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Attorneys for Plaintiffs

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

MARIA SANZ *et al.*

Plaintiffs,

v.

STERLING JEWELERS, INC. *et al.*

Defendants.

Lead Case No.: 37-2022-00015148-CU-OE-CTL
Consolidated With: 37-2022-00017578-CU-OE-CTL

*Assigned to the Hon. Gregory W. Pollack
Dept. 71*

CLASS ACTION

**Declaration of Nicholas J. Ferraro in Support of
Motion for Preliminary Approval of Class
Action Settlement**

Motion for Prelim. App. Hearing

Date: June 30, 2023

Time: 9:30 a.m.

[Notice of Motion and Motion, Memorandum,
Proposed Order, and Proof of Service filed
concurrently herewith]

1 I, Nicholas J. Ferraro, declare as follows:

2 1. I am counsel of record for the Plaintiffs in this action. I am a principal of Ferraro Vega
3 Employment Lawyers, Inc. and an attorney licensed to practice law in the State of California and in
4 Washington State. I submit this declaration in support of Plaintiffs' Motion for Preliminary Approval
5 of Class Action Settlement. If called as a witness, I would testify honestly to the below facts based on
6 my personal knowledge. Attached to this declaration are true and correct copies of the following
7 documents and records:

8 Exhibit 1 Class Action Settlement Agreement

9 Attachment A Class Notice

10 Attachment B Request for Exclusion Form

11 Exhibit 2 Notice to the LWDA of Proposed PAGA Settlement

12 Exhibit 3 PAGA Notice

13 Exhibit 4 Administration Estimate from (CPT Group, Inc.)

14 Exhibit 5 Ferraro Vega Firm Resume

15 **Background**

16 2. ***The Parties.*** Plaintiffs are current and former employees of Sterling. They worked as
17 non-exempt retail employees in California.

18 3. Defendants Sterling Jewelers Inc. Signet Jewelers, Ltd. and Zale Delaware, Inc.
19 (hereinafter, "Defendants") are together an international retail jewelry conglomerate.

20 4. ***The Dispute.*** Plaintiffs alleged a host of wage and hour claims against Defendants. Over
21 the course of the litigation, Defendants denied all allegations.

22 5. ***Summary of the Investigation, Litigation, and Informal Discovery.*** In December 2021,
23 Plaintiff McCormack sought legal advice and counsel regarding employment and payroll issues she
24 perceived was affecting her and her coworkers. As part of that process, my office sent employer
25 statutory records requests under Labor Code §§ 226, 432, and 1198.5 to obtain Plaintiff's employment,
26 payroll, and personnel files. Upon receipt of the records, my office, in conjunction with Plaintiff,
27 conducted a thorough investigation regarding the putative claims, including interviewing Plaintiff and
28 witnesses, reviewing policies and employment records, accessing publicly available information about

Defendants, searching the LWDA website, Pacer, and state court dockets for any related cases, and conducting legal research and analysis.

6. On March 1, 2022, my office, on behalf of Plaintiff, electronically filed a Notice of Labor Code Violations with the LWDA and sent it by certified mail to Defendants. A true and correct copy of the PAGA Notice is attached hereto as Exhibit 3 (PAGA Notice).

7. Plaintiff McCormack filed her class action in San Diego County Superior Court, which Defendants removed to federal court on April 15, 2022. Plaintiff's subsequently filed PAGA only action was consolidated into the instant matter in this Department, on June 9, 2022. On November 1, 2022, Plaintiff McCormack's federal action was consolidated with a subsequently filed matter by Helena Phillips, Celeste Giron, Spencer Maki, Jules Santos, and Diane White (represented by Justin Hewgill and Ben Travis, proposed class counsel) in the Southern District. Defendants filed a motion to dismiss, in the consolidated Southern District class action. At this time, after the pleadings challenge was set and discovery had issued, the parties structured litigation in a manner where the parties would exchange data and documents in an attempt to resolve the case on a class action basis at mediation set for February 6, 2023 with Steve Rottman, an experienced and respected mediator of wage and hour class actions.

8. As a condition of mediation, my office requested (and received) all relevant employment and payroll policies and procedures for the class period, along with wage statements, pay data, and time entry records for 30 percent of the Class of approximately 3,800 individuals for the four-year class period. We also received additional documents relating to their employment; their complete personnel file, time, and pay data; additional documents provided by Defendants that they argued supported their defenses; and data points regarding total employees, total weeks worked, total pay periods, and rates of pay (among other information) for individuals in the class (subject to a four-year statute of limitation) and the PAGA group of aggrieved employees (subject to a one-year statute of limitation). To allow for a full review and analysis of the data and documents, we requested the data and documents no later than 30 days before the scheduled mediation date.

9. Based on the data and documents, my office retained an expert economist to do a damage analysis, assessing factors based on assumptions of violation rates (for example, missed rest breaks)

and an analysis of violations (i.e., late or short meal periods and “regular rate” issues) evident from the face of the records. My office, with the expert, generated damage exposure models that were then used to help determine the employee wages and penalties at issue in the litigation.

10. **Mediation.** Mediation was held on February 6, 2023 and lasted late into the day. The parties contested key issues but ultimately agreed upon principal settlement terms in an MOU.

11. **Settlement.** We worked diligently after mediation to prepare a long form settlement agreement, a true and correct copy of which is attached in full as Exhibit 1 to this declaration. A true and correct copy of the Class Notice is attached as Attachment A to the Settlement (the Request for Exclusion for is attached as Attachment B to the Settlement). This document will be mailed to each class member in accordance with the notice procedures of the Settlement. Post-settlement, all actions were consolidated into the instant action for settlement approval purposes to have them resolved in a single venue.

12. On April 20, 2023, my office electronically filed a copy of the settlement agreement with the LWDA. A true and correct copy of the confirmation notice from the LWDA is attached hereto as Exhibit 2.

The Proposed Settlement

13. The resolution reached at mediation is memorialized in the “Joint Stipulation and Settlement Agreement” attached hereto as Exhibit 1 and referred to as the “Settlement.”

14. The estimated Net Settlement Amount is calculated as follows:

Gross Settlement Amount	\$2,000,000
Attorneys’ Fees (33.33%) (minus)	\$666,600 (approx.)
Litigation Costs (minus)	\$35,000 (max.)
Service Awards (minus)	\$5,000 x 7 class reps. (\$35K)
PAGA Payment (minus)	\$37,500
Settlement Admin. Costs (minus)	\$25,750
Net Settlement Amount	\$1,187,650 (approx.)

15. Class members averaged approximately 47 weeks of paid work with the company (180,000 workweeks / 3,800 class members) during the class period. On a workweek basis, the workweek valuation is \$11.11 (gross) per week worked by a participating class member and \$6.60 (net) after accounting for costs, fees, administration expenses, and other deductions from the GSA. If

1 a class member works the average amount of workweeks—and does not opt-out of the Settlement, he
2 or she will automatically receive an estimated \$526 on a gross basis and approximately \$313 (net)
3 after accounting for all deductions like attorneys’ fees, costs, and administration expenses, without
4 the need to submit a claim form.

5 **Preliminary Approval Standards**

6 16. My experience in wage and hour class action litigation is described below and our
7 updated Firm Resume is attached hereto as Exhibit 5. My co-counsel and partner, Lauren N. Vega, also
8 has substantial experience in handling class actions and other complex litigation as both an employment
9 defense and plaintiff’s lawyer in cases like this one. We have engaged in significant pre-litigation
10 investigation, witness interviews, formal and informal discovery, damage analysis, and other litigation
11 efforts on behalf of Plaintiffs and the putative class. My office has extensive experience litigating class
12 actions on behalf of both plaintiffs and defendants. Our litigation practice focuses primarily on wage
13 and hour claims arising under California and federal law. Ferraro Vega Employment Lawyers has
14 already invested significantly in the investigation, litigation, and resolution of this case and will
15 continue to devote the necessary resources to bring the matter through final approval and conclusion.

16 17. Defense counsel are skilled and sophisticated lawyers, with significant class action
17 experience, from the law firm of Vorys, Sater, Seymour and Pease LLP. Defense counsels’ defense
18 and counsel to their client throughout this case is reflective of their substantial skill and experience in
19 similar litigation.

20 18. Ultimately, the settlement is fair, reasonable, and in the best interest of the class in light
21 of the monetary recovery, difficulties of this litigation, the developing state of the law, risks of
22 certification/decertification, summary adjudication, the lengthy process of establishing damages, and
23 delay and uncertainty of appeals. Although the exchange of documents, data, records, and information
24 in advance of mediation was significant, the parties still had extensive discovery to complete in formal
25 litigation had the matter not settled. This would have required an expenditure of substantial time and
26 resources by both parties over the course of the next several years. We would have continued to advance
27 the case through written discovery, third party witness investigations, and depositions, whereas
28 Defendants would have prepared motions for summary judgment on ripe legal issues. Even if Plaintiffs

certified all claims and avoided summary judgment on certain legal issues, the parties would incur considerably more attorneys' fees and costs through additional motions, trial, and possible appeal. Instead, this settlement avoids those risks and the accompanying expenses on the parties, the court, and the putative class members.

19. My office will continue to represent Plaintiffs and the best interests of the putative class throughout final approval of the proposed settlement in this case. Neither my office nor Plaintiffs have any conflicts of interests with the class as a whole or with any individual class member. There are no ancillary agreements made in connection with the proposed settlement between or among Plaintiffs, Defendants, or their respective counsel of record. Plaintiffs' risk in filing a class action, instead of separate individual actions which may have resulted in faster, larger individual recoveries, warrants a preliminary approval of the requested service payments.

Amount in Controversy and Risks of Continued Litigation

20. In reaching the decision to settle this case, my office, in conjunction with our clients, considered the risks of proceeding with the litigation. These threshold risks involved a denial of class certification on all or some of the claims. Additionally, these risks included the burdens of proof to establish liability, the merits of the defenses raised by Defendants, the difficulties in establishing damages for purposes of proof at trial (and for purposes of manageability or class certification challenges), the likelihood of success at trial, and the probability of appeal in the event of a favorable judgment.

21. Based on the data and information provided by Defendants, my office calculated the realistic potential damage exposure for the underlying class claims to be approximately \$3,671,852, exclusive of PAGA penalties and interest. This represents the realistic amount Plaintiffs would recover in the event Plaintiffs' claims were successfully certified as a class action, and Plaintiffs were able to establish liability on each of these claims at trial. The maximum potential damages estimate is based on an analysis of the data by an expert witness experienced in damage analysis in wage and hour claims, our office's review and analysis of the data, and policies, and information provided by Defendants, Plaintiffs and Class Members. The GSA of \$2,000,000 represents **54 percent** of the realistic exposure,

as calculated and assessed below, of \$3,671,852 for the class action exposure. A detailed explanation of Plaintiffs' evaluation is as follows:

a. Off-the-Clock Work During Meal Periods

Plaintiffs' cause of action for uncompensated off-the-clock hours worked (plus liquidated damages) concerns to the work performed during uncompensated meal periods, reasonably estimated at approximately 9 minutes per workweek, totaling \$619,500 (using avg. \$24.57 hourly rate), plus an equal amount in liquidated damages under Labor Code § 1194.2, totaling \$1,239,000, which represents the amount of alleged unpaid wages Plaintiffs would have obtained at trial in the event they certified the class, overcame hurdles on the burden of proof, and proved 100 percent of the claim for the Class.

However, Plaintiffs' best evidence relied upon employee testimony, rendering class treatment likely not feasible. However, while there was testimony from class member witnesses that they did indeed work through some lunches, these accounts were anecdotal though common. Furthermore, Defendants had compliant policies.

Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the maximum amount to 50 percent of its maximum value, representing its likelihood of success on the merits in light of evidentiary issues. Plaintiffs therefore attribute final reasonable exposure of \$619,500 attributed to the respective off-the-clock claims.

b. Failure to Pay All Overtime Wages at the Lawful Regular Rate

Plaintiffs' cause of action for unpaid overtime wages is primarily based on the allegation that Defendants undercalculated the "regular rate of pay" used to calculate and pay overtime to the Class by not including all forms of remuneration in the base rate used to calculate overtime at the required 1.5 or 2.0 multiple. The sum of unpaid overtime wages for this claim amounted to very little, as the records revealed Defendants indeed paid overtime at the regular rate of pay. Therefore, this sum was not included in the exposure.

c. Failure to Pay Sick Leave Pay and the Regular Rate of Pay

Plaintiffs' cause of action for unpaid paid sick leave wages is also primarily based on the allegation that Defendants undercalculated the "regular rate of pay" used to calculate and pay sick leave pay to the Class by not including all forms of remuneration in the base rate used to calculate the earnings.

1 The sum of unpaid overtime wages for this claim is \$658,000 for regular rate underpayments, which
2 represents the amount of alleged underpaid sick pay Plaintiffs would have obtained at trial in the event
3 they certified the class, overcame hurdles on the burden of proof, and proved 100 percent of the claim
4 for the Class.

5 However, existing case law may preclude an individual from seeking recovery of underpaid sick
6 pay in a class action, which was the subject of Defendants' motion to dismiss in federal court., Plaintiffs
7 modestly reduced the exposure to **50 percent**, totaling **\$329,000** in underpaid sick leave.

8 **d. Meal Period Premiums for Late, Short, or Missed Meal Periods**

9 Plaintiffs' cause of action for unpaid meal period premiums is based on the allegation that
10 Defendants did not consistently pay meal period premiums when employees missed a meal period,
11 received a late meal period, or received a short meal period (less than 30 minutes). Based on the data
12 sampling, extrapolated to the class, the meal period violation rate was less than ***3.4 percent*** for those
13 shifts of six hours or more, totaling \$660,000 in exposure.

14 However, in response, Defendants made compelling arguments that it did not exercise control
15 over employees' lunch breaks and had compliant meal period policies, and therefore had fulfilled
16 obligations under *Brinker*. In light of the fact that the facial meal period violation rate was so low
17 (under 4 percent), this claim would have been relatively difficult to prove and nearly impossible to
18 certify.

19 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
20 exposure to **33.33 percent** of its maximum value. Plaintiffs therefore attribute final reasonable
21 exposure of **\$220,000** to the respective meal period claims.

22 **e. Rest Period Violations**

23 Plaintiffs' cause of action for unpaid rest period premiums is based on the allegation that
24 Defendants did not consistently pay rest period premiums when employees missed a rest period or
25 received a short or interrupted rest period. Plaintiffs' claim assumed that employees did not receive a
26 fully compliant rest period on one out of every five shifts over 3.5 hours in length during the class period
27 every other week (10%). The sum of unpaid rest period premiums for this claim is \$1.8 million, which
28 represents the amount of alleged unpaid rest period premiums for the employees that Plaintiffs would

1 have obtained at trial in the event they certified the class, overcame hurdles on the burden of proof, and
2 proved 100 percent of the claim.

3 However, Defendants maintained lawful written rest period policies, and Plaintiffs and the Class
4 did indeed confirm that rest periods were provided, though not always possible due to the work
5 demands. Additionally, Defendants maintained strong arguments that they provided compliant policies
6 and therefore fulfilled their obligation to authorize and permit rest periods.

7 Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely
8 exposure to **15 percent** of its maximum value. Plaintiffs therefore attribute final reasonable exposure
9 of **\$279,802** attributed to the respective rest period claims.

10 **f. Wage Statement Violations**

11 Plaintiffs contended that Defendants' wage statements were non-compliant in every pay period
12 in which there was an alleged "regular rate of pay" overtime violation, including those where Class
13 Members worked overtime and earned a bonus or commission. There were 72,730 pay periods during
14 the wage statement liability period. The regular rate of pay wage statement issue occurred in 17,263
15 pay periods (or 23.7%). The regular rate claim, alleging an improper hourly rate on the wage statements,
16 was the strongest aspect of the wage statement claim. As a result, applying Labor Code § 226's \$50
17 per initial pay period penalty and \$100 subsequent per pay period penalty exclusively to the 23.7% of
18 wage statements with a regular rate issue, the total exposure for the wage statement claim is less than
19 \$1.7 million, which represents the amount of alleged wage statement penalties Plaintiff would have
20 obtained at trial in the event they certified the class, overcame hurdles on the burden of proof, and
21 proved 100 percent of the wage statement claim for the Class.

22 However, Defendants presented a series of legal arguments against the wage statement penalty;
23 namely, that the wage statements correctly reflected what was actually paid, which suffice under
24 California law. *See Maldonado v. Epsilon Plastics, Inc.*, 22 Cal. App. 5th 1308, 1336 (2018), review
25 denied (Aug. 22, 2018). Furthermore, the Ninth Circuit recently issued adverse authority on the issue
26 of Labor Code § 226(a) claims in *Magadia v. Wal-Mart Associates*, No. 19-16184 (9th Cir., May 28,
27 2021) which Defendants would have relied on to argue that Plaintiffs lacked standing to assert on behalf
28 of the Class similar but different wage statement violations that they themselves did not experience.

Accordingly, to account for realistic exposure of this claim, Plaintiffs reduced the likely exposure to **50 percent** of its maximum value. Plaintiffs therefore attribute final reasonable exposure of **\$863,150** to the respective wage statement claims.

g. Waiting Time Penalties

Plaintiffs contended that Defendants were liable for waiting time penalties because they failed to pay all wages to the Class. If the unpaid wages were established, the total waiting time penalty for all 2,000+ terminated employees would have exceeded \$9.3 million. This amount represents the alleged waiting time penalties Plaintiffs would have obtained for the Class at trial in the event they certified the class, overcame hurdles on the burden of proof, proved 100 percent of the underlying wage claims, and provided that Defendant willfully failed to pay all wages owed under Labor Code § 203.

However, Defendants argued that Plaintiffs could not prove the “willful” prong needed to obtain waiting time penalties under Labor Code § 203. Moreover, Plaintiffs would have to overcome damaging precedent to prove an entitlement to the penalties. Based on Plaintiffs’ counsels’ review of how Defendants were calculating and paying overtime, they indeed did attempt to pay overtime at the “regular rate of pay,” including all forms of remuneration in the base rate used to calculate the 1.5x or 2.0x multiple, but only had a small handful of “regular rate” underpayments.

Accordingly, Plaintiffs negotiated and discounted the maximum wage statement penalties to **10 percent** of the asserted exposure, which represents a reduction of the waiting time penalties to account for strong factual and legal defenses, for a final reasonable estimate of **\$930,000**, attributed to the respective waiting time penalty claim.

h. Failure to Reimburse Business Expenses

Plaintiffs contended that Defendants were liable for unreimbursed employee expenses attributed to the required use of their cell phones for Defendants’ benefit. For this claim, Plaintiffs contended that the \$10 was due for all other months in which it was not paid to class members during the respective class period. Plaintiffs identified, at the \$10 reimbursement rate, \$506,400, in additional reimbursements owed to the class. For purposes of settlement, Plaintiffs modestly reduced the balance of the unpaid reimbursements to **85 percent** of its value, totaling **\$430,400**.

i. Private Attorneys General Act Claims

The \$50,000 allocated to PAGA penalties in this class action settlement is congruent with the authorities cited in Plaintiffs’ memorandum. Here, Defendants steadfastly contest liability, as well as the propriety of class certification, and were prepared to oppose class certification and defend Plaintiffs’ claims in the event the action is not resolved. Maximum PAGA penalties were estimated, based on 72,730 pay periods during the PAGA Period, at \$43 million for the *six* underlying violations: Wage statements under § 226 (\$100 per pay period for those with a regular rate violation); Untimely wage payments under § 204 (\$100 per violation); § 1194 (unpaid wages); Meal period penalties under § 226.7 (\$100 per violation); Reimbursements under Labor Code § 2802 (\$100 per violation) and Rest period penalties under § 226.7 (\$100 per violation). However, at trial the Court would maintain significant discretion to reduce PAGA penalties, and therefore a more realistic outcome would be **7 percent** of the maximum penalty amount, \$3.05 million. After reasonable reductions are made to maximum exposure to reflect the realistic liability exposure, the Gross Settlement Amount of \$2,000,000 represents **54 percent** of the realistic exposure of \$3,671,852 for the class claims only, or 29.7 percent of the *total* exposure (\$6,721,852) after including PAGA penalties. Given the potential damages, as well as the substantial risks to recovery, the non-reversionary settlement accomplishes the purposes of the PAGA and the settlement, as a whole, is well within the “ballpark” of reasonableness, warranting preliminary approval.

Attorneys' Fees and Costs

22. Proposed Class Counsel will file a motion for reimbursement of verified litigation expenses and an award of fees not to exceed 33.33 percent of the total settlement amount. The request for fees as a percentage of the common fund is reasonable in light of the amount recovered, result obtained for the class, hours expended, and other relevant factors, and will be supported by additional evidence submitted at the final approval stage, including support for the reasonable hourly rate, hours, and additional factors justifying the request for attorneys' fees and reimbursement of litigation costs advanced on a contingent-fee basis.

Service Awards to Plaintiffs

23. The Settlement provides for a Service Award of up to \$5,000 for each Plaintiff to recognize their substantial effort, risk, and initiative in assisting with the prosecution and resolution of

1 this case. Plaintiffs were dedicated and invested considerable time and energy assisting their attorneys
2 with the prosecution of the action. Plaintiffs' steadfast contributions in light of the risks and stresses of
3 the case litigation should be acknowledged. At the final approval stage, Plaintiffs and Class Counsel
4 will provide declarations providing additional information in support of this request.

5 **Experience & Adequacy of Counsel**

6 24. I am counsel of record in more than one dozen wage and hour class and representative
7 actions filed throughout the State of California, in state and federal courts.

8 25. As set forth on our Firm Resume, attached hereto as Exhibit 5, my firm has handled
9 many wage and hour class and representative actions through litigation and final judgment.

10 26. I have also previously served as defense counsel in numerous class action lawsuits,
11 including through final judgment in *Espinosa v. California College of San Diego, Inc., et al.* (U.S.
12 District Court, S.D. Cal., Case No. 17CV00744 [Hon. Michael M. Anello]).

13 27. I am a graduate of the University of San Diego School of Law, where I was a member
14 of the *San Diego Law Review* and recipient of a Dean's Honor Scholarship.

15 28. I was admitted to the State Bar of California in 2015 and worked at Simpson Delmore
16 Greene as an attorney. While at this firm I was primarily staffed on employment litigation and
17 counseling matters helping small and large employers.

18 29. In May 2016, I accepted an associate attorney position on the employment law team at
19 the national law firm of Gordon Rees Scully Mansukhani LLP, at its Downtown San Diego office,
20 where I specialized in the defense of wage and hour and employment lawsuits filed by employees.

21 30. In March 2017, I accepted an associate attorney position in the labor and employment
22 department of the Philadelphia-based international law firm of Duane Morris LLP, at its Downtown
23 San Diego office. In addition to performing the same job duties described above, at Duane Morris I
24 had a particular focus on the defense of wage and hour class and PAGA actions.

25 31. In August 2018, I voluntarily resigned from Duane Morris to start my own law practice,
26 which I called Ferraro Employment Law, Inc. (now known as Ferraro Vega Employment Lawyers,
27 Inc.). Currently, about 90 percent of my practice is dedicated exclusively to prosecuting wage and hour
28 class and representative actions under the California Labor Code, California Private Attorneys General

1 Act, California Business and Professions Code, and the Fair Labor Standards Act. Approximately
2 10 percent of my practice is dedicated to individual claims involving unpaid wages, wrongful
3 termination, discrimination, harassment, and retaliation claims arising under the California Fair
4 Employment and Housing Act, California Labor Code, and common law. A portion of my practice
5 involves helping small local businesses comply with California and federal employment laws.

6 32. As a lawyer who focuses exclusively on labor and employment law issues, I have had
7 articles included in various written and online publications, including *California Employment Law*
8 *Letter*, *HR Daily Advisor*, Lexology, and in client alerts and newsletters. I have been asked to speak on
9 wage and hour and employment law issues during classes at the University of San Diego School of
10 Law, San Diego State University, and with the San Diego HR Forum, among other conferences, annual
11 updates, and seminars for clients hosted by my previous law firm employers.

12 33. Most recently, in November 2022, I presented on wage and hour class and PAGA actions
13 as a guest lecturer in an Employment Law class at the University of San Diego School of Law. In
14 September 2021, I helped create and lead a training seminar for the labor standards enforcement
15 attorneys at the California Department of Industrial Relations (DIR) on selected wage and hour
16 litigation and arbitration issues. I have also served as a panelist at the San Diego County Bar
17 Association's 2019 Labor & Employment Law Conference, and again at the San Diego County Bar
18 Association's 2021 Labor and Employment Law Conference.

19 34. I currently serve on the Wage and Hour Committee for the California Employment
20 Lawyers Association and have held prior leadership positions with the Association of Business Trial
21 Lawyers (San Diego) and San Diego County Bar Association (Labor & Employment Law Section). For
22 the years of 2019 through 2022, Thomson Reuters' Super Lawyers marketing service has named me a
23 "Rising Star" in the field of Class Actions/Mass Torts, based on my experience in employment cases
24 similar to this one.

25 35. For the past five years, from 2019 through 2023, Thomson Reuters' Super Lawyers
26 rating service recognized me as a "Rising Star" in the area of Class Actions. This is a marketing honor
27 that is awarded to 2.5 percent of California lawyers under the age of 40. For the years of 2022 and
28

1 2023, *Best Lawyers* included me as “The Best Lawyers in America: Ones to Watch” for California labor
2 and employment lawyers.

3 **Concluding Statements**

4 36. In sum, I believe that the settlement in this case is fair, reasonable, and in the best
5 interests of the class in light of the monetary recovery, challenges of the case, recent developments in
6 wage and hour law, the risks of certification and decertification, adverse summary adjudication rulings,
7 and the lengthy process of establishing damages, and potential appeals. This proposed resolution
8 presents an excellent opportunity for the class to obtain a robust and substantial settlement of
9 \$2,000,000, which should be approved. The settlement was reached only after extensive evaluation and
10 review of Defendants’ records, including an expert wage and hour analysis.

11
12 I declare under penalty of perjury under the laws of the State of California and the United States
13 of America that the foregoing is true and correct.

14
15 Respectfully submitted,

16 Dated: May 25, 2023

17 ***Ferraro Vega Employment Lawyers, Inc.***

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20 _____
21 Nicholas J. Ferraro
22 *Attorneys for Plaintiffs*
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EXHIBIT 1

CLASS ACTION SETTLEMENT AGREEMENT

Subject to court approval, this Class Action Settlement Agreement (“Agreement”) is made by and between Amy McCormack, Helena Phillips, Maria Sanz, Celeste Giron, Spencer Maki, Jules Santos, and Diane White, individually and on behalf of all others alleged to be similarly situated (collectively, “Plaintiffs”), and Defendants Sterling Jewelers Inc., Zale Delaware, Inc., and Signet Jewelers, Ltd., (hereinafter, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as “Parties” or individually as a “Party.”

1. DEFINITIONS.

1.1. “Action” means Plaintiffs’ lawsuit alleging wage and hour violations against Defendants captioned *Maria Sanz et al. v. Sterling Jewelers, Inc. et al.*; Case No. 37-2022-00015148-CU-OE-CTL initiated on April 22, 2022 and pending in San Diego County Superior Court, which incorporates all prior actions filed by each of the Plaintiffs.

1.2. “Administrator” means CPT Group, Inc.

1.3. “Administration Expenses” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its costs. The Administration Expenses are currently estimated at \$25,750.

1.4. “Class” means all individuals currently or formerly employed by Defendants in California as hourly, non-exempt employees during the Class Period.

1.5. “Class Counsel” means Ferraro Vega Employment Lawyers, Inc.; Hewgill, Cobb & Lockard APC; and Ben Travis Law, APC.

1.6. “Class Counsel Attorneys’ Fees” and “Class Counsel Litigation Costs” mean the amounts awarded to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action. Class Counsel will request attorneys’ fees of up to 33.33% of the Gross Settlement Amount and expenses not to exceed \$35,000. Defendants will not oppose such requests.

1.7. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period and PAGA Period Workweeks.

1.8. “Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member. Based on a review of Defendants’ records to date, there are an estimated 3,800 Class Members.

1.9. “Class Member Address Search” means the Administrator’s search for Class Member mailing addresses using all reasonably available sources, including but not limited to the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.10. “Class Notice” means the Notice of Class Action Settlement, attached as Exhibit A and including the Request for Exclusion, attached as Exhibit B, to be mailed to Class Members and incorporated by reference into this Agreement.

1.11. “Class Period” means the period from March 4, 2018 through March 1, 2023, but shall exclude all Workweeks covered by the prior class action settlements involving Defendants, including the following: *Hudson v. Sterling Jewelers Inc., et al.*, Case No. 2:17-cv-09301-DSF-JEM (United States District Court for the Central District of California); *Carolina Leos v. Zale Delaware, Inc.*, Case No. 21STV00447 (LA Superior Court); *Shawntasha Rhoden v. Zale Delaware, Inc.*, Case No. 20STCV11561 (LA Superior Court).

1.12. “Class Representative(s)” means the Plaintiffs Amy McCormack, Helena Phillips, Maria Sanz, Celeste Giron, Spencer Maki, Jules Santos, and Diane White.

1.13. “Class Representative Service Payment(s)” means the payment to the Class Representative(s) for initiating and providing services in support of the Action, up to \$5,000 per Class Representative and subject to Court approval. Defendants will not oppose the request for such payments.

1.14. “Court” means the San Diego County Superior Court.

1.15. “Defense Counsel” means captioned counsel of record from the law firm of Vorys, Sater, Seymour and Pease LLP.

1.16. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day after the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur and the deadline by which any further appeal may be taken has expired.

1.17. “Final Approval” means the Court’s order granting final approval of the Settlement.

1.18. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.

1.19. “Gross Settlement Amount” means Two Million Dollars and Zero Cents (\$2,000,000), which is the total amount Defendant(s) agree(s) to pay under the Settlement, subject to the terms and conditions of this Settlement.

1.20. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount, calculated according to the number of Workweeks worked during the Class Period.

1.21. “Judgment” means the judgment entered by the Court based upon the Final Approval.

1.22. “LWDA” means the California Labor Workforce and Development Agency.

1.23. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Representative Service Payments, Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, the PAGA Payment, and the Administration Expenses. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.24. “Non-Participating Class Member” means any Class Member who submits a valid and timely Request for Exclusion from the Settlement.

1.25. “Operative Complaint” means the First Amended Class and Representative Action Complaint.

1.26. “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.

1.27. “PAGA” means California’s Private Attorneys General Act of 2004.

1.28. “PAGA Members” means all current and former non-exempt employees of Defendants who worked in the State of California at any time during the PAGA Period.

1.29. “PAGA Period” means February 15, 2021 to March 1, 2023, but shall exclude all Workweeks covered by a prior PAGA settlement involving Defendant Zale Delaware, Inc.

1.30. “PAGA Payment” means the sum of \$50,000, which shall be allocated from the Gross Settlement Amount to pay all applicable penalties under PAGA. 75% of the total PAGA Payment shall be paid to the LWDA, with the remaining 25% to be paid to the PAGA Members.

1.31. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.32. “Released Class Claims” means the claims being released in connection with this Settlement.

1.33. “Released Parties” means: Defendants and each of their former and present related companies, predecessors, successors, assigns, divisions, brands, subsidiaries, and affiliates (including, but not limited to Signet Jewelers Limited, Sterling Jewelers Inc., Zale Corporation, and Zale Delaware, Inc.) and all of its and their past, present, and future employees, representatives, officers, directors, shareholders, agents, insurers, employee benefit plans, employee benefit plan fiduciaries, employee benefit plan trustees, and attorneys.

1.34. “Request for Exclusion” means a Class Member’s submission of a signed written request to be excluded from the Settlement, including on the form provided with the Class Notice.

1.35. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail their Objection to the Settlement. Class Members to whom Notice Packets are resent after being returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiry.

1.36. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.37. “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

1.38. “Workweek Estimate” means, based on a review of Defendants’ records to date, a total of approximately 180,000 Workweeks worked by Class Members during the Class Period.

2. MONETARY TERMS.

2.1. Gross Settlement Amount. Subject to all terms of this Agreement, Defendants shall pay the Gross Settlement Amount in connection with this Settlement. Under no circumstances shall Defendants’ payment obligations exceed the Gross Settlement Amount. The Gross Settlement Amount does not include any employer payroll taxes owed on the Wage Portions of the Individual Class Payments, which shall be paid separately by Defendants. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members to submit any claim as a condition of payment. The Gross Settlement Amount is non-reversionary.

2.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order:

2.2.1. To Class Representative(s): The Class Representative Service Payment to the Class Representative(s), in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative(s) may be entitled to receive as a Participating Class Member. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment(s) and it will be reported using IRS Form 1099.

2.2.2. To Class Counsel: Class Counsel Attorneys’ Fees and Class Counsel Litigation Costs to Class Counsel. Defendants will not oppose requests for these payments. If the Court approves a Class Counsel Attorneys’ Fees and/or a Class Counsel Litigation Costs less than the amounts requested, it shall have no impact on the terms and conditions of this Agreement and the Administrator will allocate the remainder to the Net

Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Costs. The Administrator will pay the Class Counsel Attorneys' Fees and Class Counsel Expenses Payment and it will be reported using one or more IRS 1099 Forms.

2.2.3. To the Administrator: Administration Expenses incurred by the Administrator. To the extent the Administration Expenses are less or the Court approves payment less than the Administration Expenses set forth in this Agreement, the Administrator will retain the remainder in the Net Settlement Amount.

2.2.4. To the LWDA and PAGA Members: Subject to Court approval, the PAGA Payment will be allocated to cover any and all claims for civil penalties associated with the Released Claims that were, or could have been, brought in the Actions under PAGA, 75% of which will be paid to the LWDA and the remaining 25% ("PAGA Member Settlement Amount") for distribution to all PAGA Members as penalties in exchange for a full and final release of PAGA claims ("Individual PAGA Payments"). The PAGA Member Settlement Amount shall be allocated to all PAGA Members based on Workweeks worked during the PAGA Period and calculated by: (a) dividing the PAGA Member Settlement Amount by the total number of Workweeks worked by all PAGA Members during the PAGA Period; and (b) multiplying the result by each PAGA Member's Workweeks.

2.2.5. To Each Participating Class Member: An Individual Class Payment calculated by: (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period; and (b) multiplying the result by each Participating Class Member's Workweeks.

2.2.6. Tax Allocation of Individual Class and PAGA Payments. 40% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The remaining 60% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment. PAGA Payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. PAGA Members assume full responsibility and liability for any employee taxes owed on their Individual PAGA Payment.

2.3. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments, but they will receive a PAGA Payment as set forth above. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3. SETTLEMENT FUNDING AND PAYMENTS.

3.1. Delivery of Class Data to Administrator. Not later than 21 (twenty-one) days after the Court grants Preliminary Approval of the Settlement, Defendants will

simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the foregoing deadline the Parties and their counsel must expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

3.2. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount and fund the amounts necessary to fully pay their share of payroll taxes by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date.

3.3. Payments from the Gross Settlement Amount. Within 10 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments and Individual PAGA Payments, and will pay the Administration Expenses, the LWDA's portion of the PAGA Payment, Class Counsel Attorneys' Fees, Class Counsel Litigation Costs, and Class Representative Service Payment(s).

3.3.1. The Administrator will issue checks for the Individual Class Payments and Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

3.3.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding addresses. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

3.3.3. Any unclaimed funds remaining after the void date of the check shall be forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law (Code Civ. Pro. § 1500, *et seq.*) for the benefit of the class members until they claim their property.

3.3.4. The payment of Individual Class Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members beyond those specified in this Agreement.

3.4. Payments to the Responsible Tax Authorities. The Administrator will pay the Participating Class Members' portion of normal payroll withholding taxes out of each person's Individual Settlement Share. The Administrator shall also pay Defendants' portion of payroll taxes as the current or former employer (including the employer's payment of applicable FICA, FUTA, and SUI contributions, etc.) to the appropriate local, state, and federal taxing authorities. The Administrator will calculate the amount of the Participating Class Members' and Defendants' portions of payroll withholding taxes and forward those amounts to the appropriate taxing authorities.

4. RELEASES OF CLAIMS.

Effective on the date when Defendants fully fund the Gross Settlement Amount and pay to the Administrator all associated employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the following releases of claims will take effect:

4.1. Class Representatives' General Release. Class Representatives' respective, former, and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages, obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or suspected or unsuspected, arising out of or in connection with their employment with Defendants, the separation of such employment, or any other act, omission or event occurring between the Parties at any time prior to the date the Class Representatives executed this Agreement. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to pay vacation at the correct rate, failure to provide meal periods or rest breaks, failure to provide/fully provide meal and rest period premiums, failure to provide/fully provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 *et seq.*, and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for

wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs. ("Class Representatives' Release"). Class Representatives' Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Class Representatives acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Class Representatives' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them.

4.1.1. Class Representatives' Waiver of Rights Under California Civil Code Section 1542. For purposes of Class Representatives' Release, Class Representatives expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

4.2. Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties alleged in the Operative Complaint and arising out of the facts in the Operative Complaint during the Class Period, including, without limitation, claims for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to timely pay wages during employment; (11) failure to reimburse business expenses; and (12) violations of the unfair competition law (the "Released Class Claims"). Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

4.3. Release by PAGA Members: Named Plaintiffs and the State of California release Defendants and are forever barred from pursuing claims under the PAGA alleged in the Operative Complaint during the PAGA Period and arising out of the facts in the Operative Complaint during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement and recordkeeping violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to reimburse business expenses; (11) failure to timely pay wages during employment.

5. MOTION FOR PRELIMINARY APPROVAL.

5.1. Preliminary Approval. Plaintiffs shall move for an order conditionally certifying the Class for settlement purposes only, granting Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (“Motion for Preliminary Approval”). Defendants shall accept service of the Motion for Preliminary Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties’ electronic service agreement.

5.2. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Settlement or forthcoming Motion for Preliminary Approval, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together in good faith on behalf of the Parties to modify the Agreement and satisfy the Court’s concerns. Should the Court decline to conditionally certify the Class or to preliminarily approve all material aspects of the Settlement, the Settlement will be null and void, and the Parties will have no further obligations under it, provided, however, that the amounts of the Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, Administration Expense Payment, and Class Representative Service Payments shall be determined by the Court, and the Court’s determination on these amounts shall be final and binding, and that the Court’s approval or denial of any amount requested for these items are not conditions of this Settlement Agreement and are to be considered separate and apart from the fairness, reasonableness, and adequacy of the Settlement. Any order or proceeding relating to an application for the Class Counsel Attorneys’ Fees, Class Counsel Litigation Costs, Administration Expense Payment, and Class Representative Service Payments shall not operate to terminate this Settlement Agreement.

6. SETTLEMENT ADMINISTRATION.

6.1. Selection of Administrator. The Parties have jointly selected the Administrator to administer this Settlement. The Administrator agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

6.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number to calculate payroll tax withholdings and report to state and federal tax authorities.

6.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

6.4. Notice to Class Members.

6.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members and Workweeks in the Class Data.

6.4.2. Using best efforts to perform as soon as possible, and no later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice substantially in the form attached to this Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment payable to the Class Member, and the number of Workweeks used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

6.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

6.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the time otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.

6.4.5. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in a good-faith effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever is later.

6.5. Requests for Exclusion (Opt-Outs).

6.5.1. Class Members who wish to exclude themselves (opt-out of) the Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the Settlement and includes the Class Member’s name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely postmarked by the Response Deadline.

6.5.2. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

6.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases and PAGA Members' Releases paragraphs of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

6.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment, nor shall they have the right to object to the Settlement. Non-Participating Class Members are still part of the PAGA Class and will receive a PAGA Payment.

6.6. Challenges to Calculation of Workweeks. Each Class Member shall have until the Response Deadline (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and the Administrator's determinations regarding the challenges to Defense Counsel and Class Counsel.

6.7. Objections to Settlement.

6.7.1. Only Participating Class Members may object to the Settlement, including contesting the fairness of the Settlement.

6.7.2. Participating Class Members who wish to submit objections must first do so in writing by sending their written objections to the Administrator by mail not later than the Response Deadline (plus an additional 14 days for Class Members whose Class Notice was re-mailed). The written objection must contain the name, address, and telephone number of the Participating Class Member to be valid. It must also contain the words "I object to the settlement in *Sanz v. Sterling Jewelers*" and set forth the reasons for the objection. The Administrator shall stamp the date received on the original objection and send copies of each objection to Class Counsel and Defendants' Counsel not later than 3 calendar days after receipt thereof.

6.7.3. An objector may appear at the Final Approval Hearing either in person or through counsel hired by the objector. An objector who wishes to appear at the Final Approval Hearing must state the objector's intention to do so at the time the objector submits her or his written objections. An objector may withdraw her or his objections at any time.

6.7.4. The Parties may file with the Court written responses to any objections no later than 7 calendar days before the Final Approval Hearing, or as otherwise directed by the Court.

6.7.5. Non-Participating Class Members have no right to object to the Settlement.

6.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

6.8.1. Website and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members, including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Attorneys' Fees, Class Counsel Litigation Costs and Class Representative Service Payment, the Final Approval Order, and the Judgment. The Administrator will also maintain and monitor a toll-free telephone number to receive Class Member calls.

6.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the Response Deadline, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion from the Settlement submitted (whether valid or invalid).

6.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks received and/or resolved, and checks mailed for Individual Class Payments ("Weekly Report"). The Weekly Reports must provide the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

6.8.4. Workweek Challenges. The Administrator has the authority to address and make final decisions, consistent with the terms of this Agreement, on all Class Member challenges over the calculation of Workweeks. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

6.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

6.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, if applicable and if requested by either Party, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.

7. CLASS SIZE ESTIMATES AND ESCALATION CLAUSE. If the total number of Workweeks exceeds the defined Workweek total by 10% or more, the Gross Settlement Amount shall automatically increase proportionately for each additional workweek or, alternatively, Defendants shall have the option to shorten the Class Period to a date that would account for no more than 198,000 workweeks.

8. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. If Defendants withdraw, the Settlement shall be void ab initio, have no force or effect whatsoever, and neither Party shall have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. To elect to withdraw, Defendants must notify Class Counsel and the Court of their election to withdraw not later than 7 days after the Response Deadline.

9. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Class Counsel will provide drafts of these documents to Defense Counsel in advance of filing for Defense Counsel's review. Defendants shall accept service of the Motion for Final Approval (and any other motions, declarations, proposed orders, exhibits, or other documents filed therewith) via electronic service at the addresses set forth in this Agreement or, if an electronic service agreement is already in place, pursuant to the Parties' electronic service agreement.

9.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court prior to the Final Approval Hearing, or as otherwise directed by the Court.

9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval.

9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be stayed until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall agree to expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur.

10. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

11. ADDITIONAL PROVISIONS.

11.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by the Parties that any of the allegations or the defenses in the Operative Complaint have merit or that there is any liability for any claims asserted. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, all Parties reserve the right to prosecute and/or contest certification of any class for any reason, reserve all available claims and defenses in the Action, among reservation of all other relevant rights. The Settlement, this Agreement, and the Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.2. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3. No Publication. The Parties and their counsel agree that they will not publicize the Settlement (except for the information posted on the website established by the Administrator), issue any press releases, or initiate any contact with the media or any verdict/settlement publicist or data base about this case and/or the fact, amount, or terms of the Settlement. If counsel for either Party receives an inquiry about the Settlement from the media, counsel may respond only that the matter has been resolved. Plaintiffs and Class Counsel agree that none of the documents provided to them by Defendant shall be used for any purpose other than prosecution of this case

11.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by the Parties, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.6. Cooperation. The Parties and their counsel will cooperate and use their best efforts, in good faith, to implement the Settlement by modifying the Settlement Agreement, submitting supplemental evidence, and supplementing points and authorities as requested by the Court, among other things. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.7. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.8. No Tax Advice. Neither the Parties, Class Counsel, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or Class Counsel and Defense Counsel, as their legal representatives.

11.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the state of California, without regard to conflict of law principles.

11.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.13. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

11.14. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

11.15. Notice. All notices or other communications between the Parties required in connection with this Agreement shall be in writing and shall be deemed to have been duly given as of the 3rd business day after mailing by U.S. Mail or the same day if sent by email, addressed as follows:

To Plaintiffs:

Ferraro Vega Employment Lawyers, Inc.

Attn: Nicholas J. Ferraro
3160 Camino del Rio South, Suite 308
San Diego, CA 92108 USA
classactions@ferrarovega.com
www.ferrarovega.com

Hewgill Cobb & Lockard, APC

Attn: Justin Hewgill
1620 5th Avenue, Suite 325
San Diego, CA 92101
Phone: (619) 432-2520;
Fax: (619) 377-6026
contact@hcl-lawfirm.com

Ben Travis Law, APC

Attn: Ben Travis
4660 La Jolla Village Drive, Suite 100
San Diego, CA 92122
Phone: (619) 353-7966
ben@bentravislaw.com

To Defendants:

Vorys, Sater, Seymour and Pease LLP

Thomas N. McCormick (Bar No. 325537)
tnmccormick@vorys.com
Cory D. Catignani (Bar No. 332551)
cddcatignani@vorys.com
4675 MacArthur Court, Suite 700
Newport Beach, CA 92660
Telephone: (949) 526-7900
Facsimile: (949) 526-7901

11.16. Execution in Counterparts. This Agreement may be executed using physical and/or electronic signatures (i.e. DocuSign, SignRequest, Adobe Sign, etc.), which shall be accepted as originals for purposes of this Agreement. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Amy McCormack

Date: Apr 5, 2023

Amy McCormack

Amy McCormack

Plaintiff Helena Phillips

Date: _____

Helena Phillips

Plaintiff Maria Sanz

Date: _____

Maria Sanz

Plaintiff Celeste Giron

Date: _____

Celeste Giron

Plaintiff Spencer Maki

Date: _____

Spencer Maki

SIGNATURES

I have read this Agreement and agree to its terms.

Plaintiff Amy McCormack

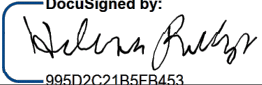
Date: _____

Amy McCormack

Plaintiff Helena Phillips

3/30/2023

Date: _____

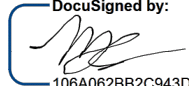
DocuSigned by:

995D2C21B5EB453

Helena Phillips

Plaintiff Maria Sanz

3/30/2023

Date: _____

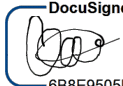
DocuSigned by:

106A062BB2C943D...

Maria Sanz

Plaintiff Celeste Giron

3/30/2023

Date: _____

DocuSigned by:

6B8E9505E55F44C...

Celeste Giron

Plaintiff Spencer Maki

4/4/2023

Date: _____

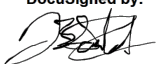
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Spencer Maki

Plaintiff Jules Santos

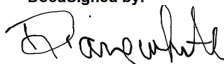
Date: 4/4/2023

DocuSigned by:

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Jules Santos

Plaintiff Diane White

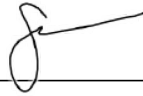
Date: 4/4/2023

DocuSigned by:

E65BD6A985134A3...

Diane White

Defendant Sterling Jewelers Inc.

Date: 4/6/2023

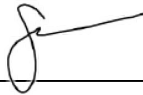


Name: Stash Ptak

Title: President

Defendant Zale Delaware, Inc.

Date: 4/6/2023

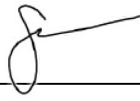


Name: Stash Ptak

Title: President

Defendant Signet Jewelers, Ltd.

Date: 4/6/2023



Name: Stash Ptak

Title: General Counsel

Exhibit A

Notice of Class Action Settlement

NOTICE OF CLASS ACTION SETTLEMENT

Maria Sanz et al. v. Sterling Jewelers Inc., Zale Delaware Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00015148-CU-OE-CTL

This notice is to the following individuals in connection with a pending class action settlement:

<INSERT CLASS DEFINITION>

Read this notice carefully. Your legal rights could be affected whether you act or not.

The Superior Court of the State of California for the County of San Diego (the “Court”) has preliminarily approved this class and representative action lawsuit filed by Amy McCormack, Helena Phillips, Maria Sanz, Celeste Giron, Spencer Maki, Jules Santos, and Diane White (“Class Representatives”) against Sterling Jewelers Inc., Zale Delaware, Inc., and Signet Jewelers, Ltd. (“Defendants”) for alleged wage and hour violations (the “Lawsuit”).

The Lawsuit is based on various allegations, including but not limited to the Class Representatives’ claims that Defendants committed the following violations: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to timely pay wages during employment; (11) failure to reimburse business expenses; (12) violations of the unfair competition law; and (13) claims under the Private Attorneys General Act (“PAGA”) Defendants deny all claims and maintain they have fully complied with the law.

Defendants’ records reflect you worked **[[Individual Workweeks]]** workweeks during the Class Period of March 4, 2018 through March 1, 2023 (excluding all Workweeks covered by the prior class action settlements involving Defendants) and are therefore a Class Member. Defendants’ records reflect you worked **[[Individual Workweeks]]** during the PAGA Period of February 15, 2021 to March 1, 2023 (excluding all Workweeks covered by the prior class action settlements involving Defendants) and therefore **[are/are not]** a PAGA Member. Based on this information, your Individual Class Payment is estimated to be **\$[[Individual Class Payment]]** (less any applicable state and federal withholdings) and your Individual PAGA Payment is estimated to be **\$[[Individual PAGA Payment]]**. The actual amounts you may receive will likely be different and will depend on multiple factors, such as how many other individuals decide to opt out.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	You do not have to do anything in response to this notice. If you do nothing, you will remain eligible to automatically receive an Individual Class and PAGA Payment (if applicable) if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.
OPT OUT	You may opt out of the Settlement by submitting a Request for Exclusion form. If you opt out, you may not object to the Class Settlement, you will not receive an Individual

	Class Payment, and you will not be bound by the Class release provisions in the settlement. However, if you are a PAGA Member, you will still be a PAGA Member and release your covered PAGA claims.
OBJECT	You may object to the Settlement by submitting a written objection. If the Court grants final approval of the settlement despite your objection, you will remain eligible to automatically receive an Individual Class Payment if the Court grants final approval of the settlement. In such case, you will be bound by the release provisions in the settlement.

The Court's final approval hearing is scheduled to take place on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 71 of the San Diego Superior Court, located at 330 W Broadway, San Diego, CA 92101. You do not have to attend but you do have the right to appear. ***For more information, please carefully read this notice.***

1. WHAT IS THE LAWSUIT ABOUT?

The Class Representatives are current and former employees of Defendants. The Class Representatives alleged Defendants violated California labor and employment laws by (1) failing to pay all minimum wages; (2) failing to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to timely pay wages during employment; (11) failure to reimburse business expenses; (12) violations of the unfair competition law; and (13) violations of PAGA.

Defendants deny violating any laws or failing to pay any wages and contend that they complied with all applicable laws.

2. WHAT ARE THE PROPOSED SETTLEMENT TERMS?

At the Final Approval Hearing, the Class Representatives, through Class Counsel, will ask the Court to approve a Gross Settlement Amount of \$2,000,000 and authorize the following deductions: Class Representative Service Payments of (\$5,000) to each Class Representative, Class Counsel Attorneys' Fees in the amount of 33.33% of the Gross Settlement, Class Counsel Litigation Costs (not to exceed \$35,000), the LWDA's 75% (\$37,500) portion of the PAGA Payment, and the Administration Expenses to be paid to the third-party settlement administrator (estimated as \$25,750).

After making the above deductions in amounts approved by the Court, the Administrator will calculate and distribute Individual Class and PAGA Payments to Participating Class Members based on their Class Period Workweeks. 40% of each Individual Class Payment shall constitute taxable wages ("Wage Portion") and 60% shall constitute interest and penalties ("Non-Wage Portion."). The Wage Portion is subject to tax withholdings and will be reported on IRS W-2 Forms.

Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Administrator will report the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

You will be treated as a Participating Class Member, participating fully in the settlement, unless you submit a signed Request for Exclusion by **[[Response Deadline]]** (“Response Deadline”). If you worked during the PAGA Period, you will be a PAGA Member whether or not you submit a Request for Exclusion.

After the Judgment is final and Defendants have fully funded the settlement and separately paid all employer payroll taxes, Participating Class and PAGA Members will be legally barred from asserting any of the claims released under the settlement, as follows:

Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties alleged in the Operative Complaint and arising out of the facts in the Operative Complaint during the Class Period, including, without limitation, claims for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to timely pay wages during employment; (11) failure to reimburse business expenses; and (12) violations of the unfair competition law (the “Released Class Claims”). Participating Class Members **do not** release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts outside of the Operative Complaint or outside the Class Period.

Release by PAGA Members: Named Plaintiffs and the State of California release Defendants and are forever barred from pursuing claims under the PAGA alleged in the Operative Complaint during the PAGA Period and arising out of the facts in the Operative Complaint during the PAGA Period, including, without limitation penalties predicated on the underlying alleged violations for: (1) failure to pay all minimum wages; (2) failure to pay all overtime wages; (3) meal period violations and meal period premium violations; (4) rest break violations and rest break premium violations; (5) untimely payment of wages; (6) wage statement and recordkeeping violations; (7) failure to provide/fully provide paid sick leave; (8) failure to pay out vacation pay at the correct rate; (9) waiting time penalties; (10) failure to reimburse business expenses; (11) failure to timely pay wages during employment.

3. HOW IS MY INDIVIDUAL CLASS AND PAGA PAYMENT CALCULATED?

The number of Class Workweeks you worked during the class period are stated on the first page of this notice. The Administrator will calculate Individual Class Payments by (1) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and then (2) multiplying the result by the number of Workweeks worked by each respective Participating Class Member. In other words, you will receive a proportional recovery based on your length of employment in relation to other Class Members.

The Administrator will calculate your Individual PAGA Payment (if applicable) by dividing the PAGA Member Settlement Amount (\$12,500.00) by the total number of Workweeks worked by all PAGA Members during the PAGA Period; and multiplying the result by each PAGA Member's Workweeks.

4. HOW CAN I CORRECT THE NUMBER OF WORKWEEKS?

You have until the Response Deadline to correct or challenge the number of Workweeks. You can submit your challenge by signing and sending a letter to the Administrator via mail at the following address:

Administrator:
CPT Group, Inc.
Insert Address

The Administrator will accept Defendants' calculation of Workweeks as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you.

5. HOW WILL I GET PAID?

The Administrator will send, by U.S. mail, checks to every Participating Class Member and every PAGA Member following the Effective Date of this Settlement. Your check will be sent to the same address as this notice. If you change your address, notify the Administrator as soon as possible.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Complete the attached Request for Exclusion form and mail it to the Administrator at the address in Question #4 above postmarked by the Response Deadline.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement by submitting a written objection to the Administrator before the Response Deadline. To object, you must provide a written statement to the Administrator stating what you object to, why you object, and any facts that support your objection. The objection must also contain the words "I object to the settlement in *Sanz v Sterling Jewelers*". You must sign the objection and include your name, current address, telephone number, and your approximate dates of employment. You must also state whether you intend to appear at the Final Approval Hearing.

If you choose to object to the terms of this settlement, then you may enter an appearance *in propria persona* (meaning you choose to represent yourself) or through your own attorney. You will then continue as a Participating Class Member either *in propria persona* or with representation by your own attorney, and you will be solely responsible for the fees and costs of your attorney.

8. MAY I ATTEND THE FINAL APPROVAL HEARING?

You may, but are not required to, attend the Final Approval Hearing on **[[Final Approval Hearing Date]]** at **[[Final Approval Hearing Time]]** in Dept. 71 of the San Diego County Superior Court, located at 330 W Broadway, San Diego, CA 92101. At the hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to the LWDA, Class Counsel, the Class Representative(s), and the Administrator. The Court will invite comment from Class Counsel, Defense Counsel and those who submitted timely written objections and indicated their intent to speak at the hearing before making a decision.

The Court may reschedule the Final Approval Hearing without further notice to Class Members. Please review the Court's online docket, the Settlement website or contact the Administrator or Class Counsel to verify the date and time of the Final Approval Hearing if you believe it may have been continued or otherwise changed.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the Settlement website **[www.XXXX.com]**. Or alternatively, you can go to the Court's website, access the Register of Actions, and search for the case using the case number at the top of this notice. You can also telephone or send an email to Class Counsel at the addresses below:

Class Counsel

Nicholas J. Ferraro
Lauren N. Vega
Ferraro Vega Employment Lawyers, Inc.
3160 Camino del Rio South, Suite 308
San Diego, California 92108
(619) 693-7727 telephone
classactions@ferrarovega.com
ferrarovega.com

Hewgill Cobb & Lockard, APC
Attn: Justin Hewgill
1620 5th Avenue, Suite 325
San Diego, CA 92101
Phone: (619) 432-2520;
Fax: (619) 377-6026
contact@hcl-lawfirm.com

Ben Travis Law, APC
Attn: Ben Travis
4660 La Jolla Village Drive, Suite 100

San Diego, CA 92122
Phone: (619) 353-7966
ben@bentravislaw.com

10. WHAT IF I LOSE MY SETTLEMENT CHECK OR FAIL TO CASH IT?

If you lose or misplace your settlement check, the Administrator will replace it if you request a replacement before the void date on the face of the original check. If your check is already void or you have otherwise failed to cash it, it will be provided to the State of California's Unclaimed Property Division in your name. For more information, please review how to process a claim for your funds with the State of California, https://www.sco.ca.gov/upd_form_claim.html.

BY ORDER OF THE SUPERIOR COURT FOR THE STATE OF CALIFORNIA

Exhibit B

Request for Exclusion Form

Request for Exclusion Form

Maria Sanz et al. v. Sterling Jewelers Inc., Zale Delaware Inc. et al.
Superior Court of the State of California for the County of San Diego
Case No. 37-2022-00015148-CU-OE-CTL

By signing and returning this form, I confirm that I do **NOT** want to be included in the Class Settlement or receive a Class Member settlement check in the class action lawsuit referenced above.

I understand that by opting out, **I am giving up my right to receive any Class payments** in this Settlement. To “opt out,” this form must be postmarked no later than **[[Response Deadline]]** and mailed via U.S. Mail to the following address:

CPT Group, Inc.
Insert Address

I confirm that I have reviewed the Notice of Class Action Settlement. I have decided that I would like to be excluded from the class and to **not** participate in the proposed settlement or receive an individual Class settlement check that I am otherwise entitled to receive.

Dated: _____

(Signature)

(Last Four Digits of SSN)

(Type or print name and former name(s))

(Telephone Number)

(Address)

EXHIBIT 2



Cass Lazar <cass@ferrarovega.com>

Thank you for your Proposed Settlement Submission

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>

Thu, Apr 20, 2023 at 2:00 PM

To: lwda@ferrarovega.com

04/20/2023 01:59:34 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

--

Sent to: lwda@ferrarovega.com

EXHIBIT 3

FERRARO VEGA

SAN DIEGO EMPLOYMENT LAWYERS

Nicholas J. Ferraro
nick@ferrarovega.com
Lauren N. Vega
lauren@ferrarovega.com

ATTORNEYS AT LAW
3160 Camino del Rio South, Suite 308
San Diego, California 92108

Telephone: 619-693-7727
Facsimile: 619-350-6855
www.ferrarovega.com

March 1, 2022

NOTICE OF LABOR CODE VIOLATIONS
CALIFORNIA LABOR CODE SECTIONS 2698 *et seq.*

VIA EMAIL & CERTIFIED U.S. MAIL

- Electronic Return Receipt -

Sterling Jewelers Inc.
Jared the Galleria of Jewelry
375 Ghent Road
Akron, OH 44333

Signet Jewelers Ltd.
375 Ghent Road
Akron, OH 44333

- PAGA Notice & Filing Fee -
Submitted electronically to the California
Labor and Workforce Development
Agency on **03/1/2022**

Dear Labor Enforcement Officer and Company Representatives:

This letter serves as written notice on behalf of AMY MCCORMACK (“Claimant”), and all other “aggrieved employees” under California Labor Code section 2699.3 against STERLING JEWELERS INC. and SIGNET JEWELERS LTD. along with any other related employer entities, including those who may be later added upon further investigation (collectively, “Defendants”).

If the California Labor and Workforce Development Agency (“LWDA”) does not investigate the facts, allegations, and violations set forth in this notice within the statutorily prescribed period under Labor Code section 2699.3, Claimant shall seek and recover civil penalties as a proxy and agent of the State of California on behalf of other aggrieved employees under the California Private Attorneys General Act (“PAGA”).

“PAGA allows an ‘aggrieved employee’—a person affected by at least one Labor Code violation committed by an employer—to pursue penalties for all the Labor Code violations committed by that employer.” *Huff v. Securitas Security Services USA, Inc.* (2018) 23 Cal. App. 5th 745, 751; *see also Kim v. Reins International California, Inc.* (2020) 9 Cal. 73, 79.

FACTUAL STATEMENT

Defendant Sterling Jewelers Inc. is an American specialty jewelry company headquartered in Akron, Ohio and employing aggrieved employees like Claimant in the State of California (including San Diego County) in hourly, non-exempt positions where employees are entitled to wage and hour protections under the California Labor Code and IWC Wage Orders. Sterling Jewelers Inc. does business as Jared the Galleria of Jewelry. Signet Jewelers Ltd. is the world's largest retailer of diamonds and is headquartered in Akron, Ohio. Sterling Jewelers is a subsidiary of Signet Jewelers.

Defendants engaged, suffered and permitted Claimant and the other "aggrieved employees," as defined below, to work, exercised control over their respective wages, hours, and working conditions, and at all times were an agent and/or ostensible agent of any other employers, and the joint employer of Claimant and the aggrieved employees. Defendants legally employed Claimant and the other aggrieved employees under California law.

Additionally, Defendants and their agents remain liable under Labor Code sections 558, 558.1, 1197.1 and 2699 *et seq.* based on the acts and omissions set forth herein.

Claimant worked for Defendants from August 1, 2020 to July 9, 2021 as a Jared Jewelry Specialist and Jared Jewelry Specialist Manager. Throughout her employment, Claimant worked as an hourly, non-exempt employee. In addition to her hourly pay, Claimant earned commissions based on her sale of Defendants' goods as well as the sale of Extended Service Plans and Jewelry Replacement Plans. Claimant also earned bonuses and incentives for assisting with the packing of orders that customers placed online and picked up in the store.

Through this notice, Claimant informs the LWDA of the Labor Code violations set forth herein. The aggrieved employees who Claimant seeks to represent include the following individuals:

All current and former non-exempt hourly employees who worked for Defendants in the State of California during one-year period preceding the date of this notice through the current date and the date of final judgment in any pending action (the "aggrieved employees" and the "PAGA Period").

Claimant seeks all recoverable civil penalties for Defendants' violations and reserves the right to supplement this notice as further investigation is completed and further facts, witnesses, and violations are uncovered. Claimant reserves the right to expand or narrow the definition of the "aggrieved employees" in the forthcoming civil action.

Overtime and Minimum Wage Violations
Violation of Labor Code §§ 200, 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199; IWC Wage Orders

Defendants failed to pay for all hours worked and failed to pay overtime based on the lawful regular rate of pay, in violation of Labor Code sections 201-204, 210, 510, 558, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1199, applicable local minimum wage ordinances, and the related sections of the applicable IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Claimant and the aggrieved employees were not paid at their lawful overtime rate (*i.e.*, time and a half or double time based on their regular rate of pay) for all overtime hours worked in excess of 8 hours in a workday, 40 hours in a workweek, or for any hours on any seventh consecutive day of work, to the extent Claimant or other aggrieved worked on a seventh consecutive workday or other such hours as further investigation may reveal.

Labor Code section 204(a) states that all wages earned are due and payable twice during each calendar month on days designated in advance by the employer as regular pay days. Overtime wages are to be paid no later than the payday for the next regular payroll period. (Labor Code § 204(b)(1).) Labor Code § 210 states that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

Labor Code section 1197 states, “[t]he minimum wage for employees fixed by the commission is the minimum wage to be paid to employees, and the payment of a lower wage than the minimum so fixed is unlawful.” The “Minimum Wages” section of the applicable IWC Wage Order further provides that “[e]very employer shall pay to each employee, on the established payday for the period involved, not less than the applicable minimum wage for all hours worked in the payroll period, whether the remuneration is measured by time, piece, commission, or otherwise.”

Labor Code section 510 requires “[a]ny work in excess of eight hours in one workday and any work in excess of 40 hours in any one workweek and the first eight hours worked on the seventh day of work in any one workweek shall be compensated at the rate of no less than one and one-half times the regular rate of pay for an employee;” and “any work in excess of 12 hours in one day shall be compensated at the rate of no less than twice the regular rate of pay for an employee;” and “any work in excess of eight hours on any seventh day of a workweek shall be compensated at the rate of no less than twice the regular rate of pay of an employee.”

Labor Code sections 558 and 1197.1 contain civil penalties for violating this provision of those provisions of the IWC Wage Orders, including sections 3 and 4 and the standing Minimum Wage Order. Labor Code section prohibits payment of a wage less than the legal overtime compensation applicable to the employee. Labor Code section 1198 renders “employment of

any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful and Labor Code section 1199 renders payment of wages contrary to the forging Labor Code and Wage Order provisions unlawful.

Defendants undercompensated the aggrieved employees because employees were forced to work through their meal periods for a variety of reasons (discussed in meal period section below). Defendants required employees to clock out for meal periods, but employees would be required to perform various work-related tasks although they were clocked out and were not compensated for that time. This resulted in unpaid regular and overtime wages to Claimant and the aggrieved employees.

As a result, Claimant and aggrieved employees may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code §§ 225.5 (\$100/\$200), 558 (\$50/\$100), 1197.1 (\$100/\$250) and 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Meal Period Premiums **Violation of Labor Code §§ 226.7, 512, 1198; IWC Wage Orders**

Defendants failed to pay meal period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 512 and 1198, and the related sections of the IWC Wage Orders, including section 11.

Labor Code section 512 requires that employers provide a 30-minute, uninterrupted meal period after no more than five hours of work and a second meal period after no more than 10 hours of work. *See Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal. 4th 1004, 1049. Labor Code section 226.7 requires that if a meal period is late, missed, short, or interrupted, the employer must pay for an hour of pay at the employee’s “regular rate” of compensation. *Ferra v. Loews Hollywood Hotel, LLC* (2021) 11 Cal. 5th 858, 862 (“We hold that the terms are synonymous: “regular rate of compensation” under section 226.7(c), like “regular rate of pay” under section 510(a), encompasses all nondiscretionary payments, not just hourly wages”). “[T]ime records showing noncompliant meal periods raise a rebuttable presumption of meal period violations, including at the summary judgment stage.” *Donohue v. AMN Services, LLC* (2021) 11 Cal. 5th 58, 61. Labor Code section 1198 renders “employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]” unlawful.

Defendants failed to provide Claimant and other aggrieved employees compliant meal periods throughout the PAGA Period. As an initial matter, Claimant’s time records establish meal period violations without a corresponding meal period premium payment (although Defendants did pay some meal period premiums). Claimant’s time records reveal instances of Defendants’ agents editing her time records to make it appear as though her meal periods were compliant (*i.e.*, not short or late). On information and belief, Claimant alleges that the aggrieved employees faced similar issues.

Even during times when the aggrieved employees were clocked out for a meal period, they were still forced to work during the meal periods to ensure completion of the numerous requirements imposed upon them and because they would be penalized by being taken out of the “rotation” in relation to sales. Defendants required employees to undertake various tasks (in addition to their sales tasks), including cold calling 10 customers each day, writing thank you notes, completing work-related training videos and quizzes, communicating with existing customers, and posting to their personal social media accounts about Jared the Galleria of Jewelry, among other tasks. The numerous tasks required of the aggrieved employees made it incredibly difficult to consistently take duty-free meal periods. Additionally, employees were forced to clock out for meal periods and continue making themselves available to customers or else they would be penalized by being taken out of the sales rotation and would lose out on sales (*i.e.*, commissions). Defendants operated under a system whereby salespeople would be assigned to customers in an effort to fairly spread out the ability to earn commissions. Employees would essentially be placed in a hypothetical “line” and would be assigned to assist customers based on the order of the “line.” This cycle would repeat throughout the day. However, whenever an employee took a meal period or a rest period, they would be *taken out* of the sales “rotation” and would essentially be placed at the back of the line rather than simply returning to their place in line once the break was over. Forcing people to start at the back of the rotation was meant to drive sales and discourage people from taking their breaks. As a result, the aggrieved employees often clocked out for lunch and would remain on the sales floor so they would not lose their place in the rotation.

Moreover, when Defendants owed and/or paid meal period premiums, Defendants failed to pay the meal period premiums at the “regular rate of compensation” in violation of Labor Code section 226.7. Instead, Defendants paid meal period premiums at Claimant and the other aggrieved employees’ straight time hourly rate and failed to factor in the additional remuneration earned by Claimant and the aggrieved employees, such as bonuses, commissions, and incentives. As an example, Claimant’s wage statement dated June 13, 2021 shows that Claimant was paid a meal period premium at her straight time hourly rate of \$19.75. Defendants should have paid the meal period premium at the regular rate of compensation, which must factor in the commissions and incentives earned by Claimant during the same pay period. Defendants’ underpayment of meal period premiums is widespread payroll issue that impacted other aggrieved employees.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Rest Period Premiums
Violation of Labor Code §§ 226.7, 516, 1198; IWC Wage Orders

Defendants failed to pay rest period premiums at the lawful regular rate of compensation to Claimant and other aggrieved employees in violation of Labor Code sections 226.7, 516 and 1198, and the related sections of the IWC Wage Orders, including section 12.

Labor Code sections 226.7 and 516, along with the IWC Wage Orders, require that employers authorize and permit a 10-minute, uninterrupted rest period for each four-hour period (or major fraction thereof) that an employee works. Labor Code section 226.7 requires that if a meal period is non-compliant, the employer must pay for an hour of pay at the employee's "regular rate" of compensation. *See Ferra v. Loews Hollywood Hotel*, 11 Cal. 5th at 862. Labor Code section 1198 renders "employment of any employee for longer hours than those fixed by the order or under conditions of labor prohibited by the [IWC Wage Orders]" unlawful. Defendants required Claimant and other aggrieved employees to effectively waive or otherwise forego their rest periods contrary to the law.

For the same reasons as discussed above in the meal period section, Claimant and the aggrieved employees were unable to take all the rest periods to which they were entitled. Defendants had a policy and practice of not paying rest period premiums to employees who were unable to take rest periods. To the extent Defendants did pay rest period premiums, Claimant is informed and believes that Defendants failed to pay such premiums at the regular rate of compensation, which would have factored in employees' additional remuneration, such as bonuses, commissions, incentives, and other payments.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Underpaid Paid Sick Leave
Violation of Labor Code §§ 246 through 248.5

Defendants violated Labor Code section 246 because they failed to calculate and pay Claimant and the aggrieved employees paid sick leave at an hourly rate using one of the three permissible methods of calculation set forth in Labor Code sections 246(l)(1) to (3). Under Labor Code section 246 *et seq.*, employers are required to provide paid sick leave to all employees. Employers have the option of providing 24 hours of paid sick leave to employees or to allow employees to accrue paid sick leave each pay period. Cal. Lab. Code § 246. If an employer chooses the accrual method, employees must accrue sick leave at a rate of one (1) hour for every thirty (30) hours worked in a given pay period. Cal. Lab. Code § 246(b)(1). Under the accrual method, employees must begin accruing paid sick leave at the commencement of employment. Cal. Lab. Code § 246(b)(1).

Additionally, employers are required to pay sick leave in accordance with one of the permissible methods provided in Labor Code § 246(l)(1)-(3):

(l) For the purposes of this section, an employer shall calculate paid sick leave using any of the following calculations:

(1) Paid sick time for nonexempt employees shall be calculated in the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek.

(2) Paid sick time for nonexempt employees shall be calculated by dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(3) Paid sick time for exempt employees shall be calculated in the same manner as the employer calculates wages for other forms of paid leave time.

The third option is not applicable because this case involves non-exempt employees. Defendants were required to pay paid sick time under the method set forth in options one or two.

As an initial matter, Claimant is informed, believes, and alleges that Defendants failed to provide paid sick leave in accordance with California law, rendering Defendants liable for an associated civil penalty with respect to every employee and every pay period during the PAGA period.

Defendants also failed to pay Claimant and the aggrieved employees' sick leave in a manner permitted by statute. On Claimant's wage statement dated July 2, 2021, she used 8 hours of sick leave for which she was paid at her straight time hourly rate of \$19.75:

Description	Dates	Hours	Rate	Amount	YTD Hours	YTD Amount
Commission - Mont			0		0	3,048.49
LTC Bonus			0		0	500.00
Break Violation	06/13/2021 - 06/26/2021	1	19.75	19.75	10	191.50
Commission - ESP	06/13/2021 - 06/26/2021	0	0	64.25	0	896.26
Holiday			0		24	442.00
Commission - JRP	06/13/2021 - 06/26/2021	0	0	5.00	0	22.13
Overtime	06/13/2021 - 06/19/2021	0.08	30.43	2.44		
Overtime	06/20/2021 - 06/26/2021	0.33	30.71	10.14	38.9	1,314.43
Regular Hourly	06/13/2021 - 06/26/2021	69.2	19.75	1,366.70	945.22	18,229.12
Ship from Store Inc	06/13/2021 - 06/19/2021	0	0	3.00		
Ship from Store Inc	06/20/2021 - 06/26/2021	0	0	20.00	0	23.00
Sick	06/13/2021 - 06/26/2021	8	19.75	158.00	22.42	442.80
Commission - Watc			0		0	13.17
Vacation			0		8	158.00
Commission - Week	06/13/2021 - 06/26/2021	0	0	36.51	0	713.29

Defendants violated California law by failing to factor in Claimant's commissions and other forms of remuneration into her sick leave rate of pay for this pay period or otherwise pay her sick leave in a manner permitted by statute. The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code § 246(l)(1)-(3) was applied as a matter of

common policy and practice to Claimant and the aggrieved employees in those pay periods where they earned additional payments, bonuses, commissions, or other forms of non-excludable remuneration and also received paid sick leave.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Underpaid Covid Supplemental Paid Sick Leave
Violation of Labor Code §§ 246 through 248.6

Defendants violated Labor Code section 248.2 and 248.6 because they failed to calculate and pay Claimant and the aggrieved employees' paid sick leave at the lawful hourly rate. Labor Code 248.2 required employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2021 through September 30, 2021. Labor Code section 248.6 extended Covid sick leave protections and requires employers to provide up to 80 hours of Covid-19 Supplemental Paid Sick Leave for the period of January 1, 2022 to September 30, 2022, and may be extended thereafter. Employers must comply with the calculation and payment methods of these Covid supplemental sick leave laws.

Under Labor Code sections 248.2, non-exempt employees must be paid supplemental paid sick leave according to the highest of the following four methods:

(I) Calculated in the same manner as the regular rate of pay for the workweek in which the covered employee uses COVID-19 supplemental paid sick leave, whether or not the employee actually works overtime in that workweek.

(II) Calculated by dividing the covered employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

(III) The state minimum wage.

(IV) The local minimum wage to which the covered employee is entitled.

Labor Code section 248.6 requires employers to pay supplemental sick leave using either method I or II identified above.

On information and belief, Defendants violated California law by failing to pay Covid Supplemental Paid Sick Leave at the correct rate. For the same reasons discussed in the Paid Sick Leave section above, Defendants failed to pay Covid-19 Supplemental Sick Leave at a rate authorized by statute. When paying such leave, Defendants failed to factor in employees' commissions, bonuses, incentives, and other compensation when paying sick leave. On information and belief, Defendants instead paid Supplemental Sick Leave at employees' straight time hourly rate rather than by one of the methods authorized by Labor Code sections 248.2 and 248.6.

The failure to calculate and pay paid sick leave at one of the lawful rates set forth in Labor Code §§ 248.2 and 248.6 was applied as a matter of common policy and practice to Claimant and the aggrieved employees in those pay periods where they earned bonuses, commissions, or other forms of non-excludable remuneration and also received statutory paid sick leave. Defendants further failed to maintain the proper records required by the paid sick leave statutes.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law. Claimant is also entitled to penalties under Labor Code section 248.5.

Failure to Reimburse Necessary Expenses
Violation of Labor Code §§ 2800, 2802

Defendants failed in their affirmative legal obligation to reimburse Claimant and other aggrieved employees for all necessary work-related costs and expenses as a matter of policy and practice in violation of Labor Code section 2802, which states:

An employer shall indemnify his or her employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer, even though unlawful, unless the employee, at the time of obeying the directions, believed them to be unlawful.

Defendants required Claimant and the aggrieved employees to incur costs for work-related purposes, including expenses associated with their cell phones, data, and/or cell phone apps. Defendants required Claimant and the other aggrieved employees to use their personal cell phones for work-related purposes. For example, Defendants required employees to make social media posts during their shift to their personal social media accounts and employees used their own cell phones to access their social media accounts, to take photos, and to access Jared photos from an app. Claimant and the aggrieved employees were also required to use their cell phones to text guests about their orders, to answer questions, etc. Claimant and the aggrieved employees were not able to use another means to text the guests as the tablets in the stores were not text message compatible. Claimant also incurred expenses associated with using apps to text customers and to post on social media. As such and in direct consequence of their job duties, Claimant and the aggrieved employees unavoidably and necessarily incurred losses, expenditures, costs and expenses that were unreimbursed in violation of Labor Code sections 2800 and 2802.

To the extent Defendants argue that the expenses were reimbursable only upon request and preapproval, Labor Code section 2802's mandate is absolute: the element of constructive

knowledge “does not appear in the statute” and written policies or handbooks do not “affect the significance of a failure to comply with that statutory duty ... the rights afforded by section[] 2802 may not be subject to negotiation or waiver.” *Espinoza v. West Coast Tomato Growers, LLC* (S.D. Cal. 2016) Case No. 14-CF-2984 at n.2; *Park v. Joong-Ang Daily News Cal., Inc.* (2nd App. Dist., Div. 7, 2017) No. B268678 n.7 (unpublished, citing published authority). Labor Code section 2804 further affirms that “[a]ny contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled under the laws of this State.” In other words, if—as here—employees incur “necessary expenses” or “losses” for the benefit of their employer, then the employees are unconditionally entitled to receive reimbursement for those expenses. Labor Code § 2804 prohibits waiver of these rights.

Such a pattern, practice and uniform administration of corporate policy as described herein is unlawful and creates an entitlement to recover by Claimant, the aggrieved employees and the State of California in a civil action for all civil penalties recoverable for violations of Labor Code section 2802, including those set forth in Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, along with the recovery of attorney’s fees and costs of suit.

Untimely Payment of Wages During Employment **Violation of Labor Code §§ 204, 204b, 210**

Defendants violated Labor Code sections 204 and 204b requiring payment of all wages on regularly scheduled paydays with respect to Claimant and other aggrieved employees by failing to pay all wages owed on the regular pay days scheduled each pay period. To the extent that Defendants made or make any retroactive payments to Claimant or other aggrieved employees, such amounts are untimely in violation of these payday statutes.

Because Defendants failed to pay all wages in each pay period in which such wages were earned at the lawful rate for overtime, meal/rest premiums and other forms of remuneration, Defendants violated Labor Code section 204 and/or 204b (for weekly employees), which requires timely payment of wages of wages each regular scheduled pay period. Labor Code section 204 requires payment of “all wages” for non-exempt employees at least twice each calendar month. Labor Code section 204b applies to employees paid on a weekly basis and also requires the payment for all labor within the required pay periods. Labor Code section 210 provides that, “every person who fails to pay the wages of an employee as provided in Section...204...shall be subject to a civil penalty” of \$100 for an initial violation and \$200 plus 25% of the amount unlawfully withheld for a subsequent violation.

As explained above, Defendants underpaid Claimant and other aggrieved employees’ regular, overtime, sick, and premium pay, including at the lawful regular rate of compensation/pay. Defendants are separately liable for not paying the full amount owed to Claimant and other aggrieved employees each payday in violation of Labor Code sections 204 and/or 204b.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code section 2699 (\$100/\$200) per violation per pay period per employee, Labor Code section 210 (\$100/\$200) per violation per pay period, along with all other civil penalties permitted by law.

Untimely Payment of Wages Upon Separation of Employment
Violation of Labor Code §§ 201, 202, 203

Defendants violated Labor Code sections 201, 202 and 203 requiring timely payment of all wages upon separation and waiting time penalties in lieu thereof with respect to aggrieved employees by failing to pay all wages and premiums owed upon termination of employment.

Labor Code section 201 requires that if an employer fires an employee, the wages must be paid immediately. Labor Code section 202 requires that if an employee quits without providing 72 hours' notice, his or her wages must be paid no later than 72 hours thereafter. Labor Code section 202 states that if an employee provides 72 hours' notice, the final wages are payable upon his or her final day of employment. Labor Code section 203 requires an employer who fails to comply with Labor Code sections 201 or 202 to pay a waiting time penalty for each employee, up to a period of 30 days.

Because Defendants failed to pay all wages and premiums owed to the aggrieved employees during their employment and failed to properly pay regular and overtime wages at the lawful respective rates, Defendants failed to timely pay all wages owed upon separation of employment in violation of Labor Code sections 201, 202 and 203.

As a result, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code § 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

Non-Compliant Wage Statements
Violation of Labor Code §§ 226, 226.3

Defendants violated Labor Code section 226 with respect to Claimant and other aggrieved employees by failing to furnish itemized wage statements each pay period that accurately list all information required by Labor Code section 226(a)(1) through (9).

Labor Code section 226(a) requires an employer to furnish wage statements to employees semimonthly or at the time of each payment of wages, "an accurate itemized statement in writing showing:" (1) gross wages earned, (2) total hours worked, (3) the number of piece rate units earned and applicable piece rate in effect, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the pay period, (7) the name of the employee and last four digits of SSN or an EIN, (8) the name and address of the legal name of the employer, and (9) all applicable hourly rates in effect during the pay period and the number of hours worked at each hourly

rate by the employee.¹ An employer who violates subdivision (a) of Section 226 shall be subject to a civil penalty in the amount of \$250 per employee per violation for the initial citation and \$1,000 per employee for each violation in a subsequent citation, in addition to other penalties allowed by law.

Throughout the relevant statutory period, as a result of the foregoing violations identified in this notice—unpaid regular and overtime wages and premiums—Defendants violated Labor Code section 226(a)(1) by not listing the correct “gross wages earned,” as the employees earned regular wages, overtime, and premiums, but were instead underpaid, resulting in an inaccurate reflection and recording of “gross wages earned” on those wage statements. Defendants also violated Labor Code section 226(a)(5) with respect to “net wages earned” for the same reasons, as the “net wages earned” are depreciated and underpaid resulting in an inaccurate reflection on the pay stub.

Similarly, in violation of Labor Code section 226(a)(9), the hourly rates and corresponding hours worked at those rates are incorrectly listed on Claimant and the aggrieved employees’ wage statements. The hourly rates on the wage statements are inaccurate with respect to overtime hours that were not paid (as a result of off the clock work), meal period and rest period premiums, and paid sick leave hours, as those hours were paid at the improper rates and reflected as such on the wage statements of the aggrieved employees.

Claimant and other aggrieved employees cannot promptly and easily determine from the wage statement alone the wages paid or earned without reference to other documents or information. Indeed, these wage statement violations are significant because they sowed confusion among Claimant and other aggrieved employees with respect to what amounts were owed and paid, at what rates, the number of hours worked, and how those amounts were calculated. The wage statements reflect a false statement of earnings and concealed the underlying problems and underpayments throughout the relevant period.

Thus, Claimant may recover civil penalties on behalf of herself, the State of California and the aggrieved employees as provided under Labor Code sections 226.3 (\$250/\$1,000) and/or 2699 (\$100/\$200) per violation per pay period per employee, along with all other civil penalties permitted by law.

¹ See generally *Lopez v. Friant & Associates, LLC* (2017) 15 Cal. App. 5th 773, 787-88 (“Consistent with the PAGA statutory framework and the plain language of section 226(e), we hold a plaintiff seeking civil penalties under PAGA for a violation of section 226(a) does not have to satisfy the “injury” and “knowing and intentional” requirements of section 226(e)(1)”); see also *Kastler v. Oh My Green, Inc.* (N.D. Cal., Oct. 25, 2019) Case No. 19-CV-02411-HSG (“Injuries from a failure to provide an accurate pay statement include ‘possibility of not being paid overtime, employee confusion over whether they received all wages owed them, difficulty and expense involved in reconstructing pay records, and forcing employees to make mathematical computations to analyze whether the wages paid in fact compensated them for all hours worked’) (rejecting *Maldonado* defense for class claims).

Failure to Maintain Accurate Records
Violation of Labor Code §§ 1174, 1174.5, 1198; IWC Wage Orders

Because of the violations set forth in this notice, including Defendants' failure to accurately maintain records of pay for all hours worked at the appropriate lawful rates of pay, Defendants violated Labor Code section 1174 and the IWC Wage Orders by failing to maintain accurate payroll records showing all hourly rates in effect and hours worked at those rates, and the wages paid to each employee. As a result, Defendants are liable for a civil penalty of \$500 per employee to Claimant and each aggrieved employee pursuant to Labor Code section 1174.5.

Attorneys' Fees and Costs
Labor Code § 2699(g)

Claimant was compelled to retain the services of counsel to file this court action to protect her interests, the interests of other aggrieved employees, and the State of California. Claimant has thereby incurred and will continue to incur attorneys' fees and costs, which are recoverable on all PAGA causes of action under Labor Code section 2699(g).

Notice of Demand for Defendants To Change Policies and Practices

Claimant intends to pursue legal action against Defendants based on the violations set forth in this notice. Defendants are hereby notified that any attempt to resolve this case must be conducted in coordination with Claimant's counsel to protect the interests of Claimant, the aggrieved employees, and the State of California via the LWDA. Any and all settlements releasing liability require Court approval in connection with Claimant and their counsel to fully release liability and resolve the claims alleged in this notice. Claimant will establish that (1) her lawsuit was a catalyst in motivating Defendants to change their policies and practices and provide the relief sought through this action, (2) that the forthcoming lawsuit has merit and is based on undisputed violations for which Defendants will be liable at trial, and (3) that Claimant has hereby notified Defendants of their violations and considers this notice an attempt to resolve the matter. *See Tipton-Whittingham v. City of Los Angeles* (2004) 34 Cal.4th 604, 608 (citing *Graham v. Daimler-Chrysler Corp.* (2004) 34 Cal. 4th 553 (authorizing an award of catalyst attorneys' fees)).

As the PAGA representative, Claimant has a duty to file this case at the earliest opportunity. Defendants may contact Claimant's counsel with any questions regarding this letter or the forthcoming lawsuit.

CONCLUSION

If the LWDA does not pursue enforcement, Claimant will bring representative claims on behalf of the State of California and the aggrieved employees seeking all recoverable civil penalties for violations of the Labor Code and the IWC Wage Orders, along with attorneys' fees, costs, interest, and other appropriate relief.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in cursive script that reads "Lauren Vega".

Lauren N. Vega

Cc Claimant
 Nicholas J. Ferraro, Esq.

Emily Papania, Esq.
epapania@vorys.com
Counsel for Defendants

EXHIBIT 4

CASE NAME: STERLING JEWELERS

Date: February 9, 2023

Requesting Attorney: Ben Travis

Plaintiff or Defense: Plaintiff

Firm Name: Ben Travis Law

Telephone: (619) 353-7966

Email: ben@bentravislaw.com

All-In Settlement

Class Size: 3,800

Opt-Out Rate: 1.5%

No. of Checks Issued: 3,743

Postage Total: \$4,371.42

Grand Total: \$36,926.37

DISCOUNTED FLAT FEE: \$25,750.00

The services and numbers reflected herein are an estimate provided by counsel. If the actual services and number are different, our cost estimate will change accordingly.

The attached Terms and Conditions are included as part of our cost proposal. By accepting our costs proposal for this matter, you are thereby agreeing to the Terms and Conditions.

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will Be Posted on a Case Specific Website.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
TOTAL			\$2,215.00

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA. CPT will Mail a Full-Length Notice & 1-Page Exclusion Form.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$250.00	1	\$250.00
Print & Mail Notice Packets	\$1.00	3,800	\$3,800.00
First-Class Postage (up to 1 oz.)*	\$0.52	3,800	\$1,976.00
TOTAL			\$6,216.00

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Remailled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	4	\$240.00
Update Undeliverable Mail Database	\$0.50	228	\$114.00
Skip Trace for Best Address	\$1.00	196	\$196.00
Print & Remail Notice Packets	\$1.00	178	\$178.00
First-Class Postage (up to 1 oz.)	\$0.60	178	\$106.80
TOTAL			\$834.80

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	2	\$300.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	57	\$114.00
Print & Mail Deficiency/Dispute Notices	\$1.50	3	\$4.50
First-Class Postage (up to 1 oz.)	\$0.60	3	\$1.80
Review & Process Deficiency Responses	\$10.00	2	\$20.00
		TOTAL	\$595.30

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	570	\$1,710.00
		TOTAL	\$2,010.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	3,743	\$374.30
		TOTAL	\$809.30

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	9	\$1,350.00
Project Manager: Correspondence w/Parties	\$95.00	5	\$475.00
Programming: Setup & Printing of Checks	\$150.00	5	\$750.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	3,743	\$9,357.50
First-Class Postage (up to 1 oz.)*	\$0.52	3,743	\$1,946.36
		TOTAL	\$14,778.86

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	299	\$149.50
Skip Trace for Best Address	\$0.75	299	\$224.25
Remail Undeliverable Checks	\$2.50	272	\$680.00
First-Class Postage (up to 1 oz.)	\$0.60	272	\$163.20
Re-Issue Checks as Required	\$5.00	188	\$940.00
First-Class Postage (up to 1 oz.)	\$0.60	188	\$112.80
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation*	\$600.00	1	\$600.00
Annual Tax Reporting to IRS*	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$6,809.75

*CPT will file Federal and California taxes in accordance to current state and federal regulations. Additional charges will apply if the Settlement/Order/parties require(s) multiple state tax filings.

SCO ESCHEATMENT PROCESSING

Escheatment Processing to the State Controller Unclaimed Property Division / Uncashed Check Rate 21%			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
UPEnterprise Reporting Services	\$0.15	786	\$117.90
Project Manager: SCO Fall Reporting	\$95.00	2	\$190.00
Project Supervisor: Review of SCO Reports	\$150.00	1	\$150.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Check Reissues for Winter/Spring QTR	\$5.00	79	\$395.00
First-Class Postage (up to 1 oz.)	\$0.60	79	\$47.40
Project Supervisor: June Remittance	\$150.00	1	\$150.00
Project Manager: June Remittance	\$95.00	2	\$190.00
Certified Mail Report to SCO	\$8.53	1	\$8.53
Add'l Account Recons	\$150.00	6	\$900.00
Add'l QSF Annual Tax Reporting	\$500.00	1	\$500.00
TOTAL			\$2,657.36

GRAND TOTAL	\$36,926.37
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TERMS AND CONDITIONS

These Terms and Conditions are made a part of, and incorporated by reference into, any cost proposal or Bid presented by CPT Group, Inc. to Client

1. Definitions.

- a) **"Affiliate"** means a party that partially (at least 50%) or fully controls, is partially or fully controlled by, or is under partial (at least 50%) or full common control with another party.
 - b) **"Approved Bank"** means a financial institution insured by the Federal Deposit Insurance Corporation with capital exceeding \$1 billion.
 - c) **"Case"** means the particular judicial matter identified by the name of plaintiff(s) and defendant(s) on the applicable Order.
 - d) **"Claims Administrator"** means CPT Group, Inc., a reputable third-party Claims Administrator selected by all the Parties (Plaintiff and Defense Counsel) to administer the Settlement or Notification Mailing.
 - e) **"Client"** means collectively Plaintiff Counsel and Defense Counsel.
 - f) **"Client Content"** means all Class Member written document communications relating to the Case, including claim forms, opt-out forms, and objections, which contain Client Data.
 - g) **"Client Data"** means proprietary or personal data regarding Client or any of its Class Members under this Agreement, as provided by Client.
 - h) **"Class Member"** means an individual who is eligible under the Settlement Agreement to receive a designated amount of the Settlement, including the named Plaintiff(s) in the Case and all other putative persons so designated or addressed therein.
 - i) **"Confidential Information"** means any non-public information of CPT or Client disclosed by either party to the other party, either directly or indirectly, in writing, orally or by inspection of tangible objects, or to which the other party may have access, which a reasonable person would consider confidential and/or which is marked "confidential" or "proprietary" or some similar designation by the disclosing party. Confidential Information shall also include the terms of this Agreement, except where this Agreement specifically provides for disclosure of certain items. Confidential Information shall not, however, include the existence of the Agreement or any information which the recipient can establish: (i) was or has become generally known or available or is part of the public domain without direct or indirect fault, action, or omission of the recipient; (ii) was known by the recipient prior to the time of disclosure, according to the recipient's prior written documentation; (iii) was received by the recipient from a source other than the discloser, rightfully having possession of and the right to disclose such information; or (iv) was independently developed by the recipient, where such independent development has been documented by the recipient.
 - j) **"Court Order"** means a legal command or direction issued by a court, judicial office, or applicable administrative body requiring one or more parties to the Case to carry out a legal obligation pursuant to the Case.
 - k) **"Defendant"** means the named party and/or parties in the Case against whom action is brought.
 - l) **"Defense Counsel"** means the attorney of record for the defendant(s) in the Case.
 - m) **"Intellectual Property Right"** means any patent, copyright, trade or service mark, trade dress, trade name, database right, goodwill, logo, trade secret right, or any other intellectual property right or proprietary information right, in each case whether registered or unregistered, and whether arising in any jurisdiction, including without limitation all rights of registrations, applications, and renewals thereof and causes of action for infringement or misappropriation related to any of the foregoing.
 - n) **"Order"** means a Product purchase in a schedule, statement of work, addendum, exhibit, or amendment signed by Client and CPT.
 - o) **"Parties"** shall mean collectively Defendants, Defense and Plaintiff as defined in the Settlement Agreement or Court Order.
 - p) **"Plaintiff"** means the named party and/or parties in the Case who are bringing the action.
 - q) **"Plaintiff Counsel"** means the attorney of record for plaintiff Class Members in the Case.
 - r) **"Products"** means any and all CPT Services, and work products resulting from Services.
 - s) **"Qualified Settlement Fund"** means the entity as defined by Treasury Regulation section 4686-1 under which a bank account is established to receive settlement funds from the Defendant in the Case, which such funds are then disbursed by CPT according to the Settlement Agreement and pursuant to Court Order.
 - t) **"Service"** means any service rendered by CPT specifically to Client, including, but not limited to: (i) notifications to Class Members; (ii) setting up a Qualified Settlement Fund with a financial institution; (iii) management of disbursement of funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement; (iv) provision of customer support relating to the Case; (v) management of Case claim forms and correspondence; and/or (vi) any administrative or consulting service.
 - u) **"Software"** means any and all of CPT's proprietary applications, including, without limitation, all updates, revisions, bug-fixes, upgrades, and enhancements thereto.
 - v) **"Settlement"** means the total dollar amount agreed to between parties to the Case, as negotiated by Plaintiff Counsel and Defense Counsel, to resolve the Case to mutual satisfaction.
 - w) **"Settlement Agreement"** means the contract between parties to the Case to resolve the same, which specifies amounts to be disbursed from the Qualified Settlement Fund to attorneys, CPT, and individual Class Members.
 - x) **"Term"** means the term of the Agreement, as set forth in the Order.
 - y) **"Transmission Methods"** means the secure authorized manner to send Client Data and/or Wire Information as specified on a schedule or Order hereto.
 - z) **"Wire Information"** means instructions for (i) Defense Counsel to transfer funds from Defendant to the Qualified Settlement Fund or (ii) CPT to transfer funds from the Qualified Settlement Fund to applicable parties pursuant to the Settlement Agreement.
2. Client Obligations. Client will ensure that it has obtained all necessary consents and approvals for CPT to access Client Data for the purposes permitted under this Agreement and shall only transmit Client Data and/or Wire Instructions to CPT via the Transmission Methods. Client shall use and maintain appropriate administrative, technical, and physical safeguards designed to protect Client Data provided under this Agreement. Client shall not send, or attempt to send, Client Data and/or Wire Instructions via email, facsimile, unprotected spreadsheet, USB flash drive or other external or removable storage device, cloud storage provider, or any other method not specified in the Transmission Methods. Notwithstanding the foregoing, Client acknowledges and understands that the electronic transmission of information cannot be guaranteed to be secure or error free, and such information could be intercepted, corrupted, lost, and/or destroyed. Client further warrants that any Client Data and/or Wire Instructions it transmits shall be free of viruses, worms, Trojan horses, or other harmful or disabling codes which could adversely affect the Client Data and/or CPT. If Client is in breach of this section, CPT may suspend Services, in addition to any other rights and remedies CPT may have at law or in equity.
3. Security. The Parties and CPT shall each use reasonable administrative, technical, and physical safeguards that are reasonably designed to: (a) protect the security and confidentiality of any personally identifiable information provided by Class Members and/or Client under this Agreement; (b) protect against any anticipated threats or hazards to the security or integrity of such personally identifiable information; (c) protect against unauthorized access to or use of such personally identifiable information that could result in substantial harm or inconvenience to any individual; and (d) protect against unauthorized access to or use of such personally identifiable information in connection with its disposal. Each Party will respond promptly to remedy any known security breach involving the personally identifiable information provided by you and/or Client under this Agreement and shall promptly inform the other Parties of such breaches.
4. CPT Obligations. Provided that Client complies with all provisions of Section "Client Obligations", CPT will (i) maintain appropriate safeguards for the protection of Client Data, including regular back-ups, security and incident response protocols, and (ii) not access or disclose Client Data except (A) as compelled by law, (B) to prevent or address service or technical issues, (C) in accordance with this Agreement or the provisions of the Settlement Agreement, or (D) if otherwise permitted by Client.
5. Mutual Obligations.
- a) Resources. Each party agrees to: (i) provide the resources reasonably necessary to enable the performance of the Services; (ii) manage its project staffing, milestones, and attendance at status meetings; and (iii) ensure completion of its project deliverables and active participation during all phases of a Service project. The parties acknowledge that failure to cooperate during a Service project may delay delivery of the Service.

If there is a delay, the party experiencing the delay will notify the other party as soon as reasonably practicable, and representatives of each party will meet to discuss the reason for the delay and applicable consequences. Changes beyond the scope of an Order and/or a party's delay in performing its obligations may require an amended Order.

- b) **Incident Notification.** Each party will promptly inform the other parties in the event of a breach of Client Data in their possession and shall utilize best efforts to assist the other parties to mitigate the effects of such incident.
6. **Qualified Settlement Fund Account.** At Client's request, CPT shall be authorized to establish one or more bank accounts at an Approved Bank. The amounts held at the Approved Bank under this Agreement are at the sole risk of Client. Without limiting the generality of the foregoing, CPT shall have no responsibility or liability for any diminution of the funds that may result from the deposit thereof at the Approved Bank, including deposit losses, credit losses, or other claims made against the Approved Bank. It is acknowledged and agreed that CPT has acted reasonably and prudently in depositing funds at an Approved Bank, and CPT is not required to conduct diligence or make any further inquiries regarding such Approved Bank.
7. **Fees and Payment.** Pricing stated within the proposal is good for 90 Days. All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the Client data and /or notice documents. Client will be invoiced for any remaining fees according to the applicable Order. Pricing stated within any proposal from CPT to Client is for illustrative purposes only and is only binding upon an Order executed by CPT and Client. Payment of fees will be due within 30 days after the date of the invoice, except where this Agreement expressly prescribes other payment dates. All fees set forth in an Order are in U.S. dollars, must be paid in U.S. dollars, and are exclusive of taxes and applicable transaction processing fees. Late payments hereunder will incur a late charge of 1.5% (or the highest rate allowable by law, whichever is lower) per month on the outstanding balance from the date due until the date of actual payment. In addition, Services are subject to suspension for failure to timely remit payment therefor. If travel is required to effect Services, Client shall reimburse CPT for pre-approved, reasonable expenses arising from and/or relating to such travel, including, but not limited to, airfare, lodging, meals, and ground transportation.
8. **Term and Termination.**
- a) **Term.** The Term is set forth in the Order. The Agreement may be renewed by mutual written agreement of the parties.
- b) **Termination for Cause.** Either party may immediately terminate this Agreement if the other party materially breaches its obligations hereunder, and, where capable of remedy, such breach has not been materially cured within forty-five (45) days of the breaching party's receipt of written notice describing the breach in reasonable detail.
- c) **Bankruptcy Events.** A party may immediately terminate this Agreement if the other party: (i) has a receiver appointed over it or over any part of its undertakings or assets; (ii) passes a resolution for winding up (other than for a bona fide scheme of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect and such order is not discharged or stayed within ninety (90) days; or (iii) makes a general assignment for the benefit of its creditors.
- d) **Effect of Termination.** Immediately following termination of this Agreement, upon Client's written request, Client may retrieve Client Data via Client's secure FTP site in the same format in which the Client Data was originally inputted into the Software, at no additional charge. Alternatively, Client Data can be returned in a mutually agreed format at a scope and price to be agreed. CPT will maintain a copy of Client Data and Client Content for no more than four (4) years following the date of the final check cashing deadline for Class Members under the Settlement Agreement, after which time any Client Data and Client Content not retrieved will be destroyed.
- e) **Final Payment.** If Client terminates this Agreement due to Section "Termination", Client shall pay CPT all fees owed through the termination date. If CPT terminates the Agreement in accordance with Section "Termination," Client shall pay CPT all fees invoiced through the termination date, plus all fees remaining to be invoiced during the Term, less any costs CPT would have incurred had the Agreement not been terminated.

Confidentiality. Each of the parties agrees: (i) not to disclose any Confidential Information to any third parties except as mandated by law and except to those subcontractors of CPT providing Products hereunder who agree to be bound by confidentiality obligations no less stringent than those set forth in this Agreement; (ii) not to use any Confidential Information for any purposes except carrying out such party's rights and responsibilities under this Agreement; and (iii) to keep the Confidential Information confidential using the same degree of care such party uses to protect its own confidential information; **provided, however,** that such party shall use at least reasonable care. These obligations shall survive termination of this Agreement.

- a) **Compelled Disclosure.** If receiving party is compelled to disclose any Confidential Information by judicial or administrative process or by other requirements of law, such party shall (i) promptly notify the other party, (ii) reasonably cooperate with the other party in such party's efforts to prevent or limit such compelled disclosure and/or obtain confidential treatment of the items requested to be disclosed, and (iii) shall disclose only that portion of such information which each party is advised by its counsel in writing is legally required to be disclosed.
- b) **Remedies.** If either party breaches any of its obligations with respect to confidentiality or the unauthorized use of Confidential Information hereunder, the other party shall be entitled to seek equitable relief to protect its interest therein, including but not limited to, injunctive relief, as well as money damages.
10. **Intellectual Property.** As between the parties, CPT will and does retain all right, title and interest (including, without limitation, all Intellectual Property Rights) in and to the Products. Client retains all ownership rights to Client Data.
11. **Indemnification.** Client agrees to indemnify, defend, and hold harmless CPT, its Affiliates, and the respective officer, directors, consultants, employees, and agents of each (collectively, Covered CPT Parties") from and against any and all third party claims and causes of action, as well as related losses, liabilities, judgments, awards, settlements, damages, expenses and costs (including reasonable attorney's fees and related court costs and expenses) (collectively, "Damages") incurred or suffered by CPT which directly relate to or directly arise out of (i) Client's breach of this Agreement; (ii) CPT's performance of Services hereunder; (iii) the processing and/or handling of any payment by CPT; (iv) any content, instructions, information or Client Data provided by Client to CPT in connection with the Services provided by CPT hereunder. The foregoing provisions of this section shall not apply to the extent the Damages relate to or arise out of CPT's willful misconduct. To obtain indemnification, indemnitee shall: (i) give written notice of any claim promptly to indemnitor; (ii) give indemnitor, at indemnitor's option, sole control of the defense and settlement of such claim, provided that indemnitor may not, without the prior consent of indemnitee (not to be unreasonably withheld), settle any claim unless it unconditionally releases indemnitee of all liability; (iii) provide to indemnitor all available information and assistance; and (iv) not take any action that might compromise or settle such claim.
12. **Warranties.** Each party represents and warrants to the other party that, as of the date hereof: (i) it has full power and authority to execute and deliver the Agreement; (ii) the Agreement has been duly authorized and executed by an appropriate employee of such party; (iii) the Agreement is a legally valid and binding obligation of such party; and (iv) its execution, delivery and/or performance of the Agreement does not conflict with any agreement, understanding or document to which it is a party. CPT WARRANTS THAT ANY AND ALL SERVICES PROVIDED BY IT HEREUNDER SHALL BE PERFORMED IN A PROFESSIONAL MANNER CONSISTENT WITH PREVAILING INDUSTRY STANDARDS. TO THE EXTENT PERMITTED BY APPLICABLE LAW, CPT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.
13. **Liability.**
- a) **Liability Cap.** EXCEPT FOR A PARTY'S WILLFUL MISCONDUCT, EACH PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, WILL BE LIMITED TO THE TOTAL CLAIMS ADMINISTRATOR FEES PAID OR PAYABLE BY CLIENT TO CPT HEREUNDER. THE EXISTENCE OF MORE THAN ONE CLAIM SHALL NOT EXPAND SUCH LIMIT. THE PARTIES ACKNOWLEDGE THAT THE FEES AGREED UPON BETWEEN CLIENT AND CPT ARE BASED IN PART ON THESE LIMITATIONS, AND THAT THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ANY ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. THE FOREGOING LIMITATION SHALL NOT APPLY TO A PARTY'S PAYMENT OBLIGATIONS UNDER THE AGREEMENT.
- b) **Exclusion of Consequential Damages.** NEITHER PARTY WILL BE LIABLE FOR LOST PROFITS, LOST REVENUE, LOST BUSINESS OPPORTUNITIES, LOSS OF DATA, INTERRUPTION OF BUSINESS, OR ANY OTHER INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
14. **Communications.** CPT may list Client's name and logo alongside CPT's other clients on the CPT website and in marketing materials, unless and until Client revokes such permission. CPT may also list the Case name and/or number, and certain Qualified Settlement Fund information, on the CPT website and in marketing materials, unless stated otherwise in the Settlement Agreement.

15. Miscellaneous Provisions.

- a) Governing Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of California and the federal laws of the United States of America, without regard to conflict of law principles. CPT and Client agree that any suit, action or proceeding arising out of, or with respect to, this Agreement or any judgment entered by any court in respect thereof shall be brought exclusively in the state or federal courts of the State of California located in the County of Orange, and each of CPT and Client hereby irrevocably accepts the exclusive personal jurisdiction and venue of those courts for the purpose of any suit, action or proceeding.
- b) Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including without limitation acts of war, acts of God, earthquake, flood, weather conditions, embargo, riot, epidemic, acts of terrorism, acts or omissions of vendors or suppliers, equipment failures, sabotage, labor shortage or dispute, governmental act, failure of the Internet or other acts beyond such party's reasonable control, provided that the delayed party: (i) gives the other party prompt notice of such cause; and (ii) uses reasonable commercial efforts to correct promptly such failure or delay in performance.
- c) Counterparts. This Agreement may be executed in any number of counterparts and electronically, each of which shall be an original but all of which together shall constitute one and the same instrument.
- d) Entire Agreement. This Agreement contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The schedules and exhibits hereto constitute a part hereof as though set forth in full herein.
- e) Modifications. Any modification, amendment, or addendum to this Agreement must be in writing and signed by both parties.
- f) Assignment. Neither party may assign this Agreement or any of its rights, obligations, or benefits hereunder, by operation of law or otherwise, without the other party's prior written consent; provided, however, either party, without the consent of the other party, may assign this Agreement to an Affiliate or to a successor (whether direct or indirect, by operation of law, and/or by way of purchase, merger, consolidation or otherwise) to all or substantially all of the business or assets of such party, where the responsibilities or obligations of the other party are not increased by such assignment and the rights and remedies available to the other party are not adversely affected by such assignment. Subject to that restriction, this Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and permitted assigns.
- g) No Third-Party Beneficiaries. The representations, warranties, and other terms contained herein are for the sole benefit of the parties hereto and their respective successors and permitted assigns and shall not be construed as conferring any rights on any other persons.
- h) Statistical Data. Without limiting the confidentiality rights and Intellectual Property Rights protections set forth in this Agreement, CPT has the perpetual right to use aggregated, anonymized, and statistical data ("Statistical Data") derived from the operation of the Software, and nothing herein shall be construed as prohibiting CPT from utilizing the Statistical Data for business and/or operating purposes, provided that CPT does not share with any third-party Statistical Data which reveals the identity of Client, Client's Class Members, or Client's Confidential Information.
- i) Export Controls. Client understands that the use of CPT's Products is subject to U.S. export controls and trade and economic sanctions laws and agrees to comply with all such applicable laws and regulations, including the Export Administration Regulations maintained by the U.S. Department of Commerce and the trade and economic sanctions maintained by the Treasury Department's Office of Foreign Assets Control.
- j) Severability. If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, such provision shall be changed by the court or by the arbitrator and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this Agreement shall remain in full force and effect.
- k) Notices. Any notice or communication required or permitted to be given hereunder may be delivered by hand, deposited with an overnight courier, sent by electronic delivery, or mailed by registered or certified mail, return receipt requested and postage prepaid to the address for the other party first written above or at such other address as may hereafter be furnished in writing by either party hereto to the other party. Such notice will be deemed to have been given as of the date it is delivered, if by personal delivery; the next business day, if deposited with an overnight courier; upon receipt of confirmation of electronic delivery (if followed up by such registered or certified mail); and five days after being so mailed.
- l) Independent Contractors. Client and CPT are independent contractors, and nothing in this Agreement shall create any partnership, joint venture, agency, franchise, sales representative or employment relationship between Client and CPT. Each party understands that it does not have authority to make or accept any offers or make any representations on behalf of the other. Neither party may make any statement that would contradict anything in this section.
- m) Subcontractors. CPT shall notify Client of its use of any subcontractors to perform Client-specific Services. CPT shall be responsible for its subcontractors' performance of Services under this Agreement.
- n) Headings. The headings of the sections of this Agreement are for convenience only, do not form a part hereof, and in no way limit, define, describe, modify, interpret, or construe its meaning, scope or intent.
- o) Waiver. No failure or delay on the part of either party in exercising any right, power or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise or the exercise of any other right, power, or remedy.
- p) Survival. Sections of the Agreement intended by their nature and content to survive termination of the Agreement shall so survive.

EXHIBIT 5

Ferraro Vega Employment Lawyers, Inc.
3160 Camino del Rio South, Suite 308
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
www.ferrarovega.com

LAW FIRM RESUME

Ferraro Vega Employment Lawyers was founded in 2018 and represents plaintiffs throughout California in class, collective, and representative actions under the California Labor Code, Private Attorneys General Act, and Fair Labor Standards Act.

ATTORNEYS

Nicholas J. Ferraro, Esq.

California State Bar No. 306528 (admitted 2015)

Washington State Bar No. 59674 (admitted 2022)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)

Gonzaga University (B.A.)

During law school, Mr. Ferraro externed for a federal magistrate in the U.S. District Court for the Southern District of California, worked in the law school library as a library clerk, and as a legal intern for a San Diego-based commercial real estate company.

Employment

Attorney, Ferraro Vega Employment Lawyers (2018 to present)

Attorney, Duane Morris LLP (2017 to 2018)

Attorney, Gordon Rees Scully Mansukhani (2016 to 2017)

Attorney & Law Clerk, Simpson Delmore Greene LLP (2014 to 2016)

Prior to starting the firm, Mr. Ferraro worked in the employment law practice groups of Gordon Rees and Duane Morris, where he advised companies, drafted employee policies and agreements, and defended employers in class action and PAGA litigation.

Organizations

Wage and Hour Committee Member, California Employment Lawyers Association (2020 to present)

Leadership Development Committee, Association of Business Trial Lawyers (2017 to 2019)

Sexual Harassment Task Force, Lawyers Club of San Diego (2018)

Presentations and Publications

Guest Lecturer, University of San Diego School of Law Employment Law Classes (various)

Attorney Panelist, California Dept. of Labor Standards Enforcement Seminar (Sept. 2021)
Panelist, San Diego County Bar Association Labor & Employment Conference (2019, 2021)
Publications in *California Employment Law Letter*, *HR Daily Advisor*, Lexology, and various firm newsletters and alerts

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2019 to 2023)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2023)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2022)

Lauren N. Vega, Esq.

California State Bar No. 306525 (admitted 2015)

Education

University of San Diego School of Law (J.D., *San Diego Law Review*)
University of California, San Diego (B.A.)

During law school, Ms. Vega was an active participant in moot court. She received the Outstanding and Best Brief Awards in back-to-back years at the Duberstein Moot Court Competition in New York City. She also served as a judicial extern for federal judges in the Southern District and Central District.

Employment

Attorney, Ferraro Vega Employment Lawyers (2020 to present)
Attorney, Procopio, Cory, Hargreaves & Savitch (2015 to 2020)

Prior to joining the firm, Ms. Vega defended employers as defense counsel in approximately 50 class and PAGA actions throughout California. She also advised companies on wage and hour compliance and drafted employee policies, procedures, and agreements.

Organizations

Member, California Employment Lawyers Association (2020 to present)

Presentations and Publications

Speaker, Procopio’s Annual Labor & Employment Seminar (2015 to 2019)
Publications in *Los Angeles Daily Journal* and various firm newsletters

Awards

Super Lawyers “Rising Star” in the field of Class Actions (2022, 2023)
Best Lawyers “Ones to Watch” for Employment Lawyers (2021 to 2023)
“Leaders in Law Awards” Nominee in *San Diego Business Journal* (2021)

Julia Jiang Yu, Esq

California State Bar No. 310382 (admitted 2016)

Education

California Western School of Law (J.D.)

University of Oregon (B.A.)

During law school, Ms. Jiang Yu was an active participant in the school's mediation clinic. She studied abroad and interned at the non-profit organization, Fundación Paz Ciudadana, in Santiago, Chile.

Employment

Attorney, Ferraro Vega Employment Lawyers (2023-Present)

Attorney, Drew Lewis (2022)

Attorney, San Diego Employment Law Group (2021-2022)

Attorney, Lawyers for Employee and Consumer Rights (2016-2020)

Prior to joining the firm, Ms. Jiang Yu worked in multiple employment law practices, representing public and private employees on a variety of employment matters.

Organizations

Member, Pan Asian Lawyers of San Diego (2016-present)

Members, Lawyers Club of San Diego (2016-2020)

Community/Non-Profit Involvement

Lady Freethinker

PARALEGAL**Cass Lazar***Employment*

Paralegal, Ferraro Vega Employment Lawyers, Inc. (2023 to present)

Paralegal, Finkelstein & Krinsk (2021 to 2022)

Paralegal, Haeggquist & Eck, LLP (2018 to 2020)

Paralegal, GrahamHollis APC (2017 to 2018)

Legal Assistant, Blanchard Krasner & French (2015 to 2017)

Education

University of San Diego School of Law (Paralegal Certificate)

Grossmont College (Associate's in Fine Art Photography)

Community Involvement

Free to Thrive (2018 to present)

CLASS & REPRESENTATIVE ACTIONS

Wood v. 2018HMO LLC (dba Hikei Modern Cannabis), San Diego Sup. Ct. 37-2021-00053035-CU-OE-CTL (Hon. Carolyn M. Caietti) (Apr. 14, 2023)

Garcia v. STG International, Inc., U.S. Dist. Ct., S.D. Cal. No. 20-CV-1701-AJB (Hon. Anthony J. Battaglia) (Apr. 13, 2023)

Belmontez-Carillo v. Metropolitan Area Advisory Committee, San Diego Sup. Ct., 37-2019-00054227-CU-OE-CTL (Hon. Eddie C. Sturgeon) (Feb. 24, 2023)

Chowning, et al. v. Freedom Mortgage Corp., San Diego Sup. Ct., 37-2022-00005613-CU-OE-CTL (Hon. Matthew C. Braner) (Feb. 16, 2023)

Abid v. TEEMA, Inc., San Diego Sup. Ct., 37-2021-00039986-CU-OE-CTL (Hon. Matthew C. Braner) (Oct. 14, 2022)

Blount v. Host Healthcare, Inc., U.S. Dist. Ct., S.D. Cal., No. 21-CV-310-MMA (Hon. Michael M. Anello) (Apr. 12, 2022)

Ramirez v. Towne Park, LLC, San Diego Sup. Ct., No. 37-2020-00003942-CU-OE-CTL (Hon. Katherine A. Bacal) (Feb. 18, 2022)

Loreto v. General Dynamics Information Technology, Inc., U.S. Dist. Ct., S.D. Cal., No. 19-CV-0166-GPC (Hon. Gonzalo P. Curiel) (Jan. 28, 2022)

Knox v. Planet Fitness, Inc., San Diego Sup. Ct., No. 37-2019-00043225-CU-OE-CTL (Hon. Carolyn M. Caietti) (Aug. 6, 2021)

Egan et al. v. Premier Healthcare Services, LLC, San Diego Sup. Ct., 37-2019-00020223-CU-OE-CTL (Hon. Ronald L. Styn) (Jan. 29, 2021) (PAGA representative action)

Jimenez v. Reyes Holdings, LLC, San Diego Sup. Ct., No. 37-2019-00051577-CU-OE-CTL (Hon. Joel R. Wohlfeil) (Jan. 15, 2021)

Rojas v. Constellation Homebuilder Systems, et al., San Diego Sup. Ct., No. 37-2019-00035229-CU-OE-CTL (Hon. Katherine A. Bacal) (Dec. 11, 2020)

Sanchez, et al. v. Lodi Memorial Hospital Association, San Joaquin Sup. Ct., No. STK-CV-UEO-2019-09557 (Hon. Roger Ross) (PAGA representative action)

Soto, et al. v. Bonita Packing Co. (Santa Barbara Sup. Ct., No. 19CV02543 (Hon. Timothy J. Staffell) (Oct. 28, 2020)

**Dates listed are dates of final judgment.*