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DIPTYQUE DISTRIBUTION LLC

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

IAN SCHWANER, an individual and on
behalf of himself all others similarly situated,

Plaintiff,

v.

DIPTYQUE DISTRIBUTION LLC, a limited
liability company; DIPTYQUE
LARCHMONT, LLC, a limited liability
company; DIPTYQUE FILLMORE LLC, a
limited liability company; DIPTYQUE
GEARY STREET SAN FRANCISCO LLC, a
limited liability company; DIPTYQUE
GROVE LLC, a limited liability company;
DIPTYQUE MARIN LLC, a limited liability
company; DIPTYQUE PALISADES LLC, a
limited liability company; DIPTYQUE SCP,
LLC, a limited liability company; DIPTYQUE
TOWN & COUNTRY LLC, a limited liability
company; DIPTYQUE VALLEY FAIR LLC
a limited liability company; and DOES 1
through 10,

Defendants.

Case No. 24STCV08123

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT**

Hon. David S. Cunningham III, Department 11

Complaint Filed: March 29, 2024

1 This Class and PAGA Action Settlement Agreement (“Agreement”) is made by and
2 between Plaintiff Ian Schwaner (“Plaintiff”) and Defendant Diptyque Distribution LLC
3 (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or
4 individually as “Party.”

5 **1. DEFINITIONS**

6 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against
7 Defendant, captioned *Schwaner v. Diptyque Distribution LLC*, Case No. 24STCV08123, initiated
8 on March 29, 2024, and pending in Superior Court of the State of California, County of Los
9 Angeles.

10 1.2. “Administrator” means Simpluris, Inc., the neutral entity Plaintiff, through Class
11 Counsel, has selected to administer the Settlement.

12 1.3. “Administration Expenses Payment” means the amount the Administrator will be
13 paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in
14 accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection
15 with Preliminary Approval of the Settlement.

16 1.4. “Aggrieved Employees” means all persons currently or formerly employed by
17 Defendant as non-exempt, hourly-paid employees during the PAGA Period.

18 1.5. “Class” means all persons currently or formerly employed by Defendant as non-
19 exempt, hourly-paid employees during the Class Period.

20 1.6. “Class Counsel” means George S. Azadian and Ani Azadian of Azadian Law
21 Group, PC.

22 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment”
23 mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees
24 and expenses, respectively, incurred to prosecute the Action.

25 1.8. “Class Data” means Class Member identifying information in Defendant’s
26 custody, possession, or control, including the Class Member’s (1) name; (2) last known
27 address(es); (3) last known telephone number(s); (4) Social Security Number(s); (5) the dates of
28 employment (i.e., hire dates, and, if applicable, re-hire date(s) and/or separation date(s); and (6)

1 Workweeks during the Class and PAGA Periods.

2 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as
3 either a Participating Class Member or Non-Participating Class Member (including a Non-
4 Participating Class Member who qualifies as an Aggrieved Employee).

5 1.10. “Class Member Address Search” means the Administrator’s investigation and
6 search for current Class Member mailing addresses using all reasonably available sources,
7 methods and means including, but not limited to, the National Change of Address database, skip
8 traces, and direct contact by the Administrator with Class Members.

9 1.11. “Class Notice” means the court approved NOTICE OF CLASS AND PAGA
10 ACTION SETTLEMENT AND DATE FOR FINAL APPROVAL HEARING, to be mailed to
11 Class Members in English in the form, without material variation, attached as Exhibit A and
12 incorporated by reference into this Agreement.

13 1.12. “Class Period” means the period from March 29, 2020 through February 17,
14 2025.

15 1.13. “Class Representative” means Ian Schwaner, the named Plaintiff in the operative
16 complaint in the Action seeking Court approval to serve as a Class Representative.

17 1.14. “Class Representative Service Payment” means the payment to the Class
18 Representative for initiating the Action and providing services in support of the Action.

19 1.15. “Court” means the Superior Court of California, County of Los Angeles.

20 1.16. “Defendant” means named defendant Diptyque Distribution LLC.

21 1.17. “Defense Counsel” means Allison C. Eckstrom and Daria Dub Carlson of Bryan
22 Cave Leighton Paisner LLP.

23 1.18. “Effective Date” means the later of: (a) the Court enters a Judgment on its Order
24 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final
25 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
26 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members
27 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
28 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court

1 affirms the Judgment and issues a remittitur.

2 1.19. “Final Approval” means the Court’s order granting final approval of the
3 Settlement.

4 1.20. “Final Approval Hearing” means the Court’s hearing on the Motion for Final
5 Approval of the Settlement.

6 1.21. “Final Judgment” means the Judgment entered by the Court based upon the Final
7 Approval.

8 1.22. “Gross Settlement Amount” means \$580,000.00 (Five Hundred Eighty Thousand
9 Dollars and Zero Cents) which is the total amount Defendant agrees to pay under the Settlement,
10 except as provided in Paragraph 8.1 below and any and all employer payroll taxes owed on the
11 Wage Portions of the Individual Class Payments. The Gross Settlement Amount will be used to
12 pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class
13 Counsel Fees, Class Counsel Expenses, Class Representative Service Payment, and
14 Administrator’s Expenses.

15 1.23. “Individual Class Payment” means the Participating Class Member’s pro rata
16 share of the Net Settlement Amount calculated according to the number of Workweeks worked
17 during the Class Period.

18 1.24. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of
19 25% of the PAGA Penalties calculated according to the number of Workweeks worked during
20 the PAGA Period.

21 1.25. “Judgment” means the judgment entered by the Court based upon Final Approval.

22 1.26. “LWDA” means the California Labor and Workforce Development Agency, the
23 agency entitled, under Labor Code section 2699, subd. (i).

24 1.27. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the
25 LWDA under Labor Code section 2699, subd. (i).

26 1.28. “Net Settlement Amount” means the Gross Settlement Amount, less the following
27 payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA
28 Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel

1 Litigation Expenses Payment, and Administration Expenses Payment. The remainder is to be
2 paid to Participating Class Members as Individual Class Payments.

3 1.29. “Non-Participating Class Member” means any Class Member who opts out of the
4 Settlement by sending the Administrator a valid and timely Request for Exclusion.

5 1.30. “PAGA Period” means the period from January 24, 2023 through February 17,
6 2025.

7 1.31. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. *et seq.*).

8 1.32. “PAGA Notice” means Plaintiff’s January 24, 2024 letter to Defendant and the
9 LWDA, providing notice pursuant to Labor Code section 2699.3 subd. (a).

10 1.33. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid
11 from the Gross Settlement Amount of \$20,000.00, allocated 25% to the Aggrieved Employees
12 (\$5,000.00) and the 75% to LWDA (\$15,000.00) in settlement of PAGA claims.

13 1.34. “Participating Class Member” means a Class Member who does not submit a valid
14 and timely Request for Exclusion from the Settlement.

15 1.35. “Plaintiff” means Ian Schwaner, the named plaintiff in the Action.

16 1.36. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval
17 of the Settlement.

18 1.37. “Preliminary Approval Order” means the proposed Order granting Preliminary
19 Approval and Approval of PAGA Settlement.

20 1.38. “Released Class Claims” means the claims being released as described in
21 Paragraph 5.2 below.

22 1.39. “Released PAGA Claims” means the claims being released as described in
23 Paragraph 5.4 below.

24 1.40. “Released Parties” means Defendant and each of its former, present and future
25 owners, parents, subsidiaries, and affiliates, and all of their current, former, and future officers,
26 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
27 agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
28 representatives.

1.41. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.42. “Response Deadline” means forty-five (45) days after the Administrator mails Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may: (a) mail Requests for Exclusion from the Settlement, or (b) mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 15 days beyond the date on which the Response Deadline has expired.

1.43. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.44. “Workweek” means any week during which a Class Member and Aggrieved Employee worked for Defendant for at least one day during the Class and/or PAGA Periods based on Defendant’s time record data.

2. RECITALS

2.1. On March 29, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of actions against Defendant for: failure to pay regular and overtime wages; failure to provide meal breaks and rest breaks (or compensation in lieu thereof); waiting time penalties; wage statement violations and statutory penalties; failure to pay vacation/PTO wages; failure to provide personnel files; civil penalties under PAGA; and unfair competition (the “Operative Complaint” in the Action).

2.2. On June 5, 2024, Plaintiff filed a Dismissal, dismissing without prejudice all of the named defendants other than Defendant Diptyque Distribution LLC.

2.3. Thereafter, the Parties agreed to exchange informal discovery and attend mediation.

2.4. Prior to mediation Plaintiff obtained, through informal discovery: (a) time and payroll records for all putative class members through mediation; (b) putative class data points, including, *inter alia*, the number of Class Members and Aggrieved Employees, the number of employees in the waiting time penalty period, the average hourly rate of pay, the number of

1 Workweeks during the Class and PAGA Periods, and the number of shifts through mediation;
2 (c) Defendant's wage and hour policy documents, including all written policies relating to meal
3 and rest breaks, overtime, clocking in and out, and recording of work time; and (d) all documents
4 pertaining to Plaintiff available to Defendant.

5 2.5. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set
6 forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot*
7 *Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

8 2.6. On December 19, 2024, the Parties participated in an all-day mediation presided
9 over by Steve Serratore, a well-experienced wage and hour mediator. The mediation was
10 successful, and the Parties agreed to globally resolve all class and PAGA claims in the Action.

11 2.7. The Court has not granted class certification.

12 2.8. The Parties, Class Counsel, and Defense Counsel represent that they are not aware
13 of any other pending matter or action asserting claims that will be extinguished or affected by
14 the Settlement.

15 **3. MONETARY TERMS**

16 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8.1 below,
17 Defendant promises to pay \$580,000.00 as the Gross Settlement Amount, unless increased
18 pursuant to Paragraph 8.1 of this Agreement, and to separately pay any and all employer payroll
19 taxes owed on the Wage Portions of the Individual Class Payments. Defendant has no obligation
20 to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in
21 Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement
22 Amount without asking or requiring Participating Class Members or Aggrieved Employees to
23 submit any claim as a condition of payment. None of the Gross Settlement Amount will revert
24 to Defendant.

25 3.2. Payments from the Gross Settlement Amount. The Administrator will make and
26 deduct the following payments from the Gross Settlement Amount, in the amounts specified by
27 the Court in the Final Approval Order:

28 3.2.1. To Plaintiff: Class Representative Service Payment to Plaintiff of not

1 more than \$7,500.00 in addition to any Individual Class Payment and any Individual PAGA
2 Payment Plaintiff is entitled to receive as a Participating Class Member. Defendant will not
3 oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this
4 amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses
5 Payment, Plaintiff will seek Court approval for any Class Representative Service Payments prior
6 to the Final Approval Hearing. If the Court approves a Class Representative Service Payment
7 less than the amount requested, the Administrator will retain the remainder in the Net Settlement
8 Amount. The Administrator will pay the Class Representative Service Payment using IRS Form
9 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class
10 Representative Service Payment.

11 3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 1/3
12 of the Gross Settlement Amount, which, unless escalated pursuant to Paragraph 8.1 of this
13 Agreement, is currently estimated to be \$193,333.33 and a Class Counsel Litigation Expenses
14 Payment of not more than \$25,000.00. Defendant will not oppose requests for these payments
15 provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will endeavor to
16 file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment prior to
17 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class
18 Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will
19 allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to
20 Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class
21 Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator
22 will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or
23 more IRS 1099 Forms. Class Counsel assume full responsibility and liability for taxes owed on
24 the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and hold
25 Defendant harmless, and indemnify Defendant, from any dispute or controversy regarding any
26 division or sharing of any of these Payments. There will be no additional charge of any kind to
27 either the Settlement Class Members or Defendant, or request for additional consideration from
28 Defendant for such work unless, Defendant materially breaches this Agreement, including any

1 term regarding funding, and further efforts are necessary from Class Counsel to remedy said
2 breach, including, without limitation, moving the Court to enforce the Agreement. Should the
3 Court approve attorneys' fees and/or litigation costs and expenses in amounts that are less than
4 the amounts provided for herein, then the unapproved portion(s) shall be a part of the Net
5 Settlement Amount.

6 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed
7 \$7,500.00 except for a showing of good cause and as approved by the Court. To the extent the
8 Administration Expenses are less or the Court approves payment less than \$7,500.00, the
9 Administrator will retain the remainder in the Net Settlement Amount.

10 3.2.4. To Each Participating Class Member: An Individual Class Payment
11 calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked
12 by all Participating Class Members during the Class Period and (b) multiplying the result by each
13 Participating Class Member's Workweeks.

14 3.2.4.1. Tax Allocation of Individual Class Payments. 10% of each
15 Participating Class Member's Individual Class Payment will be allocated to settlement of wage
16 claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be
17 reported on an IRS W-2 Form. 45% of each Participating Class Member's Individual Class
18 Payment will be allocated to settlement of claims for interest and 45% for penalties (the "Non-
19 Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be
20 reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability
21 for any employee taxes owed on their Individual Class Payment.

22 3.2.4.2. Effect of Non-Participating Class Members on Calculation
23 of Individual Class Payments. Non-Participating Class Members will not receive any Individual
24 Class Payments. The Administrator will retain amounts equal to their Individual Class Payments
25 in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

26 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of
27 \$20,000.00 to be paid from the Gross Settlement Amount, with 75% (\$15,000.00) allocated to
28 the LWDA PAGA Payment and 25% (\$5,000.00) allocated to the Individual PAGA Payments.

1 3.2.5.1. The Administrator will calculate each Individual PAGA
2 Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
3 (\$5,000.00) by the total number of Workweeks during the PAGA Period worked by all Aggrieved
4 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved
5 Employee's Workweeks during that PAGA Period. Aggrieved Employees assume full
6 responsibility and liability for any taxes owed on their Individual PAGA Payment.

7 3.2.5.2. If the Court approves PAGA Penalties of less than the
8 amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.
9 The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

10 4. **SETTLEMENT FUNDING AND PAYMENTS**

11 4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of
12 its records to date, Defendant estimates there are 166 Class Members and Aggrieved Employees
13 who collectively worked a total of 7,834 Workweeks during the Class and PAGA Periods.

14 4.2. Class Data. Not later than 7 days after the Court grants Preliminary Approval of
15 the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the
16 form of a Microsoft Excel spreadsheet and file with the Court a declaration, under the penalty of
17 perjury, attesting to: (1) the number of Workweeks worked by each Class Member and Aggrieved
18 Employee during the Class and PAGA Periods; (2) the number of Workweeks in total for all
19 Class Members and Aggrieved Employees during the Class and PAGA Periods; and (3) the
20 method Defendant used to determine the number of Workweeks. To protect Class Members'
21 privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data
22 only for purposes of this Settlement and for no other purpose, and restrict access to the Class
23 Data to Administrator employees who need access to the Class Data to effect and perform under
24 this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it
25 discovers that the Class Data omitted class member identifying information and to provide
26 corrected or updated Class Data as soon as reasonably feasible. Without any extension of the
27 deadline by which Defendant must send the Class Data to the Administrator, the Parties and their
28 counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any

1 issues related to missing or omitted Class Data.

2 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross
3 Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of
4 payroll taxes by transmitting the funds to the Administrator no later than 60 days after the
5 Effective Date.

6 4.4. Payments from the Gross Settlement Amount. Within 7 days after Defendant
7 funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class
8 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
9 Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses
10 Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel
11 Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative
12 Service Payment shall not precede disbursement of Individual Class Payments, and the Individual
13 PAGA Payments.

14 4.4.1. The Administrator will issue checks for the Individual Class Payments
15 and/or Individual PAGA Payments and send them to the Class Members via First Class U.S.
16 Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180
17 days after the date of mailing) when the check will be voided. The Administrator will cancel all
18 checks not cashed by the void date. The Administrator will send checks for Individual Settlement
19 Payments to all Participating Class Members (including those for whom Class Notice was
20 returned undelivered). The Administrator will send checks for Individual PAGA Payments to all
21 Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved
22 Employees (including those for whom Class Notice was returned undelivered). The
23 Administrator may send Participating Class Members a single check combining the Individual
24 Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement
25 Administrator must update the recipients' mailing addresses using the National Change of
26 Address Database.

27 4.4.2. The Administrator must conduct a Class Member Address Search for all
28 other Class Members whose checks are returned undelivered without a USPS forwarding address.

1 Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS
2 forwarding address provided or to an address ascertained through the Class Member Address
3 Search. The Administrator need not take further steps to deliver checks to Class Members whose
4 re-mailed checks are returned as undelivered. The Administrator shall promptly send a
5 replacement check to any Class Member whose original check was lost or misplaced, requested
6 by the Class Member prior to the void date.

7 4.4.3. For any Class Member whose Individual Class Payment check or
8 Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator
9 shall transmit the funds represented by such checks to the California Controller's Unclaimed
10 Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to
11 the requirements of Code of Civil Procedure section 384, subdivision (b).

12 4.4.4. The payment of Individual Class Payments and Individual PAGA
13 Payments shall not obligate Defendant to confer any additional benefits or make any additional
14 payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in
15 this Agreement.

16 **5. RELEASE OF CLAIMS**

17 Effective upon entry of Judgment, the Order granting Final Approval of this Settlement,
18 and on the date when Defendant fully funds the entire Gross Settlement Amount and funds all
19 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff,
20 Class Members, and Class Counsel will release claims against all Released Parties as follows:

21 5.1. Plaintiff's Release. Plaintiff and his respective former and present spouses,
22 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
23 and discharge Released Parties from all claims, transactions, or occurrences, including, but not
24 limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts
25 contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could
26 have been, alleged based on facts contained in the Operative Complaint and Plaintiff's PAGA
27 Notice. ("Plaintiff's Release.") Plaintiff's Release does not extend to any claims or actions to
28 enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability

benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

For purposes of Plaintiff's Release only, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members: For the duration of the Class Period, all Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay regular wages; (2) all claims for failure to pay overtime wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements and statutory wage statement penalties; (7) failure to timely pay vacation/PTO wages; (8) failure to produce personnel records upon request; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint. The release of claims provided in Section 5.2 of this Agreement shall have *res judicata* effect.

5.3. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social

1 security, workers' compensation, or claims based on facts occurring outside the Class Period.

2 5.4. Release by Aggrieved Employees: For the duration of the PAGA Period, all
3 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
4 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
5 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
6 been alleged, based on the facts stated in the PAGA Notice and Operative Complaint. The
7 release of claims provided in Section 5.4 of this Agreement shall have *res judicata* effect.

8 **6. MOTION FOR PRELIMINARY APPROVAL**

9 The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion
10 for Preliminary Approval") that complies with the Court's current checklist for Preliminary
11 Approvals.

12 6.1. Plaintiff's Responsibilities. Plaintiff will prepare and to deliver to Defense
13 Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the
14 notice, and memorandum in support, of the Motion for Preliminary Approval that includes an
15 analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement
16 under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary
17 Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed
18 declaration from the Administrator attaching its "not to exceed" bid for administering the
19 Settlement and attesting to its willingness to serve; competency; operative procedures for
20 protecting the security of Class Data; amounts of insurance coverage for any data breach,
21 defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of
22 interest with Class Members; and the nature and extent of any financial relationship with
23 Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming
24 willingness and competency to serve and disclosing all facts relevant to any actual or potential
25 conflicts of interest with Class Members; (vi) a signed declaration from each Class Counsel firm
26 attesting to its competency to represent the Class Members; its timely transmission to the LWDA
27 of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd.
28 (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code

section 2699, subd. (1)(2)); and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and the Administrator.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting and conferring, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION

7.1. Selection of Administrator. Plaintiff, through Class Counsel, has selected Simpluris, Inc., to serve as the Administrator and verified that, as a condition of appointment, Simpluris Inc., agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund

1 that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury
2 Regulation section 468B-1.

3 7.4. Notice to Class Members

4 7.4.1. No later than three (3) business days after receipt of the Class Data, the
5 Administrator shall notify Class Counsel that the list has been received and state the number of
6 Class Members, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7 7.4.2. Using best efforts to perform as soon as possible, and in no event later than
8 14 days after receiving the Class Data, the Administrator will send to all Class Members
9 identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class
10 Notice, substantially in the form attached to this Agreement as Exhibit A. Defendant has
11 confirmed that the Class Members are fluent in English, which is a requirement for the positions
12 due to their customer-facing retail nature. Therefore, translation of the Class Notice is not
13 required. The first page of the Class Notice shall prominently estimate the dollar amounts of any
14 Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the
15 number of Workweeks used to calculate these amounts. Before mailing Class Notices, the
16 Administrator shall update Class Member addresses using the National Change of Address database.

17 7.4.3. Not later than 3 business days after the Administrator’s receipt of any
18 Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class
19 Notice using any forwarding address provided by the USPS. If the USPS does not provide a
20 forwarding address, the Administrator shall conduct a Class Member Address Search, and re-
21 mail the Class Notice to the most current address obtained. The Administrator has no obligation
22 to make further attempts to locate or send Class Notice to Class Members whose Class Notice is
23 returned by the USPS a second time.

24 7.4.4. The deadlines for Class Members’ written objections, Challenges to
25 Workweeks, and Requests for Exclusion will be extended an additional 15 days beyond the 45
26 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed.
27 The Administrator will inform the Class Member of the extended deadline with the re-mailed
28 Class Notice.

1 7.4.5. If the Administrator, Defendant or Class Counsel is contacted by or
2 otherwise discovers any persons who believe they should have been included in the Class Data
3 and should have received Class Notice, the Parties will expeditiously meet and confer, and in
4 good faith. in an effort to agree on whether to include them as Class Members. If the Parties
5 agree, such persons will be Class Members entitled to the same rights as other Class Members,
6 and the Administrator will send, via email or overnight delivery, a Class Notice requiring them
7 to exercise options under this Agreement not later than 15 days after receipt of Class Notice, or
8 the deadline dates in the Class Notice, which ever are later.

9 7.5. Requests for Exclusion (Opt-Outs).

10 7.5.1. Class Members who wish to exclude themselves (opt-out of) the Class
11 Settlement must send the Administrator, by mail, a signed written Request for Exclusion not later
12 than 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class
13 Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class
14 Member or his/her representative that reasonably communicates the Class Member's election to
15 be excluded from the Settlement and includes the Class Member's name, address and email
16 address or telephone number. To be valid, a Request for Exclusion must be timely postmarked
17 by the Response Deadline.

18 7.5.2. The Administrator may not reject a Request for Exclusion as invalid
19 because it fails to contain all the information specified in the Class Notice. The Administrator
20 shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the
21 identity of the person as a Class Member and the Class Member's desire to be excluded. The
22 Administrator's determination shall be final and not appealable or otherwise susceptible to
23 challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion,
24 the Administrator may demand additional proof of the Class Member's identity. The
25 Administrator's determination of authenticity shall be final and not appealable or otherwise
26 susceptible to challenge.

27 7.5.3. Every Class Member who does not submit a timely and valid Request for
28 Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all

benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.4 of this Agreement and are eligible for an Individual PAGA Payment, regardless of whether they request to be excluded as a Class Member.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 15 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Members may send written objections to the

1 Administrator, by fax, email or mail. In the alternative, Participating Class Members may appear
2 in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval
3 Hearing. A Participating Class Member who elects to send a written objection to the
4 Administrator must do so not later than 45 days after the Administrator's mailing of the Class
5 Notice (plus an additional 15 days for Class Members whose Class Notice was re-mailed).

6 7.7.3. Non-Participating Class Members have no right to object to any of the
7 class action components of the Settlement.

8 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks
9 to be performed or observed by the Administrator contained in this Agreement or otherwise.

10 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will
11 maintain and use an internet website to post information of interest to Class Members including
12 the date, time and location for the Final Approval Hearing and copies of the Settlement
13 Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the
14 Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation
15 Expenses Payment and Class Representative Service Payment, the Final Approval and the
16 Judgment. The Administrator will also maintain and monitor an email address and a toll-free
17 telephone number to receive Class Member calls and emails.

18 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator
19 will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not
20 later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the
21 Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names
22 and other identifying information of Class Members who have timely submitted valid Requests
23 for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class
24 Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for
25 Exclusion from Settlement submitted (whether valid or invalid).

26 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide
27 written reports to Class Counsel and Defense Counsel that, among other things, tally the number
28 of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for

1 Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks
2 and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments
3 and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must provide the
4 Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all
5 Requests for Exclusion and objections received.

6 7.8.4. Workweek Challenges. The Administrator has the authority to address and
7 make final decisions consistent with the terms of this Agreement on all Class Member challenges
8 over the calculation of Workweeks. The Administrator’s decision shall be final and not
9 appealable or otherwise susceptible to challenge.

10 7.8.5. Administrator’s Declaration. Before the date by which Plaintiff is required
11 to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class
12 Counsel and Defense Counsel, a declaration suitable for filing in Court attesting to its due
13 diligence and compliance with all of its obligations under this Agreement, including, but not
14 limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing
15 of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion
16 from Settlement it received (both valid or invalid), the number of written objections and attach
17 the Exclusion List. The Administrator will supplement its declaration as needed or requested by
18 the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s
19 declaration(s) in Court.

20 7.8.6. Final Report by Settlement Administrator. Within 10 days after the
21 Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide
22 Class Counsel and Defense Counsel with a final report detailing its disbursements by employee
23 identification number only of all payments made under this Agreement. At least 7 days before
24 any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and
25 Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of
26 all payments required under this Agreement. Class Counsel is responsible for filing the
27 Administrator's declaration in Court.
28

1 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE**

2 Based on its records, Defendant estimates that, as of the date of this Settlement
3 Agreement, there are 166 Class Members/Aggrieved Employees and 7,834 Total Workweeks
4 during the Class/PAGA Periods.

5 8.1. Increase in Workweeks. Defendant represents that there are no more than 7,834
6 Workweeks worked by Class Members during the Class Period. In the event the number of
7 Workweeks worked by Class Members during the Class Period increases by more than 10%, or
8 784 Workweeks, then the Gross Settlement Amount shall be increased proportionally by the
9 Workweeks in excess of 8,618 Workweeks multiplied by the Workweek Value. The Workweek
10 Value shall be calculated by dividing the originally agreed-upon Gross Settlement Amount
11 (\$580,000.00) by 7,834, which amounts to a Workweek Value of \$74.04. Thus, for example,
12 should there be 9,000 Workweeks in the Class Period (*i.e.*, 382 Workweeks in excess of 8,618),
13 then the Gross Settlement Amount shall be increased by \$28,283.28 ((9,000 Workweeks – 8,618
14 Workweeks = 382 Workweeks) x \$74.04 per Workweek). Alternatively, if the number of
15 Workweeks worked by Class Members exceeds 8,618, Defendant shall have the option to end
16 the Class Period on the date when the number of Workweeks worked reaches 8,618, apply the
17 Released Claims up to that date, and incur no additional payment.

18 **9. MOTION FOR FINAL APPROVAL**

19 Prior to the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for
20 final approval of the Settlement that includes a request for approval of the PAGA settlement
21 under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed
22 Judgment (collectively “Motion for Final Approval”). Plaintiff shall endeavor to provide drafts
23 of these documents to Defense Counsel prior to filing the Motion for Final Approval. Class
24 Counsel and Defense Counsel will expeditiously meet and confer, and in good faith, to resolve
25 any disagreements concerning the Motion for Final Approval.

26 9.1. Response to Objections. Each Party retains the right to respond to any objection
27 raised by a Participating Class Member, including the right to file responsive documents in Court
28 no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted

1 by the Court.

2 9.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final
3 Approval on any material change to the Settlement (including, but not limited to, the scope of
4 release to be granted by Class Members), the Parties will expeditiously work together in good
5 faith to address the Court's concerns by revising the Agreement as necessary to obtain Final
6 Approval. The Court's decision to award less than the amounts requested for the Class
7 Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation
8 Expenses Payment or Administrator Expenses Payment, shall not constitute a material
9 modification to the Agreement within the meaning of this paragraph.

10 9.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of
11 Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely
12 for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement
13 administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

14 9.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms
15 and conditions of this Agreement, specifically including the Class Counsel Fees Payment and
16 Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties,
17 their respective counsel, and all Participating Class Members who did not object to the Settlement
18 as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights
19 to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions
20 for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver
21 of the right to oppose such motions, *writs* or appeals. If an objector appeals the Judgment, the
22 Parties' obligations to perform under this Agreement will be suspended until such time as the
23 appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect
24 the amount of the Net Settlement Amount.

25 9.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If
26 the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a
27 material modification of this Agreement (including, but not limited to, the scope of release to be
28 granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless

1 expeditiously work together in good faith to address the appellate court's concerns and to obtain
2 Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration
3 Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify
4 the Court's award of the Class Representative Service Payment or any payments to Class Counsel
5 shall not constitute a material modification of the Judgment within the meaning of this paragraph,
6 as long as the Gross Settlement Amount remains unchanged.

7 **10. AMENDED JUDGMENT**

8 If any amended judgment is required under Code of Civil Procedure section 384, the
9 Parties will work together in good faith to jointly submit and a proposed amended judgment.

10 **11. ADDITIONAL PROVISIONS**

11 11.1. No Admission of Liability, Class Certification or Representative Manageability
12 for Other Purposes. This Agreement represents a compromise and settlement of highly disputed
13 claims. Nothing in this Agreement is intended or should be construed as an admission by
14 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant
15 have any liability for any claims asserted; nor should it be intended or construed as an admission
16 by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class
17 certification and representative treatment is for purposes of this Settlement only. If, for any
18 reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendant
19 reserves the right to contest certification of any class for any reasons, and Defendant reserves all
20 available defenses to the claims in the Action, and Plaintiff reserves the right to move for class
21 certification on any grounds available and to contest Defendant's defenses. The Settlement, this
22 Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be
23 admissible in connection with, any litigation (except for proceedings to enforce or effectuate the
24 Settlement and this Agreement). Defendant's payment of wages to Class Members does not
25 extend or alter the Class Members' period of employment with Defendant for any purpose.

26 11.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel,
27 Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval
28 of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or

1 cause or permit another person to disclose, disseminate or publicize, any of the terms of the
2 Agreement directly or indirectly, specifically or generally, to any person, corporation,
3 association, government agency, or other entity except: (1) to the Parties' attorneys, accountants,
4 or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a
5 related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4)
6 in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by
7 a state or federal government agency. Each Party agrees to immediately notify each other Party
8 of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class
9 Counsel, Defendant and Defense Counsel separately agree not to, directly or indirectly, initiate
10 any conversation or other communication, before the filing of the Motion for Preliminary
11 Approval, any with third party regarding this Agreement or the matters giving rise to this
12 Agreement except to respond only that "the matter was resolved," or words to that effect. This
13 paragraph does not restrict Class Counsel's communications with Class Members in accordance
14 with Class Counsel's ethical obligations owed to Class Members.

15 11.3. Publicity. Defendant may disclose the terms and contents of the settlement, as
16 required under its contractual and legal obligations. Plaintiff and Plaintiff's Counsel agree not
17 to issue press releases, communicate with, or respond to any media or publication entities, publish
18 information in manner or form, whether printed or electronic, on any medium or otherwise
19 communicate, whether by print, video, recording or any other medium, with any person or entity
20 concerning the settlement, including the fact of the settlement, its terms or contents and the
21 negotiations underlying the settlement, except as shall be contractually required to effectuate the
22 terms of the settlement as set forth herein. Nothing stated herein shall prohibit Plaintiff's Counsel
23 from discussing the settlement, the fact of settlement, and its terms and conditions with Class
24 Members or Aggrieved Employees, or from filing all necessary motions and supporting
25 memoranda related to preliminary and final approval of the Settlement. Plaintiff's Counsel and
26 counsel for Defendant shall not place notice of the Settlement on their respective websites except
27 to that Plaintiff's Counsel may post a statement on its website that they "obtained a settlement of
28 \$580,000 for employees of a luxury-brand retailer." This provision does not limit Plaintiff's

1 Counsel from complying with ethical obligations or from posting court-filed documents on their
2 website without commentary for viewing by Class Members and Aggrieved Employees.

3 11.4. No Solicitation. The Parties separately agree that they and their respective counsel
4 and employees will not solicit any Class Member to opt out of or object to the Settlement, or
5 appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class
6 Counsel's ability to communicate with Class Members in accordance with Class Counsel's
7 ethical obligations owed to Class Members.

8 11.5. Integrated Agreement. Upon execution by all Parties and their counsel, this
9 Agreement together with its attached exhibits shall constitute the entire agreement between the
10 Parties relating to the Settlement, superseding any and all oral representations, warranties,
11 covenants, or inducements made to or by any Party.

12 11.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant
13 and represent that they are authorized by Plaintiff and Defendant, respectively, to take all
14 appropriate action required or permitted to be taken by such Parties pursuant to this Agreement
15 to effectuate its terms, and to execute any other documents reasonably required to effectuate the
16 terms of this Agreement including any amendments to this Agreement.

17 11.7. Cooperation. The Parties and their counsel will cooperate with each other and
18 use their best efforts, in good faith, to implement the Settlement by, among other things,
19 modifying the Settlement Agreement, submitting supplemental evidence and supplementing
20 points and authorities as requested by the Court. In the event the Parties are unable to agree upon
21 the form or content of any document necessary to implement the Settlement, or on any
22 modification of the Agreement that may become necessary to implement the Settlement, the
23 Parties will seek the assistance of a mediator and/or the Court for resolution.

24 11.8. No Prior Assignments. The Parties separately represent and warrant that they
25 have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer,
26 or encumber to any person or entity and portion of any liability, claim, demand, action, cause of
27 action, or right released and discharged by the Party in this Settlement.

28 11.9. No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel

1 are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be
2 relied upon as such within the meaning of United States Treasury Department Circular 230 (31
3 CFR Part 10, as amended) or otherwise.

4 11.10. Modification of Agreement. This Agreement, and all parts of it, may be amended,
5 modified, changed, or waived only by an express written instrument signed by all Parties or their
6 representatives, and approved by the Court.

7 11.11. Agreement Binding on Successors. This Agreement will be binding upon, and
8 inure to the benefit of, the successors of each of the Parties.

9 11.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will
10 be governed by and interpreted according to the internal laws of the state of California, without
11 regard to conflict of law principles.

12 11.13. Cooperation in Drafting. The Parties have cooperated in the drafting and
13 preparation of this Agreement. This Agreement will not be construed against any Party on the
14 basis that the Party was the drafter or participated in the drafting.

15 11.14. Confidentiality. To the extent permitted by law, all agreements made, and orders
16 entered during Action and in this Agreement relating to the confidentiality of information shall
17 survive the execution of this Agreement.

18 11.15. Use and Return of Class Data. Information provided to Class Counsel pursuant
19 to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class
20 Counsel by Defendant in connection with the mediation, other settlement negotiations, or in
21 connection with the Settlement, may be used only with respect to this Settlement, and no other
22 purpose, and may not be used in any way that violates any existing contractual agreement, statute,
23 or rule of court.

24 11.16. Headings. The descriptive heading of any section or paragraph of this Agreement
25 is inserted for convenience of reference only and does not constitute a part of this Agreement.

26 11.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement
27 shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a
28 weekend or federal legal holiday, such date or deadline shall be on the first business day

thereafter.

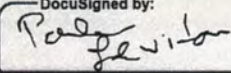
11.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

11.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement, or as otherwise ordered by the Court. The Parties further agree that upon the signing of this Agreement, pursuant to CCP section 583.330, the date to bring a case to trial under CCP section 583.310 shall be extended for the entire period of this settlement process.

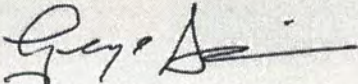
11.20. Severability. In the event that one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall in no way effect any other provision if Defendant's Counsel and Class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

IT IS SO AGREED:


 Ian Schwaner (Jan 27, 2025 12:31 PST)
 Plaintiff Ian Schwaner

DocuSigned by:

 By: Paula Levitan
 For Defendant Diptyque Distribution LLC

AGREED AS TO FORM ONLY:


 George S. Azadian
 Counsel for Plaintiff

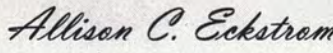

 Allison C. Eckstrom
 Daria Dub Carlson
 Counsel for Defendant

EXHIBIT A

EXHIBIT A

COURT APPROVED NOTICE OF CLASS AND PAGA ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Ian Schwaner v. Diptyque Distribution LLC
Los Angeles County Superior Court Case No. 24STCV08123

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class and PAGA action lawsuit (“Action”) against Diptyque Distribution LLC (“Defendant” or “Diptyque”) for alleged wage and hour violations. The Action was filed by a current Diptyque employee Ian Schwaner (“Plaintiff”) and seeks payment of (1) back wages, (2) penalties, (3) interest, and (4) attorneys’ fees and costs for a class of all current and former hourly-paid, non-exempt employees who worked for Diptyque at one of its California retail stores during the during the Class Period (the “Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all non-exempt employees who worked for Diptyque in one of its California retail stores during the PAGA Period (the “Aggrieved Employees”). The Class Period is March 29, 2020 through February 17, 2025 and the PAGA Period is January 24, 2023 through February 17, 2025.

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendant to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendant to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendant’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for a Individual PAGA Payment under the PAGA portion of the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that **you worked [REDACTED] Workweeks** during the Class Period and **you worked [REDACTED] Workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiff and Plaintiff’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Diptyque at one of its California retails stores during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don’t have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member,

though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendant.

(2) Opt-Out of the Class Settlement. You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don’t Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is	If you don’t want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue PAGA Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the Final Approval Hearing	The Court’s Final Approval Hearing is scheduled to take place on . You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by 	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many workweeks you worked at least one day during the PAGA Period, respectively. The number Workweeks you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by . See Section 4 of this Notice.
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1.WHAT IS THE ACTION ABOUT?

Plaintiff is a current Diptyque employee who has been working at one of Diptyque’s California retail stores during the Class Period. The Action alleges that Defendant violated California labor laws including: (1) failure to pay regular wages; (2) failure to pay overtime wages; (3) failure to provide meal periods, or compensation in lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) failure to pay wages due upon termination or resignation; (6) non-compliant wage statements and statutory wage statement penalties; (7) failure to timely pay vacation/PTO wages; (8) failure to produce personnel records upon request; and (9) claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the (1) through (8). Based on the same claims, Plaintiff have also asserted a claim for civil penalties under PAGA.

Defendant expressly denies any liability or wrongdoing of any kind associated with the claims alleged in the Action, disputes the damages and penalties claimed by Plaintiff, and further contends that, for any purpose other than settlement, Plaintiff’s claims are not appropriate for class or representative action treatment. Defendant contends, among other things, that, at all times, Diptyque has complied with the California Labor Code, California Business & Professions Code and the Industrial Welfare Commission Wage Orders.

2.WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendant or Plaintiff is correct on the merits. In the meantime, Plaintiff and Defendant hired a mediator in an effort to resolve the Action by negotiating an to end the Action by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

1. Defendant Will Pay \$580,000 as the Gross Settlement Amount). Defendant has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments to Participating Class Members, Enhancement Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement Amount not more than 60 days after the "Effective Date" of the Settlement, which is defined in the Settlement Agreement as the later of: (a) when the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:

A. Up to \$193,333.33 (1/3 of the Gross Settlement Amount) to Class Counsel for attorneys' fees and not more than \$25,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.

B. Up to \$7,500 as Enhancement Payments to Plaintiff for filing the Action, working with Class Counsel and representing the Class. The Enhancement Payments will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment.

C. Up to \$7,500 to the Administrator for services administering the Settlement.

D. Up to \$20,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Workweeks.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

3. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Workweeks.

4. Taxes Owed on Payments to Class Members and Aggrieved Employees. Plaintiff and Defendant are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest, etc. ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any Payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class and PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the funds represented by such checks will be sent to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payment and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void and Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, Simpluris (the "Administrator" or "Settlement Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

9. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement Amount and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release of Class Released Claims:

"[A]ll claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including: (1) all claims for failure to pay regular wages; (2) all claims for failure to pay overtime wages; (3) all claims for failure to provide meal periods, or compensation in lieu thereof; (4) all claims for failure to provide compliant rest periods, or compensation in lieu thereof (5) all claims for the failure to pay wages due upon termination or resignation; (6) all claims for non-compliant wage statements and statutory wage statement

penalties; (7) failure to timely pay vacation/PTO wages; (8) failure to produce personnel records upon request; and (9) all claims asserted through California Business & Professions Code section 17200, *et seq.* arising out of the Labor Code violations referenced in the Operative Complaint. The release of claims provided in Section 5.2 of this Agreement shall have *res judicata* effect.”

10. Aggrieved Employees’ PAGA Released Claims. After the Court’s judgment is final, and Defendant have paid the Gross Settlement Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees will be bound by the following release of PAGA Released Claims:

“[A]ll Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice and Operative Complaint. The release of claims provided in Section 5.4 of this Agreement shall have *res judicata* effect.”

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members by adding the number of Workweeks for each Settlement Class Member during the Class Period. The respective Workweeks for each Settlement Class Member will be divided by the total Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Settlement Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Settlement Class Member’s estimated Individual Class Payments.

2. Individual PAGA Payments. Each Aggrieved Employee’s Individual PAGA Payment will be determined by dividing his or her total Workweeks during the PAGA Period by the total Compensable Workweeks worked by all Aggrieved Employees during the PAGA Period. That fraction will then be multiplied by the 25% portion of the PAGA Settlement Amount to arrive at the Aggrieved Employee’s Individual PAGA Payment.

3. Workweek Challenges. The number of Workweeks you worked during the Class Period and/or PAGA Period, as recorded in Defendant’s records, are stated in the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant’s calculation of Workweeks based on Defendant’s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve any challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.

2. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (i.e., every Non-Participating Class Member).

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT-OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Ian Schwaner v. Diptyque Distribution LLC*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the [REDACTED] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Enhancement Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff are requesting as Enhancement Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website <https://www.simpluris.com/Case-Search/> or the Court's website <https://www.lacourt.org/casesummary/ui/>

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Class Representative Enhancement Payment may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [REDACTED].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action, *Ian Schwaner v. Diptyque Distribution LLC*, and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the

Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don’t have to, attend the Final Approval Hearing on _____ at (time) in Department 11 of the Los Angeles County Superior Court, Spring Street Courthouse, 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually by following the instructions available on the following web page: <https://my.lacourt.org/laccwelcome>. Check the Court’s website for the most current information.

It’s possible the Court will reschedule the Final Approval Hearing. You should check the Administrator’s website <https://www.simpluris.com/Case-Search/> beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the Administrator’s website at <https://www.simpluris.com/Case-Search/> You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to the following web page: <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 24STCV08123.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

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E-Mail: george@azadianlawgroup.com
E-Mail: ani@azadianlawgroup.com

Settlement Administrator:

Name of Company: Simpluris, Inc.

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Controller's Unclaimed Property Fund.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.