

1 1.7 “Class Counsel” or “Plaintiffs’ Counsel” means CounselOne, PC and Lawyers *for*
2 Justice, PC.

3 1.8 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
4 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and
5 expenses, respectively, incurred to prosecute the Action.

6 1.9 “Class Data” means Class Member identifying information in Defendants’
7 possession including the Class Member’s name, last-known mailing address, Social Security
8 number, and number of Class Period Workweeks and PAGA Pay Periods.

9 1.10 “Class Member” or “Settlement Class Member” means a member of the Class, as
10 either a Participating Class Member or Non-Participating Class Member (including a Non-
11 Participating Class Member who qualifies as an Aggrieved Employee).

12 1.11 “Class Member Address Search” means the Administrator’s investigation and search
13 for current Class Member mailing addresses using all reasonably available sources, methods and
14 means including, but not limited to, the National Change of Address database, skip traces, and direct
15 contact by the Administrator with Class Members.

16 1.12 “Class Notice” means the COURT APPROVED NOTICE OF CLASS AND
17 REPRESENTATIVE ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT
18 APPROVAL, to be mailed to Class Members in English and Spanish in the form, without material
19 variation, attached as Exhibit A and incorporated by reference into this Agreement.

20 1.13 “Class Period End Date” is the date selected by the Parties pursuant to Paragraph 8
21 below.

22 1.14 “Class Representatives” means the named Plaintiffs in the operative complaint in the
23 *Titkos* Action and *Polanco* Action seeking Court approval to serve as a Class Representative.

24 1.15 “Class Representative Service Payments” means the payments to the Class
25 Representatives for prosecuting the *Titkos* Action and *Polanco* Action and providing services in
26 support of the *Titkos* Action and *Polanco* Action .

27 1.16 “Court” means the Superior Court of California, County of Los Angeles.
28

1 1.17 “Defendants” means named Defendants Rag & Bone Industries, LLC (as noted
2 above, “RBI”) and Rag Trader Retail, LLC (as noted above, “RTR”).

3 1.18 “Defense Counsel” means Freeman Mathis & Gary, LLP.

4 1.19 “Effective Date” means the date by when both of the following have occurred: (a)
5 the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the
6 Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
7 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one
8 or more Participating Class Members objects to the Settlement, the day after the deadline for filing
9 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after
10 the appellate court affirms the Judgment and issues a remittitur.

11 1.20 “Final Approval” means the Court’s order granting final approval of the Settlement.

12 1.21 “Final Approval Hearing” means the Court’s hearing on the Motion for Final
13 Approval of the Settlement.

14 1.22 “Gross Settlement Amount” means \$396,000, which is the total amount Defendants
15 agree to pay under the Settlement except as provided in Paragraph 8 below. The Gross Settlement
16 Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA
17 PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
18 Representative Service Payments and the Administration Expenses Payment, but exclusive of the
19 employer share of any payroll taxes, which shall remain Defendants’ responsibility separately.

20 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share
21 of the Net Settlement Amount calculated according to the number of Workweeks worked during the
22 Class Period.

23 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
24 25% of the PAGA Penalties calculated according to the number of Workweeks worked during the
25 PAGA Period.

26 1.25 “Judgment” means the judgment entered by the Court based upon the Final
27 Approval.

28

1 1.26 “LWDA” means the California Labor and Workforce Development Agency, the
2 agency entitled, under Labor Code section 2699, subdivision (i).

3 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA
4 under Labor Code section 2699, subdivision (i).

5 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following
6 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
7 Payment, Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel
8 Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
9 paid to Participating Class Members as Individual Class Payments.

10 1.29 “Non-Participating Class Member” means any Class Member who opts out of the
11 Settlement by sending the Administrator a valid and timely Request for Exclusion.

12 1.30 “PAGA Pay Period” means any pay period during which an Aggrieved Employee
13 worked for either of the Defendants for at least one day during the PAGA Period.

14 1.31 “PAGA Period” means the period from December 6, 2020 through the Class Period
15 End Date.

16 1.32 “PAGA” means the Private Attorneys General Act (Lab. Code, §§ 2698, et seq.).

17 1.33 “PAGA Notice” means Plaintiff Manuel Polanco’s letter to Defendant RBI, RTR,
18 and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a), dated
19 December 6, 2021 and subsequently amended November 1, 2023.

20 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from
21 the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$10,000.00) and the
22 75% to LWDA (\$30,000.00) in settlement of PAGA claims.

23 1.35 “Participating Class Member” means a Class Member who does not submit a valid
24 and timely Request for Exclusion from the Settlement.

25 1.36 “Plaintiffs” mean Manuel Polanco and Brandi Titkos , the named plaintiffs in the
26 *Polanco* Action and *Titkos* Action, respectively.

27 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of
28 the Settlement.

1 1.38 “Released Class Claims” means the claims being released as described in Paragraph
2 5.2 below.

3 1.39 “Released PAGA Claims” means the claims being released as described in Paragraph
4 5.3 below.

5 1.40 “Released Parties” means Defendants and any and all of their current, former, and
6 future officers, owners, directors, shareholders, members, partners, principals, agents, employees,
7 insurers, reinsurers, accountants, attorneys, subsidiaries, parents, affiliates, successors, and
8 predecessors.

9 1.41 “Request for Exclusion” means a Class Member’s submission of a written request to
10 be excluded from the Settlement signed by the Class Member.

11 1.42 “Response Deadline” means 45 days after the Administrator mails Notice to Class
12 Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a)
13 fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or
14 their Objection to the Settlement. Class Members to whom Notices are resent after having been
15 returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the
16 Response Deadline has expired.

17 1.43 “Settlement” means the disposition of the *Titkos* Action and *Polanco* Action effected
18 by this Agreement and the Judgment.

19 1.44 “Workweek” means any week during which a Class Member worked for Defendants
20 for at least one day, during either of the RBI or RTR Class Periods.

21 **2. RECITALS.**

22 2.1 On December 6, 2021, Plaintiff Polanco submitted letter notice to Defendant RBI
23 and the LWDA pursuant to Labor Code section 2699.3, subdivision (a). Plaintiff Polanco and
24 Defendant RBI entered into a tolling agreement pending preliminary settlement discussions. On
25 January 27, 2022, Plaintiff Titkos commenced the *Titkos* Action. On July 28, 2022, Plaintiff Polanco
26 commenced the *Polanco* Action. On October 23, 2023 Plaintiff Polanco filed a First Amended
27 Complaint in the *Polanco* Action, alleging claims against both Defendants RTR and RBI. The First
28 Amended Complaint is the operative complaint in the *Polanco* Action and the initial complaint is

1 the operative complaint in the *Titkos* Action (collectively the “Operative Complaints”). Defendants
2 deny the allegations in the Operative Complaints, deny any failure to comply with the laws identified
3 in the Operative Complaints and deny any and all liability for the causes of action alleged.

4 2.2 The Parties participated in an all-day mediation presided over by Marc J. Feder,
5 Esquire, which led to this Agreement to settle the *Titkos* Action and the *Polanco* Action.

6 Prior to mediation, Plaintiffs obtained, through extensive informal discovery and
7 investigation, information and documentation concerning the alleged violations, such as
8 Defendants’ written policies concerning those claims, including Defendants’ employee handbooks,
9 policies and procedures regarding the payment of wages, the provision of meal and rest breaks, and
10 time keeping policies, such as recording hours, issuance of wage statements, and providing all wages
11 at separation, as well as composite data regarding the number of Class Members and Aggrieved
12 Employees and the mix of current versus former employees, total number of pay periods, total
13 number of workweeks, and the average hourly rate in effect. Defendants also produced a sample of
14 time and pay records for Class Members and Aggrieved Employees. Plaintiffs’ investigation was
15 sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996)
16 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-
17 130 (“*Dunk/Kullar*”).

18 2.3 The Court has not granted class certification.

19 2.4 The Parties, Class Counsel and Defense Counsel represent that they are not aware of
20 any other pending matter or action asserting claims that will be extinguished or affected by the
21 Settlement.

22 **3. MONETARY TERMS.**

23 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below,
24 Defendants promise to pay \$396,000, and no more, as the Gross Settlement Amount (and to
25 separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class
26 Payment). Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes)
27 prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the
28 entire Gross Settlement Amount without asking or requiring Participating Class Members or

1 Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement
2 Amount will revert to Defendants.

3 3.2 Payments from the Gross Settlement Amount. The Administrator will make and
4 deduct the following payments from the Gross Settlement Amount, in the amounts specified by the
5 Court in the Final Approval:

6 3.2.1 To Plaintiffs: Class Representative Service Payments to the Class
7 Representatives of not more than \$7,500 each (\$15,000 in the aggregate). Defendants will not
8 oppose Plaintiffs' request for Class Representative Service Payments that do not exceed these
9 amounts. As part of the motion for Class Counsel Fees Payment and Class Counsel Litigation
10 Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service
11 Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves
12 Class Representative Service Payments in amounts less than requested, the Administrator will retain
13 the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative
14 Service Payments using IRS 1099 Forms. Plaintiffs assume full responsibility and liability for
15 employee taxes owed on the Class Representative Service Payments.

16 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than 35%,
17 which is currently estimated to be \$138,600.00, and a Class Counsel Litigation Expenses Payment
18 of not more than \$20,000.00. Defendants will not oppose requests for these payments provided that
19 they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class
20 Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days
21 prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a
22 Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
23 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
24 Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion any Class
25 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will
26 pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or
27 more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the
28 Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold

1 Defendants harmless, and indemnify Defendants, from any dispute or controversy regarding any
2 division or sharing of any of these payments.

3 3.2.3 To the Administrator: An Administration Expenses Payment not to exceed
4 \$15,000.00 except for a showing of good cause and as approved by the Court. To the extent the
5 Administration Expenses Payment is less or the Court approves payment less than \$15,000.00, the
6 Administrator will retain the remainder in the Net Settlement Amount.

7 3.2.4 To Each Participating Class Member: An Individual Class Payment
8 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
9 by all Participating Class Members during the Class Period and (b) multiplying the result by each
10 Participating Class Member's Workweeks.

11 3.2.4.1 Tax Allocation of Individual Class Payments. 20% of each
12 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
13 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported
14 on an IRS W-2 Form. The 80% of each Participating Class Member's Individual Class Payment will
15 be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-
16 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
17 Participating Class Members assume full responsibility and liability for any employee taxes owed
18 on their Individual Class Payment.

19 3.2.4.2 Effect of Non-Participating Class Members on Calculation of
20 Individual Class Payments. Non-Participating Class Members will not receive any Individual Class
21 Payments. The Administrator will retain amounts equal to their Individual Class Payments in the
22 Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

23 3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount
24 of \$40,000.00 to be paid from the Gross Settlement Amount, with 75% (\$30,000.00) allocated to
25 the LWDA PAGA Payment and 25% (\$10,000.00) allocated to the Individual PAGA Payments.

26 3.2.5.1 The Administrator will calculate each Individual PAGA
27 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
28 (\$10,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees

1 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA
2 Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes
3 owed on their Individual PAGA Payment.

4 3.2.5.2 If the Court approves PAGA Penalties of less than the amount
5 requested, the Administrator will allocate the remainder to the Net Settlement Amount. The
6 Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

7 **4. SETTLEMENT FUNDING AND PAYMENTS.**

8 4.1 Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its
9 records as of March 21, 2023, Defendants estimate there are 208 Class Members who collectively
10 worked a total of 4,946 Workweeks, and 75 Aggrieved Employees who worked a total 2,041 of
11 PAGA Pay Periods.

12 4.2 Class Data. Not later than ten (10) calendar days after the Court grants Preliminary
13 Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the
14 Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy
15 rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for
16 purposes of this Settlement and for no other purpose, and restrict access to the Class Data to
17 Administrator employees who need access to the Class Data to effect and perform under this
18 Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover
19 that the Class Data omitted class member identifying information and to provide corrected or
20 updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which
21 Defendants must send the Class Data to the Administrator, the Parties and their counsel will
22 expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related
23 to missing or omitted Class Data.

24 4.3 Funding of Gross Settlement Amount/Structured Settlement Payments. Funding of
25 the Gross Settlement Amount shall take place via three (3) structured installment payments, as
26 follows:

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1 a. Defendants shall remit payment in the amount of \$132,000, representing the
2 First Installment of the Gross Settlement Amount, to the Administrator on or before 10 days
3 following notice of entry of the Court's order granting preliminary approval of the settlement.

4 b. Defendants shall remit payment in the amount of \$132,000, representing the
5 Second Installment of the Gross Settlement Amount, to the Administrator 60 days after the date the
6 First Installment payment is due.

7 c. Defendant shall remit payment in the amount of \$132,000, representing the
8 Third Installment of the Gross Settlement Amount, to the Administrator 60 days after the date the
9 Second Installment payment is due.

10 4.4 Payments from the Gross Settlement Amount. Within ten (10) calendar days after
11 Defendants fully fund the Gross Settlement Amount (i.e., after the Third Installment noted in
12 Paragraph 4.3 above), the Administrator will mail checks for all Individual Class Payments, all
13 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
14 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
15 Representative Service Payments.

16 4.4.1 The Administrator will issue checks for the Individual Class Payments
17 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail,
18 postage prepaid. The face of each check shall prominently state the date (not less than 180 days after
19 the date of mailing) when the check will be voided. The Administrator will cancel all checks not
20 cashed by the void date. The Administrator will send checks for Individual Settlement Payments to
21 all Participating Class Members (including those for whom Class Notice was returned undelivered).
22 The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees
23 including Non-Participating Class Members who qualify as Aggrieved Employees (including those
24 for whom Class Notice was returned undelivered). The Administrator may send Participating Class
25 Members a single check combining the Individual Class Payment and the Individual PAGA
26 Payment. Before mailing any checks, the Settlement Administrator must update the recipients'
27 mailing addresses using the National Change of Address Database.

28

1 4.4.2 The Administrator must conduct a Class Member Address Search for all
2 other Class Members whose checks are returned undelivered without United States Postal Service
3 (“USPS”) forwarding address. Within seven (7) days of receiving a returned check the
4 Administrator must re-mail checks to the USPS forwarding address provided or to an address
5 ascertained through the Class Member Address Search. The Administrator need not take further
6 steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The
7 Administrator shall promptly send a replacement check to any Class Member whose original check
8 was lost or misplaced, requested by the Class Member prior to the void date.

9 4.4.3 For any Class Member whose Individual Class Payment check or
10 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
11 shall transmit the funds represented by such checks to a Court-approved nonprofit organization or
12 foundation consistent with Code of Civil Procedure section 384, subdivision (b) (“Cy Pres
13 Recipient”). The Parties, Class Counsel and Defense Counsel represent that they have no interest or
14 relationship, financial or otherwise, with the intended Cy Pres Recipient.

15 4.4.4 The payment of Individual Class Payments and Individual PAGA
16 Payments shall not obligate Defendants to confer any additional benefits or make any additional
17 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
18 this Agreement.

19 **5. RELEASES OF CLAIMS.** Effective on the date as of which Defendants have fully funded
20 the entire Gross Settlement Amount and have paid all employer payroll taxes owed on the Wage
21 Portion of the Individual Class Payments, Plaintiffs, Class Members, and Class Counsel will release
22 claims against all Released Parties as follows:

23 5.1 Plaintiffs’ Releases. Together, the following are “Plaintiffs’ Releases”:

24 a. Plaintiff Polanco and his respective former and present spouses,
25 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
26 and discharge Released Parties from all claims, transactions or occurrences that occurred from
27 December 6, 2020 through the Class Period End Date, including, but not limited to: (a) all claims
28 that were, or reasonably could have been, alleged, based on the facts contained, in the Operative

1 Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on
2 facts contained in the Operative Complaints, Plaintiff Polanco’s PAGA Notice, or ascertained
3 during the *Polanco* Action or *Titkos* Action and released under 5.2, below (“Plaintiff Polanco’s
4 Release”).

5 b. Plaintiff Polanco’s Release does not extend to any claims or actions to
6 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
7 benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on
8 occurrences outside the time period from December 6, 2020 through the Class Period End Date.
9 Plaintiff Polanco acknowledge that Plaintiff Polanco may discover facts or law different from, or in
10 addition to, the facts or law that Plaintiff Polanco now knows or believes to be true but agrees,
11 nonetheless, that Plaintiff Polanco’s Release shall be and remain effective in all respects,
12 notwithstanding such different or additional facts or Plaintiff Polanco’s discovery of them.

13 c. Plaintiff Titkos and her respective former and present spouses,
14 representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release
15 and discharge Released Parties from all claims, transactions or occurrences that occurred from
16 January 27, 2018 through the Class Period End Date, including, but not limited to: (a) all claims that
17 were, or reasonably could have been, alleged, based on the facts contained, in the Operative
18 Complaints and (b) all PAGA claims that were, or reasonably could have been, alleged based on
19 facts contained in the Operative Complaints, or ascertained during the *Titkos* Action or *Polanco*
20 Action and released under 5.2, below (“Plaintiff Titkos’ Release”).

21 d. Plaintiff Titkos’ Release does not extend to any claims or actions to enforce
22 this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits,
23 social security benefits, workers’ compensation benefits that arose at any time, or based on
24 occurrences outside the time period from January 27, 2018 through the Class Period End Date.
25 Plaintiff Titkos acknowledges that Plaintiff Titkos may discover facts or law different from, or in
26 addition to, the facts or law that Plaintiff Titkos now knows or believes to be true but agrees,
27 nonetheless, that Plaintiff Titkos’ Release shall be and remain effective in all respects,
28 notwithstanding such different or additional facts or Plaintiff Titkos’ discovery of them.

1 5.1.1 Plaintiffs’ Waiver of Rights Under Civil Code Section 1542. For purposes of
2 Plaintiffs’ Releases, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if
3 any, of section 1542 of the Civil Code, which reads:

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

7 5.2 Release by Participating Class Members Who Are Not Aggrieved Employees: All
8 Participating Class Members, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors and assigns, release Released
10 Parties from all claims that were alleged, and any additional wage and hour claims that could have
11 reasonably could have been alleged, during either (i) the period from December 6, 2020 to the Class
12 Period End Date in relation to RBI, or (ii) the period from January 27, 2018 through the Class Period
13 End Date in relation to RTR, as applicable, based on the facts stated in the Operative Complaints
14 and Plaintiff Polanco’s PAGA Notice. Except as set forth in Section 5.3 of this Agreement,
15 Participating Class Members do not release any other claims, including claims for vested benefits,
16 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
17 disability, social security, workers’ compensation or claims based on facts occurring outside either
18 (i) the period from December 6, 2020 to the Class Period End Date in relation to RBI, or (ii) the
19 period from January 27, 2018 through the Class Period End Date in relation to RTR, as applicable.

20 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All
21 Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf
22 of themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors and assigns, the Released Parties from all claims for PAGA penalties
24 during the PAGA Period that were alleged, or reasonably could have been alleged, based on the
25 facts stated in the Operative Complaints and Plaintiff Polanco’s PAGA Notice, including, e.g., any
26 and all claims involving any alleged failure to pay minimum wages, overtime wages, premium
27 payments for non-compliant meal and rest periods, and timely wages during employment and
28 separation of employment, accurate wage statements.

1 **6. MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs' Counsel shall prepare and file
2 a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the
3 Court's current checklist for Preliminary Approvals.

4 6.1 Defendants' Declaration in Support of Preliminary Approval. Within fifteen (15)
5 days of the full execution of this Agreement, Defendants will prepare and deliver to Class Counsel
6 a signed Declaration from Defendants and Defense Counsel disclosing all facts relevant to any
7 actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their
8 Declarations, Defense Counsel and Defendants shall aver that they are not aware of any other
9 pending matter or action asserting claims that will be extinguished or adversely affected by the
10 Settlement.

11 6.2 Plaintiffs' Responsibilities. Plaintiffs will prepare and deliver to Defense Counsel all
12 documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and
13 memorandum in support of the Motion for Preliminary Approval that includes an analysis of the
14 Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
15 section 2699, subdivision (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and
16 Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
17 the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to
18 its willingness to serve; competency; operative procedures for protecting the security of Class Data;
19 amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all
20 facts relevant to any actual or potential conflicts of interest with Class Members and the proposed
21 Cy Pres]; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or
22 Defense Counsel; (v) signed declarations from each of the Plaintiffs confirming willingness and
23 competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest
24 with Class Members and/or the Administrator and the proposed Cy Pres (vi) a signed declaration
25 from each Class Counsel firm attesting to their competency to represent the Class Members; their
26 timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations
27 (Lab. Code, § 2699.3, subd. (a)), Operative Complaints (Lab. Code, § 2699, subd. (l)(1)), and this
28 Agreement (Lab. Code, § 2699, subd. (l)(2))); (vii) all facts relevant to any actual or potential

1 conflict of interest with Class Members, the Administrator, and the Cy Pres Recipient. In their
2 Declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending
3 matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

4 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly
5 responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than
6 sixty (60) days after the full execution of this Agreement; obtaining a prompt hearing date for the
7 Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for
8 Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval
9 to the Administrator.

10 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for
11 Preliminary Approval and/or the supporting declarations and documents, Class Counsel and
12 Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or
13 by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary
14 Approval or conditions Preliminary Approval on any material change to this Agreement, Class
15 Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting
16 in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the
17 Court's concerns.

18 **7. SETTLEMENT ADMINISTRATION.**

19 7.1 Selection of Administrator. The Parties have jointly selected CPT Group, Inc. to
20 serve as the Administrator and verified that, as a condition of appointment, it agrees to be bound by
21 this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange
22 for I Administration Expenses Payment. The Parties and their Counsel represent that they have no
23 interest or relationship, financial or otherwise, with the Administrator other than a professional
24 relationship arising out of prior experiences administering settlements.

25 7.2 Employer Identification Number. The Administrator shall have and use its own
26 Employer Identification Number for purposes of calculating payroll tax withholdings and providing
27 reports to state and federal tax authorities.

28

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

4 7.4 Notice to Class Members.

5 7.4.1 No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state the number of Class
7 Members, PAGA Members, Workweeks and Pay Periods in the Class Data.

8 7.4.2 Using best efforts to perform as soon as possible, and in no event later than
9 ten (10) days after receiving the Class Data, the Administrator will send to all Class Members
10 identified in the Class Data, via first-class USPS mail, the Class Notice, substantially in the form
11 attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently
12 estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment
13 payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable)
14 used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class
15 Member addresses using the National Change of Address database.

16 7.4.3 Not later than seven (7) days after the Administrator’s receipt of any Class
17 Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using
18 any forwarding address provided by the USPS. If the USPS does not provide a forwarding address,
19 the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to
20 the most current address obtained. The Administrator has no obligation to make further attempts to
21 locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second
22 time.

23 7.4.4 The deadlines for Class Members’ written objections, challenges to
24 Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional fourteen
25 (14) days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose
26 notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with
27 the re-mailed Class Notice.

28

1 7.4.5 If the Administrator, Defendants or Class Counsel is contacted by or
2 otherwise discovers any persons who believe they should have been included in the Class Data and
3 should have received Class Notice, the Parties will expeditiously meet and confer in person or by
4 telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If
5 the Parties agree, such persons will be Class Members entitled to the same rights as other Class
6 Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring
7 them to exercise options under this Agreement not later than 14 days after receipt of Class Notice,
8 or the deadline dates in the Class Notice, which ever are later.

9 7.5 Requests for Exclusion (Opt-Outs).

10 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Settlement
11 must send the Administrator, by email or mail, a signed written Request for Exclusion not later than
12 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class
13 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member
14 or his/her/their representative that reasonably communicates the Class Member's election to be
15 excluded from the Settlement and includes the Class Member's name, address and email address or
16 telephone number. To be valid, a Request for Exclusion must be timely emailed or postmarked by
17 the Response Deadline.

18 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because
19 it fails to contain all the information specified in the Class Notice. The Administrator shall accept
20 any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the
21 person as a Class Member and the Class Member's desire to be excluded. The Administrator's
22 determination shall be final and not appealable or otherwise susceptible to challenge. If the
23 Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator
24 may demand additional proof of the Class Member's identity. The Administrator's determination of
25 authenticity shall be final and not appealable or otherwise susceptible to challenge.

26 7.5.3 Every Class Member who does not submit a timely and valid Request for
27 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all
28 benefits and bound by all terms and conditions of the Settlement, including the Participating Class

1 Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless of whether the
2 Participating Class Member actually receives the Class Notice or objects to the Settlement.

3 7.5.4 Every Class Member who submits a valid and timely Request for Exclusion
4 is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the
5 right to object to the class action components of the Settlement. Because future PAGA claims are
6 subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are
7 Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this
8 Agreement and are eligible for an Individual PAGA Payment.

9 7.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days
10 after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose
11 Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if
12 any) allocated to the Class Member in the Class Notice. The Class Member may challenge the
13 allocation by communicating with the Administrator via email or mail. The Administrator must
14 encourage the challenging Class Member to submit supporting documentation. In the absence of
15 any contrary documentation, the Administrator is entitled to presume that the Workweeks contained
16 in the Class Notice are correct so long as they are consistent with the Class Data. The
17 Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods
18 shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall
19 promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to
20 Defense Counsel and Class Counsel and the Administrator's determination the challenges.

21 7.7 Objections to Settlement.

22 7.7.1 Only Participating Class Members may object to the class action
23 components of the Settlement and/or this Agreement, including contesting the fairness of the
24 Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation
25 Expenses Payment and/or Class Representative Service Payment.

26 7.7.2 Participating Class Members may send written objections to the
27 Administrator by email or mail. In the alternative, Participating Class Members may appear in Court
28 (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A

1 Participating Class Member who elects to send a written objection to the Administrator must do so
2 not later than 45 days after the Administrator’s mailing of the Class Notice (plus an additional 14
3 days for Class Members whose Class Notice was re-mailed).

4 7.7.3 Non-Participating Class Members have no right to object to any of the class
5 action components of the Settlement.

6 7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks
7 to be performed or observed by the Administrator contained in this Agreement or otherwise.

8 7.8.1 Website, Email Address and Toll-Free Number. The Administrator will
9 establish and maintain and use an internet website to post information of interest to Class Members
10 including the date, time and location for the Final Approval Hearing and copies of the Settlement
11 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
12 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
13 Expenses Payment and Class Representative Service Payment, the Final Approval and the
14 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
15 telephone number to receive Class Member calls and emails.

16 7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
17 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later
18 than five (5) days after the expiration of the deadline for submitting Requests for Exclusion, the
19 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and
20 other identifying information of Class Members who have timely submitted valid Requests for
21 Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members
22 who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from
23 Settlement submitted (whether valid or invalid).

24 7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written
25 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class
26 Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether
27 valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods
28 received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA

1 Payments (“Weekly Report”). The Weekly Reports must include/provide the Administrator’s
2 assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion
3 and objections received.

4 7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the
5 authority to address and make final decisions consistent with the terms of this Agreement on all
6 Class Member challenges over the calculation of Workweeks and/or Pay Periods. The
7 Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

8 7.8.5 Administrator’s Declaration. Not later than 10 (ten) days before the date by
9 which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the
10 Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for
11 filing in Court attesting to its due diligence and compliance with all of its obligations under this
12 Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as
13 undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of
14 Requests for Exclusion from Settlement it received (both valid or invalid), and the number of written
15 objections, and attach the Exclusion List. The Administrator will supplement its declaration as
16 needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the
17 Administrator’s declaration(s) in Court.

18 7.8.6 Final Report by Settlement Administrator. At least 16 days before any
19 deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense
20 Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments
21 required under this Agreement. Class Counsel is responsible for filing the Administrator’s
22 declaration in Court.

23 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records,
24 Defendants estimate that, as of March 21, 2023, (1) there are 208 Class Members and 4,946 Total
25 Workweeks during (i) the period from December 6, 2020 to the Class Period End Date in relation
26 to RBI, or (ii) the period from January 27, 2018 through the Class Period End Date in relation to
27 RTR, as applicable; and (2) there were 75 Aggrieved Employees who worked 2,041 Pay Periods
28 during the PAGA Period. In the event it is determined that the actual number of Total Workweeks

1 as of the Class Period End Date exceeds 4,946 by more than 10%, then either, at the option of
2 Defendants, (1) the Gross Settlement Amount will increase on a pro rata basis for every 1% increase
3 in the Total Workweeks over the 10% threshold, or (2) the Class Period End Date will be extended
4 to the date the actual number of workweeks exceeds 4,946 by 10% (*i.e.*, the number of Total
5 Workweeks reaches 5,441). In the event that Defendants elect the former option, for example, if the
6 actual number of workweeks is determined to be 11% higher than 4,946 (*i.e.*, the number of
7 workweeks increases to 5,490), the Gross Settlement Amount shall be increased by 1%.

8 **9. DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for
9 Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members,
10 Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree
11 that, if Defendants withdraw, the Settlement shall be void ab initio, have no force or effect
12 whatsoever, and that neither Party will have any further obligation to perform under this Agreement;
13 provided, however, Defendants will remain responsible for paying all settlement administration
14 expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election
15 to withdraw not later than five (5) days after the Administrator sends the final Exclusion List to
16 Defense Counsel; late elections will have no effect.

17 Additionally, as obtaining a PAGA release in the Action is a material aspect of the settlement
18 and agreed upon Gross Settlement Amount, in the event a PAGA release cannot be successfully
19 included as part of the settlement and this Agreement for whatever reason, Defendants shall also
20 have the right to declare the settlement null and void.

21 **10. MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared
22 Final Approval Hearing, Plaintiffs will file in Court, a motion for final approval of the Settlement
23 that includes a request for approval of the class and PAGA settlement under Labor Code section
24 2699, subdivision (1), a Proposed Final Approval Order and a Proposed Judgment (collectively
25 "Motion for Final Approval"). Plaintiffs shall provide drafts of these documents to Defense Counsel
26 not later than three (3) days prior to filing the Motion for Final Approval. Class Counsel and Defense
27 Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve
28

1 any disagreements concerning the Motion for Final Approval. Defendant RBI agrees to dismiss with
2 prejudice the cross complaint against Plaintiff Polanco within (10) court days of final approval.

3 10.1 Response to Objections. Each Party retains the right to respond to any objection
4 raised by a Participating Class Member, including the right to file responsive documents in Court
5 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or
6 accepted by the Court.

7 10.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
8 Approval on any material change to the Settlement (including, but not limited to, the scope of release
9 to be granted by Class Members), the Parties will expeditiously work together in good faith to
10 address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The
11 Court's decision to award less than the amounts requested for the Class Representative Service
12 Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or
13 Administration Expenses Payment shall not constitute a material modification to the Agreement
14 within the meaning of this paragraph.

15 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment,
16 the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of
17 (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters and
18 (iii) addressing such post-Judgment matters as are permitted by law.

19 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
20 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class
21 Counsel Litigation Expenses Payment set forth in this Settlement, the Parties, their respective
22 counsel and all Participating Class Members who did not object to the Settlement as provided in this
23 Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and
24 appellate proceedings, the right to file motions to vacate judgment, motions for new trial,
25 extraordinary writs and appeals. The waiver of appeal does not include any waiver of the right to
26 oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations
27 to perform under this Agreement will be suspended until such time as the appeal is finally resolved
28

1 and the Judgment becomes final, except as to matters that do not affect the amount of the Net
2 Settlement Amount.

3 10.5 Appellate Court Orders to Vacate, Reverse or Materially Modify Judgment. If the
4 reviewing Court vacates, reverses or modifies the Judgment in a manner that requires a material
5 modification of this Agreement (including, but not limited to, the scope of release to be granted by
6 Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously
7 work together in good faith to address the appellate court's concerns and to obtain Final Approval
8 and entry of Judgment, sharing, on a 50-50 basis, any additional administration expenses reasonably
9 incurred after remittitur. An appellate decision to vacate, reverse or modify the Court's award of the
10 Class Representative Service Payment or any payments to Class Counsel shall not constitute a
11 material modification of the Judgment within the meaning of this paragraph, as long as the Gross
12 Settlement Amount remains unchanged.

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

16 **12. ADDITIONAL PROVISIONS.**

17 12.1 No Admission of Liability, Class Certification or Representative Manageability for
18 Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims.
19 Nothing in this Agreement is intended or should be construed as an admission by Defendants that
20 any of the allegations in the Operative Complaints or Plaintiff Polanco's PAGA Notice have merit
21 or that Defendants have any liability for any claims asserted; nor should it be intended or construed
22 as an admission by Plaintiffs that Defendants' defenses in the Action have merit. The Parties agree
23 that class certification and representative treatment is for purposes of this Settlement only. If, for
24 any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment,
25 Defendants reserve the right to contest certification of any class for any reasons, and Defendants
26 reserve all available defenses to the claims in the Action, and Plaintiffs reserve the right to move for
27 class certification on any grounds available and to contest Defendants' defenses. The Settlement,
28 this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be

1 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
2 Settlement and this Agreement).

3 12.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendants,
4 and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement
5 is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit
6 another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or
7 indirectly, specifically or generally, to any person, corporation, association, government agency or
8 other entity except: (1) to the Parties' attorneys, accountants or spouses, all of whom will be
9 instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent
10 necessary to report income to appropriate taxing authorities; (4) in response to a court order or
11 subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government
12 agency. Each Party agrees to immediately notify each other Party of any judicial or agency order,
13 inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants, and Defense
14 Counsel, separately agree not to, directly or indirectly, initiate any conversation or other
15 communication, before the filing of the Motion for Preliminary Approval, any with third party
16 regarding this Agreement or the matters giving rise to this Agreement except to respond only that
17 "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's
18 communications with Class Members in accordance with Class Counsel's ethical obligations owed
19 to Class Members.

20 12.3 No Solicitation. The Parties separately agree that they and their respective counsel
21 and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal
22 from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability
23 to communicate with Class Members in accordance with Class Counsel's ethical obligations owed
24 to Class Members.

25 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this
26 Agreement together with its attached exhibits shall constitute the entire agreement between the
27 Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants
28 or inducements made to or by any Party.

1 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
2 represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate
3 action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its
4 terms, and to execute any other documents reasonably required to effectuate the terms of this
5 Agreement including any amendments to this Agreement.

6 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use
7 their best efforts, in good faith, to implement the Settlement by, among other things, modifying the
8 Settlement Agreement, submitting supplemental evidence and supplementing points and authorities
9 as requested by the Court. In the event the Parties are unable to agree upon the form or content of
10 any document necessary to implement the Settlement, or on any modification of the Agreement that
11 may become necessary to implement the Settlement, the Parties will seek the assistance of a
12 mediator and/or the Court for resolution.

13 12.7 No Prior Assignments. The Parties separately represent and warrant that they have
14 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
15 encumber to any person or entity and portion of any liability, claim, demand, action, cause of action
16 or right released and discharged by the Party in this Settlement.

17 12.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel
18 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied
19 upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part
20 10, as amended) or otherwise.

21 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended,
22 modified, changed or waived only by an express written instrument signed by all Parties or their
23 representatives and approved by the Court.

24 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure
25 to the benefit of, the successors of each of the Parties.

26 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be
27 governed by and interpreted according to the internal laws of the State of California, without regard
28 to conflict of law principles.

1 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation
2 of this Agreement. This Agreement will not be construed against any Party on the basis that the
3 Party was the drafter or participated in the drafting.

4 12.13 Confidentiality. To the extent permitted by law, all agreements made and orders
5 entered during Action and in this Agreement relating to the confidentiality of information shall
6 survive the execution of this Agreement.

7 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to
8 Evidence Code section 1152, and all copies and summaries of the Class Data provided to Class
9 Counsel by Defendants in connection with the mediation, other settlement negotiations, or in
10 connection with the Settlement, may be used only with respect to this Settlement, and no other
11 purpose, and may not be used in any way that violates any existing contractual agreement, statute
12 or California Rule of Court rule. Not later than 90 days after the date when the Court discharges the
13 Administrator's obligation to provide a declaration confirming the final pay out of all Settlement
14 funds, Plaintiffs shall destroy all paper and electronic versions of Class Data received from
15 Defendants.

16 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is
17 inserted for convenience of reference only and does not constitute a part of this Agreement.

18 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement
19 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
20 weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

21 12.17 Notice. All notices, demands or other communications between the Parties in
22 connection with this Agreement will be in writing and deemed to have been duly given as of the
23 third business day after mailing by United States mail, or the day sent by email or messenger,
24 addressed as follows:

25 To Plaintiff Manuel Polanco, the Class and the Aggrieved Employees:

26 Anthony J. Orshansky
27 Justin Kachadoorian
28 CounselOne, PC
 9301 Wilshire Boulevard Suite 650
 Beverly Hills, California 90210

Email: anthony@counselonegroup.com
Email: justin@counselonegroup.com

To Plaintiff Brandi Titkos and the Class:

Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
10 West Arden Avenue, Suite 203
Glendale, California 91203
Email: joanna@calljustice.com
Email: selena @calljustice.com

For Defendants:

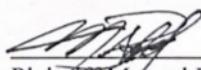
Julie A. Marquis
Nicole Cloudsley
Freeman Mathis & Gary, LLP
1010 B St., Suite 400
San Rafael, California 94901-2956
Email: jmarquis@fmglaw.com
Email: ncloudsley@fmglaw.com

12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

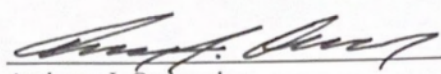
IT IS SO AGREED:

Dated: 2-17, 2024



Plaintiff Manuel Polanco

1 Dated: Feb. 16, 2024



Anthony J. Orshansky
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Manuel Polanco

2
3
4
5 Dated: _____, 2024

Plaintiff Brandi Titkos

6
7 Dated: _____, 2024

Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
Counsel for Plaintiff Brandi Titkos

8
9
10
11 Dated: _____, 2024

Name: _____

Title: _____

On Behalf of Defendant Rag & Bone Industries, LLC

12
13
14
15
16 Dated: _____, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag & Bone Industries, LLC

17
18
19
20
21 Dated: _____, 2024

Name: _____

Title: _____

On Behalf of Defendant Rag Trader Retail, LLC

22
23
24
25
26 Dated: _____, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag Trader Retail, LLC

1 Dated: _____, 2023

Anthony J. Orshansky
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Manuel Polanco

2
3
4
5 Dated: _____, 2023

Plaintiff Brandi Titkos

6
7 Dated: _____, 2023

Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
Counsel for Plaintiff Brandi Titkos

8
9
10
11 Dated: Feb 14, 2024, ~~2023~~



12 Name: Nicolas Vermot

13 Title: COO

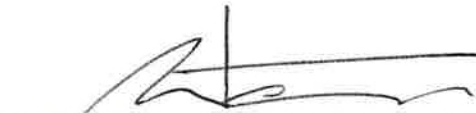
14 On Behalf of Defendant Rag & Bone Industries, LLC



15
16 Dated: February 19, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag & Bone Industries, LLC

17
18
19
20
21 Dated: Feb 14 2024, ~~2023~~



22 Name: Nicolas Vermot

23 Title: COO

24 On Behalf of Defendant Rag Trader Retail, LLC



25
26 Dated: February 19, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag Trader Retail, LLC

1 Dated: _____, 2024

Anthony J. Orshansky
Justin Kachadoorian
CounselOne, PC
Counsel for Plaintiff Manuel Polanco

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5 Dated: 03/19/2024, 2024

Electronically Signed: _____ 2024-03-19 22:02:44 UTC 172.91.105.101

Nintex AssureSign® _____ 22a6ccb3-8f8c-4420-a316-b1380142549c

Plaintiff Brandi Titkos

6
7 Dated: March 19, 2024



Joanna Ghosh
Selena Matavosian
Lawyers for Justice, PC
Counsel for Plaintiff Brandi Titkos

8
9
10
11 Dated: _____, 2024

Name: _____

Title: _____

On Behalf of Defendant Rag & Bone Industries, LLC

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15
16 Dated: _____, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag & Bone Industries, LLC

17
18
19
20
21 Dated: _____, 2024

Name: _____

Title: _____

On Behalf of Defendant Rag Trader Retail, LLC

22
23
24
25
26 Dated: _____, 2024

Julie A. Marquis
Nicole Cloudsley
Counsel for Defendant Rag Trader Retail, LLC