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on behalf of herself, all others similarly situated,
15 and on behalf of the general public

16

17 SUPERIOR COURT OF THE STATE OF CALIFORNIA
18 COUNTY OF VENTURA

19 CHARONE GILMORE, on behalf of
herself, all others similarly situated, and on
20 behalf of the general public,

21 Plaintiffs,

22 v.

23 RALPH LAUREN RETAIL, INC.; RALPH
LAUREN CORPORATION; and DOES 1-
24 100,

25 Defendants.

Case No. 56-2018-00518077-CU-OE-VTA

**AMENDED STIPULATION AND
SETTLEMENT OF CLASS AND
REPRESENTATIVE ACTION
CLAIMS**

Complaint Filed: September 25,
2018

Trial Date: None Set

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TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. Definitions 1

 A. “Named Plaintiff” 1

 B. “Defendants” 1

 C. “Plaintiffs” 1

 D. “Parties” 1

 E. “Plaintiffs’ Counsel” or “Class Counsel” 1

 F. “Action” or “Class Action” 1

 G. “Operative Complaint” 1

 H. “Class Members” 2

 I. “Class Period” 2

 J. “Unlocated Plaintiff” 2

 K. “Effective Date” 2

II. Settlement Agreement 3

III. Procedural History 3

IV. Investigation in the Class Action 4

V. Plaintiffs’ Claims 4

VI. Defendants’ Denial of Wrongdoing 4

VII. Named Plaintiff’s Reasons for Settlement 5

VIII. Defendants’ Reasons for Settlement 6

IX. This Settlement is Fair, Adequate and Reasonable 6

X. Stipulation 6

 A. Class Certification 6

 B. Release as to All Class Members 7

 C. General Release by Named Plaintiff Only 9

 D. Settlement Fund 10

 E. Administration of the Settlement. 16

1 F. Good Faith Efforts..... 26

2 G. Nullification of Settlement Agreement 26

3 H. No Effect on Employee Benefits..... 27

4 I. Privacy of Documents and Information 27

5 J. Confidentiality Prior to Preliminary Approval..... 27

6 K. Limited Publicity Following Preliminary Approval 28

7 L. No Admission by the Released Parties 29

8 M. CIRCULAR 230 DISCLAIMER 29

9 N. Exhibits and Headings..... 30

10 O. Amendment or Modification 31

11 P. Entire Agreement 31

12 Q. Authorization to Enter Into Settlement Agreement..... 31

13 R. Binding on Successors and Assigns 31

14 S. California Law Governs 31

15 T. Counterparts 32

16 U. Cooperation and Drafting..... 32

17 V. Invalidity of Any Provision..... 32

18 W. Named Plaintiff’s General Release Remains Effective..... 32

19

20

21

22

23

24

25

26

27

28

1
2
3
4
5
6
7
8
9
10
11
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19
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21
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I. Definitions. The following terms and definitions will be used in this Stipulation and Settlement of Class and Representative Action Claims. Additional terms are defined throughout the document as well.

A. “Named Plaintiff” means Plaintiff Charone Gilmore.

B. “Defendants” means Defendants Ralph Lauren Retail, Inc. and Ralph Lauren Corporation.

C. “Plaintiffs” means all hourly, non-exempt Polo Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in California during the Class Period.

D. “Parties” means Named Plaintiff and Defendants, collectively, as defined above.

E. “Plaintiffs’ Counsel” or “Class Counsel” means David Mara and Jill Vecchi of Mara Law Firm, PC.

F. “Action” or “Class Action” means the lawsuit filed in Ventura County Superior Court, entitled *Gilmore v. Ralph Lauren Retail, et al.*, Case No. 56-2018-00518077-CU-OE-VTA.

G. “Operative Complaint” means the Complaint filed by Named Plaintiff in the Action on September 25, 2018.

1 H. “Class Members” means all Plaintiffs who do not elect to exclude
2 themselves by following steps set forth in Section X.F.5.b below.

3
4 I. “Class Period” means the time period beginning on September 25,
5 2014, and ending on December 19, 2020, which is sixty (60) days after the October 20,
6 2020 mediation.

7
8 J. “Unlocated Plaintiff” means any Plaintiff whose Notice has been
9 returned as undeliverable after all of the procedures in Section X.F.4.c have been followed.
10 Unlocated Plaintiffs will not be sent individual settlement awards, but will remain Class
11 Members.

12
13 K. “Effective Date” means the date by which this settlement is finally
14 approved as provided herein and the Court’s Final Judgment (“Final Judgment or
15 “Judgment”) becomes final. For purposes of this Section, the Court’s Final Judgment
16 becomes final upon the latter of: (i) if no objection to the settlement is filed or if an
17 objection is filed and is withdrawn or if the objection filed is not valid, the earlier of 60
18 days from the date a Notice of Entry of Judgment or a file-stamped copy of the Judgment
19 is served on counsel, or if no such notice is served, 180 days from entry of Judgment; (ii) if
20 a valid objection to the settlement is filed and not withdrawn but no appeal of the
21 Judgment (or any subsequent motions) is taken, the expiration date and time for the filing
22 and service of a valid motion to vacate judgment, or a valid motion to intervene [six
23 months from the date of the Final Judgment]; (iii) if a valid objection to the settlement is
24 filed and not withdrawn and an appeal of the Judgment (or a motion to vacate judgment or
25 motion to intervene) is taken, the date of affirmance of an appeal of the Judgment becomes
26 final under the California Rules of Court [30 days after the date a court of appeal’s
27 decision is filed unless (1) the court of appeal grants a petition for rehearing which by rule
28 vacates the decision and sets the case “at large in the Court of Appeal,” or (2) certifies its

1 opinion for publication or partial publication after filing its decision, which resets the
2 finality period from the filing date of the order for publication], the expiration of the time
3 for a petition for review of the Final Judgment or of any court of appeal decision relating
4 to the Final Judgment [10 days after the Court of Appeal’s decision is final], and, if review
5 is granted, the date of final affirmance of the Final Judgment following review pursuant to
6 that grant; or (iv) the date of final dismissal of any appeal from the Judgment or the final
7 dismissal of any proceeding on review of any court of appeal decision relating to the
8 Judgment.

9
10 II. Settlement Agreement. This Stipulation and Settlement of Class and
11 Representative Action Claims (“Settlement,” “Stipulation,” or “Agreement”) is made
12 between Named Plaintiff on behalf of herself and each of the other Plaintiffs on the one
13 hand, and Defendants on the other hand in the Action and subject to approval of the Court.
14 In the event the Settlement does not become effective by the terms of this Stipulation or for
15 any other reason, any Orders entered pursuant to this Stipulation shall be rendered null and
16 void, and shall be vacated, and the Parties shall revert to their respective positions existing
17 immediately on the date before the mediation on October 20, 2020.

18
19 III. Procedural History. Named Plaintiff filed this lawsuit in the Superior Court
20 for the State of California, County of Ventura on September 25, 2018, against Defendants
21 Ralph Lauren Retail, Inc. and Ralph Lauren Corporation, alleging eight (8) causes of
22 action: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3)
23 failure to provide meal periods; (4) failure to authorize and permit rest periods; (5)
24 knowing and intentional failure to comply with itemized employee wage statement
25 provisions; (6) failure to pay all wages due at the time of termination of employment; (7)
26 violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”); and (8)
27 violation of unfair competition law. The Parties attended three sessions of mediation
28 before the esteemed wage and hour mediator David A. Rotman on May 10, 2019; July 16,

1 2020; and October 20, 2020. The Parties reached an agreement to settle the matter during
2 the third session of mediation, resulting in the execution of a Memorandum of
3 Understanding, fully executed on October 22, 2020.

4
5 IV. Investigation in the Class Action. The Parties have conducted an extensive
6 investigation of the facts and the law. The Parties held numerous meetings and informal
7 conferences wherein they exchanged information, class data, and theories of the case.
8 Counsel for the Parties further investigated the applicable law as applied to the facts
9 discovered regarding the alleged claims of Plaintiffs and potential defenses thereto,
10 Defendants' contentions that it at all times complied with all relevant Labor Code
11 provisions, and the damages claimed by Plaintiffs. In addition, Named Plaintiff served
12 discovery requests on Defendants, resulting in the exchange of relevant data and
13 documents applicable to Named Plaintiff's claims. Defendants also provided Named
14 Plaintiff and her counsel with approximately 20% of Plaintiffs' time and pay records,
15 which were then analyzed by Named Plaintiff and her counsel.

16
17 V. Plaintiffs' Claims. Named Plaintiff has claimed and continues to claim that
18 the Released Claims, as defined in Section X.B below, have merit and give rise to liability
19 on the part of Defendants. Neither this Agreement, the documents referred to or
20 contemplated herein, nor any action taken to carry out this Agreement is, or may be
21 construed or used as an admission, concession, or indication by or against Named Plaintiff,
22 Plaintiffs, or Class Counsel as to the merits or lack thereof of the claims asserted.

23
24 VI. Defendants' Denial of Wrongdoing. Defendants have denied and continue to
25 deny each of the claims and contentions alleged by Named Plaintiff in the Action.
26 Defendants have repeatedly asserted and continue to assert defenses thereto, and have
27 expressly denied and continue to deny any wrongdoing or legal liability arising out of any
28 of the facts or conduct alleged in the Action. Defendants also have denied and continue to

1 deny, *inter alia*, the allegations that Plaintiffs have suffered damages; that Defendants
2 failed to pay for all straight time hours worked; that Defendants failed to pay for all
3 overtime hours worked; that Defendants failed to provide meal periods or pay associated
4 premiums; that Defendants failed to provide rest periods or pay associated premiums; that
5 Defendants failed to provide accurate itemized wage statements; that Defendants failed to
6 timely pay all wages owed upon termination of employment; that Defendants engaged in
7 unfair competition; that Defendants engaged in any other wrongful conduct as alleged in
8 the Action; or that Plaintiffs were harmed by the conduct alleged in the Action. Neither
9 this Agreement, nor any document referred to or contemplated herein, nor any action taken
10 to carry out this Agreement, is, may be construed as, or may be used as an admission,
11 concession or indication by or against Defendants of any fault, wrongdoing, or liability
12 whatsoever.

13
14 VII. Named Plaintiff's Reasons for Settlement. Named Plaintiff recognizes the
15 expense and length of continued proceedings necessary to continue the litigation against
16 Defendants through trial and through any possible appeals. Named Plaintiff has also taken
17 into account the uncertainty and risk of the outcome of further litigation, and the
18 difficulties and delays inherent in such litigation. Named Plaintiff is also aware of the
19 burdens of proof necessary to establish liability for the claims asserted in the Action (the
20 "Claims" or "Class Action Claims"), Defendants' defenses thereto, and the difficulties in
21 establishing damages for Plaintiffs. Named Plaintiff has also taken into account the
22 extensive formal and informal discovery undertaken and settlement negotiations
23 conducted, which negotiations resulted in the material settlement terms entered into on
24 October 20, 2020. Based on the foregoing, Named Plaintiff has determined that the
25 Settlement set forth in this Agreement is a fair, adequate and reasonable settlement, and is
26 in the best interests of Plaintiffs.

27
28

1 VIII. Defendants' Reasons for Settlement. Defendants have concluded that any
2 further defense of this litigation would be protracted and expensive for all Parties.
3 Substantial amounts of time, energy and resources of Defendants have been and, unless
4 this Settlement is made, will continue to be, devoted to the defense of the claims asserted
5 by Plaintiffs. For these reasons, Defendants have agreed to settle in the manner and upon
6 the terms set forth in this Agreement to put to rest the Claims as set forth in the Action.

7
8 IX. This Settlement is Fair, Adequate and Reasonable. The Parties believe this
9 Settlement is a fair, adequate, and reasonable settlement of the Action, and have arrived at
10 this Settlement in arms'-length negotiations taking into account all relevant factors, present
11 and potential. This Settlement was reached after extensive negotiations with mediator
12 David A. Rotman.

13
14 X. Stipulation. NOW, THEREFORE, IT IS HEREBY STIPULATED, by and
15 among Named Plaintiff on the one hand and Defendants on the other hand, and
16 conditioned upon approval by the Court, that the Action is hereby compromised and settled
17 pursuant to the terms and conditions set forth in this Agreement.

18
19 A. Class Certification. For purposes of this Stipulation only, the Parties
20 agree to the certification of the Settlement Class, to include all hourly, non-exempt Polo
21 Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc.
22 during the Class Period. Should for whatever reason the Stipulation not become final, the
23 fact that the Parties were willing to stipulate to class certification as part of the Settlement
24 shall have no bearing on, and shall not be admissible in connection with, the issue of
25 whether a class should be certified in a non-settlement context in the Action, and shall
26 have no bearing on, and shall not be admissible in connection with, the issue of whether a
27 class should be certified in any other lawsuit.

28

1 B. Release as to All Class Members. The release set forth in this Section
2 pertains to Class Members. As set forth in Section I.H, above, Class Members are “all
3 Plaintiffs who do not elect to exclude themselves by following the steps set forth in
4 Section X.F.5.b below.” As of the Effective Date, the Class Members, including Named
5 Plaintiff, release Defendants and each of their past and present officers, directors,
6 shareholders, employees, agents, principals, heirs, representatives, accountants, auditors,
7 consultants, insurers and reinsurers, and their respective successors and predecessors in
8 interest, subsidiaries, affiliates, parents and attorneys and each of their company-sponsored
9 employee benefit plans and all of their respective officers, directors, employees,
10 administrators, fiduciaries, trustees, and agents (the “Released Parties”), from the
11 “Released Claims.” For the purposes of this Agreement, “Released Claims” means any
12 and all claims, demands, rights, liabilities, and causes of action during the Class Period, of
13 every nature and description whatsoever, known or unknown, asserted or that might have
14 been asserted based upon the facts pleaded in the Action, that were alleged or could have
15 been alleged based upon the facts pleaded in the Action, whether in contract, or for
16 violation of any California or Federal statute, rule or regulation, based on California or
17 Federal wage-and-hour laws, whether for economic damages, restitution, penalties or
18 liquidated damages, arising out of, relating to, or in connection with the Class Claims
19 alleged or that could have been alleged based upon the facts pleaded in the Action under
20 any theory of law, including but not limited to all claims for unpaid wages, including but
21 not limited to minimum wages, straight time wages, overtime wages, or vacation wages
22 (including but not limited to those brought on an off-the-clock, rounding, regular rate,
23 overtime computation or other theory); meal and rest period claims; pay stub claims;
24 recordkeeping claims; reimbursement claims; claims arising under the California Labor
25 Code, IWC Wage Orders, local ordinance, or otherwise; and any and all associated
26 penalties and damages on any and all claims (including but not limited to PAGA penalties,
27 pay stub penalties, waiting time penalties, late payment penalties; meal and rest period
28 penalties, and liquidated damages).

1 The Parties agree that this release shall have full *res judicata* effect as to
2 claims under federal law for all Class Members as described in *Rangel v. PLS Check*
3 *Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018), regardless of whether that Class
4 Member endorses and cashes his or her settlement check. However, in addition, the
5 Settlement Administrator shall include the following language on each settlement check
6 issued to Class Members: “By endorsing and cashing this check, I consent to join the
7 FLSA settlement class and release any claims under the Fair Labor Standards Act that
8 were pleaded or that could have been pleaded based upon the facts alleged in this action,”
9 and copies of these signed endorsements shall be provided to Defendants and shall be filed
10 with the Court as additional proof of consent, with confidential information redacted, if
11 filing the consents is requested by the Court.

12 The Released Claims expressly do not include claims that cannot be released
13 as a matter of law. Specifically ***and only with respect to the Released Claims***, the Class
14 Members stipulate and agree that, upon the Effective Date, the Class Members shall be
15 deemed to have, and by operation of the Final Judgment shall have, expressly waived and
16 relinquished, to the fullest extent permitted by law, the provisions, rights and benefits of
17 Section 1542 of the California Civil Code, or any other similar provision under federal or
18 state law, which Section provides:

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

24 The Class Members may hereafter discover facts in addition to or different
25 from those they now know or believe to be true specifically with respect to the subject
26 matter of the Released Claims, but upon the Effective Date, shall be deemed to have, and
27 by operation of the Final Judgment shall have, fully, finally, and forever settled and
28 released any and all of the Released Claims, whether known or unknown, suspected or
unsuspected, contingent or non-contingent, which now exist, or heretofore have existed,
upon any theory of law or equity now existing or coming into existence in the future,

1 including, but not limited to, conduct that is intentional, with or without malice, or a
2 breach of any duty, law or rule, without regard to the subsequent discovery or existence of
3 such different or additional facts.

4 The Class Members may not sue or otherwise make a claim against any of
5 the Released Parties for the Released Claims.

6
7 C. General Release by Named Plaintiff Only. Named Plaintiff, as of the
8 Effective Date, makes the additional following general release of all claims, known or
9 unknown. Named Plaintiff fully releases and discharges the Released Parties from all
10 claims, demands, rights, liabilities, and causes of action of every nature and description
11 whatsoever, known or unknown, asserted or that might have been asserted, whether in tort,
12 contract, or for violation of any state or federal statute, rule or regulation arising out of,
13 relating to, or in connection with any act or omission by or on the part of any of the
14 Released Parties committed or omitted prior to the execution hereof, asserted or that could
15 have been asserted based upon the facts pleaded in this Action, as well as any claims
16 relating to her employment with and/or separation from any of the Released Parties that
17 may arise under federal, state, or local wage and hour laws, ordinances, or regulations.
18 This includes any unknown claims Named Plaintiff does not know or suspect to exist in
19 her favor, which, if known by her, may have affected her settlement with, and release of,
20 the Released Parties or might have affected her decision not to object to the settlement.

21 With respect to the General Release, Named Plaintiff stipulates and agrees
22 that, upon the Effective Date, Named Plaintiff shall be deemed to have, and by operation
23 of the Final Judgment shall have, expressly waived and relinquished, to the fullest extent
24 permitted by law, the provisions, rights and benefits of Section 1542 of the California Civil
25 Code, or any other similar provision under federal or state law, which provides:

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

1 Named Plaintiff may hereafter discover facts in addition to or different from
2 those she now knows or believes to be true with respect to the subject matter of the
3 General Release, but upon the Effective Date, shall be deemed to have, and by operation of
4 the Final Judgment shall have, fully, finally, and forever settled and released any and all of
5 the claims released pursuant to the General Release, whether known or unknown,
6 suspected or unsuspected, contingent or non-contingent, which now exist, or heretofore
7 have existed upon any theory of law or equity now existing or coming into existence in the
8 future, including, but not limited to, conduct that is negligent, intentional, with or without
9 malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or
10 existence of such different or additional facts.

11
12 D. Neutral Reference. Defendants will only provide dates of
13 employment and job title in response to any inquiries it may receive from prospective
14 employers on behalf of Named Plaintiff. Defendants agree not to retaliate against Named
15 Plaintiff in any way.

16
17 E. Settlement Fund. Defendants will create a Settlement Fund in the
18 amount of Seven Hundred Thousand Dollars and Zero Cents (\$700,000.00) (“Settlement
19 Fund”). Except as set forth below, Seven Hundred Thousand Dollars and Zero Cents
20 (\$700,000.00) is the maximum total amount that Defendants can be required to pay, for
21 any and all purposes, under this Agreement with the exception of the employer’s share of
22 taxes. The employer’s share of taxes will be paid outside of and in addition to the
23 Settlement Fund.

24 The Settlement Fund will be allocated among these elements:

25 (a) payments to Class Members of the Individual Settlement Awards less
26 deductions as explained in Section X.E.2;

27 (b) a total amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00)
28 to be paid to Named Plaintiff as a Service Award, subject to Court approval;

1 (c) reasonable claims administration expenses, in an amount not to exceed Twenty-
2 Six Thousand Dollars and Zero Cents (\$26,000.00), subject to Court approval, to be
3 paid to the Settlement Administrator to cover the reasonable costs of the Settlement
4 Administration process;

5 (d) Named Plaintiff's attorneys' fees not to exceed Thirty-Three and One-Third
6 Percent (33.33%) of the Settlement Fund, or a maximum of Two Hundred Thirty-
7 Three Thousand, Three Hundred Ten Dollars and Zero Cents (\$233,310.00), subject
8 to Court approval;

9 (e) Named Plaintiff's attorneys' litigation costs not to exceed the amount of Fifty
10 Thousand Dollars and Zero Cents (\$50,000.00) subject to their billing statements
11 and Court approval;

12 (f) Fifty Thousand Dollars and Zero Cents (\$50,000.00) allocated for penalties
13 recoverable under PAGA and payable to the Labor and Workforce Development
14 Agency ("LWDA"), 75% of which, or \$37,500.00, will be paid to the LWDA, and
15 25% of which, or \$12,500.00, will be paid to the Class Members as an additional
16 component of their Settlement Awards, and will be part of the Settlement Fund.

17 Defendants shall not be responsible for any additional amounts with the
18 exception of the employer's share of taxes on the portion of the Class Members' Individual
19 Settlement Awards allocated as wages, as further explained below. These employer's taxes
20 shall be paid outside of and in addition to the Settlement Fund.

21 Any amounts allocated to Named Plaintiff's Service Award, Claims
22 Administration costs, Attorneys' Fees and Litigation Costs, and PAGA penalties not
23 awarded by the Court shall be added to the Payout Fund.

24 The amount that remains after the Service Award, Claims Administration
25 expenses, Attorneys' Fees and Costs, and LWDA portion of PAGA penalties have been
26 deducted from the Settlement Fund shall be called the "Payout Fund." The Payout Fund
27 shall be designated as one-third wages, one-third penalties, and one-third interest.
28

1 1. Fees and Costs Award and Service Award. The Parties agree
2 to the designation of David Mara and Jill Vecchi of Mara Law Firm, PC as “Class
3 Counsel.” Class Counsel will request that the Court approve an award of attorneys’ fees of
4 up Two Hundred Thirty-Three Thousand, Three Hundred Ten Dollars and Zero Cents
5 (\$233,310.00) ("Fees Award"). This constitutes Thirty-Three and One-Third Percent
6 (33.33%) of the value of the Settlement Fund. Class Counsel will also request a Costs
7 Award not to exceed Fifty Thousand Dollars and Zero Cents (\$50,000.00). Defendants
8 will not oppose these requests. Class Counsel shall not be permitted to petition the Court
9 for, or accept, any additional payments for fees, costs, or interest in conjunction with this
10 Settlement, and the Fees Award and Costs Award shall be for all claims for attorneys' fees
11 and costs incurred in the Action as a result of the Settlement.

12 Defendants’ payment of the Settlement Fund shall constitute full satisfaction
13 of the obligation to pay any amounts to any person, attorney, or law firm for attorneys'
14 fees, expenses or costs in the Action as a result of the Settlement incurred by any attorney
15 on behalf of Named Plaintiff and/or the Class. Further, said payment shall relieve
16 Defendants, the Settlement Administrator, the Settlement Fund, and Defendants’ Counsel
17 of any other claims or liability to any other attorney or law firm for any attorneys' fees,
18 expenses, and/or costs to which any of them may claim to be entitled on behalf of Named
19 Plaintiff and/or the Class as a result of the Settlement.

20 Class Counsel will request that the Court approve a Service Award in a total
21 amount not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid to
22 Named Plaintiff as a Service Award and to be paid out of and deducted from the
23 Settlement Fund. Defendants will not oppose such request. Named Plaintiff’s Service
24 Award will not be taxed as wages. Named Plaintiff will receive a 1099 form relating to the
25 Service Award. This award shall be in addition to the amount the Named Plaintiff may
26 receive as a Class Member. The Fees Award, Costs Award, and Service Award shall be
27 paid by Defendants by and through the Settlement Administrator from the Settlement Fund
28 to Class Counsel within thirty (30) calendar days after the Effective Date. Any reduction

1 by the Court of the Fees Award and Costs Award to Class Counsel and Service Award to
2 Named Plaintiff shall be added to the Payout Fund.

3
4 2. Plan of Allocation for Payment to Class Members. Within
5 fourteen (14) calendar days after the Effective Date, and solely for purposes of this
6 Settlement, Defendants shall pay by and through the Settlement Administrator from the
7 Payout Fund the Settlement Awards (as hereinafter defined) to the Class Members in
8 accordance with the following eligibility and settlement formula requirements.

9 a. Excluded from becoming a Class Member are those
10 Plaintiffs who submit valid and timely requests for exclusion pursuant to the terms and
11 procedures of the Notice of Class and Representative Action Settlement (the “Notice”)
12 (attached as **Exhibit 1** hereto).

13 b. Any Plaintiff who does not timely request exclusion
14 shall become a Class Member and will receive a Settlement Award. The Individual
15 Settlement Awards to be allocated to each Class Member shall be calculated as follows:

16 (1) After deducting the amount of the Fees Award,
17 the Costs Award, the Service Award, the LWDA’s share of the PAGA Payment, and
18 settlement administration expenses that are all finally approved by the Court, the
19 remaining Payout Fund will be allocated to the Class Members;

20 (2) To arrive at these amounts, the Payout Fund will
21 be distributed on a pro-rata basis to Class Members based on a per-workweek basis. Class
22 Members will receive their pro-rata share based on how many workweeks they worked
23 during the Class Period as compared to all workweeks worked by all Class Members
24 during the Class Period (“Workweek Totals”). The number of workweeks for each
25 Plaintiff will be determined by adding all the calendar days within the inclusive dates of
26 employment and dividing that number by seven. Any partial workweek will be rounded
27 up to the nearest full workweek. This shall be considered each Plaintiff’s “Workweek
28 Figure.” Class Members’ Gross Settlement Amounts will be calculated by dividing the

1 Payout Fund by the total of all Plaintiffs' Workweek Figures to arrive at a Per-Workweek
2 Amount, and then multiplying this amount by each Class Member's Workweek Figure.

3 For example, a Class Member who worked 365 days would have a
4 Workweek Figure of 52 weeks. If the Payout Fund was \$339,190.00, and the total
5 workweeks for all Plaintiffs was 160,000, this would result in a \$2.12 Per-Workweek
6 Amount. Then, the above Class Member would be eligible for \$2.12 for 52 workweeks, or
7 \$110.24. This would be the Class Member's Gross Settlement Amount.

8 c. One-third (33.33%) of all Individual Settlement
9 Payments to Class Members will be called the "Gross Wage Portion." The remaining two-
10 thirds (66.67%) of payments to Class Members represents the "Non-Wage Portion" of the
11 Individual Settlement Payment and includes interest and penalties sought in the Action.
12 Class Members will be issued W2s for the Wage Portions of their Individual Settlement
13 Payment and IRS Form 1099s for the Non-Wage Portions. From each Class Member's
14 Gross Wage Portion, payroll deductions will be made for state and federal withholding
15 taxes and any payroll taxes owed by the Class Member as a result of the payment, resulting
16 in a "Net Wage Component." The total of the Net Wage Component and the Non-Wage
17 Portion shall be the Class Member's "Net Settlement Amount." The Net Settlement
18 Amount will be the net amount paid to each Class Member and is the Class Member's
19 "Individual Settlement Award."

20 d. The Settlement Administrator shall be responsible for
21 issuing the payments and calculating and withholding all required state and federal taxes
22 owed by the Class Members and Defendants. The Settlement Administrator shall calculate
23 the Settlement Awards no later than fourteen (14) calendar days after receiving the
24 Workweek Totals for each Plaintiff from Defendants.

25 e. Some of the Individual Settlement Awards may remain
26 unclaimed because a Plaintiff (1) was an Unlocated Plaintiff, (2) submitted a valid and
27 timely request for exclusion, and/or (3) failed to cash his or her Individual Settlement
28 Award Check within one hundred and twenty (120) days of its issuance. Funds associated

1 with the Individual Settlement Awards of Unlocated Plaintiffs and Plaintiffs who have
2 submitted valid and timely requests for exclusion shall be included in the Payout Fund and
3 will be distributed amongst Class Members in accordance with the formulas above. Funds
4 associated with uncashed checks will be transferred to the California State Controller with
5 the identity of the Class Member to whom the funds belong, to be held for the Class
6 Member per California Unclaimed Property Law, in the interest of justice. The money
7 paid to the California State Controller will remain the Class Member's property. This
8 allows Class Members who did not cash their checks to collect their Individual Settlement
9 Payment at any time in the future. Therefore, there will be no unpaid residue or unclaimed
10 or abandoned Class Member fund and the California Code of Civil Procedure Section 384
11 shall not apply.

12

13 3. Operation of the Settlement Fund and Payout Fund.

14 a. At no time shall Defendants have the obligation to
15 segregate the funds comprising the Settlement Fund from its other assets and will retain
16 exclusive authority over, and responsibility for, those funds until they are paid over to the
17 Settlement Administrator.

18 b. The Settlement Administrator will calculate the net
19 amounts to be paid to the Class Members from the Payout Fund in accordance with the
20 terms and provisions of this Agreement.

21 c. The Settlement Administrator shall have the authority
22 and obligation to make payments, credits, and disbursements, including payments and
23 credits in the manner set forth herein, to Class Members from the Payout Fund in
24 accordance with the methodology set out in this Agreement and orders of the Court.

25 d. To the extent any tax returns must be filed for the
26 Settlement Fund pursuant to this Agreement, the Settlement Administrator shall cause to
27 be timely and properly filed all informational and other tax returns, if any, necessary with
28 respect to the Settlement Fund. Such returns shall be consistent with this Section. The

1 Parties do not believe that the Settlement Fund will generate any taxable income.
2 However, if any taxable income is generated by the Settlement Fund, the tax returns filed
3 shall reflect that all taxes payable on the taxable income of the Settlement Fund, if any,
4 shall be paid from the Settlement Fund. Any expenses consisting of the expenses and costs
5 incurred in connection with the operation and implementation of this Section (including,
6 without limitation, reasonable expenses of tax attorneys, accountants or other designees
7 retained by the Settlement Administrator as required for the preparation and filing of tax
8 returns described in this Section) shall be treated as, and considered to be, a cost of
9 administration of the Settlement.

10 e. No person shall have any claim against Defendants,
11 Defendants' Counsel, Named Plaintiff, Plaintiffs, or Class Counsel based on distributions
12 or payments made in accordance with this Agreement.

13

14 F. Administration of the Settlement.

15

16 1. A hearing shall be held before the Court on a mutually-
17 convenient date, or on another date and time if that hearing is rescheduled, at which time
18 the Named Plaintiff shall request preliminary approval of the Settlement. In conjunction
19 with this hearing, Named Plaintiff will submit this Agreement, which sets forth the terms
20 of this Settlement, and will include proposed forms of all notices and other documents as
21 attached hereto necessary to implement the Settlement. Defendants shall not oppose
22 Named Plaintiff's request for preliminary approval consistent with this Agreement.

23

24 2. Simultaneous with the filing of this Agreement, and solely for
25 purposes of this Settlement, Named Plaintiff will request the Court to enter the Preliminary
26 Approval Order ("Preliminary Approval Order") (substantially in the form attached as
27 **Exhibit 2** hereto) preliminarily approving the proposed Settlement, approving the
28 appointment of Class Counsel, and setting a date for final approval of the Settlement. The

1 Proposed Order shall provide for notice of the Settlement and related matters to be sent to
2 Plaintiffs as specified herein. The Parties will request the Court, in its preliminary
3 approval of this Settlement, to enjoin any Plaintiffs from initiating or prosecuting any
4 proceeding on any claim to be released pursuant to this Stipulation unless, and until, either
5 the Plaintiff opts out of the class, or the Effective Date does not occur (as set forth in
6 Section I.K, above).

7
8 3. Interim Stay of Proceedings. The Parties agree to hold all
9 Court proceedings in the Action in abeyance pending the Preliminary Settlement Hearing
10 and Final Approval Hearing to be conducted by the Court. No additional discovery shall
11 be conducted in this case unless this Settlement Agreement is nullified in accordance with
12 Section X.H below.

13
14 4. Notice of the Settlement shall be provided to Plaintiffs using
15 the following procedures:

16 a. Class List. Within thirty (30) calendar days after
17 Preliminary Approval, Defendants shall provide the Settlement Administrator with a
18 "Class List and Data Report" showing the full names, full social security numbers, and last
19 known telephone numbers and mailing addresses for all Plaintiffs and their weeks worked
20 within the Class Period. The Settlement Administrator shall keep this information
21 confidential and shall not share this information with Class Counsel.

22 b. Settlement Administrator. The Parties agree to
23 designate Phoenix Settlement Administrators ("Phoenix"), located at P.O. Box 7208,
24 Orange, CA 92863, Telephone: (800) 523-5773; Website: www.phoenixclassaction.com as
25 the "Settlement Administrator." In the event Phoenix is subsequently unable to serve as
26 Settlement Administrator, another Settlement Administrator shall be agreed to by the
27 Parties, or, if they cannot reach agreement, will be selected by the Court. The Parties agree
28 that they have selected a Settlement Administrator with whom they have no financial

1 interest or other relationship that could create a conflict of interest. The Settlement
2 Administrator shall be responsible for: preparing and printing the Notice, and mailing the
3 Notice as directed by the Court to the Plaintiffs; communicating with Plaintiffs and others
4 regarding the Settlement Award administration process, corrections, and/or additional
5 information needed for administration; calculating the total workweek amounts;
6 calculating the amount of the Individual Settlement Awards and all tax deductions to be
7 withheld and remitted; administering a settlement website; keeping track of opt outs;
8 drafting and mailing Settlement Award checks to Class Members; disbursing the Fees
9 Award and Costs Award to Class Counsel; disbursing the Service Award to Named
10 Plaintiff through Class Counsel; and submitting the LWDA's portion of the PAGA
11 payment to the LWDA; preparing, mailing, and filing all applicable tax forms necessary as
12 a result of the payments made under this Settlement; and for such other tasks as the Parties
13 mutually agree or the Court orders the Settlement Administrator to perform.

14 c. Notice Mailing. By no later than forty-five (45)
15 calendar days after Preliminary Approval, the Settlement Administrator shall send the
16 Notice to all Plaintiffs via First Class regular U.S. mail. Prior to mailing, one National
17 Change of Address ("NCOA") search will be performed on Defendants' records to
18 ascertain updated contact information for all Plaintiffs. If any Notices to Plaintiffs are
19 deemed undeliverable by the Settlement Administrator, the Settlement Administrator shall
20 perform a skip trace on any undeliverable notices. If any Notices to Plaintiffs remain
21 undeliverable after a skip trace is performed, the Settlement Administrator shall call the
22 Plaintiff at the Plaintiff's last known phone number provided by Defendants to obtain a
23 current address. If no current address is obtained, the Settlement Administrator will send
24 contact information for those Plaintiffs to an authorized representative of TLOxp, and the
25 authorized representative of TLOxp will perform searches in an attempt to obtain accurate
26 contact information for these Plaintiffs. TLOxp's expenses will be considered part of
27 claims administration expenses for purposes of this Settlement.

28

1 d. In the event the procedures in this Section are followed
2 and the intended recipient of a Notice still does not receive the Notice, the intended
3 recipient shall remain a Class Member and shall be bound by all terms of the Settlement
4 and by any Final Judgment entered by the Court, provided the Settlement is approved by
5 the Court. As defined above, these persons shall be included as "Unlocated Plaintiffs."
6 The Parties agree that this procedure is the best notice practicable under the circumstances.
7 The settlement amount attributed to Unlocated Plaintiffs and Plaintiffs who timely opt out
8 of the settlement shall be distributed as reflected herein.

9
10 5. Procedure for Objecting to or Requesting Exclusion From
11 Class Action Settlement.

12 a. Procedure for Objecting. The Notice shall provide that
13 Class Members who wish to object to the Settlement must serve on the Settlement
14 Administrator and counsel for the Parties a written statement objecting to the Settlement.
15 The Parties shall provide any objections to the Court in conjunction with the motion for
16 final approval. To be valid, such written objection must contain the name, address,
17 telephone number, and last four digits of the social security number of the Class Member;
18 the location and dates of his or her employment by Defendants; whether the objector has
19 retained an attorney; and if the objector has retained an attorney, the name of the firm,
20 name of the attorney, address, and telephone number. Such written statement must be
21 served on the Settlement Administrator and counsel for the Parties no later than thirty (30)
22 calendar days after the date the Notice is first mailed (the "Objection/Exclusion Deadline
23 Date"). No Class Member shall be entitled to be heard at the final Settlement Hearing
24 (whether individually or through separate counsel at his/her own expense) or to object to
25 the Settlement, and no written objections or briefs submitted by any Class Member shall be
26 received or considered by the Court at the Settlement Hearing, unless written notice of the
27 Class Member's intention to appear at the Settlement Hearing, and copies of any written
28 objections or briefs, have been served on the Settlement Administrator and all counsel for

1 the Parties, on or before the Objection/Exclusion Deadline Date. The date of the postmark
2 on the return mailing envelope shall be the exclusive means used to determine whether an
3 objection has been timely submitted. Class Members who fail to serve timely written
4 objections in the manner specified above shall be deemed to have waived any objections
5 and shall be foreclosed from making any objection (whether by appeal or otherwise) to the
6 Settlement. Further, if the objector retains an attorney, the attorney must file a valid notice
7 of appearance within seven (7) days after the deadline for submitting objections. If the
8 objector's attorney fails to file a notice of appearance within that time, the objector waives
9 his or her right to be represented by counsel, but otherwise retains his or her right to object
10 *pro se* in accordance with this Agreement. Any Class Member who submits a timely and
11 valid objection will still be entitled to his or her Individual Settlement Award, became a
12 Class Member, and will be bound by the Settlement if the Court approves the Settlement.
13 If a Plaintiff submits both a timely objection and request for exclusion from the settlement,
14 the objection will not be considered but the request for exclusion will be accepted.

15 b. Procedure for Requesting Exclusion. The Notice shall
16 provide that Plaintiffs who wish to exclude themselves from the Class must submit a
17 written statement requesting exclusion from the Class on or before the
18 Objection/Exclusion Deadline Date. Such written request for exclusion must contain the
19 name, address, telephone number, and last four digits of the social security number of the
20 person requesting exclusion, and the location and dates of his or her employment by
21 Defendants. Such request must be returned by mail to the Settlement Administrator and
22 must be postmarked on or before the Objection/Exclusion Deadline Date. The date of the
23 postmark on the return mailing envelope shall be the exclusive means used to determine
24 whether a request for exclusion has been timely submitted. Any Plaintiff who submits a
25 timely and valid request for exclusion will not be entitled to any recovery under the
26 Settlement and will not be bound by the Settlement or have any right to object, appeal, or
27 comment thereon. Plaintiffs who fail to submit a valid and timely request for exclusion on
28 or before the Objection/Exclusion Deadline Date shall become Class Members and shall be

1 bound by all terms of the Settlement and any Final Judgment entered in the Action if the
2 Settlement is approved by the Court.

3
4 6. No Solicitation of Settlement Objections or Exclusions. The
5 Parties agree to use their best efforts to carry out the terms of this Settlement. At no time
6 shall any of the Parties or their counsel seek to solicit or otherwise encourage Plaintiffs to
7 submit written objections to the Settlement or requests for exclusion from the Settlement
8 Class or to appeal from the Court's Final Judgment.

9
10 7. Disputes as to Workweeks Attributed to Plaintiffs. If a Plaintiff
11 who receives a Class Notice wishes to dispute the number of work weeks listed on the
12 Notice, the Plaintiff may notify the Settlement Administrator by mail or telephone no later
13 than the Response Deadline and should produce any available supporting evidence, such as
14 wage statements, offers of employment, termination letters, and/or other employment
15 records, to the Settlement Administrator. The documentation should provide evidence of
16 the dates the Plaintiff contends he or she worked for Defendants during the Class Period.
17 The Settlement Administrator shall then provide the documentation provided by the
18 Plaintiff to Defendants. Defendants shall review its records, the documentation provided
19 by the Plaintiff, and shall provide information to the Settlement Administrator in response
20 to any such disputed claim. Defendants' records shall be presumed to be determinative, but
21 the Settlement Administrator shall evaluate the evidence submitted by the Plaintiff and
22 make the decision as to which dates should be applied. The determination by the
23 Settlement Administrator shall be final and binding.

24
25 8. The Settlement Administrator will, on a weekly basis before
26 and for a reasonable period following the Objection/Exclusion Deadline Date, provide
27 updates to Class Counsel and Defendants' counsel as to the number of Plaintiffs who
28 submitted (i) valid opt-out requests for exclusions; and (ii) objections. To the extent

1 practicable, the weekly updates shall also provide updated data on the number of Notices
2 that are returned as undeliverable and any re-mailing efforts. The Settlement
3 Administrator shall not provide Class Counsel with the names or contact information of
4 any Class Members or opt-outs at any point during or after the Settlement Administration
5 process, including in its supporting declarations unless required by the Court.

6
7 9. Settlement Website. The Settlement Administrator shall
8 establish a website – accessible only to Class Members – to host documents relevant to this
9 lawsuit and the proposed settlement, i.e., the operative complaint; Defendants’ operative
10 answer; this Settlement Agreement, together with its exhibits; the Notice; the forthcoming
11 settlement motions; the Court’s orders on those motions; and the Final Judgment.

12
13 10. No less than twenty (20) court days before the Final Approval
14 Hearing, the Settlement Administrator will prepare a declaration to be provided to Class
15 Counsel and Defendants’ counsel for filing in support of Named Plaintiff’s motion for
16 final approval attesting to the following: (i) its mailing efforts regarding the Notice; (ii) its
17 receipt of the valid requests for exclusion, and its inability to deliver the Notice to
18 Plaintiffs, if any; (iii) its receipt of valid objections, if any; (iv) the estimated average
19 Individual Settlement Award; (v) the final costs of administration; and (vi) any other
20 information requested by Class Counsel or the Court.

21
22 11. Option to Terminate Settlement. If, after the
23 Objection/Exclusion Deadline Date, and before the Final Approval Hearing referenced in
24 Section X.F.12 below, the number of Plaintiffs who have timely submitted requests for
25 exclusion total more than ten percent (10%) of all Plaintiffs, Defendants shall have, in their
26 sole discretion, the option to terminate this Settlement. To be valid, a request for exclusion
27 must be submitted on a timely basis as required by the Settlement Agreement. Defendants
28 agree to meet and confer in good faith with Class Counsel before terminating this

1 Agreement. In the event that Defendants elect to terminate, they shall provide written
2 notice of such termination to Class Counsel. If Defendants choose to exercise their right to
3 terminate the Settlement Agreement, Defendants must do so within twenty (20) days after
4 the Settlement Administrator notifies Class Counsel and Defendants' counsel of the
5 number of valid opt outs or objections received, which the Settlement Administrator will
6 do within ten (10) days after the Objection/Exclusion Deadline Date. Class Counsel may
7 attempt to cause retraction of any election of exclusion by Plaintiffs. If Defendants have
8 exercised their option to terminate the Settlement Agreement, and Class Counsel succeeds
9 in causing the retraction of sufficient requests for exclusion such that the remaining
10 number of Plaintiffs seeking exclusion does not exceed 10% of all Plaintiffs, then
11 Defendants' notice of termination of the Settlement Agreement shall automatically be
12 deemed a nullity. To retract a prior request for exclusion, a Plaintiff must provide to the
13 Settlement Administrator, at least three (3) calendar days prior to the Final Approval
14 Hearing, or any adjournment thereof, a written notice stating his or her desire to retract his
15 or her request for exclusion. Any termination of this Agreement by Defendants pursuant
16 to this Section shall have the same effect as a termination of the Settlement Agreement for
17 failure to satisfy a condition of settlement, and the Settlement Agreement shall become
18 null and void and have no further force or effect, and the Settlement Class certified
19 pursuant to the Settlement Agreement will be decertified for all purposes. If Defendants
20 choose to terminate the Settlement Agreement based upon this Section, Defendants shall
21 pay for the Settlement Administrator's fees and costs incurred to that point.

22
23 12. Final Settlement Approval Hearing and Entry of Final
24 Judgment. Upon passage of the Objection/Exclusion Deadline Date, with the Court's
25 permission, a Final Settlement Approval Hearing ("Final Approval Hearing") shall be
26 conducted to determine final approval of the Settlement along with the amount properly
27 payable for (i) attorneys' fees and costs to Class Counsel; (ii) Named Plaintiff's Service
28 Award; (iii) Settlement Administration fees; and (iv) PAGA payment to the LWDA. Upon

1 final approval of the Settlement by the Court at or after the Final Approval Hearing, the
2 Parties shall present a Final Judgment and Order of Dismissal with Prejudice (“Final
3 Judgment”) (attached as **Exhibit 3** hereto) to the Court for its approval. After entry of the
4 Final Judgment, the Court shall have continuing jurisdiction pursuant to California Code of
5 Civil Procedure section 664.6 solely for purposes of addressing: (i) settlement
6 administration matters and (ii) such post-Final Judgment matters as may be appropriate
7 under court rules or as set forth in this Agreement. Notice of the Final Judgment shall be
8 given to Class Members by posting a copy of the Final Judgment on the settlement website
9 – accessible only to Class Members – for a period of at least sixty (60) calendar days after
10 the date of entry of the Final Judgment.

11
12 13. The Settlement Administrator shall establish a Settlement
13 Account (either a separate checking account or separate ledger entry), and timely fund any
14 checks written upon the Settlement Account to pay all amounts owed under this
15 Settlement;

16 a. Within seven (7) calendar days after the Effective Date,
17 Defendants will wire to or otherwise fund the Settlement Account created by the
18 Settlement Administrator to pay the Settlement Awards, Fees Award, Costs Award,
19 Service Award and PAGA payment, as specified above;

20 b. Within seven (7) calendar days after the Effective Date,
21 Defendants will pay the Settlement Administrator for costs and expenses of administering
22 this Settlement in the amount awarded by the Court out of the Settlement Fund.

23
24 14. Procedure for Payment of Settlement Awards. Within fourteen
25 (14) calendar days after the Effective Date, the Settlement Administrator will pay
26 Attorneys’ Fees and Costs, the Named Plaintiff’s Service Award, and the LWDA’s share
27 of the PAGA Award to the LWDA. Within fourteen (14) calendar days after the Effective
28 Date, the Settlement Administrator shall mail Individual Settlement Awards to the Class

1 Members. Any checks paid to Class Members shall remain valid and negotiable for one
2 hundred twenty (120) calendar days from the date of their issuance ("Check Stale Date").
3 Any checks not cashed after one hundred twenty (120) calendar days will be distributed as
4 set forth within this Agreement. For any checks that are returned with a forwarding
5 address, the Settlement Administrator shall send the check to that forwarding address
6 within ten (10) calendar days. For any checks that are returned with no forwarding
7 address, the Settlement Administrator shall attempt to determine a correct address by using
8 a single computer or other search and shall call the Class Member at the telephone number
9 provided by Defendants. If the Settlement Administrator obtains a new address, then the
10 check shall be mailed to that new address within ten (10) calendar days. In the event these
11 procedures are utilized and the person does not receive the check, no additional steps are
12 required and the Settlement Administrator will have fulfilled all of its obligations under
13 this Section. If any checks are not redeemed or deposited within sixty (60) calendar days
14 after mailing, the Settlement Administrator will send a reminder postcard indicating that
15 unless the check is redeemed or deposited in the next sixty (60) days, it will expire and
16 become non-negotiable, and offer to replace the check if it was lost or misplaced.

17
18 15. Administration of the Settlement shall be completed on or
19 before the date approximately ninety (90) days after the Check Stale Date. At that time, the
20 Settlement Administrator shall cancel any uncashed or deposited settlement checks. All
21 funds associated with uncashed or undeposited settlement checks shall be transmitted to
22 the State Controller's Office with the identity of the Class Member to whom the funds
23 belong. Upon completion of administration of the Settlement, the Settlement Administrator
24 shall provide Class Counsel and counsel for Defendants with a declaration of completion
25 to be filed with the Court by counsel for Defendants.

26
27 16. Administration Cost. All of Defendants' own legal fees, costs
28 and expenses incurred in the Action shall be borne by Defendants. In accordance with

1 Section X.E, settlement administration expenses will included in the Settlement Fund. The
2 Parties agree to cooperate in the settlement administration process and to make all
3 reasonable efforts to control and minimize the costs and expenses incurred in
4 administration of the Settlement.

5
6 G. Good Faith Efforts The Parties will work in good faith to address any
7 impediments to approval of the Settlement raised by the Court. Should the Parties
8 encounter any post-mediation dispute relating in any way to the settlement of the matter,
9 the Parties agree that, prior to dissolving the Settlement and re-engaging in active
10 litigation, they shall return to David A. Rotman for additional, good faith attempts at
11 mediation to resolve the Parties' differences. The Parties shall share the costs of any
12 additional mediation(s), if necessary.

13
14 H. Nullification of Settlement Agreement. In the event that prior to the
15 Effective Date: (i) the Court does not enter a Preliminary Approval Order; (ii) the Court
16 does not finally approve the Settlement as provided herein; (iii) the Court does not enter a
17 Final Judgment as provided herein which becomes final as a result of the occurrence of the
18 Effective Date; (iv) more than ten percent (10%) of Plaintiffs submit valid opt-out election
19 forms and Defendants exercise their option to terminate the Settlement Agreement; or (v)
20 the Settlement does not become final for any other reason, this Settlement Agreement shall
21 be null and void and any order or judgment entered by the Court in furtherance of this
22 Settlement shall be treated as void *ab initio*. In that case, the Parties will seek to reach a
23 revised agreement acceptable to them to be presented to the Court. In the event the Parties
24 cannot reach a mutually acceptable revised agreement, they shall ask the mediator to assist
25 them in resolving the remaining disputes before litigating further. In the event the Parties
26 are unable to reach a revised agreement, or any such revised agreement is not approved by
27 the Court, the Parties shall proceed in all respects as if this Settlement Agreement had not
28 been executed and Defendants will not make any payments under this Settlement

1 Agreement, except that any fees already incurred by the Settlement Administrator shall be
2 paid for equally by the Parties. In the event an appeal is filed from the Court's Final
3 Judgment, or any other appellate review is sought prior to the Effective Date,
4 administration of the Settlement shall be stayed pending final resolution of the appeal or
5 other appellate review.

6
7 I. No Effect on Employee Benefits. The Service Award and Individual
8 Settlement Awards paid to the Named Plaintiff and Class Members shall be deemed not to
9 be pensionable earnings and shall not have any effect on the eligibility for, or calculation
10 of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of
11 Named Plaintiff or Class Members. The Parties agree that any Service Award and
12 Individual Settlement Awards paid to Named Plaintiff and Class Members under the terms
13 of this Agreement do not represent any modification of Named Plaintiff's or Class
14 Members' previously credited hours of service, or other eligibility criteria, under any
15 employee pension benefit plan or employee welfare benefit plan sponsored by Defendants.
16 Further, any Service Award or Individual Settlement Awards hereunder shall not be
17 considered "compensation" in any year for purposes of determining eligibility for, or
18 benefit accrual within, an employee pension benefit plan, employee welfare benefit plan
19 sponsored by Defendants, or unemployment benefits. Defendants will not take 401(k) or
20 other benefits deductions from any Service Award or Individual Settlement Awards.

21
22 J. Privacy of Documents and Information. Named Plaintiff and Named
23 Class Counsel agree that none of the documents and information provided to them by
24 Defendants shall be used for any purpose other than prosecution of the Action and
25 administration of the Settlement.

26
27 K. Confidentiality Prior to Preliminary Approval. The undersigned agree
28 that prior to the date of the filing of the papers in support of Preliminary Approval, they

1 will keep confidential the terms of this Settlement. Named Plaintiff shall be informed that
2 the Settlement is confidential up until the date of the filing of the papers in support of
3 Preliminary Approval, and shall be advised to keep this Settlement confidential.
4 Notwithstanding the foregoing, Named Plaintiff and Class Counsel may inform their
5 immediate family and legal, tax, and financial advisors of this Settlement. However,
6 before disclosing any such information to any such person, Named Plaintiff or Class
7 Counsel (as the case may be) shall advise such person(s) that the information is
8 confidential. The disclosure of this information to any other person shall constitute a
9 breach of this Agreement. Prior to the date of the filing of the papers in support of
10 Preliminary Approval, Class Counsel and counsel for Defendants may not communicate
11 the terms of this Settlement to Plaintiffs, other than Named Plaintiff, including on
12 websites. Notwithstanding the foregoing, the Parties may discuss the terms of the
13 Settlement in any papers filed with the Court relating to preliminary approval of the
14 Settlement. Defendants may reference this Settlement prior to Preliminary Approval, in
15 their financial disclosures. The Parties agree that damages from violation of this provision
16 are significant and impossible to calculate. They therefore agree that any violation of this
17 provision shall subject the Named Plaintiff and/or Class Counsel to liquidated damages in
18 the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) for each such breach.

19
20 L. Limited Publicity Following Preliminary Approval. From and after
21 Preliminary Approval of the Settlement, Class Counsel and Named Plaintiff may only
22 comment regarding the specific terms of this Agreement: (1) as required by law; or (2) as
23 required under the terms of this Agreement. In all other cases, Class Counsel and Named
24 Plaintiff agree to not publicize this Settlement in any way. Neither Named Plaintiff nor
25 Class Counsel shall hold any press conference, make any press release, make statements to
26 the press, publish the settlement on the internet or social media, or in any way
27 affirmatively publicize any information related in any way to the Settlement. The Parties
28 agree that damages from violation of this provision are significant and impossible to

1 calculate. They therefore agree that any violation of this provision shall subject the Named
2 Plaintiff and/or Class Counsel to liquidated damages in the amount of Five Thousand
3 Dollars and Zero Cents (\$5,000.00) for each such breach.

4
5 M. No Admission by the Released Parties. Defendants and the Released
6 Parties deny any and all claims alleged in the Action and deny all wrongdoing whatsoever.
7 This Agreement is not a concession or admission, and shall not be used against Defendants
8 or any of the Released Parties as an admission or indication with respect to any claim of
9 any fault, concession or omission by Defendants or any of the Released Parties. Whether
10 or not the Settlement is finally approved, neither the Settlement, nor any document,
11 statement, proceeding or conduct related to this Agreement, nor any reports or accounts
12 thereof, shall in any event be:

13
14 1. Construed as, offered or admitted in evidence as, or deemed to
15 be evidence for any purpose adverse to the Released Parties, including, but not limited to,
16 evidence of a presumption, concession, indication or admission by any of the Released
17 Parties of any liability, fault, wrongdoing, omission, concession or damage; or

18
19 2. Disclosed, referred to or offered or received as evidence
20 against any of the Released Parties, in any further proceeding in the Action, or any other
21 civil, criminal or administrative action or proceeding, except for purposes of settling the
22 Action pursuant to this Agreement or enforcing the terms of this Stipulation.

23
24 N. CIRCULAR 230 DISCLAIMER. EACH PARTY TO THIS
25 AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING
26 PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE
27 ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND
28 AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN

1 COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR
2 THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE,
3 NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR
4 BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
5 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
6 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS
7 RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL
8 AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION
9 WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT
10 BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
11 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
12 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY
13 OR ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT
14 MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY
15 OR ADVISOR TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
16 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR
17 ADVISOR'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION
18 IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY
19 OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION,
20 INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

21
22 O. Exhibits and Headings. The terms of this Agreement include the
23 terms set forth in any of the attached Exhibits 1 through 3, which are incorporated by this
24 reference as though fully set forth herein. Any exhibits to this Agreement are an integral
25 part of the Settlement. The descriptive headings of any paragraphs or sections of this
26 Agreement are inserted for convenience of reference only and do not constitute a part of
27 this Agreement.

28

1 P. Amendment or Modification. This Agreement may be amended or
2 modified only by a written instrument signed by counsel for all Parties or their successors-
3 in-interest.

4
5 Q. Entire Agreement. This Agreement and the attached exhibits
6 constitute the entire agreement among the Parties, and no oral or written representations, or
7 warranties or inducements, have been made to any Party concerning this Agreement or its
8 exhibits, other than the representations, warranties, and covenants contained and
9 memorialized in such documents.

10
11 R. Authorization to Enter Into Settlement Agreement. Counsel for all
12 Parties warrant and represent that they are expressly authorized by the Parties they
13 represent to negotiate this Agreement, and to take all appropriate action required or
14 permitted to be taken by such Parties (including the execution of any other documents)
15 pursuant to this Agreement to effectuate the terms of said Agreement. The Parties and
16 their counsel will cooperate with each other and use their best efforts to effect the
17 implementation of the Settlement.

18
19 S. Binding on Successors and Assigns. This Agreement shall be binding
20 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
21 previously defined.

22
23 T. California Law Governs. All terms of this Agreement and the
24 exhibits attached hereto shall be governed by and interpreted according to the laws of the
25 State of California.

26
27
28

1 U. Counterparts. This Agreement may be executed in one or more
2 counterparts and transmitted via email or facsimile. All executed counterparts, their copies
3 and each of them, shall be deemed to be one and the same instrument.

4
5 V. Cooperation and Drafting. Each of the Parties has cooperated in the
6 drafting and preparation of this Agreement. Hence, in any construction made of this
7 Agreement, the same shall not be construed against any of the Parties.

8
9 W. Invalidity of Any Provision. Before declaring any provision of this
10 Agreement invalid, the Court shall first attempt to construe the provisions valid to the
11 fullest extent possible consistent with applicable precedents so as to define all provisions
12 of this Agreement valid and enforceable.

13
14 X. Named Plaintiff's General Release Remains Effective. Named
15 Plaintiff agrees to sign this Agreement, and by signing this Agreement is bound by the
16 terms herein stated, including without limitation the release set forth in Section X.C.
17 Named Plaintiff shall retain her rights as a Class Member under this Agreement, but
18 understand that should she opt out of the Settlement, she shall waive her rights to any
19 recovery of any Service Award.

20 **NAMED PLAINTIFF**

21 Dated: 3/29/2021

By: CHARONE M. CAMPBELL-GILMORE
CHARONE GILMORE

22
23
24 **DEFENDANTS**

25 Dated: _____

RALPH LAUREN RETAIL, INC.

26
27 By: _____

28

1 U. Counterparts. This Agreement may be executed in one or more
2 counterparts and transmitted via email or facsimile. All executed counterparts, their copies
3 and each of them, shall be deemed to be one and the same instrument.

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6 drafting and preparation of this Agreement. Hence, in any construction made of this
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11 fullest extent possible consistent with applicable precedents so as to define all provisions
12 of this Agreement valid and enforceable.

13
14 X. Named Plaintiff's General Release Remains Effective. Named
15 Plaintiff agrees to sign this Agreement, and by signing this Agreement is bound by the
16 terms herein stated, including without limitation the release set forth in Section X.C.
17 Named Plaintiff shall retain her rights as a Class Member under this Agreement, but
18 understand that should she opt out of the Settlement, she shall waive her rights to any
19 recovery of any Service Award.

20 **NAMED PLAINTIFF**

21 Dated: _____ By: _____
22 CHARONE GILMORE

23
24 **DEFENDANTS**

25 Dated: 3/30/2021 _____ RALPH LAUREN RETAIL, INC.

26
27 By:  _____
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Its: _____
SVP, Associate General Counsel

Dated: 3/30/2021

RALPH LAUREN CORPORATION

By:  _____
F93F11F085CF4BD...

Its: _____
SVP, Associate General Counsel

APPROVED AS TO FORM:

PLAINTIFFS' COUNSEL

Dated: _____

MARA LAW FIRM, PC

By: _____

DAVID MARA
JILL VECCHI

Attorneys for Plaintiff
CHARONE GILMORE

DEFENDANTS' COUNSEL

Dated: March 30, 2021

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By:  _____

SAMANTHA D. HARDY
DANIEL F. DE LA CRUZ

Attorneys for Defendants
RALPH LAUREN RETAIL, INC. and
RALPH LAUREN CORPORATION

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Its: _____

Dated: _____

RALPH LAUREN CORPORATION

By: _____

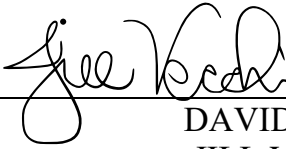
Its: _____

APPROVED AS TO FORM:

PLAINTIFFS' COUNSEL

Dated: March 30, 2021

MARA LAW FIRM, PC

By:  _____

DAVID MARA
JILL VECCHI

Attorneys for Plaintiff
CHARONE GILMORE

DEFENDANTS' COUNSEL

Dated: _____

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By: _____

SAMANTHA D. HARDY
DANIEL F. DE LA CRUZ

Attorneys for Defendants
RALPH LAUREN RETAIL, INC. and
RALPH LAUREN CORPORATION

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LIST OF EXHIBITS

1. Notice of Class and Representative Action Settlement
2. Preliminary Approval Order
3. Final Judgment and Order of Dismissal with Prejudice

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CHARONE GILMORE, on behalf of
herself, all others similarly situated, and on
behalf of the general public,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC.; RALPH
LAUREN CORPORATION; and DOES 1-
100,

Defendants.

Case No. 56-2018-00518077-CU-OE-VTA

**NOTICE OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: September 25,
2018

Trial Date: None Set

CLASS NOTICE

NOTICE OF SETTLEMENT OF CLASS AND REPRESENTATIVE ACTION CLAIMS

Charone Gilmore v. Ralph Lauren Retail, Inc., et al.
Superior Court of the State of California for the County of Ventura
Case No. 56-2018-00518077-CU-OE-VTA

TO: Any and all persons who were employed as hourly, non-exempt Polo Ralph Lauren Factory Store employees in California by Ralph Lauren Retail, Inc. in California from September 25, 2014, through December 19, 2020 (“Class Period”).

PLEASE READ THIS ENTIRE NOTICE CAREFULLY. IT MAY AFFECT YOUR LEGAL RIGHT TO A MONETARY SETTLEMENT ARISING OUT OF YOUR EMPLOYMENT BY RALPH LAUREN RETAIL, INC. AS AN HOURLY, NON-EXEMPT POLO RALPH LAUREN FACTORY STORE EMPLOYEE DURING THE CLASS PERIOD.

THIS NOTICE WILL EXPLAIN THE ABOVE OPTIONS IN MORE DETAIL AND INFORM YOU OF IMPORTANT, TIME-SENSITIVE DEADLINES FOR EACH OPTION.

I. INTRODUCTION

If you were employed by Defendant Ralph Lauren Retail, Inc. in California as an hourly, non-exempt Polo Ralph Lauren Factory Store employee at any time from September 25, 2014, through December 19, 2020 (the "Class Period"), you are a member of the proposed settlement class in this class action lawsuit (a “Plaintiff”) and your rights will be affected as set forth in the proposed settlement described in this Notice (the "Settlement"). On [REDACTED], 2021, the Court preliminarily approved the Settlement. You have received this Notice because Defendant’s records show you are a Plaintiff in this action. This Notice provides you with basic information about the case and advises you of your options with regard to the settlement.

II. NATURE OF THE ACTION

This Action was filed by Named Plaintiff Charone Gilmore (“Named Plaintiff”) in the Superior Court for the State of California, County of Ventura, on September 25, 2018, against Defendants Ralph Lauren Retail, Inc. and Ralph Lauren Corporation (“Defendants”). Named Plaintiff and the Plaintiffs are represented by the Mara Law Firm, PC (“Class Counsel”).

Named Plaintiff’s Operative Complaint alleges the following causes of action: (1) failure to pay all straight time wages; (2) failure to pay all overtime wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) knowing and intentional failure to comply with itemized employee wage statement provisions; (6) failure to pay all wages due at the time of termination of employment; (7) violations of the Labor Code Private Attorneys General Act of 2004 (“PAGA”); and (8) violation of unfair competition law. For these allegedly improper actions, Named Plaintiff is demanding various amounts for wages, penalties, interest, attorneys' fees, and other damages (collectively, the “Claims”).

Ralph Lauren Retail, Inc. strongly denies liability for all of Named Plaintiff’s claims, and contends that it fully complied with California law during the Class Period.

The Court has not decided whether Named Plaintiff or Defendants are correct. Named Plaintiff would still have had to successfully certify the class and prove her claims at trial on a classwide basis. However, the Parties have concluded that it is in their respective best interests and the interests of the Plaintiffs to settle this lawsuit on the terms summarized in this Notice.

III. HOW DOES A CLASS ACTION SETTLEMENT WORK?

Both parties believe the settlement is fair, adequate, and reasonable. The Superior Court of California has preliminarily reviewed the terms of the settlement and determined the settlement is fair, adequate, and reasonable. On [date of ruling on preliminary approval], the Court conditionally certified the Class for settlement purposes only and directed that you receive this Notice.

The Court will hold a Final Fairness Hearing concerning the proposed settlement on [date of final approval hearing], 2021 at [time a.m./p.m.], before the Honorable Ronda J. McKaig at the Superior Court of the State of California for the County of Ventura, 800 S. Victoria Ave., Ventura, CA 93009. The date of the Final Fairness Hearing may change without further notice to the Class. You are advised to check the Court's website (ventura.courts.ca.gov) to confirm that the date has not been changed. Instructions on how to view the Court's docket are set forth at the end of this notice. Please note that some courthouses are closed to the public due to COVID-19. Please check the Court's website to determine if the Court is conducting hearings in person or virtually.

IV. YOUR OPTIONS

Upon receipt of this Notice, you have three options, described in further detail in following sections:

DO NOTHING	You will receive your share of the Settlement's Payout Fund. In exchange for receiving payment from the Payout Fund, you are releasing certain state law claims covered by the Settlement, as well as certain related federal law claims, against Defendants and/or related entities.
EXCLUDE YOURSELF	Receive no payment from the Settlement and retain all rights you may have against Defendants and/or related entities as to state and federal claims.
OBJECT	Write to the Court about why you don't agree with the Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement, and you will release the claims covered by the Settlement.

V. THE SETTLEMENT

The following is only a summary of the provisions of the proposed Settlement between the Named Plaintiff, the Plaintiffs, and Defendants. The specific and complete terms of the proposed Settlement are described in the Stipulation and Settlement of Class and Representative Action Claims ("Settlement Agreement"), a copy of which is available on the settlement website (www.INSERT.com; password: INSERT) or from the Court's docket for your review as set forth at the end of this Notice.

The Settlement has a maximum value of \$700,000.00 (the "Settlement Fund"). The Settlement Fund is made up of six parts: (1) the total payments to Class Members of the Settlement Awards (the "Payout Fund"); (2) a Fees Award to Class Counsel; (3) a Costs Award to Class Counsel; (4) a Service Award/General Release Payment to the Named Plaintiff; (5) a payment to the Labor Workforce Development Agency; and (6) claims administration expenses. The Payout Fund is explained in this Section. The Fees Award, Costs Award, Service Award, payment to the LWDA, and claims administration expenses are explained in Section VI below.

All Plaintiffs are receiving this Notice. All Plaintiffs who do not request to be excluded from the Settlement as set forth in Section VIII below will be "Class Members." All Class Members will automatically receive their pro rata share of the Payout Fund.

Approximately \$[REDACTED] (the "Payout Fund") is available for disbursement to all Plaintiffs. **All Class Members who do not opt-out of the class action will receive an Individual Settlement Award.** Individual Settlement Awards will be distributed on a pro-rata basis based on the number of weeks worked by the Class Member as compared to the number of weeks worked by all Class Members. Any partial week worked will be rounded up to the nearest full workweek. For example, a Class Member who worked 365 days would have a Workweek Figure of 52 weeks. If the Payout Fund was \$339,190.00, and the total workweeks for all Plaintiffs was 160,000, this would result in a \$2.12 Per-Workweek Amount. Then, the above Class Member would be eligible for \$2.12 for 52 workweeks, or \$110.24. This would be the Class Member's Gross Settlement Amount.

Each Class Member's Gross Settlement Amount will be divided into a "Gross Wage Portion" and a "Non-Wage Portion." One-third (33.33%) of all Individual Settlement Payments to Class Members will be called the "Gross Wage Portion." The remaining two-thirds (66.67%) of payments to Class Members represents the "Non-Wage Portion" of the Individual Settlement Payment and includes interest and penalties sought in the Action. Class Members will be issued W2s for the Wage Portions of their Individual Settlement Payment and IRS Form 1099s for the Non-Wage Portions. From each Class Member's Gross Wage Portion, payroll deductions will be made for state and federal withholding taxes and any payroll taxes owed by the Class Member as a result of the payment, resulting in a "Net Wage Component." The total of the Net Wage Component and the Non-Wage Portion shall be the Class Member's "Net Settlement Amount." The Net Settlement Amount will be the net amount paid to each Class Member and is the Class Member's "Individual Settlement Award." Subject to Court approval, the Parties anticipate Individual Settlement Awards will be distributed in approximately [REDACTED], 2021.

Each Class Member will receive their Individual Settlement Award by check. The checks shall remain valid and negotiable for one hundred twenty (120) days from issuance and may thereafter automatically be canceled if not cashed.

If your address changes, or is different from the one on the envelope enclosing this Notice, please promptly notify the Settlement Administrator at [insert telephone number].

VI. CLASS COUNSEL'S FEES AWARD, SERVICE AWARD, PAYMENT TO THE LWDA, AND SETTLEMENT ADMINISTRATION EXPENSES

A. The amount of attorneys' fees awarded to Class Counsel will be subject to the Court's discretion, but in any event, will not exceed \$233,310.00 (the "Fees Award"). Class Counsel may seek a Costs Award not to exceed \$50,000.00. Class Counsel will not be permitted to petition the Court for any additional payments for fees, costs or interest and the Fees Award and Costs Award shall be for all claims for attorneys' fees and costs past, present and future incurred in the Action. The Fees Award and Costs Award will be paid out of and deducted from the Settlement Fund. As part of the Settlement, you will not be required to pay Class Counsel for their representation of you in the Action.

B. The amount of Service Award/General Release Payment to Named Plaintiff will be subject to the Court's discretion, but in any event, will not exceed \$10,000.00. This Service Award/General Release Payment shall be paid out of and deducted from the Settlement Fund.

C. As part of the preliminary approval of the Settlement, the Court has approved payment of \$50,000.00, 75% of which, or \$37,500.00 will be paid to the California Labor Workforce Development Agency ("LWDA") and represent the LWDA's share of the Settlement attributable to civil penalties under the California Labor Code's Private Attorneys General Act, Labor Code §§ 2699 *et seq.* ("PAGA"). The remaining \$12,500.00 will be added to the Payout Fund and distributed to Class Members as part of their Individual Settlement Amounts.

D. Also as part of the preliminary approval of the Settlement, the Court has approved payment of settlement administration expenses in the amount of up to \$26,000.00 to the Settlement Administrator from the Settlement Fund.

VII. BINDING EFFECT/RELEASE OF CLAIMS

As of the Effective Date, the Class Members, including Named Plaintiff, release Defendants and each of their past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys and each of their company-sponsored employee benefit plans and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the "Released Parties"), from the "Released Claims." For the purposes of this Agreement, "Released Claims" means any and all claims, demands, rights, liabilities, and causes of action during the Class Period, of every nature and description whatsoever, known or unknown, asserted or that might have been asserted based upon the facts pleaded in the Action, that were alleged or could have been alleged based upon the facts pleaded in the Action, whether in contract, or for violation of any California or Federal statute, rule or regulation, based on California or Federal wage-and-hour laws, whether for economic damages, restitution, penalties or liquidated damages, arising out of, relating to, or in connection with the Class Claims alleged or that could have been alleged based upon the facts pleaded in the Action under any theory of law, including but not limited to all claims for unpaid wages, including but not limited to minimum wages, straight time wages, overtime wages, or vacation wages (including but not limited to those brought on an off-the-clock, rounding, regular rate, overtime computation or other theory); meal and rest period claims; pay stub claims; recordkeeping claims; reimbursement claims; claims arising under the California Labor Code, IWC Wage Orders, local ordinance, or otherwise; and any and all associated penalties and damages on any and all claims (including but not limited to PAGA penalties, pay stub penalties, waiting time penalties, late payment penalties; meal and rest period penalties, and liquidated damages).

VIII. PROCEDURE FOR EXCLUSION

You may exclude yourself from the Settlement by mailing to [ADMINISTRATOR], located at [ADDRESS], on or before [DATE], a written statement expressing your desire to be excluded from the Settlement in the *Gilmore* litigation. If you wish to request exclusion from the Settlement in this Action, your written statement must include your name (and former names, if any), current address, telephone number, last four digits of your social security number, and the location and dates of your employment by Defendants. In addition, it must be postmarked on or before [DATE]. Requests for exclusion that do not include all required information, or that are not submitted on a timely basis, will be deemed null, void and ineffective. Persons who are eligible to and do submit valid and timely requests for exclusion from the Settlement will not receive Individual Settlement Awards, nor will they be bound by the terms of the proposed Settlement, if it is approved, or the Final Judgment in this Action.

IX. SETTLEMENT HEARING/OBJECTIONS TO THE PROPOSED SETTLEMENT

A hearing (the "Final Approval Hearing") will be held before the Honorable Vincent J. O'Neill on _____, 2021, at _____:_____.m. at the Superior Court of the State of California for the County of Ventura, 800 S. Victoria Ave., Ventura, CA 93009 (the "Court"), to determine whether the proposed Settlement of the Action is fair, adequate and reasonable and should be approved by the Court and whether the Action should be dismissed on the merits with prejudice. The hearing may be continued by the Court from time to time as the Court may without further direct notice.

Any Class Member who wishes to object to the Settlement must serve on the Settlement Administrator and counsel for the Parties a written statement objecting to the Settlement. Objections must be served on the Settlement Administrator at [ADDRESS]. Such written objection must contain the name, address, telephone number, and last four digits of the Social Security Number of the person objecting; the

location and dates of his/her employment by Defendants; whether the objector has retained an attorney; and if the objector has retained an attorney, the name of the firm, name of the attorney, address, and telephone number. Any such objection must personally served on or before [REDACTED], 2021, or if by mail then postmarked no later than [REDACTED], 2021, upon all of the following Counsel:

David Mara Jill Vecchi MARA LAW FIRM, PC 2650 Camino Del Rio N., Suite 205 San Diego, CA 92108	Samantha D. Hardy Daniel F. De La Cruz SHEPPARD, MULLIN, RICHTER & HAMPTON, LLP 510 W. Broadway, 19th Floor San Diego, CA 92101
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No Class Member shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel at his/her own expense) or to object to the Settlement, and no objections or briefs submitted by any Class Member shall be received or considered by the Court at the Final Approval Hearing, unless written notice of the Class Member's intention to appear at the Final Approval Hearing, and copies of any written objections or briefs, have been filed with the Court and served on counsel for the Parties, before the deadline above. Further, if the objector retains an attorney, the attorney must file a valid notice of appearance within seven (7) days of the deadline for submitting objections. If the objector's attorney fails to file a notice of appearance within that time, the objector waives his or her right to be represented by counsel, but otherwise retains his or her right to object *pro se*. Any Class Member who does not make and serve his or her written objections in the manner provided above shall be deemed to have waived such objections and shall be foreclosed from making any objections (by appeal or otherwise) to the proposed Settlement.

Any Class Member who is satisfied with the proposed Settlement need not appear at the Final Approval Hearing.

X. EXAMINATION OF PAPERS AND INQUIRIES

The foregoing is only a summary of the Action and the proposed Settlement and does not purport to be comprehensive. For a more detailed statement of the matters involved in the Action and the proposed Settlement, you may refer to the pleadings, the Stipulation and Settlement Agreement of Class and Representative Action Claims, and other papers filed in the Action, which may be inspected at the Office of the Clerk of the Court, 800 S. Victoria Ave., Ventura, CA 93009, during regular business hours of each Court day. These documents are also contained on the settlement website (www.[REDACTED].com; password: [REDACTED]). You may also obtain these documents free of charge by contacting Class Counsel at (619) 234-2833.

All inquiries by Plaintiffs regarding this Notice and/or the Settlement should be directed to the settlement administrator for this Settlement:

[REDACTED]
[ADMINISTRATOR]
[ADDRESS]
[PHONE]
[WEBSITE]

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR DEFENDANTS' ATTORNEYS WITH INQUIRIES.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CHARONE GILMORE, on behalf of herself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC.; RALPH
LAUREN CORPORATION; and DOES 1-100,

Defendants.

Case No. 56-2018-00518077-CU-OE-VTA

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Complaint Filed: September 25, 2018
Trial Date: None Set

PRELIMINARY APPROVAL ORDER

1 WHEREAS, this action is pending before this Court as a class and representative action
2 (the "Action"); and

3
4 WHEREAS, the Parties have jointly applied to this Court for an order preliminarily
5 approving the settlement of the Action in accordance with an Amended Stipulation and Settlement
6 of Class and Representative Action Claims (the "Stipulation" or "Settlement"), which, together
7 with the exhibits annexed thereto, sets forth the terms and conditions for a proposed settlement
8 and dismissal of the Action with prejudice upon the terms and conditions set forth therein; and the
9 Court having read and considered the Stipulation and the exhibits annexed thereto;

10
11 NOW, THEREFORE, IT IS HEREBY ORDERED:

12
13 1. This Order incorporates by reference the definitions in the Stipulation, and all terms
14 defined therein shall have the same meaning in this Order as set forth in the Stipulation.

15
16 2. The Court recognizes that Plaintiff and Defendants stipulate and agree to
17 certification of a class for settlement purposes only. For settlement purposes only, the Court
18 conditionally certifies the following settlement class (the "Class"): "All hourly, non-exempt Polo
19 Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in
20 California during the Class Period" (the "Plaintiffs"). The "Class Period" shall be the time period
21 beginning on September 25, 2014, and ending on December 19, 2020.

22
23 3. The Court finds, for settlement purposes only, the requirements of California Code
24 of Civil Procedure section 382 are satisfied. The term "Class Member" means a Plaintiff who has
25 not requested exclusion from the Settlement.

1 6. A hearing (the "Final Approval Hearing") shall be held before this Court on
2 _____, at _____.m. at the Superior Court of the State of California for the County
3 of Ventura, 800 S. Victoria Ave., Ventura, CA 93009, to determine all necessary matters
4 concerning the Settlement, including: whether the proposed settlement of the Action on the terms
5 and conditions provided for in the Stipulation is fair, adequate and reasonable and should be
6 finally approved by the Court; whether a Judgment, as provided in the Stipulation, should be
7 entered herein; whether the plan of allocation contained in the Stipulation should be approved as
8 fair, adequate and reasonable to the Class Members; and to finally approve Class Counsel's Fees
9 and Costs Award, the Named Plaintiff's Service Award/General Release Payment, the PAGA
10 payment to the LWDA, and the settlement administration expenses. The Final Approval Hearing
11 may be continued without further notice to Plaintiffs. The Parties shall file a Motion for Final
12 Approval sixteen (16) court days prior to the final approval hearing.

13
14 7. The Stipulation specifies a Fees Award in an amount not to exceed \$233,310.00,
15 Costs in an amount not to exceed \$50,000.00, a Service Award/General Release Payment of
16 \$10,000.00 to the Named Plaintiff, \$26,000.00 for Settlement Administration Expenses, and
17 \$37,500.00 to the Labor and Workforce Development Agency ("LWDA") as the LWDA's 75%
18 share of the \$50,000.00 allocated to Private Attorney General Act ("PAGA") claims in this
19 Action. However, the Court will not approve the amount of attorneys' fees and costs, claims
20 administration expenses, or the amount of the Service Award/General Release Payment until the
21 Final Approval Hearing. If the Court decides to award less than the amounts set forth above, then
22 those amounts shall be added to the Payout Fund and will be distributed amongst Class Members
23 in accordance with the formulas above. Funds associated with the Individual Settlement Awards
24 of Unlocated Plaintiffs and Plaintiffs who have submitted valid and timely requests for exclusion
25 shall be included in the Payout Fund and will be distributed amongst Class Members in
26 accordance with the formulas above. Funds associated with uncashed checks will be transferred to
27 the California State Controller with the identity of the Class Member to whom the funds belong, to
28 be held for the Class Member per California Unclaimed Property Law, in the interest of justice.

1 The money paid to the California State Controller will remain the Class Member's property. This
2 allows Class Members who did not cash their checks to collect their Individual Settlement
3 Payment at any time in the future. Therefore, there will be no unpaid residue or unclaimed or
4 abandoned Class Member fund and the California Code of Civil Procedure Section 384 shall not
5 apply. It appears to the Court that this provision is appropriate, fair, and reasonable.

6
7 8. The Court hereby approves, as to form and content, the Notice annexed as
8 Exhibit 1 to the Stipulation. The Court finds that the distribution of the Notice substantially in the
9 manner and form set forth in the Stipulation and this Order meets the requirements of due process,
10 is the best notice practicable under the circumstances, and shall constitute due and sufficient notice
11 to all persons entitled thereto.

12
13 9. The Court hereby appoints Phoenix Settlement Administrators as Settlement
14 Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to
15 Plaintiffs the Notice by first class mail within forty-five (45) calendar days after the date of this
16 Order using the procedures set forth in the Stipulation. Plaintiffs shall have thirty (30) days from
17 the date of the mailing to respond to the Notice. The Court finds the dates selected for the mailing
18 and distribution of the Notice meet the requirements of due process and provide the best notice
19 practicable under the circumstances and shall constitute due and sufficient notice to all persons
20 entitled thereto. Plaintiffs who do not opt out of the Settlement will become Class Members and
21 will automatically receive their Individual Settlement Awards.

22
23 10. Any Plaintiff may choose to opt out of and be excluded from the Class as provided
24 in the Notice by following the instructions for requesting exclusion from the Class that are set
25 forth in the Notice. All requests for exclusion must be submitted as provided in the Notice. Any
26 such person who chooses to opt out of and be excluded from the Class will not be entitled to any
27 recovery under the Settlement and will not be bound by the Settlement or have any right to object,
28 appeal or comment thereon. Any written request to opt out must be signed by each such person

1 opting out. Class Members who have not requested exclusion shall be bound by all
2 determinations of the Court, the Stipulation and Judgment.

3
4 11. Any Class Member may appear at the Final Approval Hearing and may object or
5 express his or her views regarding the Settlement, and may present evidence and file briefs or
6 other papers, that may be proper and relevant to the issues to be heard and determined by the
7 Court as provided in the Notice. However, no Class Member, or any other person shall be heard
8 or entitled to object, and no papers or briefs submitted by any such person shall be received or
9 considered by the Court, unless on or before thirty (30) days after the Notice Date, that person has
10 served by hand or by first class mail written objections and copies of any papers and briefs in
11 support of their position and verification of their membership in the Class upon: (1) Mara Law
12 Firm, PC, attn. Jill Vecchi, 2650 Camino Del Rio N., Suite 205, San Diego, CA 92108; and (2)
13 Sheppard, Mullin, Richter & Hampton LLP, attn.: Daniel De La Cruz, 501 W. Broadway, 19th
14 Floor, San Diego, CA 92101, and (3) the Settlement Administrator. Any Class Member who does
15 not make his or her objection in the manner provided for in this Order shall be deemed to have
16 waived such objection and shall forever be foreclosed from making any objection to the
17 Settlement.

18
19 12. All settlement administration expenses shall be paid from the Settlement Fund.

20
21 13. To the extent permitted by law, pending final determination as to whether the
22 settlement contained in the Stipulation should be approved, the Plaintiffs, whether directly,
23 representatively, or in any other capacity, whether or not such persons have appeared in the
24 Action, shall not institute or prosecute any Released Claims against the Released Parties. The
25 Settlement is not a concession or admission, and shall not be used against Defendants or any of the
26 Released Parties as an admission or indication with respect to any claim of any fault or omission
27 by Defendants or any of the Released Parties. Whether or not the Settlement is finally approved,
28

1 neither the Settlement, nor any document, statement, proceeding or conduct related to the
2 Settlement, nor any reports or accounts thereof, shall in any event be:

- 3
- 4 a. Construed as, offered or admitted in evidence as, received as or deemed to be
5 evidence for any purpose adverse to the Released Parties, including, but not limited
6 to, evidence of a presumption, concession, indication or admission by Defendants
7 or any of the Released Parties of any liability, fault, wrongdoing, omission,
8 concession or damage; or
- 9
- 10 b. Disclosed, referred to, or offered or received in evidence against any of the
11 Released Parties in any further proceeding in the Action, or in any other civil,
12 criminal or administrative action or proceeding, except for purposes of settling the
13 Action pursuant to the Stipulation.

14

15 14. As of the date this Order is signed, all dates and deadlines associated with the
16 Action shall continue to be stayed, other than those related to the administration of the Settlement
17 of the Action.

18

19 15. In the event the Settlement does not become effective in accordance with the terms
20 of the Stipulation, or the Settlement is not finally approved, or is terminated, canceled or fails to
21 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
22 and the Parties shall revert to their respective positions as of the date immediately before entering
23 into the Stipulation.

24

25 16. The Court reserves the right to adjourn or continue the date of the Final Approval
26 Hearing and all dates provided for in the Stipulation without further notice to Plaintiffs, and
27 retains jurisdiction to consider all further applications arising out of or connected with the
28

1 proposed Settlement. Should the final approval hearing be continued for any reason, Class
2 Counsel shall give notice to any objecting party.

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4 Dated: _____

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THE HONORABLE RONDA J. MCKAIG
JUDGE OF THE SUPERIOR COURT

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF VENTURA

CHARONE GILMORE, on behalf of herself, all
others similarly situated, and on behalf of the
general public,

Plaintiffs,

v.

RALPH LAUREN RETAIL, INC.; RALPH
LAUREN CORPORATION; and DOES 1-100,

Defendants.

Case No. 56-2018-00518077-CU-OE-VTA

**[PROPOSED] FINAL JUDGMENT AND
ORDER OF DISMISSAL WITH
PREJUDICE**

Complaint Filed: September 25, 2018

Trial Date: None Set

FINAL JUDGMENT AND ORDER OF DISMISSAL WITH PREJUDICE

1 This matter having come before the Court for hearing pursuant to the Order of this Court
2 dated _____, for final approval of the settlement set forth in the Amended Stipulation and
3 Settlement of Class and Representative Action Claims ("Stipulation" or "Settlement"), and due and
4 adequate notice having been given to the Plaintiffs as required in said Order, and the Court having
5 considered all papers filed and proceedings had herein and otherwise being fully informed of the
6 premises and good cause appearing therefor, it is

7
8 ORDERED, ADJUDGED AND DECREED THAT:

9
10 1. All terms used herein shall have the same meaning as defined in the Stipulation.

11
12 2. This Court has jurisdiction over the subject matter of this litigation and over all
13 Parties to this litigation, including all Plaintiffs.

14
15 3. Distribution of the Notice directed to the Plaintiffs as set forth in the Stipulation
16 and the other matters set forth therein has been completed in conformity with the Preliminary
17 Approval Order, including individual notice to all Plaintiffs who could be identified through
18 reasonable effort, and was the best notice practicable under the circumstances. This Notice
19 provided due and adequate notice of the proceedings and of the matters set forth therein, including
20 the proposed settlement set forth in the Stipulation, to all persons entitled to such Notice, and the
21 Notice fully satisfied the requirements of due process. A full opportunity has been afforded to the
22 Class to participate in the Final Approval Hearing, and all Class Members and other persons
23 wishing to be heard have been heard. The Plaintiffs also have had a full and fair opportunity to
24 exclude themselves from the settlement. Accordingly, the Court determines that all Class
25 Members who did not submit a timely and valid request for exclusion from the settlement to the
26 Settlement Administrator are bound by this Order. ____ Plaintiffs objected to the Settlement.
27 ____ Plaintiffs opted out of the Settlement.

1 4. This Court hereby approves the settlement set forth in the Stipulation and finds that
2 the Settlement is, in all respects, fair, adequate and reasonable and directs the Parties to effectuate
3 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
4 result of intensive, serious and non-collusive arms'-length negotiations; that the Parties have
5 conducted extensive and costly investigation and research and counsel for the Parties are able to
6 reasonably evaluate their respective positions; and that settlement at this time will avoid additional
7 substantial costs, as well as avoid the delay and risks that would be presented by the further
8 prosecution of these Actions. The Court has reviewed the monetary recovery that is being granted
9 as part of the Settlement and recognizes the significant value to the Class of that monetary
10 recovery. The Court finds that the Class is properly certified as a class for settlement purposes
11 only.

12
13 5. For purposes of this Judgment, the term "Class" means "All hourly, non-exempt
14 Polo Ralph Lauren Factory Store employees employed by Defendant Ralph Lauren Retail, Inc. in
15 California during the Class Period." The "Class Period" shall be the time period beginning on
16 September 25, 2014, and ending on December 19, 2020.

17
18 6. The term "Class Member" means a Plaintiff who has not requested exclusion from
19 the Settlement.

20
21 7. As of the Effective Date, each and every Released Claim of each and every Class
22 Member is and shall be deemed to be conclusively released as against the Released Parties for the
23 Class Period. All Class Members as of the Effective Date are hereby forever barred and enjoined
24 from prosecuting the Released Claims against the Released Parties.

25
26 8. The Court hereby confirms Named Plaintiff Charone Gilmore as the class
27 representative in this action. The Court hereby confirms David Mara and Jill Vecchi of Mara Law
28 Firm, PC, as Class Counsel in this action.

1 9. The Final Judgment shall bind each Class Member (including Named Plaintiff) and
2 shall operate as a full release and discharge of claims. The Final Judgment shall have a *res*
3 *judicata* effect and bar all Class Members from bringing any action asserting Released Claims as
4 specified in the Settlement against Defendants and the Released Parties, and it shall further bar
5 Named Plaintiff from bringing any action asserting any claims against Defendants and the
6 Released Parties that were released as part of the “General Release” agreed to by Named Plaintiff
7 in the Settlement.. The Court further finds that the Released Claims shall include Fair Labor
8 Standards Act (“FLSA”) claims for all Class Members under the doctrine of *res judicata* as
9 described in *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (9th Cir. 2018),
10 regardless of whether that Class Member endorses and cashes his or her settlement check.

11
12 10. The Stipulation and Settlement is not an admission by Defendants or any of the
13 other Released Parties, nor is this Judgment a finding, of the validity of any claims in the Action
14 or of any wrongdoing by Defendants or any of the other Released Parties. Neither this Judgment,
15 the Stipulation, nor any document referred to herein, nor any action taken to carry out the
16 Stipulation is, may be construed as, or may be used as an admission by or against Defendants or
17 any of the other Released Parties of any fault, wrongdoing or liability whatsoever. The entering
18 into or carrying out of the Stipulation, and any negotiations or proceedings related thereto, shall
19 not in any event be construed as, or deemed to be evidence of, an admission or concession with
20 regard to the denials or defenses by Defendants or any of the other Released Parties and shall not
21 be offered in evidence in any action or proceeding against Defendants or any of the Released
22 Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than
23 to enforce the provisions of this Judgment, the Stipulation, or any related agreement or release.
24 Notwithstanding these restrictions, any of the Released Parties may file in the Action or in any
25 other proceeding the Judgment, Stipulation, or any other papers and records on file in the Action
26 as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or
27 other theory of claim or issue preclusion or similar defense as to the Released Claims.

28

1 11. The Court hereby dismisses the Action on the merits and with prejudice against the
2 Named Plaintiff and all Class Members in favor of Defendants and without costs or attorneys' fees
3 to any of the Parties as against any other settling party, except as provided for in the Stipulation.
4 Without affecting the finality of this Judgment in any way, this Court hereby retains continuing
5 jurisdiction over the interpretation, implementation and enforcement of the Settlement and all
6 orders and judgments entered in connection therewith.

7
8 12. The Court hereby awards Class Counsel attorneys' fees ("Fees Award") in the
9 amount of \$ _____ and costs ("Costs Award") in the amount of \$ _____. Class Counsel shall
10 not be entitled to any other award of attorneys' fees or costs in any way connected with this
11 Action. The Court also hereby approves a Service Award/General Release Payment to the Named
12 Plaintiff in the amount of \$ _____. The Court approves payment to the LWDA in the amount of \$
13 _____. The Court also approves the payment of claims administration expenses in the amount
14 of \$ _____. The Court finds and determines that these payments are fair and reasonable. The
15 Court hereby gives final approval to and orders these payments be made by the Settlement
16 Administrator in accordance with the terms of the Stipulation. Any separate appeal from the
17 portion of this Judgment as to the Fees Award shall not operate to terminate or cancel the
18 Stipulation or otherwise affect the finality of this Judgment.

19
20 13. After administration of the Settlement has been completed in accordance with the
21 Stipulation and all amounts calculated, and in no event later than ninety (90) days after the Check
22 Stale Date, Defendants shall file a report with this Court certifying compliance with the terms of
23 the Settlement.

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25 14. The Court finds that the Stipulation is in good faith and constitutes a fair,
26 reasonable and adequate compromise of the Released Claims.

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15. If the Settlement does not become final and effective in accordance with the terms of the Stipulation, resulting in the return and/or retention of the Settlement Fund to Defendants consistent with the terms of the Settlement, then this Judgment and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

16. Notice of entry of this Final Approval Order and Judgment shall be given to the Class Members by posting a copy of the Final Approval Order and Judgment on the Settlement Administrator’s website – accessible only to Class Members – for a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and Judgment. Individualized notice is not required.

Dated: _____

THE HONORABLE RONDA J. MCKAIG
JUDGE OF THE SUPERIOR COURT