

TIMOTHY B. DEL CASTILLO (SBN 277924)
TDC@CASTLEEMPLOYMENTLAW.COM
KENT L. BRADBURY (SBN 279402)
KB@CASTLEEMPLOYMENTLAW.COM
DANIEL E. RICHARDSON (SBN:289327)
DR@CASTLEEMPLOYMENTLAW.COM
**CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL, PC**
2999 DOUGLAS BLVD., SUITE 180
ROSEVILLE, CA 95661
TEL: (916)245-0122

NORMAN B. BLUMENTHAL (SBN 068687)
KYLE R. NORDREHAUG (SBN 205975)
APARAJIT BHOWMIK (SBN 248066)
SERGIO J. PUCHE (SBN289437)
JEFFREY S. HERMAN (SBN 380058)
**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**
2255 CALLE CLARA
LA JOLLA, CA 92037
TEL: (858) 551-1223
FAX: (858) 551-1232

ATTORNEYS FOR PLAINTIFF

[Additional Counsel on Next Page]

**UNITED STATE DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

DINA SERRIEH, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

JILL ACQUISITION LLC, a Limited Liability
Company; and DOES 1 through 50, Inclusive,

Defendants.

Case No.: 2:23-cv-00292-DAD-AC

[Removed from Placer County
Superior Court Case No. S-CV-0049697]

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT**

Action Filed: January 6, 2023
Trial Date: Not Yet Assigned

SEYFARTH SHAW LLP

Jon D. Meer (SBN 144389)

jmeer@seyfarth.com

Paul J. Leaf (SBN 261949)

pleaf@seyfarth.com

Justin J. Jackson (SBN 333687)

jujackson@seyfarth.com

2029 Century Park East, Suite 3500

Los Angeles, California 90067-3021

Telephone: (310) 277-7200

Facsimile: (310) 201-5219

Attorneys for Defendant

TABLE OF CONTENTS

I.	DEFINITIONS.....	1
II.	BACKGROUND.	3
III.	JURISDICTION.....	6
IV.	STIPULATION OF CLASS CERTIFICATION.....	6
V.	MOTION FOR PRELIMINARY APPROVAL	7
VI.	STATEMENT OF NO ADMISSION AND NO WRONGDOING	7
VII.	WAIVER, RELEASE, AND CONFIDENTIALITY	9
VIII.	SETTLEMENT PAYMENT.....	13
IX.	SETTLEMENT ADMINISTRATOR.....	14
X.	NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS	14
XI.	DISPUTES PROCEDURE	19
XII.	COMPUTATION AND DISTRIBUTION OF PAYMENTS	20
XIII.	NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN	22
XIV.	CLASS COUNSEL ATTORNEYS' FEES AND LITIGATION COSTS	23
XV.	SERVICE AWARD PAYMENT TO PLAINTIFF	24
XVI.	TAXATION AND ALLOCATION.....	24
XVII.	PAGA ALLOCATION	25
XVIII.	COURT APPROVAL	26
XIX.	MISCELLANEOUS PROVISIONS.....	26

1 This Joint Stipulation of Class Action and PAGA Settlement (“Agreement,” “Settlement,”
2 or “Settlement Agreement”) is made by and between (1) Plaintiff DINA SERRIEH (“Plaintiff”),
3 on her own behalf, on behalf of the State of California, and on behalf of all members of the
4 Settlement Class and all PAGA Group Members (both as defined below), and (2) Defendant JILL
5 ACQUISITION₇ LLC (“Defendant”) (Plaintiff and Defendant are collectively referred to as the
6 “Parties”). This Agreement relates to the following lawsuits: (A) *Serrieh, et al. v. Jill Acquisition,*
7 *LLC*, Class Action, Placer County, Case No. S-CV-0049697, which was removed to the U.S.
8 District Court for the Eastern District of California, Case No. 2-23-CV-00292-DAD-AC, and then
9 remanded to Placer County; and (B) *Serrieh, et al. v. Jill Acquisition₇ LLC*, PAGA Only, Orange
10 County Case No. 30-2023-01315987-CU-OE-CXC (both cases together are the “Litigation”). As
11 set forth below in more detail, this Settlement Agreement resolves all claims that were asserted or
12 could have been asserted against Defendant based on the facts alleged in the Litigation.

13 **I. DEFINITIONS**

14 **A. “Administration Costs”** means all costs payable from the Gross Settlement
15 Amount to the Settlement Administrator for administering this Settlement, including, but not
16 limited to costs of notice to the Settlement Class, settlement administration, and any fees and costs
17 incurred or charged by the Settlement Administrator in connection with the execution of its duties
18 under this Agreement.

19 **B. “Class Counsel” or “Plaintiffs’ Counsel”** means Timothy B. Del Castillo of Castle
20 Law: California Employment Counsel, PC, and Kyle Nordrehaug of Blumenthal Nordrehaug
21 Bhowmik De Blouw, LLP, and all the lawyers of these firms acting on behalf of Plaintiff and the
22 Settlement Class.

23 **C. “Class Members”** means all current and former hourly-paid or non-exempt
24 employees who worked for Defendant within the State of California at any time during the
25 Settlement Period (collectively referred to as the “Class”).

26 **D. “PAGA Group Members”** means all current and former hourly-paid or non-
27 exempt employees who worked for Defendant within the State of California at any time during the
28 PAGA Period (collectively referred to as the “PAGA Members” or “PAGA Group Members”).

1 **E. “Court”** means the Superior Court of the State of California for the County of
2 Placer, or any other courts that ultimately end up with jurisdiction over the Litigation.

3 **F. “Effective Date”** means the date by when both of the following have occurred (1)
4 the Court enters a Judgment on its Order Granting Final Approval of the Settlement that gives final
5 approval to all material terms of this Agreement; and (2) the Judgment is final. The Judgment is
6 final as of the latest of the following occurrences: (a) if no Participating Class Member objects to
7 the Settlement, the day the Court enters Judgment; (b) the time for seeking rehearing or
8 reconsideration and/or appellate review has expired and no timely requests for such review have
9 been made; or (c) if rehearing, reconsideration, or appellate review is sought, after any and all
10 avenues of rehearing, reconsideration, and appellate review have been exhausted by the Parties and
11 no further rehearing, reconsideration, or appellate review is permitted, and the time for seeking
12 such review has expired.

13 **H. “Final Approval Order”** means the final formal judgment entered by the Court
14 after the hearing at which the Court will make a final determination whether the terms of the
15 Agreement are fair, reasonable, and adequate and meet all applicable requirements for final
16 approval.

17 **I. “Plaintiff”** means Dina Serrieh.

18 **J. “Net Settlement Fund”** means the Gross Settlement Amount minus any Court-
19 approved award of Attorneys’ Fees and Litigation Costs to Class Counsel, Administration Costs to
20 the Settlement Administrator, any Court-approved Enhancement Payment to Plaintiff, LWDA
21 Payment to the Labor and Workforce Development Agency (“LWDA”), and PAGA Payments to
22 PAGA Group Members, as provided in Sections VIII, IX, and XIV-XVII.

23 **K. “Individual Settlement Payments”** means payments made to the Participating
24 Class Members from the Net Settlement Fund as part of the Settlement.

25 **L. “Settlement”** means the disposition and agreement to resolve this Litigation.

26 **M. “Settlement Administrator”** means Phoenix Settlement Administrators, the
27 settlement administrator selected by the Parties after receiving competitive bids, and which will be
28 responsible for the administration of the Settlement Amount, as defined below, and all related

1 matters. The Parties each represent that they do not have any financial interest in the Settlement
2 Administrator or otherwise have a relationship with the Settlement Administrator that could create
3 a conflict of interest.

4 **N. “Gross Settlement Amount”** means the entire settlement amount of \$600,000,
5 which shall be paid by Defendant, and from which all payments owed under this Agreement shall
6 come, including the Individual Settlement Payments, Court-approved Attorneys’ Fees and
7 Litigation Costs pursuant to Section XIV, Administration Costs pursuant to Section IX,
8 Enhancement Payment pursuant to Section XV, and PAGA Penalties pursuant to Section XVII.
9 The Gross Settlement Amount is a material term of this Agreement. To the extent Defendant is
10 required by the Court to pay more than the Gross Settlement Amount, Defendant shall retain the
11 right, in the exercise of its sole discretion, to nullify the Settlement.

12 **P. “Settlement Class Member”** means a Class Member who does not submit a timely
13 Request to be Excluded to opt out of the Settlement.

14 **Q. “Class Settlement Period” or “Class Period”** means the period from January 6,
15 2019 through December 29, 2023.

16 **R. “PAGA Settlement Period” or “PAGA Period”** means the period from March 23,
17 2022 through December 29, 2023.

18 **S. “Workweeks”** means the number of full or partial weeks that a Class Member
19 worked for Defendant as an hourly-paid or non-exempt employee in California during the Class
20 Settlement Period (based on the number of workweeks in the Class List that Defendant provides to
21 the Settlement Administrator within 30 calendar days after Preliminary Approval Order of this
22 Settlement). Each Class Member will be credited with at least one Workweek. A Workweek
23 includes any week in which a Class Member had any time worked entry in Defendant’s timekeeping
24 system. Defendant’s records regarding the Workweeks for each Class Member shall be controlling.

25 **T. “Individual PAGA Payments”** means the individual payments made to PAGA
26 Group Members from the Gross Settlement Amount for resolution of the PAGA claims.

27 **II. BACKGROUND.**

28 **A.** On December 9, 2022, Plaintiff Serrieh filed her PAGA Notice with the Department

1 of Industrial relations (“DIR”) via its website, detailing various alleged violations of the Labor
2 Code committed by Defendant.

3 On January 6, 2023, Plaintiff filed Case No. S-CV-0049697 in Placer County Superior
4 Court, which is a class action. In the class action, Plaintiff alleges, *inter alia*, on behalf of herself
5 and all others similarly situated, that Defendant violated California state wage and hour laws and
6 the California Business and Professions Code Section 17200 *et seq.* as a result of Defendant’s
7 California wage and hour policies and practices. Specifically, Plaintiff alleges that Defendant
8 committed the following violations: (1) Unfair competition in violation of CAL. BUS. & PROF.
9 CODE §§ 17200, *et seq.*; (2) Failure to pay minimum wages in violation of CAL. LAB. CODE §§
10 1194, 1197& 1197.1; (3) Failure to pay overtime wages in violation of CAL. LAB. CODE § 510;
11 (4) Failure to provide required meal periods in violation of CAL. LAB. CODE §§ 226.7 & 512 and
12 the applicable IWC wage order; (5) Failure to provide required rest periods in violation of CAL.
13 LAB. CODE §§ 226.7 & 512 and the applicable IWC wage order; (6) Failure to provide accurate
14 itemized wage statements in violation of CAL. LAB. CODE § 226; (7) Failure to reimburse
15 employees for required expenses in violation of CAL. LAB. CODE § 2802; (8) Failure to provide
16 wages when due in violation of CAL. LAB. CODE §§ 201, 202 AND 203; and (9) Failure to pay
17 sick wages in violation of CAL. LAB CODE §§201-204, 233, 246. This class action was later
18 removed to the United States District Court for the Eastern District of California, Case No. 2:23-
19 cv-00292-DAD-AC, and then remanded to Placer County.

20 On March 23, 2023, Plaintiff filed a PAGA representative action in Orange County Superior
21 Court, Case No. 30-2023-01315987-CU-OE-CXC, which is still pending in Orange County. This
22 representative action has a single cause of action under PAGA, and seeks civil penalties for alleged
23 violations by Defendant, including of Labor Code §§ 201, 202, 203, 204 *et seq.*, 210, 218, 221,
24 226(a), 226.7, 227.3, 246 *et seq.*, 510, 512, 558(a)(1)(2), 1194, 1197, 1197.1, 1198, 2802, California
25 Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations,
26 Title 8, Section 1 1070(14) (Failure to Provide Seating), and the applicable Wage Order(s).

27 **B.** The class and PAGA actions are collectively referred to herein as “the Litigation.”
28

1 **C.** Class Counsel conducted discovery concerning the claims set forth in the Litigation,
2 such as class datapoints (including the number of putative class members, workweeks, pay periods,
3 and average hourly rate of pay). Class Counsel also received a stipulated random sample of
4 employees' time and pay records; and other relevant documents, including, but not limited to, all
5 employee handbooks and stand-alone policies related to the claims at issue during the Class Period.

6 **D.** Plaintiff and Class Counsel have engaged in good faith, arms-length negotiations
7 with Defendant concerning possible settlement of the claims asserted in the Litigation. The Parties
8 participated in a 13-hour mediation before mediator David Rotman on September 29, 2023. Mr.
9 Rotman is a well-respected wage-and-hour class action mediator. Negotiations at the mediation
10 and following the mediation resulted in settlement of the Litigation, after a mediator's proposal was
11 ultimately accepted. The Parties, with the help of Mr. Rotman, engaged in extensive negotiations
12 about the terms and conditions of the Settlement at the mediation and during the subsequent drafting
13 of a Memorandum of Understanding, which was executed by all Parties and their counsel in
14 December 2023.

15 **E.** Class Counsel has conducted an investigation of the law and facts relating to the
16 claims asserted in the Litigation and has concluded, taking into account the sharply contested issues
17 involved, the defenses asserted by Defendant, the expense and time necessary to pursue the
18 Litigation through trial and any appeals, the risks and costs of further prosecution of the Litigation,
19 the risk of an adverse outcome, the uncertainties of complex litigation, and the substantial benefits
20 to be received by Plaintiff and the members of the Class pursuant to this Agreement, that a
21 settlement with Defendant on the terms and conditions set forth herein is fair, reasonable, adequate,
22 and in the best interests of the Class. Plaintiff, on her own behalf and on behalf of the Class, has
23 agreed to settle the Litigation with Defendant on the terms set forth herein.

24 **F.** Defendant has concluded that, because of the substantial expense of defending
25 against the Litigation, the length of time necessary to resolve the issues presented herein, the
26 inconvenience involved, and the concomitant disruption to its business operations from continued
27 litigation, it is in Defendant's best interest to accept the terms of this Agreement. Defendant denies
28 each of the allegations and claims asserted against it in the Litigation. However, Defendant

1 nevertheless desires to settle the Litigation for the purpose of avoiding the burden, expense, and
2 uncertainty of continuing litigation and for the purpose of putting to rest the controversies
3 engendered by the Litigation.

4 **G.** This Agreement is intended to and does effectuate the full, final, and complete
5 settlement of all allegations and claims that were asserted or could have been asserted based on the
6 facts alleged in the Litigation by Plaintiff, members of the Class, and the PAGA Group Members.

7 **III. JURISDICTION**

8 The Court has jurisdiction over the Parties and the subject matter of this Litigation. The
9 Litigation includes claims that, while Defendant denies them in their entirety, would, if proven,
10 authorize the Court to grant relief pursuant to the applicable statutes. After the Court has granted
11 final approval of the Settlement and after the Court has ordered the entry of Judgment, pursuant to
12 California Code of Civil Procedure Section 664.6, the Court shall retain jurisdiction of this action
13 solely for the purpose of interpreting, implementing, and enforcing this Settlement consistent with
14 the terms set forth herein.

15 In order to effectuate this Settlement, and to seek Court approval of the Settlement, the
16 parties have already filed a joint stipulation to remand the Class Action to Placer County, and then
17 they will cooperate to amend the Class Action to include the claims from the PAGA Action, file a
18 Consolidated Class and PAGA Complaint (the “Operative Complaint”), dismiss the PAGA Action
19 in Orange County, and seek approval of the Settlement in the resulting Consolidated Class and
20 PAGA Action in Placer County Superior Court.

21 **IV. STIPULATION OF CLASS CERTIFICATION**

22 The Parties stipulate to the certification of the Class for purposes of settlement only. This
23 stipulation is contingent upon the preliminary and final approval and certification of the Class only
24 for purposes of settlement. Should the Settlement not become final, for whatever reason, the fact
25 that the Parties were willing to stipulate provisionally to class certification as part of the Settlement
26 shall have no bearing on, and shall not be admissible in connection with, the issue of whether a
27 class should be certified in a non-settlement context in the Litigation. Defendant expressly reserves
28

1 the right to oppose class certification and/or proactively move to deny certification should this
2 Settlement be modified or reversed on appeal or otherwise not become final.

3 Likewise, nothing in this Agreement or any steps Defendant takes pursuant to this
4 Agreement, shall constitute a waiver of Defendant's right to argue that the PAGA Action may not
5 proceed as a representative action.

6 **V. MOTION FOR PRELIMINARY APPROVAL**

7 Plaintiff will bring a motion before the Court for an order certifying the Class for settlement
8 purposes only, preliminarily approving the Settlement, and approving a Notice of Class Action
9 Settlement ("Notice"), which is attached hereto as "**Exhibit A.**"

10 The date that the Court grants preliminary approval of this Agreement will be the
11 "Preliminary Approval Date." Class Counsel will be responsible for drafting all documents
12 necessary to obtain preliminary approval of the Settlement and will provide these papers to
13 Defendant's counsel five business days in advance of such filing. Defendant may review and
14 suggest revisions to Plaintiff's Motion for Preliminary Approval, which Plaintiff will consider in
15 good faith. Defendant agrees that it will not file an opposition to Plaintiff's Motion for Preliminary
16 Approval, nor shall Defendant seek to delay the hearing on this motion for more than 30 days from
17 the date obtained by Plaintiff. This is a material term of the Settlement and any improper delay or
18 opposition by Defendant will be grounds for Plaintiff to withdraw from the Settlement.

19 **VI. STATEMENT OF NO ADMISSION AND NO WRONGDOING**

20 **A.** Defendant denies liability to Plaintiff, the Class, and the PAGA Group Members
21 upon any claim or cause of action. This Agreement does not constitute and is not intended to
22 constitute, an admission by Defendant as to the merits, procedural validity, or accuracy of any of
23 the allegations or claims made against them in the Litigation.

24 **B.** Nothing in this Agreement, nor any action taken in implementation thereof, nor any
25 statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used
26 during the course of the negotiations leading to this Agreement or the Settlement, is intended by
27 the Parties to constitute, nor will any of the foregoing constitute, be introduced, be used or be
28 admissible in any way in this case or any other judicial, arbitral, administrative, investigative, or

1 other forum or proceeding as evidence of any violation of any federal, state, or local law, statute,
2 ordinance, regulation, rule or executive order, or any obligation or duty at law or in equity. The
3 Parties themselves agree not to introduce, use, or admit this Agreement, directly or indirectly, in
4 this case or any other judicial, arbitral, administrative, investigative, or other forum or proceeding,
5 as purported evidence of any violation of any federal, state, or local law, statute, ordinance,
6 regulation, rule or executive order, or any obligation or duty at law or in equity, or for any other
7 purpose, aside from obtaining approval of the Settlement. Notwithstanding the foregoing, this
8 Agreement may be used and filed in any proceeding before the Court that has as its purpose the
9 interpretation, implementation, or enforcement of this Agreement or any orders or judgments of the
10 Court entered in connection with the implementation of the Settlement.

11 **C.** None of the documents produced in the litigation or in connection with settlement
12 approval by Plaintiff, the Class, or the PAGA Group Members in connection with settlement
13 procedures constitute, and they are not intended to constitute, an admission by Defendant of any
14 violation of any federal, state, or local law, statute, ordinance, regulation, rule, or executive order,
15 or any obligation or duty at law or in equity.

16 **D.** The Parties agree that class certification pursuant to California Code of Civil
17 Procedure Section 382 under the terms of this Agreement is for settlement purposes only. Nothing
18 in this Agreement will be construed as an admission or acknowledgment of any kind that any class
19 should be certified or given collective treatment in the Litigation or in any other action or
20 proceeding. Further, neither this Agreement nor the Court's actions with regard to this Agreement
21 will be admissible in any court or other tribunal regarding the propriety of class certification or
22 collective or representative treatment. In the event that this Agreement is not approved by the Court
23 or any appellate court, is terminated, or otherwise fails to be enforceable, Plaintiff will not be
24 deemed to have waived, limited, or affected in any way any claims, rights, or remedies in the
25 Litigation, and Defendant will not be deemed to have waived, limited, or affected in any way any
26 of its objections or defenses in the Litigation, including opposing class certification, contending
27 that a PAGA representative trial is inappropriate, and that all claims fail on the merits.
28

1 **VII. WAIVER, RELEASE, AND CONFIDENTIALITY**

2 **A. Release As to All Settlement Class Members.**

3 The Release of Claims of the Class and PAGA Releases expressly exclude all other claims
4 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
5 unemployment insurance, disability, social security, workers' compensation, and California class
6 claims outside of the Class Period, and PAGA claims outside of the PAGA Period. Plaintiff's
7 individual claims raised by the right to sue notice and complaint for case no. 202309-22049621
8 are not being released as part of this Agreement, but have already been released as part of a
9 separately negotiated agreement. The claims released by this Agreement shall include (i) the
10 Release and Dismissal of the Class Action Claims, and (ii) the Release and Dismissal of the
11 PAGA Claims, as set forth below:

12 1. As a material term of this Agreement, and in exchange for the settlement funds provided
13 herein, upon final approval by the Court of this Settlement, and except as to the right to enforce
14 the terms and conditions of this Settlement, Plaintiff and all Settlement Class Members, and
15 each of their respective executors, administrators, representatives, agents, heirs, successors,
16 assigns, trustees, spouses, or guardians, shall fully release Defendant and all of its current or
17 former affiliates, predecessors, successors, members, insurers, agents, assigns, divisions,
18 parents, subsidiaries, partnerships, joint ventures, and any other entity related to Defendant; and
19 all of their current and former members, directors, officers, employees, executors, fiduciaries,
20 shareholders, partners, employees, agents, insurers, attorneys, and anyone else acting for any of
21 those entities (the "Releasees") during the Class Period from any and all claims, rights,
22 demands, charges, complaints, causes of action, penalties, interest, attorneys' fees, costs,
23 obligations, or liability of any and every kind that were pled or could have been pled based on the
24 factual allegations in any of the Complaints filed in the Lawsuit. This "Release and Dismissal of
25 the Class Action Claims" shall include any claim for failure to provide meal or rest periods, failure
26 to provide premium pay at the regular rate of pay, failure to pay any form of wages, failure to
27 pay any wages (including overtime and double time) at the regular rate of pay, regular rate
28 violations, failure to reimburse business expenses, failure to pay timely wages during
employment, failure to timely pay accrued

1 wages upon separation of employment, failure to furnish accurate and itemized wage statements,
2 failure to provide any required form of sick leave or sick pay, failure to pay accrued and unused
3 vacation upon separation of employment, failure to maintain accurate records, any known and
4 unknown claims arising under California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226,
5 226.7, 227.3, 233, 246, 246.5, 510, 512, 558.1, 1194, 1197, 1197.1, 1198, 2800, 2802, and 2804,
6 as well as the California Unfair Competition Law, Business and Professions Code §§ 17200 *et seq.*,
7 and the California Industrial Welfare Commission Wage Order 7-2001 or any other applicable
8 Wage Order. The Release of Claims as described above shall include any remedies for any of the
9 claims described herein, including damages, penalties of any nature, restitution, declaratory relief,
10 equitable or injunctive relief, interest, and attorneys' fees and costs. The Parties stipulate that
11 beyond the Gross Settlement Amount, Defendant shall not owe any further monies to the
12 Participating Class Members in exchange for this Release of Claims.

13 2. As a material condition of the Settlement, and in exchange for the settlement funds
14 provided herein, upon the final approval by the Court of this Settlement, the State of California, the
15 LWDA, Plaintiff, and all PAGA Group Members shall fully release Defendant and the Releasees
16 of any and all PAGA claims, rights, demands, charges, complaints, causes of action, penalties,
17 interest, attorneys' fees, costs, obligations, or liability of any and every kind that occurred during
18 the PAGA Period that were pled or could have been pled based on the factual allegations in any
19 Complaint filed in the Lawsuit and in all PAGA notice letters filed by Plaintiff. This "Release and
20 Dismissal of the PAGA Claims" includes, but is not limited to, claims that are premised upon
21 California Labor Code §§ 201, 202, 203, 204, 210, 218, 221, 226, 226.7, 227.3, 233, 246, 246.5,
22 510, 512, 558, 558.1, 1194, 1197, 1197.1, 1198, 2699, 2699.3, 2699.5, 2800, 2802, and 2804, as
23 well as California Wage Order 7-2001 or any other applicable Wage Order, including claims for
24 failure to provide suitable seating under the applicable Wage Order, and further including claims
25 covered by the Release and Dismissal of the Class Action Claims.

26 **B. General Release by Plaintiff Only.**

27 In addition to the release made in Section VII (A), and as a material inducement for
28 Defendant to enter into this Agreement, Plaintiff makes the additional following "General Release"

1 of all claims, known or unknown, as of the Effective Date, with the exception of her individual
2 claims raised by the right to sue notice and complaint for case no. 202309-22049621 (“Plaintiff’s
3 Charge”), which are not being released in this Agreement, but which are the subject of a separate
4 agreement and release negotiated outside of this class and PAGA action agreement.

5 Plaintiff knowingly and voluntarily agrees to a general release through the Effective Date
6 of all known and unknown claims, charges, complaints, claims, liabilities, obligations, promises,
7 agreements, contracts, controversies, damages, actions, causes of action, suits, rights, demands,
8 costs, losses, debts, and expenses of any kind she may have against Defendant and the Released
9 Parties, including, but not limited to, claims brought under California law, local law, PAGA, the
10 California Labor Code, all California Industrial Welfare Commission Wage Orders, the Fair
11 Employment and Housing Act, California and Business Professions Code §§ 17000 *et. seq.*, and/or
12 federal law.

13 This General Release includes, but is not limited to, claims for attorneys’ fees and costs;
14 failure to pay wages for all time worked at minimum wage (Labor Code §§ 1194, 1197); failure to
15 pay wages for all time worked at the appropriate overtime rate of pay (Labor Code §§ 510, 1194);
16 failure to pay wages for all time worked at the appropriate double time rate of pay; failure to include
17 all remuneration when calculating the regular rate of pay for overtime wages (Labor Code §§ 510,
18 1194); failure to include all remuneration when calculating the regular rate of pay for double time
19 wages; failure to provide meal periods (Labor Code §§ 512, 226.7); failure to authorize or permit
20 rest periods (Labor Code § 226.7); failure to provide premium wages for meal or rest period
21 violations at the regular rate of pay (Labor Code § 226.7); failure to adequately indemnify for
22 employment-related losses or expenditures (Labor Code § 2802); failure to provide complete and
23 accurate wage statements (Labor Code § 226); failure to timely pay all wages due at the time of
24 separation of employment (Labor Code §§ 201-203); failure to timely pay wages; failure to
25 maintain required records; unfair business practices (California Business & Professions Code §
26 17200); and any claims arising from a violation of a California Wage Order.

27 Plaintiff acknowledges and agrees that, as a material condition of this Agreement and in
28 exchange for the Service Award, this General Release also includes a release of all known and

1 unknown claims arising from Plaintiff's employment or separation of employment with Defendant.
2 Plaintiff's General Release includes a waiver of rights under California Civil Code § 1542, or other
3 similar statutes, that she may have against Defendant and the Released Parties.

4 California Civil Code § 1542 states as follows:

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

9 Notwithstanding the provisions of § 1542, and for the purpose of implementing a full and
10 complete release and discharge of Defendant and the Released Parties, Plaintiff expressly
11 acknowledges that this Agreement is intended to include and does include in its effect, without
12 limitation, all claims that she does not know or suspect to exist in her favor, and that this Agreement
13 contemplates the extinguishment of any such claim or claims. Accordingly, if the facts relating in
14 any manner to this Settlement are found hereafter to be other than or different from the facts now
15 believed to be true, the General Release of claims contained herein shall be effective as to all
16 unknown claims.

17 The General Release does not include a release of (1) claims that are part of Plaintiff's
18 Charge, which have been released in a separately negotiated agreement, or (2) any claim that
19 cannot be waived under applicable law, including, but not limited to, vested benefits,
20 unemployment insurance, disability, social security, and workers' compensation.

21 **C. Injunction from Pursuing Released Claims.**

22 As part of the preliminary approval of the Settlement, Class Members shall be enjoined
23 from filing, initiating, or continuing to prosecute any actions, claims, complaints, or proceedings in
24 any court, or with the DLSE, or with the LWDA, or the United States Department of Labor
25 ("DOL"), a federal or state court, or with any other entity regarding the claims released in this
26 Agreement.

27 This Settlement is conditioned upon the release by the Class Members as described herein,
28 and upon covenants by the Class Members that they will not participate in any actions, lawsuits,
proceedings, complaints, or charges brought individually by the DLSE, LWDA, DOL, or by any

1 other agency, persons, or entity in any court or before any administrative body related to the claims
2 released in this Agreement, nor will the Class Members contest or interfere with efforts by
3 Defendant to oppose any attempt to bring such released claims against Defendant.

4 **VIII. SETTLEMENT PAYMENT**

5 **A. Consideration for This Agreement.**

6 As consideration for this Agreement, Defendant will make a settlement payment that totals
7 and will not exceed the Gross Settlement Amount of \$600,000. The payment of the Gross
8 Settlement Amount represents full and complete settlement of this Litigation. The Gross Settlement
9 Amount includes all attorneys' fees and costs, administration costs, Service Award to Plaintiff,
10 payment to the Settlement Class Members, payment to the LWDA, and payment to the PAGA
11 Group Members for their Individual PAGA Payments. The balance after deduction of attorneys'
12 fees and costs, administration costs, payment to the LWDA, payment of the Individual PAGA
13 Payments, and the Service Award, will be the Net Settlement Amount. Defendant's employer taxes
14 shall be paid separately and in addition to the Gross Settlement Amount.

15 **B. Potential Increase to the Settlement Amount.**

16 Defendant uses workweeks for its pay periods. The Gross Settlement Amount is based on
17 Defendant's estimate that the Class Members worked a total of 42,044 workweeks during the Class
18 Period. Defendant will verify these numbers prior to filing for preliminary approval. Defendant's
19 records shall be considered the controlling source to determine the number of workweeks. Should
20 the qualifying workweeks worked by the Class Members during the Class Period ultimately
21 increase by more than 10%, Defendant, at its option, can either choose to: (1) cut off the end date
22 for the Class Period as of the date on which the number of workweeks reaches 42,464, or (2)
23 increase the Gross Settlement Amount on a proportional basis equal to the percentage increase in
24 number of workweeks worked by the Class Members above the 10% (e.g., if there was an 11%
25 increase in the number workdays during the Class Period, Defendant would agree to increase the
26 Gross Settlement Amount by 1%).
27
28

The settlement checks will include language indicating that endorsing and cashing the check constitute a release of claims under the California Labor Code, California Private Attorney General Act, California Unfair Competition Law, and the Fair Labor Standards Act (“FLSA”), as set forth in the Notice. The language to be included will be substantially similar to the following:

IX. SETTLEMENT ADMINISTRATOR

Plaintiff and Defendant, through their respective counsel, and after receipt of competitive bids, have selected Phoenix Settlement Administrators as a Settlement Administrator to administer the Settlement. Administering the Settlement includes, but is not limited to, distributing and responding to inquiries about the Notice, determining the validity of any disputes and opt-outs, and calculating all amounts to be paid from the Net Settlement Fund. Charges and expenses of the Settlement Administrator, estimated to be no more \$6,425, will be paid from the Gross Settlement Amount. Any charges and expenses of the Settlement Administrator greater than the allocated \$6,425 will be paid from the Gross Settlement Amount. If the actual Administration Costs are less than the Parties' estimation, the difference between the actual and estimated Administration Costs will be part of the Net Settlement Fund. The Parties agree that this Agreement may be provided to the Settlement Administrator to effectuate its implementation of the settlement procedures herein.

The amount of Administration Costs that the Court awards to the Settlement Administrator is not a material term of this Agreement.

X. NOTICE, OBJECTIONS, AND EXCLUSION RIGHTS

A. Notice

1 Plaintiff and Defendant, through their respective attorneys, have jointly prepared the Notice,
2 which in substance will be provided to the Class Members as follows, and which shall be
3 substantially in the form attached as **Exhibit A** to this Agreement:

4 As soon as practicable following preliminary approval of the Settlement, but no later than
5 30 calendar days after the Court enters the Order granting preliminary approval of the Settlement,
6 Defendant will provide to the Settlement Administrator a "Class List" that contains the following
7 information for each Class Member: (1) full name; (2) last known home address; (3) last known
8 telephone number; (4) dates of employment with Defendant as an hourly-paid or non-exempt
9 employee in California, as well as the total individual workweeks for each Class Member and
10 PAGA Group Member; (5) total Workweeks for all Class Members during the Class Period and all
11 PAGA Group Members during the PAGA Period; (6) Social Security number; and (7) last known
12 email address. Defendant further agrees to consult with the Settlement Administrator prior to the
13 production date to ensure that the format will be acceptable to the Settlement Administrator.
14 Plaintiff's Counsel shall also receive a redacted Class List showing the individual breakdown of
15 workweeks with a unique identification number for each Class Member and each PAGA Group
16 Member and the total breakdown of workweeks for all Class Members and PAGA Group Members
17 combined.

18 Defendant will also provide records to the Settlement Administrator in order for the
19 Settlement Administrator to make its own independent calculation of the workweek counts included
20 in the Class List. Defendant has the right to review the workweek counts calculated by the
21 Settlement Administrator before those figures are used in the Notice. If the Settlement
22 Administrator charges more to calculate the workweek counts compared to the bid it has already
23 provided, then the Gross Settlement Amount shall not increase, and the extra charge from the
24 Settlement Administrator shall be paid from from the Gross Settlement Fund.

25 The Settlement Administrator shall run all the addresses provided through the United States
26 Postal Service NCOA database (which provides updated addresses for any individual who has
27 moved in the previous four years who has notified the U.S. Postal Service of a forwarding address)
28 to obtain current address information and shall mail the Notice to the Class Members via first-class

1 U.S. Mail using the most current mailing address information available, within 10 calendar days of
2 the receipt of the Class List from Defendant.

3 The Notice will include information regarding the nature of the Litigation; a summary of
4 the terms of the Settlement; the definition of the Class and PAGA Group; a statement that the Court
5 has preliminarily approved the Settlement; the nature and scope of the claims being released; the
6 procedure and time period for objecting to the Settlement or Requesting to be Excluded from the
7 Settlement, the date and location of the Final Approval Hearing; the number of Workweeks credited
8 to each Class Member, the estimated Individual Settlement Payment for the Class Member, the
9 number of pay periods during the PAGA Period credited to each PAGA Group Member, and the
10 estimated Individual PAGA Payment for the PAGA Group Member.

11 If a Notice is returned as undeliverable after the initial mailing, the Settlement Administrator
12 shall run all the addresses returned as undeliverable through the United States Postal Service NCOA
13 database (which provides updated addresses for any individual who has moved in the previous four
14 years who has notified the U.S. Postal Service of a forwarding address) to obtain current address
15 information and shall re-mail the Notice to the Class Members via first-class U.S. Mail using the
16 most current mailing address information available, within 20 calendar days of the receipt of the
17 notice of that the original address was undeliverable. With respect to any Notice that is re-mailed,
18 the Response Deadline for the Class Member whose Notice is re-mailed will be extended an
19 additional 15 calendar days.

20 No later than 25 days before the Final Approval Hearing, the Settlement Administrator shall
21 provide counsel for Defendant and Class Counsel with a declaration attesting to the completion of
22 the settlement notice administration process, including the number of attempts to obtain valid
23 mailing addresses for and re-sending of any returned Notices, as well as the number of Workweek
24 Disputes, Requests to be Excluded, and objections received.

25 **B. Objections.**

26 To object to the Settlement, a Settlement Class Member may send a written objection to the
27 Settlement Administrator, by the response deadline for the Notice. Any Settlement Class Member
28 who timely files a written objection may also state whether they are going to appear at the Final

1 Approval Hearing. The Settlement Class Member may appear personally or through an attorney,
2 at his or her own expense, at the Final Approval Hearing to present his or her objection directly to
3 the Court. However, any attorney who will represent an individual objecting to this Settlement
4 must file a notice of appearance with the Court and serve Class Counsel and Defendant's Counsel
5 no later than 30 calendar days after the Notice was initially mailed to the Class Members
6 ("Response Deadline"). A written objection to the Settlement must: (1) contain the case name and
7 number of the Litigation; (2) contain the Settlement Class Member's name, address, telephone
8 number, signature, and last four digits of his or her Social Security number; (3) clearly state all of
9 the grounds for the objection; (4) state whether the Settlement Class Member intends to appear at
10 the Final Approval Hearing; and (5) be mailed to the Settlement Administrator, postmarked no later
11 than the Response Deadline. If a Class Member objects to the Settlement, the Class Member will
12 remain a Settlement Class Member and if the Court approves this Agreement, the Settlement Class
13 Member will be bound by the terms of the Settlement and Final Approval Order in the same way
14 and to the same extent as a Settlement Class Member who does not object to the Settlement. The
15 date of mailing of the Notice to the objecting Settlement Class Member shall be conclusively
16 determined according to the records of the Settlement Administrator. The Court retains final
17 authority with respect to the consideration and admissibility of any objections to the Settlement
18 from Settlement Class Members. A Settlement Class Member who timely submits a written
19 objection may not submit a Request to be Excluded to opt-out of the Settlement. PAGA Group
20 Members may not submit an objection to the Settlement or a Request to be Excluded from the
21 Settlement.

22 **C. Opportunity to Be Excluded and Defendant's Opt-Out Threshold.**

23 In order for any Class Member to validly exclude himself or herself from the Settlement
24 (i.e., to validly opt out), a written request for exclusion from the Settlement ("Request to be
25 Excluded") must: (1) contain the case name and number of the Litigation; (2) contain the Class
26 Member's full name, address, telephone number, and last four digits of his or her Social Security
27 number; (3) be signed by the Class Member or his or her authorized representative; (4) contain a
28 clear statement that the Class Member requests to be excluded from the Settlement; and (5) be sent

1 to the Settlement Administrator, postmarked by no later than the Response Deadline. The Notice
2 shall contain instructions on how to opt out.

3 If a Class Member submits both a Request to be Excluded and an objection, the Class
4 Member's objection will be valid and be deemed to invalidate the Request to be Excluded.

5 The date of the initial mailing of the Notice, and the date the signed Request to be Excluded
6 was postmarked, shall be conclusively determined according to the records of the Settlement
7 Administrator. Any Class Member who timely and validly submits a Request to be Excluded will
8 not be entitled to an Individual Settlement Payment, will not be bound by the terms and conditions
9 of the class action portion of the Settlement. PAGA Group Members may not submit an objection
10 to the Settlement or a Request to be Excluded from the Settlement, and will not have any right to
11 object, appeal, or comment thereon.

12 Any Class Member who does not timely submit a Request to be Excluded to the Settlement
13 Administrator will be deemed included in the Settlement in accordance with this Settlement. All
14 PAGA Group Members, the LWDA, and State of California shall release claims arising under
15 PAGA for the PAGA Period. All PAGA Group Members shall release claims arising under PAGA
16 regardless of their decision to participate in the class settlement.

17 As a material term of this Settlement, in the event that 5% or more of the Class Members
18 exercise their right to exclude themselves and opt out of the Settlement, Defendant retains the
19 exclusive right, but not the obligation, to withdraw from and terminate the Settlement and return
20 all parties back to their same position before the Settlement was reached and the Settlement
21 Agreement was entered into. In the event that Defendant exercises such rights under this paragraph,
22 Plaintiff and Defendant shall resume the Litigation, and Plaintiff shall have the burden of filing a
23 motion for class certification, Defendant shall have the right to file a motion for decertification and
24 a motion to challenge the appropriateness of a PAGA representative action. The case shall then
25 continue through and until there is a final resolution of the Litigation. Defendant must notify Class
26 Counsel and the Court in writing of such a decision to withdraw and terminate the Settlement no
27 later than five days prior to the date of the Final Approval Hearing, assuming the Settlement
28 Administrator has already provided the information needed for Defendant to make an informed

1 decision. In the event of Defendant's withdrawal, no party may use the fact that the Parties agreed
2 to the Settlement for any reason, and Defendant shall pay all administration expenses incurred
3 through the date of its termination of the Settlement.

4 **D. Cooperation**

5 The Parties and their respective counsel agree not to encourage members of the Class to
6 refrain from participating in the Settlement, to opt out of the Settlement, or to object to the
7 Settlement, directly or indirectly, through any means. However, if a Class Member contacts Class
8 Counsel, Class Counsel may discuss the terms of the Settlement and the Class Member's options
9 with respect to the Settlement. If a Class Member contacts Defendant or Defendant's Human
10 Resources Department, Defendant may refer them to direct their inquiry to Class Counsel.
11 Defendant shall have no obligation to respond to questions from Class Members regarding their
12 Workweeks or participation in the Settlement.

13 **XI. DISPUTES PROCEDURE**

14 If a Class Member disputes his or her number of Workweeks set forth in the Notice, such
15 Class Member must submit a written dispute ("Workweeks Dispute") that: (a) contains the case
16 name and case number of the Litigation; (b) contains the Class Member's full name, address,
17 telephone number, signature, and last four digits of his or her Social Security number; (c) contains
18 a statement setting forth the number of Workweeks that such Class Member believes is correct and
19 attaches any relevant documentation and explanation in support thereof; and (d) is submitted to the
20 Settlement Administrator by mail, postmarked no later than the Response Deadline. If a Class
21 Member does not dispute his or her number of Workweeks, the number of Workweeks set forth in
22 the Notice will govern the Individual Settlement Payment to the Class Member and such Class
23 Member need not take further action to participate in the Settlement.

24 Upon timely receipt of any such challenge, the Settlement Administrator, in consultation
25 with Class Counsel and counsel for Defendant, will review the pertinent records showing the dates
26 the Class Member worked for Defendant in California as an hourly or non-exempt employee and
27 the number of such weeks worked, which records Defendant agrees to make available to the
28

1 Settlement Administrator and Class Counsel. However, there is a presumption that the records
2 maintained by Defendant are accurate.

3 After consulting with Class Counsel and counsel for Defendant, the Settlement
4 Administrator shall compute the number of Workweeks to be used in computing the Class
5 Member's *pro rata* share of the Net Settlement Fund. In the event that there is a disparity between
6 the number of Workweeks a Class Member claims he or she worked during the Settlement Period
7 and the number of Workweeks indicated by Defendant's records, Defendant's records will control,
8 unless the Settlement Administrator determines a different number of Workweeks, after reviewing
9 what is submitted by the Class Member, and after consultation with Defendant's counsel and Class
10 Counsel. The Settlement Administrator's decision as to the total number of Workweeks shall be
11 final and non-appealable. The Settlement Administrator shall send written notice of the decision
12 on any such dispute to the Class Member, to Class Counsel, and counsel for Defendant within 10
13 calendar days of receipt of the Workweeks Dispute.

14 Irrespective of how any Workweeks Dispute is resolved, the Gross Settlement Amount shall
15 not increase, subject to Paragraph VII (B) above.

16 Should any Class Member timely submit a timely Workweeks Dispute with a deficiency,
17 the Settlement Administrator shall, within five calendar days of receipt, send a deficiency notice.
18 The deficiency notice will provide the Class Member the later of the Response Deadline or 14
19 calendar days from the mailing of the deficiency notice to postmark a written response to cure all
20 deficiencies. The failure of a Class Member to timely respond to a notice of deficiency shall
21 invalidate the dispute, unless all Parties' counsel agree in writing to allow the dispute.

22 **XII. COMPUTATION AND DISTRIBUTION OF PAYMENTS**

23 **A. Distribution Formula**

24 Settlement Class Members (i.e., Class Members who do not opt out of the Settlement) will
25 receive a lump sum payment as good and valuable consideration for the waiver and release of
26 Released Claims set forth in Section VII(A), above, in an amount determined by the Settlement
27 Administrator in accordance with the provisions of this Agreement.

28 Each Settlement Class Member's Individual Settlement Payment will be determined as

1 follows:

- 2 1. Defendant will calculate the total number of Workweeks of each Settlement Class
3 Member during the Class Period.
- 4 2. The value of each Workweek shall be determined by the Settlement Administrator
5 by dividing the Net Settlement Fund by the total number of Workweeks of all
6 Settlement Class Members ("Workweek Point Value").
- 7 3. Each Settlement Class Member's Workweeks will be multiplied by the Workweek
8 Point Value to derive his or her Individual Settlement Payment. Individual
9 Settlement Payments for each Settlement Class Member will be reduced by any
10 required legal deductions for the employee's share of taxes and withholdings on the
11 wages portion of the Individual Settlement Payments.

12 **B. Funding of Settlement**

13 Within 30 calendar days following the Effective Date, Defendant will deposit the Settlement
14 Payment equal to the Gross Settlement Amount into an interest-bearing account established by the
15 Settlement Administrator. At no time prior to the Effective Date shall Defendant be required to
16 escrow any portion of the Settlement Amount.

17 **C. Time for Distribution**

18 The Settlement Administrator shall cause the Gross Settlement Amount (inclusive of the
19 Net Settlement Fund, the Court-approved Attorneys' Fees and Litigation Costs to Class Counsel,
20 Service Award Payment to Plaintiff, Court-approved Administration Costs to the Settlement
21 Administrator, the LWDA Payment, and the PAGA Payment to PAGA Group Members) to be
22 distributed within 10 calendar days following the funding of the settlement.

23 If an Individual Settlement Payment check is returned to the Settlement Administrator as
24 undeliverable, the Settlement Administrator shall promptly attempt to obtain a valid mailing
25 address through the United States Postal Service NCOA database and, if another address is
26 identified, shall mail the check to the newly identified address.

27 Any checks issued by the Settlement Administrator to Settlement Class Members and
28 PAGA Group Members will be negotiable for 180 calendar days. If a Settlement Class Member or

1 PAGA Group Member does not cash his or her settlement check within 180 days, the uncashed
2 funds, subject to Court approval, shall be provided to the California Unclaimed Property Fund,
3 pursuant to California Civil Procedure Code § 384. The Individual Settlement Payment provided
4 to Settlement Class Members and PAGA Group Members shall prominently state the expiration
5 date or contain a statement that the settlement check will expire in 180 days, or alternatively, such
6 a statement may be made in a letter accompanying the Individual Settlement Payment. Expired
7 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
8 by the Parties in writing. The Parties agree no unclaimed funds will result from the Settlement.
9 This Settlement shall be a non-reversionary Settlement.

10 The Parties each represent that they do not have any financial interest in the California
11 Unclaimed Property Fund or otherwise have a relationship with the California Unclaimed Property
12 Fund that could create a conflict of interest.

13 **XIII. NO CONTRIBUTIONS TO EMPLOYEE BENEFIT PLAN**

14 The amounts paid under this Agreement do not represent a modification of any previously
15 credited hours of service under any employee benefit plan, policy, or bonus program sponsored by
16 Defendant, including, without limitation, all plans subject to the Employee Retirement and Income
17 Security Act of 1974 (“ERISA”). Such amounts will not form the basis for additional contributions
18 to, benefits under, or any other monetary entitlement under, benefit plans (self-insured or not)
19 sponsored by Defendant, policies, or bonus programs. Any payments made under the terms of this
20 Settlement shall not be applied retroactively, currently, or on a going-forward basis as salary,
21 earnings, wages, or any other form of compensation for the purposes of Defendant’s benefit plan,
22 policy, or bonus program. Defendant retains the right to modify the language of its benefit plan,
23 policies, and bonus programs to effect this intent and to make clear that any amounts paid pursuant
24 to this Settlement are not for “hours worked,” “hours paid,” “hours of service,” or any similar
25 measuring term as defined by applicable plans, policies, and bonus programs for purpose of
26 eligibility, vesting, benefit accrual, or any other purpose, and that additional contributions or
27 benefits are not required by this Settlement.

28 For purposes of this Agreement, “benefit plan” means each and every “employee benefit

plan,” as defined in 29 U.S.C. § 1002(3), and, even if not thereby included, any 401(k) plan, bonus, pension, stock option, stock purchase, stock appreciation, welfare, profit sharing, retirement, disability, vacation, severance, hospitalization, insurance, incentive, deferred compensation, or any other similar benefit plan, practice, program, or policy.

XIV. CLASS COUNSEL ATTORNEYS’ FEES AND LITIGATION COSTS

Concurrently with the joint Motion for Final Approval Order, Class Counsel shall file a motion for Court approval of Attorneys’ Fees. Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of 33% of the Gross Settlement Amount (i.e., \$200,000) for all past and future attorneys’ fees necessary to prosecute, settle, and administer the Litigation and this Settlement (“Attorneys’ Fees”). Additionally, Defendant shall not oppose an application by Class Counsel for, and Class Counsel shall not seek or receive an amount in excess of, \$30,000, which represents all past and future litigation costs and expenses necessary to prosecute, settle, and administer the Litigation and this Settlement (“Litigation Costs”). The Parties agree that the Court may require specific documentation from Class Counsel to support their request for Attorneys’ Fees and Litigation Costs. Any Attorneys’ Fees or Litigation Costs awarded to Class Counsel by the Court as part of the Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the Net Settlement Fund. The “future” aspect of these amounts includes, without limitation, all time and expenses expended by Class Counsel in preparing the Settlement and securing preliminary and final approval (including any appeals therein). There will be no additional charge of any kind to either the members of the Class or the PAGA Group or request for additional consideration from Defendant for such work. The Attorneys’ Fees and Litigation Costs shall include all attorneys’ fees, litigation costs, and expenses for which Plaintiff and Class Counsel could claim under any legal theory whatsoever with respect to the Litigation. Within 10 calendar days following the funding of the settlement, the Settlement Administrator shall disburse payment to Class Counsel from the Gross Settlement Amount for the Court-approved Attorneys’ Fees and Litigation Costs. Should the Court approve a lesser percentage or amount of Attorneys’ Fees and/or Litigation Costs than the amount that Class Counsel ultimately seeks, then any such unapproved portion or portions shall become

1 part of the Net Settlement Fund to be distributed to Settlement Class Members on a *pro rata* basis.
2 The amount of attorneys' fees and costs approved by the Court is not a material term of this
3 Agreement. Thus, if the Court approves a lesser amount than what Class Counsel seeks, Plaintiff
4 and Class Counsel shall have no basis to abrogate this Agreement based on the Court's decision.

5 Prior to receiving payment of the Attorneys' Fees and Litigation Costs, Class Counsel shall
6 inform the Settlement Administrator of its choice of the allocation of Attorneys' Fees and Litigation
7 Costs between the two law firms representing the Settlement Class Members.

8 **XV. SERVICE AWARD PAYMENT TO PLAINTIFF**

9 Defendant shall not oppose an application by Plaintiff, and Plaintiff shall not seek or receive
10 an amount, in excess of \$10,000 for her participation in and assistance with the Litigation ("Service
11 Award Payment"). Any Service Award Payment awarded to Plaintiff by the Court as part of the
12 Settlement shall be deducted from the Gross Settlement Amount for the purpose of determining the
13 Net Settlement Fund and shall be reported on IRS Form 1099. If the Court approves an service
14 award payment of less than \$10,000 to Plaintiff, then the unapproved portion shall become part of
15 the Net Settlement Fund to be distributed to Settlement Class Members on a *pro rata* basis. In
16 exchange for the Service Award Payment, Plaintiff shall release all claims she has or could have
17 asserted against Defendant (aside from those asserted in Plaintiff's Charge, which are being
18 released in a separate agreement), and waive the protection of California Civil Code § 1542. The
19 amount of a Service Award Payment approved by the Court is not a material term of this
20 Agreement. Thus, if the Court approves a lesser amount than what Plaintiff seeks, Plaintiff and
21 Class Counsel shall have no basis to abrogate this Agreement based on the Court's decision.

22 **XVI. TAXATION AND ALLOCATION**

23 The Parties agree that all employment taxes and other legally required withholdings will be
24 withheld from payments to the Settlement Class Members and Plaintiff based on the Parties'
25 stipulated allocation of the Net Settlement Fund as provided for in this Section.

26 For withholding tax characterization purposes and payment of taxes, the Individual
27 Settlement Payments to Settlement Class Members shall be characterized as 10% wages subject to
28

1 a Form W-2 and 90% penalties and interest subject to a Form 1099. The Individual PAGA
2 Payments shall be characterized as 100% penalties subject to a Form 1099.

3 Forms W-2 and/or Forms 1099 will be distributed at times and in the manner required by
4 the Internal Revenue Code of 1986 (the "Code") and consistent with this Agreement, by the
5 Settlement Administrator, who shall setup a Qualified Settlement Fund as defined by the Code and
6 shall establish its own taxpayer identification number. If the Code, the regulations promulgated
7 thereunder, or other applicable tax law is changed after the date of this Agreement, the processes
8 set forth in this Section may be modified in a manner to bring Defendant into compliance with any
9 such changes.

10 The employer's share of payroll taxes and contributions on the wages portion of Individual
11 Settlement Payments will be paid by Defendant in addition to and not as a deduction from the Gross
12 Settlement Amount.

13 Neither Class Counsel nor Defendant's counsel intend anything contained in this Settlement
14 to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied
15 upon as such within the meaning of United States Treasury Department Circular 230 (31 C.F.R.
16 Part 10, as amended) or otherwise.

17 **XVII. PAGA ALLOCATION**

18 In order to implement the terms of this Settlement and to settle claims alleged under the
19 Private Attorneys General Act, California Labor Code section 2698 *et seq.* ("PAGA"), the Parties
20 agree to allocate \$15,000 from the Gross Settlement Amount as penalties authorized by the PAGA
21 ("PAGA Penalties"). The PAGA Penalties shall be distributed as follows: 75% of the PAGA
22 penalties, which is \$11,250, will be distributed to the LWDA, and the remaining 25% of PAGA
23 penalties, which is \$3,750, will be distributed on a pro-rata basis to the PAGA Group Members.
24 The 25% of PAGA penalties to the PAGA Group Members (the combined total of the Individual
25 PAGA Payments) shall be distributed as follows:

- 26 1. Defendant will calculate the total number of pay periods worked by each PAGA
27 Group Member during the PAGA Period.
28

1 2. The value of each pay period shall be determined by the Settlement Administrator by
2 dividing the \$3,750 portion of the PAGA penalties by the total number of pay periods
3 of all PAGA Group Members (“Pay Period Point Value”).

4 3. Each PAGA Group Member’s pay periods will be multiplied by the Pay Period Point
5 Value to derive his or her Individual PAGA Payment.

6 Within 10 calendar days following the payment funding the Settlement, the Settlement
7 Administrator shall disburse the LWDA Payment to the LWDA and the Individual PAGA
8 Payments to the PAGA Group Members, and Plaintiff’s Counsel will provide notice to the LWDA
9 of the fact that the Settlement has been approved by the Court along with a copy of the Final
10 Approval Order through the appropriate LWDA/DIR website.

11 PAGA Group Members shall receive their portion of the PAGA Payment regardless of their
12 decision to opt-out of the class settlement.

13 If more cost-effective or efficient for the Settlement Administrator, the payment to each
14 Settlement Class Member and the payment to each PAGA Group Member may be combined in a
15 single check, rather than separate checks.

16 **XVIII. COURT APPROVAL**

17 This Agreement and the Settlement is contingent upon final approval by the Court and entry
18 of judgment. Plaintiff and Defendant agree to take all steps as may be reasonably necessary to
19 secure both preliminary approval and final approval of the Settlement, to the extent not inconsistent
20 with the terms of this Agreement, and the Parties agree they will not take any action adverse to each
21 other in obtaining approval by the Court of the Settlement in all respects. Plaintiff and Defendant
22 expressly agree that they will not file any objection or appeal to the terms of the Settlement or assist
23 or encourage any person or entity to file any such objection.

24 In the event it becomes impossible to secure approval of the Settlement, the Parties shall be
25 restored to their respective positions in the Litigation, as of the date on which the Settlement was
26 reached.

27 **XIX. MISCELLANEOUS PROVISIONS**

28 **A. Interim Stay of Litigation**

1 Plaintiff and Defendant agree to stay all proceedings in the Litigation, including with respect
2 to California Code of Civil Procedure Section 583.310, except such proceedings necessary to
3 implement and complete the Settlement, pending Final Approval of the Settlement by the Court.

4 **B. Interpretation of the Agreement**

5 This Agreement constitutes the entire agreement between Plaintiff and Defendant. Except
6 as expressly provided herein, this Agreement has not been executed in reliance upon any other
7 written or oral representations or terms, and no such extrinsic oral or written representations or
8 terms shall modify, vary, or contradict its terms. In entering into this Agreement, the Parties agree
9 that this Agreement is to be construed according to its terms and may not be varied or contradicted
10 by extrinsic evidence. The Agreement will be interpreted and enforced under the laws of the State
11 of California, both in its procedural and substantive aspects, without regard to its conflict of laws
12 provisions. Any claim arising out of or relating to the Agreement, or the subject matter hereof, will
13 be resolved solely and exclusively in the Superior Court of the State of California for the County
14 of Placer, and Plaintiffs and Defendant hereby consent to the personal jurisdiction of the Court over
15 them solely in connection therewith. Plaintiff, on her own behalf and on behalf of the Class and all
16 PAGA Group Members, and Defendant participated in the negotiation and drafting of this
17 Agreement and had available to them the advice and assistance of independent counsel. As such,
18 neither Plaintiff nor Defendant may claim that any ambiguity in this Agreement should be construed
19 against the other.

20 The terms and conditions of this Agreement constitute the exclusive and final understanding
21 and expression of all agreements between Plaintiff and Defendant with respect to the Settlement.

22 **C. Further Cooperation**

23 Plaintiff and Defendant and their respective attorneys shall proceed diligently to prepare
24 and execute all documents, to seek the necessary approvals from the Court, and to do all things
25 reasonably necessary or convenient to consummate the Agreement as expeditiously as possible.

26 **D. Confidentiality of Documents**

27 After the expiration of any appeals period, Plaintiff, the Settlement Administrator, and Class
28 Counsel shall maintain the confidentiality of all documents, deposition transcripts, declarations and

1 other information obtained in the Litigation, unless necessary for appeal or such documents are
2 ordered to be disclosed by the Court or by a subpoena.

3 **E. Neutral Employment Reference**

4 Defendant agrees that it will adopt a neutral reporting policy regarding any future
5 employment references related to Plaintiff. In the event that any potential or future employers of
6 Plaintiff request a reference regarding Defendant's employment of Plaintiff, Defendant shall only
7 provide the requested dates of employment and job titles during Plaintiff's employment.
8 Defendant shall not refer to the Action or this Settlement. Defendant is only authorized to provide
9 this information in writing, in response to a written request, based on Defendant's existing
10 procedures. Any oral statement or reference concerning Plaintiff shall not be considered to be made
11 on behalf of Defendant or the Releasees.

12 **F. Counterparts**

13 The Agreement may be executed in one or more actual or non-original counterparts, all of
14 which will be considered one and the same instrument and all of which will be considered duplicate
15 originals.

16 **G. Authority**

17 Each individual signing below warrants that he or she has the authority to execute this
18 Agreement on behalf of the party for whom or for which that individual signs.

19 **H. [intentionally blank]**

20 **I. Modification**

21 This Agreement may not be changed, altered, or modified, except in a writing signed by the
22 counsel for the Parties, and approved by the Court. Notwithstanding the forgoing, the Parties agree
23 that any dates contained in this Agreement may be modified by agreement of counsel for the Parties
24 in writing without approval by the Court, if the Parties agree and cause exists for such modification.
25 This Agreement may not be discharged except by performance in accordance with its terms or by
26 a writing signed by the Parties.

27 **J. Deadlines Falling on Weekends or Holidays**

1 To the extent that any deadline set forth in this Agreement falls on a Saturday, Sunday, or
2 legal holiday, that deadline shall be continued until the following business day.

3 **K. California Law Governs**

4 All terms of this Settlement Agreement and exhibits hereto will be governed and interpreted
5 according to the laws of the State of California, without regard to its choice of law provisions.

6 **L. Severability**

7 In the event that any one or more of the provisions contained in this Agreement shall for
8 any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or
9 unenforceability shall in no way effect any other provision, if Defendant's Counsel and Class
10 Counsel, on behalf of the Parties, the PAGA Group Members, and the Settlement Class, mutually
11 elect in writing to proceed as if such invalid, illegal, or unenforceable provision had never been
12 included in this Agreement.

13 **M. Binding on Successors and Assigns**

14 This Settlement Agreement will be binding upon, and inure to the benefit of, the successors
15 or assigns of the Parties, the Releasees, the Settlement Class Members, and the PAGA Group
16 Members.

17 **N. Waiver**

18 No waiver of any condition or covenant contained in this Settlement Agreement or failure
19 to exercise a right or remedy by any of the Parties hereto will be considered to imply or constitute
20 a further waiver by such party of the same or any other condition, covenant, right, or remedy. No
21 conduct or prior practice shall constitute a waiver, unless there is a written statement that a
22 particular term has been waived.

23 **O. Enforcement Action**

24 In the event that one or more of the Parties institutes any legal action or other proceeding
25 against any other Party or Parties to enforce the provisions of this Settlement or to declare rights
26 and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover
27 from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness
28 fees incurred in connection with any enforcement actions.

1 **P. Mutual Preparation**

2 The Parties have had a full opportunity to negotiate the terms and conditions of this
3 Agreement. Accordingly, this Agreement will not be construed more strictly against one Party than
4 another merely by virtue of the fact that it may have been prepared by counsel for one of the Parties,
5 it being recognized that, because of the arms-length negotiations between the Parties, all Parties
6 have contributed to the preparation of this Settlement Agreement.

7 **Q. Representation by Counsel**

8 The Parties acknowledge that they have been represented by counsel throughout all
9 negotiations that preceded the execution of this Agreement, and that this Agreement has been
10 executed with the consent and advice of counsel and reviewed in full. Further, Plaintiffs and Class
11 Counsel warrant and represent that there are no liens on the Agreement.

12 **R. Binding Agreement**

13 The Parties warrant that they understand and have full authority to enter into this Settlement,
14 and further intend that this Settlement Agreement will be fully enforceable and binding on all
15 Parties and the Releasees, the Settlement Class Members, and the PAGA Group Members, and the
16 Parties agree that it will be admissible and subject to disclosure in any proceeding to enforce its
17 terms, notwithstanding any settlement confidentiality provisions that otherwise might apply under
18 federal or state law.

19 **S. Waiver of Right To Object By Plaintiff**

20 Plaintiff agrees to sign this Agreement, and by signing this Agreement, she is thereby bound
21 by the terms of this Agreement. Plaintiff further agrees that she shall not object to any of the terms
22 of this Agreement.

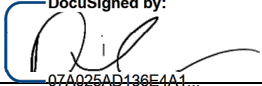
23 **T. No Media Announcements**

24 Neither side shall make any public statements to the news, print, electronic, or Internet
25 media concerning the Settlement, and both sides shall decline to respond to media inquiries
26 concerning the Settlement. Class Counsel shall not publicize the settlement in their marketing
27 materials, website, or other advertising media. Nothing in this Agreement shall bar Class Counsel
28 from placing in their marketing materials, website, or other advertising media a comment that Class

1 Counsel secured payment for their clients, so long as any such comment does not mention the name
2 of this case, the name of any of its Parties or Class Members, or the identity of Defendant's Counsel.

3 Date: 3/12/2024
4 , 2024

DINA SERRIEH, on behalf of herself and all
others similarly situated

5 DocuSigned by:
6 
7 DINA SERRIEH, Plaintiff

8 Date: March 13
9 , 2024

JILL ACQUISITION LLC, Defendant

10 DocuSigned by:
11 kathleen Stevens
12 6EEBE59CADE2428...

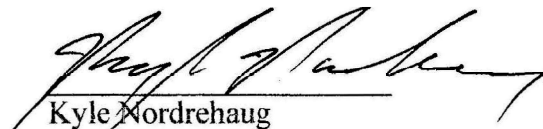
13 Name: kathleen Stevens

14 Position: General Counsel
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 APPROVED AS TO FORM:

2 Date: March 12, 2024

3 BLUMENTHAL NORDREHAUG BHOWMIK
4 DE BLOUW LLP

5 

6 Kyle Nordrehaug
7 *Attorneys for Plaintiff and Proposed Class*
8 Counsel

9
10 Date: March 12, 2024

11 CASTLE LAW: CALIFORNIA
12 EMPLOYMENT COUNSEL, PC

13 

14 Timothy B. Del Castillo
15 Kent L. Bradbury
16 *Attorneys for Plaintiff and Proposed Class*
17 Counsel

18 Date: March 13, 2024

19 SEYFARTH SHAW LLP

20 

21 Jon D. Meer
22 *Attorneys for Defendant*