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23 Attorneys for Plaintiffs NORMA GARCIA and KARINA ANDRADE, individually, on  
24 a representative basis, and on behalf of all others similarly situated

25 UNITED STATES DISTRICT COURT  
26 CENTRAL DISTRICT OF CALIFORNIA

27 NORMA GARCIA, individually, on a  
28 representative basis, and on behalf of  
all others similarly situated; and  
KARINA ANDRADE, individually,  
on a representative basis, and on  
behalf of all others similarly situated;

Plaintiffs,

vs.

TAPESTRY, INC., a Maryland  
Corporation which will do business in  
California as Coach Leatherware  
California, Inc. DBA Coach; and  
DOES 1 through 10, inclusive;

Defendants.

Case No. 5:18-cv-1537 DMG (SHKx)

[Assigned For All Purposes to Hon. Dolly M.  
Gee]

**CLASS ACTION**

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

Date Action Filed: June 13, 2018  
Date of Removal: July 19, 2018

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

2       This Joint Stipulation of Class Action Settlement and Release (“Settlement” or  
3       “Settlement Agreement”) is made and entered into by and between Plaintiffs Norma  
4       Garcia and Karina Andrade (collectively, “Plaintiffs” or “Class Representatives”), as  
5       individuals and on behalf of all others similarly situated, and Defendant Tapestry, Inc.  
6       (collectively with Plaintiffs, the “Parties”).

7       **BACKGROUND**

8       This lawsuit arises from an action entitled *Garcia et al. v. Tapestry, Inc.*, No. 5:18-  
9       cv-1537 DMG (SHKx), filed June 13, 2018, pending before the United States District  
10      Court for the Central District of California. Plaintiffs assert various California law  
11      claims against their former employer, Defendant. They claim that Defendant violated  
12      the California Labor Code and Unfair Competition Law by failing to pay wages for time  
13      allegedly worked (specifically for time spent undergoing package inspections and  
14      closing the store), by failing to provide proper meal and rest breaks, by miscalculating  
15      overtime pay, and by failing to reimburse business expenses. In addition, they claim  
16      that, as a result of these wage and break violations, Defendant failed to pay all wages  
17      due at termination, failed to provide wage statements that accurately listed their pay, and  
18      owes civil penalties under California’s Private Attorneys General Act (“PAGA”).  
19      Plaintiffs assert their claims on behalf of a class of non-exempt employees who worked  
20      in the positions of Associate Manager and/or Assistant Manager for Defendant’s  
21      “Coach” brand in the State of California since June 13, 2014.

22      On September 10, 2019, the Parties attended a mediation before Mariam Zadeh.  
23      As a result of mediation and arm’s-length negotiations, the Parties reached this  
24      Settlement Agreement.

25      **DEFINITIONS**

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

28

1           1.     “Action” means *Garcia et al. v. Tapestry, Inc.*, No. 5:18-cv-1537 DMG  
2 (SHKx), United States District Court for the Central District of California.

3           2.     “Class Counsel” means Brian Mankin and Misty Lauby of Fernandez &  
4 Lauby LLP.

5           3.     “Class Member(s)” or “Settlement Class” means all non-exempt employees  
6 employed by Defendant Tapestry, Inc., at any “Coach” branded store in California as an  
7 Associate Store Manager, Assistant Store Manager, Acting Associate Store Manager, or  
8 Acting Assistant Store Manager at any time from June 13, 2014 through the date the  
9 Court enters an order preliminarily approving the settlement. An individual’s status as a  
10 Class Member will be determined by Defendant’s personnel database.

11          4.     “Court” means the United States District Court for the Central District of  
12 California.

13          5.     “Defendant” or “Released Parties” means Defendant Tapestry, Inc. and all  
14 of its present and former parents, subsidiaries, affiliates, and joint ventures, and all of  
15 their shareholders, members, managers, officers, officials, directors, employees, agents,  
16 servants, registered representatives, attorneys, insurers, successors, and assigns, and any  
17 other persons acting by, through, under, or in concert with any of them.

18          6.     “Effective Date” means the later of: (i) the 61st calendar day after the Court  
19 enters an order granting final approval of the Settlement, provided no appeal or motion  
20 for reconsideration or other efforts to obtain review have been filed; (ii) if any timely  
21 appeals or motions for reconsideration or review are filed, the date of final resolution of  
22 that appeal or motion (including any requests for rehearing and/or petitions for  
23 *certiorari*), resulting in final judicial approval of the Settlement. In this regard, it is the  
24 intention of the Parties that the Effective Date of the Settlement shall not be a date  
25 before the Court’s order approving the Settlement has become completely final and  
26 there is no timely recourse by any person who seeks to object or otherwise contest the  
27 Settlement.

28

1           7.    “Gross Settlement Amount” is the amount of Nine Hundred Ninety-Five  
2 Thousand Dollars (\$995,000.00), which is the amount to be paid by Defendant pursuant  
3 to this Settlement Agreement. The Gross Settlement Amount includes: (a) all  
4 Individual Settlement Payments to Participating Class Members; (b) the Labor and  
5 Workforce Development Agency Payment; (c) the Class Representative Enhancement  
6 Payments to Plaintiffs; (d) Attorneys’ Fees and Costs to Class Counsel; (e) Settlement  
7 Administration Costs to the Settlement Administrator; and (f) Defendant’s portion of  
8 payroll taxes on Individual Settlement Payments to Participating Class Members  
9 (“Employer’s Payroll Taxes”). The Parties agree that Defendant will have no obligation  
10 to pay any amount in connection with this Settlement Agreement apart from the Gross  
11 Settlement Amount.

12           8.    “Individual Settlement Payment” means a Participating Class Member’s  
13 share of the Net Settlement Amount.

14           9.    “Net Settlement Amount” means the Gross Settlement Amount less  
15 deductions for the Labor and Workforce Development Agency Payment, Class  
16 Representative Enhancement Payments, Attorneys’ Fees and Costs, Settlement  
17 Administration Costs, and Employer’s Payroll Taxes.

18           10.   “Notice of Class Action Settlement” means the notice of settlement,  
19 attached as Exhibit A, to be mailed to all members of the Settlement Class upon  
20 Preliminary Approval.

21           11.   “Participating Class Members” means all Class Members who do not  
22 submit valid Requests for Exclusion.

23           12.   “Preliminary Approval” means the Court order granting preliminary  
24 approval of the Settlement Agreement.

25           13.   “Released Claims” means all claims released by Plaintiffs and Participating  
26 Class Members, as defined below.

27           14.   “Released Claims Period” means the period from June 13, 2014 through  
28 the date the Court enters Preliminary Approval of the Settlement.



1 the fairness and reasonableness of this Settlement. In addition, the Mediator may  
2 execute a declaration supporting the reasonableness of the Settlement and the Court  
3 may, in its discretion, contact the Mediator to discuss the Settlement and whether or not  
4 the Settlement is objectively fair and reasonable.

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

20       21. Class Certification. For settlement purposes only, the Parties agree to class  
21 certification of the Settlement Class, pursuant to Rule 23(b)(3) of the Federal Rules of  
22 Civil Procedure. If, for any reason, the Settlement is not fully and finally approved  
23 and/or the Effective Date does not occur, the stipulation of certification will be void *ab*  
24 *initio*, and Defendant will not be deemed to have waived or limited any objections or  
25 defenses to class certification or any other matter. The Parties further agree that nothing  
26 in this Settlement Agreement will be construed as an admission or acknowledgement in  
27 this or any other proceeding that either (i) class action certification is proper except as  
28

1 provided in this paragraph, or (ii) Defendant is liable to Plaintiffs or any Class Member  
2 other than in accordance with the terms of this Settlement.

3       22. Class Members' Waiver and Release. Plaintiffs and all Class Members  
4 (including any assigned agents/representatives) who do not submit a valid and timely  
5 Request for Exclusion shall, for the Released Claims Period, fully and finally waive,  
6 release, and forever discharge the Released Parties from any and all claims (i) asserted  
7 in the Action, including in the Second Amended Class Action Complaint filed on May  
8 15, 2019, or (ii) arising from, or derivative of, the claims or factual allegations asserted  
9 in the Action, including those concerning Defendant's practices regarding meal and rest  
10 breaks, package inspections, closing the store, overtime, and business expenses  
11 ("Released Claims"). The Released Claims include, but are not limited to, any claims,  
12 rights, demands, liabilities, and causes of action of any kind or nature in law or in  
13 equity, under any theory, whether contract, common law, constitutional, statutory or  
14 otherwise, of any jurisdiction, foreign or domestic, whether known or unknown,  
15 anticipated or unanticipated, for failure to pay wages for time allegedly worked, failure  
16 to provide proper meal and rest breaks, failure to pay overtime wages, failure to  
17 reimburse business expenses, failure to pay all wages due at termination, failure to  
18 provide accurate wage statements, violations of the California Labor Code and Business  
19 and Professions Code Section 17200 that flow from the claims above, and for damages,  
20 restitution, penalties, interest, costs, attorneys' fees, expenses, equitable relief, injunctive  
21 relief, and any other relief.

22       23. This waiver and release will be final and binding on the Effective Date, and  
23 will have every preclusive effect permitted by law. With respect to the Released Claims  
24 only, on the Effective Date, Plaintiffs and Class Members who do not submit a valid and  
25 timely Request for Exclusion will be deemed expressly to have waived the provisions,  
26 rights, and benefits of California Civil Code section 1542, which provides:

27       **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**  
28       **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**  
      **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**  
      **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**

1           **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE**  
2           **DEBTOR OR RELEASED PARTY.**

3           With respect to the Released Claims only, Plaintiffs and Class Members hereafter  
4 may discover facts in addition to or different from those which they now know or  
5 believe to be true with respect to some or all of the Released Claims (including  
6 unknown claims as defined above), but Plaintiffs and each Class Member will be  
7 deemed as of the Effective Date to have fully and finally released, discharged, and  
8 settled all Released Claims (including unknown claims as defined above), suspected or  
9 unsuspected, contingent or non-contingent, whether or not concealed or hidden, which  
10 have existed, now exist, or come into existence in the future as defined above.

11           Plaintiffs and Settlement Class members will not file, and will not request any  
12 other party or entity to file on their behalf, any claim, complaint, charge or request for  
13 damages or any other relief released above, including with any local, state, or federal  
14 governmental or quasi-governmental agency or any state, administrative, or federal  
15 court, or any licensing or accreditation organization, against the Released Parties.

16           24.   Release of Additional Claims and Rights by Plaintiffs. As of the Effective  
17 Date, and as a condition of receiving any portion of their respective Class  
18 Representative Enhancement Payment, each Plaintiff agrees to the additional following  
19 General Release: In consideration of Defendant's promises and agreements as set forth  
20 herein, Plaintiffs hereby fully release the Released Parties from any and all Released  
21 Claims and also generally releases and discharges the Released Parties from any and all  
22 claims, demands, obligations, causes of action, rights, or liabilities of any kind which  
23 have been or could have been asserted against the Released Parties through the date that  
24 this Agreement is fully executed. This general release includes, but is not limited to,  
25 claims arising out of or relating to each Plaintiff's employment by Defendant and/or the  
26 termination of their employment with Defendant, including but not limited to any and  
27 all claims for violation of any section of the California Labor Code and/or Wage Orders;  
28 violation of the Fair Labor Standards Act ("FLSA"); failure to pay wages, benefits,  
vacation pay, severance pay, final pay, or other compensation of any sort; fraud;



1 intentional or negligent misrepresentation; breach of contract; promissory estoppel;  
2 wrongful termination; retaliation; violation of public policy; breach of implied covenant  
3 of good faith and fair dealing; defamation; unlawful effort to prevent employment;  
4 sexual harassment; discrimination on the basis of race, color, sex, national origin,  
5 ancestry, religion, age, disability, handicap, medical condition, marital status or any  
6 other protected class; any claim under the Fair Credit Reporting Act, California  
7 Consumer Credit Reporting Agencies Act, California Investigative Consumer Reporting  
8 Agencies Act, or other laws regarding background checks; any claim under Title VII of  
9 the Civil Rights Act of 1964 (Title VII, as amended), 42 U.S.C. §§ 2000, *et seq.*; the  
10 Americans with Disabilities Act (“ADA”), the Age Discrimination in Employment Act  
11 (“ADEA”), the California Fair Employment and Housing Act (“FEHA”), or California  
12 Government Code §§ 12940 *et seq.*; violation of the Consolidated Omnibus Budget  
13 Reconciliation Act of 1985 (“COBRA”); violation of the Occupational Safety and  
14 Health Act (“OSHA”) or any other health and/or safety laws, statutes or regulations;  
15 violation of the Employment Retirement Income Security Act of 1974 (“ERISA”);  
16 violation of the Internal Revenue Code; any other claim arising from employment or  
17 termination of employment; or other common law or tort matters and all other claims  
18 under federal, state or local law. This release specifically includes any and all claims,  
19 demands, obligations and/or causes of action for damages, restitution, penalties,  
20 injunctive or equitable relief, interest, and attorneys’ fees and costs (except provided by  
21 the Settlement Agreement) relating to or in any way connected with the matters referred  
22 to herein, whether or not known or suspected to exist, and whether or not specifically or  
23 particularly described herein. Specifically, each Plaintiff waives all rights and benefits  
24 afforded by California Civil Code Section 1542, which provides:

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

1           25.   Individual Settlement Payment Calculations. Individual Settlement  
2 Payments will be calculated and apportioned from the Net Settlement Amount based on  
3 the number of Workweeks a Participating Class Member worked. The Settlement  
4 Administrator will calculate the total number of Workweeks worked by each Class  
5 Member and the aggregate total number of Workweeks worked by all Class Members.  
6 To determine each Class Member's estimated "Individual Settlement Payment," the  
7 Settlement Administrator will use the following formula: The Net Settlement Amount  
8 will be divided by the aggregate total number of Workweeks, resulting in the  
9 "Workweek Value." Each Class Member's "Individual Settlement Payment" will be  
10 calculated by multiplying each individual Class Member's total number of Workweeks  
11 by the Workweek Value. If there are any valid and timely submitted Requests for  
12 Exclusion, the Settlement Administrator shall proportionately increase the Individual  
13 Settlement Payments for each Participating Class Member so that the amount actually  
14 distributed to Participating Class Members (or sent to the California State Controller's  
15 Office on their behalf) equals 100% of the Net Settlement Amount. The Individual  
16 Settlement Payment will be reduced by any required deductions for each Participating  
17 Class Member, including appropriate tax withholdings or deductions. The Parties agree  
18 that the formula described herein is reasonable and that the payments are designed to  
19 provide a fair settlement to each Settlement Class Member in light of the uncertainties  
20 regarding the compensation alleged to be owed and the calculation of such amounts.

21           26.   Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys'  
22 Fees and Costs of not more than one-third of the Gross Settlement Amount, or Three  
23 Hundred Thirty One Thousand and Six Hundred and Sixty Six Dollars and Sixty Six  
24 Cents (\$331,666.66) in attorneys' fees, plus reasonable litigation costs not to exceed  
25 \$40,000, and Defendant agrees not to oppose such application. These amounts include,  
26 without limitation, all time expended by Class Counsel in defending and preparing the  
27 Settlement Agreement and securing Final Approval (including any appeals therein), and  
28 there will be no additional charge of any kind to either the Settlement Class Members or

1 Defendant for such work. All Attorneys' Fees and Costs will be paid from the Gross  
2 Settlement Amount. Defendant agrees not to oppose any contention by Class Counsel  
3 that attorneys' fees should be based on the common fund theory. Plaintiffs and Class  
4 Counsel will not have the right to revoke this Settlement in the event that the Court does  
5 not approve the amount of Attorneys' Fees and Costs sought by Class Counsel. If the  
6 Court reduces the requested attorneys' fees, costs and expenses, any such reduction will  
7 be added to the Net Settlement Amount.

8       27. Class Representative Enhancement Payments. Each Plaintiff will apply to  
9 the Court for a Class Representative Enhancement Payment of not more than Ten  
10 Thousand Dollars (\$10,000), without deductions, for their effort and work in  
11 prosecuting the Action on behalf of Class Members, and Defendant agrees not to oppose  
12 such application. The Class Representative Enhancement Payments, which will be paid  
13 from the Gross Settlement Amount, will be in addition to each Plaintiff's right to an  
14 Individual Settlement Payment. Plaintiffs will be issued IRS Form 1099 in connection  
15 with this payment, and will be solely and legally responsible to pay any and all  
16 applicable taxes on the payments made pursuant to this paragraph and will hold  
17 Defendant harmless from any claim or liability for taxes, penalties, or interest arising as  
18 a result of the payments. Plaintiffs will not have the right to revoke this Settlement in  
19 the event that the Court does not approve the amount sought by Plaintiffs as Class  
20 Representative Enhancement Payments. If the Court reduces the requested Class  
21 Representative Enhancement Payments, any such reduction will be added to the Net  
22 Settlement Amount.

23       28. Labor and Workforce Development Agency Payment. Subject to Court  
24 approval, the Parties agree that the amount of Twenty Thousand Dollars (\$20,000) from  
25 the Gross Settlement Amount will be paid in settlement of all representative claims  
26 brought in the Action by or on behalf of Plaintiffs and Class Members and aggrieved  
27 parties under the Labor Code Private Attorneys General Act of 2004 (Cal. Lab. Code  
28 §§ 2698, *et seq.*, "PAGA"). Pursuant to PAGA, Seventy-Five Percent (75%), or Fifteen

1 Thousand Dollars (\$15,000), of this sum will be paid to the Labor and Workforce  
2 Development Agency ("LWDA") and Twenty-Five Percent (25%), or Five Thousand  
3 Dollars (\$5,000), will remain in the Net Settlement Amount.

4 29. Settlement Administration Costs. The Settlement Administrator will be  
5 paid for the reasonable costs of administration of the Settlement and calculation and  
6 distribution of payments, up to a maximum of \$15,000. These costs, which will be paid  
7 from the Gross Settlement Amount, will include, inter alia, the required tax reporting on  
8 the Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, preparing,  
9 distributing, and tracking Notices of Class Action Settlement, confirming/auditing  
10 claims for payments for compliance with the Settlement, calculating and distributing all  
11 payments to be made pursuant to the Settlement, calculating and making the payments  
12 with respect to the Employer's share of Payroll Taxes, providing reports and  
13 declarations, and providing notice of the proposed settlement to the appropriate federal  
14 and state officials as required by 28 U.S.C. § 1715.

15 30. Preliminary Approval Hearing. Plaintiffs will obtain a hearing before the  
16 Court, no sooner than January 1, 2020, to request the Preliminary Approval of the  
17 Settlement Agreement, and the entry of a Preliminary Approval Order for: (i)  
18 conditional certification of the Settlement Class for settlement purposes only, (ii)  
19 preliminary approval of the proposed Settlement Agreement, and (iii) setting a date for a  
20 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will  
21 provide for the Notice of Class Action Settlement to be sent to all Class Members as  
22 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will  
23 submit this Settlement Agreement, which sets forth the terms of this Settlement, and will  
24 include the proposed Notice of Class Action Settlement. Within ten (10) days after  
25 entry of the Preliminary Approval Order, the Settlement Administrator shall submit the  
26 CAFA Notice (which refers to the Notification of Settlement requirements set forth in  
27 the Class Action Fairness Act (28 U.S.C. § 1715)), as required by law.

28

1           31.   Delivery of the Class List. “Class List” means a complete list of all Class  
2 Members that Defendant will diligently and in good faith compile from its records. The  
3 Class List will include the following information from Defendant’s records: each Class  
4 Member’s full name; most recent mailing address and telephone number; Social  
5 Security number; and number of Workweeks as a Class Member or the relevant dates  
6 worked as an Associate Store Manager or Assistant Store Manager in California at a  
7 “Coach” branded store from which the Settlement Administrator can calculate the  
8 number of Workweeks. Within twenty-one (21) calendar days of Preliminary Approval,  
9 Defendant will provide the Class List to the Settlement Administrator; Plaintiffs’  
10 counsel will not receive a copy of the list. The Settlement Administrator shall not use  
11 the Class List or any information contained therein for any purpose other than to  
12 administer the Settlement in accordance with this Agreement. Upon completion of the  
13 administration of the Settlement, the Settlement Administrator shall destroy the Class  
14 List and any information contained therein or return it and all copies to Defendant.

15           32.   Notices of Class Action Settlement. Within ten (10) calendar days after  
16 receiving the Class List from Defendant, the Settlement Administrator will mail a  
17 Notice of Class Action Settlement to all Class Members via regular First-Class U.S.  
18 Mail, using the most current, known mailing addresses identified in the Class List. The  
19 Notice of Class Action Settlement will be in the form attached as Exhibit A, or as  
20 provided by Court order, and will include, but not be limited to, information regarding  
21 the nature of the Action; a summary of the substance of the Settlement, including  
22 Defendant’s denial of liability; the definition of the Settlement Class; the procedure and  
23 time period for objecting to the Settlement and participating in the Final Approval  
24 hearing; how settlement payments will be calculated; the Workweeks credited to each  
25 Class Members and his/her estimated Individual Settlement Payment; a statement that  
26 the Court has preliminarily approved the Settlement; a statement that Class Members  
27 will release the Released Claims unless they opt out; and information regarding the opt-  
28 out procedure.

1           33.   Confirmation of Contact Information. Prior to mailing, the Settlement  
2 Administrator will perform a search based on the National Change of Address Database  
3 for information to update and correct for any known or identifiable address changes.  
4 Any Notices of Class Action Settlement returned to the Settlement Administrator as  
5 non-deliverable on or before the Response Deadline will be sent promptly via regular  
6 First-Class U.S. Mail to the forwarding address affixed thereto, and the Settlement  
7 Administrator will indicate the date of such re-mailing on the Notice of Class Action  
8 Settlement. If no forwarding address is provided, the Settlement Administrator will  
9 promptly attempt to determine the correct address using an Accurint search/skip-trace,  
10 and will then perform a single re-mailing. With regard to any Participating Class  
11 Member whose Notice of Class Action Settlement is returned as non-deliverable, and  
12 for whom the Settlement Administrator is unable to determine a reliable address using  
13 reasonable and customary methods, their Individual Settlement Payment will be  
14 provided by the Settlement Administrator as part of the unclaimed funds that will be  
15 issued to the California State Controller's Office in the name of the Participating Class  
16 Member, as described in Paragraph 47 below.

17           34.   Disputed Information on Notices of Class Action Settlement. Class  
18 Members will have an opportunity to dispute the information provided in their Notices  
19 of Class Action Settlement, provided they file a dispute with the Settlement  
20 Administrator in writing postmarked no later than 30 days after the mailing of the  
21 Notices of Class Action Settlement. To the extent that Class Members dispute the  
22 number of Workweeks stated on his/her Notice of Class Action Settlement, Class  
23 Members may produce evidence to the Settlement Administrator showing that such  
24 information is inaccurate. The Settlement Administrator will advise the Parties of such  
25 dispute, allow Defendant ten (10) business days after being notified in writing to  
26 respond with any additional information or records, and then decide the dispute.  
27 Defendant's records will be presumed correct, but the Settlement Administrator will  
28

1 evaluate the evidence submitted by the Class Member and will make the final decision  
2 as to the merits of the dispute.

3       35. Requests for Exclusion. Any Class Member who does not affirmatively opt  
4 out of the Settlement Agreement by submitting a timely and valid Request for Exclusion  
5 will be bound by all of the Settlement Agreement's terms, including those pertaining to  
6 the Released Claims, as well as any Judgment that may be entered by the Court if it  
7 grants final approval of the Settlement. Any Class Member wishing to opt-out from the  
8 Settlement Agreement must sign and postmark a written "Request for Exclusion" to the  
9 Settlement Administrator within the Response Deadline. The Request for Exclusion  
10 must: (i) set forth the name, address, telephone number and the Class Member's  
11 employee identification number or the last four digits of the Social Security Number of  
12 the Class Member requesting exclusion; (ii) be signed by the Class Member; (iii) be  
13 returned to the Settlement Administrator; (iv) clearly state that the Class Member does  
14 not wish to be included in the Settlement; and (v) be postmarked on or before the  
15 Response Deadline. The postmark date will be the exclusive means to determine  
16 whether a Request for Exclusion has been timely submitted. The Parties and their  
17 attorneys and the Plaintiffs will not solicit or encourage any Class Member, directly or  
18 indirectly, to opt out of the Settlement Agreement. Any such action or attempt to do so  
19 will be deemed a material breach of the Agreement.

20       36. Defective Submissions. If a Class Member's Request for Exclusion is  
21 defective as to the requirements listed herein, that Class Member will be given an  
22 opportunity to cure the defect(s). The Settlement Administrator will attempt to contact  
23 the Class Member by telephone and mail the Class Member a cure letter within  
24 three (3) business days of receiving the defective submission to advise the Class  
25 Member that his or her submission is defective and that the defect must be cured to  
26 render the Request for Exclusion valid. The Class Member will have until (i) the  
27 Response Deadline or (ii) fifteen (15) calendar days from the date of the cure letter,  
28

1 whichever date is later, to postmark a revised Request for Exclusion. If the revised  
2 Request for Exclusion is not postmarked within that period, it will be deemed untimely.

3       37. Objection Procedures. To object to the Settlement Agreement  
4 (“Objection”), a Class Member must mail a written Objection to the Settlement  
5 Agreement to the Settlement Administrator and serve it on counsel for both parties on or  
6 before the Response Deadline. The Objection must include: (a) the objector’s full  
7 name, signature, address, and telephone number, and (b) a written statement of all  
8 grounds for the Objection. The postmark date of the Objection will be deemed the  
9 exclusive means for determining that the Objection is timely. Class Members who fail  
10 to object in the manner specified above will be deemed to have waived all Objections to  
11 the Settlement and will be foreclosed from making any Objections, whether by appeal  
12 or otherwise, to the Settlement Agreement. Only Class Members who serve timely  
13 Objections will have a right to appear at the Final Approval Hearing in order to have  
14 their Objections heard by the Court but a Class Member who mails a timely Objection  
15 as described above need not appear to have their Objection considered by the Court. At  
16 no time will any of the Parties or their counsel seek to solicit or otherwise encourage  
17 Class Members to submit Objections to the Settlement Agreement or appeal from the  
18 Order and Judgment. Class Counsel will not represent any Class Members with respect  
19 to any such Objections to this Settlement.

20       38. Reports Regarding Settlement Administration. The Settlement  
21 Administrator will provide Defendant’s counsel and Class Counsel a weekly report that  
22 certifies the number of Class Members who have submitted valid Requests for  
23 Exclusion, Objections, and disputes regarding employment dates and/or Workweeks  
24 calculations. Additionally, the Settlement Administrator will provide to counsel for both  
25 Parties any updated reports regarding the administration of the Settlement Agreement as  
26 needed or requested and will immediately forward to the Parties any objections mailed  
27 to the Settlement Administrator.

28



1           39. Defendant's Limited Right to Cancel. If five percent (5%) or more of the  
2 Class Members submit valid and timely Requests for Exclusion, Defendant shall have  
3 the absolute right, in its sole discretion, and notwithstanding any other provisions of the  
4 Settlement Agreement, to withdraw from, and cancel, without penalty whatsoever, the  
5 Settlement Agreement in its entirety, whereupon the Settlement Agreement will be null  
6 and void for all purposes, and may not be used or introduced in further litigation. The  
7 right can be exercised only by a writing stating clearly that Defendant is canceling, and  
8 withdrawing from, the Settlement Agreement, which is sent by counsel for Defendant to  
9 Plaintiffs' counsel by mail or email no later than five (5) business days after the  
10 Response Deadline. If the right provided in this paragraph is not so exercised, it shall  
11 be waived and cannot later be exercised.

12           40. Final Settlement Approval Hearing and Entry of Judgment. Upon  
13 expiration of the Response Deadline, a Final Approval/Settlement Fairness Hearing will  
14 be conducted to determine the Final Approval of the Settlement Agreement along with  
15 the amounts properly payable for: (i) Individual Settlement Payments; (ii) the LWDA  
16 Payment; (ii) the Class Representative Enhancement Payments; (iii) Attorneys' Fees and  
17 Costs; (iv) all Settlement Administration Costs; and (v) Employer's Payroll Taxes. The  
18 Final Approval/Settlement Fairness Hearing will not be held earlier than thirty (30) days  
19 after the Response Deadline. Class Counsel will be responsible for drafting all  
20 documents necessary to obtain final approval. Class Counsel will also be responsible  
21 for drafting the attorneys' fees and costs application.

22           41. All Terms Subject to Final Court Approval. All amounts and procedures  
23 described in this Settlement Agreement herein will be subject to final Court approval.

24           42. Invalidity of Any Provision. Before declaring any provision of this  
25 Settlement Agreement invalid, the Court will first attempt to construe the provision as  
26 valid to the fullest extent possible consistent with applicable precedents so as to define  
27 all provisions of this Settlement Agreement as valid and enforceable.  
28

1           43. Rights of Termination. Except as set forth above, if the Court or, in the  
2 event of an appeal, any appellate court modifies any material aspect of this Settlement  
3 or the proposed Preliminary Approval Order or Final Approval Order and Judgment,  
4 including but not limited to any judicial findings included therein, Plaintiffs or  
5 Defendant may terminate this Settlement as set forth below. The Parties acknowledge  
6 and agree that any modification to the terms of this Settlement relating to the scope of  
7 the release, or to Defendant's financial obligations, shall be deemed a material  
8 modification constituting grounds for cancellation or termination of the Settlement.  
9 Within fifteen (15) days of the Settlement Administrator receiving notice from any Party  
10 of such termination or failure, the Settlement Administrator shall provide the Parties  
11 with a report of all Settlement Administration Costs incurred. The Party terminating the  
12 Settlement will be responsible for paying any Settlement Administration Costs already  
13 incurred. If the Parties mutually terminate the Settlement, Plaintiffs and Defendant each  
14 will be responsible for paying fifty percent (50%) of any Settlement Administration  
15 Costs already incurred.

16           44. Judgment and Continued Jurisdiction. Contemporaneous with Plaintiffs  
17 filing the motion for final approval of the settlement, the Parties will present an agreed  
18 form of the Proposed Judgment to the Court for its consideration. The Court, in its  
19 discretion, may enter a Judgment approved by it. After entry of the Judgment, the Court  
20 will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation  
21 and enforcement of the terms of the Settlement, (ii) Settlement administration matters,  
22 and (iii) such post-Judgment matters as may be appropriate under court rules or as set  
23 forth in this Settlement Agreement.

24           45. Funding of the Gross Settlement Amount. Within ten (10) business days  
25 after the Effective Date, Defendant will deposit the Gross Settlement Amount into a  
26 settlement fund to be established by the Settlement Administrator by check, Automated  
27 Clearing House (ACH) transfer, or wire transfer.

28

1           46. Distribution and Timing of Individual Settlement Payments. Within seven  
2 (7) days of the receipt of the Gross Settlement Amount from Defendant, the Settlement  
3 Administrator shall provide Class Counsel and Defendant's counsel the administration  
4 spreadsheet, with identifying information redacted save for that of Plaintiffs, regarding  
5 the final calculations for purposes of distributing the Gross Settlement Amount. The  
6 Parties must submit any requested changes to the spreadsheet, or confirm that they do  
7 not have any requested changes, within seven (7) days of receipt. Within fourteen (14)  
8 days of both Parties confirming that they do not have requested changes to the  
9 spreadsheet, the Settlement Administrator will issue payments to: (i) Participating Class  
10 Members; (ii) the LWDA; (iii) Plaintiffs for the Class Representative Enhancement  
11 Payments; (iv) Class Counsel for attorneys' fees and costs; and (v) the appropriate  
12 taxing authorities for the Employer's Payroll Taxes. The Parties and the Settlement  
13 Administrator shall cooperate in finalizing the final calculations as contained in the  
14 spreadsheet prior to the distribution of funds from the Gross Settlement Amount to  
15 comply with the time specifications herein. The Settlement Administrator will also  
16 issue a payment to itself for Court-approved services performed in connection with the  
17 Settlement upon providing the certificate of completion described in Paragraph 48.

18           47. Unclaimed Funds. Participating Class Members will be mailed checks for  
19 their Individual Settlement Payments within 30 days of the receipt of the Gross  
20 Settlement Amount from Defendant, except that checks will not be sent to Class  
21 Members whose Notice of Class Action Settlement are returned as non-deliverable and  
22 for whom the Settlement Administrator is unable to determine a reliable address using  
23 reasonable and customary methods. Rather, the Individual Settlement Payments  
24 corresponding to Participating Class Members who cannot be located, if any, will be  
25 held by the administrator to be submitted to the California State Controller's Office in  
26 the name of the Participating Class Member at the end of the check cashing deadline of  
27 120 days. Checks will remain negotiable for 120 days. If any Participating Class  
28 Member does not cash his or her check within 120 days, the check will be void. The

1 voidance of checks shall have no effect on the Participating Class Members' release of  
2 claims, obligations, representations, or warranties as provided herein, which shall  
3 remain in full effect. The value of any uncashed checks by the 120-day deadline will be  
4 tendered by the Settlement Administrator to the California State Controller's Office in  
5 the name of the Participating Class Member. Participating Class Members who may be  
6 entitled to an Individual Settlement Payment but who were not located before the Notice  
7 of Class Action Settlement and/or the initial Distribution of Individual Settlement  
8 Payments, may request their payment from the State Controller's Office in accordance  
9 with California law.

10       48. Certification of Completion. Upon completion of administration of the  
11 Settlement, within ten (10) days after the 120-day period in Paragraph 47, the  
12 Settlement Administrator will provide a written declaration under oath to certify such  
13 completion to the Court and counsel for all Parties and to specify that monies, if any,  
14 have been provided by the Settlement Administrator to the California State Controller's  
15 Office, in the name of and for the benefit of such Participating Class Members.

16       49. No Credit Towards Benefit Plans. The Individual Settlement Payments  
17 made to Participating Class Members under this Settlement, as well as any other  
18 payments made pursuant to this Settlement, will not be utilized to calculate any  
19 additional benefits under any benefit plans for which any Class Members may be  
20 eligible, including, but not limited to: (i) profit-sharing plans, (ii) bonus plans,  
21 (iii) 401(k) plans, (iv) stock purchase plans, (v) vacation plans, (vi) sick leave plans,  
22 (vii) PTO plans, and (viii) any other benefit plan. Rather, it is the Parties' intention that  
23 this Settlement Agreement will not affect any rights, contributions, or amounts to which  
24 any Class Members may be entitled under any benefit plans.

25       50. Tax Treatment of Individual Settlement Payments. All Individual  
26 Settlement Payments will be allocated as follows: forty percent (40%) of each  
27 Individual Settlement Payment will be allocated as wages for which IRS Forms W-2  
28 will be issued; fifty percent (50%) will be allocated as alleged penalties for which IRS

1 Forms 1099-MISC will be issued; and the remaining ten percent (10%) will be allocated  
2 as interest for which IRS Forms 1099-MISC will be issued. The Settlement  
3 Administrator will issue all W-2 and 1099-MISC forms. In the event the Court is not  
4 willing to approve the Settlement with the tax allocation proposed by the Parties, this  
5 shall not be a basis for any Party to cancel or withdraw from the Settlement; rather, the  
6 Parties will work in good faith to propose another tax allocation that might be  
7 acceptable to the Court.

8       51. Administration of Taxes by the Settlement Administrator. The Settlement  
9 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members,  
10 and Class Counsel any W-2, 1099, and/or other tax forms as may be required by law for  
11 all amounts paid pursuant to this Settlement. The Settlement Administrator will also be  
12 responsible for forwarding the Employer's and Class Member's share of all payroll  
13 taxes and penalties to the appropriate government authorities.

14       52. Tax Liability. Plaintiffs and Participating Class Members understand and  
15 agree that except for the Employer's Payroll Taxes, Plaintiffs and Participating Class  
16 Members will be solely responsible for the payment of any and all taxes and penalties  
17 assessed on the payments as described herein. Defendant and Class Counsel make no  
18 representation as to the tax treatment or legal effect of the payments called for  
19 hereunder, and Plaintiffs and Participating Class Members are not relying on any  
20 statement, representation, or calculation by Defendant, Class Counsel or by the  
21 Settlement Administrator in this regard.

22       53. Confidentiality. The Parties and their respective counsel will maintain the  
23 Settlement Agreement as confidential and not publicly disclose the same (including  
24 electronically, by way of any web page, blog, tweet, social media, or other electronic  
25 means) except for the specific exceptions stated herein. This shall not apply to or limit  
26 the public filing of motions or other case materials in the Action related to seeking and  
27 obtaining Court approval of the Settlement, attorneys' fees and costs of Class Counsel,  
28 the Class Representative Enhancement Payments, and the other relief set forth in this

1 Settlement. The Parties understand and agree that there may be media coverage of the  
2 settlement not initiated by Plaintiffs or Defendant, directly or indirectly, as a result of  
3 the public filings. Notwithstanding the foregoing, both before and following the  
4 execution of this Settlement Agreement by the Parties and their respective counsel,  
5 Plaintiffs, Defendant, and their respective counsel agree that no Party shall issue any  
6 press release to the news media, nor shall any Party communicate in any way with news  
7 media concerning the Settlement or the Action except in response to specific questions,  
8 which responses shall be limited to a statement that “this litigation has been resolved to  
9 the satisfaction of all parties” and then refer media to court filings. If Plaintiffs’ counsel  
10 describe or list this Settlement on their website or other online media, they may not  
11 mention Defendant by name, but may refer to Defendant only as a “major retailer.”  
12 Plaintiffs’ counsel may also refer to this Settlement, after the filing of the motion for  
13 preliminary approval, in other court filings where prior experience is discussed.  
14 Nothing in this paragraph shall prevent Defendant from disclosing and discussing  
15 information concerning the Settlement, the settlement amount, or the circumstances  
16 surrounding or giving rise to the Settlement, prior to the filing of the preliminary  
17 approval motion either internally among company management or to the extent that  
18 Defendant believes that doing so is required under the laws, rules, or regulations  
19 applicable to publicly-traded companies, including in public filings, in communicating  
20 with investors, or in its earnings conference calls. Nothing in this paragraph shall  
21 restrict Defendant from communicating with its current employees about its pay  
22 practices or any changes thereto. Nothing in this paragraph shall restrict Plaintiffs’  
23 counsel from communicating with Class Members about the Settlement in their role as  
24 Class Counsel after Preliminary Approval, or limit the right of Defendant to disclose the  
25 terms and circumstances of the settlement to employees who have responsibility for  
26 overseeing or managing Defendant’s litigation, law firms that represent Defendant, or  
27 persons who have an obligation to be informed about Defendant’s litigation. For  
28 purposes of this section, media includes all print and digital media, including but not

1 limited to newspapers, newsletters, magazines, articles, radio, blogs, websites, and  
2 social media sites.

3 54. Confidential Documents. Within 60 days of the Effective Date, each Party  
4 shall return, or confirm the destruction of, any documents or information that another  
5 Party designated as confidential pursuant to an applicable agreement or protective order.

6 55. No Employment. Plaintiffs agree that their employment with Defendant  
7 has terminated, that they will not apply for, seek or accept employment with Defendant  
8 or, to the extent they are aware of the relationship, any current parent or subsidiary or  
9 affiliated (defined as any company in which the Defendant or their parent or subsidiaries  
10 have an ownership interest of fifty-one percent (51%) or more) entity of either at any  
11 time in the future. In the event Plaintiffs become employed by Defendant or any current  
12 parent or subsidiary or affiliated entity after the Effective Date, said employer may, in  
13 their sole and unfettered discretion, decide not to hire Plaintiffs, revoke any offer of  
14 employment, or terminate Plaintiffs' employment, and Plaintiffs agree that this  
15 Settlement Agreement provides independent and legitimate business justification for any  
16 such decision.

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

21 57. Nullification of Settlement Agreement. In the event that: (i) the Court does  
22 not finally approve the Settlement as provided herein; or (ii) the Settlement does not  
23 become final for any other reason, then this Settlement Agreement, and any documents  
24 generated to bring it into effect, will be null and void. Any order or judgment entered  
25 by the Court in furtherance of this Settlement Agreement will likewise be treated as void  
26 from the beginning. In the event that the Settlement is terminated or cancelled or fails  
27 to become effective, the Parties shall be deemed to have reverted *nunc pro tunc* to their  
28 respective status as of the date and time immediately before the execution of this

1 Agreement and they shall proceed in all respects as if this Agreement had not been  
2 executed, and without prejudice in any way from the negotiation, fact, or terms of this  
3 Settlement.

4 58. Exhibits Incorporated by Reference. The terms of this Settlement  
5 Agreement include the terms set forth in any attached Exhibits, which are incorporated  
6 by reference as though fully set forth herein. Any Exhibits to this Settlement Agreement  
7 are an integral part of the Settlement.

8 59. Entire Agreement. This Settlement Agreement and any attached Exhibits  
9 constitute the entirety of the Parties' settlement terms. No other prior or  
10 contemporaneous written or oral agreements may be deemed binding on the Parties.

11 60. Amendment or Modification. This Settlement Agreement may be amended  
12 or modified only by a written instrument signed by all Parties or their successors-in-  
13 interest.

14 61. Binding on Successors and Assigns. This Settlement Agreement will be  
15 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,  
16 as previously defined.

17 62. California Law Governs. All terms of this Settlement Agreement and  
18 Exhibits hereto will be governed by and interpreted according to the laws of the State of  
19 California.

20 63. Execution and Counterparts. This Settlement Agreement is subject only to  
21 the execution of all Parties. However, the Settlement may be executed in one or more  
22 counterparts. All executed counterparts and each of them, including facsimile and PDF  
23 or other scanned copies of the signature page, will be deemed to be one and the same  
24 instrument for all purposes in effecting and enforcing this Settlement Agreement.

25 64. Waiver of Certain Appeals. The Parties agree to waive appeals; except,  
26 however, that either party may appeal any court order that materially alters the  
27 Settlement Agreement's terms.

28



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

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

11           67. Representation By Counsel. The Parties acknowledge that they have been  
12 represented by counsel throughout all negotiations that preceded the execution of this  
13 Settlement, and that this Settlement has been executed with the consent and advice of  
14 counsel. Further, Plaintiff and Class Counsel warrant and represent that there are no  
15 liens on the Settlement Agreement.

16           68. Cooperation and Execution of Necessary Documents. All Parties agree to  
17 cooperate in the administration of the settlement and to make all reasonable efforts to  
18 control and minimize the costs and expenses incurred in administration of the  
19 Settlement, and will cooperate in good faith and execute all documents to the extent  
20 reasonably necessary to effectuate the terms of this Settlement Agreement. If the Parties  
21 are unable to reach agreement on the form or content of any document needed to  
22 implement the Settlement, or on any supplemental provisions that may become  
23 necessary to effectuate the terms of this Settlement, the Parties may seek the assistance  
24 of the Court to resolve such disagreement.

25           69. Authorization to Enter Into Settlement Agreement. Counsel for all Parties  
26 warrant and represent they are expressly authorized by the Parties whom they represent  
27 to negotiate this Settlement Agreement and to take all appropriate action required or  
28 permitted to be taken by such Parties pursuant to this Settlement Agreement to

1 effectuate its terms and to execute any other documents required to effectuate the terms  
2 of this Settlement Agreement.

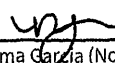
3 70. Binding Agreement. The Parties warrant that they understand and have full  
4 authority to enter into this Settlement, and further intend that this Settlement will be  
5 fully enforceable and binding on all parties, and agree that it will be admissible and  
6 subject to disclosure in any proceeding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

9 **SIGNATURES**

10 **READ CAREFULLY BEFORE SIGNING**

11 **PLAINTIFFS**

12  
13 Dated: Nov. 18, 2019

14 By   
15 Norma Garcia (Nov 18, 2019)  
16 Norma Garcia

17 Dated: \_\_\_\_\_, 2019

18 By \_\_\_\_\_  
19 Karina Andrade

20 **DEFENDANT**

21 Dated: \_\_\_\_\_, 2019

22 By \_\_\_\_\_  
23 Tapestry, Inc.

24 **APPROVED AS TO FORM**

25 **AKIN GUMP STRAUSS HAUER &**  
26 **FELD LLP**

27 Dated: \_\_\_\_\_, 2019

28 By \_\_\_\_\_  
Gregory W. Knopp  
Attorneys for Defendant Tapestry, Inc.

1 effectuate its terms and to execute any other documents required to effectuate the terms  
2 of this Settlement Agreement.

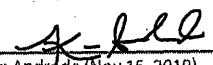
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5 fully enforceable and binding on all parties, and agree that it will be admissible and  
6 subject to disclosure in any proceeding to enforce its terms, notwithstanding any  
7 mediation confidentiality provisions that otherwise might apply under federal or state  
8 law.

9 **SIGNATURES**

10 **READ CAREFULLY BEFORE SIGNING**

11 **PLAINTIFFS**

12  
13 Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
14 Norma Garcia

15  
16 Dated: November 15, 2019 By   
17 Karina Andrade (Nov 15, 2019)  
18 Karina Andrade

19 **DEFENDANT**

20 Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
21 Tapestry, Inc.

22  
23 **APPROVED AS TO FORM**

24 **AKIN GUMP STRAUSS HAUER &  
25 FELD LLP**

26  
27 Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
28 Gregory W. Knopp  
Attorneys for Defendant Tapestry, Inc.

1 effectuate its terms and to execute any other documents required to effectuate the terms  
2 of this Settlement Agreement.

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

9 **SIGNATURES**

10 **READ CAREFULLY BEFORE SIGNING**

11 **PLAINTIFFS**

12  
13 Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
14 Norma Garcia

15  
16 Dated: \_\_\_\_\_, 2019 By \_\_\_\_\_  
17 Karina Andrade

18 **DEFENDANT** *Tapestry, Inc*

19 Dated: November 15, 2019 By \_\_\_\_\_  
20 *Sarah Dunn*  
21 *Sarah Dunn*  
22 *Tapestry, Inc*  
23 *OFFICE*

24 **APPROVED AS TO FORM**


25 **AKIN GUMP STRAUSS HAUER &  
26 FELD LLP**

27 Dated: November 15, 2019 By \_\_\_\_\_  
28 *GG*  
Gregory W. Knopp  
Attorneys for Defendant Tapestry, Inc.

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**FERNANDEZ & LAUBY LLP**

Dated: 11/18, 2019

By   
Brian J. Mankin  
Attorneys for Plaintiffs and the Proposed  
Class