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Attorneys for Defendant,
SPARC GROUP LLC

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

MELISSA PEREZ, as an Individual, and On
Behalf of Herself and Other Aggrieved
Employees, and On Behalf of the General
Public as Private Attorneys General,

Plaintiff,

v.

SPARC GROUP LLC dba NAUTICA, a
California corporation; and DOES 1-250,
inclusive,

Defendants.

CASE NO.: 22STCV21083

**JOINT SETTLEMENT AND RELEASE OF
CLAIMS**

Dept.: 50
Judge: Hon. Teresa A. Beaudet
Filed: June 29, 2022
Trial: December 4, 2024

SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS

Plaintiff MELISSA PEREZ, individually and in her capacity as representative of the State of
California on behalf of other aggrieved employees, and Defendant SPARC GROUP LLC, a Delaware

Limited Liability Company, hereby enter into this Settlement Agreement and Release of Private Attorneys General Act of 2004 Claims ("Settlement") as follows:

DEFINITIONS

As used in this Settlement, the following terms shall have the following meanings:

1. "Action" shall mean the PAGA action entitled *Melissa Perez v. SPARC Group LLC dba Nautica* filed on June 29, 2022, in the Superior Court for the County of Los Angeles and designated as Case No. 22STCV21083.

2. "Defendant" shall mean Defendant SPARC GROUP LLC, a Delaware limited liability company.

3. "Defense Counsel" shall mean Stacey McKee Knight, Esq. and Janella Gholian, Esq. of Katten Muchin Rosenman LLP.

4. "Effective Date" refers to the date upon which both of the following have occurred: (i) approval of the Settlement is granted by the Superior Court of California for the County of Los Angeles, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment approving the Settlement becomes Final. If there is an appeal of the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or the expiration of the time to file a petition for writ of certiorari to the California Supreme Court shall be the date the Settlement is Final. If there is an intervenor, but no appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment shall be the date the Settlement is Final. If there is no intervenor in the action, the date the Court enters an order approving this Settlement shall be the date the Settlement is Final.

5. "LWDA" refers to the California Labor & Workforce Development Agency.

6. "PAGA" refers to the Labor Code Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*

7. "PAGA Period" shall mean May 3, 2021, through the date of entry of an order by the Court in this Action approving this Settlement.

8. "PAGA Settlement Members" shall mean all persons employed by Defendant at as non-exempt employees in California at any time during the PAGA Period. For purposes of this

1 Settlement only, and not otherwise as an admission of any misconduct or wrongdoing by Defendant or
2 any of the defendants, Defendant and Plaintiff stipulate that all PAGA Settlement Members are
3 aggrieved employees pursuant to PAGA.

4 9. "PAGA Fund" shall mean the Total Settlement Payment, less Plaintiff's Counsel
5 Payment, and the Settlement Administrative Costs.

6 10. "Plaintiff" refers to Melissa Perez, individually and in her capacity as representative of
7 the State of California on behalf of other aggrieved employees.

8 11. "Plaintiff's Counsel" collectively refers to West Coast Employment Lawyers, APLC.

9 12. "Parties" collectively refers to Plaintiff and Defendant.

10 13. "Released Claims" shall mean any and all claims, whether known or unknown, to
11 recover civil penalties pursuant to PAGA for any violations alleged in the Action, the LWDA Notice,
12 or the Operative Complaint, or that could have been alleged in the Action, the LWDA Notice, or the
13 Operative Complaint, that are based on the alleged meal and rest break, minimum wage, overtime
14 compensation, wage statement, unreimbursed business expenses and final pay violations, and any
15 resulting claim for penalties under PAGA alleged to have been violated in the Action during the PAGA
16 Period. Released Claims include, but are not limited to, alleged violations by Defendant of the
17 California Labor Code sections 98.6, 201, 202, 203, 204, 226(a), 510, 1102.5, 1194, 1197, 1198, 1770-
18 1773, 2441, et seq.

19 14. "Released Parties" shall mean Defendant, and all of its subsidiary companies, affiliates,
20 holding companies, successors, partners, owners, shareholders, insurers, legal representatives, assigns,
21 employees, officers, directors, attorneys, and agents.

22 15. "Settlement Administrator" refers to Simpluris a qualified, third-party settlement
23 administrator agreed to by the Parties to administer the terms of the Settlement.

24 **RECITALS**

25
26 16. On May 3, 2022, Plaintiff's Counsel sent a letter to the LWDA on behalf of Plaintiff,
27 in compliance with California Labor Code § 2699.3. Plaintiff seeks to represent herself and all PAGA
28 Settlement Members (the "LWDA Notice"). More than 65 days passed after the letter was sent to the

1 LWDA, and the LWDA has not indicated that it intends to investigate the alleged violations referenced
2 in the letter.

3 17. On June 29, 2022, Plaintiff filed a Complaint in Los Angeles Superior Court, Case No.
4 22STCV21083 alleging individual wage and hour claims against Defendant.

5 18. On July 7, 2022, Plaintiff filed a First Amended Complaint adding a PAGA claim for
6 civil penalties.

7 19. On August 1, 2023, Plaintiff filed a Second Amended Complaint adding individual Fair
8 Employment & Housing Act causes of action ("Second Amended Complaint"). The Second Amended
9 Complaint is the operative complaint in the Action (the "Operative Complaint").

10 20. Counsel for all Parties have thoroughly investigated the facts relating to the claims
11 alleged in the Operative Complaint and have made a thorough study of the legal principles applicable
12 to the claims asserted against Defendant. Based on their investigation and evaluation of the Action and
13 the claims in the LWDA Notice and the Operative Complaint, Plaintiff's Counsel has concluded that
14 the Settlement is fair, reasonable, and adequate in light of all known facts and circumstances, including
15 the defenses asserted by Defendant, potential adverse findings regarding liability, and numerous
16 potential appellate issues.

17 21. Defendant denies, and continues to deny, each and every claim and contention alleged
18 in the Action, the LWDA Notice, and the Operative Complaint, and has always maintained that it never
19 engaged in any unlawful acts regarding any of the matters alleged in the Action, the LWDA Notice
20 and/or the Operative Complaint.

21 **NOW, THEREFORE,** in consideration of the mutual covenants, promises, and conditions set
22 forth, the Parties agree as follows:

23
24 **NON-ADMISSION OF LIABILITY**

25 22. Based on the factual and legal issues involved, the expense and time necessary to
26 prosecute the Action through trial, the risks, uncertainty and costs of further prosecution, the difficulty
27 of proof necessary to establish a class for purposes of liability, and the relative benefits to the PAGA
28 Settlement Members of an expeditious resolution to the Action, the Parties have concluded that the

1 terms set forth in this Settlement are fair, reasonable, adequate and in the best interests of the PAGA
2 Settlement Members.

3 23. By entering into this Settlement, Defendant denies any liability for any of the claims in
4 the Action, the LWDA Notice and the Operative Complaint, as well as any other potential or unknown
5 claims based on wage and hour violations under state or federal law. Neither this Settlement, nor any
6 document referred to or contemplated herein, nor any action taken to carry out this Settlement, is, may
7 be construed as, or may be used as, an admission, concession, or indication by Defendant, or against
8 any defendant in this Action, of any unlawful conduct, fault, wrongdoing or liability whatsoever.
9 Defendant specifically denies that it has engaged in any unlawful or wrongful conduct against Plaintiff
10 or the PAGA Settlement Members.

11 **TERMS OF THE PAGA SETTLEMENT**

12 **Gross PAGA Settlement Payment**

13 24. Defendant shall pay a settlement payment in a total amount not to exceed \$10,000.00
14 (Ten Thousand Dollars and Zero Cents) (the "Gross Payment"). The Gross Payment shall include
15 settlement administrative fees and costs, attorneys' fees to Plaintiff's counsel, and the PAGA Fund.

16 25. Defendant represents that there are approximately 63 PAGA Settlement Members
17 through June 12, 2024. Plaintiff has no evidence to dispute this assertion.
18

19 **Plaintiff's Counsel Payment of Attorneys' Fees and Costs**

20 26. Plaintiff's Counsel will apply to the Court for an award of attorneys' fees not to exceed
21 twenty percent (20%) of the Gross Payment (referred to as "Plaintiff's Counsel Payment"). Plaintiff's
22 Counsel will be responsible for submitting evidence to this Court to support their request for attorneys'
23 fees. Defendant will not oppose or object to Plaintiff's Counsel's application for attorneys' fees, not to
24 exceed twenty percent (20%) of the Gross Payment.
25

26 27. Plaintiff's Counsel Payment shall be paid from the Gross Payment. Any reductions by
27 the Court of Plaintiff's Counsel's request for attorneys' fees or costs shall revert to the PAGA Fund.
28

1 **Settlement Administration Fees and Costs**

2 28. Settlement administration shall be done by a qualified, third-party settlement
3 administrator agreed to by the Parties and approved by the Court (“Settlement Administrator”) -
4 Simpluris. The Parties agree that the Settlement Administrative Costs shall be paid from the Gross
5 Payment. This includes all fees and costs for postage, envelopes, and computer searches to locate
6 addresses; and expenses of the Settlement Administrator to implement and complete the settlement
7 process according to the terms of this Settlement, to calculate payments to individual PAGA Settlement
8 Members, any cost associated with the escheatment process for any uncashed or undeliverable
9 settlement checks, to prepare any necessary tax documents for PAGA Settlement Members, and any
10 other related fees and costs (the “Settlement Administrative Costs”).

11 29. The Settlement Administrative Costs should not exceed more than \$3,500.00 (Three
12 Thousand Five Hundred Dollars and Zero Cents). The Settlement Administrative Costs shall be paid
13 from the Total Settlement Payment. Any reductions by the Court or any unused amount shall revert to
14 the PAGA Fund.

15 **PAGA Net Fund**

16 30. After deducting the Plaintiff’s Counsel Payment and Settlement Administration Costs,
17 the remainder of the Total Settlement Payment (the “PAGA Net Fund”) shall be allocated toward
18 payment to the Labor & Workforce Development Agency and PAGA Settlement Members.

19 31. Seventy-five percent (75%) of the PAGA Net Fund will be sent to the LWDA and
20 twenty-five percent (25%) of the PAGA Net Fund will be allocated among the PAGA Settlement
21 Members, based on each member’s proportionate share of the weeks worked during the PAGA Period.

22 **COMPUTATION AND DISTRIBUTION OF TOTAL SETTLEMENT FUND**

23 **Deposit of Total Settlement Payment**

24 32. The Settlement Administrator shall establish a Qualified Settlement Fund pursuant to
25 Section 468B(g) of the Internal Revenue Code for purposes of administering the Settlement. The
26 Settlement Administrator shall furnish the Qualified Settlement Fund with its own Employer ID
27 Number and calculate all settlement checks and withholdings required under law based on information
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1 that will be confidentially furnished by Defendant. There are no payroll deductions to be calculated
2 under this Settlement, since no part of the Settlement will be classified as wages.

3 33. Within thirty (30) calendar days after the Effective Date, Defendant shall deposit the
4 Gross Payment with the Settlement Administrator.
5

6 **Formula for Calculating Share of PAGA Fund**

7 34. The portion of the PAGA Fund that is paid to each PAGA Settlement Member shall be
8 determined based on the following formula:

9 (a) The payment to PAGA Settlement Members will be based on the number of
10 weeks worked by each PAGA Settlement Member during the PAGA Period.
11 Partial weeks will be counted as full work weeks.

12 (b) The amount to be paid per week worked by a PAGA Settlement Member will
13 be calculated by dividing the value of the portion of the PAGA Net Fund that
14 will be paid to PAGA Settlement Members by the total number of weeks
15 worked by all PAGA Settlement Members during the PAGA Period.

16 (c) Defendant's records shall be determinative for purposes of calculating the
17 number of weeks worked and any payments to PAGA Settlement Members.

18 **Distribution of PAGA Net Fund**

19 35. Defendant shall provide the Settlement Administrator with a list of the names and
20 addresses of the PAGA Settlement Members, to be furnished within seven (7) days after the Court
21 issues an Order approving the Settlement. The contact information is being provided confidentially to
22 the Settlement Administrator only, and the Settlement Administrator shall treat the information as
23 private and confidential and take all necessary precautions to maintain the confidentiality of contact
24 information of the PAGA Settlement Members. This information is to be used only to carry out the
25 Settlement Administrator's duties as specified in this Settlement.

26 36. Within seven (7) days after receipt of the necessary funding, the Settlement
27 Administrator shall distribute to the Plaintiff's Counsel their court-approved litigation costs either via
28

1 wire transfer payment or check, as specified by Plaintiff's Counsel. At that time the Settlement
2 Administrator is also authorized to disperse to itself the amount of court-approved Settlement
3 Administration fees.

4 37. Within seven (7) days after the receipt of necessary funding, the Settlement
5 Administrator shall pay to the LWDA an amount equivalent to the court-approved seventy-five percent
6 (75%) of the PAGA Net Fund.

7 38. Within seven (7) days after the receipt of necessary funding, the Settlement
8 Administrator shall distribute to PAGA Settlement Members their court-approved individual portion
9 of the PAGA Net Fund (the "Individual Payment"), or as otherwise directed by the Court.

10 39. Within seven (7) days after the receipt of necessary funding, the Settlement
11 Administrator shall distribute to the Plaintiff's Counsel their court-approved attorneys' fees, either via
12 wire transfer payment or check, as specified by Plaintiff's Counsel.

13 40. The Settlement Administrator will send the Individual Payment to the PAGA
14 Settlement Members by postmarked First Class U.S. Mail.

15 41. To provide the best notice and delivery of Individual Payments practicable, any
16 Individual Payment returned to the Settlement Administrator as non-delivered shall be sent by post-
17 marked First Class U.S. Mail to the forwarding address affixed thereto, if any. If no forwarding address
18 is provided for an Individual Payment that is returned as non-deliverable, the Settlement Administrator
19 shall use the best available technology accessible (e.g. skip tracing, address verification, etc.) to the
20 Settlement Administrator or other mutually agreeable method to locate PAGA Settlement Members
21 and will then mail the Individual Payment to the address identified by the best available technology
22 accessible to the Settlement Administrator or other mutually agreeable method. If no current address
23 is located, the Individual Payment for that individual will be deemed undeliverable. If any PAGA
24 Settlement Members cannot be located within two attempts at mailings by the Settlement
25 Administrator, the Individual Payment for that individual will be deemed undeliverable.

26 42. The Settlement Administrator shall maintain a list of the postmark dates for the original
27 mailing of the Individual Payment to the PAGA Settlement Members, the postmark date of any
28

1 subsequent mailing to any PAGA Settlement Members, and a list of PAGA Settlement Members who
2 did not receive the Individual Payment due to the inability to locate a valid address using the procedures
3 described herein or who otherwise could not be located within two attempts at mailing.

4 43. All settlement checks will remain valid and negotiable for 180 days from the date of
5 their mailing by the Settlement Administrator. After 180 days from the date of their mailing by the
6 Settlement Administrator, any uncashed checks will be void and escheat to the Legal Aid Foundation
7 of Los Angeles (<https://lafla.org/>).

8 44. No later than January 31 of the year following payment of the Individual Payment, the
9 Settlement Administrator will prepare and issue an IRS Form 1099 to PAGA Settlement Members who
10 received an Individual Payment.

11 **CLAIMS RELEASED BY PAGA SETTLEMENT MEMBERS**

12 **Claims Released by the LWDA and All PAGA Settlement Members**

13 45. Upon the date of entry of an order by the Court in this Action approving this Settlement,
14 the LWDA and PAGA Settlement Members, including Plaintiff, fully release and forever discharge
15 the Released Parties from any and all Released Claims. As a result of this release, the PAGA Settlement
16 Members will be unable to bring a claim under, or recover in any other claim brought under, the
17 California Private Attorneys General Act, California Labor Code § 2698 *et seq.*, for any violations of
18 the Released Claims.

19 **Tax Treatment and Tax Indemnification**

20 46. PAGA Settlement Members will assume any tax obligations or consequences which
21 may arise from this Settlement. PAGA Settlement Members release any and all claims that they have
22 or may have against Defendant for any claims, demands, deficiencies, levies, assessments, executions,
23 judgments, penalties, taxes, indemnification, and any other recoveries related to any payments made
24 under this Settlement or any compensation provided at any time by Defendant or any of the Released
25 Parties. If any state or federal taxing authority contacts, investigates, or pursues any action against any
26 PAGA Settlement Members for their individual share of taxes related to any payments made under this
27 Settlement or any compensation provided at any time by Defendant or any of the Released Parties, each
28

1 PAGA Settlement Member shall be responsible for their own defense of, and payment for, any claim
2 of unpaid taxes, interest, or penalties brought by any state or federal taxing authority for the PAGA
3 Settlement Member's share of any state or federal tax obligation. If a PAGA Settlement Member has
4 questions about any liability to any state or federal taxing authority, they shall contact the Settlement
5 Administrator. The PAGA Settlement Members shall not contact Defendant, any of the Released
6 Parties, or Defense Counsel.

7 **MISCELLANEOUS PROVISIONS**

8 **Voiding the Settlement**

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10 47. A failure of the Court to approve any material condition of this Settlement shall render
11 the entire Settlement voidable and unenforceable as to Plaintiff and Defendant, at the option of Plaintiff
12 or Defendant. Each party may exercise its option to void this Settlement as provided above by giving
13 notice, in writing, to the other, and to the Court within fifteen (15) days after the Order denying approval
14 of the Settlement has been received by the party seeking to void the Settlement.

15 **Mutual Full Cooperation**

16 48. Plaintiff, Defendant, Plaintiff's Counsel, and Defendant's Counsel agree to fully
17 cooperate with each other to accomplish the terms of this Settlement, including, but not limited to,
18 execution of such documents and to take such other action as may reasonably be necessary to
19 implement the terms herein. The Parties agree to use their best efforts and any other efforts that may
20 become necessary by Order of the Court, or otherwise, to effectuate this Settlement.

21 **Parties' Authority**

22 49. The signatories hereto represent that they are fully authorized to enter into this
23 Settlement.

24 **Binding Nature of the Settlement**

25 50. This Settlement shall be binding upon, and inure to the benefit of, the successors or
26 assigns of the Released Parties. Plaintiff represents, covenants, and warrants that she has not directly
27 or indirectly, assigned, transferred, encumbered, any claim, demand, action, cause of action or rights
28 released in the Released Claims in this Settlement. This Settlement also shall be binding upon Plaintiff

1 and the PAGA Settlement Members.

2 51. This Settlement may be amended or modified only by a written instrument signed by
3 Plaintiff's Counsel and Plaintiff, as well as Defendant's Counsel and Defendant in this Action. No
4 rights under this Settlement may be waived except in writing.

5 52. This Settlement and any attached exhibits constitute the entire agreement between
6 Plaintiff and Defendant in this Action relating to the terms contained herein. All prior or
7 contemporaneous agreements, understandings and statements, whether oral or written, whether express
8 or implied, and whether by a party or its counsel, concerning this Settlement are merged herein. No
9 oral or written representations, warranties or inducements have been made to any party concerning this
10 Settlement or its exhibits other than the representations, warranties and covenants contained and
11 memorialized in such documents.

12 53. Paragraph titles or captions contained herein are inserted as a matter of convenience
13 and for reference, and in no way define, limit, extend, or describe the scope of this Settlement or any
14 of its provisions. Each term of this Settlement is intended to be contractual and not merely a recital.

15 **Joint Drafting of Settlement Documents**

16 54. Plaintiff's Counsel and Defendant's Counsel have arrived at this Settlement as a result
17 of a series of arm's-length negotiations, taking into account all relevant factors, present and potential.

18 55. This Settlement has been drafted jointly by Plaintiff's Counsel and Defendant's
19 Counsel and, therefore, in any construction or interpretation of this Settlement, the same shall not be
20 construed against any of the Parties.

21 56. Plaintiff and Plaintiff's Counsel agree that none of the documents provided to them by
22 the Defendant in this Action shall be used for any purpose other than the settlement of this Action.
23 Specifically, none of the documents provided shall be used to pursue any subsequent claims or litigation
24 against Defendant or the Released Parties.

25 **Execution of the Settlement**

26 57. This Settlement may be executed in one or more counterparts and by facsimile. All
27 executed copies of this Settlement and photocopies thereof shall have the same force and effect and
28

1 shall be as legally binding and enforceable as the original.

2 **No Press Release or Publicity Regarding the Terms Of Settlement**

3 58. Plaintiff and Plaintiff's Counsel, as well as Defendant and Defendant's Counsel, agree
4 that they will not issue any media or press release, initiate any contact with the media or the press,
5 respond to any media or press inquiry or have any communications with the media or the press about
6 the fact, amount or terms of this Settlement. Plaintiff and Plaintiff's Counsel shall not publicize or refer
7 to the fact or amount of the Settlement, on their websites, social media, any other marketing materials,
8 or legal publication. Plaintiff and Plaintiff's Counsel will not state on their websites, social media, any
9 other marketing materials, or legal publications, that Defendant engaged in any act contrary to
10 California law, or denied payment owed to employees, or otherwise disparage Defendant, or otherwise
11 identify Defendant. Plaintiff and Plaintiff's counsel agree to keep the terms of the Settlement
12 confidential, except as reasonably necessary to obtain judicial approval of the Settlement. To the extent
13 limited public disclosures are required to effectuate the Settlement or to notify courts or parties, such
14 limited and necessary details may be revealed with the consent of all Parties. However, any such
15 disclosures shall not constitute a waiver of confidentiality with respect to any information not publicly
16 disclosed. Defendant shall be allowed to report the Settlement or results of this lawsuit if required to
17 do so by public disclosure regulatory requirements or with respect to any financial or other disclosures
18 which in their judgment are necessary.

19 **Continuing Jurisdiction of the Court**

20 59. Pursuant to California Code of Civil Procedure section 664.6, the Parties agree that the
21 Court shall retain jurisdiction over the Parties, and over this Settlement, in order to: (i) monitor and
22 enforce compliance of Settlement, and/or (ii) resolve any disputes over this Settlement or the
23 administration of the benefits of this Settlement.

24 **Representations by Plaintiff**

25 60. Plaintiff acknowledges the following:

- 26 (a) Plaintiff has carefully read and fully understands all of the provisions of this
27 Settlement;
28

- 1 (b) Plaintiff knowingly and voluntarily agrees to all of the terms set forth in this
2 Settlement and has not been coerced, threatened, or intimidated into executing
3 this Settlement;
4 (c) Plaintiff was advised, and hereby is advised in writing, to consider the terms of
5 this Settlement and consult with his attorney before signing this Settlement.
6 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
7 Plaintiff acknowledges that all Parties shall bear their own fees and costs
8 through the conclusion of this Action.

9 **Representations by Defendant**

10 61. Defendant acknowledges the following:

- 11 (a) Released Parties have carefully read and fully understand all of the provisions
12 of this Settlement;
13 (b) Released Parties knowingly and voluntarily agree to all of the terms set forth in
14 this Settlement and have not been coerced, threatened, or intimidated into
15 executing this Settlement;
16 (c) Released Parties were advised, and hereby are advised in writing, to consider
17 the terms of this Settlement and consult with their attorney before signing this
18 Settlement.
19 (d) Other than the fees and costs awarded pursuant to the terms of this Settlement,
20 Released Parties acknowledge that all Parties shall bear their own fees and costs
21 through the conclusion of this Action.

22
23 AGREED TO BY PLAINTIFF:

24 DATED: June 24, 2024

MELISSA PEREZ, individually and on behalf of
other aggrieved employees

26
27 
Melissa Perez (June 24, 2024 18:33 PDT)

1 AGREED TO BY DEFENDANT:

2 DATED: June 24, 2024

SPARC GROUP LLC, a Delaware Limited Liability
Company

3 
4 Collette Stanford, Chief Legal Officer
5 Title

6
7 AGREED TO BY PLAINTIFF'S COUNSEL:

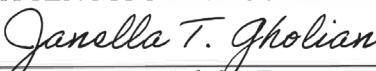
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9
10 DATED: June 24, 2024

WEST COAST EMPLOYMENT LAWYERS

11 
12 Ronald L. Zambrano, Esq.
13 Crystal F. Mohsin, Esq.
14 Counsel for Plaintiff

15 DATED: June 24, 2024

KATTEN MUCHIN ROSENMAN LLP

16 
17 Stacey McKee Knight, Esq.
18 Janella Gholian, Esq.
19 Counsel for Defendant
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