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ELAM'S JEWELRY, INC

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

KRISTEN HOSSEINI, an individual, on
behalf of herself and on behalf of all persons
similarly situated;

Plaintiff,

vs.

ELAM'S JEWELRY, INC., and DOES 1
through 50, inclusive,

Defendants.

Case No.: 37-2023-00033778-CU-OE-CTL

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND RELEASE
BETWEEN PLAINTIFF, ON BEHALF OF
HERSELF AND ALL OTHERS
SIMILARLY SITUATED, AND
DEFENDANT**

This Joint Stipulation of Settlement and Release (hereinafter “Stipulation of Settlement” or “Settlement”) is made and entered into by and between Plaintiff Kristen Hosseini (“Plaintiff”), individually, and on behalf of other members of the general public similarly situated, on the one hand, and ELAM'S JEWELRY, INC. (“Defendant”) on the other hand. This Stipulation of Settlement shall be binding on Plaintiff and those persons Plaintiff seeks to represent, and on Defendant and the Released Parties, subject to the terms and conditions hereof and the Court’s approval. The Settlement contemplated by this Stipulation of Settlement is sometimes hereinafter referred to as the “Settlement.” Plaintiff and Defendant are collectively referred to herein as “the Parties.”

THE PARTIES STIPULATE AND AGREE as follows:

1. Plaintiff filed her Class Action Complaint in San Diego County Superior Court on August 8, 2023, and her First Amended Complaint on August 10, 2023. Plaintiff filed the operative Second Amended Complaint on March 29, 2024. Plaintiff filed her PAGA Notice letter with the LWDA on June 9, 2023. Defendant filed an answer to the complaint denying all material allegations and asserting affirmative defenses.

2. Plaintiff's Complaint asserts causes of action on behalf of herself and the putative class members as follows: (1) unfair competition, (2) failure to pay minimum wages, (3) failure to pay overtime wages, (4) failure to provide meal periods, (5) failure to provide rest periods, (6) failure to provide accurate wage statements, (7) failure to reimburse business expenses, (8) waiting time penalties, (9) failure to pay sick pay, (10) discrimination and retaliation in violation of FEHA, (11) retaliation in violation of Cal. Lab. Code section 1102.5, and (12) penalties under PAGA. Plaintiff's Complaint seeks recovery of alleged damages, penalties, interest, and attorneys' fees and costs. The term "Action" means this putative class action pending in San Diego County Superior Court.

3. Plaintiff has not filed a motion for class certification in this action, nor has a date been set by the Court for the filing of such a motion.

4. This Action has been actively litigated. There have been on-going investigations, and there has been an exchange of extensive documentation and information, as well as one mediation session held on October 3, 2024.

5. For purposes of this Settlement, the “Settlement Class” or “Class Members” shall mean all current and former non-exempt employees employed by Defendant in California at any time from August 8, 2019, through October 3, 2024.

6. The “PAGA Settlement Group Members” will consist of all current and former non-exempt employees employed by Defendant in California at any time from August 8, 2022 through October 3, 2024.

7. The Settlement Class shall not include any person who previously settled or released any of the claims covered by this Settlement, or any person who previously was paid or received awards through civil or administrative actions for the claims covered by this Settlement.

8. Solely for the purpose of settling this case, the Parties stipulate and agree that the requisites for establishing class certification with respect to the Settlement Class have been met and are met. More specifically, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members.

b. There are common questions of law and fact including, but not limited to, the following:

i. Whether Defendant complied with applicable laws affecting Plaintiff and the Settlement Class under the California Labor Code and the Wage Orders of the California Industrial Welfare Commission; and

ii. Whether Plaintiff and the Settlement Class are entitled to alleged penalties, interest, and attorneys' fees and costs.

c. Plaintiff's claims are typical of the claims of the members of the Settlement Class.

d. Plaintiff will fairly and adequately protect the interests of the Settlement Class, and that the law firms of Castle Law: California Employment Counsel, PC, and Blumenthal Nordrehaug Bhowmik De Blouw, should be “Class Counsel,” and will fairly and adequately protect the interests of the Settlement Class.

e. The prosecution of separate actions by individual members of the Settlement Class would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct.

f. With respect to the Settlement Class, Plaintiff believes that questions of law and fact common to the members of the Settlement Class predominate over any questions affecting any individual member in such Class, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

8. Defendant denies any liability or wrongdoing of any kind whatsoever associated with the claims alleged in the Action, and further denies that, for any purpose other than settling this Action, this Action is appropriate for class or representative treatment. With respect to Plaintiff's claims, Defendant contends, among other things, that it has complied with all applicable state, federal and local laws affecting Plaintiff and the Settlement Class.

9. It is the desire of the Parties to fully, finally and forever settle, compromise and discharge all disputes and claims arising from or related to the Action. To achieve a full and complete release of Defendant, each Class Member acknowledges that this Stipulation of Settlement

1 is intended to include in its effect any and all claims under state, federal and local law that were or
2 could have been asserted based on the facts and allegations made in the Action, and any
3 amendments thereto.

4 10. It is the intention of the Parties that this Stipulation of Settlement shall constitute a
5 full and complete settlement and release of all claims arising from the allegations of this class action
6 and PAGA case, which release includes in its effect Defendant and all its present, former, or future,
7 direct or indirect parent companies, subsidiaries, corporations in common control, owners,
8 divisions, concepts, co-employers, related or affiliated companies, members, officers, directors,
9 employees, contractors, partners (both general and limited), shareholders, agents, attorneys, legal
10 representatives, insurers, re-insurers, predecessors, successors, and assigns, and any other individual
11 or entity which could be liable for any and all such claims. The groups described in this paragraph
12 10 are collectively referred to as the “Released Parties”.

13 11. Counsel for the Settlement Class have conducted a thorough investigation into the
14 facts of this Action, and have diligently pursued an investigation of Class Members’ claims against
15 Defendant. Based on their own independent investigation and evaluation, Class Counsel are of the
16 opinion that the Settlement with Defendant for the consideration and on the terms set forth in this
17 Stipulation of Settlement is fair, reasonable and adequate and is in the best interest of the Settlement
18 Class in light of all known facts and circumstances, including the risk of significant delay, the risk
19 the Settlement Class will not be certified by the Court, defenses asserted by Defendant and
20 numerous potential appellate issues. Defendant and Defendant’s counsel also agree that the
21 Settlement is fair and in the best interest of the Parties.

1 12. The Parties agree to cooperate and to take all steps necessary and appropriate to
2 consummate this Settlement and for entry of judgment in accordance with this Stipulation of
3 Settlement.

4 13. This Settlement requires Defendant to pay Settlement Awards (defined below)
5 according to a specified formula to each Settlement Class Member who fails to submit a timely and
6 valid Request for Exclusion as specified in this Settlement (“Participating Class Member”) as well
7 as to each Settlement Class Member who was employed during the PAGA Period (August 8, 2022
8 through October 3, 2024), regardless of whether or not that Class Member timely excluded
9 him/herself from the Settlement. The maximum settlement amount is \$220,000, including the
10 Settlement Awards, Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses and costs,
11 the enhancement award to the class representative, \$25,000 allocated to penalties under the
12 California Private Attorneys General Act (“PAGA”) with \$18,750 (three-quarters) paid to the
13 California Labor and Workforce Development Agency (“LWDA”) and \$6,250 (one-fourth, referred
14 to herein as the “PAGA Settlement Amount”) paid to the PAGA Settlement Class as described
15 below, and settlement administration expenses (“maximum total liability”). It is understood and
16 agreed that Defendant’s maximum total liability under the Settlement shall not exceed \$220,000.00,
17 with the exception of any pro rata increase pursuant to Section 14(c)(i) below, and the individual
18 settlement payment made to Plaintiff, which is the subject of a separate confidential written
19 settlement agreement. It is further understood and agreed that Defendant shall have no obligation to
20 pay any person, entity, or organization more than the amount of the maximum total liability under
21 the Settlement.
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TERMS OF SETTLEMENT

14. NOW THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

a. It is agreed by and among Plaintiff and Defendant that this Action and any claims, damages or causes of action arising out of the disputes which are the subject of this Action, be settled and compromised as between the Settlement Class and Defendant, subject to the terms and conditions set forth in this Stipulation of Settlement and the approval of the Court.

b. Effective Date: The Settlement embodied in this Stipulation of Settlement shall become effective ("Effective Date") when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. The Gross Settlement Amount shall be paid as follows: Assuming the Settlement becomes effective, funding of the full settlement amount shall be paid to the Settlement Administrator agreed upon by the Parties and approved by the Court one year after the Court enters its order granting final approval to the settlement. It is further agreed by the Parties that this Settlement will not become effective if Defendant, contrary to Paragraph 13 above, is required to pay more than the total amount of their maximum total liability under the Settlement as set forth in Paragraph 13 under any circumstances, with the exception of any pro rata increase pursuant to Section 14(c)(i) below. It is further agreed by and between the Parties that this Settlement shall not become effective, and Defendant shall not have any obligation (monetary or

otherwise) under the terms of this Settlement, unless and until any objections, writs and/or appeals, and any rights of appeal with respect to any objections or the judgment, have been finally exhausted and resolved upholding the terms of this Settlement.

c. Maximum Settlement Amount, Net Settlement Amount and PAGA

Settlement Amount: To implement the terms of this Settlement, Defendants agree to pay \$220,000.00 (“Maximum Settlement Amount”). The Parties agree the Maximum Settlement Amount will be fully paid out, with no residue returning to Defendant. At no time shall Defendant have the obligation to segregate the funds comprising the Maximum Settlement Amount, and Defendant shall retain exclusive authority over, and the responsibility for, those funds subject to the disbursement of funds necessary to effectuate the Settlement. All Settlement Awards paid to Class Members, the attorneys’ fees and costs to Class Counsel, the enhancement award to the Class Representative, the fees and expenses of the Settlement Administrator, the payment to the LWDA pursuant to PAGA, and any other payments provided by this Settlement, shall be paid out of the Maximum Settlement Amount. The Net Settlement Amount shall be calculated by deducting all Class Counsel’s attorneys’ fees, Class Counsel’s litigation expenses, the enhancement award, payroll taxes, \$18,750 attributable to PAGA penalties (the “PAGA Settlement Amount”), and settlement administration expenses from the Maximum Settlement Amount (“Net Settlement Amount”). Class Members shall not be required to submit claim forms to participate in the Settlement; all Participating Class Members will be mailed settlement award checks, as will all non-Participating Class Members who were employed during the PAGA Period.

i. Class Size: To mediate and negotiate this settlement, Defendant represented that the Settlement Class Members consist of approximately 216 unique persons who have worked an estimated 22,138 applicable workweeks during the class period. The Parties further

1 agree that if the number of workweeks worked by class members increases by more than 10 percent
2 above 22,138 (*i.e.*, to greater than 24,351 workweeks), Defendant at its sole discretion shall either:
3 (1) increase the Gross Settlement Amount by the proportional amount for the percentage of
4 workweeks above ten (10) percent; or (2) end the applicable period at the point in time where there
5 are less than 24,351 workweeks at issue..

6 ii. Settlement Awards to Participating Class Members: Settlement
7 Awards to Participating Class Members will be determined based on the number of workweeks
8 worked in California in a non-exempt position by the Class Members during the Class Period based
9 on information to be provided by Defendant. Defendant's workweek data will be presumed to be
10 correct, unless a particular Class Member proves otherwise to the Settlement Administrator by
11 credible written evidence. All workweek count disputes will be resolved and decided by the
12 Settlement Administrator, and the Settlement Administrator's decision on all workweek count
13 disputes will be final and non-appealable. The amount to be paid per workweek to Participating
14 Class Members will be calculated by the Settlement Administrator by dividing the Net Settlement
15 Amount by the number of workweeks worked by Participating Class Members. In addition, each
16 Participating Class Member will get a payment from the Private Attorneys General Act Allocation
17 based on the number of workweeks worked during the PAGA period. Any person who opts out of
18 the Settlement is not a Participating Class Member, and is ineligible to object to the Settlement.

19 iii. Private Attorneys General Act Allocation: The Parties have agreed to
20 allocate \$25,000 of the Maximum Settlement Amount to penalties under the California Private
21 Attorneys General Act ("PAGA"). Seventy-five percent (75%) of this amount, or in other words
22 \$18,750, will be paid to the Labor and Workforce Development Agency ("LWDA") of the State of
23 California, and the remaining balance of \$6,2500 will be distributed to Class Members who worked
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1 for Defendants during the PAGA Period based on the pro-rata share of workweeks worked by each
2 Class Member during the PAGA Period. Notwithstanding the submission of a timely and proper
3 request for exclusion, Class Members who were employed by Defendant during the PAGA Period
4 will still be bound by the settlement and release of the PAGA Claims or remedies under the Final
5 Judgment pursuant to *Arias v. Superior Court*, 46 Cal.4th 868 (2009) as requests for exclusion do
6 not apply to the PAGA Claims (and hence will receive a payment from the PAGA Settlement
7 Amount).

8 iv. Allocation of Settlement Awards: The Parties have agreed, based on
9 the allegations in the Action, that individual Settlement Awards payable to Participating Class
10 Members from the Net Settlement Amount will be allocated as follows: (1) ten percent (10%) will
11 be allocated to alleged unpaid wages for which IRS Forms W-2 will issue; (2) eighty percent (80%)
12 will be allocated to alleged unpaid penalties; and (3) ten percent (10%), interest for which IRS
13 Forms 1099-MISC will issue. Payments made to Class Members from the PAGA Settlement
14 Amount shall be allocated entirely to unpaid penalties for which IRS Forms 1099-MISC will issue.

15 v. Settlement Awards Do Not Trigger Additional Benefits: All
16 Settlement Awards to Class Members shall be deemed to be income to such Class Members solely
17 in the year in which such awards actually are received by the Class Members. It is expressly
18 understood and agreed that the receipt of such Settlement Awards will not entitle any Class Member
19 to additional compensation or benefits under any company bonus, contest or other compensation or
20 benefit plan or agreement in place during the period covered by the Settlement, nor will it entitle
21 any Class Member to any increased retirement, 401(k) benefits or matching benefits, or deferred
22 compensation benefits. It is the intent of this Settlement that the Settlement Awards provided for in
23 this Agreement are the sole payments to be made by Defendant to the Class Members in connection
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1 with this Settlement, and that the Class Members are not entitled to any new or additional
2 compensation or benefits as a result of having received the Settlement Awards (notwithstanding any
3 contrary language or agreement in any benefit or compensation plan document that might have been
4 in effect during the period covered by this Settlement).

5 vi. Attorneys' Fees and Litigation Costs: Subject to Court approval or
6 modification, Defendant further agrees not to oppose Class Counsel's application for attorneys' fees
7 and litigation costs as set forth in Paragraph 16 below.

8 vii. Class Representative: The Parties agree to the designation of Plaintiff
9 as the "Class Representative." Subject to Court approval, Defendants agree not to oppose
10 Plaintiff's request for an Enhancement Award of up to \$5,000. The Enhancement Award is in
11 addition to any claimed individual Settlement Award to which Plaintiff is entitled. The
12 Enhancement Award is to be part of, and to be deducted from, the Maximum Settlement Amount.
13 The Settlement Administrator will issue an IRS Form 1099-MISC for the Enhancement Award to
14 the Plaintiff for her service as the Class Representative, and Plaintiff will be responsible for
15 correctly characterizing this compensation for tax purposes and for paying any taxes on the amounts
16 received. Should the Court approve an Enhancement Award to the Class Representative in an
17 amount less than that set forth above, the difference between the lesser amount approved by the
18 Court and the Enhancement Award set forth above shall be added to the Net Settlement Amount.

19 viii. Settlement Administrator: The Settlement Administrator will be
20 ILYM Group, Inc., or such other settlement administrator as may be mutually agreeable to the
21 Parties and approved by the Court. All administration expenses shall be paid out of the Maximum
22 Settlement Amount.

ix. Mailing of Settlement Awards: The Settlement Administrator will cause the Settlement Awards to be mailed to the Class Members within 30 calendar days after the Effective Date of the Settlement (defined above in Paragraph 14).

x. Class Notice: For each Class Member, there will be pre-printed information on the Notice of Pendency of Class Action and Proposed Settlement ("Class Notice"), based on Defendant's records, stating the number of workweeks worked as Class Member during the Class Period, along with each Class Member's estimated Settlement Award amount, assuming all Class Members participate and the final number of workweeks worked is the same as existed at the time of mailing the Class Notice. The pre-printed information based on Defendant's records shall be presumed to be correct unless written proof to the contrary is provided to the Settlement Administrator. A Class Member may challenge the pre-printed information on the Class Notice as to the workweeks worked during the Class Period by submitting written evidence to the Settlement Administrator. All disputes regarding workweeks worked will be resolved and decided by the Settlement Administrator, and the Settlement Administrator's decision on all disputes will be final and binding.

d. Right to Rescission: In the event more than ten (10) percent of Settlement Class Members opt out of the settlement, Defendant may terminate the settlement in its sole discretion, this Memorandum of Understanding and the stipulation of settlement shall be of no further force or effect, and the Parties shall be restored to their *status quo ante* positions. The failure of the Court to approve the amount of attorneys' fees and costs requested by Plaintiff's counsel shall not be grounds for Plaintiff to terminate the settlement. Likewise, the failure of the Court to approve the amount of the enhancement award requested by Plaintiff shall not be grounds for Plaintiff to terminate the settlement..

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CLAIMS ADMINISTRATION

15. The Parties have agreed to the appointment of ILYM Group, Inc. to perform the customary duties of Settlement Administrator; provided, however, the Parties shall have the right to select or substitute a different Settlement Administrator by mutual agreement and approval by the Court. The Settlement Administrator will mail the Class Notice to all Class Members. The Settlement Administrator will independently review Defendant's data as to the number of pay periods worked during the Class Period, and will calculate the amounts due to Class Members in accordance with this Stipulation of Settlement. The Settlement Administrator shall report, in summary or narrative form, the substance of its findings. The Settlement Administrator shall be granted reasonable access to Defendants' records to perform its duties. At the request of Defendant, and upon receipt of funds from Defendant, the Settlement Administrator will issue and send out Settlement Award checks to Class Members. Tax treatment of the Settlement Awards will be as set forth herein. All disputes relating to the Settlement Administrator's performance of its duties shall be referred to the Court, if necessary, which will have continuing jurisdiction over the terms and conditions of this Stipulation of Settlement until all payments and obligations contemplated by this Stipulation of Settlement have been fully carried out.

ATTORNEYS' FEES AND LITIGATION COSTS

16. In consideration for settling this Action, in exchange for the release of claims by the Settlement Class, and subject to final approval or modification by the Court, Defendant agrees not to oppose Class Counsel's application for attorneys' fees not to exceed 33.33 percent of the Maximum Settlement Amount, or in other words up to \$73,326.00 and attorneys' costs not to exceed \$20,000.00, from the Maximum Settlement Amount. The amounts set forth above will cover all work performed and all fees and costs incurred to date, and all work to be performed and

1 all fees and costs to be incurred in connection with the approval by the Court of this Stipulation of
2 Settlement, the administration of the Settlement, and obtaining the final judgment. Should Class
3 Counsel request lesser amounts, or should the Court approve lesser amounts for attorneys' fees and
4 litigation costs, the difference between the lesser amounts and the maximum amounts set forth
5 above shall be added to the Net Settlement Amount.

6 NOTICE TO THE PLAINTIFF CLASS

7 18. Class Notice as approved by the Court, shall be sent by the Settlement
8 Administrator to the Class Members by first class mail. Any returned envelopes from this mailing
9 with forwarding addresses will be used by the Settlement Administrator to forward the Notice to
10 the Class Members.

11 a. Within 21 calendar days of preliminary approval of this Settlement by the
12 Court, Defendant shall provide to the Settlement Administrator a spreadsheet of the Class
13 Members' names, last-known addresses, last-known telephone numbers, Social Security numbers
14 ("Class Member Information"), and workweek data. The Class Members' contact information and
15 Social Security numbers will be used only by the Settlement Administrator for the sole purpose of
16 effectuating the Settlement, and will not be provided to Class Counsel at any time or in any form.
17 To the extent Class Counsel possesses or comes to possess the Class Members' contact information
18 and/or Social Security numbers, Class Counsel shall return all such information (including copies
19 and data or information derived therefrom) within five (5) days of the date the Court preliminarily
20 approves the Settlement, shall not retain copies of such information, and shall not maintain or use
21 such information for any purpose. The spreadsheet provided for above, shall be based on
22 Defendants' payroll and other business records and in a format acceptable to the Settlement
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1 Administrator. Within 35 calendar days of preliminary approval of this Settlement, the Settlement
2 Administrator will mail the Class Notice to Class Members.

3 b. Notices returned to the Settlement Administrator as non-delivered during the
4 60 calendar day period for objecting to the Settlement, or disputing the workweeks worked during
5 the Class Period, shall be resent to the forwarding address, if any, on the returned envelope. If there
6 is no forwarding address, the Settlement Administrator will do a check of the Class Members'
7 addresses against those on file with the U.S. Postal Service's National Change of Address List and
8 will skip-trace return mail and re-mail within three (3) calendar days of receipt using the Class
9 Member's social security number; this search will be performed only once per Class Member by the
10 Settlement Administrator. Upon completion of these steps by the Settlement Administrator,
11 Defendants and the Settlement Administrator shall be deemed to have satisfied their obligations to
12 provide the Class Notice to the affected member of the Settlement Class. The affected member of
13 the Settlement Class shall remain a member of the Settlement Class and shall be bound by all the
14 terms of the Stipulation of Settlement and the Court's Order and Final Judgment.

15 c. The Class Notice shall also identify the procedures for opting out of or
16 objecting to the Settlement.

17 e. Class Counsel shall provide to the Court, at least sixteen (16) court days
18 before the final fairness hearing, an initial declaration by the Settlement Administrator of due
19 diligence and proof of mailing with regard to the mailing of the Class Notice.

20 SETTLEMENT AWARDS

21 19. Settlement Awards shall remain valid and negotiable for one hundred eighty
22 (180) calendar days from the date of their issuance; upon the deadline to cash the Settlement
23 Awards, the checks will automatically be canceled by the Settlement Administrator if not cashed
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1 by the Class Member within that time, and the Class Member's claim will remain released by the
2 Settlement. The Settlement Awards provided to Class Members shall prominently state the
3 expiration date or a statement that the checks will expire in one hundred eighty (180) days, or
4 alternatively, such a statement may be made in a letter accompanying the check. Expired
5 Settlement Awards will not be reissued, except for good cause and as mutually agreed by the
6 Parties in writing. The Settlement Administrator will send one reminder notice to all Class
7 Members who have not cashed the settlement award check 30 days prior to the deadline. Any
8 residue from uncashed Settlement Awards after the expiration date will be Funds from uncashed or
9 returned checks will be distributed to the State Controller Unclaimed Property Fund pursuant to
10 Code of Civil Procedure Section 384, subject to Court approval. Upon completion of its
11 calculation of payments, the Settlement Administrator shall provide Defendant with a report listing
12 the amount of all payments to be made to each Class Member. Defendant, on behalf of the
13 Released Parties, will pay to the Settlement Administrator the Gross Settlement Amount, after the
14 Settlement becomes effective as defined in Paragraph 14, pursuant to the schedule identified in
15 Paragraph 14(b) above. The Settlement Administrator shall disburse the payment in accordance
16 with Paragraph 14. The Settlement Administrator will be responsible for making appropriate
17 deductions, paying to Class Counsel any Court-approved attorneys' fees and litigation costs,
18 paying to the Class Representative any Court-approved Enhancement Award, paying the LWDA
19 seventy-five percent (75%) of the amount allocated for PAGA penalties above, meeting tax
20 reporting obligations, and for issuing the individual Settlement Awards to Class Members. Proof
21 of payment will be filed with the Court and provided to Class Counsel and Defendants' Counsel
22 within one hundred twenty (120) calendar days from the Effective Date.
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OPTING OUT OF / OBJECTING TO THE SETTLEMENT

20. Opting Out of the Settlement. For those Class Members who do not wish to participate in the Settlement, such Class Members may exclude themselves (i.e., opt out) by submitting a timely written request to the Settlement Administrator. The written request ("Request for Exclusion") should state that he/she has received the Class Notice, decided not to participate in the Settlement, and words to the effect that he/she desires to be excluded from the Settlement. The Request for Exclusion must also state the individual's full name, address, last four digits of Social Security Number, and telephone number. The Request for Exclusion must be signed, dated and mailed by First Class U.S. Mail, or the equivalent, to the Settlement Administrator. All Requests for Exclusion must be postmarked and mailed to the Settlement Administrator no later than 45 calendar days after the Settlement Administrator mails the Notice to the Class Members. Any individual who submits a Request for Exclusion will not be allowed to object to the terms of the Settlement. If a Settlement Class Member submits both an objection and a valid and timely request for exclusion, the request for exclusion will override the objection, and the objection shall therefore be ignored.

21. Objecting to the Settlement. Any Participating Class Member that wishes to object to the fairness, reasonableness, or adequacy of this Agreement or the proposed Settlement may provide to the Settlement Administrator (who shall forward it to Class Counsel and counsel for Defendants), a timely statement of objection. To be timely, an objection must be mailed to the Settlement Administrator, and postmarked no later than 60 calendar days after the Settlement Administrator mailed the Notice to the Class Members. The date of the postmark on the return-mailing envelope shall be the exclusive means used to determine whether an objection has been timely submitted. An objection must contain at least the following: (i) the objector's full name,

1 address, telephone, last four digits of Social Security Number, and signature; (ii) a clear reference to
2 the Lawsuit; (iii) a statement of the specific legal and factual basis for each objection argument; and
3 (iv) a statement whether the objecting person intends to appear at the Final Approval Hearing, either
4 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
5 bar number, address and telephone number. All objections shall be signed by the objecting
6 Participating Class Member, even if the Participating Class Member is represented by counsel. The
7 right to object to the proposed Settlement must be exercised individually by a Participating Class
8 Member. Attempted collective, group, class or subclass objections shall be ineffective and
9 disregarded. If the Court rejects the objection, the Participating Class Member will be bound by the
10 terms of the Settlement.

11 RELEASE BY THE CLASS

12 22. Upon final approval by the court, the participating Class Members (i.e., Class
13 Members who do not opt out of the settlement) shall be deemed to have fully, finally, and forever
14 released Releasees for any and all such claims asserted or that could reasonably have been asserted
15 based on the facts alleged in the Action and/or the LWDA letter submitted by Plaintiff, through her
16 counsel, to the LWDA, including, but not limited to, all claims arising under the California Labor
17 Code, including sections 200-204, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1197.1,
18 1198, 2800, and 2802, as alleged in the Second Amended Complaint, claims under California
19 Business & Professions Code §§ 17200, *et seq.*, and the wage orders of the California Industrial
20 Welfare Commission, based the facts alleged in the Action (collectively “Released Class Claims”).

21 23. Subject to Court approval, the State of California and all PAGA Settlement Group
22 Members shall be deemed to release Defendant and the Released Parties of all claims under the
23 Labor Code Private Attorneys General Act of 2004, California Labor Code section 2698 *et seq.*

1 (“PAGA”) based on claims asserted or that could reasonably have been asserted based on the facts
2 alleged in the Action and/or the LWDA letter submitted by Plaintiff, through her counsel, to the
3 LWDA, including all claims arising under the California Labor Code including, sections 200-204,
4 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, as alleged in
5 the Second Amended Complaint, and the wage orders of the California Industrial Welfare
6 Commission based the facts alleged in the Action (collectively “Released PAGA Claims”). These
7 claims shall be released by PAGA members regardless of whether Plaintiff and/or a PAGA Member
8 negotiates (cashes) their/his/her settlement checks sent pursuant to this Settlement. PAGA
9 Members cannot and do not have the right to opt out of the PAGA Group and/or release of their
10 PAGA claims against the Released Parties.

11 24. Effective upon the date of final approval by the Court of this Stipulation of
12 Settlement, Plaintiff fully releases and discharges the Released Parties from any and all past,
13 present, and future claims, actions, demands, causes of action, suits, debts, obligations, damages,
14 rights or liabilities, of any nature and description whatsoever, known or unknown, existing or
15 potential, recognized now or hereafter, expected or unexpected, pursuant to any theory of recovery
16 (including but not limited to those based in contract or tort, common law or equity, federal, state, or
17 local law, statute, ordinance, or regulation), and for claims for compensatory, consequential,
18 punitive or exemplary damages, statutory damages, penalties, interest, attorneys’ fees, costs or
19 disbursements, against the Released Parties, including unknown claims covered by California Civil
20 Code section 1542, as quoted below, by Plaintiff, arising during the period from the beginning of
21 the Plaintiff’s first interaction with any Defendant to the date on which the Court enters the order of
22 Final Approval of this Settlement, for any type of relief that can be released as a matter of law,
23 including, without limitation, claims for wages, damages, unpaid costs, penalties (including civil
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1 and waiting time penalties), liquidated damages, punitive damages, interest, attorneys' fees,
2 litigation costs, restitution, or injunctive, declaratory or equitable relief with the exception of any
3 claims which cannot be released as a matter of law. Plaintiff generally releases all known and
4 unknown claims against the Released Parties, and waives the application of section 1542 of the
5 California Civil Code, which provides as follows: "*A general release does not extend to claims*
6 *which the creditor or releasing party does not know or suspect to exist in his or her favor at the*
7 *time of executing the release and that if known by him or her, would have materially affected his or*
8 *her settlement with the debtor or released party.*" The claims released pursuant to this paragraph
9 include but are not limited to the Participating Class Members' Released Claims, as well as any
10 other claims under any provision of the Fair Labor Standards Act, the California Labor Code, the
11 California Code of Regulations, or any applicable California Industrial Welfare Commission Wage
12 Order(s), and claims under state or federal discrimination statutes, including, without limitation the
13 California Fair Employment and Housing Act, California Government Code section 12940 et seq.;
14 the California Constitution; Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 et seq.; the
15 Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq.; and all of their
16 implementing regulations and interpretive guidelines. However, this release does not extend to
17 Plaintiff's individual claims for retaliation and discrimination under FEHA, and for retaliation in
18 violation of Cal. Lab. Code section 1102.5, which individual claims are subject to a separate
19 confidential settlement agreement.

20 25. In addition, the Class Representative and each Settlement Class Member is forever barred
21 and enjoined from instituting or accepting damages or obtaining relief against the Released Parties
22 for any period from August 8, 2019, through October 3, 2024, relating to claims that individual has
23 released pursuant to Paragraphs 22-24.

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g. Enjoining Plaintiff and all Class Members from filing or prosecuting any other cases, claims, suits or administrative proceedings (including filing claims with the Division of Labor Standards Enforcement of the California Department of Industrial Relations) regarding the Released Claims unless and until such Class Members have filed valid Requests for Exclusion with the Settlement Administrator.

DUTIES OF THE PARTIES FOR FINAL COURT APPROVAL

27. Upon the Effective Date of the Settlement provided for in this Stipulation of Settlement, Class Counsel will return to Defendant or delete all company and employee documents, lists, and electronic data in all forms and formats (originals and copies). As described above, Plaintiff agrees to provide Defendant the opportunity to review, and to seriously consider Defendant's comments before filing, Plaintiff's Motion for Final Approval of Class Action Settlement. In its Motion for Final Approval, Class Counsel will request from the Court an order for the following:

- a. Approving the Settlement, adjudging the terms thereof to be fair, reasonable and adequate, and directing consummation of its terms and provisions;
- b. Approving Class Counsel's application for an award of attorneys' fees and litigation costs;
- c. Approving the Enhancement Award to the Class Representative; and
- d. Entering judgment in accordance with California Rules of Court, Rule 3.769(h), with prejudice, and permanently barring and enjoining all members of the Settlement Class from prosecuting against any Released Parties any individual or class or collective claims released herein, upon satisfaction of all payments and obligations hereunder.

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PARTIES' AUTHORITY

28. The signatories hereto hereby represent that they are fully authorized to enter into this Stipulation of Settlement and bind the Parties hereto to the terms and conditions thereof.

MUTUAL FULL COOPERATION

29. To effectuate the terms of the Settlement, the Parties agree all formal and informal discovery shall be stayed pending Court approval of the Settlement.

30. The Parties agree to fully cooperate with each other to accomplish the terms of this Stipulation of Settlement, including, but not limited to, execution of such documents and taking such other action as reasonably may be necessary to implement the terms of this Stipulation of Settlement. The Parties shall use their best efforts, including all efforts contemplated by this Stipulation of Settlement and any other efforts that may become necessary by order of the Court, or otherwise, to effectuate this Stipulation of Settlement and the terms set forth herein. As soon as practicable after execution of this Stipulation of Settlement, Class Counsel shall, with the assistance and cooperation of Defendants and their counsel, take all necessary steps to secure the Court's final approval of this Stipulation of Settlement.

31. The Parties and their respective counsel agree that they will not attempt to encourage Class Members to file Requests for Exclusion.

NO PRIOR ASSIGNMENTS

32. The Parties and their counsel represent, covenant and warrant that they have not directly or indirectly, assigned, transferred, encumbered or purported to assign, transfer or encumber to any person or entity any portion of any liability, claim, demand, action, cause of action or right herein released and discharged except as set forth herein.

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NO ADMISSION

33. Nothing contained herein, nor the consummation of this Stipulation of Settlement, is to be construed or deemed an admission of liability, culpability, negligence or wrongdoing on the part of Defendant and/or the Released Parties. Each of the Parties hereto has entered into this Stipulation of Settlement solely with the intention to avoid further disputes and litigation with the attendant inconvenience and expenses.

ENFORCEMENT ACTIONS

34. The Parties agree that the San Diego County Superior Court shall retain jurisdiction to enforce the terms of this Settlement pursuant to California Code of Civil Procedure Section 664.6. In the event one or more of the Parties to this Stipulation of Settlement institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Stipulation of Settlement or to declare rights or obligations under this Stipulation of Settlement, the successful party or Parties shall be entitled to recover from the unsuccessful Party or Parties' reasonable attorneys' fees and litigation costs, including expert witness fees incurred in connection with any enforcement actions.

NOTICES

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

To Plaintiff and the Settlement Class:

Timothy B. Del Castillo, Esq.
Kent L. Bradbury, Esq.
CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC
2999 Douglas Blvd., Suite 180

1 Roseville, CA 95661

2 **To Defendant:**

3 Michael M. Freeland
4 FREELAND LAW, APC
5 9029 Park Plaza Drive, Suite 202
6 La Mesa, CA 91942

7 **NO PUBLIC COMMENT**

8 36. The Class Representative and Class Counsel will not make any public disclosure of
9 the Settlement, except through the public filings to preliminarily and finally approve the Settlement;
10 the Parties will use their best efforts to reach agreement on all Court filings. Notwithstanding the
11 foregoing, the Class Representative and Class Counsel may, in response to a communication
12 initiated by the media, direct the inquiring media member to the public records of the Action on file
13 with the Court. Class Counsel will take all steps necessary to ensure that the Class Representative
14 is aware of the restriction against any public disclosure of the Settlement. This provision does not
15 prevent Class Counsel from communicating with any Class Members who may contact Class
16 Counsel, or their own attorneys or tax advisors.

17 **CONSTRUCTION**

18 37. The Parties hereto agree that the terms and conditions of this Stipulation of
19 Settlement are the result of lengthy, intensive arms-length negotiations between the Parties and this
20 Stipulation of Settlement shall not be construed in favor of or against any party by reason of the
21 extent to which any party or his, her or its counsel participated in the drafting of this Stipulation of
22 Settlement.

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CAPTIONS AND INTERPRETATIONS

38. Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Stipulation of Settlement or any provision of it. Each term of this Stipulation of Settlement is contractual and not merely a recital.

MODIFICATION

39. This Stipulation of Settlement may not be changed, altered or modified, except in writing and signed by the Parties hereto and approved by the Court. This Stipulation of Settlement may not be discharged except by performance in accordance with its terms or by a writing signed by the Parties hereto.

INTEGRATION CLAUSE

40. This Stipulation of Settlement contains the entire agreement between the Parties relating to the settlement and transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations and statements, whether oral or written and whether by a party or such party's legal counsel, are merged herein. No rights hereunder may be waived except in writing.

BINDING ON ASSIGNS

41. This Stipulation of Settlement shall be binding upon and inure to the benefit of the Parties and the Released Parties hereto, and their respective heirs, trustees, executors, administrators, successors and assigns.

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CLASS MEMBER SIGNATORIES

42. It is agreed that because the members of the Class are so numerous, it is impossible or impractical to have each member of the Class execute this Stipulation of Settlement. The Class Notice will advise all Class Members of the binding nature of the release, and the release shall have the same force and effect as if this Stipulation of Settlement were executed by each member of the Class.

COUNTERPARTS

43. This Stipulation of Settlement may be executed in counterparts and by facsimile signatures, and when each party has signed and delivered at least one such counterpart, each counterpart, including e-mail and PDF versions, shall be deemed an original and, when taken together with other signed counterparts, shall constitute one Stipulation of Settlement binding upon and effective as to all Parties.

IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

Dated: Dec 15, 2025 _____


Kristen Hosseini (Dec 15, 2025 11:01:43 PST)

KRISTEN HOSSEINI

Defendant

ELAM'S JEWELRY, INC.

Dated: _____

by _____

1
2 **REVIEWED AS TO FORM ONLY:**

3 DATED: December 15, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

4
5 By:  _____

Timothy Del Castillo

Kent Bradbury

Attorneys for Plaintiff and the Class

7 DATED: December __, 2025

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

9 By: _____

Attorneys for Plaintiff and the Class

11 DATED: December __, 2025

FREELAND LAW, APC

14 By: _____

Michael Freeland

Attorney for Defendants

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2 **REVIEWED AS TO FORM ONLY:**

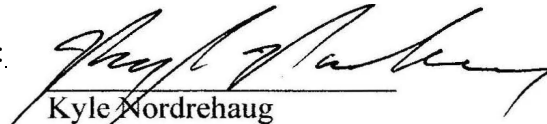
3 DATED: December __, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

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5 By: _____
Timothy Del Castillo
Kent Bradbury
6 Attorneys for Plaintiff and the Class

7 DATED: December 17, 2025

8 BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

9 By: 
10 Kyle Nordrehaug
Attorneys for Plaintiff and the Class

11 DATED: December __, 2025

FREELAND LAW, APC

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14 By: _____
Michael Freeland
15 Attorney for Defendants
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IN WITNESS WHEREOF, the Parties knowingly and voluntarily execute this Joint Stipulation of Settlement as of the date(s) set forth below:

Plaintiff and Class Representative

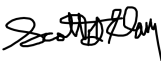
Dated: _____

KRISTEN HOSSEINI

Defendant

ELAM'S JEWELRY, INC.

Dated: 12/19/2025 _____


by _____

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REVIEWED AS TO FORM ONLY:

DATED: December __, 2025

CASTLE LAW: CALIFORNIA EMPLOYMENT
COUNSEL

By: _____
Timothy Del Castillo
Kent Bradbury
Attorneys for Plaintiff and the Class

DATED: December __, 2025

BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP

By: _____
Attorneys for Plaintiff and the Class

DATED: December ²⁴__, 2025

FREELAND LAW, APC

By: Michael Freeland
Michael Freeland
Attorney for Defendants