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[Additional Counsel on Next Page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF VENTURA

JEFFREY LINDQUIST, an individual, on behalf of the State of California, as a private attorney general

PLAINTIFF,

v.

TUMI STORES, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

Case No. 2024CUOE029752

AMENDED JOINT STIPULATION AND SETTLEMENT AGREEMENT OF CLASS ACTION AND REPRESENTATIVE CLAIMS

[ASSIGNED FOR ALL PURPOSES TO JUDGE CHARMAINE H. BUEHNER, DEPT. 44]

Trial Date: August 24, 2026
Complaint Filed: August 16, 2023

The signed document can be validated at https://app.vinesign.com/Verify

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JEFFREY LINDQUIST

This Amended Joint Stipulation and Settlement Agreement of Class Action and Representative Action Claims ("Stipulation of Settlement" or "Settlement" or "Settlement Agreement") is made and entered into by and between Plaintiff Jeffrey Lindquist ("Named Plaintiff") and Defendant Tumi Stores, Inc. ("Defendant") (Named Plaintiff and Defendant are referred to together as the "Parties").

THE PARTIES STIPULATE AND AGREE as follows:

DEFINITIONS

1. "**Class/PAGA Period**" means the time period from June 20, 2023 to September 16, 2025, or an earlier date pursuant to Defendant's election under the escalator provision in Paragraph 41(a) herein.

2. "**Class Workweek**" means any week where a Settlement Class Member performed work for Defendant during the Class/PAGA Period.

3. "**Court**" means the Superior Court of the State of California for the County of Ventura.

4. "**Defendant's Counsel**" means Elizabeth Staggs Wilson, Esq., Jennifer W. Maguire, Esq., and Bo Kyung Kim, Esq., of Littler Mendelson, P.C.

5. "**Effective Date**" shall have the meaning ascribed to it in Paragraph 41 below.

6. "**Enhancement Award**" means the payment made to Named Plaintiff in his capacity as class representative, which sum is over and above his Individual Settlement Payment.

7. "**Escalator Amount**" means the amount Defendant will pay in addition to the Gross Settlement Amount if the total number of Workweeks exceeds 10,967 Workweeks by 7% or more (*e.g.*, the Workweek count is greater than 11,735 Workweeks) and if Defendant elects to (1) pay the Escalator Amount on a proportional basis, at the Defendant's discretion, for any number of Workweeks over 11,735 Workweeks that has accumulated prior to the earlier of Defendant's chosen cut-off or September 16, 2025, which is calculated by increasing the Gross Settlement Amount proportionately for each additional Workweek over 11,735 Workweeks (for example, if the Workweek count is 11,844.36, *i.e.*, 108% of 10,967 Workweeks, Defendant could agree to increase the Gross Settlement by $3,000, *i.e.*, 1% of the Gross Settlement Amount), or (2) select an end date for the Class/PAGA Period on a date chosen by Defendant that is earlier than September 16, 2025, wherein the total number of Workweeks is less than or equal to 11,735 Workweeks.

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8. "**Final Approval Hearing**" means the hearing whereat the Court shall consider, without limitations, any timely objections to the Settlement from Settlement Class Members, testimony from the Parties or their counsel, declarations regarding the claims process from the Settlement Administrator, and otherwise make a final determination regarding the fairness of the Settlement as set forth herein.

9. "**Final Order and Judgment**" means the Final Order Approving Class Action and PAGA Settlement and Judgment in a form to be agreed upon by the Parties and approved by the Court.

10. "**Gross Settlement Amount**" means Three Hundred Thousand Dollars and Zero Cents ($300,000.00), which is the maximum amount that Defendants will pay pursuant to this Settlement, excluding Defendant's share of payroll taxes and the Escalator Amount, if any, which shall be paid by Defendant separately and in addition to the Gross Settlement Amount. The amount of the Total Gross Settlement Amount is deemed a material term of this Settlement Agreement, and Defendant may revoke the Settlement Agreement if the Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the Total Gross Settlement Amount. Changes requested by the Court to the allocation of funds between PAGA Claims and the remaining class claims, or changes in the amount of attorneys' fees and costs or Class Representative Payments or payments to Plaintiff, or changes to the procedures accompanying the administration of the settlement will not form the basis for any party in the Actions to revoke this Settlement Agreement provided that such changes do not result in an increase of the Total Gross Settlement Amount.

11. "**Individual Settlement Payment**" means the portion of the Net Settlement Amount payable to a Qualified Class Member.

12. "**LWDA**" means the California Labor & Workforce Development Agency.

13. "**Operative Complaint**" means the Second Amended Complaint that will be filed by Named Plaintiff in the Lawsuit.

14. "**Net Settlement Amount**" has the meaning ascribed to it in Paragraph 42, below.

15. "**Notice**" or "**Class Notice**" means the Notice of Pendency of Class Action in substantially the form attached hereto as **Exhibit A**, and as approved by the Court.

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16. "**PAGA Employees**" or "**Aggrieved Employees**" means the Settlement Class Members who worked at any time in California during the Class/PAGA Period and allege violations under the Private Attorneys General Act (PAGA) of 2004 (Labor Code Sections 2698 *Et. Seq*.), (as amended on June 19, 2024) in the Operative Complaint.

17. "**PAGA Employee Payment**" means the payment issued to each PAGA Employee for his/her/their share of the PAGA Payment.

18. "**PAGA Notices**" means Named Plaintiff's Notice of Labor Code Violations California Labor Code Sections 2698 *Et. Seq*. that was sent to the California Labor and Workforce Development Agency on or about June 20, 2024 and the Amended Notice dated August 12, 2025.

19. "**PAGA Workweek**" means any week during which an Aggrieved Employee performed worked for Defendant during the Class/PAGA Period.

20. "**PAGA Payment**" means the total amount of PAGA civil penalties paid to the State of California Labor and Workforce Development Agency ("LWDA") and the PAGA Employees in settlement of all claims for PAGA penalties from the Gross Settlement Amount, allocated 35% to the Aggrieved Employees and 65% to the LWDA.

21. "**Qualified Class Members**" or **"Participating Class Members"** means the Settlement Class Members who did not opt out of the Settlement Agreement and who will receive a share of the Net Settlement Amount.

22. **"Non-Participating Class Members"** means any Participating Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

23. "**Released Parties**" collectively shall encompass Defendant and any of its past, present and future direct or indirect parents, subsidiaries, predecessors, successors and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with them.

24. "**Settlement Administrator**" means Apex Class Action Administration.

25. "**Settlement Class Counsel**" means Eric Kingsley, Kelsey M. Szamet and Jessi Bulaon of Kingsley Szamet Employment Lawyers.

26. "**Settlement Class Members**" means all persons who worked as an hourly, non-exempt employee in California for Defendants during the Class/PAGA Period and who allege violations as a class action in the Operative Complaint.

27. "**Lawsuit**" means the action entitled *Jeffrey Lindquist v. TUMI Stores, Inc.,* pending in Ventura County Superior Court, case number 2024CUOE029752.

28. "**Workweek**" means any week where a Settlement Class Member/PAGA Employee performed work.

RECITALS

29. On June 18, 2025, following exchange and extensive review of relevant documents and class data, the Parties engaged in a full-day mediation with experienced wage and hour class action mediator Lisa Klerman, Esq. that resulted in the settlement of this matter via a mediator's proposal subject to the Court's approval.

30. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims in the Lawsuit, and further denies that, for any purpose other than settling the Lawsuit, class action or representative treatment is appropriate for the Lawsuit.

31. It is the Parties' desire to fully, finally, and forever settle, compromise, and discharge all disputes and claims alleged in the Lawsuit.

32. It is the Parties' intention that this Stipulation of Settlement shall constitute a full and complete settlement and release of all Released Claims (as defined in Paragraphs 63 through 66) against all Released Parties.

33. It is the Parties' intention that this Settlement shall not become effective until the Effective Date, as defined in Paragraph 41, below.

34. Settlement Class Counsel have conducted a thorough investigation into the facts of the Lawsuit, including an extensive review of relevant documents and data, and have diligently pursued an investigation of the Settlement Class Members' claims against Defendant. Based on its and their own independent investigation and evaluation, Settlement Class Counsel are of the opinion that the Settlement with Defendant is fair, reasonable and adequate and is in the best interest of the Settlement Class Members in light of all known facts and circumstances, including the risks of significant delay,

the class not being certified, and the defenses asserted by Defendant. Defendant and Defendant's Counsel also agree that the Settlement is in the best interests of the Settlement Class Members. Counsel for the Parties further agree that the Settlement is fair, reasonable and adequate with respect to civil penalties sought pursuant to PAGA.

35. The Parties agree to cooperate and take all steps necessary and appropriate to consummate this settlement in accordance with the terms of this Stipulation of Settlement.

TERMS OF SETTLEMENT

36. In consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, to the terms herein.

37. It is agreed by and between Named Plaintiff and Defendant that the Lawsuit and any claims, demands, liabilities, penalties, damages or causes of action of any kind whatsoever claimed by Named Plaintiff on behalf of himself, the Settlement Class Members, and/or the PAGA Employees arising out of the disputes which are the subject of the Lawsuit, be settled and compromised, subject to the terms and conditions set forth in this Stipulation of Settlement and the Court's approval.

38. As a condition of this Settlement and prior to seeking preliminary approval, Plaintiff filed an amended PAGA Notice ("Amended PAGA Notice") with the LWDA on August 12, 2025, containing all of the allegations in the original PAGA Notice and adding a claim for failure to provide rest breaks or provide break premiums at the regular rate.

39. As a condition of this Settlement and prior to seeking preliminary approval, but no sooner than 65 days after filing the Amended PAGA Notice with the LWDA, Plaintiff will file a Second Amended Complaint in the Lawsuit which shall be the Operative Complaint, a copy of which is attached as **Exhibit B**. Plaintiff will amend the original PAGA complaint filed on August 26, 2024, such that the Operative Complaint adds a Class Action containing all allegations encompassed in the original PAGA Complaint, adds an allegation in both the Class Action and PAGA representative portion of the Operative Complaint for rest period violations or failure to provide rest period premiums at the regular rate, and adds a cause of action under Business and Professions Code §17200. Defendants will not be required to file an answer to the Operative Complaint.

40. As a condition of this Settlement, Plaintiff will also file a Dismissal of the Arbitration Action that Plaintiff submitted to the American Arbitration Association on June 20, 2024 entitled *Jeffrey Lindquist v. TUMI Stores, Inc.*, arbitration case number 01-24-0006-0887, alleging the same claims described in the PAGA Notice.

41. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective when all of the following events have occurred ("Effective Date"): (i) this Stipulation of Settlement has been executed by Named Plaintiff, Defendant, Settlement Class Counsel, and Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, *i.e.*, 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief. If the Court declines to approve the Settlement, the entire Stipulation of Settlement is deemed void and unenforceable as if no settlement of any claim was ever reached. All negotiations, statements and proceedings and data relating thereto shall be protected by California Evidence Code §1152 and shall be without prejudice to the rights of any of the Parties.

42. Gross Settlement Amount: To implement the terms of this Settlement, Defendant agrees to pay a maximum total payment of Three Hundred Thousand Dollars and Zero Cents ($300,000.00), which includes payments to Settlement Class Members (excluding any appropriate and lawfully required employer-side payroll taxes owed by Defendant on such payments which Defendant shall be separately responsible for apart from the Gross Settlement Amount), Enhancement Award to the Named Plaintiff, the PAGA Payment, the Settlement Administrator's fees and costs, approved

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attorneys' fees and litigation costs, and any other payments provided by this Settlement. Except as otherwise specified herein, Defendant shall not be required to pay any additional monies beyond the amount of the Gross Settlement Amount other than the employer-side payroll taxes and the Escalator Amount, if any. Further, no portion of the Gross Settlement Amount and the Escalator Clause, if any, shall revert to Defendant, and any amount of the Gross Settlement Amount and the Escalator Clause, if any, not required for paying the above-referenced amounts shall be paid to the Qualified Class Members on a pro rata basis according to the formula contained herein. The amount of the Total Gross Settlement Amount is deemed a material term of this Settlement Agreement, and Defendant may revoke the Settlement Agreement if the Court insists on a change that increases the obligation of Defendant to pay an amount in excess of the Total Gross Settlement Amount. Changes requested by the Court to the allocation of funds between PAGA Claims and the remaining class claims, or changes in the amount of attorneys' fees and costs or Class Representative Payments or payments to Plaintiff, or changes to the procedures accompanying the administration of the settlement will not form the basis for any party in the Lawsuit to revoke this Settlement Agreement provided that such changes do not result in an increase of the Total Gross Settlement Amount.

a. Defendant represents that the total number of Workweeks worked by Settlement Class Members as of June 18, 2025, is approximately 10,967 Workweeks. If the total number of Workweeks exceeds this total by 7% or more (*e.g.*, the Workweek count is greater than 11,735) for the Class/PAGA Period, Defendant shall have the following options:

i. Pay the Escalator Amount on a proportional basis, at Defendant's discretion, for any number of Workweeks that is over 11,735 Workweeks that has accumulated prior to the earlier of Defendant's chosen cut-off or September 16, 2025which is calculated by increasing the Gross Settlement Amount proportionately for each additional Workweek over 11,735 Workweeks (for example, if the Workweek count is 11,844*i.e.*, 108% of 10,967 Workweeks, Defendant could agree to increase the Gross Settlement by $3,000, *i.e.*, 1% of the Gross Settlement Amount); or

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ii. Select an end date for the Class/PAGA Period on a date chosen by Defendant that is earlier than September 16, 2025, wherein the total number of Workweeks is less than or equal to 11,735 Workweeks.

43. Tax Treatment of the Gross Settlement Amount: The Parties agree that the Gross Settlement Amount, including the Escalator Amount, if any, will qualify as a settlement fund pursuant to the requirements of section 468(B)(g) of the Internal Revenue Code of 1986, as amended, and section 1.468B-1 *et seq*. of the income tax regulations. Furthermore, the Settlement Administrator is hereby designated as the "Administrator" of the qualified settlement funds for purposes of section 1.46B-2(k) of the income tax regulations. As such, all taxes imposed on the gross income of the Gross Settlement Amount, including the Escalator Amount, if any, and any tax-related expenses arising from any income tax return or other reporting document that may be required by the Internal Revenue Service or any state or local taxing body will be paid from the Gross Settlement Amount.

44. Funding of Gross Settlement Amount: Within thirty (30) calendar days of the Effective Date, Defendant shall transfer to the Settlement Administrator an amount equal to the Gross Settlement Amount and the Escalator Amount, if any, plus the employer's share of payroll taxes. The delivery of these sums and the employer's share of payroll taxes to the Settlement Administrator shall constitute full and complete discharge of the entire obligation of Defendant under this Settlement. Once Defendant has made such payments, it will be deemed to have satisfied all terms and conditions under this Settlement, shall be entitled to all protections afforded to Defendant under this Settlement, and shall have no further obligations under the terms of the Settlement regardless of what occurs with respect to those sums.

45. Allocation of the Gross Settlement Amount: After the deduction of the amounts approved for the Enhancement Awards to the Named Plaintiff, the PAGA Payment, the Settlement Administrator's costs, Settlement Class Counsel's fees and expenses from the Gross Settlement Amount, including the Escalator Amount, if any, the remainder shall be referred to as the Net Settlement Amount.

a. The Net Settlement Amount shall be divided among the Qualified Class Members on a pro-rata basis, based upon the following:

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i. Each Qualified Class Member's workweek count, which shall be the sum of the total number of Workweeks the Qualified Class Member worked during the Class/PAGA Period;

ii. Divided by the combined sum of all Qualified Class Members' workweek counts; and

iii. Multiplied by the value of the Net Settlement Amount.

b. The Parties agree that if any Qualified Class Member disputes the basis for determining their share of the Settlement, Defendant's records shall presumptively control unless the Qualified Class Member can produce documentation evidence of other workweeks worked during the relevant time period. The Parties further agree that any dispute that cannot be resolved by Settlement Class Counsel and Defendant's Counsel may be brought before the Court before final approval of the Settlement.

c. To the extent that amounts for attorneys' fees and costs and the Enhancement Award outlined below are not approved by the Court, such amounts will be reallocated to the Net Settlement Amount unless allocated otherwise by agreement of the Parties, with approval of the Court.

d. The Parties agree that all of the Net Settlement Amount distributed to each Qualified Class Member will be allocated as follows: twenty percent (20%) as alleged unpaid wages and eighty percent (80%) as alleged penalties and unpaid interest. The Settlement Administrator will issue an IRS W-2 to each Qualified Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Qualified Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Parties further agree that the PAGA Payment distributed to each PAGA Employee will be treated entirely as civil penalties and will be reported as such to each PAGA Employee on an IRS Form 1099-MISC, if applicable.

e. Within ten (10) calendar days of the transfer of the Gross Settlement

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Amount, including the Escalator Amount, if any, to the Settlement Administrator, and only upon the Effective Date being met, the Settlement Administrator shall disburse: (1) the Net Settlement Amount to be paid to Qualified Class Members; (2) the attorney's fees and costs awarded to Settlement Class Counsel, as approved by the Court; (3) the Enhancement Award paid to the Named Plaintiff, as approved by the Court; (4) Settlement Administrator's costs, as approved by the Court; and (5) the PAGA Payment to the LWDA and PAGA Employees, as approved by the Court.

f. Qualified Class Members and PAGA Employees must cash or deposit their Individual Settlement Payment and PAGA Employee Payment checks within one hundred eighty (180) days from the date of issuance of the check. If any checks are not redeemed or deposited within ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard indicating that unless the check is redeemed or deposited in the next ninety (90) days, it will expire and become non-negotiable. If any checks remain uncashed or not deposited by the expiration of the ninety (90) day period after mailing the reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the checks are mailed, cancel the checks. All funds associated with the Individual Settlement Payment checks and PAGA Employee Payment checks returned as undeliverable and funds associated with those Individual Settlement Payment checks and PAGA Employee Payment checks remaining uncashed, shall be delivered to Bet Tzedek Legal Services[1] ("Cy Pres Recipient") with an identification of the amount of unclaimed funds attributable to each Qualified Class Member and PAGA Employee. The Parties, Settlement Class Counsel and Defendant's Counsel, represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient

46. PAGA Payment: Subject to the Court's Approval, up to a maximum of Twenty-Two Thousand Five- Hundred Dollars and Zero Cents ($22,500.00) shall be allocated as the PAGA

[1] Bet Tzedek lifts individuals and communities out of poverty by providing education, legal guidance, and direct representation for low-wage workers and small businesses from across the city. By creating pathways to economic justice and financial stability, we empower low-wage workers, help low-income clients address disputes with the IRS and State Franchise Tax Board, and support small business owners in starting, maintaining, and growing their businesses. https://bettzedek.org/our-services/justice-for-workers/

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Payment. Fourteen Thousand Six Hundred and Twenty_Five Dollars ($14,625.00), representing 65% of the PAGA Payment, shall be paid to the LWDA. Seven Thousand Eight Hundred Seventy-Five Dollars ($7,875.00), representing 35% of the penalties paid pursuant to PAGA, shall be distributed to the PAGA Employees as PAGA Employee Payments. The PAGA Employees shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release. To arrive at the PAGA Employee Payment amounts, the portion of the PAGA Payment allocated to the PAGA Employees shall be divided among the PAGA Employees on a pro-rata basis, based upon the following:

a. Each PAGA Employee's PAGA Workweek count, which shall be the sum of the total number of PAGA Workweek the PAGA Employee worked during the Class/PAGA Period;

b. Divided by the combined sum of all PAGA Employees' PAGA Workweek counts; and

c. Multiplied by the value of the portion of the PAGA Payment allocated to the PAGA Employees.

47. Individual Settlement Payments Do Not Trigger Additional Benefits: All Individual Settlement Payments, PAGA Employee Payments, and the Enhancement Award shall not be utilized to calculate any additional benefits under any benefit plans to which Named Plaintiff, Settlement Class Members and/or PAGA Employees may be eligible including, but not limited to: retirement plans, profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, paid time off, sick leave plans, PTO plans, pension plans, or any other benefit plan. It is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which Named Plaintiff, Settlement Class Members, and PAGA Employees may be entitled under any benefit plans.

48. Settlement Administrator: The Settlement Administrator shall be Apex Class Action Administration (the "Settlement Administrator"). The Settlement Administrator will maintain acceptable electronic and physical security protocols to adequately protect and safeguard the private employee information it will have access to as a result of the claims process. The fees and expenses of the Settlement Administrator, which is currently estimated at approximately Seven Thousand Four

Hundred Ninety Dollars and Zero Cents ($7,490.00), shall be paid through the Gross Settlement Amount.

49. Attorneys' Fees and Attorneys' Costs: Subject to the Court's approval, Settlement Class Counsel may petition the Court for attorneys' fees, which collectively shall not exceed 1/3 of the Gross Settlement Amount, including the Escalator Amount, if any, plus reasonable costs/expenses not to exceed Twenty Thousand Dollars and Zero Cents ($20,000.00), subject to approval by the Court. Defendant will not object to Settlement Class Counsel's application for attorneys' fees and costs in these amounts. The amount set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and all fees and costs to be incurred in the future in connection with the approval by the Court of this Stipulation of Settlement, and the administration of the Settlement. Should Settlement Class Counsel collectively request a lesser amount, or should the Court approve a lesser amount of attorneys' fees and/or attorneys' costs, the difference between the lesser amount and the maximum amount set forth above shall be added to the Net Settlement Amount. Settlement Class Counsel shall not be entitled to further fees or costs from Defendant if they elect to appeal any reduction in the requested fee or cost award. Any reduction by the Court of Settlement Class Counsel's claimed attorneys' fees and/or reasonable costs/expenses shall not be sufficient grounds to void the Settlement. Named Plaintiff and Defendant shall bear their own attorneys' fees and costs, except as provided herein.

50. Named Plaintiff's Enhancement Award: Settlement Class Counsel will not seek more than $7,000 for Named Plaintiff, respectively, in recognition for their service as class representatives, which shall be paid from the Gross Settlement Amount. It is understood that the Enhancement Award is in addition to any claimed Individual Settlement Payment or PAGA Employee Payment to which Named Plaintiff is entitled. The Enhancement Awards shall not be deemed wages and will be reported on an IRS Form 1099-MISC, if applicable. This is not a material term of this Settlement, and any reduction by the Court of the requested Service Payment to Plaintiff shall not be sufficient grounds to void the Settlement or appeal the Judgment.

51. Tax Forms: The Settlement Administrator shall be responsible for issuing the payments and withholding all required state and federal taxes in accordance with this Stipulation of Settlement.

The Settlement Administrator will issue an IRS W-2 to each Qualified Settlement Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid wages and subject to applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099-MISC to each Qualified Settlement Class Member for the portion of each Individual Settlement Payment allocated as alleged unpaid non-wage penalties and interest and not subject to payroll tax withholdings. The Settlement Administrator will also issue IRS Forms 1099 to: (1) Named Plaintiff for the Enhancement Award; (2) the PAGA Employees for their portion of the PAGA Payment; and (3) Settlement Class Counsel for the amount paid for approved fees and costs. The Settlement Administrator will be responsible for preparing these forms correctly. The Settlement Administrator shall also be responsible for submitting Defendant's share of payroll taxes to the appropriate government agencies on behalf of Defendant. Named Plaintiff and Settlement Class Counsel will be responsible for correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts received.

52. Indemnification: Named Plaintiff and Settlement Class Counsel acknowledge and agree that they are and will be responsible for the payment of any and all Federal, State, and Local taxes or penalties associated with their respective allocated portions of the payments described herein, and agree to indemnify, defend, and hold the Released Parties harmless from any and all claims by any Federal, State, or Local taxing authority that Named Plaintiff or Settlement Class Counsel failed to pay or underpaid their or her or his share of taxes associated with the payments set forth in this Settlement. The Parties acknowledge and agree that Settlement Class Counsel is not responsible for the payment of any Federal, State, and Local taxes or penalties associated with payments to Named Plaintiff and Qualified Settlement Class Members.

53. Final Approval: This Agreement is contingent upon an order by the Court granting Final Approval of the Settlement as agreed upon with respect to all material terms, that the LWDA does not intervene and/or object to the Settlement and that this Agreement becomes Effective, as defined in Paragraphs 5 and 41, above. Material terms include the definition of PAGA Employees or Aggrieved Employees (Paragraph 16), the definition of Settlement Class Members (Paragraph 26), the definition of Class/PAGA Period (Paragraph 1), the definition of Effective Date (Paragraphs 5 and

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41), the definition of Gross Settlement Amount (Paragraph 42), the definition of Released Class and PAGA Claims (Paragraphs 67-68), and the definition of Released Parties (Paragraph 23)). In the event it becomes impossible to secure approval of the Settlement by the Court and the LWDA or the Agreement does not become Effective as to the material terms herein, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided, not approved by the Court or approval is reversed on appeal, it shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

NOTICE TO THE SETTLEMENT CLASS

54. Within thirty (30) calendar days of preliminary approval of this Settlement by the Court, Defendant shall provide to the Settlement Administrator a database containing the following information ("Class Member List"):

a. The full name, last known address, last known telephone number, and full social security number of all Settlement Class Members; and

b. The information necessary to determine the estimated settlement allocation to each Settlement Class Member and PAGA Employee, including without limitation, the total number of Class workweeks worked by each Settlement Class Member, and the total number of PAGA Workweek worked by each PAGA Employee within the Class/PAGA Period.

55. The Settlement Administrator (along with any of its agents) shall represent and warrant that it will: (1) provide reasonable and appropriate administrative, physical and technical safeguards, including a reasonable security protocol, for any personally identifiable information ("PII"), which it receives from Defendant's Counsel and/or Settlement Class Counsel; (2) not disclose the PII to third parties, including agents or subcontractors, without Defendant's consent; (3) not disclose or otherwise use the PII other than to carry out its duties as set forth herein; and (4) promptly provide Defendant with notice if PII is subject to unauthorized access, use, disclosure, modification, or destruction. The

Settlement Administrator may provide notice to all Parties if the PII is subject to unauthorized access, use, disclosure, modification or destruction; however, all additional communications from the Settlement Administrator regarding the scope, circumstances, and substance shall be communicated solely to Defendant.

56. The Settlement Administrator shall send a Notice to each Settlement Class Member by first-class mail within fourteen (14) calendar days of receipt of the Class Member List. Prior to mailing the Notice, the Settlement Administrator shall update the addresses of the Settlement Class Members by reference to the National Change of Address Database maintained by the United States Postal Service. If a Notice is returned as nondeliverable but with a forwarding address, the Settlement Administrator shall resend the Notice to the forwarding address. If a Notice is returned as nondeliverable with no forwarding address, the Settlement Administrator shall conduct an advanced skip trace to locate the most current address of the person to whom the Notice was addressed, and shall resend the Notice to any updated address within five (5) calendar days. Upon completion of these steps, the Parties shall be deemed to have satisfied their obligations to provide the Notice to the affected Settlement Class Members.

57. The Settlement Administrator shall provide to the Court, concurrently with Named Plaintiff's Motion for Final Approval, a declaration of due diligence and proof of mailing with regard to the mailing of the Notices.

58. The Settlement Administrator shall also be responsible for:

a. Mailing the Notice as directed by the Court;

b. Consulting with counsel for the Parties concerning any relevant issue, including (without limitation) the estimated amounts of approximate Individual Settlement Payments, PAGA Employee Payments, and the acceptance of any late or deficient disputes;

c. Keeping track of timely and proper requests for exclusion;

d. Calculation of the Individual Settlement Payments, PAGA Employee Payments, and the PAGA Payment to the LWDA;

e. Providing weekly status reports to counsel for the Parties, including: (a) the number of Notices mailed (including information regarding undeliverable and/or emailed

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Notices); (b) the number of disputes received (and sending copies of said disputes); (c) the number of objections received; and (d) the number of requests for exclusion received;

f. Notifying Defendant's Counsel of the wiring instructions to fund the Gross Settlement Amount, including the Escalator Clause, if any, as approved by the Court;

g. Preparing the checks containing the Individual Settlement Payments;

h. Distributing and paying the Enhancement Awards, Individual Settlement Payments, PAGA Employee Payments, the PAGA Payment to the LWDA, and fees and costs awarded to Settlement Class Counsel;

i. Issuing tax forms and addressing employer and employee-side payroll taxes; and

j. Such other tasks as the Parties mutually agree or the Court orders the Settlement Administrator to perform, including responding to questions from Settlement Class Members.

REQUESTS FOR EXCLUSION

59. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice within which to complete and postmark a written request for exclusion, for return to the Settlement Administrator. The written request for exclusion must: (1) state the Settlement Class Member's name, address, telephone number, and social security number or employee identification number; (2) state the Settlement Class Member's intention to exclude themselves from or opt-out of the Settlement (*e.g.* "I want to exclude myself from this settlement. I also understand that I retain all rights to sue Defendant for the claims asserted in this lawsuit."); (3) be addressed to the Settlement Administrator; (4) be signed by the Settlement Class Member or their or his or her lawful representative; and (5) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced below for eligible Settlement Class Members). No requests for exclusion shall be accepted if postmarked after the forty-five (45) calendar day period for the filing of exclusions. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) calendar days from their original deadline to postmark a request for exclusion. Settlement Class Members are

responsible for maintaining a photocopy of their request for exclusion, reflecting that it was submitted in a timely manner. Any disputes regarding the timeliness of a request for exclusion or whether a written communication constitutes a valid request that cannot be resolved between the Parties shall be determined by the Court, whose determination shall be final.

60. Any Settlement Class Member who validly excludes himself/herself/themselves from this Settlement shall not be bound by this Settlement Agreement, except as to the PAGA Employees who shall release their PAGA claims in their entirety and may not opt out of or object to the PAGA release, and any Settlement Class Member who validly excludes himself/herself/themselves shall not be entitled to any portion of the Net Settlement Amount.

61. If 5% of Settlement Class Members timely opt out of the Settlement by submitting valid and timely requests for exclusion, Defendant shall have the sole and absolute discretion to rescind/void the Settlement Agreement within seven (7) calendar days after receiving from the Settlement Administrator the final list of requests for exclusion. Defendant agrees to meet and confer in good faith with Settlement Class Counsel before rescinding or voiding the Settlement Agreement. In the event that Defendant elects to rescind/void the Settlement Agreement, Defendant shall provide written notice of such rescission to Settlement Class Counsel. Such rescission shall have the same effect as a termination of the Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement Agreement shall become null and void and have no further force or effect. The Parties specifically agree not to solicit opt-outs, directly or indirectly, through any means. In the event Defendant rescinds the settlement, Defendant shall be solely responsible for any fees and costs incurred by the Settlement Administrator.

OBJECTIONS TO THE SETTLEMENT

62. Each Settlement Class Member shall have forty-five (45) calendar days from the mailing of the Notice, or such number of days as the Court shall specify, within which to postmark an objection, for return to the Settlement Administrator. Settlement Class Members whose Notices are returned as undeliverable and who are sent a re-mailed Settlement Notice shall be given an extension of fifteen (15) days from their original deadline to object to postmark an objection. Any Settlement Class Member, who does not affirmatively opt-out of the Settlement by submitting a valid and timely

request for exclusion, may object to the approval of class action settlement ("Objecting Class Member"). Any Settlement Class Member who makes a timely request for exclusion has waived their right to object. The Objecting Class Member shall inform the Settlement Administrator in writing and (1) state the Objecting Class Member's name, address, telephone number, and social security number or employee identification number; (2) describe, in clear and concise terms, the legal and factual arguments supporting the objection; (3) list identifying witness(es) the objector may call to testify at the Final Approval Hearing; (4) provide true and correct copies of any exhibit(s) the objector intends to offer at the Final Approval Hearing; (5) state whether the objection applies only to the objector, to a specific subset of the Class, or to the entire Class; (6) be addressed to the Settlement Administrator; (7) be signed by the Objecting Class Member or their or his or her lawful representative; and (8) be postmarked no later than forty-five (45) calendar days from the mailing of the Notice (or the fifteen (15) day extension referenced above for eligible Settlement Class Members). Regardless of whether a Settlement Class Member timely submitted a written objection, a Settlement Class Member who wishes to appear at the Final Approval Hearing and be heard orally in support of, or in opposition to the class action settlement, may do so. Settlement Class Members shall have no right to object to the PAGA release or PAGA Payment.

63. Any Settlement Class Member who fails to timely submit an objection shall be foreclosed from making any objection to this Settlement or from filing an appeal of the Court's Final Order and Judgment unless otherwise ordered by the Court.

64. Counsel for the Parties shall file any response to the objections submitted by Objecting Class Members, if any, at least seven (7) calendar days before the date of the Final Approval Hearing.

65. At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage Settlement Class Members to submit written objections to the Settlement or to appeal from the Court's Final Order and Judgment. Settlement Class Counsel shall not represent any Settlement Class Members with respect to any such objections to this Settlement.

RELEASE OF CLAIMS BY QUALIFIED CLASS MEMBERS, AND PAGA EMPLOYEES

66. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Settlement Payments,

Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

67. **Release by the Participating Class Members**. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or arise from the same facts and theories alleged in the Operative Complaint and that occurred during the Class/PAGA Period ("Released Class Claims"). The Released Class Claims include, without limitation:

a. Any claims for: (i) unpaid wages (including minimum, regular and overtime wages); (ii) untimely wage payments at the end of employment; (iii) non-compliant meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi) and (vii) interest, penalties, including, but not limited to, wait time penalties, or premiums in connection therewith, any claims for violations of Labor Codes §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and 17200 and applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq*.; and (viii) any claims for violations of the Industrial Welfare Commission Wage Orders as alleged in the Operative Complaint that occurred during the Class/PAGA Period;

b. Any claims for: (i) injunctive relief; (ii) declaratory relief; (iii) restitution; (iv) fraudulent business practices; or (v) punitive damages sought in connection with the substantive wage and hour claims in subparagraph (a) above, as alleged in the Operative Complaint; and

c. Any and all other claims under the common law, Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code arising directly from the same facts and theories expressly alleged in the Operative Complaint.

68. **Release by the Aggrieved Employees**. All Participating and Non-Participating Class Members, who are Aggrieved Employees, as agents of the LWDA, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts and allegations contained in the Operative Complaint, the

PAGA Notice sent to the LWDA by Named Plaintiff on June 20, 2024 and the Amended PAGA Notice sent to the LWDA by Named Plaintiff on August 12, 2025 ("Released PAGA Claims"). The Released PAGA Claims include, without limitation:

a. Any claims for: (i) unpaid wages (including minimum, regular and overtime wages); (ii) untimely wage payments at the end of employment; (iii); non-compliant meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi) failure to maintain employee payroll records; (vii) violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, 2698 et. seq., 2699 et. seq., 2699.3, and 2699.5; and (viii) any claims for violations of Industrial Welfare Commission Wage Orders as alleged or that could have been alleged in the Operative Complaint that occurred during the Class/PAGA Period. To the extent the LWDA has released the PAGA claims in connection with this Settlement Agreement, no PAGA Employee may pursue these same PAGA claims released here in another action. The PAGA Employees are collaterally estopped from pursuing the PAGA claims released and compromised by the LWDA. After the Court grants final approval of the settlement, Plaintiff will provide the LWDA with a copy of the Judgment which will include a list of the PAGA Employees during the Class/PAGA Period. Plaintiff does not release any PAGA Employees' claim for wages and damages. This does not preclude the release of wages and damages by the Class Members as set forth in this Paragraph 64. The PAGA Employees will be issued a check for their share of the PAGA Payment and will not have the opportunity to opt out of, or object to, the PAGA Payment and release of the PAGA Claims set forth in this Paragraph. The LWDA is bound by the release of the PAGA Claims regardless of whether the PAGA Employees cash or deposit their PAGA Employee Payment. The express purpose of this Settlement Agreement and the Judgment to be entered by the Court following approval of this settlement is to forever bar Plaintiff, the LWDA, and any other individual or entity acting on behalf of or purporting to act on behalf of the LWDA (including all Aggrieved Employees) from asserting any of the released PAGA claims that occurred during the Class/PAGA Period in any future litigation.

DUTIES OF THE PARTIES PRIOR TO COURT APPROVAL/CLASS CERTIFICATION

69. For settlement purposes only, the Parties agree that the Settlement Class as defined in Paragraph 23 above, may be certified in the Lawsuit. The Parties are not certifying any PAGA claims. In support of this Agreement, Named Plaintiff will request that the Court certify for settlement purposes the Settlement Class as to all non-PAGA claims that have been asserted, which Defendant shall not oppose or object to.

70. Settlement Class Counsel shall promptly submit this Stipulation of Settlement to the Court in support of Named Plaintiff's Motion for Preliminary Approval and for determination by the Court as to whether the proposed Settlement is within the range of possible judicial approval. Promptly upon execution of this Stipulation of Settlement, Settlement Class Counsel shall apply to the Court for the entry of an order substantially in the following form:

a. Scheduling of the Final Approval Hearing on the question of whether the proposed Settlement, including payment of attorneys' fees and costs and the Enhancement Award should be finally approved as fair, reasonable and adequate as to the Settlement Class Members and for approval of the PAGA Settlement;

b. Certifying the Settlement Class for purposes of the Settlement;

c. Approving the Class Notice attached hereto as **Exhibit A**;

d. Directing the mailing of the Notice by first-class mail to the Settlement Class Members and PAGA Employees; and

e. Preliminarily approving the Settlement subject only to the objections of the Settlement Class Members and final review by the Court.

71. The Parties will work cooperatively to mutually agree upon the form and content of the Notice, as well as the Proposed Order Granting Preliminary Approval.

72. Named Plaintiff and Settlement Class Counsel will not make any public disclosure of the Settlement until after the filing of the motion for preliminary approval of the Settlement. Named Plaintiff and Settlement Class Counsel represent that they have not made any such disclosure. Named Plaintiff, Defendant, Defendant's Counsel and Settlement Class Counsel shall not encourage members of the Settlement Class to opt-out. Settlement Class Counsel will take all steps necessary to ensure that Named Plaintiff is aware of, and will encourage him to adhere to, the restriction against any public

disclosure of the Settlement until after the Settlement is preliminarily approved by the Court. Thereafter, Settlement Class Counsel and Named Plaintiff agree not to publicize the terms of this Settlement with the media, including but not limited to, any newspaper, journal, magazine, website and/or online reporter of settlements or on any website.

DUTIES OF THE PARTIES FOLLOWING FINAL APPROVAL

73. Following final approval by the Court of the Settlement provided for in this Stipulation of Settlement, Settlement Class Counsel shall submit a proposed Final Order and Judgment in approximately the following form and with input from Defendant's Counsel: Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions including the approval of Settlement Class Counsel's application for an award of attorneys' fees and costs and the Enhancement Awards to the Named Plaintiff. The Parties will work cooperatively to mutually agree upon the form and content of the proposed Final Order and Judgement.

VOIDING OF AGREEMENT IF SETTLEMENT NOT FINALIZED

74. Subject to the obligations of mutual full cooperation set forth herein, either Named Plaintiff or Defendant may terminate this Settlement: (1) if after submitting the settlement for approval to the Court, the Court declines to enter the preliminary approval order and requires a change to a material term of the agreement, the final approval order, or judgment in substantially the form submitted by the Parties; or (2) if the Stipulation of Settlement as agreed does not become final because of appellate court action. The terminating party shall give to the other party (through counsel) written notice of its decision to terminate no later than fourteen (14) calendar days after receiving notice that one of the enumerated events has occurred. Termination shall have the following effects:

a. The Settlement Agreement shall be terminated and shall have no force or effect, and no Party shall be bound by any of its terms.

b. In the event the Settlement Agreement is terminated, Defendant shall have no obligation to make any payments to any party, Settlement Class Member, PAGA Employee, or attorney. If there are any fees incurred by the Settlement Administrator and the settlement is terminated by Defendant, Defendant shall solely be responsible for any costs and fees incurred by the

Settlement Administrator.

c. The preliminary approval order, final approval order and judgment shall be vacated.

d. The Stipulation of Settlement and all negotiations, statements and proceedings relating thereto shall be without prejudice to the rights of any of the Parties, all of whom shall be restored to their respective positions prior to the Settlement.

e. Except as otherwise discoverable, neither this Settlement Agreement nor any ancillary documents, actions, statements or filings in furtherance of settlement (including all matters associated with the mediation) shall be admissible or offered into evidence in the Lawsuit or any other action for any purpose whatsoever, except that Named Plaintiff may reveal information that Defendant may have marked as confidential under the mediation privilege including the data, documents, and sampling exchanged for mediation purposes for the purpose of presenting the Court with information supporting the fairness, reasonableness or adequacy of the Settlement.

PARTIES' AUTHORITY

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

MUTUAL FULL COOPERATION

76. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking of such action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties to this Stipulation of Settlement shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Settlement Class Counsel shall take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

NO PRIOR ASSIGNMENTS

77. The Parties and their respective counsel represent, covenant and warrant that they have

not, directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

NO ADMISSION

78. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

BREACH AND ENFORCEMENT ACTIONS

79. The Parties will jointly request that the Court retain jurisdiction pursuant to California Code of Civil Procedure § 664.6 to oversee and enforce the terms of this Settlement. In the event of a breach of this Settlement, the nonbreaching Party shall provide notice to the breaching party and request that the breaching party cure any alleged breach. If the breach is not cured within thirty (30) days of said notice, the nonbreaching party may pursue legal action or other proceeding against any other breaching party or parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement. In the event of such enforcement actions, the successful party or parties shall be entitled to recover from the unsuccessful party or parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions. All such disputes shall be resolved by the Court.

NOTICES

80. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing both electronically and by United States registered or certified mail, return receipt requested, and addressed as follows:

To Named Plaintiff, the Settlement Class, and Settlement Class/PAGA Counsel:

Kelsey M. Szamet
Kelsey@kingsleylawyers.com
Jessi Bulaon
Jessi@kingsleylawyers.com
Kingsley Szamet Employment Lawyers

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Encino, California 91436
Telephone: (818) 990-8300
Fax No.: (818) 990-2903

To Defendant and Defendant's Counsel:

Jennifer W. Maguire
jmaguire@littler.com
Bo Kyung Kim
bkim@littler.com
LITTLER MENDELSON, P.C.
101 Second Street, Suite 1000
San Francisco, California 94105
Telephone: 415.433.1940
Fax No.: 415.399.8490

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CONSTRUCTION

81. The Parties hereto agree that the terms and conditions of this Stipulation of Settlement are the result of lengthy, intensive arms-length negotiations between the Parties, and this Stipulation of Settlement shall not be construed in favor of or against any party by reason of the extent to which any Party or their counsel participated in the drafting of this Stipulation of Settlement.

CAPTIONS AND INTERPRETATIONS

82. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

83. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

84. This Stipulation of Settlement, and the Exhibits attached hereto and incorporated herein by reference, contain the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a Party or such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

85. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees, executors, administrators, successors and assigns.

SETTLEMENT CLASS MEMBER SIGNATORIES

86. It is agreed that because the Settlement Class Members are so numerous, it is impossible or impractical to have each member execute this Stipulation of Settlement. The Class Notice, **Exhibit A** hereto, will advise the Settlement Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member.

COUNTERPARTS

87. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS HEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Settlement and Release between Named Plaintiffs and Defendant as of the date(s) set forth below:

Dated: June 17, 2026

Jeffrey Lindquist
Plaintiff

Dated: July 6, 2026

John Livingston
Executive Vice President and General Counsel,
Tumi Stores, Inc.

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633 West 5th Street
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Los Angeles, CA 90071
213.443.4300

APPROVED AS TO FORM AND CONTENT

Dated: June 17, 2026

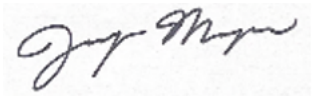
KINGSLEY SZAMET, LLP



Jessi Bulaon
Kelsey M. Szamet
Attorneys for Plaintiff
JEFFREY LINDQUIST

[Signatures continued on next page]
[Signatures continued from previous page]

LITTLER MENDELSON P.C.



Dated: July 22, 2026

Elizabeth Staggs Wilson
Jennifer W. Maguire
Bo Kyung Kim

Attorneys for Defendant
Tumi Stores, Inc.

4910-0384-9537.2 / 122762-1001

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EXHIBIT "A"

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

Lindquist v. TUMI Stores, Inc., LLC, Ventura County Superior Court, (Case No. 2024CUOE029752)

The Superior Court for the State of California authorized this Class Notice. Read it carefully! It's not junk mail, spam, advertisement, or solicitation by an attorney. You are not being sued.

You may be eligible to receive money from an employee class action and representative lawsuit ("Action") against Defendant Tumi Stores, Inc. ("Defendant") for alleged wage and hour violations. The Action was filed by Plaintiff Jeffrey Lindquist ("Plaintiff"). The Action seeks payment of:

(1) Wages, penalties, and interest arising from alleged violations of (i) unpaid wages (including minimum, regular and overtime wages); (ii) untimely wage payments at the end of employment; (iii) non-compliant meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi) and (vii) interest, penalties, including, but not limited to, wait time penalties, or premiums in connection therewith, any claims for violations of specifically for violations of Labor Codes §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq*.)or for any claims that could have been alleged based upon the facts alleged in the Operative Complaint, for all current and former hourly-paid or non-exempt employees of Defendant within the State of California who worked at any time during the period from June 20, 2023, through September 16, 2025 ("Class," "Class Members," "Class Period"); and

(2) Penalties under the Private Attorneys General Act of 2004 ("PAGA") (as amended on June 19, 2024) for all claims that were alleged, or could have been alleged, based on the facts and allegations contained in the Operative Complaint filed XXXXXX, the PAGA Notice sent to the LWDA by Named Plaintiff on June 20, 2024 and the Amended PAGA Notice sent to the LWDA by Named Plaintiff on August 12, 2025 for all current and former hourly-paid or non-exempt employees of Defendant within the State of California who worked at any time during the period from June 20, 2023, through September 16, 2025 ("Aggrieved Employees" and "PAGA Period").

While the Class Period and the PAGA Period have the same relevant timeframe in this settlement (June 20, 2023 to September 16, 2025), they are distinct in that the Class Period encompasses allegations under the Class action within the Operative Complaint, and the PAGA Period encompasses allegations under the PAGA action within the Operative Complaint. Therefore, references to the relevant time frame will be referred to as the "Class Period/PAGA Period" if referring to both the Class action and the PAGA action, despite the distinction as to the claims covered within the respective Class Period and PAGA Period. Workweeks an employee worked within the Class Period/PAGA Period will be referred to as "Class Workweeks" if referring only to the Class Action. Workweeks an employee worked within the Class/PAGA Period will be referred to as "PAGA Workweeks" if referring only to the PAGA Action.

The settlement has two parts: (1) Class Settlement requiring Defendant to fund Individual Class Payments; and (2) PAGA Settlement requiring Defendant to fund Individual PAGA Payments.

Your Individual Class Payment is estimated to be $_____ (less withholding) and your Individual PAGA Payment is estimated to be $_____. The actual amount you may receive likely will be different and will depend on several factors.

The above estimates are based on Defendant's records showing that you worked _____ Class Workweeks and _____ PAGA Workweeks during the period from ____ to _____ during the Class Period/PAGA Period. If you believe that you worked more Class Workweeks or PAGA Pay Periods during this period, you can submit a challenge by the deadline date. See Section IV of this Class Notice.

The Court has already preliminarily approved the settlement and approved this Class Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. At the Final Approval Hearing, the Court will decide whether to finally approve the settlement and how much of the settlement will be paid to Plaintiff and Plaintiff's attorneys ("Class Counsel"). The Court will decide whether to enter a judgment that requires Defendant to make payments under the settlement and for the Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant during the Class Period/PAGA Period, you have two (2) basic options under the settlement:

1. **Do Nothing**. You don't have to do anything to participate in the settlement and be eligible for an Individual Class Payment and/or Individual PAGA Payment.

2. **Opt Out of the Class Portion of the Settlement**. You can exclude yourself from the Class portion of the Settlement by submitting the written Request for Exclusion or notifying the Administrator in writing. If you exclude yourself from the settlement, you will not receive an Individual Class Payment but will preserve your right to personally pursue individual non-PAGA wage claims against Defendant. If you are an Aggrieved Employee, you will remain eligible for an Individual PAGA Payment. You cannot opt out of the PAGA portion of the settlement.

Defendant won't retaliate against you for any actions you take with respect to the settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant covered by this settlement (Released Claims).

You Can Opt Out of the Class Portion of the Settlement but not the PAGA Portion of the Settlement **The Opt Out Deadline is** _____	If you don't want to fully participate in the settlement, you can opt out of the Class portion of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and will no longer be eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the settlement. See Section VI of this Class Notice. You cannot opt out of the PAGA portion of the settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees, and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Portion of the Settlement but not the PAGA Portion of the Settlement **Written Objections Must be Submitted by** _____	All Class Members who do not opt out ("Participating Class Members") can object to any aspect of the settlement. The Court's decision whether to finally approve the settlement will include a determination of how much will be paid to Class Counsel and Plaintiff. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section VII of this Class Notice.
You Can Participate in the Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person or by telephone. The Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section VIII of this Class Notice.
You Can Challenge the Calculation of Your Workweeks **Written Challenges Must be Submitted by** _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many Workweeks you worked at least one (1) day during the Class Period/PAGA Period. The number of Workweeks you worked according to Defendant's records is stated on the first page of this Class Notice. See Section IV of this Class Notice.

I. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant. Plaintiff alleges claims on a class-wide basis, including alleged violations of: failure to pay wages, including, but not limited to a failure to pay overtime or minimum wage and/or overtime at the appropriate rate of pay; failure to provide compliant meal periods or meal period premiums at the regular rate; failure to provide compliant rest breaks or rest break premiums at the regular rate; failure to provide accurate itemized wage statements, failure to pay timely wages.

Plaintiff also asserted a claim for civil penalties under Labor Code section 2698 (PAGA) based on the same alleged violations of the labor code as the Class Action (failure to pay wages, including,

but not limited to a failure to pay overtime or minimum wage and/or overtime at the appropriate rate of pay; failure to provide compliant meal periods or meal period premiums at the regular rate; failure to provide compliant rest breaks or rest break premiums at the regular rate; failure to provide accurate itemized wage statements, failure to pay timely wages; and violations of California Business and Professions Code section 17200).

Plaintiff is represented by attorneys Kelsey M. Szamet and Jessi Bulaon of Kingsley Szamet Employment Lawyers.

Defendant denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

II. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

The Court has made no determination whether Plaintiff or Defendant is correct on the merits. In the meantime, the Parties hired an experienced, neutral mediator to resolve the Action by negotiating a settlement to the case rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful following a full day of mediation.

By signing the Class Action and PAGA Settlement Agreement ("Settlement Agreement," "Settlement," or "Agreement") and agreeing to jointly ask the Court to enter a judgment concluding the Action and enforcing the Settlement Agreement, the Parties negotiated a settlement that is subject to the Final Approval. Both sides agree that the settlement is a compromise of disputed claims. Defendant does not admit any violations or concede the merit of any claims.

The Court preliminarily approved the Settlement as fair, reasonable, and adequate, authorized the mailing of this Class Notice, and scheduled a hearing to determine Final Approval.

III. WHAT ARE THE IMPORTANT TERMS OF THE SETTLEMENT?

1. Defendant Will Pay a Gross Settlement Amount of $300,000. Defendant agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, Individual Class Payments, Individual PAGA Payments, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA").

    a. Assuming the Court grants Final Approval, Defendant shall fund the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments by transmitting the funds to the Administrator no later than the thirty (30) calendar days of the Effective Date. Within ten (10) calendar days after Defendant fully funds the Gross Settlement Amount and all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the Administrator will mail checks to the appropriate entities and persons.

b. "Effective Date" means the date on which all of the following events have occurred: (i) this Stipulation of Settlement has been executed by Named Plaintiff, Defendant, Settlement Class Counsel, and Defendant's Counsel; (ii) the Court has given preliminary approval to the Settlement; (iii) the Notice has been sent to the Settlement Class Members, providing them the opportunity to object to the Settlement, and the opportunity to opt out of the Settlement; (iv) the Notice has been sent to the LWDA; (v) the Court has held a formal fairness hearing and entered the Court's Final Order and Judgment; and (vi) the later of the following events: five (5) calendar days after the period for filing any appeal, writ, or other appellate proceeding opposing the Final Order and Judgment has elapsed without any appeal, writ, or other appellate proceeding having been filed, i.e., 65 days from the date the Court grants final approval and enters judgment, and notice of entry of judgment is served; or, if any appeal, writ, or other appellate proceeding opposing final approval has been filed within that timeframe; five business days after any appeal, writ, or other appellate proceedings opposing the Settlement has finally and conclusively dismissed with no right to pursue further remedies or relief.

2. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

a. Up to $100,000 (1/3 of the Gross Settlement Amount) to Class Counsel as their Class Counsel Fees Payment and up to $20,000 as their Class Counsel Litigation Expenses Payment. To date, Class Counsel have worked and incurred expenses on the Action without payment.

b. Up to $7,000 to Plaintiff as the Class Representative Service Payment for filing the Action, working with Class Counsel, and effectively representing the Class. The Class Representative Service Payment will be the only money that Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.

c. Up to $7,490 to the Administrator as the Administration Expenses Payment for services administering the Settlement.

d. Up to $22,500 for PAGA Penalties, sixty-five percent (65%) of which ($14,625) will be paid to the LWDA as the LWDA PAGA Payment and thirty-five percent (35%) of which ($7,875) will be paid to the Aggrieved Employees as their Individual PAGA Payments based on their PAGA Workweeks.

3. Net Settlement Amount Distributed to the Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount ("Net Settlement Amount") by making Individual Class Payments to the Participating Class Members based on their Class Workweeks.

4. Taxes Owed on Payments to Class Members. The Parties are asking the Court to approve an allocation of twenty percent (20%) of each Individual Class Payment to taxable wages ("Wage Portion") and eighty percent (80%) to interest and penalties ("Non-Wage Portion"). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2. Defendant will separately pay employer payroll taxes that it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Non-Wage Portions of the Individual Class Payments and Individual PAGA Payments on IRS Form 1099.

    a. While the Parties agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the settlement.

5. Need to Promptly Cash Payment Checks. The face of each check shall state checks that are not cashed within one hundred eighty (180) calendar days after the date of mailing will be voided. The Administrator will cancel all checks not cashed by the void date. For any Class Member whose settlement check is uncashed and cancelled after the void date, the Administrator shall distribute the funds represented by such checks to Bet Tzedek Legal Services "Cy Pres Recipient" with an identification of the amount of unclaimed funds attributable to each Qualified Class Member and PAGA Employee. The Parties, Settlement Class Counsel and Defendant's Counsel, represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. .

6. Requests for Exclusion from the Class Portion of the Settlement. You will be treated as a Participating Class Member, participating fully in the Class portion of the Settlement, unless you notify the Administrator in writing that you wish to opt out. The Non-Participating Class Members will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

    a. You cannot opt out of the PAGA portion of the Settlement. In other words, the Non-Participating Class Members remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. Right to Object. The Participating Class Members have the right to object to the Settlement, including the above-mentioned payments. The Court will consider all objections.

8. The Settlement Will be Void if the Court Denies Final Approval. It is possible that the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible that the Court will enter a Judgment that is reversed on appeal. The Parties agreed, in either case, the Settlement will be void: (a) Defendant will not pay any money; and (b) Class Members will not release any claims against Defendant.

9. Administrator. The Court has appointed a neutral company Apex Class Action Administration. ("Administrator") to send this Class Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member challenges over Class or PAGA Workweeks, mail and remail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section IX of this Class Notice.

10. Release by the Participating Class Members. All Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims that were alleged, or arise from the same facts and theories alleged in the Operative Complaint and that occurred during the Class/PAGA Period ("Released Class Claims"). The Released Class Claims include:
    a. Any claims for: (i) unpaid wages (including minimum, regular and overtime wages); (ii) untimely wage payments at the end of employment; (iii) non-compliant meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi) failure to maintain employee payroll records; and (vii) interest, penalties, including, but not limited to, wait time penalties, or premiums in connection therewith, any claims for violations of Labor Codes §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and California Business and Professions Code section 17200, applicable IWC Wage Orders, and California Code of Regulations, Title 8, section 11000 *et seq*.) ; and (viii) any claims for violations of the Industrial Welfare Commission Wage Orders as alleged, or that could have been alleged, in the Operative Complaint that occurred during the Class/PAGA Period;
    b. Any claims for: (i) injunctive relief; (ii) declaratory relief; (iii) restitution; (iv) fraudulent business practices; or (v) punitive damage sought in connection with the substantive wage and hour claims released in subparagraph (a) above, as alleged in the Operative Complaint ; and
    c. Any and all other claims under the common law, Labor Code, Industrial Welfare Commission Wage Orders, and Business and Professions Code arising directly from the same facts and theories expressly alleged in the Operative Complaint .
11. Release by the Aggrieved Employees. All Participating and Non-Participating Class Members, who are Aggrieved Employees, are deemed to release, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or could have been alleged, based on the facts and allegations contained in the Operative Complaint, the PAGA Notice sent to the LWDA by Named Plaintiff on June 20, 2024 and the Amended PAGA Notice sent to the LWDA by Named Plaintiff on August 12, 2025 ("Released PAGA Claims"). The Released PAGA Claims include:
    a. Any claims for: (i) unpaid wages (including minimum, regular and overtime wages); (ii) untimely wage payments at the end of employment; (iii); non-compliant meal periods; (iv) non-compliant rest periods; (v) non-compliant wage statements; (vi) violations of Labor Code sections 201, 202, 203, 226(a), 226.7, 226.7(c), 510, 512, 1194, 1194.2, and 1199, 2698 et. seq., 2699 et. seq., 2699.3, and 2699.5; and (vii) any claims for violations of Industrial Welfare Commission Wage Orders as

alleged, or that could have been alleged, in the Operative Complaint that occurred during the PAGA Period.

IV. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate the Individual Class Payments by: (a) dividing the Net Settlement Amount by the total number of Class Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by the number of Class Period Workweeks worked by each individual Participating Class Member during the Class Period.

2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by: (a) dividing the thirty-five percent (35%) portion of the PAGA Penalties ($7,875) by the total number of PAGA Workweeks worked by all Aggrieved Employees during the PAGA Period; and (b) multiplying the result by the number of PAGA Workweeks worked by each individual Aggrieved Employee during the Class/PAGA Period.

3. Workweek Challenges. The number of Class or PAGA Workweeks you worked during the Class Period/PAGA Period, as recorded in Defendant's records, are stated on the first page of this Class Notice. You have until _____ to challenge the number of Class or PAGA Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section IX of this Class Notice has the Administrator's contact information.

    a. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Class or PAGA Workweeks based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Class or PAGA Workweek challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defense Counsel. The Administrator's decision is final. You cannot appeal or otherwise challenge its final decision.

V. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, via first-class United States Postal Service ("USPS") mail, postage prepaid, a single check to every Participating Class Member, including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, via first-class USPS mail, postage prepaid, a single Individual PAGA Payment check to every Aggrieved Employee who is a Non-Participating Class Member.

3. Change of Address. Your check will be sent to the same address as this Class Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section IX of this Class Notice has the Administrator's contact information.

VI. HOW DO I OPT OUT OF THE CLASS PORTION OF THE SETTLEMENT?

Submit a written and signed letter with your full name, present address, email address or telephone number, and simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Jeffrey Lindquist v. TUMI Stores, Inc.* (Case No. 2024CUOE029752), and include your identifying information (full name, present address, and email address or telephone number). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by _____, or it will be invalid. Section IX of the Class Notice has the Administrator's contact information.

VII. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. A Participating Class Member who disagrees with any aspect of the Agreement and/or Motion for Final Approval may wish to object. The deadline for sending written objections to the Administrator is _____. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action as *Jeffrey Lindquist v. TUMI Stores, Inc.* (Case No. 2024CUOE029752) and include your full name, present address, email address or telephone number, and signature. Section IX of this Class Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain an attorney to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section VIII of this Class Notice for specifics regarding the Final Approval Hearing.

VIII. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department J4 of the Ventura County Superior Court located at 800 South Victoria Avenue, Ventura, California 93009. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before deciding.

It's possible that the Court will reschedule the Final Approval Hearing. You should check the Administrator's website _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

IX. HOW CAN I GET MORE INFORMATION?

The Settlement Agreement sets forth everything the Parties have promised to do under the Settlement Agreement. The easiest way to read the Settlement Agreement, Judgment, or any other Settlement documents is to go to Administrator's website at _____. You can also telephone or send an email to Class Counsel or Administrator using the contact

information listed below or consult the Court's website by going to https://ventura.ecourt.com/public-portal/, creating an account, and searching for the Case No. 2024CUOE029752. You can also go to the Court in person at the address listed in Section VIII of this Class Notice and request copies of the court documents.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT

Class Counsel:

Kelsey Szamet
Jessi Bulaon
Kingsley Szamet Employment Lawyers
16133 Ventura Boulevard, Suite 1200
Encino, California 91436
(Tel) (818) 990-8300
(Fax) (818) 990-2903
Kelsey@kingsleylawyers.com
Jessi@kingsleylawyers.com

Administrator:

[ADMINISTRATOR]
[MAILING ADDRESS]
[TELEPHONE NUMBER]
[FAX NUMBER]
[EMAIL]

X. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void, the funds will be donated to Bet Tzedek Lega Services in accordance with the terms of the Settlement.

XI. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT "B"

KINGSLEY SZAMET EMPLOYMENT LAWYERS
ERIC B. KINGSLEY, Esq. (SBN 185123)
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Tel: (818) 990-8300, Fax (818) 990-2903

Attorneys for Plaintiff, the Proposed Class, and all aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JEFFREY LINDQUIST, an individual, on behalf of the State of California, as a private attorney general,

PLAINTIFF,

v.

TUMI STORES, INC.; and DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 2024CUOE029752

[Case Assigned for All Purposes to Dept. 44]

SECOND AMENDED CLASS AND REPRESENTATIVE ACTION COMPLAINT:

1. Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, and 1199
2. Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512
3. Failure to Provide Rest Breaks Pursuant to Labor Code § 226.7
4. Violation of Labor Code § 226(a)
5. Penalties Pursuant to Labor Code § 203
6. Violations of Business & Professions Code § 17200
7. Penalties Pursuant to Labor Code § 2699, et seq. for violations of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order-4

Plaintiff Jeffrey Lindquist ("Plaintiff"), on behalf of himself, all others similarly situated, and the people of the State of California and as an "aggrieved employee" under the Labor Code Private Attorneys General Act of 2004, §2699, et seq. ("PAGA") complains against Tumi Stores, Inc. ("Defendant"), a corporation, and DOES 1 to 50 (collectively "Defendants"), as follows:

I.

GENERAL ALLEGATIONS

1. This is a Class and Representative Action, pursuant to Code of Civil Procedure § 382 and Labor Code §2699 et seq., on behalf of Plaintiff, all others similarly situated, and all aggrieved employees:

> All persons who worked as an hourly, non-exempt employee in California for TUMI STORES, INC. between June 20, 2023 to August 17, 2025. ("Proposed Class")

2. From June 20, 2023 to August 17, 2025, Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members were not properly compensated for overtime at the appropriate rate of pay.

3. Defendant engaged in a pattern and practice of "time shaving". Defendant would frequently edit Plaintiff's and the Proposed Class Members' timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members were subjected to Defendant's practice of "time shaving" so that Defendant could pay Plaintiff and the Proposed Class less than their proper compensation.

4. From June 20, 2023 to August 17, 2025, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take meal periods by way of a lawful policy and requiring Proposed Class members within the State of California, including Plaintiff, to work at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided or provided after five (5) hours, as required by California state wage and hour laws. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights associated with meal periods.

5. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Proposed Class Members compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the Proposed Class to take late meal breaks that occurred after the first five hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were taken lawfully. Additionally, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

6. IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the Proposed Class. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

7. From June 20, 2023 to August 17, 2025, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period was not provided, as required by California state wage and hour laws.

8. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.

Additionally, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

9. From June 20, 2023 to August 17, 2025, Defendant has violated Labor Code § 226(a). Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and the Proposed Class. Labor Code §§ 226(a)(2) and (9) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, as a result of the allegations above, Defendant has failed to furnish Plaintiff and the Proposed Class accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9)

10. For at least three (3) years prior to the filing of this action continuing to the present, Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and the Proposed Class.

11. Plaintiff, on behalf of himself and all Proposed Class members bring this action pursuant to Labor Code §§201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4; and California Code of Regulations, Title 8, Section 4, seeking unpaid wages/overtime, meal and rest period penalties, accurate itemized wage statements, other penalties, injunctive and other equitable relief, and reasonable attorneys' fees and costs.

12. Plaintiff, on behalf of himself and all Proposed Class members, pursuant to Business & Professions Code §§ 17200-17208, also seeks injunctive relief, restitution, and disgorgement of all benefits Defendant enjoyed from its unlawful conduct as described herein.

13. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of this claim pursuant to PAGA to August 17, 2025, Defendant has failed to properly comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

II.

JURISDICTION & VENUE

14. This Court has subject matter jurisdiction over any and all causes of action asserted herein pursuant to Article VI, §10 of the California Constitution and California Code of Civil Procedure §410.10 by virtue of the fact that this is a civil action in which the matter in controversy, exclusive of interest, exceeds $35,000, and because each cause of action asserted arises under the laws of the State of California or is subject to adjudication in the courts of the State of California.

15. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in the County of Santa Barbara and the State of California through their acts, and by their violation of the California Labor Code, California state common law, and California Business & Professions Code § 17200, et seq.

16. This Court has personal jurisdiction over Defendant because Defendant has caused injuries in Ventura County and the State of California through their acts, and by their violation of the California Labor Code and California state common law.

17. At all times set forth herein, Defendant is and was, based upon information and belief, a New Jersey corporation doing business in Ventura County and in the State of California with its address at 499 Thornall Street, 10th floor, Edison, NJ 08837. At all relevant times, Defendant employed Plaintiff in the State of California.

18. Venue as to each Defendant is proper in this judicial district, pursuant to Code of Civil Procedure §395. Defendant operates within California and does business within the county of Ventura, California. The unlawful acts alleged herein have a direct effect on Plaintiff, the Proposed Class, and all "aggrieved employees" within the State of California and Ventura County.

III.

PARTIES

A. Plaintiff

19. Plaintiff Jeffrey Lindquist is a resident of State of California. Plaintiff was employed by Defendant as a non-exempt employee in California.

20. Upon information and belief, Plaintiff, the Proposed Class, and all aggrieved

employees are covered by California Industrial Welfare Commission Occupational Wage Order No. 4 -2001 (Title 8 Cal. Code of Regs. § 4.)

21. Plaintiff and all Proposed Class members, were regularly required to:

a. Work without being paid all wages and or overtime;

b. Work without being provided meal periods;

c. Work without being provided rest periods;

d. Work without being provided accurate itemized wage statements;

22. Defendant willfully failed to compensate Plaintiff and all Proposed Class Members for wages at the termination of their employment with Defendant.

23. Plaintiff and all current and former employees are aggrieved employees within the meaning of Labor Code §2699, et seq. (*See* Labor Code §2699(c).)

B. Defendants

24. Defendant TUMI STORES, INC. is a New Jersey Corporation operating in California including in the County of Ventura. Defendant's California address is 499 Thornall Street, 10th floor, Edison, NJ 08837. Defendant employed Plaintiff, the Proposed Class, and the other aggrieved employees within California. Some of the violations alleged herein arose in the County of Ventura, California.

25. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants sued herein as DOES 1 to 10, inclusive, are currently unknown to Plaintiff, who therefore sues Defendants by such fictitious names under Code of Civil Procedure §474. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants designated herein as a DOE is legally responsible in some manner for the unlawful acts referred to herein. Plaintiff will seek leave of court to amend this Complaint to reflect the true names and capacities of the Defendants designated hereinafter as DOES when such identities become known.

26. Plaintiff is informed and believes, and based thereon alleges, that each of the Defendants acted in all respects pertinent to this action as the agent of the other Defendants, carried out a joint scheme, business plan or policy in all respects pertinent hereto, and the acts of each of the Defendants are legally attributable to the other Defendants.

27. The Defendants named herein as DOE 1 through DOE 10 are and were persons acting on behalf of, or acting jointly with, Defendants, who violated, or caused to be violated, one or more provisions of the California Labor Code and public policy as alleged herein.

28. Furthermore, Defendants acted in all respects as the employers or joint employers of aggrieved employees. Defendants, and each of them, exercised control over the wages, hours or working conditions of the Proposed Class and aggrieved employees, or suffered or permitted the aggrieved employees to work, or engaged, thereby creating a common law employment relationship, with the Proposed Class and aggrieved employees. Therefore, Defendants, and each of them, employed or jointly employed the Proposed Class and aggrieved employees.

IV.

FACTUAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

29. Plaintiff, the Proposed Class, and the aggrieved employees are, and at all times pertinent hereto, have been classified as non-exempt employees.

30. Upon information and belief, Plaintiff, the Proposed Class, and the aggrieved employees are covered by California Industrial Welfare Commission Occupational Wage Order No. 4-2001 (Title 8 Cal. Code of Regs. § 4).

31. On a regular and consistent basis, Defendant has had a consistent policy of failing to pay wages and/or overtime to all Proposed Class Members when they work more than eight hours in a day or forty hours in a week. Plaintiff and other Proposed Class Members were not properly compensated for overtime at the appropriate rate of pay.

32. Defendant engaged in a pattern and practice of "time shaving". Defendant would frequently edit Plaintiff's and the Proposed Class Members' timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members were subjected to Defendant's practice of "time shaving" so that Defendant could pay Plaintiff and the Proposed Class less than their proper compensation.

33. On a regular and consistent basis, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take meal periods by way of a lawful policy and requiring Proposed Class members within the State of California, including Plaintiff, to work

at least five (5) hours without a meal period and failing to pay such employees one (1) hour of pay at the employees' regular rate of compensation for each workday that the meal period is not provided or provided after five (5) hours, as required by California state wage and hour laws. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights associated with meal periods.

34. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Proposed Class Members compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the Proposed Class to take late meal breaks that occurred after the first five hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class were able to fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were taken lawfully. Additionally, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

35. IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the Proposed Class. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

36. On a regular and consistent basis, Defendant has had a consistent policy of failing to inform Proposed Class members of their right to take rest periods by way of a lawful policy and of failing to provide Proposed Class members within the State of California, including Plaintiff, rest periods of at least ten (10) minutes per four (4) hours worked or major fraction thereof and failing to pay such employees one (1) hour of pay at the employee's regular rate of compensation

for each workday that the rest period was not provided, as required by California state wage and hour laws.

37. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods. Additionally, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

38. On a regular and consistent basis, Defendant has violated Labor Code § 226(a). Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and the Proposed Class. Labor Code §§ 226(a)(2) and (9) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, as a result of the allegations above, Defendant has failed to furnish Plaintiff and the Proposed Class accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9)

39. On a regular and consistent basis, Defendant has failed to pay all wages due at the time of termination or resignation to Plaintiff and the Proposed Class.

40. On a regular and consistent basis, for the Proposed Class and all aggrieved employees employed by Defendant, Defendant has failed to comply with Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, 1199, and IWC Wage Order 4.

V.

CLASS ACTION ALLEGATIONS

41. Plaintiff brings this action on behalf of himself and all others similarly situated as a Class Action pursuant to § 382 of the Code of Civil Procedure. Plaintiff seeks to represent a proposed class composed of and defined as follows:

All persons who worked as an hourly, non-exempt employee in California for TUMI STORES, INC. between June 20, 2023 to August 17, 2025. ("Proposed Class")

42. Plaintiff reserves the right under Rule 3.765(b) of the California Rules of Court to amend or modify the class description with greater specificity, by division into subclasses, or by limitation to particular issues.

43. This action has been brought and may properly be maintained as a class action under the provisions of § 382 of the Code of Civil Procedure because there is a well-defined community of interest in the litigation and the Proposed Classes are easily ascertainable.

A. NUMEROSITY

44. The potential members of the Proposed Class as defined are so numerous that joinder of all the members of the Proposed Class is impracticable. While the precise number of proposed Class Members has not been determined at this time, Plaintiff is informed and believes that Defendant currently employ, and during the relevant time periods employed over 50 members of the Proposed Class.

45. Plaintiff alleges that Defendant's employment records would provide information as to the number and location of all Proposed Class members. Joinder of all members of the Proposed Class is not practicable.

B. COMMONALITY

46. There are questions of law and fact common to the Proposed Class that predominate over any questions affecting only individual Proposed Class Members. These common questions of law and fact include, without limitation:

a. Whether Defendant failed to pay wages and/or overtime compensation as required by the Labor Code and Wage Orders under Labor Code §§ 510, 1194, and 1199;

b. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take meal periods and by failing to provide required meal periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of meal periods;

c. Whether Defendant violated Labor Code § 226.7 and IWC Wage Order 4-2001 or other applicable IWC Wage Orders, by failing to inform Plaintiff and the Proposed Class of their right to take rest periods and failing to provide required rest periods throughout the term of employment and failing to compensate said employees one (1) hours wages in lieu of rest periods;

d. Whether Defendant violated Labor Code § 226(a) and Wage Order 4-2001 or other applicable IWC Wage Orders, and Cal. Code Regs., Title 8, Section 11040 by failing to keep accurate records of the hours worked and meal periods and whether Defendant failed to provide an accurate itemized wage statements that reflect all deductions from payment of wages, and accurately report the total hours worked and the applicable rates, for Plaintiff and the members of the Proposed Class;

e. Whether Defendant violated §§ 201-203 of the Labor Code by failing to pay compensation due and owing at the time that any Proposed Class Member's employment with Defendant terminated;

f. Whether Defendants violated § 17200, et seq. of the Business & Professions Code by engaging in the acts previously alleged; and

g. Whether Plaintiffs and the members of the Proposed Class are entitled to equitable relief pursuant to Business & Professions Code § 17200, et seq.

C. TYPICALITY

47. The claims of Plaintiff are typical of the claims of the Proposed Class. Plaintiff and all members of the Proposed Class sustained injuries and damages arising out of and caused by Defendant's common course of conduct in violation of laws, regulations that have the force and effect of law, and statutes as alleged herein.

D. ADEQUACY OF REPRESENTATION

48. Plaintiff will fairly and adequately represent and protect the interests of the members of the proposed Class. Counsel who represent Plaintiff and the Proposed Class are competent and experienced in litigating large employment class actions.

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E. SUPERIORITY OF CLASS ACTION

49. A class action is superior to other available means for the fair and efficient adjudication of this controversy. Individual joinder of all Proposed Class Members is not practicable, and questions of law and fact common to the Proposed Class predominate over any questions affecting only individual members of the Proposed Class. Each member of the Proposed Class has been damaged and is entitled to recovery by reason of Defendant's illegal policy and/or practice of failing to pay all wages due, failing to provide meal and rest periods, failing to provide accurate itemized wage statements, and failing to pay all wages upon resignation or termination.

50. Class action treatment will allow those similarly situated persons to litigate their claims in the manner that is most efficient and economical for the parties and the judicial system. Plaintiff is unaware of any difficulties that are likely to be encountered in the management of this action that would preclude its maintenance as a class action.

VI.

FIRST CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PAY WAGES AND/OR OVERTIME UNDER

LABOR CODE §§ 510, 1194, 1194.2, AND 1199

51. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

52. Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

53. Here, Defendant engaged in a pattern and practice of "time shaving". Defendant would frequently edit Plaintiff's and the Proposed Class Members' timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the Proposed Class Members

were subjected to Defendant's practice of "time shaving" so that Defendant could pay Plaintiff and the Proposed Class Members less than their proper compensation. By their policy of requiring Plaintiff and members of the Proposed Class to work in excess of eight (8) hours in a workday and/or forty (40) hours in a workweek without compensating them at the rate of one-half (1 ½) their regular rate of pay, Defendant willfully violated the provisions of Labor Code §§ 510, 1194 and 1199.

54. As a result of the unlawful acts of Defendant, Plaintiff and the Proposed Class Members have been deprived of wages and/or overtime in amounts to be determined at trial, and are entitled to recovery of such amounts, plus interest and penalties thereon, attorneys' fees, and costs.

VII.

SECOND CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO PROVIDE MEAL PERIODS PURSUANT TO LABOR CODE § 226.7 AND LABOR CODE § 512 AND IWC WAGE ORDER 4

55. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

56. Labor Code §§ 226.7 and 512 require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal

period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

57. Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of these rights.

58. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the Proposed Class Members compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the Proposed Class Members to take late meal breaks that occurred after the first five hours of each shift; and, (3) failed to pay such Proposed Class Members one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the Proposed Class Members were able to fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the Proposed Class Members' meal break punches so that it appears that they were taken lawfully.

59. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC*, (2021) 11 Cal. 5th 858, 863, the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

60. Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the Proposed Class Members. As such, Defendant has violated Labor

Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records.

61. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed meal break, per day in a sum to be proven at trial.

VIII.

THIRD CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

FAILURE TO ALLOW REST PERIODS PURSUANT TO LABOR CODE § 226.7

62. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

63. Labor Code § 226.7 requires an employer to pay an additional hour (1) of compensation for each rest period the employer fails to provide. Employees are entitled to a paid ten (10) minute rest break for every four (4) hours worked (or major fraction thereof). Defendant failed to maintain a policy informing Plaintiff and the Proposed Class of this right.

64. Defendant failed to provide Plaintiff and the Proposed Class with rest breaks of not less than ten (10) minutes per four (4) hour work period, or major fraction thereof. As such, Defendant failed to provide Plaintiff and the Proposed Class with compliant rest periods.

65. Further, Plaintiff and the Proposed Class were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. As discussed above, *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. As with meal periods, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7.

66. Pursuant to Labor Code § 226.7, Plaintiff and the Proposed Class are entitled to damages in an amount equal to one (1) hour of wages per missed rest period, in a sum to be proven at trial.

IX.

FOURTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

VIOLATION OF LABOR CODE § 226(A)

67. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

68. California Labor Code § 226(a) requires employers to issue wage statements that accurately report total hours worked, accurately report appropriate rates of pay and the corresponding number of hours worked at each hourly rate. (Labor Code §§ 226(a)(2), and (9).)

69. As a result of Defendant's failure to pay wages as described above, Defendant has failed to include the appropriate rates of pay and the accurate hours worked on itemized wage statements for Plaintiff and the Proposed Class, and Defendant issues Plaintiff and the Proposed Class wage statements that do not include the address of the legal entity that is the employer.

70. IWC Wage Orders 4-2001(7), 4-2000(7), 4-1998(7) require defendants to maintain time records showing, among others, when the employee begins and ends each work period, meal periods, split shift intervals and total daily hours worked in an itemized wage statements, and must show all deductions from payment of wages, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate, and accurately report total hours worked by Plaintiff and the members of the proposed Class. Defendant failed to keep accurate records of the total daily hours worked.

71. Labor Code § 226(a)(2) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing the total hours worked by the employee. Plaintiff and the Proposed Class are issued wage statements that do not include the total hours worked by the employee.

72. Labor Code § 226(a)(9) requires that every employer shall semimonthly or at the time of each payment of wages, furnish each of his or her employees, an accurate itemized statement in writing showing all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Plaintiff and the

Proposed Class are issued wage statements that do not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee.

73. Defendants' failure to provide accurate itemized wages statements according to Labor Code § 226(a) was all done on a regular and consistent basis.

74. An employee suffering injury as a result of a knowing and intentional failure by an employer to comply with Labor Code § 226(a) is entitled to recover the greater of all actual damages or fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000), and is entitled to an award of costs and reasonable attorneys' fees.

X.

FIFTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

WAITING TIME PENALTIES UNDER LABOR CODE § 203

75. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

76. Numerous members of the Proposed Class including the Plaintiff are no longer employed by Defendant. They were either fired or quit Defendant's employ.

77. Defendant's failure to pay wages, as alleged above was willful in that Defendant knew wages to be due but failed to pay them, thus entitling Plaintiff and the Proposed Class to penalties under Labor Code § 203, which provides that an employee's wages shall continue as a penalty until paid for a period of up to thirty (30) days from the time they were due.

78. Defendant has failed to pay Plaintiff and others a sum certain at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter. Pursuant to the provisions of Labor Code § 203, Plaintiff and the Proposed Class are entitled to a penalty in the amount of Plaintiff's and the Proposed Class Members' daily wage multiplied by thirty (30) days.

XI.

SIXTH CAUSE OF ACTION

PLAINTIFF ON BEHALF OF HIMSELF AND THE PROPOSED CLASS

UNFAIR COMPETITION PURSUANT TO BUSINESS & PROFESSIONS CODE §17200

79. Plaintiff, on behalf of himself and the Proposed Class, realleges and incorporates by reference all previous paragraphs.

80. This is a Class Action for Unfair Business Practices. Plaintiff, on behalf of himself, on behalf of the general public, and on behalf of the Proposed Class, brings this claim pursuant to Business & Professions Code § 17200, et seq. The conduct of Defendant as alleged in this Complaint has been and continues to be unfair, unlawful, and harmful to Plaintiff, the general public, and the Proposed Class. Plaintiff seeks to enforce important rights affecting the public interest within the meaning of Code of Civil Procedure § 1021.5.

81. Plaintiff is a "person" within the meaning of Business & Professions Code § 17204, and therefore has standing to bring this cause of action for injunctive relief, restitution, and other appropriate equitable relief.

82. Business & Profession Code § 17200, *et seq*. prohibits unlawful and unfair business practices.

83. California's wage and hour laws express fundamental public policies. Providing employees with proper wages and compensation are fundamental public policies of this State and of the United States. Labor Code § 90.5(a) articulates the public policies of this State to enforce vigorously minimum labor standards, to ensure that employees are not required or permitted to work under substandard and unlawful conditions, and to protect law-abiding employers and their employees from competitors who lower their costs by failing to comply with minimum standards.

84. Defendant has violated statutes and public policies as alleged herein. Through the conduct alleged in this Complaint, Defendant has acted contrary to these public policies, have violated specific provisions of the Labor Code, and have engaged in other unlawful and unfair business practices in violation of Business & Profession Code § 17200, et seq., depriving Plaintiff, and all persons similarly situated, and all interested persons of rights, benefits, and privileges

guaranteed to all employees under law.

85. Defendant's conduct, as alleged hereinabove, constitutes unfair competition in violation of § 17200, et seq. of the Business & Professions Code.

86. Defendant, by engaging in the conduct herein alleged, either knew or in the exercise of reasonable care, should have known that the conduct was unlawful. It is a violation of § 17200, et seq. of the Business & Professions Code.

87. As a proximate result of the above-mentioned acts of Defendant, Plaintiff and others similarly situated have been damaged in a sum as may be proven.

88. Unless restrained, Defendant will continue to engage in the unlawful conduct as alleged above. Pursuant to the Business & Professions Code, this court should make such orders or judgments, including the appointment of a receiver, as may be necessary to prevent the use or employment by Defendant, its agents, or employees, of any unlawful or deceptive practices prohibited by the Business & Professions Code, and/or, including but not limited to, restitution and disgorgement of profits which may be necessary to restore Plaintiff and members of the Proposed Class the money Defendant has unlawfully failed to pay.

XII.

CAUSES OF ACTION

SEVENTH CAUSE OF ACTION

PLAINTIFF JEFFREY LINDQUIST AND ALL AGGRIEVED EMPLOYEES AGAINST ALL DEFENDANTS FOR PENALTIES PURSUANT TO LABOR CODE §2699, ET SEQ. FOR VIOLATIONS OF LABOR CODE §§201, 202, 203, 226(A), 226.7, 510, 512, 1194, 1194.2, 1199 AND IWC WAGE ORDER-4

89. Plaintiff realleges and incorporates by reference all previous paragraphs.

90. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of these PAGA claims and continuing to the present, Defendant has violated Labor Code §§ 510, 1194, 1194.2 and 1199. These statutes require an employer to compensate its employees at the minimum wage rate for all hours worked and at a rate of no less than one and one-half times the regular rate of pay for any work in excess of eight

hours in one workday and any work in excess of 40 hours in any one workweek. Any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay.

91. Here, Defendant engaged in a pattern and practice of "time shaving". Defendant would frequently edit Plaintiff's and the aggrieved employees' timecards to reduce the amount of regular time and overtime they had actually worked. Plaintiff and the aggrieved employees were subjected to Defendant's practice of "time shaving" so that Defendant could pay Plaintiff and the aggrieved employees less than their proper compensation. Thus, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §§510, 1194, 1194.2, and 1199 with respect to Plaintiff and all aggrieved employees.

92. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of these PAGA claims and continuing to the present, Defendant has violated Labor Code §§ 226.7 and 512. These statutes require an employer to pay an additional hour of compensation for each meal period the employer fails to provide. Employees are entitled to a first meal period of at least thirty (30) minutes for shifts over five (5) hours, to be provided within the first five (5) hours of the shift, and a second meal period of at least thirty (30) minutes for shifts over ten (10) hours. If an employee is entitled to a second meal period, it must be provided after no more than ten (10) hours of work. Likewise, the Wage Orders (4-2001) state that: An employer may not employ an employee for a work period of more than ten (10) hours per day without providing the employee with a second meal period of not less than thirty (30) minutes, except that if the total hours worked is no more than twelve (12) hours, the second meal period may be waived by mutual consent of the employer and the employee only if the first meal period was not waived. Pursuant to Labor Code § 226.7(c), if an employer fails to provide an employee with a lawful meal period, the employer must pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that a thirty (30) minute uninterrupted meal period was not provided, was not provided in full, or was not provided in a timely manner.

93. Defendant failed to maintain a policy informing Plaintiff and the aggrieved

employees of these rights associated with meal periods.

94. Defendant has had a consistent policy of: (1) failing to provide Plaintiff and the aggrieved employees compliant meal periods within the first five hours of each shift; (2) requiring Plaintiff and the aggrieved employees to take late meal breaks that occurred after the first five hours of each shift; and, (3) failed to pay such employees one (1) hour of pay at the employees regular rate of compensation for each workday that the first meal period was not provided within the first (5) hours of the shift. If Plaintiff and the aggrieved employees were able to fine some time to eat, they were frequently interrupted, missed, or late. Defendant also edited Plaintiff and the aggrieved employees' meal break punches so that it appears that they were taken lawfully.

95. On July 15, 2021, in *Ferra v. Loews Hollywood Hotel, LLC, (2021) 11 Cal. 5th 858, 863,* the California Supreme Court set forth the formula for calculating the one extra hour of premium pay that employees are owed if an employer fails to provide a compliant meal period or rest break. Specifically, the Court held that those premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when meal period premiums are provided, Defendant has had a consistent policy of paying meal period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7 and 512.

96. Further, IWC Wage Order 4, ¶ 7 imposes on employers an obligation to record and maintain accurate records of "meal periods." Labor Code § 1199 prohibits an employer from causing any employee to work under conditions of labor prohibited by an order of the IWC or from violating, refusing, or neglecting to comply with any order of the commission's orders regarding wages, hours, and working conditions. Defendant does not maintain accurate records of meal periods for Plaintiff and the aggrieved employees. As such, Defendant has violated Labor Code §§ 226.7 and 512 and the Wage Order by failing to keep accurate records. Thus, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code §§ 226.7 and 512 and IWC Wage Order 4 with respect to Plaintiff and all aggrieved employees.

97. Pursuant to Labor Code § 226.7 and Wage Order 4-2001, Defendant failed to provide Plaintiff and the aggrieved employees with rest breaks of not less than ten (10) minutes

per four (4) hour work period, or major fraction thereof. As Such, Defendant failed to provide Plaintiff and the aggrieved employees with compliant rest periods. Further, Plaintiff and the aggrieved employees were not compensated with one (1) hour of wages for each missed rest period as required by Labor Code § 226.7.

98. Plaintiff and all aggrieved employees were not compensated with one (1) hour of wages at the regular rate of compensation for each compliant rest period that was not provided as required by Labor Code § 226.7. *Ferra* requires the rest period premium payments must include the hourly value of any nondiscretionary earnings (such as a nondiscretionary bonuses), and cannot simply be paid at an employee's base hourly rate. Here, when rest premiums are provided, Defendant has had a consistent policy of paying rest period premiums at the base rate and not the blended rate in violation of Labor Code §§ 226.7

99. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of these PAGA claims and continuing to the present, Defendant has violated Labor Code § 226(a). Defendant engaged in a practice of failing to provide accurate itemized wage statements in violation of Labor Code § 226(a) to Plaintiff and all aggrieved employees. Labor Code §§ 226(a)(2) and (9) requires that every employer shall, semimonthly or at the time of each payment of wages, furnish each employee an accurate itemized statement in writing showing a number of specific items, including total hours worked and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Here, as a result of the allegations above, Defendant has failed to furnish Plaintiff and all aggrieved employees accurate itemized wage statements that show total hours worked by the employee and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee pursuant to Labor Code §§ 226(a)(2) and (9). Thus, Plaintiff is an aggrieved employee within the meaning PAGA and Defendant has violated Labor Code § 226(a) with respect to Plaintiff and all aggrieved employees.

100. For at least one (1) year prior to the date of the letter sent to the Labor & Workforce Development Agency and Defendant giving notice of these PAGA claims and continuing to the

present, Defendant has violated Labor Code § 203 by failing to timely pay Plaintiff and all aggrieved employees all wages due upon their separation from Defendant's employ as required. Labor Code § 203 provides that if "an employer willfully fails to pay…any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days." Here, Plaintiff and all aggrieved employees were not paid all wages due upon their separation from Defendant's employ. As such, Plaintiff is an aggrieved employee and Defendant failed to pay Plaintiff and all aggrieved employees all wages due at the time of termination or within seventy-two (72) hours of their resignation, and have failed to pay those sums for thirty (30) days thereafter in violation of Labor Code §203.

101. Defendant's violation of Labor Code Labor Code §201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199, and IWC Wage Order 4 was all done on a regular and consistent basis.

102. As a result of the acts alleged above, Plaintiff seeks penalties under Labor Code §2699, et seq. because of Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199.

103. Under Labor Code §§2699(f)(2) and 2699.5, for each such violation, Plaintiff and all other aggrieved employees are entitled to penalties in an amount to be shown at the time of trial subject to the following formula:

a. $100 for the initial violation per employee per pay period; and

b. $200 for each subsequent violation per employee per pay period.

104. These penalties will be allocated 75% to the Labor & Workforce Development Agency and 25% to the affected employees.

105. On June 20, 2024, Plaintiff electronically filed a PAGA Claim Notice to the LWDA, via the State of California Labor and Workforce Development Agency / Department of Industrial Relations website (https://dir.tfaforms.net/308) and mailed by certified mail, return receipt requested, to Defendant setting forth the specific facts and theories of the violations alleged against Defendants, as prescribed by Labor Code §2698 *et seq*. (Exhibit "1".) Plaintiff received

electronic confirmation of Plaintiff's submission of the PAGA Claim Notice upon filing to the LWDA. (Exhibit "2".) On August 12, 2025, Plaintiff submitted an amended letter to the LWDA for violations of Labor Code §226.7 against Defendant (Exhibit "3".) Plaintiff obtained an e-filing confirmation from the LWDA confirming receipt of the amended notice (Exhibit "4".)

106. Pursuant to Labor Code §2699.3(a)(2)(A), no notice was received by Plaintiff from the LWDA evidencing its intention to investigate within 65 calendar days of the postmark date of the notice. Therefore, Plaintiff is entitled to commence a civil action as though the LWDA has chosen not to investigate.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for the following relief:

1. For compensatory damages in the amount of unpaid wages and/or overtime not paid to Plaintiff and each Proposed Class Member from at least four (4) years prior to the filing of this action to the present as may be proven;

2. For compensatory damages in the amount of Plaintiff's and each Proposed Class Members' hourly wage for each rest period and/or meal period missed or taken late from at least four (4) years prior to the filing of this action to the present as may be proven;

3. For penalties pursuant to Labor Code § 226(e) for violation of Labor Code § 226(a) in the amount of fifty dollars ($50) for the initial pay period in which a violation occurs and one hundred dollars ($100) per employee for each violation in a subsequent pay period, not exceeding an aggregate penalty of four thousand dollars ($4,000);

4. For penalties pursuant to Labor Code § 203 for all employees who were terminated or resigned equal to their daily wage times thirty (30) days;

5. An award of prejudgment and post judgment interest;

6. An order enjoining Defendant and its agents, servants, and employees, and all persons acting under, in concert with, or for it from providing Plaintiff with proper wages and/or overtime, meal periods, rest periods, accurate itemized wage statements, and wages upon termination/resignation pursuant to Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1199, and IWC 4-2001;

7. For restitution for unfair competition pursuant to Business & Professions Code § 17200, et seq., including disgorgement or profits, in an amount as may be proven;

8. For injunctive relief pursuant to Labor Code §226(a) requiring Defendant to remedy the inaccurate itemized wage statements issued to Plaintiff and the Class.

9. For injunctive relief pursuant to Business & Professions Code §17200, *et seq*. to remedy the unfair, unlawful and fraudulent activity alleged above.

10. For penalties and other relief pursuant to Labor Code §2698 *et seq*. for Defendant's violation of Labor Code §§ 201, 202, 203, 226(a), 226.7, 510, 512, 1194, 1194.2, and 1199.

11. An award of prejudgment and post judgment interest;

12. An award providing for payment of costs of suit;

13. An award of attorneys' fees; and

14. Such other and further relief as this Court may deem proper and just.

DATED: June 17, 2026

KINGSLEY SZAMET EMPLOYMENT LAWYERS

By: _____

Kelsey M. Szamet
Attorneys for Plaintiff