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26
27 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
28 **FOR THE COUNTY OF LOS ANGELES**

19 JANINE SALINAS, individually, and on
20 behalf of other members of the general public
21 similarly situated;

22 Plaintiff,

23 vs.

24 JAFRA COSMETICS INTERNATIONAL,
25 INC., a Delaware corporation; and DOES 1
26 through 100, inclusive,

27 Defendants.

Case No.: 20STCV04284

CLASS ACTION

Assigned for All Purposes To:
Hon. Carolyn Kuhl
Dept.: SS-12

**JOINT STIPULATION OF CLASS ACTION
SETTLEMENT**

Complaint Filed: February 3, 2020
Trial Date: None Set

1 This Joint Stipulation of Class Action Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into by and between Plaintiffs Janine Salinas and Brandi
3 Johnson (collectively “Plaintiffs” or “Class Representatives”), individuals and on behalf of all
4 others similarly situated, and Defendant JAFRA Cosmetic International, Inc., a Delaware
5 corporation (“Defendant”) (collectively with Plaintiffs, the “Parties”).

6 DEFINITIONS

7 The following definitions are applicable to this Settlement Agreement.

8 Definitions contained elsewhere in this Settlement Agreement will also be effective:

- 9 1. “Action” means *Janine Salinas v. JAFRA Cosmetics International, Inc.*, Los
10 Angeles County Superior Court Case No. 20STCV04284.
- 11 2. “Attorneys’ Fees and Costs” means attorneys’ fees and costs approved by the
12 Court for Class Counsel’s litigation and resolution of this Action.
- 13 3. “Class Counsel” means Douglas Han, Shunt Tatavos-Gharajeh, Jason Rothman,
14 and Arsine Grigoryan of Justice Law Corporation.
- 15 4. “Class List” means a complete list of all Class Members that Defendant will
16 diligently and in good faith compile from its records and provide to the Settlement
17 Administrator within fifteen (15) calendar days after Preliminary Approval of this Settlement.
18 The Class List will be formatted in Microsoft Office Excel and will include the following
19 information from Defendant’s records: each Class Member’s full name; last-known mailing
20 address; Social Security number; and respective number of Workweeks and/or dates of
21 employment as a non-exempt employee in California during the Class Period.
- 22 5. “Class Member(s)” or “Settlement Class” means all current and former
23 individuals who are or who have been employed by Defendant in California during the Class
24 Period as a non-exempt employee (or if any such person is incompetent, deceased, or
25 unavailable due to military service, the person’s legal representative or successor in interest
26 evidenced by reasonable verification). “Class Members” shall not include any person who
27 submits a timely and valid request for exclusion. Defendant estimates that there are
28 approximately eighty-seven (87) combined Class Members and PAGA Members

1 6. “PAGA Member(s)” or “Settlement PAGA Members” means all current and
2 former individuals who are or who have been employed by Defendant in California during the
3 PAGA Period as a non-exempt employee (or if any such person is incompetent, deceased, or
4 unavailable due to military service, the person’s legal representative or successor in interest
5 evidenced by reasonable verification).

6 7. “Class Period” means the period from February 3, 2016 through May 30,
7 2021.

8 8. “PAGA Period” means the period from September 4, 2019 through May 30,
9 2021.

10 9. “Class Representatives Enhancement Payment” means the amount approved by
11 the Court to be paid to Plaintiffs in recognition for their contributions to the Action on behalf of
12 Class Members and PAGA Members.

13 10. “Court” means the Superior Court of California, County of Los Angeles.

14 11. “Defendant” means JAFRA Cosmetics International, Inc., a Delaware
15 corporation.

16 12. “Effective Date” will be the last to occur of the following: (a) the 61st day after
17 service of notice of entry of the Court’s order granting final approval of the Settlement
18 Agreement and Judgment;; or (b) if an appeal, review or writ is sought from the order, the day
19 after the order is affirmed or the appeal, review or writ is dismissed or denied, and the order is
20 no longer subject to further judicial review.

21 13. “Individual Settlement Payment” means each Class Member’s share of the Net
22 Settlement Amount.

23 14. “Maximum Settlement Amount” is the amount of One Hundred, Fifty Thousand
24 Dollars and Zero Cents (\$150,000.00), which is the maximum amount to be paid by Defendant
25 pursuant to this Settlement Agreement. The Maximum Settlement Amount includes all
26 Individual Settlement Payments to Class Members and PAGA Members, the Class
27 Representatives Enhancement Payments to Plaintiffs, Attorneys’ Fees and Costs to Class
28 Counsel, the Settlement Administration Costs to the Settlement Administrator, the Class

1 Members' share of any employment taxes, and the PAGA Payment as specified in this
2 Agreement. Defendant shall pay the employer's share of payroll taxes due on the portion of
3 Settlement Payments allocated to wages separately and in addition to the Maximum Settlement
4 Amount. The Parties agree that Defendant will have no obligation to pay any amount in
5 connection with this Settlement Agreement apart from the Maximum Settlement Amount and
6 the employer's share of payroll taxes due on the portion of Settlement Payments allocated to
7 wages, and that none of the Maximum Settlement Amount will revert to Defendant.

8 Furthermore, Defendant will be entitled to a credit towards its satisfaction of the Maximum
9 Settlement Amount of \$150,000.00 in the amount of \$32,500.00, representing the amount
10 previously paid to Class Members and PAGA Members who executed individual settlement
11 agreements with Defendant.

12 15. "Net Settlement Amount" means the Maximum Settlement Amount, less the
13 Class Representatives Enhancement Payments, Attorneys' Fees and Costs, the Class Members'
14 share of any employment taxes, Settlement Administration Costs, and seventy-five percent
15 (75%) of the PAGA Payment as specified in this Agreement.

16 16. "Objection" means any written objection to this Settlement filed with the Court
17 and sent by a Class Member to the Settlement Administrator as specified herein and in the
18 Notice of Settlement. An Objection to Settlement must be filed and sent to the Settlement
19 Administrator within the time limitations set forth in this Stipulation.

20 17. "Notice of Class Action Settlement" means the notice of settlement, attached as
21 Exhibit A, to be mailed to all members of the Settlement Class upon Preliminary Approval.

22 18. "PAGA" means the California Labor Code Private Attorneys General Act of
23 2004.

24 19. "PAGA Payment" means the payment made hereunder to the California Labor
25 and Workforce Development Agency and the Settlement PAGA Members for settlement of
26 claims for civil penalties under PAGA.

27 20. "Parties" means Plaintiffs and Defendant collectively.

28 21. "Plaintiffs" means Janine Salinas and Brandi Johnson.

1 22. “Preliminary Approval” means the Court order granting preliminary approval of
2 the Settlement Agreement.

3 23. “Released Claims” means all causes of action and factual or legal theories that
4 were alleged in the operative complaints or that could have been alleged against Defendant
5 based on the facts contained in the operative complaints, including all of the following claims
6 for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b)
7 failure to provide proper meal and rest periods, and to properly provide premium pay in lieu
8 thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d)
9 waiting time penalties; (e) failure to reimburse business expenditures, (f) unfair business
10 practices that could have been premised on the claims, causes of action or legal theories of
11 relief described above or any of the claims, causes of action or legal theories of relief pleaded
12 in the operative complaint; (g) any other claims or penalties under the California Labor Code or
13 other wage and hour laws pleaded in the Action, including but not limited to California Labor
14 Code Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 218.5, 221, 226,
15 226(a), 226(g), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1021.5, 1194, 1194.2, 1197, 1197.1,
16 1198, 2800, and 2802; (h) all damages, penalties, interest and other amounts recoverable under
17 said claims, causes of action or legal theories of relief, and, exclusively to PAGA Members, (i)
18 all claims under the California Labor Code Private Attorneys General Act of 2004 that could
19 have been premised on the claims, causes of action or legal theories described above or any of
20 the claims, the letter to the LWDA dated September 4, 2020, and causes of action or legal
21 theories of relief pleaded in the operative complaint.

22 24. “Released Parties” means Defendant, and their past, present and/or future,
23 direct and/or indirect, owners, officers, directors, members, managers, employees, agents,
24 representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent
25 companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal
26 representatives, and joint venturers, if any.

27 25. “Request for Exclusion” means a timely written request by a Class Member to
28 be excluded from the Settlement. The Request for Exclusion must: (i) set forth the name,

1 address, and telephone number of the Class Member requesting exclusion; (ii) be signed by the
2 Class Member; (iii) be returned to the Settlement Administrator; (iv) clearly state that the Class
3 Member does not wish to be included in the Settlement; and (v) be postmarked on or before the
4 Response Deadline.

5 26. “Response Deadline” means the deadline by which Class Members must
6 postmark the Settlement Administrator Requests for Exclusion or Objection to the Settlement.
7 The Response Deadline will be forty-five (45) calendar days from the initial mailing of the
8 Notice of Class Action Settlement by the Settlement Administrator, unless the 45th day falls on
9 a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next
10 day on which the U.S. Postal Service is open.

11 27. “Settlement Administrator” means CPT Group or any other third-party class
12 action settlement administrator approved by the Parties and the Court for the purposes of
13 administering this Settlement. The Parties each represent that they have no financial interest in
14 the Settlement Administrator or otherwise have a relationship with the Settlement
15 Administrator that could create a conflict of interest.

16 28. “Settlement Administration Costs” includes all costs payable to the Settlement
17 Administrator for administering this Settlement, including, but not limited to, printing,
18 distributing, and tracking notice and other documents for this Settlement, tax reporting,
19 distributing all payments to be made pursuant to this Settlement, and providing necessary
20 reports and declarations, as requested by the Parties. After conference and consultation with the
21 Settlement Administrator, \$7,500.00 will be allocated to Settlement Administration as a “not to
22 exceed” cost.

23 29. “Pay Periods” means the number of calendar pay periods that the Class
24 Member worked as a non-exempt employee in California during the Class Period.

25 30. “Workweek Value” means the value of each compensable Workweek, as
26 determined by the formula set forth in herein.

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TERMS OF AGREEMENT

Plaintiffs, on behalf of themselves, the Settlement Class, the Settlement PAGA Members, and Defendant agree as follows:

31. Funding of the Maximum Settlement Amount. No later than 30 business days after the Effective Date, Defendant will deposit One Hundred Seventeen Thousand Five Hundred Dollars and Zero Cents (\$117,500.00) into a Qualified Settlement Fund administered by the Settlement Administrator. The Maximum Settlement Amount will be used to pay: (i) Individual Settlement Amounts; (ii) the Class Representatives Enhancement Payments; (iii) Attorneys' Fees, Costs, and any other expenses; (iv) the PAGA Payment, and (v) Settlement Administration Costs; and (vi) the Class Members' share of any employment taxes. Prior to the Effective Date of the Settlement, Defendant will not be required to fund the Settlement, in whole or in part, through the Claims Administrator or any third party.

32. Attorneys' Fees and Costs. Class Counsel will seek an award of Attorneys' Fees and Costs of not more than Fifty-Thousand Dollars and Zero Cents (\$50,000.00) in attorney's fees and not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) in costs, and Defendant agrees not to oppose such application. All Attorneys' Fees and Costs will be paid from the Maximum Settlement Amount. The amounts awarded by the Court shall be binding on the Parties and shall not otherwise affect the validity of the Settlement. Plaintiffs and Class Counsel will not have the right to revoke this Settlement in the event the Court fails to approve the amount of Attorneys' Fees and Costs sought by Class Counsel. Should the Court approve a lesser amount of Attorney Fees and Costs, the difference will be added to the Net Settlement Amount.

33. Class Representatives Enhancement Payments. Plaintiffs will apply to the Court for the Class Representatives Enhancement Payments of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (\$7,500.00 to Class Representative Janine Salinas and \$7,500.00 to Class Representative Brandi Johnson), for their efforts and work in prosecuting the Action on behalf of Class Members and PAGA Members in exchange for a general release of all claims, and Defendant agrees not to oppose such application. This amount will be considered non-wage

1 damages and will be reported on an IRS Form 1099. The Class Representatives Enhancement
2 Payments, which will be paid from the Maximum Settlement Amount, will be in addition to
3 Plaintiffs' right to an Individual Settlement Payment pursuant to the Settlement. Plaintiffs will be
4 solely and legally responsible to pay any and all applicable taxes on the payments made pursuant
5 to this paragraph and will hold Defendant harmless from any claim or liability for taxes,
6 penalties, or interest arising as a result of the payments. Plaintiffs will not have the right to
7 revoke this Settlement in the event the Court fails to approve the amount sought by Plaintiffs as a
8 Class Representatives Enhancement Payments. Any portion of the Class Representatives
9 Enhancement Payments not awarded to the Class Representatives will be added to the Net
10 Settlement Amount.

11 34. Settlement Administration Costs. The Settlement Administrator will be paid for
12 the reasonable costs of administration of the Settlement and distribution of payments. These
13 costs, which will be paid from the Maximum Settlement Amount, will include, *inter alia*, the
14 required tax reporting on the Individual Settlement Payments, the issuing of 1099 IRS Forms,
15 preparing and distributing Notices of Class Action Settlement, calculating and distributing all
16 payments to be made pursuant to the Settlement, and providing necessary reports and
17 declarations. Class Counsel has obtained a "not to exceed" quote from the Settlement
18 Administrator to complete the administration for \$7,500.00. The Settlement Administrator's
19 "not to exceed" quote will represent the Settlement Administrator's agreement that, based on
20 the class size and distributions under the terms of this Settlement, the costs for administration
21 of the terms of this Settlement will not exceed the specified amount. All of the Settlement
22 Administration Costs shall be paid from the Maximum Settlement Amount, upon completion of
23 all duties required to be performed by the Settlement Administrator under the terms of this
24 Settlement, or as otherwise required by the Court. The Settlement Administrator will establish
25 the Qualified Settlement Fund Account.

26 35. PAGA Payment. Five Thousand Dollars and Zero Cents (\$5,000.00) shall be
27 allocated from the Maximum Settlement Fund for settlement of claims for civil penalties under
28 PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of such \$5,000.00

1 PAGA Payment, or \$3,750.00, to the LWDA, and twenty-five (25%) of the \$5,000.00 PAGA
2 Payment, or \$1,250.00, will be included in the Net Settlement Amount and distributed to
3 Settlement PAGA Members as described in this Agreement. Each Settlement PAGA Member's
4 pro rata share of that \$1,250.00 will be part of his or her Individual Settlement Payment.

5 36. Individual Class Members Settlement Payment Calculations. Individual
6 Settlement Payments will be calculated and apportioned from the Net Settlement Amount based
7 on the number of Workweeks a Class Member worked during the Class Period as a non-exempt
8 employee in California. Specific calculations of Individual Settlement Payments will be made
9 as follows:

10 36(a). The Settlement Administrator will calculate the total number of
11 Workweeks worked by each Class Member as a non-exempt employee in California during the
12 Class Period and the aggregate total number of Workweeks worked by all Class Members as
13 non-exempt employees in California during the Class Period.

14 36(b). To determine each Class Member's estimated "Individual Settlement
15 Payment," the Settlement Administrator will use the following formula: The Net Settlement
16 Amount will be divided by the aggregate total number of Workweeks, resulting in the
17 Workweek Value. Each Class Member's "Individual Settlement Payment" will be calculated by
18 multiplying each individual Class Member's total number of Workweeks by the Workweek
19 Value. If any Class Member received a settlement during the lawsuit, her portion of the
20 Individual Settlement Payment will be reduced by the amount received. If the settlement
21 amount exceeds in the Individual Settlement Payment, the Class Member shall receive a
22 minimum Individual Settlement Amount of Fifty Dollars and Zero Cents (\$50.00).

23 36(c). The entire Net Settlement Amount will be disbursed as Individual
24 Settlement Payments to Class Members. If there are any valid and timely Requests for
25 Exclusion from members of the Settlement Class, the Settlement Administrator shall
26 proportionately increase the Individual Settlement Payment for each Class Member according
27 to the number of Workweeks worked, so that the amount actually distributed to the Settlement
28 Class equals 100% of the Net Settlement Amount.

1 37. Individual PAGA Member Settlement Payment Calculations. Individual
2 Settlement Payments will be calculated and apportioned from the PAGA Payment amount
3 based on the number of Pay Periods a PAGA Member worked during the PAGA Period as a
4 non-exempt employee in California. Specific calculations of PAGA Individual Settlement
5 Payments will be made as follows:

6 37(a). The Settlement Administrator will calculate the total number of Pay
7 Periods worked by each PAGA Member as a non-exempt employee in California during the
8 PAGA Period and the aggregate total number of Pay Periods worked by all PAGA Members as
9 non-exempt employees in California during the PAGA Period (“Pay Period Value”).

10 37(b). To determine each PAGA Members estimated “Individual Settlement
11 Payment,” the Settlement Administrator will use the following formula: The PAGA Payment
12 amount’s portion allocated to the PAGA Period will be divided by the aggregate total number of
13 Pay Periods within the PAGA Period, resulting in the Pay Period Value. Each PAGA Member’s
14 “Individual Settlement Payment” will be calculated by multiplying each individual PAGA
15 Member’s total number of Pay Periods by the Pay Period Value.

16 37(c). The entire PAGA Payment amount will be disbursed as Individual
17 Settlement Payments to PAGA Members. PAGA Members will not be able to opt out or request
18 exclusion from the settlement. For those Class Members who are also PAGA Members, they
19 will not be able to opt out or request exclusion from their Individual Settlement Amount
20 allocation of the PAGA Amount.

21 38. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
22 Class Members and PAGA Members under this Settlement, as well as any other payments made
23 pursuant to this Settlement, will not be utilized to calculate any additional benefits under any
24 benefit plans to which any Class Members and/or PAGA Members may be eligible, including,
25 but not limited to: (i) profit-sharing plans, (ii) bonus plans, (iii) 401(k) plans, (iv) stock
26 purchase plans, (v) vacation plans, (vi) sick leave plans, (vii) PTO plans, and (viii) any other
27 benefit plan. Rather, it is the Parties’ intention that this Settlement Agreement will not affect
28

1 any rights, contributions, or amounts to which any Class Members and/or PAGA Members may
2 be entitled under any benefit plans.

3 39. Settlement Administration Process. The Parties agree to cooperate in the
4 administration of the settlement and to make all reasonable efforts to control and minimize the
5 costs and expenses incurred in administration of the Settlement.

6 40. Delivery of the Class List. Within fifteen (15) calendar days of entry of the
7 Court's Order Granting Preliminary Approval, Defendant will provide the Class List to the
8 Settlement Administrator. This Class List will also be used to identify the PAGA Members
9 within the PAGA Period. In no event will this information ever be shared with or provided to
10 Class Counsel.

11 41. Notice by First-Class U.S. Mail. Within fifteen (15) business days after
12 receiving the Class List from Defendant, the Settlement Administrator will mail a Notice of
13 Class Action Settlement to all Class Members via regular First-Class U.S. Mail, using the most
14 current, known mailing addresses identified in the Class List.

15 42. Confirmation of Contact Information in the Class List and Undeliverable
16 Notices. Prior to mailing, the Settlement Administrator will perform a search based on the
17 National Change of Address Database for information to update and correct for any known or
18 identifiable address changes. Any Notices of Class Action Settlement returned to the Settlement
19 Administrator as non-deliverable on or before the Response Deadline will be sent promptly via
20 regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement
21 Administrator will indicate the date of such re-mailing on the Notice of Class Action
22 Settlement. If no forwarding address is provided, the Settlement Administrator will promptly
23 attempt to determine the correct address using an Accurant search/skip-trace and will then
24 perform a single re-mailing.

1 43. Notices of Class Action Settlement. All Class Members will be mailed a Notice
2 of Class Action Settlement in both English and Spanish in the form attached as Exhibit A¹, or as
3 provided by Court order.

4 44. Disputed Information on Notices of Class Action Settlement. Class Members
5 will have an opportunity to dispute the information provided in their Notices of Class Action
6 Settlement. To the extent Class Members dispute their Individual Settlement Payment, their
7 employment dates, or the number of Workweeks as set forth on the Notice, Class Members may
8 produce evidence to the Settlement Administrator showing that such information is inaccurate.
9 The Settlement Administrator will advise the Parties of such dispute, allow Defendant five (5)
10 business days to respond with any additional information or records, and then decide the
11 dispute. Defendant's records will be presumed determinative, absent evidence to rebut
12 Defendant's records, but the Settlement Administrator will evaluate the evidence submitted by
13 the Class Member and Defendant and will make the final decision as to the merits of the
14 dispute.

15 44(a). Eligible PAGA Members will not be able to exclude themselves from
16 receiving their portion of the PAGA Payment. The Class Notice will inform Eligible PAGA
17 Members that they cannot opt out of the PAGA portion of the settlement and explain that they
18 will not be permitted to pursue any action under PAGA against the Released Parties for any
19 claim that arose during the PAGA Period, even if they elect to Opt-Out of the Class Action
20 Settlement.

21 45. Requests for Exclusion. Any Class Member wishing to opt-out from the
22 Settlement Agreement must sign and postmark a written Request for Exclusion to the
23 Settlement Administrator within the Response Deadline. The postmark date will be the
24 exclusive means to determine whether a Request for Exclusion has been timely submitted. The
25 Parties and their counsel will not solicit or encourage any Class Member, directly or indirectly,
26

27 ¹ Only the English version of the Class Notice is being attached to the Stipulation of Class Action Settlement. Once
28 the above entitled case receives Preliminary Approval then the Claim Administrator will translate the Class Notice
also into Spanish.

1 to opt out of the Settlement Agreement. More specifically, a Class Member may request to be
2 excluded from the effect of this Agreement, and any payment of amounts under this Agreement
3 by timely mailing a Request for Exclusion letter to the Settlement Administrator stating that the
4 Class Member wants to be excluded from this Action. This letter must include the Class
5 Member's name, address, telephone number, and signature. To be valid and timely, the request
6 to be excluded must be postmarked by the Response Deadline date that will be specified in the
7 Class Notice (no less than forty-five (45) days from the initial mailing of the Class Notice by
8 the Settlement Administrator). However, if a Notice of Class Action Settlement needs to be re-
9 mailed then that individual Class Member will be provided forty-five (45) days to object or
10 request exclusion from the settlement from the date of the new mailing. A Class Member who
11 properly submits a valid and timely request to be excluded from the Action will not receive any
12 payment of any kind in connection with this Agreement or this Action, will not be bound by or
13 receive any benefit of this Agreement, and will have no standing to object to the Settlement.
14 Class Members who do not timely request exclusion will be bound by the releases herein and
15 receive an individual settlement payment ("Participating Class Members"). A request for
16 exclusion must be mailed to the Settlement Administrator at its address to be provided in the
17 Class Notice, and the Settlement Administrator will promptly transmit the requests for
18 exclusion to counsel for the parties.

19 46. Defective Submissions. If a Class Member's Request for Exclusion is defective
20 as to the requirements listed herein, that Class Member will be given an opportunity to cure the
21 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three
22 (3) business days of receiving the defective submission to advise the Class Member that his or
23 her submission is defective and that the defect must be cured to render the Request for
24 Exclusion valid. The Class Member will have until the later of (i) the Response Deadline or (ii)
25 fifteen (15) calendar days from the date of the cure letter, whichever date is later, to postmark a
26 revised Request for Exclusion. If the revised Request for Exclusion is not postmarked and
27 mailed within that period, it will be deemed untimely.

1 47. Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
2 Member who does not affirmatively opt out of the Settlement Agreement by submitting a
3 timely and valid Request for Exclusion will be bound by all of its terms, including those
4 pertaining to the Released Claims, as well as any Judgment that may be entered by the Court if
5 it grants final approval of the Settlement.

6 48. Objection Procedures. The Notice shall state that Settlement Class Members
7 who wish to object to the Settlement may do so by a written statement of objection (“Notice of
8 Objection”) mailed by the Response Deadline to the Settlement Administrator or by appearing
9 at the hearing for Final Approval. If a Settlement Class Members wishes to submit a written
10 objection, the Objection must be signed by the Class Member and contain all information
11 required by this Settlement Agreement. The postmark date of the filing and service will be
12 deemed the exclusive means for determining that the Objection is timely. The Notice of
13 Objection must state: (1) the case name and number; (2) the name of the Settlement Class
14 Member; (3) the address of the Settlement Class Member; and (4) the basis for the objection.
15 The Settlement Class Member may appear at the Final Approval Hearing even if he does not
16 submit a Notice of Objection and may object orally. The Settlement Administrator will
17 promptly provide any Notices of Objection to the parties’ counsel upon receiving them. Class
18 Counsel will include all objections received and Plaintiffs’ response(s) with Plaintiffs’ motion
19 for final approval of the Settlement. Settlement Class Members may also have a right to have
20 their objections heard at the Final Approval/Settlement Fairness Hearing, however they will
21 need to adhere to the Court’s COVID-19 protocols which will be outlined in the Class Notice
22 attached hereto as Exhibit A. Class Counsel will not represent any Class Members with respect
23 to any such Objections to this Settlement, and any Class Members who request exclusion from
24 the Settlement will have no standing to object to it.

25 49. Settlement Administrator Reports. The Settlement Administrator will provide
26 Defendant’s counsel and Class Counsel a weekly report of the number of Class Members who
27 have submitted valid Requests for Exclusion, Objections, and disputes regarding Pay Periods
28 calculations. Additionally, the Settlement Administrator will provide to counsel for both Parties

1 any updated reports regarding the administration of the Settlement Agreement as needed or
2 requested.

3 50. Distribution and Timing of Payments. Within 30 calendar days of the Effective
4 Date, and after Defendant has fully funded the Qualified Settlement Fund with the Maximum
5 Settlement Amount, the Settlement Administrator will issue payments to: (i) all Class Members
6 who have not submitted a valid and timely Request for Exclusion, including any Class Member
7 whose notice was returned as undeliverable; (ii) all PAGA Members, (iii) Plaintiffs; (iv) Class
8 Counsel; and (iv) the LWDA. The Settlement Administrator will also issue a payment to itself
9 for Court-approved services performed in connection with the Settlement. The Settlement
10 Administrator will pay Individual Settlement Payments from the Net Settlement Amount to all
11 Participating Class Members and PAGA Members. The Settlement Administrator will do so by
12 sending a check in the appropriate amount to the Class Member and/or PAGA Member at the
13 address indicated in the list of Class Member names and addresses provided by Defendant, or
14 as subsequently determined by the Settlement Administrator to be correct. Those Class
15 Members who are also PAGA Members will receive two checks, one for their Class Member
16 share and a separate check proportional to their PAGA Member share.

17 51. Un-Cashed Settlement Checks. Class Members and PAGA Members will
18 receive checks for their respective Individual Settlement Payments. Checks will remain
19 negotiable for 180 days ("Check-Cashing Deadline"). Any check not cashed within 180
20 calendar days will be void. The funds from the uncashed checks shall be distributed by the
21 Settlement Administrator to the State Controller's Unclaimed Property Fund. No later than ten
22 (10) calendar days after the expiration of the 180 day period, the Settlement Administrator shall
23 deposit the total amounts contained in the settlement checks, and all interest that has accrued, to
24 the State Controller's Unclaimed Property Fund. The Settlement Administrator shall provide a
25 declaration of deposit with the State Controller's Unclaimed Property Fund, which will be
26 served on Class Counsel and Defendant's Counsel within ten (10) calendar days of payment of
27 the residual to such beneficiary.
28

1 Any costs associated with administering the remaining funds under this section (e.g.,
2 bank stop-payment charges, settlement administration costs associated with any reserve
3 amount) or payments to the State Controller's Unclaimed Property Fund will be deducted
4 before the deposit into the State Controller's Unclaimed Property Fund

5 52. Certification of Completion. Upon completion of administration of the
6 Settlement, the Settlement Administrator will provide a written declaration under oath to certify
7 such completion to the Court and counsel for all Parties.

8 53. Allocation of Individual Settlement Payments. All Individual Settlement
9 Payments will be allocated as follows: (a) 20% as wages and (b) 80% as penalties and interests.
10 The Settlement Administrator will be responsible for issuing to each claimant a form W-2 for
11 amounts deemed "wages" and an IRS Form 1099 for the portions allocated to penalties.

12 54. Administration of Taxes by the Settlement Administrator. The Settlement
13 Administrator will be responsible for issuing to Plaintiffs, Class Members, PAGA Members,
14 and Class Counsel tax forms as may be required by law for all amounts paid pursuant to this
15 Settlement. The Settlement Administrator will also be responsible for forwarding all taxes and
16 penalties to the appropriate government authorities as may be required by law.

17 55. Tax Liability. Defendant makes no representation as to the tax treatment or
18 legal effect of the payments called for hereunder, and Plaintiffs, Class Members, and PAGA
19 Members are not relying on any statement, representation, or calculation by Defendant or by
20 the Settlement Administrator in this regard. Plaintiffs, Class Members, and PAGA Members
21 understand and agree that they will be solely responsible for the payment of any taxes and
22 penalties assessed on the payments described herein and will defend, indemnify, and hold
23 Defendant free and harmless from and against any claims resulting from treatment of such
24 payments as non-taxable damages.

25 56. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR
26 PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
27 TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER
28 PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS

1 AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN
2 OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR
3 WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
4 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN
5 THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31
6 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED
7 EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX
8 COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS
9 AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE
10 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO
11 ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY
12 COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY
13 OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
14 ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER
15 PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY
16 OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF
17 WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE
18 ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
19 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS
20 AGREEMENT.

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

25 58. Nullification of Settlement Agreement. In the event that: (i) the Court does not
26 finally approve the Settlement as provided herein; (ii) the Court's final approval of the
27 Settlement is reversed or materially modified on appeal; or (iii) the Settlement does not become
28 final for any other reason, then this Settlement Agreement, and any documents generated to

bring it into effect, will be null and void. Any order or judgment entered by the Court in furtherance of this Settlement Agreement will likewise be treated as void from the beginning.

59. Preliminary Approval Hearing. Plaintiffs will obtain a date for hearing before the Court to request the Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary Approval Order for: (i) conditional certification of the Settlement Class for settlement purposes only, (ii) preliminary approval of the proposed Settlement Agreement, (iii) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the Notice of Class Action Settlement to be sent to all Class Members as specified herein. In conjunction with the Preliminary Approval hearing, Plaintiffs will submit this Settlement Agreement, which sets forth the terms of this Settlement, and will include the proposed Notice of Class Action Settlement.

60. Final Settlement Approval Hearing and Entry of Judgment. Upon expiration of the deadlines to postmark Requests for Exclusion and/or Objections to the Settlement Agreement, and with the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final Approval of the Settlement Agreement along with the amounts properly payable for (i) Individual Settlement Payments; (ii) the Class Representative Enhancement Payment; (iii) Attorneys' Fees and Costs; (iv) all Settlement Administration Costs; and (v) the Class Members' share of any employment taxes. The Final Approval/Settlement Fairness Hearing will be held no earlier than the date when all deadlines for Class Members to object or exclude themselves have elapsed. Class Counsel will be responsible for drafting all documents necessary to obtain final approval. Class Counsel will also be responsible for drafting the attorneys' fees and costs application to be heard at the final approval hearing.

61. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement administration matters, and (iii) such post-

Judgment matters as may be appropriate under court rules or as set forth in this Settlement Agreement.

62. General Release by Plaintiffs. In exchange for the consideration set forth in this Agreement, Plaintiffs, for themselves, their heirs, successors and assigns, do waive, release, acquit and forever discharge the Released Parties, from any and all claims, actions, charges, complaints, grievances and causes of action, of whatever nature, whether known or unknown, which exist or may exist on Plaintiffs' behalf as of the date of this Agreement, including but not limited to any and all tort claims, contract claims, wage claims, wrongful termination claims, disability claims, benefit claims, public policy claims, retaliation claims, statutory claims, personal injury claims, emotional distress claims, invasion of privacy claims, defamation claims, fraud claims, quantum meruit claims, and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance, including any claims arising under the California Fair Employment and Housing Act (FEHA), the California Labor Code, the Wage Orders of California's Industrial Welfare Commission, other state wage and hour laws, the Americans with Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Equal Pay Act, the Employee Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the California Family Rights Act, the Family and Medical Leave Act, the Fair Labor Standards Act (to the maximum extent permitted by law), California's Whistleblower Protection Act, California Business & Professions Code Section 17200 et seq., and any and all claims arising under any federal, state or other governmental statute, law, regulation or ordinance. Plaintiffs hereby expressly waives and relinquish any and all claims, rights or benefits that they may have under California Civil Code § 1542, which provides as follows:

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

7 Plaintiffs may hereafter discover claims or facts in addition to, or different from, those
8 which they now know or believe to exist, but they expressly agree to fully, finally and forever
9 settle and release any and all claims against the Released Party, known or unknown, suspected
10 or unsuspected, which exist or may exist against Released Party at the time of execution of this
11 Agreement, including, but not limited to, any and all claims relating to or arising from
12 Plaintiffs' employment with Defendant. The Parties further acknowledge, understand and agree
13 that this representation and commitment is essential to the Agreement and that this Agreement
14 would not have been entered into were it not for this representation and commitment.

15 63. Release by All Settlement Class Members. Plaintiffs and all Class Members
16 who do not submit a valid and timely Request for Exclusion, on behalf of himself or herself, his
17 or her heirs, descendants, dependents, executors, administrators, assigns, and successors, fully
18 and finally release and discharge the Released Parties from any and all of the Released Claims
19 for the entirety of the Class Period. This waiver and release will be final and binding on the
20 Effective Date, and will have every preclusive effect permitted by law. Plaintiffs and the
21 Settlement Class Members may hereafter discover facts or legal arguments in addition to or
22 different from those they now know or currently believe to be true with respect to the Released
23 Claims. Regardless, the discovery of new facts or legal arguments shall in no way limit the
24 scope or definition of the Released Claims, and by virtue of this Agreement, Plaintiffs and the
25 Settlement Class Members shall be deemed to have, and by operation of the final judgment
26 approved by the Court, shall have, fully, finally, and forever settled and released all of the
27 Released Claims. The parties understand and specifically agree that the scope of the release
28 described in this Paragraph: is a material part of the consideration for this Agreement; was

1 critical in justifying the agreed upon economic value of this settlement and without it
2 Defendant would not have agreed to the consideration provided; and is narrowly drafted and
3 necessary to ensure that Defendant is obtaining peace of mind regarding the resolution of
4 claims that were or could have been alleged based on the facts, causes of action, and legal
5 theories contained in the operative complaint in the Action.

6 64. Release by All Settlement PAGA Members: Plaintiff agrees that upon entry of
7 an Order approving the Settlement, Plaintiff and the PAGA Members will release any and all
8 PAGA Released Claims against Defendant that arose during the PAGA Period. Upon entry of
9 the Order approving the Settlement and judgment entered thereon, Plaintiff and the PAGA
10 Members will be forever barred from pursuing any and all of the PAGA Released Claims that
11 arose during the PAGA Period against Defendant.

12 65. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
13 include the terms set forth in any attached Exhibits, which are incorporated by reference as
14 though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral part of
15 the Settlement.

16 66. Publicity Agreement. Plaintiffs and Class Counsel agree not to disclose or
17 publicize the Settlement, including the fact of the Settlement, its terms or contents, and the
18 negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any
19 person or entity, except potential class members and as shall be contractually required to
20 effectuate the terms of the Settlement. For the avoidance of doubt, this section means Plaintiffs
21 and Class Counsel agree not to issue press releases, communicate with, or respond to any
22 media or publication entities, publish information in manner or form, whether printed or
23 electronic, on any medium or otherwise communicate, whether by print, video, recording or
24 any other medium, with any person or entity concerning the Settlement, including the fact of
25 the Settlement, its terms or contents and the negotiations underlying the Settlement, except as
26 shall be contractually required to effectuate the terms of the Settlement. However, for the
27 limited purpose of allowing Class Counsel to prove adequacy as class counsel in other actions
28 for the limited purpose of showing to the court that the case has settled, Class Counsel may

1 disclose the name of the Parties in this action and the venue/case number of this action (but not
2 any other settlement details) for such purposes. The Parties and their counsel agree that they
3 will not engage in any advertising or distribute any marketing materials specifying any material
4 terms relating to the Settlement, including but not limited to any postings on any websites
5 maintained by Class Counsel.

6 67. No Unalleged Claims. Plaintiffs and Class Counsel represent that they are not
7 currently aware of any: (a) unalleged claims in addition to, or different from, those which are
8 finally and forever settled and released against the Released Parties by this Settlement; and (b)
9 unalleged facts or legal theories upon which any claims or causes of action could be brought
10 against Defendant, except such facts and theories specifically alleged in the operative
11 complaints in this Action. Plaintiffs and Class Counsel will further represent that, other than the
12 instant Action, they have no current intention of asserting any other claims against Defendant in
13 any judicial or administrative forum and do not currently know of or represent any persons who
14 have expressed any interest in pursuing litigation or seeking any recovery against Defendant.
15 The Parties acknowledge, understand and agree that the representations described in this
16 paragraph are essential to the Settlement Agreement and that this Settlement Agreement would
17 not have been entered into were it not for this representation.

18 68. Defendant's Option to Revoke Settlement. If, after the Response Deadline, (i)
19 the number of Settlement Class Members who submitted timely and valid written requests for
20 exclusion from the Settlement is at least ten percent (10%) of all Settlement Class Members, or
21 (ii) a number of Class Members whose share of the Net Settlement is 10% or more either opt
22 out of and/or object to the Settlement, or both (i) and (ii), Defendant shall have, in its sole
23 discretion, the option to terminate this Settlement and all actions taken in its furtherance of it
24 will be thereby null and void. If Defendant exercises the option to terminate this Settlement,
25 Defendant shall: (a) provide written notice to Class Counsel within thirty (30) calendar days
26 after the Settlement Administrator notifies the Parties of the total number of opt-outs, and (b)
27 pay all Settlement Administration Costs incurred up to the date.

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

70. Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

71. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

74. Execution and Counterparts. This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

75. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this Settlement Agreement is a fair, adequate and reasonable settlement of the Action

1 and have arrived at this Settlement after arm's-length negotiations and in the context of
2 adversarial litigation, taking into account all relevant factors, present and potential. The Parties
3 further acknowledge that they are each represented by competent counsel and that they have
4 had an opportunity to consult with their counsel regarding the fairness and reasonableness of
5 this Settlement. In addition, the Mediator may execute a declaration supporting the Settlement
6 and the reasonableness of the Settlement and the Court may, in its discretion, contact the
7 Mediator to discuss the Settlement and whether or not the Settlement is objectively fair and
8 reasonable.

9 76. Invalidity of Any Provision. Before declaring any provision of this Settlement
10 Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest
11 extent possible consistent with applicable precedents so as to define all provisions of this
12 Settlement Agreement valid and enforceable.

13 77. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate
14 to class certification for purposes of this Settlement only; except, however, that Plaintiffs or
15 Class Counsel may appeal any reduction in Attorneys' Fees and Costs below the amount they
16 request from the Court, and either party may appeal any court order that materially alters the
17 Settlement Agreement's terms. If, for any reason, the Settlement is not approved, this Joint
18 Stipulation of Class Action Settlement will have no force or effect.

19 78. Non-Admission of Liability. The Parties enter into this Settlement to resolve the
20 dispute that has arisen between them and to avoid the burden, expense and risk of continued
21 litigation. In entering into this Settlement, Defendant does not admit, and specifically denies,
22 that it violated any federal, state, or local law; violated any regulations or guidelines
23 promulgated pursuant to any statute or any other applicable laws, regulations or legal
24 requirements; breached any contract; violated or breached any duty; engaged in any
25 misrepresentation or deception; or engaged in any other unlawful conduct with respect to its
26 employees. Neither this Settlement, nor any of its terms or provisions, nor any of the
27 negotiations connected with it, will be construed as an admission or concession by Defendant
28 of any such violations or failures to comply with any applicable law. Except as necessary in a

1 proceeding to enforce the terms of this Settlement, this Settlement and its terms and provisions
2 will not be offered or received as evidence in any action or proceeding to establish (i) any
3 liability or admission on the part of Defendant; (ii) the existence of any condition constituting a
4 violation of, or a non-compliance with, federal, state, local or other applicable law; or (iii) that
5 a class should be certified as Plaintiffs propose.

6 79. Waiver. No waiver of any condition or covenant contained in this Settlement or
7 failure to exercise a right or remedy by any of the Parties hereto will be considered to imply or
8 constitute a further waiver by such party of the same or any other condition, covenant, right or
9 remedy.

10 80. Enforcement Action. In the event that one or more of the Parties institutes any
11 legal action or other proceeding against any other Party or Parties to enforce the provisions of
12 this Settlement or to declare rights and/or obligations under this Settlement, the successful
13 Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable
14 attorneys' fees and costs, including expert witness fees incurred in connection with any
15 enforcement actions.

16 81. Mutual Preparation. The Parties have had a full opportunity to negotiate the
17 terms and conditions of this Settlement. Accordingly, this Settlement Agreement will not be
18 construed more strictly against one party than another merely by virtue of the fact that it may
19 have been prepared by counsel for one of the Parties. It being recognized that, because of the
20 arms-length negotiations between the Parties, all Parties have contributed to the preparation of
21 this Settlement Agreement.

22 82. Representation By Counsel. The Parties acknowledge that they have been
23 represented by counsel throughout all negotiations that preceded the execution of this
24 Settlement Agreement, and that this Settlement Agreement has been executed with the consent
25 and advice of counsel. Further, Plaintiffs and Class Counsel warrant and represent that there are
26 no liens on the Settlement Agreement.

27 83. All Terms Subject to Final Court Approval. All amounts and procedures
28 described in this Settlement Agreement herein will be subject to final Court approval.

84. Cooperation and Execution of Necessary Documents. All Parties will cooperate in good faith and execute all documents to the extent reasonably necessary to effectuate the terms of this Settlement Agreement.

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

SO AGREED AND STIPULATED

PLAINTIFF

Dated: 07/14/2021

[Signature]

Janine Salinas

PLAINTIFF

Dated: 07/14/2021

Brandi Johnson

Brandi Johnson

DEFENDANT

Dated: 8/2/2021

DocuSigned by:
Mark Funaki
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By: Mark Funaki

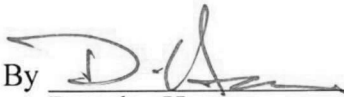
Title: General Counsel

[SIGNATURES CONTINUE ON NEXT PAGE]

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JUSTICE LAW CORPORATION.

DATED: 7/15/21

By 
Douglas Han
Shunt Tatavos-Gharajeh
Jason Rothman
Arsine Grigoryan
Attorneys for Plaintiffs Janine Salinas and
Brandi Johnson, and all others similarly
situated

SHEPPARD MULLIN RICHTER &
HAMPTON LLP

DATED: 8/2/2021

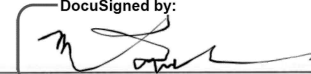
DocuSigned by:
By 
Matthew M. Sonne
Jason Gasper
Attorneys for Defendant, JAFRA
Cosmetics International, Inc.

EXHIBIT A

NOTICE OF CLASS ACTION SETTLEMENT

Salinas v JAFRA Cosmetics International, Inc., et al.

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced matter.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Notice is designed to advise you of your rights and options with respect to the settlement.

By order of the Superior Court of California for the County of Los Angeles (the "Court" or "Los Angeles County Superior Court"), you are notified that: preliminary approval of a class action settlement reached between Janine Salinas and Brandi Johnson ("Plaintiffs") and Defendant JAFRA Cosmetics International, Inc., a Delaware corporation ("Defendant"), was granted on [Preliminary Approval Date], in the case entitled *Janine Salinas v. JAFRA Cosmetics International, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV04284, which may affect your legal rights.

If you are a Class Member (or member of the Class), you need not take any action to receive a settlement payment, but you have the opportunity to request exclusion from the settlement (in which case you will not receive payment under the settlement), object to the settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Section III below.

I. IMPORTANT DEFINITIONS

"Class Member" means all current and former non-exempt employees who are or who have been employed by Defendant in California at any time from February 3, 2016 to May 30, 2021.

"PAGA Member" means all current and former non-exempt employees who are or who have been employed by Defendant in California at any time from September 4, 2019 to May 30, 2021..

"Class Period" means the period from February 3, 2016 through May 30, 2021.

"PAGA Period" means the period from September 4, 2019 through May 30, 2021.

II. BACKGROUND OF THE ACTION

On February 3, 2020, Plaintiff Janine Salinas filed a complaint in the Superior Court of California, County of Los Angeles, entitled *Janine Salinas v. JAFRA Cosmetics International, Inc., et al.*, Case No. 20STCV04284 ("Action" or "Litigation"). Plaintiff alleged on behalf of herself and the Class claims for (1) Failure to Pay Wages and Overtime under Labor Code §§ 510 and 1198, (2) Meal Period Liability under Labor Code §§ 226.7 and 512(a), (3) Rest Period Liability under Labor Code § 226.7, (4) Failure to Pay Minimum Wages, (5) Violation of Labor Code §§ 201-203, (6) Violation of Labor Code § 226(a), (7) Reimbursement of Necessary Expenditures under Labor Code §§ 2800 and 2802, and (8) Violation of Business & Professions Code § 17200, *et seq.*

On [REDACTED], 2021, Plaintiff filed her First Amended Complaint which added an additional cause of action for penalties pursuant to Labor Code § 2699, *et seq.*, as well as naming an additional named Plaintiff, Brandi Johnson (Plaintiff Janine Salinas and Plaintiff Brandi Johnson are collectively referred to as "Plaintiffs").

Plaintiffs allege that Defendant violated the California Labor Code and California Business and Professions Code with respect to themselves and the Class Members by, *inter alia*, failing to properly pay for all hours worked, failing to provide timely meal and rest breaks or one hour of premium pay in lieu thereof, for failing to reimburse all necessary business expenditures, failing to provide accurate wage statements, and associated waiting time penalties thereby engaging in unfair business practices and owing penalties under the Private Attorneys General Act, California Labor Code section 2698, *et seq.* ("PAGA").

Defendant denies all of the allegations in the Action or that it violated any law. Defendant contends that at all times it has fully complied with all applicable federal, state, and local laws. Defendant further contends that it paid employees for all time worked, accurately recorded all hours worked, enforced California compliant meal and rest periods or provided one hour of premium pay in lieu thereof, and reimbursed any employees for any business expenses which they paid or incurred. It is Defendant's position that, if litigation continued, class certification would be denied on all claims and/or the claims would be subject to motions for summary adjudication and/or summary judgment. Defendant contends that the theories put forth by the Plaintiffs in the Action are contrary to the facts and that the PAGA claim lacks merit. Defendant further contends that the Plaintiffs are not adequate class representatives, their claims are not typical of the Class Members, and individual issues predominate over common ones.

On March 1, 2021, the Parties participated in one full-day mediation session with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action Settlement ("Settlement" or "Settlement Agreement").

On [Preliminary Approval Date], the Court entered an order preliminarily approving the Settlement. The Court has appointed CPT Group, Inc. as the administrator of the settlement ("Settlement Administrator"), Plaintiff as representative of the Class ("Class Representative"), and the following law firm as counsel for the Class ("Class Counsel"):

Douglas Han
Shunt-Tatavos-Gharajeh
JUSTICE LAW CORPORATION
751 Fair Oaks Avenue, Suite 101
Pasadena, California 91103

The settlement represents a compromise and settlement of highly disputed claims. Nothing in the settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs or to Class Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the settlement is fair, reasonable and adequate, and that the settlement is in the best interests of the Class Members.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total Maximum Settlement Amount is One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) (the "Maximum Settlement Amount"). The portion of the Maximum Settlement Amount that is available for payment to Class Members who do not timely and validly request exclusion from the settlement ("Participating Class Members") is referred to as the "Net Settlement Amount." The Net Settlement Amount will be the Maximum Settlement Amount less the following payments which are subject to approval by the Court: (1) attorneys' fees in the amount of up to \$50,000.00 and reimbursement of litigation costs and expenses in the amount of up to \$15,000.00 to Class Counsel ("Attorneys' Fees and Costs"); (2) service award to Plaintiff Janine Salinas in the amount of up to \$7,500.00 and Brandi Johnson in the amount of up to \$7,500.00 ("Service Payments"); (3) fees and expenses of administration of the Settlement to the Settlement Administrator is expected not to exceed \$7,500.00 ("Settlement Administration Costs"); (4) the Class Members' share of any employment taxes; and (5) the seventy-five percent (75%) share of PAGA Penalties ("LWDA Payment") in the amount of \$3,750.00 to the California Labor and Workforce Development Agency ("LWDA").

Participating Class Members will be entitled to receive payment under the settlement of their share of the Net Settlement Amount ("Individual Settlement Amount") based on the numbers of workweeks worked by Class Members as a non-exempt hourly employee for Defendant in California from February 3, 2016 to May 30, 2021 ("Workweeks"). Workweeks were calculated based on the start and end dates of each Class Member's employment during the Class Period.

Participating PAGA Members will receive payment under the settlement for their share of the PAGA Payment based on the numbers of pay periods worked by PAGA Members as a non-exempt hourly employee for Defendant in California from September 4, 2019 to May 30, 2021 ("Pay Period"). Pay Periods were calculated based on the start and end dates of each PAGA Member's employment during the PAGA Period. **Eligible PAGA Members will not be able to exclude**

themselves from receiving their portion of the PAGA Payment.

The Net Settlement Amount will be divided by the aggregate total number of Workweeks, resulting in the Workweek Value. Each Class Member's "Individual Settlement Amount" will be calculated by multiplying each individual Class Member's total number of Workweeks by the Workweek Value.

Each Individual Settlement will be allocated as twenty percent (20%) wages (which will be reported on an IRS Form W2), and eighty percent (80%) penalties and interest (which will be reported on an IRS Form 1099, if applicable). Each Individual Settlement Amount will be subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount, resulting in a net payment to the Settlement Class Member referred to as the "Individual Settlement Payment." If any Class Member received a settlement during the lawsuit, her portion of the Individual Settlement Payment will be reduced by the amount received. If the settlement amount exceeds in the Individual Settlement Payment, the Class Member shall receive a minimum Individual Settlement Amount of \$50.00.

If the Court grants final approval of the settlement, Individual Settlement Payments will be mailed to Participating Class Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's payroll records:

From February 3, 2016 to May 30, 2021, you worked [REDACTED] Workweeks for JAFRA Cosmetics International, Inc.

A description of how Workweeks were calculated and credited to Class Members is described above in Section III.A. If you wish to dispute the Workweeks credited to you, you may submit such dispute (a "Workweeks Dispute") in writing to the Settlement Administrator. The written dispute must: (a) contain your full name, address, telephone number, and signature; (b) contain the case name and number of the action (*Salinas v. JAFRA Cosmetics International, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV04284); (c) contain a clear statement indicating that you dispute the number of Workweeks credited to you; (d) documentation that supports your belief that you should be credited with a different number of Workweeks; and (e) be mailed to the Settlement Administrator at the address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Amount

As explained above, your estimated Individual Settlement Payment is based on the number of Workweeks credited to you.

Your Individual Class Member Settlement Amount is estimated to be \$ [REDACTED].

Your Individual PAGA Member Settlement Amount is estimated to be \$ [REDACTED].

The Individual Settlement Amount is subject to reduction for employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Amount and will only be distributed if the Court approves the settlement and after the settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Amount reflected in this Notice is only an estimate. Your actual Individual Settlement Payment may be higher or lower.

D. Released Claims

Upon the Effective Date, each of the Participating Class Members (including the Class Representatives) will be deemed to have, and by operation of the Judgment will have fully, finally, and forever released, relinquished and discharged Defendant and the Released Parties from any and all Released Claims.

"Released Claims" means all causes of action and factual or legal theories that were alleged in the operative complaints or

that could have been alleged against Defendant based on the facts contained in the operative complaints, including all of the following claims for relief: (a) failure to pay all regular wages, minimum wages and overtime wages due; (b) failure to provide proper meal and rest periods, and to properly provide premium pay in lieu thereof; (c) failure to provide complete, accurate or properly formatted wage statements; (d) waiting time penalties; (e) failure to reimburse business expenditures, (f) unfair business practices that could have been premised on the claims, causes of action or legal theories of relief described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint; (g) any other claims or penalties under the California Labor Code or other wage and hour laws pleaded in the Action, including but not limited to California Labor Code Sections 201, 201.3, 201.5, 201.6, 201.8, 201.9, 202, 203, 204, 205.5, 218.5, 221, 226, 226(a), 226(g), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1021.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802; (h) all damages, penalties, interest and other amounts recoverable under said claims, causes of action or legal theories of relief, and, exclusively to PAGA Members, (i) all claims under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the claims, the letter to the LWDA dated September 4, 2020, and causes of action or legal theories described above or any of the claims, causes of action or legal theories of relief pleaded in the operative complaint..

“Released Parties” means JAFRA Cosmetics International, Inc., a Delaware corporation, and their past, present and/or future, direct and/or indirect, owners, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, legal representatives, and joint venturers, if any.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to one-third (1/3) of the Maximum Settlement Amount (i.e., an amount of up to \$50,000.00) and reimbursement of litigation costs and expenses in an amount of up to Fifteen Thousand Dollars (\$15,000.00), to be paid from the Maximum Settlement Amount, subject to approval by the Court. Class Counsel has been prosecuting the Action on behalf of Plaintiffs and Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Service Payments to Plaintiffs

Plaintiffs Janine Salinas and Brandi Johnson will each seek an amount of Seven Thousand and Five Hundred Dollars (\$7,500.00) as Service Payments in recognition of their services in connection with the Action. The Service Payments will be paid from the Maximum Settlement Amount subject to approval by the Court, and if awarded, it will be paid to Plaintiffs in addition to their Individual Settlement Payment that they are entitled to under the settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator CPT Group is estimated not to exceed Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the settlement, processing Requests for Exclusion, Workweeks Disputes, and objections, calculating Individual Settlement Payments, and distributing payments and tax forms under the settlement, and shall be paid from the Maximum Settlement Amount subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to receive your Individual Settlement Payment from the settlement, you do not have to do anything. You will automatically be issued your Individual Settlement Payment in the form of a check unless you decide to exclude yourself from the settlement. Unless you elect to exclude yourself from the Settlement, you will be bound by the terms of the settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Claims against the Released Parties as described in Section III.D above. You will have 180 days to cash the check. If you do not cash the check, the money will revert to the state, but you will still be deemed to have released your claims. As a Class Member, you will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Settlement

If you do not wish to participate in the settlement, you may seek exclusion from the settlement by submitting a written request to be excluded from the settlement (“Request for Exclusion”) to the Settlement Administrator at the following address:

[Settlement Administrator]

[Address]

A request for exclusion must: (a) contain your full name, address, and signature; (b) contain the case name and number of the Action (*Salinas v. JAFRA Cosmetics International, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV04284); (c) contain a statement indicating that you intend to be excluded from the settlement; and (4) be mailed to the Settlement Administrator at the address listed above, postmarked **no later than [Response Deadline]**.

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be entitled to receive any payment from the settlement, will not be bound by the settlement (and the release of Released Claims stated in Section III.D above), and will not have any right to object to, appeal, or comment on the settlement. Any Class Members who do not submit a timely and valid Request for Exclusion will be deemed Participating Class Members and will be bound by all terms of the settlement, including those pertaining to the release of Released Claims stated in Section III.D above, as well as any judgment that may be entered by the Court based thereon.

C. Objecting to the Settlement

You can object to the terms of the settlement as long as you have not submitted a Request for Exclusion.

To object, you must do so by way of a written objection that: (a) contains your full name, dates of employment as a non-exempt or hourly-paid employee of Defendant in California, and signature; (b) contains the case name and number of the Action (*Salinas v. JAFRA Cosmetics International, Inc., et al.*, Los Angeles County Superior Court Case No. 20STCV04284); (c) all legal and factual bases for the objection to the Settlement; (d) whether you intend to appear at the Final Approval Hearing; (e) whether you are represented by legal counsel, and if so, identify the legal counsel and their address; and (f) is mailed to the Settlement Administrator and postmarked **no later than [Response Deadline]**.

Due to the Los Angeles Superior Court’s COVID-19 protocol, you may or may not be able to appear at the Final Approval Hearing in Department 12 of Los Angeles County Superior Court at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]** and discuss your objection with the Court and the Parties at your own expense. You may also retain an attorney to represent you at the hearing. All objections submitted in regards to this lawsuit will be provided to the judge at the time of the final approval hearing. If you wish to appear to the Final Approval hearing then you must review the below COVID-19 guidelines under section “VI” and also review and adhere to the Los Angeles Superior Court’s Website “HERE FOR YOU | SAFE FOR YOU” guidelines for updated information related to COVID-19 <<http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>>

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 12 of the Los Angeles County Superior Court located at 312 N. Spring Street., Los Angeles, CA 90012, on **[Final Approval Hearing Date]**, at **[Time]**. This hearing will determine whether the Settlement should be finally approved as fair, reasonable, and adequate and whether the attorneys’ fees, costs to Class Counsel, the Service Payment to Plaintiffs, and Settlement Administration Costs to the Settlement Administrator should be awarded.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing. If you wish to appear to the Final Approval hearing then you must review the below COVID-19 guidelines and also review and adhere to the Los Angeles Superior Court’s Website “HERE FOR YOU | SAFE FOR YOU” guidelines for updated information related to COVID-19 < <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>>.

A. Notice of Final Judgment

Notice of final judgment, once granted by the court, will be posted on the claim administrator’s website at the following

website address < [REDACTED] >.

VI. LOS ANGELES SUPERIOR COURT SOCIAL DISTANCING GUIDELINES DUE TO COVID-19

According to presiding Judge Kevin C. Brazile, the number of people allowed into the Los Angeles County Courthouses are being limited. Public access to courthouses is restricted to authorized persons only and measures to enforce social distancing in courthouse hallways and courtrooms will be strictly enforced as coronavirus cases and hospitalizations surge in Los Angeles County. This means that Under General Order (2020-GEN-25 -00), public access to courthouses is limited at all times to judicial officers, court employees, co-lessees, Judicial Council staff, vendors, jurors, mediators, authorized persons (including news media representatives and news reporters), attorneys, litigants and witnesses with matters on calendar, and individuals with confirmed appointments.

In the interest of enforcing social distancing and to reduce the number of people in courthouses, effective Monday, November 30, 2020, members of the public, not otherwise referenced above, who wish to attend a court proceeding may do so upon advance request and at the discretion of the judicial officer presiding over the matter.

Therefore, if you want to appear in person you must first contact and obtain the permission of the courtroom clerk for Dept. 12 of the Spring Street Courthouse: (213) 310-7012. Before contacting the courtroom clerk of Department 12 you must first review the Los Angeles Superior Court's Website "HERE FOR YOU | SAFE FOR YOU" guidelines for updated information related to COVID-19 < <http://www.lacourt.org/newsmedia/ui/HfySfy.aspx>>.

VII. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records in the Action at the Los Angeles Superior Court, located at 111 N. Hill Street, Los Angeles, CA 90012, during business hours Or by visiting the court website at < <http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>> and typing in the case number

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR CPT GROUP AT THE FOLLOWING TOLL-FREE NUMBER: [REDACTED], OR YOU MAY ALSO CONTACT CLASS COUNSEL.

Certificate Of Completion

Envelope Id: F46E5EDCE5E24FD1A619E9AEC479A72B

Status: Completed

Subject: Please DocuSign: JAFRA-Salinas Settlement Agreement (Fully Executed).pdf

Source Envelope:

Document Pages: 33

Signatures: 0

Envelope Originator:

Certificate Pages: 4

Initials: 26

Molly Brooks

AutoNav: Enabled

333 South Hope Street

Enveloped Stamping: Disabled

43rd Floor

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Los Angeles, CA 90071

MBrooks@sheppardmullin.com

IP Address: 12.146.203.103

Record Tracking

Status: Original

Holder: Molly Brooks

Location: DocuSign

8/10/2021 8:58:40 PM

MBrooks@sheppardmullin.com

Signer Events**Signature****Timestamp**

Matthew Sonne

msonne@sheppardmullin.com

Security Level: Email, Account Authentication
(None)

Sent: 8/10/2021 9:07:57 PM

Viewed: 8/11/2021 10:16:34 AM

Signed: 8/11/2021 10:17:58 AM

Signature Adoption: Pre-selected Style

Using IP Address: 74.206.122.29

Electronic Record and Signature Disclosure:

Accepted: 8/11/2021 10:16:34 AM

ID: 8ca46649-0fae-49a7-9197-01c741685998

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp****Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

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8/10/2021 9:07:57 PM

Certified Delivered

Security Checked

8/11/2021 10:16:34 AM

Signing Complete

Security Checked

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Completed

Security Checked

8/11/2021 10:17:58 AM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Sheppard, Mullin, Richter & Hampton LLP (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Sheppard, Mullin, Richter & Hampton LLP:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DocuSignSupport@sheppardmullin.com

To advise Sheppard, Mullin, Richter & Hampton LLP of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DocuSignSupport@sheppardmullin.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Sheppard, Mullin, Richter & Hampton LLP

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DocuSignSupport@sheppardmullin.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DocuSignSupport@sheppardmullin.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Sheppard, Mullin, Richter & Hampton LLP as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Sheppard, Mullin, Richter & Hampton LLP during the course of your relationship with Sheppard, Mullin, Richter & Hampton LLP.

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PROOF OF SERVICE
1013A(3) CCP

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is aokada@justicelawcorp.com

On August 25, 2021, I served the foregoing document described as

JOINT STIPULATION OF CLASS ACTION SETTLEMENT

for the following case: **Salinas v. JAFRA Cosmetics International, Inc.**
LWDA/Court Case No.: **LWDA Case No.: CM-805170-20**
Court Case No.: 20STCV04284
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 25, 2021, at Pasadena, California.



Anna Okada