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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

ALFREDA LEWIS, an individual, on her
own behalf, and in her representative capacity
on behalf of all other similarly situated
Aggrieved Employees,

Plaintiff,

v.

SAKS SOUTH COAST LEASEHOLD, LLC,
a Delaware limited liability company;
SAKS & COMPANY, LLC, a Delaware
limited liability company; and
DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2020-01143164-CU-OE-CXC

Assigned for All Purposes to

Hon. Judge Peter Wilson

**(PROPOSED) ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATOR FEES, AND
CLASS REPRESENTATIVES' SERVICE
ENHANCEMENT AWARD AND ENTRY OF
JUDGMENT**

*[FILED CONCURRENTLY WITH AMENDED
SUPPLEMENTAL BRIEF IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT;
SUPPLEMENTAL DECLARATION OF DENISE ISLAS
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION; AND SECOND SUPPLEMENTAL
DECLARATION OF DENISE ISLAS REGARDING
NOTICE AND SETTLEMENT ADMINISTRATION]*

Date: February 23, 2023

Time: 2 p.m.

Department: CX-101

Action filed: May 26, 2020

1 On or about January 12, 2022, Plaintiffs Alfreda Lewis and Maxwell Esposito
2 (“Plaintiffs”) individual and on behalf of the Settlement Class and Defendant, SAKS &
3 Company, LLC entered into a class action settlement (the “Settlement”) the terms and
4 conditions of which are set forth in the parties Class Action Settlement Agreement and Release
5 (the “Settlement Agreement”) as amended, a true and correct copy of which is attached hereto
6 as **Exhibit 1**, hereto.
7

8 This matter having come before the Court on February 23, 2023 for the final Approval
9 hearing on Plaintiff’s unopposed Motion for Final Approval of Class Action Settlement and
10 Plaintiff’s Unopposed Application for Approval of Attorneys’ Fees and Costs, Settlement
11 Administrator Fees and Service Enhancement Awards, due and adequate notice having been
12 given to the Class Members as required by the Court’s Preliminary Approval Order dated
13 August 25, 2022, and the Court, having considered all the papers filed and proceedings herein,
14 having received no objections to the Settlement, having determined that the Settlement is fair,
15 adequate and reasonable, and otherwise being fully informed, **hereby ORDERS as follows:**
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- 17 1. All terms used herein shall have the same meaning as given in the Settlement
18 Agreement.
19
- 20 2. The Court has jurisdiction over the subject matter of this proceeding and over all
21 Parties to this proceeding, including all Settlement Employees who did not opt out,
22 including both the Class Members and PAGA Employees.
23
- 24 3. The Court hereby certifies the Settlement Class, consisting of all Saks non-
25 exempt employees who worked in sales positions with the following job titles and
26 associated codes: Sales Associate (SAL102or SAL 104) and Brand Ambassador
27 (SST100) at Saks Fifth Avenue Stores in California during the Class Period (the time
28 between May 26, 2016 through August 25, 2022, the Date of the Preliminary Approval

Order) and who do not timely and properly submit an election to Opt-Out Form pursuant to the terms set forth in the Settlement Agreement, for purposes of this Settlement only.

4. The Court finds the distribution of the Notice Packet directed to the Settlement Employees as set forth in the August 25, 2022 Order granting preliminary approval has been completed in conformity with the Preliminary Approval Order, including individual notice to all Settlement Employees who could be identified through reasonable efforts, and constitutes the best notice practicable under the circumstances. The Notice provided due and adequate notice of the proceedings and of the matters set forth in the Preliminary Approval Order, including the proposed Settlement as set forth in the Settlement Agreement. Three Class Members validly opted out of the Settlement after receiving the Notice. Simpluris determined one (1) request for exclusion was invalid due to submitting an incomplete defective submission as well as contradictory submission. The three (3) Class Members who validly opted-out were Shaquille Daja Steward Alexander, David Tolbert, and Alyssa Rae Mattes. No new opt-outs or objections from Class Members have been received since the previous Settlement Administrator declaration signed on December 20, 2022. However, since December 20, 2022, Simpluris did receive an additional dispute from a Class Member, although it was deemed invalid. As such, Simpluris received a total of 3 (three) dispute forms from Class Members, which were each were deemed invalid by Simpluris: 1 (one) was made invalid due to the class member disputing the same pay periods she was being compensated for in the settlement and the 2nd (second) was made invalid due to the member not providing supporting documentation of his dispute as required by the Settlement Agreement and the 3rd (third) was made invalid as the class member crossed

1 out the dispute title and used the form to update their address. The Court finds that the
2 Class Notice provided adequate and appropriate notice to all persons entitled to such
3 notice, and therefore fully satisfied the requirements of due process. All Settlement
4 Employees and all Released Claims are covered by and included within the Settlement
5 and within this Final Approval Order. Notice of this judgment will be provided to Class
6 Members through posting of the judgment on the Settlement Administrator's website
7 that was provided to the Class Members in the Notice, as well as, language on the Class
8 Members individual settlement checks' paystub informing the Class Members of the
9 Settlement Administrator's website and where they can review or obtain a copy of the
10 judgment.
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12 5. The Court finds that the Settlement has been reached as a result of intensive,
13 serious, and non-collusive arms-length negotiations and the Settlement was entered into
14 in good faith. The Court further finds that the Settlement is fair, reasonable, and
15 adequate, and that Plaintiffs have satisfied the standards and applicable requirements for
16 final approval of this class action Settlement under California law.
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18 6. The Court hereby approves the Settlement as set forth in the Settlement
19 Agreement and directs the Parties to implement and effectuate the Settlement according
20 to the terms set forth in the Settlement Agreement and as amended. In granting final
21 approval of the Settlement Agreement, the Court considered the nature of the claims, the
22 amounts and kinds of benefits paid in settlement, the allocation of settlement proceeds
23 among the Participating Class Members and the PAGA Employees and the fact that a
24 settlement represents a compromise of the parties' respective positions rather than the
25 result of a finding of liability at trial. Additionally, the Court finds that the terms of the
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1 Settlement Agreement have no obvious deficiencies and do not improperly grant
2 preferential treatment to any individual Class Member.

3 7. All Released Claims shall be implemented and consummated in accordance with
4 the definitions and terms of the Settlement Agreement.

5 8. All Released Claims shall be merged into the Final Judgment except for the
6 attorneys' fees and costs owed to Class Counsel and the Class Representative
7 Enhancement Awards to the Representative Plaintiffs and accordingly, Plaintiffs, and
8 the Settlement Employees (and all persons acting or purporting to act on their behalf) are
9 permanently barred and enjoined from instituting, commencing, asserting or continuing
10 any of the Released Claims either directly, representative or in another capacity or
11 derivatively, against the Released Parties in this or any other jurisdiction.
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13 9. As of the Effective Date of this Final Approval Order, the Released Parties are
14 released and discharged from any and all liability with respect to the Released Class
15 Claims and Released PAGA Claims (as those terms are defined in the Settlement
16 Agreement) for those Participating Class Members who did not timely and validly opt-
17 out.
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19 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
20 constitute an admission by Defendant, or any of the other Released Persons, of liability
21 to any named Plaintiff or any Participating Class Member or PAGA Employee, nor does
22 this Final Approval Order constitute a finding by the Court of the validity of any of the
23 claims alleged in the Lawsuit, or of any liability of Defendant or any of the other
24 Released Persons. Neither this Final Judgment, nor any document referred to herein or
25 exhibit thereto, nor any action taken to carry out the Settlement Agreement is, may be
26 construed as, or may be used as an admission by or against Defendants of any fault,
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1 wrongdoing or liability whatsoever and shall not be offered in evidence by any party to
2 the Settlement Agreement in any action or proceeding against any party hereto in any
3 court, administrative agency or other tribunal for any purpose whatsoever other than to
4 enforce the provisions of this Final Judgment, the Settlement Agreement or related
5 release, except that the Settlement Agreement and the exhibits may be filed in this
6 Action or in any related litigation to enforce the Settlement Agreement as evidence of
7 the Settlement or in any subsequent action against or by Defendants to support a defense
8 of res judicata, collateral estoppel, release or other theory of issue preclusion or similar
9 defense.
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11 11. The Court hereby finds the One Million One Hundred and Ninety Thousand
12 Dollars (\$1,190,000) Settlement Amount (also referred to as the “GSA”) provided for in
13 the Settlement Agreement to be fair, reasonable and adequate.
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15 12. The Court hereby confirms Jacob N. Whitehead, Esq. and Meghan N. Higday,
16 Esq. of Whitehead Employment Law and Haig B. Kazandjian, Esq., Cathy Gonzalez,
17 Esq. and Melissa R. Robinson, Esq. of Haig B. Kazandjian Lawyers, APC as Class
18 Counsel.
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20 13. Jacob Whitehead and Meghan Higday of Whitehead Employment Law and Haig
21 B. Kazandjian, Cathy Gonzalez and Melissa R. Robinson of Haig B. Kazandjian
22 Lawyers, APC have shown they are qualified to conduct the pending litigation and
23 represent Plaintiffs and the Settlement Class and are therefore approved and confirmed
24 as Class Counsel. Pursuant to the terms of the Settlement Agreement, and the
25 authorities, evidence, and argument set forth in Class Counsel’s application for an award
26 of attorneys’ fees in the amount not to exceed \$372,962.70 (1/3 of the total GSA to be
27 split between the two firms of Class Counsel with 65% going to Whitehead Employment
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1 Law and 35% going to Haig B. Kazandjian Laywers, APC) and for actual litigation costs
2 in the amount of \$21,220.97, as final payment for and in complete satisfaction of any
3 and all attorneys' fees and costs incurred by and/or owed to Class Counsel is hereby
4 granted. The Court finds that Class Counsel's request falls within the range of
5 reasonableness and that the result achieved justifies the award. The payment of fees and
6 costs to Class Counsel shall be made within seven (7) court days of SAK's transfer of
7 the Gross Settlement funds, in accordance with the terms of the Settlement Agreement.
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9 14. The Court finds that Plaintiffs, Alfreda Lewis and Maxwell Esposito acted fairly
10 and adequately to protect the interests of the Settlement Class and are hereby confirmed
11 as Class Representatives for the Settlement Class. The Court hereby approves and
12 orders a Service Enhancement Payment in the amount of \$2,500.00 to each (for a total
13 sum of \$5,000.00) of the Class Representatives for their service as Class
14 Representatives. The payment of the Class Representatives' Service Enhancement
15 Payments shall be made within seven (7) court days of SAK's transfer of the Gross
16 Settlement funds, in accordance with the terms of the Settlement Agreement.
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18 15. Members of the Settlement Class, who did not timely or validly opt out, are
19 bound by this Final Judgment and by the Settlement Agreement, including the Released
20 Claims as provided for in paragraphs 2, 83-84 of the Settlement Agreement as
21 Amended.
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23 16. The Court approves the settlement of the PAGA claims alleged in the Lawsuit in
24 the amount of \$100,000.00 and the payment of \$75,000 (75%) to the California Labor
25 and Workforce Development Agency ("LWDA") to settle the PAGA claim. The
26 payment of \$75,000 shall be sent by the Settlement Administrator to the LWDA within
27 seven (7) court days of SAK's transfer of the Gross Settlement funds, in accordance
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1 with the terms of the Settlement Agreement. Twenty-Five Thousand Dollars (25%) of
2 the PAGA Settlement to be distributed to the PAGA Employees, who were employed by
3 Defendant in California at any time during the PAGA Period (the period from March 22,
4 2019 through August 25, 2022, the date of the Order of Preliminary Approval) based on
5 a proportional share determined by workweeks worked during the PAGA Period.

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7 17. The Court further approves the payment of \$5,500 to Simpluris, Inc., the
8 Settlement Administrator from the GSA for the settlement administration fees for
9 administering the Settlement as set forth in the Settlement Agreement. The payment
10 authorized by this paragraph shall be made within seven (7) court days of SAKS's
11 transfer of the GSA to the Settlement Administrator, in accordance with the terms of the
12 Settlement Agreement. Pursuant to ¶ 54d of the Settlement Agreement, If the Court
13 approves a lesser amount of attorney's fees, litigation costs, Service Enhancements, or
14 Settlement Administration Expenses than those sought by Plaintiffs and/or Class
15 Counsel, any amount disallowed by the Court shall be added to the Net Settlement
16 Amount and apportioned equally to Participating Class Members.

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18 18. Within five (5) court days after the Effective Date, the Settlement Administrator
19 shall make the final calculation of payments from the Net Settlement Amount to be
20 distributed to the Participating Settlement Employees and shall provide SAKs Counsel
21 with a report listing the amount of all payments to be made to each Participating
22 Settlement Employee. The proportional Class settlement share to be paid for each
23 Participating Settlement Class Member shall be allocated based on the number of
24 workweeks worked by each Participating Class Member during the Class Period (the
25 period from March 26, 2016, through August 25, 2022, the date of this Court's
26 Preliminary Approval Order.)
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1 19. Within ten (10) court days after the Effective Date, Defendant SAKS shall
2 transfer the GSA to the Settlement Administrator, who will deposit the funds into a
3 Settlement Administrator-established account at a federally insured banking institution.

4 20. Within seven (7) court days after the transfer of the GSA funds to the Settlement
5 Administrator, the Settlement Administrator shall distribute settlement checks to all
6 Participating Settlement Employees and the LWDA; the approved Service Enhancement
7 Awards to the Representative Plaintiffs Lewis and Esposito; Settlement Administration
8 Fees and Class Counsel's attorneys' fees and costs as approved by the Court.

9 21. If the Settlement does not become final and effective in accordance with Section
10 X of the Settlement Agreement or pursuant to any of the other terms of the Settlement
11 Agreement, or if Defendant or Plaintiffs withdraw from the Settlement, this Final
12 Approval Order and all orders entered in connection herewith, including the Judgment
13 on this Order, shall be vacated and shall have no further force or effect.

14 22. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters
15 Judgment in this action; provided, however, that without affecting the finality of the
16 Settlement or the judgment entered herein, this Court shall retain exclusive and
17 continuing jurisdiction over the Lawsuit and the Parties, including all Class Members,
18 for purposes of enforcing and interpreting this Order and Judgment, as well as the
19 administration and consummation of the terms of the Settlement and the claims process
20 established therein.

21 23. The Final Account Hearing will be set for November 3, 2023, at 9:00 a.m., or if
22 that date is unavailable, the Final Accounting Hearing will be set for _____ at
23 9:00 a.m., with the Parties submitting a final report at least 10 days prior to the Final
24 Accounting Hearing regarding the status of the settlement administration, including the
25 Accounting Hearing regarding the status of the settlement administration, including the
26 Accounting Hearing regarding the status of the settlement administration, including the
27 Accounting Hearing regarding the status of the settlement administration, including the
28 Accounting Hearing regarding the status of the settlement administration, including the

1 total amount actually paid to Class Members and any amounts tendered to the State
2 Controller's Office under Unclaimed Property law.

3 24. There being no just reason to delay the entry of this Final Judgment the clerk is

4 25. ordered to enter this Final Judgment forthwith.

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6 **IT IS SO ORDERED.**

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8 Dated: _____
9 Hon. Peter Wilson
10 Judge of the Superior Court
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EXHIBIT 1

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF ORANGE**

11 ALFREDA LEWIS, an individual, on her
12 own behalf, and in her representative capacity
13 on behalf of all other similarly situated
14 Aggrieved Employees,

15 Plaintiff,

16 v.

17 SAKS SOUTH COAST LEASEHOLD, LLC,
18 a Delaware limited liability company;
19 SAKS & COMPANY, LLC, a Delaware
20 limited liability company; and
21 DOES 1 through 25, inclusive,

22 Defendants.

Case No. 30-2020-01143164-CU-OE-CXC

Assigned for All Purposes to
Hon. Judge Peter Wilson

**(PROPOSED) ORDER GRANTING
PLAINTIFFS' MOTION FOR APPROVAL OF
ATTORNEYS' FEES AND COSTS,
SETTLEMENT ADMINISTRATOR FEES, AND
CLASS REPRESENTATIVES' SERVICE
ENHANCEMENT AWARD AND ENTRY OF
JUDGMENT**

Date: January 12, 2023
Time: 2 p.m.
Department: CX-102
Action filed: May 26, 2020

23 On or about January 12, 2023, Plaintiffs Alfreda Lewis and Maxwell Esposito
24 ("Plaintiffs") individual and on behalf of the Settlement Class and Defendant, SAKS &
25 Company, LLC entered into a class action settlement (the "Settlement") the terms and
26 conditions of which are set forth in the parties Class Action Settlement Agreement and Release
27 (the "Settlement Agreement") as amended, a true and correct copy of which is attached hereto
28 as **Exhibit 1**, hereto.

1 This matter having come before the Court on January 12, 2023 for the final Approval
2 hearing on Plaintiff's unopposed Motion for Final Approval of Class Action Settlement and
3 Plaintiff's Unopposed Application for Approval of Attorneys' Fees and Costs, Settlement
4 Administrator Fees and Service Enhancement Awards, due and adequate notice having been
5 given to the Class Members as required by the Court's Preliminary Approval Order dated
6 August 25, 2022, and the Court, having considered all the papers filed and proceedings herein,
7 having received no objections to the Settlement, having determined that the Settlement is fair,
8 adequate and reasonable, and otherwise being fully informed, **hereby ORDERS as follows:**

- 10 1. All terms used herein shall have the same meaning as given in the Settlement
11 Agreement.
- 12 2. The Court has jurisdiction over the subject matter of this proceeding and over all
13 Parties to this proceeding, including all Settlement Employees who did not opt out,
14 including both the Class Members and PAGA Employees.
- 15 3. The Court hereby certifies the Settlement Class, consisting of all Saks non-exempt
16 employees who worked in sales positions with the following job titles and associated
17 codes: Sales Associate (SAL102or SAL 104) and Brand Ambassador (SST100) at
18 Saks Fifth Avenue Stores in California during the Class Period (the time between
19 May 26, 2016 and the Date of the Preliminary Approval Order) and who do not
20 timely and properly submit an election to Opt-Out Form pursuant to the terms set
21 forth in the Settlement Agreement, for purposes of this Settlement only.
- 22 4. The Court finds the distribution of the Notice Packet directed to the Settlement
23 Employees as set forth in the August 25, 2022 Order granting preliminary approval
24 has been completed in conformity with the Preliminary Approval Order, including
25 individual notice to all Settlement Employees who could be identified through
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1 reasonable efforts, and constitutes the best notice practicable under the
2 circumstances. The Notice provided due and adequate notice of the proceedings and
3 of the matters set forth in the Preliminary Approval Order, including the proposed
4 Settlement as set forth in the Settlement Agreement. The Notice provided adequate
5 and appropriate notice to all persons entitled to such notice, and therefore fully
6 satisfied the requirements of due process. All Settlement Employees and all Released
7 Claims are covered by and included within the Settlement and within this Final
8 Approval Order.
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10 5. The Court finds that the Settlement has been reached as a result of intensive, serious,
11 and non-collusive arms-length negotiations and the Settlement was entered into in
12 good faith. The Court further finds that the Settlement is fair, reasonable, and
13 adequate, and that Plaintiffs have satisfied the standards and applicable requirements
14 for final approval of this class action Settlement under California law.
15

16 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
17 and directs the Parties to implement and effectuate the Settlement according to the
18 terms set forth in the Settlement Agreement and as amended. In granting final
19 approval of the Settlement Agreement, the Court considered the nature of the claims,
20 the amounts and kinds of benefits paid in settlement, the allocation of settlement
21 proceeds among the Participating Class Members and the PAGA Employees and the
22 fact that a settlement represents a compromise of the parties' respective positions
23 rather than the result of a finding of liability at trial. Additionally, the Court finds
24 that the terms of the Settlement Agreement have no obvious deficiencies and do not
25 improperly grant preferential treatment to any individual Class Member.
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- 1 7. All Released Claims shall be implemented and consummated in accordance with the
2 definitions and terms of the Settlement Agreement.
- 3 8. All Released Claims shall be merged into the Final Judgment except for the
4 attorneys' fees and costs owed to Class Counsel and the Class Representative
5 Enhancement Awards to the Representative Plaintiffs and accordingly, Plaintiffs,
6 and the Settlement Employees (and all persons acting or purporting to act on their
7 behalf) are permanently barred and enjoined from instituting, commencing, asserting
8 or continuing any of the Released Claims either directly, representative or in another
9 capacity or derivatively, against the Released Parties in this or any other jurisdiction.
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- 11 9. As of the Effective Date of this Final Approval Order, the Released Parties are
12 released and discharged from any and all liability with respect to the Released Class
13 Claims and Released PAGA Claims (as those terms are defined in the Settlement
14 Agreement) for those Participating Class Members who did not timely and validly
15 opt-out.
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- 17 10. Neither the Settlement nor any of the terms set forth in the Settlement Agreement
18 constitute an admission by Defendant, or any of the other Released Persons, of
19 liability to any named Plaintiff or any Participating Class Member or PAGA
20 Employee, nor does this Final Approval Order constitute a finding by the Court of
21 the validity of any of the claims alleged in the Lawsuit, or of any liability of
22 Defendant or any of the other Released Persons. Neither this Final Judgment, nor
23 any document referred to herein or exhibit thereto, nor any action taken to carry out
24 the Settlement Agreement is, may be construed as, or may be used as an admission
25 by or against Defendants of any fault, wrongdoing or liability whatsoever and shall
26 not be offered in evidence by any party to the Settlement Agreement in any action or
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proceeding against any party hereto in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Judgment, the Settlement Agreement or related release, except that the Settlement Agreement and the exhibits may be filed in this Action or in any related litigation to enforce the Settlement Agreement as evidence of the Settlement or in any subsequent action against or by Defendants to support a defense of res judicata, collateral estoppel, release or other theory of issue preclusion or similar defense.

11. The Court hereby finds the One Million One Hundred and Ninety Thousand Dollars (\$1,190,000) Settlement Amount (also referred to as the “GSA”) provided for in the Settlement Agreement to be fair, reasonable and adequate.

12. The Court hereby confirms Jacob N. Whitehead, Esq. and Meghan N. Higday, Esq. of Whitehead Employment Law and Haig B. Kazandjian, Esq., Cathy Gonzalez, Esq. and Kevin P. Crough, Esq. of Haig B. Kazandjian Lawyers, APC as Class Counsel.

13. Jacob Whitehead and Meghan Higday of Whitehead Employment Law and Haig B. Kazandjian, Cathy Gonzalez and Kevin Crough of Haig B. Kazandjian Lawyers, APC have shown they are qualified to conduct the pending litigation and represent Plaintiffs and the Settlement Class and are therefore approved and confirmed as Class Counsel. Pursuant to the terms of the Settlement Agreement, and the authorities, evidence, and argument set forth in Class Counsel’s application for an award of attorneys’ fees in the amount not to exceed \$476,000.00 (40% of the total GSA to be split between the two firms of Class Counsel) and for actual litigation costs in the amount of \$21,220.97, as final payment for and in complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to Class Counsel is

1 hereby granted. The Court finds that Class Counsel's request falls within the range
2 of reasonableness and that the result achieved justifies the award. The payment of
3 fees and costs to Class Counsel shall be made within seven (7) court days of SAK's
4 transfer of the Gross Settlement funds, in accordance with the terms of the
5 Settlement Agreement.

6
7 14. The Court finds that Plaintiffs, Alfreda Lewis and Maxwell Esposito acted fairly and
8 adequately to protect the interests of the Settlement Class and are hereby confirmed
9 as Class Representatives for the Settlement Class. The Court hereby approves and
10 orders a Service Enhancement Payment in the amount of \$2,500.00 to each (for a
11 total sum of \$5,000.00) of the Class Representatives for their service as Class
12 Representatives. The payment of the Class Representatives' Service Enhancement
13 Payments shall be made within seven (7) court days of SAK's transfer of the Gross
14 Settlement funds, in accordance with the terms of the Settlement Agreement.

15
16 15. Members of the Settlement Class, who did not timely or validly opt out, are bound
17 by this Final Judgment and by the Settlement Agreement, including the Released
18 Claims as provided for in paragraphs 2, 83-84 of the Settlement Agreement as
19 Amended.

20
21 16. The Court approves the settlement of the PAGA claims alleged in the Lawsuit in the
22 amount of \$100,000.00 and the payment of \$75,000 (75%) to the California Labor
23 and Workforce Development Agency ("LWDA") to settle the PAGA claim. The
24 payment of \$75,000 shall be sent by the Settlement Administrator to the LWDA
25 within seven (7) court days of SAK's transfer of the Gross Settlement funds, in
26 accordance with the terms of the Settlement Agreement. Twenty-Five Thousand
27 Dollars (25%) of the PAGA Settlement to be distributed to the PAGA Employees,
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1 who were employed by Defendant in California at any time during the PAGA Period
2 (the period from March 22, 2019 and the date of the Order of Preliminary Approval)
3 based on a proportional share determined by workweeks worked during the PAGA
4 Period.

5 17. The Court further approves the payment of \$10,000 to Simpluris, Inc., the Settlement
6 Administrator from the GSA for the settlement administration fees for administering
7 the Settlement as set forth in the Settlement Agreement. The payment authorized by
8 this paragraph shall be made within seven (7) court days of SAKS's transfer of the
9 GSA to the Settlement Administrator, in accordance with the terms of the Settlement
10 Agreement.
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12 18. Within five (5) court days after the Effective Date, the Settlement Administrator
13 shall make the final calculation of payments from the Net Settlement Amount to be
14 distributed to the Participating Settlement Employees and shall provide SAKS
15 Counsel with a report listing the amount of all payments to be made to each
16 Participating Settlement Employee. The proportional Class settlement share to be
17 paid for each Participating Settlement Class Member shall be allocated based on the
18 number of workweeks worked by each Participating Class Member during the Class
19 Period (the period from March 26, 2016 and the date of this Court's Preliminary
20 Approval Order.)
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22 19. Within ten (10) court days after the Effective Date, Defendant SAKS shall transfer
23 the GSA to the Settlement Administrator, who will deposit the funds into a
24 Settlement Administrator-established account at a federally insured banking
25 institution.
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1 20. Within seven (7) court days after the transfer of the GSA funds to the Settlement
2 Administrator, the Settlement Administrator shall distribute settlement checks to all
3 Participating Settlement Employees and the LWDA; the approved Service
4 Enhancement Awards to the Representative Plaintiffs Lewis and Esposito;
5 Settlement Administration Fees and Class Counsel's attorneys' fees and costs as
6 approved by the Court.
7

8 21. If the Settlement does not become final and effective in accordance with Section X
9 of the Settlement Agreement or pursuant to any of the other terms of the Settlement
10 Agreement, or if Defendant or Plaintiffs withdraw from the Settlement, this Final
11 Approval Order and all orders entered in connection herewith, including the
12 Judgment on this Order, shall be vacated and shall have no further force or effect.
13

14 22. Pursuant to California Rules of Court, rule 3.769(h), the Court hereby enters
15 Judgment in this action; provided, however, that without affecting the finality of the
16 Settlement or the judgment entered herein, this Court shall retain exclusive and
17 continuing jurisdiction over the Lawsuit and the Parties, including all Class
18 Members, for purposes of enforcing and interpreting this Order and Judgment, as
19 well as the administration and consummation of the terms of the Settlement and the
20 claims process established therein.
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22 23. There being no just reason to delay the entry of this Final Judgment the clerk is
23 ordered to enter this Final Judgment forthwith.
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26 **IT IS SO ORDERED.**

27 Dated: _____
28 Hon. Peter Wilson
Judge of the Superior Court

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EXHIBIT 1

EXHIBIT 1

WHITEHEAD EMPLOYMENT LAW

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herself and in her representative capacity for all
similarly situated Aggrieved Employees

[ADDITIONAL COUNSEL LISTED ON THE NEXT
PAGE]

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

ALFREDA LEWIS, an individual, on her own
behalf, and in her representative capacity on
behalf of all other similarly situated Aggrieved
Employees,

Plaintiff,

vs.

SAKS SOUTH COAST LEASEHOLD, LLC, a
Delaware limited liability company; SAKS &
COMPANY, LLC, a Delaware limited liability
company; and DOES 1 through 25, inclusive,

Defendants.

Case No. 30-2020-01143164-CU-OE-CJC

**CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

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Attorneys for Defendants
SAKS SOUTH COAST LEASEHOLD LLC and SAKS & COMPANY LLC

Plaintiffs Alfreda Lewis and Maxwell Esposito (“Plaintiffs”) and Defendant Saks & Company LLC (“Defendant” or “Saks”) (Plaintiffs and Defendant are collectively referred to as the “Parties”) agree to settle this action subject to the terms and conditions below.

I. DEFINITIONS

1. “Action” means the consolidated lawsuit entitled *Alfreda Lewis. v. Saks & Company LLC*, Case No. 30-2020-01143164-CU-OE-CJC, pending in the Superior Court of the State of California for the County of Orange.

2. “Class Claims” means all claims for wages, benefits, and related penalties actually asserted or that reasonably could have been asserted in the Action based on the facts alleged in the Action including but not limited to all of the following: (1) Failure to Pay Wages, (2) Failure to Pay Overtime and Double Time Wages, (3) Failure to Provide Meal and Rest Breaks, (4) Failure to Maintain Accurate Payroll Records, (5) Failure to Provide Accurate Wage Statements, (6) Failure to Reimburse for Work-Related Expenses, and (7) Failure to Pay Wages Due Upon Separation, (8) Failure to Provide Basic Information at the Time of Hiring; (9) Failure to Pay Minimum Wage, (10) Failure to Pay Timely Wages, and (11) all damages, penalties, interest, attorneys’ fees, costs and other amounts recoverable under said claims under California law.

3. “Class Counsel” means Jacob N. Whitehead, Esq. and Meghan N. Higday, Esq. of Whitehead Employment Law located at 7700 Irvine Center Drive, Suite 930, Irvine, CA 92618 and Haig Kazandjian, Esq., Cathy Gonzalez, Esq. and Kevin P. Crough, Esq. of the and Haig B. Kazandjian Lawyers, APC, located at 801 North Brand Blvd., Suite 970, Glendale, CA 91203.

4. “Class Counsels’ Attorney Fees” means attorneys’ fees agreed upon by the Parties and approved by the Court for Class Counsel’s fees incurred in the investigation of the action, the litigation of the action, resolution of the action, administration of the Settlement, including fees incurred through final approval and disbursement of payments under this Settlement and obtaining entry of the Judgement terminating the action, and which shall not exceed Four Hundred and Seventy-Six Thousand Dollars and Zero Cents (\$476,000.00.)

1 5. “Class Member(s)” means all Saks non-exempt employees who worked in
2 sales positions with the following job titles and associated codes: Sales Associate (SAL102 or
3 SAL104) and Brand Ambassador (SST100) at Saks Fifth Avenue Stores in California during
4 the Class Period and who do not timely and properly submit an election to Opt-Out Form
5 pursuant to the terms set forth herein.

6 6. “Class Notice” shall mean the document attached hereto as **Exhibit A**.

7 7. “Class Period” means between May 26, 2016 and the Date of Preliminary
8 Approval of this settlement.

9 8. “Class Settlement Payment” is the allocation from the Net Settlement Amount
10 paid to Participating Class Members on a pro rata basis and does not include the PAGA
11 Employee Payment to PAGA employees.

12 9. “Complaint” means the operative Complaint filed in this Action by Plaintiff
13 Alfreda Lewis on May 26, 2020 and in the action entitled *Maxwell Esposito v. Saks &*
14 *Company LLC*, filed by Plaintiff Maxwell Esposito on September 10, 2020 in the Superior
15 Court of the State of California for the County of Los Angeles, Case No. 20SMCV01252, and
16 as amended in the Consolidated Complaint, attached hereto as **Exhibit B**, which the Parties
17 propose to be filed herewith.

18 10. “Court” means the Superior Court of the State of California for the County of
19 Orange.

20 11. “Date of Preliminary Approval” means the date the Court preliminarily
21 approves this Settlement Agreement, and the exhibits thereto, and enters an order preliminarily
22 approving the Settlement.

23 12. “Defendant” means Saks & Company LLC (“Saks”).

24 13. “Defendant’s Counsel” means Morgan Lewis & Bockius LLP.

25 14. “Effective Date” means the date the Final Order and Judgment becomes
26 binding. The Final Order and Judgment becomes binding on the later of: (i) thirty (30)
27 calendar days after the date of service of entry of the Final Order and Judgment upon
28 Defendant, if no appeal is filed; or (ii) if an appeal or motion to intervene is filed, the date of

1 final resolution of any challenge to the Final Order and Judgment where the resolution affirms
2 the final approval order and judgment. The Effective Date cannot occur, and Defendant will
3 not be obligated to fund this Settlement, unless and until there is no possibility of an appeal or
4 further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal)
5 that could potentially prevent this Settlement Agreement from becoming final and binding.

6 15. "Final Approval Hearing" means the hearing on Plaintiffs' motion for judgment
7 and final approval of this Settlement.

8 16. "Final Order and Judgment" means the final order entered by the Court after the
9 Final Approval Hearing, approving the settlement and entering judgment pursuant to this
10 Settlement Agreement, and which shall be substantially in the form attached to Plaintiff's
11 Motion for Preliminary Approval of this Settlement.

12 17. "Gross Settlement Amount" means the maximum amount payable by Defendant
13 under this Agreement, inclusive of all payments made to Settlement Members, to Plaintiffs, to
14 Class Counsel, to the California Labor and Workforce Development Agency ("LWDA") in
15 settlement of the California Private Attorney General Act, Cal. Lab. Code §2698, *et seq.*
16 Claims, to the Settlement Administrator for Administrative Costs, which is the sum of One
17 Million One Hundred and Ninety Thousand Dollars and Zero Cents (\$1,190,000.00).

18 18. "LWDA" means the California Labor and Workforce Development Agency.

19 19. "LWDA PAGA Penalty Amount" is the 75% share of the \$100,000 (or
20 \$75,000) allocated from the PAGA Payment for civil penalties that will be paid to the LWDA.

21 20. "Net Settlement Amount" means is the portion of the Gross Settlement Amount
22 eligible for distribution to Participating Class Members. It equals the Gross Settlement amount
23 less Class Counsel's attorneys' fees and actual litigation costs as ordered to be paid by this
24 Court, Settlement Administration Expenses, the PAGA Payment, and Service Enhancement to
25 Plaintiff.

26 21. "Order Granting Preliminary Approval" means the Order entered by the Court
27 substantially in the form attached to Plaintiff's Motion for Preliminary Approval of this
28 Settlement and preliminarily approving, *inter alia*, the terms and conditions of this Agreement,

1 the manner and timing of providing notice to the Settlement Employees, and the time period
2 for Class Members to opt-out of and/or make objections to the settlement of the Class Claims
3 under this Settlement.

4 22. "PAGA" means the California Labor Code Private Attorneys General Act,
5 California Labor Code §§ 2698 *et seq.*

6 23. "PAGA Claims" means all claims for PAGA civil penalties that were stated or
7 could have been stated based on the facts alleged in the Action, including but not limited to
8 claims for PAGA civil penalties based on all of the following: (1) Failure to Pay Wages, (2)
9 Failure to Pay Overtime and Double Time Wages, (3) Failure to Provide Meal and Rest
10 Breaks, (4) Failure to Maintain Accurate Payroll Records, (5) Failure to Provide Accurate
11 Wage Statements, (6) Failure to Reimburse for Work-Related Expenses, and (7) Failure to Pay
12 Wages Due Upon Separation, (8) Failure to Provide Basic Information at the Time of Hiring;
13 and (9) Failure to Pay Minimum Wage, and (10) Failure to Pay Timely Wages.

14 24. "PAGA Employees" means those Saks non-exempt employees who worked in
15 sales positions with the following job titles and associated codes: Sales Associate (SAL102 or
16 SAL104) and Brand Ambassador (SST100) at Saks Fifth Avenue Stores in California during
17 the PAGA Period.

18 25. "PAGA Employee Payment" is the 25% share of the One Hundred Thousand
19 Dollars (\$100,000.00) (or \$25,000) allocated from the Gross Settlement Amount for PAGA
20 penalties that will be paid to members of the PAGA Group.

21 26. "PAGA Payment" means the One Hundred Thousand Dollars (\$100,000.00) of
22 the Gross Settlement Amount allocated to the settlement of PAGA Claims which is comprised
23 of the LWDA PAGA Penalty Amount and the PAGA Employee Payment.

24 27. "PAGA Period" means the period from March 22, 2019 and the Date of
25 Preliminary Approval of this Settlement.

26 28. "Participating Class Members" means those Class Members who do not opt out
27 or otherwise exclude themselves from of the settlement of the Class Claims portion of this
28 Settlement.

1 29. “Participating Settlement Employees” means all Participating Class Members
2 and PAGA Employees.

3 30. “Parties” means collectively Plaintiffs and Defendant, as defined herein.

4 31. “Plaintiffs” means Plaintiffs Alfreda Lewis and Maxwell Esposito.

5 32. “Released Class Claims” means the Class Claims that Participating Class
6 Members are fully and irrevocably releasing the Released Parties from in exchange for the
7 consideration provided by this Settlement Agreement, whether arising at law, in contract, or in
8 equity, and whether for economic or non-economic damages, restitution, injunctive relief,
9 penalties, or liquidated damages. The Released Class Claims are set forth in further detail in
10 Section VI, Paragraph 83 below.

11 33. “Released PAGA Claims” means the PAGA Claims that Plaintiffs, on behalf of
12 themselves, the State of California and PAGA Employees, are fully and irrevocably releasing
13 the Released Parties as provided by this Settlement Agreement. The Released PAGA Claims
14 are set forth in further detail in Section VI, Paragraph 85 below.

15 34. “Released Individual Claims” shall include the full and irrevocable general
16 release of the “Released Parties” from the individual claims of Representative Plaintiffs,
17 Alfreda Lewis and Maxwell Esposito as set forth in Section VI, paragraph 88, below.

18 35. “Released Parties” means Saks & Company LLC, and its affiliates, divisions,
19 subsidiaries, parents, including but not limited to Hudson’s Bay Company, predecessors, any
20 merged entity or merged entities and/or its or their present and former officers, partners,
21 directors, managers, supervisors, employees, attorneys, agents, shareholders and/or successors,
22 assigns, trustees, heirs, administrators, executors, representatives and/or principals thereof.

23 36. “Request for Exclusion” means a timely submitted written request to opt out of
24 the settlement of Class Claims in this Settlement completed by a Class Member (substantially
25 in the form included in the Notice of Settlement attached hereto as **Exhibit A**).

26 37. “Service Enhancement” means the incentive payments to each of the
27 representative Plaintiffs, in an amount not to exceed Two Thousand Five Hundred Dollars
28 (\$2,500.00) to each Plaintiff. The Plaintiffs have each entered into separate settlement

1 agreements and general releases with Defendant for Five Thousand Dollars (\$5,000) to each
2 Plaintiff.

3 38. "Settlement Administrator" means Simpluris, Inc., a third-party class action sett
4 lent administrator as agreed to by the Parties and approved by the Court for the purposes of
5 administering this settlement. The Parties each represent that they do not have any financial
6 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
7 Administrator that could create a conflict of interest.

8 39. "Settlement Administration Expenses" means the costs payable from the
9 Settlement Amount to the Settlement Administrator for administering this Settlement,
10 including, but not limited to printing, distributing and tracking documents for this Settlement,
11 calculating estimated amounts per Settlement Member, distributing the Settlement Amount,
12 providing necessary reports and declarations, and other duties and responsibilities set forth
13 herein to process and in effectuating this Settlement, as requested jointly by the parties.

14 40. "Settlement Agreement" means this Class Action and PAGA Settlement and
15 Release.

16 41. "Settlement Employees" means all Class Members and PAGA Employees.

17 42. "Settlement Employee Data" means all information that Saks provides to the
18 Settlement Administrator that identifies or can be used to identify Settlement Employees,
19 including, without limitation, their names, addresses, phone numbers, email addresses,
20 employee numbers, and social security numbers, and the respective number of pay periods
21 each Settlement Employee worked during the Class Period and PAGA Period.

22 43. "Settlement Period" means the applicable Class Period and PAGA Period, as
23 defined herein.

24 **II. LITIGATION BACKGROUND**

25 44. On December 5, 2019, Plaintiff Alfreda Lewis ("Lewis") filed a notice with the
26 LWDA. On May 26, 2020, she filed a PAGA action complaint in the Superior Court of the
27 State of California for the County of Orange alleging various Labor Code violations by Saks,
28 including (1) failure to pay wages, (2) failure to pay overtime wages, (3) failure to provide

1 meal and rest breaks, (4) failure to maintain accurate payroll records, (5) failure to provide
2 accurate wage statements, (6) failure to reimburse for work-related expenses, and (7) failure to
3 pay wages due upon separation (the “*Lewis Complaint*”). \

4 45. On June 18, 2020, Plaintiff Maxwell Esposito (“Esposito”) filed a notice with
5 the LWDA. On September 10, 2020, he filed a PAGA action complaint in the Superior Court
6 of the State of California for the County of Los Angeles alleging various Labor Code
7 violations by Saks, including (1) failure to pay overtime and double time, (2) failure to provide
8 meal and rest periods, (3) failure to pay minimum wage, (4) failure to keep accurate payroll
9 records and provide itemized wage statements, (5) failure to pay all wages earned on time, (6)
10 failure to pay all wages earned upon discharge, (7) failure to provide basic information at the
11 time of hiring, (8) and failure to reimburse necessary, business-related expenses (the “*Esposito*
12 *Complaint*”).

13 46. Given the overlap between Lewis’s and Esposito’s claims, the Parties
14 subsequently agreed to participate in a joint mediation and seek a global resolution. The
15 Parties participated in private mediation with mediator Paul Grossman, Esq. on May 13, 2021,
16 which resulted in a mediator’s proposal. The parties accepted the mediator’s proposal on June
17 22, 2021.

18 47. Pursuant to this Settlement Agreement, Plaintiffs filed the Consolidated
19 Complaint (**Exhibit B**) herewith, asserting individual and class action claims for the Labor
20 Code violations that underlie Plaintiffs’ representative claims under PAGA. Plaintiffs’ also
21 filed an amended notice with the LWDA attaching the draft Consolidated Complaint.

22 48. Saks denies Plaintiffs’ claims, and asserts that, during all relevant times, Class
23 Members were properly paid for all hours worked, received all regular and overtime wages to
24 which such Class Members were entitled, were provided with compliant meal and rest breaks
25 in accordance with California and federal law, and were reimbursed for all necessary business-
26 related expenses in accordance with California law. Saks also asserts that, at all times, Class
27 Members received wage statements that were compliant with the Labor Code, were timely paid
28 all wages as required under the Labor Code, and that Class Members who ended their

1 employment with Saks during the Class Period were properly compensated for all wages due
2 as required by California law. Consequently, Saks does not believe that any liability to
3 Plaintiffs or Class Members exists, or that Plaintiffs or Class Members are entitled to any
4 recovery. In addition, Saks contends that Plaintiffs' claims are not suitable for class,
5 collective, or representative treatment. Saks has agreed to resolve the Action via this
6 Settlement Agreement, but to the extent this Settlement Agreement is deemed void or the
7 Effective Date does not occur, Saks does not waive, but rather expressly reserves, all rights to
8 challenge all such claims and allegations in the Action upon all procedural, merit, and factual
9 grounds, including, without limitation, the ability to challenge class and representative
10 treatment on any grounds and to assert any and all other privileges and potential defenses.

11 49. It is the desire of the Parties to fully, finally, and forever settle, compromise,
12 and discharge all Released Class Claims and Released PAGA Claims against the Released
13 Parties.

14 50. It is the intention of the Parties that this Settlement Agreement shall constitute a
15 full and complete settlement and release of the Released Class Claims and Released PAGA
16 Claims as to all of the Released Parties. As to the Plaintiffs, it is the Parties' intention that this
17 Settlement Agreement, as well as Plaintiff's separately executed Individual Settlement
18 Agreements, shall constitute a full and complete settlement and release of the Released
19 Individual Claims of the Representative Plaintiffs.

20 **III. TERMS OF SETTLEMENT**

21 51. **Non-Admission.** Nothing in this Settlement Agreement, or any
22 communications, papers, or orders related to this Settlement Agreement, shall be construed to
23 be or deemed an admission by the Released Parties of any liability, culpability, or wrongdoing
24 toward the Plaintiffs, the Settlement Employees, or any other person, and Defendant
25 specifically disclaims any liability, culpability, or wrongdoing toward the Plaintiff, the
26 Settlement Employees, or any other person, or that class certification or a representative action
27 is appropriate in this or any other matter. Each of the Parties has entered into this Settlement
28 Agreement with the intention to avoid further disputes and litigation with the attendant

1 inconvenience, expenses, and contingencies. This Settlement Agreement and any
2 communications, papers, or orders related to the Settlement Agreement may not be cited or
3 otherwise admitted as evidence of liability or that class certification is appropriate or that a
4 representative action could ever be manageably tried before a court. There has been no final
5 determination by any court as to whether a class should be certified, or whether the
6 representative claims can manageably be adjudicated, other than for settlement purposes only.
7 Furthermore, nothing in this Settlement shall be considered any form of waiver of any
8 alternative dispute resolution provisions.

9 52. **Certification of Class Members as to Class Claims and Approval of**
10 **Representative Action.** The Parties stipulate, for settlement purposes only, to the certification
11 by the Court of a class of Class Members as to all Class Claims asserted in the Action for
12 settlement purposes only. The Parties also stipulate to the approval by the Court of a PAGA
13 representative action as to all PAGA Claims asserted in the Action for settlement purposes
14 only. The Parties further stipulate that, for settlement purposes only, Whitehead Employment
15 Law and Haig B. Kazandjian Lawyers, APC, may be preliminarily and conditionally appointed
16 as Class Counsel. Defendant's stipulation to the certification of a class of Class Members and
17 to a representative action for PAGA Employees shall not be construed as an admission or
18 acknowledgment of any kind that any class should be certified or that any claims should be
19 given class or representative action treatment

20 53. **Non-Approval By The Court.** In the event that this Settlement Agreement is
21 not approved by the Court, fails to become effective, or is reversed, withdrawn or modified by
22 the Court:

- 23 a. The Settlement Agreement shall have no force or effect, other than the
24 confidentiality and non-disclosure provisions and the non-admission provisions;
25 b. The Settlement Agreement shall not be admissible in any judicial,
26 administrative or arbitral proceeding for any purpose or with respect to any issue,
27 substantive or procedural;
28

1 c. The preliminary certification of the class of Class Members and the
2 approval of a representative action shall become null and void, and the fact that the
3 Parties stipulated to the certification of Class Members and Class Claims, and to
4 approval of representative treatment of the PAGA Claims, for purposes of this
5 Settlement shall not be admissible in any judicial, administrative or arbitral
6 proceeding for any purpose or with respect to any issue, substantive or procedural;

7 d. The Consolidated Complaint shall be deemed a nullity and the *Lewis*
8 Complaint shall serve as the operative complaint in this action and the *Esposito*
9 Complaint shall serve as the operative complaint in the Esposito action pending in
10 Los Angeles Superior Court; and

11 e. None of the Parties to this Settlement Agreement will be deemed to have
12 waived any claims, objections, defenses or arguments with respect to the issue of
13 class certification, representative treatment, or the merits of Plaintiffs' claims.

14 54. **Settlement Allocation.** Saks agrees to pay a Gross Settlement Amount of One
15 Million One Hundred and Ninety Thousand Dollars (\$1,190,000). The Parties agree, subject
16 to Court approval, to the following allocations:

17 a. From the Gross Settlement Amount, Class Counsel may seek from the
18 Court a maximum of \$476,000 (40%) of the Gross Settlement Amount in
19 attorneys' fees in addition to actual litigation costs of up to \$25,000.00 for serving
20 as Class Counsel, which Saks will not oppose.

21 b. From the Gross Settlement Amount, Plaintiffs may seek from the Court
22 Service Enhancements not to exceed \$2,500.00 each for their efforts and service
23 leading to this Settlement, which Saks will not oppose.

24 c. From the Gross Settlement Amount, the Parties agree to allocate the
25 payment of Settlement Administration Expenses in a reasonable amount, which
26 amount shall not exceed \$10,000.00.

27 d. If the Court approves a lesser amount of attorney's fees, litigation costs,
28 Service Enhancements, or Settlement Administration Expenses than those sought
by Plaintiffs and/or Class Counsel, any amount disallowed by the Court shall be

1 added to the Net Settlement Amount and apportioned equally to Participating
2 Class Members.

3 e. From the Gross Settlement Amount, the Parties agree to allocate One
4 Hundred Thousand Dollars (\$100,000.00) to the PAGA Payment as follows: (1)
5 the \$75,000 LWDA Penalty Amount, and (2) the \$25,000 PAGA Employee
6 Payment on a pro rata basis based on the number of pay periods that PAGA
7 employees worked during the PAGA Period. Saks shall provide the Settlement
8 Administrator the number of pay periods worked by PAGA Employees during the
9 PAGA Period. The number of pay periods worked by PAGA Employees shall be
10 determined based on Saks's employment records. The PAGA Employee Payment
11 shall be treated as miscellaneous income, which shall be reported on an IRS 1099
12 without withholdings.

13 f. The Net Settlement Amount is the balance of the Gross Settlement Amount
14 including interest accruing to it, after payments have been made for attorneys' fees
15 and litigation expenses, Settlement Administration Expenses, Plaintiffs' Service
16 Enhancement, and the PAGA Payment (the LWDA PAGA Penalty Amount and
17 the PAGA Employee Payment). Settlement Payments shall be allocated to the
18 Participating Class Members for allegedly unpaid wages, overtime, premium
19 wages, the Participating Class Members' share of payroll taxes, and related fees,
20 interest, and penalties. The Net Settlement Amount shall be used to pay all
21 Settlement Payment amounts due to Participating Class Members based on their
22 weeks worked in the Class Period.

23 55. **Objections by Participating Class Members to the Settlement of Class**

24 **Claims.** Any Class Member who opts out of the settlement of the Class Claims may not object
25 to the settlement. Any Class Member who does not opt out will become a Participating Class
26 Member, and will still be bound by the settlement even if he/she objects to the settlement so
27 long as his/her objection is overruled. The procedure for filing an objection is described in
28 more detail in Paragraph 62, below.

1 56. **Opt Outs By Class Members from the Settlement of Class Claims.** Class
2 Members who wish to “opt-out” of and be excluded from the settlement of the Class Claims
3 must submit a written Request for Exclusion to the Class Claims aspects of the settlement, as
4 described in more detail in Paragraph 65, below. Even if a Class Member opts out of the
5 settlement of the Class Claims, he/she shall be deemed to have fully, finally, and forever
6 released the Released Parties from the Released PAGA Claims as set forth in full in Section
7 VI, below.

8 57. **Releases.** Upon the Effective Date, all Participating Settlement Employees
9 shall be deemed to have fully, finally, and forever released all Released Parties from the
10 Released Class Claims and Released PAGA Claims as set forth in full in Section VI, below.

11 58. **No Reliance.** All Parties represent that they have not received, and shall not
12 rely on, advice or representations from other Parties or their agents or attorneys regarding the
13 tax treatment of payments under federal, state, or local law.

14 59. **Entry of Judgment.** At the Final Approval Hearing, the Parties will request
15 that the Court, among other things: (a) certify the Class Members and Class Claims for
16 purposes of settlement only; (b) enter a Final Order and Judgment substantially in the form
17 attached to Plaintiff’s Motion for Preliminary Approval of this Settlement; (c) approve the
18 settlement of the Class Claims as fair, adequate, reasonable, and binding on all Participating
19 Settlement Employees; (d) approve the settlement of the PAGA Claims as providing genuine
20 and meaningful relief, consistent with the underlying purpose of the PAGA to benefit the
21 public; (e) enter an order permanently enjoining all Participating Settlement Employees from
22 pursuing and/or seeking to reopen claims that have been released by this Agreement; and (f)
23 incorporate the terms of this Settlement Agreement into its Final Order and Judgment.

24 60. **Notice to the LWDA.** In connection with their filing of a motion requesting
25 preliminary approval of the Settlement, Plaintiffs and Class Counsel shall notify the LWDA of
26 the existence of the Settlement as required pursuant to Labor Code Section 2699 *et seq.*

1 **IV. SETTLEMENT ADMINISTRATION**

2 61. **Summary of Duties.** The Settlement Administrator shall be responsible for:

3 (a) estimating each Settlement Employee's recovery from the Net Settlement Amount;

4 (b) preparing and mailing Class Notices with estimated settlement payment amounts to all

5 Settlement Employees, including taking appropriate steps to skip trace, update and locate any

6 individual Settlement Employee whose address or contact information as provided to the

7 Settlement Administrator is inaccurate or outdated; (c) receiving and serving on Class Counsel,

8 Defendant's Counsel, and the Court, any opt out statements, copies of written objections, and

9 any withdrawal and rescission statements from Class Members; (d) providing to Class Counsel

10 and Defendant's Counsel a weekly report of activity; (e) establishing a toll-free telephone line

11 and website and responding to inquiries and requests for information or assistance from

12 Settlement Employees; (f) maintaining the Gross Settlement Amount account at a federally

13 insured banking institution; (g) determining and paying the final amounts due to be paid to

14 Participating Settlement Employees after adjustment for funds due to Class Members who opt

15 out of the settlement of Class claims; (h) preparing and delivering to Participating Settlement

16 Employees necessary tax reporting documents, including Form 1099 where applicable,

17 (i) reporting to Class Counsel, Defendant's Counsel, and the Court regarding the completion of

18 the tasks identified in this paragraph; and (j) carrying out other related tasks in accordance with

19 the terms of this Settlement Agreement.

20 62. **Certification Reports Regarding Settlement Employees Payment**

21 **Distribution.** Within fourteen (14) calendar days after expiration of the Response Deadline,

22 the Settlement Administrator will provide Defendant's counsel and Class Counsel with a

23 written report which certifies: a.) the number of Class Members who have submitted valid

24 Election to Opt-Out Forms; b.) the number of Settlement Members who have submitted an

25 objection to the settlement, along with copies of all such objections. Additionally, the

26 Settlement Administrator will provide to counsel for the Parties any updated reports regarding

27 the administration of the Settlement Agreement as reasonably requested by a Party.

28

1 63. **Use of Settlement Employee Data.** The Settlement Administrator has, and
2 will maintain for as long as it accesses, processes, stores or transmits any Settlement Employee
3 Data supplied by Saks, a comprehensive, written information security program that complies
4 with applicable law and industry best practices (the “Security Program”). The Security
5 Program will apply to all locations, systems, devices and equipment used by the Settlement
6 Administrator (or any vendors, subcontractors, or third parties retained by Administrator) to
7 access, process, store, or transmit Settlement Employee Data (“Administrator Systems”), and it
8 will include physical, administrative, and technical security controls that prevent unauthorized
9 access to, disclosure of, loss of, or use of the Administrator Systems and the Settlement
10 Employee Data that those Administrator Systems process, store, or transmit. In the event that
11 the Settlement Administrator suspects that any Administrator Systems or Settlement Employee
12 Data that the Administrator Systems or the Settlement Administrator processes, stores, or
13 transmits is subject to any suspected or actual unauthorized access, use, or disclosure, the
14 Settlement Administrator will immediately notify counsel for Saks. The Settlement
15 Administrator shall use Settlement Employee Data only to the extent necessary to administer
16 the settlement, shall securely delete Settlement Employee Data when no longer required for
17 that purpose or by law, and shall not disclose Settlement Employee Data to any third party.

18 64. **Disputes.** All disputes relating to the Settlement Administrator’s ability and
19 need to perform its duties shall be referred to the Court, if necessary, which will have
20 continuing jurisdiction over the terms and conditions of this Settlement Agreement, until all
21 payments and obligations contemplated by the Settlement Agreement have been fully
22 executed.

23 65. **Objections.** Class Members may only object to the settlement of the Class
24 Claims. A Settlement Employee may object by filing a written objection with the Settlement
25 Court using the case name and number of the Settlement Court (found on the first page of the
26 Notice Packet), and mailing a copy of his/her written objection to Class Counsel, Counsel for
27 Saks, and the Settlement Administrator at the addresses listed in the Notice Packet, each by no
28 later than the Response Deadline. The Response Deadline shall be no later than sixty (60) days

1 from the date of mailing of the Notice, or seventy-five (75) days for re-mailed Notices, and
2 such deadline shall apply notwithstanding any argument regarding non-receipt of the notice.
3 The date of the postmark on the envelope containing the objection shall be the exclusive means
4 used to determine whether the objection has been timely submitted. The Settlement
5 Administrator shall verify the timeliness of any objection received. Anyone who fails to
6 postmark an objection in this manner shall be deemed to have waived any objections and shall
7 be foreclosed from making any objection to the fairness or adequacy of the proposed
8 Settlement, the requested Class Counsel Attorneys' Fees, Class Counsel Costs, the
9 Enhancement Payment, the Release and any other provision of this Settlement, and from filing
10 any appeal from any Final Order and Judgment issued by the Court. The Parties may file a
11 response to any objections submitted by Participating Class Members at or prior to the Final
12 Approval Hearing. Participating Class Members shall be permitted to withdraw their
13 objections in writing by submitting a withdrawal statement to the Settlement Administrator not
14 later than one (1) business day prior to the Court's Final Approval Hearing, or as otherwise
15 ordered by the Court.

16 66. **Requests for Exclusion.** Class Members may only opt out of the settlement of
17 the Class Claims. The Settlement Administrator shall receive any opt outs from Class
18 Members, and verify their timeliness and compliance with these terms. Any request to opt out
19 must bear a post-mark within sixty (60) days from the date of mailing of the Notice, or
20 seventy-five (75) days for re-mailed notices (the "Response Deadline"). The Request for
21 Exclusion (**Exhibit C**) must include: (a) the Class Member's name; (b) a statement that the
22 Class Member desires to exclude himself or herself from the case; and (c) the last four digits of
23 the Class Member's social security number. If a Class Member submits a deficient opt-out, the
24 Settlement Administrator shall notify the Class Member of the deficiency within five (5)
25 business days of receipt. The Class Member shall have ten (10) business days after the notice
26 of deficiency is sent by the Settlement Administrator to cure said deficiencies. Otherwise, if
27 his or her Request for Exclusion is not postmarked within ten (10) business days of the date of
28 the notice of deficiency, his or her request to opt out will be rejected. The date of the postmark

1 on the envelope containing the request for exclusion shall be the exclusive means used to
2 determine whether a request for exclusion has been timely submitted. Requests for exclusion
3 must be exercised individually by a Class Member. Attempted group, class, or subclass
4 requests for exclusions shall be ineffective and disregarded by the Settlement Administrator.
5 Class Members submitting untimely or deficient opt-outs shall become Class Members, shall
6 be bound by the Settlement, and will receive a Class Settlement Payment. Class Members
7 shall be permitted to rescind their opt out statements in writing by submitting a rescission
8 statement to the Settlement Administrator not later than one (1) business day prior to the
9 Court's Final Approval Hearing, or as otherwise ordered by the Court. The Settlement
10 Administrator shall not accept late opt-out Forms without the written authorization of
11 Defendant beyond the Response Deadline.

12 67. The Parties shall request that a Final Approval Hearing be set within a
13 reasonable time after the last day of the Notice Period, and no earlier than 90 calendar days
14 after the Motion for Preliminary Approval of Settlement is filed with the Court.

15 68. No later than thirty (30) calendar days before the Final Approval Hearing, the
16 Settlement Administrator shall provide Class Counsel and counsel for Defendant with a
17 "Declaration of Compliance" with the terms of this Settlement to be filed with the court by
18 Class Counsel.

19 69. No later than ten (10) calendar days before the Final Approval Hearing, Class
20 Counsel shall file a Motion for Final Approval, Memorandum of Points and Authorities in
21 Support of the Settlement, and any other documents reasonably necessary to obtain the Court's
22 approval of Settlement.

23 70. **Report re Exclusions and Objections.** If the Court enters the Order Granting
24 Preliminary Approval, then at the resulting Final Approval Hearing, Plaintiffs and Defendant,
25 through their counsel of record, shall address any timely written objections, if any, from Class
26 Members who are not opt-outs, and any concerns of the Court, if any. Along with the motion
27 for final approval, Plaintiffs will present a full report to the Court on all disputes, exclusions
28 and objections received, any evidence submitted, and any initial resolution of dispute made by

the Settlement Administrator. The Court will consider any disputes and objections at Final Approval Hearing and shall have the right to review and reverse any decision made by the Claims Administrator regarding a claim dispute.

71. **Final List of Participating Settlement Employee Payments.** When and if the Court enters the Final Order and Judgment, and the Effective Date as defined herein has passed, the Settlement Administrator shall prepare a final list of all Participating Settlement Employees and their applicable estimated Class Settlement Payment and/or PAGA Employee Payment. The Settlement Administrator shall calculate applicable federal and state deductions for the Class Settlement Payment and shall include such information in the final list. The Settlement Administrator shall provide this list to Saks within five (5) court days after the Effective Date. For each Participating Settlement Employee on this list, the Settlement Administrator will issue checks payable to said Participating Settlement Employees.

72. **Calculation of Payments to Settlement Employees.** The Settlement Administrator will calculate pro rata Class Settlement Payments to Participating Class Members based on each Participating Class Member's relative percentage of pay periods worked in the Class Period as reflected on Saks's internal records. This same percentage will also determine the pro rata share of the PAGA Employee Payment to the PAGA Employees. After deducting for attorney's fees, litigation costs, the Service Enhancement, the PAGA payment (both the LWDA PAGA Penalty Amount and the PAGA Group Payments paid to the PAGA Group), and Settlement Administration Expenses, the remainder of the Gross Settlement Amount will be allocated to Class Members as the Net Settlement Amount.

73. **Disputes re Individual Class Settlement Payments and PAGA Employee Payments.** The Class Notice will include a "Settlement Payment Information Sheet" which will inform Class Members of the number of pay periods they worked in the Class Period and PAGA Period and their estimated Class Settlement Payment and PAGA Employee Payment. Settlement Class Members will have the opportunity, should they disagree with Defendant's records regarding the pay periods stated on their Settlement Payment Information Sheet, to provide documentation and/or an explanation to show contrary dates of work in relevant

positions. Such dispute must be submitted to the Settlement Administrator by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator will determine the eligibility for, and the amounts of, any individual Class Settlement Payment or PAGA Employee Payment under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Class Settlement Payment and PAGA Employee Payment will be binding upon the Settlement Class Member and the Parties.

74. **Allocation of Payments to Settlement Employees.** All Class Settlement Payments to Participating Class Members shall be allocated as follows: (a) 25% as wages, (b) 50% as penalties, and (c) 25% as interest. All PAGA Employee Payments will be allocated entirely to penalties. Saks is responsible for funding the payment of the employer tax contributions as required by law. Plaintiffs and Participating Class Members must pay their own portion of payroll and all applicable income taxes on the 25% of Class Settlement Payment that is unpaid wages, and such amounts will be withheld from Class Settlement Payments. Plaintiffs and Participating Class Members shall be exclusively liable for any and all tax liability, if any, other than for the employer tax contributions.

75. **Qualified Settlement Fund.** Saks shall provide payment to the Settlement Administrator within ten (10) court days after the Effective Date. The Settlement Administrator shall create a Qualified Settlement Fund ("QSF"), to be funded by Defendant and administered by the Settlement Administrator.

76. **Timing of Distribution of Settlement Checks.** Within seven (7) court days after Defendant funds the Settlement as set forth herein, the Settlement Administrator shall distribute checks to all Participating Settlement Employees, pay Plaintiffs their Service Enhancement, issue a check to the LWDA for the LWDA PAGA Penalty Amount, and pay Class Counsel's attorney's fees and costs.

77. **Declaration of Settlement Administrator.** The Settlement Administrator shall provide a declaration of payment, which will be filed with the Court and served on Class

Counsel and Defendant within thirty (30) calendar days of mailing the payments to Participating Settlement Employees, Plaintiff, and Class Counsel.

78. **Uncashed Settlement Checks.** Participating Settlement Employees who are sent Settlement payments shall have at least one hundred and eighty (180) calendar days after mailing by the Settlement Administrator to cash their settlement checks and will be so advised of such deadline. If any Participating Settlement Employees do not cash their checks within that period, those checks will become void. Five (5) court days after the 180th day elapses, the Parties shall report to the Court the total amount that was actually paid to Participating Settlement Employees who cashed their check(s). Funds represented by Settlement checks returned as undeliverable and checks remaining uncashed for more than one hundred and eighty (180) calendar days after issuance shall be sent to the State Controller's Office under the Unclaimed Property Law Statutes.

V. NOTICE OF SETTLEMENT

79. Within twenty (20) calendar days after the Date of Preliminary Approval by the Court, Defendant shall provide to the Settlement Administrator the Settlement Employee Data. As set forth in Paragraph 60, above, the Settlement Administrator shall keep this information confidential and secure from breach.

80. The Settlement Administrator shall prepare for mailing the Class Notice (**Exhibit A**, hereto). Class data for Settlement Employees shall not be disclosed to Plaintiffs, Class Counsel, or any other Settlement Employees without the written consent of Defendant.

81. Prior to mailing the Class Notices, the Settlement Administrator will update the Settlement Employee Data using the National Change of Address database and other available resources deemed suitable by the Settlement Administrator. Any returned envelopes from the initial mailing with forwarding addresses will be used by the Settlement Administrator to locate Settlement Employees and re-mail the Class Notice to the correct or updated address. The Settlement Administrator will use all appropriate tracing methods, including skip tracing, to ensure that the Class Notices are received by Settlement Employees. The Settlement

1 Administrator shall also take reasonable steps including skip tracing to locate any Settlement
2 Employees whose Class Notice is returned as undeliverable.

3 82. The Parties agree that the procedures set forth in this Section comply with due
4 process requirements, constitute reasonable and the best practicable notice under the
5 circumstances, and constitute an appropriate and sufficient effort to locate current addresses
6 for Class Members such that no additional efforts to do so shall be required. Any Class
7 Members who do not receive the Class Notice after these procedures have been followed will
8 nonetheless be bound by this Settlement.

9
10 **VI. RELEASES BY PARTICIPATING SETTLEMENT EMPLOYEES**

11 83. **Release by Participating Class Members.** As of the date checks are mailed to
12 Participating Class Members, in exchange for the consideration set forth in this Agreement,
13 Plaintiffs and Participating Class Members release the Released Parties from the Released
14 Class Claims. Released Class Claims include any and all wage and hour claims that accrued
15 up to the end of the Class Period and that have been or could have been asserted in the instant
16 Action based on the allegations in the Complaint and LWDA Notice in this Action, including
17 but not limited to, any violation of the California Labor Code, Industrial Welfare Commission
18 Orders, and all applicable laws for Failure to Pay Wages, Failure to Pay Overtime and Double
19 Time Wages, Failure to Provide Meal and Rest Breaks Failure to Maintain Accurate Payroll
20 Records, Failure to Provide Accurate Wage Statements, Failure to Reimburse for Work-
21 Related Expenses, Failure to Pay Wages Due Upon Separation, Failure to Provide Basic
22 Information at the Time of Hiring, and Failure to Pay Minimum Wage; Unfair Competition in
23 Violation of Business & Professions Code §§ 17200, *et seq.*; any derivative claims based on
24 such alleged violations, including those under the Fair Labor Standards Act (“FLSA”) or any
25 applicable California Industrial Welfare Commission Wage Order; related common law claims
26 for conversion, other alleged tortious conduct, breach of contract, and misrepresentation; and
27 any other derivative claims under California law including claims for statutory or civil
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penalties, liquidated damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and declaratory relief.

84. The period of the Released Class Claims shall extend to the limits of the Class Period. The judgment entered as a result of this settlement shall have res judicata effect to the fullest extent allowed by law. The definition of Released Class Claims shall not be limited in any way by the possibility that Plaintiffs or Participating Class Members may discover new facts, legal theories or legal arguments not alleged in the Action as to Saks Fifth Avenue stores but which might serve as an alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling within the definition of Released Class Claims. Any Class Member who submits a timely and valid request for exclusion to the settlement of the Class Claims will not be bound by the release of the Released Class Claims. However, he/she will still be bound by the release of the Released PAGA Claims.

85. **Release of PAGA Claims.** Plaintiffs, on behalf of themselves, the State of California and all PAGA Employees, release the Released Parties from the Released PAGA Claims. No PAGA Employee may opt out of this release. The Released PAGA Claims include any and all claims and/or causes of action under PAGA (Cal. Labor Code §§ 2698 *et seq.*) that accrued up to the end of the PAGA Period and that have been or could have been asserted in the instant Action based on the allegations in the original and amended Complaints and LWDA Notice, including but not limited to, Failure to Pay Wages, Failure to Pay Overtime and Double Time Wages, Failure to Provide Meal and Rest Breaks Failure to Maintain Accurate Payroll Records, Failure to Provide Accurate Wage Statements, Failure to Reimburse for Work-Related Expenses, Failure to Pay Wages Due Upon Separation, Failure to Provide Basic Information at the Time of Hiring, and Failure to Pay Minimum Wage; Unfair Competition in Violation of Business & Professions Code §§ 17200, *et seq.*; any derivative claims based on such alleged violations, including those under any applicable California Industrial Welfare Commission Wage Order; and any other derivative claims under California law including claims for statutory or civil penalties, liquidated damages, punitive damages,

1 interest, attorneys' fees, litigation and other costs, expenses, restitution, and equitable and
2 declaratory relief.

3 86. The period of the Released PAGA Claims shall extend to the limits of the
4 PAGA Period. The judgment entered as a result of this settlement shall have res judicata effect to
5 the fullest extent allowed by law. The definition of Released PAGA Claims shall not be limited
6 in any way by the possibility that Plaintiffs may discover new facts, legal theories or legal
7 arguments not alleged in the Action as to Saks Fifth Avenue stores but which might serve as an
8 alternative basis for pursuing the same claims, causes of action, or legal theories of relief falling
9 within the definition of Released PAGA Claims.

10 **VII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL AND**
11 **BETWEEN PRELIMINARY AND FINAL APPROVAL**

12 87. Class Counsel will submit this Settlement Agreement to the Court together with
13 a Motion for Preliminary Approval of Settlement and Certification of the Class, and shall
14 report the settlement to the LWDA and otherwise comply with Section 2699(*l*) of the Labor
15 Code. The motion shall also seek an order:

- 16 (a) Preliminarily approving the settlement;
 - 17 (b) Deeming the Consolidated Complaint filed and approved as the operative
18 complaint in the Action;
 - 19 (c) Approving as to form and content the proposed Class Notice;
 - 20 (d) Directing the mailing of the Class Notice and instructions by first class
21 mail to Settlement Employees;
 - 22 (e) Preliminarily certifying the Class Members and Class Claims for purposes
23 of settlement and preliminarily appointing Plaintiffs and Class Counsel as
24 representatives of the Class Members;
 - 25 (f) Preliminarily approving settlement administration services to be provided
26 by the Settlement Administrator; and
- 27
28

(g) Scheduling a Final Approval Hearing on the question of whether the proposed settlement should be finally approved as fair, reasonable and adequate as to the Class Members.

88. Saks shall provide to the Settlement Administrator the Settlement Employee Data within twenty (20) calendar days after the Date of Preliminary Approval. Saks shall submit this information in electronic format as specified by the Settlement Administrator.

89. The Parties shall cooperate with each other and the Settlement Administrator during the process of giving Settlement Employees notice and Class Members the opportunity to opt out of the settlement of the Class Claims, in every way necessary and appropriate to assure effective communication to individual Class Members of information concerning their rights and obligations under this Settlement Agreement.

90. Class Counsel shall provide the Court in connection with the Motion for Final Approval of the Settlement a declaration by the Settlement Administrator of due diligence and proof of mailing of the Notice of Settlement required to be mailed to Class Members by this Settlement Agreement, and of the delivery results of the Settlement Administrator's mailings including tracing and re-mailing efforts.

VIII. DUTIES OF THE PARTIES AFTER FINAL COURT APPROVAL

91. Class Counsel will submit a proposed Final Order and Judgment for approval, which shall include findings and orders:

- (h) Confirm that Plaintiffs provided adequate notice to the LWDA of the PAGA portions of the settlement;
- (i) Approving the PAGA portions of the settlement as providing genuine and meaningful relief, consistent with the underlying purpose of the PAGA to benefit the public;
- (j) Approving the settlement of the Class Claims, adjudging the terms thereof to be fair, reasonable and adequate, and directing that its terms and provisions be carried out;
- (k) Approving the payment of Service Enhancements to the Plaintiffs;

- (l) Approving Class Counsel's application for an award of attorneys' fees and reimbursement of out-of-pocket litigation expenses; and
- (m) Providing that the Court will retain jurisdiction after the Final Approval Order solely for purposes of addressing (i) the interpretation and enforcement of the terms of this Stipulation; (ii) Settlement Administration matters; and (iii) such post-Final Judgment matters as may be appropriate under court rules or as otherwise sets forth in this Stipulation.

92. Following entry of the Court's Final Order and Judgment approving the Settlement Agreement, the parties will each act to assure its timely execution and the fulfillment of all its provisions, including but not limited to the following:

- (n) Should an appeal be taken from the Final Order and Judgment approving the Settlement Agreement, all parties will support the Final Order and Judgment on appeal;
- (o) The Parties and Class Counsel will certify to the Court completion of all payments required to be made by this Settlement Agreement.

IX. PRELIMINARY TIMELINE FOR COMPLETION OF SETTLEMENT

93. The preliminary schedule for notice, approval, and payment procedures carrying out this Settlement is as follows. This schedule is only intended to summarize pertinent events as they relate to settlement administration; it does not modify any other provisions of this Agreement or otherwise alter the Parties' obligations hereunder. The schedule may be modified depending on whether and when the Court grants necessary approvals and orders notice to the class, and sets further hearings. In the event of such modification, the parties shall cooperate in order to complete the settlement procedures as expeditiously as reasonably practicable.

1	Within 20 days after the Date of Preliminary Approval	Saks to provide the Settlement Administrator Settlement Employee Data, as well as any relevant information regarding their dates of employment and the number of pay periods worked by Settlement Employees during the applicable Settlement Period.
2		
3		
4	30 days after Preliminary Approval of Settlement	Settlement Administrator to complete any skip trace or other address searched for Settlement Employees, including updating any contact information.
5		Mailing by first class mail of Class Notice.
6		
7		
8	60 days after mailing of Class Notice; and 75 days for re-mailed Class Notices	“Response Deadline” for Class Members to opt-out or object to the settlement of the Class Claims.
9		
10	1 business day prior to the hearing on Final Approval	Last day for Class Members to rescind objections or opt-outs to the settlement of the Class Claims.
11		
12	Thirty (30) days after entry of the Court’s order granting final approval of the Settlement Agreement unless an appeal and/or motion to intervene is timely filed. If an appeal or motion to intervene is filed, then “Effective Date” means the date of final resolution of any appeal from the order granting final approval of the Settlement Agreement where the resolution affirms the final approval order and judgment. The Effective Date cannot occur, and Saks will not be obligated to fund this Settlement, unless and until there is no possibility of an appeal or further appeal that could potentially prevent this Settlement Agreement from becoming final and binding.	Effective Date
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25	Within 5 court days after the Effective Date	Settlement Administrator to make the final calculation of payments from the Net Settlement Amount to be distributed to the Participating Settlement Employees and provide Saks’s counsel with a report listing the amount of all payments to be made to each Participating Settlement Employee.
26		
27		
28		

Within 10 court days after the Effective Date	Saks to transfer the Gross Settlement Amount to the Settlement Administrator who will deposit in a Settlement Administrator-established account at a federally insured banking institution.
Within 7 court days of Saks's transfer of Gross Settlement Amount to the Settlement Administrator	Settlement Administrator to distribute and pay: Settlement checks to all Participating Settlement Employees and the LWDA; the Service Enhancements approved by the Court to Plaintiff; Settlement Administration Expenses; and the attorney's fees and costs approved by the Court to Class Counsel.
180 days after payment of settlement checks	Expiration of Participating Settlement Employees' settlement checks.
Within 10 days of expiration of Participating Settlement Employees' settlement checks	Settlement Administrator to provide a declaration of payment and report regarding uncashed checks, which will be filed with the Court and served on Class Counsel and Saks. Settlement Administrator to issue checks to the State Controller's Office, Unclaimed Property Division

X. VOIDING OR MODIFYING THE SETTLEMENT AGREEMENT

94. Separate from and in addition to the requirements that the conditions precedent set forth herein are fulfilled before this settlement becomes effective, Defendant also has the right to withdraw from the Settlement at any time prior to final approval if: (a) 5% or more of Class Members opt out of the Settlement; or (b) the Settlement is construed in such a fashion that Defendant is required to pay more than the Gross Settlement Amount (except for Defendant's obligation to pay the employer's share of payroll taxes which is not included in the Gross Settlement Amount and will be funded separately by Defendant); or (c) the Court does not certify the Class Members or does not conditionally certify a class releasing the claims set forth herein, or otherwise makes an order inconsistent with any of the terms of this Settlement Agreement; or (d) Plaintiffs or their counsel breach this Settlement Agreement. In the event of Defendant's withdrawal, Defendant will pay the costs already incurred by the Settlement Administrator unless the withdrawal is the result of Plaintiffs' or their counsel's breach of the Settlement Agreement.

1 95. If for any reason the Settlement is not approved by the court, or if Defendant or
2 Plaintiffs withdraw from the Settlement, this Settlement Agreement and any related settlement
3 documents will be null and void, other than the confidentiality, non-disclosure provisions and
4 the non-admission provisions herein and any class or collective action certified or approved for
5 settlement purposes will be vacated. In such an event, neither this Settlement Agreement, nor
6 the settlement documents, nor the negotiations leading to the Settlement may be used as
7 evidence for any purpose, and Defendant shall retain the right to challenge all claims and
8 allegations in the action, to assert all applicable defenses, and to dispute the propriety of class
9 or collective certification on all applicable grounds.

10 96. If any time period specified in the above three paragraphs passes before the
11 party holding a right or option to request adjustment or rescind exercises that right or option,
12 that party shall be deemed to have waived its right or option and the Settlement Agreement
13 shall proceed on the terms specified herein.

14 97. Other than as specified above, this Settlement Agreement may not be changed,
15 amended, altered, or modified, except in writing and signed by counsel for the Parties hereto,
16 and approved by the Court. This Settlement Agreement may not be discharged except by
17 performance in accordance with its terms or by a writing signed by the Parties hereto.

18 **XI. CONFIDENTIALITY AND PUBLICITY**

19 98. Settlement Employee Data shall be kept strictly confidential by the Settlement
20 Administrator who will not release such information to Class Counsel and will only file such
21 information under seal if necessary. Class Counsel agrees that any information they receive or
22 have received in connection with this Settlement, may be used for this action only, and may
23 not be used for any purpose or in any other action or proceeding.

24 99. Plaintiffs and Class Counsel agree not to disclose the terms of this Settlement,
25 except in court papers, or if required by legal process, as necessary to effectuate and administer
26 the terms of this Settlement, or for accounting or tax reporting purposes. Neither Plaintiffs nor
27 Class Counsel, directly or indirectly, shall issue a press release or hold a press conference,
28 publish information about the settlement on any website (other than used by the Settlement

Administrator for settlement administration purposes), or otherwise publicize the settlement. Plaintiffs and Class Counsel agree not to respond to any press inquiries concerning the settlement except to refer reporters to the papers filed with the Court. Notwithstanding the foregoing, Class Counsel may refer to the Settlement in any adequacy of counsel declarations, or related court filings.

XII. PARTIES' AUTHORITY

100. The signatories hereby represent and warrant that they are fully authorized to enter into this Settlement Agreement and bind the respective Parties hereto to the terms and conditions hereof.

XIII. MUTUAL FULL COOPERATION

101. The Parties agree to fully cooperate with each other to accomplish the terms of this Settlement Agreement, including but not limited to, executing such documents and taking such other action as may reasonably be necessary to implement the terms of this Settlement Agreement. The Parties to this Settlement Agreement shall use their best efforts, including all efforts contemplated by this Settlement Agreement and any other efforts that may become necessary by order of the Court or otherwise to effectuate this Settlement Agreement and the terms set forth herein. As soon as practicable after execution of this Settlement Agreement, Class Counsel shall, with the assistance and cooperation of Defendant and its counsel, take all necessary steps to secure the Court's preliminary and final approval of this Settlement Agreement.

XIV. NOTICES

102. Unless otherwise specifically provided herein, all notices, demands or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Class Counsel:

WHITEHEAD EMPLOYMENT LAW
Jacob N. Whitehead, Esq.

1 *reception@jnwpc.com*
2 Meghan N. Higday, Esq.
3 *mhigday@swemploymentlaw.com*
4 7700 Irvine Center Dr., Suite 930
5 Irvine, CA 92618

6 HAIG B. KAZANDJIAN LAWYERS, APC
7 Haig B. Kazandjian, Esq. *haig@hbklawyers.com*
8 Cathy Gonzalez, Esq.
9 *cathy@hbklawyers.com*
10 Kevin P. Crough
11 *kevin@hbklawyers.com*
12 801 North Brand Boulevard, Suite 970
13 Glendale, California 91203
14 Tel.: 818.696.2306
15 Fax: 818.696.2307

16 To Defendant's Counsel:

17 Jennifer B. Zargarof, Esq.
18 Megan McDonough, Esq.
19 MORGAN LEWIS & BOCKIUS LLP
20 300 S. Grand Avenue
21 Twenty-Second Floor
22 Los Angeles, CA 90071
23 Tel: 213.612.2500
24 Fax: 213.612.2501
25 *jennifer.zargarof@morganlewis.com*
26 *megan.mcdonough@morganlewis.com*

27 If the identity of the persons to be notified for any party changes, or their address changes,
28 that party shall notify all other parties of said change in writing.

29 **XV. MISCELLANEOUS PROVISIONS**

30 103. **Captions and Titles.** Paragraph titles or captions contained herein are inserted
31 as a matter of convenience and for reference, and in no way define, limit, extend, or describe
32 the scope of this Settlement Agreement or any provision hereof. Each term of this Settlement
33 Agreement is contractual and not merely a recital.

34 104. **Drafting.** The Parties hereto agree that the terms and conditions of this
35 Settlement Agreement are the result of lengthy, intensive arms-length negotiations between the
36 Parties supervised by an experienced employment law mediator. Neither party shall be

1 considered the “drafter” of the Settlement Agreement for purposes of having terms construed
2 against that party, and this Settlement Agreement shall not be construed in favor of or against
3 any Party by reason of the extent to which any Party or his, her or its counsel participated in
4 the drafting of this Settlement Agreement.

5 105. **Extensions of Time.** If a party cannot reasonably comply with an obligation
6 under this Settlement Agreement by the deadline set forth herein applicable to that obligation,
7 that party may apply to the Court for a reasonable extension of time to fulfill that obligation.
8 Consent to such a request for an extension will not be unreasonably withheld by the other
9 party.

10 106. **Governing Law.** The rights and obligations of the parties hereunder shall be
11 construed and enforced in accordance with, and shall be governed by, the laws of the State of
12 California, without regard to principles of conflict of laws.

13 107. **No Impact on Benefit Plans.** Neither the Settlement Agreement nor any
14 amounts paid under the Settlement Agreement will modify any previously credited hours or
15 service under any employee benefit plan, policy, or bonus program sponsored by Defendant.
16 Such amounts will not form the basis for additional contributions to, benefits under, or any
17 other monetary entitlement under Defendant’s sponsored benefit plans, policies, or bonus
18 programs. The payments made under the terms of this Settlement shall not be applied
19 retroactively, currently, or on a going forward basis, as salary, earnings, wages, or any other
20 form of compensation for the purposes of Defendant’s benefit plan, policy, or bonus program.
21 Defendant retains the right to modify the language of its benefit plans, policies and bonus
22 programs to effect this intent, and to make clear that any amounts paid pursuant to this
23 Settlement Agreement are not for “hours worked,” “hours paid,” “hours of service,” or any
24 similar measuring term as defined by applicable plans, policies and bonus programs for
25 purposes of eligibility, vesting, benefit accrual, or any other purpose, and that additional
26 contributions or benefits are not required by this Settlement Agreement.

27 108. **Integration.** This Settlement Agreement contains the entire agreement between
28 the Parties relating to the Settlement and transaction contemplated hereby, and supersedes and

1 replaces all prior negotiations, understandings, memoranda of understanding and proposed
2 agreements, written and oral, relating thereto. No extrinsic oral or written representations or
3 terms shall modify, vary or contradict the terms of this Settlement Agreement unless made in
4 writing and signed by duly authorized representatives of all Parties and approved in writing by
5 a final order of the Court. No waiver of any term, provision or condition of this Settlement
6 Agreement, whether by conduct or otherwise, in any one or more instances shall be deemed to
7 be or construed as a further or continuing waiver of any such term, provision or condition. The
8 Parties and their respective counsel all participated in the negotiation and drafting of this
9 Settlement Agreement and had available to them the advice and assistance of independent
10 counsel.

11 109. **Succession and No Prior Assignments.** This Settlement Agreement shall be
12 binding upon and inure to the benefit of the Parties hereto and their respective heirs, trustees,
13 executors, administrators, legal representatives, and successors. The Parties hereto represent,
14 covenant, and warrant that they have not directly or indirectly, assigned, transferred,
15 encumbered, or purported to assign, transfer, or encumber to any person or entity any portion
16 of any liability, claim, demand, action, cause of action or rights herein released and discharged
17 except as set forth herein.

18 110. **Continued Jurisdiction.** Even after the Order of Final Judgment and
19 notwithstanding it, this Court will have and retain continuing jurisdiction over the lawsuit and
20 over all Parties and Putative Settlement PAGA and Class Members, to the fullest extent
21 necessary or convenient to enforce and effectuate the terms and intent of this Settlement and
22 all matters provided for it in and to interpret it.

23 111. Except as specifically provided herein, the Parties hereto will bear
24 responsibility for their own attorneys' fees and costs, taxable or otherwise incurred by them or
25 arising out of this lawsuit, and will not seek reimbursement thereof from any Party to this
26 Settlement Agreement. In the event that legal action arises out of this Stipulation for
27 Settlement Agreement or is necessary to enforce any of the terms or provisions of this
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1 Settlement Agreement, the prevailing party in the action shall be entitled to recover its
2 reasonable attorneys' fees and costs.

3 **XVI. COUNTERPARTS**

4 112. **Counterparts**. This Settlement Agreement may be executed in counterparts
5 with signatures transmitted by facsimile or as an electronic image (including DocuSign) of the
6 original signature. When each Party has signed and delivered at least one such counterpart,
7 each counterpart shall be deemed an original, and, when taken together with other signed
8 counterparts, shall constitute one Settlement Agreement, which shall be binding upon and
9 effective as to all Parties. A facsimile signature or electronic image shall have the same force
10 and effect as the original signature.

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12 **SIGNATURES TO FOLLOW**
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READ CAREFULLY BEFORE SIGNING
PLAINTIFF

Dated: 12/21/2021

DocuSigned by:
Alfreda Lewis
10E0606032DB44B0...
Alfreda Lewis

Dated: _____

Maxwell Esposito

DEFENDANT SAKS & COMPANY LLC

Dated: _____

By: _____
Its: _____

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APPROVED AS TO FORM.

Dated: _____, 2021

MORGAN, LEWIS & BOCKIUS LLP

By _____
Jennifer B. Zargarof
Megan McDonough
Attorneys for Defendant
SAKS SOUTH COAST LEASEHOLD
LLC and SAKS & COMPANY LLC

Dated: December 21 , 2021

WHITEHEAD EMPLOYMENT

By  _____
Jacob N. Whitehead
Meghan N. Higday
Attorneys for Plaintiff
ALFREDA LEWIS

Dated: _____, 2021

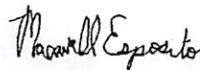
HAIG B. KAZANDJIAN LAWYERS, APC

By _____
Haig B. Kazandjian
Cathy Gonzalez
Kevin Crough
Attorneys for Plaintiff
MAXWELL ESPOSITO

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the following days and year.

PLAINTIFF:

Dated: 01 / 03 / 2022



MAXWELL ESPOSITO

DEFENDANTS:

Dated: _____

SAKS & COMPANY LLC

By: _____

Its: _____

Dated: _____

SAKS SOUTH COAST LEASEHOLD, LLC

By: _____

Its: _____

APPROVED AS TO FORM:

WHITEHEAD EMPLOYMENT LAW

Dated: _____

By: _____

JACOB N. WHITEHEAD

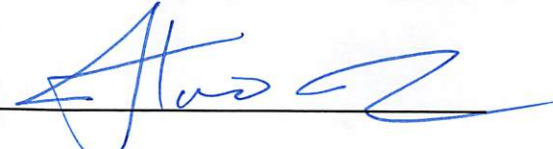
MEGHAN N. HIGDAY

ATTORNEYS FOR PLAINTIFFS

APPROVED AS TO FORM:

HAIG B. KAZANDJIAN LAWYERS, APC

Dated: 1/3/22

By: 

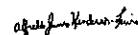
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READ CAREFULLY BEFORE SIGNING
PLAINTIFF

Dated: 1/3/2022

Alfreda Lewis

DocuSigned by:



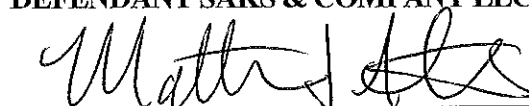
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Dated: _____

Maxwell Esposito

DEFENDANT SAKS & COMPANY LLC

Dated: 1/29/2022



By: Matthew Atlas

Its: General Counsel

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APPROVED AS TO FORM.

Dated: January 29, 2022
_____, ~~2021~~

MORGAN, LEWIS & BOCKIUS LLP

By _____
Jennifer B. Zargarof
Megan McDonough
Attorneys for Defendant
SAKS SOUTH COAST LEASEHOLD
LLC and SAKS & COMPANY LLC

Dated: _____, 2021

WHITEHEAD EMPLOYMENT

By _____
Jacob N. Whitehead
Meghan N. Higday
Attorneys for Plaintiff
ALFREDA LEWIS

Dated: _____, 2021

HAIG B. KAZANDJIAN LAWYERS, APC

By _____
Haig B. Kazandjian
Cathy Gonzalez
Kevin Crough
Attorneys for Plaintiff
MAXWELL ESPOSITO

**AMENDMENT TO
CLASS ACTION SETTLEMENT AND RELEASE AGREEMENT**

The Amendment to the Class Action Settlement and Release (“Settlement Agreement”) is made and entered into by and between Counsel for Plaintiffs, Alfreda Lewis and Maxwell Esposito, as individuals and on behalf of all others similarly situated on one hand, and Counsel for Defendant, Saks South Coast Leasehold, LLC and Saks & Company, LLC , on the other, pursuant to the provisions of Section X, paragraph 97 of the Settlement Agreement. The Amendment to the Settlement Agreement is, as shown in the text found in the attached Exhibit 1, hereto.

It is hereby agreed:

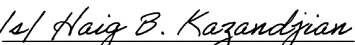
Dated: August 2, 2022

WHITEHEAD EMPLOYMENT LAW

By: 
Jacob N. Whitehead
Meghan N. Higday
Attorneys for Plaintiffs and
the Putative Class

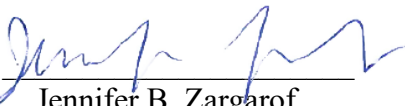
Dated: August 2, 2022

KAZANDJIAN LAWYERS, APC

By: 
Haig B. Kaqzandjian
Cathy Gonzalez
Melissa Robinson
Attorneys for Plaintiffs and
the Putative Class

Dated: August 2, 2022

MORGAN LEWIS & BOCKIUS LLP

By: 
Jennifer B. Zargarof
Attorneys for Defendants
Saks South Coast Leasehold, LLC
Saks & Company, LLC

**AMENDMENT TO
CLASS ACTION SETTLEMENT AND RELEASE**

1. The language in Paragraph 2 is hereby amended to read: “Released Class Claims”

are wage and hour claims, which accrued up to the end of the Class Period, that were alleged, or reasonably could have been alleged, based on the facts set forth in the Complaint, including: Failure to Pay Wages, Failure to Pay Overtime and Double Time Wages, Failure to Provide Meal and Rest Breaks Failure to Maintain Accurate Payroll Records, Failure to Provide Accurate Wage Statements, Failure to Reimburse for Work-Related Expenses, Failure to Pay Wages Due Upon Separation, Failure to Provide Basic Information at the Time of Hiring, and Failure to Pay Minimum Wage; Unfair Competition in Violation of Business & Professions Code §§ 17200, et seq.; related common law claims for conversion, other alleged tortious conduct, breach of contract, misrepresentation, and all other damages and amounts recoverable under said causes of action under California and federal law, interest, attorneys’ fees, litigation, and other costs, expenses, restitution, and equitable and declaratory relief reasonably related to the allegations in the Complaint.

2. The language in Paragraph 14 is hereby amended to read: “Effective Date” means the date the Final Order and Judgment becomes binding. The Final Order and Judgment becomes binding on the later of: (i) sixty (60) calendar days after the date of service of entry of the Final Order and Judgment upon Defendant, if no appeal is filed; or (ii) if an appeal or motion to intervene is filed, the date of final resolution of any challenge to the Final Order and Judgment where the resolution affirms the final approval order and judgment. The Effective Date cannot occur, and Defendant will not be obligated to fund

this Settlement, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement Agreement from becoming final and binding.

3. **The language in Paragraph 23 is hereby amended to read: “Released PAGA Claims:”** Plaintiffs, on behalf of themselves, the State of California and all PAGA Employees, release the Released Parties from the Released PAGA Claims. No PAGA Employee may opt out of this release. The Released PAGA Claims are claims and/or causes of action under PAGA (Cal. Labor Code §§ 2698 et seq.) that accrued up to the end of the PAGA Period and that were alleged, or reasonably could have been alleged, based on the PAGA Period facts alleged in the Complaint and LWDA Notice, including Failure to Pay Wages, Failure to Pay Overtime and Double Time Wages, Failure to Provide Meal and Rest Breaks, Failure to Maintain Accurate Payroll Records, Failure to Provide Accurate Wage Statements, Failure to Reimburse for Work-Related Expenses, Failure to Pay Wages Due Upon Separation, Failure to Provide Basic Information at the Time of Hiring, and Failure to Pay Minimum Wage, and derivative claims reasonably related to the allegations in the Complaint and LWDA Notice, including statutory or civil penalties, interest, attorneys’ fees, litigation, other costs, and expenses restitution.
4. **The language in Paragraph 33 is hereby amended to read:** [This paragraph intentionally left blank.]
5. **The language in Paragraph 55 is hereby amended to read: Objections by Participating Class Members to the Settlement of Class Claims.** Any Class Member who opts out of the settlement of the Class Claims may not object to the settlement. Any Class Member who does not opt out will become a Participating Class Member, and will still be bound by the settlement even if he/she objects to the settlement so long as his/her

objection is overruled. The procedure for filing an objection is described in more detail in Paragraph 62, below. Any Class Member who submits both a request for exclusion and objection, will be excluded from the Settlement and their objection will be ignored.

6. **The language in Paragraph 65 is hereby amended to read: Objections.** Participating Class Members may object to the settlement of the Class Claims. A Settlement Employee may elect to object by filing a written objection with the Settlement Court using the case name and number of the Settlement Court (found on the first page of the Notice Packet), and mailing a copy of his/her written objection to Class Counsel, Counsel for Saks, and the Settlement Administrator at the addresses listed in the Notice Packet. Participating Class Members shall be permitted to withdraw their objections in writing by submitting a withdrawal statement to the Settlement Administrator either at or prior to the Court's Final Approval Hearing. Alternatively, a Class Member may object in person or through their designated counsel at the Final Approval hearing even if no prior written objection is made or if an invalid written objection was submitted. The Parties may file a response to any written objections submitted by Participating Class Members either at or prior to the Final Approval Hearing. Any Class Member who submits both a request for exclusion and objection, will be excluded from the Settlement and their objection will be ignored.
7. **The language in Paragraph 66 is hereby amended to read: Requests for Exclusion.** Class Members may only opt out of the settlement of the Class Claims. The Settlement Administrator shall receive any opt outs from Class Members, and verify their timeliness and compliance with these terms. Any request to opt out must bear a post-mark within sixty (60) days from the date of mailing of the Notice, or seventy-five (75) days for re-mailed notices (the "Response Deadline"). The Request for Exclusion (Exhibit A) must include: (a) the Class Member's name; (b) a statement that the Class Member desires to

exclude himself or herself from the case; and (c) the last four digits of the Class Member's social security number. If a Class Member submits a deficient opt-out, the Settlement Administrator shall notify the Class Member of the deficiency within five (5) business days of receipt. The Class Member shall have ten (10) business days after the notice of deficiency is sent by the Settlement Administrator to cure said deficiencies. Otherwise, if his or her Request for Exclusion is not postmarked within ten (10) business days of the date of the notice of deficiency, his or her request to opt out will be rejected. The date of the postmark on the envelope containing the request for exclusion shall be the exclusive means used to determine whether a request for exclusion has been timely submitted. Requests for exclusion must be exercised individually by a Class Member. Attempted group, class, or subclass requests for exclusions shall be ineffective and disregarded by the Settlement Administrator. Class Members submitting untimely or deficient opt-outs shall become Class Members, shall be bound by the Settlement, and will receive a Class Settlement Payment. Class Members shall be permitted to rescind their opt out statements in writing by submitting a rescission statement to the Settlement Administrator not later than one (1) business day prior to the Court's Final Approval Hearing, or as otherwise ordered by the Court. The Settlement Administrator shall not accept late opt-out Forms without the written authorization of Defendant beyond the Response Deadline. Any Class Member who submits both a request for exclusion and objection, will be excluded from the Settlement and their objection will be ignored.

8. **The language in Paragraph 84 is hereby amended to read:** Any Class Member who submits a timely and valid request for exclusion to the settlement of the Class Claims will not be bound by the release of the Released Class Claims. However, he/she will still be bound by the release of the Released PAGA Claims.

9. **The language in Paragraph 85 is hereby amended to read: “Release by PAGA Employees.”** As of the date checks are mailed to PAGA Employees, in exchange for the consideration set forth in this Agreement, Plaintiffs and PAGA Employees release the Released Parties from the Released PAGA Claims as defined in the Amendment to Class Action Settlement and Release paragraph 23, supra.
10. **The language in Paragraph 86 is hereby amended to read:** [This paragraph intentionally left blank.]
11. **The language in Paragraph 93 of the Timeline for Completion of Settlement, under “Effective Date” is hereby amended to read:** Effective Date: the date the Final Order and Judgment becomes binding. The Final Order and Judgment becomes binding on the later of: (i) sixty (60) calendar days after the date of service of entry of the Final Order and Judgment upon Defendant, if no appeal is filed; or (ii) if an appeal or motion to intervene is filed, the date of final resolution of any challenge to the Final Order and Judgment where the resolution affirms the final approval order and judgment. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, unless and until there is no possibility of an appeal or further appeal (by anyone who has the right to, or claims to have the ability to, take an appeal) that could potentially prevent this Settlement Agreement from becoming final and binding.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 801 North Brand Boulevard, Suite 970, Glendale, California 91203.

On February 17, 2023, I served the foregoing document(s) described as:

-(PROPOSED) ORDER GRANTING PLAINTIFFS' MOTION FOR APPROVAL OF ATTORNEYS' FEES AND COSTS, SETTLEMENT ADMINISTRATOR FEES, AND CLASS REPRESENTATIVES' SERVICE ENHANCEMENT AWARD AND ENTRY OF JUDGMENT

by method indicated below, on the interested parties in this action by placing a true copy thereof, enclosed in a sealed envelope, addressed as follows:

☐ **BY PERSONAL DELIVERY:** I caused a copy of the document to be delivered personally to the individual(s) named in the attached service list.

☐ **BY U.S. MAIL:** I enclosed said document(s) in a sealed envelope or package to each addressee. I placed the envelope for collection and mailing, following our firm's ordinary business practices. I am readily familiar with the firm's practice for collecting and processing correspondence for mailing. Under that practice, the correspondence is deposited with the United States Postal Service, with postage fully prepaid, on the same day in the ordinary course of business.

☒ **BY ELECTRONIC MAIL:** I transmitted the foregoing document(s) by electronic mail from **melisaf@hbklawyers.com** to the electronic mail addresses indicated on the attached mailing list. The transmission was reported as complete and without error.

☐ **BY FAX TRANSMISSION:** I transmitted the foregoing document(s) by facsimile transmission from 818-696-2307 to the facsimile numbers indicated on the attached mailing list. The transmission was reported as complete and without error on the transmission report, which was properly issued by the transmitting facsimile machine and, pursuant to Rule 2.306(h)(4), a copy of which is attached to the original of this proof of service.

☒ (STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 17, 2023, at Los Angeles, California.

/s/ Melisa Flores
Melisa Flores

PROOF OF SERVICE

SERVICE LIST

WHITEHEAD EMPLOYMENT LAW

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reception@jnwpc.com

Meghan N. Higday (SBN 334626)

mhigday@jnwpc.com

7700 Irvine Center Dr., Suite 930

Irvine, CA 92618

SW Employment Law

Shawn Sasooness

Shawn@swemploymentlaw.com

MORGAN, LEWIS & BOCKIUS LLP

Jennifer B. Zargarof, Bar No. 204382 jennifer.zargarof@morganlewis.com

Megan McDonough, Bar No. 317402 megan.mcdonough@morganlewis.com

300 South Grand Avenue Twenty-Second Floor

Los Angeles, CA 90071-3132

Tel: +1.213.612.2500

Fax: +1.213.612.2501

Attorneys for Defendants

SAKS SOUTH COAST LEASEHOLD LLC and SAKS & COMPANY LLC

Labor & Workforce Development Agency

Via Upload Link:

<https://dir.tfaforms.net/315>

PROOF OF SERVICE