

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

BANDARA ET AL. V. BONOBOs, INC. ET AL., CASE NO. 20STCV27353

The Superior Court for the State of California, County of Los Angeles authorized this Notice. Read it carefully! It is not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.

You may be eligible to receive money from a class action lawsuit (“Action”) against Bonobos, Inc., and Observatory Marketing LLC (“Bonobos” and “Observatory”) (collectively, “Defendants”) for alleged wage and hour and other violations. The Action was filed by seven individuals who participated in the Project 172/Evolve the Definition photoshoot that occurred in March 2018 (the “Production”). Meth Bandara, Justin Dungee, Cory Lee Granet, Thomas Price, Portia Bartley, Asha Doucet, and Laith A. De La Cruz (“Plaintiffs”) seek payment of back wages and other relief for a class of those who participated in the production of the Project 172/Evolve the Definition 2018 photoshoot (“Class Members”).

The proposed Settlement is a Class Settlement requiring Defendants to fund Individual Class Payments.

Your Individual Class Payment is estimated to be \$<<ESA>>. The actual amount you may receive likely will be different and will depend on a number of factors.

The Individual Class Payment is based on Defendants’ records showing that **you participated (i.e., were photographed, recorded and/or videotaped) in the Production.**

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and their attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Class Members to give up their rights to assert certain claims against Defendants.

You have two basic options under the Settlement:

- (1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment. As a Participating Class Member, though, you will give up your right to assert certain claims against Defendants.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue claims against Defendants.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the claims against Defendants that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement The Opt-out Deadline is February 12, 2024	If you don’t want to participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by February 12, 2024	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduce the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the April 2, 2024 Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on April 2, 2024 . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are actors and models who participated in a photo and video shoot to promote Bonobos’ clothing products. The Action alleges that Bonobos and Observatory are employers of the actors and models, and alleges Bonobos and Observatory violated California laws by failing to pay overtime wages, minimum wages, wages due upon termination and failing to provide meal periods, rest breaks and accurate itemized wage statements. Plaintiffs also allege that they and Class Members did not receive all usage fees owed, and as such, Bonobos violated California’s Right of Publicity laws. Plaintiffs are represented by attorneys in the Action: Frank Kim and Helen Kim of Helen Kim Law, APC and Dara Tabesh Ecotech Law Group, P.C. (“Class Counsel.”)

Bonobos and Observatory deny that they are the employers or joint employers of Plaintiffs or any other talent who participated in Project 172/Evolve the Definition, deny violating any laws or failing to pay any wages, and deny failing to pay any owed usage fees.

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

So far, the Court has made no determination whether Plaintiffs, Bonobos or Observatory are correct. In the meantime, Plaintiffs, Bonobos and Observatory hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiffs, Bonobos and Observatory have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Bonobos and Observatory do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel believe the Settlement is a good deal for you because they believe that: (1) Bonobos and Observatory have agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Bonobos and Observatory Will Collectively Pay the Total of \$480,000 as the Gross Settlement Amount (Gross Settlement). Bonobos and Observatory have agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, employer and employee payroll taxes and withholdings, the Administrator’s expenses, and any other costs or expenses relating to the Settlement. Assuming the Court grants Final Approval, Bonobos and Observatory will fund the Gross Settlement not more than thirty (30) days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - A. Up to \$160,000 (33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$28,000 as Class Representative Service Payments to Plaintiffs for filing the Action, working with Class Counsel, and representing the Class.
 - C. Up to \$8,000 to the Administrator for services administering the Settlement.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their participation as talent in the Project 172/Evolve the Definition campaign.
4. Taxes Owed on Payments to Class Members. Plaintiffs, Bonobos and Observatory are asking the Court to approve an allocation of 25% of each Individual Class Payment to taxable wages ("Wage Portion") and 75% to interest, penalties, and right of publicity claims ("Non-Wage Portion"). The Administrator will report the Wage Portions of the Individual Class Payments, which will be subject to withholdings, on IRS W-2 Forms. The Individual Class Payments will be calculated in a manner to provide each Participating Class Member with a pro rata share of the Net Settlement less an amount sufficient to pay the Employee and Employer Taxes required. The Administrator will report the Non-Wage Portions of the Individual Class Payments, which are not subject to withholdings, on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments will show the date when the check expires (the void date). If you don't cash the check by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the value of your Individual Class Payment is sent to the California Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you opt-out, as provided in Paragraph 6, below. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue claims against Bonobos and Observatory.
7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: In the event Final Approval is denied, or the Judgment is reversed on appeal, Bonobos and Observatory will not pay any money and Class Members will not release any claims against Bonobos and Observatory.

8. Administrator. The Court has appointed a neutral company, **ILYM** Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release. After the Judgment is final, and Bonobos and Observatory have fully funded the Gross Settlement, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Bonobos and Observatory or related entities for the claims alleged, or that could have been alleged in the Action, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from any and all claims, rights, demands, liabilities, and causes of action arising from the alleged violation of any provision of common law, California law, and/or federal law which was or could have been raised based on the facts in Plaintiffs’ operative complaint, including claims based on, but not limited to, the California Labor Code, California Code of Regulations, Title 8 Section 11000 et seq., the applicable Industrial Welfare Commission (IWC) Wage Orders, Business & Professions Code §§ 17200–17208, Civil Code § 3344, or any related damages, penalties, restitution, disgorgement, interest or attorneys’ fees, that arose during the Class Period.

“Released Parties” means: BNWHP, LLC f/k/a Bonobos, Inc., Bonobos, Inc., and Observatory, their respective current and former parent companies, subsidiaries, affiliates and agents, and each of their respective former and present directors, officers, shareholders, owners, members, employees, attorneys, insurers, predecessors, successors, and assignees (in their individual and/or official capacities).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

The Administrator will calculate your payment by dividing the Net Settlement Amount by the total number of Participating Class Members, and the quotient will be the amount of your payment.

5. HOW WILL I GET PAID?

Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn’t opt-out).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator’s contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Bandara, et al. v. Bonobos, Inc. and Observatory Marketing, LLC*, Case No. 20STCV27353, and include your identifying information (full name, address, telephone number, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by February 12, 2024, or it will be invalid.** Section 9 of the Notice has the Administrator’s contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs, Bonobos and Observatory are asking the Court to approve. At least seven (7) days before the **April 2, 2024**, Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair,

and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website at www.ilymgroup.com/Bonobos.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is February 12, 2024.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Bandara, et al. v. Bonobos, Inc. and Observatory Marketing, LLC, Case No. 20STCV27353* and include your name, current address, and telephone number, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **April 2, 2024**, at **10:00 a.m.**, in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiffs, Bonobos and Observatory have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group Inc.'s website at www.ilymgroup.com/Bonobos. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 20STCV27353. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Name of Attorney: **Frank H. Kim**
Email Address: frank@helenkimlaw.com
Name of Firm: **HELEN KIM LAW, APC**
Telephone: **(323) 482-3300**
Mailing Address: **3435 Wilshire Blvd, Suite 2700
Los Angeles, CA 90010**

Class Counsel:

Name of Attorney: **Dara Tabesh**
Email Address: dara.tabesh@ecotechlaw.com
Name of Firm: **Ecotech Law Group, P.C.**
Telephone: **(415) 503-9164**
Mailing Address: **5 Third Street, Suite 700
San Francisco, CA 94103**

Settlement Administrator:

Name of Company: ILYM Group, Inc.

Email Address: claims@ilymgroup.com

Mailing Address: P.O. Box 2031 Tustin, CA 92781

Telephone: (888) 250-6810

Fax Number: (888) 845-6185

Website: www.ilymgroup.com/Bonobos

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement, check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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