last-known mailing address, Social Security number, telephone number and/or e-mail address, if available, and dates of employment in California with HOP in a non-exempt position during the PAGA Period.

1.10. "PAGA Group Member Address Search" means the Administrator's investigation and search for current PAGA Group members' 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 PAGA Group members.

1.11. "Approval Order" means the proposed Court Order granting approval of the settlement of the PAGA Claims in the *Lewis* Action, as well as dismissal without prejudice of the Class Claims and dismissal with prejudice of the Lewis Claims.

1.12. "Court" means the Superior Court of California, County of San Francisco.

1.13. "Defense Counsel" means Philippe A. Lebel and Jennifer J. McDermott of Proskauer Rose LLP.

1.14. "Effective Date" means the date on which all of the following events have occurred: (i) this Agreement has been executed by Plaintiff, HOP, and PAGA Counsel; (ii) notice of the Settlement has been provided to the California Labor and Workforce Development Agency ("LWDA") by PAGA Counsel pursuant to Labor Code § 2699(s)(2); (iii) the Court has approved the Settlement; (iv) the Court has entered the Approval Order and Judgment; and (v) the later of the following events: (A) when the period for filing any appeal, writ, or other appellate proceeding opposing 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 Approval Order and Judgment with no right to pursue further remedies or relief.

1.15. "Gross PAGA Settlement Amount" means the total sum of Three Hundred Thirty-Five Thousand Dollars and Zero Cents ($335,000.00) which is the maximum amount HOP agrees to pay under the Settlement, subject to Section 8 below. The Gross PAGA Settlement Amount will be used to satisfy all of HOP's liabilities arising from this Settlement, including to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator Expenses.

1.16. "Individual PAGA Payment" means each PAGA Group member's pro rata share of the Thirty-Five Percent (35%) of the Net PAGA Amount calculated according to the number of PAGA Pay Periods a member of the PAGA Group worked during the PAGA Period.

1.17. "Judgment" means the judgment entered by the Court based upon the Approval Order.

1.18. "LWDA PAGA Payment" means the Sixty-Five Percent (65%) of the Net PAGA Amount paid to the LWDA pursuant to Labor Code § 2699(m).

1.19. "Notice" means the Notice of PAGA Settlement, which shall be subject to Court approval and which the Settlement Administrator shall mail to each member of the PAGA Group at their last known address explaining the general terms of this Settlement and their Individual PAGA Payment. The form of the proposed Notice is attached to this Agreement as **Exhibit A**.

1.20. "PAGA" means the Labor Code Private Attorneys General Act (Cal. Lab. Code §§ 2698. *et seq*.).

1.21. "PAGA Counsel" means Roman Shkodnik and Jean Hopkins Power of D.Law, Inc.—the attorneys representing Plaintiff in the *Lewis* Action.

1.22. "PAGA Counsel Fees Payment" means the amount of Court-approved attorneys' fees awarded to PAGA Counsel that were incurred by PAGA Counsel in connection with their prosecution of the *Lewis* Action, which shall be paid from the Gross PAGA Settlement Amount.

1.23. "PAGA Counsel Litigation Expenses Payment" mean the amount of Court-approved costs to be reimbursed to PAGA Counsel that were incurred by PAGA Counsel in connection with their prosecution of the *Lewis* Action, which shall be paid from the Gross PAGA Settlement Amount.

1.24. "LWDA Notice" means Plaintiff's October 15, 2024 letter to HOP and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a)(1)(A).

1.25. "Net PAGA Amount" means the Gross PAGA Settlement Amount, less the following payments in the amounts approved by the Court: (a) PAGA Counsel Fees Payment, (b) PAGA Counsel Litigation Expenses Payment, and (c) Administration Expenses Payment.

1.26. "PAGA Pay Period" means any pay period during which a member of the PAGA Group worked for HOP for at least one shift during the PAGA Period. The number of PAGA Pay Periods shall be determined based on HOP's payroll records; in the event that HOP is unable to provide a precise count of pay periods to the Settlement Administrator, the Parties agree that the number of PAGA Pay Periods may be determined by taking each PAGA Group Member's dates of employment and dividing the result by seven (7).

1.27. "PAGA Period" means the period from October 15, 2023 through December 15, 2025 (*i.e.*, 60 days after execution of the Parties' Memorandum of Understanding).

1.28. "Released PAGA Claims" means the claims being released by Plaintiff and all PAGA Group Members as part of this Settlement, as described in Section 5.2 below.

1.29. "Released Parties" means HOP and its present, former, or future parents, subsidiaries, owners, officers, members, directors, shareholders, partners, employees, insurers, successors, predecessors, contractors, assigns, and managing agents; and any and all agents, legal representatives, and/or attorneys.

1.30. "Settlement" means the disposition of the *Lewis* Action effected by this Agreement, the Approval Order, and the Judgment.

2. PROCEDURAL BACKGROUND AND RECITALS

2.1. On October 15, 2024, Plaintiff commenced the *Lewis* Action by filing a Class Action Complaint against HOP alleging twelve causes of action for violations of the California Labor Code and the California Business & Professions Code. On December 19, 2024, Plaintiff filed the operative (First Amended) Complaint in which he added a Thirteenth Cause of Action for recovery of civil penalties pursuant to the PAGA. HOP denies the allegations in the Complaint, denies any failure to comply with the laws identified in the Complaint, and denies any and all liability for the causes of action alleged.

2.2. Prior to filing the Complaint, on October 15, 2024, Lewis (through PAGA Counsel) submitted the LWDA Notice. In the LWDA Notice, Plaintiff alleged violations of California Labor Code sections 201, 202, 203, 204, 210, 221, 226, 226.7, 246, 248.1, 248.2, 248.5, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1198, 1199, 2802, 2810.5, 2698, and 2699 *et seq.*, provisions of the Industrial Welfare Commission Wage Orders, and California Business & Professions Code sections 17200 *et seq.*.

2.3. Because Plaintiff had executed an arbitration agreement, HOP took the position that Plaintiff could not pursue any of the Class Claims in the *Lewis* Action in Court and that the Lewis Claims were subject to arbitration on an individual basis. Nonetheless, before resolving any dispute related to whether Plaintiff's claims should proceed in arbitration, the Parties agreed to participate in a mediation to resolve the PAGA Claims and the Lewis Claims.

2.4. On October 16, 2025, the Parties participated in an all-day mediation, presided over by Lou Marlin, Esq., an experienced and respected mediator, which led to the Parties' Settlement embodied in this Agreement.

2.5. Prior to the mediation, HOP provided to Plaintiff and PAGA Counsel, through informal discovery, payroll data for all PAGA Group members for the period between October 15, 2023 and September 5, 2025 and timekeeping data for all PAGA Group members for the period between October 15, 2023 and September 1, 2025, as well as HOP's relevant wage and hour policies.

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

2.7. In addition to and separate from the Gross PAGA Settlement Amount and in consideration of Plaintiff's dismissal of the Lewis Claims with prejudice and his execution of a general release of all known and unknown claims (including a waiver pursuant to California Civil Code section 1542) as to all Released Parties, HOP shall pay Plaintiff a separate payment in the total gross amount of Fifteen Thousand Dollars and No Cents ($15,000.00) (the "Lewis Payment"), which shall be memorialized in a separate individual settlement agreement (the "Individual Agreement"). The Lewis Payment shall be disclosed to the Court upon request and/or in connection with PAGA Counsel's motion for approval of the Settlement.

3. MONETARY TERMS.

3.1. Gross PAGA Settlement Amount. Except as otherwise expressly provided in Section 8 below, HOP promises to pay a total amount of Three Hundred Thirty-Five Thousand Dollars and No Cents ($335,000.00) and no more as the Gross PAGA Settlement Amount. The Gross PAGA Settlement Amount shall be used to satisfy all of HOP's liabilities arising from this Settlement, including the Individual PAGA Payments to the PAGA Group members, the LWDA PAGA Payment, the PAGA Counsel Fees Payment, the PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. HOP has no obligation to pay the Gross PAGA Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross PAGA Settlement Amount without asking or requiring members of the PAGA Group to submit any claim form as a condition of payment. The Gross PAGA Settlement Amount shall be non-reversionary.

3.2. Payments from the Gross PAGA Settlement Amount. The Administrator will make and deduct the following payments from the Gross PAGA Settlement Amount, in the amounts specified by the Court in the Approval Order:

3.2.1. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third (1/3) of the Gross PAGA Settlement Amount, which is currently estimated to be One Hundred Eleven Thousand Six Hundred Sixty-Six Dollars and Sixty-Six Cents ($111,666.66) and PAGA Counsel Litigation Expenses Payment of not more than $30,000. HOP will not oppose requests for Court approval of these payments in these amounts provided that they do not exceed these amounts. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, it shall not affect the Settlement and the Administrator will allocate any portions of either payment not approved by the Court to the Net PAGA Amount. The Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's counsel arising from any claim to any portion of any PAGA Counsel Fees Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment and will report such payments using one or more IRS Form 1099s. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and/or the PAGA Counsel Litigation Expenses Payment and holds HOP harmless, and indemnifies HOP, from any dispute or controversy regarding any division or sharing of any of these payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed $4,750.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than $4,750.00, the Administrator shall allocate the remainder to the Net PAGA Amount.

3.2.3. Net PAGA Amount: The Net PAGA Amount, after deduction from the Gross PAGA Settlement Amount of (a) PAGA Counsel Fees Payment, (b) PAGA Counsel Litigation Expenses Payment, and (c) Administration Expenses Payment, is $188,583.34, which is comprised of the following:

i. To the LWDA: An LWDA PAGA Payment equal to 65%($122,579.17) of the Net PAGA Amount.

ii. To the PAGA Group members: The PAGA Group member's pro rata share of 35% ($66,004.17) of the Net PAGA Amount allocated to the Individual PAGA Payments. The estimated gross average Individual PAGA Payment would be $225.23 per pay period or $112.61 per workweek. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the PAGA Group members' 35% share of Net PAGA Amount by the total number of PAGA Period Pay Periods worked by all PAGA Group members during the PAGA Period and (b) multiplying the result by each PAGA Group member's PAGA Pay Periods. Members of the PAGA Group assume full responsibility and liability for any taxes owed on their Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS Forms 1099. PAGA Group members may not opt out of this Settlement and will be bound by it regardless of whether or not the deposit or cash their Individual PAGA Payments.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. PAGA Group Pay Periods. HOP confirms as of the date of this agreement , there are 288 members of the PAGA Group who worked a total of 13,129 pay periods during the PAGA Period.

4.2. PAGA Group Data. Within twenty (20) business days of the Effective Date, HOP will deliver the PAGA Group Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect PAGA Group members' privacy rights, the Administrator must maintain the PAGA Group Data in confidence, use the PAGA

Group Data only for purposes of this Settlement and for no other purpose, and restrict access to the PAGA Group Data to Administrator employees who need access to the PAGA Group Data to effect and perform under this Agreement.

4.3. Funding of Gross PAGA Settlement Amount. HOP shall fully fund the Gross PAGA Settlement Amount by transmitting the funds to the Administrator within twenty (20) business days of the Effective Date.

4.4. Payments from the Gross PAGA Settlement Amount. Within fourteen (14) business days after HOP funds the Gross PAGA Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment.

4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the members of the PAGA Group via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the void date, which is 180 calendar days after the date of mailing. The Administrator will cancel all checks not cashed or deposited by the void date. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct a PAGA Group Address Search for all members of the PAGA Group whose checks are returned undelivered without USPS forwarding address. Within seven (7) business 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 PAGA Group Address Search. The Administrator need not take further steps to deliver checks to members of the PAGA Group whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any members of the PAGA Group whose original check was lost or misplaced, requested by the PAGA Group member prior to the void date.

4.4.3. For any member of the PAGA Group whose Individual PAGA Payment check is uncashed/undeposited and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California State Controller's Office Unclaimed Property Fund in the name of the individual who failed to cash/deposit their check.

4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the PAGA Group members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when HOP fully funds the entire Gross PAGA Settlement Amount, all members of the PAGA Group will be deemed to have released and forever waived, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all Released PAGA Claims. "Released PAGA Claims" means all claims pled or that could have been pled in the Complaint pursuant to the PAGA based on the facts alleged in the Complaint and/or the LWDA Notice that accrued or arose out of any acts or omissions during the PAGA Period, including claims for attorneys' fees and/or costs pursuant to the PAGA. For purposes of clarity, the Released PAGA Claims shall include any request for PAGA penalties for alleged Labor Code violations based on the facts alleged in the Complaint and/or the LWDA Notice for: meal period or rest break violations or failure to pay meal or rest break premiums; failure to include all amounts of compensation in the calculation of employees' regular rates of pay for purposes of overtime, sick leave, and/or meal or rest break premiums; failure to compensate employees for all time worked at applicable minimum or overtime wage rates; failure to maintain employment or payroll records and/or issue accurate itemized wage statements; failure to reimburse employees for business expenses; and/or failure to timely pay wages to employees during employment or upon termination.

6. **MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT.** The Parties agree to cooperate in the filing of a motion for approval of this Settlement.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code § 2699 (s)(2) including (i) a draft proposed Order Granting Approval of PAGA Settlement, dismissing the Class Claims without prejudice and dismissing the Lewis Claims with prejudice; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve as administrator; competency; operative procedures for protecting the security of PAGA Group 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 PAGA Group members or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel, or Defense Counsel; and (iii) a signed declaration from PAGA Counsel attesting to its timely transmission to the LWDA of all necessary PAGA documents (*i.e.*, LWDA Notice (Labor Code section 2699.3, subd. (a)(1)(A)), Complaint (Labor Code section 2699, subd. (s)(1)), this Agreement (Labor Code section 2699, subd. (s)(2)).

6.2. Responsibilities of Counsel. PAGA Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than twenty (20) calendar days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion. PAGA Counsel is responsible for delivering the Court's Approval Order and Judgment to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties in good faith to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties in good faith to modify the Agreement and otherwise satisfy the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement, the Court declines to approve the Settlement, the entire Agreement is deemed void and unenforceable as if no settlement of any claim were ever reached, and all Parties shall return to their position immediately prior to the Settlement.

6.4. Dismissal of Class Claims. It is understood and agreed that this Settlement is contingent on the Court's dismissal of the Class Claims without prejudice as part of its Approval Order and dismissal of the Lewis Claims with prejudice.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. The Parties have jointly selected PhoenixClass Action Administrative Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administrative Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

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

8. PAGA GROUP SIZE ESTIMATES AND ESCALATOR CLAUSE. HOP confirms that as of the date of this agreement, (1) there are 288 members of the PAGA Group who worked 13,129 Pay Periods during the PAGA Period. Because the PAGA period ends on December 15, 2025, no escalator clause is triggered.

9. CONTINUING JURISDICTION OF THE COURT. The Parties agree that after entry of Judgment, the Court will retain jurisdiction over the Parties, the *Lewis* Action, and the

Settlement pursuant to CCP 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.

9.1. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties and their respective counsel 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.

10. ADDITIONAL PROVISIONS.

10.1. No Admission of Liability, Waiver of Right to Assert Arbitration Agreement, or Admission Regarding 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 HOP that any of the allegations in the Complaint have merit or that HOP has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that HOP's defenses in the *Lewis* Action have merit. The Parties further expressly agree and acknowledge that this Settlement is without any admission or waiver of the right to enforce Plaintiff's arbitration agreement or any arbitration agreement executed by any other PAGA Group member. Further, the Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, HOP reserves all available defenses to the claims in the *Lewis* Action, and Plaintiff reserves the right to contest HOP's defenses. The Settlement, this Agreement, and the Parties' willingness to settle the *Lewis* Action will have no bearing on, and will not be admissible in connection with, any litigation or arbitration (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits and the Confidential Individual Settlement Agreement shall constitute the entire agreement between the Parties relating to the Settlement of the *Lewis* Action, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3. Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and HOP, 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.

10.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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 the mediator, Lou Marlin, Esq., for resolution.

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

10.6. No Tax Advice. Neither Plaintiff, PAGA Counsel, 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.

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

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

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

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

10.11. No Publicity. Neither Plaintiff nor PAGA Counsel shall issue a press release, hold a press conference, publish information about the Settlement on any website or social media, respond to any press inquiries, use the Settlement for marketing purposes, or otherwise publicize the Settlement. However, nothing herein shall preclude PAGA Counsel from disclosing the Settlement in any future motion(s) or declaration(s) filed in connection with class certification, attorneys' fees, and/or approval of a future PAGA settlement.

10.12. Use and Return of PAGA Group Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by HOP in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 60 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff and PAGA Counsel shall destroy all paper and electronic versions of PAGA Group Data received from HOP.

10.13. 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.

10.14. 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.

10.15. Notice. All notices, demands, or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Roman Shkodnik
rshkodnik@d.law
Jean Hopkins Power
j.power@d.law
D.LAW, INC.
450 N. Brand Boulevard, Suite 840
Glendale, CA 91025
Phone: (818) 962-6465
Facsimile: (818) 962-6469

To HOP:

Philippe A. Lebel
plebel@proskauer.com
Jennifer J. McDermott
jmcdermott@proskauer.com
PROSKAUER ROSE LLP
2029 Century Park East, 24th Floor
Los Angeles, CA 90067
Telephone: (310) 557-2900
Facsimile: (310) 557-2193

10.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronic signature, 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. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

10.17. Court Filings. The Parties agree not to object to any Court filings consistent with this Agreement.

10.18. 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 and obtain Court approval of the Settlement. The Parties further agree that upon the signing of this Agreement that pursuant to section 583.330 of the Code of Civil Procedure to extend the date to bring a case to trial under section 583.310 of the Code of Civil Procedure for the entire period of this settlement process. In the event the Settlement is not finally approved, or is terminated, cancelled, or fails to become effective for any reason, the Parties shall revert back to their respective positions as of before entering into the Settlement.

10.19. Disputed Claims. If there is a dispute regarding the number of PAGA Pay Periods worked by any PAGA Group member, HOP's records will be presumed accurate. If an individual disputes HOP's records, he/she/they will have the burden of proof to establish otherwise with documentary evidence.

11. EXECUTION BY PARTIES AND COUNSEL

The Parties hereby agree to the terms of this Settlement and the Agreement:

Dated: 3/21/2026

Signed by:
Justin Lewis
36A605DDFA9C40A...
Plaintiff Justin Lewis

Dated: 23 March 2026

Signed by:
64F54300F241477...
Ginny Kaltabanis
Executive Vice President of Human Resources

For Defendant Hermes of Paris, Inc.

Dated: March 20, 2026

Jean H. Power
Roman Shkodnik
Jean Hopkins Power
D.LAW, INC.

Attorney for Plaintiff Justin Lewis and the PAGA Group

EXHIBIT A

EXHIBIT A

Notice of Settlement Payment

Lewis v. Hermes of Paris, Inc.
San Francisco Superior Court Case No. CGC-24-618955

Phoenix
[Administrator Address Line 1]
[Administrator Address Line 2]
[Administrator Telephone Number]

[PAGA Group Member Name]
[PAGA Group Member Address Line 1]
[PAGA Group Member Address Line 2]

You are receiving this Notice because you are a part of the Settlement Group and are entitled to a portion of the Employee Settlement Fund in connection with a settlement of a wage and hour lawsuit brought by Justin Lewis ("Plaintiff" or "Mr. Lewis"), a former employee of Hermes of Paris, Inc.'s ("HOP") San Francisco boutique.

Mr. Lewis initially asserted the following wage and hour claims on behalf of himself and a putative class of other non-exempt HOP employees in California: (1) failure to pay minimum wages; (2) failure to pay overtime wages and/or failure to pay overtime at the correct regular rate of pay; (3) failure to provide compliant meal periods (or premiums); (4) failure to provide compliant rest breaks (or premiums); (5) failure to pay sick leave; (6) unlawful deductions from wages; (7) failure to timely pay wages upon termination of employment; (8) failure to timely pay wages during employment; (9) failure to maintain required pay records; (10) failure to provide accurate wage statements; and (11) failure to reimburse employees for necessary business expenses (the "Class Claims"). In addition to the Class Claims, Mr. Lewis also sought to recover civil penalties on behalf of himself and other non-exempt HOP employees in California pursuant to California Labor Code section 2698 *et seq*., deriving from the same alleged Labor Code violations.

HOP denied the allegations in Mr. Lewis' lawsuit and maintained that it properly paid all non-exempt employees in California. In addition, as to the Class Claims, HOP maintained that Mr. Lewis' own claims were subject to arbitration pursuant to his arbitration agreement. Nevertheless, to avoid further costs, disruption, and/or uncertainty associated with litigating Mr. Lewis' lawsuit, the parties decided to resolve Mr. Lewis' lawsuit and enter into this settlement. Each of the parties and their respective counsel believe that the settlement is fair and reasonable. The Court has approved the parties' settlement and judgment has now been entered.

In addition to a resolution of the PAGA claims, Mr. Lewis and HOP also entered into a separate individual settlement agreement in which HOP agreed to pay Mr. Lewis a separate payment in the total gross amount of $15,000.00 in consideration of Mr. Lewis' dismissal of his individual wage and hour claims with prejudice. Because of Mr. Lewis' arbitration agreement, Mr. Lewis also agreed to dismiss the Class Claims he originally pled on behalf of others without prejudice. Accordingly, the Class Claims have been dismissed from the lawsuit, and this is a PAGA-only settlement of just the claim for PAGA penalties.

All Settlement Group members are bound by this settlement and will have released claims arising out of the facts pled in Mr. Lewis' Complaint pursuant to the PAGA up to and including the end of the PAGA Period. Individuals are not able to exclude themselves or opt-out from this settlement.

The total settlement amount is $335,000.00. Of that total settlement amount, the court has approved an award of $________ to attorneys' fees; $________ to litigation costs; and $4,750.00 to administrative costs. The net settlement, after deduction of the attorneys' fees, litigation costs, and administrative costs, is $________.

Of the net settlement, approximately $________ (the "Employee Settlement Fund") will be allocated and paid to individuals who worked for HOP in California as non-exempt/hourly-paid employees between October 15, 2023 and December 15, 2025 (the "Settlement Group"). Individual settlement payments are based on the number of pay periods that each member of the Settlement Group worked for HOP in California in a non-exempt/hourly-paid position. The estimated gross average individual settlement payment would be approximately $________ per pay period. The remaining $________ of the net settlement will be distributed to the California Labor & Workforce Development Agency, as required under the PAGA.

All individuals who fall within the Settlement Group will be included in the settlement and will receive a settlement check, based on the number of pay periods that they worked for HOP in California between October 15, 2023 and December 15, 2025, which is the period encompassed by the settlement.

According to HOP's payroll records, **you worked for HOP in California in a non-exempt/hourly-paid position for [#] pay periods between October 15, 2023 and December 15, 2025**. Accordingly**, you are receiving an individual settlement check in the total gross amount of $[###.##]**.

The enclosed settlement check shall remain valid for 180 days. If you do not cash or deposit the settlement check within 180 days of its issuance, the settlement administrator will transmit the funds represented by your check to the California State Controller's Office Unclaimed Property Fund where the funds may be claimed.

Please Note: One hundred percent (100%) of the enclosed settlement payment will be reported as non-wages to the Internal Revenue Service ("IRS"); you shall receive an IRS Form 1099 for this payment at the appropriate time. You should rely on your own tax advisors as to the tax consequences of your enclosed settlement payment and neither Plaintiff (nor his counsel) nor HOP (nor its counsel) have made or will make any representations or warranties regarding the taxation of your settlement check. Nothing within this Notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

Do not call or write the Superior Court to ask questions about the settlement or your individual settlement check. If you have any questions, you may call or write to ______________ (the settlement administrator) using the contact information at the top of this Notice.