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CAROLINE STYNE and SUZANNE GOIN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

STEPHANIE FORTUNE, on behalf of herself
and all others similarly situated,

Plaintiffs,

v.

AMOROSO LIMITED PARTNERSHIP, a
California limited partnership doing business as
A.O.C.; CAROLINE STYNE, an individual;
SUZANNE GOIN, an individual, and DOES 1
through 100, inclusive,

Defendants.

CASE NO.: 20STCV25874

[Assigned to the Hon. Carolyn B. Kuhl in
Dept. 12]

CLASS ACTION

**JOINT STIPULATION RE: CLASS
ACTION AND REPRESENTATIVE
ACTION SETTLEMENT**

Action Filed: July 10, 2020

Trial Date: None Set

This Joint Stipulation re: Class Action and Representative Action Settlement
("Settlement" or "Agreement" or "Settlement Agreement") is made by and between plaintiff

STEPHANIE FORTUNE (“Plaintiff”) individually and on behalf of the Settlement Class, as defined below, on the one hand; and defendant Amoroso Limited Partnership, doing business as A.O.C. (“Amoroso”), defendant Caroline Styne (“Styne”) and defendant Suzanne Goin (“Goin”), collectively referred to herein as “Defendants”, on the other hand, in the lawsuit entitled *Fortune v. Amoroso Limited Partnership, et al.* filed in Los Angeles County Superior Court, Case No. 20STCV25874. Plaintiff and Defendants shall be, at times, collectively referred to as the “Parties”. This Agreement is intended by the Parties to fully, finally, and forever resolve, discharge and settle the claims as set forth herein, based upon and subject to the terms and conditions of this Agreement.

1. DEFINITIONS

A. “Action” means *Fortune v. Amoroso Limited Partnership, et al.*, filed in Los Angeles County Superior Court, Case No. 20STCV25874.

B. “Aggrieved Employees” means Class Members working for Defendants during the PAGA Period as non-exempt, hourly-paid employees.

C. “Class Counsel” means: David D. Bibiyan, Sara Ehsani- Nia, and Diego Aviles of Bibiyan Law Group, P.C. The term “Class Counsel” shall be used synonymously with the term “Plaintiff’s Counsel.”

D. “Class Period” means the period from July 10, 2016 through December 1, 2021.

E. “Court” means the Superior Court of the State of California for the County of Los Angeles.

F. “Defendants” means, collectively, Amoroso Limited Partnership, a California limited partnership doing business as A.O.C., Caroline Styne, and Suzanne Goin.

G. “Effective Final Settlement Date” means the effective date of this Settlement or Final Settlement Date shall be: (1) the date of final affirmation of the Court’s signed Order and Judgment granting final approval of this Settlement (“Final Approval”) from any appeal, the expiration of the time for, or the denial of, a petition to review the Final Approval, or if review is granted, the date of final affirmation of the Final Approval following review pursuant to that grant; or (2) the date of final dismissal of any appeal from the Final Approval or the final

1 dismissal of any proceeding to review the Final Approval, provided that the Final Approval is
2 affirmed and/or not reversed in any part; or (3) if no class members intervene but objections are
3 filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Final
4 Approval of the Settlement, as determined under Rule 8.104(a)(3) of the California Rules of
5 Court or (4) if no class members intervene and there are no objections, the date the Court enters
6 the Final Approval Order and Final Judgment.

7 **H. "Employer Taxes"** means employer-funded taxes and contributions imposed on
8 the wage portions of the Individual Settlement Payments under the Federal Insurance
9 Contributions Act, the Federal Unemployment Tax Act, and any similar state and federal taxes
10 and contributions required of employers, such as for unemployment insurance.

11 **I. "General Release"** means the general release of all claims by Plaintiff in the
12 Action, which is in addition to her release of claims as a Participating Class Member and
13 Aggrieved Employee.

14 **J. "Gross Settlement Amount"** means a non-reversionary fund in the sum of Three
15 Hundred Twenty-Five Thousand Dollars and Zero Cents (\$325,000.00),¹ which shall be paid by
16 Defendants, twenty-one days after the Effective Final Settlement Date, and from which all
17 payments for the Individual Settlement Payments to Participating Class Members and the Court-
18 approved amounts for attorneys' fees and reimbursement of litigation costs and expenses to Class
19 Counsel, Settlement Administration Costs, the Service Award to Plaintiff, , the PAGA Payment,
20 and the LWDA Payment shall be paid for resolution of Plaintiff's cause of action for civil
21 penalties under the Labor Code Private Attorneys' General Act, codified at Labor Code Section
22 2698, *et seq.* ("PAGA"), interest and certain taxes shall be paid. It expressly excludes Employer
23 Taxes, which shall be paid by Defendants separate and apart from the Gross Settlement Amount.

24 **K. "Individual PAGA Payment"** means a payment made to an Aggrieved
25 Employee of his or her share of the PAGA Payment, which may be in addition to his or her
26 Individual Settlement Share.

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¹ As the same may be increased in accordance with Paragraph 16, below.

1 **L. “Individual Settlement Payment”** means a payment to a Participating Class
2 Member of his or her net share of the Net Settlement Amount.

3 **M. “Individual Settlement Share”** means the gross amount of the Net Settlement
4 Amount that a Participating Class Member is eligible to receive based on the number of
5 Workweeks that he or she worked as a Participating Class Member during the Class Period if he
6 or she does not submit a timely and valid Request for Exclusion.

7 **N. “LWDA Payment”** means the payment to the State of California Labor and
8 Workforce Development Agency (“LWDA”) for its seventy-five percent (75%) share of the total
9 amount allocated toward penalties under the PAGA all of which is to be paid from the Gross
10 Settlement Amount. The Parties have agreed that Ten Thousand Dollars and Zero Cents
11 (\$10,000.00) shall be allocated toward PAGA penalties, of which Seven Thousand Five Hundred
12 Dollars and Zero Cents (\$7,500.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and
13 Two Thousand, Five Hundred Dollars and Zero Cents (\$2,500.00) will be paid to Aggrieved
14 Employees on a *pro rata* basis based on the Workweeks worked in the PAGA Period

15 **O. “Net Settlement Amount”** means the portion of the Gross Settlement Amount
16 that is available for distribution to the Participating Class Members after deductions for the Court-
17 approved allocations for Settlement Administration Costs, a Service Award to Plaintiff, an award
18 of attorneys’ fees, reimbursement of litigation costs and expenses to Class Counsel, the LWDA
19 Payment, and the PAGA Payment.

20 **P. “Operative Complaint” or “Complaint”** means collectively the Complaint that
21 was filed with the Los Angeles Superior Court on July 10, 2020, the First Amended Complaint
22 e-filed with the Los Angeles Superior Court on October 7, 2020 and Plaintiff Stephanie Fortune’s
23 written notice to the LWDA, dated May 26, 2020 and amended written notice to the LWDA
24 dated June 15, 2020 which expanded on the alleged Labor Code violations asserted by Plaintiff.

25 **Q. “PAGA Payment”** is the \$2,500 payment payable to Aggrieved Employees,
26 which would be in addition to their Individual Settlement Share, so long as they do not opt out
27 of the Settlement.

28 **R. “PAGA Period”** means the period from May 29, 2019 through December 1, 2021.

1 **S. “Participating Class Members”** means all Settlement Class Members who do
2 not submit a timely and valid Request for Exclusion.

3 **T. “Participating Class Member’s Individual Settlement Share”** means the gross
4 amount of the Net Settlement Amount that a Participating Class Member is eligible to receive
5 based on the number of Workweeks that he or she worked as a Participating Class Member during
6 the Class Period once all opt-outs have been factored in, excluding any Individual PAGA
7 Payment to which he or she may be entitled if he or she is also an Aggrieved Employee.

8 **U. “Plaintiff”, “Named Plaintiff” or “Class Representative”** shall refer to
9 Plaintiff Stephanie Fortune.

10 **V. “Preliminary Approval Date”** means the date on which the Court enters an
11 Order granting preliminary approval of the Settlement.

12 **W. “Released Parties”** shall mean Defendants and each of their past, present, and
13 future respective subsidiaries, dba’s, affiliates, PEOs, staffing agencies, parents, predecessors,
14 successors, divisions, joint ventures, investors and assigns, and their respective current and
15 former employees, managing agents, partners, servants, consultants, agents, directors, officers,
16 shareholders, members, principals, independent contractors, representatives, insurers, co-
17 insurers, reinsurers, attorneys, and personal or legal representatives.

18 **X. “Response Deadline”** means the deadline for Settlement Class Members to mail
19 any Requests for Exclusion, objections, or Workweek Disputes to the Settlement Administrator,
20 which is forty-five (45) calendar days from the date that the Class Notice is first mailed in English
21 and Spanish by the Settlement Administrator, unless a Class Member’s notice is re-mailed. In
22 such an instance, the Class Member shall have fifteen (15) days from the re-mailing, or forty-
23 five (45) days from the date of the initial mailing, whichever is later, in which to postmark a
24 Request for Exclusion, Workweek Dispute or Objection. The date of the postmark shall be the
25 exclusive means for determining whether a Request for Exclusion, Objection, or Workweek
26 Dispute was submitted by the Response Deadline.

27 **Y. “Request for Exclusion”** means a written request to be excluded from the
28 Settlement Class pursuant to Section 9.C below.

1 **Z. “Service Award”** means monetary amounts to be paid to Plaintiff of up to Seven
2 Thousand, Five Hundred Dollars and Zero Cents (\$7,500.00), which subject to Court approval,
3 will be paid out of the Gross Settlement Amount.

4 **AA. “Settlement Administration Costs”** means all costs incurred by the Settlement
5 Administrator in administration of the Settlement, including, but not limited to, translating the
6 Class Notice to Spanish, the distribution of the Class Notice to the Settlement Class in English
7 and Spanish, calculating Participating Class Member’s Individual Settlement Shares, Individual
8 Settlement Payments and associated taxes and withholdings, providing declarations, generating
9 Individual Settlement Payment checks and related tax reporting forms, doing administrative work
10 related to unclaimed checks, transmitting payment to Class Counsel for the Court-approved
11 amounts for attorneys’ fees and reimbursement of litigation costs and expenses, to Plaintiff for
12 her Service Award, to the LWDA for the LWDA Payment, to Aggrieved Employees for their
13 Individual PAGA Payments, providing weekly reports of opt-outs, objections and related
14 information, and any other actions of the Settlement Administrator as set forth in this Agreement,
15 all pursuant to the terms of this Agreement. The Settlement Administration Costs are estimated
16 not to exceed \$7,500.00. If the actual amount of the Settlement Administration Costs is less than
17 \$7,500.00, the difference between \$7,500.00 and the actual Settlement Administration Costs
18 shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
19 \$7,500.00, then such excess will be paid solely from the Gross Settlement Amount and
20 Defendants will not be responsible for paying any additional funds in order to pay these
21 additional costs.

22 **BB. “Settlement Administrator”** means the Third-Party Administrator mutually
23 agreed upon by the Parties that will be responsible for the administration of the Settlement
24 including, without limitation, translating the Class Notice in Spanish, the distribution of the
25 Individual Settlement Payments to be made by Defendants from the Gross Settlement Amount
26 and related matters under this Agreement.

27 **CC. “Settlement Class” or “Settlement Class Members”** means all persons currently
28 or formerly employed by Defendant Amoroso Limited Partnership, doing business as A.O.C.

1 either directly or through any subsidiary, staffing agency, or professional employer organization,
2 as a non-exempt, hourly-paid employee in the state of California during the Class Period.

3 **DD. “Workweeks”** means the number of workweeks that a Participating Class
4 Member was employed by Defendants in a non-exempt, hourly position in California during the
5 Class Period, based on hire dates, re-hire dates, and termination dates.

6 **2. BACKGROUND**

7 **A.** On May 26, 2020, Plaintiff filed with the LWDA and served on Defendants a
8 notice under Labor Code section 2699.3 stating she intended to serve as a proxy of the LWDA
9 to recover civil penalties for Aggrieved Employees for various Labor Code violations. She filed
10 and served an amended notice on June 15, 2020 which expanded on the Labor Code violations
11 in connection with the sought civil penalties for Aggrieved Employees (“PAGA Notice”).

12 **B.** On July 10, 2020 Plaintiff filed a putative wage-and-hour class action. In the
13 Operative Complaint, Plaintiff alleged that during the Class Period, with respect to Plaintiff and
14 the Settlement Class Members, Defendants, *inter alia*, failed to pay the Settlement Class
15 Members’ overtime wages and minimum wages for all hours worked and/or recorded; failed to
16 provide compliant meal and rest periods or compensation and associated premium payments;
17 failed to issue compliant and accurate itemized wage statements; failed to timely pay all wages
18 due and owing at the time of termination or resignation; failed to reimburse employees for
19 necessary work-related expenses; and engaged unfair competition based on the alleged Labor
20 Code Violations.

21 **C.** On October 7, 2020, after sixty-five (65) days had passed without any
22 communication from the LWDA, Plaintiff filed a First Amended Complaint adding a cause of
23 action under PAGA.

24 **D.** Thereafter, the Parties agreed to exchange informal discovery and attend an early
25 mediation, in which Plaintiff was provided with, among other things: (1) hire dates and separation
26 dates (as applicable) for the Class Members; (2) a representative sampling of corresponding time
27 and payroll records; and (3) two versions of an Employee Handbook, including all pertinent
28 written policies in place during the Class Period.

1 **E.** On September 1, 2021, the Parties participated in a full-day mediation before
2 Tripper Ortman, a well-regarded mediator experienced in mediating complex labor and
3 employment matters. With the aid of the mediator's evaluation, the Parties reached the
4 Settlement to resolve the Action on a class and representative basis.

5 **F.** Class Counsel has conducted significant investigation of the law and facts relating
6 to the claims asserted in the Action and the PAGA Notice and has concluded that that the
7 Settlement set forth herein is fair, reasonable, adequate, and in the best interests of the Settlement
8 Class, taking into account the sharply contested issues involved, the expense and time necessary
9 to litigate the Action through trial and any appeals, the risks and costs of further litigation of the
10 Action, the risk of an adverse outcome, the uncertainties of complex litigation, the information
11 learned through informal discovery regarding Plaintiff's allegations, and the substantial benefits
12 to be received by the Settlement Class Members.

13 **G.** Defendants have concluded that, because of the substantial expense of defending
14 against the Action, the length of time necessary to resolve the issues presented herein, the
15 inconvenience involved, and the concomitant disruption to its business operations, it is in its best
16 interests to accept the terms of this Agreement. Defendants deny each of the allegations and
17 claims asserted against it in the Action and the PAGA Notice. However, Defendants nevertheless
18 desire to settle the Action for the purpose of avoiding the burden, expense and uncertainty of
19 continuing litigation and for the purpose of putting to rest the controversies engendered by the
20 Action. Defendants' entering into this Agreement, does not constitute an admission of liability
21 as to any allegation asserted against Defendants in the Action.

22 **H.** This Agreement is intended to and does effectuate the full, final, and complete
23 resolution of all Class Released Claims of Plaintiff and Participating Class Members, and all
24 PAGA Released Claims of Plaintiff and, to the extent permitted by law, of the State of California
25 and Aggrieved Employees.

26 **3. JURISDICTION**

27 The Court has jurisdiction over the Parties and the subject matter of the Action. The
28 Action includes claims that, if proven, would authorize the Court to grant relief pursuant to the

1 applicable statutes. After the Effective Final Settlement Date, the Court shall retain jurisdiction
2 over the Parties to enforce the terms of the judgment pursuant to California Rule of Court, rule
3 3.769, subdivision (h).

4 **4. STIPULATION OF CLASS CERTIFICATION**

5 The Parties stipulate to the certification of the Settlement Class under this Agreement for
6 purposes of settlement only. This Stipulation is contingent upon the Preliminary and Final
7 approval and certification of the Settlement Class only for purposes of settlement. If the
8 Settlement does not become final, for whatever reason, the fact that the Parties were willing to
9 stipulate provisionally to certification as part of the Settlement shall have no bearing on and shall
10 not be admissible or used in any way in connection with, the question of whether the Court should
11 certify any claims in a non-settlement context in the Action or in any other lawsuit. Defendant
12 expressly reserves the right to oppose class certification and/or to proactively move to deny class
13 certification should there be no Effective Final Settlement.

14 **5. MOTION FOR PRELIMINARY APPROVAL**

15 Plaintiff will move for an order granting preliminary approval of the Settlement,
16 approving and directing the mailing of the proposed Notice of Class Action Settlement (“Class
17 Notice”) attached hereto as **Exhibit “A”**, conditionally certifying the Settlement Class for
18 settlement purposes only, and approving the deadlines proposed by the Parties for the submission
19 of Requests for Exclusion, Workweek Disputes, and Objections, the papers in support of Final
20 Approval of the Settlement, and any responses to Objections or opposition papers to the Motion
21 for Final Approval.

22 **6. STATEMENT OF NO ADMISSION**

23 Defendants deny any wrongdoing of any sort and further denies any liability to Plaintiff
24 and the Settlement Class with respect to any claims or allegations asserted in the Action. This
25 Agreement shall not be deemed an admission by Defendants of any claims or allegations asserted
26 in the Action. Except as set forth elsewhere herein, in the event that this Agreement is not
27 approved by the Court, or any appellate court, is terminated, or otherwise fails to be enforceable,
28 Plaintiff will not be deemed to have waived, limited or affected in any way any claims, rights or

remedies, or defenses in the Action, and Defendants will not be deemed to have waived, limited, or affected in any way any of its objections or defenses in the Action. The Parties shall be restored to their respective positions in the Action prior to the entry of this Settlement.

7. RELEASE OF CLAIMS

A. Release by All Participating Class Members.

Upon the Effective Final Settlement Date and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, Plaintiff and all Participating Class Members waive, release, discharge the Released Parties of all claims against the Released Parties asserted the Action or any and all claims that could be asserted against the Released Parties based on the factual allegations in the Action, as follows: For the duration of the Class Period, the release includes: (a) all claims for failure to pay overtime wages; (b) all claims for failure to pay minimum wages; (c) all claims for failure to provide compliant meal and rest periods and associated compensation and/or premium pay; (d) all claims for the failure to timely pay wages; (e) all claims for the failure to timely pay wages upon termination or resignation; (f) all claims for non-compliant wage statements; (g) all claims for failure to furnish employees with legally compliant documents to obtain or hold employment; (h) all claims for failure to provide reimbursements for necessary work-related expenses pursuant to Labor Code Section 2802; (i) all claims for failure to maintain and produce accurate payroll and employment records; (k) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Action (the "Class Released Claims"). For Aggrieved Employees, the release includes, for the duration of the PAGA Period, all claims for civil penalties for the Class Released Claims, as well as all claims for civil penalties under PAGA arising out of Labor Code Sections 210, 226.3, 558, 1197.1, and 2699 based on the factual allegations and Labor Code sections alleged or that could have been alleged based on the factual allegations to have been violated in the Action, including, without limitation, Labor Code sections 200, 201, 202, 203, 204, 226, 226.7, 246, 404, 432, 510, 512, 558.1, 1174, 1194, 1194.2, 1197, 1197.1, 1198.5, 2802, 2810.5 (the "PAGA Released Claims"). The release also includes a release from the State of California (to the extent

Plaintiff is permitted to provide such a release for the State of California for the PAGA period) of all PAGA claims alleged in the Operative Complaint which occurred during the PAGA Period. The release expressly excludes all other claims, including claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation, and class claims outside of the Class Period and PAGA claims outside of the PAGA period.

B. General Release.

Upon the Effective Final Settlement Date and payment by Defendants to the Settlement Administrator of the full Gross Settlement Amount and Employers' Taxes necessary to effectuate the Settlement, in addition to the Released Claims, Plaintiff makes the additional following General Release: Plaintiff for herself and her spouse, heirs and assigns fully and finally releases the Released Parties from

any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature and description whatsoever, known or unknown, suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract, equity, or otherwise, arising out of Plaintiff's employment with Defendants, payment of wages during that employment and the cessation of that employment and/or violation of any federal, state or local statute, rule, ordinance or regulation. Such claims include but are not limited to, all claims for unpaid wages; failing to provide meal and/or rest breaks and payments for violations; wage statements; failure to pay all wages due to former hourly employees; unfair business practices; penalties, including, but not limited to, wage statement penalties, minimum-wage penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiffs' Released Claims also include, but are not limited to, all claims arising under the Labor Code (including, but not limited to, §§200, 201, 201.1, 201.3, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 225.5, 226, 226.3, 226.7, 256, 510, 512, 516, 550, 551, 552, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.2, 1198, 2802, and 2810.5); all claims arising under: the Wage Orders of the California Industrial Welfare Commission; California Business and Professions Code §§17200, *et seq.*; California Civil Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR §

1 11060; California Code of Civil Procedure §1021.5; California common law of contract; 29 CFR
2 §778.223; and 29 CFR §778.315; federal common law and the Employee Retirement Income
3 Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA) §778.315; federal common law; and the
4 Employee Retirement Income Security Act, 29 U.S.C. §§1001, *et seq.* (ERISA). Plaintiff's
5 Released Claims also include, but are not limited to, all claims for lost wages and benefits,
6 emotional distress, retaliation, punitive damages, and attorneys' fees and costs arising under
7 federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination,
8 such as, by way of example only, (as amended) 42 U.S.C. §1981, Title VII of the Civil Rights
9 Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment
10 Act (ADEA), and the California Fair Employment and Housing Act (FEHA); and the law of
11 contract and tort. This release excludes the release of claims not permitted by law.

12 Plaintiff's Released Claims include all claims, whether known or unknown. Even if
13 Plaintiff discovers facts in addition to or different from those he now knows or believes to be true
14 with respect to the subject matter of Plaintiff's Released Claims, those claims will remain
15 released and forever barred. Thus, as of the Effective Final Settlement Date, Plaintiff shall be
16 deemed to have, expressly waived and relinquished, to the fullest extent permitted by law, the
17 provisions, rights and benefits of Section 1542 of the California Civil Code, or any other similar
18 provision under federal or state law, which provides:

19
20 A general release does not extend to claims that the creditor or
21 releasing party does not know or suspect to exist in his or her
22 favor at the time of executing the release, and that, if known by
him or her would have materially affected his or her settlement
with the debtor or released party.

23 The foregoing release is intended to be as broad as the Parties can possibly create and
24 includes but is not limited to any liability whatsoever:

25 - which arises directly or indirectly out of or is in any manner related to
26 Plaintiff's employment by Defendants;
27
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1 - which arises directly or indirectly out of or is in any manner related to the
2 causes of action or injuries or damages alleged in the Action and/or
3 Operative Complaint; or

4 - which arises directly or indirectly out of or is in any manner related to any
5 of the matters, occurrences or transactions which were raised or could have
6 been raised in the Action and/or Operative Complaint, including without
7 limitation, any and all claims for compensatory, economic, non-economic,
8 punitive or other damages.

9
10 If any claim is not subject to release, Plaintiff waives any right or ability to be a class,
11 representative or collective action representative or to otherwise participate in any putative or
12 certified class, collective or multi-party action or proceeding based on such a claim in which
13 Defendants or any of the other Released Parties identified in this Settlement Agreement is a party.

14 **8. SETTLEMENT ADMINISTRATOR**

15 Plaintiff and Defendants, through their respective counsel, have selected Phoenix
16 Settlement Administrators to administer the Settlement, which includes but is not limited to
17 translating the Class Notice to Spanish, distributing and responding to inquiries about the Class
18 Notice and calculating all amounts to be paid from the Gross Settlement Amount. Charges and
19 expenses of the Settlement Administrator, currently estimated to be \$7,500.00, will be paid from
20 the Gross Settlement Amount. If the actual amount of the Settlement Administration Costs is
21 less than \$7,500.00, the difference between \$7,500.00 and the actual Settlement Administration
22 Costs shall be a part of the Net Settlement Amount. If the Settlement Administration Costs exceed
23 \$7,500.00, then such excess will be paid solely from the Gross Settlement Amount and
24 Defendants will not be responsible for paying any additional funds in order to pay these
25 additional costs.

26 **9. NOTICE, WORKWEEK DISPUTE, OBJECTION, AND EXCLUSION PROCESS**

27 **A. Notice to the Settlement Class Members.**

28 (1) Within ten (10) calendar days after the Preliminary Approval Date,

Defendants' Counsel shall provide the Settlement Administrator with information with respect to each Settlement Class Member, including his or her: (1) name, last known address(es) and last known telephone number(s) currently in Defendants' possession, custody, or control; (2) Social Security Number(s) in Defendants' possession, custody, or control; and (3) the hire dates and termination, separation, or resignation dates (if applicable) for each Settlement Class Member ("Class List"), which shall be made available to Class Counsel upon request. The Settlement Administrator shall perform an address search using the United States Postal Service National Change of Address ("NCOA") database and update the addresses contained on the Class List with the newly-found addresses, if any. Within seven (7) calendar days of receiving the Class List from Defendants, the Settlement Administrator shall mail the Class Notice in English and Spanish to the Settlement Class Members via first-class regular U.S. Mail using the most current mailing address information available. The Settlement Administrator shall maintain a list with names and all addresses to which notice was given, and digital copies of all the Settlement Administrator's records evidencing the giving of notice to any Settlement Class Member, for at least four (4) years from the Effective Final Settlement Date.

(2) The Class Notice will set forth:

- (a) the Settlement Class Member's estimated Individual Settlement Payment and Individual PAGA Payment, and the basis for each;
- (b) the information required by California Rule of Court, rule 3.766, subdivision (d);
- (c) the material terms of the Settlement;
- (d) the proposed Settlement Administration Costs;
- (e) the definition of the Settlement Class;
- (f) a statement that the Court has preliminarily approved the Settlement;
- (g) how the Settlement Class Member can obtain additional information, including contact information

for Class Counsel;

- (h) information regarding opt-out and objection procedures;
- (i) the date and location of the Final Approval Hearing; and
- (j) that the Settlement Class Member must notify the Settlement Administrator no later than the Response Deadline if the Settlement Class Member disputes the accuracy of the number of Workweeks as set forth on his or her Class Notice (“Workweek Dispute”). If a Settlement Class Member fails to timely dispute the number of Workweeks attributed to him or her in conformity with the instructions in the Class Notice, then he or she shall be deemed to have waived any objection to its accuracy and any claim to any additional settlement payment based on different data.

(3) If a Class Notice from the initial notice mailing is returned as undeliverable, the Settlement Administrator will attempt to obtain a current address for the Settlement Class Member to whom the returned Class Notice had been mailed, within five (5) calendar days of receipt of the returned Class Notice, by: (1) contacting the Settlement Class Member by phone, if possible, and (2) undertaking skip tracing. If the Settlement Administrator is successful in obtaining a new address, it will promptly re-mail the Class Notice to the Settlement Class Member. Further, any Class Notices that are returned to the Settlement Administrator with a forwarding address before the Response Deadline shall be promptly re-mailed to the forwarding address affixed thereto.

(4) No later than seven (7) calendar days from the Response Deadline, the Settlement Administrator shall provide counsel for the Parties with a declaration attesting to the completion of the notice process, including the number of attempts to obtain valid mailing

addresses for and re-sending of any returned Class Notices, as well as the identities, number of, and copies of all Requests for Exclusion (opt-outs) and objections/comments received by the Settlement Administrator.

B. Objections.

Only Settlement Class Members who do not opt out of the Settlement (*i.e.*, Participating Class Members) may object to the Settlement. In order for any Settlement Class Member to object to this Settlement in writing, or any term of it, he or she must do so by mailing a written objection to the Settlement Administrator at the address or phone number provided on the Class Notice no later than the Response Deadline. The Settlement Administrator shall email a copy of the Objection forthwith to Class Counsel and Defendant's counsel and attach copies of all Objections to the Declaration it provides Class Counsel, which Class Counsel shall file in support of Plaintiff's Motion for Final Approval. The Objection should set forth in writing: (1) the objector's name; (2) the Objector's address; (3) the last four digits of the Objector's Social Security Number; (4) the Objector's signature; (5) a statement of whether the Objector plans to appear at the Final Approval Hearing; and (6) the reason(s) for the Objection, along with whatever legal authority, if any, the objector asserts in support of the Objection. If a Settlement Class Member objects to the Settlement, the Settlement Class Member will remain a member of the Settlement Class and if the Court approves this Agreement, the Settlement Class Member will be bound by the terms of the Settlement in the same way and to the same extent as a Settlement Class Member who does not object. The date of mailing of the Class Notice to the objecting Settlement Class Member shall be conclusively determined according to the records of the Settlement Administrator. Settlement Class Members need not object in writing to be heard at the Final Approval Hearing; they may object or comment in person at the hearing at their own expense. Class Counsel and Defendant's Counsel may respond to any objection lodged with the Court up to five (5) court days before the Final Approval Hearing.

C. Requesting Exclusion.

Any Settlement Class Member may request exclusion from (*i.e.*, "opt out" of) the Settlement by mailing a written request to be excluded from the Settlement ("Request for

Exclusion”) to the Settlement Administrator, postmarked on or before the Response Deadline. To be valid, a Request for Exclusion must include: (1) the Class Member’s name; (2) the Class Member’s Social Security Number; (3) the Class Member’s signature; and (4) the following statement: “Please exclude me from the Settlement Class in the *Fortune v. Amoroso Limited Partnership, et al.* matter” or a statement of similar meaning. The Settlement Administrator shall immediately provide copies of all Requests for Exclusion to Class Counsel and Defendants’ Counsel and shall report the Requests for Exclusions that it receives, to the Court, in its declaration to be provided in advance of the Final Approval Hearing. Any Settlement Class Member who requests exclusion using this procedure will not be entitled to receive any payment from the Settlement and will not be bound by the Settlement Agreement or have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Member who does not opt out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by all terms of the Settlement, including those pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if Final Approval of the Settlement is granted. A Settlement Class Member cannot submit both a Request for Exclusion and an objection. If a Settlement Class Member submits an objection and a Request for Exclusion, the Request for Exclusion will control and the Objection will be overruled. Settlement Class Members who worked during the PAGA Period that submit a valid Request for Exclusion will still be deemed Aggrieved Employees, will still receive their *pro rata* share of the PAGA Payment, and will be bound by the release of the PAGA Released Claims.

D. Disputes Regarding Settlement Class Members’ Workweek Data.

Each Settlement Class Member will have an opportunity to dispute the number of Workweeks attributed to him or her on his or her Class Notice (“Workweek Dispute”). Settlement Class Members may produce evidence to the Settlement Administrator showing that such information is inaccurate. Any such disputes must be mailed to the Settlement Administrator by the Settlement Class Member, postmarked on or before the Response Deadline. Absent evidence rebutting Defendants’ records, Defendants’ records will be presumed determinative. However, if a Class Member produces evidence to the contrary, the Settlement Administrator shall

1 immediately provide copies of all disputes to Class Counsel and counsel for Defendants and shall
2 immediately attempt to resolve all such disputes directly with relevant Settlement Class
3 Member(s) with the assistance of Defendants and Class Counsel. If the dispute cannot be resolved
4 in this manner, the Court shall adjudicate the dispute.

5 **E. Response Deadline Extension**

6 Class Members who are re-mailed a Class Notice shall have fifteen (15) days from the
7 re-mailing, or forty-five (45) days from the date of the initial mailing, whichever is later, in which
8 to postmark a Request for Exclusion, objection or to dispute their attributed workweek count in
9 the Class Period and/or PAGA Period.

10 **10. NULLIFICATION OF THE SETTLEMENT AGREEMENT**

11 **A. Defendants' Option to Nullify the Settlement Agreement.** If Settlement Class
12 Members representing more than an aggregate total of ten percent (10%) of the verified workweeks opt
13 out of the Settlement, Defendants, in their sole discretion, shall have the option of nullifying the Settlement
14 Agreement. Defendants shall give written notice to Class Counsel within seven (7) calendar days after
15 the Settlement Administrator informs the Parties that the opt out rate exceeds the aggregate total of ten
16 percent (10%) of the verified workweeks. In such a case, the Parties and any funds to be awarded under
17 this Settlement Agreement shall be returned to their respective statuses as of the date and time
18 immediately prior to the execution of this Agreement, and the Parties shall proceed in all respects as if
19 this Settlement Agreement had not been executed, except that any fees already incurred by the Settlement
20 Administrator shall be paid by Defendants.

21 **B. Nullification of the Settlement Agreement.** In the event: (i) the Court does not enter the
22 Preliminary Approval Order and approve the Released Claims specified herein without requiring material
23 changes to the basic Settlement terms(basic Settlement terms include monetary sums to be paid in the
24 Settlement; the parameters of the Released Claims and the covered Class Period; revisions to the Increase
25 In Workweeks provision contained herein; and revisions to Defendants' Option To Nullify The
26 Settlement Agreement provision contained herein); (ii) the Court does not finally approve the Settlement
27 as provided herein without requiring material changes to the basic Settlement terms(basic Settlement
28 terms include monetary sums to be paid in the Settlement; the parameters of the Released Claims and the

covered Class Period; revisions to the Increase In Workweeks provision contained herein; and revisions to Defendants' Option To Nullify The Settlement Agreement provision contained herein); (iii) Defendants exercises its option to nullify the Settlement Agreement based on an excessive number of opt-outs, as described in the above Section; or (iv) the Settlement does not become final for any other reason (e.g., an objection by the LWDA), this Settlement Agreement shall be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement shall be treated as void from the beginning, and the Stipulations and Recitals contained herein shall be of no force or effect and shall not be treated as an admission by the Parties or their counsel. In such a case, the Parties shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Settlement Agreement, and the Parties shall proceed in all respects as if this Settlement Agreement had not been executed.

11. INDIVIDUAL SETTLEMENT PAYMENTS AND INDIVIDUAL PAGA PAYMENTS

Individual Settlement Payments will be calculated and distributed to Participating Class Members from the Net Settlement Amount on a *pro rata* basis, based on the Participating Class Members' respective number of Workweeks during the Class Period. Individual PAGA Payments to Aggrieved Employees will be calculated and distributed to Aggrieved Employees from the PAGA Payment on a *pro rata* basis based on Aggrieved Employees' respective number of Workweeks during the PAGA Period. Specific calculations of the Participating Class Members' Individual Settlement Shares and Individual PAGA Payments to Aggrieved Employees will be made as follows:

A. The Settlement Administrator will determine the total number of Workweeks worked by each Participating Class Member during the Class Period ("Class Member's Workweeks"), as well as the aggregate number of Workweeks worked by all Participating Class Members during the Class Period ("Class Workweeks"). Additionally, the Settlement Administrator will determine the total number of Workweeks worked by each Aggrieved Employee during the PAGA Period ("Aggrieved Employee's Workweeks"), as well as the

1 aggregate number of Workweeks worked by all Aggrieved Employees during the PAGA Period
2 (“PAGA Workweeks”).

3 **B.** To determine each Participating Class Member’s Individual Settlement Share,
4 the Settlement Administrator will use the following formula: Individual Settlement Share =
5 (Participating Class Member’s Workweeks ÷ Participating Class Workweeks) × Net Settlement
6 Amount.

7 **C.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
8 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual
9 PAGA Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$2,500.00 (the
10 PAGA Payment).

11 **D.** Individual Settlement Payments and Individual PAGA Payments shall be paid
12 to Participating Class Members and/or Aggrieved Employees by way of check. When a
13 Participating Class Member is also an Aggrieved Employee, one check may be issued that
14 aggregates both the Individual Settlement Payment and the Individual PAGA Payment.

15 **12. DISTRIBUTION OF PAYMENTS**

16 **A. Distribution of Individual Settlement Payments and Individual PAGA**
17 **Payments.**

18 Participating Class Members will receive an Individual Settlement Payment and Aggrieved
19 Employees will receive an Individual PAGA Payment. Individual Settlement Payment and
20 Individual PAGA Payment checks shall remain valid and negotiable for one hundred and eighty
21 (180) calendar days after the date of their issuance. Within seven (7) calendar days after
22 expiration of the 180-day period, checks for such payments shall be canceled and funds
23 associated with such checks shall be considered unpaid, unclaimed or abandoned cash residue
24 pursuant to Code of Civil Procedure section 384 (“Unpaid Residue”). The Unpaid Residue
25 plus accrued interest, if any, as provided in Code of Civil Procedure section 384, shall be
26 transmitted to the California Controller’s Unclaimed Property Fund. The Settlement
27 Administrator shall prepare a report regarding the distribution plan pursuant to Code of Civil
28 Procedure section 384 and the report shall be presented to the Court by Class Counsel along

1 with a proposed amended judgment that is consistent with the provisions of Code of Civil
2 Procedure section 384.

3 **B. Funding of Settlement.**

4 Defendants shall, within twenty-one (21) of the Effective Final Settlement Date, make
5 payment of \$325,000.00 to the Settlement Administrator pursuant to Internal Revenue Code
6 section 1.468B-1 for deposit in an interest-bearing qualified settlement account (“QSA”) with an
7 FDIC insured banking institution, for distribution in accordance with this Agreement and the
8 Court’s Orders and subject to the conditions described herein. Defendants shall, within seven
9 (7) calendar days of the Settlement Administrator notifying Defendants of the amount of
10 Defendants’ share of taxes owed on the wages portion of the settlement (“Employers’ Taxes”),
11 make payment of said Employers’ Taxes to the Settlement Administrator for deposit into an
12 interest-bearing QSA with an FDIC insured banking institution, for distribution in accordance
13 with this Agreement and the Court’s Orders subject to the conditions described herein. Individual
14 Settlement Payments for Class Members and Individual PAGA Payments to Aggrieved
15 Employees shall be paid exclusively from the QSA, pursuant to the settlement formula set forth
16 herein.

17 Payments from the QSA shall be made for (1) the Service Award to Plaintiff as specified
18 in this Agreement and approved by the Court; (2) the Attorneys’ Fees and Cost Award to be paid
19 to Class Counsel, as specified in this Agreement and approved by the Court; (3) the Settlement
20 Administrator Costs, as specified in this Agreement and approved the Court; (4) the LWDA
21 Payment, as specified in this Agreement; and (5) Individual PAGA Payments to Aggrieved
22 Employees on a *pro rata* basis based on their Workweeks worked during the PAGA Period.
23 The balance remaining shall constitute the Net Settlement Amount from which Individual
24 Settlement Payments shall be made to Participating Class Members, less applicable taxes and
25 withholdings. All interest accrued shall be for the benefit of the Class Members and Aggrieved
26 Employees and distributed on a *pro rata* basis.

27 **C. Time for Distribution.**

28 Within seven (7) calendar days after payment of the full Gross Settlement Amount by

Defendants, as well as Employer Taxes, or as soon thereafter as practicable, the Settlement Administrator shall distribute all payments due under the Settlement, including the Individual Settlement Payments to Participating Class Members and Individual PAGA Payments to Aggrieved Employees, as well as the Court-approved payments for the Service Award to Plaintiff, attorneys' fees and litigation costs and expenses to Class Counsel, Administration Costs to the Settlement Administrator, and the LWDA Payment to the LWDA.

13. ATTORNEYS' FEES AND LITIGATION COSTS

Class Counsel shall apply for, and Defendants shall not oppose, an award of attorneys' fees of up to 35% of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 18 of this Agreement, amounts to One Hundred Thirteen Thousand Seven Hundred Fifty Dollars and Zero Cents (\$113,750.00). Class Counsel shall further apply for, and Defendants shall not oppose, an application or motion by Class Counsel for reimbursement of actual costs associated with Class Counsel's prosecution of this matter as set forth by declaration testimony in an amount up to Twenty Thousand Dollars and Zero Cents (\$20,000.00). Awards of attorneys' fees and costs shall be paid out of the Gross Settlement Amount, for all past and future attorneys' fees and costs necessary to prosecute, settle, and obtain an Effective Final Settlement in the Action. The "future" aspect of the amounts stated herein includes, without limitation, all time and expenses expended by Class Counsel (including any appeals therein). There will be no additional charge of any kind to either the Participating Class Members or request for additional consideration from Defendants for such work unless, Defendants materially breach the funding requirement of this Settlement and. Should the Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

14. SERVICE AWARD TO PLAINTIFF

Named Plaintiff shall seek, and Defendants shall not oppose, a Service Award in an amount not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for participation in and assistance with the Class Action. Any Service Award awarded to Plaintiff shall be paid from the Gross Settlement Amount and shall be reported on an IRS Form 1099. If

the Court approves the Service Award to Plaintiff in less than the amounts sought herein, then the unapproved portion(s) shall be a part of the Net Settlement Amount.

15. TAXATION AND ALLOCATION

a. Each Individual Settlement Share shall be allocated as follows: 20% as wages (to be reported on an IRS Form W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual PAGA Payment shall be allocated entirely as penalties. The Parties agree that the employees' share of taxes and withholdings with respect to the wage-portion of the Participating Class Member's Individual Settlement Share will be withheld from the Individual Settlement Share in order to yield the Individual Settlement Payment. The amount of federal income tax withholding will be based upon a flat withholding rate for supplemental wage payments in accordance with Treasury Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be made pursuant to applicable state and/or local withholding codes or regulations.

b. Forms W-2 and/or Forms 1099 will be distributed by the Settlement Administrator at times and in the manner required by the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement. If the Code, the regulations promulgated thereunder, or other applicable tax law, is changed after the date of this Agreement, the processes set forth in this Section may be modified in a manner to bring Defendants into compliance with any such changes.

c. All Employer Taxes shall be paid by Defendants separate, apart and above from the Gross Settlement Amount. Defendants shall remain liable to pay the employer's share of payroll taxes as described above.

d. Neither Counsel for Plaintiff nor Defendants intend anything contained in this Agreement to constitute advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended) or otherwise.

16. PRIVATE ATTORNEYS' GENERAL ACT ALLOCATION

The Parties agree to allocate Ten Thousand Dollars and Zero Cents (\$10,000) of the Gross

Settlement Amount toward PAGA penalties. Pursuant to the PAGA, seventy-five percent (75%) of the amount allocated toward PAGA (\$7,500.00) will be paid to the LWDA and twenty-five percent (25%) (\$2,500.00) will be distributed to Aggrieved Employees on a *pro rata* basis based upon their respective Workweeks in the PAGA Period.

17. COURT APPROVAL

This Agreement is contingent upon obtaining an Effective Final Settlement. In the event it becomes impossible to obtain an Effective Final Settlement, the Parties shall be restored to their respective positions in the Action prior to entry of this Settlement. If this Settlement Agreement is voided and/or there is no Effective Final Settlement, this Settlement Agreement shall have no force or effect and no Party shall be bound by its terms except to the extent: (a) the Court reserves any authority to issue any appropriate orders when denying approval; and/or (b) there are any terms and conditions in this Settlement Agreement specifically stated to survive the Settlement Agreement being voided or not approved, and which control in such an event.

18. INCREASE IN WORKWEEKS

Defendants represents that there are no more than 15,868 Workweeks worked during the Class Period by Class Members. In the event the number of Workweeks increases by more than 10%, or 1,587 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the Workweeks in excess of 17,455 workweeks multiplied by the Workweek Value. The Workweek Value shall be calculated by dividing the Gross Settlement Amount (\$325,000.00) by 15,868, which amounts to a Workweek Value of \$20.48. Thus, for example, should there be 18,000 Workweeks in the Class Period, then the Gross Settlement Amount shall be increased by \$11,161.60. ((18,000 Workweeks – 17,455 Workweeks) x \$20.48 per Workweek.)

19. NOTICE OF JUDGMENT

In addition to any duties set out herein, the Settlement Administrator shall provide notice of the Final Judgment entered in the Action by posting the same on its website.

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1 **20. MISCELLANEOUS PROVISIONS**

2 **A. Interpretation of the Agreement.**

3 This Agreement constitutes the entire agreement between Plaintiff and Defendants with
4 respect to its subject matter. Except as expressly provided herein, this Agreement has not been
5 executed in reliance upon any other written or oral representations or terms, and no such extrinsic
6 oral or written representations or terms shall modify, vary or contradict its terms. In entering
7 into this Agreement, the Parties agree that this Agreement is to be construed according to its
8 terms and may not be varied or contradicted by extrinsic evidence. The Agreement will be
9 interpreted and enforced under the laws of the State of California, both in its procedural and
10 substantive aspects, without regard to its conflict of law provisions. Any claim arising out of or
11 relating to the Agreement, or the subject matter hereof, will be resolved solely and exclusively
12 in the Superior Court of the State of California for the County of Los Angeles, and Plaintiff and
13 Defendants hereby consent to the personal jurisdiction of the Court in the Action over it solely
14 in connection therewith. Plaintiff Stephanie Fortune, on behalf of herself and on behalf of the
15 Settlement Class, and Defendants participated in the negotiation and drafting of this Agreement
16 and had available to them the advice and assistance of independent counsel. As such, neither
17 Plaintiff nor Defendants may claim that any ambiguity in this Agreement should be construed
18 against the other. The Agreement may be modified only by a writing signed by counsel for the
19 Parties and approved by the Court.

20 **B. Further Cooperation.**

21 Plaintiff, Defendants, and their respective attorneys shall proceed diligently to prepare
22 and execute all documents, to seek the necessary approvals from the Court, and to do all things
23 reasonably necessary to consummate the Settlement as expeditiously as possible.

24 **C. Counterparts.**

25 The Agreement may be executed in one or more actual or non-original counterparts, all
26 of which will be considered one and the same instrument and all of which will be considered
27 duplicate originals.

28 ///

1 **D. Authority.**

2 Each individual signing below warrants that he or she has the authority to execute this
3 Agreement on behalf of the party for whom or which that individual signs.

4 **E. Force Majure.**

5 The failure of any party to perform any of its obligations hereunder shall not subject such
6 party to any liability or remedy for damages, or otherwise, where such failure is occasioned in
7 whole or in part by acts of God, fires, accidents, earthquakes, other natural disasters, explosions,
8 floods, wars, interruptions or delays in transportation, power outages, labor disputes or shortages,
9 shortages of material or supplies, governmental laws, restrictions, rules or regulations, sabotage,
10 terrorist acts, acts or failures to act of any third parties, or any other similar or different
11 circumstances or causes beyond the reasonable control of such party.

12 **F. No Third-Party Beneficiaries.**

13 Plaintiff, Participating Class Members, Class Counsel, and Defendants are direct
14 beneficiaries of this Agreement, but there are no third-party beneficiaries.

15 **G. Deadlines Falling on Weekends or Holidays.**

16 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday,
17 or legal holiday, that deadline shall be continued until the following business day.

18 **H. Severability.**

19 In the event that one or more of the provisions contained in this Agreement shall for any
20 reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
21 unenforceability shall in no way effect any other provision if Defendants' Counsel and Class
22 Counsel, on behalf of the Parties and the Settlement Class, mutually elect in writing to proceed
23 as if such invalid, illegal, or unenforceable provision had never been included in this Agreement.

24 **I. Non-Admission of Liability; No Waiver of Arbitration Agreements.**

25 The Parties enter into this Settlement Agreement to resolve the dispute that has arisen between
26 them and to avoid the burden, expense, and risk of continued litigation. In entering into this Settlement
27 Agreement, Defendants do not admit, and specifically deny, having any federal, state, or local law;
28 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,

1 regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any
2 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its employees.
3 Neither this Settlement Agreement, nor any of its terms or provisions, nor any of the negotiations
4 connected with it, shall be construed as an admission or concession by Defendants of any such violations
5 or failures to comply with any applicable law. Except as necessary in a proceeding to enforce the terms
6 of this Settlement Agreement, this Settlement Agreement and its terms and provisions shall not be offered
7 or received as evidence in any action or proceeding to establish any liability or admission on the part of
8 Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance
9 with, federal, state, local or other applicable law. Nor shall anything in this Settlement Agreement be
10 construed or deemed an admission that the Action was properly brought as a class action pursuant to
11 California Code of Civil Procedure section 382, a representative action under California Business and
12 Professions Code section 17200 and/or a private attorney general action under PAGA. Nor shall anything
13 in this Settlement Agreement or in the Preliminary Approval or Order Granting Final Approval be
14 deemed a waiver of Defendants' right to enforce the arbitration agreements, if any, of Class Members in
15 the future as to Plaintiff, members of the Class or otherwise.

16 **J. Publicity.**

17 Plaintiffs and Class Counsel represent that they will not issue any press, publications, or other
18 media releases about the Settlement (including, but not necessarily limited to advertising or marketing
19 materials or on social media that identifies Defendants) or have any communication with the press or
20 media regarding the Settlement. Nothing in this paragraph shall be construed to prohibit Class Counsel
21 from communicating with Class Members for the sole purpose of administering this settlement or
22 correcting any known misinformation regarding the Settlement after receiving approval from Defendants
23 and/or their counsel of record.

24
25 **IT IS SO AGREED:**

26 Dated: Feb 24, 2022, 2022

Stephanie Fortune
Stephanie Fortune (Feb 24, 2022 14:32 PST)

STEPHANIE FORTUNE
Plaintiff and Class Representative

Dated: 3/4/2022, 2022

DocuSigned by:

Caroline Styne

AMOROSO LIMITED PARTNERSHIP, a
California limited partnership doing business as
A.O.C.
Defendant

By:

Its:

DocuSigned by:

Caroline Styne

Dated: 3/4/2022, 2022

CAROLINE STYNE
Defendant

DocuSigned by:

Dated: 3/4/2022, 2022

Suzanne Goin

SUZANNE GOIN
Defendant

AGREED AS TO FORM:

Dated: March 7, 2022

Vedang J. Patel

DAVID D. BIBIYAN
VEDANG J. PATEL
Counsel for Plaintiff STEPHANIE FORTUNE

Dated: March 9, 2022, 2022

Christine Baran

CHRISTINE BARAN
ANDREW C. CRANE
Counsel for Defendants AMOROSO
LIMITED PARTNERSHIP, CAROLINE
STYNE and SUZANNE GOIN

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