

Jonathan M. Genish (CA State Bar No. 259031)
jgenish@blackstonepc.com
Jill J. Parker (CA State Bar No. 274230)
jparker@blackstonepc.com
S. Emi Minne (CA State Bar No. 253179)
eminne@blackstonepc.com
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California 90211
Telephone: (310) 622-4278 / Fax: (855) 786-6356

Attorneys for Plaintiff Samia Salazar Yunis

Larry M. Kazanjian, SBN: 071441
Alexandra M. Asterlin, SBN:221286
PALMER KAZANJIAN WOHL HODSON LLP
2277 Fair Oaks Boulevard, Suite 455
Sacramento, CA 95825
Telephone: (916) 442-3552
Facsimile: (916) 640-1521

Attorneys for Defendant Sharif Jewelers

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SACRAMENTO**

SAMIA SALAZAR YUNIS, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

SHARIF JEWELERS, an unknown business
entity; and DOES 1 through 25, inclusive.

Defendants.

Case No. 34-2020-00290080

**JOINT STIPULATION OF CLASS ACTION
AND PAGA SETTLEMENT**

Complaint Filed: December 7, 2020
Trial Date: None Set

1 This Joint Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement
2 Agreement”) is made and entered into between Plaintiff Samia Salazar Yunis (“Plaintiff”), on her own
3 behalf, on behalf of the State of California, and on behalf of Settlement Class Members as defined
4 below, and Defendant Sharif Jewelers (“Defendant”).

5 **I. DEFINITIONS**

6 As used in this Settlement Agreement, the following terms have the meanings specified below:

7 1. “Action” means the action entitled *Samia Salazar Yunis, et al. v. Sharif Jewelers*,
8 Sacramento Superior Court Case No. 34-2020-00290080.

9 2. “Attorneys’ Fees and Costs” means attorneys’ fees for Class Counsel’s litigation and
10 resolution of this Action and their expenses and costs incurred in connection with the Action, which
11 shall be paid from the Gross Settlement Payment.

12 3. “Class Counsel” means Jonathan M. Genish, Jill J. Parker, and S. Emi Minne of
13 Blackstone Law, APC.

14 4. “Class List” means a complete list of all Settlement Class Members that Defendant will
15 diligently and in good faith compile from its records and provide to the Settlement Administrator
16 within thirty (30) calendar days after Preliminary Approval of this Settlement Agreement. The Class
17 List will be formatted in a readable Microsoft Office Excel spreadsheet containing the following
18 information for each Settlement Class Member: (1) full name; (2) last known home address; (3) last
19 known telephone number; (4) social security number; (5) start and end dates of active employment as
20 a non-exempt employee of Defendant in the State of California; (6) total Workweeks during the Class
21 Period; (7) total Workweeks during the PAGA Period; and (8) any other information required by the
22 Settlement Administrator in order to effectuate the terms of the Settlement. The Class List, and any
23 information provided by Defendant to the Settlement Administrator, shall be treated as confidential
24 and not subject to disclosure to Class Counsel. However, notwithstanding this provision, the
25 Settlement Administrator shall provide both Defendant’s counsel and Class Counsel a redacted version
26 of the Class List that omits the names, addresses, telephone numbers, and social security numbers of
27 the Settlement Class Members so that Class Counsel can verify the number of Settlement Class
28 Members, the calculations of Workweeks and the calculations of Individual Settlement Shares, as well

1 as any other information necessary to verify and approve the disbursement of the Gross Settlement
2 Amount. The Settlement Administrator shall use commercially reasonable efforts to secure the data
3 provided by Defendant at all times so as to avoid inadvertent or unauthorized disclosure or use of such
4 data other than as provided for by the Settlement. Defendant's records will be presumed determinative
5 with respect to whether an individual is a Settlement Class Member and the Settlement Class
6 Member's hire and termination dates.

7 5. "Class Notice" means the Notice of Class Action Settlement, substantially in the form
8 attached hereto as "Exhibit 1," which will be mailed to Settlement Class Members and which describes
9 the material terms of the Settlement Agreement and the Settlement Class Members' rights and
10 obligations, the formula for determining each Settlement Class Member's Individual Settlement Share,
11 instructions on how to submit requests to opt out or object to the Settlement Agreement, and the
12 deadlines for doing so. The Class Notice and any other Communications to Settlement Class Members
13 shall not include the Settlement Class Members' social security number, except for the last four (4)
14 digits, if necessary.

15 6. "Class Period" means the period from December 7, 2016 to January 25, 2022, or the
16 date on which the Workweeks reach 5,000, whichever comes first.

17 7. "Class Representative" or "Plaintiff" means Samia Salazar Yunis.

18 8. "Class Representative Enhancement Award" means payment to the Class
19 Representative for her services and efforts on behalf of the Settlement Class Members in this Action.

20 9. "Court" means the Superior Court for the County of Sacramento.

21 10. "Effective Date" means the date that the Court enters an order granting final approval
22 of the Settlement Agreement if no timely objections to the Settlement Agreement are filed, or if timely
23 objections to the Settlement Agreement are filed but no objector successfully moves to intervene for
24 purposes of appeal. If timely objections to the Settlement Agreement are filed and any objector or
25 objectors successfully intervene for the purposes of appeal, the "Effective Date" shall be the 61st day
26 following the date on which the Court enters an order of final approval of the Settlement Agreement;
27 except that if an appeal is filed from the Court's overruling of objections to the Settlement Agreement
28 and/or from the final approval order (other than an appeal limited solely to a challenge to the denial or

1 reduction in the amount of requested attorneys' fees and expenses and/or service payments to the Class
2 Representative), the "Effective Date" shall be 30 days after the appeal is withdrawn or after all
3 appellate review thereof is exhausted and an appellate decision exhausting such review and affirming
4 the final approval decision becomes final.

5 11. "Final Approval" means the date on which the Final Approval Order and Judgment is
6 entered.

7 12. "Final Approval Hearing" means the hearing following notice to the Settlement Class
8 Members at which the Court will consider whether the terms of this Agreement are fair, adequate, and
9 reasonable to the Settlement Class Members as a whole.

10 13. "Final Approval Order and Judgment" means the order granting final approval of the
11 Settlement and entering Judgment thereon, in a form and content mutually agreed to by the Parties,
12 and subject to approval by the Court.

13 14. "Gross Settlement Payment" means the settlement amount of Three Hundred Fifty
14 Thousand Dollars (\$350,000.00) to be paid by Defendant in full satisfaction of all Settled Claims,
15 which includes Individual Settlement Payments to Participating Class Members, Class Representative
16 Enhancement Award, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Class Counsel,
17 and Settlement Administration Costs. The Gross Settlement Payment does not include any employer-
18 side taxes and withholdings, which will be calculated by the Settlement Administrator and separately
19 paid for by Defendant. The Gross Settlement Payment is non-reversionary; no portion of the Gross
20 Settlement Payment will return to Defendant. The settlement does not require Participating Class
21 Members to submit claims as a prerequisite to receiving their Individual Settlement Payment.

22 15. "Individual Settlement Payment" means the net payment of each Participating Class
23 Member's Individual Settlement Share, after reduction for the employee's share of taxes and
24 withholdings with respect to the wages portion of the Individual Settlement Share, and any payment a
25 PAGA Member is eligible to receive from the employee portion of the PAGA Penalty Amount.

26 16. "Individual Settlement Share" means the pro rata share of the Net Settlement Fund that
27 a Settlement Class Member may be eligible to receive and any pro rata share of the PAGA Penalty
28 Amount that a PAGA Member is eligible to receive from the employee portion of the PAGA Penalty

1 Amount.

2 17. "LWDA" means the California Labor and Workforce Development Agency.

3 18. "LWDA Payment" means seventy-five percent (75%) of the PAGA Penalty Amount.

4 19. "Net Settlement Fund" means the sum remaining after the Court-approved deductions
5 from the Gross Settlement Payment for: (1) Class Representative Enhancement Award, (2) PAGA
6 Penalty Amount, (3) Attorneys' Fees and Costs to Class Counsel, and (4) Settlement Administration
7 Costs.

8 20. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California
9 Labor Code sections 2698, et seq.

10 21. "PAGA Members" means all current and former non-exempt and/or hourly-paid
11 employees employed by Defendant in the State of California at any of its four store locations in
12 Sacramento, Downtown Sacramento, Folsom, and/or Carmichael at any time during the PAGA Period.

13 22. "PAGA Penalty Amount" means the amount allocated to settle any and all claims for
14 which penalties under PAGA may be sought or are otherwise available for any and all Settled Claims.

15 23. "PAGA Period" means the period from October 1, 2019 to January 25, 2022.

16 24. "Participating Class Members" means Settlement Class Members who do not submit
17 timely and valid requests for exclusion from the Settlement Agreement.

18 25. "Parties" means the parties to the Agreement, specifically, Plaintiff, individually and
19 on behalf of all Settlement Class Members, and Defendant.

20 26. "Preliminary Approval" means the date on which the Court enters the Preliminary
21 Approval Order.

22 27. "Preliminary Approval Order" means the order entered and filed by the Court that
23 preliminarily approves the terms and conditions of this Agreement.

24 28. "Released Parties" means Defendant Sharif Jewelers, Sharif Financial Corporation, and
25 their current and former officers, directors, members, managers, employees, agents, representatives,
26 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
27 affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity who
28 or which could be jointly liable with Defendant Sharif Jewelers and Sharif Financial Corporation and

all persons or entities acting by, through, under, or in concert with any of them.

29. “Response Deadline” means the deadline by which Settlement Class Members must submit to the Settlement Administrator valid requests to be excluded from the Settlement Agreement, valid objections to the Settlement Agreement, and disputes regarding Workweeks. The Response Deadline will be the date that is sixty (60) calendar days from the initial mailing of the Class Notice by the Settlement Administrator, unless the sixtieth (60th) day falls on a Sunday or a Federal holiday, in which case the Response Deadline will be extended to the next day on which the United States Postal service is open. The Response Deadline will be extended fifteen (15) calendar days for any Settlement Class Member who is re-mailed a Class Notice by the Settlement Administrator in accordance with the notice procedure described in Section IV of this Agreement, unless that fifteenth (15th) day falls on a Sunday or a Federal holiday, in which case the deadline will be extended to the next day on which the United States Postal service is open.

30. “Settled Claims” means any and all claims, causes of action, damages, wages, benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, costs, and any other form of relief or remedy in law, equity, or whatever kind of nature, arising from the claims pled in the Action and any claims based on facts alleged in the operative complaint, including, all claims for unpaid overtime wages, unpaid minimum wages, meal period violations, rest period violations, final wages not timely paid, wages not timely paid during employment, failure to provide accurate wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses, and unlawful business practices under the California Labor Code and/or the California Business and Professions Code, including all claims for restitution or equitable relief, liquidated damages, penalties, attorneys’ fees and costs, asserted or that might have been asserted by any Settlement Class Member against the Released Parties based on the facts or claims alleged in the Action during the Class Period, including but not limited to the PAGA notice submitted by the Class Representative.

31. “Settlement” means the agreement to settle the claims as set forth and embodied in this Agreement.

32. “Settlement Administration Costs” means the costs payable from the Gross Settlement

1 Payment to the Settlement Administrator for administering this Settlement, including, but not limited
2 to, translating the Class Notice from English to Spanish, printing, distributing, and tracking documents
3 for this Settlement, calculating/confirming the Settlement Class Members' Workweeks from the
4 information contained in the Class List, calculating each Participating Class Member's Individual
5 Settlement Payment, tax reporting, distributing the Gross Settlement Payment, providing necessary
6 reports and declarations, and other duties and responsibilities set forth herein to process this
7 Settlement, and as requested by the Parties or the Court. Settlement Administration Costs shall not
8 exceed Six Thousand Dollars (\$6,000.00).

9 33. "Settlement Administrator" means Simpluris, Inc. The Parties each represent that they
10 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
11 with the Settlement Administrator that could create a conflict of interest.

12 34. "Settlement Class" or "Settlement Class Members" means all current and former non-
13 exempt and/or hourly-paid employees employed by Defendant in the State of California at any of its
14 four store locations in Sacramento, Downtown Sacramento, Folsom, and/or Carmichael at any time
15 during the Class Period.

16 35. "Settlement Class Member" means an individual member of the Settlement Class.

17 36. "Workweeks" means the number of weeks each Settlement Class Member was
18 employed by Defendant as an hourly paid or non-exempt employee in California and worked at least
19 one (1) day from December 7, 2016 to January 25, 2022.

20 **II. RECITALS**

21 37. On October 1, 2020, Plaintiff submitted a written notice to the LWDA, with a copy
22 sent to Defendant via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which
23 she provided notice of the specific provisions of the California Labor Code alleged to have been
24 violated by Defendant, including the facts and theories to support the alleged violations. The notice
25 alleged that Defendant violated California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510,
26 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare
27 Commission Wage Order No. 7-2001. Plaintiff's notice alleged, *inter alia*, that Defendant failed to
28 pay minimum and overtime wages, failed to provide meal and rest periods, failed to timely pay wages

1 during employment, failed to timely pay wages upon termination, failed to keep accurate payroll
2 records, failed to furnish accurate itemized wage statements, and failed to reimburse necessary
3 business expenses.

4 38. Plaintiff filed a putative class action and representative PAGA action against Defendant
5 on December 7, 2020 in the Superior Court for Sacramento County. The Class Action Complaint for
6 Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698,
7 et seq., alleged nine causes of action for: (1) Violation of California Labor Code sections 510 and 1198
8 (Unpaid Overtime Wages), (2) Violation of California Labor Code sections 1194, 1197, and 1197.1
9 (Unpaid Minimum Wages), (3) Violation of California Labor Code sections 226.7 and 512(a) (Unpaid
10 Meal Period Premiums); (4) Violation of California Labor Code section 226.7 (Unpaid Rest Period
11 Premiums); (5) Violation of California Labor Code sections 201, 202, 203 (Wages Not Timely Paid
12 Upon Termination); (6) Violation of California Labor Code section 226(a) (Failure to Issue Compliant
13 Wage Statements); (7) Violation of California Labor Code sections 2800, et seq. (Unreimbursed
14 Business Expenses); (8) Violation of California Business and Professions Code sections 17200, et
15 seq.; and (9) Violation of California Labor Code sections 2698, et seq.

16 39. Class Counsel diligently investigated the claims of the Settlement Class, including any
17 and all applicable defenses and the applicable law. This investigation included formal discovery
18 consisting of special interrogatories, form interrogatories, and requests for production, as well as the
19 informal exchange of documents and information in anticipation of mediation. The discovery and
20 investigation included, among other things: (1) inspection and analysis of employee documents and
21 data, including time and payroll records, employment policies and procedures, and other relevant
22 documents; (2) evaluation of legal positions taken by Defendant; (3) evaluation of potential class-wide
23 damages and PAGA penalties; and (4) review and research of applicable law with respect to claims
24 and potential defenses brought by Defendant. Class Counsel has prosecuted this Class Action, and
25 Defendant has vigorously denied Plaintiff's allegations. The Parties have engaged in sufficient
26 discovery and investigation to assess the relative merits of the claims and contentions of the Parties.

27 40. On January 25, 2022, the Parties mediated with Jeffrey Ross, Esq., and reached the
28 Settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms'

length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential liability and exposure in relation to the costs and risks associated with continued litigation. Based on Class Counsel's investigation, Class Counsel believes that the Settlement for the consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate and is in the best interest of the Settlement Class in light of all known facts and circumstances, including the risk of significant delay and uncertainty associated with litigation and various defenses asserted by Defendant.

III. SETTLEMENT FUNDS AND SETTLEMENT PAYMENT ALLOCATION

41. Funding of the Gross Settlement Payment. Within fourteen (14) calendar days after the Effective Date of the Settlement, Defendant will deposit the Gross Settlement Payment, and all applicable employer-side payroll taxes, into a Qualified Settlement Fund ("QSF") within the meaning of Treasury Regulation Section 1.468B-1, *et seq.*, to be established by the Settlement Administrator. Defendant shall provide all information necessary for the Settlement Administrator to calculate necessary payroll taxes including its official name, 8-digit state unemployment insurance tax ID number, and other information requested by the Settlement Administrator, no later than fourteen (14) calendar days after the Effective Date.

42. Distribution from the QSF to the Class. Payments from the QSF for Individual Settlement Payments, Class Representative Enhancement Award, Attorneys' Fees and Costs to Class Counsel, LWDA Payment to the LWDA, and Settlement Administration Costs to the Settlement Administrator shall be made by the Settlement Administrator within fourteen (14) calendar days after the funding of the Settlement.

43. Attorneys' Fees and Costs. Defendant agrees not to oppose or impede any application or motion by Class Counsel for attorneys' fees of up to thirty-three percent (33%) of the Gross Settlement Payment and actual costs and expenses not to exceed Thirty Thousand Dollars (\$30,000.00), both of which will be paid from the Gross Settlement Payment. Any portion of the requested Attorneys' Fees and Costs that is not awarded by the Court to Class Counsel shall be reallocated to the Net Settlement Fund and distributed to Participating Class Members as provided in this Agreement. The Parties agree that regardless of any action taken by the Court or any appellate court with respect to Attorneys' Fees and Costs, the validity of the underlying Settlement shall not be

1 affected.

2 44. Enhancement Award to the Class Representative. Defendant agrees not to oppose or
3 object to any application or motion by Plaintiff for a Class Representative Enhancement Award of
4 Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Samia Salazar Yunis. The Class
5 Representative Enhancement Award will be paid from the Gross Settlement Payment and will be in
6 addition to the Class Representative's Individual Settlement Payment paid pursuant to the Settlement.
7 Any adjustments made by the Court to the requested Class Representative Enhancement Award shall
8 not be deemed a material modification of this Agreement. In the event that the Court reduces or does
9 not approve the requested Class Representative Enhancement Award, the Settlement Agreement
10 remains in full force and effect, Plaintiff shall not have the right to revoke the settlement for that
11 reason, it shall remain binding, and any portion of the requested Class Representative Enhancement
12 Award that is not awarded by the Court to the Class Representative shall be reallocated to the Net
13 Settlement Fund and distributed to Participating Class Members as provided in this Agreement.

14 45. PAGA Penalty Amount. Subject to approval by the Court, the Parties agree that the
15 amount of Twenty-Five Thousand Dollars (\$25,000.00) shall be allocated from the Gross Settlement
16 Payment for settlement and release of any and all claims for civil penalties under PAGA which may
17 be sought or are otherwise available for any and all Settled Claims (i.e., PAGA Penalty Amount),
18 which the Parties believe in good faith is a fair and reasonable apportionment. Pursuant to California
19 Labor Code § 2699(i), the Settlement Administrator shall pay seventy-five percent (75%) of the PAGA
20 Penalty Amount, or Eighteen Thousand Seven Hundred Fifty Dollars (\$18,750.00), to the LWDA.
21 The remaining twenty-five percent (25%) of the PAGA Payment, or Six Thousand Two Hundred Fifty
22 Dollars (\$6,250.00), will be distributed to PAGA Members on a *pro rata* basis based on the total
23 number of Workweeks worked by each PAGA Member during the PAGA Period.

24 46. Settlement Administration Costs. All costs and fees of the Settlement Administrator
25 shall be paid from the Gross Settlement Payment. The Parties agree to cooperate in the administration
26 of the Settlement and to make all reasonable efforts to control and minimize the costs and expenses
27 incurred in the administration of the Settlement.

28 ///

1 47. Individual Settlement Share Calculations. All Settlement Class Members who do not
2 opt out of the Settlement will receive an Individual Settlement Share and are not required to submit a
3 claim form. Individual Settlement Shares will be calculated and apportioned as follows:

4 A. Calculation of Class Portion of Individual Settlement Payments.

5 i. After Preliminary Approval, the Settlement Administrator will determine the
6 Workweeks of each Settlement Class Member, divide the Net Settlement Fund by
7 the Workweeks of all Settlement Class Members to yield the “Estimated Workweek
8 Value,” and multiply each Settlement Class Member’s individual Workweeks by the
9 Estimated Workweek Value to yield his or her estimated Individual Settlement
10 Share that he or she may be eligible to receive under the Settlement.

11 ii. After Final Approval, the Settlement Administrator will divide the final Net
12 Settlement Fund by the Workweeks of all Participating Class Members to yield the
13 “Final Workweek Value,” and multiply each Participating Class Member’s
14 individual Workweeks by the Final Workweek Value to yield his or her final
15 Individual Settlement Share.

16 B. Calculation of PAGA Portion of Individual Settlement Payments. The Settlement
17 Administrator will calculate the total Workweeks for all PAGA Members by adding the
18 number of workweeks worked by each PAGA Member during the PAGA Period. The
19 amount that each PAGA Member will receive will be calculated by dividing each
20 participating PAGA Member’s individual Workweeks by the total Workweeks of all
21 PAGA Members, and multiplying the resulting fraction by the 25% share of the PAGA
22 Penalty Amount designated for distribution to PAGA Members. PAGA Members shall
23 receive this portion of their Individual Settlement Payment regardless of whether they
24 opt out of participating in the Settlement Agreement regarding the Class claims.

25 48. Tax Treatment of Settlement Payments. Each payment of settlement funds to a
26 Participating Class Member from the QSF, other than the Class Representative Enhancement Award
27 and the PAGA Members’ individual share of the PAGA Penalty Amount, shall be allocated as follows:
28 twenty percent (20%) wages and eighty percent (80%) penalties and interest. The portion allocated to

1 wages will be reported on an IRS Form W-2 and the portions allocated to penalties and interest,
2 including portions allocated to PAGA penalties, will be reported on an IRS Form-1099 (if applicable)
3 by the Settlement Administrator. The Settlement Administrator will withhold the employee's share
4 of taxes and withholdings with respect to the wages portion of the Individual Settlement Shares, and
5 issue checks to Participating Class Members and PAGA Members for their Individual Settlement
6 Payment (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The
7 Settlement Administrator will be responsible for issuing to Plaintiff, Participating Class Members,
8 PAGA Members, and Class Counsel any tax forms (i.e., IRS Forms W-2, IRS Forms 1099, etc.) as
9 may be required by law for all amounts paid pursuant to this Agreement. The Settlement Administrator
10 will also be responsible for forwarding all payroll taxes and other legally required withholdings to the
11 appropriate government authorities. Neither Defendant nor its counsel, nor Class Counsel make any
12 representation and have made no representations as to the tax treatment or legal effect of the payments
13 to be made pursuant to this Settlement Agreement, and Plaintiff, Participating Class Members, and
14 PAGA Members are not relying on any statement, representation, or calculation by Defendant, the
15 Settlement Administrator, or Class Counsel in this regard. Plaintiff, Participating Class Members, and
16 PAGA Members understand and agree that Plaintiff, Participating Class Members, and PAGA
17 Members will be solely responsible for the payment of any taxes and penalties assessed on the
18 payments described in this Settlement Agreement. Plaintiff, Participating Class Members, and PAGA
19 Members who receive any payment under this Agreement should consult with their tax advisors
20 concerning the tax consequences of the Individual Settlement Payments they receive under the
21 Settlement. Defendant shall have no involvement in or responsibility for the determination or payment
22 of Employee Taxes and shall have no liability for errors made with respect to such Employee Taxes.
23 With respect to the QSF: (1) Defendant shall be the "transferor" within the meaning of Treasury
24 Regulation Section 1.468B-1(d)(1) to the QSF; (2) the Settlement Administrator shall be the
25 "administrator" of the QSF within the meaning of Treasury Regulation Section 1.468B-2(k)(3); and
26 (3) Defendant and the Settlement Administrator shall cooperate in providing any statements or making
27 any elections or filings necessary for satisfying the requirements for qualification as a "qualified
28 settlement fund" within the meaning of Treasury Regulation Section 1.468B-1, et seq., including as to

1 the making of any relation-back election under Treasury Regulation Section 1.468B-1(j).

2 49. Individual Settlement Payment checks shall be mailed by First Class U.S. Mail to the
3 last known address of all Participating Class Members and PAGA Members, as reflected in the
4 Settlement Administrator's records, and subject to the provisions of Paragraph 42. If any Individual
5 Settlement Payment check is returned as undeliverable within one hundred (100) calendar days after
6 checks are initially mailed, the Settlement Administrator shall engage in reasonable skip-tracing
7 efforts. If another address is identified, the Settlement Administrator shall mail the check to the newly
8 identified address. If an Individual Settlement Payment is returned to the Settlement Administrator as
9 undeliverable a second time, the Settlement Administrator shall not attempt any further re-mailing of
10 that check.

11 50. Check-Cashing Deadline and Uncashed Individual Settlement Payment Checks. Any
12 checks issued by the Settlement Administrator to Participating Class Members and PAGA Members
13 will be valid and negotiable for one hundred eighty (180) calendar days. If a Participating Class
14 Member and/or PAGA Member does not cash his or her settlement check within 180 days, the
15 uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et. seq.*
17 for the benefit of those Participating Class Members and/or PAGA Members who did not cash their
18 checks until such time that they claim their property. In such event, the Participating Class Member(s)
19 shall nevertheless remain bound by the Settlement. The Parties agree that this disposition results in no
20 "unpaid residue" under California Civil Procedure Code § 384, as the entire Net Settlement Fund will
21 be paid out to Participating Class Members, whether or not they all cash their settlement checks.
22 Therefore, Defendant will not be required to pay any interest on such amounts. The Individual
23 Settlement Payments provided to Participating Class Members and to PAGA Members shall
24 prominently state the expiration date or a statement that the settlement check will expire in one hundred
25 eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the
26 Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except
27 for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds
28 will result from the settlement process detailed in this Agreement.

1 51. Disputes Regarding Dates of Employment, Workweeks, and/or Estimated Individual
2 Settlement Share. The Class Notice shall be individualized and shall include a statement of the dates
3 worked by the Settlement Class Member receiving the notice, number of Workweeks, and estimated
4 Individual Settlement Share, based on available records provided by Defendant. Settlement Class
5 Members will have an opportunity to dispute the information provided in the Class Notice. To the
6 extent a Settlement Class Member disputes the information as set forth in his or her Class Notice, that
7 Settlement Class Member shall submit a written, signed challenge (“Dispute”) along with any
8 supporting documents to the Settlement Administrator at the address or fax number provided on the
9 Class Notice, postmarked or fax-stamped no later than the Response Deadline. The Dispute must
10 contain: (a) the case name and number of the Action, (b) the Settlement Class Member’s signature, (c)
11 the full name, address, telephone number, and the last four digits of the Social Security Number and/or
12 Employee ID number of the disputing Settlement Class Member, (d) a statement that the Settlement
13 Class Member disputes the number of Workweeks credited to him or her and what he or she contends
14 is the correct number to be credited to him or her, and (e) information and/or documentation
15 demonstrating that the number of Workweeks that he or she contends should be credited to him or her
16 are correct. Absent evidence rebutting Defendant’s records, Defendant’s records will be presumed
17 determinative. However, if a Settlement Class Member produces evidence to the contrary, the
18 Settlement Administrator will, within five (5) calendar days from the date the Settlement
19 Administrator receives notice of any such challenge, send to Class Counsel and Defendant’s counsel
20 a copy of the documentation submitted in connection with that Dispute. Within five (5) calendar days
21 from the date counsel receive that documentation, Class Counsel and Defendant’s counsel shall meet
22 and confer and make one or more recommendations to the Settlement Administrator, and the
23 Settlement Administrator shall thereafter make a final and binding determination, without hearing or
24 right to appeal, and shall communicate that determination to the Settlement Class Member, Class
25 Counsel, and Defendant’s counsel. In no case will a Dispute result in a payment by Defendant in
26 excess of the Gross Settlement Payment. If a Settlement Class Member does not challenge the
27 information set forth in the Class Notice, the Settlement Class Member need not do anything further
28 and payment shall be made to that Settlement Class Member based on the records provided by

1 Defendant and the terms of this Agreement.

2 **IV. PRELIMINARY APPROVAL AND SETTLEMENT ADMINISTRATION**

3 52. Preliminary Approval of Settlement and Request for Preliminary Approval Order.
4 Plaintiff will obtain a hearing date from the Court to request Preliminary Approval of the Settlement
5 Agreement, and the entry of a Preliminary Approval Order for: (a) conditional certification of the
6 Settlement Class for settlement purposes only, (b) Preliminary Approval of the proposed Settlement
7 Agreement, and (c) setting a date for a Final Approval/Settlement Fairness Hearing. The Preliminary
8 Approval Order will provide for the Class Notice to be sent to all Settlement Class Members as
9 specified herein. In conjunction with the Preliminary Approval hearing, Plaintiff will submit this
10 Agreement, which sets forth the terms of the Settlement, and will include the proposed Class Notice
11 attached as Exhibit 1. Defendant shall file a notice of non-opposition that states it either joins in
12 Plaintiff's Motion for Preliminary Approval or that it will not file any response to Plaintiff's
13 unopposed Motion for Preliminary Approval.

14 53. Notice of Settlement to the LWDA. Pursuant to California Labor Code § 2699(1)(2),
15 Class Counsel shall notify the LWDA of the Settlement upon filing the motion for preliminary
16 approval of the Settlement.

17 54. Responsibilities of Settlement Administrator. The Parties agree to cooperate in the
18 administration of the Settlement and to make all reasonable efforts to control and minimize the costs
19 and expenses incurred in administration of the Settlement. The Parties agree that the following
20 procedures for providing the Class Notice provide the best practicable notice to Settlement Class
21 Members and are consistent with the requirements of due process and California Rule of Court 3.766.
22 The Settlement Administrator will provide the following services:

23 a. The Settlement Administrator shall be responsible for translating the Class Notice from
24 English to Spanish, and for formatting, printing, and mailing to all Settlement Class
25 Members an individualized version of the Class Notice, in substantially the form
26 approved by the Court, and such other materials as may be required to be distributed,
27 all as approved and directed by the Court.

28 b. Within thirty (30) calendar days of an Order from the Court granting Preliminary

1 Approval of the Settlement Agreement, Defendant will provide the Class List to the
2 Settlement Administrator. This is a material term of the Agreement, and if Defendant
3 fails to comply, Plaintiff shall have the right to void the Agreement.

4 c. Based on the information in the Class List and the terms of this Settlement, the
5 Settlement Administrator shall promptly calculate the number of Workweeks and
6 estimated Individual Settlement Share for every Settlement Class Member, to be
7 included in the Class Notice to be sent to that Settlement Class Member, and shall
8 prepare and email a spreadsheet setting forth those calculations to Class Counsel and
9 Defendant's counsel no fewer than two (2) business days before mailing the Class
10 Notice to Settlement Class Members.

11 d. Within seven (7) calendar days after receiving the Class List from Defendant, the
12 Settlement Administrator will mail the Class Notice to all Settlement Class Members
13 via regular First Class U.S. Mail, using the most current, known mailing addresses
14 identified in the Class List. The Parties may not vary from the form of the Class Notice
15 approved by the Court. If the Settlement Administrator asks for the Parties' approval
16 prior to mailing the court approved Class Notice, the Parties shall provide their
17 approval within three (3) business days. If either Party has an objection to the court
18 approved form of the Class Notice, it must seek *ex parte* relief from the Court about its
19 objection.

20 e. All Settlement Class Members will be mailed a Class Notice. Each Class Notice will
21 provide: (a) information regarding the nature of the Action; (b) a summary of the
22 Settlement's principal terms; (c) the Class definition; (d) the total number of
23 Workweeks each respective Settlement Class Member worked for Defendant during
24 the Class Period; (e) each Settlement Class Member's estimated Individual Settlement
25 Payment and the formula for calculating Individual Settlement Payments; (f) the dates
26 which comprise the Class Period and PAGA Period; (g) the deadlines by which the
27 Settlement Class Member must postmark Requests for Exclusion, Objections to the
28 Settlement, or workweek disputes; (h) the claims to be released, as set forth herein; and

1 (i) the date for the final approval hearing.

2 f. Prior to mailing, the Settlement Administrator will perform a search based on the
3 National Change of Address Database for information to update and correct for any
4 known or identifiable address changes. Any Class Notice returned to the Settlement
5 Administrator as non-deliverable on or before the Response Deadline will be sent
6 promptly via regular First Class U.S. Mail to the forwarding address affixed thereto
7 and the Settlement Administrator will indicate the date of such re-mailing on the Class
8 Notice. If no forwarding address is provided, the Settlement Administrator will
9 promptly attempt to determine the correct address using a skip-trace, or other search
10 using the name, address and/or Social Security number of the Settlement Class Member
11 involved, and will then perform a single re-mailing. If any Class Notice sent to a Class
12 Member by the Settlement Administrator is returned as undeliverable to a current
13 employee, then Defendant shall make all reasonable efforts to obtain the current
14 address from the Settlement Class Member and provide the same within seven (7)
15 calendar days of notice from the Settlement Administrator. Those Settlement Class
16 Members who receive a re-mailed Class Notice, whether by skip-trace or by request,
17 will have between the later of (a) an additional fifteen (15) calendar days or (b) the
18 Response Deadline to postmark a Request for Exclusion, or an Objection to the
19 Settlement. It will be conclusively presumed that, if an envelope so mailed has not been
20 returned within twenty (20) days of the mailing, the Settlement Class Member received
21 the notice packet.

22 g. For any Class Notice that is returned by the post office as undeliverable without a
23 forwarding address or addressee unknown, the Settlement Administrator shall perform
24 a skip-trace search that shall use such public and proprietary electronic resources as are
25 available to the Settlement Administrator that lawfully collect address data from
26 various sources such as utility records, property tax records, motor vehicle registration
27 records, and credit bureaus. If the Settlement Administrator is successful in locating an
28 alternate subsequent address or addresses, the Settlement Administrator shall perform

1 a single re-mailing of the Class Notice to the updated address(es) within five (5)
2 calendar days of receipt of the undeliverable Class Notice. Settlement Class Members
3 who receive a re-mailed Class Notice will have an extended fifteen (15) calendar days
4 from the original Response Deadline to opt out of the Settlement, object to the
5 Settlement, or submit a Dispute. If a Settlement Class Member's Notice Packet is
6 returned to the Settlement Administrator more than once as undeliverable, then an
7 additional Notice Packet shall not be re-mailed. Nothing further shall be required of, or
8 done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the
9 proposed settlement.

10 h. Compliance with the procedures described in this section herein above, shall constitute
11 due and sufficient notice to Settlement Class Members of this Settlement and shall
12 satisfy the requirements of due process. In the event the procedures set forth herein are
13 followed and an intended recipient of a Notice Packet still does not receive the Notice
14 Packet, the intended recipient will be a Participating Class Member and will be bound
15 by all terms of the Settlement and Final Judgment entered by the Court. Nothing else
16 shall be required of or done by, the Parties, Class Counsel, and Defense Counsel to
17 provide notice of the proposed Settlement.

18 55. Objections to Settlement. To object to the Settlement, a Participating Class Member
19 must postmark a valid Objection to the Settlement Administrator on or before the Response Deadline.
20 The Objection must be signed by the Participating Class Member and contain all information required
21 by this Settlement Agreement, including the Participating Class Member's full name, address,
22 telephone number, the last four digits of their social security number and/or Employee ID number,
23 the specific reason including any legal grounds for the Participating Class Member's objection, and
24 whether the Settlement Class Member intends to appear at the Final Approval Hearing. The postmark
25 date will be deemed the exclusive means for determining that the Objection is timely. Any dispute
26 regarding the validity of an Objection falls solely within the discretion of the Settlement Administrator
27 unless both Parties stipulate otherwise. Participating Class Members who fail to object in the manner
28 specified above will be foreclosed from making a written objection, but shall still have a right to appear

1 at the Final Approval Hearing in order to have their objections heard by the Court. At no time will any
2 of the Parties or their counsel seek to solicit or otherwise encourage Participating Class Members to
3 submit written objections to the Settlement or appeal from the Order and Judgment. Class Counsel
4 will not represent any Participating Class Members with respect to any objections to this Settlement.
5 By executing this Settlement, Plaintiff hereby stipulates she will not object or seek to exclude herself
6 from the Settlement in any manner.

7 56. Opting-Out of the Settlement. Any Settlement Class Member wishing to opt-out from the
8 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator by
9 the Response Deadline. The Request for Exclusion must include (a) the Settlement Class Member's
10 name, address, telephone number, and the last four digits of the Settlement Class Member's Social
11 Security number and/or the Employee ID number and (b) a clear statement requesting to be excluded
12 from the Settlement. No Requests for Exclusion may be made by a Settlement Class Member on
13 behalf of another Settlement Class Member or group of Settlement Class Members. The date of the
14 postmark on the return mailing envelope receipt confirmation will be the exclusive means to determine
15 whether a Request for Exclusion has been timely submitted. All Requests for Exclusion will be
16 submitted to the Settlement Administrator, who will certify jointly to Class Counsel and Defendant's
17 Counsel the Requests for Exclusion that were timely submitted. Any Settlement Class Member who
18 requests to be excluded from the Settlement will not be entitled to any recovery under the Settlement
19 and will not be bound by the terms of the Settlement. At no time shall any of the Parties or their
20 counsel seek to solicit or otherwise encourage, cause, directly or indirectly, members of the Settlement
21 Class to submit Requests for Exclusion from the Settlement. Settlement Class Members who submit
22 a valid Request for Exclusion may not also submit a Notice of Objection. Regardless of whether a
23 Settlement Class Member submits a timely Request for Exclusion, if the Settlement Class Member
24 worked during the PAGA period, the Settlement Class Member shall still be entitled to an Individual
25 Settlement Payment from the PAGA allocation as a Similarly Aggrieved Employee and will be bound
26 by the settlement of the PAGA claim. All Settlement Class Members who do not request a timely
27 exclusion from the Action will be bound by all terms of the Settlement Agreement if the Settlement is
28 granted final approval by the Court.

1 57. Defendant's Right to Rescind. If more than ten percent (10%) of the Settlement Class
2 Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant
3 may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
4 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
5 right and must make clear its intent to rescind the Agreement within ten (10) calendar days of the
6 Settlement Administrator notifying the Parties of these opt-outs, which the Settlement Administrator
7 will do within seven (7) calendar days after the Response Deadline. If Defendant decides to void the
8 Settlement, then the Settlement and conditional class certification shall be considered void, and neither
9 the Settlement, nor any of the related negotiations or proceedings, shall be of any force or effect, and
10 the Parties shall still stand in the same position, without prejudice, as if this Settlement had neither
11 been entered into nor filed with the Court. If Defendant exercises its right to rescind the Agreement,
12 Defendant shall be responsible for all Settlement Administration Costs incurred to the date of
13 rescission.

14 58. Interim Reports by the Settlement Administrator. The Settlement Administrator shall
15 provide weekly reports to counsel for the Parties providing (1) the status of the mailing of the Class
16 Notice to Settlement Class Members, including but not limited to the names of Settlement Class
17 Members for whom the Class Notice was returned as undeliverable; (2) the names of Settlement Class
18 Members who submit requests for exclusion or objections to the Settlement; and (3) the names of
19 Settlement Class Members who submitted Disputes, including the resolution of any such Disputes.
20 No later than five (5) business days prior to the deadline for filing a motion for final approval of the
21 Settlement, the Settlement Administrator shall provide counsel for the Parties with a declaration
22 regarding the settlement notice administration process, including the total number and names of
23 Settlement Class Members who timely opted out of the Settlement, the total number and names of
24 Participating Class Members who submitted objections to the Settlement, and any other information
25 that may be required by the Court.

26 **V. FINAL APPROVAL**

27 59. Final Approval Hearing. Upon completion of the Class Notice process, including the
28 expiration of the deadlines to postmark Requests for Exclusion or Objections to the Settlement

1 Agreement, a Final Approval/Settlement Fairness Hearing will be conducted to determine the Final
2 Approval of the Settlement Agreement along with the amounts properly payable for: (a) Individual
3 Settlement Payments; (b) the PAGA Penalty Amount; (c) Class Counsel's Attorneys' Fees and Costs;
4 (d) the Class Representative Enhancement Award; and (e) the Settlement Administration Costs. The
5 Parties and their Counsel shall cooperate and make all reasonable efforts to revise the Settlement as
6 necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the
7 Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard
8 to any of the Action which has the effect of modifying material terms of this Agreement or preventing
9 the full and complete approval of the Settlement Agreement as written and agreed to by the Parties,
10 will result in this Agreement and all obligations under this Agreement being null and void. In such a
11 case, the Parties and any funds to be awarded under the settlement shall be returned to their respective
12 statuses as of the date and time immediately prior to the execution of the Settlement and the Parties
13 shall proceed in all respects as if this Settlement had not been executed, except that any costs and fees
14 already incurred by the Settlement Administrator shall be paid jointly by the Parties. In the event an
15 appeal is filed from the Court's Final Judgment, or any other appellate review is sought, administration
16 of the Settlement shall be stayed pending final resolution of the appeal or other appellate review, and
17 any other payments required hereunder by Defendant will not be paid pending completion and final
18 resolution of the appeal, and any payment thereafter will: (1) only occur if the Final Judgment is
19 upheld after all appeals; and (2) be in a manner that is provided for in the Settlement and in the Final
20 Judgment. Defendant agrees it shall not oppose the granting of the Motion for Final Approval,
21 provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

22 60. Final Approval Order and Judgment. The proposed Final Approval Order and
23 Judgment to be submitted to the Court shall be in a form mutually agreed upon by the Parties. The
24 Parties shall not object to any final Judgment that is substantially in the form submitted to the Court
25 by the Parties. If the Court grants final approval of the Settlement, the Settlement Administrator shall
26 post the Final Approval Order and Judgment on its website within seven (7) calendar days of entry of
27 the Final Approval Order and Judgment.

28 61. Continued Jurisdiction. After entry of the Judgment, the Court will have continuing

jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement. The Court shall award attorneys' fees and costs to the prevailing party in any motion or action taken and based on an alleged violation of any material term of the Settlement and/or in any action taken to enforce the terms of this Settlement.

VI. RELEASED CLAIMS

62. Release of Claims by Plaintiff and All Participating Class Members. Upon the funding of the Gross Settlement Payment and all applicable employer-side payroll taxes by Defendant, each and every Participating Class Member, including Plaintiff, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties of and from any and all Settled Claims, and shall be permanently barred and enjoined from the institution or prosecution of any and all Settled Claims against the Released Parties, except as to such rights or claims as may be created by the Settlement, subject to the continuing jurisdiction of the Court.

VII. MISCELLANEOUS

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

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

65. 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.

66. 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

1 each other and use their best efforts to affect the implementation of the Settlement. If the Parties are
2 unable to reach agreement on the form or content of any document needed to implement the
3 Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of
4 this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

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

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

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

14 70. Acknowledgement that the Settlement is Fair and Reasonable. The Parties believe this
15 Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at
16 this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into
17 account all relevant factors, present and potential. The Parties further acknowledge that they are each
18 represented by competent counsel and that they have had an opportunity to consult with their counsel
19 regarding the fairness and reasonableness of this Settlement.

20 71. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
21 the Court will first attempt to construe the provision as valid to the fullest extent possible consistent
22 with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

23 72. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class
24 certification for purposes of this Settlement only; except, however, that either party may appeal any
25 court order that materially alters the Settlement Agreement's terms.

26 73. Class Action Certification for Settlement Purposes Only. The Parties agree to stipulate
27 to class action certification of the Settlement Class only for purposes of the Settlement. If, for any
28 reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further

1 agree that certification for purposes of the Settlement is not an admission that class action certification
2 is proper under the standards applied to contested certification motions and that this Agreement will
3 not be admissible in this or any other proceeding as evidence that either: (a) a class action should be
4 certified or (b) Defendant is liable to Plaintiff or any Settlement Class Member, other than according
5 to the Settlement's terms.

6 74. Neutral Employment Reference. Defendant agrees that it will adopt a neutral reporting
7 policy regarding any future employment references related to Plaintiff. In the event that any potential
8 or future employers of Plaintiff request a reference regarding Defendant's employment of Plaintiff,
9 Defendant shall only provide Plaintiff's dates of employment and job titles during employment.
10 Defendant shall not refer to the Action or this Settlement.

11 75. Non-Admission of Liability. The Parties enter into this Agreement to resolve the
12 dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation.
13 In entering into this Agreement, Defendant does not admit, and specifically denies, it has violated any
14 federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute
15 or any other applicable laws, regulations or legal requirements; breached any contract; violated or
16 breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful
17 conduct with respect to its employees. Neither this Agreement, nor any of its terms or provisions, nor
18 any of the negotiations connected with it, shall be construed as an admission or concession by
19 Defendant of any such violations or failures to comply with any applicable law. Except as necessary
20 in a proceeding to enforce the terms of this Agreement, this Agreement and its terms and provisions
21 shall not be offered or received as evidence in any action or proceeding to establish any liability or
22 admission on the part of Defendant or to establish the existence of any condition constituting a
23 violation of, or a non-compliance with, federal, state, local or other applicable law.

24 76. Captions. The captions and section numbers in this Agreement are inserted for the
25 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
26 provisions of this Agreement.

27 77. Waiver. No waiver of any condition or covenant contained in this Settlement
28 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered to

1 imply or constitute a further waiver by such party of the same or any other condition, covenant, right
2 or remedy.

3 78. Mutual Preparation. The Parties have had a full opportunity to negotiate the terms and
4 conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly against
5 one Party than another merely by virtue of the fact that it may have been prepared by counsel for one
6 of the Parties, it being recognized that, because of the arms-length negotiations between the Parties,
7 all Parties have contributed to the preparation of this Settlement Agreement.

8 79. Representation By Counsel. The Parties acknowledge that they have been represented
9 by counsel throughout all negotiations that preceded the execution of this Agreement, and that this
10 Agreement has been executed with the consent and advice of counsel and reviewed in full. Further,
11 Plaintiff and Class Counsel warrant and represent that there are no liens on the Agreement.

12 80. All Terms Subject to Final Court Approval. All amounts and procedures described in
13 this Settlement Agreement herein will be subject to final Court approval.

14 81. Voluntary Agreement. The Parties acknowledge that they have entered into this
15 Settlement Agreement voluntarily, on the basis of their own judgment and without coercion, duress,
16 or undue influence of any Party, and not in reliance on any promises, representations, or statements
17 made by the other Parties other than those contained in this Settlement Agreement. Each of the Parties
18 hereto expressly waives any right she/it might ever have to claim that this Settlement Agreement was
19 in any way induced by fraud.

20 82. Execution by Settlement Class Members. It is agreed that it is impossible or impractical to
21 have each Settlement Class Member execute this Settlement. This Notice of Settlement will advise all
22 Settlement Class Members of the binding nature of this release and such shall have the same force and effect
23 as if each Settlement Class Member executed this Settlement.

24 ///

25 ///

26 ///

27 ///

28 ///

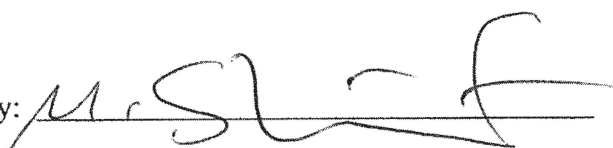
83. Binding Agreement. The Parties warrant that they understand and have full authority to enter into this Settlement, and further intend that this Settlement Agreement will be fully enforceable and binding on all Parties, and agree that it will be admissible and subject to disclosure in any proceeding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

IT IS SO STIPULATED.

Dated: 3/28/2022 | 8:11:28 PM PDT By: 

Samia Salazar Yunis

Dated: 3/22/22

By: 

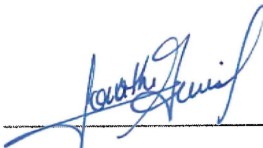
Sharif Jewelers

Name: mahmud sharif

Title: owner

APPROVED AS TO FORM ONLY:

Dated: 3/28/2022

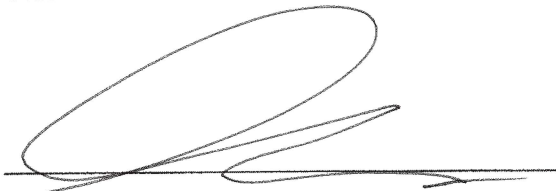
By: 

Jonathan M. Genish, Esq.

BLACKSTONE LAW, APC

Attorneys for Plaintiff Samia Salazar Yunis and Proposed Class Counsel

Dated: 3/23/22

By: 

Larry M. Kazanjian, Esq.

PALMER KAZANJIAN WOHL HODSON LLP

Attorneys for Defendant Sharif Jewelers

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Yunis v. Sharif Jewelers

Superior Court of the State of California for the County of Sacramento, Case No. 34-2020-00290080

To: All current and former non-exempt and/or hourly-paid employees employed by Sharif Jewelers in the State of California at any of its four store locations in Sacramento, Downtown Sacramento, Folsom, and/or Carmichael at any time during the period from December 7, 2016 to January 25, 2022 (“Settlement Class Members”).

You are not being sued. This is a Court-approved notice that affects your rights. Please read it carefully.

The purpose of this Notice is to let you know of a proposed settlement (the “Settlement”) that has been reached in a class and representative action that is pending in the Superior Court for the County of Sacramento. The lawsuit was filed by a former employee, Samia Salazar Yunis (“Plaintiff”) against Sharif Jewelers (“Sharif Jewelers”) (collectively, Plaintiff and Sharif Jewelers are referred to as the “Parties”), entitled *Yunis v. Sharif Jewelers*, Sacramento Superior Court Case No. 34-2020-00290080 (the “Lawsuit”).

The Court granted preliminary approval of the Parties’ settlement on [Date], and has scheduled a hearing on [Date] at [Time] (the “Final Approval Hearing”) to determine whether or not to grant final approval of the Settlement. **Your legal rights may be affected, and you have a choice to make now.**

1. WHAT ARE MY OPTIONS?

DO NOTHING	Receive an Individual Settlement Payment. By doing nothing, you will receive an Individual Settlement Payment. However, you will release the right to assert all of the Released Claims (see Section 7 below) against Sharif Jewelers and the other Released Parties.
EXCLUDE YOURSELF FROM THE SETTLEMENT	Exclude Yourself from the Settlement and Receive No Payment. You may opt-out of the Settlement by submitting a signed Request for Exclusion (see Section 8(B) below) that must be postmarked no later than [Response Deadline]. If you submit a valid and timely Request for Exclusion, you will not receive any payment from the Settlement and you will not be bound by the Settlement and the release of claims provided under the Settlement.
OBJECT TO THE SETTLEMENT	Object to the Settlement. If you choose to participate in the Settlement, you may submit an objection to the Settlement. To object, you can submit a written Notice of Objection (see Section 8(C) below) to the Settlement Administrator no later than [Response Deadline], or you can appear at the Final Approval Hearing and state any objections to the Settlement. If the Court overrules your objection, you will receive an Individual Settlement Payment, and you will release the right to assert all of the Released Claims (see Section 7 below) against Sharif Jewelers and the other Released Parties.

2. WHY DID I GET THIS NOTICE?

Sharif Jewelers’ records show that you were employed by Sharif Jewelers in California at some point during the period from December 7, 2016 to January 25, 2022 (the “Class Period”). The Court has authorized this notice because you have the right to know about the Settlement and your options before the Court decides

whether to approve it. This notice explains what the Lawsuit is about, the terms of the Settlement, and your rights.

3. WHAT IS THIS LAWSUIT ABOUT?

On December 7, 2020, Plaintiff filed a Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code §§ 2698, et seq. (the “Complaint”) in the Superior Court for the County of Sacramento. Plaintiff alleged that Defendant failed to pay all wages due, including overtime wages, minimum wages, meal period premiums, and rest period premiums; failed to timely pay wages upon termination; failed to timely pay wages during employment; failed to issue compliant wage statements; failed to maintain accurate payroll records; failed to reimburse all necessary business expenses; engaged in unfair business practices; and owed penalties pursuant to the California Labor Code Private Attorneys’ General Act of 2004, codified at California Labor Code §§ 2698, et seq. (“PAGA”). In her Complaint, Plaintiff sought to represent a class of all current and former non-exempt and/or hourly-paid employees who worked for Sharif Jewelers in the State of California at any time during the period from December 7, 2016 to final judgment and who are residents of the State of California.

Sharif Jewelers denies all of the material allegations in the Complaint and asserted numerous affirmative defenses.

After exchanging written discovery, the Parties participated in a mediation with mediator Jeffrey A. Ross and reached this Settlement.

4. WHY IS THERE A SETTLEMENT?

The Court has not made any decision about the merits of Plaintiff’s Lawsuit. There has been no trial. However, to avoid additional expense and the risks of continued litigation, Plaintiff and Sharif Jewelers have concluded that it is in their respective best interests and the interest of the Settlement Class Members to settle the Lawsuit on the terms summarized in this Notice.

The Settlement was reached after an exchange of extensive information about the facts and legal arguments in support of, and against, all of the claims raised in the Lawsuit. Plaintiff, Class Counsel, and Sharif Jewelers all support this Settlement due to, among other things, Sharif Jewelers’ potential defenses to liability, the inherent risk associated with a trial on the merits, the delays and uncertainties associated with litigation, and the benefits provided to Settlement Class Members under the Settlement.

5. SUMMARY OF THE SETTLEMENT

Sharif Jewelers has agreed to pay a settlement amount of Three Hundred Fifty Thousand Dollars (\$350,000.00) (the “Gross Settlement Payment”). The portion of the Gross Settlement Payment that is available for payment to the Settlement Class Members is referred to as the “Net Settlement Fund.” The Net Settlement Fund will be the Gross Settlement Payment less the following payments which are subject to approval by the Court: (1) Class Representative Enhancement Award in an amount not to exceed Seven Thousand Five Hundred Dollars (\$7,500.00), (2) PAGA Penalty Amount in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), (3) Attorneys’ Fees in an amount not to exceed thirty-three percent (33%) of the Gross Settlement Payment (i.e., \$116,666.67), (4) Attorneys’ Costs in an amount not to exceed Thirty Thousand Dollars (\$30,000.00), and (5) Settlement Administration Costs in an amount not to exceed Six Thousand Dollars (\$6,000.00).

Twenty-Five Thousand Dollars (\$25,000.00) of the Gross Settlement Payment has been allocated towards penalties under the PAGA (the “PAGA Penalty Amount”), of which the California Workforce and Development Agency (“LWDA”) will be allocated 75%, and the remaining 25% will be allocated to those individuals who were employed by Defendant in the State of California at any of its four store locations in

Sacramento, Downtown Sacramento, Folsom, and/or Carmichael at any time during the period from October 1, 2019 to January 25, 2022 (the “PAGA Members.”)

Settlement Class Members are eligible to receive payment of their pro rata share of the Net Settlement Fund (“Individual Settlement Share”) based on the number of weeks that each Settlement Class Member was credited to have worked for Sharif Jewelers as an hourly-paid or non-exempt employee in the State of California at any of its four store locations in Sacramento, Downtown Sacramento, Folsom, and/or Carmichael at any time during the Class Period, and worked at least one day, rounded up to the nearest hundredth of a workweek (“Workweeks”).

The Settlement Administrator has divided the Net Settlement Fund by the Workweeks of all Settlement Class Members to yield the “Estimated Workweek Value” and multiplied each Settlement Class Members’ individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Settlement. If the Court grants final approval of the Settlement, the Settlement Administrator shall divide the final Net Settlement Fund by the Workweeks of all Settlement Class Members who did not submit a valid and timely Request for Exclusion (“Participating Class Members”) to yield his or her Individual Settlement Payment, which shall be paid from the Net Settlement Fund, less applicable employee-side tax withholdings.

Each Individual Settlement Share will be allocated twenty percent (20%) to wages, which will be reported on an IRS Form W2, and eighty percent (80%) to penalties and interest, which will be reported on an IRS Form 1099 (if applicable). The Settlement Administrator will withhold the employee’s share of taxes and withholdings with respect to the wage portion of the Individual Settlement Shares, and issue checks to Participating Class Members for their Individual Settlement Payments (i.e., payment of their Individual Settlement Share net of these taxes and withholdings). The employer’s share of taxes on the wage portion of Individual Settlement Shares will be paid by Sharif Jewelers separately and in addition to the Gross Settlement Payment.

6. WHAT IS MY ESTIMATED INDIVIDUAL SETTLEMENT SHARE?

According to Sharif Jewelers’ records, during the period **from December 7, 2016 to January 25, 2022 you worked for Sharif Jewelers as an hourly-paid or non-exempt employee in California for approximately [REDACTED] Workweeks.**

If you wish to dispute the Workweeks credited to you in this Notice, you must submit a written, signed challenge (“Dispute”) to the Settlement Administrator. The Dispute must contain: (a) the case name and number of the Action (*Yunis v. Sharif Jewelers*, Case No. 34-2020-00290080), (b) your signature, (c) your full name, address, telephone number, and the last four digits of your Social Security Number and/or Employee ID number, (d) a statement that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you, and (e) information and/or documentation demonstrating that the number of Workweeks that you contend should be to you are correct.

Under the terms of the Settlement, **your Individual Settlement Share is estimated to be \$[REDACTED]**. The Individual Settlement Share is subject to reduction for the employee’s share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Your Individual Settlement Share reflected in this Notice is only an estimate. Your actual Individual Settlement Share may be higher or lower.

7. WHAT RIGHTS AM I RELEASING IF I PARTICIPATE IN THE SETTLEMENT?

If the Court approves the Settlement, the Court will enter a judgment and the Settlement Agreement will bind all Settlement Class Members who have not submitted a timely and valid Request for Exclusion. This will bar all such Settlement Class Members from bringing certain claims against Sharif Jewelers.

As more fully explained in the Settlement Agreement, upon the Effective Date, each and every Settlement Class Member who does not timely opt out of the Settlement, on behalf of themselves, their heirs, spouses, executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged any and all of the Released Parties of and from any and all claims that were alleged in this Lawsuit, or that could have been raised that arise out of or are related to the allegations, claims, and theories alleged in the Lawsuit or any of the PAGA notices filed with the LWDA during the pendency of this Lawsuit by Class Counsel on behalf of any Settlement Class Member, and that occurred at any time between December 7, 2016 to January 25, 2022, including, all claims for unpaid overtime wages, unpaid minimum wages, meal period violations, rest period violations, final wages not timely paid, wages not timely paid during employment, failure to provide accurate wage statements, failure to maintain accurate payroll records, failure to reimburse necessary business expenses, and unlawful business practices under the California Labor Code and/or the California Business and Professions Code, including all claims for restitution or equitable relief, liquidated damages, penalties, attorneys' fees and costs. "Released Parties" means Defendant Sharif Jewelers, Sharif Financial Corporation, and their current and former officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity who or which could be jointly liable with Defendant Sharif Jewelers and Sharif Financial Corporation and all persons or entities acting by, through, under, or in concert with any of them. Settlement Class Members shall be permanently barred and enjoined from the institution or prosecution of any and all Settled Claims against the Released Parties, except as to such rights or claims as may be created by the Settlement, subject to the continuing jurisdiction of the Court.

The information provided in this Notice is only a summary. The terms of the Settlement Agreement are the binding terms of this settlement, and all of these terms, including the releases that will bind you as a class member if you do not submit a Request for Exclusion, are set forth fully in the Settlement Agreement that is on file with the Court and which can also be found at www. [REDACTED]. If the Court does not approve the Settlement, or the Settlement does not become final for some other reason, the litigation against Sharif Jewelers will continue.

8. WHAT ARE MY RIGHTS AND OPTIONS AS A SETTLEMENT CLASS MEMBER?

A. PARTICIPATE IN THE SETTLEMENT

If you wish to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Settlement and will be issued your Individual Settlement Payment. If you participate in the Settlement, you will be bound by its terms and any judgment that may be entered by the Court based thereon, and you will release all of the claims described in Section 7 above. As a Settlement Class Member, you will not be separately responsible for the payment of attorneys' fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorneys' fees and expenses.

B. EXCLUDE YOURSELF FROM THE SETTLEMENT

If you wish to exclude yourself from the Settlement because you wish to pursue a separate lawsuit against Sharif Jewelers for the claims asserted in this Action, or if you do not wish to participate in the Settlement for other reasons, you must submit a signed Request for Exclusion to the Settlement Administrator asking to exclude yourself from the Settlement. The Request for Exclusion must: (a) contain the case name and number of the Action (*Yunis v. Sharif Jewelers*, Case No. 34-2020-00290080), (b) include your signature, (c) include your name, address, telephone number, and the last four digits of your Social Security number and/or the Employee ID number, (d) include a clear statement requesting to be excluded from the Settlement, and (e)

be submitted to the Settlement Administrator by mail or facsimile, postmarked or fax-stamped no later than [Response Deadline] to the following mailing address or fax number:

Simpluris, Inc.
[Mailing Address]
[Facsimile Number]

No Requests for Exclusion that are postmarked after [Response Deadline] will be valid. Requests for Exclusion that do not include all of the required information will be deemed null, void, and ineffective.

If the Court grants final approval of the Settlement, any Settlement Class Member who submits a valid and timely 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 claims described in Section 7 above), and will not have any right to object to, appeal, or comment on the Settlement. Any Settlement Class Members who do not submit a valid and timely 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 claims described in Section 7 above, as well as any judgment that may be entered by the Court based thereon.

Settlement Class Members will receive their share of the PAGA payment, regardless of whether they opt out of being a Class Member.

C. OBJECT TO THE SETTLEMENT

If you don't think the Settlement is fair, you can object to the Settlement and tell the Court you don't agree with the Settlement or some part of it as long as you have not submitted a Request for Exclusion from the Settlement. The Court will consider your views. To object, you must submit a written objection to the Settlement Administrator or appear at the final settlement hearing to explain your objection. To be valid, a written objection must: (a) contain the case name and number of the Action (*Yunis v. Sharif Jewelers*, Case No. 34-2020-00290080), (b) include your signature, (c) include your name, address, telephone number, and the last four digits of your Social Security number and/or your Employee ID number, (d) the specific reason including any legal grounds for your objection, (e) state whether you intend to appear at the Final Approval Hearing, and (f) be submitted to the Settlement Administrator by mail or facsimile, postmarked or fax-stamped no later than [Insert Response Deadline] to the Settlement Administrator listed in Section VIII.B.

9. WHEN AND WHERE IS THE FINAL APPROVAL HEARING?

The Court will hold a Final Approval Hearing on [Date] at [Time] in Department 28 of the Gordon D. Schaber Sacramento County Courthouse, located at 720 9th Street, Sacramento California 95814 to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve and award Attorneys' Fees and Costs to Class Counsel and the Class Representative Enhancement Award. The hearing may be postponed without further notice to Settlement Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

10. WHAT IF I HAVE QUESTIONS?

A complete copy of the Settlement Agreement and this Notice are available at www. [redacted]. This website will be updated periodically to update the Settlement Class Members on any developments in the case.

For further information about this case, you may contact Class Counsel, or the Settlement Administrator, Simpluris, Inc.

Jonathan Genish
Jill J. Parker

Simpluris, Inc.
[Address/Contact Information]

S. Emi Minne
BLACKSTONE LAW, APC
8383 Wilshire Boulevard, Suite 745
Beverly Hills, California, 90211
Tel: 310-622-4278

**DO NOT CONTACT THE COURT, SHARIF JEWELERS, OR SHARIF JEWELERS' ATTORNEYS
ABOUT THIS NOTICE.**