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Attorneys for Defendant
MARCOLIN USA EYEWEAR, CORP.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

VALERIE ALMEIDA, individually, and as a
representative of other aggrieved
employees,

Plaintiff,

v.

MARCOLIN USA EYEWEAR, CORP. a
New Jersey Corporation, and DOES 1 through
250.
inclusive,

Defendants.

Case No. 37-2022-00042062-CU-OE-CTL

ASSIGNED TO: KENNETH J. MEDEL,
DEPT. 66

**JOINT STIPULATION OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT AND RELEASE**

IT IS HEREBY STIPULATED, by and between Valerie Almeida ("Plaintiff") individually
and on behalf of all others similarly situated, on the one hand, and Defendant Marcolin USA Eyewear,
Corp. ("Defendant") on the other hand, and subject to the approval of the Court, that the claims alleged
in the Action are hereby compromised and settled pursuant to the terms and conditions set forth in this

1 Stipulation of Class and Representative Action Settlement and Release (“Stipulation”) and that the
2 Court shall make and enter judgment subject to the definitions, recitals, and terms set forth herein,
3 which by this reference become an integral part of this Stipulation.

4 DEFINITIONS

5 1. “Action” means the putative class and representative action entitled *Valerie Almeida v.*
6 *Marcolin USA Eyewear, Corp.*, San Diego County Superior Court Case No. 37-2022-00042062-CU-
7 OE-CTL.

8 2. “Aggrieved Employees” means all individuals who worked for Defendant in California
9 as sales representatives and consultants at any time during the period from July 20, 2020, through
10 preliminary approval.

11 3. “Attorneys’ Fees and Expenses” means reasonable attorneys’ fees for Class Counsel’s
12 litigation and resolution of this Action (not to exceed one-fourth of the Maximum Settlement Amount),
13 and Class Counsel’s expenses and costs reasonably incurred in connection with this Action.

14 4. “Class Counsel” means Brent S. Buchsbaum of Law Offices of Buchsbaum & Haag,
15 LLP.

16 5. “Class Information” means information regarding Class Members and Aggrieved
17 Employees that Defendant shall in good faith compile from their records and shall be authorized by
18 the Court to transmit in a secured manner to the Settlement Administrator. Class Information shall be
19 transmitted in electronic form and shall include each Class Member and Aggrieved Employee’s full
20 name; last known address; Social Security number; and beginning and end dates of employment.

21 6. “Class Members” means all individuals who worked for Defendant as sales
22 representatives and consultants in California at any time during the period from February 7, 2018,
23 through the date of the Preliminary Approval Order and who did not release his or her claims prior to
24 the date of the Preliminary Approval Order.

25 7. “Class Notice” means the Notice of Class and Representative Action Settlement,
26 substantially in the form attached hereto as **Exhibit 1**, which shall be subject to Court approval and
27 which the Settlement Administrator shall mail to each Class Member explaining the terms of this
28 Stipulation and the Settlement.

1 8. “Class Period” means the period from February 7, 2018, through the date of the
2 Preliminary Approval Order.

3 9. “Class Representative Service Award” means the amounts the Court authorizes to be
4 paid to Plaintiff, in addition to Plaintiff’s Individual Settlement Payment, in recognition of Plaintiff’s
5 efforts and risks in prosecuting the Action.

6 10. “Compensable Workweeks” means the total number of weeks during which a Class
7 Member or Aggrieved Employee performed at least one day of work during a workweek during the
8 Class Period and/or PAGA Period. Only the number of workweeks or pay periods worked as a sales
9 consultant will be included. For a Class Member, the total number of weeks is based on the hire date,
10 transfer date, and termination dates from Defendant and Defendant’s payroll records during the Class
11 Period. For an Aggrieved Employee, the total number of weeks is based on the number of pay periods
12 in Defendant’s payroll data during the PAGA Period. Defendant shall provide beginning and end
13 dates of employment for the Settlement Administrator to determine for each PAGA Member the
14 number of Pay Periods, if any, worked during the PAGA Period in California based on its business
15 and payroll records. The Administrator shall tabulate the aggregate number of Pay Periods and divide
16 the remaining 25% of the PAGA Penalties, *i.e.*, \$5,000, by the aggregate number of Pay Periods to
17 arrive at the Pay Period Rate. Leaves of absences, vacation, weeks of sick pay, workers’
18 compensation, holiday shut down, or periods of furlough, and similar times of employment during
19 which no work was performed are excluded. For calculation purposes, a partial workweek shall be
20 considered the same as a full workweek so long as the employee worked at least one day during the
21 full or partial workweek.

22 11. “Defendant” means Marcolin USA Eyewear, Corp.

23 12. “Defense Counsel” means Rebecca Aragon and Karimah J. Lamar of Littler
24 Mendelson, P.C.

25 13. “Effective Date” means the date this settlement is approved as provided herein and the
26 Court’s order granting approval and entry of Final Judgment becomes final and is no longer
27 appealable. For purposes of this Settlement, “becomes final and is no longer appealable,” shall mean
28 upon the later of: (i) the day after the last date by which a notice of appeal to the applicable Court of

1 Appeal of the order and judgment approving this settlement may be timely filed and none is filed; (ii)
2 if an appeal is filed, and the appeal is finally disposed of by ruling, dismissal, denial or otherwise, the
3 day after the last date for filing a request for further review of the order and judgment approving this
4 settlement passes, and no further review is requested; or (iii) if an appeal is filed and there is a final
5 disposition by ruling, dismissal, denial, or otherwise by the Court of Appeal, and further review of the
6 order and judgment approving this settlement is requested, the day after the review is finally dismissed
7 or denied with prejudice and/or no further review of the judgment or order can be requested.

8 14. "Employer's Share of Payroll Taxes" means Defendant's portion of payroll taxes,
9 including, but not limited to FICA and FUTA, on the portion of the Individual Settlement Payments
10 that constitutes wages. The Employer's Share of Payroll Taxes shall be submitted by Defendant to
11 the Settlement Administrator in addition to the Maximum Settlement Amount.

12 15. "Final Approval Hearing" means the hearing to be conducted by the Court after the
13 filing of an appropriate motion by Plaintiff and following appropriate notice to Class Members giving
14 Class Members an opportunity to request exclusion from the class and Settlement and to object to the
15 Settlement, at which time Plaintiff shall request that the Court finally approve the Settlement, enter
16 the Judgment, and take other appropriate action.

17 16. "Individual Settlement Payment" means the amount payable from the Net Settlement
18 Amount to each Settlement Class Member and Aggrieved Employee.

19 17. "Information Sheet" means the form that shall be prepared by the Settlement
20 Administrator and sent to each Class Member that sets forth the total number of Compensable
21 Workweeks and the estimated Individual Settlement Payment for the Class Member, substantially in
22 the form attached hereto as **Exhibit 2**.

23 18. "Judgment" means the judgment to be entered by the Court upon granting final
24 approval of the Settlement and this Stipulation as binding upon the Parties and Settlement Class
25 Members.

26 19. "LWDA" means the California Labor and Workforce Development Agency.

27 20. "Maximum Settlement Amount" means the maximum amount Defendant shall have to
28 pay in connection with this Settlement, by way of a common fund, which shall be inclusive (without

1 limitation) of all Individual Settlement Payments to Settlement Class Members and/or Aggrieved
2 Employees, the Attorneys' Fees and Expenses, the Class Representative Service Award, Settlement
3 Administration Costs, and the PAGA Payment. The Maximum Settlement Amount shall exclude the
4 Employer's Share of Payroll Taxes. The Maximum Settlement Amount that Defendant shall be
5 required to pay is Two Hundred Ten Thousand Dollars and Zero Cents (\$210,000.00).

6 21. "Net Settlement Amount" means the Maximum Settlement Amount, less the
7 Attorneys' Fees and Expenses, the Class Representative Service Award, Settlement Administration
8 Costs, and the PAGA Payment.

9 22. "Notice of Objection" means a Class Member's written objection to the Settlement.

10 23. "Notice Packet" means the packet of documents which shall be mailed to all Class
11 Members by the Settlement Administrator, including the Class Notice and Information Sheet.

12 24. "PAGA" means the California Private Attorneys General Act of 2004, California Labor
13 Code sections 2698, *et seq.*

14 25. "PAGA Payment" means the amount payable from the Maximum Settlement Amount
15 to resolve the PAGA claim alleged in the Action, of which seventy-five percent (75%) shall be paid
16 to the LWDA and twenty-five percent (25%) shall be paid to Aggrieved Employees. The PAGA
17 Payment shall be Ten Thousand Dollars (\$10,000.00).

18 26. "PAGA Period" means the period from July 20, 2020, through the date of the
19 Preliminary Approval Order.

20 27. "Parties" means Plaintiff and Defendant.

21 28. "Plaintiff" means plaintiff Valerie Almeida.

22 29. "Preliminary Approval Order" means the order to be issued by the Court approving and
23 authorizing the mailing of the Notice Packet by the Settlement Administrator, setting the date of the
24 Final Approval Hearing, and granting preliminary approval of the Settlement set forth in this
25 Stipulation, among other things.

26 30. "Released Parties" means Defendant and its insurers, parents, subsidiaries, affiliated
27 companies, charitable organizations, partners, trustees, directors, officers, agents, attorneys, servants,
28 and employees, past and present, and each of them.

3 32. “Response Deadline” means the date forty-five (45) calendar days after the Settlement
4 Administrator mails the Notice Packets to Class Members and the last date on which Class Members
5 may submit a Request for Exclusion, Notice of Objection, or dispute regarding the number of
6 Compensable Workweeks stated on their respective Information Sheet.

7 33. “Settlement” means the final and complete disposition of the Action pursuant to this
8 Stipulation.

34. "Settlement Administration Costs" means the reasonable costs and fees of administering the Settlement to be paid from the Maximum Settlement Amount, including, but not limited to: (i) printing, mailing, and re-mailing (if necessary) of Notice Packets to Class Members; (ii) preparing and submitting to Settlement Class Members and/or Aggrieved Employees and government entities all appropriate tax filings and forms; (iii) computing the amount of and distributing: Individual Settlement Payments, the Class Representative Service Award, the Attorneys' Fees and Expenses, and the PAGA Payment to the LWDA; (iv) processing and validating Requests for Exclusion and Notices of Objection; (v) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; and (vi) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by law in connection with the payments required by the Settlement.

20 35. “Settlement Administrator” means Simpluris or another mutually agreeable reputable
21 company.

36. “Settlement Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Request for Exclusion.

24 **RECITALS**

25 37. Procedural History. On September 9, 2021, Plaintiff sent correspondence to Defendant
26 detailing alleged wage and hour violations and her intention to pursue class and PAGA claims. On
27 October 21, 2021, she sent a demand letter alleging the same and making a demand. From October 21,
28 2021, the Parties exchanged documents and information to evaluate the allegations, engaged in arms-

length settlement negotiations, and reached a settlement on July 1, 2022. A Memorandum of Understanding (“MOU”) was fully executed on August 31, 2022. On October 19, 2022, Plaintiff filed a lawsuit against Defendant in San Diego County Superior Court, alleging the following class claims: (1) Violation of Labor Code sections 510, 1194, and 1198 (Unpaid Overtime and Minimum Wages); (2) Violation of California Labor Code sections 226 and 1174 (Non-compliant Wage Statements); (3) Violation of California Labor Code sections 201-203 (Failure to Pay All Wages and on a Timely Basis); (4) Violation of Labor Code section 2802 (Unreimbursed Business Expenses); (5) Violation of Labor Code section 1194 (Minimum Wage Violations); (6) Violation of California Labor Code sections 226.7 and 512 (Failure to Provide Meal and Rest Periods); (7) Violation of California Business & Professions Code sections 17200, et seq.; and (8) Violation of PAGA, Labor Code sections 2698 et seq.

38. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class Counsel recognize the expense and length of continued proceedings necessary to litigate Plaintiff’s claims in the Action through trial and through any possible appeals. Plaintiff also has considered the uncertainty and risks of the outcome of further litigation, and the difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability for the claims asserted in the Action, both generally and in response to Defendant’s defenses thereto, and the difficulties in establishing damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel also have considered Defendant’s agreement to enter a settlement that confers substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this Stipulation is fair, adequate, and reasonable and is in the best interests of all Class Members.

39. Defendant’s Reasons for Settlement. Defendant has concluded that any further defense of the Action would be protracted and expensive for all Parties. Substantial amounts of Defendant’s time, energy, and resources have been, and unless this Settlement is completed, shall continue to be, devoted to the defense of the claims asserted by Plaintiff. Defendant also has considered the risks of further litigation in reaching its decision to enter this Settlement. Even though Defendant contends it is not liable for any of the claims alleged by Plaintiff in the Action, Defendant has agreed, nonetheless,

1 to settle in the manner and upon the terms set forth in this Stipulation and to put to rest the claims
2 alleged in this Action. Defendant has asserted and continues to assert that the claims alleged by
3 Plaintiff have no merit and do not give rise to any liability, damages, restitution, penalties, or other
4 payments. This Stipulation is a compromise of disputed claims. Nothing contained in this Stipulation,
5 no documents referred to herein, and no action taken to carry out this Stipulation, shall be construed
6 or used as an admission by or against Defendant as to the merits or lack thereof of the claims asserted
7 in the Action. Defendant contends that it has complied with all applicable state, federal, and local
8 laws.

9 **TERMS OF SETTLEMENT**

10 40. NOW THEREFORE, in consideration of the mutual covenants, promises, and
11 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

12 41. Binding Settlement. This Settlement shall bind the Parties and all Settlement Class
13 Members and Aggrieved Employees, subject to the terms and conditions hereof and the Court's
14 approval.

15 42. Tax Liability. The Parties make no representations as to the tax treatment or legal effect
16 of the payments specified herein, and Class Members are not relying on any statement or
17 representation by the Parties, Class Counsel, or Defense Counsel in this regard. Plaintiff, Class
18 Members, and Class Counsel understand and agree that Class Members shall be responsible for the
19 payment of all taxes and penalties assessed on the payments specified herein, and shall hold the Parties,
20 Class Counsel, and Defense Counsel free and harmless from and against any claims resulting from
21 treatment of such payments as non-taxable, including the treatment of such payments as not subject to
22 withholding or deduction for payroll and employment taxes.

23 43. Circular 230 Disclaimer. The Parties acknowledge and agree that (1) no provision of
24 this Stipulation, and no written communication or disclosure between or among the Parties, Class
25 Counsel, or Defense Counsel and other advisers, is or was intended to be, nor shall any such
26 communication or disclosure constitute or be construed or be relied upon as, tax advice within the
27 meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the
28 acknowledging party (a) has relied exclusively upon his, her, or its own, independent legal and tax

1 counsel for advice (including tax advice) in connection with this Stipulation, (b) has not entered into
2 this Stipulation based upon the recommendation of any other party or any attorney or advisor to any
3 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
4 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging party;
5 and (3) no attorney or adviser to any other party has imposed any limitation that protects the
6 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such limitation
7 is legally binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of
8 any transaction, including any transaction contemplated by this Stipulation.

9 44. Preliminary Approval of Settlement. Plaintiff shall move the Court to enter the
10 Preliminary Approval Order, thereby provisionally certifying the class for settlement purposes only
11 and setting a Final Approval Hearing date. Plaintiff shall make a good-faith effort to file the motion
12 for preliminary approval thirty (30) business days after the Parties execute the Stipulation and schedule
13 the motion for preliminary approval for hearing on a date mutually agreed upon by the Parties.
14 Plaintiff's counsel will provide counsel for Defendant with a draft of the motion for preliminary
15 approval at least seven (7) business days before it is filed with the Court for Defendant's review and
16 input. The Parties agree to work diligently and cooperatively to have this Settlement presented to the
17 Court for preliminary approval. The Preliminary Approval Order shall provide for, among other
18 things, the Notice Packet to be sent to Class Members as specified herein. The Parties agree that
19 provisional certification of the class is for settlement purposes only and is in no way an admission by
20 Defendant in the Action or in any other proceeding that class certification is proper.

21 45. Release of Claims.

22 a. Settlement Class Members' Released Claims. Upon entry of final judgment by
23 the Court, and in consideration for the Settlement Amount, Plaintiff and all Class Members who have
24 not timely opted out of the settlement shall release Defendant and the Released Parties (defined above)
25 of all claims, demands, rights, liabilities, and/or causes of action of any nature and discretion
26 whatsoever, known or unknown, in law or in equity, whether or not concealed or hidden, that have
27 been asserted or that might have been asserted, arising during the period from and including
28 February 7, 2018, through the date of preliminary approval and which were alleged or could have been

1 alleged based upon the facts asserted in the Action for: unpaid wages (including premiums) or other
2 compensation allegedly owed, or for damages, penalties (including without limitation waiting time
3 penalties under Labor Code section 203), restitution, interest, liquidated damages, attorneys' fees, or
4 costs, or any other recovery based on or arising out of the claims and allegations alleged in the Action
5 Pursuant to California Code of Civil Procedure section 382 or Federal Rule of Civil Procedure, Rule
6 23, including under the California Labor Code and corresponding provisions of Wage Orders,
7 including but not limited to claims for: (1) Failure to Pay Wages Including Overtime and Minimum
8 Wages as Required by Labor Code sections 510, 1194, and 1198; (2) Failure to Provide Accurate
9 Itemized Wage Statements as Required by Labor Code sections 226 and 1174; (3) Failure to Pay All
10 Wages and on a Timely Basis as Required by Labor Code sections 201-203; (4) Violation of Labor
11 Code section 2802 (Unreimbursed Business Expenses); (5) Violation of Labor Code section 1194
12 (Minimum Wage Violations); (6) Violation of California Labor Code sections 226.7 and 512 (Failure
13 to Provide Meal and Rest Periods); (7) Violation of California Business & Professions Code sections
14 17200, et seq.; (8) Violation of PAGA, Labor Code sections 2698 et seq.; and (9) any and all
15 corresponding claims that could have been brought under California or federal law relating to the
16 claims and/or facts alleged in the complaint including under the Fair Labor Standards Act (FLSA) that
17 might have occurred during the Class Period based on facts and claims alleged in the complaint,
18 including claims for failure to pay wages (including overtime or premium wages) due to time worked
19 but not recorded, or regular rate violations to include premium pay of night shift premiums, other
20 premiums, and any bonus payments during the class period. It is the intent of the Parties that the
21 judgment entered by the Court upon final approval of the Settlement shall have *res judicata* effect and
22 be final and binding upon Plaintiff and all Class Members who have not expressly opted out of the
23 settlement.

24 b. Aggrieved Employees' Released Claims. In addition to the release set forth in
25 Paragraph 45.a above, upon the Effective Date, all Aggrieved Employees shall be deemed to have
26 released the Released Parties of all claims, demands, rights, liabilities, and/or causes of action of any
27 nature and discretion whatsoever, known or unknown, in law or in equity, whether or not concealed
28 or hidden, that have been asserted or that might have been asserted in the complaint based upon the

1 facts alleged therein and/or Plaintiff's PAGA claim notice to the LWDA dated July 20, 2021, arising
2 during the period from and including July 20, 2020, through preliminary approval, whichever occurs
3 first, for claims under the PAGA, Labor Code sections 2699 *et seq.*, regardless of whether they opt-
4 out of the Class Settlement. The scope of the release of the PAGA Claim will be determined by, and
5 is inclusive of, all violations stated in Plaintiff's Notice to the LWDA and Action.

6 c. Plaintiff Released Claims.

7 i. Except as provided in Paragraph 45.c.ii below, upon the Effective Date,
8 Plaintiff individually and on her own behalf releases the Released Parties from any and all charges,
9 complaints, claims, causes of action, demands, disputes, damages, business expenses, attorneys' fees,
10 costs, losses and liabilities of any kind or nature whatsoever, known or unknown, suspected or
11 unsuspected, which Plaintiff, at any time heretofore, had or claimed to have or Plaintiff may have,
12 including but not limited to any and all claims arising out of, relating to or resulting from her
13 employment with and/or separation of employment with Released Parties, including any claims arising
14 under any federal, state or local law, statute, ordinance, rule or regulation or Executive Order relating
15 to employment, including, but in no way limited to, any claim under Title VII of the Civil Rights Act
16 of 1964, as amended ("Title VII"), 42 U.S.C. section 1981; the Americans with Disabilities Act
17 ("ADA"); the Family and Medical Leave Act ("FMLA"); the Employee Retirement Income Security
18 Act ("ERISA"); the California Family Rights Act ("CFRA"); the California Fair Employment and
19 Housing Act ("FEHA"); all claims for wages or penalties under the California Labor Code; Business
20 Professions Code sections 17200 *et seq.*; all laws relating to violation of public policy, retaliation, or
21 interference with legal rights; any and all other employment or discrimination laws; whistleblower
22 claims; any tort, fraud or constitutional claims; and any breach of contract claims or claims of
23 promissory estoppel. It is agreed that this is a general release and is to be broadly construed as a
24 release of all claims; provided that, notwithstanding the foregoing, this paragraph expressly does not
25 include a release of any claims that cannot be released hereunder by law, including any claim for
26 indemnification pursuant to California Labor Code section 2802. Plaintiff hereby warrants that she is
27 not aware of any business expenses incurred by her during her employment with Defendant, which is
28 not the subject of her Complaint and for which she has not been fully reimbursed, other than those

1 which serve as the basis for her class claim and for which she will be compensated through the
2 settlement. If a claim is not subject to release, to the extent permitted by law, Plaintiff waives any
3 right or ability to be a class or collective action representative or to otherwise participate in any
4 putative or certified class, collective or multi-party action or proceeding based on such a claim in
5 which any Releasee is a party. However, the Equal Employment Opportunity Commission ("EEOC")
6 or other governmental agency cannot be barred from pursuing a claim on Plaintiff's behalf. Plaintiff
7 may participate in any agency investigation; or to make other disclosures that are protected under
8 whistleblower provisions of state or federal law or regulation. Plaintiff understands and agrees
9 however, to be waiving any right to recover any money in connection with such a charge or
10 investigation or disclosure. Employee is also waiving the right to recover any money in connection
11 with a charge filed by any other individual or by the EEOC or any other federal or state agency, except
12 that any right Plaintiff may have to receive a payment from a government agency (and not Defendant)
13 for information provided to the government agency or otherwise where prohibited. Plaintiff
14 understands and expressly agrees that this Agreement extends to claims that she has against Defendant,
15 of whatever nature and kind, known or unknown, suspected or unsuspected, vested or contingent, past,
16 present, or future, arising from or attributable to an incident or event, occurring in whole or in part, on
17 or before the Effective Date of this Agreement. Any and all rights granted under any state or federal
18 law or regulation limiting the effect of this Agreement, including the provisions of section 1542 of the
19 California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 reads as follows:

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 ii. Exclusion to Release. Paragraph 45.c.i above shall not apply to claims
27 alleged by Plaintiff in her individual capacity. This exclusion shall be narrowly construed to apply

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solely to the causes of action alleged in the complaint filed in San Diego County Superior Court, Case No. 37-2022-00042062-CU-OE-CTL.

46. Non-Admission of Liability. The Parties enter into this Settlement to resolve the dispute that has arisen between them and to avoid the burden, expense and risk of continued litigation. In entering into this Settlement, Defendant and the Released Parties do not admit, and specifically deny, that Defendant or any Released Parties violated any federal, state, or local law; violated any regulations or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal requirements; breached any contract; violated or breached any duty; engaged in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to their employees. Neither this Settlement Stipulation, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendant (or any Released Parties) of any such violations or failures to comply with any applicable law, or that class certification is proper under the standard applied to contested certification motions. The Parties stipulate and agree to the certification of the proposed class for settlement purposes only. The Parties further agree that this Stipulation shall not be admissible in this or any other proceeding as evidence that either (i) a class action should be certified or (ii) Defendant is liable to Plaintiff or any Class Member, other than to enforce the terms of this Stipulation.

47. Settlement Administration.

a. Within thirty (30) business days of entry of the Preliminary Approval Order, Defendant shall provide the Settlement Administrator with the Class Information for purposes of mailing the Notice Packets to Class Members.

i. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes. Within twenty (20) business days after receiving the Class Information from Defendant as provided herein, the Settlement Administrator shall mail copies of the Notice Packet to all Class Members via regular First Class U.S. Mail. The Settlement Administrator shall exercise its best judgment to determine the current mailing address for each Class Member. The

1 address identified by the Settlement Administrator as the current mailing address shall be presumed
2 to be the most current mailing address for each Class Member. The Parties agree that this procedure
3 for notice provides the best notice practicable to Class Members and fully complies with due process.

4 ii. Undeliverable Notice Packets. Any Notice Packet returned to the
5 Settlement Administrator as non-deliverable on or before the Response Deadline shall be re-mailed to
6 the forwarding address affixed thereto. If no forwarding address is provided, the Settlement
7 Administrator shall promptly attempt to determine a correct address by the use of skip-tracing, or other
8 type of automated search, using the name, address and/or Social Security number of the Class Member
9 involved, and shall then perform a re-mailing to the Class Member whose Notice Packet was returned
10 as non-deliverable, assuming another mailing address is identified by the Settlement Administrator.
11 If a Notice Packet is re-mailed to a Class Member less than ten (10) calendar days prior to the Response
12 Deadline, the Class Member shall have their Response Deadline extended by ten (10) calendar days
13 from the date the Settlement Administrator re-mails the Notice Packet. If these procedures are
14 followed, notice to Class Members shall be deemed to have been fully satisfied, and if the intended
15 recipient of the Notice Packet does not receive the Notice Packet, the intended recipient shall
16 nevertheless remain a Class Member and shall be bound by all terms of the Settlement and the
17 Judgment.

18 iii. Determination of Individual Settlement Payments. The Settlement
19 Administrator shall determine the eligibility for, and the amount of, each Individual Settlement
20 Payment under the terms of this Stipulation. The Settlement Administrator's determination of the
21 eligibility for and amount of each Individual Settlement Payment shall be binding upon the Class
22 Member and the Parties, yet subject to review by Class Counsel, Defense Counsel, and the Court. In
23 the absence of fraud or gross negligence, Defendant's records shall be presumed accurate.

24 iv. Duty to Protect Class Information. The Settlement Administrator shall
25 represent and warrant that it shall: (i) provide reasonable and appropriate administrative, physical and
26 technical safeguards for the Class Information that it receives from Defendant; (ii) not disclose the
27 Class Information to Class Counsel, Plaintiff, any party or third parties, including agents or
28 subcontractors, without Defendant's consent and keep the Class Information confidential; (iii) not

1 disclose or otherwise use the Class Information other than to carry out its duties as set forth herein;
2 and (iv) promptly provide Defendant with notice if it becomes aware that the Class Information
3 becomes subject to unauthorized access, use, or disclosure. Upon request by Defendant, the
4 Settlement Administrator shall provide all requested information, including but not limited to tax
5 reporting information, W-2 forms, or 1099 forms, to Defendant. Further upon request by Defendant
6 after the full administration of the Settlement Administrator's duties, the Settlement Administrator
7 will destroy all personal or contact information with respect to members of the class.

8 v. Disputed Compensable Workweek and/or Pay Period Information.

9 Class Members shall have an opportunity to dispute the information upon which their Individual
10 Settlement Payment will be calculated, which will be included in their Notice Packets. To the extent
11 Class Members dispute their employment dates, the number of Weeks Worked during the Class Period
12 or the number of Pay Periods, Class Members may produce evidence to the Settlement Administrator
13 showing that such information is inaccurate. The deadline to submit such a dispute is the Response
14 Deadline. The dispute must: (i) set forth the full name, address, telephone number and last four digits
15 of the social security number of the Class Member submitting the dispute; (ii) be signed by the Class
16 Member; (iii) clearly state the reason(s) that the Class Member disputes the information provided
17 contained in the Notice Packet; and (iv) be postmarked on or before the Response Deadline and
18 returned to the Settlement Administrator at the specified address. The Settlement Administrator shall
19 decide the dispute after providing Defendant an opportunity to respond. Defendant's records shall be
20 presumed correct, but the Settlement Administrator shall evaluate the evidence submitted by the Class
21 Member and shall make the final decision as to the merits of the dispute. All disputes shall be decided
22 within ten (10) business days of the Response Deadline.

23 vi. Disputes Regarding Administration of Settlement. Any dispute not
24 resolved by the Settlement Administrator concerning the administration of the Settlement shall be
25 resolved by the Court.

26 b. Exclusions. The Class Notice shall explain that Class Members who wish to
27 exclude themselves from the class and Settlement must submit a Request for Exclusion to the
28 Settlement Administrator by the Response Deadline. The Request for Exclusion must: (1) contain the

1 full name, address, and telephone number and last four digits of the social security number of the Class
2 Member requesting exclusion; (2) be signed by the Class Member; and (3) be postmarked on or before
3 the Response Deadline and returned to the Settlement Administrator at the specified address. Subject
4 to review by Class Counsel, Defense Counsel, and the Court, the date of the postmark on the return
5 mailing envelope on the Request for Exclusion shall be the exclusive means used by the Settlement
6 Administrator to determine whether a Class Member has timely requested exclusion from the class
7 and Settlement. Aggrieved Employees cannot exclude themselves or opt out of the release of claims
8 set forth in Paragraph 45.b. Except as otherwise provided regarding Aggrieved Employees in this
9 Stipulation, any Class Member who timely and properly requests to be excluded from the class and
10 Settlement shall not be entitled to any benefits under the Settlement and shall not be bound by the
11 terms of the Settlement nor shall the Class Member have any right to object to the Settlement or appeal
12 from the entry of the Judgment. Class Members who do not submit a valid and timely Request for
13 Exclusion on or before the Response Deadline shall be bound by all terms of the Settlement and the
14 Judgment entered in this Action if the Settlement is finally approved by the Court. No later than
15 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide counsel
16 for the Parties a complete list of all Class Members who submitted a timely and valid Request for
17 Exclusion. The Settlement Administrator shall contact (once, by phone and mail) all Class Members
18 whose requests for exclusion are timely postmarked but do not meet requirements of (1) and (2) above,
19 to request additional information. If the Settlement Administrator does not receive the required
20 information within ten (10) calendar days of mailing a request for additional information, the Class
21 Member will be bound by the terms of the Settlement. Class Members who request exclusion from the
22 Settlement are not allowed to object to it.

23 c. Objections. The Class Notice shall state that Class Members who wish to object
24 to the Settlement must submit to the Settlement Administrator a Notice of Objection by the Response
25 Deadline or appear at the Final Approval Hearing to explain their objection(s). A Notice of Objection
26 must (1) state the full name of the Class Member; (2) be signed by the Class Member; (3) state the
27 grounds for the objection; and (4) be postmarked by the Response Deadline and returned to the
28 Settlement Administrator at the specified address. Subject to review by Class Counsel, Defense

1 Counsel, and the Court, the date of the postmark on the return mailing envelope on the Notice of
2 Objection shall be the exclusive means used by the Settlement Administrator to determine whether a
3 Class Member timely objected to the Settlement. Class Members who do not submit a Notice of
4 Objection or appear at the Final Approval Hearing to explain their objection(s) shall be deemed to
5 have waived any objections and shall be foreclosed from making any objections (whether by appeal
6 or otherwise) to the Settlement. At no time shall any of the Parties, Class Counsel, or Defense Counsel
7 seek to solicit or otherwise encourage or discourage Class Members from objecting to the Settlement
8 or filing an appeal from the Judgment. Only Class Members who have not requested exclusion from
9 the Settlement can object to it.

10 d. Disputes Regarding the Number of Compensable Workweeks or Pay Periods.

11 If a Class Member disagrees with the number of Compensable Workweeks or Pay Periods stated on
12 his or her Information Sheet, the Class Member must send a letter to the Settlement Administrator by
13 the Response Deadline stating the reasons why he or she disputes the number of Compensable
14 Workweeks and provide any supporting documentation. The Settlement Administrator will evaluate
15 the evidence submitted by the Class Member and Defendant and decide as to the number of
16 Compensable Workweeks that should be applied and/or the Individual Settlement Payment to which
17 the Class Member is entitled in accordance with Paragraph 47(a)(v) above.

18 e. Settlement Administrator Reports Regarding Class Member Participation. The

19 Settlement Administrator shall provide Defendant's counsel and Class Counsel a weekly report that
20 certifies the number of Class Members who have submitted valid Requests for Exclusion, objections
21 to the Settlement, and whether any Class Member has submitted a challenge to any information
22 contained in their Notices. The Settlement Administrator shall provide to counsel for both Parties any
23 updated reports regarding the administration of the Settlement as needed or requested. Not later than
24 fourteen (14) calendar days after the final Response Deadline, the Settlement Administrator will
25 provide Class Counsel and Defense Counsel with a complete and accurate list of all Participating Class
26 Members, all Non-Participating Class Members, and all Class Members who objected to the
27 Settlement Agreement.

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1 f. Monitoring and Reviewing Settlement Administration. The Parties and their
2 counsel have the right to monitor and review the administration of the Settlement to verify that the
3 monies allocated under the Settlement are distributed in the correct amount, as provided for in this
4 Stipulation.

5 g. Best Efforts. The Parties agree to use their best efforts to carry out the terms of
6 this Settlement.

7 48. Funding and Allocation of Maximum Settlement Amount. No later than thirty (30)
8 business days after the Effective Date, Defendant shall provide to the Settlement Administrator in any
9 feasible manner, including, but not limited to, by way of a wire transfer, the Maximum Settlement
10 Amount and the Employer Share of Payroll Taxes. (The amount representing the Employer Share of
11 Payroll Taxes shall be communicated by the Settlement Administrator to Defendant at least five (5)
12 business days before transmittal of the Maximum Settlement Amount to the Settlement
13 Administrator.) The Settlement Administrator shall deposit the Maximum Settlement Amount and the
14 Employer Share of Payroll Taxes into a Qualified Settlement Fund, from which the Settlement
15 Administrator will have the authority to distribute money in accordance with the terms of this
16 Stipulation. If this Settlement is not finally approved by the Court in full, or is terminated, rescinded,
17 canceled, or fails to become effective for any reason, or if the Effective Date does not occur, then no
18 portion of the Maximum Settlement Amount or Employer Share of Payroll Taxes shall be paid.

19 a. Individual Settlement Payments. Class Members shall not be required to submit
20 a claim in order to receive a share of the Net Settlement Amount, and no portion of the Maximum
21 Settlement Amount shall revert to Defendant or result in an unpaid residue. Individual Settlement
22 Payments shall be paid by the Settlement Administrator from the Net Settlement Amount pursuant to
23 the formula set forth herein. Individual Settlement Payments shall be mailed by the Settlement
24 Administrator by regular First Class U.S. Mail to each Settlement Class Member's last known mailing
25 address within ten (10) business days after Defendant provides the Settlement Administrator with the
26 Maximum Settlement Amount. Prior to mailing the Individual Settlement Payments, the Settlement
27 Administrator shall perform a search based on the National Change of Address Database maintained
28 by the United States Postal Service to update and correct any known or identifiable address changes.

i. Each Settlement Class Member's Individual Settlement Payment shall be calculated solely by the Settlement Administrator according to the following formula: Defendant shall provide the Settlement Administrator with the Compensable Workweeks for each Settlement Class Member. The Settlement Administrator shall then divide the Net Settlement Amount, less the 25% of the PAGA Penalties, by the total number of Compensable Workweeks for all Settlement Class Members resulting in a value for each week worked by the Settlement Class Members during the Class Period ("Workweek Value"). The Settlement Administrator shall then multiply the number of Compensable Workweeks for each Settlement Class Member by the Workweek Value. In addition, all Aggrieved Employees shall receive a pro rata share of the portion of the PAGA Payment allocated to Aggrieved Employees based on their Pay Periods during the PAGA Period regardless of whether they opt-out of the Settlement. The Settlement Administrator shall tabulate the aggregate number of Pay Periods and divide the remaining 25% of the PAGA Penalties, *i.e.*, \$5,000, by the aggregate number of Pay Periods to arrive at the Pay Period Rate for each Aggrieved Employee.

ii. Class Members shall receive an Individual Settlement Payment representing payment for all Compensable Workweeks worked during the Class Period, and for all Pay Periods, if any, worked during the PAGA Period, at the rates calculated in the preceding paragraphs. Individual Settlement Payments shall be made by check and shall be made payable to each Settlement Class Member as set forth in this Stipulation.

iii. Individual Settlement Payments shall be allocated as follows: twenty-five percent (25%) as wages subject to all applicable tax withholdings and seventy-five percent (75%) as non-wage penalties, interest, and any other claims damages not subject to payroll tax withholdings. The Settlement Administrator shall issue an IRS Form W-2 to each Settlement Class Member for the portion of each Individual Settlement Payment allocated as wages and subject to all applicable tax withholdings. The Settlement Administrator shall issue an IRS Form 1099 to each Settlement Class Member and Aggrieved Employee for the portion of each Individual Settlement Payment allocated as non-wage penalties and interest not subject to payroll tax withholdings. The Settlement Administrator shall calculate the amount of the Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the payroll tax payment to the appropriate taxing authorities in a timely manner.

iv. Individual Settlement Payment checks shall remain negotiable for one hundred eighty (180) calendar days from the date of mailing. If an Individual Settlement Payment check remains uncashed after one hundred eighty (180) calendar days from issuance, the Settlement Administrator shall distribute the value of the uncashed check to the State Controller's Office Unclaimed Property Fund in the name of the Settlement Class Member and/or Aggrieved Employee. In such event, such Settlement Class Members and/or Aggrieved Employees shall nevertheless remain bound by the Settlement.

v. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is expressly understood and agreed that the receipt of Individual Settlement Payments shall not entitle any Settlement Class Member to additional compensation or benefits under any collective bargaining agreement or under any bonus, contest or other compensation or benefit plan or agreement in place during the period covered by the Settlement, nor shall it entitle any Settlement Class Member to any increased pension and/or retirement, or other deferred compensation benefits. It is the intent of the Parties that Individual Settlement Payments provided for in this Stipulation are the sole payments to be made by Defendant to Settlement Class Members in connection with this Settlement, with the exception of Plaintiff, and that the Settlement Class Members are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments. Furthermore, the receipt of Individual Settlement Payments by Settlement Class Members shall not, and does not, by itself establish any general, special, or joint employment relationship between and among the Settlement Class Member(s) and Defendant.

b. Class Representative Service Awards. Subject to Court approval, Plaintiff's Class Representative Service Award is not to exceed Five Thousand Dollars (\$5,000.00), or any lesser amount as awarded by the Court, for her time and effort in bringing and presenting the Action and for releasing her claims. Defendant shall not oppose or object to Plaintiff's request for Class Representative Service Award not to exceed Five Thousand Dollars (\$5,000.00) to Plaintiff. The Class Representative Service Award shall be paid to Plaintiff from the Maximum Settlement Amount no

1 later than ten (10) business days after Defendant provides the Settlement Administrator with the
2 Maximum Settlement Amount. The Settlement Administrator shall issue IRS Forms 1099 to Plaintiff
3 for her Class Representative Service Award. Plaintiff shall be solely and legally responsible to pay
4 any and all applicable taxes on her Class Representative Service Award and shall hold harmless
5 Defendant, Class Counsel, and Defense Counsel from any claim or liability for taxes, penalties, or
6 interest arising as a result of payment of the Class Representative Service Award. The Class
7 Representative Service Award shall be made in addition to Plaintiff's Individual Settlement Payment.
8 Any amount requested by Plaintiff for the Class Representative Service Award and not awarded by
9 the Court shall become part of the Net Settlement Amount and shall be distributed to Settlement Class
10 Members as part of their Individual Settlement Payments.

11 c. Attorneys' Fees and Expenses. Subject to Court approval, Class Counsel shall
12 be entitled to receive reasonable attorneys' fees in an amount not to exceed one-third (33.3%) of the
13 Maximum Settlement Amount, which amounts to Sixty-Nine Thousand Nine Hundred Thirty Dollars
14 (\$69,930.00). In addition, subject to Court approval, Class Counsel shall be entitled to an award of
15 reasonable costs and expenses associated with Class Counsel's prosecution of the Action in an amount
16 not to exceed Ten Thousand Dollars (\$10,000.00). Class Counsel shall provide the Settlement
17 Administrator with a properly completed and signed IRS Form W-9 in order for the Settlement
18 Administrator to process the Attorneys' Fees and Expenses approved by the Court. Defendant shall
19 not oppose or object to Plaintiff's request for an award of attorneys' fees in an amount not to exceed
20 Sixty-Nine Thousand Nine Hundred Thirty Dollars (\$69,930.00), and request for an award of
21 reasonable costs and expenses not to exceed Ten Thousand Dollars (\$10,000.00). In the event the
22 Court awards Class Counsel less than Sixty-Nine Thousand Nine Hundred Thirty Dollars (\$69,930.00)
23 in attorneys' fees and/or less than Ten Thousand Dollars (\$10,000.00) in costs and expenses, the
24 difference shall become part of the Net Settlement Amount and shall be distributed to Settlement Class
25 Members as part of their Individual Settlement Payments. Class Counsel shall be paid any Court-
26 awarded attorneys' fees and expenses no later than ten (10) business days after Defendant provides
27 the Settlement Administrator with the Maximum Settlement Amount. Class Counsel shall be solely
28 and legally responsible to pay all applicable taxes on the Attorneys' Fees and Expenses. The

1 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Attorneys' Fees and
2 Expenses. This Settlement is not conditioned upon the Court awarding Class Counsel any particular
3 amount of attorneys' fees or costs.

4 d. PAGA Payment. Ten Thousand Dollars (\$10,000.00) from the Maximum
5 Settlement Amount shall be allocated as penalties under PAGA, of which seventy-five percent (75%),
6 or Seven Thousand Five Dollars (\$7,500.00), shall be paid by the Settlement Administrator directly to
7 the LWDA no later than ten (10) business days after Defendant provides the Settlement Administrator
8 with the Maximum Settlement Amount. The remaining twenty-five percent (25%), or Two Thousand
9 Five Hundred Dollars (\$2,500.00) shall be distributed to Aggrieved Employees as part of their
10 Individual Settlement Payments.

11 e. Settlement Administration Costs. The Settlement Administration fees and
12 expenses, which are estimated not to exceed Ten Thousand Dollars (\$10,000), shall be paid from the
13 Maximum Settlement Amount. Prior to Plaintiff filing a motion for final approval of the Settlement,
14 the Settlement Administrator shall provide the Parties with a statement detailing the Settlement
15 Administration Costs to date. The Parties agree to cooperate in the Settlement Administration process
16 and to make all reasonable efforts to control and minimize Settlement Administration Costs.

17 i. The Parties each represent they do not have any financial interest in the
18 Settlement Administrator or otherwise have a relationship with the Settlement Administrator that
19 could create a conflict of interest.

20 ii. The Settlement Administrator shall keep the Parties timely apprised of
21 the performance of all Settlement Administrator responsibilities required by the Settlement. The
22 Settlement Administrator shall be authorized to establish a Qualified Settlement Fund pursuant to IRS
23 rules and regulations in which the Maximum Settlement Amount shall be placed and from which
24 payments required by the Settlement shall be made.

25 49. Final Settlement Approval Hearing and Entry of Judgment. Following expiration of
26 the Response Deadline, a Final Approval Hearing shall be conducted to determine whether to grant
27 final approval of the Settlement, including determining the amounts properly payable for: (i) the
28 Attorneys' Fees and Expenses; (ii) the Class Representative Service Award; and (iii) the PAGA

1 Payment. Prior to the Final Approval Hearing, the Settlement Administrator shall provide a written
2 report or declaration to the Parties describing the process and results of the administration of the
3 Settlement to date, which report or declaration shall be filed by Plaintiff with the Court prior to the
4 Final Approval Hearing. If the Court grants final approval of the Settlement, the Settlement
5 Administrator shall post notice of final judgment on its website within seven (7) calendar days of entry
6 of the Judgment.

7 50. Right of Defendant to Reject Settlement. If five percent (5%) or more of the Class
8 Members submit valid Requests for Exclusion, Defendant will have the right, but not the obligation,
9 to void the Settlement and the Parties will have no further obligations under the Settlement, including
10 any obligation by Defendant to pay the Maximum Settlement Amount, or any amounts that otherwise
11 would have been owed under this Stipulation. Defendant will meet and confer with Class Counsel
12 before exercising this right. Defendant will notify Class Counsel and the Court whether it is exercising
13 this right to void not later than ten (10) business days after the Settlement Administrator notifies the
14 Parties of the number of valid Requests for Exclusion it has received.

15 51. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary
16 Approval Order; (ii) the Court does not grant final approval the Settlement; (iii) the Court does not
17 enter the Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation
18 shall be rendered null and void, any order or judgment entered by the Court in furtherance of this
19 Settlement shall be treated as void from the beginning and this Stipulation and any documents related
20 to it shall not be used by any Class Member or Class Counsel to support any claim or request for class
21 certification in the Action, and shall not be used in any other civil, criminal, or administrative action
22 against Defendant or any of the other Released Parties. In the event an appeal is filed from the order
23 granting final approval or Judgment, or any other appellate review is sought, administration of the
24 Settlement shall be stayed pending final resolution of the appeal or other appellate review. Any fees
25 incurred by the Settlement Administrator prior to it being notified of the filing of an appeal from the
26 Judgment, or any other appellate review, shall be paid split equally by the Parties to the Settlement
27 Administrator.

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1 52. Exhibits and Headings. The terms of this Stipulation include the terms set forth in any
2 attached Exhibits, which are incorporated by this reference as though fully set forth herein. The
3 Exhibits to this Stipulation are an integral part of the Settlement. The descriptive headings of any
4 paragraphs or sections of this Stipulation are inserted for convenience of reference only.

5 53. Interim Stay of Action. The Parties agree to stay and to request that the Court stay all
6 proceedings in the Action, except such proceedings necessary to implement and complete the
7 Settlement and enter the Judgment.

8 54. Confidentiality and Non-Disparagement. The Parties and their counsel will keep the
9 Settlement confidential, through the Court's order granting the Motion for Preliminary Approval, but
10 the Parties will be able to disclose to the Court, when and as necessary before preliminary approval,
11 that they have reached an agreement in principle, subject to completion of a final Agreement and Court
12 approval. Following the Court's order granting the Parties' Motion for Preliminary Approval, Plaintiff
13 and Class Counsel agree to make no comments to the media or otherwise publicize the terms of the
14 settlement on any social media or websites. This shall not restrict Class Counsel from responding to
15 inquiries posed by Class Members.

16 55. Confidentiality of Produced Information and Documents. Plaintiff and Class Counsel
17 agree to maintain the confidentiality of any documents produced, formally or informally, during the
18 course of the Action. Plaintiff and Class Counsel agree to return to Defendant's counsel or destroy, at
19 Defendants' option, any information designated as confidential during the course of the Action,
20 including but not limited to any information and/or documents provided to Class Counsel for purposes
21 of settlement discussions. Class Counsel will provide certificate of destruction of records destroyed.

22 56. Inquiries to Defendant. Defendant shall direct all inquiries by the Class to the
23 administrator who shall provide general information about the lawsuit, including responding to any
24 such questions about the lawsuit, by providing neutral information about the agreement consistent
25 with the Agreement.

26 57. No Credit Toward Benefit Plans. Unless otherwise required by any applicable benefit
27 plan, the Individual Settlement Payments made to Settlement Class Members, as well as any other
28 payments made pursuant to this Settlement, shall not be construed as compensation for nor utilized to

1 calculate any additional benefits under any benefit plans to which any Class Members may otherwise
2 be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, pension stock
3 purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Unless
4 otherwise required by any applicable benefit plan, this Settlement shall not affect any rights,
5 contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6 58. Amendment or Modification. This Stipulation may be amended or modified only by a
7 written instrument signed by all Parties, their counsel, or their successors-in-interest.

8 59. Entire Agreement. This Stipulation and any attached Exhibits constitute the entire
9 agreement between the Parties, and no oral or written representations, warranties, or inducements have
10 been made to Plaintiff or Defendant concerning this Stipulation or its Exhibits, other than the
11 representations, warranties, and covenants contained and memorialized in this Stipulation and its
12 Exhibits. No other prior or contemporaneous written or oral agreements may be deemed binding on
13 the Parties.

14 60. Authorization to Enter into Settlement Agreement. Class Counsel and Defense
15 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
16 negotiate this Stipulation and to take all appropriate actions required or permitted to be taken by such
17 Parties pursuant to this Stipulation to effectuate its terms, and to execute any other documents required
18 to effectuate the terms of this Stipulation. The Parties, Class Counsel, and Defense Counsel shall
19 cooperate with each other and use their best efforts to effect the implementation of the Settlement. In
20 the event the Parties are unable to reach agreement on the form or content of any document needed to
21 implement the Settlement, or on any supplemental provisions that may become necessary to effectuate
22 the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such
23 disagreement. The persons signing this Stipulation on behalf of Defendant represent and warrant that
24 they are authorized to sign this Stipulation on behalf of Defendant. Plaintiff represents and warrants
25 that she is authorized to sign this Stipulation and that she has not assigned any claim, or part of a claim,
26 covered by this Settlement to a third-party. The Parties have cooperated in the drafting and preparation
27 of this Stipulation. Hence, in any construction made of this Stipulation, the same shall not be construed
28 against any of the Parties.

1 61. Binding on Successors and Assigns. This Stipulation shall be binding upon, and inure
2 to the benefit of, the successors and assigns of the Parties.

3 62. California Law Governs. All terms of this Stipulation and the Exhibits hereto shall be
4 governed by and interpreted according to the laws of the State of California, without giving effect to
5 any law that would cause the laws of any jurisdiction other than the State of California to be applied.

6 63. Counterparts. This Stipulation may be executed in one or more counterparts by
7 facsimile, electronic signature, or email which for purposes of this Stipulation shall be accepted as an
8 original. All executed counterparts and each of them shall be deemed to be one and the same
9 instrument. Any executed counterpart will be admissible in evidence to prove the existence and
10 contents of this Stipulation.

11 64. Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain
12 jurisdiction with respect to the interpretation, implementation, and enforcement of the terms of this
13 Stipulation and all orders and judgments entered in connection therewith, and the Parties, Class
14 Counsel, and Defense Counsel submit to the jurisdiction of the Court for purposes of interpreting,
15 implementing, and enforcing the Settlement embodied in this Stipulation and all orders and judgments
16 entered in connection therewith.

17 65. Invalidity of Any Provision. Before declaring any term or provision of this Stipulation
18 invalid, the Parties request that the Court first attempt to construe the terms or provisions valid to the
19 fullest extent possible consistent with applicable precedents so as to define all provisions of this
20 Stipulation as valid and enforceable.

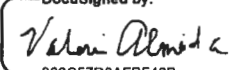
21 66. Binding Nature of Notice of Class Action Settlement. It is agreed that because the
22 Class Members are so numerous, it is impossible or impractical to have each Class Member execute
23 the Stipulation. The Class Notice shall advise all Class Members of the binding nature of the
24 Settlement, and the release of Released Claims, and shall have the same force and effect as if this
25 Stipulation were executed by each Settlement Class Member.

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FOR PLAINTIFF VALERIE ALMEIDA

DocuSigned by:

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VALERIA ALMEIDA

Dated: 2/10/2023, 2023

FOR DEFENDANT MARCOLIN USA EYEWEAR, CORP.

DocuSigned by:

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Signature

Dated: February 8, 2023

Emanuele Cappellano/President of Marcolin USA

Print Name/Title

APPROVED AS TO FORM:

COUNSEL FOR PLAINTIFF


Brent S. Buchsbaum
Law Offices of Buchsbaum & Haag, LLP
Attorneys For Plaintiff

Dated: 2/8, 2023

COUNSEL FOR DEFENDANT


REBECCA ARAGON
KARIMAH J. LAMAR
Littler Mendelson, P.C.
Attorneys for Defendant

Dated: February 2, 2023

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