

EXHIBIT “B”

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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **COUNTY OF LOS ANGELES**

18
19 **SIMIN BORJKHANI**, individually and on
20 behalf of all others similarly situated,

21 Plaintiff,

22 vs.

23 **PARLUX FRAGRANCES, INC., PARLUX**
24 **FRAGRANCES, LLC, and RANDSTAD**
25 **HR SOLUTIONS OF DELAWARE, LLC**
26 **d/b/a RANDSTAD SOURCERIGHT,**
jointly and severally,

27 Defendants.
28

Case No.: 19STCV07372

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Assigned to: Hon. Daniel J. Buckley, Dept. 1

Action filed: March 5, 2019

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I. DEFINITIONS

A. “Action” means the Complaint filed by Plaintiff Simin Borjkhani on or about March 5, 2019, in the Los Angeles County Superior Court, entitled: SIMIN BORJKHANI, individually and on behalf of all others similarly situated, Plaintiff v. PARLUX FRAGRANCES, INC., PARLUX FRAGRANCES, LLC, and RANDSTAD HR SOLUTIONS OF DELAWARE, LLC d/b/a RANDSTAD SOURCERIGHT, jointly and severally, Defendants, Case No. 19STCV07372, as it will be amended by Plaintiff’s First Amended Complaint (discussed further below and attached as Exhibit A to this Agreement).

C. “Class” means Class Members, collectively.

E. “Class Counsel Award” means attorneys’ fees for Class Counsel’s litigation and payment of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

BURKE, WILLIAMS &
SORENSEN, LLP
ATTORNEYS AT LAW
LOS ANGELES

1 Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each
2 Settlement Class Member's employee number; full name; last known address; email address (if
3 known); Social Security Number; start date of employment; end date of employment; total
4 Qualifying Class Workweeks; and total Qualifying PAGA Workweeks for the Settlement Class
5 Members.

6 G. "Class Members" means all persons who worked as Sales Assistants for Parlux in
7 the State of California or jobs with similar titles and who were issued paystubs from Randstad
8 from March 5, 2015 through the date of preliminary approval of the settlement.

9 H. "Class Notice" means the notice explaining the Settlement and Settlement Class
10 Members' options sent to the class following preliminary approval, which is to be mutually
11 agreed upon by the Parties, and is to be used to notify Settlement Class Members of the
12 Settlement.

13 I. "Class Payment Ratio" means the respective Qualifying Class Workweeks for
14 each Settlement Class Member during the Class Period divided by the total Qualifying Class
15 Workweeks for all Settlement Class Members during the Class Period.

16 J. "Class Period" means the period from March 5, 2015 until the Preliminary
17 Approval Date.

18 K. "Class Representative Service Award" means the amount that the Court authorizes
19 to be paid to Plaintiffs, in addition to their Individual Settlement Payment, in recognition of their
20 efforts and risks in assisting with the prosecution of the Action and in exchange for executing a
21 General Release of Defendant.

22 L. "Court" means the Superior Court of the State of California for the County of Los
23 Angeles.

24 M. "Defendants" means Parlux Fragrances, Inc., Parlux Fragrances, LLC, and
25 Randstad Professionals US, LLC doing business as Randstad SourceRight and previously known
26 as HR Solutions off Delaware, LLC.

27 N. "Defendants' Counsel" means Daniel Whang of Seyfarth Shaw LLP and/or Keiko
28 J. Kojima of Burke, Williams & Sorensen, LLP.

1 O. "Effective Date" means the date upon which both of the following have occurred:
2 (i) approval of the Settlement is granted by the Superior Court of California for the County of Los
3 Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment
4 approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of
5 the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such
6 appeal, or the expiration of the time to file a petition for writ of certiorari to the California
7 Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition
8 for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
9 appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

10 P. "Final Hearing Date" means the hearing following Class Notice at which
11 Plaintiffs will request that the Court approve the fairness, reasonableness, and adequacy of the
12 terms and conditions of the proposed Settlement, enter the Final Approval Order and Judgment,
13 award Class Counsel attorneys' fees and costs, Plaintiffs' enhancement award, the payment to the
14 LWDA and the Settlement Payments, and take other appropriate or necessary action described
15 herein.

16 Q. "Final Judgment" means the order or orders entered and filed by the Court that: (1)
17 finally approves this Agreement and the Settlement, disposes of all issues raised in this Action
18 and bars Settlement Class Members from reasserting Released Claims against Released Parties;
19 and (2) awards and orders the payment of all required amounts pursuant to the terms of this
20 Agreement (Class Counsel's attorneys' fees and costs, Settlement Payments to Settlement Class
21 Members, etc.)

22 R. "Final Settlement Hearing" means the hearing on the Final Hearing Date at which
23 the Court shall determine whether to fully and finally approve the fairness and reasonableness of
24 this Agreement, and enter an order permanently enjoining all Settlement Class Members who
25 have not timely excluded from this Settlement from pursuing, or seeking to reopen, any of the
26 Released Claims.

1 S. "Gross Class Settlement Amount" means gross amount that is to be paid in the
2 settlement of the Class Released Claims in the Action – a gross maximum total of Two Hundred
3 Fifty Nine Thousand and Zero Dollars (\$259,000).

4 T. "Gross PAGA Settlement Amount" means the gross amount that is to be paid in
5 the settlement of the PAGA Released Claims in the Action – i.e. Sixteen Thousand and Zero
6 Dollars (\$16,000).

7 U. "Gross Settlement Fund" means Two Hundred Seventy Five Thousand Dollars
8 (\$275,000), which sum includes the Individual Settlement Payments, Class Counsel Award, Class
9 Representative Service Awards, Payment to the LWDA, and Settlement Administration Costs.
10 The Gross Settlement Fund is comprised of the total of the Gross Class Settlement Amount and
11 Gross PAGA Settlement Amount. Defendants' employer-side payroll taxes for the portion of the
12 Settlement Payment(s) paid to the Settlement Class that is attributable to wages shall remain
13 Defendants' separate responsibility and shall not be paid out of the Gross Settlement Fund. Other
14 than these additional payments that Defendants agree to make, in no event shall Defendants be
15 required to pay any amounts above the Gross Settlement Fund under this Settlement and this
16 Agreement. This is a non-reversionary settlement.

17 V. "Individual Class Settlement Payment" means the amount payable from the Net
18 Class Settlement Amount to each Settlement Class Member.

19 W. "Individual PAGA Settlement Payment" means the amount payable from the Net
20 PAGA Settlement Amount to each Settlement Class Member.

21 X. "Individual Settlement Payment" means the amounts payable to the Settlement
22 Class Member consisting of the Individual Class Settlement Payment and/or the Individual
23 PAGA Settlement Payment.

24 Y. "LWDA Payment" means the \$12,000 payment to the California Labor and
25 Workforce Development Agency under the Private Attorneys General Act of 2004 (i.e., 75% of
26 the \$16,000 allocated for payment under the PAGA).

1 Z. “Net Class Settlement Amount” means the amount remaining from the Gross
2 Class Settlement Amount less the Class Counsel Award, Class Representative Service Award,
3 and Settlement Administration Costs.

4 AA. “Net PAGA Settlement Amount” means the amount remaining from the Gross
5 PAGA Settlement Amount after payment to the LWDA is made.

6 BB. “Notice Packet” means the Notice of Proposed Class Action Settlement
7 substantially in the form attached as Exhibit 1.

8 CC. “Notice Plan” shall mean the plan for the provision of notice to all Class Members
9 under this Agreement.

10 DD. “PAGA Group Members” are all persons who worked as Sales Assistants for
11 Parlux in the State of California or jobs with similar titles and who were issued paystubs from
12 Randstad from March 5, 2018 through the date of preliminary approval of the settlement.

13 EE. “PAGA Payment Ratio” means the respective Qualifying PAGA Workweeks for
14 each PAGA Group Member during the PAGA Class Period divided by the total Qualifying
15 PAGA Workweeks for all PAGA Group Members during the PAGA Settlement Period.

16 FF. “PAGA Settlement Group Members” means those individuals who worked
17 Qualifying PAGA Workweeks during the PAGA Settlement Period and who have not previously
18 settled and released their wage and hour claims against Defendants.

19 GG. “PAGA Settlement Period” means the period from March 5, 2018 until the
20 Preliminary Approval Date.

21 HH. “Parties” means Plaintiffs and Defendants, collectively, and “Party” shall mean
22 either Plaintiff or Defendants, individually.

23 II. “Plaintiffs” means Simin Bojrkhani and Eva Lopez Acevedo.

24 JJ. “Preliminary Approval Date” is the date the Court grants preliminary approval of
25 this Settlement pursuant to California Rule of Court 3.769(c).

26 KK. “Preliminary Approval Order” is the Order entered and filed by the Court that
27 preliminarily approves the terms and conditions of this Agreement, including the manner and
28 content of providing notice to the Class.

1 LL. “Qualifying Class Workweeks” means the number of workweeks (starting
2 Monday through Sunday) during which a Class Member worked for Parlux in California and
3 received a paystub from Randstad while as a Class Member during the Class Period (i.e., periods
4 of time worked outside California or while exempt from overtime are excluded).

5 MM. “Qualifying PAGA Workweeks” means the number of workweeks (starting
6 Monday through Sunday) during which a PAGA Group Member worked for Parlux in California
7 and received a paystub from Randstad while as a PAGA Settlement Group Member during the
8 PAGA Settlement Period (i.e., periods of time worked outside California or while exempt from
9 overtime are excluded).

10 NN. “Released Claims” collectively refers to “Class Released Claims” and “PAGA
11 Released Claims.”

12 (a) “Class Released Claims” means any and all claims that were pled or could have
13 been pled, based on, or which arise out of the facts alleged in the complaints in the Action, arising
14 during the Class Period. This include known and unknown claims arising under California Labor
15 Code sections 201-203, 216, 221, 223, 225.5, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2,
16 1197, 1198, the applicable IWC Wage Order(s), the California Unfair Competition Law, Business
17 and Professions Code section 17200 et seq., and the Fair Labor Standards Act, 29 U.S.C. section
18 201, et seq. The Class Released Claims will include claims under the Fair Labor Standards Act
19 (“FLSA”) for those individuals, and only those individuals, who cash a check issued pursuant to
20 this Settlement as they will be deemed to have opted into a release of related FLSA claims. The
21 release shall run for the duration of the Class Period.

22 (b) “PAGA Released Claims” means all claims, demands, rights, and liabilities that
23 were asserted in the First Amended Complaint and respective LWDA notice in the in the Action
24 under California’s Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the
25 factual allegations in the complaints, which include, but are not limited to PAGA claims based on
26 California Labor Code sections 201-204, 216, 221, 223, 225, 225.5, 226, 226.3, 226.7, 510, 512,
27 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s).
28 The release shall run for the duration of the PAGA Settlement Period.

1 OO. "Released Parties" means Defendants and their past, present and/or future, direct
2 and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers,
3 trustees, partners, investors, shareholders, administrators, parent companies, affiliated companies,
4 related companies and business concerns, members, subsidiaries, affiliates, divisions,
5 predecessors, successors, assigns, and joint venturers.

6 PP. "Response Deadline" means the date forty-five (45) days after the Settlement
7 Administrator mails Notice Packets to Settlement Class Members including the time of 5:00 p.m.
8 (Pacific Standard Time) on that date, which is the last date and time on which Settlement Class
9 Members may submit a request for exclusion and/or objection to the Settlement.

10 QQ. "Settlement" shall refer to the agreement of the Parties to settle the claims as set
11 forth and embodied in this Agreement.

12 RR. "Settlement Administration Costs" means the amount to be paid to the Settlement
13 Administrator from the Gross Settlement Fund for administration of this Settlement.

14 SS. "Settlement Administrator" means Simpluris, Inc.

15 TT. "Settlement Class" means the Settlement Class Members collectively.

16 UU. "Settlement Class Members" means all the Class Members who do not timely and
17 properly opt out of the settlement provided for in this settlement with respect to the state law
18 claims and all Class Members with respect to claims under the Fair Labor Standards Act
19 ("FLSA").

20 VV. "Settlement Payment" means the payment to a Settlement Class Member under the
21 terms of this Agreement.

22 **II. RECITALS**

23 2. Class Certification. The Parties stipulate and agree to the certification of this
24 Action for purposes of this Settlement only. Should the Settlement not become final and effective
25 as herein provided, class certification shall immediately be set aside and the Settlement Class
26 immediately decertified (subject to further proceedings on motion of any party to certify or deny
27 certification thereafter). The Parties' willingness to stipulate to class certification as part of the
28 Settlement shall have no bearing on, and shall not be admissible in or considered in connection

1 with, the issue of whether a class should be certified in a non-settlement context in this Action
2 and shall have no bearing on, and shall not be admissible or considered in connection with, the
3 issue of whether a class should be certified in any other lawsuit.

4 3. Procedural History and Interpretation of Complaints. On March 5, 2019, Simin
5 Borjkhani, a former Randstad employee/Parlux talent, filed the above class action Complaint on
6 behalf of herself and other “similarly situated individuals” against Defendants Parlux Fragrances,
7 inc., Parlux Fragrances, LLC, and Randstad HR Solutions of Delaware, LLC, d/b/a Randstad
8 Sourceright, jointly and severally. The class is defined as “All current and former hourly Sales
9 Assistants who worked for Defendants in California at any time during the four years preceding
10 the filing of this Complaint up through and including the judgment.” The Complaint asserts the
11 following causes of action: Count I (Violation of California Labor Code §§ 510, 1194, 1198 and
12 IWC Wage Order 4 – Failure to Pay Overtime); Count II (Violation of California Labor Code §§
13 1182.12, 1194, 1194.2, 1197, 1198, and IWC Wage Order 4 – Failure to Pay Minimum Wage);
14 Count III (Violation of California Labor Code §§ 221 and 223 – Unlawful Deductions); Count IV
15 (Violation of California Labor Code §§ 226 and 1174 – Failure to Provide Accurate Wage
16 Statements); County V (Violation of California Labor Code §§ 201, 202, and 203 – Failure to
17 Timely Pay Wages Upon Discharge); and Count VI (Violation of California Labor Code §§
18 226.7, 512 and IWC Wage Order 4 – Failure to Provide Meal Periods); Count VII Violation of
19 California Labor Code §§ 226.7 and IWC Wage Order 4 – Failure to Provide Rest Periods);
20 Count VIII (Violation of Business and Professions Code § 17200, et seq, Unfair, Unlawful and/or
21 Fraudulent Business Practices). Plaintiffs seek unpaid wages, civil and statutory penalties, costs,
22 attorneys’ fees, restitution, and declaratory and injunctive relief on behalf of herself and the
23 aggrieved employees. Parlux Fragrances, Inc., which was merged into an entity now known as
24 Parlux Fragrances, LLC, has been dismissed without prejudice from this lawsuit by stipulation.

25 4. Defendants filed their respective Answers to the Complaint that generally denied
26 the allegations in the Complaint and asserted several affirmative defenses. Defendants denied
27 that they engaged in any misconduct in connection with their practices, and denied that they have
28

1 any liability, or that they have engaged in wrongdoing of any kind associated with the claims
2 alleged in the Action.

3 5. No class has been certified in this Action.

4 6. After exchanging extensive informal mediation data, the Parties attended an all-
5 day virtual mediation with Barbara Reeves of JAMS on April 28, 2020. Following additional
6 settlement discussions, the parties ultimately reached a settlement, the terms of which have been
7 memorialized in a Memorandum of Understanding (“MOU”), conditioned upon the Court’s
8 issuance of final approval of the class settlement.

9 7. Amendment of the Complaint. Subject to the approval of the Court, the Parties
10 stipulate and agree to the filing of the First Amended Complaint to amend the complaint in the
11 form attached hereto as Exhibit 2. The First Amended Complaint adds a new plaintiff and to
12 plead claims under the Private Attorneys’ General Act of 2004 (“PAGA”) and the under the Fair
13 Labor Standards Act of 1938, as amended, 29 U.S.C. section 201 et seq (“FLSA”). Defendants
14 deny that any violation alleged in the First Amended Complaint occurred, but wish to resolve all
15 claims in the First Amended Complaint as part of the settlement of the Action. If the Settlement
16 is not approved by the Court, the First Amended Complaint shall be null and void and the
17 Complaint shall be the operative complaint. Defendants will file an Answer to the First Amended
18 Complaint asserting denials of allegations and asserting affirmative defenses.

19 8. Benefits of Settlement to Class Members. Plaintiffs and Class Counsel recognize
20 the expense and length of continued proceedings necessary to litigate their disputes through trial
21 and through any possible appeals. Plaintiffs have also taken into account the uncertainty and risk
22 of the outcome of further litigation, and the difficulties and delays inherent in such litigation.
23 Plaintiffs and Class Counsel are also aware of the burdens of proof necessary to establish liability
24 for the claims asserted in the Action, both generally and in response to Defendants’ defenses
25 thereto, and the difficulties in establishing damages for the Class Members. Based on the
26 foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this
27 Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the
28 Settlement Class Members.

9. Defendants' Reasons for Settlement. Defendants have concluded that any further defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of time and resources of Defendants have been and, unless this Settlement is made, will continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account the risks of further litigation in reaching their decision to enter into this Settlement. Despite continuing to contend that they are not liable for any of the claims set forth by Plaintiffs, Defendants have, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the claims as set forth in the Action. Defendants have claimed and continue to claim that the Released Claims have no merit and do not give rise to liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted. Defendants contend that the monies being paid as part of the settlement are genuinely disputed and that the provisions of Labor Code section 206.5 are not applicable to this Settlement.

10. Settlement Class Members' Claims. Settlement Class Members claim that the Released Claims have merit and give rise to liability on the part of Defendants. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against the Settlement Class Members or Class Counsel as to the merits or lack thereof of the claims asserted.

11. Defendants' Defenses. Defendants claim that the Released Claims have no merit and do not give rise to liability. Defendants contend that this Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to herein and no action taken to carry out this Agreement may be construed or used as an admission by or against Defendants as to the merits or lack thereof of the claims asserted.

TERMS OF AGREEMENT

12. Non-Admission of Liability: In entering into this Agreement, Defendants do not admit, and specifically deny, they have violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws,

1 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
2 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
3 its current or former employees. Neither this Agreement, nor any of its terms or provisions, nor
4 any of the negotiations connected with it, shall be construed as an admission or concession by
5 Defendants of any such violation(s) or failure(s) to comply with any applicable law. Except as
6 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
7 and provisions shall not be offered or received as evidence in any action or proceeding to
8 establish any liability or admission on the part of Defendants or to establish the existence of any
9 condition constituting a violation of or noncompliance with, federal, state, local or other
10 applicable law. In addition, the Parties intend this Settlement to be contingent upon the
11 preliminary and final approval of this Agreement; and the Parties do not waive, and instead
12 expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement
13 never existed in the event that the Settlement is not fully and finally approved as set forth herein.

14 13. Releases.

15 (a) Release As To Plaintiffs. As of the Effective Date, in exchange for the promises
16 and payments referenced herein, Plaintiffs waive, release and relinquish, to the fullest extent
17 permitted by law, all claims, demands or causes of action against the Released Parties whether
18 known or unknown, including the provisions, rights and benefits of Section 1542 of the California
19 Civil Code, or any other similar provision under federal or state law, which Section provides:

20 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
22 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
23 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
24 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
25 DEBTOR OR RELEASED PARTY.”

26 Without limiting the generality of the foregoing, and in addition to the foregoing,
27 Plaintiffs specifically and expressly release to the maximum extent permitted by law any claims
28 against Defendants and the Released Parties occurring prior to the Final Hearing Date arising out

1 of or related to violations of any federal or state employment discrimination laws, including the
2 California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the
3 federal Family and Medical Leave Act; the federal Age Discrimination in Employment Act, the
4 California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations
5 Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims
6 arising out of or related to violations of the provisions of the California Labor Code; the
7 California Government Code; the California Business & Professions Code, including Business &
8 Professions Code Section 17200 et seq.; state and federal wage and hour laws; breach of contract;
9 fraud; misrepresentation; common counts; unfair competition; unfair business practices;
10 negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery;
11 false imprisonment; wrongful termination; and any other state or federal law, rule, or regulation.
12 Plaintiffs have conferred with their attorneys and are hereby executing this agreement and
13 acknowledges they have been given a period of twenty-one days to consider the terms of the
14 Agreement before signing it. Plaintiffs have seven days following their signing of this Agreement
15 within which to revoke their release of claims under the Age Discrimination in Employment Act
16 by delivering written notice within said seven days to Defendants' counsel.

17 Plaintiffs may hereafter discover facts in addition to or different from those they now
18 know or believe to be true with respect to potential claims against the Released Parties but, upon
19 the Effective Date, shall be deemed to have, and by operation of the final judgment shall have,
20 fully, finally, and forever settled and released any and all claims, demands, or causes of action
21 against the Released Parties, whether known or unknown, suspected or unsuspected, contingent or
22 non-contingent, which now exist, or heretofore have existed, upon any theory of law or equity
23 now existing or coming into existence in the future, including, but not limited to, conduct that is
24 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
25 to the subsequent discovery or existence of such different or additional facts.

26 (b) Release As To All Settlement Class Members. As of the Effective Date, but
27 contingent on and in exchange for payment the Gross Settlement Fund, Plaintiffs and the
28 Settlement Class Members, with the exception of the Settlement Class Members who have

submitted a timely and valid request for exclusion as provided in this Agreement, release the Released Parties from all Class Released Claims. The release of claims under the FLSA applies only to those Settlement Class Members who have consented to join the Settlement by cashing their Settlement Payments.

(c) Release As To All PAGA Group Members. As of the Effective Date, but contingent on and in exchange for payment the Gross PAGA Settlement Amount, Plaintiffs and the PAGA Group Members release the Released Parties from all PAGA Released Claims regardless of the participation in the Class.

(d) Binding Nature of Release: The Parties agree for settlement purposes only that, because the Settlement Class Members are so numerous, it is impossible or impracticable to have each Settlement Class Member execute this Agreement. Accordingly, the Class Notice will advise all Settlement Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Settlement Class Member.

(e) Release Language on Settlement Checks: The following or similar release language shall be on the back of each settlement check:

“My endorsing, cashing, or depositing of this check constitutes my consent to join the lawsuit entitled *Simin Borjkhani v. Parlux Fragrances, Inc. et al*, pending in the Superior Court of the State of California for the County of Los Angeles, Case No. 19STCV07372, pursuant to the provisions of the Fair Labor Standards Act (“FLSA”), 29 U.S.C. Section 216(b).”

14. Tax Liability. The Parties and their counsel make no representations as to the tax treatment or legal effect of the payments called for hereunder, and Settlement Class Members are not relying on any statement or representation by the Parties or their counsel in this regard. Settlement Class Members understand and agree that they will be responsible for the payment of any employee taxes and penalties assessed on the payments described herein and will hold the Parties and their counsel free and harmless from and against any claims, liabilities, costs and expenses, including attorneys’ fees, resulting in any way from personal tax treatment of the

1 payments made pursuant to this Agreement, including the treatment of such payments as not
2 subject to withholding or deduction for payroll and employment taxes.

3 15. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
4 section, the “acknowledging party” and each Party to this Agreement other than the
5 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
6 Agreement, and no written communication or disclosure between or among the Parties or their
7 attorneys and other advisers, is or was intended to be, nor shall any such communication or
8 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
9 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
10 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax
11 counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered
12 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
13 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
14 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
15 acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation
16 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of
17 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
18 treatment or tax structure of any transaction, including any transaction contemplated by this
19 Agreement.

20 16. Settlement Administration. Within twenty-one (21) calendar days after the Court
21 grants preliminary approval of this Agreement, Defendants shall provide the Settlement
22 Administrator with the Class Information for purposes of mailing Notice Packets to Settlement
23 Class Members. The Settlement Administrator will keep the list confidential, use it only for the
24 purposes described herein and take adequate safeguards to protect confidential or private
25 information.

26 (a) Notice By First Class U.S. Mail. Upon receipt of the Class Information, the
27 Settlement Administrator will perform a search based on the National Change of Address
28 Database to update and correct any known or identifiable address changes. Within fourteen (14)

1 calendar days after receiving the Class Information from Defendants as provided herein, the
2 Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members
3 via regular First Class U.S. Mail provided by Defendants. The Parties in conjunction with the
4 Settlement Administrator may correct immaterial errors on the Notice Packet or other mailed
5 materials without approval from the Court provided the changes do not alter the Preliminary
6 Approval Order by the Court. The Settlement Administrator shall exercise its best judgment to
7 determine the current mailing address for each Settlement Class Member. The address identified
8 by the Settlement Administrator as the current mailing address shall be presumed to be the best
9 mailing address for each Settlement Class Member. Each and every Settlement Class Member
10 whose Notice Packet is not returned to the Settlement Administrator as undeliverable within
11 fifteen (15) calendar days after mailing is conclusively presumed to have received the Notice
12 Packet.

13 (b) Undeliverable Notices. Any Notice Packets returned to the Settlement
14 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
15 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
16 Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or
17 other search using the name, address and/or Social Security number of the Settlement Class
18 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
19 the Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet
20 shall have their Response Deadline extended ten (10) days from the original Response Deadline.
21 The 5:00 p.m. (PST) fax stamped deadline on the Response Deadline for faxed requests for
22 exclusions applies to this extension.

23 (c) Disputes Regarding Individual Settlement Payments. Settlement Class Members
24 will have the opportunity, should they disagree with Defendants' records regarding the dates of
25 employment stated in their Notice Packet, to provide documentation and/or an explanation to
26 show contrary employment dates. A Settlement Class Member challenging the number of
27 workday(s) identified in the Notice Packet must also submit documentary evidence sufficient to
28 prove the number of Qualifying Class Workweeks and/or Qualifying PAGA Workweeks. A

1 Settlement Class Member challenging the number of workday(s) must submit their dispute by the
2 Response Deadline.

3 If there is a dispute, the Settlement Administrator will consult with the Parties to
4 determine whether an adjustment is warranted. The Settlement Administrator shall determine the
5 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
6 Agreement. The Settlement Administrator's determination of the eligibility for and amount of
7 any Individual Settlement Payment shall be final and binding upon the Settlement Class Member,
8 PAGA Settlement Group Member, and the Parties, with no hearing or right of appeal.

9 (d) Disputes Regarding Administration of Settlement. Any disputes not resolved by
10 the Settlement Administrator concerning the administration of the Settlement will be resolved by
11 the Court under the laws of the State of California. Prior to any such involvement of the Court,
12 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
13 involving the Court.

14 (e) Exclusions. The Notice Packet shall state that Class Members who wish to
15 exclude themselves from the Settlement must submit a written request for exclusion by the
16 Response Deadline. The written request for exclusion must: (1) explicitly state that the individual
17 wishes to exclude themselves from the settlement; (2) contain the name, address, and the last four
18 digits of the Social Security and/or the Employee ID number of the person requesting exclusion;
19 (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline or be fax
20 stamped no later than 5:00 p.m. (PST) on the Response Deadline and returned to the Settlement
21 Administrator at the specified address or fax telephone number. The request for exclusion will
22 not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not
23 contain sufficient information to identify the Class Member. The date of the postmark on the
24 return mailing envelope or fax stamp on the request for exclusion shall be the exclusive means
25 used to determine whether the request for exclusion was timely submitted. Any Class Member
26 who timely and validly requests to be excluded from the Settlement Class will not be entitled to
27 an Individual Class Settlement Payment under the Settlement and will not be bound by the terms
28 of the Settlement as to Class Released Claims or have any right to object, appeal or comment

1 thereon. Class Members who do not submit a valid and timely written request for exclusion on or
2 before the Response Deadline as provided above shall be bound by all terms of the Settlement
3 and any final judgment entered in this Action if the Settlement is approved by the Court. It shall
4 be conclusively presumed that, if an exclusion request is not postmarked on or before the end of
5 the Response Deadline or was not fax stamped prior to 5:00 p.m. (PST) on the date of the
6 Response Deadline, the Class Member did not make the request in a timely manner. A
7 declaration submitted by any Class Member attesting to the mailing of a request for exclusion on
8 or before the Response Deadline shall be insufficient to overcome the conclusive presumption
9 that the request was not postmarked on or before the expiration of the Response Deadline. Under
10 no circumstances shall the Settlement Administrator have the authority to extend the deadline for
11 Class Members to file a request to opt out of the Settlement. The Settlement Administrator shall
12 accept or reject a Class Member's request for exclusion, depending on whether it meets the
13 criteria of this paragraph, and if the request is denied, advise the Class Member accordingly.
14 Plaintiffs agree not to request to be excluded from the Class.

15 Class Member who file a request to opt out of the Settlement will remain PAGA Group
16 Members, if so qualified, and release PAGA Released Claims in exchange for the Gross PAGA
17 Settlement Amount. Exclusion from the Class does not affect inclusion in the PAGA settlement
18 described herein or the right to receive the Individual PAGA Settlement Payment.

19 No later than fourteen (14) calendar days after the Response Deadline, the Settlement
20 Administrator shall provide Defendants with: (1) a final list of Class Members who have
21 submitted timely and valid written requests for exclusion as provided under this Agreement; (2)
22 copies of all requests for exclusion received by it, together with an explanation of the disposition
23 thereof and the reasons therefor; and (3) copies of all communications with Class Members
24 regarding the Settlement Administrator's determinations pursuant to this paragraph.

25 No later than fourteen (14) calendar days after the Response Deadline, the Settlement
26 Administrator shall also provide counsel for Defendants (but not Plaintiffs) with a final list of all
27 Settlement Class Members who are receiving payment and the amounts to be paid. At no time
28

1 shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the
2 Settlement Class to submit requests for exclusion from the Settlement.

3 (f) Objections. The Notice Packet shall state that Settlement Class Members who
4 wish to object to the Settlement must, mail to the Settlement Administrator a written statement of
5 objection (“Notice of Objection”) by the Response Deadline. The date of mailing shall be
6 deemed the exclusive means for determining that a Notice of Objection was submitted timely.
7 The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full
8 name of the Settlement Class Member; (2) the dates of employment of the Settlement Class
9 Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or
10 the Employee ID number; (4) the basis for the objection; and (5) if the Settlement Class Member
11 intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members
12 will further have a right to appear at the Final Approval/Settlement Fairness Hearing in order to
13 have their objections heard by the Court without first submitting a written objection or providing
14 a notice of intent to appear. However, Settlement Class Member who appear at the Final
15 Approval/Settlement Fairness Hearing will have to comply with all rules of the Court, including
16 the revised mandatory face mask order.

17 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
18 Settlement Class Members to submit written objections to the Settlement or appeal from the
19 Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with
20 respect to any such objections.

21 17. Funding and Allocation of Gross Settlement Fund. This is a non-reversionary
22 Settlement in which Defendants are required to pay the entirety of the Gross Settlement Fund,
23 which includes Individual Settlement Payments, Class Representative Service Award, the Class
24 Counsel Award, LWDA Payment, and the Settlement Administration Costs, as specified in this
25 Agreement. No amount of the Gross Settlement Fund will revert to Defendants. In no event
26 shall Defendants be required to pay any amounts above the Gross Settlement Fund under this
27 Settlement and this Agreement beyond the employer-side payroll taxes. The Settlement
28 Administrator will establish a Qualified Settlement Fund pursuant to Section 468B(g) of the

1 Internal Revenue Service Code for the purpose of administering the Settlement. Within twenty-
2 one (21) calendar days after the Effective Date, Defendants shall remit to the Settlement
3 Administrator an amount equal to the Gross Settlement Fund as set forth in this Agreement.
4 Defendants' payment of such sums shall be the sole financial obligation of Defendants under this
5 Agreement, and shall be in full satisfaction of all claims released herein, including, without
6 limitation, all claims for wages, penalties, interest, attorneys' fees, costs and expenses.

7 (a) Individual Settlement Payments. The Individual Settlement Payments will be paid
8 according to the respective settlement formulas set forth herein. Individual Settlement Payments
9 shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known
10 mailing address within fourteen (14) calendar days after Defendants provide funds to the
11 Settlement Administrator for disbursement under this Agreement. Class Individual Settlement
12 Payments will be allocated as follows: 90% will be allocated to 1099 income and 10% will be
13 allocated to W-2 income and subject to withholding. PAGA Individual Settlement Payments will
14 be allocated as follows: 100% will be allocated to 1099 income. Any checks issued to Settlement
15 Class Members and PAGA Settlement Group Members shall remain valid and negotiable for one
16 hundred and eighty (180) days from the date of their issuance. After that time, any such
17 unclaimed checks will escheat to the State of California in accordance with the Unclaimed
18 Property Law, Code of Civil Procedure, section 1500. No person shall have any claim against the
19 Settlement Administrator, Defendants, Class Counsel, Defendants' counsel, or any other agent
20 designated by Plaintiffs or Defendants based upon the distribution of Individual Settlement
21 Payments made substantially in accordance with this Agreement or further orders of the Court.
22 Defendants shall have no liability with respect to the maintenance, preservations, allocation or
23 disbursement of the Gross Settlement Fund or any dispute by any Settlement Class Member
24 concerning the handling or resolution of his or her Individual Settlement Payment. By cashing or
25 otherwise negotiating the check for the Individual Settlement Payment, a Settlement Class
26 Member gives his or her consent to be a party plaintiff in this action pursuant to the FLSA.

27 (b) Calculation of Individual Settlement Payments for the Settlement Class.
28 Defendant will calculate the total Qualifying Class Workweeks for all Settlement Class Members.

1 The respective Qualifying Class Workweeks for each Settlement Class Member will be divided
2 by the total Qualifying Class Workweeks for all Settlement Class Members, resulting in the Class
3 Payment Ratio for each Settlement Class Member. Each Settlement Class Member's Class
4 Payment Ratio will then be multiplied by the Net Class Settlement Amount to calculate each
5 Settlement Class Member's estimated Individual Class Settlement Payments. Each Class
6 Individual Settlement Payment will be reduced by any legally mandated employee tax
7 withholdings (e.g., employee payroll taxes, etc.) for each Settlement Class Member. Defendants'
8 share of payroll taxes and the employer's portion of required withholdings from the Individual
9 Settlement Payments, including but not limited to Defendants' FICA and FUTA contributions,
10 shall be paid by Defendants separately from the Gross Settlement Fund, whereas the employee's
11 portion of any required withholdings will be paid from the Gross Settlement Fund. The
12 Settlement Administrator shall calculate, withhold from the Class Individual Settlement
13 Payments, and remit to applicable governmental agencies sufficient amounts as may be owed by
14 the Settlement Class Members for applicable employee taxes. The Settlement Administrator will
15 issue appropriate tax forms to each Settlement Class Member. Settlement Class Members are not
16 eligible to receive any compensation other than the Individual PAGA Settlement Payments or the
17 Individual Class Settlement Payment from this Settlement. Whether or not the Settlement Class
18 Members receive any payment, this Agreement shall be binding upon them.

19 (c) PAGA Payment. Sixteen Thousand and no dollars (\$16,000) shall be allocated
20 from the Gross Settlement Fund for payment under the Private Attorneys General Act of 2004.
21 Seventy-five percent (75%), or \$12,000 will be paid to the California Labor and Workforce
22 Development Agency. Twenty-five (25%), or \$4,000, will consist of the PAGA Net Settlement
23 Amount and distributed to PAGA Settlement Group as set forth below. Defendants shall have the
24 option of voiding this Agreement and Settlement in the event the LWDA refuses to accept the
25 above amount in full for all civil penalties to aggrieved employees in connection with the civil
26 penalty claims alleged in this Action or otherwise challenges the above allocation.

27 (d) Calculation of Individual Settlement Payments for the PAGA Settlement Group.
28 Defendants will calculate the total Qualifying PAGA Workweeks for all PAGA Settlement Group

1 Members. The respective Qualifying PAGA Workweeks for each PAGA Settlement Group
2 Member will be divided by the total Qualifying PAGA Workweeks for all PAGA Settlement
3 Group Members, resulting in the PAGA Payment Ratio for each PAGA Settlement Group
4 Member. Each PAGA Settlement Group Member's PAGA Payment Ratio will then be multiplied
5 by the Net PAGA Settlement Amount to calculate each PAGA Settlement Group Member's
6 estimated Individual PAGA Settlement Payments. The Settlement Administrator will issue
7 appropriate tax forms to each PAGA Settlement Group Member. PAGA Settlement Group
8 Members are not eligible to receive any compensation other than the Individual PAGA Settlement
9 Payments or the Individual Class Settlement Payment from this Settlement. Whether or not the
10 PAGA Settlement Group Members receive any payment, this Agreement shall be binding upon
11 them.

12 (e) Class Representative Service Award. Plaintiffs shall have the right to request
13 approval of a Class Representative Service Award of up to \$5,000 each, \$10,000 total, in
14 exchange for the Released Claims and a General Release and for their time and effort in bringing
15 and prosecuting this matter. Defendants agree not to oppose or object to any application or
16 motion by Plaintiffs for a Class Representative Service Award of up to \$5,000 each, \$10,000
17 total. The Class Representative Service Award shall be paid to Plaintiffs from the Gross
18 Settlement Fund no later than fourteen (14) calendar days after Defendants provide funds to the
19 Settlement Administrator for disbursement under this Agreement. Any portion of the requested
20 Class Representative Service Award that is not awarded to the Class Representative shall be part
21 of the Net Class Settlement Amount and shall be distributed to Settlement Class Members as
22 provided in this Agreement. The Settlement Administrator shall issue an IRS Form 1099 —
23 MISC to Plaintiffs for their Class Representative Service Award. Plaintiffs shall be solely and
24 legally responsible to pay any and all applicable taxes on their Class Representative Service
25 Award and shall hold harmless Defendants from any claim or liability for taxes, penalties, or
26 interest arising as a result of the Class Representative Service Awards. The Class Representative
27 Service Awards shall be in addition to the Plaintiffs' Individual Settlement Payments as a
28 Settlement Class Member. In the event that the Court reduces or does not approve the requested

1 Class Representative Service Awards, Plaintiffs shall not have the right to revoke the Settlement,
2 and it will remain binding.

3 (f) Class Counsel Award. Defendants agree not to oppose or object to any application
4 or motion by Class Counsel for attorneys' fees not to exceed one third (33 and 1/3%) of the Gross
5 Settlement Fund (\$91,666.67 out of \$275,000) and for costs not to exceed Sixteen Thousand
6 Dollars and no cents (\$16,000) from the Gross Settlement Fund. Any portion of the requested
7 Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Class
8 Settlement Amount and shall be distributed to Settlement Class Members as provided in this
9 Agreement. The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement
10 Fund no later than fourteen (14) calendar days after Defendants provide funds to the Settlement
11 Administrator for disbursement under this Agreement. Class Counsel shall be solely and legally
12 responsible to pay all applicable taxes on the payment made pursuant to this paragraph. The
13 Settlement Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the
14 payments made pursuant to this paragraph. In the event that the Court reduces or does not
15 approve the requested Class Counsel Award, Plaintiffs and Class Counsel shall not have the right
16 to revoke the Settlement, or to appeal such order, and the Settlement will remain binding.

17 (g) Settlement Administration Costs. The Settlement Administrator shall be paid for
18 the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of
19 such costs of administration for the disbursement of the Gross Settlement Fund is approximately
20 \$10,000. No fewer than twenty-one (21) days prior to the Final Approval Hearing, the Settlement
21 Administrator shall provide the Parties with a statement detailing the costs of administration of
22 this Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs
23 no later than fourteen (14) calendar days after Defendants provide funds to the Settlement
24 Administrator for disbursement under this Agreement. The Settlement Administrator, on
25 Defendants' behalf, shall have the authority and obligation to make payments, credits and
26 disbursements, including payments and credits in the manner set forth herein, to Settlement Class
27 Members calculated in accordance with the methodology set out in this Agreement and orders of
28 the Court.

1 (i) The Parties agree to cooperate in the Settlement administration process and to
2 make all reasonable efforts to control and minimize the cost and expenses incurred in
3 administration of the Settlement. The Parties each represent they do not have any financial
4 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
5 Administrator that could create a conflict of interest.

6 (ii) The Settlement Administrator shall be responsible for: processing and mailing
7 payments to the Plaintiff, Class Counsel, Settlement Class Members, and PAGA Settlement
8 Group Members; printing, translating and mailing the Notice Packets and postcards to the
9 Settlement Class Members as directed by the Court; receiving and reporting the requests for
10 exclusion submitted by Settlement Class Members; deducting taxes from Individual Settlement
11 Payments and distributing tax forms; processing and mailing tax payments to the appropriate state
12 and federal taxing authorities; providing declaration(s) as necessary in support of preliminary
13 and/or final approval of this Settlement; and other tasks as the Parties mutually agree or the Court
14 orders the Settlement Administrator to perform. The Settlement Administrator shall keep the
15 Parties timely apprised of the performance of all Settlement Administrator responsibilities. No
16 later than fifteen (15) calendar days after the Response Deadline, the Settlement Administrator
17 shall provide counsel for the Parties, without disclosing the information to Plaintiffs or
18 Defendants, with a final accounting of the Gross Settlement Fund and report the amount of all
19 payments to be made to each Settlement Class Member and PAGA Settlement Group Member by
20 employee number.

21 (h) Notice of Final Judgment. Any payment provided to Class Members and/or PAGA
22 Settlement Group Members under this Settlement shall be accompanied by a notice noting the
23 payment is being made pursuant to the Settlement in this Action and that Final Judgment can be
24 found Class Counsel's website (listing the specific URL at which the Final Judgment) or from the
25 Court.

26 18. Option to Terminate Settlement. If, after the Response Deadline and before the
27 Final Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely
28 and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all

1 Class Members, Defendants shall have, in its sole discretion, the option to terminate this
2 Settlement. If Defendants exercise the option to terminate this Settlement, Defendants shall: (a)
3 provide written notice to Class Counsel within fifteen (15) calendar days after the Response
4 Deadline and (b) pay all Settlement Administration Costs incurred up to the date or as a result of
5 the termination; and the Parties shall proceed in all respects as if this Agreement had not been
6 executed.

7 19. Preliminary Approval of Settlement. Upon execution of this Agreement, Plaintiffs
8 shall file a motion for preliminary approval by the Court of the settlement hereunder
9 (“Preliminary Approval Motion”) including the approval of the following:

- 10 a. Preliminarily approving the proposed Settlement and this Agreement;
- 11 b. Certifying this action under section 382 of the California Code of Civil Procedure
12 and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of
13 settlement only with respect to the proposed Settlement Class;
- 14 c. Preliminarily approving the appointment of Plaintiffs as representatives of the
15 Class for settlement purposes;
- 16 d. Filing the First Amended Complaint for purposes of settlement only;
- 17 e. Preliminarily approving the appointment of Class Counsel as counsel for the
18 Class;
- 19 f. Appointing and approving Simpluris Inc. or such other administrator as chosen by
20 the Parties and approved by the Court, to administer the claims and Individual Settlement
21 Payment procedures required by this Agreement;
- 22 g. Approving the form of the Class Notice, and requiring that each be sent to
23 Settlement Class Members;
- 24 h. Approving the Notice Plan;
- 25 i. Preliminarily approving Class Counsel’s request for attorneys’ fees and costs
26 subject to final review by the Court;
- 27 j. Preliminarily approving estimated cost of administration payable to the Settlement
28 Administrator;

- 1 k. Preliminarily approving Plaintiffs' enhancement awards;
- 2 l. Scheduling the Final Settlement Hearing for consideration of class certification for
- 3 settlement purposes only and final approval of this Agreement;
- 4 m. Approving the procedure for Class Members to opt out of the Settlement and
- 5 setting a date after which no Class Members shall be allowed to submit requests to opt out; and
- 6 n. Approving the procedure for Class Members to object to the Settlement.

7 Defendants shall not oppose Class Counsel's Preliminary Approval Motion so long as the

8 motion and supporting papers are consistent with the terms of this Agreement. Class Counsel

9 shall provide Defendants with a reasonable opportunity to review, and provide comments on, the

10 motion for preliminary approval of the Settlement before the motion and supporting papers are

11 filed with the Court. Notwithstanding the foregoing, Defendants may, without opposing the

12 motion for preliminary approval, advise the Court if Defendants disagree with any of the factual

13 statements included by Plaintiffs in the motion and supporting papers.

14 20. Final Settlement Approval Hearing and Entry of Final Judgment. Plaintiffs will

15 request, and Defendants will concur in said request, that the Court enter, after the Final

16 Approval/Settlement Fairness Hearing, a Final Order and Final Judgment drafted by Plaintiffs in

17 a form that is consistent with this Agreement and subject to prior review and approval by

18 Defendants. Plaintiffs will request that the Final Order and Final Judgment find that this

19 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of

20 the Class; permanently enjoin all Settlement Class Members from pursuing, or seeking to reopen,

21 Released Claims against the Released Parties; and require the Parties to carry out the provisions

22 of this Agreement. The Final Approval/Settlement Fairness Hearing shall also be conducted to

23 determine the amount properly payable for (i) the Class Counsel Award, (ii) the Class

24 Representative Service Award, (iii) Individual Settlement Payments, (iv) the LWDA Payment,

25 and (v) the Settlement Administration Costs. After granting Final Approval, the Court shall

26 retain jurisdiction over the Parties to enforce the terms of the judgment.

27 21. Nullification of Agreement. In the event: (i) the Court does not grant preliminary

28 approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final

1 judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
2 either party shall have the right (upon seven (7) calendar days' written notice) to declare this
3 Settlement Agreement null and void and any order or judgment entered by the Court in
4 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
5 Parties and any funds to be awarded under this Settlement shall be returned to their respective
6 statuses as of the date and time immediately prior to the execution of this Agreement, and the
7 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
8 costs already incurred by the Settlement Administrator shall be paid by equal apportionment
9 among the Parties. All evidence relating to the Agreement and all negotiations shall not be
10 admissible or discoverable in the Action or otherwise.

11 22. No Undue Publicity. Neither the Plaintiffs nor Class Counsel shall publicize, or
12 cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this
13 settlement or its terms, on Class Counsel's website or any social media platform. Class Counsel
14 will be permitted to refer to this settlement in a pleading submitted to a court solely for purposes
15 of establishing their adequacy as counsel in representative actions or in individual attorney
16 resumes so long as the pleading or resume is not posted on Class Counsels' website or any social
17 media platform.

18 23. No Effect on Employee Benefits. Amounts paid to Plaintiffs or other Settlement
19 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and
20 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits
21 (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiffs or Settlement Class Members.
22 The payments made pursuant to this settlement shall not have any effect on the eligibility or
23 calculation of any employee benefits provided by Defendants or any benefits plan. The parties
24 agree these payments do not represent any modification of any employee's previously-credited
25 hours of service or other eligibility criteria under any employee pension benefit plan, employee
26 welfare benefit plan, or other program or policy. These payments also will not be considered
27 wages, compensation, or annual earnings for benefits in any year for purposes of determining
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1 eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare
2 benefit plan or other program or policy.

3 24. No Admission By the Parties. Defendants deny any and all claims alleged in this
4 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission,
5 and shall not be used against Defendants as an admission or indication with respect to any claim
6 of any fault, concession or omission by Defendants.

7 25. Exhibits and Headings. The terms of this Agreement include the terms set forth in
8 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
9 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings
10 of any paragraphs or sections of this Agreement are inserted for convenience of reference only
11 and do not constitute a part of this Agreement.

12 26. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
13 Action, except such proceedings necessary to implement and complete the Settlement, pending
14 the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

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

17 28. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
18 Agreement among these Parties, and no oral or written representations, warranties or inducements
19 have been made to any Party concerning this Agreement or its Exhibits other than the
20 representations, warranties and covenants contained and memorialized in the Agreement and its
21 Exhibits,

22 29. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
23 and represent they are expressly authorized by the Parties whom they represent to negotiate this
24 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
25 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
26 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
27 other and use their best efforts to effect the implementation of the Settlement. The persons
28 signing this Agreement on behalf of Defendants represent and warrant that they are authorized to

1 sign this Agreement on behalf of Defendants. Named Plaintiffs represent and warrant that they
2 have \not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer
3 or encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
4 action or rights released or discharged except as may be set forth herein.

5 30. Motions for Preliminary and Final Approval. The Parties and their counsel will
6 cooperate with each other and use their best efforts to effect the Court's approval of the Motions
7 for Preliminary and Final Approval.

8 31. Binding on Successors and Assigns. This Agreement shall be binding on, and
9 shall inure to the benefit of, the Parties and their respective successors, assigns, executors,
10 administrators, heirs, and legal representatives.

11 32. California Law Governs. All terms of this Agreement and the Exhibit(s) hereto
12 and any disputes arising hereunder shall be governed by and interpreted according to the laws of
13 the State of California.

14 33. Counterparts. This Agreement may be executed in one or more counterparts. All
15 executed counterparts and each of them shall be deemed to be one and the same instrument
16 provided that counsel for the Parties to this Agreement shall exchange among themselves copies
17 or originals of the signed counterparts.

18 34. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
19 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
20 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
21 present and potential.

22 35. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
23 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
24 and all orders and judgments entered in connection therewith, and the Parties and their counsel
25 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and
26 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
27 connection therewith.

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

37. Waiver of Certain Appeals. If this Agreement is approved by the Court and judgment entered as provided herein, the Parties agree to waive any right to appeal from the judgment.

38. Termination of Litigation Hold. The parties agree that any litigation hold concerning this action may expire on the 180th day after the Effective Date.

IT IS SO STIPULATED.

SOMMERS SCHWARTZ, PC

Dated: June 2, 2021

By: Rod M. Johnston
Rod M. Johnston, Esq.
Trenton R. Kashima, Esq.

Attorneys for Plaintiffs Simin Borjkhani and Eva
Lopez Acevedo

SEYFARTH SHAW LLP

Dated: _____, 2021

By: _____
Daniel Whang
Attorneys for Defendant Randstad Professionals
US, LLC dba Randstad SourceRight and previously
known as HR Solutions of Delaware, LLC

SEYFARTH SHAW LLP

Dated: May 19, 2021

By: 
Daniel Whang
Attorneys for Defendant Randstad Professionals
US, LLC dba Randstad SourceRight and previously
known as HR Solutions of Delaware, LLC

BURKE, WILLIAMS & SORESENSEN, LLP

Dated: _____, 2021

By _____
Keiko J. Kojima, Attorney for Defendant
PARLUX FRAGRANCES, LLC

Dated: _____, 2021

By _____
Simin Borjkhani
Plaintiff

Dated: _____, 2020

By _____
Eva Lopez Acevedo
Plaintiff

Dated: _____, 2021

PARLUX FRAGRANCES, LLC.

By [name]

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Dated: May 24, 2021
_____, ~~2020~~

By Keiko J. Kojima
Keiko J. Kojima, Attorney for Defendant
PARLUX FRAGRANCES, LLC

Dated: _____, 2020

By _____
Simin Borjkhani
Plaintiff

Dated: _____, 2020

By _____
Eva Lopez Acevedo
Plaintiff

PARLUX FRAGRANCES, LLC.

Dated: May 21, ²⁰²¹~~2020~~

By Michael W. Katz
Michael W. Katz
Chief Executive Officer

Dated: _____, 2020

RANDSTAD PROFESSIONALS US, LLC.

By [name]

[Title]

BURKE, WILLIAMS & SORESENSEN, LLP

Dated: _____, 2021

By _____
Keiko J. Kojima, Attorney for Defendant
PARLUX FRAGRANCES, LLC

Dated: 05/17/2021, 2021

By Simin Borjkhani
Simin Borjkhani
Plaintiff

Dated: _____, 2021

By _____
Eva Lopez Acevedo
Plaintiff

Dated: _____, 2021

PARLUX FRAGRANCES, LLC.

By [name]

[Title]

BURKE, WILLIAMS & SORESENSEN, LLP

Dated: _____, 2021

By _____
Keiko J. Kojima, Attorney for Defendant
PARLUX FRAGRANCES, LLC

Dated: _____, 2021

By _____
Simin Borjkhani
Plaintiff

Dated: 05/24/2021, 2021

By Eva Lopez
Eva Lopez Acevedo
Plaintiff

Dated: _____, 2021

PARLUX FRAGRANCES, LLC.

By [name]

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Dated: May 19, 2021

RANDSTAD PROFESSIONALS US, LLC.



By Windy R. Catino

General Counsel & SVP