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14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

16 JAVIER SALAZAR, as an individual, and
17 on behalf of all similarly situated employees,

18 Plaintiff,

19 v.

20 CHRISTINA, JENNIFER & JESSICA
21 ENTERPRISES, INC.; and DOES 1 through
50, inclusive,

22 Defendant.

Case No.: BC611193

**CLASS ACTION SETTLEMENT
AGREEMENT AND STIPULATION**

*[Assigned for All Purposes to the Honorable
Judge Carolyn B. Kuhl; Dept. 309]*

Complaint Filed: February 22, 2016
Trial Date: None Set

23
24 TO THE HONORABLE COURT AND ALL PARTIES AND THEIR ATTORNEYS OF
25 RECORD HEREIN:

26 **IT IS HEREBY STIPULATED AND AGREED**, by and between the **Parties**¹, subject to
27 the approval of the **Court**, that this **Action** shall be settled and a judgment entered pursuant to the
28

1 The definitions for all bold-lettered terms can be found in Part II.

1 terms and conditions set forth in this Class Action Settlement Agreement and Stipulation (the
2 “**Stipulation**”) and the Exhibits hereto:

3 **I. THE ACTION AND THE REASONS FOR STIPULATED SETTLEMENT**

4 **A. Plaintiff** Javier Salazar filed a putative class action complaint on February 22, 2016,
5 against Defendant Christina, Jennifer & Jessica Enterprises, Inc. (“**CJJE**”) (hereinafter
6 “**Defendant**”) in the Superior Court of California for the County of Los Angeles, Case No.
7 BC611193. Plaintiff filed a First Amended Complaint on November 3, 2017. The First Amended
8 Complaint alleges eight causes of action: (1) failure to pay overtime wages; (2) failure to provide
9 meal periods; (3) failure to provide rest periods; (4) failure to keep accurate payroll records; (5)
10 failure to pay wages upon ending employment; (6) unfair competition (Business and Professions
11 Code § 17200 et seq.); (7) violation of Labor Code §§ 2698-2699 (Private Attorney General Act);
12 and (8) failure to pay all wages including minimum wages.

13 **Plaintiff** seeks to represent a class of all current and former non-exempt employees that
14 worked at **CJJE** in California during the **Class Period**. The **Action** seeks recovery of alleged
15 compensatory damages, nominal damages, economic and/or special damages, lost wages, penalties,
16 restitution, injunctive relief, declaratory relief, interest, costs of suit, and attorneys’ fees.

17 **B. Defendant** denies the allegations in the Complaint and continues to deny any liability
18 or wrongdoing of any kind associated with any of the claims alleged in the Complaint.

19 **C.** Following the filing of the original Complaint, the **Parties** engaged in both formal
20 and informal discovery for the purposes of mediation, exchanging both documents and information
21 pertaining to the **Class Members**, including but not limited, to policy and operations documents and
22 time and payroll records.

23 **D.** Counsel for the **Parties** engaged in extensive discussions and argument about the
24 respective strengths and weaknesses of the claims and defenses. On March 9, 2017, counsel for the
25 **Parties** participated in a full-day mediation session with an experienced wage and hour class action
26 mediator, Steven J. Serratore. This mediation was not successful. On January 9, 2018, counsel for
27 the **Parties** participated in a second full-day mediation session with another experienced wage and
28 hour class action mediator, Michelle A. Reinglass. The mediation resulted in a settlement in the

1 amount of Four Hundred Fifty Thousand Dollars (\$450,000.00), and the **Parties** have jointly
2 participated in the drafting of this **Stipulation**.

3 E. **Plaintiff** and his counsel, after evaluation of the disputed factual and legal issues
4 relating to the **Parties'** respective positions in the **Action** and taking into account the risks,
5 uncertainties, and expense of continued litigation, as well as the substantial benefits to be received
6 pursuant to the mediated compromise reached by the **Parties** and other relevant considerations, have
7 concluded that a settlement of this **Action** on the terms and conditions set forth in this **Stipulation** is
8 fair, adequate, and reasonable, and in the best interests of **Plaintiff** and the **Class**. It provides a fair,
9 flexible, speedy, cost-effective, and assured procedure for providing a monetary settlement to
10 **Plaintiff** and the **Class**.

11 F. **Defendant** and its counsel, taking into account the risks, uncertainties, disruptions,
12 and expense involved in the **Action**, and their desire to put this controversy to rest, have concluded
13 that a settlement of the **Action** on the terms and conditions set forth in this **Stipulation** is in the best
14 interest of **Defendant** because it will end and encompass all pending, threatened, or possible
15 litigation and/or claims by **Plaintiff** or the **Settlement Class** against **Defendant** that involve or
16 allege the claims that have been asserted in the First Amended Complaint.

17 G. **Defendant** denies all wrongdoing and liability alleged in the **Action** and the **Parties**
18 specifically agree that neither **Defendant's** execution of the **Stipulation**, nor anything referred to
19 herein, nor any action taken to carry out this **Stipulation**, is or may be construed as an admission by
20 or against **Defendant** or deemed to be evidence: (i) of the validity of any of the claims made by
21 **Plaintiff** or of any liability to **Plaintiff** or to any **Class Member**; (ii) that **Defendant** violated
22 California law; or (iii) that this **Action** (or any other action) is properly maintainable as a class action
23 or properly certifiable by the **Court** under California Code of Civil Procedure section 382.

24 **II. DEFINITIONS**

25 These definitions are applicable to this **Stipulation**.

26 A. **"Action"** means the lawsuit entitled *Javier Salazar v. Christina, Jennifer & Jessica*
27 *Enterprises, Inc.*, Los Angeles County Superior Court Case No. BC611193.

28 B. **"Authorized Claimant"** means any **Settlement Class Member** who does not

properly and timely opt out of the **Settlement** pursuant to the procedure specified in Part III.F of this **Stipulation**.

C. **“Claims Administrator”** means the administrator designated by the parties, Phoenix Class Action Administration Solutions and any successor(s) designated by the **Parties** to effectuate the processing and payment of the **Settlement**.

D. **“Class”** or **“Class Members”** means all current and former non-exempt employees that worked at **CJJE** in California at any time during the **Class Period**.

E. **“Class Period”** means February 22, 2012, through the date the Final Judgment is entered.

F. **“Class Release”** means the full and final release of the **Settlement Class Released Claims** contained in the **Notice** attached to this **Stipulation** as Exhibit A to be sent to **Class Members**.

G. **“Class Representative Enhancement”** means the sum to be paid to the named **Plaintiff** as compensation for his role as the class representative, and for the risks and work attendant to that role.

H. **“Court”** means the Superior Court of the State of California for the County of Los Angeles.

I. **“Day”** means calendar day, unless expressly stated to be otherwise.

J. **“Defendant”** means Christina, Jennifer & Jessica Enterprises, Inc.

K. **“Final Judgment”** means the order finally approving the **Settlement** and this **Stipulation**, and the final determination of the rights of the **Parties** in the **Action** entered pursuant to California Code of Civil Procedure section 664.6, as contemplated in Part III.D of this **Stipulation**.

L. **“Effective Date”** means the date on which the **Final Judgment** approving this **Stipulation** becomes final. For purposes of this definition, the **Final Judgment** shall become final upon the last to occur of the following:

- i. if there are no objections to the Settlement, the day the **Court** enters Final Judgment;
- ii. if there are objections to the Settlement, on the date on which the time to

1 appeal has expired;

2 iii. if any appeal is taken, on the date on which an appeal, including a petition for
3 rehearing or reargument, petition for review and petition for certiorari or any
4 other form of review, has been finally disposed of in a manner resulting in
5 affirmance of the **Final Judgment**.

6 M. **“Final Approval Hearing”** means the date the **Court** to determine whether to enter
7 the **Final Judgment**.

8 N. **“Gross Settlement Amount”** means the total amount to be paid in settlement of this
9 **Action**, which is not to exceed Four Hundred and Fifty Thousand Dollars and Zero Cents
10 (\$450,000.00). Any unclaimed amount shall be distributed by the **Claims Administrator** to the
11 California Industrial Relations Unpaid Wage Fund.

12 The **Gross Settlement Amount** is the maximum amount **Defendant** can be required to pay
13 under this settlement, including all: (1) **Settlement Payments** to each and every **Settlement Class**
14 **Member**; (2) the **Class Representative Enhancement**; (3) **Plaintiff’s Attorneys’ Fees**; (4)
15 **Plaintiff’s Attorneys’ Costs**; (5) **Settlement Administration Costs**; (6) the **PAGA Payment** made
16 on account of claims under the Private Attorneys General Act; and (7) the employees’ share of
17 payroll taxes arising out of payments made in settlement of this **Action** on account of the **Class**
18 claims for allegedly unpaid wages. **CJJE** shall provide the **Gross Settlement Amount** to the
19 designated **Class Administrator** within five (5) **Days** of the date the Court grants final approval of
20 the settlement.

21 O. **“LWDA”** means the California Labor and Workforce Development Agency.

22 P. **“LWDA Payment”** means 75 percent of the PAGA Payment, or Seven Thousand
23 Five Hundred Dollars and Zero Cents (\$7,500.00), which shall be paid to the LWDA on account of
24 Plaintiff’s PAGA claims as alleged in the **Action**, on behalf of himself and all class members, under
25 the Private Attorneys General Act (Labor Code §§ 2699, *et seq.*).

26 Q. **“Net Settlement Amount”** means the figure that shall be determined by deducting
27 from the **Gross Settlement Amount** the amounts awarded for (1) **Plaintiff’s Attorneys’ Fees**, (2)
28 **Plaintiff’s Attorneys’ Costs**, (3) the **Class Representative Enhancement**, (4) **Settlement**

1 **Administration Costs**, (5) all employee-side payroll taxes arising from payments made under the
2 **Settlement**, and (6) the **LWDA Payment**. **Defendant will pay employer-side payroll taxes**
3 **separately.**

4 R. **“Notice”** means the Notice of Proposed Class Action Settlement and Final Settlement
5 Hearing and Employment Information and Dispute Form attached to this **Stipulation** as Exhibit A.

6 S. **“Objection/Exclusion Deadline Date”** means the date forty-five (45) **Days** from the
7 date the **Claims Administrator** first mails the **Notice** to the Class Members. It is the date by which
8 **Class Members** must: (i) if they object to the **Settlement**, mail a written statement objecting to the
9 **Settlement** pursuant to the procedure specified in Part III.F of this **Stipulation**, or (ii) if they wish to
10 be excluded from the **Settlement Class**, mail a written opt out notice/request for exclusion pursuant
11 to the procedure specified in Part III.F of this **Stipulation**.

12 T. **“PAGA Payment”** means the Ten Thousand Dollars and Zero Cents (\$10,000.00)
13 allocated as payment made on account of **Plaintiff’s** claims, on behalf of himself and all **Class**
14 **Members**, for recovery of civil penalties under the Private Attorneys General Act (Labor Code §§
15 2699, *et seq.*) Pursuant to Private Attorneys General Act (Labor Code §§ 2699, *et seq.*), the **PAGA**
16 **Payment** shall be allocated as follows: 75 percent, or Seven Thousand Five Hundred Dollars
17 (\$7,500.00) to the **LWDA** (see **LWDA Payment** definition above), and 25 percent, or Two
18 Thousand Five Hundred Dollars (\$2,500.00) to be paid to the **Settlement Class** by including this
19 amount in the **Net Settlement Amount**.

20 U. **“Parties”** means **Plaintiff** and **Defendant**.

21 V. **“Plaintiff”** means Plaintiff Javier Salazar, individually and in his capacity as a **Party**
22 seeking to act as a class representative.

23 W. **“Plaintiff’s Attorneys”** means Kevin Mahoney and Treana L. Allen from the law
24 firm of Mahoney Law Group, APC.

25 X. **“Plaintiff’s Attorneys’ Fees”** means the amount awarded to the **Plaintiff’s**
26 **Attorneys** by the **Court** for prosecuting the **Action**.

27 Y. **“Plaintiff’s Attorneys’ Costs”** means all of those expenses and costs incurred in
28 connection with the **Action** by or on behalf of **Plaintiff** or **Plaintiff’s Attorneys**.

1 Z. **“Plaintiff’s Released Claims”** means the claims released by **Plaintiff** in Part III.C of
2 this **Stipulation**.

3 AA. **“Preliminary Approval Date”** means the date of entry of the **Court’s** order granting
4 preliminary approval of the **Settlement** according to the terms established in Part III of this
5 **Stipulation**.

6 BB. **“Releases”** means the "**Released Claims**" with respect to the "**Released Parties**"
7 (defined below) are all claims for wages, statutory and civil penalties, damages and liquidated
8 damages, reimbursement, interest, attorney’s fees and costs that have been alleged or could have
9 been alleged, and whether known or unknown under California law (Civil Code section 1542),
10 arising out of the allegations of each cause of action in the First Amended Complaint during the
11 applicable **Class Period**, including, but not limited to the claims for wages, benefits, and related
12 penalties actually alleged in the **Action**, or those claims for wages, benefits, and related penalties
13 that are derivative of the claims for wages, benefits, and related penalties actually alleged in the
14 **Action**, by **Plaintiff**, on behalf of himself and the **Class Members**, based on the facts stated in the
15 First Amended Complaint including, that **Defendant**: (1) failed to pay all earned wages, including
16 minimum, regular and overtime wages (Labor Code §§ 510, 1194, 1194.2; IWC Wage Orders, Cal.
17 Code Regs. Title 8, § 11000 et seq.); (2) failed to provide rest periods and meal periods or
18 compensation in lieu thereof (Labor Code §§ 226.7, 512, IWC Wage Orders, Cal. Code Regs. Title
19 8, § 11000 et seq.); (3) failed to timely pay wages (Labor Code §§ 201-203); (4) knowingly and
20 intentionally failed to comply with itemized employee wage statement provisions, payroll record
21 keeping, and time record keeping (Labor Code §§ 226, 1174, 1174.5, 1175); (5) violations of the
22 Unfair Competition Law (Business and Professions Code §§ 17200-17208); (6) Labor Code Private
23 Attorney General Act (Labor Code §§ 2698-2699 et seq.); and (7) any other claims for penalties,
24 premium pay or liquidated damages of any nature whatsoever, arising out of claims alleged or based
25 on the factual allegations in the operative complaint during the **Class Period** including without
26 limitation, interest, attorneys' fees and costs. "**Released Parties**" means **Defendant** and its
27 subsidiaries, affiliates, related entities, parents and attorneys and each of their company-sponsored
28 employee benefit plans, and their respective successors and predecessors in interest, all of their

1 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of
2 their past, present and future officers, directors, shareholders, employees, agents, principals, heirs,
3 representatives, accountants, auditors, consultants, insurers and reinsurers. As of the **Final Approval**
4 **Hearing** date, if the Court grants approval of the settlement, the **Class Members** who do not opt out
5 of this settlement, including **Plaintiff**, release the **Released Parties** from the **Released Claims** in
6 exchange for the consideration provided by this settlement.

7 CC. “**Settlement**” means the complete settlement and conclusion of this litigation and all
8 related **Plaintiff’s Released Claims** and **Settlement Class Released Claims** effectuated by this
9 **Stipulation**.

10 DD. “**Settlement Administration Costs**” means the fees and costs of any type incurred or
11 charged by the **Claims Administrator** in connection with the execution of its duties under this
12 **Stipulation**, including but not limited to: fees and costs associated with preparing, issuing, and/or
13 monitoring notice, computing payments and taxes made under this **Stipulation**, handling inquiries
14 about the calculation of payments, and preparing and filing any tax returns and information returns
15 and any other filings required by any governmental taxing authority or governmental agency.

16 EE. “**Settlement Class**” or “**Settlement Class Members**” means those persons who are
17 members of the **Class** who have not properly and timely opted out of the **Settlement** pursuant to the
18 procedure specified in Part III.F of this **Stipulation**.

19 FF. “**Settlement Class Released Claims**” means the claims released by the **Settlement**
20 **Class Members** in Part III.C.1 of this **Stipulation**.

21 GG. “**Settlement Payments**” means the amounts to be paid to individual **Settlement**
22 **Class Members**.

23 **III. SETTLEMENT TERMS**

24 The **Parties** enter into this **Stipulation** and agree as follows:

25 **A. Class Certification**

26 For the purposes of this **Stipulation** only, the **Parties** have agreed to a conditional settlement
27 class (the “**Class**”) to facilitate class settlement. The designation of the **Class** is expressly made
28 solely for this proposed **Stipulation** and is without prejudice to the issues of whether this **Action** can

properly be maintained as a class action. The **Parties** specifically reserve the right, should this **Stipulation** become inoperative for any reason, to raise and litigate any and all issues as to whether this **Action** can properly be maintained as a class action. The certification of the **Class** shall be effective only with respect to the **Settlement** of the **Action**. In the event that the **Stipulation** is terminated pursuant to its terms or the Court does not grant final approval of the **Settlement** for any reason, the certification of the **Class** shall be vacated, and the **Action** shall proceed as it existed prior to execution of this **Stipulation**. The fact that the **Parties** were willing to stipulate to class certification as part of the **Settlement** shall have no bearing on, or be admissible in connection with, the issue of whether the **Class** could be certified in a non-settlement context or be considered admissible for any other purpose.

B. Settlement Consideration

1. This **Settlement** requires **Defendant** to pay a total amount, not to exceed Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) for: (i) **Settlement Payments**, according to the formula set forth in Part III.G.3, to each **Settlement Class Member**; (ii) **Plaintiff's Attorneys' Fees** as set forth in Part III.H in an amount up to 1/3 of the settlement amount of Four Hundred Fifty Thousand Dollars (\$450,000.00) or One Hundred Fifty Thousand Dollars (\$150,000.00); (iii) **Plaintiff's Class Representative Enhancement** as set forth in Part III.I in the amount of Five Thousand Dollars (\$5,000.00); (iv) **Plaintiff's Attorneys' Costs** as set forth in Part III.H in an amount not to exceed Twenty Thousand Dollars (\$20,000.00); (v) **Settlement Administration Costs** not to exceed Twenty Thousand Dollars (\$20,000.00); and (vi) the **PAGA Payment** in the amount of Ten Thousand Dollars (\$10,000.00).

2. It is further agreed that **Defendant** shall have no obligation to pay any person, entity, or organization the difference between the amount of their maximum total liability as set forth above and the total value of the **Settlement Payments** made, **Plaintiff's Attorneys' Fees**, **Plaintiff's Attorneys' Costs**, the **Class Representative Enhancement** awarded by the **Court**, **Settlement Administration Costs**, the **PAGA Payment**, and all employee-side taxes arising from payments made under the settlement. If there is any such difference, the difference will be remitted to the **Net Settlement Amount**. The **Parties** agree that aside from its employer-side taxes and

1 except as provided in Part III.G.4., **Defendant** will not, under any circumstances, pay any more than
2 Four Hundred Fifty Thousand Dollars (\$450,000.00) in settlement of this **Action**.

3 **C. Release of Claims**

4 1. For and in consideration of the mutual promises contained herein, **Plaintiff**
5 and each **Settlement Class Member** fully and finally release, as of and through the **Final**
6 **Judgment**, the **Released Parties** from any and all **Released Claims** as set forth in section BB
7 above.

8 2. In exchange for the consideration recited in this **Stipulation, Plaintiff**, solely
9 on behalf of himself, does hereby and forever release, acquit, and discharge and covenant not to sue
10 the **Released Parties** for any and all lawsuits, charges, claims, complaints, liabilities, obligations,
11 promises, agreements, controversies, damages, actions, omissions, claims for relief, suits, rights,
12 demands, costs, lawsuits, and expenses (including attorneys' fees and costs) of any nature
13 whatsoever, known or unknown, suspected or unsuspected, which **Plaintiff** now has or claims to
14 have, or which **Plaintiff** at any time heretofore had or claimed to have, or which **Plaintiff** at any
15 time hereafter may have or claim to have against each or any of the **Released Parties**, arising out of
16 or related to any matter, event, fact, act, omission, cause or thing which existed, arose or occurred on
17 or prior to the date of the execution of this **Stipulation**, including without limitation, any claim for
18 wages, compensation, overtime, reporting time pay, split shift premiums, bonuses, meal or rest
19 period premiums, vacation pay, reimbursements, penalties, interest, attorneys' fees or costs; any
20 claim under Title VII of the Civil Rights Act of 1964, the Fair Employment and Housing Act, the
21 Family and Medical Leave Act, the Americans with Disabilities Act, the Labor Code including but
22 not limited to Section 132a thereof, the Government Code, the Civil Code, the Penal Code, IWC
23 Wage Orders, the Fair Labor Standards Act, the Business and Professions Code, the Consolidated
24 Omnibus Budget Reconciliation Act of 1985, the Equal Pay Act, the California Constitution, the
25 United States Constitution, and the Employee Retirement Income Security Act of 1974, or any
26 federal, state, or local law or regulation prohibiting employment discrimination or regulating
27 employment. This release also includes, but is not limited to, any claim for negligent or intentional
28 infliction of emotional distress, conversion, violation of public policy, wrongful termination,

1 retaliation, breach of contract, unfair business practices or any other claim, however styled, relating
2 to or arising out of **Plaintiff's** employment with, or separation of employment from, **Defendant**.
3 **Plaintiff** waives any right to future employment with the **Defendant**. To the extent Plaintiff applies
4 and becomes employed, once discovered, Plaintiff agrees to immediately resign.

5 3. Except for the obligations expressly provided for in this **Stipulation, Plaintiff**
6 fully and finally releases, as of the **Final Approval Hearing Date**, if the Court grants final approval
7 of the settlement, the **Released Parties** from any and all claims in favor of **Plaintiff's Attorneys**
8 arising from the **Action**, including by way of example only, any and all claims for attorneys' fees,
9 costs, consultant's fees, expert witness fees, interest, or any other expenses incurred by **Plaintiff** or
10 on behalf of the **Class Members** or **Plaintiff's Attorneys** in connection with or related in any
11 manner to the **Action**, the **Settlement** of the **Action**, or the administration of the **Settlement**.

12 4. **Plaintiff**, with respect to the **Plaintiff's Released Claims**, shall be deemed to
13 have, and by operation of the **Final Judgment** shall have, expressly waived and relinquished, to the
14 fullest extent permitted by law, the provisions, rights, and benefits of section 1542 of the Civil Code,
15 which provides:

16 **A general release does not extend to claims which the creditor does not know or**
17 **suspect to exist in his or her favor at the time of executing the release, which if known by him**
18 **or her must have materially affected his or her settlement with the debtor.**

19 Thus, even if **Plaintiff** may hereafter discover facts in addition to or different from
20 those which he now knows or believes to be true with respect to the subject matter of **Plaintiff's**
21 **Released Claims, Plaintiff** shall be deemed to have and by operation of the **Final Judgment** shall
22 have, fully, finally, and forever settled and released any and all of **Plaintiff's Released Claims** on
23 the date of the **Final Judgment**. This is true whether such claims are known or unknown, suspected
24 or unsuspected, contingent or non-contingent whether or not concealed or hidden, which now exist,
25 or heretofore have existed upon any theory of law or equity now existing or coming into existence in
26 the future, including, but not limited to, conduct which is negligent, intentional, with or without
27 malice, or a breach of any duty, law, or rule, without regard to the subsequent discovery or existence
28 of such different or additional facts.

1 **D. Approval of Settlement**

2 1. As soon as practicable, the **Parties** shall execute this **Stipulation** including all
3 attached exhibits, and **Plaintiff** will file an unopposed motion for preliminary approval and
4 supporting papers with the **Court**, which requests that the **Court** enter a proposed Preliminary
5 Approval Order establishing a procedure for obtaining final approval of the **Settlement**. Any
6 dispute regarding forms of notices and other documents necessary to implement the **Settlement**
7 contained in the **Stipulation**, if not timely resolved among the **Parties**, shall be referred to the
8 **Court**.

9 2. After entry of the **Final Judgment**, the **Court** shall have continuing
10 jurisdiction over the **Action** solely for purposes of: (i) entering an order acknowledging satisfaction
11 of the **Final Judgment**; (ii) enforcing this **Stipulation**; (iii) addressing settlement administration
12 matters; and (iv) addressing such post-**Final Judgment** matters as may be appropriate under **Court**
13 rules or applicable law.

14 3. Should the **Court** fail to enter the **Final Judgment**, the **Stipulation** shall be
15 voidable by any of the **Parties** by written notice to the attorneys of record for the other **Parties**
16 served in a manner authorized by Code of Civil Procedure section 1013, no later than fifteen (15)
17 **Days** after entry of any such order or after service of an applicable notice of ruling, whichever
18 occurs later, or if no such order is entered or notice of ruling served, within sixty (60) **Days** after the
19 **Final Approval Hearing Date**. The party who voids this stipulation shall be responsible for any
20 costs and expenses which the **Claims Administrator** has incurred. This right to void the
21 **Stipulation** does not apply to the **Court's** award of **Plaintiff's Attorneys' Fees, Plaintiff's**
22 **Attorneys' Costs** or **Class Representative Enhancement**, provided any such awards do not exceed
23 the amounts set forth in Parts III.H.3 and III.I. Should the **Court** award less than the maximum
24 amount sought for **Plaintiff's Attorneys' Fees, Plaintiff's Attorneys' Costs** or the **Class**
25 **Representative Enhancement**, only the amount approved by the **Court** shall be paid. Any fees or
26 costs not awarded the **Court** shall become part of the **Net Settlement Amount**.

27 **E. Notice to Class Members**

28 1. The **Notice** in the form attached hereto as Exhibit A, and as approved by the

1 Court, shall be provided to the **Class** using the procedures in this Part III.E. Exhibit A also includes
2 the Employment Information and Dispute Form that provides the following to each **Class Member**:
3 (1) a statement of the total number of weeks that particular **Class Member** worked during the **Class**
4 **Period**, as reflected in **Defendant's** records and (2) an opportunity to dispute what is stated in the
5 Employment Information and Dispute Form as the total number of weeks that a particular **Class**
6 **Member** worked during the **Class Period**.

7 2. Within fourteen (14) **Days** after the **Preliminary Approval Date**, **Defendant**
8 shall provide the **Claims Administrator** with the following information for each **Class Member**
9 from **Defendant's** records: name, most current mailing address, Social Security number, date of hire
10 and date of termination (if applicable). Work by a **Class Member** as a non-exempt employee on any
11 one workday during a workweek shall be counted as a week worked for purposes of calculating each
12 **Class Member's** share of the **Settlement**. **Class Members'** names, mailing addresses, Social
13 Security numbers, and employment data shall remain confidential and shall not be disclosed to
14 anyone, except applicable taxing authorities, within the **Claims Administrator** to carry out
15 **Settlement** administration, pursuant to express written authorization by **Defendants**, or by order of
16 the **Court**.

17 3. Within ten (10) **Days** after receipt of the mailing address information, the
18 **Claims Administrator** shall, using the information provided by **Defendant** along with any updated
19 information obtained from the National Change of Address database which the **Claims**
20 **Administrator** shall use to confirm mailing information, mail the **Notice**, along with the attachment
21 relating to the total number of weeks worked as a non-exempt employee during the **Class Period**, in
22 both English and Spanish, to all **Class Members** by first-class, regular U.S. Mail to the most recent
23 address known for each **Class Member**.

24 4. Starting twenty (20) **Days** after mailing the **Notice** to the **Class Members** and
25 continuing until ten (10) **Days** before the deadline for **Class Members** to opt out of the **Settlement**
26 by timely submitting a written request for exclusion, the **Claims Administrator** will perform an
27 address trace on any mail returned undeliverable. If the address trace reveals an alternative possible
28 address, the **Claims Administrator** will re-mail each undeliverable **Notice** to the one most likely

1 alternative address. Upon completion of these steps by the **Claims Administrator**, the **Parties** shall
2 be deemed to have satisfied their obligation to provide the **Notice** to the **Class**.

3 5. As reflected in the Employment Information and Dispute Form, attached as
4 Exhibit A, if a **Class Member** wishes to dispute what is stated on the above-described Form as to
5 the total number of weeks that a particular **Class Member** worked during the **Class Period**, the
6 attachment shall instruct the **Class Member** to, within fifteen (15) **Days** of the postmark on the
7 **Notice** mailing, state his/her belief regarding the total number of weeks he/she worked during the
8 **Class Period**, and provide any evidence in support of his/her contentions, and return the form to the
9 **Claims Administrator**. The postmark on the **Class Member**'s mailing of the dispute information
10 to the **Claims Administrator** shall constitute the return date for purposes of determining whether
11 the dispute was timely.

12 6. If there is a dispute related to a **Class Member**'s total number of weeks that
13 particular **Class Member** worked during the **Class Period**, the **Claims Administrator** will consult
14 with **Plaintiff's** counsel and **Defendant's** counsel to determine whether an adjustment is warranted.
15 The **Claims Administrator** will determine the foregoing issues, and in turn the amount that such
16 disputing **Class Member** is eligible to receive under this **Settlement** based on the evidence. In the
17 absence of circumstances indicating fraud, manipulation, or destruction, **Defendant's** records will be
18 given a rebuttable presumption of accuracy.

19 7. The **Claims Administrator** will notify the disputing **Class Member** of the
20 decision within fifteen (15) days of the receipt of the dispute. The Court will ultimately resolve, at
21 the **Final Approval Hearing**, any disputes not previously resolved by the class counsel and/or
22 **Claims Administrator** efforts.

23 **F. Objection and Exclusion Procedures**

24 1. The **Notice** shall provide that **Class Members** who wish to object to the
25 **Settlement** may submit to the **Claims Administrator** a written statement objecting to the
26 **Settlement**. The written statement must be postmarked on or before the **Objection/Exclusion**
27 **Deadline Date**. The **Notice** shall further provide that **Class Members** may also appear to object **at**
28 **the Final Approval Hearing**. Class Members who do not submit written objections to the Claims

1 Administrator by the **Objection/Exclusion Deadline Date** or fail to appear to object at the **Final**
2 **Approval Hearing** shall be deemed to have waived any objections and shall be foreclosed from
3 making any objection to the Settlement.

4 2. The **Notice** also shall provide that **Class Members** who wish to opt out
5 of/exclude themselves from the **Settlement Class** must submit to the **Claims Administrator** a
6 written statement requesting exclusion, which includes the **Class Member's** name, address, and
7 telephone number. The written request for exclusion must be sent by U.S. mail to the **Claims**
8 **Administrator** and must be postmarked on or before the **Objection/Exclusion Deadline Date**. Any
9 written request for exclusion postmarked after the **Objection/Exclusion Deadline Date** shall be of
10 no force and effect. **Class Members** who fail to serve a valid and timely written request for
11 exclusion on or before the **Objection/Exclusion Deadline Date** shall be deemed a **Settlement Class**
12 **Member** and bound by all terms of the **Settlement** and any **Final Judgment** entered in the **Action** if
13 the **Settlement** is approved by the **Court**. Any **Class Member** who timely submits a written request
14 for exclusion will not be a **Settlement Class Member** and will not receive a **Settlement Payment**.

15 3. If more than five percent (5%) of the persons in the **Class** submit timely
16 written requests for exclusion, **Defendants** shall have the option to declare this **Stipulation** null and
17 void if, by the date of the **Final Approval Hearing**, the party electing to declare the **Stipulation** null
18 and void shall serve written notice of its exercise of this option on the opposing attorneys in a
19 manner provided for in Code of Civil Procedure section 1013. In the event, the settlement shall be
20 considered void ab initio and shall be of no force or effect whatsoever and shall not be referred to or
21 utilized for any reason. The party that voids this **Agreement** shall pay any expenses of the **Notice** or
22 claims administration which the **Claims Administrator** has incurred.

23 4. The **Parties** agree that neither they nor their counsel will solicit or otherwise
24 encourage directly or indirectly any **Class Member** to request exclusion from the **Settlement Class**,
25 object to the **Settlement**, or appeal from the **Court's Final Judgment**.

26 5. The **Parties** agree that this is not a claims made process.

27 **G. Claims Administration and Settlement Payments**

28 1. Ten (10) **Days** before the **Final Approval Hearing Date**, the **Claims**

1 **Administrator** shall provide **Defendant's** counsel with instructions for **CJJE's Gross Settlement**
2 **Amount** payment to the **Claims Administrator** in the amount of Four Hundred and Fifty Thousand
3 Dollars and Zero Cents (\$450,000.00).

4 2. **CJJE** shall remit the payment as specified in Part III.G.1 of this **Stipulation**
5 to the **Claims Administrator** pursuant to said instructions within five (5) **Days** of the date of the
6 **Final Approval Hearing Date** if the **Court** grants final approval of the settlement.

7 3. In consideration for the **Settlement** and release of the **Settlement Class**
8 **Released Claims, Defendants** (through the **Claims Administrator**) shall pay or cause to be paid, to
9 each **Authorized Claimant** compensation according to the procedures set forth in this Part (III.G.3).
10 The **Authorized Claimants** shall receive a pro rata share of the **Net Settlement Amount**. The
11 individual **Settlement Payments** shall be determined by first determining the number of weeks
12 worked by each **Authorized Claimant**. The individual **Settlement Payments** shall be calculated by
13 dividing the **Authorized Claimant's** number of weeks worked as a **Class Member** during the **Class**
14 **Period** by the total actual workweeks worked by the **Class Members** during the **Class Period** and
15 multiplying the result by the **Net Settlement Amount**.

16 4. Increase in Class Size: the **Parties** agree that, should the class size (as of the
17 date of mediation, January 9, 2018) increase more than 10% as of the date of filing of the motion for
18 preliminary approval of the class action settlement agreement, the **Settlement Amount** will increase
19 in accordance with the percentage of the class size increase, i.e, if the class size is 500 employees,
20 and at the time of filing, the class size increases to 551 employees, the Settlement Amount will
21 increase on a pro rata basis, i.e, by 10%.

22 5. The **Claims Administrator** shall make the distribution of the **Settlement**
23 **Payments** to **Authorized Claimants**, as described in Part III.G.3 above, within ten (10) **Days** of
24 **Defendant's** deposit of its payment with the **Claims Administrator** as specified in Part III.G.1-2 of
25 this **Stipulation**. The **Claims Administrator** shall pay the **Plaintiff's Attorneys' Fees** One
26 Hundred Fifty Thousand Dollars (\$150,000.00), **Plaintiff's Attorneys' Costs** not to exceed Twenty
27 Thousand Dollars (\$20,000.00), and **Class Representative Enhancement Payment** Five Thousand
28 Dollars (\$5,000.00) to **Plaintiff's** counsel at that time, subject to court approval.

1 6. **Defendant's** monetary obligation under this **Stipulation** shall not exceed
2 Four Hundred Fifty Thousand Dollars (\$450,000.00) except as provided in Part III.G.4 of this
3 Agreement. Except for **Defendant's** employer-side payroll taxes and except as provided in part
4 III.G.4 of this Agreement, **Defendant** may not be called upon or required to contribute additional
5 monies under any circumstances whatsoever. All costs and expenses arising out of or in connection
6 with the performance of this **Stipulation** shall be paid from the total consideration. In the event this
7 **Stipulation** is canceled, rescinded, terminated, voided, or nullified, however that may occur, or the
8 settlement of the **Action** is barred by operation of law, invalidated, or ordered not to be carried out
9 by a court of competent jurisdiction, **Defendant** will cease to have any obligation to pay any portion
10 of the total monetary obligation to anyone under the terms of this **Stipulation** and all previous
11 disbursements will immediately revert back to the **Claims Administrator** who will return them to
12 **Defendants**.

13 7. **Authorized Claimants** will have one hundred and twenty (120) days from the
14 date of mailing of **Settlement Payments** to cash any **Settlement Payments** as specified in Part
15 III.G.3 of this **Stipulation**. Any **Settlement Payments** to **Authorized Claimants** remaining
16 uncashed or undeliverable after 120 days from the date of mailing shall be delivered to California
17 Industrial Relations Unpaid Wage Fund. The **Claims Administrator** shall notify the **Parties** in
18 writing of the amount of such donation made within five (5) **Days**.

19 8. All **Settlement Payments** to **Authorized Claimants** shall be allocated as
20 follows: one third (33.3%) to wages, to be reported on a W-2 form; and two thirds (66.7%) shall be
21 allocated to expenses, interest, penalties, and other non-wage related claims, to be reported on a
22 1099 form. It is understood and agreed that the portion of the **Settlement Payments** allocated to
23 wages shall be subject to the withholding of all applicable local, state, and federal income and
24 employment taxes by the **Claims Administrator**. Any taxes due on any portion of the **Settlement**
25 **Payments** allocated to interest and non-wage related claims shall be the responsibility of the
26 individual **Authorized Claimants**. The **Parties** further agree that no taxes will be withheld or paid
27 by **Defendant** with respect to payments of the **Class Representative Enhancement, Plaintiff's**
28 **Attorneys' Fees** and **Plaintiff's Attorneys' Costs**. Plaintiff and Plaintiff's counsel shall be

1 responsible for payment of their own taxes. The **Parties** acknowledge and agree that proper
2 information reporting will be made to the appropriate taxing authorities regarding all payments made
3 pursuant to this **Stipulation**.

4 9. Each party to this **Stipulation** acknowledges and agrees that: (i) no provision
5 of this **Stipulation**, and no written communication or disclosure between or among the **Parties** or
6 their attorneys and other advisors, is or was intended to be, nor shall any such communication or
7 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
8 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (ii) the **Parties** (a) have
9 relied exclusively upon their own independent legal and tax advisors for advice (including tax
10 advice) in connection with this **Stipulation**, (b) have not entered into this **Stipulation** based upon
11 the recommendation of any other party or any attorney or advisor to any other party, and (c) are not
12 entitled to rely upon any communication or disclosure by an attorney or advisor to any other party to
13 avoid any tax penalty that may be imposed on either party; and (iii) no attorney or advisor to any
14 party has imposed any limitation that protects the confidentiality of any such attorney's or advisor's
15 tax strategies (regardless of whether such limitation is legally binding) upon disclosure by the parties
16 of the tax treatment or tax structure of any transaction, including any transaction contemplated by
17 this **Stipulation**.

18 10. **Defendant** will not use the **Settlement Payments** to calculate any additional
19 benefits including, by example but not limitation, vacation, holiday pay, or 401(k) plan
20 contributions. The **Settlement Payments** do not represent any modification of previously-credited
21 hours of service or other eligibility criteria under any employee pension or employee welfare benefit
22 plan sponsored by **Defendant**, nor are the **Settlement Payments** "compensation" for purposes of
23 determining eligibility for, or benefit accrual within, an employee pension benefit plan or employee
24 welfare benefit or other plan sponsored by **Defendant** or its predecessors, subsidiaries, or
25 successors.

26 **H. Plaintiff's Attorneys' Fees and Plaintiff's Attorney's Costs**

27 1. **Defendant** agrees that **Plaintiff's Attorneys** are entitled to an award of
28 reasonable attorneys' fees and costs. **Defendant** also acknowledges that the **Class** possesses a

1 potential claim for reasonable attorneys' fees and costs pursuant to, *inter alia*, the Labor Code. The
2 **Parties** agree that any and all such claims for reasonable attorneys' fees and costs have been settled
3 in this **Stipulation**. The **Plaintiff's Attorneys' Fees** are to compensate **Plaintiff's Attorneys** for all
4 work already performed in this **Action**, and all remaining work to be performed in documenting the
5 **Settlement**, securing **Court** approval of the **Settlement**, making sure the **Settlement** is fairly
6 administered and implemented, and obtaining the **Final Judgment**.

7 2. All of the costs, fees, and expenses to be incurred in giving **Notice** to the
8 **Class** by mail and all of the costs, fees, and expenses of administering the disbursement of the
9 **Settlement Payments** shall be paid from the **Gross Settlement Amount**. The **Parties** agree that
10 any such expenses will be included as part of the **Settlement Administration Costs**, which will be
11 paid out of the **Gross Settlement Amount** that **Defendant** deposits with the **Claims Administrator**.
12 The **Parties** will obtain a no-to-exceed quote from a mutually acceptable qualified settlement
13 administrator for **Settlement Administration Costs**. The not-to-exceed amount will be the
14 maximum amount **Defendants** shall pay for administration of the settlement. To the extent the actual
15 **Settlement Administration Costs** of this settlement are less than the amount of the not-to-exceed
16 quote, the remainder shall become part of the **Gross Settlement Amount**.

17 3. **Defendant** understands that **Plaintiff's Attorneys** will apply to the **Court** for
18 an award of **Plaintiff's Attorneys' Fees** and **Plaintiff's Attorneys' Costs**, which will be scheduled
19 for determination at the **Final Approval Hearing Date** or as the **Court** directs. **Defendant** will not
20 oppose **Plaintiff's Attorneys'** application for a reasonable award of **Plaintiff's Attorneys' Fees** in
21 an amount up to 1/3 of Four Hundred Fifty Thousand Dollars (\$450,000.00) or One Hundred Fifty
22 Thousand Dollars (\$150,000.00) and **Plaintiff's Attorney's Costs** in an amount not to exceed
23 Twenty Thousand Dollars (\$20,000.00). **Plaintiff** and the **Settlement Class** shall not seek payment
24 of attorneys' fees or reimbursement of costs or expenses from **Defendant** except as set forth herein.
25 If the **Court** reduces the amount of **Plaintiff's Attorneys' Fees** and **Plaintiff's Attorneys' Costs** in
26 the course of the settlement approval process, only the amount approved by the **Court** shall be paid
27 to **Plaintiff's Attorneys**. Any fees or costs not awarded by the **Court** shall become part of the **Gross**
28 **Settlement Amount**. **Plaintiff's Attorneys' Fees** and **Plaintiff's Attorneys' Costs** shall be paid by

1 the **Claims Administrator** out of the **Gross Settlement Amount** that **Defendant** deposits with the
2 **Claims Administrator**. **Plaintiff's Attorneys' Fees** and **Plaintiff's Attorneys' Costs** shall be paid
3 to Plaintiff's Attorneys within ten (10) **Days** of the deposit of the **Gross Settlement Amount** with
4 the **Claims Administrator** as specified in Parts III.G.5.

5 **I. Class Representative Enhancement**

6 **Defendants** will not oppose a request that **Plaintiff** be paid a **Class Representative**
7 **Enhancement** in an amount up to Five Thousand Dollars (\$5,000.00). The **Class Representative**
8 **Enhancement** shall be paid by the **Claims Administrator** out of the **Gross Settlement Amount**
9 that **Defendant** deposits with the **Claims Administrator** and shall be remitted to **Plaintiff's**
10 **Attorneys** pursuant to their instructions within ten (10) **Days** of **Defendant's** deposit of the **Gross**
11 **Settlement Amount** with the **Claims Administrator** as specified in Part III.G.1-2. If the **Court**
12 reduces the amount of **Plaintiff's** incentive award in the course of the settlement approval process,
13 only the amount approved by the **Court** will be paid to **Plaintiff**. Any amount of the incentive award
14 not approved by the **Court** shall become part of the **Gross Settlement Amount**. **Plaintiff** shall
15 execute complete and general releases of all claims, including California Civil Code Section 1542
16 waivers, in exchange for the additional consideration afforded by his incentive award.

17 **J. Additional Terms**

18 1. **Publicity: Plaintiff** and **Plaintiff's Attorneys** shall not publicize the
19 **Settlement** or the **Action** to any representative of any print, radio, internet, or television media,
20 except that **Plaintiff** and/or **Plaintiff's Attorneys** may respond to media inquiries. If **Plaintiff**
21 and/or **Plaintiff's Attorneys** are contacted regarding this case, they will state only that the lawsuit
22 exists/existed and has been resolved. **Defendant** may make such disclosures of the **Settlement** as
23 required by their auditors, lenders, insurers, stockholders, government agencies, or by applicable
24 securities laws, if any. This provision does not prohibit class counsel from communicating with
25 putative **Class Members**.

26 2. Unless otherwise specifically provided herein, all notices, demands, or other
27 communications given hereunder shall be in writing and shall be deemed to have been duly given as
28 of the third business day after mailing by United States mail, addressed as follows:

To the **Settlement Class** or the **Plaintiffs**:

Kevin Mahoney, Esq.
Treana L. Allen, Esq.
Mahoney Law Group, APC
249 E. Ocean Boulevard, Suite 814
Long Beach, CA 90802

To **Defendant CJJE**:

Jeffrey Whittington, Esq.
Helen Braginsky, Esq.
Kaufman Borgeest & Ryan LLP
23975 Park Sorrento Blvd., Suite 370
Calabasas, CA 91302

3. **Plaintiff**, individually and as a class representative, the **Settlement Class**, **Defendant**, all attorneys for **Plaintiff** and the **Class**, and all attorneys for **Defendant**, hereby waive any and all rights to appeal, this waiver being contingent upon the **Court** entering the **Final Judgment**. This waiver includes waiver of all rights to any post-judgment proceeding and appellate proceeding, including but not limited to, motions for relief from judgment and motions to amend or alter the judgment. The waiver does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings, if any.

4. After this **Stipulation** is fully executed by all **Parties** and their attorneys of record, it shall supersede all prior similar agreements. This **Stipulation** and its attached Exhibits shall constitute the entire agreement relating to settlement of this **Action** and the causes of action and defenses asserted therein, and it shall then be deemed that no oral representations, warranties, or inducements have been made to any party concerning this **Stipulation** or its Exhibits other than the representations, warranties, and covenants expressly stated in this **Stipulation** and its Exhibits.

5. After this **Stipulation** is fully executed by all **Parties** and their attorneys of record, all litigation in the **Action** shall be stayed, and no additional **Court** filings shall be made by the **Parties** except as specifically provided for herein and as are necessary to enforce the terms of this **Stipulation**.

6. **Plaintiff's Attorneys** unconditionally warrant and represent that they are authorized by **Plaintiff**, for whom they are attorneys of record, and the attorneys of record for

1 **Defendant** warrant and represent that they are authorized by **Defendant**, to take all appropriate
2 action required or permitted to be taken by such **Parties** pursuant to this **Stipulation** to effectuate its
3 terms, and to execute any other documents required to effectuate the terms of this **Stipulation**. The
4 **Parties** and their counsel will cooperate with each other and use their best efforts to effect the
5 implementation of the **Settlement**. In the event the **Parties** are unable to reach agreement on the
6 form or content of any document needed to implement the **Stipulation**, or on any supplemental
7 provisions that may become necessary to effectuate the terms of this **Stipulation**, the **Parties** agree
8 to first seek the assistance of mediator Michelle A. Reinglass. If the **Parties** are unable to reach an
9 agreement with the mediator's assistance, they will seek the assistance of the **Court**. In all cases all
10 such documents, supplemental provisions, and assistance of the mediator and the **Court** shall be
11 consistent with this **Stipulation**.

12 7. This **Stipulation**, and any and all parts of it, may be amended, modified,
13 changed, or waived only by an express written instrument signed by all **Parties** or their successors-
14 in-interest.

15 8. This **Stipulation** shall be binding upon, and inure to the benefit of, the
16 successors of each of the **Parties**.

17 9. All terms of this **Stipulation** and its Exhibits shall be governed by and
18 interpreted according to the laws of the State of California, without giving effect to any conflict of
19 law principles or choice of law principles.

20 10. The **Parties** have jointly participated in the drafting and preparation of this
21 **Stipulation**. This **Stipulation** shall not be construed against any party on the basis that the party
22 was the drafter of or participated in the drafting.

23 11. This **Stipulation** may be executed in one or more counterparts. All executed
24 counterparts and each of them shall be deemed to be one and the same instrument. Facsimile or PDF
25 signatures may be used for the same purposes as an original. Any executed counterpart shall be
26 admissible in evidence to prove the existence and contents of this **Stipulation**.

27 12. **Plaintiff** and **Defendants**, and their respective counsel, believe this is a fair,
28 reasonable, and adequate **Settlement** and have arrived at this **Settlement** through arms-length

1 negotiations, taking into account all relevant factors, present and potential.

2 13. The descriptive headings of any paragraph or sections of this **Stipulation** are
3 inserted for convenience of reference only and do not constitute a part of this **Stipulation**.

4 Dated: 4-6, 2018

5 
6 **JAVIER SALAZAR**, Plaintiff

7
8 Dated _____, 2018

9 **CHRISTINA, JENNIFER & JESSICA**
10 **ENTERPRISES, INC.**, Defendant

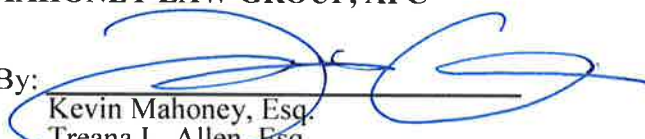
11 By: Michael Mangione

12 Its: President

13 **APPROVED AS TO FORM**

14 Dated: APRIL 6, 2018

MAHONEY LAW GROUP, APC

15 By: 
16 Kevin Mahoney, Esq.
17 Treana L. Allen, Esq.
18 Attorneys for Plaintiff
19 **JAVIER SALAZAR**

20 Dated: _____, 2018

KAUFMAN BORGEEST & RYAN LLP

21 By: _____
22 Jeffrey Whittington, Esq.
23 Helen Braginsky, Esq.
24 Attorneys for Defendant,
25 **CHRISTINA, JENNIFER & JESSICA**
26 **ENTERPRISES, INC.**,
27
28

1 negotiations, taking into account all relevant factors, present and potential.

2 13. The descriptive headings of any paragraph or sections of this **Stipulation** are
3 inserted for convenience of reference only and do not constitute a part of this **Stipulation**.

4 Dated: _____, 2018

JAVIER SALAZAR, Plaintiff

5
6
7
8 Dated 4/5, 2018


**CHRISTINA, JENNIFER & JESSICA
ENTERPRISES, INC., Defendant**

9 By: Michael Mangione

10 Its: President

11
12 **APPROVED AS TO FORM**

13
14 Dated: _____, 2018

MAHONEY LAW GROUP, APC

15 By: _____

16 Kevin Mahoney, Esq.
17 Treana L. Allen, Esq.
Attorneys for Plaintiff
JAVIER SALAZAR

18 Dated: 4/6, 2018

KAUFMAN BORGEEST & RYAN LLP

19 By: _____


20 Jeffrey Whittington, Esq.
21 Helen Braginsky, Esq.
Attorneys for Defendant,
22 **CHRISTINA, JENNIFER & JESSICA
ENTERPRISES, INC.,**

EXHIBIT A

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

JAVIER SALAZAR, as an individual, and
on behalf of all similarly situated employees,

Plaintiff,

v.

CHRISTINA, JENNIFER & JESSICA
ENTERPRISES, INC.; and DOES 1 through 50,
inclusive,

Defendant.

CASE NO.: BC611193

**NOTICE OF PROPOSED CLASS ACTION
SETTLEMENT AND FINAL
SETTLEMENT HEARING**

**EMPLOYMENT INFORMATION AND DISPUTE
FORM ATTACHED**

IMPORTANT LEGAL NOTICE

PLEASE READ THIS NOTICE CAREFULLY.

TO ALL CURRENT AND FORMER NON-EXEMPT EMPLOYEES WHO WORKED AT CHRISTINA, JENNIFER & JESSICA ENTERPRISES, INC. IN CALIFORNIA FROM FEBRUARY 22, 2012 THROUGH THE DATE OF THIS NOTICE (COLLECTIVELY “THE CLASS”):

You may be entitled to money from the proposed settlement of the above-captioned class action matter (“Class Action”). Based on information in Christina, Jennifer & Jessica Enterprises, Inc.’s (“CJJE” or “Defendants”) records, under the proposed settlement, you may be eligible to receive a certain sum of money for each week you worked for CJJE as a non-exempt employee from February 22, 2012 through the date of this Notice (“Class Period”). Your dates of employment with CJJE as indicated in CJJE’s records, along with instructions for disputing this information, are provided on the attached Employment Information and Dispute Form.

You have received this Notice because CJJE’s records indicate that you may be a member of the Class and you may be eligible to participate in this Settlement. The purpose of this Notice is

to describe the Class Action, to inform you of the terms of the proposed Settlement, and to inform you of your rights and options in connection with the proposed Settlement.

I. BACKGROUND OF THE CASE.

On February 22, 2016, a former employee of CJJE (“Plaintiff”) filed a class action lawsuit against CJJE, seeking damages, restitution, penalties, pre- and post-judgment interest, costs, attorneys’ fees, and other relief on the basis of allegations that Defendant (a) failed to pay minimum, hourly wages and overtime wages; (b) failed to provide lawful meal periods or compensation in lieu thereof; (c) failed to provide lawful rest periods or compensation in lieu thereof; (d) failed to timely pay wages; (e) failed to comply with itemized employee wage statement provisions; and (f) violated the unfair competition law. Plaintiff also seeks penalties under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code §§ 2698, *et seq.* CJJE denies any liability or wrongdoing of any kind associated with the claims alleged in the Class Action and contends that, for purposes other than settlement, the Class Action is not appropriate

EXHIBIT A

for class action treatment pursuant to California Code of Civil Procedure section 382.

The Settlement represents a compromise and settlement of highly-disputed claims. Nothing in the Settlement is intended to or will be construed as an admission by CJJE that the claims in the Class Action have merit or that it has any liability to the Class. The parties and their counsel have concluded that the Settlement is advantageous, considering the costs, risks, and uncertainties to each side of continued litigation. The parties and their counsel have determined that the Settlement is fair, reasonable, and adequate and is in the best interests of the Class.

II. SUMMARY OF PROPOSED SETTLEMENT TERMS.

Subject to the Court's final approval, the terms of the Settlement are as follows:

1. **Gross Settlement Amount.** CJJE shall pay a total of Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) which shall be inclusive of all settlement payments to individual Class Members, all attorneys' fees and expenses (including court costs) to be paid to Class Counsel, any Class Representative Enhancement Award, settlement administration costs and expenses, any and all penalty amount to be paid to the Class Members and the California Labor and Workforce Development Agency ("LWDA"), and the employee portions of all required withholdings/taxes. Except as provided in the Settlement Agreement, in no event will Defendants be required to pay more than the Gross Settlement Amount aside from the employer side taxes.

2. **Payment By Defendant.** The settlement amount shall be paid to the designated Claims Administrator within five (5) days of the date the Court grants final approval of the settlement.

3. **Settlement Formula and Distribution.** If you are a Class Member and you do not exclude yourself from this Settlement you will be considered an "Authorized Claimant" (See Section III.C below) and you will be eligible to receive a settlement payment based on the number of workweeks that you were employed during the Class Period. The individual Settlement Payments shall be determined by first determining the number of weeks worked by each Authorized Claimant. The individual Settlement Payments shall be calculated by dividing the Authorized Claimant's number of weeks worked as a Class Member during the Class Period by the total actual workweeks worked by the Class Members during the Class Period and multiplying the result by the Net Settlement Amount

4. **Net Settlement Amount.** The Net Settlement Amount is the Gross Settlement Amount minus deductions for: (1) Plaintiff's Attorneys' Fees, (2) Plaintiff's Attorneys' Costs, (3) the Class Representative Enhancement, (4) Settlement Administration Costs, (5) all employee-side taxes arising from payments made under the Settlement, and (6) the LWDA Payment. Defendant will pay employer-side payroll taxes separately.

5. **Payments from Gross Settlement Amount.** Subject to Court Approval, the following payments will be made out of the Gross Settlement Amount: Class Counsel will seek an award of attorneys' fees in the amount of One Hundred and Fifty Thousand Dollars and Zero Cents (\$150,000.00) and reasonable costs estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00); Service payments to the Plaintiff as class representative ("Class Representative Enhancement Award") in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00); (4) a reasonable amount to the Claims Administrator for the cost of administering the settlement in an amount set by

EXHIBIT A

the Court, estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00); (5) Ten Thousand Dollars and Zero Cents (\$10,000.00) under the Private Attorney General Act (75% allocated to the California Labor and Workforce Development Agency and 25% to Class Members and the employee and employer portions of all required withholdings/taxes).

6. **Payment To Authorized Claimants.** The Claims Administrator shall make the first distribution of the Settlement Payments to Authorized Claimants, as described in Section II.2 above, within ten (10) Days of Defendant's deposit of their payments with the Claims Administrator. The Claims Administrator shall pay Plaintiff's Attorneys' Fees, Plaintiff's Attorneys' Costs, and Class Representative Enhancement Payment to Plaintiff's counsel at that time.

7. **Allocation of Settlement Payments For Tax Purposes.** For purposes of tax reporting under the Settlement, payments made to Class Members shall be allocated as follows: one third (33.3%) to wages, to be reported on a W-2 form; and two thirds (67.7%) shall be allocated to expenses, interest, penalties, and other non-wage related claims, to be reported on a 1099 form. Nothing in this Notice or the Settlement is intended to be tax advice. You should consult your own tax advisor for such advice.

8. **Release of Claims.** The Settlement includes a release by Settlement Class Members (all Class Members who do not submit valid and timely letters opting out of the Settlement) of "Released Claims" with respect to the "Released Parties" (defined below), which are all claims for wages, statutory and civil penalties, damages and liquidated damages, reimbursement, interest, attorney's fees and costs that have been alleged or could have been alleged and whether known or unknown under California law (Civil Code section 1542), arising out of the allegations of each cause of

action in the First Amended Complaint during the applicable Class Period, including, but not limited to the claims for wages, benefits, and related penalties actually alleged in the Action, or those claims for wages, benefits, and related penalties that are derivative of the claims for wages, benefits, and related penalties actually alleged in the Action, by Plaintiff, on behalf of himself and the Class Members, based on the facts stated in the First Amended Complaint including, that Defendant: (1) failed to pay all earned wages, including minimum, regular and overtime wages (Labor Code §§ 510, 1194, 1194.2; IWC Wage Orders, Cal. Code Regs. Title 8, § 11000 et seq.); (2) failed to provide rest periods and meal periods or compensation in lieu thereof (Labor Code §§ 226.7, 512, IWC Wage Orders, Cal. Code Regs. Title 8, § 11000 et seq.); (3) failed to timely pay wages (Labor Code §§ 201-203); (4) knowingly and intentionally failed to comply with itemized employee wage statement provisions, payroll record keeping, and time record keeping (Labor Code §§ 226, 1174, 1174.5, 1175); (5) violations of the Unfair Competition Law (Business and Professions Code §§ 17200-17208); (6) Labor Code Private Attorney General Act (Labor Code §§ 2698-2699 et seq.); and (7) any other claims for penalties, premium pay or liquidated damages of any nature whatsoever, arising out of claims alleged or based on the factual allegations in the operative complaint during the Class Period including without limitation, interest, attorneys' fees and costs. "Released Parties" means Defendant and its subsidiaries, affiliates, related entities, parents and attorneys and each of their company-sponsored employee benefit plans, and their respective successors and predecessors in interest, all of their respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each of their past, present and future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers and reinsurers. As of the Final Approval Hearing date, if the Court grants

EXHIBIT A

approval of the settlement, the Class Members who do not opt out of this settlement, including Plaintiff, release the Released Parties from the Released Claims in exchange for the consideration provided by this settlement.

III. WHAT ARE YOUR RIGHTS AS A CLASS MEMBER?

A. Participating in the Settlement.

Unless you elect not to participate in the Settlement by timely submitting a letter opting out of the Settlement, you are a part of the Class, you will be bound by the terms of the Settlement and any final order or judgment that may be entered by the Court, and you will be deemed to have released the claims against CJJE and the other released parties described above. As a member of the Class, you will not be responsible for the payment of attorney fees or reimbursement of litigation expenses unless you retain your own counsel, in which case you will be responsible for your own attorney fees and costs.

B. Objecting to the Settlement.

You may object to the terms of the Settlement by mailing a written objection to the Claims Administrator. The written objection must be sent via U.S. mail to the Claims Administrator and must be postmarked on or before [redacted] [forty-five (45) days after original Notice Mailing]. You may also appear to object at the final approval hearing. A Class Member who fails to timely submit their written objections to the Claims Administrator as specified above or fails to appear to object at the final approval hearing shall be deemed to have waived any objections and shall be foreclosed from making any objection to the Settlement.

If you object to the Settlement but do not timely and properly also opt out of the Settlement, and the Court approves the Settlement despite your objections, you will still be bound by the terms of the Settlement, including the Release of Claims described in Section II.8 above.

C. Excluding yourself from the Settlement.

If you do not wish to participate in the Settlement, you must submit to the Claims Administrator a written statement requesting exclusion, which includes your name, address, and telephone number. The written request for exclusion must be sent via U.S. mail to the Claims Administrator and must be postmarked on or before [redacted] [forty-five (45) days after original Notice Mailing].

Any Class member who sends a valid and timely written statement requesting exclusion pursuant to the requirements set forth above will no longer be a member of the Class, will be barred from participating in any portion of the Settlement, and will receive no money from the Settlement.

Class members who do not provide a valid and timely written request for exclusion shall be deemed a member of the Settlement Class and bound by all terms of the Settlement and any Final Judgment entered in the Class Action if the Settlement is approved by the Court, regardless of whether they have objected to the Settlement.

IV. FINAL SETTLEMENT HEARING.

The Court will hold a Final Settlement Hearing in Department 309 of the Los Angeles County Superior Court, Central Civil West Courthouse, 600 South Commonwealth Ave. Los Angeles, CA 90005, the Honorable Carolyn B. Kuhl, Judge presiding, on [redacted] [as set by the Court], at [redacted] a.m./p.m., to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The hearing may be continued without further notice to the Class. It is not necessary for you to appear at this hearing if you are not objecting to the Settlement.

V. GETTING MORE INFORMATION.

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed **CLASS ACTION SETTLEMENT AGREEMENT AND**

EXHIBIT A

STIPULATION between Plaintiff and Defendant (“Stipulation”), which will be on file with the Clerk of the Court. The Stipulation, as well as the pleadings and other records in this Class Action, may be examined at any time during regular business hours in the Los Angeles Superior Court, Central Civil West

Courthouse, 600 South Commonwealth Ave. Los Angeles, CA 90005, ‘www.lacourt.org’. All inquiries by Class members regarding this Notice and/or the Settlement should be directed to the Claims Administrator listed above or Class Counsel Kevin Mahoney or Treana L. Allen.

PLEASE CALL CLASS COUNSEL AT (562) 590-5550 OR THE CLAIMS ADMINISTRATOR AT 1-800-784-2174 IF YOU HAVE QUESTIONS ABOUT THE NOTICE. DO NOT TELEPHONE THE CLERK OF THE COURT, THE SUPERIOR COURT JUDGE, OR CJJE’S COUNSEL.

EXHIBIT A

EMPLOYMENT INFORMATION AND DISPUTE FORM

JAVIER SALAZAR V. CHRISTINA, JENNIFER & JESSICA ENTERPRISES, INC.
LOS ANGELES COUNTY SUPERIOR COURT CASE NO. BC611193

[INSERT CLAIMS ADMINISTRATOR ADDRESS]

If you wish to dispute what is stated on this Form regarding the total number of weeks you worked during the Class Period, you must state it on this Form and provide any evidence in support of your contention, and return the Form to the Claims Administrator within fifteen (15) Days of the postmark on the Notice mailing. The foregoing statement must be mailed to: JAVIER SALAZAR V. CHRISTINA, JENNIFER & JESSICA ENTERPRISES, INC. C/O **[INSERT CLAIMS ADMINISTRATOR ADDRESS]**

SECTION A: CLASS MEMBER INFORMATION

«First 1» «Last 1»
«c/o»
«Address J» «Address2»
«City», «ST» «ZIP» «Country»

YOUR SHARE OF THE SETTLEMENT IS BASED UPON YOUR STATUS AS A CURRENT OR FORMER EMPLOYEE OF CJJE IN CALIFORNIA AND THE NUMBER OF WEEKS YOU WORKED AT CJJE BETWEEN FEBRUARY 22, 2012 THROUGH THE DATE OF THIS NOTICE.

YOU WORKED ___ WEEKS BETWEEN FEBRUARY 12, 2012 THROUGH THE DATE OF THIS NOTICE.

SECTION B: EMPLOYMENT INFORMATION DISPUTE STATEMENT.

COMPLETE THIS SECTION ONLY IF YOU DISPUTE EMPLOYMENT INFORMATION STATED ABOVE.

I, **[Class Member]**, do not agree with the employment information listed above.

- ☐ I believe I worked **[]** weeks as a non-exempt employee of CJJE between February 22, 2012 through the date of this Notice.
- ☐ I have enclosed the following evidence of my contention(s) regarding the total number of weeks I worked as a non-exempt employee of CJJE between February 22, 2012 through the date of this Notice: **[list evidence]**.