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SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

HEATHER CENTENO, on behalf of
herself, all others similarly situated, and the
general public,

Plaintiffs,

v.

DEVON'S JEWELERS, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2020-8297

ASSIGNED FOR ALL PURPOSES TO
HON. JAYNE LEE

JOINT STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE

This Joint Stipulation of Class Action Settlement and Release (hereinafter, "Settlement") is made and entered into by and between Plaintiff Heather Centeno, individually and on behalf of the Settlement Class, as defined below, on the one hand, and Defendant DeVons Jewelers, a California Corporation, on the other hand, and is subject to the terms and conditions hereof and the approval of the Court.

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DEFINITIONS

1. “Action” means this lawsuit between the Parties pending in the Superior Court for the County of San Joaquin as Case No. STK-CV-UOE-2020-8297.

2. “Class Counsel” refers to the law firm of Emma Law, PC.

3. “Class Notice” means the Notice of Proposed Class Action Settlement that shall be mailed to Settlement Class Members, subject to court approval, in substantially the form attached hereto as “**Exhibit A.**”

4. “Class Period” is the period from October 2, 2016, through and including June 2, 2021.

5. “Defendant” means DeVons Jewelers, a California Corporation.

6. “Defendant’s Counsel” refers to the law firm of CDF Labor Law LLP.

7. “Parties” means Plaintiff and Defendant, collectively.

8. “Plaintiff” means named Plaintiff Heather Centeno.

9. “Qualified Class Member” means a Settlement Class Member who does not timely seek exclusion from the Settlement Agreement.

10. “Settlement” or “Settlement Agreement” shall be the collective terms and conditions set forth by way of this Joint Stipulation of Class Action Settlement and Release.

11. “Settlement Administrator” shall be Atticus Administration, LLC, the third-party company responsible for administering the settlement set forth in this Settlement Agreement.

12. “Settlement Class” includes (1) all persons employed by Defendant in the State of California in non-exempt positions who received a “commission” payment, a “spiff office” payment, a “quota” payment, a “contest” payment, or any other type of bonus wage payment and who also worked overtime and/or used vested sick pay, at any time between October 2, 2016 and June 2, 2021 (the “Regular Rate Class”), and/or (2) all persons employed by Defendant in the State of California in non-exempt positions within a retail store environment at any time between October 2, 2016 and June 2, 2021 (the “Retail Store Class.”) There is a subset of the Regular Rate Class and the Retail Store Class consisting of all persons who are eligible for membership in Regular Rate Class and/or the Retail Store Class and who are no longer employed with Defendant at any time between October 2, 2017, and June 2, 2021 (the “Terminated Subclass.”)

13. “Settlement Class Member” means an individual member of the Settlement Class. Defendant estimates a total of 188 unique Settlement Class Members.

14. “Total Workweeks” means the number of calendar workweeks that the respective Settlement Class Member worked during the Class Period as a member of the Regular Rate Class, the Retail Store Class, and/or the Terminated Subclass.

BACKGROUND

15. On October 1, 2020, Plaintiff provided notice to the California Labor & Workplace Development Agency (“LWDA”) of the alleged Labor Code violations.

16. On October 2, 2020, Plaintiff filed a Class Action Complaint against Defendant in the Superior Court for the County of San Joaquin, Case No. C18-00394, alleging nine causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Sick Pay; (3) Failure to Compensate for All Hours Worked; (4) Failure to Provide Meal Periods; (5) Failure to Provide Rest Periods; (6) Failure to Maintain Accurate Records; (7) Failure to Furnish Compliant Wage and Hour Statements; (8) Failure to Pay Final Wages on Time; and (9) Unfair Business Practices.

17. On December 9, 2020, Plaintiff filed a First Amended Class Action Complaint adding a tenth cause of action to the original complaint for penalties under the California Labor Code’s Private Attorneys General Act of 2004, as amended, section 2698, *et seq.* (“PAGA”).

RECITALS

18. The Parties have conducted formal and informal discovery and investigation of the facts and law in this Action. Such discovery and investigation have included, inter alia, the exchange of informal data and discoverable information in preparation for the mediation session. The Parties have analyzed payroll and other data pertaining to Plaintiff and the Settlement Class during the relevant Class Period, including but not limited to, employee workweeks, wage statements, wages, and rates of hourly pay.

19. Plaintiff believes the action is meritorious. Plaintiff and Class Counsel have considered the expense and length of continued proceedings necessary to continue the action against Defendant through litigation, pre-trial motions, trial, and any possible appeals. Plaintiff and Class Counsel have

1 also taken into account the uncertainty and risk of the outcome of further litigation, and the difficulties
2 inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary
3 to establish liability for the claims asserted in the Action, Defendant's defenses thereto, and the
4 difficulties in establishing Plaintiff's entitlement to monetary recovery and relief. Plaintiff and Class
5 Counsel have also considered the settlement negotiations conducted by the Parties with the mediator,
6 Justice Steven Vartabedian (Ret.). Based on the foregoing, Plaintiff and Class Counsel have
7 determined that the Settlement is fair and reasonable, and in the best interests of Plaintiff and the
8 Settlement Class.

9 20. Defendant disputes the merits of the action and denies all liability and wrongdoing of
10 any kind associated with the claims alleged in the Action or otherwise. Defendant contends, inter alia,
11 that at all times it fully complied with all state and federal wage and hour laws, including all Labor
12 Code and Wage Order requirements, and all regulations applicable to Plaintiff and the Settlement
13 Class in connection with the services performed for Defendant. Nothing contained in this Settlement
14 Agreement, nor any documents referred to herein, nor any action taken to carry out and/or consummate
15 the Settlement is, or may be construed as, or may be used as, an admission of liability, culpability,
16 negligence or wrongdoing by or against Defendant as to the merits or lack thereof of the claims being
17 settled by this Settlement Agreement.

18 21. On April 29, 2021, the Parties mediated the Action before Justice Steven Vartabedian
19 (Ret.), who is a highly experienced and well-regarded mediator in employment litigation. After a full
20 day of mediation, the Parties were not able to resolve this Action. Justice Vartabedian then presented
21 the Parties with a mediator's proposal for settlement, which proposal the Parties accepted. The Parties
22 then documented their agreement in a Memorandum of Understanding, which was executed on June
23 1, 2021, and which forms the basis for this Settlement Agreement.

24 22. The Parties now enter into this Settlement Agreement to submit to the Court for
25 approval in accordance with their agreement to obtain final approval of the Settlement. As more
26 particularly set forth below, it is the desire of the Parties to fully, finally and forever settle, compromise
27 and discharge the Settlement Class Released Claims. In addition, Plaintiff agrees to a general release
28 of all claims as more particularly set forth below.

1 23. For settlement purposes only, the Parties conditionally stipulate and agree that all of
2 the requisites for establishing class certification are met with respect to the “Settlement Class,” as
3 defined above, and stipulate to certification under Code of Civil Procedure section 382 of this class.
4 Defendant does not waive, and instead expressly reserves, its right to challenge the propriety of class
5 certification for any purpose should the Court not approve the Settlement. Defendant’s willingness to
6 stipulate to class certification as part of the Settlement shall have no bearing on, and shall not be
7 admissible in or considered in connection with, the issue of whether a class should be certified in a
8 non-settlement context in this Action and shall have no bearing on, and shall not be admissible or
9 considered in connection with, the issue of whether a class should be certified in any other lawsuit.

10 24. Should the Settlement not achieve final approval for any reason, the Parties agree that
11 this Action shall revert to the procedural posture that existed as of the date the Parties entered into
12 mediation on April 29, 2021, including but not limited to any pending discovery requests and motions,
13 and no Party shall have waived any rights between the Parties and/or the Settlement Class, and/or any
14 individual member of the Settlement Class.

15 25. The Parties intend that this Settlement Agreement shall include a full and complete
16 settlement and release, as more particularly set forth below, of Defendant, and each of its past, present
17 and future affiliates, parent companies, subsidiaries, shareholders, lenders, officers, partners, directors,
18 employees, agents, attorneys, insurers, predecessors, representatives, accountants, plan administrators,
19 heirs, trustees and successors and assigns, and each and all of their respective past, present and future
20 officers, partners, directors, servants, agents, shareholders, members, employees, representatives,
21 accountants, insurers, and attorneys and all persons acting under, by, through, or in concert with any
22 of them (the “Released Parties”).

23 26. In connection with the proposed certification of the Settlement Class, the Parties shall
24 cooperate and present to the Court for its consideration any additional competent evidence, as may be
25 requested by the Court, under the applicable due process requirements and standards for class
26 certification, and shall take all steps necessary and appropriate to obtain preliminary and final approval
27 of the Settlement and to effectuate all aspects of the Settlement.
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1 ii. From the Settlement Class Information, the Settlement Administrator
2 shall determine the Total Workweeks for each individual Settlement Class Member as a member of
3 (1) the Regular Rate Class; (2) the Retail Store Class; and (3) the Terminated Subclass.

4 iii. After final approval of this Settlement and according to the timetables
5 set forth in this Settlement Agreement, all Regular Rate Class Members are eligible to receive a pro-
6 rata share of twenty-five percent (25%) of the Net Settlement Amount (the “Regular Rate Share”).
7 Qualified Regular Rate Class Members shall ultimately be entitled to a distribution in the amount of
8 that fraction of the Regular Rate Share, in which the numerator is the number of the respective
9 Qualified Regular Rate Class Member’s Total Workweeks between October 2, 2016, and June 2, 2021,
10 and the denominator is the sum, aggregate total of the Total Workweeks of all Qualified Regular Rate
11 Class Members between October 2, 2016, and June 2, 2021. Defendant represents that there are
12 approximately 161 Regular Rate Class Members.

13 iv. After final approval of this Settlement and according to the timetables
14 set forth in this Settlement Agreement, all Retail Store Class Members are eligible to receive a pro-
15 rata share of fifty-percent (50%) of the Net Settlement Amount (the “Retail Store Share”). Qualified
16 Retail Store Class Members shall ultimately be entitled to a distribution in the amount of that fraction
17 of the Retail Store Share, in which the numerator is the number of the respective Qualified Retail Store
18 Class Member’s Total Workweeks between October 2, 2016, and June 2, 2021, and the denominator
19 is the sum, aggregate total of the Total Workweeks of all Qualified Retail Store Class Members
20 between October 2, 2016, and June 2, 2021. Defendant represents that there are approximately 188
21 Retail Store Class Members.

22 v. After final approval of this Settlement and according to the timetables
23 set forth in this Settlement Agreement, all Terminated Subclass Members are eligible to receive a pro-
24 rata share of twenty-five percent (25%) of the Net Settlement Amount (the “Terminated Subclass
25 Share”). Qualified Terminated Subclass Members shall ultimately be entitled to a distribution in the
26 amount of that fraction of the Terminated Subclass Share, in which the numerator is the number of the
27 respective Qualified Terminated Subclass Member’s Total Workweeks between October 2, 2017, and
28 June 2, 2021, and the denominator is the sum, aggregate total of the Total Workweeks of all Qualified

1 Terminated Subclass Members between October 2, 2017, and June 2, 2021. Defendant represents that
2 there are approximately 108 Terminated Subclass Members.

3 vi. The Regular Rate Share, Retail Store Share, and Terminated Subclass
4 Share shall together constitute the entire potential Settlement Share of each Qualified Class Member
5 (“Settlement Share”). For tax purposes, each Qualified Class Member’s Settlement Share shall be
6 allocated as follows: (1) ten percent (10%) wages subject to reduction for payroll tax and withholding
7 requirements; (2) ten percent (10%) interest; and (3) eighty percent (80%) penalties. Each Qualified
8 Class Member shall assume full responsibility and liability for correctly characterizing the Settlement
9 Share he or she receives for tax purposes and for the payment of any other taxes owing on that amount.
10 Defendant shall separately pay its share of employer-side payroll taxes associated with payment of the
11 Settlement Shares.

12 E. Class Counsel Attorneys’ Fees: Defendant agrees that it will not oppose
13 Plaintiff’s request for an award of attorneys’ fees to Class Counsel in an amount up to one-third (1/3)
14 of the Gross Settlement Amount in order to compensate and reimburse Class Counsel for all of the
15 work already performed in this case, all of the work remaining to be performed by Class Counsel in
16 documenting the Settlement, securing Court approval of the Settlement, making sure that the
17 Settlement is fairly administered and implemented, and obtaining final approval of this Settlement.
18 Plaintiff believes such a percentage fee is warranted considering, without limitation: (1) the time and
19 labor required of Class Counsel in this Action; (2) the complexity involved and the results obtained;
20 (3) the potential contingent nature of the compensation; (4) the opportunity costs to Class Counsel in
21 the time the engagement has taken away from other potential matters; and (5) the informed consent of
22 Plaintiff to a percentage fee to Class Counsel of up to one-third of the Gross Settlement Amount. The
23 Parties acknowledge and understand that Class Counsel’s attorneys’ fees will be paid entirely from
24 the Gross Settlement Amount, regardless of the amount approved by the Court, and that should the
25 Court approve a lesser amount than set forth in this subparagraph, the unapproved amount shall be
26 allocated to the Net Settlement Amount.

27 F. Class Counsel’s Costs: Class Counsel will separately seek recovery of their
28 actual, reasonable litigation costs and expenses. Defendant agrees that it will not oppose or otherwise

1 object to Plaintiff's request for an award of costs in the amount up to Ten Thousand Dollars (\$10,000).
2 The Parties acknowledge and understand that Class Counsel's costs will be paid entirely from the
3 Gross Settlement Amount, regardless of the amount approved by the Court, and that should the Court
4 approve a lesser amount than set forth in this subparagraph, the unapproved amount shall be allocated
5 to the Net Settlement Amount.

6 G. Enhancement Payment for Plaintiff: Subject to Court approval, Defendant will
7 not object to application for a service fee award of Seven Thousand Five Hundred Dollars (\$7,500)
8 for Plaintiff Heather Centeno. It is understood that this service fee award is in addition to Plaintiff's
9 Settlement Share as a Qualified Class Member. The Settlement Administrator will issue IRS Form
10 1099s for the service fee award to Plaintiff. Plaintiff shall assume full responsibility and liability for
11 correctly characterizing this compensation on her personal income tax return for tax purposes and for
12 paying any taxes on the amounts received. The Parties acknowledge and understand that the service
13 fee award will be paid entirely from the Gross Settlement Amount, regardless of the amount approved
14 by the Court, and that should the Court approve a lesser amount(s) than set forth in this subparagraph,
15 the unapproved amount(s) shall be allocated to the Net Settlement Amount.

16 H. The PAGA Allocation: The Parties have agreed that Twenty Thousand Dollars
17 (\$20,000) of the Gross Settlement Amount shall be allocated to the resolution of any Settlement Class
18 Members' claims arising under PAGA (the "PAGA Allocation"). Pursuant to PAGA, seventy-five
19 percent (75%) of the PAGA Allocation shall be paid to the California Labor Workforce and
20 Development Agency, and the remaining 25% shall be distributed evenly amongst Qualified Class
21 Members. The Parties acknowledge and understand that the PAGA Allocation will be paid entirely
22 from the Gross Settlement Amount, regardless of the amount approved by the Court, and that any
23 unapproved amount of the PAGA Allocation shall be allocated to the Net Settlement Amount.

24 I. Settlement Administration Costs: After soliciting bids from several class action
25 settlement administrators, the parties selected Atticus Administration, LLC, to serve as the Settlement
26 Administrator in this action. The Settlement Administrator has agreed to perform all necessary class
27 administration duties for a fee estimated to be less than \$10,000. These administration duties shall
28 include, without limitation, searching for updated addresses before mailing Class Notices, performing

1 necessary skip traces on notices returned as undeliverable, calculating, processing, and mailing
2 settlement checks, handling tax withholding, implementing a website for Settlement Class Members
3 to obtain more information about the Action and the Settlement, contributions, reporting and filings.
4 The Parties acknowledge and understand that the Settlement Administrator's fees will be paid entirely
5 from the Gross Settlement Amount, regardless of the amount approved by the Court, and that any
6 unapproved or unused portion below the amount set forth in this paragraph shall be allocated to the
7 Net Settlement Amount.

8 28. Effective Date: The "Effective Date" of this Settlement will be the date of entry of the
9 Order and Judgment granting final approval of the Settlement (the "Judgment"), if no objections to
10 the Settlement are filed. If objections are filed and overruled, and no appeal is taken, then the Effective
11 Date will be sixty-five (65) calendar days after the entry of the Judgment. If an appeal is taken from
12 the Court's overruling of objections to the Settlement, then the Effective Date will be twenty (20)
13 calendar days after the appeal is dismissed or after an appellate decision affirming the Judgment
14 becomes final.

15 29. Settlement Payout Timetable: Within fourteen (14) calendar days of the Effective Date,
16 Defendant will provide to the Settlement Administrator a sum in the amount required to satisfy all
17 required payments and distributions pursuant to this Settlement and the order and Judgment of final
18 approval including, to the extent ordered, all Settlement Shares to Qualified Class Members and Court-
19 approved attorneys' fees, costs, enhancement payments, and costs of settlement administration. The
20 Settlement Administrator shall be responsible for depositing the funds in the Settlement Account and
21 solely responsible for taking all necessary and reasonable steps to ensure the entirety of the funds are
22 secure in the Settlement Account for the distributions specified in this Agreement. Within fourteen
23 (14) calendar days of the Settlement Administrator's receipt of the sum from Defendant, the Settlement
24 Administrator will make all required distributions pursuant to this Settlement and the order and
25 Judgment of final approval including, to the extent ordered, all Settlement Shares to Qualified Class
26 Members and Court-approved attorneys' fees, costs, and enhancement payments.

27 30. Resolution of Disputes: If any Settlement Class Member timely disputes the number
28 of his or her Total Workweeks, by way of a written dispute that is postmarked within the Notice Period

(as defined below) as provided for in the Class Notice, the dispute shall be determined by the Settlement Administrator, who shall examine all available written records in an attempt to resolve the dispute. Defendant's records shall be presumed accurate and control unless the Settlement Class Member provides satisfactory proof that Defendant's records are incorrect. In any event, the Settlement Administrator will make every reasonable effort to resolve any such disputes before final approval of this Settlement. The Settlement Administrator's determination of the eligibility for and amount of any Settlement Share shall be final, not subject to appeal, and binding upon the Settlement Class Member and the Parties.

NOTICE TO THE SETTLEMENT CLASS

31. Subject to Court approval, the Parties agree that, within fourteen (14) calendar days after the Court enters any Order granting preliminary approval of the Settlement, Defendant will provide to the Settlement Administrator the following information for each Settlement Class Member in a reasonable format requested by the Settlement Administrator: (1) name; (2) last known home address and telephone numbers; (3) social security number; (4) dates of employment; (5) whether Settlement Class Member is a member of Regular Rate Class, Retail Store Class and/or Terminated Subclass; and (6) all email addresses known to Defendant whether the Settlement Class Member's personal or work email or both (collectively, the "Settlement Class Information"). The Settlement Administrator will perform address updates and verifications, as necessary, prior to the first mailing. Within fourteen (14) calendar days after the Settlement Administrator receives the Settlement Class Information from Defendant, and subject to Court approval, the Settlement Administrator will mail the Class Notice by first class mail. If Settlement Administrator requires different or additional Settlement Class Information to process payments to Qualified Settlement Class Members as required herein, Defendant agrees to make a good faith effort to provide such information to the Settlement Administrator.

SETTLEMENT ADMINISTRATOR'S DUTIES

32. Settlement Class Information, and any other data provided by Defendant to the Settlement Administrator, shall be treated as confidential and shall not be used by the Settlement Administrator for any purpose other than as permitted by this Agreement. Settlement Class

1 Information shall not be disclosed to Class Counsel, the Plaintiff, or any other Settlement Class
2 Member without the written consent of Defendant or order of the Court. Further, the Settlement
3 Administrator shall use commercially reasonable efforts to secure the data provided by Defendant at
4 all times so as to avoid inadvertent or unauthorized disclosure or use of such data other than as
5 permitted by this Agreement, and shall return the data (and all copies of it) to Defendant in a complete
6 and secure manner when such data is no longer required for purposes of this Agreement. At no time
7 during the settlement process will any Settlement Class Member's Social Security Number be filed
8 with the Court, except under seal as may be ordered by the Court. The Settlement Administrator shall
9 ensure that the Notice and any other communications to Settlement Class Members shall not include
10 the Settlement Class Members' Social Security Number, except for the last four digits.

11 33. Settlement Class Members will be afforded the opportunity to object to the Settlement
12 or to exclude themselves from the Settlement ("Exclusion Request") by mail. Settlement Class
13 Members will be permitted no more than forty-five days (45) calendar days from the date the Class
14 Notices are mailed by the Settlement Administrator to postmark their Exclusion Requests to the
15 Settlement Administrator (the "Notice Period"). To be valid, an Exclusion Request or objection must
16 be timely submitted during the Notice Period and must follow the procedures outlined below. These
17 procedures shall also be described in the Class Notice. If a Settlement Class Member submits a valid
18 Exclusion Request, he or she has no right to object to the Settlement.

19 34. Exclusion Requests. Any Settlement Class Member, other than Plaintiff, may elect to
20 submit an Exclusion Request during the Notice Period. To be effective, any such election: (i) must be
21 made in writing; (ii) must contain the name and sufficient information to verify the individual's
22 identity in the opinion of the Settlement Administrator, which may include address, telephone number,
23 and/or last four digits of the social security number of the Settlement Class Member requesting
24 exclusion; (iii) must be signed by the Settlement Class Member who is electing to be excluded; and
25 (iv) must be mailed to the Settlement Administrator on or before the end of the Notice Period. As
26 applicable, the date of the postmark on the mailing envelope shall be the exclusive means to determine
27 whether an Exclusion Request is timely. Any Settlement Class Member who timely submits an
28 Exclusion Request in compliance with these requirements: (i) shall not have any rights under this

1 Settlement Agreement; (ii) shall not be entitled to receive his or her Settlement Share; (iii) shall not
2 be entitled to submit an objection to this Settlement Agreement; and (iv) shall not be bound by this
3 Settlement Agreement, or the Judgment.

4 35. Objections: Any Settlement Class Member, other than Plaintiff or any Settlement Class
5 Member who submits an Exclusion Request, may object to final approval of this Settlement, provided
6 that such objection is made in writing and mailed to the Settlement Administrator by no later than the
7 last day of the Notice Period. As applicable, the date of the postmark on the mailing envelope shall
8 be the exclusive means to determine whether the objection is timely. An objection must clearly state
9 the name of the case and case number and must also include the objector's full name, address, and the
10 basis for any objection and, if the objector is represented by counsel, the name and address of the
11 objector's counsel. The objection must also state whether the Settlement Class Member intends to
12 appear at the final approval hearing and present oral argument. At the Court's discretion, any
13 Settlement Class Member who has not complied with these requirements may not be heard at the final
14 approval hearing. Any Settlement Class Member who fails to comply with these requirements will be
15 deemed to have waived any right to object to the Settlement Agreement. The Settlement Administrator
16 shall promptly forward any and all objections that it receives to Class Counsel and Defendant's
17 Counsel.

18 36. The Settlement Administrator will perform one skip-trace on any returned Class
19 Notices and re-mail Class Notices to any updated address (if any) within seven (7) calendar days of
20 receipt of the returned mail for all returned mail received by the Settlement Administrator by the
21 conclusion of the Notice Period. The deadline for a Settlement Class Member, who has been re-mailed
22 the Class Notice, to submit the Exclusion Request, or to object to the Settlement, shall be the later of
23 the conclusion of the Notice Period or fifteen (15) calendar days from the date the Class Notice is re-
24 mailed. It is the intent of the Parties that the Settlement Administrator use reasonable and customary
25 means to locate Settlement Class Members.

26 37. Within seven (7) calendar days of receipt by the Settlement Administrator of any timely
27 submitted, but deficient Exclusion Request, the Settlement Administrator will send a deficiency notice
28 to the Settlement Class Member regarding any irregularities ("Deficiency Notice"). The Deficiency

1 Notice will provide any applicable Settlement Class Member no more than fifteen (15) calendar days
2 from the mailing of any Deficiency Notice to postmark the response to any deficiencies in writing.
3 The failure of a Settlement Class Member to cure a deficiency shall invalidate an Exclusion Request,
4 unless counsel for both of the Parties stipulate otherwise.

5 38. On a weekly basis, the Settlement Administrator will advise Class Counsel and
6 Defendant's Counsel regarding the number of Exclusion Requests and/or objections that have been
7 submitted. The Settlement Administrator shall be responsible for calculating the Settlement Share for
8 each Qualified Class Member, issuing payments to Qualified Class Members, and performing all other
9 settlement administration duties required by this Settlement Agreement. Upon completion of the
10 Notice Period, the Settlement Administrator shall provide Class Counsel and Defendant's Counsel
11 with a report listing the amount of all payments to be made to each Qualified Class Member. Proof
12 of Payment will be filed with the Court and provided to the Parties' respective counsel. Upon entry
13 of final approval and judgment, the Settlement Administrator shall provide postcard notice of
14 judgment to all Qualified Class Members as required by CRC 3.771(b).

15 39. The Settlement Administrator shall withhold all payroll and income taxes required by
16 law to be withheld and/or paid on behalf of the employees from its distributions to the Settlement
17 Class, and report and remit the same to the appropriate government agencies. The Settlement
18 Administrator shall report individual settlement amounts to all required taxing and other authorities,
19 and issue IRS Forms W-2 and 1099. Upon completion of administration of the Settlement, the
20 Settlement Administrator shall provide written certification of such completion to the Court and
21 counsel for all Parties.

22 40. Checks issued by the Settlement Administrator to Qualified Class Members for their
23 respective Settlement Shares shall be negotiable for one hundred and eighty (180) calendar days. At
24 the conclusion of the 180-day period the checks shall be void.

25 41. With the sole exception of the residual, if any, resulting from any Qualified Class
26 Members' failure to deposit the check issued to them for their respective Settlement Shares within the
27 180-day period provided above (hereafter, the "Residual"), the Parties agree that Code of Civil
28 Procedure section 384 ("Section 384") is not applicable to any portion of the Gross Settlement Amount

(including but not limited to any portion of the Net Settlement Amount). Neither Plaintiff nor Class Counsel shall take, or cause any other person to take, a position before the Court that Section 384 applies to any portion of the Gross Settlement Amount, with the sole exception of the Residual.

42. The Parties propose the following process for distribution of the Residual, subject to the Court's approval: within 14 calendar days following the 180-day deadline, the Settlement Administrator shall deposit any Residual, without the need to include interest, with the California Department of Industrial Relations Unpaid Wage Fund. The Settlement Administrator shall also provide the California Department of Industrial Relations with a list of the Qualified Class Members on whose behalf unclaimed funds were deposited. The Parties agree that good cause exists for the Court to approve this distribution because the unclaimed funds are unpaid wages of employees that will be held by the State of California for the benefit of these employees, who may request receipt of payment from the Unpaid Wage Fund. Thus, the Parties submit that this proposed distribution would serve the interest of the Settlement Class better than the distribution proposed in Code of Civil Procedure section 384.

43. In the event that the Court does not find good cause to proceed as set forth in Paragraph 42, above, the Parties agree as follows: within 14 calendar days following the 180-day deadline, the Settlement Administrator shall deposit any Residual with the Workers' Rights Clinic of the nonprofit organization Legal Aid at Work, and accordingly there will be no "unpaid cash residue and unclaimed or abandoned funds" within the meaning of Section 384. However, in the event the Residual is determined by the Court to constitute "unpaid cash residue and unclaimed or abandoned funds" within the meaning of Section 384, the Residual shall be distributed in compliance with Section 384 to the Workers' Rights Clinic of the nonprofit organization Legal Aid at Work, as directed by the Court after a hearing.

SETTLEMENT CLASS RELEASED CLAIMS

44. Other than the rights created by this Settlement Agreement, upon the Effective Date, Plaintiff and each Settlement Class Member who has not provided a timely and valid Exclusion Request, shall fully release and discharge the Released Parties from any and all claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,

1 penalties, and damages, whether suspected or unsuspected, contingent or accrued, known or unknown,
2 that were plead or could have been plead based on the factual allegations and claims set forth in the
3 Action, and occurring during the Class Period, including, without limitation, those for (1) failure to
4 pay overtime wages; (2) failure to pay sick pay; (3) failure to compensate for all hours worked; (4)
5 failure to provide meal periods; (5) failure to provide rest periods; (6) failure to maintain accurate
6 records; (7) failure to furnish compliant wage and hour statements; and (8) failure to pay final wages
7 on time (collectively, the “Class Allegations”); (9) any claims for unfair, unlawful, and fraudulent
8 business practices under the California Business and Professions Code sections 17200, *et seq.* to the
9 extent they are predicated on the Class Allegations; and (10) any derivative claims for civil penalties
10 under the PAGA to the extent they are predicated on the Class Allegations; and all related remedies
11 of any nature whatsoever, including without limitation all claims for restitution and other equitable
12 relief, injunctive relief, statutory damages, liquidated damages, exemplary damages, punitive
13 damages, waiting-time penalties, statutory penalties, civil penalties, attorneys’ fees, costs, and
14 expenses to the extent they are predicated on the Class Allegations (collectively, the “Settlement Class
15 Released Claims”). The Settlement Class Released Claims shall be considered released through the
16 date the Court grants preliminary approval to the Settlement.

17 **PLAINTIFF’S GENERAL RELEASE OF ALL CLAIMS**

18 45. Other than the rights created by this Settlement Agreement, Plaintiff Heather Centeno,
19 individually and on behalf of each of her executors, administrators, representatives, attorneys,
20 successors and assigns knowingly and voluntarily releases and forever discharges Defendant and the
21 Released Parties, to the full extent permitted by law, of and from any and all claims, known and
22 unknown, asserted and unasserted, which Plaintiff has or may have against the Released Parties as of
23 the date of execution of this Settlement Agreement including, but not limited to, any alleged violation
24 of Title VII of the Civil Rights Act of 1964; the Civil Rights Act of 1991; the Americans with
25 Disabilities Act of 1990; the Age Discrimination in Employment Act of 1967; the Family and Medical
26 Leave Act; the Equal Pay Act; the California Labor Code; the Wage Orders promulgated by the
27 California Department of Industrial Relations; the California Family Rights Act – Cal. Gov’t Code §
28 12945.2; the California Fair Employment and Housing Act – Cal. Gov’t Code § 12900 *et seq.*; the

1 California Equal Pay Law – Cal. Lab. Code § 1197.5; any other federal, state or local civil or human
2 rights law or any other federal, state or local law, regulation or ordinance; any public policy, contract,
3 tort or common law; or; any basis for fees or other expenses including attorneys’ fees incurred in these
4 matters.

5 46. To affect a full and complete general release as described above, Plaintiff expressly
6 waives and relinquishes all rights and benefits of section 1542 of the Civil Code of the State of
7 California, and does so understanding and acknowledging the significance and consequence of
8 specifically waiving section 1542. Section 1542 of the Civil Code of the State of California provides,
9 “[a] general release does not extend to claims which the creditor does not know or suspect to exist in
10 his or her favor at the time of executing the release, which if known by him or her must have materially
11 affected his or her settlement with the debtor.” Thus, notwithstanding the provisions of section 1542,
12 and to implement a full and complete release and discharge of the Released Parties, Plaintiff expressly
13 acknowledges this Settlement Agreement is intended to include in its effect, without limitation, all
14 claims Plaintiff does not know or suspect to exist in her favor at the time of signing this Settlement
15 Agreement, and that this Settlement Agreement contemplates the extinguishment of any such claims.
16 Plaintiff’s general release of claims shall be considered released through the date the Court grants
17 preliminary approval to the Settlement.

18 **DUTIES OF THE PARTIES PRIOR TO PRELIMINARY APPROVAL**

19 47. The Parties shall promptly submit this Settlement Agreement to the Court in support of
20 a request for preliminary approval and determination by the Court as to its fairness, adequacy, and
21 reasonableness. Promptly upon execution of this Settlement Agreement, the Parties shall apply to the
22 Court for the entry of an order of preliminary approval, substantially in the form attached hereto as
23 “**Exhibit B**,” which shall:

24 A. Schedule a final fairness hearing on the question of whether the proposed
25 Settlement should be finally approved as fair, reasonable and adequate as to the Settlement Class.

26 B. Certify the Settlement Class for settlement purposes only;

27 C. Certify this action under Code of Civil Procedure section 382 and Rule 3.760,
28 *et seq.*, of the California Rules of Court as a class action for settlement purposes only;

- 1 D. Approve as to form and content the proposed Class Notice;
- 2 E. Approve the Settlement Administrator and preliminarily approve the estimated
- 3 costs of settlement administration;
- 4 F. Direct the Settlement Administrator to mail the Class Notice by first class mail
- 5 to the Settlement Class Members;
- 6 G. Preliminarily approve the Settlement subject only to the objections of
- 7 Settlement Class Members and final review by the Court;
- 8 H. Preliminarily approve Class Counsel's attorneys' fees and costs subject to final
- 9 review of the Court; and
- 10 I. Preliminarily approve the Plaintiff's service fee awards subject to final review
- 11 of the Court.

12 **DUTIES OF THE PARTIES PRIOR TO FINAL APPROVAL**

13 48. In advance of the final approval hearing, Class Counsel will submit to the Court a

14 proposed order of final approval and Judgment, substantially in the form attached hereto as "Exhibit

15 C," which shall:

- 16 A. Approve the Settlement, adjudging the terms thereof to be fair, reasonable and
- 17 adequate, and directing consummation of its terms and provisions;
- 18 B. Approve the award of attorneys' fees and costs to Class Counsel;
- 19 C. Approve the enhancement award to Plaintiff as set forth in the Settlement; and
- 20 D. Approve the administration costs of the Settlement Administrator as set forth in
- 21 the Settlement.

22 **FINAL JUDGMENT AND CONTINUING JURISDICTION**

23 49. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall

24 request that the Court enter the Final Judgment after the Settlement has been fully funded,

25 incorporating the terms of the Settlement in accordance with California Rules of Court, Rule 3.769(h).

26 Pursuant to California Rule of Court 3.769(h), after granting final approval of the Settlement, the Court

27 shall retain jurisdiction over the Parties to enforce the terms of the judgment.

28 ///

1 **PARTIES' AUTHORITY**

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

4 **MUTUAL FULL COOPERATION**

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

14 52. Defendant agrees to provide Plaintiff with information related to any wage and hour
15 policy or practice that it has implemented since the outset of this case so that Plaintiff may identify
16 those changes for the Court when seeking approval of the Settlement.

17 **NO PRIOR ASSIGNMENTS**

18 53. The Parties hereto represent, covenant, and warrant that they have not directly or
19 indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any
20 person or entity any portion of any liability, claim, demand, action, cause of action or rights herein
21 released and discharged except as set forth herein.

22 **NO ADMISSION OF LIABILITY**

23 54. Nothing contained herein, nor the consummation of this Settlement Agreement, is to
24 be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of
25 Defendant. Defendant expressly denies that it has violated the law in any manner and affirmatively
26 asserts that its wage and hour practices, and any other acts related to its employees, are and have been
27 in full compliance with all applicable statutes and regulations. This Settlement Agreement is a
28 settlement document and shall, pursuant to California Evidence Code section 1152, be inadmissible

1 as evidence in any proceeding except a proceeding to enforce its terms. Each of the Parties hereto has
2 entered into this Settlement Agreement with the intention to avoid further disputes and litigation with
3 the attendant inconvenience and expenses.

4 **CONSTRUCTION**

5 55. The Parties hereto agree that the terms and conditions of this Settlement Agreement are
6 the result of lengthy, arms-length negotiations between the Parties, and that this Settlement Agreement
7 shall not be construed in favor of or against any party by reason of the extent to which any party or
8 his, her, or its counsel participated in this drafting of this Settlement Agreement.

9 **CAPTIONS AND INTERPRETATIONS**

10 56. Paragraph titles or captions contained herein are inserted as a matter of convenience
11 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement
12 Agreement or any provision hereof. Each term of this Settlement Agreement is contractual and not
13 merely a recital.

14 57. This Settlement Agreement shall be subject to and governed by the laws of the State of
15 California. The Parties acknowledge that they are subject to the continuing jurisdiction of the Court
16 to enforce the terms of the Settlement contained herein.

17 **MODIFICATION**

18 58. This Settlement Agreement may not be changed, altered, or modified, except in writing
19 and signed by counsel of the Parties hereto, and approved by the Court. This Settlement Agreement
20 may not be discharged except by performance in accordance with its terms or by a writing signed by
21 the Parties hereto.

22 **RIGHT TO RESCISSION**

23 59. Notwithstanding any other provision of this Settlement Agreement, Defendant retains
24 the right, in the exercise of its sole discretion, to nullify the Settlement within fourteen (14) calendar
25 days of the expiration of the Notice Period, if eight (8) percent or more of the Settlement Class
26 Members timely exclude themselves from this Settlement. If Defendant wishes to exercise this right,
27 Defendant must do so by written notice sent by mail or electronic mail to Class Counsel within the
28 fourteen (14) calendar day period. None of the Parties or respective counsel shall, directly or

1 indirectly, solicit or otherwise encourage Settlement Class Members to exclude themselves from the
2 Settlement. In the event of such a rescission, no party may use the fact that the Parties agreed to settle
3 this case in any future proceeding in this Action or any other action, including but not limited to, in
4 support of a motion for class certification or as evidence of Defendant's liability in this lawsuit or the
5 lack thereof.

6 60. Notwithstanding any other provision of this Settlement Agreement, Plaintiff retains the
7 right, in the exercise of her sole discretion, to nullify the Settlement within fourteen (14) calendar days
8 of receiving notice from either Defendant or the Settlement Administrator that Defendant has
9 identified more than 198 Settlement Class Members. If Plaintiff wishes to exercise this right, Plaintiff
10 must do so by written notice sent by mail or electronic mail to Defendant's Counsel within the fourteen
11 (14) calendar day period. In the event of such a rescission, no party may use the fact that the Parties
12 agreed to settle this case in any future proceeding in this Action or any other action, including but not
13 limited to, in support of a motion for class certification or as evidence of Defendant's liability in this
14 lawsuit or the lack thereof.

15 **INTEGRATION CLAUSE**

16 61. This Settlement Agreement contains the entire agreement between the Parties relating
17 to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements,
18 understandings, representations, and statements, whether oral or written, and whether by a Party or
19 such Party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

20 **BINDING ON ASSIGNS**

21 62. This Settlement Agreement shall be binding upon and inure to the benefit of the Parties
22 hereto and their respective heirs, trustees, executors, administrators, successors, and assigns.

23 **SIGNATORIES**

24 63. It is agreed that because of the large number of Settlement Class Members, it is
25 impossible or impractical to have each Settlement Class Member execute this Settlement Agreement.
26 The Class Notice will advise all Settlement Class Members of the binding nature of the release and
27 such shall have the same force and effect as if this Settlement Agreement were executed by each
28 Settlement Class Member.

PUBLIC COMMENT

64. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press, or otherwise engage in any mass communication or publicity about the amount or terms of this Settlement. The Parties and their counsel agree that they will not otherwise publish or publicly disclose the amount or terms of this Settlement. Neither Plaintiff nor Class Counsel will discuss the terms of the settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Settlement Class Members. After obtaining final approval and judgment in this matter, nothing herein shall prohibit Class Counsel from identifying this case in an objective manner among a list of other class action cases on a website or within other marketing materials. Any violation of this provision by Plaintiff or Class Counsel shall have a liquidated damages penalty of \$1,000 per instance.

COUNTERPARTS

65. This Settlement Agreement may be executed in counterparts, and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties. Copies of the executed Settlement Agreement shall be effective for all purposes as though the signatures contained therein were original signatures.

Dated: 9/30/2021, 2021

DocuSigned by:

QD5E46DC6A18477
Plaintiff HEATHER CENTENO

DEVONS JEWELERS

Dated: _____, 2021

By: _____

Its: _____

PUBLIC COMMENT

64. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communication with the press, or otherwise engage in any mass communication or publicity about the amount or terms of this Settlement. The Parties and their counsel agree that they will not otherwise publish or publicly disclose the amount or terms of this Settlement. Neither Plaintiff nor Class Counsel will discuss the terms of the settlement with third parties other than (1) their immediate family members, (2) their respective accountants or lawyers as necessary for tax purposes; or (3) other Settlement Class Members. After obtaining final approval and judgment in this matter, nothing herein shall prohibit Class Counsel from identifying this case in an objective manner among a list of other class action cases on a website or within other marketing materials. Any violation of this provision by Plaintiff or Class Counsel shall have a liquidated damages penalty of \$1,000 per instance.

COUNTERPARTS

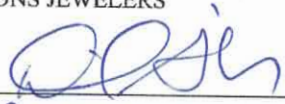
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Dated: _____, 2021

Plaintiff HEATHER CENTENO

DEVONS JEWELERS

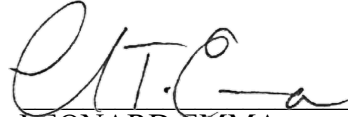
Dated: 09/24/2021, 2021

By: 
Its: President & C.E.O.

1 **APPROVED AS TO FORM:**

2
3 Dated: September 24, 2021

EMMA LAW, PC

4
5 

LEONARD EMMA

Attorneys for Plaintiff and Settlement Class

6
7
8 Dated: September 24, 2021

CDF LABOR LAW LLP

9
10 

JOEL VAN PARYS

Attorneys for Defendant

EXHIBIT A

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

Heather Centeno v. DeVon's Jewelers, Case No. STK-CV-UOE-2020-8297

As a current or former employee with DeVon's Jewelers in California, you may be entitled to receive money from a class action settlement.

ATTICUS ID: <<ATTICUS ID>>

<<Name>>

<<Address1>>

<<Address2>>

<<City>>, <<State>> <<Zip Code>>

Please provide current address (if different) here:

The San Joaquin County Superior Court has authorized this Class Notice.

This is not a solicitation from a lawyer.

- A proposed settlement of \$315,000.00 (the "Gross Settlement Amount") will be used to resolve claims pertaining to (1) all persons employed by Defendant in the State of California in non-exempt positions who received a "commission" payment, a "spiff office" payment, a "quota" payment, a "contest" payment, or any other type of bonus wage payment and who also worked overtime and/or used vested sick pay, at any time between October 2, 2016, and June 2, 2021 (the "Regular Rate Class"), and/or (2) all persons employed by Defendant in the State of California in non-exempt positions within a retail store environment at any time between October 2, 2016, and June 2, 2021 (the "Retail Store Class.") The period of time from October 2, 2016, to June 2, 2021, shall be referred to as the "Class Period" and such employees shall be referred to as the "Class Members".
- The settlement resolves claims in a lawsuit entitled *Heather Centeno v. DeVon's Jewelers*, Case No. STK-CV-UOE-2020-8297 (the "Lawsuit") over whether DeVons (1) properly calculated and paid overtime wages, (2) properly calculated and paid sick pay, (3) paid for all hours worked, (4) provided compliant meal periods, (5) provided compliant rest periods, (6) maintained accurate records, (7) provided compliant wage statements, and (8) timely paid final wages. This settlement avoids the costs and risks associated with continuing the Lawsuit, pays money to persons like you, and releases DeVon's from liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. DeVons denies that it did anything wrong and contends that at all relevant times it has fully complied with all applicable laws.
- Class Members will receive a payment based on their pro-rata share of the number of workweeks worked during the Class Period.

**PLEASE READ THIS ENTIRE CLASS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?

You worked a total number of <<Workweeks>> during the Class Period.

It is expected that you will receive approximately <<EstISP>>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may write to the Settlement Administrator, Atticus Administration, LLC, about why you do not like the settlement and they will forward your concerns to counsel which will then be provided to the Court.
ATTEND A HEARING	You have the right to attend a fairness hearing that will be conducted by the Court, but you are not required to attend. If you timely file and serve a written objection, and if you also want to speak about your objection at the hearing, you should send a letter to the Settlement Administrator, Atticus Administration, LLC, providing notice of your intention to appear and speak at the hearing.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

You were sent this Class Notice because you have a right to know about the proposed settlement in the Lawsuit and your options before the Court rules on whether to finally approve the settlement. If the Court approves the settlement, and after any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the San Joaquin County Superior Court. The person who filed the Lawsuit is called the “Plaintiff” and the company sued by the Plaintiff is called the “Defendant.”

2. What is the Lawsuit about?

- In the Lawsuit, Plaintiff Heather Centeno alleged multiple violations of the California Labor Code, the California Business & Professions Code, and the California Private Attorneys General Act (“PAGA”) against Defendant DeVons, including: (1) failure to properly calculate and pay overtime wages, (2) failure to properly calculate and pay sick pay, (3) failure to pay for all hours worked, (4) failure to provide compliant meal periods, (5) failure to provide compliant rest periods, (6) failure to maintain accurate records, (7) failure to provide compliant wage statements, and (8) failure to pay final wages on time, (9) unfair competition, and (10) penalties pursuant to the PAGA. DeVons denies that it did anything wrong and contends that at all relevant times it has fully complied with all applicable laws.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff were to win at trial. Defendant believes the Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of Plaintiff or Defendant. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have therefore chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the uncertainty of a trial, yet Class Members are still entitled to receive payments. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. The Plaintiff believes that the proposed settlement is fair and reasonable and is in the best interest of Class Members.

4. What is a class action settlement?

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

5. What must I do to be paid?

You do not need to do anything to be paid. Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

6. How much will my payment be?

After all fees, costs, and offsets are taken as set forth in the Joint Stipulation of Class Settlement and Release (which is available for review), the remainder will be used to pay Class Members based on the number of workweeks each Class Member worked during the Class Period.

Your estimated payment is listed above, on page 2 of this Class Notice. If you do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

7. When would I get my payment?

The Court will hold a hearing on [ENTER DATE AND TIME] to decide whether to approve the proposed settlement. If the Court approves the settlement without any objections and enters judgment as requested by the parties, then payment is expected to happen within one to months following entry of judgment. However, if the Court approves the settlement over objections, there may be appeals. If this happens, it is unknown when such objections and appeals might be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-XXX-XXX-XXXX, or contact Class Counsel (see below for Class Counsel's contact information.). *Please be patient.*

8. What am I releasing?

Upon final approval of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiff and Class Members who have not effectively opted-out of the settlement as described below, fully release and discharge DeVons from any and all claims, causes of action, disputes, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, penalties, and damages, whether suspected or unsuspected, contingent or accrued, known or unknown, that were plead or could have been plead based on the factual allegations and claims set forth in the Lawsuit.

The time period covered by this release is October 2, 2016, through [**PRELIMINARY APPROVAL DATE**].

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must prepare and submit the Opt-Out Form provided with this notice packet. You will have **45 days** from the date of mailing of this Class Notice to do so. Your Opt-Out Form must be mailed to the Settlement Administrator, Atticus Administration, LLC, (Address), and be postmarked no later than [**ENTER DATE**], or it will not be considered and you will be bound by the settlement.

10. Do I have a lawyer in this case?

The Court has appointed Leonard Emma of Emma Law, PC, 1999 Harrison Street, 18th Floor, Oakland, California 94612, telephone (415) 362-1111 to represent you and other Class Members in the Lawsuit ("Class Counsel"). Class Counsel will be compensated from the Gross Settlement Amount as discussed in this Class Notice. If you wish to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award fees of one-third of the Gross Settlement Amount. Class Counsel will also ask the Court to award costs incurred in connection with the prosecution of this Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

12. How do I tell the Court that I do not like the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit will continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. All written objections must be mailed to the Settlement Administrator, Atticus Administration, LLC, (Address), and must (a) clearly identify the case name and number (*Heather Centeno v. DeVon's Jewelers*, Case No. STK-CV-UOE-2020-8297), (b) include your full name, address, (c) state the basis for your objection, (d) identify the name and address of your counsel, if any, (e) state whether or not you intend to appear at the final approval hearing to present argument, and (f) be postmarked on or before [**ENTER DATE**].

13. When and where will the Court decide whether to approve the settlement?

The Court will hold a final fairness hearing on **[ENTER DATE AND TIME]** at the San Joaquin County Superior Court, Department 10C, 180 E. Weber Ave., California 95202. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections that have been properly lodged, the Court will consider them. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

14. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. However, you are welcome to attend the hearing at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

15. What happens if I do nothing at all?

You will participate in the settlement and receive payment. You will be bound by the release as described herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call **1-XXX-XXX-XXXX** or write the Settlement Administrator, Atticus Administration, LLC, **[REDACTED]** (Address).

You may access Court Records directly from the Court by visiting the San Joaquin County Superior Court's website at <https://www.sjcourts.org/divisions/records-management/> and following the instructions on the Court's website.

**PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE
TO INQUIRE ABOUT THE SETTLEMENT.**

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN**

HEATHER CENTENO, on behalf of herself,
all others similarly situated, and the general
public,

Plaintiffs,

vs.

DEVON'S JEWELERS, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2020-8297

OPT-OUT FORM

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OPT-OUT FORM:

COMPLETE THIS FORM TO EXCLUDE YOURSELF FROM THE CLASS AND THE SETTLEMENT

IF YOU CHOOSE TO OPT OUT, YOU WILL RECEIVE NO MONETARY RECOVERY. TO OPT OUT YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR BEFORE [REDACTED], TO THE FOLLOWING ADDRESS:

DeVons Jewelers Wage and Hour Class Settlement
c/o Settlement Administrator
Address

1 **INSTRUCTIONS:**

- 2 1. You must timely complete, sign, and mail this form by [REDACTED] to be excluded from this
- 3 settlement.
- 4 2. If you move, please send the Settlement Administrator your new address (at the above
- 5 address).

6 **PLEASE TYPE OR PRINT:**

7 Name (First, Middle, Last): _____

8 Street Address: _____

9 City, State, Zip Code: _____

10 Former Names (if any): _____

11 Last four digits of your Social Security Number: _____

12 Daytime Telephone Number: _____

13 **CERTIFICATION:**

14 I wish to be excluded from the Settlement in *Heather Centeno v. DeVon's Jewelers*, San

15 Joaquin County Superior Court Case No. STK-CV-UOE-2020-8297. I understand that in asking to

16 be excluded from the settlement class, I will receive no portion of the settlement approved by the

17 Court in this case.

18 I declare under penalty of perjury under the laws of the State of California that the

19 information I have provided on this Form is true and correct.

20

21

22 x _____

23 (Sign your name here)

Date: _____

EXHIBIT B

EMMA LAW, PC
Leonard Emma (SBN 224483)
lemma@employment-lawyers.com
1999 Harrison Street, 18th Floor
Oakland, CA 94612
Tel.: (415) 362-1111
Fax: (415) 362-1112

Attorneys for Plaintiff
HEATHER CENTENO

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

HEATHER CENTENO, on behalf of
herself, all others similarly situated, and
the general public,

Plaintiffs,

vs.

DEVON'S JEWELERS, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. STK-CV-UOE-2020-8297

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date:

Time:

Dept.:

Reservation No.:

[PROPOSED] ORDER

Plaintiff Heather Centeno (“Plaintiff”) and Defendant DeVons Jewelers (“Defendant”) (collectively the “Settling Parties”) came before this Court for a hearing regarding Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. Plaintiff requests an order: (1) preliminarily approving the proposed class settlement, (2) preliminarily certifying the proposed class; (3) preliminarily appointing Leonard Emma of Emma Law, PC as class counsel; (4) approving the proposed notice of settlement to class members, (5) appointing a third-party settlement administrator, and (6) setting a date for final settlement approval. The Court has considered the Joint Stipulation of Class Action Settlement and Release (the “Settlement” and/or “Settlement Agreement”), the proposed Class Notice (the “Notice”), the submissions of counsel, and all other papers filed in this action. The matter having been submitted and good cause appearing therefore, the Court hereby grants preliminary approval of the class action settlement and the Court hereby finds and orders as follows:

FINDINGS

1. All defined terms contained herein shall have the same meanings as set forth in the Settlement Agreement executed by the Settling Parties and filed with this Court, including any amendments thereto.

2. The Court finds on a preliminary basis that settlement for \$315,000.00 with no reversion, as memorialized in the Settlement Agreement, is within the range of reasonableness.

3. The proposed Settlement Class is defined as: (1) all persons employed by Defendant in the State of California in non-exempt positions who received a “commission” payment, a “spiff office” payment, a “quota” payment, a “contest” payment, or any other type of bonus wage payment and who also worked overtime and/or used vested sick pay, at any time between October 2, 2016, and June 2, 2021 (the “Regular Rate Class”), and/or (2) all persons employed by Defendant in the State of California in non-exempt positions within a retail store environment at any time between October 2, 2016, and June 2, 2021 (the “Retail Store Class”). There is a subset of the Regular Rate Class and the Retail Store Class consisting of all persons who are eligible for membership in Regular Rate Class and/or the Retail Store Class and who are

no longer employed with Defendant at any time between October 2, 2017, and June 2, 2021 (the “Terminated Subclass.”)

4. The proposed Settlement Class meets the requirements for certification under Code of Civil Procedure 382 and Rule of Court 3.765: (a) the proposed Settlement Class is ascertainable and so numerous that joinder of all members of the class is impracticable; (b) there are questions of law or fact common to the proposed Settlement Class; (c) the claims of Plaintiff are typical of the claims of the members of the proposed Settlement Class; (d) Plaintiff will fairly and adequately protect the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Plaintiff’s counsel is qualified to also serve as counsel for the Settlement Class.

5. The Court hereby preliminarily finds that the allocation of \$20,000.00 to Private Attorney General Act (“PAGA”) claims is within the range of reasonableness and helps serve the purpose of PAGA by providing private enforcement of penalties previously recoverable solely by the State.

6. The Court hereby preliminarily finds that the requested attorneys’ fees of \$105,000.00, or one-third of the common fund, is within the range of reasonableness. Plaintiff shall provide the Court with information supporting this request in connection with Plaintiff’s Motion for Attorneys’ Fees, Costs and Class Representative Service Payment, at which point the Court will make a final determination as to the amount of attorneys’ fees to be awarded.

7. The Court hereby preliminarily finds that the requested litigation costs and expenses of up to \$10,000 are within the range of reasonableness. Plaintiff shall provide the Court with information supporting this request in connection with Plaintiff’s Motion for Attorneys’ Fees, Costs and Class Representative Service Payment, at which point the Court will make a final determination as to the amount of costs to be awarded.

8. The Court hereby preliminarily finds that the requested administration fee of less than \$10,000.00 is within the range of reasonableness.

9. The Court preliminarily finds that the requested class representative service payment of \$7,500.00 to Plaintiff is within the range of reasonableness. Plaintiff shall provide

the Court with information supporting this request in connection with Plaintiff's Motion for Attorneys' Fees, Costs and Class Representative Service Payment, at which point the Court will make a final determination as to the amount of the service payment to be awarded.

10. The Settling Parties have also presented to the Court for review a plan to provide notice to the proposed Settlement Class of the terms of the Settlement and the options facing them including, *inter alia*: to receive a payment under the Settlement, to request exclusion from the Settlement, or to object to the Settlement. The Court finds that the notice plan proposed by the Settling Parties in the Settlement Agreement is the best practicable under the circumstances.

ORDERS

11. The Notice of Proposed Class Action Settlement and Hearing Date for Court Approval (the "Notice"), attached hereto as Exhibit 1, is hereby approved. The Settlement Administrator shall mail Exhibit 1 to the Class Members pursuant to the applicable provisions in the Settlement Agreement, along with the Opt-Out Form, attached thereto. Defendant shall provide the Settlement Administrator with the information necessary to conduct this mailing as set forth in the Settlement Agreement.

12. The Court appoints Heather Centeno as Class Representative.

13. The Court appoints Leonard Emma of Emma Law, PC as Class Counsel.

14. The Court hereby appoints Atticus Administration, LLC, as the Settlement Administrator. As per the Settlement Agreement, costs of administration are estimated to be less than \$10,000.00.

15. The Court hereby establishes the following deadlines:

- Within 14 calendar days of Preliminary Approval, Defendant will provide the Settlement Administrator with the following information about each Class Member: (1) name; (2) last known home address and telephone number; (3) social security number; (4) dates of employment; (5) whether Class Member is a member of Regular Rate Class, Retail Store Class and/or Terminated Subclass; and (6) all email addresses known to Defendant whether the Class Member's personal or work email or both (collectively, the "Settlement

Class Information”). The Settlement Administrator will perform address updates and verifications, as necessary, prior to the first mailing.

- Within fourteen (14) calendar days after the Settlement Administrator receives the Settlement Class Information from Defendant, and subject to Court approval, the Settlement Administrator will mail the Notice by first class mail.
- Class Members will have 45 days from the mailing of the Notice to opt-out or object.

16. Class Members may be heard at the Final Approval Hearing, either personally or through their counsel, only if they submit a timely written objection as described in the Notice. Class Members who do not serve written objections may not object to the settlement by way of appeal.

17. Class Counsel shall respond to any written objections to the Settlement in Plaintiff’s Motion for Final Approval, which motion shall be filed and served sixteen (16) court days prior to the date of the Final Approval Hearing which is set for _____ (date) at _____ (time) in Department 10C of this Court.

18. At the Final Approval Hearing, Class Counsel shall be prepared to address any objections to the Settlement and to provide other information as appropriate bearing on whether or not the Settlement should be finally approved.

19. In the event that the Effective Date occurs, all Class Members who do not timely and validly exclude themselves will be deemed to have forever released and discharged the Released Claims. In the event that the Effective Date does not occur for any reason whatsoever, the Settlement Agreement and this Order shall be deemed null and void and shall have no effect whatsoever.

IT IS SO ORDERED.

DATED: _____, 2021

HONORABLE JAYNE LEE
JUDGE OF SUPERIOR COURT
COUNTY OF SAN JOAQUIN

EXHIBIT C

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Attorneys for Plaintiff
HEATHER CENTENO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN JOAQUIN

HEATHER CENTENO, on behalf of herself,
all others similarly situated, and the general
public,

Plaintiffs,

vs.

DEVON'S JEWELERS, a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. MSC18-00394

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
JUDGMENT**

Date:

Time:

Dept.:

Judge:

TO EACH PARTY AND THE COUNSEL OF RECORD FOR EACH PARTY:

This matter came on for hearing upon Plaintiff's (1) Motion for Final Approval of Class Action Settlement and (2) Motion for Attorneys' Fees, Costs and Class Representative Enhancement Payment. Due and adequate notice having been given to Defendant and the Class, and the Court having considered the Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement"), the instant motion, all papers filed and proceedings herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing,

IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court has jurisdiction over the subject matter of the litigation, the Plaintiff, the Class Members, and Defendant (collectively, the "Parties").

2. The Court finds that the dissemination of the Notice as provided for in the Court's preliminary approval order and as carried out by the Settlement Administrator constituted the best notice practicable under the circumstances to all persons within the definition of the class, and fully met the requirements of California law and due process under the United States Constitution. Based on evidence and other material submitted in conjunction with the final approval hearing, the actual notice to the class was adequate.

3. The Court finds in favor of final settlement approval.

4. The Court approves the settlement of the above-captioned action, as set forth in the each of the releases and other terms, as fair, just, reasonable, and adequate. The Parties and Settlement Administrator are directed to perform in accordance with the terms set forth in the Settlement Agreement.

5. Because zero (0) Settlement Class Member(s) validly and timely requested exclusion from settlement by filing an opt-out form, all of the released claims are hereby released.

6. The parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

7. For purposes of effectuating this settlement, this Court conditionally certified the Settlement Class defined in the Settlement Agreement, and the Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and 3.771.

8. With respect to the Settlement Class and for purposes of approving the settlement, this Court finds and concludes that: (a) the Settlement Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among the Settlement Class with respect to the subject matter of the litigation; (c) the claims of Plaintiff are typical of the claims of the Settlement Class; (d) the Plaintiff has fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Plaintiff, i.e., Class Counsel, is qualified to serve as counsel for the Settlement Class.

9. The Court finds that Class Counsel achieved a substantial benefit for the Settlement Class and took on considerable risk by taking this case on a contingency basis and advancing all the necessary litigation costs. The Court finds that the fee request is justified using the common fund analysis, which reveals that Class Counsel's fee request of \$105,000.00 represents one-third of the common fund. Accordingly, the Court finds that Class Counsel is entitled to the requested attorneys' fees in the amount of \$105,000.00.

10. The Court finds that Class Counsel incurred reasonable and necessary litigation costs of \$_____ in prosecuting this action. Accordingly, the Court finds that Class Counsel is entitled to reimbursement of costs in the amount of \$_____.

11. The Court finds that Plaintiff Heather Centeno participated in the litigation from start to finish. Plaintiff met with Class Counsel in person and over the phone numerous times before and after filing the case. Plaintiff provided Class Counsel with contact information for other Class Members to assist in the investigation of the merits of this action. Plaintiff reviewed and interpreted documents with Class Counsel. Plaintiff attended a full day of mediation on behalf

1 of the Class.

2 12. Accordingly, the Court finds that the class representative service payment of
3 \$7,500 to Plaintiff is fair, reasonable and appropriate. The Court finds that the service payment
4 is consistent with all applicable rules associated with the award of service payments to class
5 representatives.

6 13. The Settlement Administrator's fees and costs in the amount of \$ _____
7 are reasonable and to be paid from the Gross Settlement Amount. The Settlement Administrator
8 is directed to disburse the settlement funds in accordance with the terms of the Settlement
9 Agreement.

10 14. In accordance with the California Rule of Court 3.769(h), the Court retains
11 exclusive and continuing jurisdiction over the litigation, the Plaintiff, the Settlement Class
12 Members, and Defendant, for the purposes of supervising the implementation, enforcement,
13 construction, administration, and interpretation of the Settlement Agreement.

14 **IT IS SO ORDERED AND JUDGMENT IS HEREBY ENTERED**

15 DATED: _____, 2020

16 _____
17 HONORABLE JAYNE LEE
18 JUDGE OF SUPERIOR COURT
19 COUNTY OF SAN JOAQUIN
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