

BIBIYAN LAW GROUP, P.C.

David D. Bibiyan (SBN 287811)

david@tomorrowlaw.com

Jeffrey D. Klein (SBN 297296)

ieff@tomorrowlaw.com

8484 Wilshire Boulevard, Suite 500

Beverly Hills, California 90211

Tel: (310) 438-5555; Fax: (310) 300-1705

*Attorneys for Plaintiffs, the Putative Class,
and the aggrieved employees*

Craig G. Staub, Bar No. 172857

cstaub@littler.com

LITTLER MENDELSON P.C.

633 West 5th Street, 63rd Floor

Los Angeles, California 90071

Tel: 213.443.4300; Fax: 213.443.4299

David S. Maoz, Bar No. 233857

dmaoz@littler.com

LITTLER MENDELSON P.C.

2049 Century Park East

5th Floor

Los Angeles, California 90067.3107

Tel: 310.553.0308; Fax: 310.553.5583

Attorneys Defendants

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

TAM P. PHAMBUI, an individual and on
behalf of all others similarly situated,

Plaintiffs,

v.

FASHION MARKETING AND
MERCHANDISING GROUP, INC., a
California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No. 21STCV06634

ASSIGNED FOR ALL PURPOSES TO JUDGE
HON. DANIEL J. BUCKLEY/ DEPT. 1

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

1 This Joint Stipulation for Class Action Settlement and Release of Claims is made and entered
2 into by and between Plaintiffs TAM P. PHAMBUI, ELIZABETH B. BALTAZAR, and NATALY
3 FLORES (collectively, “Plaintiffs” or “Class Representatives) individually and on behalf of the
4 alleged putative class of all other similarly situated individuals, on the one hand, and Defendants
5 FASHION MARKETING AND MERCHANDISING GROUP, INC. and JULIE YUH (collectively,
6 “Defendants”), on the other hand, to resolve the class and representative action wage and hour
7 disputes that led to the above-captioned Litigation and the litigation entitled *Phambui, et al., v.*
8 *Fashion Marketing and Merchandising Group, Inc., et al.*, LASC Case No. 21STCV12380.

9 THE PARTIES STIPULATE AND AGREE as follows:

10 **I. DEFINITIONS**

11 1. **“Aggrieved Employees”** shall mean and refer to all Class Members who worked as
12 non-exempt, hourly-paid employees in California during the PAGA Period.

13 2. **“Agreement,” “Stipulation,” “Settlement” and “Joint Stipulation”** all mean this
14 document.

15 3. **“Class Counsel”** shall mean David D. Bibiyan and Jeffrey Klein of Bibiyan Law
16 Group, P.C.

17 4. **“Class Counsel Fees and Costs Payment”** means the amount of attorneys’ fees and
18 costs awarded by the Court pursuant to the terms of this Agreement.

19 5. **“Class Member”** shall mean a member of the Class.

20 6. **“Class”** shall mean all persons currently or formerly employed by Defendants,
21 either directly or through any affiliate, staffing agency, or professional employer organization, as
22 non-exempt, hourly paid employees working in the State of California during the Class Period.

23 7. **“Class Period”** means the time period from February 19, 2017 through January 25,
24 2022, or the date of preliminary approval (whichever comes first).

25 8. **“Class Representative Service Payment”** means the payments to Class
26 Representatives Tam P. Phambui, Elizabeth B. Baltazar, and Nataly Flores described in Section IV
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1 of this Agreement.

2 9. **“Court”** means the Superior Court of California for the County of Los Angeles.

3 10. **“Court’s Final Order and Judgment”** means the Final Order Approving Class
4 Action Settlement and Judgment in a form to be agreed upon by the Parties and as approved by the
5 Court.

6 11. **“Defendants”** shall mean FASHION MARKETING AND MERCHANDISING
7 GROUP, INC. and JULIE YUH.

8 12. **“Defendants’ Counsel”** shall mean Craig G. Staub and David S. Maoz of Littler
9 Mendelson.

10 13. **“Effective Date”** shall have the meaning ascribed to it in Paragraph 68 below.

11 14. **“Employee Payroll Taxes”** means the employee portion of all applicable tax
12 withholdings including, but not limited to, FICA, FUTA, and other employment related taxes and
13 withholding of federal, state, and local income taxes.

14 15. **“Employer Payroll Taxes”** means the employer’s share of FICA, FUTA, and all
15 other local, state, and federal payroll taxes and deductions related to the Individual Settlement
16 Payments.

17 16. **“Final Approval Hearing”** means the hearing at which the Court shall consider,
18 without limitation, any timely objections to the Settlement from Class Members, testimony from
19 the Parties or their counsel, declarations regarding the settlement process from the Settlement
20 Administrator, and otherwise make a final determination regarding the fairness of the Settlement
21 described herein.

22 17. **“Gross Settlement Amount”** means Six-Hundred Thousand Dollars and No Cents
23 (\$600,000.00), payable by Defendant Fashion Marketing and Merchandising Group, Inc. as
24 provided by this Agreement and as ordered by the Court. The Gross Settlement Amount is inclusive
25 of the following deductions: all payments to Class Members, the Class Counsel Fees and Costs
26 Payment, the Class Representatives’ Service Payments, the Settlement Administration Fees, and
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1 the LWDA Payment.

2 18. **“Individual PAGA Payment”** means the payment to be made to Aggrieved
3 Employees from the PAGA Payment.

4 19. **“Individual Settlement Payment”** means the payment to be made to Participating
5 Class Members from the Net Settlement Fund, pursuant to the terms of this Agreement.

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

10 21. **“Litigation”** means, collectively, the lawsuits entitled *Phambui, et al. v. Fashion*
11 *Marketing and Merchandising Group, Inc., et al.*, Los Angeles County Superior Court, Case No.
12 21STCV06634 (the “Class Action”) and *Phambui, et al. v. Fashion Marketing and Merchandising*
13 *Group, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV12380 (the “PAGA
14 Action”).

15 A. **“LWDA Payment”** means the payment to the LWDA for its seventy-five percent
16 (75%) share of the total amount allocated toward penalties under the PAGA all of which is to be paid
17 from the Gross Settlement Amount. The Parties have agreed that Twenty Thousand Dollars and Zero
18 Cents (\$20,000.00) shall be allocated toward PAGA penalties, of which Fifteen Thousand Dollars
19 and Zero Cents (\$15,000.00) will be paid to the LWDA (*i.e.*, the LWDA Payment) and Five
20 Thousand Dollars and Zero Cents (\$5,000.00) will be paid to Aggrieved Employees on a *pro rata*
21 basis based on the Workweeks worked in the PAGA Period, as further set out herein.

22 22. **“Net Settlement Fund”** means the remainder of the Gross Settlement Fund after
23 making the deductions described in Paragraph 17. The Net Settlement Fund shall be allocated
24 among the Participating Class Members and Aggrieved Employees according to the formula and
25 other terms described in Section VI of this Agreement.

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1 23. **“Non-Participating Class Member”** means a putative Class Member who submits
2 a timely and valid request to opt-out of the Settlement.

3 24. **“Notice of Proposed Settlement”** means the Notice of Settlement of Class Action
4 in the form attached hereto as **Exhibit A**, and as approved by the Court.

5 25. **“Operative Complaint”** means the Complaints on file in the Litigation.

6 26. **“Participating Class Member”** means a Class Member who does not timely and
7 validly opt out of the Settlement.

8 27. **“PAGA”** means the California Labor Code Private Attorneys General Act,
9 California Labor Code §§ 2698, *et seq.*

10 28. **“PAGA Payment”** means the Five Thousand Dollar (\$5,000.00) payment payable
11 to Aggrieved Employees, which would be in addition to their Individual Settlement Share so long
12 as they do not opt out of the Settlement.

13 29. **“PAGA Period”** means the time period from January 26, 2020 through January 25,
14 2022, or the date of preliminary approval (whichever comes first).

15 30. **“Parties”** shall refer collectively to Plaintiffs and Defendants, each of whom is a
16 “Party.”

17 31. **“Preliminary Approval of the Settlement”** means the Court’s preliminary
18 approval of the Settlement.

19 32. **“Released Parties”** collectively means: (a) Defendants; (b) Defendants’ respective
20 past, present, and future parents, subsidiaries, affiliates, divisions, fiduciaries, predecessors,
21 successors, and assigns; and (c) the past, present, and future shareholders, directors, owners,
22 officers, directors, agents, representatives, employees, attorneys, insurers, and the predecessors,
23 successors, and assigns of any of the foregoing.

24 33. **“Released Claims”** means the following:

25 a. **Release as to All Participating Class Members.** Upon the date that the
26 settlement is considered final as defined in Paragraph 68, CLASS

1 REPRESENTATIVES and all members of the Settlement Class, except those
2 that make a valid and timely request to be excluded from the Class, waive,
3 release, and discharge any and all claims against DEFENDANTS, their
4 respective past, present, and future parents, subsidiaries, affiliates, predecessors
5 or successors in interest, or the officers, directors, shareholders, employees,
6 attorneys, agents, assigns, insurers, re-insurers, of any of them, that were alleged
7 in the Litigation or which could have been alleged based on the facts asserted in
8 the Litigation. These claims include, but are not limited to: (1) failure to pay
9 overtime wages; (2) failure to pay minimum wages; (3) failure to provide meal
10 periods; (4) failure to provide rest breaks; (5) waiting time penalties; (6) wage
11 statement violations; (7) failure to indemnify; (8) uncompensated “off-the-clock”
12 work, including travel pay; (9) unreimbursed business expenses, including travel
13 expenses and, (10) unfair competition, and any other potential claims based on
14 the foregoing facts and claims; and any other applicable provisions of state or
15 federal law, including the applicable IWC wage order. (“Class Released
16 Claims”). As to the PAGA claims, only those Class Members who worked
17 during the time period between February 19, 2020 and January 25, 2022 (“PAGA
18 Period”) will release claims for civil penalties under PAGA, and only for the
19 claims that were pled in the action and were alleged in the PAGA Notice, or that
20 could have been plead based on the facts alleged in the Litigation and were also
21 alleged in the PAGA Notice (“PAGA Released Claims” and, collectively with
22 Class Released Claims, “Released Claims”).

23 b. **General Release by Named Plaintiffs Only.** In addition to the release made
24 in Paragraph 33(a), Plaintiffs make the additional following general release of
25 all claims, known or unknown. Upon the date that the settlement is considered
26 final as defined in Paragraph 69, Plaintiffs release and the Released Parties ,
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1 and each of their respective past, present, and future parents, subsidiaries,
2 affiliates, predecessors or successors in interest, officers, directors,
3 shareholders, employees, attorneys, agents, assigns, insurers, and re-insurers of
4 any of them, from all claims, demands, rights, liabilities and causes of action
5 of every nature and description whatsoever, known or unknown, asserted or
6 that might have been asserted, whether in tort, contract, or for violation of any
7 state or federal statute, rule or regulation arising out of, relating to, or in
8 connection with any act or omission by or on the part of each of the Defendants.

9 34. “**Settlement**” means the Parties’ agreement to settle the Litigation on the terms
10 described in this Agreement.

11 35. “**Settlement Administrator**” means the third-party administration firm selected by
12 the Parties and approved by the Court. The Parties have agreed to propose the ILYM Group, Inc.
13 as the Settlement Administrator for the Court’s consideration and approval.

14 36. “**Settlement Administration Fees**” means the amount of fees and costs incurred by
15 the Settlement Administrator awarded by the Court pursuant to the terms of this Agreement, which
16 is not anticipated to exceed \$8,000.00.

17 **II. THE LITIGATION**

18 37. Procedural History. On February 19, 2021, Plaintiff TAM PHAMBUI filed the
19 Class Action that included causes of action for: (1) failure to pay overtime wages; (2) failure to pay
20 minimum wages; (3) failure to provide meal periods; (4) failure to provide rest breaks; (5) waiting
21 time penalties; (6) wage statement violations; (7) failure to indemnify; and, (8) unfair competition.
22 Defendant Fashion Marketing and Merchandising Group, Inc. filed an Answer generally and
23 specifically denying the material allegations of the Complaint and setting forth numerous
24 affirmative defenses thereto. On April 1, 2021, Plaintiffs filed the PAGA Action, including a
25 request for civil penalties under Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699.
26 Defendants filed an answer generally and specifically denying the material allegations in the
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1 Complaint and setting forth numerous affirmative defenses thereto.

2 38. Filing of First Amended Complaint in the Class Action. The Parties will stipulate
3 to the filing of a First Amended Complaint in the Class Action that includes all of the allegations
4 in the PAGA Action, thereby effectively consolidating all allegations in the PAGA Action into the
5 Class Action. Moreover, the Parties shall ensure the Class Action includes all Plaintiffs as
6 representatives of the Class and PAGA representatives, jointly making all allegations in the First
7 Amended Complaint. After the filing the First Amended Complaint, Plaintiffs will cause to be
8 dismissed the PAGA Action with prejudice. The Parties hereby expressly agree that whether or
9 not the Court finally approves the Settlement, Plaintiffs' allegations in the PAGA Action will relate
10 back to January 26, 2021, the date on which Plaintiffs filed the PAGA Notice and the start date of
11 the PAGA Period as stipulated by the Parties, and Defendant will be estopped from making any
12 argument that there is any adverse effect on the statute of limitations caused by Plaintiffs' dismissal
13 of the PAGA Action without prejudice to effectuate this consolidation for the purpose of settlement.
14 Defendants do not waive any defenses concerning the statute of limitations that they may have
15 separate and apart from this Agreement. Defendants will have 30 days to file an Answer to the
16 First Amended Complaint, which runs from the date of filing with the Court and service thereof.

17 39. Investigation and Discovery. Class Counsel has conducted a thorough investigation
18 of the facts in the Litigation and have diligently pursued an investigation of Class Members' claims
19 against Defendants. Plaintiffs have engaged in substantial investigation in connection with the
20 Litigation, including informal exchange of a large volume of information, including confidential
21 information, regarding the claims asserted in the Litigation, the defenses available to Defendants,
22 and other relevant issues. Defendants have produced, and Class Counsel have reviewed and
23 analyzed, relevant personnel and payroll information for Plaintiffs and all Class Members.

24 40. Mediation. On October 25, 2021, the Parties participated in an all-day mediation
25 with mediator Nikki Tolt. At the conclusion of the mediation, the Parties agreed to resolve the
26 matter as stated herein and entered into a Memorandum of Understanding memorializing the
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1 settlement agreement.

2 41. No Admission of Liability. The Parties have entered into this Settlement in order
3 to reduce the risks and costs of further litigation, and to avoid further business distractions.
4 Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the
5 Litigation, including all allegations made in the First Amended Complaint to be filed in the Class
6 Action. Defendants further contend that, for any purpose other than settlement, this action is not
7 appropriate for class treatment. Among other things, Defendants contend that they complied in
8 good faith with California wage and hour laws and the California Business and Professions Code.

9 42. Inadmissibility of Agreement. Whether or not the Court fails to grant Final
10 Approval of the Settlement, neither this Agreement, nor any of its terms, nor any document,
11 statement, proceeding or conduct related to this Agreement, nor any reports or accounts thereof,
12 shall in any event be: (i) construed as, offered or admitted in evidence as, received as, or deemed
13 to be evidence for any purpose adverse to the Released Parties, including, but not limited to,
14 evidence of a presumption, concession, indication or admission by any of the Released Parties of
15 any liability, fault, wrongdoing, omission, concession or damage except for purposes of settling
16 this Action or enforcing the Released Claims contained herein pursuant to the terms of this
17 Agreement; (ii) disclosed, referred to or offered or received in evidence against any of the Released
18 Parties in any further proceeding in the Litigation or any other civil, criminal or administrative
19 action or proceeding except for purposes of settling this Litigation or enforcing the Released Claims
20 contained herein pursuant to the terms of this Agreement; or (iii) used in any other way or for any
21 other purpose except for purposes of settling this Litigation or enforcing the Released Claims
22 contained herein pursuant to the terms of this Agreement.

23 43. Fair, Reasonable, and Adequate Settlement. Based on the investigation summarized
24 above, Class Counsel are of the opinion that the Settlement on the terms set forth in this Agreement
25 is fair, reasonable, and adequate and is in the best interest of the Class in light of all known facts
26 and circumstances, including the risk of significant delay, defenses asserted by Defendants,
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1 unresolved legal issues that could have a material impact on the outcome of the Litigation, and
2 numerous potential appellate issues. The Parties recognize that the issues presented in the Litigation
3 are likely only to be resolved after extensive and costly pretrial proceedings, including a dispute as
4 to whether any of the claims asserted can be certified as a class action, and that further litigation
5 will cause inconvenience, distraction, disruption, delay and expense disproportionate to the
6 potential benefits of continued litigation. The Parties agree that they have taken into account the
7 risk and uncertainty of the outcome inherent in any complex litigation of this nature.

8 **III. SETTLEMENT AMOUNT**

9 44. Consideration. Unless escalated pursuant to the terms of this Agreement, the Gross
10 Settlement Amount that Defendants will be required to pay in connection with the Settlement is
11 Six-Hundred Thousand Dollars and Zero Cents (\$600,000.00). The Gross Settlement Amount is
12 inclusive of all payments to Class Members, the Class Counsel Fees and Costs Payment, the Class
13 Representatives' Service Payments, the Settlement Administration Fees, the LWDA Payment, the
14 PAGA Payment, and each individual Class Member's share of Employee Payroll Taxes, and any
15 other applicable withholdings required by law. It does not include Defendants' share of Employer
16 Payroll Taxes.

17 **B. Tax Treatment of Payments to Participating Class Members.** Each Individual
18 Settlement Payment shall be allocated as follows: 20% as wages (to be reported on an IRS Form
19 W2); and 80% as interest and penalties (to be reported on an IRS Form 1099). Each Individual
20 PAGA Payment shall be allocated entirely as penalties. The Parties agree that the Employee Payroll
21 Taxes with respect to the wage-portion of the Individual Settlement Payment will be withheld from
22 the Individual Settlement Payment. The amount of federal income tax withholding will be based
23 upon a flat withholding rate for supplemental wage payments in accordance with Treasury
24 Regulation § 31.3402(g)-1(a)(2) as amended or supplemented. Income tax withholding will also be
25 made pursuant to applicable state and/or local withholding codes or regulations.

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

25 46. Cy Pres Recipient. This is a “non-reversionary” settlement. Under no circumstances
26 will any of the settlement revert to Defendants. Participating Class Members will not have to make
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1 a claim in order to receive a distribution. Distributions, in the form of Individual Settlement
2 Payments, will be made directly to each Participating Class Member and Individual PAGA
3 Payments to each Aggrieved Employee. Any uncashed checks delivered to Participating Class
4 Members and/or Aggrieved Employees by the Settlement Administrator pursuant to the terms of
5 this Agreement, after reasonable efforts have been made to locate Class Members, will be donated
6 to Legal Aid at Work, 180 Montgomery St., Suite 600, San Francisco, California 94104 for use in
7 Los Angeles County, a nonprofit organization that furthers the objectives and purposes underlying
8 this case and that provides civil legal services to the indigent. The Parties agree that the *cy pres*
9 recipient was chosen jointly by the Parties. Moreover, the Parties and their counsel agree that they
10 have no interest in the *cy pres* recipient.

11 47. PAGA Penalty Allocation. From the Gross Settlement Amount, Twenty Thousand
12 Dollars and Zero Cents (\$20,000.00) shall be allocated as PAGA penalties. From this amount,
13 seventy-five percent (75%), or \$15,000.00, shall be paid to the LWDA (*i.e.*, the LWDA Payment),
14 and the remaining twenty-five percent (25%), or \$5,000.00, shall be distributed to Aggrieved
15 Employees (*i.e.*, the PAGA Payment).

16 IV. CLASS REPRESENTATIVE SERVICE PAYMENT

17 48. As part of the Agreement, Defendants agree not to oppose Plaintiffs' application to
18 the Court for individual Class Representative Service Payments of Seven Thousand, Five Hundred
19 Dollars and Zero Cents (\$7,500.00) to TAM P. PHAMBUI, Five Thousand Dollars and Zero Cents
20 (\$5,000.00) to ELIZABETH B. BALTAZAR, and Five Thousand Dollars and Zero Cents
21 (\$5,000.00) to NATALY FLORES, each of whom has served as a Class Representative, in addition
22 to any payments they are otherwise entitled to as Class Members and/or Aggrieved Employees,
23 which are to be paid out of the Gross Settlement Amount.

24 49. Should the Court approve a lesser amount for the Class Representative Service
25 Payments, the difference shall be added back to the Net Settlement Fund to be distributed to the
26 Participating Class Members. Any Court order awarding less than the amount sought by Class
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1 Counsel shall not be grounds to rescind the Settlement Agreement or otherwise void the Settlement.

2 50. The Settlement Administrator will issue to Plaintiffs an IRS Form 1099 reflecting
3 the Class Representative Service Payment paid to them.

4 **V.ATTORNEYS' FEES AND COSTS**

5 51. As part of the Agreement, Defendants agree not to oppose an application by
6 Plaintiffs to the Court for Class Counsel fees in the amount of up to 35% of the Gross Settlement
7 Amount, which, unless escalated pursuant to this Agreement, shall amount to Two Hundred, Ten
8 Thousand Dollars and Zero Cents (\$210,000.00)), plus actual attorneys' costs and expenses not to
9 exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00), upon proof provided to the Court.

10 52. Should the Court approve a lesser amount of Class Counsel Fees and Costs Payment
11 than what is sought by Class Counsel, the difference shall be added back to the Net Settlement
12 Fund to be distributed to the Participating Class Members. Any Court order awarding less than the
13 amount sought by Class Counsel shall not be grounds to rescind the Settlement Agreement or
14 otherwise void the Settlement.

15 53. The Settlement Administrator shall issue to Class Counsel an IRS Form 1099
16 reflecting the amount of attorneys' fees and costs awarded by the Court.

17 **VI.CLASS MEMBER DISTRIBUTION FORMULA**

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

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1 **A.** The Settlement Administrator will determine the total number of Workweeks
2 worked by each Class Member during the Class Period (“Class Member’s Workweeks”), as well
3 as the aggregate number of Workweeks worked by all Class Members during the Class Period
4 (“Class Workweeks”). Additionally, the Settlement Administrator will determine the total number
5 of Workweeks worked by each Aggrieved Employee during the PAGA Period (“Aggrieved
6 Employee’s Workweeks”), as well as the aggregate number of Workweeks worked by all
7 Aggrieved Employees during the PAGA Period (“PAGA Workweeks”).

8 **B.** To determine each Class Member’s Individual Settlement Share, the Settlement
9 Administrator will use the following formula: Individual Settlement Share = (Settlement Class
10 Member’s Workweeks ÷ Class Workweeks) × Net Settlement Amount.

11 **C.** To determine each Participating Class Member’s Individual Settlement Payment,
12 the Settlement Administrator will determine the aggregate number of Workweeks worked by all
13 Participating Class Members during the Class Period (“Participating Class Workweeks”) and use
14 the following formula: Individual Settlement Payment = (Participating Class Member’s
15 Workweeks ÷ Participating Class Workweeks) × Net Settlement Amount.

16 **E.** To determine each Aggrieved Employee’s Individual PAGA Payment, the
17 Settlement Administrator will use the following formula: Aggrieved Employee’s Individual PAGA
18 Payment = (Aggrieved Employee’s Workweeks ÷ PAGA Workweeks) x \$5,000.00 (the PAGA
19 Payment).

20 **F.** A Settlement Class Member who is also an Aggrieved Employee who submits a
21 valid Request for Exclusion will nevertheless be bound by the release of the PAGA Released
22 Claims and will still receive their Individual PAGA Payment.

23 **G.** Participating Class Members’ Individual Settlement Payments and Aggrieved
24 Employees’ Individual PAGA Payments shall be paid by way of check. In the event that a
25 Participating Class Member is also an Aggrieved Employee, one check may be issued aggregating
26 both amounts payable to the Participating Class Member/Aggrieved Employee.

55. Defendants deny any liability or wrongdoing of any kind associated with the claims alleged in the Litigation, including all allegations made in the Operative Complaint. Nothing in the allocation formulas in this section shall be deemed an admission that any Class Member has stronger or weaker claims than any other Class Member.

VII.SETTLEMENT ADMINISTRATION

56. Settlement Administrator. The Parties have agreed to and will request that the Court appoint the ILYM Group, Inc. as Settlement Administrator for this Settlement.

57. Class Counsel. The Parties stipulate and agree to propose to the Court that David D. Bibiyan and Jeffrey D. Klein of Bibiyan Law Group, P.C. be appointed as Class Counsel to carry out the duties described in this Agreement.

58. Stipulation to Conditional Certification. The Parties stipulate, for settlement purposes only, that the Court may conditionally certify the Class, as defined in this Joint Stipulation, as an opt-out class (the “**Class Stipulation**”). More specifically, the Parties agree as part of the Joint Stipulation that, for settlement purposes only, the legal requirements for an opt-out class are satisfied. This conditional Class Stipulation is made solely for purposes of the Settlement. The Class Stipulation is in no way an admission that class action certification is proper, and neither this Joint Stipulation nor the Class Stipulation will be admissible in this or any other action or proceeding as evidence either that (i) the claims advanced in the Litigation, or any other class, collective, or representative action claims, should be certified, or that (ii) the Released Parties are liable to Plaintiffs or Class Members.

59. Provision of Class Data to Settlement Administrator. Within ten (10) calendar days from the date of Preliminary Approval of the Settlement, Defendants will provide to the Settlement Administrator each Class Member's: (a) name; (b) last known address; (c) hire and termination dates during the Class Period, from which the Settlement Administrator may determine the total number of workweeks worked by Class Members during the Class Period and PAGA Period; and (d) Social Security Number (the "**Class Data**"). The Class Data shall be based on DEFENDANTS'

1 payroll and available business records in a format acceptable to the Settlement Administrator. The
2 Settlement Administrator will run a check of the Class Members' addresses against those on file
3 with the U.S. Postal Service's National Change of Address List. The Class Data provided to the
4 Settlement Administrator will remain confidential and will not be used or disclosed to anyone,
5 except as required by applicable tax authorities and to Class Counsel upon their request, pursuant
6 to Defendants' express written consent, or by order of the Court.

7 **VIII. NOTICE AND CLASS MEMBER APPROVAL PROCESS**

8 60. Notice to Putative Class Members. Within seven (7) calendar days following the
9 Settlement Administrator's receipt of the Class Data, the Notice of Proposed Settlement ("**Class**
10 **Notice** or "**Notice**") shall be sent by the Settlement Administrator to the Class Members, by first
11 class mail. The Class Notice will include, non-exclusively:

- 12 a. Contact information for Class Counsel;
 - 13 b. The address for a website, maintained by the Settlement Administrator
14 or Class Counsel, that has links to the notice, motions for approval and
15 for attorneys' fees, and any other important documents in the case;
 - 16 c. Instructions on how to access the case docket online or in person at the
17 court;
 - 18 d. The date of the final approval hearing and clearly state that the date may
19 change without further notice to the class;
 - 20 e. An advisement to Class Members to check the settlement website or the
21 Court's website to confirm that the hearing date has not been changed;
 - 22 f. Information regarding the nature of the Litigation, including a summary
23 of the substance of the Settlement, the Class definitions, and the formula
24 used in calculating the Individual Settlement Payments;
 - 25 g. Information about the ability to opt out of the Settlement and the
26 process for doing so;
- 27
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- h. Information about the ability to object to the Settlement and the process for doing;
- i. The time period during which the Class Member worked during the Class Period; and
- j. The Class Member's estimated Individual Settlement Share and Individual PAGA Payment, if any.

If the information listed on the Class Notice is disputed, the Class Member disputing the information may produce information to the Settlement Administrator through the dispute process described in Paragraph 65 below.

IX. APPROVAL PROCESS

61. Opt-In Not Required. Class Members are not required to submit any type of claim form in order to receive settlement payments from the Settlement Administrator. However, if a new address is obtained by way of a returned Notice, then the Settlement Administrator shall promptly forward the original Notice to the updated address via first-class regular U.S. Mail indicating on the original Notice the date of such re-mailing. Where a Notice is returned as undeliverable, without a forwarding address, the Settlement Administrator will perform a “skiptrace” search using the National Change of Address database to obtain an updated address. The Parties agree to cooperate with the Settlement Administrator to locate a more recent address for Class Members where necessary. Notices will be re-mailed by the Settlement Administrator to any Class Member for whom an updated address is located.

62. Opt-Out. Class Members who request exclusion from the Settlement in accordance with the terms set forth in the Class Notice will be deemed timely only if postmarked on or before forty-five (45) calendar days following the date of initial mailing of the Notice by the Settlement Administrator, or, if the Class Notice was re-mailed to that Class Member, fifteen (15) calendar days after the remailing, whichever is later (“**Response Deadline**”). The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a request for

1 exclusion has been timely submitted.

2 63. Effect of Opt-Out. Class Members who validly and timely opt-out of the Class will
3 not be entitled to any recovery under the Settlement, will not be bound by the Settlement, and will
4 not have any right to object, appeal, or comment thereon, except that the opt-out provision shall
5 not affect their release and participation in the PAGA Settlement if the Class Member is also an
6 Aggrieved Employee. Class Members who do not submit a valid and timely request for exclusion
7 shall be bound by all the terms of this Agreement and any final judgment or order in this Litigation,
8 and shall be deemed to have waived all unstated objections and opposition to the fairness,
9 reasonableness, and adequacy of this Agreement. If 7.5% or more of the Class Members opt out,
10 Defendants shall have the right to rescind this Stipulation and the parties' settlement in its sole and
11 absolute discretion. However, in such an event, Defendants shall be solely responsible for payment
12 of the Settlement Administrator's fees and costs in administration caused by way of this
13 Agreement.

14 64. Opt-Out List. Upon expiration of the Response Deadline and at any time upon
15 request, the Settlement Administrator shall provide counsel for the Parties with a complete list of
16 all Class Members who have timely requested exclusion from the Class.

17 65. Disputes Regarding Class Data. If a Class Member disputes the number of
18 workweeks listed on the Notice, the Class Member may produce evidence to the Settlement
19 Administrator indicating the number of workweeks contended to have been worked in the Class
20 Period and/or PAGA Period. Defendants' records will be presumed determinative, absent evidence
21 to rebut their records, but the Settlement Administrator will evaluate the evidence submitted by the
22 Class Member and provide the evidence submitted to the Parties and their counsel who agree to
23 meet and confer in good faith about the evidence to determine the Class Member's actual number
24 of workweeks worked in the Class Period and/or PAGA Period and estimated Individual Settlement
25 Payment and/or Individual PAGA Payment. If the Parties and their counsel are unable to agree,
26 they agree to submit the dispute to the Settlement Administrator to render a final decision. The
27
28

1 deadline to dispute the number of workweeks is the Response Deadline.

2 66. Objection to Settlement. Any Class Member who has not submitted a request for
3 exclusion may object to this Joint Stipulation, or any portion thereof, by filing a written objection
4 with the Court or by appearing at the Final Approval Hearing in person or through counsel of their
5 choice. Any written objection or supporting papers, if any, shall be mailed to the Settlement
6 Administrator at the address that is set forth in the Class Notice, and the Settlement Administrator
7 shall provide the objection to the Parties' counsel within three (3) calendar days of receipt.
8 Moreover, the Settlement Administrator shall attach any written objections to their Declaration
9 referenced above and Class Counsel shall file the same in conjunction with the Motion for Final
10 Approval of the Settlement. To be timely, all objections must be postmarked by the Response
11 Deadline. A written objection must contain the objecting person's full name, current address, and
12 include all objections and the reasons therefore, and include any and all supporting papers
13 (including, without limitation, all briefs, written evidence, and declarations). A Class Member who
14 desires to object but who fails to comply with the objection procedure set forth herein shall be
15 deemed not to have objected. If a Class Member both opts out and objects to the Settlement, the
16 opt-out shall control and the objection shall be deemed moot and thus overruled.

17 67. Appearance at Final Approval Hearing. If a Participating Class Member wishes to
18 appear at the Final Approval Hearing and present her objection to the Court orally, she may do so
19 whether or not he or she timely objected in writing by the Response Deadline. Any Participating
20 Class Member who files an objection remains eligible to receive monetary compensation from the
21 Settlement. The Parties shall not be responsible for any fees, costs, or expenses incurred by any
22 Class Member and/or her counsel related to any objections to the Settlement and/or appeals arising
23 therefrom.

24 Deadline for Cashing Settlement Checks; Cy Pres. Participating Class Members shall have
25 180 days from the date checks are mailed by the Settlement Administrator to cash the checks
26 representing their Individual Settlement Payments and/or Individual PAGA Payments. If any such
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1 checks mailed remain uncashed after the expiration of this period, or an envelope mailed to a
2 Participating Class Member is returned and no forwarding address can be located for that
3 individual after reasonable efforts have been made, then the total amount of such checks shall be
4 considered unpaid, unclaimed or abandoned cash residue pursuant to Code of Civil Procedure
5 section 384 ("Unpaid Residue"). The Unpaid Residue plus accrued interest, if any, as provided in
6 Code of Civil Procedure section 384, shall be transmitted to Legal Aid at Work, the *cy pres*
7 recipient, for use in Los Angeles County. The Settlement Administrator shall prepare a report
8 regarding the distribution plan pursuant to Code of Civil Procedure section 384 and the report shall
9 be presented to the Court by Class Counsel along with a proposed amended judgment that is
10 consistent with the provisions of Code of Civil Procedure section 384.

11 68. Effective Date of Settlement. The Settlement shall become effective when the
12 Settlement is considered as "Final." For purposes of this Agreement, "Final" means: (i) in the event
13 that the Settlement has received final approval by the Court and there were no timely objections
14 filed or presented, or that any timely objections have been withdrawn, then the date of the Court's
15 Order granting final approval of the Settlement; or, (ii) in the event that one or more timely
16 objections has/have been filed or presented and not withdrawn at the time of final approval, then
17 upon the passage of the applicable date for an objector to seek appellate review of the trial court's
18 order of final approval of the Settlement, without a timely appeal having been filed; or, (iii) in the
19 event that a timely appeal of the court's order of final approval has been filed, then when the
20 applicable appellate court has rendered a final decision or opinion affirming the Superior Court's
21 final approval without material modification, and the applicable date for seeking further appellate
22 review has passed, or the date that any such Appeal has been either dismissed or withdrawn by the
23 appellant.

24 **X.DELIVERY OF FUNDS TO SETTLEMENT ADMINISTRATOR**

25 69. Within ten (10) calendar days after the Settlement is considered "Final" as described
26 in Paragraph 68 above, Defendants shall make a one-time deposit of the Gross Settlement Amount
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(as defined in Paragraph 17) into a qualified settlement account to be established by the Settlement Administrator. The Settlement Administrator shall promptly calculate Defendants' share of applicable Employer Payroll Taxes and notify Defendants of that amount, which shall be remitted by Defendants to the Settlement Administrator within fourteen (14) calendar days after the Settlement is considered "Final", or as soon thereafter as reasonably practicable.

70. The Gross Settlement Amount shall be used to pay the following, in amounts finally approved by the Court:

- a. The Individual Settlement Payments and Individual PAGA Payments to all Participating Class Members and/or Aggrieved Employees, as calculated by the Settlement Administrator;
- b. The Class Representative Service Payments;
- c. The Settlement Administration Fees;
- d. The LWDA Payment; and,
- e. Class Counsel Fees and Costs.

XI.DISTRIBTUION OF FUNDS

71. Within seven (7) calendar days after receipt of Defendants' payment of the Gross Amount to fund the Settlement as provided in this Agreement, the Settlement Administrator shall do the following:

- a. Mail the Individual Settlement Payment and Individual PAGA Payment, if applicable, to each Class Member's last-known address, as determined from the Class Notice process;
- b. Disburse, by such means as Class Counsel may direct, the amount of the Class Representative Service Payments and Class Counsel Fees and Costs Payment;
- c. Calculate, withhold, and remit to applicable governmental agencies each employee's Employee Payroll Taxes, on the wage portion of the settlement payments to Participating Class Members in accordance with this Agreement,

as well as remit the Employer Payroll Taxes on the wage portion of the settlement to applicable government agencies;

- d. Mail the LWDA Payment approved by the Court to the LWDA with the cover letter provided by Class Counsel.

XII.RELEASE OF CLAIMS

72. Participating Class Members' Release. The Parties desire to fully, finally, and forever settle, compromise, and discharge the Released Claims set forth in Paragraph 33(a). Each and every Participating Class Member, including PLAINTIFFS, hereby release and discharge the Released Parties, and each of them, from the Class Released Claims, while, to the extent applicable by law, the State of California and Aggrieved Employees release and discharge the Released Parties from the PAGA Released Claims.

73. Scope of Class Members' Release. The Parties intend that the Settlement described in this Agreement will release, whether by lawsuit, administrative claim (to the extent permitted by law) or action, arbitration, demand, or other action of any kind, by each and all of the Participating Class Members to obtain a recovery based on their assertion of the Released Claims, or any of them. The Class Members shall be so notified in the Class Notice to the Class. This paragraph does not apply to the Class Released Claims in connection with any Class Member who timely and validly opts out of the Settlement.

XIII.RETENTION OF JURISDICTION

74. The Parties stipulate that the Court shall retain jurisdiction over any further disputes relating to this Agreement, the implementation of the Agreement, the interpretation of the Agreement or any of its terms, or further issues regarding the claims in the Litigation, until the Settlement Administrator and the Parties notify the Court that all issues have been resolved and the Settlement has been fully effectuated. The Parties shall endeavor to give such notice within 180 days from the Final Approval Order.

///

XIV. GENERAL PROVISIONS

75. Appointment of Class Counsel. For purposes of this Joint Stipulation and subject to the Court's approval, the Parties hereby stipulate to the appointment of Class Counsel as counsel for the Class and the effectuation of the Settlement pursuant to this Joint Stipulation.

76. Class Workweeks. Defendants represent that there are no more than 8,022 workweeks worked during the Class Period. In the event the number of worked in the Class Period increases by more than 10%, or 802 workweeks worked, then the GFV shall be increased proportionally by the workweek value in excess of 8,824, multiplied by the workweek value. The workweek value shall be calculated by dividing the net settlement fund payable to the actual class members by 8,022, which the Parties agree is \$74.79. Thus, for example, should there be 9,000 workweeks worked in the Class Period, then the GFV shall be increased by \$13,163.04. ((9,000 workweeks – 8,824 workweeks) x \$74.79/workweek.)

77. Settlement Administration Fees If Settlement Fails. If for any reason this Settlement is not approved and does not become "Final," any Settlement Administration Fees incurred as a result of administration of the failed Settlement shall be borne equally by the Parties, unless the Settlement Agreement is withdrawn from unilaterally by Defendants pursuant to Paragraphs 63 and/or 80, in which event Defendants shall be solely responsible for payment of the Settlement Administrator's fees and costs arising by virtue of administration of this Settlement.

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

79. Interpretation. The Parties have had a full opportunity to negotiate the terms and conditions of this Agreement, with the assistance of a neutral mediator. Accordingly, the Parties expressly waive the common-law and statutory rule of construction that ambiguities should be construed against the drafter of an agreement. The Parties agree that the language in this Agreement

1 shall not be construed in favor or against any Party. The Parties further agree, covenant, and
2 represent that the language in all parts of this Agreement shall be in all cases construed as a whole,
3 according to its fair meaning. Each term of this Agreement is contractual and not merely a recital.

4 80. Rescission. The Parties agree that if, at any time before the Effective Date, any
5 material portion of the Released Claims or the consideration to be paid for the class action
6 settlement or PAGA settlement is determined to be illegal, invalid, or unenforceable without
7 material change thereto, then the Parties agree to meet and confer in order to attempt to resolve
8 outstanding issue(s) and to seek the help of Mediator Nikki Tolt to resolve any dispute they are
9 unable to resolve informally. If the Parties cannot resolve such issue(s), this Agreement shall be
10 rescindable at the option of either Party. The rescinding party must rescind by written notice filed
11 with the Court and served on counsel for the opposing party within ten (10) calendar days after any
12 order or written ruling that declares any such portion to be illegal, invalid, or unenforceable.
13 However, the non-rescinding party shall have an opportunity to seek enforcement of the Settlement
14 in such an event on the basis that the change by the Court is not material. Should rescission be
15 unopposed or upheld by the Court, the rescinding party will be responsible for paying any
16 Settlement Administration Fees incurred as a result of administration of the failed Settlement.

17 81. Effect If No Final Approval. If the Court denies final approval of the Settlement
18 without indicating that it would approve the Settlement if non-material changes are made, then this
19 Settlement shall become null and void. If the Settlement is voided through any of the mechanisms
20 described herein, the Parties will have no further obligations under the Settlement, including any
21 obligation by Defendants to pay the Gross Settlement Amount, or any amounts that otherwise
22 would have been owed under this Settlement.

23 82. Cooperation. The Parties agree to fully cooperate with each other to accomplish the
24 terms of this Agreement, including but not limited to, executing such documents and to taking such
25 action as may reasonably be necessary to implement the terms of this Agreement. The Parties shall
26 use their best efforts, including all efforts contemplated by this Agreement and any other efforts
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1 that may become necessary by order of the Court, or otherwise, to effectuate the terms of this
2 Agreement. As soon as practical after execution of this Agreement, Class Counsel shall, with the
3 assistance and cooperation of Defendants and their counsel, take all reasonable and necessary steps
4 to secure the Court's final approval of this Agreement.

5 83. Dispute Resolution; Attorneys' Fees and Costs. Prior to instituting legal action to
6 enforce the provisions of this Agreement or to declare rights and/or obligations under this
7 Agreement, a party shall provide written notice to all parties and an opportunity to cure the alleged
8 deficiencies, and the Parties agree to seek the help of Mediator Nikki Tolt to resolve any dispute
9 they are unable to resolve informally. During this period, the Parties shall bear their own attorneys'
10 fees and costs. If either of the Parties institute a legal action or other proceeding against any other
11 party to enforce the provisions of this Agreement, move to enforce their rights in the Action, or to
12 declare/enforce rights and/or obligations under this Agreement, the successful party shall be
13 entitled to recover from the unsuccessful party reasonable attorneys' fees and costs at the Court's
14 discretion. This provision shall not apply to any legal action or other proceeding instituted by any
15 person or entity other than the Parties.

16 84. Notice Requirements. Unless otherwise specifically provided herein, all notices,
17 demands, or other communications given hereunder shall be in writing and shall be deemed to have
18 been duly given as of the fifth business day after mailing by United States registered or certified
19 mail, return receipt requested, or after the third calendar day after an e-mail is provided, addressed
20 as follows:

21 To CLASS REPRESENTATIVES and the Class:

22 **BIBIYAN LAW GROUP, P.C.**
23 David D. Bibiyan (SBN 287811)
24 david@tomorrowland.com
25 Jeffrey D. Klein (SBN 297296)
26 jeff@tomorrowlaw.com
27 8484 Wilshire Boulevard
28 Suite 500
Beverly Hills, California 90211
Tel: (310) 438-5555

1 Fax: (310) 300-1705

2 To DEFENDANTS:

3 Craig G. Staub, Bar No. 172857

4 cstaub@littler.com

5 **LITTLER MENDELSON P.C.**

6 633 West 5th Street

7 63rd Floor

8 Los Angeles, California 90071

9 Telephone: 213.443.4300

10 Fax No.: 213.443.4299

11 David S. Maoz, Bar No. 233857

12 dmaoz@littler.com

13 **LITTLER MENDELSON P.C.**

14 2049 Century Park East

15 5th Floor

16 Los Angeles, California 90067.3107

17 Telephone: 310.553.0308

18 Fax No.: 310.553.5583

19 83. Entire Agreement. This Joint Stipulation constitutes the entire agreement between
20 the Parties and their respective counsel relating to the Settlement, this Joint Stipulation, and the
21 transactions contemplated thereby. All prior or contemporaneous agreements, understandings,
22 representations, and statements, whether oral or written and whether by a Party or such Party's legal
23 counsel, are merged herein. No rights hereunder may be waived except in writing.

24 84. Notice to Class Members. Counsel for the Parties agree that because the members of
25 the Class are so numerous, it is impossible or impractical to have each member of the Class execute
26 this Agreement. The Notice of Proposed Settlement, attached as **Exhibit A** hereto, will advise all
27 Class Members of the binding nature of the release, and the release shall have the same force and
28 effect as if this Agreement were executed by each member of the Class.

85. Warranty of No Prior Assignment. The Parties represent, covenant, and warrant that
they have not directly or indirectly assigned, transferred, encumbered, or purported to assign,
transfer, or encumber to any person or entity any portion of any liability, claim, demand, action,

1 cause of action, or rights herein released and discharged.

2 86. No Modification by Extrinsic Evidence. With respect to the subject matter hereof,
3 except this Agreement, the Parties acknowledge that no representations, statements, or promises
4 made by the other party, or by their respective agents or attorneys, have been relied upon in entering
5 into this Agreement. The Parties explicitly recognize California Civil Code section 1625 and
6 California Code of Civil Procedure section 1856(a), which provide that a written agreement is to be
7 construed according to its terms, and may not be varied or contradicted by extrinsic evidence, and
8 agree that no such extrinsic oral or written representations or terms shall modify, vary, or contradict
9 the terms of this Agreement.

10 87. Modification in Writing. This Agreement may be modified or amended only if such
11 modification or amendment is agreed to in writing and signed by the duly authorized representatives
12 of the parties hereto, and approved by the Court which writing shall expressly state the intent of the
13 parties to modify this Agreement.

14 88. Enforceability. If the Court finds any material provision of this Agreement to be
15 unenforceable or invalid, then this Agreement shall become voidable. Notwithstanding any other
16 provision of this Agreement, no distributions shall be required until Final Approval.

17 89. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit
18 of the respective heirs, assigns, executors, administrators, successors, subsidiaries, divisions and
19 affiliated corporations and partnerships, past and present, and trustees, directors, officers,
20 shareholders, partners, agents and employees, past and present, of the Parties and the Released
21 Parties.

22 90. Counterparts. This Agreement may be executed in counterparts and/or electronic
23 and/or facsimile signatures, and when each party has signed and delivered at least one such
24 counterpart, electronic and/or facsimile signature, each said signature shall be deemed an original,
25 and, when taken together with other signed counterparts, shall constitute one Joint Stipulation,
26 which shall be binding upon and effective as to all parties.

91. Governing Law. This Agreement shall be subject to, governed by, construed, enforced and administered in accordance with the laws of the State of California, both in its procedural and substantive aspects.

* * * *

1 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING
2 AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS CONTAINED
3 THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL KNOWLEDGE OF
4 ITS CONSEQUENCES.

5 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date(s)
6 indicated on the lines below.

7
8 Dated: Feb 3, 2022
9 January __, 2022

Tam P. Phambui, on behalf of herself and all
others similarly situated

10
11 By: 
12 Tam P. Phambui
Tam Phambui (Feb 3, 2022 05:30 PST)

13 Dated: January __, 2022

Elizabeth B. Baltazar, on behalf of herself and
all others similarly situated

14
15 By: _____
16 Elizabeth B. Baltazar

17
18 Dated: January __, 2022

Nataly Flores, on behalf of herself and all others
similarly situated

19
20 By: _____
21 Nataly Flores

22 Dated: January __, 2022

23
24 By: _____
25 For: Fashion Marketing and Merchandising
26 Group, Inc.

1 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE FOREGOING
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6 indicated on the lines below.

7
8 Dated: January __, 2022

Tam P. Phambui, on behalf of herself and all
others similarly situated

9
10
11 By: _____
12 Tam P. Phambui

13 Dated: ~~January~~ Feb 2, 2022, 2022

Elizabeth B. Baltazar, on behalf of herself and
all others similarly situated

14
15 By: 
16 Elizabeth B. Baltazar
Elizabeth Baltazar (Feb 2, 2022 10:07 PST)

17
18 Dated: January __, 2022

Nataly Flores, on behalf of herself and all others
similarly situated

19
20
21 By: _____
Nataly Flores

22 Dated: January __, 2022

23
24 By: _____
25 For: Fashion Marketing and Merchandising
26 Group, Inc.
27
28

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8 Dated: January __, 2022

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others similarly situated

9
10
11 By: _____
Tam P. Phambui

12
13 Dated: January __, 2022

Elizabeth B. Baltazar, on behalf of herself and
all others similarly situated

14
15
16 By: _____
Elizabeth B. Baltazar

17 Dated: Feb 2, 2022
18 January __, 2022

Nataly Flores, on behalf of herself and all others
similarly situated

19
20 By:  _____
Nataly Flores (Feb-2, 2022 21:54 PST)
21 Nataly Flores

22 Dated: January __, 2022

23
24 By: _____
For: Fashion Marketing and Merchandising
25 Group, Inc.

1 THE UNDERSIGNED ACKNOWLEDGE THAT EACH HAS READ THE
2 FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO THE PROVISIONS
3 CONTAINED THEREIN, AND HEREBY EXECUTES IT VOLUNTARILY WITH FULL
4 KNOWLEDGE OF ITS CONSEQUENCES.

5 IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the
6 date(s) indicated on the lines below.

7
8 Dated: January __, 2022

Tam P. Phambui, on behalf of herself and all
others similarly situated

9
10
11 By: _____
12 Tam P. Phambui

13 Dated: January __, 2022

Elizabeth B. Baltazar, on behalf of herself and
all others similarly situated.

14
15
16 By: _____
Elizabeth B. Baltazar

17
18 Dated: January __, 2022

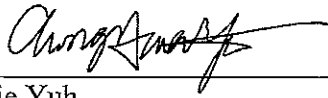
Nataly Flores, on behalf of herself and all
others similarly situated

19
20
21 By: _____
Nataly Flores

22 Dated: January __, 2022

23
24 By: Marghi Hu
25 For: Fashion Marketing and
26 Merchandising
27 Group, Inc.
28

1 Dated: January __, 2022

2 By: 
3 Julie Yuh

4 APPROVED AS TO FORM:

5 Dated: January __, 2022

6 BIBIYAN LAW GROUP, P.C.

7 By: _____
8 DAVID D. BIBIYAN, JEFFREY KLEIN
9 Attorneys for Plaintiffs

10 APPROVED AS TO FORM:

11 Dated: January __, 2022

12 LITTLER MENDELSON, P.C.

13 By: _____
14 CRAIG G. STAUB, DAVID S. MAOZ
15 Attorneys for Defendants
16
17
18
19
20
21
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23
24
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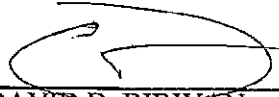
1 Dated: January __, 2022

2 By: _____
3 Julie Yuh

4 APPROVED AS TO FORM:

5 Dated: January 31, 2022

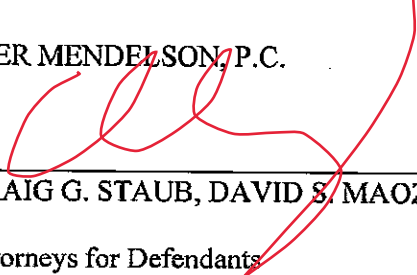
6 BIBIYAN LAW GROUP, P.C.

7 By: 
8 DAVID D. BIBIYAN
9 Attorneys for Plaintiffs

10 APPROVED AS TO FORM:

11 Dated: ~~January~~ March 10, 2022

12 LITTLER MENDELSON, P.C.

13 By: 
14 CRAIG G. STAUB, DAVID S. MAOZ
15 Attorneys for Defendants