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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA – OAKLAND DIVISION

NICOLE LOPES, individually and on behalf of
other members of the general public similarly
situated, and aggrieved employees,

Plaintiff,

vs.

KOHL’S DEPARTMENT STORES, INC., a
Delaware Corporation; and DOES 1 through 10,
inclusive,

Defendants.

ISAAC BOBADILLA and BRIAN PARADIS,
individually, and on behalf of other members of
the general public similarly situated,

Plaintiffs,

vs.

KOHL’S DEPARTMENT STORES, INC., a
California Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No. RG08380189
Consolidated with: RG11597341

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT AND RELEASE**

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JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action and PAGA Settlement and Release (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiffs Nicole Lopes, Brian Paradis, and Isaac Bobadilla (“Plaintiffs” or “Class Representatives”), as individuals and on behalf of all others similarly situated, and Defendant Kohl’s, Inc., fka Kohl’s Department Stores, Inc., (“Defendant”) (collectively with Plaintiffs, the “Parties”).

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement will also be effective:

1. “Actions” means *Lopes v. Kohl’s Department Stores, Inc.*, No. RG08380189 (Alameda County Superior Court) and *Bobadilla v. Kohl’s Department Stores, Inc.*, No. RG11597341 (Alameda County Superior Court).

2. “Attorneys’ Fees and Costs” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s litigation and settlement of the Claims, and all out-of-pocket costs incurred and to be incurred by Class Counsel to litigate and settle the Claims, including but not limited to expert/consultant fees, investigation costs, and costs associated with documenting the Settlement, providing any notices required as part of the Settlement or Court order, securing the Court’s approval of the Settlement, administering the Settlement, and obtaining entry of an order granting final approval of the Settlement. Class Counsel will request attorneys’ fees and costs/expenses in a combined amount not to exceed Three Million Dollars (\$3,000,000). Based on the extensive amount of work observed by Defendant that was done by Class Counsel over the course of the Actions, Defendant has agreed not to oppose Class Counsel’s request for fees and reimbursement of costs as set forth above.

3. “Claims” means, collectively, Class-A Released Claims, Class-B Released Claims, and PAGA Released Claims.

4. “Class Counsel” means Capstone Law APC, Law Offices of Mark Yablonovich, and Goldstein, Borgen, Dardarian & Ho.

5. “Class Member(s)” or “Settlement Class” means all non-exempt, hourly employees of Defendant who worked at one or more of Defendant’s retail stores and/or Distribution Centers and/or E-

1 Fulfillment Center in the State of California at any time from April 4, 2004 through May 16, 2014, and
2 who did not previously opt out of the class certified by the Court in *Lopes v. Kohl's Department Stores,*
3 *Inc.*, No. RG08380189 (Alameda County Superior Court).

4 6. "Class-A Fund" means the fund equal to exactly sixty percent (60%) of the Net
5 Settlement Fund that will be paid to all Class-A Members.

6 7. "Class-A Members" means all Class Members, regardless whether they submit timely
7 and valid Requests for Exclusion.

8 8. "Class-A Released Claims" means the class claims that were certified by the Court in
9 the Actions on May 16, 2014, and for which Class Members were provided notice and an opportunity to
10 opt out; namely: (a) all claims for the failure to pay overtime and meal and rest period premiums at the
11 regular rate of pay; (b) all claims for the failure to provide rest periods by requiring Class Members to
12 remain on premises during their rest periods; (c) all claims for the failure to provide accurate itemized
13 wage statements; and (d) the failure to pay all wages due upon termination of employment.

14 9. "Class-B Fund" means the fund equal to exactly forty percent (40%) of the Net
15 Settlement Fund that will be paid to all Class-B Members.

16 10. "Class-B Members" means all Class Members who do not submit timely and valid
17 Requests for Exclusion.

18 11. "Class-B Released Claims" means all class claims that were alleged in the Actions but
19 not certified by the Court; namely: (1) all claims for the failure to provide meal periods; (2) all claims for
20 the failure to pay meal and rest period premiums based on any theory other than the failure to pay
21 premiums at the regular rate of pay; (3) all claims for the failure to pay wages for time spent undergoing
22 security bag checks; (4) all claims for the failure to pay reporting time pay; (5) all claims for the failure to
23 pay all vacation wages due at termination; (6) all claims for the failure to pay all wages timely during
24 employment; and (7) all claims for the failure to pay overtime based on any theory other than the
25 underlying failure to correctly calculate the regular rate of pay.

26 12. "Class List" means a complete list of all Class Members that Defendant will diligently
27 and in good faith compile from its records and provide to the Settlement Administrator and Class
28 Counsel within twenty (20) calendar days after Preliminary Approval of this Settlement. The Class List

1 will be formatted in Microsoft Office Excel and will include each Class Member’s full name; most
2 recent mailing address and telephone number; Social Security Number; dates of employment, including
3 termination dates during the Class Period and PAGA Period; the number of Workweeks each Class
4 Members worked during the Class Period; the number of Workweeks each PAGA Member worked
5 during the PAGA Period; and any other relevant information needed to calculate settlement payments.

6 13. “Class Notice” means the Notice of Class Action Settlement, substantially in the form
7 attached as Exhibit A.

8 14. “Class Period” means the period from April 4, 2004 to May 16, 2014.

9 15. “Class Representative Enhancement Payments” means the amounts to be paid to
10 Plaintiffs in recognition of their effort and work in litigating and settling the Claims on behalf of Class
11 Members and the LWDA, and for their general release of claims. Subject to the Court granting final
12 approval of this Settlement and subject to the exhaustion of any and all appeals, Plaintiffs will request
13 Court approval of Twenty-Five Thousand Dollars (\$25,000) to Nicole Lopes and Twenty Thousand
14 Dollars (\$20,000), each, to Brian Paradis, and Isaac Bobadilla.

15 16. “Court” means the Alameda County Superior Court.

16 17. “Defendant” means Defendant Kohl’s, Inc., fka Kohl’s Department Stores, Inc.

17 18. “Effective Date” means the later of: (a) the sixty-first (61st) calendar day after the date of
18 Final Approval, provided no appeal is initiated by an objector; or (b) if a timely appeal is initiated by an
19 objector, then the Effective Date will be the date of final resolution of that appeal (including any requests
20 for rehearing and/or petitions for certiorari), resulting in final judicial approval of the Settlement.

21 19. “Final Approval” means the date on which the Court enters an order granting final
22 approval of the Settlement Agreement.

23 20. “Gross Settlement Amount” means the Gross Settlement Amount of Seven Million
24 Dollars (\$7,000,000), to be paid by Defendant in full satisfaction of all Claims, which includes all
25 Individual Settlement Payments, Attorneys’ Fees and Costs, the Class Representative Enhancement
26 Payments, the PAGA Settlement Amount, and Settlement Administration Costs. This Gross Settlement
27 Amount has been agreed to by Plaintiffs and Defendant based on the aggregation of the agreed-upon
28 settlement value of the Claims. In no event will Defendant be liable for more than the Gross Settlement

1 Amount for the settlement of the Claims, except as otherwise explicitly set forth herein. There will be no
2 reversion of the Gross Settlement Amount to Defendant. Defendant will be separately responsible for
3 any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI
4 contributions, which shall not be paid from the Gross Settlement Amount.

5 21. "Individual Settlement Payment" means each Class Member's and PAGA Member's
6 respective shares of the Net Settlement Fund and PAGA Fund.

7 22. "Net Settlement Fund" means the portion of the Gross Settlement Amount remaining
8 after deducting the Attorneys' Fees and Costs, the Class Representative Enhancement Payments, the
9 PAGA Settlement Amount, and Settlement Administration Costs. There will be no reversion of the Net
10 Settlement Fund to Defendant.

11 23. "Notice of Objection" means a Class Member's valid and timely written objection to the
12 Settlement Agreement. For the Notice of Objection to be valid, it must include: (a) the objector's full
13 name, signature, address, and telephone number, (b) a written statement of all grounds for the objection
14 accompanied by any legal support for such objection; (c) copies of any papers, briefs, or other
15 documents upon which the objection is based; and (d) a statement whether the objector intends to appear
16 at the final fairness hearing.

17 24. "PAGA Released Claims" means all claims for civil penalties under California Labor
18 Code §§ 2698, *et seq. et seq.*, that were brought or could reasonably have been brought based on the same
19 facts alleged in Plaintiffs' LWDA letters during the PAGA Period except as provided for in this
20 Agreement. Specifically excluded from the definition of PAGA Released Claims are claims for violation
21 of Sections 14(A) and 14(B) of the applicable Wage Order(s).

22 25. "PAGA Members" means all non-exempt, hourly employees of Defendant who worked
23 at one or more of Defendant's retail stores and/or Distribution Centers and/or E-Fulfillment Center in the
24 State of California at any time from February 25, 2007 through March 30, 2018.

25 26. "PAGA Period" means the period from February 25, 2007 through March 30, 2018.

26 27. "PAGA Settlement Amount" means the amount that the Parties have agreed to pay to
27 the Labor and Workforce Development Agency ("LWDA") and PAGA Members in connection with
28 Plaintiffs' claim under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code §§ 2698,

1 *et seq.et seq.*, “PAGA”) (“PAGA Settlement”). The Parties have agreed that Two Hundred Thousand
2 Dollars (\$200,000) of the Gross Settlement Amount will be allocated to the PAGA Settlement. Pursuant
3 to PAGA, Seventy-Five Percent (75%), or One Hundred Fifty Thousand Dollars (\$150,000), of the
4 PAGA Settlement Amount will be paid to the California Labor and Workforce Development Agency
5 (“Labor and Workforce Development Agency Payment”), and Twenty-Five Percent (25%), or Fifty
6 Thousand Dollars (\$50,000) (“PAGA Fund”), of the PAGA Settlement will be disbursed to PAGA
7 Members, and regardless of whether they request to be excluded from the Settlement Class.

8 28. “Parties” means Plaintiffs and Defendant collectively.

9 29. “Plaintiffs” means Nicole Lopes, Brian Paradis, and Isaac Bobadilla.

10 30. “Preliminary Approval” means the date on which the Court enters an order granting
11 preliminary approval of the Settlement Agreement.

12 31. “Released Parties” means Defendant, its past or present officers, directors, shareholders,
13 agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers, and
14 its respective successors and predecessors in interest, subsidiaries, affiliates, parents and attorneys, if any.

15 32. “Request for Exclusion” means a timely letter submitted by a Class Member indicating a
16 request to be excluded from the release of the Class-B Released Claims. The Request for Exclusion
17 must: (a) set forth the name, address, telephone number and last four digits of the Social Security
18 Number of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be returned
19 to the Settlement Administrator; (d) clearly state that the Class Member wishes to opt out of the release
20 of the Class-B Released Claims; and (e) be faxed or postmarked on or before the Response Deadline.

21 33. “Response Deadline” means the deadline by which Class Members must postmark or
22 fax to the Settlement Administrator Requests for Exclusion, postmark or fax disputes concerning the
23 calculation of Individual Settlement Payments, or postmark Notices of Objection to the Settlement
24 Administrator. The Response Deadline will be forty-five (45) calendar days from the initial mailing of
25 the Class Notice by the Settlement Administrator, unless the forty-fifth (45th) calendar day falls on a
26 postal holiday, in which case the Response Deadline will be extended to the next day on which the U.S.
27 Postal Service is open.

28 34. “Settlement Administration Costs” means the costs payable from the Gross Settlement

1 Amount to the Settlement Administrator for administering this Settlement, including, but not limited to,
2 printing, distributing, and tracking documents for this Settlement, tax reporting, distributing the Gross
3 Settlement Amount, and providing necessary reports and declarations, as requested by the Parties. The
4 Settlement Administration Costs will be paid from the Gross Settlement Amount, including, if necessary,
5 any such costs in excess of the amount represented by the Settlement Administrator as being the
6 maximum costs necessary to administer the Settlement. Settlement Administration Costs are currently
7 estimated to be Two Hundred Seventy Thousand Dollars (\$270,000).

8 35. "Settlement Administrator" means CPT Group, Inc., or any other third-party class action
9 settlement administrator agreed to by the Parties and approved by the Court for the purposes of
10 administering this Settlement. The Parties each represent that they do not have any financial interest in
11 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
12 could create a conflict of interest.

13 36. "Workweeks" means any week in which a check for regular hours during the Class
14 Period was issued. All Class Members will be credited with at least one Workweek during the Class
15 Period, and all PAGA Members will be credited with at least one Workweek during the PAGA Period.
16 All Class Members who were terminated during the Class Period will receive two extra Workweeks
17 during the Class Period to compensate them for their claim for waiting time penalties under Labor Code
18 section 203. All PAGA Members who were terminated during the PAGA Period will receive two extra
19 Workweeks during the PAGA Period to compensate them for their claim for waiting time penalties
20 under Labor Code section 203.

21 TERMS OF AGREEMENT

22 The Plaintiffs, on behalf of themselves and the Settlement Class, and Defendant agree as
23 follows:

24 37. Funding of the Gross Settlement Amount. Defendant will make a one-time deposit of
25 the Gross Settlement Amount of Seven Million Dollars (\$7,000,000) into a Qualified Settlement Fund to
26 be established by the Settlement Administrator. Defendant will pay the employer's share of payroll taxes
27 separately. After the Effective Date, the Gross Settlement Amount will be used for: (a) Individual
28 Settlement Payments; (b) the Labor and Workforce Development Agency Payment; (c) the Class

1 Representative Enhancement Payments; (d) Attorneys' Fees and Costs; and (e) Settlement
2 Administration Costs. Defendant will deposit the Gross Settlement Amount and the employer's share of
3 payroll taxes within ten (10) calendar days of the Effective Date ("Funding Date").

4 38. Attorneys' Fees and Costs. In connection with the litigation and settlement of the
5 Claims, and based on the extensive amount of work observed by Defendant that was done by Class
6 Counsel over the course of the Actions, Defendant agrees not to oppose or impede any application or
7 motion for attorneys' fees and costs by Class Counsel for not more than Three Million Dollars
8 (\$3,000,000), which will be paid from the Gross Settlement Amount.

9 39. Class Representative Enhancement Payments. In exchange for a general release, and in
10 recognition of their effort and work in prosecuting and settling the Claims on behalf of Class Members
11 and the LWDA, Defendant agrees not to oppose or impede any application or motion by Plaintiffs for
12 Class Representative Enhancement Payments of up to Twenty-Five Thousand Dollars (\$25,000) to
13 Nicole Lopes and Twenty Thousand Dollars (\$20,000), each, to Brian Paradis, and Isaac Bobadilla. The
14 Class Representative Enhancement Payments will be paid from the Gross Settlement Amount and will
15 be in addition to Plaintiffs' Individual Settlement Payment paid pursuant to the Settlement. Plaintiffs will
16 be solely and legally responsible to pay any and all applicable taxes on the Class Representative
17 Enhancement Payments. Plaintiffs understand and agree that this Settlement Agreement shall remain in
18 full force and effect even if the full amount of Class Representative Enhancement Payments sought by
19 Plaintiffs is not ultimately awarded by the Court.

20 40. Settlement Administration Costs. The Settlement Administrator will be paid for the
21 reasonable costs of administration of the Settlement and distribution of payments from the Gross
22 Settlement Amount, which is currently estimated to be Two Hundred Seventy Thousand Dollars
23 (\$270,000). These costs of administration, which will be paid from the Gross Settlement Amount, will
24 include, *inter alia*, the required tax reporting on the Individual Settlement Payments, the issuing of 1099
25 and W-2 IRS Forms, distributing Class Notices, calculating and distributing the Gross Settlement
26 Amount, and providing necessary reports and declarations.

27 41. PAGA Settlement Amount. Subject to Court approval, the Parties agree that the amount
28 of Two Hundred Thousand Dollars (\$200,000) from the Gross Settlement Amount will be designated for

1 satisfaction of Plaintiffs' PAGA claim. Pursuant to PAGA, Seventy-Five Percent (75%), or One
2 Hundred Fifty Thousand Dollars (\$150,000), of this sum will be paid to the LWDA and Twenty-Five
3 Percent (25%), or Fifty Thousand Dollars (\$50,000), will be paid to PAGA Members in proportion to
4 the number of Workweeks worked during the PAGA Period.

5 42. No Right to Exclusion from the Release of the Class-A Released Claims. Because Class
6 Members were previously afforded an opportunity to opt out of the class certified by the Court on May
7 16, 2014, the Parties agree that no Class Member has the right to exclude himself or herself from the
8 release of the Class-A Released Claims, and all Class Members will receive their shares of the Class-A
9 Fund.

10 43. No Right to Exclusion or Objections to the PAGA Settlement. Because this Settlement
11 resolves claims brought pursuant to PAGA by Plaintiffs acting as proxies and as Private Attorneys
12 General of, and for, the State of California and the LWDA, the Parties agree that no PAGA Member has
13 the right to exclude himself or herself from the PAGA settlement, and all PAGA Members will receive
14 their shares of the PAGA Fund. The Parties also agree that no PAGA Member has the right to object to
15 the PAGA Settlement Amount.

16 44. Net Settlement Fund. The entire Net Settlement Fund will be distributed to Class-A
17 Members and Class-B Members. No portion of the Net Settlement Fund will revert to or be retained by
18 Defendant.

19 45. PAGA Fund. The entire PAGA Fund will be distributed to all PAGA Members. No
20 portion of the PAGA Fund will revert to or be retained by Defendant.

21 46. Individual Settlement Payment Calculations. Individual Settlement Payments will be
22 calculated and apportioned from the Class-A Fund, Class-B Fund, and PAGA Fund based on the
23 number of Workweeks a Class Member worked during the Class Period and PAGA Period. Specific
24 calculations of Individual Settlement Payments will be made as follows:

25 46(a) Payments from the Class-A Fund. Defendant will calculate the total number
26 of Workweeks worked by each Class Member during the Class Period and
27 the aggregate total number of Workweeks worked by all Class Members
28 during the Class Period. To determine each Class Member's estimated

1 “Individual Settlement Payment” from the Class-A Fund, the Settlement
2 Administrator will use the following formula: The Class-A Fund will be
3 divided by the aggregate total number of Workweeks in the Class Period,
4 resulting in the “Workweek Value.” Each Class Member’s “Individual
5 Settlement Payment” will be calculated by multiplying each individual
6 Class Member’s total number of Workweeks by the Workweek Value. The
7 Individual Settlement Payment will be reduced by any required deductions
8 for each Class Member as specifically set forth herein, including employee-
9 side tax withholdings or deductions. The entire Class-A Fund will be
10 disbursed to all Class-A Members.

11 46(b) Payments from the Class-B Fund. Defendant will calculate the total number
12 of Workweeks worked by each Class Member during the Class Period and
13 the aggregate total number of Workweeks worked by all Class Members
14 during the Class Period. To determine each Class Member’s estimated
15 “Individual Settlement Payment” from the Class-B Fund, the Settlement
16 Administrator will use the following formula: The Class-B Fund will be
17 divided by the aggregate total number of Workweeks in the Class Period,
18 resulting in the “Workweek Value.” Each Class Member’s “Individual
19 Settlement Payment” will be calculated by multiplying each individual
20 Class Member’s total number of Workweeks by the Workweek Value. The
21 Individual Settlement Payment will be reduced by any required deductions
22 for each Class-B Member as specifically set forth herein, including
23 employee-side tax withholdings or deductions. The entire Class-B Fund will
24 be disbursed to all Class-B Members. If there are any valid and timely
25 Requests for Exclusion, the Settlement Administrator shall proportionately
26 increase the Individual Settlement Payment for each Class-B Member
27 according to the number of Workweeks worked, so that the amount actually
28 distributed to Class-B Members equals 100% of the Class-B Fund.

1 Settlement Administrator will perform a search based on the National Change of Address Database for
2 information to update and correct for any known or identifiable address changes. Any Class Notices
3 returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be
4 sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the
5 Settlement Administrator will indicate the date of such re-mailing on the Class Notice. If no forwarding
6 address is provided, the Settlement Administrator will promptly attempt to determine the correct address
7 using a skip-trace, or other search using the name, address and/or Social Security Number of the Class
8 Member involved, and will then perform a single re-mailing. Those Class Members who receive a re-
9 mailed Class Notice, whether by skip-trace or by request, will have either (a) an additional fifteen (15)
10 calendar days or (b) until the Response Deadline, whichever is later, to submit a Request for Exclusion
11 or an objection to the Settlement.

12 52. Class Notices. All Class Members will be mailed a Class Notice. Each Class Notice will
13 provide: (a) information regarding the nature of the Actions; (b) a summary of the Settlement's principal
14 terms; (c) the Settlement Class and PAGA Member definitions; (d) the total number of Workweeks each
15 respective Class Member and PAGA Member worked for Defendant during the Class Period and PAGA
16 Period; (e) each Class Member's and PAGA Member's estimated Individual Settlement Payment and
17 the formula for calculating Individual Settlement Payments; (f) the dates which comprise the Class
18 Period and PAGA Period; (g) instructions on how to submit Requests for Exclusion or Notices of
19 Objection; (h) the deadlines by which the Class Member must postmark or fax Requests for Exclusion,
20 or postmark Notices of Objection to the Settlement; and (i) the claims to be released.

21 53. Disputed Information on Class Notices. Class Members will have an opportunity to
22 dispute the information provided in their Class Notices. To the extent Class Members dispute their
23 employment dates or the number of Workweeks on record, Class Members may produce evidence to the
24 Settlement Administrator showing that such information is inaccurate. Defendant's records will be
25 presumed correct, but the Settlement Administrator shall contact the Parties regarding the dispute and the
26 Parties will work in good faith to resolve it. All disputes must be submitted by the Response Deadline,
27 and will be decided within thirty (30) business days after the Response Deadline.

28 54. Request for Exclusion Procedures. Any Class Member wishing to opt-out of the release

1 of the Class-B Released Claims must sign and fax or postmark a written Request for Exclusion to the
2 Settlement Administrator within the Response Deadline. In the case of Requests for Exclusion that are
3 mailed to the Settlement Administrator, the postmark date will be the exclusive means to determine
4 whether a Request for Exclusion has been timely submitted.

5 55. Releases by Class-A Members. Upon the Funding Date, and except as to such rights or
6 claims as may be created by this Settlement Agreement, each Class-A Member, together and
7 individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and
8 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
9 each of the Class-A Released Claims arising during the Class Period.

10 56. Releases by Class-B Members. Upon the Funding Date, and except as to such rights or
11 claims as may be created by this Settlement Agreement, each Class-B Member, together and
12 individually, on their behalf and on behalf of their respective heirs, executors, administrators, agents, and
13 attorneys, shall fully and forever release and discharge all of the Released Parties, or any of them, from
14 each of the Class-B Released Claims arising during the Class Period.

15 57. Releases by Plaintiffs and LWDA. Upon the Funding Date, and except as to such rights
16 or claims as may be created by this Settlement Agreement, Plaintiffs, the State of California, and the
17 LWDA shall fully and forever release and discharge all of the Released Parties, or any of them, from
18 each of the PAGA Released Claims during the PAGA Period.

19 58. Objection Procedures. To object to the Settlement Agreement, a Class Member may
20 either postmark a valid Notice of Objection to the Settlement Administrator on or before the Response
21 Deadline, or in lieu of submitting a written Notice of Objection, appear in person at the Final Approval
22 Hearing to object. Class Members who fail to object either by submitting a valid Notice of Objection or
23 appearing in person at the Final Approval Hearing will be deemed to have waived all objections to the
24 Settlement and will be foreclosed from making any objections, whether by appeal or otherwise, to the
25 Settlement Agreement. At no time will any of the Parties or their counsel seek to solicit or otherwise
26 encourage Class Members to submit written objections to the Settlement Agreement or appeal from the
27 final approval order and judgment. Class Counsel will not represent any Class Members with respect to
28 any such objections to this Settlement. If a Class Member timely submits both a Notice of Objection and

1 a Request for Exclusion, the Request for Exclusion will be given effect and considered valid, the Notice
2 of Objection shall be rejected, and the Class Member shall not participate in or be bound by the
3 Settlement.

4 59. Certification Reports Regarding Individual Settlement Payment Calculations. The
5 Settlement Administrator will provide Defendant's counsel and Class Counsel a weekly report that
6 certifies the number of Class Members who have submitted valid Requests for Exclusion or objections to
7 the Settlement, and whether any Class Member has submitted a challenge to any information contained
8 in their Class Notice, including those received after the Response Deadline. Additionally, the Settlement
9 Administrator will provide to counsel for both Parties any updated reports regarding the administration
10 of the Settlement Agreement as needed or requested.

11 60. Distribution Timing of Individual Settlement Payments. Within fourteen (14) calendar
12 days of the Funding Date, the Settlement Administrator will issue payments to: (a) Class Members and
13 PAGA Members; (b) the Labor and Workforce Development Agency; (c) Plaintiffs; and (d) Class
14 Counsel. The Settlement Administrator will also issue a payment to itself for Court-approved services
15 performed in connection with the Settlement.

16 61. Uncashed Settlement Checks. Proceeds represented by Individual Settlement Payment
17 checks returned as undeliverable and Individual Settlement Payment checks remaining uncashed for
18 more than one hundred and eighty (180) calendar days after issuance will be tendered pursuant to Code
19 of Civil Procedure section 384 to the Justice Gap Fund maintained by The State Bar of California.

20 62. Certification of Completion. Upon completion of administration of the Settlement, the
21 Settlement Administrator will provide a written declaration under oath to certify such completion to the
22 Court and counsel for all Parties.

23 63. Treatment of Individual Settlement Payments. All Individual Settlement Payments will
24 be allocated as follows: (a) Twenty Percent (20%) of each Individual Settlement Payment will be
25 allocated as wages for which IRS Forms W-2 will be issued; and (b) Eighty Percent (80%) will be
26 allocated as non-wages for which IRS Forms 1099-MISC will be issued.

27 64. Administration of Taxes by the Settlement Administrator. The Settlement Administrator
28 will be responsible for issuing to Plaintiffs, Class Members, PAGA Members, and Class Counsel any

1 W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant to this
2 Settlement. The Settlement Administrator will also be responsible for forwarding all payroll taxes and
3 penalties to the appropriate government authorities.

4 65. Tax Liability. Defendant makes no representation as to the tax treatment or legal effect
5 of the payments called for hereunder, and Plaintiffs and Class Members are not relying on any statement,
6 representation, or calculation by Defendant or by the Settlement Administrator in this regard.

7 66. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
8 OF THIS SECTION, THE “ACKNOWLEDGING PARTY” AND EACH PARTY TO THIS
9 AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN “OTHER PARTY”)
10 ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND
11 NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES
12 OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
13 WILL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED
14 OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES
15 TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE
16 ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS
17 OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX
18 ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
19 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY
20 ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY
21 UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO
22 ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
23 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
24 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF
25 ANY SUCH ATTORNEY’S OR ADVISER’S TAX STRATEGIES (REGARDLESS OF WHETHER
26 SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
27 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
28 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS

1 AGREEMENT.

2 67. No Prior Assignments. The Parties and their counsel represent, covenant, and warrant
3 that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
4 transfer, or encumber to any person or entity any portion of any liability, claim, demand, action, cause of
5 action or right herein released and discharged.

6 68. Nullification of Settlement Agreement. In the event that: (a) the Court does not finally
7 approve the Settlement as provided herein; or (b) the Settlement does not become final for any other
8 reason, then this Settlement Agreement, and any documents generated to bring it into effect, will be null
9 and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will
10 likewise be treated as void from the beginning.

11 69. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the Court to
12 request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval
13 Order for preliminary approval of the proposed Settlement Agreement, and setting a date for a final
14 fairness hearing. The Preliminary Approval Order will provide for the Class Notice to be sent to all Class
15 Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will
16 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the
17 proposed Notice of Class Action Settlement, attached as Exhibit A. Class Counsel will be responsible for
18 drafting all documents necessary to obtain preliminary approval. Class Counsel will provide to the
19 LWDA in each of the Actions a copy of the Settlement Agreement at the same time that it is submitted
20 to the Court pursuant to Labor Code section 2699(l)(2).

21 70. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the
22 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with the
23 Court's permission, a final fairness hearing will be conducted to determine the Final Approval of the
24 Settlement Agreement along with the amounts properly payable for: (a) Attorneys' Fees and Costs; (b)
25 the Class Representative Enhancement Payments; (c) Individual Settlement Payments; (d) the Labor and
26 Workforce Development Agency Payment; (e) all Settlement Administration Costs. The final fairness
27 hearing will not be held earlier than thirty (30) calendar days after the Response Deadline. Class Counsel
28 will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also

1 be responsible for drafting the attorneys' fees and costs application to be heard at the final approval
2 hearing.

3 71. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the
4 Court or after the final fairness hearing, the Parties will present the Judgment to the Court for its
5 approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
6 addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement
7 administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as
8 set forth in this Settlement Agreement. In addition to the Settlement Agreement and Class Notice, a copy
9 of the Judgment will be posted to the Settlement Administrator's website. Class Counsel will provide a
10 copy of the Judgment to the LWDA pursuant to Labor Code section 2699(l)(3).

11 72. Release by Plaintiffs. Upon the Funding Date, in addition to the claims being released by
12 all Class Members, Plaintiffs will release and forever discharge the Released Parties, to the fullest extent
13 permitted by law, of and from any and all claims, known and unknown, asserted and not asserted, which
14 Plaintiffs have or may have against the Released Parties as of the date of execution of this Settlement
15 Agreement. To the extent the foregoing release is a release to which Section 1542 of the California Civil
16 Code or similar provisions of other applicable law may apply, Plaintiffs expressly waive any and all
17 rights and benefits conferred upon them by the provisions of Section 1542 of the California Civil Code
18 or similar provisions of applicable law which are as follows:

19 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
20 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
21 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
22 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
23 AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
24 PARTY.

25 73. Exhibits Incorporated by Reference. The terms of this Settlement Agreement include the
26 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth
27 herein. Any Exhibits to this Settlement Agreement are an integral part of the Settlement.

28 74. Entire Agreement. This Settlement Agreement and any attached Exhibits constitute the

1 entirety of the Parties' settlement of the Claims. No other prior or contemporaneous written or oral
2 agreements may be deemed binding on the Parties as to the Claims. The Parties expressly recognize
3 California Civil Code Section 1625 and California Code of Civil Procedure Section 1856(a), which
4 provide that a written agreement is to be construed according to its terms and may not be varied or
5 contradicted by extrinsic evidence, and the Parties agree that no such extrinsic oral or written
6 representations or terms will modify, vary or contradict the terms of this Settlement Agreement.

7 75. Amendment or Modification. No amendment, change, or modification to this Settlement
8 Agreement will be valid unless in writing and signed, either by the Parties or their counsel, and approved
9 by the Court.

10 76. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and
11 represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement
12 Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant
13 to this Settlement Agreement to effectuate its terms and to execute any other documents required to
14 effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each
15 other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to
16 reach agreement on the form or content of any document needed to implement the Settlement, or on any
17 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties
18 may seek the assistance of the Court to resolve such disagreement.

19 77. Binding on Successors and Assigns. This Settlement Agreement will be binding upon,
20 and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

21 78. California Law Governs. All terms of this Settlement Agreement and Exhibits hereto
22 will be governed by and interpreted according to the laws of the State of California.

23 79. Execution and Counterparts. This Settlement Agreement is subject only to the execution
24 of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All
25 executed counterparts and each of them, including electronic (e.g., DocuSign), facsimile, and scanned
26 copies of the signature page, will be deemed to be one and the same instrument.

27 80. Acknowledgment that the Settlement is Fair and Reasonable. The Parties believe this
28 Settlement Agreement is a fair, adequate and reasonable settlement of the Actions and have arrived at

1 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
2 account all relevant factors, present and potential. The Parties further acknowledge that they are each
3 represented by competent counsel and that they have had an opportunity to consult with their counsel
4 regarding the fairness and reasonableness of this Settlement.

5 81. Invalidity of Any Provision. Before declaring any provision of this Settlement
6 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent
7 possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement
8 valid and enforceable.

9 82. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
10 certification for purposes of this Settlement only; except, however, that Plaintiffs or Class Counsel may
11 appeal any reduction to the Attorneys' Fees and Costs below the amount they request from the Court,
12 and either party may appeal any court order regarding this settlement that materially alters the Settlement
13 Agreement's terms.

14 83. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute
15 that has arisen between them and to avoid the burden, expense and risk of continued litigation. In
16 entering into this Settlement, Defendant does not admit, and specifically denies, that it violated any
17 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or
18 any other applicable laws, regulations or legal requirements; breached any contract; violated or breached
19 any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with
20 respect to its employees. Neither this Settlement Agreement, nor any of its terms or provisions, nor any
21 of the negotiations connected with it, will be construed as an admission or concession by Defendant of
22 any such violations or failures to comply with any applicable law. Except as necessary in a proceeding to
23 enforce the terms of this Settlement, this Settlement Agreement and its terms and provisions will not be
24 offered or received as evidence in any action or proceeding to establish any liability or admission on the
25 part of Defendant or to establish the existence of any condition constituting a violation of, or a non-
26 compliance with, federal, state, local or other applicable law.

27 84. No Public Comment: Prior to Preliminary Approval, the Parties and their counsel agree
28 that they will not issue any press releases, initiate any contact with the press, respond to any press

1 inquiry, or have any communication with the press about the fact, amount or terms of the Settlement.

2 85. Waiver. No waiver of any condition or covenant contained in this Settlement Agreement
3 or failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
4 constitute a further waiver by such party of the same or any other condition, covenant, right or remedy.

5 86. Enforcement Actions. In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement
7 or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be
8 entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including
9 expert witness fees incurred in connection with any enforcement actions.

10 87. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
11 conditions of this Settlement Agreement. Accordingly, this Settlement Agreement will not be construed
12 more strictly against one party than another merely by virtue of the fact that it may have been prepared
13 by counsel for one of the Parties, it being recognized that, because of the arms'-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15 88. Representation By Counsel. The Parties acknowledge that they have been represented
16 by counsel throughout all negotiations that preceded the execution of this Settlement Agreement, and
17 that this Settlement Agreement has been executed with the consent and advice of counsel. Further,
18 Plaintiffs and Class Counsel warrant and represent that there are no liens on the Settlement Agreement.

19 89. All Terms Subject to Final Court Approval. All amounts and procedures described in
20 this Settlement Agreement herein will be subject to final Court approval.

21 90. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good
22 faith and execute all documents to the extent reasonably necessary to effectuate the terms of this
23 Settlement Agreement.

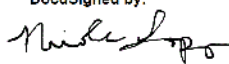
24 91. Binding Agreement. The Parties warrant that they understand and have full authority to
25 enter into this Settlement Agreement, and further intend that this Settlement Agreement will be fully
26 enforceable and binding on all parties, and agree that it will be admissible and subject to disclosure in
27 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
28 otherwise might apply under federal or state law.

1 THE PARTIES HAVE READ THE SETTLEMENT AGREEMENT. THEY HAVE
2 CONSULTED WITH LEGAL COUNSEL REGARDING THE SETTLEMENT
3 AGREEMENT AND KNOW THE CONTENTS OF THE SETTLEMENT AGREEMENT
4 AND SIGN THE SAME AS THEIR FREE, KNOWING, AND VOLUNTARY ACT AND
5 DEED, BEING FULLY AWARE OF ITS CONSEQUENCES AND ITS FINAL AND BINDING
6 EFFECT.

7 READ CAREFULLY BEFORE SIGNING

8 PLAINTIFF

9 Dated: 11/7/2023 _____

DocuSigned by:

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11 PLAINTIFF

12 Dated: _____

13 Brian Paradis _____

15 PLAINTIFF

16 Dated: _____

17 Isaac Bobadilla _____

20 DEFENDANT

21 Dated: _____

22 [Name of Authorized Signatory]
23 KOHL'S, INC., fka Kohl's Department Stores,
24 Inc.

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READ CAREFULLY BEFORE SIGNING

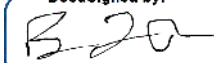
PLAINTIFF

Dated: _____

Nicole Lopes

PLAINTIFF

Dated: 11/7/2023

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PLAINTIFF

Dated: _____

Isaac Bobadilla

DEFENDANT

Dated: _____

[Name of Authorized Signatory]
**KOHL'S, INC., fka Kohl's Department Stores,
Inc.**

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7 READ CAREFULLY BEFORE SIGNING

8 PLAINTIFF

9 Dated: _____

Nicole Lopes

11 PLAINTIFF

12 Dated: _____

Brian Paradis

15 PLAINTIFF

16 Dated: 11/9/2023 _____

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Isaac Bobadilla _____
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20 DEFENDANT

21 Dated: _____

[Name of Authorized Signatory]
**KOHL'S, INC., fka Kohl's Department Stores,
Inc.**

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7 READ CAREFULLY BEFORE SIGNING

8 PLAINTIFF

9 Dated: _____

Nicole Lopes

11 PLAINTIFF

12 Dated: _____

Brian Paradis

15 PLAINTIFF

16 Dated: 11/9/2023

DocuSigned by:
Isaac Bobadilla _____
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19 DEFENDANT

20 Dated: 11/28/23

[Name of Authorized Signatory]
KOHLS, INC., fka Kohl's Department Stores,
Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC

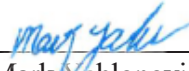
Dated: 11/9/2023

By: 
Raul Perez

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LAW OFFICES OF MARK YABLONOVICH

Dated: 11/9/2023

By: 
Mark Yablouovitch

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

GOLDSTEIN, BORGAN, DARDARIAN & HO

Dated: _____

By: _____
Laura L. Ho

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LITTLER MENDELSON, P.C.

Dated: _____

By: _____
Keith A. Jacoby

Attorneys for Defendant Kohl's, Inc.

OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.

Dated: _____

By: _____
Tracie Childs

Attorneys for Defendant Kohl's, Inc.

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CAPSTONE LAW APC

Dated: 11/9/2023 _____

By:  _____
Raul Perez

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LAW OFFICES OF MARK YABLONOVICH

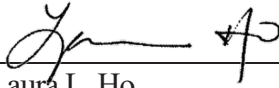
Dated: _____

By: _____
Mark Yablonovich

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

GOLDSTEIN, BORGEN, DARDARIAN & HO

Dated: _____

By:  _____
Laura L. Ho

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LITTLER MENDELSON, P.C.

Dated: _____

By: _____
Keith A. Jacoby

Attorneys for Defendant Kohl's, Inc.

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: _____

By: _____
Tracie Childs

Attorneys for Defendant Kohl's, Inc.

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APPROVED AS TO FORM

CAPSTONE LAW APC


Dated: 11/9/2023

By: 
Raul Perez

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LAW OFFICES OF MARK YABLONOVICH

Dated: 11/9/2023

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Dated: _____

By: _____
Laura L. Ho

Attorneys for Plaintiffs Nicole Lopes, Brian Paradis,
and Isaac Bobadilla

LITTLER MENDELSON, P.C.


Dated: 11/28/23

By: 
Keith A. Jacoby

Attorneys for Defendant Kohl's, Inc.

**OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.**

Dated: November 28, 2023

By: 
Tracie Childs

Attorneys for Defendant Kohl's, Inc.