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individually and on behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ELIZABETH GURUMDZHYAN,
individually and on behalf of all others
similarly situated,

Plaintiff,
v. ALL WORKS, INC.; CHRISTIAN DIOR
PERFUMES LLC; and DOES 1 through 20,
inclusive,

Defendants.

Case No. 23STCV01751

**AMENDED JOINT STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE**

First Amended Complaint Filed: July 24,
2023

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1 This Joint Stipulation of Class Action Settlement and Release (the “Agreement” or
2 “Settlement Agreement”) is made and entered into by and between Plaintiff Elizabeth
3 Gurumdzhyan (“Plaintiff”), as an individual and on behalf of all others alleged to be similarly
4 situated, and Defendants AllWork, Inc. (“AllWork”) and Christian Dior Perfumes LLC (“Dior”) (collectively, “Defendants”). (Plaintiff and Defendants each a “Party” and collectively the
5 “Parties”). Except as otherwise specified, defined terms shall have the meanings set forth in the
6 Recitals and Section 1 of this Agreement.
7

8 RECITALS

9 A. Plaintiff initiated the above-captioned lawsuit by filing a Class Action Complaint
10 against Defendants on or about January 27, 2023, in the Superior Court for the County of Los
11 Angeles (“Court”), Case No. 23STCV01751 (the “Action”). Plaintiff filed a First Amended
12 Representative and Class Action Complaint on or about July 24, 2023 (the “First Amended
13 Complaint”). The First Amended Complaint asserts causes of action for alleged (1) failure to pay
14 minimum wages, citing California Labor Code sections 1194, 1194.2, 1197, and applicable Wage
15 Orders; (2) failure to pay overtime wages, citing California Labor Code sections 510, 1194, 1198,
16 and applicable Wage Orders; (3) failure to provide meal periods, citing California Labor Code
17 sections 226.7, 512, and applicable Wage Orders; (4) failure to provide rest breaks, citing
18 California Labor Code section 226.7 and applicable Wage Orders; (5) failure to provide accurate
19 wage statements, citing California Labor Code section 226; (6) failure to pay timely during
20 employment, citing California Labor Code sections 204 and 210; (7) failure to pay all wages due
21 upon separation of employment, citing California Labor Code sections 201, 202, and 203; (8)
22 unlawful and/or unfair business practices under California Business & Professions Code
23 section 17200, *et seq.* (“UCL”); and (9) violation of the Private Attorney General Act (“PAGA”),
24 California Labor Code section 2698, *et seq.* Plaintiff’s First Amended Complaint asserted these
25 claims on behalf of an alleged class and PAGA group consisting of non-exempt employees
26 working for Defendants in the state of California and sought alleged unpaid or underpaid
27 compensation, including for unpaid wages, unreimbursed expenses, restitution, liquidated
28 damages, statutory and civil penalties, attorneys’ fees, costs, and interest.

1 C. Thereafter, Plaintiff and Defendants engaged in informal discovery, including the
2 exchange of documents and data, including information regarding Plaintiff's employment and a
3 sampling of wage statements and timesheets for and policies applicable to Class Members (defined
4 below) during the relevant period.

5 D. On September 13, 2023, the Parties participated in an all-day remote mediation
6 before Michael Loeb, a well-respected mediator with significant experience mediating
7 employment wage-and-hour class actions. After a full day of mediation, the Parties agreed to the
8 material terms of this Agreement, which was documented in a signed Memorandum of
9 Understanding.

10 F. At all times, Defendants have denied and continue to deny any wrongdoing and deny
11 that they committed, threatened, or attempted to commit, any of the wrongful acts or violations of
12 law or duty alleged in the First Amended Complaint or the Action, and instead contend that
13 Defendants have acted properly and lawfully. Defendants also deny that Plaintiff or any of the Class
14 Members are entitled to any form of wages, damages, penalties, interests, attorneys' fees, costs, or
15 any relief whatsoever (at law or at equity) based on the conduct alleged in the First Amended
16 Complaint or the Action. In addition, Defendants maintain that they have meritorious defenses to
17 the claims alleged in the First Amended Complaint and the Action, and that they are prepared to
18 vigorously defend the Action. Nonetheless, taking into account the uncertainty, costs, and risks
19 inherent in litigation, Defendants have concluded that defense of the claims asserted in the First
20 Amended Complaint and the Action would be burdensome and expensive, and that it is desirable
21 and beneficial to fully and finally settle and terminate the Action in the manner and upon the terms
22 and conditions set forth in this Agreement.

23 G. Plaintiff believes that the claims asserted in the Action have merit. Nonetheless,
24 Plaintiff and her counsel, Kashif Haque, Jessica L. Campbell, and Kristy Connolly of Aegis Law
25 Firm, PC ("Class Counsel"), recognize and acknowledge the expense and length of continued
26 prosecution of the Action against Defendants through trial and any subsequent appeals. Plaintiff
27 and Class Counsel have also taken into account the uncertain outcome and risks of litigation,
28 especially in complex actions, as well as the difficulties and delays inherent in such litigation. Based

1 on their evaluation, Class Counsel have concluded that the terms and conditions of this Settlement
2 Agreement are fair, reasonable, and adequate to the Class, and that it is in the best interests of the
3 Class to settle the claims alleged in the First Amended Complaint and the Action pursuant to the
4 terms and provisions of this Settlement Agreement.

5 H. The Gross Settlement Amount was negotiated and agreed-upon by the Parties. The
6 Gross Settlement Amount is the maximum amount to be paid by Defendants as a result of this
7 Settlement, except as expressly provided in Section 6.2. The value of the Gross Settlement
8 Amount was expressly negotiated to account for and cover the payment of the Class
9 Representative Enhancement Payment, the Settlement Administration Costs to the Settlement
10 Administrator, the Class Counsel Award to Class Counsel, the LWDA Payment, and, as described
11 in Section 7.1, all payments to Settlement Class Members (all capitalized terms defined below).
12 In no event shall Defendants be required to pay more than the Gross Settlement Amount, except
13 as expressly provided in Section 6.2. Defendants shall separately pay any employer payroll taxes
14 owed on the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

15 I. This Agreement is made and entered into by and between Plaintiff, individually
16 and on behalf of all others alleged to be similarly situated, on the one hand, and Defendants, on
17 the other hand, and is subject to the terms and conditions herein and the Court's approval. The
18 Parties expressly acknowledge that this Agreement is entered into solely for the purpose of
19 compromising significantly disputed complex claims and that nothing herein is an admission of
20 liability or wrongdoing by Defendants. The Agreement's provisions, and all related drafts,
21 communications and discussions, cannot be construed as or deemed to be evidence of an admission
22 or concession of any point of fact or law by any person or entity and cannot be offered or received
23 into evidence or requested in discovery in this Action or any other action or proceeding as evidence
24 of an admission or concession. If for any reason the Agreement is not approved by the Court, it
25 will be of no force or effect.
26
27
28

AGREEMENT

1. DEFINITIONS

The following defines terms that are not defined above. Some definitions use terms that are defined later in this Section:

1.1 “Class” shall refer to the following group of individuals: “All California citizens currently or formerly jointly employed by Defendants as non-exempt employees in the State of California at any time between September 1, 2022 and the date of preliminary approval or December 31, 2023, whichever date is earlier.” “Class Member(s)” refers to a member(s) of the Class.

1.2 “Settlement Administrator” means Apex Class Action LLC, the third-party class action settlement administrator mutually agreed to by the Parties for the purposes of administering this Settlement. The Parties will each ensure and represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

1.3 “Settlement Administration Costs” means the costs payable to the Settlement Administrator for all fees and expenses reasonably and necessarily incurred as a result of administering this Settlement, including, but not limited to, the cost of providing notice of the proposed settlement to the Class, the cost of administering the settlement and any settlement fund created as a result of this Agreement. The Settlement Administration Costs are estimated to not exceed \$6,500.00 and shall be payable from, and not in addition to, the Gross Settlement Amount.

1.4 “Class Counsel” means Kashif Haque, Jessica L. Campbell, and Kristy R. Connolly of Aegis Law Firm, PC.

1.5 “Class Counsel Award” means the amount awarded by the Court pursuant to this Agreement to Class Counsel for reasonable attorneys’ fees and reimbursement of litigation costs and expenses incurred in connection with the litigation and resolution of this Action, including, but not limited to, costs associated with documenting the Agreement, securing the Court’s approval of the Agreement, administering the Agreement, and expenses for any experts or

consultants. The Class Counsel Award shall be paid from, and not in addition to, the Gross Settlement Amount.

1.6 “Class List” means a list of the Class Members formatted in Microsoft Office Excel and shall include each Class Member’s: full name; mailing address and telephone number last known to Defendants; Social Security number; and estimated number of Workweeks worked by the Class Member for Defendants during the Class Period. The Settlement Administrator will treat the Class List as confidential, and the Class List shall not be used for any purpose other than as set forth herein. The Settlement Administrator shall not disclose the Class List to Class Counsel or any other person or entity.

1.7 “Class Period” refers to the period of time from September 1, 2022 through the date the Court grants preliminary approval of the Settlement or December 31, 2023, whichever is earlier.

1.8 “Class Representative Enhancement Payment” means the amount to be awarded by the Court pursuant to this Agreement to be paid to Plaintiff in recognition of her effort and work in prosecuting the Action on behalf of the Class Members and others similarly situated, and the associated risks of acting as a class representative. The Class Representative Enhancement Payment shall be reported on an IRS Form 1099.

1.9 “Class Settlement” means the settlement and resolution of the Released Claims, except the PAGA Release.

1.10 “Complaint” means both the First Amended Complaint filed by Plaintiff on or about July 24, 2023 (which is attached to this Settlement Agreement as **Exhibit A**).

1.11 “Defendants’ Counsel” shall mean Cooley LLP on behalf of Defendant AllWork and Holland & Knight LLP on behalf of Defendant Dior.

1.12 “Effective Date” means sixty-one (61) calendar days plus two court days after the entry of the Final Approval Order and Judgment. However, in the event that an appeal or other effort to obtain reconsideration or review has been initiated, the “Effective Date” shall instead mean two court days after the date that such appeal or other reconsideration or review has been finally concluded in favor of the Final Approval Order and Judgment and the Final Approval Order and

Judgment is no longer subject to review, whether by appeal, petitions for rehearing, petitions for rehearing en banc, petitions for certiorari, or otherwise.

1.13 “Fairness Hearing” means the hearing at which the Court decides whether to enter the Final Approval Order and Judgment.

1.14 “Final Approval Order and Judgment” means an order finally approving the Settlement as being fair, reasonable and adequate and certifying the Class. The proposed Final Approval Order and Judgment submitted to the Court for its approval shall be substantially similar to the form attached to this Settlement Agreement as **Exhibit D**.

1.15 “Gross Settlement Amount” means a non-reversionary common fund in the amount of one hundred sixty-seven thousand five hundred dollars and no cents (\$167,500.00), which includes the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the PAGA Penalty Amount, all settlement payments to Settlement Class Members, and the Class Representative Enhancement Payment. Defendants shall separately pay any employer payroll taxes owed on the Wage Portions (as defined in Section 7.1) of the Individual Settlement Amounts.

1.16 “Individual Settlement Amount” means the amount paid in settlement hereunder to each Settlement Class Member as determined pursuant to the terms set forth in Section 7.1.

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

1.18 “LWDA Payment” means seventy-five percent (75%) of the PAGA Penalty Amount, or twelve thousand five hundred and sixty-two dollars and fifty cents (\$12,562.50), to be paid to the LWDA.

1.19 “Net Settlement Fund” means the Gross Settlement Amount less the Class Counsel Award to Class Counsel, all Settlement Administration Costs, the Class Representative Enhancement Payment, the LWDA Payment, and the PAGA Group Amount. To the extent the Court does not approve the full requested Class Counsel Award to Class Counsel, the Class Representative Enhancement Payment, or Settlement Administration Costs, the Net Settlement Fund will increase. Settlement payments to Settlement Class Members will come out of the Net Settlement Fund.

1 **1.20** “Notice” or “Class Notice” means the notice of the proposed Settlement terms, as
2 approved by Class Counsel, Defendants’ Counsel, and the Court, to be provided to Class Members.
3 The Class Notice must be substantially similar to the form attached as **Exhibit C** and contain: (a)
4 information regarding the nature of the Action, (b) a summary of the terms of the Agreement, (c)
5 the definition of the Class, (d) the formula for calculating the Net Settlement Fund (including the
6 amounts sought for the Class Counsel Award, Class Representative Enhancement Payment,
7 Settlement Administration Costs and the LWDA Payment) and Individual Settlement Amounts, (e)
8 the individual Class Member’s estimated number of Workweeks worked for Defendants during the
9 Class Period and Gross Allocated Amount (as defined in Section 7.1), (f) the dates which comprise
10 the Class Period, (g) instructions on how to submit a Workweek Dispute, Request for Exclusion,
11 or Objection, and (h) the deadlines by which Workweek Disputes, Requests for Exclusion, or
12 Objections to the Agreement must be submitted to the Settlement Administrator.

13 **1.21** “Objection” means a Class Member’s valid and timely written objection to the
14 Settlement Agreement. For the Objection to be valid, it must: (a) state the case name and number
15 of the Action, (b) contain the Class Member’s name, current mailing address, most current
16 telephone number, and last four digits of their Social Security number, (c) state the basis for the
17 objection, (d) be signed by the Class Member, (e) be submitted to the Settlement Administrator
18 at the address specified in the Class Notice; and (f) be submitted with proof of the submission
19 date (such as a U.S. Postal Service postmark or another delivery service date stamp) on or before
20 the Response Deadline. If the Class Member intends to speak at the Fairness Hearing, they must
21 file a notice of intention to appear with the Court and provide a copy of this notice and their
22 Objection to counsel for both Parties. Notwithstanding the requirement in the preceding sentence,
23 any Settlement Class Member will be permitted to appear and speak at the Fairness Hearing in
24 order to have an Objection heard by the Court.

25 **1.22** “PAGA Group” shall mean all Class Members and thus refer to the following group
26 of individuals: “All California citizens currently or formerly jointly employed by Defendants as
27 non-exempt employees in the State of California at any time between September 1, 2022 and the
28 date of preliminary approval or December 31, 2023, whichever date is earlier.”

1 **1.23** “PAGA Group Amount” means twenty-five percent (25%) of the PAGA Penalty
2 Amount, or four thousand one hundred and eighty-seven dollars and fifty cents (\$4,187.50), to be
3 distributed and paid to the PAGA Group by the Settlement Administrator pursuant to Sections
4 7.2 and 7.3.

5 **1.24** “PAGA Penalty Amount” means sixteen thousand seven hundred and fifty dollars
6 and no cents (\$16,750.00) to be paid to settle any and all claims for which penalties under PAGA
7 may be sought or are otherwise available, as set forth in Section 2.5 of this Agreement.

8 **1.25** “Preliminary Approval Order” means the Court order granting preliminary
9 approval of the Settlement Agreement. The proposed Preliminary Approval Order submitted to
10 the Court for its approval shall be substantially similar to the form attached to this Settlement
11 Agreement as **Exhibit B**.

12 **1.26** “QSF” means the “Qualified Settlement Fund” which is an interest-bearing account
13 designated and controlled by the Settlement Administrator as described in Section 2.1.

14 **1.27** “Class Released Claims” means all claims that were alleged, or reasonably could
15 have been alleged, based on the facts stated in the First Amended Complaint or operative complaint
16 in the Action, letter(s) sent by Plaintiff to the LWDA, and ascertained in the course of the Action
17 including any and all claims involving any alleged: failure to pay minimum wages; failure to pay
18 overtime wages; failure to provide meal periods; failure to permit rest breaks; failure to provide
19 accurate itemized wage statements; failure to pay wages timely during employment; failure to pay
20 all wages due upon separation of employment; and violation of Business and Professions Codes
21 sections 17200 et seq. “Class Released Claims” do not include claims covered under the PAGA
22 Release.

23 **1.28** “Released Parties” means Defendants and each of their respective current or former
24 directors, officers, members, administrators, agents, insurers, beneficiaries, trustees, employee
25 benefit plans, representatives, servants, employees, attorneys, parents, subsidiaries, affiliates,
26 divisions, branches, units, shareholders, investors, contractors, successors, joint venturers,
27 predecessors, related entities, and assigns, and all other individuals and entities acting on their
28 behalf.

1 **1.29** “Releasing Parties” means Plaintiff and all Settlement Class Members, and each
2 of their successors, assigns, legatees, heirs, and personal representatives.

3 **1.30** “Request for Exclusion” means a timely and valid written request submitted by a
4 Class Member indicating that they request to be excluded from the Class Settlement. The Request
5 for Exclusion must: (a) state the case name and number of the Action, (b) set forth the name,
6 address, and telephone number of the Class Member requesting exclusion; (c) be signed by the
7 Class Member; (d) be addressed to the Settlement Administrator; and (e) be postmarked on or
8 before the Response Deadline.

9 **1.31** “Response Deadline” means the deadline by which Class Members must submit
10 to the Settlement Administrator valid Workweek Disputes, Requests for Exclusion, or Objections
11 to the Agreement. Workweek Disputes, Requests for Exclusion, and Objections to the Agreement
12 must be submitted with proof of the submission date (such as a U.S. Postal Service postmark or
13 another delivery service date stamp) on or before the Response Deadline. The Response Deadline
14 shall be forty-five (45) calendar days from the initial mailing of the Class Notice to Class
15 Members pursuant to Section 4. In the event of a re-mailed Class Notice, the Response Deadline
16 will be extended an additional fifteen (15) calendar days for that individual Class Member.

17 **1.32** “Settlement Class Member(s)” means a Class Member who has not opted out of the
18 Class Settlement by submitting a valid and timely Request for Exclusion.

19 **1.33** “Workweek Dispute” means the written letter that a Class Member must submit to
20 the Settlement Administrator with proof of the submission date (such as a U.S. Postal Service
21 postmark or another delivery service date stamp) on or before the Response Deadline, if they
22 wish to dispute the number of Workweeks credited to them. The Workweek Dispute must: (a)
23 state the case name and number of the Action, (b) set forth the Class Member’s name, address,
24 and telephone number; (c) be signed by the Class Member; (d) include any documentary evidence
25 showing that the Workweek information is inaccurate, and (e) be postmarked or submitted to the
26 Settlement Administrator on or before the Response Deadline.

27 **1.34** “Total Workweeks” is the total number of estimated Workweeks worked by all
28 Settlement Class Members during the Class Period.

1 **1.35** “Workweek” is defined to consist of 5 shifts worked by a Class Member.

2 **2. SETTLEMENT RELIEF AND RELEASES**

3 **2.1** Gross Settlement Amount. Defendants shall pay the Gross Settlement Amount
4 (\$167,500.00) into the QSF within five (5) business days after the Effective Date. Defendants shall
5 separately pay any employer payroll taxes owed on the Wage Portions (as defined in Section 7.1)
6 of the Individual Settlement Amounts.

7 (a) The Parties agree that the QSF is intended to be a “Qualified Settlement
8 Fund” under Section 468B of the Code and Treas. Reg. §1.468B-1, 26 CFR § 1.468B-1, *et seq.*,
9 and will be administered by the Settlement Administrator as such. Among other duties of the
10 Settlement Administrator provided by this Settlement, the Settlement Administrator shall open and
11 administer a settlement account in such a manner as to qualify, and maintain the qualification of,
12 the account as a “Qualified Settlement Fund” under Section 468B of the Code and Treas. Reg.
13 §1.468B-1 and satisfy all federal, state and local income and other tax reporting, return, and filing
14 requirements with respect to the QSF. The Parties and the Settlement Administrator shall treat the
15 account as coming into existence as a Qualified Settlement Fund on the earliest date permitted as
16 set forth in 26 CFR §1.468B-1(j)(2)(i), and such election statement shall be attached to the
17 appropriate returns as required by 26 CFR §1.468B-1(j)(2)(ii). The Parties agree to cooperate with
18 the Settlement Administrator and one another to the extent reasonably necessary to carry out the
19 provisions of this section.

20 (b) The Gross Settlement Amount shall be used to pay all amounts
21 contemplated or required by this Agreement, including the Class Representative Enhancement
22 Payment to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, the
23 Class Counsel Award to Class Counsel, the PAGA Penalty Amount, and as described in Section
24 7.1, to cover all payments to Settlement Class Members.

25 (c) Defendants or the Settlement Administrator will calculate the amounts to be
26 paid to Settlement Class Members in accordance with the terms and provisions of this Agreement
27 and in accordance with applicable state and federal law (including tax regulations).

28 (d) No person or entity shall have any claim against Defendants, Defendants’

Counsel, any of the Released Parties, Plaintiff, Class Members, Class Counsel or any Settlement Administrator based on distributions and payments made in accordance with this Agreement.

2.2 Class Counsel Award. Subject to Court approval, Defendants agree not to object to Class Counsel's request for attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., $\$167,500.00/3 = \$55,833.33$) to cover all attorneys' fees. Plaintiff and Class Counsel agree to not seek an award of greater than one-third of the Gross Settlement Amount (i.e., $\$55,833.33$) for fees and that Defendants will not be obligated to pay any award in excess of one-third of the Gross Settlement Amount. Subject to Court approval, Defendants agree not to object to Class Counsel's request for reasonable litigation costs of up to twenty thousand dollars and no cents ($\$20,000.00$). Class Counsel will file any papers supporting the request for the Class Counsel Award with the Court sixteen (16) court days prior to the Fairness Hearing. Class Counsel shall provide the Settlement Administrator their current and valid Form W-9 within five (5) business days of the Effective Date. If the Court approves the Settlement of this Action and a payment of a Class Counsel Award, and so long as Class Counsel has timely provided the Settlement Administrator with their current and valid Form W-9, Class Counsel shall be paid the Class Counsel Award approved by the Court out of the QSF within ten (10) business days after the Effective Date.

2.3 Class Representative Enhancement Payment. Plaintiff agrees not to petition the Court for more than ten thousand dollars and no cents ($\$10,000.00$) for a Class Representative Enhancement Payment. While Defendants do not object to a reasonable Class Representative Enhancement Payment, it takes no position on the propriety of the amount sought by Plaintiff. Plaintiff will file any papers supporting the request for a Class Representative Enhancement Payment with the Court at least sixteen (16) court days prior to the Fairness Hearing. Plaintiff shall provide the Settlement Administrator a current and valid Form W-9 within five (5) business days of the Effective Date. If the Court approves the Settlement of this Action and a Class Representative Enhancement Payment, so long as Plaintiff has timely provided the Settlement Administrator a current and valid Form W-9, the Settlement Administrator shall pay the Class Representative Enhancement Payment awarded by the Court to Plaintiff from the QSF within ten (10) business days after the Effective Date. Plaintiff acknowledges that she has obtained no tax advice from

1 Defendants or Defendants' Counsel, and that Defendants and Defendants' Counsel have not made
2 any representation concerning the tax consequences, if any, of the Class Representative
3 Enhancement Payment. Plaintiff agrees that she is solely responsible for the tax consequences of
4 the Class Representative Enhancement Payment.

5 **2.4 Reduction in Class Representative Enhancement Payment or the Class Counsel**
6 **Award.** In the event that the Court (or any appellate court) awards less than the amount requested
7 for the Class Counsel Award or the Class Representative Enhancement Payment, only the awarded
8 amounts shall be paid and shall constitute satisfaction of those obligations and full payment
9 thereunder, and any remaining or un-awarded portion of the requested Class Counsel Award and/or
10 the Class Representative Enhancement Payment shall be allocated to the Settlement Class Members
11 pursuant to the terms of Section 7. To the extent the Court does not approve any or all of the amount
12 of the Class Counsel Award and/or the Class Representative Enhancement Payment, the Settlement
13 shall remain binding, and this will not be a justification for Plaintiff to withdraw from the
14 Settlement. Plaintiff shall not have the right to revoke the Settlement Agreement if the Court
15 reduces or does not approve the requested Class Counsel Award, although Plaintiff shall retain the
16 right to appeal any reduction of the Class Counsel Award. Any reduction of the amount of the Class
17 Counsel Award and/or the Class Representative Enhancement Payment by the Court or by an
18 appellate court shall not affect any of the Parties' other rights and obligations under this Agreement.

19 **2.5 Payment And Allocation Of The PAGA Penalty Amount.** Sixteen thousand seven
20 hundred fifty dollars and no cents (\$16,750.00) (the "PAGA Penalty Amount"), representing ten
21 percent (10%) of the Gross Settlement Amount, will be paid from the Gross Settlement Amount
22 for the settlement, release and discharge of any and all claims for which penalties under PAGA
23 may be sought or could otherwise be available to any member of the PAGA Group as stated in
24 Section 2.8. Pursuant to the express requirements of California Labor Code section 2699(i), the
25 PAGA Penalty Amount shall be allocated as follows: (i) twelve thousand five hundred and sixty-
26 two dollars and fifty cents (\$12,562.50) (75%) to be paid to the LWDA (the "LWDA Payment");
27 and (ii) four thousand one hundred and eighty-seven dollars and fifty cents (\$4,187.50) (25%) (the
28 "PAGA Group Amount") for distribution to the PAGA Group. The LWDA Payment and the PAGA

1 Group Amount shall be paid out of the QSF by the Settlement Administrator within ten (10)
2 business days after the Effective Date.

3 **2.6 Release of Claims by Plaintiff.** Upon entry of the final order and judgment following
4 the Fairness Hearing, Plaintiff and each of her successors, assigns, legatees, heirs, and personal
5 representatives waive, release, forever discharge, and will not pursue any manner of action, cause
6 of action, claim, demand, right, suit, obligation, debt, contract, agreement, promise, liability, or
7 remedy of any nature whatsoever (including without limitation any damages, charges, penalties,
8 losses, costs, expenses, and attorneys' fees), whether in law or in equity, under contract, tort or any
9 other subject area, or under any statute, rule, regulation, order, or law, whether federal, state, or
10 local, on any grounds whatsoever, arising out of or relating to any acts, facts, omissions or
11 obligations, whether known or unknown, whether foreseen or unforeseen, fixed or contingent,
12 against Defendants or any of the Released Parties. However, this release shall not apply to claims
13 for workers' compensation benefits, unemployment insurance benefits, pension or retirement
14 benefits, or any other claim or right that cannot be waived or released as a matter of law. In addition,
15 Plaintiff, and each of Plaintiff's successors, assigns, legatees, heirs, and personal representatives,
16 expressly waive and relinquish, to the fullest extent permitted by law, the provisions, rights and
17 benefits of Section 1542 of the California Civil Code, or any other similar provision under federal
18 or state law, which provides:

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

23 Plaintiff agrees that this waiver is an essential and material term of this release and the settlement
24 that underlies it and that without such waiver the settlement would not have been accepted.

25 **2.7 Release of Claims by Class Members.** Upon the Effective Date and full funding of
26 the Gross Settlement Amount, all Releasing Parties shall waive and forfeit, and be deemed to have
27 fully, finally and forever released and discharged all Class Released Claims arising during the Class
28 Period against all Released Parties.

1 **2.8** PAGA Release. Upon entry of the final order and judgment following the fairness
2 hearing and full funding of the Gross Settlement Amount, Plaintiff and all PAGA Group members
3 shall on behalf of themselves and on behalf of the LWDA waive, release, and forever discharge the
4 Released Parties from any kind of claim or action for civil penalties under PAGA (the California
5 Private Attorneys General Act, Labor Code section 2698, et seq.) during the period from September
6 1, 2022 and the date the Court grants preliminary approval of the settlement or December 31, 2023,
7 whichever date is earlier, based on or arising out of the factual allegations of the First Amended
8 Complaint or operative complaint in the Action and letter(s) sent by Plaintiff to the LWDA
9 including, but not limited to, any and all claims under California Labor Code sections 201, 202,
10 203, 204, 210, 223, 226, 226.7, 510, 512, 1174, 1174.5, 1194, 1197, 1198, 2570.3, 2698, 2699,
11 2699.3, and 2699.5 (the “PAGA Release”).

12 **3. PRELIMINARY APPROVAL PROCESS**

13 **3.1** Preliminary Approval Hearing. Within twenty (20) court days after this Agreement
14 is fully executed, Plaintiff shall file a motion for preliminary approval seeking an order from the
15 Court for: (i) conditional certification of the Class for settlement purposes only; (ii) preliminary
16 approval of this Settlement Agreement; (iii) setting a date for the Fairness Hearing; (iv) appointing
17 Plaintiff as class representative for settlement purposes only; and (v) appointing the law firm of
18 Aegis Law Firm, PC as Class Counsel for settlement purposes only. Defendants will not oppose
19 Plaintiff seeking conditional certification of the Class for settlement purposes only. Plaintiff shall
20 provide a copy of the Agreement to the LWDA, pursuant to California Labor Code section
21 2699(l)(2), at the same time that it is submitted to the Court.

22 **3.2** Preliminary Approval of Notice. In conjunction with the motion for entry of the
23 Preliminary Approval Order, Plaintiff shall submit for Court approval the proposed Class Notice.
24 The Preliminary Approval Order shall also provide for the Class Notice to be sent to all Class
25 Members by the Settlement Administrator.

26 **3.3** Preliminary Approval Briefing. Class Counsel shall draft the motion for preliminary
27 approval of the Settlement and provide Defendants with a copy of the draft preliminary approval
28 papers at least five (5) court days prior to filing so that Defendants may provide any comments to

the drafts. Defendants shall be permitted, but are not required, to file their own briefs in support of the Preliminary Approval Order.

4. NOTICE TO THE CLASS, OBJECTIONS, AND REQUESTS FOR EXCLUSION

4.1 Delivery of the Class List. Within ten (10) calendar days after entry of the Preliminary Approval Order, Defendants shall provide the Class List to the Settlement Administrator.

4.2 Notice by First-Class U.S. Mail. Within thirty (30) calendar days after entry of the Preliminary Approval Order, the Settlement Administrator shall mail the Class Notice via First-Class U.S. Mail to all Class Members for whom it has a valid U.S. Postal address. Each Class Member's Class Notice shall include the number of Workweeks with which the Class Member has been credited.

4.3 Updating of Contact Information in the Class List. After receiving the Class List and prior to mailing the Class Notice, the Settlement Administrator shall perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. If the Settlement Administrator determines that a Class Member has more than one address and it cannot reasonably determine which address is the most current, the Settlement Administrator shall mail the Class Notice to all such addresses.

4.4 Re-Mailing of Notice. Any Class Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be sent promptly via First-Class U.S. Mail to the forwarding address affixed thereto. With respect to Class Notices returned to the Settlement Administrator without a forwarding address, the Settlement Administrator shall make an attempt to locate an address by way of skip-trace and promptly re-mail the returned Class Notice via First-Class U.S. Mail.

4.5 Workweek Dispute Procedure. To dispute the number of Workweeks with which they have been credited, a Class Member must timely submit a Workweek Dispute to the Settlement Administrator by the Response Deadline. The Workweek Dispute may be submitted by U.S. Mail or other delivery service. The submission date is deemed to be, in the case of submission by U.S. Mail or other delivery service, the date the Workweek Dispute is sent, as

1 evidenced by the postmark or other delivery service date stamp. Class Members who timely submit
2 Workweek Disputes may produce evidence to the Settlement Administrator showing that the
3 Workweek information is inaccurate. The Settlement Administrator shall decide the dispute.
4 Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the
5 evidence submitted by the Class Member and will make the final decision as to the merits of the
6 dispute. The Settlement Administrator may ask Defendants to produce additional information
7 regarding the Class Member disputing their credited Workweeks for the purpose of resolving the
8 dispute. Defendants shall strive to provide such information within five (5) business days of the
9 Settlement Administrator's request. It is understood and agreed that any decision by the
10 Settlement Administrator shall not operate to increase the Gross Settlement Amount unless
11 resolution of the Workweek Dispute causes the Workweeks threshold in Section 6.2 to be
12 exceeded.

13 **4.6 Request for Exclusion Procedures.** Any Class Member wishing to opt out of the
14 Class Settlement must submit by U.S. Mail or other delivery service a written and signed Request
15 for Exclusion to the Settlement Administrator (at the address set forth in the Class Notice)
16 containing all the information required by Section 1.28 of this Agreement, on or before the
17 Response Deadline. The date the Request for Exclusion is sent, as evidenced by the postmark or
18 other delivery service date stamp, shall be the exclusive means to determine whether a Request
19 for Exclusion has been timely submitted. ***Class Members who submit a timely and valid Request***
20 ***for Exclusion will not be bound by the Class Settlement and will have no standing to object to***
21 ***the Settlement; however, they will be bound by the PAGA Release.*** As described in Sections 7.2
22 and 7.3, all Class Members will be entitled to a pro rata share of the PAGA Group Amount
23 regardless of whether they opt out under this Section 4.6. If more than thirty-five (35) Class
24 Members timely and validly opt out of the Settlement, Defendants may elect to terminate the
25 Agreement. If Defendants terminate the Agreement under this provision, Defendants will bear
26 any of the already incurred costs of the provision of notice and third party settlement
27 administration. In such event, this Agreement shall be null and void and have no force or effect.
28

1 **4.7 Objection Procedures.** To object to the Class Settlement or the Agreement, a
2 Settlement Class Member must submit a valid Objection, by U.S. Mail or other delivery service,
3 to the Settlement Administrator (at the address set forth in the Class Notice) on or before the
4 Response Deadline. The Objection must be signed by the Settlement Class Member and contain
5 all information required by Section 1.21 of this Agreement. The date the Objection is sent, as
6 evidenced by the postmark or other delivery service date stamp, shall be the exclusive means to
7 determine whether an Objection has been timely submitted. If a Class Member intends to speak
8 at the Fairness Hearing, they must file a notice of intention to appear with the Court and provide
9 a copy of the notice and their Objection to counsel for both Parties. Notwithstanding the
10 requirement in the preceding sentence, any Settlement Class Member will be permitted to appear
11 and speak at the Fairness Hearing in order to have an Objection heard by the Court. Class Members
12 who fail to object in the manner specified in this Agreement shall be deemed to have waived all
13 objections to the Agreement and shall be foreclosed from making any objections (whether by
14 appeal or otherwise) to the Settlement.

15 **4.8 Settlement Administration Reports.** The Settlement Administrator shall provide
16 Defendants' Counsel and Class Counsel a weekly report which certifies the number of Class
17 Members who have submitted (i) Workweek Disputes, (ii) Requests for Exclusion, and (iii)
18 Objections. Additionally, within five (5) calendar days of the Response Deadline, the Settlement
19 Administrator will provide to Defendants' Counsel and Class Counsel a report containing the
20 above-mentioned information ("Final Response Report"). The Settlement Administrator will also
21 provide to counsel for both Parties any updated reports regarding the administration of the
22 Agreement as needed or requested by either Party individually, or by the Parties jointly, subject
23 to the terms of this Agreement.

24 **4.9 Notice Sufficient.** The Parties agree not to engage in any other form of non-Court-
25 sanctioned notification or publicity relating to this Settlement or the Action.

26 **4.10 No Solicitation of Settlement Objections or Exclusions.** The Parties agree that at no
27 time shall any of the Parties or their counsel seek to solicit or otherwise encourage Class Members
28

1 to submit Objections or Requests for Exclusion, or to appeal from the Court's Final Approval Order
2 and Judgment.

3 **4.11** Certification of Completion. The Settlement Administrator shall provide a written
4 declaration under oath certifying the completion of its notice-related tasks no later than twenty-
5 one (21) calendar days after the Response Deadline.

6 **5. FAIRNESS HEARING; JUDGMENT**

7 **5.1** Fairness Hearing and Entry of the Final Approval Order and Judgment. Upon
8 expiration of the deadlines to submit Shift Disputes, Requests for Exclusion, or Objections to the
9 Agreement as described above, a Fairness Hearing shall be conducted to determine whether the
10 Court should enter a Final Approval Order and Judgment, providing for, among other things,
11 payment of Individual Settlement Amounts to Settlement Class Members and the amounts properly
12 payable for (i) the Class Counsel Award; (ii) the Class Representative Enhancement Payment; (iii)
13 the PAGA Penalty Amount; and (iv) all Settlement Administration Costs. Plaintiff shall request
14 that the Fairness Hearing be held between ninety-five (95) and one hundred twenty (120) calendar
15 days after entry of the Preliminary Approval Order, subject to the Court's availability.

16 **5.2** Judgment and Continued Jurisdiction. Pursuant to California Rules of Court, Rule
17 3.769(h), upon final approval of this Agreement by the Court, the Parties shall present the
18 judgment to the Court for its approval. After entry of the judgment, the Court shall have
19 continuing jurisdiction solely for purposes of addressing: (i) the interpretation and enforcement
20 of the terms of the Agreement, (ii) Agreement administration matters, and (iii) such post-
21 judgment matters as may be appropriate under court rules or applicable law, or as set forth in this
22 Agreement.

23 **5.3** Settlement Terms Bind All Class Members Who Do Not Opt-Out. Any Class
24 Member who does not affirmatively opt-out of the Class Settlement by submitting a timely and
25 valid Request for Exclusion shall be bound by all of the terms of the Agreement, including those
26 pertaining to the Released Claims, as well as any order that may be entered by the Court if it
27 grants final approval of this Agreement. Notwithstanding the submission of any timely and valid
28 Request for Exclusion, all Class Members (including the PAGA Group) will be bound by the

1 PAGA Release under the Final Approval Order and Judgment pursuant to *Arias v. Superior Court*,
2 46 Cal. 4th 969 (2009).

3 **6. NULLIFICATION OR MODIFICATION OF AGREEMENT**

4 **6.1 Defendants' Right to Revoke.** Defendants may terminate and withdraw from this
5 Agreement at any time prior to the date the Court's approval of the Agreement becomes "final"
6 (i.e., not subject to appeal or reconsideration) if: (a) the Agreement is construed in such a fashion
7 that Defendants are required to pay more than the Gross Settlement Amount (except as provided in
8 Section 6.2); (b) the Court makes an order inconsistent with any of the terms of this Agreement
9 including, but not limited to, certifying for settlement purposes a class or representative action that
10 is different from the Class defined in Section 1.1 or PAGA Group defined in Section 1.22, or any
11 modification relating to the release of all claims (except for an order reducing the Class Counsel
12 Award or the Class Representative Enhancement Payment); (c) following the signing of this
13 Agreement, any court certifies, whether on a conditional basis or not, a class, collective, or
14 representative action involving a claim covered by this Agreement; (d) any government department
15 or agency raises objections to the terms in the Agreement or otherwise indicates that it intends to
16 pursue remedies beyond those contemplated by the Agreement; or (e) more than thirty-five (35)
17 Class Members timely and validly opt out of the Class. If Defendants terminate and withdraw under
18 this provision, Defendants will bear any of the already incurred Settlement Administration Costs.
19 In the event that the basis for withdrawal is a Court order as described in items (a) and (b) above,
20 Defendants must provide written notice to Plaintiff of its intent to terminate and withdraw within
21 one (1) week of the date on which the offending order is filed. Failure to provide timely notice will
22 serve as a waiver of the right to revoke under the circumstances described in item (a) or (b) above.

23 **6.2 Modification Based on Increase in Number of Workweeks.** Defendants have
24 estimated that the total number of Workweeks worked by Class Members during the relevant period
25 as of the date of the mediation (September 13, 2023) does not exceed 6,000 Workweeks. If the
26 number of Workweeks increases by more than 10% (i.e., by more than 600 Workweeks) through
27 the date of December 31, 2023, then the Gross Settlement Amount shall increase by \$27.92 for
28 each additional Workweek over 6,600.

1 **6.3** Action Status if Settlement Not Approved. This Agreement is being entered into for
2 Settlement purposes only. In the event that [1] Defendants invokes their rights under Sections 4.6
3 or 6.1 of this Agreement, [2] the Court conditions its approval of either the Preliminary Approval
4 Order or the Final Approval Order and Judgment on any modifications of this Agreement that are
5 not acceptable to all Parties (including, but not limited to, any modification of the Class or the
6 claims and penalties being released) except for any reduction of the Class Counsel Award or the
7 Class Representative Enhancement Payment, [3] the Court does not approve the Settlement
8 Agreement or enter the Final Approval Order and Judgment, or [4] the Court's approval of this
9 Agreement does not become "final" for any reason, then this Agreement will be deemed null and
10 void *ab initio*. In that event, (a) the Preliminary Approval Order, and/or Final Approval Order and
11 Judgment, and all of its or their provisions will be vacated by its or their own terms, including, but
12 not limited to, vacating conditional certification of the Class, conditional appointment of Plaintiff
13 as a class representative and conditional appointment of Aegis Law Firm, PC as Class Counsel, (b)
14 the Action will revert to the status that existed before the execution date of the Memorandum of
15 Understanding, and (c) no term or draft of the Memorandum of Understanding or this Agreement
16 contemplated by it, or any part of the Parties' settlement discussions, negotiations or documentation
17 will have any effect or be admissible into evidence for any purpose in the Action or any other
18 proceeding. If the Court does not approve this Agreement or enter the Final Approval Order and
19 Judgment for any reason, or if the Court's approval of this Agreement does not become "final" for
20 any reason, Defendants shall retain all their rights to object to the maintenance of the Action as a
21 class and/or representative action, and nothing in the Memorandum of Understanding or this
22 Agreement contemplated by it or other papers or proceedings related to the Memorandum of
23 Understanding or this Agreement contemplated by it shall be used as evidence or argument by any
24 Party concerning whether the Action may properly be maintained as a class and/or representative
25 action.

26 **7. DISTRIBUTION**

27 **7.1** Individual Settlement Amounts Calculations. The Individual Settlement Amount
28 is based upon the approximate number of Workweeks each Settlement Class Member worked as

1 a Class Member during the Class Period. Individual Settlement Amounts shall be calculated and
2 apportioned by the Settlement Administrator as follows:

3 (a) The Settlement Administrator shall determine the number of
4 Workweeks during the Class Period for each Settlement Class Member based on the Class List
5 provided by Defendants.

6 (b) The Settlement Administrator shall divide the Net Settlement Fund
7 by the number of Total Workweeks to derive the "Workweek Value."

8 (c) For each Settlement Class Member, the Settlement Administrator
9 shall multiply the determined number of Workweeks that Class Member worked during the Class
10 Period by the Workweek Value. The resulting figure shall be the "Individual Settlement Amount"
11 for each such Settlement Class Member.

12 (d) 30% of each Settlement Class Member's Individual Class Payment
13 will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are
14 subject to tax withholding and will be reported on an IRS W-2 Form. 70% of each
15 Settlement Class Member's Individual Class Payment will be allocated to settlement of
16 claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-Wage Portions
17 are not subject to wage withholdings and will be reported on IRS 1099 Forms. Settlement
18 Class Members assume full responsibility and liability for any employee taxes owed on
19 their Individual Class Payment. Defendants shall separately pay any and all employer
20 payroll taxes owed on the wage portions of the Individual Settlement Amount.

21 **7.2 Distribution of the PAGA Group Amount.** The Settlement Administrator shall
22 divide the PAGA Group Amount by the number of Total Workweeks to derive the PAGA
23 Workweek Value. For each Class Member, the Settlement Administrator shall multiply the
24 determined number of Workweeks that Class Member worked during the Class Period by the
25 PAGA Workweek Value. The resulting figure shall be the "Individual PAGA Settlement
26 Amount" for each Class Member.
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1 **7.3 Distribution Timing of Individual Settlement Amounts and the PAGA Group**
2 **Amount.** Individual Settlement Amounts shall be paid by check and mailed to Settlement Class
3 Members within ten (10) business days following the Effective Date. Individual PAGA
4 Settlement Amounts shall be paid by check and mailed to Class Members within ten (10) business
5 days following the Effective Date. If administratively feasible, the Settlement Administrator will
6 combine into one check a Settlement Class Member's Individual Settlement Amount and
7 Individual PAGA Settlement Amount.

8 **7.4 Uncashed Settlement Checks.** If any checks mailed to Class Members remain
9 uncashed after the expiration of 180 days, or an envelope mailed to a Class Member is returned
10 and no forwarding address can be located for the Class Member after reasonable efforts have
11 been made (including, but not limited to, skip tracing), then any such funds shall be transmitted
12 to the Settlement Administrator and distributed in accordance with California Code of Civil
13 Procedure section 384 to the following cy pres recipient: Los Angeles County Bar Association
14 Domestic Violence Legal Services Project. Any Class Member who fails to timely cash or deposit
15 their check(s) shall remain subject to the terms of the Settlement, including without limitation all
16 releases contained herein, and the Final Approval Order and Judgment from the Court.

17 **7.5 Effect of Cashing or Depositing Checks.** The Complaint does not allege claims
18 under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA") and is thus not an FLSA
19 "action" under 29 U.S.C. § 216(b). The Parties agree this is an "opt-out" action under the California
20 Code of Civil Procedure that does not require an "opt-in" procedure to bind Class Members to the
21 terms of the Settlement, which includes the release of Released Claims as defined in Sections 1.31
22 and 2.7. Nevertheless, and without prejudice to this position and without changing the nature of
23 this action, the Parties agree that Settlement Class Members who cash or deposit an Individual
24 Settlement Amount check are deemed to "opt-in" to the Settlement. Each Individual Settlement
25 Amount check to Settlement Class Members shall be affixed with the following language as further
26 notice: "By cashing or depositing this check, I confirm my consent to the Settlement, which
27 includes releasing claims under the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. ("FLSA")."
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1 **8. MISCELLANEOUS PROVISIONS**

2 **8.1 Cooperation.** The Parties shall cooperate fully with one another in seeking approval
3 of the Court of this Settlement and to use their respective best efforts to consummate the Settlement
4 and cause the Preliminary Approval Order and Final Approval Order and Judgment to be entered
5 and to become final. The Parties therefore agree to cooperate in good faith to promptly prepare,
6 execute and finalize all Settlement-related documents, seek all necessary Court approvals, and do
7 all other things necessary to consummate the Settlement. No Party to this Agreement shall seek to
8 evade his, her, or its good faith obligations to seek approval and implementation of this Settlement
9 by virtue of any ruling, order, governmental report or other development, whether in the Action, in
10 any other litigation or otherwise that hereafter might occur and might be deemed to alter the relative
11 strengths of the Parties with respect to any claims or defenses or their relative bargaining power
12 with respect to negotiating.

13 **8.2 Further Assurances.** The Parties must execute and deliver any additional papers,
14 documents and other assurances, and must do any other acts reasonably necessary, to perform their
15 obligations under this Settlement Agreement and to carry out its expressed intent. The Parties and
16 their counsel will cooperate with each other and use their best efforts to effect the implementation
17 of this Agreement. If the Parties are unable to reach agreement on the form or content of any
18 document needed to implement this Agreement, or on any supplemental provisions that may
19 become necessary to effectuate the terms of this Agreement, the Parties may seek the assistance
20 of the Court to resolve such disagreement.

21 **8.3 Extension of Postmark Deadlines Falling on a Sunday or Federal Holiday.** If the last
22 day for a Class Member to submit any document under this Agreement falls on a Sunday or Federal
23 holiday, the deadline will be extended to the next day on which the U.S. Postal Service is open.

24 **8.4 Exhibits Incorporated by Reference.** The terms of this Agreement include the
25 terms set forth in any attached Exhibit, which are incorporated by this reference as though fully
26 set forth herein. Any Exhibit to this Agreement is an integral part of the Settlement.

27 **8.5 Confidentiality.** Plaintiff and Class Counsel will keep the Settlement Agreement and
28 related documents, and their settlement negotiations (including, but not limited to, the negotiations

1 in the course of mediation), confidential and will not disclose that information to any third party
2 until such time as Plaintiff files the motion seeking entry of the Preliminary Approval Order.
3 Plaintiff and Class Counsel will make no comments of any kind regarding the Settlement
4 Agreement to the press/media, or for purposes of advertising. Plaintiff and Class Counsel agree that
5 they will not issue any press releases or post any statements regarding the Settlement Agreement
6 on any websites or initiate any contact with the media. If Plaintiff and/or Class Counsel are
7 contacted by the media, or any other third party, regarding the Settlement Agreement, they may
8 only advise that the Action has been amicably resolved and refer them to the public filings in the
9 Action. Plaintiff and Class Counsel agree that they will not disclose the terms of the Settlement
10 Agreement on any websites or in any other materials not necessary for the facilitation of the
11 Settlement Agreement. Plaintiff and Class Counsel shall retain the right to discuss the Settlement
12 Agreement with the Parties and the Class. Class Counsel may put publicly available information
13 about the settlement in any description of their experience filed with a court. Plaintiff and Class
14 Counsel agree to maintain the confidentiality of any non-public information exchanged pursuant to
15 the Parties' stipulated protective order and that they will not disclose any settlement or mediation
16 privileged communications. Plaintiff and Class Counsel also agree and acknowledge that any
17 breach of this Section 8.5 may cause irreparable harm or damage to Defendants that is difficult to
18 ascertain, and thus Plaintiff and Class Counsel agree that any breach of this Section 8.5 shall give
19 Defendants the right to obtain injunctive or other applicable equitable relief, in addition to any other
20 remedies available in law or equity.

21 **8.6** Non-Disparagement. Plaintiff further agrees that she shall not commit any act or
22 make any statement that is, or could reasonably be interpreted as, detrimental to the business,
23 reputation, or good will of Defendants, including making any negative or disparaging statements
24 about its business, or its officers, directors, agents, and/or other personnel (past and present).
25 Plaintiff acknowledges that, notwithstanding the foregoing, she may respond accurately and fully
26 to any request for information if required by legal process or in connection with a government
27 investigation. Further, nothing in this provision or this Agreement is intended to prohibit or restrain
28 Plaintiff in any manner from making disclosures protected under the whistleblower provisions of

1 federal or state law or from exercising rights to engage in protected speech under Section 7 of the
2 National Labor Relations Act, if applicable. Plaintiff also acknowledges the terms of this Settlement
3 Agreement shall not preclude her from advocating in favor of Court approval of the Settlement.

4 **8.7 Grammar.** The neuter form of a pronoun shall be considered to include within its
5 meaning the masculine and feminine forms of the pronoun, and vice versa.

6 **8.8 No Conflict Intended.** Any inconsistency between this Settlement Agreement and
7 the attached exhibits will be resolved in favor of this Settlement Agreement.

8 **8.9 Headings and Formatting of Definitions.** The various headings used in this
9 Settlement Agreement are solely for the Parties' convenience and may not be used to interpret this
10 Settlement Agreement. The headings and the formatting of the text in the definitions do not define,
11 limit, extend, or describe the Parties' intent or the scope of this Settlement Agreement.

12 **8.10 Interim Stay of Proceedings.** The Parties agree to refrain from further litigation of
13 the Action, except such proceedings necessary to implement and obtain entry of the Final
14 Approval Order and Judgment. The Parties shall jointly seek to stay all dates and deadlines in the
15 Action pending final approval of this Stipulation. The Parties further agree that the mutual,
16 voluntary cessation of litigation shall terminate if the motion for entry of the Preliminary
17 Approval Order or the Final Approval Order and Judgment are denied by the Court.

18 **8.11 No Injunctive Relief Against Defendants.** As part of this Settlement Agreement,
19 Defendants shall not be required to enter any consent decree, nor shall Defendants be required to
20 agree to any provision of injunctive relief.

21 **8.12 Waiver of Appeal.** The Parties, their respective counsel, and all Settlement Class
22 Members who did not object to the Settlement as provided in this Settlement Agreement, agree to
23 waive appeals of an order granting final approval of this Settlement Agreement or entering
24 judgment in this Action so long as such order is consistent with the material terms of this
25 Agreement. This waiver does not include any waiver of the right to oppose motions, writs, or
26 appeals.

27 **8.13 Class List.** Within seven (7) months after the Effective Date and completion of the
28 administration, or in the event the Settlement is terminated pursuant to Section 4.6 or 6.1, all

1 originals, copies, documents, transcriptions, iterations, or drafts of the Class List or any portion
2 thereof, including any updated Class Member contact information obtained via, e.g., the National
3 Change of Address database, shall be returned to Defendants by the Settlement Administrator.

4 **8.14 Entire Agreement.** This Agreement and any attached Exhibit constitutes the
5 entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral
6 agreements may be deemed binding on the Parties.

7 **8.15 Amendment or Modification.** This Agreement may be amended or modified only
8 by a written instrument signed by counsel for all Parties or their successors-in-interest and if after
9 entry of the Preliminary Approval Order, as approved by the Court.

10 **8.16 Real Party in Interest.** In executing this Settlement Agreement, the Parties warrant
11 and represent that they, including Plaintiff in her representative capacity on behalf of the Class,
12 PAGA Group and all others alleged to be similarly situated, are the only persons having any interest
13 in the claims asserted in the Action. Neither these claims, nor any part of these claims, have been
14 assigned, granted, or transferred in any way to any other persons.

15 **8.17 Authorization to Enter Into Agreement.** Counsel for all Parties warrant and
16 represent they are expressly authorized by the Party whom they represent to negotiate this
17 Agreement and to take all appropriate action required or permitted to be taken by such Parties
18 pursuant to this Agreement to effectuate its terms, and to execute any other documents required
19 to effectuate the terms of this Agreement.

20 **8.18 Voluntary Agreement.** The Parties have negotiated the settlement at arms-length and
21 in good faith, with assistance from Michael Loeb, a respected mediator, and have executed this
22 Settlement Agreement knowingly, voluntarily, and without duress or undue influence.

23 **8.19 Dispute Resolution.** The Parties agree to have mediator Michael Loeb seek to
24 resolve any and all disputes that may arise in connection with interpreting the terms of this
25 Settlement Agreement. In the event mediator Loeb is unavailable, the Parties shall cooperate in
26 good faith to identify another mediator. Defendants and Class Counsel shall split equally and pay
27 for any mediator fees and costs associated with seeking mediator assistance pursuant to this
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1 Section 8.19. Under no circumstances shall any mediator fees or costs incurred pursuant to this
2 Section 8.19 be taken out of the Gross Settlement Amount.

3 **8.20 Cooperation and Drafting.** The Parties have cooperated in the drafting and
4 preparation of this Agreement. Hence, in any construction made to this Agreement, the same shall
5 not be construed against any of the Parties.

6 **8.21 Change of Time Periods.** All time periods and dates described in this Settlement
7 Agreement are subject to the Court's approval. These time periods and dates may be changed by
8 the Court or by the Parties' written agreement without notice to the Class.

9 **8.22 Binding on Successors and Assigns.** This Agreement shall be binding upon and
10 inure to the benefit of the Parties and their respective heirs, trustees, executors, administrators,
11 successors and/or assigns.

12 **8.23 California Law Governs.** All terms of this Agreement and Exhibits hereto shall be
13 governed by and interpreted according to the laws of the State of California.

14 **8.24 Execution and Counterparts.** This Agreement may be executed in counterparts
15 which shall be deemed to be part of one original, and facsimile and electronic image copies of
16 signatures (including by PDF, DocuSign, or any electronic signature complying with the U.S.
17 federal E-SIGN Act of 2000) or other transition method shall be equivalent to original signatures.

18 **8.25 Enforceability.** The Parties intend this to be a binding, enforceable and admissible
19 settlement agreement under California Code of Civil Procedure section 664.6 and California
20 Evidence Code section 1123(b).

21 **8.26 Inadmissibility.** This Settlement Agreement, whether approved or not approved,
22 revoked, or made ineffective for any reason, and any proceedings related to this settlement and any
23 discussions relating thereto, shall be inadmissible as evidence of any liability or wrongdoing
24 whatsoever and shall not be offered as evidence of any liability or wrongdoing in any Court or other
25 tribunal in any state, territory, or jurisdiction, or in any manner whatsoever. Further, neither this
26 Settlement Agreement, nor any proceedings taken pursuant to it, shall be construed, offered or
27 received in evidence as an admission, concession or presumption that class certification is
28 appropriate, except to the extent necessary for the consummation of this Agreement.

1 **8.27 Agreement Constitutes a Complete Defense.** To the extent permitted by law, this
2 Settlement Agreement may be pled as a full and complete defense to any action, suit, or other
3 proceedings that may be instituted, prosecuted or attempted against the Released Parties contrary
4 to any releases contained herein, including the release of the Released Claims and the PAGA
5 Release.

6 **8.28 Defendants' Position.** Defendants state they have acted lawfully at all times and their
7 policies and practices have been lawful, fair and consistent with all relevant laws, rules, and
8 regulations. Defendants deny all claims as to liability, damages, penalties, interest, fees, restitution,
9 injunctive relief and all other forms of relief as well as the class allegations asserted in the Action.
10 To the extent this Agreement is deemed void, Defendants do not waive, but rather expressly
11 reserves, all rights to challenge all such claims and allegations in the Action upon all procedural
12 and factual grounds, including without limitation the ability to challenge class, collective, and
13 representative action treatment on any grounds, as well as asserting any and all other potential
14 defenses or privileges. Plaintiff and her counsel agree that Defendants retain and reserve these
15 rights. Specifically, Plaintiff and her counsel agree not to argue or present any argument that, in the
16 event this Agreement is not approved in full, Defendants could not oppose any class or collective
17 certification motion, file a later motion for de-certification, contest any class action or collective
18 certification on any grounds, or assert any and all other potential defenses and privileges if any or
19 all of the Action were to proceed. Plaintiff and her counsel hereby waive such arguments and agree
20 they will not take a position contrary to this provision.

21 **8.29 No Admission of Liability.** Nothing in the Memorandum of Understanding or the
22 Settlement Agreement may be construed as an admission or concession on any point of fact or law
23 by or against any Party.
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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ELIZABETH GURUMDZHYAN

Dated: 7/3/2024 | 12:50 PM PDT

DocuSigned by:

Elizabeth Gurumdzhyan

ALLWORK, INC.

Dated: _____

Please Print Name of Authorized Signatory

CHRISTIAN DIOR PERFUMES LLC

Dated: _____

Please Print Name of Authorized Signatory

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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ELIZABETH GURUMDZHYAN

Dated: _____

Elizabeth Gurumdzhyan

ALLWORK, INC.

Dated: July 1, 2024

Matthew Wenzler
Matthew Wenzler

Please Print Name of Authorized Signatory

CHRISTIAN DIOR PERFUMES LLC

Dated: _____

Please Print Name of Authorized Signatory

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SIGNATURES - READ CAREFULLY BEFORE SIGNING

PLAINTIFF ELIZABETH GURUMDZHYAN

Dated: _____ Elizabeth Gurumdzhyan

ALLWORK, INC.

Dated: _____
Please Print Name of Authorized Signatory

CHRISTIAN DIOR PERFUMES LLC

Dated: 7/2/2024
DocuSigned by:
Mary ROCHA
40A860D718624C5...
Mary ROCHA
Please Print Name of Authorized Signatory

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: _____

COOLEY LLP

4
5 By: 
6 Summer J. Wynn

7 Attorneys for Defendant
8 ALLWORK, INC.

9 Dated: _____

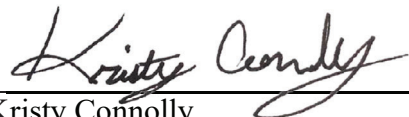
HOLLAND & KNIGHT LLP

10
11 By: _____
12 Tina Tellado
13 Samuel J. Stone

14 Attorneys for Defendant
15 CHRISTIAN DIOR PERFUMES LLC

16 Dated: July 3, 2024

AEGIS LAW FIRM, PC

17 By: 
18 Kristy Connolly

19 Attorneys for Plaintiff
20 ELIZABETH GURUMDZHYAN

1 **APPROVED AS TO FORM AND CONTENT:**

2
3 Dated: _____

COOLEY LLP

4
5 By: _____
6 Summer J. Wynn

7 Attorneys for Defendant
8 ALLWORK, INC.

9 Dated: July 2, 2024 _____

HOLLAND & KNIGHT LLP

10
11 By:  _____
12 Tina Tellado
13 Samuel J. Stone

14 Attorneys for Defendant
15 CHRISTIAN DIOR PERFUMES LLC

16
17 Dated: _____

AEGIS LAW FIRM, PC

18
19 By: _____
20 Kristy Connolly

21 Attorneys for Plaintiff
22 ELIZABETH GURUMDZHYAN