

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
Allen Feghali (SBN 301080)
allen.feghali@moonyanglaw.com
Charlotte Mikat-Stevens (SBN 327047)
charlotte.mikat-stevens@moonyanglaw.com

MOON & YANG, APC

1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Jacqueline Braun Williamson

[Additional counsel listed on subsequent page]

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

JACQUELINE BRAUN WILLIAMSON,
individually, and on behalf of all others similarly
situated,

Plaintiff,

vs.

STRATA SKIN SCIENCES, INC., a Delaware
corporation; SUNA SOLUTIONS, INC., a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37:2022-00010879

CLASS AND REPRESENTATIVE ACTION

[Hon. Kenneth J. Medel, Dept. C-66]

**CLASS ACTION AND PAGA SETTLEMENT
AGREEMENT AND CLASS NOTICE**

Complaint filed: March 22, 2022
Trial date: Not yet scheduled

1 Dan M. Forman (SBN 155811)
2 dforman@cdflaborlaw.com
3 Amy S. Williams (SBN 228853)
4 awilliams@cdflaborlaw.com
5 **CDF LABOR LAW LLP**
6 707 Wilshire Boulevard, Suite 5150
7 Los Angeles, California 90017
8 Telephone: (213) 612-6300

9 *Attorneys for Defendant Strata Skin Sciences, Inc.*

10 Maria Z. Stearns (SBN 230649)
11 mstearns@rutan.com
12 Kimberly A. Nayagam (SBN 301058)
13 knayagam@rutan.com
14 **RUTAN & TUCKER, LLP**
15 18575 Jamboree Road, 9th Floor
16 Irvine, California 92612
17 Telephone: (714) 641-5100
18 Facsimile: (714) 546-9035

19 *Attorneys for Defendant Suna Solutions, Inc.*

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Jacqueline Braun Williamson (“Plaintiff”) and Defendant Strata Skin Sciences, Inc. and Defendant Suna Solutions, Inc. (Strata Skin Sciences, Inc. and Suna Solutions, Inc., collectively, “Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Williamson v. Strata Skin Sciences, Inc. et al.*, initiated on March 22, 2022 and pending in the Superior Court of the State of California, County of San Diego, Case Number 37:2022-00010879.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employee” means any Class Member employed by Defendants in California during the PAGA Period, regardless of whether the Class Member opts out of the Settlement.
- 1.5. “Class” means all current and former non-exempt employees of Defendant Strata Skin Sciences, Inc. within the State of California at any time during the Class Period, as well as all current and former non-exempt employees of Defendant Suna Solutions, Inc. who performed work for Defendant Strata Skin Sciences, Inc. within the State of California at any time during the Class Period.
- 1.6. “Class Counsel” means Kane Moon, Allen Feghali, and Charlotte Mikat-Stevens of Moon & Yang, APC.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean

the amounts allocated to Class Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

1.8. "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 Workweeks and PAGA Pay Periods.

1.9. "Class Member" or "Settlement Class Member" means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. "Class Member Address Search" means the Administrator's investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. "Class Notice" means the "Notice of Proposed Class Action Settlement," to be mailed to Class Members in English with a Spanish translation in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. "Class Period" means the period from March 12, 2021 to the date the Court preliminarily approves of the Settlement.

1.13. "Class Representative" means Jacqueline Braun Williamson, the named Plaintiff in the Action seeking Court approval to serve as Class Representatives.

1.14. "Class Representative Service Payment" means the payment to the named Class Representative for initiating the Action and providing services in support of the Action.

1.15. "Court" means the Superior Court of California, County of San Diego.

1.16. "Defendants" means, collectively, named Defendant Strata Skin Sciences, Inc. and named Defendant Suna Solutions, Inc.

1.17. "Defense Counsel" means, collectively, Dan M. Forman and Amy S. Williams of CDF Labor Law LLP, representing Defendant Strata Skin Sciences, Inc., and Maria Z. Stearns and Kimberly A. Nayagam, representing Defendant Suna Solutions, Inc.

1.18. "Effective Date" means the date by when both of the following have occurred: (a) the

1 Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
2 the Judgment is final. The Judgment is final as of the latest of the following occurrences:
3 (a) if no Participating Class Member objects to the Settlement, or if an objection is made
4 but withdrawn prior to the Final Approval Hearing, the day the Court enters Judgment; (b)
5 if one or more Participating Class Members objects to the Settlement, the day after the
6 deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the
7 Judgment is filed, the day after the appellate court affirms the Judgment and issues a
8 remittitur. Defendants will not be obligated to make any payments contemplated by this
9 Settlement Agreement unless and until the Court enters the Final Judgment, and no later
10 than thirty (30) days after the Effective Date of the Agreement.

11 1.19. “Final Approval” means the Court’s order granting final approval of the Settlement.

12 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of
13 the Settlement.

14 1.21. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval
15 of the Settlement.

16 1.22. “Gross Settlement Amount” means One Hundred Twenty-Five Thousand Dollars and Zero
17 Cents (\$125,000.00) which is the total amount Defendants agree to pay under this
18 Settlement. In no event shall Defendants be obligated to pay more than the Gross
19 Settlement Amount, except as provided in Paragraphs 4.3 and 8 below (employers’ share
20 of payroll taxes and escalator provisions, respectfully). The Gross Settlement Amount will
21 be used to pay (i) Individual Class Payments, (ii) Individual PAGA Remedies Payments,
22 (iii) the LWDA PAGA Payment, (iv) Class Counsel Fees, (v) the Class Counsel Litigation
23 Expenses, (vi) Class Representative Service Payment, (vii) and the Administration Expense
24 Payment. Of the Gross Settlement Amount payment, Defendant Suna Solutions, Inc. shall
25 be responsible for Fifteen Percent (15%) and Defendant Strata Skin Sciences, Inc. shall be
26 responsible for the remaining Eighty-Five Percent (85%), except that any increase due to
27 operation of the escalator clause in Paragraph 8 of this Agreement shall be the sole
28 responsibility of Defendant Strata Skin Sciences, Inc.

- 1.23. “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.
- 1.24. “Individual PAGA Remedies Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Remedies calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.25. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code § 2699(i).
- 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Remedies paid to the LWDA under Labor Code § 2699(i).
- 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: (i) Individual PAGA Remedies Payments, (ii) the LWDA PAGA Payment, (iii) Class Representative Service Payments, (iv) Class Counsel Fees Payment, (v) Class Counsel Litigation Expenses Payment, and (vi) the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.29. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.31. “PAGA Period” means the period from March 12, 2021 to the date the Court preliminarily approves of the Settlement.
- 1.32. “PAGA” means the California Private Attorneys General Act (Labor Code §§ 2698, *et seq.*).
- 1.33. “PAGA Notice” means Plaintiff’s March 12, 2022 letter to Defendants and the LWDA providing notice pursuant to Labor Code § 2699.3(a).
- 1.34. “PAGA Remedies” means the total amount of PAGA civil penalties to be paid from the

Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$2,500.00) and the 75% to LWDA (\$7,500.00) in settlement of PAGA claims.

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

1.36. “Plaintiff” means Jacqueline Braun Williamson, the named Plaintiff in the Action.

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

1.38. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. “Released Parties” means: Defendants and any parent, subsidiary, affiliate, predecessor, or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys.

1.42. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. “Response Deadline” means 45 calendar days after the Administrator mails Notice to Class Members and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail Objections to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

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

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

1 **2. RECITALS.**

2 2.1. On March 22, 2022, Plaintiff commenced this Action by filing a Complaint alleging causes
3 of action against Defendants for 1) failure to pay minimum wages; 2) failure to pay
4 overtime compensation; 3) failure to provide meal periods; 4) failure to authorize and
5 permit rest breaks; 5) failure to indemnify necessary business expenses; 6) failure to timely
6 pay final wages at termination; 7) failure to provide accurate itemized wage statements;
7 and 8) unfair business practices. On May 25, 2022, Plaintiff filed a First Amended
8 Complaint adding a Ninth Cause of Action against Defendants for PAGA civil penalties
9 under California Labor Code § 2699, *et seq.*

10 2.2. Pursuant to Labor Code § 2699.3(a), Plaintiff gave timely written notice to Defendants and
11 the LWDA by sending the PAGA Notice, including by way of the March 12, 2022 PAGA
12 Notice.

13 2.3. On February 23, 2023, the Parties participated in an all-day mediation presided over by
14 experienced employment mediator Lynn Frank, Esq. which led to this Agreement to settle
15 the Action.

16 2.4. Prior to mediation, Plaintiff obtained from Defendants, through informal discovery,
17 information sufficient to meaningfully evaluate the claims at issue, including applicable
18 policy documents and a sample of time and pay records for the Class. Plaintiff's
19 investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
20 *Foot Locker Retail, Inc.* (1996) 48 Cal. App. 4th 1794, 1801 and *Kullar v. Foot Locker*
21 *Retail, Inc.* (2008) 168 Cal. App. 4th 116, 129–130 ("*Dunk/Kullar*").

22 2.5. The Court has not granted class certification.

23 2.6. The Plaintiff and Class Counsel represent that they are not aware of any other pending
24 matter or action asserting claims that will be extinguished or affected by the Settlement.

25 2.7. On or about March 16, 2023, the Parties filed a joint stipulation seeking leave of the Court
26 to strike Plaintiff's Second Amended Complaint filed on August 12, 2022, and revert to
27 Plaintiff's First Amended Complaint to reallege class-wide claims. The Parties and their
28 respective counsel agreed that the First Amended Complaint will be deemed the Operative

Complaint in this Action.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraphs 4.3 and 8 below, Defendants promise to pay the total amount of One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00). Defendants have no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. 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 and Judgement:

3.2.1. To Plaintiff: Class Representative Service Payment to the named Class Representative of not more than Five Thousand Dollars and Zero Cents (\$5,000.00) (in addition to any Individual Class Payment and any Individual PAGA Remedies Payment the Class Representative is entitled to receive as a Participating Class Member and Aggrieved Employee). Defendants will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. 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 using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than thirty-three and one third percent (33 1/3%) of the Gross Settlement Amount (i.e., Forty-One

Thousand Six Hundred Sixty-Six Dollars and Sixty-Seven Cents (\$41,666.67) and a Class Counsel Litigation Expenses Payment of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00). Defendants will not oppose requests for these payments provided that the payments do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion of any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed Ten Thousand Dollars and Zero Cents (\$10,000.00), except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$10,000.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. 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.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty Percent (20%) 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 Eighty Percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties, with Forty Percent (40%) being allocated to interest and Forty Percent (40%) being allocated to alleged 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.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. 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.

3.2.5. To the LWDA and Aggrieved Employees: PAGA Remedies in the amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to be paid from the Gross Settlement Amount, with 75% (i.e., Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00)) allocated to the LWDA PAGA Payment and 25% (i.e., Two Thousand Five Hundred Dollars and Zero Cents (\$2,500.00)) allocated to the Individual PAGA Remedies Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Remedies Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Remedies (i.e., \$2,500.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full

responsibility and liability for any taxes owed on their Individual PAGA Remedies Payment.

3.2.5.2. If the Court approves PAGA Remedies of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Remedies Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to as of February 24, 2023, Defendant Strata estimates there are approximately 35 Class Members who Strata directly employed and who collectively worked a total of 3,232 Workweeks, and 35 Aggrieved Employees who worked a total of approximately 1,633 PAGA Pay Periods. Based on a review of its records to February 24, 2023, Defendant Suna estimates there are approximately 4 Class Members who Suna directly employed who collectively worked a total of approximately 60 workweeks across 60 PAGA Pay Periods.

4.2. Class Data. Not later than fifteen (15) days after the Court grants Preliminary Approval of the Settlement, Defendants will 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 for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Nothing in this confidentiality provision shall be construed or work to preclude Class Counsel from performing their fiduciary duties to the Class. 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 deadline by which Defendants must send the Class Data to the Administrator, the Parties and their respective counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise

1 resolve any issues related to missing or omitted Class Data.

2 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement
3 Amount, no later than thirty (30) days after the Effective Date. Defendants will be
4 responsible for the employers' share of payroll taxes, separate and apart from the Gross
5 Settlement Amount. The Gross Settlement Amount shall be deposited into an account to
6 be established by the Settlement Administrator. Following their deposit of this amount as
7 well as employers' share of payroll taxes to the Settlement Administrator, Defendants
8 shall have no responsibility, financial obligation, or liability whatsoever with respect to
9 any payments to the LWDA, Settlement Class Members, PAGA Employees, Plaintiff's
10 Counsel, Plaintiff, and any other recipient of funds and/or beneficiaries of the PAGA
11 and/or Class Settlement, including, but not limited to, all calculations and disbursements
12 of funds, and payment of any taxes or costs relating thereto.

13 4.4. Payments from the Gross Settlement Amount. Within fourteen (14) days of funding the
14 Gross Settlement Amount, the Administrator will mail checks for all Individual Class
15 Payments, all Individual PAGA Remedies Payments, the LWDA PAGA Payment, the
16 Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel
17 Litigation Expenses Payment, and the Class Representative Service Payments.
18 Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
19 Payment, and the Class Representative Service Payments shall not precede disbursement
20 of Individual Class Payments and Individual PAGA Remedies Payments.

21 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or
22 Individual PAGA Remedies Payments and send them to the Class Members via
23 First Class U.S. Mail, postage prepaid. The face of each check shall prominently
24 state the date (not less than 180 days after the date of mailing) when the check will
25 be voided. The Administrator will cancel all checks not cashed by the void date.
26 The Administrator will send checks for Individual Settlement Payments to all
27 Participating Class Members (including those for whom Class Notice was returned
28 undelivered). The Administrator will send checks for Individual PAGA Remedies

1 Payments to all Aggrieved Employees including Non-Participating Class Members
2 who qualify as Aggrieved Employees (including those for whom Class Notice was
3 returned undelivered). The Administrator may send Participating Class Members a
4 single check combining the Individual Class Payment and the Individual PAGA
5 Remedies Payment. Before mailing any checks, the Settlement Administrator must
6 update the recipients' mailing addresses using the National Change of Address
7 Database.

8 4.4.2. The Administrator must conduct a Class Member Address Search for all other
9 Class Members whose checks are returned undelivered without USPS forwarding
10 address. Within seven (7) days of receiving a returned check the Administrator
11 must re-mail checks to the USPS forwarding address provided or to an address
12 ascertained through the Class Member Address Search. The Administrator need
13 not take further steps to deliver checks to Class Members whose re-mailed checks
14 are returned as undelivered. The Administrator shall promptly send a replacement
15 check to any Class Member whose original check was lost or misplaced, if
16 requested by the Class Member prior to the void date.

17 4.4.3. For any Class Member whose Individual Class Payment check or Individual
18 PAGA Remedies Payment check is uncashed and cancelled after the void date, the
19 Administrator shall transmit the funds represented by such checks to the California
20 Controller's Unclaimed Property Fund in the name of the Class Member, thereby
21 leaving no "unpaid residue" subject to the requirements of California Code of Civil
22 Procedure § 384(b).

23 4.4.4. The payment of Individual Class Payments and Individual PAGA Remedies
24 Payments shall not obligate Defendants to confer any additional benefits or make
25 any additional payments to Class Members (such as 401(k) contributions or
26 bonuses) beyond those specified in this Agreement.

27 **5. RELEASES OF CLAIMS.**

28 Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff,

Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's Release.

5.1.1. Scope of Plaintiff's Release. In addition to the releases made in Paragraphs 5.2 and 5.3 of this Agreement, Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties committed or omitted prior to the execution hereof.

5.1.2. Plaintiff's Waiver of Rights Under California Civil Code § 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes, to the fullest extent permitted by law, the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which provides:

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.

5.2. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, release Released Parties from all claims which arise from the facts asserted in the Action or that could have been asserted in the Action, including all claims under the California Labor Code as alleged in the Action, including alleged violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

5.3. Release by Class Members Who Are Aggrieved Employees: All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and each of their

heirs, representatives, successors, assigns, and attorneys, release Released Parties from all claims which arise from the facts asserted in the Action or that could have been asserted in the Action, including all claims for penalties under the Private Attorneys General Act sections 2698, *et seq.*, for violations of the California Labor Code as alleged in the Action, including violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

5.4 Release by Defendants.: Other than with respect to obligations identified in this Agreement, Defendants stipulate and agree that Defendant Strata Skin Sciences, Inc. will release Defendant Suna Solutions, Inc., its parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys, and Defendant Suna Solutions, Inc. will release Defendant Strata Skin Sciences, Inc., its parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys, from all claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule, or regulation arising out of, relating to, or in connection with any act or omission by or on the part of either Defendant as to the other committed or omitted prior to the execution of this Agreement (“Defendants’ Release”).

5.4.1. Defendants’ Waiver of Rights Under California Civil Code § 1542. Other than with respect to obligations identified in this Agreement, Defendants each expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights, and benefits of Section 1542 of the California Civil Code, or any other provision under federal or state law, which provides:

“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

1 **Released Party.”**

2 Defendants understand that Defendant’s general release does not release
3 any claims that they cannot lawfully release and are not waiving any right
4 that cannot be waived by law.

5 5.4.2. Mutual Release and Indemnification between Defendants. Defendant Suna
6 Solutions, Inc. shall be responsible for 15% of the payment of the Gross
7 Settlement Amount, and Defendant Strata Skin Sciences, Inc. shall be
8 responsible for 85% of the payment of the Gross Settlement Amount
9 (except that any increase due to operation of the escalator clause shall be
10 the sole responsibility of Defendant Strata Skin Sciences, Inc.). Each
11 Defendant shall be solely responsible for payment of its portion of the
12 Gross Settlement Amount, and shall mutually release and hold the other
13 Defendant harmless from any liability and/or any claims arising from
14 breach of this Agreement.

15 **6. MOTION FOR PRELIMINARY APPROVAL.**

16 The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for
17 Preliminary Approval”).

18 6.1. Plaintiff’s Responsibilities. Plaintiff will prepare all documents necessary for obtaining
19 Preliminary Approval, including: (i) a draft of the Notice of Motion, and memorandum in
20 support of the Motion for Preliminary Approval that includes an analysis of the Settlement
21 under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code
22 § 2699(f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of
23 PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from
24 Plaintiff confirming willingness and competency to serve as Class Representative; (v) a
25 signed declaration from Class Counsel firm attesting to its competency to represent the
26 Class Members; its timely transmission to the LWDA of all necessary PAGA documents
27 (initial notice of violations (Labor Code § 2699.3(a)), Operative Complaint (Labor Code §
28

2699(l)(1)), this Agreement (Labor Code § 2699(l)(2)); and (vi) all facts relevant to any actual or potential conflict of interest with Class Members, and/or the Administrator.

6.2. Responsibilities of Counsel. Class Counsel will be responsible for expeditiously finalizing and filing the Motion for Preliminary Approval following the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, 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 on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1. Selection of Administrator. Plaintiff selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. 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. Defendants have no objection to the selection of ILYM Group, Inc. 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.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to the state and federal tax authorities.

1 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets
2 the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation §
3 468B-1.

4 7.4. Notice to Class Members.

5 7.4.1. No later than three (3) business days after receipt of the Class Data, the
6 Administrator shall notify Class Counsel that the list has been received and state
7 the number of Class Members, Aggrieved Employees, Workweeks, and Pay
8 Periods in the Class Data.

9 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
10 fourteen (14) calendar days after receiving the Class Data, the Administrator will
11 send to all Class Members identified in the Class Data, via First Class United
12 States Postal Service (“USPS”) mail, the Class Notice with Spanish translation,
13 substantially in the form attached to this Agreement as Exhibit A. The first page of
14 the Class Notice shall prominently estimate the dollar amounts of any Individual
15 Class Payment and Individual PAGA Remedies Payment (if applicable) payable to
16 the Class Member, as well as the number of Workweeks and PAGA Pay Periods (if
17 applicable) used to calculate these amounts. Before mailing Class Notices, the
18 Administrator shall update Class Member addresses using the National Change of
19 Address database.

20 7.4.3. Not later than three (3) business days after the Administrator’s receipt of any Class
21 Notice returned by the USPS as undelivered, the Administrator shall re-mail the
22 Class Notice using any forwarding address provided by the USPS. If the USPS
23 does not provide a forwarding address, the Administrator shall conduct a Class
24 Member Address Search, and re-mail the Class Notice to the most current address
25 obtained. The Administrator has no obligation to make further attempts to locate
26 or send Class Notice to Class Members whose Class Notice is returned by the
27 USPS a second time.

28 7.4.4. The deadlines for Class Members’ written objections, Challenges to Workweeks

1 and/or Pay Periods, and Requests for Exclusion will be extended an additional
2 fourteen (14) calendar days beyond the forty-five (45) calendar days otherwise
3 provided in the Class Notice for all Class Members whose notice is re-mailed. The
4 Administrator will inform the Class Member of the extended deadline with the re-
5 mailed Class Notice.

6 7.4.5. If the Administrator, Defendant, or Class Counsel is contacted by or otherwise
7 discovers any persons who believe they should have been included in the Class
8 Data and should have received Class Notice, the Parties will expeditiously meet
9 and confer in person or by telephone, and in good faith, in an effort to agree on
10 whether to include them as Class Members. If the Parties agree, such persons will
11 be Class Members entitled to the same rights as other Class Members, and the
12 Administrator will send, via email or overnight delivery, a Class Notice requiring
13 them to exercise options under this Agreement not later than fourteen (14) days
14 after receipt of Class Notice, or the deadline dates in the Class Notice, whichever
15 are later.

16 7.5. Requests for Exclusion (Opt-Outs).

17 7.5.1. Class Members who wish to exclude themselves from (i.e., opt-out of) the Class
18 Settlement must send the Administrator, by fax, email, or mail, a signed written
19 Request for Exclusion not later than forty-five (45) calendar days after the
20 Administrator mails the Class Notice (plus an additional fourteen (14) calendar
21 days for Class Members whose Class Notice is re-mailed). A Request for
22 Exclusion is a letter from a Class Member or his/her representative that reasonably
23 communicates the Class Member's election to be excluded from the Settlement and
24 includes the Class Member's name, address, and email address or telephone
25 number. To be valid, a Request for Exclusion must be timely faxed, emailed, or
26 postmarked by the Response Deadline.

27 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it
28 fails to contain all the information specified in the Class Notice. The Administrator

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

9 7.5.3. Every Class Member who does not submit a timely and valid Request for
10 Exclusion is deemed to be a Participating Class Member under this Agreement,
11 entitled to all benefits and bound by all terms and conditions of the Settlement,
12 including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3
13 of this Agreement, regardless of whether the Participating Class Member actually
14 receives the Class Notice or objects to the Settlement.

15 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a
16 Non-Participating Class Member and shall not receive an Individual Class
17 Payment or have the right to object to the class action components of the
18 Settlement. Because future PAGA claims are subject to claim preclusion upon
19 entry of the Judgment, Non-Participating Class Members who are Aggrieved
20 Employees are deemed to release the claims identified in Paragraph 5.3 of this
21 Agreement and will still receive an Individual PAGA Remedies Payment,
22 notwithstanding their Request for Exclusion from the Class portion of the
23 Settlement.

24 7.6. Challenges to Calculation of Workweeks. Each Class Member shall have forty-five (45)
25 calendar days after the Administrator mails the Class Notice (plus an additional fourteen
26 (14) calendar days for Class Members whose Class Notice is re-mailed) to challenge the
27 number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class
28 Member in the Class Notice. The Class Member may challenge the allocation by

communicating with the Administrator in writing via fax, email, or mail. The Administrator must request that the challenging Class Member 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 and/or Pay Periods 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/or Pay Periods to Defense Counsel and Class Counsel as well as the Administrator's determination as to the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members (i.e., Class Members who do not submit valid and timely Requests for Exclusion) may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Class Representative Service Payment. Aggrieved Employees have no right to object to the PAGA portion of the Settlement.

7.7.2. For any Participating Class Member to object, the Class Member must send written objections to the Administrator, signed by the Class Member, via fax, email, or mail, no later than forty-five (45) calendar days after the Administrator's mailing of the Class Notice (plus an additional fourteen (14) calendar days for Class Members whose Class Notice was re-mailed). The Settlement Administrator shall send all objections it receives to Defense Counsel and Class Counsel within three (3) business days of receipt. Participating Class Members may also appear in Court (or hire an attorney to appear in Court on their behalf) to present verbal objections at the Final Approval Hearing. The Court retains final authority with respect to the consideration and admissibility of any Class Member objections.

1 7.7.3. Non-Participating Class Members (i.e., Class Members who submit valid and
2 timely Requests for Exclusion) have no right to object to any of the class action
3 components of the Settlement.

4 7.7.4. Aggrieved Employees shall have no right to object to the PAGA portion of the
5 Settlement and shall be bound by the Release of claims identified in Paragraph 5.3
6 of this Agreement.

7 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
8 performed or observed by the Administrator contained in this Agreement or otherwise.

9 7.8.1. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
10 promptly review on a rolling basis Requests for Exclusion to ascertain their
11 validity. Not later than five (5) calendar days after the expiration of the deadline
12 for submitting Requests for Exclusion, the Administrator shall email a list to Class
13 Counsel and Defense Counsel containing (a) the names and other identifying
14 information of Class Members who have timely submitted valid Requests for
15 Exclusion (“Exclusion List”); (b) the names and other identifying information of
16 Class Members who have submitted invalid Requests for Exclusion; and (c) copies
17 of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

18 7.8.2. Weekly Reports. The Administrator must, on a weekly basis, provide written
19 reports to Class Counsel and Defense Counsel that, among other things, tally the
20 number of: Class Notices mailed or re-mailed, Class Notices returned undelivered,
21 Requests for Exclusion (whether valid or invalid) received, objections received,
22 challenges to Workweeks and/or Pay Periods received and/or resolved, and checks
23 mailed for Individual Class Payments and Individual PAGA Remedies Payments
24 (“Weekly Report”). The Weekly Reports must include the Administrator’s
25 assessment of the validity of Requests for Exclusion and attach copies of all
26 Requests for Exclusion and objections received.

27 7.8.3. Workweek and/or Pay Period Challenges. The Administrator has the authority to
28 address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.4. Administrator's Declaration. Not later than fourteen (14) calendar days before the date by which Plaintiff is 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 the Class Notice, any Class Notices returned as undelivered, the re-mailing of any Class Notices, attempts to locate Class Members, the total number of any Requests for Exclusion from Settlement it received (both valid or invalid), and the number of any written objections, and will 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.

7.8.5. Final Report by Settlement Administrator. Within ten (10) calendar 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 fifteen (15) calendar days before any deadline set by the Court, 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. Class Counsel is responsible for filing the Administrator's declaration in Court.

8. CLASS SIZE ESTIMATES and ESCALATOR CLAUSE.

Based on their records at the time of settlement, Defendants estimated there were approximately 3,700 Total Workweeks during the Class Period. In the event the actual count of Workweeks during the Class Period exceeds the original estimate of 3,700 Workweeks, Defendant Strata Skin Sciences, Inc., at

its option, can either choose to: (1) pay a proportional increase in the Gross Settlement Amount for each additional Workweek over 3,700, or (2) modify the applicable release period to a date prior to the date preliminary approval is granted, to avoid incurring the pro rata increase.

9. DEFENDANT’S RIGHT TO WITHDRAW.

If the number of valid Requests for Exclusion (Opt-outs) identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but are not obligated, to elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void *ab initio*, have no force or effect whatsoever, and that neither Party will 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. Defendants must notify Class Counsel and the Court of their election to withdraw not later than fourteen (14) calendar days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL.

Not later than sixteen (16) court days before the calendared Final Approval Hearing, Plaintiff will file in Court a Motion for Final Approval of the Settlement that includes a request for approval of the PAGA settlement under California Labor Code § 2699(I), a Proposed Final Approval Order, and a Proposed Judgment (collectively “Motion for Final Approval”). Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. 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 no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. 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. The Court’s decision to award less than the amounts requested for

the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

10.3. 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.

10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected as set forth in Paragraph 3.2.2 of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in Paragraph 7.7 of 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 suspended 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.

10.5. 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 nevertheless 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. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative

1 Service Payments or any payments to Class Counsel shall not constitute a material
2 modification of the Judgment within the meaning of this Paragraph, so long as the Gross
3 Settlement Amount remains unchanged.

4 **11. AMENDED JUDGMENT.**

5 If any amended judgment is required under Code of Civil Procedure § 384, the Parties will work
6 together, in good faith, to jointly submit a proposed amended judgment.

7 **12. ADDITIONAL PROVISIONS.**

8 12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other
9 Purposes. This Agreement represents a compromise and settlement of highly disputed
10 claims. Nothing in this Agreement is intended or should be construed as an admission by
11 Defendants that any of the allegations in the Operative Complaint have merit or that
12 Defendants have any liability for any claims asserted; nor should it be intended or
13 construed as an admission by Plaintiff that Defendants' defenses in the Action have merit.
14 The Parties agree that class certification and representative treatment is for purposes of this
15 Settlement only. If, for any reason, the Court does not grant Preliminary Approval, Final
16 Approval, or enter Judgment, Defendants reserve the right to contest certification of any
17 class for any reasons, and Defendants reserve all available defenses to the claims in the
18 Action, and Plaintiff reserves the right to move for class certification on any grounds
19 available and to contest Defendants' defenses. The Settlement, this Agreement, and
20 Parties' willingness to settle the Action will have no bearing on, and will not be admissible
21 in connection with, any litigation (except for proceedings to enforce or effectuate the
22 Settlement and this Agreement).

23 12.2. No Publicity. The Parties and their counsel agree that they will not initiate or have any
24 contact with the press, respond to any press inquiry or have any communication with
25 the press about this Action. Class Counsel will not communicate with other counsel
26 about this settlement, nor utilize it in any way in their marketing or advertising materials
27 or website, until such time as the Court grants Final Approval. Following Final
28 Approval, Defendants, Plaintiff, and Plaintiff's counsel agree to limit public comment

1 on the settlement, the Action, and Plaintiff's claims to stating that the matter has been
2 resolved to the satisfaction of all Parties. Neither the Parties nor their counsel will
3 initiate public comment, including but not limited to press inquiries or website, blog, or
4 social media postings.

5 12.2.1 Notwithstanding the foregoing, Class Counsel may respond to questions
6 received from, and discuss any aspect of this Agreement with, the Class
7 Members or their legal representatives, the Administrator, the Court, and
8 representatives of the LWDA.

9 12.2.2 Notwithstanding the foregoing, nothing in Paragraph 12.2 shall prohibit the
10 filing of information with the Court or the LWDA relating to the Settlement
11 that is necessary to effectuate this Agreement, or the online posting of
12 documents relating to the Action by the Administrator as permitted by this
13 Agreement including the Judgment entered by the Court.

14 12.2.3. Notwithstanding the foregoing, the Class Representative and Class Counsel
15 (1) may tell the public in general only that certain claims "have been resolved
16 by the Parties"; and (2) may disclose the terms of this Agreement (a) in
17 appropriate filings with the Court in this case; (b) where required by law
18 (e.g., income tax returns); and (c) to accountants or other tax professionals
19 for the purpose of preparing tax returns.

20 12.2.4 Nothing in Paragraph 12.2 shall be deemed to restrict Class Counsel's
21 communications with Class Members in accordance with Class Counsel's ethical
22 obligations owed to Class Members.

23 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
24 employees will not solicit any Class Member to opt out of or object to the Settlement, or
25 appeal from the Judgment. Nothing in this Paragraph shall be construed to restrict Class
26 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
27 ethical obligations owed to Class Members.

28 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement,

1 together with its attached exhibit, shall constitute the entire agreement between the Parties
2 relating to the Settlement, superseding any and all oral representations, warranties,
3 covenants, or inducements made to or by any Party.

4 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
5 represent that they are authorized by Plaintiff and Defendants, respectively, to take all
6 appropriate action required or permitted to be taken by such Parties pursuant to this
7 Agreement to effectuate its terms, and to execute any other documents reasonably required
8 to effectuate the terms of this Agreement, including any amendments to this Agreement.

9 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their
10 best efforts, in good faith, to implement the Settlement by, among other things, modifying
11 the Settlement Agreement, submitting supplemental evidence, and supplementing points
12 and authorities as requested by the Court. In the event the Parties are unable to agree upon
13 the form or content of any document necessary to implement the Settlement, or on any
14 modification of the Agreement that may become necessary to implement the Settlement,
15 the Parties will seek the assistance of a mediator and/or the Court for resolution.

16 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
17 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
18 encumber to any person or entity any portion of any liability, claim, demand, action, cause
19 of action, or right released and discharged by the Party in this Settlement.

20 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants, nor Defense Counsel are
21 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
22 relied upon as such within the meaning of United States Treasury Department Circular 230
23 (31 CFR Part 10, as amended) or otherwise.

24 12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended,
25 modified, changed, or waived only by an express written instrument signed by all Parties
26 or their representatives, and approved by the Court.

27 12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the
28 benefit of, the successors of each of the Parties.

- 12.11. Applicable Law. All terms and conditions of this Agreement and its exhibit will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.12. 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.
- 12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during, this Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to California Evidence Code § 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with this Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than ninety (90) calendar days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15. 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.
- 12.16. 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.
- 12.17. Notice. All notices, demands, or other communications between the Parties in connection

with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Kane Moon, Esq.
Allen Feghali, Esq.
Charlotte Mikat-Stevens, Esq.
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, CA 90017

To Defendant Strata Sciences, Inc.:

Dan M. Forman, Esq.
Amy S. Williams, Esq.
CDF LABOR LAW LLP
707 Wilshire Boulevard, Suite 5150
Los Angeles, California 90017

To Defendant Suna Solutions, Inc.:

Maria Z. Stearns, Esq.
Kimberly A. Nayagam, Esq.
RUTAN & TUCKER, LLP
18575 Jamboree Road, 9th Floor
Irvine, California 92612

12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (e.g., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if the counsel for the Parties exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree, upon the signing of this Agreement, pursuant to California Code of Civil Procedure § 583.330, to extend the date to bring a case to trial under California Code of Civil Procedure § 583.310 for the entire period of this settlement process.

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff & Class Representative:**

3 Dated: 04/11/2023

By: 
Jacqueline Williamson (Apr 12, 2023 08:53 PDT)

Jacqueline Braun Williamson

5 **Defendant:**

6 Dated:

STRATA SKIN SCIENCES, INC.

8 By:

Jay Sturm

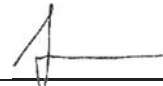
Vice-President and General Counsel

11 **Defendant:**

12 Dated: April 20, 2023

SUNA SOLUTIONS, INC.

14 By:


Representative Name

Vice President, Operations

Representative Title

18 **APPROVED AS TO FORM BY:**

19 **Plaintiff's Counsel:**

20 Dated: 4/12/2023

MOON & YANG, APC

22 By: Charlotte Mikat-Stevens
Charlotte Mikat-Stevens (Apr 12, 2023 10:58 CDT)

Kane Moon

Allen Feghali

Charlotte Mikat-Stevens

*Attorneys for Plaintiff Jacqueline Braun
Williamson*

1 **Defendant's Counsel:**

2 Dated:

CDF LABOR LAW LLP

3
4 By: _____

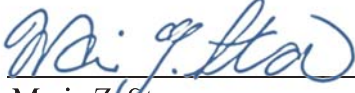
5 Dan M. Forman
6 Amy S. Williams

7 Attorneys for *Defendant Strata Skin Sciences,*
8 *Inc.*

8 **Defendant's Counsel:**

9 Dated: April 13, 2023

RUTAN & TUCKER, LLP

10
11 By:  _____

12 Maria Z. Stearns
13 Kimberly A. Nayagam

14 Attorneys for *Defendant Suna Solutions, Inc.*

1 **AGREED AND UNDERSTOOD BY:**

2 **Plaintiff & Class Representative:**

3 Dated:

By:

Jacqueline Braun Williamson

5 **Defendant:**

6 Dated:

4/17/23

STRATA SKIN SCIENCES, INC.

8 By:


Jay Sturm

Vice-President and General Counsel

11 **Defendant:**

12 Dated:

SUNA SOLUTIONS, INC.

15 By:

Representative Name

Representative Title

18 **APPROVED AS TO FORM BY:**

19 **Plaintiff's Counsel:**

20 Dated:

MOON & YANG, APC

22 By:

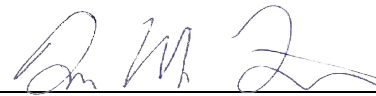
Kane Moon
Allen Feghali
Charlotte Mikat-Stevens

*Attorneys for Plaintiff Jacqueline Braun
Williamson*

1 **Defendant's Counsel:**

2 Dated: 4/18/2023

CDF LABOR LAW LLP

3
4 By: 

Dan M. Forman
Amy S. Williams

6 Attorneys for *Defendant Strata Skin Sciences,*
7 *Inc.*

8 **Defendant's Counsel:**

9 Dated:

RUTAN & TUCKER, LLP

10
11 By: _____

Maria Z. Stearns
Kimberly A. Nayagam

13 Attorneys for *Defendant Suna Solutions, Inc.*

EXHIBIT A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Jacqueline Braun Williamson v. Strata Skin Sciences, Inc. et al.
San Diego County Superior Court Case No. 37:2022-00010879

A court authorized this Notice. This is not a solicitation by a lawyer. You are not being sued.

IF YOU WORKED AS A NON-EXEMPT EMPLOYEE OF STRATA SKIN SCIENCES, INC. (“DEFENDANT STRATA”) IN CALIFORNIA AT ANY TIME BETWEEN MARCH 12, 2021 AND <<DATE OF PRELIMINARY APPROVAL>>, OR IF YOU WORKED AS A NON-EXEMPT EMPLOYEE OF SUNA SOLUTIONS, INC. (“DEFENDANT SUNA”) AND PERFORMED WORK FOR DEFENDANT STRATA WITHIN CALIFORNIA AT ANY TIME BETWEEN MARCH 12, 2021 AND <<DATE OF PRELIMINARY APPROVAL>>, THIS PROPOSED CLASS ACTION SETTLEMENT MAY AFFECT YOUR RIGHTS. (COLLECTIVELY, DEFENDANT STRATA AND DEFENDANT SUNA ARE REFERRED TO AS “DEFENDANTS.”)

Why should you read this Notice?

A proposed settlement (the “Settlement”) has been reached in a class action lawsuit entitled *Williamson v. Strata Skin Sciences, Inc.*, San Diego County Superior Court Case No. 37:2022-00010879 (the “Action”). The purpose of this Notice of Proposed Class Action Settlement (“Notice”) is to briefly describe the Action and to inform you of your rights and options in connection with the Action and the proposed Settlement.

The proposed Settlement will resolve all claims in the Action. A hearing concerning final approval of the proposed Settlement will be held before the Honorable Kenneth J. Medel on <<FA Date and Time>> in Department C-66 of the San Diego County Superior Court, Central Courthouse, located at 330 West Broadway, San Diego, CA 92101, to determine whether the Settlement is fair, adequate, and reasonable. As a Class Member, you are eligible to receive an individual Settlement Payment under the Settlement and will be bound by the release of claims described in this Notice and the Settlement Agreement filed with the Court, unless you timely request to be excluded from the Settlement.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:

YOU CAN DO NOTHING	If you do nothing, you will be considered part of the Class and will receive settlement benefits as explained below. In exchange, you will give up rights to pursue a separate legal action against either Defendant for the Released Claims asserted in the Action as explained below.
YOU CAN EXCLUDE YOURSELF FROM THE SETTLEMENT CLASS, BUT NOT THE PAGA SETTLEMENT DEADLINE TO EXCLUDE YOURSELF <i>IN WRITING</i>: <<RESPONSE DATE>>	You might pursue separate legal action against either Defendant about the claims in the Action. You may wish to hire an attorney at your expense to decide whether you wish to do so. You may simply wish not to fully participate in the proposed Settlement. If so, you must exclude yourself, in writing, from the Settlement by sending the Settlement Administrator a written Request to be Excluded by the deadline. Once excluded, you will not receive any pro rata share of the Net Settlement Amount under the Settlement, and you cannot object to any portion of the proposed Settlement. Except that, even if you request exclusion, you may still receive a pro rata share payment for eligible PAGA Remedies, and you will release PAGA claims as discussed below. You cannot exclude yourself from the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Remedies to all Aggrieved Employees, and in exchange, all Aggrieved Employees will give up their rights to pursue the PAGA Remedies claims against either Defendant and the Released Parties.

PARTICIPATING CLASS MEMBERS CAN OBJECT TO THE CLASS SETTLEMENT, BUT NOT THE PAGA SETTLEMENT DEADLINE TO SUBMIT WRITTEN OBJECTIONS: <<RESPONSE DATE>>	Participating Class Members (i.e., all Class Members who do not timely exclude themselves) can object to the proposed Settlement. To object to the Settlement, you may mail a written explanation of why you do not agree with the Settlement to the Settlement Administrator, appear at the Final Approval Hearing (scheduled to take place on <<FA Date>>), and/or hire an attorney at your expense to object for you. This option is available only if you do <u>not</u> exclude yourself from the Settlement. You may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance. Participating Class Members can <u>not</u> object to settlement of the PAGA claims.
YOU CAN CHALLENGE THE CALCULATIONS OF WORKWEEKS AND PAY PERIODS (IF APPLICABLE) DEADLINE TO SUBMIT WRITTEN CHALLENGES: <<RESPONSE DATE>>	The amounts of your Individual Settlement Payments as a Participating Class Member and Aggrieved Employee (if applicable) depend on how many Workweeks and Pay Periods you worked within the Class Period and PAGA Period, respectively. The number of your Workweeks and Pay Periods is stated below. If you disagree with either of these numbers, you may submit a Work Week Dispute to the Settlement Administrator by <<RESPONSE DATE>>.

Who is affected by this proposed Settlement?

The Court has certified, for settlement purposes only, the following class (the “Class”):

All current and former non-exempt employees of Defendant Strata Skin Sciences, Inc. within the State of California at any time between March 12, 2021 and <<the date of preliminary approval>>, as well as all current and former non-exempt employees of Defendant Suna Solutions, Inc. who performed work for Defendant Strata Skin Sciences, Inc. within the State of California at any time between March 12, 2021 and <<the date of preliminary approval>>.

According to Defendants’ records, you are a member of the Class (“Class Member”).

What is this case about?

In the Action, Plaintiff Jacqueline Braun Williamson (“Plaintiff”) on behalf of herself and the Class, alleges that Defendants: (1) Failed to Pay Minimum Wages; (2) Failed to Pay Overtime Compensation; (3) Failed to Provide Meal Periods; (4) Failed to Authorize and Permit Rest Breaks; (5) Failed to Indemnify Necessary Business Expenses; (6) Failed to Timely Pay Final Wages at Termination; (7) Failed to Provide Accurate Itemized Wage Statements; (8) committed Unfair Business Practices; and (9) violated provisions of the California Labor Code giving rise to civil penalty liability under the California Labor Code Private Attorneys General Act of 2004 [Lab. Code § 2699, *et seq.*]. Plaintiff seeks unpaid wages, reimbursement for necessary business expenses, actual damages, declaratory relief, statutory penalties, civil penalties under PAGA, restitution, interest, attorneys’ fees, and costs.

Defendants deny all liability and are confident that they have strong legal and factual defenses to these claims, but they recognize the risks, distractions, and costs associated with litigation. Defendants contend that their conduct is and has been lawful at all times relevant and that Plaintiff’s claims do not have merit, do not meet the requirements for class certification and that Plaintiff does not qualify as a PAGA representative.

This Settlement is a compromise reached after good faith, arm’s-length negotiations between Plaintiff and Defendants (the “Parties”), through their attorneys with the assistance of a neutral mediator, and is not an admission of liability on the part of Defendants. Both sides agree that this Settlement is fair, adequate, and reasonable. Plaintiff also believes this Settlement is in the best interests of all Class Members.

The Court has not ruled on the merits of Plaintiff’s claims or Defendants’ defenses.

Who are the attorneys representing the Parties?

The attorneys representing the Parties in the Action are:

Class Counsel

MOON & YANG, APC

Kane Moon, Esq.

E-mail: kane.moon@moonyanglaw.com

Allen Feghali, Esq.

E-mail: allen.feghali@moonyanglaw.com

Charlotte Mikat-Stevens, Esq.

E-mail: charlotte.mikat-stevens@moonyanglaw.com

1055 W. Seventh St., Suite 1880

Los Angeles, California 90017

Telephone: (213) 232-3128

Facsimile: (213) 232-3125

Defendant Strata's Counsel

CDF LABOR LAW LLP

Dan M. Forman, Esq.

dforman@cdflaborlaw.com

Amy S. Williams, Esq.

awilliams@cdflaborlaw.com

707 Wilshire Boulevard, Suite 5150

Los Angeles, California 90017

Telephone: (213) 612-6300

Defendant Suna's Counsel

RUTAN & TUCKER, LLP

Maria Z. Stearns, Esq.

mstearns@rutan.com

Kimberly A. Nayagam, Esq.

knayagam@rutan.com

18575 Jamboree Road, 9th Floor

Irvine, California 92612

Telephone: (714) 641-5100

Facsimile: (714) 546-9035

What are the Settlement terms?

Subject to final Court approval, Defendants will pay \$125,000.00 (the "Gross Settlement Amount") for: (a) Individual Class Payments to Participating Class Members; (b) the Court-approved Class Representative Service Payment to Plaintiff (\$5,000.00); (c) the Court-approved attorneys' fees and costs to Class Counsel (\$41,666.67 in fees and up to \$20,000.00 in costs to be requested); (d) payment to the Labor and Workforce Development Agency ("LWDA") for alleged PAGA Remedies (\$7,500.00 of a total of \$10,000.00 allocated to PAGA Remedies); (e) Individual PAGA Remedies Payments to Aggrieved Employees (\$2,500.00 of a total of \$10,000.00 allocated to PAGA Remedies); and (f) payment to the Settlement Administrator for settlement administration services (up to an estimated maximum of \$10,000.00).

Individual Settlement Payments. After deduction from the Gross Settlement Amount for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the payment to the LWDA, the Individual PAGA Remedies Payments to Aggrieved Employees, and settlement administration costs, there will be a Net Settlement Amount. From this Net Settlement Amount, Defendants will make an Individual Class Payment to each Class Member who does not request to be excluded from the Settlement ("Participating Class Members").

Upon final approval of the Settlement by the Court, Defendants will make a one-time payment of \$125,000.00 into a qualified settlement account established by the Settlement Administrator. A pro-rated portion of your Individual Class Payment and Individual PAGA Remedies Payment (if applicable) will be mailed to you within

14 calendar days after the Effective Date of the settlement. Together, Individual Class Payments and Individual PAGA Remedies Payments are referred to herein as Individual Settlement Payments.

From the total Gross Settlement Amount, a total amount of \$2,500.00 will be allocated for Individual PAGA Remedies Payments to Aggrieved Employees (i.e., all Class Members employed by Defendants in California during the PAGA Period, regardless of whether the Class Member is excluded from the Settlement). These payments shall be divided among Aggrieved Employees on a pro rata basis based upon the total number of Pay Periods worked by each respective Aggrieved Employee in California for Defendants during the PAGA Period (i.e., March 12, 2021 to <<**Date of Preliminary Approval**>>). Your estimated Individual PAGA Remedies Payment and Pay Periods are listed below.

The Net Settlement Amount shall be divided among all Participating Class Members on a pro rata basis based upon the total number of Workweeks worked by each respective Participating Class Member as a non-exempt hourly employee in the State of California during the Class Period (i.e., March 12, 2021 to <<**Date of Preliminary Approval**>>). Your estimated Individual Class Payment and Workweeks are listed below.

- Your estimated Individual Class Payment is <<**Estimated Payment**>> (less applicable withholdings) and your covered Workweeks worked during the relevant period between March 12, 2021 and <<**Date of Preliminary Approval**>> are <<**Workweeks**>>.
- Your estimated Individual PAGA Remedies Payment is <<**Estimated Payment**>> based on Defendants' records showing that you had <<**Pay Periods**>> during the relevant period between March 12, 2021 and <<**Date of Preliminary Approval**>>.

To the extent you dispute the number of Workweeks and/or Pay Periods, you must make your dispute ("Work Week Dispute") in writing and send it to the Settlement Administrator via fax or mail. Your Work Week Dispute (regarding either Workweeks and/or Pay Periods) must be postmarked or faxed no later than <<**+45 days from date of mailing**>> (the "Response Deadline") to:

ILYM Group, Inc., <<**Mailing Address & Fax Number**>>

Your Work Week Dispute must be in writing and contain: (a) your full name, signature, address, telephone number, and the last four digits of your Social Security number; (b) the number of Workweeks and/or Pay Periods you contend is correct; and (c) any evidence supporting your contention. Defendants' records will be presumed correct unless you prove otherwise by credible evidence. The Settlement Administrator will resolve and decide all Work Week Disputes, and its decisions will be reviewable by the Court during the Final Approval Hearing. **REMINDER:** If you believe your estimated Individual Class Payment amount is incorrect because your Workweeks (i.e., the number of total weeks you worked within the Class Period only) are wrong, or if you believe your estimated Individual PAGA Remedies Payment amount is incorrect because your Pay Periods (i.e., the number of total pay periods you worked within the PAGA Period only) is wrong, the deadline to dispute the Workweeks and/or Pay Periods reported for you is <<**RESPONSE DATE**>>.

For tax reporting purposes, the payments to Settlement Class Members will be allocated 20% as wages, 40% as penalties, and 40% as interest, excluding the PAGA Remedies Payments, which will be allocated as 100% penalties. The wage portion of the Individual Class Payments shall be subject to the withholding of applicable local, state, and federal taxes, and the Settlement Administrator shall deduct applicable employee-side payroll taxes from the wage portion of the Individual Class Payments. The portion of the Settlement Payments allocated to penalties and interest shall be classified as other miscellaneous income and reported on IRS Form 1099-MISC. Any taxes owed on that other miscellaneous income will be the responsibility of Settlement Class Members receiving those payments. Defendants will be responsible for the employers' share of payroll taxes, separate and apart from the Class Fund.

All checks for Individual Settlement Payments paid to Settlement Class Members shall advise that the checks will remain valid and negotiable for one hundred eighty (180) days from the date of the checks' issuance and shall thereafter automatically be void if not cashed by a Participating Class Member within that time. Any Individual Settlement Payment that is not cashed by a Settlement Class Member within one hundred eighty (180) days of issuance shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date. The Settlement Administrator shall void any tax documents issued to Settlement Class Members who did not cash their checks within 180 days of issuance. In such event, the Settlement Class Member shall nevertheless remain bound by the Settlement.

None of the Parties or attorneys make any representations concerning the tax consequences of this Settlement or your participation in it. Settlement Class Members should consult with their own tax advisors concerning the tax consequences of the Settlement. Class Counsel is unable to offer advice concerning the state or federal tax consequences of payments to any Class Member.

Class Counsel Attorneys' Fees and Costs, Class Representative Service Award, Settlement Administration Costs, and PAGA Remedies Payments. Class Counsel will ask the Court to award attorneys' fees up to \$41,666.67 (33 1/3%) of the Gross Settlement Amount and reimbursement of reasonable costs incurred in the Action not to exceed \$20,000. In addition, Class Counsel will ask the Court to authorize a Class Representative Service Payment of up to \$5,000.00 to Plaintiff for her efforts in bringing the case on behalf of the Class. The Parties estimate the cost of administering the Settlement will not exceed \$10,000.00. A payment in the amount of \$7,500.00 will be made to the LWDA for PAGA Remedies, which represents 75% of the \$10,000.00 set aside for payment under PAGA. Individual payments in the total amount of \$2,500.00 will also be made to Aggrieved Employees for PAGA Remedies, which represents 25% of the \$10,000.00 set aside for payment under PAGA.

What claims are being released by the proposed Settlement?

Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- (a) **Identity of Released Parties.** Defendants and any parent, subsidiary, affiliate, predecessor, or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys (collectively "Released Parties").
- (b) **Date Release Becomes Active.** The Released Claims will be released upon the date when Defendants fully fund the entire Gross Settlement Amount due under the Settlement.
- (c) **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of himself or herself and each of his or her heirs, representatives, successors, assigns, and attorneys, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases the Released Parties from the following claims for the entire Class Period:
 - 1) All Participating Class Members, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, release Released Parties from all claims which arise from the facts asserted in the Action or that could have been asserted in the Action, including all claims under the California Labor Code as alleged in the Action, including alleged violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
 - 2) All Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and each of their heirs, representatives, successors, assigns, and attorneys, release Released Parties from all claims which arise from the facts asserted in the Action or that could have been asserted in the Action, including all claims for penalties under the Private Attorneys General Act sections 2698, *et seq.*, for violations of the California Labor Code as alleged in the Action, including violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, *et seq.*).

What are my options in this matter?

You have several options under this Settlement, each of which is further discussed below. You may: (A) do nothing to remain in the Class and receive an Individual Settlement Payment; (B) if you choose option (A), you may also object to the Settlement but not the PAGA portion, as explained below; (C) exclude yourself from the

Settlement, in which case you may still receive an Individual PAGA Remedies Payment and will release PAGA claims; or (D) challenge the underlying calculations before receiving an Individual Settlement Payment.

If you remain in the Class, you will receive an Individual Class Payment in change for release of the claims other than PAGA claims, and you will be subject to any Judgment that will be entered in the Action, including the release of the Released Claims as described above.

OPTION A. Remain in the Class: If you wish to remain in the Class and be eligible to receive an Individual Class Payment under the Settlement as a Participating Class Member, **you do not need to take any action.** By remaining in the Class and receiving settlement monies, you consent to the release of the Released Claims as described above.

Any amount paid to Settlement Class Members will not count or be counted for determination of eligibility for, or calculation of, any employee benefits (for example, vacations, holiday pay, retirement plans, non-qualified deferred compensation plans, etc.), or otherwise modify any eligibility criteria under any employee pension benefit plan or employee welfare plan sponsored by Defendants, unless otherwise required by law.

OPTION B. Objecting to the Settlement: If you believe the proposed Settlement is not fair, reasonable, or adequate in any way, you have several options that you may use to object to it or express any concerns. To object, you may appear in person at the Final Approval Hearing (scheduled to take place on <<FA Date>>), have an attorney object for you, and/or submit a written brief or statement of objection (“written objection”) to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>>. You may hire an attorney at your own expense to decide whether to object to the Settlement. If you submit a written objection, it should contain sufficient information to confirm your identity and the basis of the objection, including: (1) your full name; (2) the grounds for the objection; (3) your signature; and (4) be postmarked on or before <<Response Deadline>> and returned to the Settlement Administrator at the address listed above to ensure that it is received in time to be transmitted to and considered by the Court. You can also hire an attorney at your own expense to represent you in your objection. The Parties shall file responses to any written objections before the Final Approval Hearing. Regardless of whether you object in writing, the Court may, in its sole discretion, permit you to state any objections you may have at the Final Approval Hearing. **Even if you submit an objection, you will be bound by the terms of the Settlement, including the release of Released Claims as set forth above, unless the Settlement is not finally approved by the Court.**

Only Participating Class Members may object to the proposed Settlement. Further, Participating Class Members may not object to the portion of the proposed Settlement concerning PAGA claims. If you submit a timely and valid Request for Exclusion (Option C), then the option to object is no longer available to you.

Regardless of the form, an objection alone will not satisfy the requirement that a Settlement Class Member must formally intervene and become a party of record in the action to appeal a Judgment entered following an Order finally approving this Settlement, as is required under the California Supreme Court decision of *Hernandez v. Restoration Hardware* (2018) 4 Cal. 5th 260.

OPTION C. Request to Be Excluded from the Settlement and Receive No Individual Class Payment: If you do not want to be part of the Settlement, you must submit a written request to be excluded from the Settlement to the Settlement Administrator at ILYM Group, Inc., <<Mailing Address>> by the deadline. In order to be valid, your written request to be excluded from the Settlement must be signed and include your name, address, and telephone number (to confirm your identity and make certain that only persons requesting exclusion are removed from the settlement).

You may hire an attorney at your own expense to decide whether to request to be excluded from the Settlement. Your written request to be excluded from the Settlement must then be signed and postmarked on or before <<Response Deadline>>. If you do not submit a written request to be excluded from the Settlement on time (as evidenced by the postmark), your written request to be excluded from the Settlement will be rejected, you will be deemed a Participating Class Member, and you will be bound by the release of Released Claims as described above and all other terms of the Settlement.

If you submit a written request to be excluded from the Settlement by the deadline to request exclusion, you will have no further role in the Action. You will not be able to complain to the Court about any aspect of the Settlement. **You will not be entitled to any benefit, including a pro rata share of the Net Settlement Amount, except that you may still receive payment for PAGA Remedies and will release claims for Civil Penalties under PAGA.** You cannot exclude yourself from the PAGA portion of the proposed Settlement.

OPTION D. Challenge the Calculations Underlying Individual Settlement Payments: The amounts of your Individual Settlement Payments, including your Individual Class Payment as a Participating Class Member and your Individual PAGA Remedies Payment as an Aggrieved Employee (if applicable), depend on how many Workweeks and Pay Periods you worked for Defendant in California within the Class Period and PAGA Period, respectively. The calculated number of your Workweeks and Pay Periods (if applicable) is stated above. If you disagree with either of these numbers, you may submit a written Work Week Dispute to the Settlement Administrator by <<**Response Deadline**>>. Your Work Week Dispute must contain the information stated above.

What is the next step in the approval of the Settlement?

The Court will hold a Final Approval Hearing regarding the fairness, reasonableness, and adequacy of the proposed Settlement, the plan of distribution, Class Counsel's request for attorneys' fees and costs, the Class Representative Service Payment to Plaintiff, the settlement administration costs, and the payment to the LWDA and to individual Aggrieved Employees for PAGA Remedies on <<**FA Date and Time**>> in Department C-66 of the San Diego County Superior Court, Central Courthouse, located at 330 West Broadway, San Diego, CA 92101. If you wish to attend the Final Approval Hearing telephonically, you may arrange to appear at the hearing remotely via CourtCall by dialing 1-888-882-6878 or by visiting the CourtCall website at www.courtcall.com to schedule a remote appearance prior to the date of the Final Approval Hearing. The Final Approval Hearing may be continued without further notice to Class Members.

You are not required to attend the Final Approval Hearing to receive an individual Settlement Payment.

How can I get additional information?

This Notice summarizes the Action and the basic terms of the Settlement. More details are in the Class Action and PAGA Settlement Agreement attached to the Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval. The Class Action and PAGA Settlement Agreement, and all other records relating to the Action, are available for inspection and/or copying at the Civil Records Office of the San Diego County Superior Court. You may also request a copy of the Settlement Agreement from Class Counsel and/or Defendants' Counsel referenced above.

PLEASE DO NOT OTHERWISE CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.