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YVES SAINT LAURENT AMERICA,
9 INC., a New York corporation

10 UNITED STATES DISTRICT COURT
11 CENTRAL DISTRICT OF CALIFORNIA
12

13 TITANIA SABZEROU, an individual
on behalf of herself and all similarly
14 situated aggrieved employees,

15 Plaintiffs,

16 v.

17 YVES SAINT LAURENT AMERICA,
INC., a New York corporation,
18 JESSICA ALVAREZ, an individual;
and DOES 1 through 30, inclusive,
19

20 Defendants.

Case No. 8:23-cv-01355-JLS-(JDEx)

CLASS ACTION

**CLASS ACTION AND PAGA
SETTLEMENT AND RELEASE
AGREEMENT**

SETTLEMENT AGREEMENT

This Settlement Agreement of Class Action and Private Attorneys General Act Claims (“Settlement” or “Settlement Agreement”) is made between Titania Sabzerou (“Plaintiff”), as individual and on behalf of all other similarly situated and alleged aggrieved employees, on the one hand, and Defendant Yves Saint Laurent America, Inc. (“Defendant” or “YSL”) on the other hand (collectively, the “Parties” and individually, a “Party”) in the actions pending in the Central District of California (the “Action,” as defined below). This Settlement was reached pursuant to a mediation conducted on May 13, 2024 by Jeff Winikow and lengthy negotiations between the Parties over the course of several months thereafter.

I. DEFINITIONS

A. “Action” means the lawsuit entitled *Titania Sabzerou v. Yves Saint Laurent America, Inc. and Jessica Alvarez*, originally filed in Los Angeles County Superior Court, currently pending in the Central District of California, Case No. 8:23-cv-01355-JLS-(JDEx).

B. “Class Counsel” means Michael C. Robinson and Orion S. Robinson of Robinson DiLando, 801 South Grand Avenue, Suite 500, Los Angeles, California 90017.

C. “Class Member Payments” means the amount payable from the Net Settlement Fund to each Settlement Class Member, 80% of which shall be allocated to penalties and 20% of which shall be allocated to wages. Class Member Payments are separate and distinct from PAGA Payments (defined below) that will be paid to PAGA Aggrieved Employees.

D. “Net Settlement Amount” means all funds remaining from the Gross Settlement Amount after deducting the Court-awarded Named Plaintiff Enhancement Payments, Fees Award, Costs Award, Settlement Administration Costs, and PAGA Payments.

1 **E.** “Costs Award” means costs of litigation approved by the Court for
2 Class Counsel’s costs incurred in investigation, litigation, and resolution of the
3 Action, and administration of the Settlement, including anticipated costs incurred
4 through Final Approval and disbursement of payments under this Settlement
5 Agreement and obtaining entry of the judgment terminating the Action.

6 **F.** “Defendant’s Counsel” means Sheppard, Mullin, Richter & Hampton
7 LLP, and its owners, principals, employees, Four Embarcadero Center, 17th Floor,
8 San Francisco, CA 94111.

9 **G.** “Effective Date” means the date by which the final judgment becomes
10 final. For purposes of this Settlement Agreement, the final judgment “becomes
11 final” only after the Court grants the motion for final approval of the settlement and
12 upon the latter of (i) the period for filing any appeal, writ, or other appellate
13 proceeding challenging or opposing the Settlement has elapsed without any appeal,
14 writ, or other appellate proceeding having been filed; (ii) any appeal, writ or other
15 appellate proceeding challenging or opposing the Settlement has been dismissed
16 finally and conclusively with no right to pursue further remedies or relief; or (iii)
17 any appeal, writ or other appellate proceeding has upheld the Court’s final order
18 with no right to pursue further remedies or relief. In this regard, it is the intention of
19 the parties that the Settlement shall not become effective, and Defendant will not be
20 obligated to fund this Settlement, until the Court’s order approving the Settlement is
21 completely final, and there is no further recourse by an appellant, objector,
22 intervenor, or otherwise by anyone who seeks to contest the Settlement.

23 **H.** “Fees Award” means attorneys’ fees approved by the Court for Class
24 Counsel’s fees incurred in investigation, litigation, and resolution of the Action, and
25 administration of the Settlement, including anticipated fees incurred through Final
26 Approval and disbursement of payments under this Settlement Agreement and
27 obtaining entry of the judgment terminating the Action, and which shall not exceed
28 one third (1/3) of the Gross Settlement Amount, i.e. up to \$83,333.33.

1 **I.** “Final Approval” means the Court’s order granting final approval of
2 the Settlement Agreement.

3 **J.** “Gross Settlement Amount” means a non-reversionary common fund
4 that shall have a total all-in value of \$250,000.00 and includes without limitation
5 any and all payments Defendant may be responsible for under the Settlement,
6 including any Fees Award and Costs Award to Class Counsel, Named Plaintiff
7 Enhancement Payments, the Class Member Payments, the PAGA Payments (which
8 includes payments to the LWDA), Settlement Administration Costs, and all payroll
9 taxes (exclusive of employer-side payroll taxes) due and owing as a result of the
10 Settlement. The total amount that Defendant shall pay for any and all purposes
11 under this Settlement Agreement is the Gross Settlement Amount.

12 **K.** “LWDA” means the California Labor and Workforce Development
13 Agency.

14 **L.** “Named Plaintiff” means Plaintiff Titania Sabzerou.

15 **M.** “Named Plaintiff Enhancement Payment” means the amount to be paid
16 to Named Plaintiff for the time and effort spent pursuing the Action; for the risks
17 associated with suing Defendant; and for her agreement to enter into a general
18 release of all claims, not to exceed \$10,000.00.

19 **N.** “PAGA” means the California Private Attorneys General Act,
20 California Labor Code §§ 2699 *et seq.*

21 **O.** “PAGA Aggrieved Employees” means all current and former
22 nonexempt employees of YSL employed during the PAGA Period.

23 **P.** “PAGA Aggrieved Employee List” means the list of all PAGA
24 Aggrieved Employees that Defendant will diligently and in good faith compile from
25 its records to accurately reflect employees’ names, last known mailing address,
26 telephone number, Social Security number, and pay periods worked by the PAGA
27 Aggrieved Employees during the PAGA Period.

Q. “PAGA Payment” means the payment to the State of California LWDA and the PAGA Aggrieved Employees in settlement of all claims for PAGA penalties as defined in this Settlement Agreement.

R. “PAGA Period” means the time period beginning April 27, 2022 to the date on which the Court preliminarily approves the Settlement.

S. “Qualified Settlement Account” means the account established by the Settlement Administrator pursuant to Internal Revenue Code section 1.468B-1.

T. “Released Parties” means Defendant, and each of its past, present and future agents, employees (including Jessica Alvarez), servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, investors, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates), divisions, assigns, predecessors, successors, insurers, consultants, joint ventures, any actual or alleged joint employers, affiliates, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns.

U. “Settlement Administration Costs” means the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, the Settlement Administrator’s responsibilities outlined in this Settlement Agreement.

V. “Settlement Administrator” means Phoenix Class Action Administration Solutions, whom the Parties mutually agree shall be responsible for the administration of the Settlement, distribution of any amounts owed under this Settlement, and matters necessarily related thereto, pursuant to the terms of this Settlement Agreement.

1 **W.** “Settlement Class” means all current and former nonexempt employees
2 of YSL employed during the Settlement Class Period who did not sign an arbitration
3 agreement or an individual release of claims.

4 **X.** “Settlement Class Members” means individuals in the Settlement Class
5 who do not submit a timely and valid request for exclusion from the Settlement
6 Class.

7 **Y.** “Settlement Class Member List” means the list of all Settlement Class
8 Members that Defendant will diligently and in good faith compile from its records
9 to accurately reflect employees’ names, last known mailing address, telephone
10 number, Social Security number, and pay periods worked during the Settlement
11 Class Period.

12 **Z.** “Settlement Class Period” means the time period beginning April 27,
13 2019 to the date on which the Court preliminarily approves the Settlement.

14 **II. RECITALS**

15 **A. Background and Procedural History**

16 1. On February 8, 2023, Plaintiff submitted a PAGA notice to the
17 LWDA in accordance with the requirements of Labor Code section 2699.3(a). The
18 PAGA notice alleged that Defendant violated various sections of the California
19 Labor Code. The LWDA declined to investigate the alleged violations, permitting
20 Plaintiff to assert a claim under PAGA.

21 2. On April 27, 2023, Plaintiff filed the Action alleging class claims
22 on behalf of the Settlement Class and seeking civil penalties based on the same
23 allegations and Labor Code provision set forth in the PAGA notice.

24 3. Defendant filed an Answer to the Complaint on June 15, 2023,
25 and removed the Action to this Court on July 27, 2023.

26 4. On May 13, 2024, the Parties attended a full-day mediation with
27 Jeffrey Winikow, but were not able to reach a settlement on that date. Plaintiff and
28

1 Defendant continued to engage in informal settlement discussions while litigating
2 this case.

3 5. The Parties ultimately reached a settlement, the terms of which
4 were memorialized in a binding MOU agreed to by the parties on or around
5 September 4, 2024, and are now more fully memorialized in this Settlement
6 Agreement.

7 6. Throughout the pendency of the Action, the Parties engaged in
8 discovery, informally exchanged documents and information for settlement
9 purposes, including in connection with mediation, and produced documents and
10 information in response to informal discovery requests.

11 7. Plaintiff has fully investigated the factual and legal bases for the
12 claims asserted in the Action. As a result of her investigation, Plaintiff continues to
13 believe her claims are viable and that Defendant violated the California Labor Code.
14 Defendant has denied all allegations and contends that the claims asserted in the
15 Action have no merit and cannot give rise to liability on behalf of Defendant. Given
16 the disagreement between the Parties as to the viability of these claims, the Parties
17 believe the Settlement provided for herein is a fair, adequate and reasonable
18 settlement.

19 8. Plaintiff recognizes the expense and length of continued
20 proceedings necessary to continue the litigation against Defendant through trial and
21 through any possible appeals. Plaintiff has also taken into account the uncertainty
22 and risk of the outcome of further litigation, the difficulties and delays inherent in
23 such litigation, and Defendant's contentions that putative class members entered
24 into arbitration agreements containing class action waivers that preclude them from
25 participating in or proceeding with the Action as a class action. Plaintiff is further
26 aware of the individual settlement agreements signed by putative class members and
27 PAGA Aggrieved Employees releasing their individual claims, including claims
28 under PAGA, as to Defendant. Plaintiff is also aware of the burdens of proof

1 necessary to establish liability for the claims asserted in the Action, Defendant's
2 defenses thereto, and the difficulties in establishing damages for Settlement Class
3 Members and PAGA Aggrieved Employees. Plaintiff has also taken into account
4 the discovery undertaken and settlement negotiations conducted, which negotiations
5 resulted in the material settlement terms set forth herein. Based on the foregoing,
6 Plaintiff has determined that the Settlement set forth in this Settlement Agreement is
7 a fair, adequate and reasonable settlement, and is in the best interests of Settlement
8 Class Members and PAGA Aggrieved Employees.

9 9. Defendant has concluded that any further defense of this
10 litigation would be protracted and expensive for all Parties. Defendant has devoted
11 substantial amounts of time, energy and resources to the defense of the claims
12 asserted in the Action and, unless this Settlement is made, will continue to do so for
13 the foreseeable future. For these reasons, Defendant has agreed to settle the matter
14 upon the terms set forth in this Settlement Agreement, to put to rest the claims as set
15 forth in the Action.

16 10. Defendant has denied and continues to deny each of the claims
17 and contentions alleged in the Action. Defendant has repeatedly asserted and
18 continues to assert defenses thereto, and has expressly denied and continues to deny
19 any wrongdoing or legal liability arising out of any of the facts or conduct alleged in
20 the Action. Defendant also has denied and continues to deny, *inter alia*, the
21 allegations that Settlement Class Members and PAGA Aggrieved Employees have
22 suffered damages; that Defendant improperly failed to pay the Settlement Class
23 Members and PAGA Aggrieved Employees all wages owed; that Defendant failed
24 to properly provide meal and rest periods; that Defendant provided Settlement Class
25 Members and PAGA Aggrieved Employees with inaccurate wage statements; that
26 Defendant failed to timely pay all wages due during employment or at the separation
27 of employment; that Defendant failed to reimburse business expenses; that
28 Defendant violated any provisions of the California Labor Code or any IWC Wage

1 Order; that Defendant engaged in any unlawful, unfair or fraudulent business
2 practices; that Defendant engaged in any other wrongful conduct as alleged in the
3 Action; or that Employees were harmed by the conduct alleged in the Action.
4 Neither this Settlement Agreement, nor any document referred to or contemplated
5 herein, nor any action taken to carry out this Settlement Agreement, is, may be
6 construed as, or may be used as, an admission, concession or indication by or
7 against Defendant of any fault, wrongdoing or liability whatsoever.

8 11. Plaintiff claims and continues to claim that the claims released
9 by this Settlement Agreement have merit and give rise to liability on the part of
10 Defendant. Neither this Settlement Agreement nor any documents referred to
11 herein, or any action taken to carry out this Settlement Agreement is, may be
12 construed as, or may be used as an admission, by or against Class Settlement
13 Members, PAGA Aggrieved Employees, or Class Counsel as to the merits or lack
14 thereof of the claims asserted.

15 12. The Parties stipulate, subject to the approval of the Court, that
16 the Action is being compromised and settled pursuant to the terms and conditions
17 set forth in this Settlement Agreement. Upon Final Approval of the Settlement by
18 the Court at or after the Final Approval hearing, the Parties shall present a Proposed
19 Final Judgment to the Court for its approval, requesting that the Court enter
20 judgment and retain jurisdiction with respect to the interpretation, implementation,
21 and enforcement of the terms of this Settlement Agreement and all orders and
22 judgments entered in connection therewith.

23 **III. SETTLEMENT TERMS**

24 **A. Funding and Allocation of Settlement**

25 1. Gross Settlement Amount. Provided the Court approves the
26 Settlement and the Effective Date occurs, YSL will pay the Gross Settlement
27 Amount, which is the maximum monetary amount payable by YSL and which shall
28 not exceed the sum of \$250,000.00.

1 2. Settlement Accounting. No more than ten (10) days after the
2 Effective Date, or at a reasonable time thereafter if not reasonably practicable, the
3 Settlement Administrator will provide the Parties with an accounting of all
4 anticipated payments from the Qualified Settlement Account, including: (a) Class
5 Member Payments, (b) the PAGA Payments; (c) the Named Plaintiff Enhancement
6 Payment; (d) the Fees Award and Costs Award to Class Counsel, and (f) Settlement
7 Administration Expenses, all as specified in this Settlement Agreement and
8 approved by the Court.

9 3. Funding the Settlement. Within thirty (30) days after receipt of
10 the Settlement Accounting from the Settlement Administrator, and solely for
11 purposes of this Settlement, Defendant shall wire the Gross Settlement Amount into
12 the Qualified Settlement Account, for distribution in accordance with the terms of
13 this Settlement Agreement. At no time shall Defendant have the obligation to
14 segregate the funds comprising the Gross Settlement Amount from other assets and
15 will retain exclusive authority over, and responsibility for, those funds until the date
16 those amounts are required to be funded pursuant to this Settlement Agreement.

17 **B. Payments from the Gross Settlement Amount**

18 1. Named Plaintiff Enhancement Payment. The Settlement
19 Administrator shall pay any Named Plaintiff Enhancement Payment within sixty
20 (60) days of the Effective Date either by check or wire to an account(s) designated
21 by Class Counsel. Named Plaintiff agrees to provide the Settlement Administrator
22 with an executed IRS Form W-9 within five days after the Effective Date and before
23 the Named Plaintiff Enhancement Payment is issued. The Settlement Administrator
24 shall issue an IRS Form 1099 to Named Plaintiff for this payment. Named Plaintiff
25 shall be solely and legally responsible for paying any and all applicable taxes on the
26 Named Plaintiff Enhancement Payment and shall hold Defendant harmless from any
27 claim or liability for taxes, penalties or interest arising as a result of the Named
28 Plaintiff Enhancement Payment. The Named Plaintiff Enhancement Payment shall

1 be in addition to any Class Member Payment or PAGA Payment the Named
2 Plaintiff receives as a Settlement Class Member and PAGA Aggrieved Employee.
3 If the Court awards a Named Plaintiff Enhancement Payment less than \$10,000.00,
4 the unawarded amount shall remain in the Net Settlement Amount and be distributed
5 to Settlement Class Members.

6 2. Class Counsel's Attorneys' Fees and Costs. Class Counsel will
7 request a Fees Award of up to \$83,333.33, which constitutes one-third of the Gross
8 Settlement Amount and will seek a Costs Award for reimbursement of Class
9 Counsel's costs incurred pursuing the Action. Class Counsel shall submit a
10 declaration to the Court, in support of the motion for final approval, detailing the
11 costs incurred and/or expected to be incurred in the Action to substantiate the Costs
12 Award.

13 a. The Settlement Administrator shall pay any Fees Award
14 and/or Costs Award within sixty (60) days of the Effective Date either by check or
15 wire to an account designated by Class Counsel. Class Counsel agrees to provide
16 the Settlement Administrator with an executed IRS Form W-9 within five days after
17 the Effective Date and before payments for Class Counsel's Fees Award and Costs
18 Award are issued. The Settlement Administrator shall issue an IRS Form 1099 to
19 Class Counsel for the payments made pursuant to this section. Class Counsel shall
20 be solely and legally responsible for paying any and all applicable taxes on their
21 Fees Award or Costs Award and shall hold Defendant harmless from any claim or
22 liability for taxes, penalties or interest arising as a result of any payments received
23 by Class Counsel pursuant to this Agreement. If the Court awards a Fees Award or
24 a Costs Award less than the amount requested by Class Counsel, the unawarded
25 amounts shall remain in the Net Settlement Amount and be distributed to Settlement
26 Class Members. This Settlement is not contingent upon the Court awarding Class
27 Counsel any particular amount in attorneys' fees and costs.
28

1 b. Neither Class Counsel nor any other current or past
2 counsel for Named Plaintiff shall be permitted to petition the Court for, or accept,
3 any additional payments for fees, costs, or interest, and the Fees Award and Costs
4 Award shall be for all claims for attorneys' fees and costs whenever incurred,
5 including past, present and future fees and costs incurred in the Action to date and
6 through and including the Effective Date, as well as final distribution of all
7 payments under this Settlement Agreement and through and after final judgment.
8 Upon the Effective Date, payment of the Fees Award and Costs Award to Class
9 Counsel as set forth herein shall constitute full satisfaction of the obligation to pay
10 any amounts to any person, attorney or law firm for attorneys' fees, expenses or
11 costs arising out of and/or in connection with the Action incurred by any attorney on
12 behalf of Named Plaintiff and/or any of the Class Settlement Members or PAGA
13 Aggrieved Employees, and shall relieve Class Settlement Members, PAGA
14 Aggrieved Employees, Defendant, the Settlement Administrator, the Qualified
15 Settlement Account, and Defendant's Counsel of any other claims or liability to any
16 other attorney or law firm for any attorneys' fees, expenses and/or costs to which
17 any of them may claim to be entitled on behalf of Named Plaintiff and/or any of the
18 Class Settlement Members or PAGA Aggrieved Employees in connection with the
19 claims released in this Settlement.

20 3. PAGA Payment. The PAGA Payment amount is \$50,000.00,
21 which the Parties have agreed is to be paid in settlement of all PAGA claims
22 released in this Settlement Agreement, which shall be allocated as follows.

23 a. Within sixty (60) days of the Effective Date, the
24 Settlement Administrator shall pay from the Qualified Settlement Account
25 \$37,500.00 to the State of California LWDA. This amount is 75% of the
26 \$50,000.00 PAGA Payment.

27 b. The remaining 25% of the PAGA Payment (\$12,500.00)
28 shall be distributed to all PAGA Aggrieved Employees, with each receiving a pro

1 rata share based on the number of pay periods worked during the PAGA Period. To
2 establish the pay period value, the Settlement Administrator will first determine the
3 total number of pay periods worked by the PAGA Aggrieved Employees during the
4 PAGA Period. The pay period value will be equal to 25% of the PAGA Payment
5 divided by the total number of pay periods worked by PAGA Aggrieved Employees
6 during the PAGA Period. The pay period value will be rounded to the nearest cent.
7 The amount of the PAGA Payment to be paid to each PAGA Aggrieved Employee
8 will be determined by multiplying the pay period value by the total number of pay
9 periods each PAGA Aggrieved Employee worked during the PAGA Period.

10 c. The portion of the PAGA Payment paid to the PAGA
11 Aggrieved Employees shall be treated entirely as penalties. In the event that the
12 Court awards less than the full amount requested for the PAGA Payment, the un-
13 awarded amount shall remain in the Net Settlement Amount and be distributed to
14 Settlement Class Members. If for any reason additional funds are allocated to the
15 PAGA Payment, such monies shall be paid from the Gross Settlement Amount
16 which will not exceed \$250,000.00.

17 4. Settlement Administration Costs. The Settlement Administrator
18 shall pay from the Qualified Settlement Account the Court-approved Settlement
19 Administration Costs, within sixty (60) days of the Effective Date, in an amount not
20 to exceed \$6,500. In the event that the Court awards less than the full amount
21 requested for Settlement Administration Costs, the unawarded amounts shall remain
22 in the Net Settlement Amount and shall be distributed to Settlement Class Members.

23 5. Calculation of Class Member Payments. All Settlement Class
24 Members will receive a Class Member Payment, paid from the Net Settlement
25 Amount without the need to make a claim. The Parties agree that 80% of the Class
26 Member Payments shall be allocated to penalties and 20% of the Class Member
27 Payments shall be allocated to wages.
28

1 a. The amount of each Class Member Payment will be
2 calculated on a pro rata basis, based on the number of workweeks each Settlement
3 Class Member worked during the Settlement Class Period. To establish the
4 workweek value, the Settlement Administrator will first determine the total number
5 of workweeks worked by the Settlement Class Members during the Settlement
6 Period. The workweek value will be equal to the Net Settlement Amount divided by
7 the total number of workweeks worked by Settlement Class Members during the
8 Settlement Period not previously released in other matters. The workweek value
9 will be rounded to the nearest cent. The Class Member Payment to each Settlement
10 Class Member will be determined by multiplying the workweek value by the total
11 number of workweeks each of the Settlement Class Members worked during the
12 Settlement Class Period. The total of all Class Member Payments to all Settlement
13 Class Members shall equal the Net Settlement Amount. There is no need for a
14 Settlement Class Member to submit a claim form in order to be eligible for and to
15 receive a Class Member Payment. Any partial workweek will be rounded up to the
16 nearest full workweek. Class Member Payments will be reduced by any required
17 deductions for each Settlement Class Member.

18 6. Method and Timing of Payments to Settlement Class Members
19 and PAGA Aggrieved Employees.

20 a. Class Member Payments and the PAGA Aggrieved
21 Employees' portion of the PAGA Payment will be mailed by the Settlement
22 Administrator by First Class U.S. Mail within sixty (60) calendar days following the
23 Effective Date.

24 b. Checks paid to PAGA Aggrieved Employees and
25 Settlement Class Members shall remain valid and negotiable for 180 days from the
26 date of their issuance. After one-hundred eighty (180) calendar days from the date
27 of mailing, the checks shall become null and void, and any monies remaining in the
28 distribution account shall be distributed to the Controller of the State of California to

1 be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500 *et*
2 *seq.*, for the benefit of those Settlement Class Members and PAGA Aggrieved
3 Employees who did not cash their checks until such time that they claim their
4 property. The Parties agree that this disposition results in no “unpaid residue” under
5 California Civil Procedure Code § 384, as the entire Net Settlement Amount will be
6 paid out to Class Members, whether or not they all cash their Class Member
7 Payments. Therefore, Defendant will not be required to pay any interest on said
8 amount.

9 7. No Effect on Employee Benefits. The Named Plaintiff
10 Enhancement Award, Class Member Payments, and PAGA Payments paid to
11 Named Plaintiff, PAGA Aggrieved Employees, and Settlement Class Members shall
12 be deemed not to be pensionable earnings and shall not have any effect on the
13 eligibility for, or calculation of, any employee benefits (e.g., vacations, holiday pay,
14 retirement plans, etc.) of the Named Plaintiff, PAGA Aggrieved Employees, or
15 Settlement Class Members. The Parties agree that any Named Plaintiff
16 Enhancement Awards, Class Member Payments, and PAGA Payments paid to
17 Named Plaintiff, PAGA Aggrieved Employees, and Settlement Class Members
18 under the terms of this Settlement Agreement do not represent any modification of
19 Named Plaintiff’s, PAGA Aggrieved Employees’, or Settlement Class Members’
20 previously credited hours of service or other eligibility criteria under any employee
21 pension benefit plan or employee welfare benefit plan sponsored by Defendant.
22 Further, any Named Plaintiff Enhancement Award, Class Member Payments, or
23 PAGA Payments shall not be considered “compensation” in any year for purposes
24 of determining eligibility for, or benefit accrual within, an employee pension benefit
25 plan or employee welfare benefit plan sponsored by Defendant.

26 **C. Taxation**

27 1. Tax Treatment of Class Member Payments. Each Class Member
28 Payment shall be allocated between taxable and non-taxable consideration as

1 follows: 20% will be allocated to alleged unpaid wages for which an IRS Form W-2
2 will issue, and 80% will be allocated to alleged penalties, reimbursement of
3 expenses and interest for which an IRS Form 1099 will issue, if required by law.
4 The Settlement Administrator will be responsible for calculating the employee-side
5 taxes owed on the wage portion of each Class Member Payment and deducting and
6 paying these amounts to the appropriate state and federal agencies, within the timing
7 required by applicable state and federal law. Each Settlement Class Member shall
8 be responsible for ensuring that any employee-side taxes due on their settlement are
9 paid.

10 2. Tax Treatment of PAGA Payments. The PAGA Payment
11 distributed to each PAGA Aggrieved Employee will be treated entirely as civil
12 penalties, and will be reported as such to each PAGA Aggrieved Employee on an
13 IRS Form 1099 misc., if required.

14 3. Tax Liability. The Parties make no representation as to the tax
15 treatment or legal effect of the payments called for hereunder, and the Parties,
16 Settlement Class Members, and PAGA Aggrieved Employees are not relying on any
17 statement, representation, or calculation by any of the Parties or by the Settlement
18 Administrator in this regard. Named Plaintiff, Settlement Class Members, and
19 PAGA Aggrieved Employees understand and agree that except for the employer's
20 portion of any payroll taxes, Named Plaintiff, Settlement Class Members, and
21 PAGA Aggrieved Employees will be solely responsible for the payment of any
22 taxes and penalties assessed on the payments described herein and will hold Named
23 Plaintiff, Class Counsel, Defendant, Defendant's Counsel and the Settlement
24 Administrator free and harmless from and against any claims resulting from
25 treatment of such payments as non-taxable damages. Each Party to this Settlement
26 Agreement (for purposes of this section, the "acknowledging party" and each party
27 to this agreement other than the acknowledging party, an "other party")
28 acknowledges and agrees that (1) no provision of this Settlement Agreement, and no

1 written communication or disclosure between or among the Parties or their attorneys
2 and other advisers, is or was intended to be, nor shall any such communication or
3 disclosure constitute or be construed or be relied upon as, tax advice within the
4 meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as
5 amended); (2) the acknowledging party (a) has relied exclusively upon their own,
6 independent legal and tax counsel for advice (including tax advice) in connection
7 with this Settlement Agreement, (b) has not entered into this Settlement Agreement
8 based upon the recommendation of any other party or any attorney or advisor to any
9 other party, and (c) is not entitled to rely upon any communication or disclosure by
10 any attorney or adviser to any other party to avoid any tax penalty that may be
11 imposed on the acknowledging party; and (3) no attorney or adviser to any other
12 Party has imposed any limitation that protects the confidentiality of any such
13 attorney's or adviser's tax strategies (regardless of whether such limitation is legally
14 binding) upon disclosure by the acknowledging party of the tax treatment or tax
15 structure of any transaction, including any transaction contemplated by this
16 Settlement Agreement.

17 **D. Conditional Certification**

18 For the purposes of this Settlement Agreement only, the Parties agree to the
19 certification of the Settlement Class. If, for any reason, the Settlement Agreement is
20 not approved, the stipulation to certification will be void. Should the Settlement
21 Agreement not become final, for whatever reason, the fact that the Parties were
22 willing to stipulate to class certification as part of the Settlement shall have no
23 bearing on, and shall not be admissible in connection with, the issue of whether a
24 class should be certified in a non-settlement context in the Action, and shall have no
25 bearing on, and shall not be admissible in connection with, the issue of whether a
26 class should be certified in any other lawsuit.

27 **E. Release of Claims**

28

1 1. Plaintiff Titania Sabzerou. As of the Effective Date, Plaintiff
2 fully and finally releases the Released Parties from the claims set forth in the
3 Action. Plaintiff's Released Claims include all claims asserted in, arising from or
4 related in any way to the Action, including without limitation any and all claims that
5 could have been asserted as part of the Action based on the facts and causes of
6 action alleged. Plaintiff's Released Claims include all claims for unpaid wages,
7 including failure to pay minimum wages; failure to pay straight time compensation,
8 overtime compensation, double-time compensation, reporting time compensation,
9 and/or interest and/or failure to pay overtime compensation at the regular rate of
10 pay; missed, late, short and/or interrupted meal and/or rest periods, including any
11 claim for any alleged failure to pay premiums for missed, late, short and/or
12 interrupted meal and/or rest periods, or to pay such premiums at the regular rate of
13 compensation; reimbursement for business expenses or any other claim that
14 Defendant allowed or required employees to bear any of the costs associated with
15 the operation of Defendant's business; failure to provide suitable seating in
16 compliance with Wage Order 7-2001(14)(A)-(B); inaccurate or otherwise improper
17 wage statements and/or failure to keep or maintain accurate records; failure to
18 provide timely and complete personnel file records; unlawful deductions from
19 wages; unlawful payment instruments; any claim for unfair business practices
20 arising out of, arising in connection with, or related to any or all of the
21 aforementioned claims; any claim for statutory or civil penalties arising out of,
22 arising in connection with, or related to any or all of the aforementioned claims,
23 including, but not limited to, recordkeeping penalties, wage statement penalties,
24 minimum-wage penalties, liquidated damages, and waiting-time penalties; and
25 attorneys' fees and costs. Plaintiff's Released Claims include all claims arising
26 under the California Labor Code (including, but not limited to, sections 96, 98.6,
27 200, 201, 201.3, 201.5, 202, 203, 204, 205.5, 210, 212, 216, 218, 218.5, 218.6, 221,
28 222, 222.5, 223, 224, 225, 225.5, 226, 226.7, 226.8, 227.3, 246 *et seq.*, 450, 510,

1 511, 512, 516, 558, 558.1, 1102.5¹, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1,
2 1197.2, 1198, 1199, 2698 *et seq.*, 2699 *et seq.*, 2800, 2802, and 2810.5); all claims
3 arising under the Wage Orders of the California Industrial Welfare Commission,
4 including but not limited to Wage Order 7-2001(14)(A)-(B); California Business
5 and Professions Code section 17200, *et seq.*; 12 CCR § 11040; 8 CCR § 11060;
6 California Code of Civil Procedure § 1021.5; the California common law of
7 contract; the Fair Labor Standards Act, 29 U.S.C. § 201 *et seq.*; federal common
8 law; and the Employee Retirement Income Security Act, 29 U.S.C. § 1001, *et seq.*
9 Plaintiff's Released Claims include any and all claims under the Private Attorneys
10 General Act, Cal. Lab. Code § 2698 *et seq.* ("PAGA"), of any kind, including but
11 not limited to the PAGA claims asserted in the Action. This release excludes the
12 release of claims not permitted by law. This release expressly excludes Plaintiff's
13 claims and damages set forth in her individual action filed against Yves Saint
14 Laurent America, Inc. Jessica Alvarez, and David Kutas (Case No.: 30-2023-
15 01365778-CU-OE-CJC) (the "Individual Lawsuit") including, assault, battery, sex-
16 based harassment in violation of FEHA, failure to prevent harassment in violation of
17 FEHA, retaliation in violation of FEHA, intentional infliction of emotional distress,
18 negligent infliction of emotional distress, retaliation in violation of Labor Code
19 section 1102.5, sex discrimination in violation of FEHA, wrongful termination in
20 violation of public policy, sex discrimination in violation of FEHA – pregnancy,
21 failure to prevent discrimination in violation of FEHA, negligent training,
22 supervision and retention, disability discrimination, failure to provide reasonable
23
24

25
26 ¹ It is the intent of the parties to release retaliation in violation of Labor Code section
27 1102.5 claims that relate to the facts set forth in the Class Action/PAGA lawsuit and
28 exclude retaliation in violation of Labor Code section 1102.5 claims and post
termination loss of earnings claims that relate to the facts set forth in Plaintiff's
Individual Lawsuit.

1 accommodations in violation of FEHA, and failure to engage in a good faith
2 interactive process.

3 2. Settlement Class Members. As of the Effective Date, all
4 Settlement Class Members fully and finally release the Released Parties from any
5 and all Class Released Claims. The Class Released Claims include, but are not
6 limited to, all claims arising from, arising in connection with, or related to the facts
7 or claims alleged in the Action, or that could have been raised in the Action based
8 on the facts and claims alleged. The Class Released Claims include, without
9 limitation, all claims for unpaid wages, including, but not limited to, failure to pay
10 minimum wages; failure to pay straight time compensation, overtime compensation,
11 double-time compensation, reporting time compensation, and/or interest, and/or
12 failure to pay overtime compensation at the regular rate of pay; missed, late, short
13 and/or interrupted meal and/or rest periods, including any claim for any alleged
14 failure to pay premiums for missed, late, short and/or interrupted meal and/or rest
15 periods, or to pay such premiums at the regular rate of compensation,
16 reimbursement for business expenses or any other claim that Defendant allowed or
17 required employees to bear any of the costs associated with the operation of
18 Defendant's business; inaccurate or otherwise improper wage statements and/or
19 failure to keep or maintain accurate records; failure to provide timely and complete
20 personnel file records; unlawful deductions from wages; unlawful payment
21 instruments; any claim for unfair business practices arising out of, arising in
22 connection with, or related to any or all of the aforementioned claims; any claim for
23 statutory or civil penalties arising out of, arising in connection with, or related to any
24 or all of the aforementioned claims, including, but not limited to, recordkeeping
25 penalties, wage statement penalties, minimum-wage penalties, liquidated damages,
26 and waiting-time penalties; and attorneys' fees and costs. The Class Released
27 Claims include all such claims arising under the California Labor Code (including,
28 but not limited to, sections 96, 98.6, 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6,

1 226, 226.3, 227.3, 232, 232.5, 246 *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174,
 2 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2698 *et seq.* and
 3 2699 *et seq.*, 2802, and 2810.5; the Wage Orders of the California Industrial
 4 Welfare Commission; California Business and Professions Code section 17200,
 5 *et seq.*; the California Civil Code sections 3287, 3289, 3336 and 3294; California
 6 Code of Civil Procedure § 1021.5; and federal and state common law of contract.
 7 The Class Released Claims include any and all claims under the Private Attorneys
 8 General Act, California Labor Code §§ 2698 *et seq.* (“PAGA”), of any kind arising
 9 from, arising in connection with, or related to the facts, factual predicate, or claims
 10 alleged in the Action and/or claims that could have been alleged based on the
 11 alleged facts. In addition, Settlement Class Members who endorse their settlement
 12 checks waive and release any claims under the Fair Labor Standards Act, 29 U.S.C.
 13 § 201 *et seq.* (“FLSA”) arising during the Settlement Class Period. This release
 14 excludes the release of claims not permitted to be released by law. This release
 15 expressly excludes Plaintiff’s claims and damages set forth in the Individual Action.

16 3. PAGA Aggrieved Employees. As of the Effective Date, all
 17 PAGA Aggrieved Employees fully and finally release the Released Parties from any
 18 and all PAGA Released Claims. The PAGA Released Claims include, but are not
 19 limited to, all claims for civil penalties under the Private Attorneys General Act,
 20 Cal. Labor Code §§ 2698 *et seq.* (“PAGA”) arising from, arising in connection with,
 21 or related to the facts, factual predicate, or claims alleged in the Action and/or
 22 claims that could have been alleged based on the alleged facts, including claims for
 23 unpaid wages, including, but not limited to, failure to pay minimum wages, failure
 24 to pay straight time compensation, overtime compensation, double-time
 25 compensation, reporting time compensation, and/or interest, and/or failure to pay
 26 overtime compensation at the regular rate of pay; missed, late, short and/or
 27 interrupted meal and/or rest periods, including any claim for any alleged failure to
 28 pay premiums for missed, late, short and/or interrupted meal and/or rest periods, or

1 to pay such premiums at the regular rate of compensation; reimbursement for
2 business expenses or any other claim that Defendant allowed or required employees
3 to bear any of the costs associated with the operation of Defendant's business;
4 inaccurate or otherwise improper wage statements and/or failure to keep or maintain
5 accurate records; failure to provide timely and complete personnel file records;
6 unlawful deductions from wages; unlawful payment instruments; any claim for
7 unfair business practices arising out of, arising in connection with, or related to any
8 or all of the aforementioned claims; any claim for statutory or civil penalties arising
9 out of, arising in connection with, or related to any or all of the aforementioned
10 claims, including, but not limited to, recordkeeping penalties, wage statement
11 penalties, minimum-wage penalties, liquidated damages, and waiting-time penalties;
12 and attorneys' fees and costs. The PAGA Released Claims include all such claims
13 for civil penalties under PAGA arising under California Labor Code sections 96,
14 98.6, 200, 201, 202, 203, 204, 210, 218, 218.5, 218.6, 226, 226.3, 227.3, 232, 232.5,
15 246 *et seq.*, 432, 510, 512, 558, 558.1, 1102.5, 1174, 1174.5, 1194, 1194.2, 1197,
16 1197.1, 1197.5, 1198, 1198.5, 1199, 2698 *et seq.* and 2699 *et seq.*), 2802, and
17 2810.5; and the Wage Orders of the California Industrial Welfare Commission.
18 This release excludes the release of claims not permitted to be released by law. This
19 release expressly excludes Plaintiff's claims and damages set forth in the Individual
20 Action.

21 **F. Settlement Administrator Responsibilities**

22 1. The Settlement Administrator shall be responsible for preparing,
23 printing and mailing to the Settlement Class and the PAGA Aggrieved Employees
24 the Notice of Proposed Settlement of Class Action attached as Exhibit 1 hereto (the
25 "Class Notice") as directed by the Court; calculating Class Member Payments and
26 PAGA Payments; calculating and withholding all required state and federal taxes
27 owed by the Settlement Class Members, PAGA Aggrieved Employees, and
28 Defendant; keeping track of opt-outs and objections; drafting and mailing checks to

1 Settlement Class Members and PAGA Aggrieved Employees; distributing the
2 Named Plaintiff Enhancement Payment, the Fees Award, the Costs Award, 75% of
3 the PAGA Payment to the LWDA, and Settlement Administration Costs; providing
4 weekly status reports to counsel for the Parties; providing a due diligence
5 declaration for submission to the Court prior to the Final Approval hearing and as
6 otherwise required by the Court; and for such other tasks as the Parties mutually
7 agree or the Court orders the Settlement Administrator to perform. The Parties each
8 represent they do not have any financial interest in the Settlement Administrator or
9 otherwise have a relationship with the Settlement Administrator that could create a
10 conflict of interest.

11 2. The Settlement Administrator's determination of eligibility for,
12 and the amounts of, any Class Member Payment and share of the PAGA Payment
13 shall be conclusive, final and binding on all Parties, including all Settlement Class
14 Members and PAGA Aggrieved Employees.

15 3. To the extent any tax returns must be filed for the Gross
16 Settlement Amount pursuant to this Settlement Agreement, the Settlement
17 Administrator shall cause to be timely and properly filed all informational and other
18 tax returns, if any, necessary with respect to the Gross Settlement Amount. Such
19 returns shall be consistent with this paragraph. Any expenses and/or costs incurred
20 in connection with the operation and implementation of this paragraph (including,
21 without limitation, reasonable expenses of tax attorneys, accountants or other
22 designees retained by the Settlement Administrator as required for the preparation
23 and filing of tax returns described in this paragraph) shall be treated as, and
24 considered to be, a cost of administration of the Settlement and shall be paid from
25 the Settlement Administration Costs.

26 4. No person shall have any claim against Defendant, Defendant's
27 Counsel, Named Plaintiff, Class Counsel or the Settlement Administrator based on
28 distributions and payments made in accordance with this Settlement Agreement.

1 **G. Notice/Approval of Settlement and Settlement Implementation.** As
2 part of this Settlement, the Parties agree to the following procedures for obtaining
3 preliminary approval of the Settlement, notifying the Settlement Class and PAGA
4 Aggrieved Employees, obtaining final Court approval of the Settlement, and
5 processing the settlement payments:

6 1. Preliminary Approval of Settlement

7 a. Named Plaintiff shall file a motion for preliminary
8 approval of the Settlement in the Action no later than December 6, 2024. Named
9 Plaintiff shall schedule the motion for hearing on the earliest date the Court has
10 available that complies with notice requirements. Named Plaintiff shall seek the
11 entry of a Preliminary Approval Order for: (a) conditional certification of the
12 Settlement Class for settlement purposes only, (b) Preliminary Approval of the
13 proposed Settlement Agreement, and (c) setting a date for a Final Approval hearing.

14 b. In conjunction with the Preliminary Approval Hearing,
15 Named Plaintiff will submit this Settlement Agreement, which sets forth the terms
16 of this Settlement, and will include proposed forms of all notices and other
17 documents as attached hereto necessary to implement the Settlement. Simultaneous
18 with the filing of the Stipulation of Settlement and solely for purposes of this
19 Settlement, Named Plaintiff will request the Court to enter the Preliminary Approval
20 Order (“Preliminary Approval Order” or “Order”) (attached as Exhibit 2 hereto),
21 preliminarily approving the proposed Settlement, and setting a hearing date to
22 determine final approval of the Settlement. The Order shall provide for notice of the
23 Settlement and related matters to be sent to Settlement Class Members and PAGA
24 Aggrieved Employees as specified herein. Class Counsel will be responsible for
25 drafting all documents necessary to obtain Preliminary Approval, subject to review
26 and comment by Defendant’s counsel who shall be provided a minimum of seven
27 (7) days advance notice to review.

1 2. LWDA Notice. Pursuant to the PAGA, concurrently with the
2 filing of the motion for Preliminary Approval, Plaintiff will, pursuant to California
3 Labor Code § 2699(*I*), provide notice of the proposed Settlement to the LWDA.
4 The Parties intend and believe that the notice pursuant to the procedures described
5 in this section complies with the requirements of the PAGA.

6 3. Notice to Settlement Class.

7 a. Notice By First-Class Mail. Within twenty-one (21) days
8 after receipt of the Settlement Class Member List, the Settlement Administrator
9 shall mail a class notice to Settlement Class Members via first-class regular U.S.
10 mail (“Class Notice”). Settlement Class Members will have thirty (30) days from
11 the mailing of the Class Notice to opt-out of or object to the Class Settlement (“Opt
12 Out/Objection Period”). Prior to mailing, the Settlement Administrator will perform
13 a search based on the National Change of Address Database information to update
14 and correct for any known or identifiable address changes and, if necessary, perform
15 reasonable skip-tracing efforts to locate employees. If a new address is obtained by
16 way of a returned Class Notice, the Settlement Administrator shall promptly forward
17 the original Class Notice to the updated address via first-class regular U.S. mail
18 indicating on the original Class Notice the date of such re-mailing.

19 b. Delivery of the Settlement Class Member and PAGA
20 Aggrieved Employee Lists. Within fifty (50) days of entry of the Preliminary
21 Approval Order of this Settlement, Defendant will provide the Settlement Class
22 Member and PAGA Aggrieved Employee Lists (collectively, “Employee Lists”) to
23 the Settlement Administrator, which shall be used solely for the administration of
24 this Settlement and for no other purpose, and shall not be shared with any persons or
25 entity not employed by the Settlement Administrator and working on the
26 administration of this Settlement. Because sensitive personal information is
27 included in the Employee Lists, the Settlement Administrator shall maintain the
28 Employee Lists securely and in confidence. Access to such Employee Lists shall be

1 limited to employees of the Settlement Administrator with a need to use the
2 Employee Lists for administration of the Settlement. In the event that the
3 Settlement Agreement is not finally approved by the Court, or if it is in any way
4 altered or disapproved on appeal, the Settlement Administrator shall not thereafter
5 use the Employee Lists, and shall destroy any and all copies or versions of it
6 (including any in electronic form).

7 c. Notice Satisfies Due Process. Compliance with the notice
8 procedures specified in this Settlement Agreement shall constitute due and sufficient
9 notice to the Settlement Class and PAGA Aggrieved Employees of this Settlement
10 and shall satisfy the requirements of due process. Nothing else shall be required of,
11 or done by, the Parties, Class Counsel or Defendant's Counsel to provide notice of
12 the proposed Settlement. In the event that the procedures in this Settlement
13 Agreement are followed and the intended recipient of a Notice of Settlement still
14 does not receive the Notice of Settlement, the intended recipient shall be a
15 Settlement Class Member and will be bound by all the terms of the Settlement and
16 the Final Approval entered by the Court if the Settlement becomes effective.

17 4. Objections or Exclusions.

18 a. Procedure for Objecting. The Notice shall provide that
19 individuals in the Settlement Class who wish to object to the Settlement may file
20 with the Court and serve on counsel for the Parties a written statement objecting to
21 the Settlement. Such written statement must be filed with the Court and served on
22 counsel for the Parties no later than thirty (30) days after the date the Class Notice is
23 first mailed (the "Objection/Exclusion Deadline Date"). No PAGA Aggrieved
24 Employee may opt out or otherwise be excluded from the PAGA Settlement, as no
25 such right exists under the law. No individual in the Settlement Class shall be
26 entitled to be heard at the Final Approval hearing (whether individually or through
27 separate counsel) or to object to the Settlement, and no written objections or briefs
28 submitted by any individual in the Settlement Class shall be received or considered

1 by the Court at the Final Approval hearing, unless written notice of the individual in
2 the Settlement Class' intention to appear at the Final Approval hearing, and any
3 written objections, have been provided to the Settlement Administrator on or before
4 the Objection/Exclusion Deadline Date. The Parties will be permitted to respond in
5 writing to such objections prior to the Final Approval hearing. Any individual in the
6 Settlement Class who fails to file and serve timely written objections in the manner
7 specified above shall remain Settlement Class Members and shall be deemed to have
8 waived any objections and shall be foreclosed from making any objection (whether
9 by appeal or otherwise) to the Settlement.

10 b. Procedure for Requesting Exclusion. The Class Notice
11 shall provide that individuals in the Settlement Class who wish to exclude
12 themselves from the Settlement Class must submit a signed, written statement
13 requesting exclusion from the Settlement Class on or before the Objection/Exclusion
14 Deadline Date. The opt-out request must state in substance, words to the effect:

15 "I have read the Class Notice and I wish to opt out of the Settlement
16 Class in *Sabzerou v. Yves Saint Laurent America, Inc.* I understand
17 that by requesting to be excluded from the Settlement Class, I will not
18 receive a Class Member Payment. I also understand that I will still
19 receive a PAGA Payment for my share of the PAGA Settlement, if I
20 am entitled to such payment, because I cannot object or exclude myself
21 from the PAGA Settlement."

22 (1) Such written request for exclusion must contain the
23 name, address, telephone number and last four digits of Social Security number of
24 the person requesting exclusion, must be returned by mail to the Settlement
25 Administrator at the specified address, must be signed by the objecting individual in
26 the Settlement Class personally, and must be postmarked or fax stamped, if
27 submitted via facsimile, on or before the Objection/Exclusion Deadline Date. The
28 date of the postmark on the return mailing envelope and/or on fax transmittal shall

1 be the exclusive means used to determine whether a request for exclusion has been
2 timely submitted. If the postmark is illegible then the request for exclusion must
3 arrive within three (3) calendar days after the Objection/Exclusion Deadline Date to
4 be considered timely.

5 (2) Any individual in the Settlement Class who opts out
6 of the Settlement Class will not be entitled to any recovery under the Class
7 Settlement (which refers to claims encompassed by the Net Settlement Amount and
8 excludes the PAGA claims) and will not be bound by the Settlement as it relates to
9 the Class Settlement or have any right to object, appeal or comment in court on the
10 Class Settlement. Any and all individuals in the Settlement Class who fail to submit
11 a valid and timely request for exclusion on or before the Objection/Exclusion
12 Deadline Date shall be Settlement Class Members and shall be bound by all terms of
13 the Settlement and any final judgment entered in these actions if the Settlement is
14 approved by the Court.

15 c. PAGA Aggrieved Employees will not have the
16 opportunity to opt out of, or object to, the PAGA Settlement and release of the
17 PAGA claims set forth in this Settlement Agreement.

18 5. No Solicitation of Settlement Objections or Exclusions. The
19 Parties agree to use their best efforts to carry out the terms of this Settlement. At no
20 time shall any of the Parties, or their counsel, seek to directly or indirectly solicit or
21 otherwise encourage the Settlement Class to submit written objections to the
22 Settlement or requests for exclusion from the Class Settlement, or appeal from the
23 Court's final judgment.

24 6. Certification Reports by the Settlement Administrator.

25 a. The Settlement Administrator will, on a weekly basis
26 during and for a reasonable period following distribution of the Class Notice,
27 provide updates to Class Counsel and Defendant's Counsel as to the number of
28 individuals in the Settlement Class who submitted (i) valid opt-out requests for

1 exclusion; and (ii) objections. All written objections shall be provided to the
2 Parties' counsel within five (5) calendar days of receipt by the Settlement
3 Administrator. To the extent practicable, the weekly updates shall also provide
4 updated data on the extent of Class Notices that are returned undeliverable and any
5 re-mailing efforts.

6 b. Within ten (10) calendar days after the
7 Objection/Exclusion Deadline Date, the Settlement Administrator will prepare a
8 declaration to be provided to Class Counsel and Defendant's Counsel for filing in
9 support of Named Plaintiff's motion for final approval attesting to the following: (i)
10 its mailing efforts regarding the Class Notice; (ii) its receipt of any valid and timely
11 requests for exclusion, and its inability to deliver the Class Notice to the Settlement
12 Class, if any; (iii) the number of Settlement Class Members; (iv) the highest
13 estimated Class Member Payment and PAGA Aggrieved Employees' portion of the
14 PAGA Payment, along with the estimated average Class Member Payment and
15 portion of the PAGA Payment. The Settlement Administrator will also prepare and
16 submit to Class Counsel and Defendant's Counsel for filing in support of the motion
17 any supplemental declaration as may be needed.

18 7. Right of Defendant to Reject Settlement.

19 a. Option to Void Settlement. If, after the
20 Objection/Exclusion Deadline Date, the number of employees in the Settlement
21 Class who have timely submitted requests for exclusion total in number more than
22 five (5) percent of the Settlement Class, Defendant shall have, in its sole discretion,
23 the option to void this Settlement. In order to exercise this option, Defendant must
24 notify Class Counsel in writing within fifteen (15) days after the later of the
25 Objection/Exclusion Deadline Date, or of learning in writing from the Settlement
26 Administrator that the number of individuals in the Settlement Class who have
27 timely submitted requests for exclusion total in number more than 5 percent of the
28 Settlement Class.

1 b. Nullification of Settlement Agreement. In the event: (i)
2 the Court does not enter the Order specified herein; (ii) the Court does not finally
3 approve the Settlement as provided herein; (iii) the Court does not enter a final
4 judgment as provided herein which becomes final as a result of the occurrence of the
5 Effective Date; or (iv) the Settlement does not become final for any other reason,
6 this Settlement Agreement shall be null and void and any order or judgment entered
7 by the Court in furtherance of this Settlement shall be treated as void ab initio. In
8 such a case, the Parties and any funds to be awarded under this Settlement shall be
9 returned to their respective statuses as of the date and time immediately prior to the
10 execution of this Agreement, and the Parties shall proceed in all respects as if this
11 Settlement Agreement had not been executed, except that any fees already incurred
12 by the Settlement Administrator shall be borne equally by the Parties. In the event
13 an appeal is filed from the Court's final judgment, or any other appellate review is
14 sought prior to the Effective Date, administration of the Settlement shall be stayed
15 pending final resolution of the appeal or other appellate review, pending the
16 Effective Date.

17 8. Final Approval Hearing and Entry of Final Judgment.

18 a. Upon expiration of the Opt Out/Objection Period, with the
19 Court's permission, a Final Approval hearing shall be conducted to determine final
20 approval of the Settlement along with the amount properly payable for (i) the Fees
21 Award and Costs Award, (ii) Named Plaintiff Enhancement Awards, (iii) Settlement
22 Administrator's Expenses, and (iv) Class Member Payments; and (v) the PAGA
23 Payments. Upon final approval of the Settlement by the Court at or after the Final
24 Approval hearing, the Parties shall present a Proposed Final Judgment (attached as
25 Exhibit 3 hereto) to the Court for its approval. Class Counsel will be responsible for
26 drafting all documents necessary to obtain Final Approval, including the Final
27 Judgment.
28

b. The Settlement Administrator shall keep counsel for the Parties apprised of all distributions from the Qualified Settlement Account and upon completion of administration of that portion of the Settlement, the Settlement Administrator shall provide written certification, under penalty of perjury, of such completion to the Court and counsel for all Parties.

c. Upon completion of administration of the Settlement, Named Plaintiff and Class Counsel shall provide written certification, under penalty of perjury, of such completion to the Court and Defendant's Counsel.

d. The Settlement Administrator will provide Defendant with an accounting of the employer-side payroll taxes owed within fifteen (15) days from the Objection/Exclusion Deadline.

9. Administration Costs. All of Defendant's own legal fees, costs and expenses incurred in the Action shall be borne by Defendant. As set forth above, claims administration expenses will be paid from the Gross Settlement Amount. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize the costs and expenses incurred in administration of the Settlement.

IV. OTHER PROVISIONS

A. **Publicity.** The Parties agree that neither Named Plaintiff nor Class Counsel shall issue any press release or announcement of any kind related in any way to the Settlement. Named Plaintiff and Class Counsel agree that, prior to preliminary approval of the Settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Named Plaintiff only. Named Plaintiff shall be informed that the Settlement is confidential and shall be advised to keep the Settlement confidential. From and after preliminary approval of the Settlement, Named Plaintiff and Class Counsel may comment regarding the specific terms of the Settlement (1) as required by law; (2) as required under the terms of the Settlement; or (3) as required under counsel's duties and responsibilities

1 as Class Counsel. In all other cases, Named Plaintiff and Class Counsel agree to
2 limit their statements regarding the terms of the Settlement, whether oral, written or
3 electronic (including the world wide web), to say the Action has been resolved and
4 that Named Plaintiff and Class Counsel are satisfied with the terms of the
5 Settlement. Class Counsel shall not, at any time, advertise or mention the terms of
6 the Settlement on personal or firm website(s); shall not discuss the terms of the
7 Settlement with media, general public, or issue press releases; and shall limit any
8 statements regarding the terms of the Settlement to that information that is publicly
9 available. Nothing in this Paragraph is intended to interfere with Class Counsel's
10 duties and obligations to faithfully discharge their duties as Class Counsel, including
11 but not limited to, communicating with Settlement Class Members regarding the
12 Settlement.

13 **B. Privacy of Documents and Information.** Named Plaintiff and Class
14 Counsel agree that none of the documents and information provided to them by
15 Defendant shall be used for any purpose other than settlement of the Action.

16 **C. No Admission By the Released Parties.**

17 1. The Released Parties, including Defendant, deny any and all
18 claims alleged in the Action and deny any and all wrongdoing whatsoever. This
19 Settlement Agreement is not a concession or admission, and shall not be used
20 against Defendant or any of the Released Parties as an admission or indication with
21 respect to any claim of any fault, concession or omission by Defendant or any of the
22 Released Parties. Whether or not the Settlement is finally approved, neither the
23 Settlement, nor any document, statement, proceeding or conduct related to this
24 Settlement Agreement, nor any reports or accounts thereof, shall in any event be: (1)
25 construed as, offered or admitted in evidence as, received as, or deemed to be
26 evidence for any purpose adverse to the Released Parties, including, but not limited
27 to, evidence of a presumption, concession, indication or admission by any of the
28 Released Parties of any liability, fault, wrongdoing, omission, concession or

1 damage; or (2) disclosed, referred to or offered or received in evidence against any
2 of the Released Parties, in any further proceeding in the Action, or any other civil,
3 criminal or administrative action or proceeding, except for purposes of settling the
4 Action pursuant to this Settlement Agreement.

5 2. The Released Parties, including Defendant, shall have the right
6 to use this Settlement, including the Releases set forth above, to defend against any
7 claims asserted by or on behalf of Settlement Class Members, PAGA Aggrieved
8 Employees, or the LWDA, that are encompassed within the Releases, whether such
9 claims are asserted in the Action or any other lawsuit.

10 **D. Exhibits and Headings.** The terms of this Settlement Agreement
11 include the terms set forth in any attached Exhibits 1-3, which are incorporated by
12 this reference as though fully set forth herein. Any Exhibits to this Settlement
13 Agreement are an integral part of the Settlement. The descriptive headings of any
14 paragraphs or sections of this Settlement Agreement are inserted for convenience of
15 reference only and do not constitute a part of this Settlement Agreement.

16 **E. Interim Stay of Proceedings.** The Parties agree to hold all
17 proceedings in the Action, except such proceedings necessary to implement and
18 complete the Settlement including without limitation specifically to effect remand
19 and consolidation, in abeyance pending the Final Approval hearing to be conducted
20 by the Court.

21 **F. Amendment or Modification.** This Settlement Agreement may be
22 amended or modified only by a written instrument signed by all Parties or their
23 successors-in-interest.

24 **G. Entire Agreement.** This Settlement Agreement and any attached
25 Exhibits constitute the entire agreement among these Parties with respect to
26 resolution of the Action. To the extent there are any other oral or written
27 agreements relating to the subject matter of this Settlement Agreement, this
28 Settlement Agreement controls and supersedes all such agreements. No oral or

1 written representations, warranties or inducements have been made to any Party
2 concerning this Settlement Agreement or its Exhibits other than the representations,
3 warranties and covenants contained and memorialized in this Settlement Agreement
4 and any attached Exhibits.

5 **H. Authorization to Enter Into Settlement Agreement.** Counsel for the
6 Parties warrant and represent they are expressly authorized by the Parties whom
7 they represent and who are signing this Settlement Agreement, to negotiate this
8 Settlement Agreement and to take all appropriate action required or permitted to be
9 taken by such Parties pursuant to this Settlement Agreement to effectuate its terms,
10 and to execute any other documents required to effectuate the terms of this
11 Settlement Agreement. The Parties and their counsel will cooperate with each other
12 and use their best efforts to effect the implementation of the Settlement.

13 **I. Binding on Successors and Assigns.** This Settlement Agreement shall
14 be binding upon, and inure to the benefit of, the successors or assigns of the Parties
15 hereto, as previously defined.

16 **J. California Law Governs.** All terms of this Settlement Agreement and
17 the Exhibits hereto shall be governed by and interpreted according to the laws of the
18 State of California.

19 **K. Counterparts.** This Settlement Agreement may be executed in one or
20 more counterparts. All executed counterparts and each of them shall be deemed to
21 be one and the same instrument provided that counsel for the Parties to this
22 Settlement Agreement shall exchange among themselves original signed
23 counterparts.

24 **L. This Settlement is Fair, Adequate and Reasonable.** The Parties
25 believe this Settlement is a fair, adequate and reasonable settlement of the Action
26 and have arrived at this Settlement in arms-length negotiations, taking into account
27 all relevant factors, present and potential. This Settlement was reached after
28 extensive negotiations and mediation with a well-renowned class action mediator.

M. Jurisdiction. The Court shall retain jurisdiction with respect to the interpretation, implementation and enforcement of the terms of this Settlement Agreement and all orders and judgments entered in connection therewith, and the parties and their counsel hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and enforcing the settlement embodied in this Settlement Agreement and all orders and judgments entered in connection therewith.

N. Cooperation and Drafting. Each of the parties has cooperated in the drafting and preparation of this Settlement Agreement. Hence, in any construction made to this Settlement Agreement, the same shall not be construed against any of the Parties.

O. Invalidity of Any Provision. Before declaring any provision of this Settlement Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

P. Named Plaintiff General Release Remains Effective. Named Plaintiff agrees to sign this Settlement Agreement, and by signing this Settlement Agreement is bound by the terms herein stated upon final approval, including without limitation the general release set forth above. Named Plaintiff shall retain her right to participate as a Settlement Class Member under this Settlement Agreement, and agrees that she may not opt out of the Settlement Class.

Dated: 12/4/2024

DocuSigned by:

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PLAINTIFF TITANIA SABZEROU

DEFENDANT YVES SAINT LAURENT

Dated:

By

[name]

[title]

Approved as to Form:

Dated:

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By

BROOKE PURCELL
AMANDA E. BECKWITH
SHAYLA M. GRIFFIN

Attorneys for Defendant
YVES SAINT LAURENT AMERICA, INC.,
a New York corporation

Dated: 12-4-24

ROBINSON DI LANDO
A Professional Law Corporation

By



MICHAEL C. ROBINSON, JR.
ORION S. ROBINSON
WENGUANG BI

Attorneys for Plaintiff
TITANIA SABZEROU

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DEFENDANT YVES SAINT LAURENT

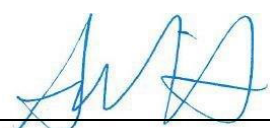
Dated: December 6, 2024

By _____
EDUARDO PEREZ
CHIEF OPERATING OFFICER / CHIEF
FINANCIAL OFFICER

Approved as to Form:

Dated: December 6, 2024

SHEPPARD, MULLIN, RICHTER & HAMPTON
LLP

By  _____
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SHAYLA M. GRIFFIN

Attorneys for Defendant
YVES SAINT LAURENT AMERICA, INC.,
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Dated:

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Attorneys for Plaintiff
TITANIA SABZEROU

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DEFENDANT YVES SAINT LAURENT

Dated: December 6, 2024

By

DocuSigned by:
Eduardo Perez
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EDUARDO PEREZ
CHIEF OPERATING OFFICER / CHIEF
FINANCIAL OFFICER

Approved as to Form:

Dated:

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