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individually and on behalf of all others similarly situated

10 *[Additional counsel listed on next page]*

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF LOS ANGELES

13 Coordination Proceeding Special Title (CRC
14 3.550)

15 T.J. MAXX WAGE AND HOUR CASES

16 Included Actions:

17 *Lortkipanidze v. T.J. Maxx of CA, LLC, et al.*, Los
18 Angeles County Superior Court Case No.
19STCV43210

19 *Rucker v. T.J. Maxx of CA, LLC, et al.*, Sonoma
20 County Superior Court Case No. SCV-264483

21 *Karine Gragyan v. T.J. Maxx of CA, LLC, et al.*,
22 Alameda County Superior Court Case No.
RG20068810

23 *Karine Gragyan v. T.J. Maxx of CA, LLC, et al.*,
24 Los Angeles County Superior Court Case No.
20STCV38799

JCCP Case No. 5097

*Assigned to Hon. Elihu M. Berle
Department SSC-6*

**FIRST AMENDED CLASS AND PAGA
ACTION SETTLEMENT
AGREEMENT**

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25 Attorneys for Defendants

T.J. MAXX OF CA, LLC

1 **I. INTRODUCTION AND SUMMARY OF SETTLEMENT TERMS**

2 This stipulation fully replaces the Class and PAGA Action Settlement Agreement signed by
3 the parties on or about February 28, 2022 and sets forth the terms of the settlement of a consolidated
4 wage and hour class action for (1) failure to pay wages earned, (2) failure to pay minimum wage, (3)
5 failure to pay overtime, (4) failure to authorize or permit meal periods, (5) failure to authorize or permit
6 rest breaks, (6) failure to provide accurate wage statements, (7) failure to pay all wages upon
7 separation, (8) unfair business practices, and (9) PAGA violations. The consolidated case includes the
8 wage and hour class and PAGA claims brought by Plaintiff Michael Lortkipanidze (“Plaintiff
9 Lortkipanidze”) and PAGA claims of Plaintiff Robert C. Rucker (“Plaintiff Rucker”) and Plaintiff
10 Karine Gragyan (“Plaintiff Gragyan”) (Plaintiff Lortkipanidze, Plaintiff Rucker, and Plaintiff
11 Gragyan, collectively “Plaintiffs”), against Defendants T.J. Maxx of CA, LLC, a Virginia limited
12 liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company¹ (collectively
13 “T.J. Maxx” or “Defendants”).

14 Under the terms of the parties’ Settlement and after final approval and entry of judgment
15 pursuant to California Rule of Court 3.769, Defendants will pay a gross settlement amount of two
16 million three hundred thousand dollars (\$2,300,000) (the “Gross Settlement Amount”), plus the
17 employer’s share of payroll taxes. The Settlement will be administered by a third-party settlement
18 administrator with experience administering class action settlements of this type. Until distribution,
19 and based on the timelines herein, the Gross Settlement Amount will be held in a Qualified Settlement
20 Fund established by the Settlement Administrator. This is an opt-out settlement, and Class Members
21 (as defined in Section II) will receive a settlement payment unless they timely submit a Request for
22 Exclusion. Settlement Class Members shall not be required to submit a claim form. PAGA Employees
23 may not opt out of the PAGA Settlement.

24 The Parties agree and propose that the following disbursements will be made from the Gross
25 Settlement Amount, subject to Court approval at the Final Fairness and Approval Hearing:

26 A. Settlement Administration Costs, estimated to be \$46,000.

27 _____
28 ¹ Defendants advise that T.J. Maxx of California, a Delaware Limited Liability Company, is no longer an active entity in California, replaced by T.J. Maxx of Virginia as of January 29, 2018.

1 B. Class Counsel’s Attorneys’ Fees, to be approved by the Court, in an amount not to
2 exceed \$766,666.66, which is one-third of the Gross Settlement Amount;

3 C. Class Counsel’s Costs, as approved by the Court, in an amount not to exceed \$50,000;

4 D. Service and Release Awards to Plaintiffs Michael Lortkipanidze, Robert Rucker and
5 Karine Gragyan in the amount of \$10,000 each (for a total of \$30,000) as payment for their time and
6 efforts in pursuing this Action, and for the broader release and other covenants that they will be
7 providing to Defendants;

8 E. An allocation of fifty percent (50%) of the Net Settlement to Plaintiffs’ PAGA claims
9 (the “PAGA Amount”), seventy-five percent (75%) of which will be paid to the California Labor and
10 Workforce Development Agency (the “LWDA Payment”), and the remaining twenty-five percent
11 (25%) of which will be distributed to the PAGA Employees (defined below).

12 F. The remainder of the Net Settlement Amount will be distributed to Settlement Class
13 Members based on the methodology discussed in section IV.K, below.

14 It is estimated that the Net Settlement Amount will be approximately \$1,407,333.34, after
15 deductions for Class Counsel’s Attorneys’ Fees, Class Counsel’s Costs, Settlement Administration
16 Costs, and the Service and Release Awards.

17 Defendants represent that the Class consisted of approximately 753 members, who have
18 worked a total of approximately 91,824 workweeks (“Represented Workweeks”) from November 8,
19 2017, through June 5, 2021, and will provide updated numbers through March 1, 2022.

20 **II. DEFINITIONS**

21 As used in this Stipulation, the following terms shall have the meanings set forth below:

22 A. “Action” means this consolidated putative class and representative action pending in
23 Los Angeles County Superior Court titled *T.J. MAXX WAGE AND HOUR CASES*, JCCP Case No.
24 5097.

25 B. “Agreement” or “Stipulation” means this Class And PAGA Action Settlement
26 Agreement.

1 C. “Class” means all non-exempt employees who worked for Defendants in California
2 during the Class Period (as defined below) who did not sign an arbitration agreement and/or who opted
3 out of an arbitration agreement.

4 D. “Class Counsel” means Aaron C. Gundzik and Rebecca G. Gundzik of Gundzik
5 Gundzik Heeger LLP, 14011 Ventura Blvd., Suite 206E, Sherman Oaks, CA 91423, (818) 290-7461,
6 Dan Holzman of Caskey & Holzman, 24025 Park Sorrento, Ste. 400, Calabasas, CA 91302, (818)
7 657-1070, Joshua H. Haffner and Vahan Mikayelyan of Haffner PC, 445 South Figueroa Street, Suite
8 2625, Los Angeles, CA 90071, (213) 514-5691, Joseph Lavi, Jordan D. Bello, Vincent C. Granberry
9 and Courtney M. Miller of Lavi & Ebrahimian, LLP, 8889 W. Olympic Blvd., Suite 200, Beverly
10 Hills, CA, (310) 432-000, and Sahag Majarian II of Law Offices of Sahag Majarian II, 18250 Ventura
11 Blvd., Tarzana, CA 91356, (818) 690-0807.

12 E. “Class Counsel’s Attorneys’ Fees” means the amount to be awarded to Class Counsel
13 from the Gross Settlement Amount for their attorneys’ fees for their work in this Action, subject to
14 Court approval at the Final Fairness and Approval Hearing. Class Counsel’s Attorneys’ Fees will not
15 exceed one-third of the Gross Settlement Amount, which is \$766,666.66.

16 F. “Class Counsel’s Costs” means the amount to be awarded to Class Counsel from the
17 Gross Settlement Amount to reimburse Class Counsel for their reasonable costs and expenses incurred
18 in the Action, subject to Court approval at the Final Fairness and Approval Hearing. Class Counsel’s
19 Costs will not exceed \$50,000.

20 G. “Class Data” means each Class Member’s full name, social security number, last
21 known address, and telephone number(s), along with the number of weeks that each Class Member
22 worked for Defendants in a Class position during the Class Period to the extent that this information
23 is in Defendants’ reasonable possession.

24 H. “Class Member” is a person who is a member of the Class.

25 I. “Class Period” means the period from August 11, 2016, through March 1, 2022.

26 J. “Complaint” means the Consolidated Class Action Complaint on file in the Action.

27 K. “Court” means the Superior Court of the State of California, in and for the County of
28 Los Angeles, where the Action is pending.

1 L. “Defendants” means T.J. Maxx of CA, LLC, a Virginia limited liability company and
2 T.J. Maxx of CA, LLC, a Delaware limited liability company.

3 M. “Defendants’ Counsel” means Bradley E. Schwan and Jannine A. Kranz of Littler
4 Mendelson, P.C., 2049 Century Park East, 5th Floor, Los Angeles, CA 90067, (310) 553-0308, and
5 Brittany L. McCarthy of Littler Mendelson, P.C., 501 W. Broadway, Suite 900, San Diego, CA 92101,
6 (619) 232-0441.

7 N. “Effective Date” means the date of entry of the “Final Approval Order” if no objection
8 is filed. If a timely objection to the settlement is filed, the “Effective Date” will be the later of (1) 65
9 days following entry of the Final Approval Order and (2) if an appeal, review or writ is sought from
10 the Final Approval Order, ten days following the date on which (i) the highest reviewing court renders
11 its decision denying the petition or writ challenging the Final Approval Order or renders its decision
12 affirming the Final Approval Order and (ii) the Final Approval Order is no longer subject to further
13 review.

14 O. “Employer’s Withholding Share” means Defendants’ share of all federal, state, and
15 local taxes and required withholdings, including without limitation, FICA, Medicare tax, FUTA, and
16 state unemployment taxes.

17 P. “Final Approval Order” means the Order Granting Final Approval of Class Action
18 Settlement and Judgment entered by the Court.

19 Q. “Final Fairness and Approval Hearing” means the hearing on Plaintiffs’ Motion for
20 Final Approval of Class Action Settlement at which the Court will be asked to give final approval to
21 the settlement terms set forth herein and to enter judgment.

22 R. “Gross Settlement Amount” means the two million three hundred thousand dollars
23 (\$2,300,000) which Defendants will pay under this Settlement.

24 S. “LWDA Payment” means 75% of the PAGA Payment. The LWDA Payment will be
25 paid to the LWDA.

26 T. “Net Settlement Amount” means the amount remaining from the Gross Settlement
27 Amount after payments of Court-approved Class Counsel’s Attorney’s Fees and Class Counsel’s
28

1 Costs, Service and Release Awards to the Representative Plaintiffs, and Settlement Administration
2 Costs. It is estimated that the Net Settlement Amount will be at least \$1,408,333.34.

3 U. "Notice of Settlement" means the "Notice of Proposed Class Action Settlement and
4 Final Approval Hearing," the form of which is attached hereto as Exhibit A.

5 V. "Notice of Objection" means any written objection to this Settlement sent by a
6 Settlement Class Member to the Settlement Administrator as specified herein and in the Notice of
7 Settlement.

8 W. "PAGA Employee Portion" mean twenty-five percent (25%) of the amount of the
9 PAGA Settlement (as defined below).

10 X. "PAGA Employee" means all non-exempt employees who worked for Defendants in
11 California during the PAGA Period (as defined below).

12 Y. "PAGA Period" means the time period from May 22, 2018, through the date that the
13 Court grants Preliminary approval of this settlement.

14 Z. "PAGA Released Claims" means any and all claims for civil penalties under the PAGA
15 that were alleged in, or arise out of the facts alleged in any letter sent to the LWDA by any of the
16 Representative Plaintiffs or the consolidated Complaint including, but not limited to, failure to provide
17 meal and rest breaks, failure to pay for all hours worked, failure to pay overtime, failure to provide
18 accurate wage statements, and failure to pay all wages owed at termination.

19 AA. The "PAGA Settlement" means the fifty percent (50%) of the Net Settlement Amount
20 that the Parties have allocated to settlement of Plaintiffs' PAGA claims.

21 BB. "Parties" means the Representative Plaintiffs on behalf of themselves, all Settlement
22 Class Members and PAGA Employees, and Defendants.

23 CC. "Preliminary Approval Date" is the date that the Court grants preliminary approval of
24 this Settlement pursuant to California Rule of Court 3.769(c).

25 DD. "Qualified Settlement Fund" or "QSF" means a federally insured bank account to be
26 established by the Settlement Administrator into which all payments from Defendants related to this
27 Settlement will be deposited and from which all payments authorized by the Court will be made. The
28 QSF will be established prior to Defendants' deposit of the Gross Settlement Amount.

1 EE. “Qualifying Pay Period” means a pay period during which a PAGA Employee worked
2 for Defendants during the PAGA Period.

3 FF. “Qualifying Workweek” means a workweek during which a Class Member worked for
4 Defendants during the Class Period.

5 GG. “Released Claims,” as determined by the Court, means all causes of action and factual
6 or legal theories that were alleged, or could have been alleged, in the Complaint or arise from facts
7 alleged in the Complaint , including all damages, penalties, interest, and other amounts recoverable
8 under said claims, causes of action or legal theories of relief. The time period governing these Released
9 Claims shall be from November 8, 2017, through the end of the Class Period only. Provided, however,
10 the Released Claims shall not include the PAGA Released Claims, which are defined separately below.
11 Claims and damages that were not alleged in the Complaint (or any prior individual complaint of any
12 Representative Plaintiff, or in any subsequent operative Complaint) and could not be alleged based on
13 the fact and legal theories alleged, and do not arise from the facts alleged in the Complaint, are
14 specifically excluded from the release.

15 HH. “Released Parties” means Defendants and their past, present and/or future officers,
16 directors, members, managers, employees, agents, representatives, attorneys, insurers, partners,
17 investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions,
18 predecessors, successors, assigns, and joint venturers, but only as to the Released Claims.

19 II. “Representative Plaintiffs” means Plaintiffs Michael Lortkipanidze, Robert C. Rucker
20 and Karine Gragyan.

21 JJ. “Request for Exclusion” means a written and signed request by a Class Member to be
22 excluded from the Settlement Class that is submitted in accordance with the procedure set forth herein,
23 also known as an “opt-out request.”

24 KK. “Response Deadline” means the date that is sixty-two (62) calendar days after the
25 mailing of the Notices of Settlement. Provided, for Notices of Settlement that are re-mailed to a
26 different address, the Response Deadline will be the earlier of: (1) sixty-two (62) calendar days after
27 re-mailing, and (2) ten (10) days before the initial date set by the Court for the Final Fairness and
28 Approval Hearing.

1 LL. "Service and Release Award" means the payment to be made to the Representative
2 Plaintiffs for their service to the Class and for the broader general release that they are providing to
3 Defendants, which is in addition to whatever payment each otherwise would be entitled to receive as
4 a Settlement Class Member and/or PAGA Employee. The Service and Release Awards shall not
5 exceed \$10,000 per Representative Plaintiff, for a total of \$30,000.

6 MM. "Settlement" means the disposition of the Action and all related claims effectuated by
7 this Agreement.

8 NN. "Settlement Administration Costs" means the fees and costs incurred or charged by the
9 Settlement Administrator in connection with the execution of its duties under this Agreement
10 including, but not limited to fees and costs associated with: (1) establishing and maintaining the QSF;
11 (2) preparing, issuing and/or monitoring reports, filings, and notices (including the cost of printing and
12 mailing all notices and other documents to the Class Members) required to be prepared in the course
13 of administering the Settlement; (3) computing the amount of the settlement payments, taxes, and any
14 other payments to be made under this Agreement; (4) calculating and handling inquiries about the
15 calculation of individual settlement payments; (5) establishing and operating a settlement payment
16 center website, address, and phone number to receive Class Members' inquiries about the Settlement;
17 (6) providing a due diligence declaration for submission to the Court prior to the final approval
18 hearing; (7) printing and providing Settlement Class Members and the Plaintiffs with W-2 and 1099
19 forms as required under this Agreement and applicable law; (8) preparing, issuing, and filing any tax
20 returns and information returns and any other filings required by any governmental taxing authority
21 or other governmental agency; and (9) for such other tasks as the Parties mutually agree or the Court
22 orders the Settlement Administrator to perform. The Settlement Administration Costs will not exceed
23 \$45,000 Settlement Administration Costs will be paid out of the Gross Settlement Amount.

24 OO. "Settlement Administrator" refers to ILYM Group, Inc.

25 PP. "Settlement Class" means all Class Members who have not submitted a timely and
26 complete Request for Exclusion.

27 QQ. "Settlement Class Member" is a person who is a member of the Settlement Class.

28 //

1 **III. BACKGROUND**

2 During the Class Period and PAGA Period, Defendants operated T.J. Maxx, the leading off-
3 price retailer in the country with numerous locations in California. Plaintiffs contend that during the
4 Class Period and PAGA Period, they and other non-exempt employees of Defendants were not paid
5 for all of their work, were not paid at overtime rates for their overtime work, were not provided with
6 compliant meal and rest breaks, were not provided compliant wage statements, and were not paid all
7 amounts due at separation. Defendants deny these allegations.

8 The Parties have undertaken significant investigation and informal discovery during the
9 prosecution of this Action. Such discovery and investigation includes extensively interviewing the
10 Representative Plaintiffs and other Class Members, Defendants' production and Plaintiffs' counsel's
11 review of personnel records, policies, as well as time pay records for all Class Members, and other
12 detailed information relevant to the Class Members' claims and PAGA claims. Counsel for the Parties
13 have investigated the law as applied to the facts discovered regarding the alleged claims of the Class
14 and PAGA Employees and potential defenses thereto, the potential damages claimed by the Class and
15 the potential PAGA penalties.

16 The Parties' attorneys have engaged in extensive discussions about the strengths and
17 weaknesses of the claims and defenses in the Action. On November 9, 2021, the Parties attended a
18 mediation before an experienced and well-regarded mediator, Gig Kyriacou, after which the Parties
19 continued to negotiate and eventually reached an agreement regarding the resolution of this Action
20 which is embodied in the terms of this Agreement.

21 Plaintiffs and Class Counsel have concluded, after considering the sharply disputed factual and
22 legal issues involved in this Action, the risks attending further prosecution, and the substantial benefits
23 to be received pursuant to the compromise and settlement of the Action as set forth in this Agreement,
24 that this Settlement is in the best interests of the Representative Plaintiffs, the Settlement Class, the
25 LWDA and the Aggrieved Employees and is fair and reasonable.

26 This Settlement contemplates: (i) entry of an order preliminarily approving the Settlement and
27 approving certification of a provisional Class for settlement purposes only; (ii) dissemination of a
28 notice to Class Members about the settlement; (iii) entry of a Final Approval Order granting final

1 approval of the Settlement; and (iv) entry of a final judgment.

2 **IV. SETTLEMENT APPROVAL AND IMPLEMENTATION PROCEDURE**

3 **A. Preliminary Approval of Settlement**

4 Following the execution of this Stipulation by all Parties or at such other time specified by the
5 Court, Class Counsel will submit this Stipulation to the Court as part of Plaintiffs' motion for
6 preliminary approval of the settlement. Plaintiffs' motion will include such briefing and evidence as
7 may be required for the Court to determine that this Agreement is fair and reasonable, as required by
8 California Code of Civil Procedure section 382 and California Rule of Court 3.769. Class Counsel
9 will provide Defendants' counsel with the opportunity to review and comment on drafts of all papers
10 to be filed in connection with the motion for preliminary approval (notice of motion, memorandum of
11 points and authorities and declarations) before filing such motion with the Court. Plaintiffs' motion
12 for preliminary approval will also include a proposed order that is mutually agreed-upon by the Parties.
13 Defendants shall not oppose Plaintiffs' motion for preliminary approval of the settlement to the extent
14 it is consistent with the terms and conditions of this Agreement. Defendants may, however, provide a
15 written response to any characterization of the law or facts contained in the motion for preliminary
16 approval.

17 The Parties have agreed to the certification of the Class for the sole purposes of effectuating
18 this Settlement. Should the Settlement be terminated for any reason, or should the Settlement not be
19 approved by the Court or the judgment not become final, the fact that the Parties were willing to
20 stipulate to class certification as part of the Settlement will have no bearing on, and will not be
21 admissible in connection with, the issue of whether a class should be certified in a non-settlement
22 context in this Action, and in any of those events, Defendants expressly reserve the right to oppose
23 class certification. Additionally, if the Settlement does not become final, this Agreement and all
24 negotiations, court orders, and proceedings related thereto shall be without prejudice to the rights of
25 all Parties hereto, and evidence relating to the Agreement and all negotiations shall not be admissible
26 in the Action or otherwise. The Parties further agree that if, for any reason, the Settlement is not
27 approved, the certification for purposes of this Settlement will have no force or effect and will be
28 immediately revoked.

1 **B. Cooperation**

2 The Parties agree to fully cooperate with each other to accomplish the terms of this Agreement,
3 including but not limited to, execution of such documents and to take such other reasonably necessary
4 actions to implement the terms of this Agreement. No party, nor any of its attorneys or agents, shall
5 solicit or encourage any Class Member to opt out of or object to the Settlement.

6 **C. Notice of Settlement**

7 Within 14 calendar days following the Court’s order granting preliminary approval of the
8 Settlement, Defendants will provide the Settlement Administrator with the Class Data in an electronic
9 format acceptable to the Settlement Administrator. At the same time, Defendants will provide the
10 Class Data, without Class Member names, contact information and social security numbers, to Class
11 Counsel. This information will remain confidential and will not be disclosed to anyone, except as
12 required to applicable taxing authorities, pursuant to Defendants’ express written authorization, by
13 order of the Court, or as otherwise provided for in this Agreement.

14 Using the Class Data, the Settlement Administrator will: (1) confirm the number of Class
15 Members and Qualifying Workweeks, (2) finalize and print the Notice of Settlement; (3) check all
16 addresses against the National Change of Address database; and (4) within ten (10) calendar days of
17 receiving the Class Data, send to each Class Member via First-Class United States mail an English
18 and Spanish version of the Notice of Settlement to the most recent address known for each Class
19 Member.

20 **D. Re-Sending Class Notices**

21 In the event that Defendants’ Counsel or Class Counsel becomes aware of new addresses for
22 any Class Member, prior to the filing of the motion for final approval, such information must
23 immediately be communicated to the Settlement Administrator. The Settlement Administrator will
24 then re-send a Notice of Settlement to the Class Member(s) at the new address.

25 For any Notice of Settlement that is returned as undeliverable, the Settlement Administrator
26 will perform a utility database search or other skip trace. The returned Notices of Settlement will be
27 re-mailed to the new addresses obtained for such Class Members. Such searching and re-mailing will
28 be completed within ten (10) calendar days of the date that Notices of Settlement were originally

1 returned as undeliverable.

2 **E. Requests for Exclusion (Opt-Outs)**

3 Any Class Member who wishes to be excluded from the Settlement must notify the Settlement
4 Administrator in writing of his or her desire to be excluded by mailing his or her own Request for
5 Exclusion to the Settlement Administrator that clearly expresses such desire and is signed by such
6 Class Member. Any such Request for Exclusion shall include the Class Member's name (and former
7 names, if any), current address, telephone number, and last four numbers of the Class Member's social
8 security number. To be valid, the Request for Exclusion must be postmarked by no later than the
9 Response Deadline.

10 Any Class Member who submits a valid and timely Request for Exclusion shall be barred from
11 participating in this Settlement, shall be barred from objecting to this Settlement, and shall receive no
12 benefit from the Class Settlement. Provided, however, notwithstanding a valid Request for Exclusion,
13 all PAGA Employees shall receive their share of the PAGA Employee Portion and will be deemed to
14 have released the PAGA Released Claims.

15 Any Class Member who fails to submit a timely, complete, and valid Request for Exclusion
16 shall be barred from opting out of the Settlement. It shall be conclusively presumed that, if a Request
17 for Exclusion is not postmarked on or before the Response Deadline, the Class Member did not make
18 the request in a timely manner. Under no circumstances shall the Settlement Administrator have the
19 authority to extend the deadline for Class Members to submit a Request for Exclusion.

20 Unless a Class Member submits a timely, complete, and valid Request for Exclusion, he or she
21 shall be deemed a Settlement Class Member and shall be bound by the terms and conditions of this
22 Agreement. The releases provided for in this Agreement shall conclusively preclude any Settlement
23 Class Member from asserting any of the Released Claims against any of the Released Parties in any
24 judicial, administrative, or arbitral forum.

25 The Settlement Administrator shall promptly provide Class Counsel and Defendants' Counsel
26 with copies of all Requests for Exclusion that it receives.

27 **F. Declaration of Compliance**

28 At the time determined by Class Counsel, the Settlement Administrator shall provide Class

1 Counsel and Defendants' Counsel with a declaration attesting to completion of the notice process set
2 forth in this Section IV, including the number of notices sent and returned, an explanation of efforts
3 to resend undeliverable notices, and copies of all Requests for Exclusion, which declaration shall be
4 filed with the Court by Class Counsel along with their papers requesting final approval of the
5 Settlement.

6 **G. Sufficient Notice**

7 Compliance with the procedures described in this Section IV shall constitute due and sufficient
8 notice to Class Members of this Settlement and of the Final Fairness and Approval Hearing, shall
9 satisfy the requirements of due process, and nothing else shall be required of the Representative
10 Plaintiffs, Class Counsel, Defendants, Defendants' Counsel, or the Settlement Administrator to
11 provide notice of the Settlement and the Final Fairness and Approval Hearing.

12 **H. Objections to Settlement**

13 **1. Procedure and Deadline for Objections**

14 A Class Member may object to the Settlement by submitting a written Notice of Objection to
15 the Settlement Administrator, postmarked no later than the Response Deadline, signed by the objecting
16 Class Member or his or her attorney, along with all supporting papers (if any). The date the signed
17 Notice of Objection was postmarked shall be conclusively determined according to the records of the
18 Settlement Administrator. The Settlement Administrator shall send any Notices of Objections it
19 receives to Defendants' counsel and Class Counsel within three (3) business days of receipt. A Class
20 Member may also object to the settlement by appearing at the Final Approval Hearing. The Court
21 retains final authority with respect to the consideration and admissibility of any Notice of Objection.

22 If a Class Member submits both an objection and a Request for Exclusion, the Settlement
23 Administrator shall make reasonable attempts to clarify the intentions of the Class Member. If the
24 Class Member fails to clarify their position, the Request for Exclusion shall be disregarded, the
25 Settlement Administrator shall send the objection to Defendants' Counsel and Class Counsel, the
26 claim will be paid, and the Class Member will become a Settlement Class Member and be bound by
27 the judgment. A Class Member who does not submit a valid and timely Request for Exclusion and
28 who objects to the Settlement will still be considered a Settlement Class Member.

1 **2. Responses to Objections**

2 Class Counsel and Defendants’ counsel shall file any written objections from Class Members
3 submitted to the Settlement Administrator, and Class Counsel’s and Defendants’ Counsel’s responses
4 to such objections, at least fourteen (14) calendar days before the Final Fairness and Approval Hearing.

5 **I. Pro-Rata Increase in Settlement Fund and Defendants’ Right to Rescind**

6 If, as reflected in the Class Data delivered to the Settlement Administrator, the total number of
7 Class Member Qualifying Workweeks for the time period of November 8, 2017 to June 5, 2021
8 exceeds 110% of the 91,824 Represented Workweeks, Defendants shall have the option of either (1)
9 increasing the fifty percent (50%) of Gross Settlement Amount allocated to the Class Settlement by
10 the same percentage that the total actual workweeks exceed 110% of the 91,824 Represented
11 Workweeks, or (2) electing to withdraw from the settlement. If Defendants elect to withdraw from the
12 Settlement, Defendants will pay any amounts incurred by the Settlement Administrator as of the date
13 of Defendants’ election.

14 **J. Final Fairness and Approval Hearing**

15 On or before the date set by the Court, Class Counsel will file a motion for final approval of
16 this Settlement pursuant to California Rule of Court 3.769. Class Counsel will provide Defendants’
17 counsel with the opportunity to review and comment on drafts of all papers to be filed in connection
18 with the motion for final approval (notice of motion, memorandum of points and authorities and
19 declarations) before filing such motion with the Court. Plaintiffs’ motion for final approval will also
20 include a proposed order that is mutually agreed-upon by the Parties. Defendants shall not oppose
21 Class Counsel’s motion for final approval of the settlement to the extent it is consistent with the terms
22 and conditions of this Agreement. Defendants may, however, provide a written response to any
23 characterization of the law or facts contained in the motion for final approval.

24 On the date set by the Court, the Final Fairness and Approval Hearing shall be held before the
25 Court in order to: (1) determine whether the Court should give this Settlement final approval; (2)
26 determine whether Class Counsel’s application for attorneys’ fees and costs, and request for the
27 Service and Release Awards to the Representative Plaintiffs, should be granted; (3) determine whether
28 the Court should approve the payment of fees to the Settlement Administrator and the PAGA

1 Settlement Amount and (4) consider any timely Objections to Settlement, including Class Counsel's
2 and Defendants' counsel's responses thereto. Upon final approval, the Court shall enter a Final
3 Approval Order (in a form submitted by Class Counsel and approved by Defendants' counsel) which
4 has the effect of adjudicating all claims set forth in the Complaint and implementing the release of
5 Released Claims, as set forth in this Agreement. The Final Approval Order will be posted on the
6 Settlement Administrator's website. The posting of the Final Approval Order on the Settlement
7 Administrator's website will constitute notice of entry of the judgment, as required by California Rule
8 of Court 3.771(b).

9 **K. Settlement Payments to Settlement Class Members and PAGA Employees**

10 **1. Calculation of Class Member Settlement Payments**

11 Fifty percent (50%) of the Net Settlement Amount shall be divided among and distributed to
12 individual Settlement Class Members using the following formula:

13 **$(\text{Individual Settlement Class Member's Qualifying Workweeks} \div \text{All Settlement}$**
14 **$\text{Class Members' Qualifying Workweeks}) \times 50\% \text{ of Net Settlement Amount}$**

15 The Settlement Administrator shall have the authority and obligation to make payments to
16 Settlement Class Members calculated in accordance with the methodology set out in this Agreement
17 and orders of the Court.

18 The Parties acknowledge and agree that the formula used to calculate individual settlement
19 payments does not imply that all the elements of damages alleged in the Action are not being
20 considered. The above formula was devised as a practical and logistical tool to simplify the settlement
21 process.

22 **2. Inclusion of Qualifying Workweeks and Estimated Settlement Payment**
23 **Information in Notice of Settlement**

24 The Notice of Settlement sent to each Class Member shall state the amount of the Class
25 Member's Qualifying Workweeks during the Class Period and during the PAGA Period, as reflected
26 in the Class Data. The Notice of Settlement shall provide an estimate of each Class Member's share
27 of the Class settlement and share of the PAGA Employee Portion. The estimated settlement payment
28 included in the Notice of Settlement will be calculated by assuming that no Class Members will be

1 excluded from the Settlement.

2 **3. Distribution of PAGA Employee Portion**

3 The PAGA Employee Portion will be divided among and distributed to all PAGA Employees
4 based upon the number of Qualifying Pay Periods they worked during the PAGA Period pursuant to
5 the following formula:

6 **(Individual PAGA Employee's Qualifying Pay Periods during PAGA Period ÷ All PAGA**
7 **Employees' Qualifying Pay Periods during PAGA Period) x 12.5% of Net Settlement**
8 **Amount**

9 Settlement Class Members who are also PAGA Employees will receive their shares of the PAGA
10 Employee Portion included in the same checks that include their individual Settlement Class Member
11 payments. Class Members who exclude themselves from the Class Settlement will still receive their
12 shares of the PAGA Employee Portion and such Class Members will still be bound by the PAGA
13 Release, notwithstanding their exclusion from the Settlement Class.

14 **4. Eligibility**

15 Settlement Class Members (but not Class Members who exclude themselves of the Settlement),
16 will receive a settlement payment from the Net Settlement Fund, distributed through the Settlement
17 Administrator. All PAGA Employees who are also Class Members will still receive a check for their
18 share of the PAGA Employee Portion, regardless of whether they submit a valid Request for
19 Exclusion.

20 If the Parties become aware after settlement checks are mailed that a Class Member was not
21 sent a Notice of Settlement because of an error in the Class Data as provided by Defendants,
22 Defendants may arrange to separately pay the Class Member the amount that the Class Member would
23 have received had they participated in the settlement, as long as the Class Member agrees in writing
24 to be bound by the Judgment and Class releases.

25 **5. Disputes about Qualifying Workweeks**

26 If a Class Member disagrees with the number of Qualifying Workweeks, as stated in his or her
27 Notice of Settlement, he or she may dispute that figure by informing the Settlement Administrator of
28 the number of Qualifying Workweeks he or she claims to have worked during the Class Period and

1 provide any supporting documentation (such as, without limitation, payroll or time keeping records,
2 and paycheck stubs) on or before the Response Deadline. If there is a dispute, the Settlement
3 Administrator will consult with Class Counsel and Defendants' counsel to determine whether an
4 adjustment is warranted. However, Defendants' records shall be presumed to be accurate. The
5 Settlement Administrator shall determine any such disputes, subject to Court approval. The Settlement
6 Administrator shall be obligated to resolve any disputes regarding the number of Qualifying
7 Workweeks submitted by a Class Member within ten (10) calendar days, but by no later than the date
8 of the Final Approval Hearing.

9 **6. Allocation of Settlement Payments**

10 Payment to each Settlement Class Member shall be allocated as follows: 1/3 shall be attributed
11 to wages, to be reported on a W-2 form; and 1/3 shall be reported as penalties and 1/3 shall be reported
12 as interest. All payments of the PAGA Employee Portion to PAGA Employees will be considered
13 penalties. The amount of penalties and interest will be reported on an IRS Form 1099.

14 **7. Payment of Payroll Taxes**

15 The amount paid to each Settlement Class Member attributable to wages shall be subject to all
16 applicable taxes and other withholdings and shall be net of the Settlement Class Member's share of all
17 federal, state, and local taxes and required withholdings, including without limitation, FICA, Medicare
18 tax, FUTA, and state unemployment taxes. The Employer's Withholding Share shall be paid by
19 Defendants separately and in addition to Defendants' payment of the Gross Settlement Amount.

20 For each Settlement Class Member, the Settlement Administrator shall determine the
21 Employer's Withholding Share. Information related to the Employer's Withholding Share for each
22 Settlement Class Member shall be provided to Defendants by the Settlement Administrator. If
23 Defendants disagree with the Settlement Administrator's determination of the Employer's
24 Withholding Share, it will communicate with and share information reasonably necessary to reach a
25 good faith determination of the correct Employer's Withholding Share.

26 **8. Payments to Settlement Class Members and PAGA Employees**

27 Within fifteen (15) calendar days after the Effective Date, Defendants shall provide the
28 Settlement Administrator with the final listing of all PAGA Employees, including the last known

1 addresses and telephone numbers, email addresses, social security number and number of Qualifying
2 Pay Periods worked during the PAGA Period by each PAGA Employee.

3 Within ten (10) calendar days of the later of (1) Defendants' deposit of the Gross Settlement
4 Amount with the Settlement Administrator and (2) Defendants' provision of the final listing of all
5 PAGA Employees, the Settlement Administrator will make the settlement payments to Settlement
6 Class Members and PAGA Employees based on the payment formula set forth herein.

7 **L. The Settlement Administrator**

8 The Settlement Administrator will perform the duties specified in this Agreement and any other
9 duties incidental to such obligations. The Settlement Administrator's duties shall include, without
10 limitation: establishing the QSF, preparing, translating and distributing the Notice of Settlement;
11 calculating and directing the disbursement of payments to Settlement Class Members, PAGA
12 Employees, Class Counsel, the Class Representatives and the LWDA; calculating and timely paying
13 any and all payroll taxes from the wages portion of the Net Settlement Amount to the appropriate tax
14 authorities, as required under this Agreement and applicable law; handling inquiries about the
15 calculation of individual settlement payments; preparing and filing any tax returns and information
16 returns and any other filings required by any governmental taxing authority or other governmental
17 agency; providing weekly status reports to the Parties' counsel; advising Defendants' counsel and
18 Class Counsel of any Class Members who submit Notices of Objections and/or Requests for
19 Exclusion; providing a due diligence declaration for submission to the Court prior to the final approval
20 hearing; printing and providing Settlement Class Members, PAGA Employees and Representative
21 Plaintiffs with W-2 and 1099 forms as required under this Agreement and applicable law; arranging
22 for and remitting funds from any uncashed settlement payment to the designated recipient, as
23 determined by the Court; and for such other tasks as the Parties mutually agree or the Court orders the
24 Settlement Administrator to perform.

25 Any agreement with the Settlement Administrator must be agreed to by Defendant and must
26 satisfy Defendant's concerns regarding liability related to disbursement, data security and liability for
27 same, and the Settlement Administrator may not retain interest related to the settlement amount.

28 The Settlement Administrator shall establish a settlement payment center address, telephone

1 number and email address to receive Class Members' inquiries about the Notice of Settlement,
2 requests to be excluded from the Settlement and settlement payments.

3 In addition, the Settlement Administrator shall establish a static website and, on the website,
4 post this stipulation, any preliminary approval order and the Final Approval Order and Judgment.
5 Posting of the Final Approval Order and Judgment on such website shall constitute notice of judgment
6 to the Settlement Class, as required by California Rule of Court 3.771(b). This website will remain
7 active for 12 months following the Effective Date.

8 The Parties confirm, and Class Counsel and Defendants' Counsel confirm that they do not have
9 any financial interest in the Settlement Administrator or otherwise have a relationship with the
10 Settlement Administrator that could create a conflict of interest.

11 **M. Time for Payment by Defendants**

12 Within fifteen (15) calendar days after the Effective Date, Defendants shall wire the Gross
13 Settlement Amount and Employer's Withholding Share to the QSF. Provided however, if any appeal
14 of the judgment or final approval order is pending at such time, the deadline for Defendants' payment
15 shall be ten (10) calendar days following that date that such appeal is finally resolved.

16 If, after the Court enters a Final Approval Order, Defendants fail to timely pay the amount
17 required to satisfy its payment obligation under this Stipulation, the Representative Plaintiffs, at their
18 option, may either (1) declare the Settlement terminated, in which case, the Parties agree that the Court
19 will nullify the Final Approval Order and Judgment and Plaintiffs may continue to prosecute their
20 claims against Defendants, or (2) seek to collect all amounts owed under the Final Approval Order
21 and Judgment against Defendants.

22 **N. Payments to Class Counsel, the Representative Plaintiffs, the LWDA and the**
23 **Settlement Administrator**

24 Subject to Court approval, within ten (10) calendar days of Defendants' deposit of the Gross
25 Settlement Amount with the Settlement Administrator, the Settlement Administrator shall make
26 payment from the QSF to: (1) Class Counsel, for Class Counsel's Attorneys' Fees and Class Counsel's
27 Costs, as approved by the Court; (2) the Representative Plaintiffs for the Service and Release Awards
28 approved by the Court; (3) to the LWDA for the LWDA Payment, as approved by the Court; and (4)

1 to the Settlement Administrator for the Settlement Administration Costs, as approved by the Court.
2 These payments will be reported on an IRS Form 1099.

3 **O. Un-cashed/Un-deposited Settlement Payment Checks**

4 If any Settlement Class Member's or PAGA Employee's settlement payment check has not
5 been cashed or deposited within sixty (60) calendar days after disbursement, the Settlement
6 Administrator shall attempt to contact each individual to advise them to cash their checks, and to offer
7 to replace any checks reported as either lost or stolen. In attempting to contact such persons, the
8 Settlement Administrator will send notices (1) by mail to the individuals' last known addresses (as
9 provided by Defendants) after first checking those addresses against the NCOA database and skip
10 tracing and (2) by telephoning or emailing such persons, in the event that Defendants provide
11 telephone numbers and/or email addresses for such persons.

12 If a Class Member or PAGA Employee's check is not cashed within 180 calendar days, the
13 check will be void and a stop payment order may be placed on the check. In such event, the Settlement
14 nevertheless will be binding upon the Settlement Class Member and/or PAGA Employee. The funds
15 represented by all uncashed settlement checks will be transmitted by the Settlement Administrator to
16 the California State Controller as unclaimed property in the name of the individual Settlement Class
17 Member or PAGA Employee.

18 **P. Class Counsel Attorneys' Fees and Costs**

19 Defendants will not oppose Class Counsel's application for an award of attorneys' fees of up
20 to seven hundred sixty-six thousand six hundred and sixty-six dollars and sixty-six cents
21 (\$766,666.660), which is one-third of the Gross Settlement Amount.

22 Defendants will not oppose Class Counsel's application for an award of their reasonable
23 litigation expenses and costs in an amount not to exceed \$50,000.

24 Class Counsel's Attorney's Fees and Class Counsel's Costs, as awarded by the Court, shall be
25 paid from the Gross Settlement Amount.

26 To the extent the Court does not approve any or the entire amount of Class Counsel's
27 Attorney's Fees or Class Counsel's Costs, it shall not affect the terms of the Parties' settlement and
28 any such unapproved amounts shall remain part of the Gross Settlement Amount and shall be

1 distributed in accordance with the provisions of this Stipulation. Approval of the Settlement by the
2 Court shall not be contingent on approval of the amounts of Class Counsel's Attorney's Fees or Class
3 Counsel's Costs requested by Class Counsel.

4 Upon the payment of the Court-approved amount of Class Counsel's Attorneys' Fees and Class
5 Counsel's Costs, and except as otherwise provided by this Stipulation, Class Counsel waives any claim
6 to costs and attorneys' fees and expenses against Defendants arising from or related to the Action,
7 including but not limited to claims based on the California Labor Code, the California Code of Civil
8 Procedure, or any other statute or law.

9 **Q. Service and Release Award to Representative Plaintiffs**

10 The Representative Plaintiffs' Service and Release Awards as approved by the Court, shall be
11 paid from the Gross Settlement Amount. All such payments shall be reported on an IRS Form 1099.

12 The Representative Plaintiffs shall be responsible for all portions of federal, state, and local
13 tax liabilities that may result from the payment of the Service and Release Awards and agree that
14 Defendants shall bear no responsibility for any such tax liabilities.

15 To the extent the Court does not approve any or all of the amount of the Service and Release
16 Awards sought by the Representative Plaintiffs, any amounts not awarded by the Court will remain
17 part of the Gross Settlement Amount and will be distributed in accordance with the terms of this
18 Stipulation and the Parties agree that the Settlement shall remain binding with such modification(s)
19 and its terms will otherwise be unchanged.

20 **R. Taxes**

21 **1. Withholding and Reporting Requirements**

22 The Settlement Administrator shall be responsible for ensuring that all taxes required to be
23 withheld from the wage portions of each Settlement Class Member's individual settlement payment,
24 along with the Employer's Withholding Share, are timely paid to the appropriate tax authorities. The
25 Settlement Administrator's responsibilities in this regard will also include the following: (a) filing all
26 Federal, state, and local employment tax returns, tax withholding returns, and any other tax returns
27 associated with the taxes, (b) timely and proper filing of all required Federal, state, and local
28 information returns (e.g., 1099s, W-2s, etc.) with the appropriate taxing authorities, and (c) completion

1 of any other steps necessary for compliance with any tax obligations of the settlement fund under
2 Federal, state and/or local law. To verify the Settlement Administrator's compliance with the
3 foregoing withholding and reporting requirements, as soon as administratively practicable, the
4 Settlement Administrator shall furnish Class Counsel and Defendants' Counsel with copies of all filed
5 tax returns and information returns (including all 1099 and W-2 information returns), and a final
6 accounting adequate to demonstrate full compliance with all tax withholding, payment and reporting
7 obligations.

8 **2. Circular 230 Disclaimer**

9 Each party to this Agreement (for purposes of this section, the "Acknowledging Party"; and
10 each party to this Agreement other than the Acknowledging Party, and "Other Party") acknowledges
11 and agrees that: (1) no provision of this Agreement, and no written communication or disclosure
12 between or among the Parties or their attorneys and other advisers, is or was intended to be, nor shall
13 any such communication or disclosure constitute or be construed or be relied upon as, tax advice within
14 the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2)
15 the Acknowledging Party (a) has relied exclusively upon his, her, or its own, independent legal and
16 tax advisers for advice (including tax advice) in connection with this Agreement, (b) has not entered
17 into this Agreement based upon the recommendation of any other party or any attorney or advisor to
18 any other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney
19 or adviser to any other party to avoid any tax penalty that may be imposed on the Acknowledging
20 Party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
21 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
22 is legally binding) upon disclosure by the Acknowledging Party of the tax treatment or tax structure
23 of any transaction, including any transaction contemplated by this Agreement.

24 **V. LIMITATIONS ON USE OF THIS SETTLEMENT**

25 **A. No Admission of Liability**

26 Neither the acceptance nor the performance by Defendants of the terms of this Stipulation nor
27 any of the related negotiations or proceedings is or shall be claimed to be, construed as, or deemed a
28 precedent or an admission by Defendants of the truth or merit of any allegations in the original

1 Complaint, any subsequent pleadings and/or the Consolidated Complaint or that they have any liability
2 to the Representative Plaintiffs, Class Members or PAGA Employees on their claims. Defendants deny
3 that they have engaged in any unlawful activity, have failed to comply with the law in any respect, or
4 have any liability to anyone under the claims asserted in the Action. This Agreement is entered into
5 solely for the purpose of compromising highly disputed claims.

6 **B. Nullification**

7 In the event that the Court does not approve the Settlement in accordance with this Stipulation,
8 the Parties agree to negotiate in good faith to attempt to resolve any issues raised by the Court and
9 amend this Stipulation to obtain Court approval of the Settlement. However, if, after a good faith
10 effort to resolve any issues, the parties cannot reach agreement or the Court for any reason does not
11 approve this Settlement, this Stipulation shall be null and void and all Parties to this Settlement shall
12 stand in the same position, without prejudice, as if the Settlement had been neither entered into nor
13 filed with the Court. In the even the parties do not reach an agreement, they will split the costs of the
14 Settlement Administrator incurred as of that date.

15 **VI. RELEASE**

16 **A. Settlement Class Member Release**

17 It is the desire of the Representative Plaintiffs, Class Members (except those who exclude
18 themselves from the Settlement), and Defendants to fully, finally, and forever settle, compromise, and
19 discharge the Released Claims. Upon entry of the Final Approval Order and Defendants' payment of
20 the Gross Settlement Amount and Employer's Withholding Share, and except as to such rights or
21 claims as may be created by this Settlement Agreement, the Settlement Class Members, on behalf of
22 themselves, and each of their heirs, representatives, successors, assigns, and attorneys, shall be deemed
23 to have, and by operation of the final judgment shall have, fully released and discharged the Released
24 Parties from any and all Released Claims that accrued during the Class Period.

25 **B. PAGA Employee Release**

26 Regardless of whether they are Class Members and submitted a valid Request for Exclusion,
27 all PAGA Employees shall fully, finally, and forever settle, compromise, and discharge the PAGA
28 Released Claims. Upon entry of the Final Approval Order and Defendants' payment of the Gross

1 Settlement Amount, and except as to such rights or claims as may be created by this Settlement
2 Agreement, all PAGA Employees, on behalf of themselves, and each of their heirs, representatives,
3 successors, assigns, and attorneys, shall be deemed to have, and by operation of the final judgment
4 shall have, fully released and discharged the Released Parties from any and all PAGA Released
5 Claims.

6 **VII. RELEASES AND COVENANANTS BY THE REPRESENTATIVE PLAINTIFFS**

7 Upon entry of the Final Approval Order and Defendants' payment of the Gross Settlement
8 Amount and Employer's Withholding Share, and except as to such rights or claims as may be created
9 by this Settlement Agreement, the Representative Plaintiffs fully release and forever discharge
10 Defendants and the Released Parties, and its/their respective present and former officers, directors,
11 employees, shareholders, members, agents, trustees, representatives, attorneys, insurers, parent
12 companies, subsidiaries, divisions, affiliates, predecessors, successors, assigns, and any individual or
13 entity that could be jointly liable with Defendants, from any and all claims, causes of action, damages,
14 wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorney's fees, costs, and
15 any other form of relief or remedy in law, equity, or whatever kind or nature, whether known or
16 unknown, suspected or unsuspected, exclusive only of any workers compensation claims or any other
17 claims which cannot be released as a matter of law, including but not limited to (1) all Released Claims,
18 (2) the Action and any claims arising out of or related to the Action, (3) any claims under federal, state
19 or local law for or relating to wages, benefits, compensation, vacation or other paid time off, and
20 claims for liquidated damages, penalties, or costs and fees associated therewith, (4) wrongful
21 termination, discrimination, harassment, and/or retaliation, (5) any act, omission, or occurrence or
22 claim arising out of or related to the Action or Plaintiffs' employment or termination thereof with
23 Defendants taking place on or before the Effective Date of the Settlement, and (6) and any other form
24 of relief or remedy of any kind, nature, or description whatsoever, whether premised on statute,
25 contract, tort, or other theory of liability under state, federal, or local law. Provided, however, this
26 release shall not include any claims for workers' compensation benefits.

27 The Representative Plaintiffs hereby agree that, notwithstanding section 1542 of the California
28 Civil Code ("Section 1542"), all claims that the Representative Plaintiffs may have, known or

1 unknown, suspected or unsuspected, are hereby released as of the Effective Date. Section 1542
2 provides:

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

7 The Representative Plaintiffs expressly waive the provisions of Section 1542 with full knowledge and
8 with the specific intent to release all known or unknown, suspected or unsuspected, claims arising on
9 or before the Effective Date of the Settlement, and therefore specifically waive the provisions of any
10 statute, rule, decision, or other source of law of the United States or of any state of the United States
11 or any subdivision of a state which prevents release of unknown claims.

12 **VIII. MISCELLANEOUS PROVISIONS**

13 **A. Amendments**

14 This Settlement Agreement may only be modified or changed by a writing signed by the Parties
15 hereto or by their counsel and approved by the Court.

16 **B. Integrated Agreement**

17 After this Stipulation is signed and delivered by all Parties to the Action and their counsel, this
18 Stipulation and its exhibits will constitute the entire agreement between the Parties to the Action
19 relating to the Settlement, and it will then be deemed that no oral representations, warranties,
20 covenants, or inducements have been made to any Party concerning this Stipulation or its exhibits
21 other than the representations, warranties, covenants, and inducements expressly stated in this
22 Stipulation and its exhibits.

23 **C. No Inducements**

24 The Parties acknowledge that they are entering into this Agreement as a free and voluntary act
25 without duress or undue pressure or influence of any kind or nature whatsoever and that neither
26 Plaintiffs nor Defendants have relied on any promises, representations, or warranties regarding the
27 subject matter hereof other than as set forth in this Stipulation.

28 **D. No Prior Assignment**

The Parties hereto represent, covenant, and warrant that they have not directly or indirectly,

1 assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity
2 any portion of any liability, claim, demand, action, cause of action, or rights herein released and
3 discharged except as set forth herein.

4 **E. No Retaliation or Advice**

5 Defendants agree not to retaliate against any Class Member, and Defendants will not induce
6 or offer any advice to any current or former employee to opt out of, or object to, the Settlement. Any
7 claim by a Class Member regarding retaliation shall be an independent claim, not subject to this court's
8 jurisdiction.

9 **F. Attorney's Fees**

10 To the extent that any Party institutes any legal action, arbitration, or other proceeding to
11 enforce the terms of the Settlement, the prevailing Party will be entitled to recover their reasonable
12 attorneys' fees and costs from the other Party or Parties.

13 **G. Applicable Law**

14 All terms and conditions of this Stipulation and its exhibits will be governed by and interpreted
15 according to the laws of the State of California, without giving effect to any conflict of law principles
16 or choice of law principles.

17 **H. Entry of Judgment Pursuant to Terms of Settlement**

18 The Parties agree that upon the Settlement of this case, the Court may enter judgment pursuant
19 to the terms of this Settlement and specifying the Gross Settlement Amount. The Court will retain
20 jurisdiction over the Parties to enforce the Settlement until performance in full of the terms of the
21 Settlement.

22 **I. Notices**

23 All notices, requests, demands and other communications required or permitted to be given
24 pursuant to this Agreement shall be in writing, and shall be delivered personally or by first class mail
25 to Class Counsel or Defendants' Counsel at their respective addresses as set forth at the beginning of
26 this Agreement or at any new address as to which counsel have advised the Court and the other Parties.

27 **J. Binding on Successors**

28 This Agreement shall be binding and shall inure to the benefit of the Parties to the Action and

1 their respective successors, assigns, executors, administrators, heirs, and legal representatives.

2 **K. Counterparts**

3 This Stipulation, and any amendments hereto, may be executed in any number of counterparts,
4 each of which when executed and delivered shall be deemed to be an original and all of which taken
5 together shall constitute the same instrument.

6 **L. Warranties and Representations**

7 With respect to themselves, each of the Parties to this Action and or their agent or counsel
8 represents, covenants, and warrants that they have full power and authority to enter into and
9 consummate all transactions contemplated by this Stipulation and have duly authorized the execution,
10 delivery, and performance of this Stipulation.

11 **M. Representation by Counsel**

12 The Parties to this Action acknowledge that they have been represented by counsel throughout
13 all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been
14 executed with the consent and advice of counsel.

15 **N. Signatories**

16 It is agreed that because the Class Members are so numerous, it is impossible or impractical to
17 have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class
18 Members of the binding nature of the release, and the release shall have the same force and effect as
19 if this Stipulation was executed by each member of the Settlement Class.
20

21 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS TERMS:

22 Dated: Apr 19, 2022, 2022

Michael Lortkipanidze

Michael Lortkipanidze (Apr 19, 2022 12:09 PDT)

Plaintiff Michael Lortkipanidze

24 Dated: _____, 2022

Plaintiff Robert Rucker

26 Dated: _____, 2022

Plaintiff Karine Gragyan

1 their respective successors, assigns, executors, administrators, heirs, and legal representatives.

2 **K. Counterparts**

3 This Stipulation, and any amendments hereto, may be executed in any number of counterparts,
4 each of which when executed and delivered shall be deemed to be an original and all of which taken
5 together shall constitute the same instrument.

6 **L. Warranties and Representations**

7 With respect to themselves, each of the Parties to this Action and or their agent or counsel
8 represents, covenants, and warrants that they have full power and authority to enter into and
9 consummate all transactions contemplated by this Stipulation and have duly authorized the execution,
10 delivery, and performance of this Stipulation.

11 **M. Representation by Counsel**

12 The Parties to this Action acknowledge that they have been represented by counsel throughout
13 all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been
14 executed with the consent and advice of counsel.

15 **N. Signatories**

16 It is agreed that because the Class Members are so numerous, it is impossible or impractical to
17 have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class
18 Members of the binding nature of the release, and the release shall have the same force and effect as
19 if this Stipulation was executed by each member of the Settlement Class.

20
21 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS TERMS:

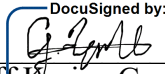
22
23 Dated: _____, 2022

Plaintiff Michael Lortkipanidze

24
25 Dated: _____, 2022

Plaintiff Robert Rucker

26
27 Dated: 04/19, 2022

DocuSigned by:


Plaintiff Karine Gragyan

1 their respective successors, assigns, executors, administrators, heirs, and legal representatives.

2 **K. Counterparts**

3 This Stipulation, and any amendments hereto, may be executed in any number of counterparts,
4 each of which when executed and delivered shall be deemed to be an original and all of which taken
5 together shall constitute the same instrument.

6 **L. Warranties and Representations**

7 With respect to themselves, each of the Parties to this Action and or their agent or counsel
8 represents, covenants, and warrants that they have full power and authority to enter into and
9 consummate all transactions contemplated by this Stipulation and have duly authorized the execution,
10 delivery, and performance of this Stipulation.

11 **M. Representation by Counsel**

12 The Parties to this Action acknowledge that they have been represented by counsel throughout
13 all negotiations that preceded the execution of this Stipulation, and that this Stipulation has been
14 executed with the consent and advice of counsel.

15 **N. Signatories**

16 It is agreed that because the Class Members are so numerous, it is impossible or impractical to
17 have each Class Member execute this Stipulation. The Notice of Settlement will advise all Class
18 Members of the binding nature of the release, and the release shall have the same force and effect as
19 if this Stipulation was executed by each member of the Settlement Class.
20

21 BY SIGNING BELOW, THE PARTIES AGREE TO THIS STIPULATION AND ITS TERMS:

22 Dated: _____, 2022

23
24 Dated: 4/19, 2022

25
26 Dated: _____, 2022

27
28 Plaintiff Michael Lortkipanidze


Plaintiff Robert Rucker

Plaintiff Karine Gragyan

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Dated: _____, 2022

Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company

By: _____

Its: _____

Approved as to form:

DATED: April 19, 2022

GUNDZIK GUNDZIK HEEGER LLP



By: _____
Rebecca Gundzik
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

DATED: April 19, 2022

CASKEY & HOLZMAN



By: _____
Daniel Holzman
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

DATED: _____, 2022

HAFFNER LAW, PC

By: _____
Joshua H. Haffner
Vahan Mikayelyan
Attorneys for Plaintiff Robert Rucker

DATED: _____, 2022

LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi
Vincent C. Granberry
Attorneys for Plaintiff Karine Gragyan

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Dated: _____, 2022

Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company

By: _____

Its: _____

Approved as to form:

DATED: _____, 2022

GUNDZIK GUNDZIK HEEGER LLP

By: _____
Rebecca Gundzik
Attorneys for Plaintiff Michael Lortkipanidze, individually and on behalf of all others similarly situated

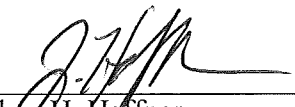
DATED: _____, 2022

CASKEY & HOLZMAN

By: _____
Daniel Holzman
Attorneys for Plaintiff Michael Lortkipanidze, individually and on behalf of all others similarly situated

DATED: April 20, 2022

HAFFNER LAW, PC

By: 
Joshua H. Haffner
Vahan Mikayelyan
Attorneys for Plaintiff Robert Rucker

DATED: _____, 2022

LAVI & EBRAHIMIAN, LLP

By: _____
Joseph Lavi
Vincent C. Granberry
Attorneys for Plaintiff Karine Gragyan

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Dated: _____, 2022

Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company

By: _____

Its: _____

Approved as to form:

DATED: _____, 2022

GUNDZIK GUNDZIK HEEGER LLP

By: _____

Rebecca Gundzik
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

DATED: _____, 2022

CASKEY & HOLZMAN

By: _____

Daniel Holzman
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

DATED: _____, 2022

HAFFNER LAW, PC

By: _____

Joshua H. Haffner
Vahan Mikayelyan
Attorneys for Plaintiff Robert Rucker

DATED: April 19, 2022

LAVI & EBRAHIMIAN, LLP

By: _____
DocuSigned by:
Joseph Lavi

Joseph Lavi
Vincent C. Granberry
Attorneys for Plaintiff Karine Gragyan

1 Dated: _____, 2022

Defendants T.J. Maxx of CA, LLC, a Virginia limited liability company and T.J. Maxx of CA, LLC, a Delaware limited liability company

4 By: ^{DocuSigned by:} Jennifer Brady
BE8E26471E904A3...

6 Its: _____

7 Approved as to form:

8 DATED: _____, 2022

GUNDZIK GUNDZIK HEEGER LLP

11 By: _____
Rebecca Gundzik
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

14 DATED: _____, 2022

CASKEY & HOLZMAN

17 By: _____
Daniel Holzman
Attorneys for Plaintiff Michael Lortkipanidze,
individually and on behalf of all others similarly
situated

20 DATED: _____, 2022

HAFFNER LAW, PC

22 By: _____
Joshua H. Haffner
Vahan Mikayelyan
Attorneys for Plaintiff Robert Rucker

25 DATED: _____, 2022

LAVI & EBRAHIMIAN, LLP

27 By: _____
Joseph Lavi
Vincent C. Granberry
Attorneys for Plaintiff Karine Gragyan

1 DATED: _April 25, 2022

LITTLER MENDELSON, P.C.


2
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4 By: 
5 Bradley E. Schwan
6 Jannine E. Kranz
7 Brittany L. McCarthy
8 Attorneys for Defendants T.J. Maxx of CA, LLC, a
9 Virginia limited liability company and T.J. Maxx of
10 CA, LLC, a Delaware limited liability company
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Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND HEARING DATE FOR COURT APPROVAL

T.J. Maxx Wage and Hour Cases

Los Angeles Superior Court, JCCP No. 5097 (including Los Angeles Superior Court Case No. 19STCV43210, Los Angeles Superior Court Case No. 20STCV38799, Sonoma County Superior Court Case No. SCV-264483, and Alameda County Superior Court Case No. RG20068810)

If you have been employed in California by T.J. Maxx as a non-exempt employee and did not sign an arbitration agreement, you may be entitled to receive money from a class action settlement.

*The Los Angeles County Superior Court authorized this notice.
This is not a solicitation from a lawyer.*

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

You are receiving this Notice because the Los Angeles County Superior Court has preliminarily approved a proposed settlement in a class action filed on behalf of all non-exempt employees who worked for T.J. Maxx of CA, LLC, a Virginia limited liability company or T.J. Maxx of CA, LLC, a Delaware limited liability company (“T.J. Maxx” or “Defendants”) in California during the Class Period (August 11, 2016 through March 1, 2022) who did not sign an arbitration agreement and/or who opted out of an arbitration agreement. A hearing to determine whether the settlement should receive the Court’s final approval will be held on October 3, 2022 at 9:00a.m. in Department 6 of the Los Angeles County Superior Court, which is located at 312 N. Spring Street, Los Angeles, CA 90012.

This Notice explains the proposed settlement and provides an estimate of how much money you will receive as a settlement payment if you do not exclude yourself from the settlement. If you do not want to be part of the settlement class, then you must submit a Request for Exclusion (described in Section 9, below) no later than September 1, 2022, otherwise you will be bound by the terms of the settlement, including the release of certain claims that you may have against T.J. Maxx, as described in Section 8 of this Notice.

1. PURPOSE OF THIS NOTICE

The Court has ordered that this Notice be sent to you because you have been identified as a member of the class by T.J. Maxx’s records. The purpose of this notice is to provide you with information about the lawsuit and the proposed settlement and to advise you of your options.

2. PERSON ELIGIBLE TO RECEIVE A SETTLEMENT PAYMENT

The people eligible to receive a settlement payment are all non-exempt employees who worked for T.J. Maxx in California between August 11, 2016 and March 1, 2022 who did not sign an arbitration agreement and/or who opted out of an arbitration agreement. You are receiving this notice because, according to T.J. Maxx’s records, you are eligible to participate in the settlement.

3. DESCRIPTION OF THE ACTION

Three former employees filed lawsuits against T.J. Maxx which were consolidated together in the Los Angeles Superior Court. The case is called *T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097 (the “Action”). The Action alleges that Plaintiffs and other non-exempt employees who worked for T.J. Maxx in California were not paid for all of their time, were not paid at overtime rates for their overtime work, were not provided with compliant meal and rest breaks, were not provided compliant wage statements, and were not paid all amounts due at separation. Based on these facts and others, Plaintiffs’ consolidated Complaint alleges causes of action for: (1) failure to pay wages earned, (2) failure to pay minimum wage, (3) failure to pay overtime, (4) failure to authorize or permit meal periods, (5) failure to

FOR MORE INFORMATION CALL 1-800-_____.

authorize or permit rest breaks, (6) failure to provide accurate wage statements, (7) failure to pay all wages upon separation, (8) unfair business practices, and (9) recovery of civil penalties under the California Labor Code Private Attorneys' General Act ("PAGA"), California Labor Code Sections 2698-2699.5.

T.J. Maxx denies all of Plaintiffs' allegations and denies any wrongdoing. Among other things, T.J. Maxx contends that all employees have been properly compensated and that T.J. Maxx complied with all applicable laws.

The Court has made no ruling on the merits of the alleged claims or the defenses asserted by T.J. Maxx. The Court has preliminarily approved the proposed settlement. The Court will decide whether to give final approval to the settlement at a hearing scheduled for October 3, 2022 at 9:00a.m. (the "Final Approval Hearing").

4. WHO ARE THE ATTORNEYS REPRESENTING THE PARTIES?

Attorneys representing Plaintiffs and the class ("Class Counsel") are:

Aaron C. Gundzik Rebecca Gundzik Gundzik Gundzik Heeger LLP 14011 Ventura Blvd., Suite 206E Sherman Oaks, CA 91423 Telephone: (818) 290-7461 Facsimile: (818) 918-2316	Daniel M. Holzman Caskey & Holzman 24025 Park Sorrento, Ste. 400 Calabasas, CA 91302 Telephone: (818) 657-1070 Facsimile: (818) 297-1775
Joshua H. Haffner Vahan Mikayelyan Haffner PC 445 South Figueroa St., Suite 2625 Los Angeles, CA 90071 Telephone: (214) 514-5691 Facsimile: (213) 514-5682	Joseph Lavi Jordan D. Bello Vincent Granberry Courtney M. Miller Lavi & Ebrahimiyan 8889 W. Olympic Blvd., Suite 200 Beverly Hills, CA Telephone: (310) 432-0000 Facsimile: (310) 432-0001
Sahag Majarian II Law Offices of Sahag Majarian II 1825 Ventura Blvd. Tarzana, CA 91356 Telephone: (818) 690-0807 Facsimile: (818) 609-0892	

Attorneys representing T.J. Maxx are:

Bradley E. Schwan Jannine A. Kranz Littler Mendelson, P.C. 2049 Century Park East, 5 th Fl. Los Angeles, CA Telephone: (310) 553-0308 Facsimile: (310) 553-5583	Brittany McCarthy Littler Mendelson, P.C. 501 W. Broadway, Suite 900 San Diego, CA 92101 Telephone: (619) 232-0441 Facsimile: (619) 232-4302
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5. THE TERMS OF THE PROPOSED SETTLEMENT

The following is a summary of the settlement. The specific and complete terms of the proposed Settlement are stated in the Class And PAGA Action Settlement Agreement ("Settlement Agreement"), a copy of which is filed with the Court. You can obtain a copy of the Settlement Agreement from the Settlement Administrator or review it on the following website: [www. \[REDACTED\]](http://www. [REDACTED]).

FOR MORE INFORMATION CALL 1-800-_____.

T.J. Maxx has agreed to pay \$2,300,000 to settle any and all obligations for the claims alleged in the Action. This amount is called the Gross Settlement Amount. As discussed below, the Gross Settlement Amount will be used to cover all payments to the settlement class, settlement administration costs, attorneys' fees and costs, service and release awards to the Plaintiffs, payments to all non-exempt employees who worked for T.J. Maxx between May 22, 2018 and June 3, 2022 ("PAGA employees"), and funds owed to the state of California in settlement of the PAGA claims for penalties. Court-approved attorney's fees and costs, service and release awards to the Plaintiffs, and settlement administration costs will be deducted from the Gross Settlement Amount. Of the remaining amount (called the Net Settlement Amount), half (approximately \$1,407,000) will be distributed to class members who do not timely submit Requests for Exclusion, as discussed below, and half will be allocated to Plaintiffs' PAGA claims (75% of which will be paid to the state of California and 25% of which will be paid to the PAGA employees, all as penalties).

(a) Attorneys' Fees and Costs: Class Counsel has worked on this matter without compensation and have advanced funds to pay for expenses necessary to prosecute the Action. Accordingly, under the settlement, Class Counsel may request an amount not to exceed \$766,666.66 to compensate them for their work on the case, plus their reasonable and actual costs and expenses incurred in the litigation, not to exceed \$50,000. Subject to court approval, the attorneys' fees and costs will be deducted from the Gross Settlement Amount.

(b) Service and Release Awards: The Plaintiffs are requesting service and release awards not to exceed \$10,000 each (for a total of \$30,000), in addition to the amount they will receive as members of the class and/or PAGA Employees, to compensate them for undergoing the burden and expense of prosecuting the action and for the broader release of claims they are required to provide to T.J. Maxx. Subject to court approval, the service and release award will be deducted from the Gross Settlement Amount.

(c) Settlement Administration Costs: The Settlement Administrator, ILYM Group, Inc., has advised the parties that the settlement administration costs will not exceed \$46,000. Subject to court approval, the settlement administration costs will be deducted from the Gross Settlement Amount.

(d) Payment to State of California: A total of fifty percent (50%) of the Net Settlement Amount of approximately \$1,407,333.34 (50% of which is approximately \$703,666.67) will be allocated to settle allegations that T.J. Maxx owes penalties to the state for alleged violations of the California Labor Code. Subject to court approval, seventy-five percent (75%) of this amount will be paid to the California Labor & Workforce Development Agency ("LWDA"). The other twenty-five percent (25%) (the "PAGA Employee Portion") will be distributed to the PAGA Employees.

(e) Payments to Settlement Class Members: The remaining fifty percent (50%) of the Net Settlement Amount (approximately \$703,666.67) will be distributed to class members who do not exclude themselves from the settlement (called Settlement Class Members). The amount of each Settlement Class Member's share of the Net Settlement Amount will be calculated by dividing the total number of qualifying workweeks worked by the Class Member during the Class Period by the total number of qualifying workweeks worked by all Settlement Class Members during the Class Period and multiplying that fraction by fifty percent (50%) of the Net Settlement Amount. A qualifying workweek means a workweek during which a Class Member worked for T.J. Maxx in a class position during the Class Period. Class Members who worked for T.J. Maxx at any time between May 22, 2018, and June 3, 2022 (the "PAGA Period") will also participate in the "PAGA Settlement," whereby they will receive a portion of the twenty-five percent (25%) penalty allocation referenced above in section 5(d). The amount of each such employee's share of the penalty allocation will be calculated by dividing the total number of qualifying pay periods worked by the employee by the total number of pay periods worked by all PAGA Employees (including those who are not Class Members) and then multiplying that fraction by the PAGA Employee Portion.

6. WHAT YOU WILL RECEIVE UNDER THE SETTLEMENT

According to T.J. Maxx's records, you worked a total of approximately ___ qualifying workweeks during the Class Period. Under the settlement, you will receive approximately \$ _____. You also worked ___ qualifying pay periods during the PAGA Period and based thereon, you will receive an additional amount of approximately \$ ___, which is your share of the PAGA Settlement. These amounts may increase or decrease based on various factors, including the number of class members who submit Requests for Exclusion, the amounts approved by the Court for attorneys' fees and costs, settlement

FOR MORE INFORMATION CALL 1-800-_____.

administration costs, the service and release awards to Plaintiffs, payment to the LWDA, and disputes by other class members regarding their qualifying workweeks during the Class Period. **To receive your settlement payment, you do not need to do anything. You will receive a settlement payment unless you exclude yourself from the settlement.**

7. PAYMENT SCHEDULE

The Settlement Administrator will send out settlement checks to class members after the settlement is finally approved by the Court. You will have 180 days after the Settlement Administrator mails your settlement check to cash it; otherwise it will be voided and the amount of your settlement payment will be sent to the California State Controller as unclaimed property in your name and you will need to contact that agency to obtain your funds. For tax purposes, your Class settlement payment will be considered one-third as wages, to be reported as W-2 income, to be reported on a W-2 form, one-third as interest and one-third as penalties, which will both be reported on an IRS Form 1099. If you are also a PAGA Employee, your share of the PAGA Settlement will be reported on an IRS Form 1099. Nothing in this Notice should be construed as providing you with tax advice. You should consult with your tax advisor concerning the tax consequences of the payment you receive.

8. RELEASE OF CLAIMS

A. Release by Class Members who do not exclude themselves from the Settlement.

Unless you submit a valid Request for Exclusion (described below in Section 9), you will release T.J. Maxx and its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from all causes of action and factual or legal theories that were alleged, or could have been alleged, in the Complaint based upon the facts alleged in the Complaint, including all damages, penalties, interest, and other amounts recoverable under said claims, causes of action or legal theories of relief. The time period governing these Released Claims shall be from November 8, 2017, through the end of the Class Period only. Provided, however, the Released Claims shall not include the PAGA Released Claims. The Release Period for the Released Claims shall be the Class Period.

B. Release by Class Members who worked for T.J. Maxx During the PAGA Period.

If you worked for T.J. Maxx at any time from May 22, 2018, through June 3, 2022, you will receive a payment that is your share of the PAGA Employee Portion and you will release T.J. Maxx and all of its past, present and/or future officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers from any and all claims for civil penalties under the PAGA that were alleged in, or arise out of the facts alleged in any letter sent to the LWDA by any of the Representative Plaintiffs or alleged in the consolidated Complaint, including but not limited to failure to provide meal and rest breaks, failure to pay for all hours worked, failure to pay overtime, failure to provide accurate wage statements, and failure to pay all wages owed at termination, but only for those violations which occurred during the PAGA Period. You cannot exclude yourself from this release.

9. YOUR OPTIONS

As a member of the settlement class you have four options. Each option will affect your rights, which you should understand before making your decision. Your rights regarding each option, and the procedure you must follow to select each option, are explained below:

(a) You Can Do Nothing.

If you do nothing, you will remain a member of the settlement class and will receive a settlement payment. You will also be bound by the release of claims set forth in Section 8(A) above. The payment will remain valid and negotiable for one hundred eighty (180) days from the date of the issuance. This deadline to cash the payment check shall not be extended for you absent Court Order.

FOR MORE INFORMATION CALL 1-800-_____.

(b) You Can Contest the Calculation of Your Settlement Payment as Stated in this Notice.

You can contest the number of qualifying workweeks attributed to you in Section 6 above. To do so, you must provide the Settlement Administrator with a written explanation of your position. The statement must also include your full name, current address and telephone number, and must identify this case (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097). You must provide written documentation supporting the number of workweeks you believe that you worked; otherwise, the number listed above will be presumed correct. You must postmark your written statement no later than September 1, 2022. The Settlement Administrator will consider the documentation you submit and will communicate with you and the parties as necessary regarding the dispute to determine whether an adjustment is warranted before making a final determination regarding your settlement payment. The Settlement Administrator will mail you its final determination.

(c) You Can Exclude Yourself from the Settlement Class.

If you do not want to remain a member of the settlement class, you can request exclusion (i.e., opt out) by sending the Settlement Administrator a written Request for Exclusion at the address specified in Section 11 below. The deadline to postmark a Request for Exclusion is September 1, 2022. A Request for Exclusion is a written statement that unambiguously requests exclusion from the settlement class. The Request for Exclusion must include the case number (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097), your name, current address and telephone number, and the last four digits of your social security number (for verification purposes). You must also sign the Request for Exclusion. You should keep a copy of your Request for Exclusion. Moreover, to demonstrate receipt by the Settlement Administrator, you may elect to send your Request for Exclusion via certified mail. Requests for Exclusion that do not include all required information, or that are not postmarked on or before September 1, 2022, will not be valid.

If you submit a valid and timely Request for Exclusion, you will not be bound by the settlement or the release of claims in Section 8(A) above; however, you will not receive all of the money referenced in section 6 of this Notice. You will also be barred from objecting to this settlement. By opting out of the settlement class, you will retain whatever rights or claims you may have against T.J. Maxx.

Please note, however, that the submission of a Request for Exclusion will not exclude you from the PAGA Settlement. Thus, if you worked for T.J. Maxx at any time between May 22, 2018, and June 3, 2022, you will still receive your portion of the PAGA Settlement and you will be bound by the more limited release set forth in section 8(B).

If you do not submit a timely and valid Request for Exclusion from the settlement class by the deadline specified above, then you will be bound by all terms and conditions of the settlement, including the Release of Claims, if it is approved by the Court and by the judgment, and you will receive a settlement payment.

(d) You Can Object to the Settlement.

If you do not submit a Request for Exclusion from the settlement, you may object to the settlement by sending your written objections to the Settlement Administrator at the address specified in Section 12 below. The deadline to postmark your objections is September 1, 2022. Only class members who have not requested exclusion may object to the settlement.

Your objection must state the basis of your objection and include any papers and briefs in support of your position. Your objection must be signed and must contain your current address and telephone number (or that of your attorney) and refer to this case (*T.J. Maxx Wage and Hour Cases*, Los Angeles Superior Court, JCCP No. 5097).

If you object to the settlement and if the Court approves the settlement notwithstanding your objections, you will be bound by the terms of the settlement and be deemed to have released all of the Released Claims as set forth in Section 8 above, and you will not be permitted to file a Request for Exclusion.

(e) You Can Attend the Final Approval Hearing

Regardless of which option you choose, you may attend the Final Approval Hearing and address the Court regarding the proposed settlement. Information about the Final Approval Hearing is contained in section 10 of this Notice.

10. FINAL APPROVAL HEARING ON PROPOSED SETTLEMENT

The Final Approval Hearing on the fairness and adequacy of the proposed settlement, the plan of distribution, the service and release award to the Plaintiffs, and Class Counsel’s request for attorneys’ fees and costs, and other issues will be held on October 3, 2022, at 9:00a.m., in Department 6 of the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012. The Final Approval Hearing may be continued to another date without further notice. If you plan to attend the Final Approval Hearing, it is recommended that you contact the Settlement Administrator to confirm the date and time.

11. NON-RETALIATION

T.J. Maxx will not retaliate or take any adverse action against a class member for participating in, or opting out of, the settlement.

12. ADDITIONAL INFORMATION AND COURTHOUSE SOCIAL DISTANCING INFORMATION.

This Notice only summarizes the lawsuit and settlement. For more information, you may inspect the Court file at the Los Angeles County Superior Court, 312 N. Spring Street, Los Angeles, CA 90012, subject to the social distancing procedures in place at the Courthouse. You may also review the settlement agreement and other documents on-line at www.____ or you may contact the Settlement Administrator as follows:

[INSERT]

You may also contact Class Counsel at the addresses and telephone numbers provided in Section 4 above. If your address changes or is different from the address on the envelope enclosing this Notice, please promptly notify the settlement administrator.

If you are planning to come to the Final Approval Hearing, you should review the Court’s social distancing requirements at: (Here for You, Safe for You).

These rules require that all persons entering any courthouse or courtroom must wear a face covering/mask over his or her nose and mouth at all times within the public areas of the courthouse or courtroom. Individuals who wear a face shield must ensure it covers both the nose and the mouth, wraps around the sides of a wearer’s face and extend to below the chin with a cloth drape from the bottom of the face shield to below the neck. Children under the age of three (3) are exempt, as are persons with a medical condition, mental health condition, or disability that precludes them from wearing a face covering. However, they must “take whatever protective measures their condition permits, such as wearing a face shield without a drape on the bottom edge.”

Individuals are required to maintain at least (6) six feet of physical distance from all persons (except those within their household) at all times and comply with social distance signage throughout the courthouse.

Individuals are requested to use hand sanitizer when entering the courthouse, practice good hand-washing hygiene, and cover coughs and sneezes, preferably with a tissue.

**IT IS IMPORTANT THAT YOU NOTIFY THE SETTLEMENT ADMINISTRATOR IMMEDIATELY
IF YOU HAVE A CHANGE OF ADDRESS**

PLEASE DO NOT CALL OR WRITE THE COURT ABOUT THIS NOTICE

FOR MORE INFORMATION CALL 1-800-_____.