

NOTICE OF SETTLEMENT OF CLASS ACTION

Jena N. Tincher v. Hurley International, LLC, et al.
United States District Court for the Central District of California
Case No. 2:19-cv-04104-GW-JCx

To: All current and former non-exempt, hourly employees working at Hurley retail stores in California at any time between March 14, 2015 through May 13, 2020.

THIS NOTICE is of a proposed Settlement of a class action and representative action lawsuit in which you may be entitled to receive money (“Settlement”). Your rights may be affected by the legal proceedings in this action. Please review this notice carefully.

You will automatically receive a share of the Individual Settlement Payment. If you do not want to receive a share of the Individual Settlement Payment, you must affirmatively opt out of this Settlement by completing and submitting a timely and valid Request for Exclusion.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
YOU MAY DO NOTHING	<p>If you take no further action, you will remain a Class Member, represented by Class Counsel.</p> <p>You will receive a share of the Individual Settlement Payment and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, <i>et seq.</i>, and California Unfair Competition Law under California Business and Professions Code §§ 17200, <i>et seq.</i></p> <p>As a Class Member, you will not be charged for the services of Class Counsel.</p>
YOU MAY EXCLUDE YOURSELF	<p>You may submit a Request for Exclusion to “opt out” of this Settlement. If you do not want to remain a Class Member, you must submit the enclosed Request for Exclusion to “opt out” of the Settlement.</p> <p>If you submit a timely and valid Request for Exclusion, you will not receive any Individual Settlement Payment.</p> <p>If you opt out, you may not object to the Settlement and will not be bound by the release provisions in the Settlement Agreement. You will be free to pursue any claims you may have against Defendants on your own behalf, but Class Counsel will not represent you.</p>

<p>YOU MAY EXCLUDE YOURSELF (CONTINUED)</p>	<p>In order to exclude yourself from the Class, you must submit the completed Request for Exclusion to the Settlement Administrator, Tincher v. Hurley International, LLC, et al. Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 so that it is postmarked no later than August 17, 2020. If you do not comply with these procedures and the deadline for exclusions, you will lose any opportunity to exclude yourself from the Settlement, and your rights will be determined in this lawsuit by the Settlement Agreement if it is approved by the Court and you may not recover under any other individual settlement agreement with respect to the Release of Claims, including California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, et seq., and California Unfair Competition Law under California Business and Professions Code §§ 17200 et seq.</p>
<p>YOU MAY OBJECT</p>	<p>You may object to the Settlement by timely submitting a written objection.</p> <p>If the Court grants final approval of the Settlement despite your objection, you will receive a share of the Settlement (“Individual Settlement Payment”) and will be bound by the release provisions of the Settlement Agreement with respect to the California Labor Code, California Industrial Welfare Commission Wage Orders, California Private Attorneys General Act of 2004 under California Labor Code §§ 2968, et seq., and California Unfair Competition Law under California Business and Professions Code §§ 17200 et seq.</p> <p>In order to make a timely and valid objection, you must complete and submit a written objection and send it to the Settlement Administrator, Tincher v. Hurley International, LLC, et al. Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, postmarked no later than August 17, 2020. Class Counsel will file your objection with the Court. The objection must include (1) the case name and number, (2) your full name, last four digits of your Social Security Number, and current address, (3) and must set forth, in clear and concise terms, a statement of the reasons why the objector believes that the Court should find that the proposed Settlement is not in the best interest of the Class and the reasons why the Settlement should not be approved, including the legal and factual arguments supporting the objection. If you wish to appear at the Settlement Hearing and be heard orally in support of, or in opposition to the Settlement, you must state so in the objection. If you do not comply with the procedures for submitting an objection, as set forth in this notice, and the deadline for objections, you will lose any opportunity to have your objection considered by the Court or otherwise to contest the approval of the Settlement or to appeal from any orders or judgments entered by the Court in connection with the Proposed Settlement.</p> <p>PLEASE NOTE: If you do not wish to be represented by Class Counsel, you may hire your own attorney at your own expense. Your attorney must send a Notice of Appearance to the Settlement Administrator, Tincher v. Hurley International, LLC, et al. Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, so that it is postmarked on or before August 17, 2020. You will be responsible for any attorneys’ fees and costs charged by your attorney.</p>

I. Why should I read this Notice?

This Notice outlines a Settlement for a class action and representative action lawsuit. If the Court approves the proposed Settlement, your legal rights may be affected. This Notice, which has been approved by the Court, is only a summary. A more detailed Joint Stipulation of Class Action Settlement and Release of Claims (“Settlement Agreement”) is on file with the Court, where it is available for your review.

II. What is this lawsuit about?

A lawsuit entitled *Jena N. Tincher v. Hurley International, LLC, et al.* is now pending in the United States District Court for the Central District of California, Case No. 2:19-cv-04104-GW-JCx, in Los Angeles (the “Lawsuit”). Plaintiff Jena N. Tincher (“Plaintiff”) has alleged claims against Defendants Hurley International, LLC and Nike, Inc. (collectively, “Defendants”) under the California Labor Code and the California Unfair Competition Law.

Plaintiff brought this Lawsuit as a class action on behalf of herself and other similarly situated employees and “aggrieved” employees, and is claiming that Defendants failed to pay minimum, overtime, and double time wages; failed to pay wages for work performed off-the-clock; failed to provide meal periods; failed to authorize and permit rest periods; failed to provide accurate wage statements; and failed to pay final wages upon termination. Plaintiff seeks a monetary recovery on behalf of the Class for the alleged violations, along with penalties, interest, restitution, costs, and attorneys’ fees.

Defendants contend that they have complied with all laws and deny the allegations in this Lawsuit. The Court has not formed any opinions concerning the merits of the Lawsuit, and the Court has not ruled on any of the claims. The Court also has not yet ruled that the Lawsuit satisfies the requirements for a class action. This Settlement is intended to resolve the Lawsuit in order to avoid the uncertainties associated with subsequent decisions to be issued by the Court.

III. Who is covered by the class action lawsuit and the proposed Settlement?

- A. The Settlement Class.** The Court granted preliminary approval of the Settlement and authorized this Notice. The Court defined the “Settlement Class” as including all current and former non-exempt, hourly employees working at Hurley retail stores in California at any time between March 14, 2015 through May 13, 2020.
- B. The Effect of Membership in the Settlement Class.** If you come within the definition of the Settlement Class, you are eligible for compensation and are subject to the terms of the Settlement, unless you file the enclosed Request for Exclusion to opt out of the Settlement Class. Members of the Settlement Class are eligible to receive the benefits created by the proposed Settlement and will be bound by the Settlement if it is approved by the Court. Persons who exclude themselves from the Class will not be bound by the Settlement and will not share in the Settlement proceeds, but may pursue their own timely individual claims against Defendants.

IV. What are the terms of the Settlement?

The proposed Settlement was negotiated between Defendants and the attorneys for the Settlement Class (“Class Counsel”). The attorneys for all of the Parties believe this Settlement is in the best interest of the members of the Settlement Class.

Monetary Compensation

- Defendants shall provide the members of the Settlement Class monetary compensation in the maximum total amount of \$250,000 (the “Gross Settlement Amount”). The Gross Settlement Amount will deduct amounts awarded by the Court for attorneys’ fees and costs, administrative expenses, payment to the California LWDA, and enhancement payments to the Plaintiff who filed the Lawsuit. The remainder of the Gross Settlement Amount is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be paid as Individual Settlement Payments to Settlement Class Members who do not opt out of the Settlement.
- Each Settlement Class Member’s proportional share of the Net Settlement Amount will be determined by dividing the number of days worked by the Settlement Class Member for Defendants at any time during the period of March 14, 2015 through May 13, 2020 (the “Class Period”) by all days worked by all Settlement Class Members during the Class Period, multiplied by the Net Settlement Amount.
- Defendants, through the Settlement Administrator, shall pay the amounts awarded by the Court for attorneys’ fees and costs, administrative expenses, enhancements, payments to the LWDA, and the amounts claimed by the Settlement Class Members, within 30 days after the Effective Date of the Settlement Agreement. The Effective Date is defined as follows: the 15th day after the date by which the last of the following has occurred: (a) all conditions of Settlement have been satisfied; (b) the Court has entered and filed the Final Approval Order and Judgment; and (c) the time period for appeal of the Judgment has been exhausted without any appeals having been filed, and/or all such appeals have been voluntarily or involuntarily dismissed, and/or the appropriate appellate court or courts have entered a final judgment affirming the Final Approval Order and Judgment of the Court and the final judgment of such appellate court or courts is no longer subject to any further appellate challenge or procedure.

Fees and Expenses

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of attorneys’ fees in an amount up to \$83,333, (which is 33 and 1/3% of total Gross Settlement Amount of \$250,000) and an award of costs in an amount up to \$15,000. Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Settlement Class Members.

Settlement Administration Costs

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of Settlement administration costs of up to \$14,000 for a third-party class-action administrator, CPT Group, Inc. for the administrative services in connection with this Settlement. Such payments, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Settlement Class Members.

Class Representative Incentive Payment

When seeking Final Approval of the proposed Settlement, Class Counsel will apply to the Court for an award of incentive payment of up to \$15,000 for the Plaintiff for her service as Class Representative. Such payment, if approved by the Court, will be deducted from the Gross

Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

The Portion of the PAGA Payment To The LWDA

When seeking Final Approval of the proposed Settlement, Class Counsel will seek approval for a payment to the California Labor & Workforce Development Agency (“LWDA”) in the amount of \$3,000. Such payment, if approved by the Court, will be deducted from the Gross Settlement Amount before calculation of the Net Settlement Amount available for distribution to the Class Members.

Release Of Claims

- Upon the Court’s approval of the Settlement, judgment will be entered fully and finally settling the Lawsuit as to all Settlement Class Members.
- As a result of the Settlement and judgment to be entered, Plaintiff and the Settlement Class Members who did not opt out of the Settlement by filing a timely, valid Request for Exclusion, will have released and discharged Defendants and any of their affiliates, parents, subsidiaries, divisions, predecessors, successors, and assigns, and each of their officers, directors, board members, trustees, shareholders, employees, agents, attorneys, auditors, accountants, experts, contractors, stockholders, representatives, partners, insurers, reinsurers, and other persons acting on their behalf, and each of them (collectively, the “Released Parties”) from any and all claims, rights, demands, charges, complaints, causes of action, obligations, or liability of any and every kind that were or could have been asserted based on the facts alleged in any version of the complaints filed in this Lawsuit including, those for: (1) all claims for alleged failure to pay minimum, straight time, overtime, or double time wages, failure to pay wages for off-the-clock work, failure to pay wages for time spent in connection with bag checks, security checks, or exit inspections, and failure to pay other wages of any kind during employment either under the California Labor Code, the FLSA, or common law; (2) failure to provide meal periods or pay meal period premiums; (3) failure to authorize and permit rest periods or pay rest period premiums; (4) failure to pay final wages due at separation or upon termination; (5) failure to provide accurate and itemized wage statements; (6) claims brought under Business & Professions Code section 17200 *et seq.* including, but not limited to, all claims for unfair, unlawful and harmful conduct to class members, the general public and Defendants’ competitors and claims of unlawfully gaining an unfair advantage over other businesses; (7) PAGA claims for civil penalties due to any Labor Code violations by Defendants arising out of or related to events alleged in the Complaint including, but not limited to, Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, and 1198; (8) any and all claims arising out of alleged violations of the California Labor Code, including sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, and 1198, and California Industrial Welfare Commission Wage Order No. 7-2001; (9) penalties of any nature; (10) interest; (11) attorneys’ fees and costs; and (12) any other claims arising out of or related to the Complaint filed in the Action through final approval of the Settlement.

If you do NOT exclude yourself from the Settlement Class by following the procedures set forth in the Request for Exclusion and the Court approves the proposed Settlement, you will be deemed to have entered into the Release in the Settlement Agreement.

V. How do I receive a payment?

Any Class Member who wishes to be considered for any payment under this Settlement must not submit a Request for Exclusion. If a Class Member does not submit a Request for Exclusion he or she will receive a share of the Individual Settlement Payment.

The Individual Settlement Payment is based on the number of days you worked during the period covered by the Settlement. Defendants' records show that you have worked _____ days. If you dispute the number of days worked on the Notice, you may produce, by no later than ten (10) days from the date the Notice is postmarked, evidence to the Settlement Administrator showing that such information is inaccurate. All disputes will be decided within seven (7) business days from the date the dispute is received by the Settlement Administrator. The Settlement Administrator may be contacted at Tincher v. Hurley International, LLC, et al. Settlement Administrator c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606 or 1-888-416-1701.

VI. Who represents the Class?

The Court has designated Plaintiff Jena N. Tincher as Class Representative in the Lawsuit. The attorneys that serve as Class Counsel are David G. Spivak of The Spivak Law Firm, and Walter Haines of United Employees Law Group.

If you have questions about the Settlement, or the procedures outlined in this Notice, you should contact Class Counsel. For purposes of this Notice, Class Counsel to be contacted shall be David G. Spivak (david@spivaklaw.com), 16530 Ventura Boulevard, Suite 203, Encino, CA 91436.

Do not contact the Court.

VII. What are the reasons for the Settlement?

The Parties agreed to enter into this proposed Settlement after weighing the risks and benefits of this Settlement compared with those of continuing the Lawsuit. The factors considered included the uncertainty and delay associated with continued legal proceedings, a trial and appeals, and the uncertainty of several important legal issues that have yet to be determined. The Parties balanced these and other substantial risks in determining that the proposed Settlement is fair, reasonable, and adequate in light of all circumstances and in the best interests of Settlement Class Members.

If the Lawsuit continued, the Court might rule in favor of Defendants and the Settlement Class Members might not receive any recovery or monetary compensation. Defendants agreed to this proposed Settlement in order to avoid the expense and distraction associated with continued legal proceedings and the chance that the Court might rule in favor of the Settlement Class Members.

IX. When is the Court hearing and what is it for?

On September 24, 2020 at 8:30 a.m., the Hon. George H. Wu will hold a public hearing in Courtroom 9D, 9th Floor of the United States District Court for the Central District of California, 350 West 1st Street, Los Angeles, CA 90012, for the purposes of determining whether the proposed Settlement is fair, adequate and reasonable and should be approved, whether to approve Class Counsel's applications for attorneys' fees and costs, and whether to approve the named Plaintiff's request for enhancements. Settlement Class Members who support the proposed Settlement do not need to appear at the hearing and do not need to take any other action to indicate their approval.

X. Where can I get more information?

If you have questions about this Notice, the enclosed Request for Exclusion, or the Settlement, or if you did not receive this Notice in the mail and you believe that you are or may be a member of the Settlement Class, you should contact *Tincher v. Hurley International, LLC, et al. Settlement Administrator* c/o CPT Group, Inc. 50 Corporate Park, Irvine, CA 92606, for more information or to request that a copy of this Notice be sent to you in the mail. You may also request a copy of the full Settlement Agreement.

If you wish to communicate directly with Class Counsel, you may contact David G. Spivak (david@spivaklaw.com), 16530 Ventura Boulevard, Suite 203, Encino, CA 91436. You may also seek advice and guidance from your own private attorney at your own expense if you so desire.

This Notice is only a summary. For more detailed information, you may review the Settlement Agreement, containing the complete terms of the proposed Settlement, which is on file with the Court and available to be inspected at any time during regular business hours at the Clerk's Office, United States District Court for the Central District of California, 255 East Temple Street, Los Angeles, CA 90012. You may also review the pleadings, records, and other papers on file in this lawsuit at the Clerk's Office.

PLEASE DO NOT WRITE OR TELEPHONE THE COURT OR DEFENDANTS FOR INFORMATION ABOUT THE PROPOSED SETTLEMENT OR THIS LAWSUIT.

**QUESTIONS? CALL 1-888-416-1701
VISIT OUR WEBSITE AT www.cptgroup.com/hurleysettlement**