

William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

Attorneys for Plaintiff and the Class

HANSON BRIDGETT LLP
CHRISTOPHER A. RHEINHEIMER (Bar No. CA 253890)
Email: crheinheimer@hansonbridgett.com
JENNIFER M. MARTINEZ (Bar No. CA 262081)
Email: jmartinez@hansonbridgett.com
425 Market Street, 26th Floor
San Francisco, CA 94015
Telephone: (415) 777-3200
Facsimile: (415) 541-9366

Attorneys for Defendant
VINCE, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA

FRANCISCO CARRASCO, as an
individual and on behalf of all others
similarly situated,

Plaintiffs,

v.

VINCE, LLC, a Delaware limited liability
company; and DOES 1 through 50,
inclusive,

Defendants.

Civil Case No. RG18898840

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

5. Plaintiff, on behalf of himself and the Class, along with Defendant, and subject to the approval of the Court, stipulate that the case will be compromised and settled pursuant to the terms and conditions set forth in this Settlement Agreement and that after the date of the Court's final approval of this Settlement Agreement, judgment shall be entered, subject to the continuing jurisdiction of the Court as set forth below, subject to the recitals set forth above which by this reference become an integral part of this Settlement Agreement, and subject to the following definitions, terms and conditions:

DEFINITIONS

The following definitions are applicable to this Settlement Agreement. Definitions contained elsewhere in this Settlement Agreement also shall be effective.

6. “Action” means *Francisco Carrasco v. Vince, LLC*, Alameda County Superior Court Case No. RG-18-898840 (filed March 28, 2018).

7. “Class Counsel” is Polaris Law Group, LLC and Hyun Legal, APC.

8. "Class Counsel Award" means attorneys' fees agreed upon by the Parties and approved by the Court for Class Counsel's litigation and resolution of this Action, and all costs incurred and to be incurred by Class Counsel in the Action and approved by the Court, including, but not limited to, costs associated with documenting the Settlement, securing the Court's approval of the Settlement, and obtaining entry of the Judgment terminating this Action pursuant to California Rule of Court 3.769 ("Judgment"). The Class Counsel Award of fees and costs shall be paid from the Gross Fund Value . Defendant agrees not to oppose a request for Class Counsel Award of \$63,333.33, which is 33.33% of the Gross Fund Value, and does not oppose a request for Class Counsel's actual costs incurred, which is not to exceed \$25,000.

9. "Class List" means a list of Class Members that Defendant will diligently and in good faith compile from its records and provide to the Settlement Administrator within 30 calendar days after preliminary approval of this Settlement. The Class List shall be formatted in Microsoft Office Excel and shall include each Class Member's full name; most recent mailing address and telephone number; Social Security number; dates of active employment for Defendant in California during the Class Period; personal email address (if known), and any other

1 relevant information needed to calculate settlement payments. The Class List is confidential and
2 not to be disclosed to any party other than the Settlement Administrator. To the extent Class
3 Counsel requires the contact information of any Class Member who is disputing the information
4 contained in the Notice, such information shall be provided by Defendant's counsel as reasonably
5 required.

6 10. "Class Members" or "Class" includes all persons employed as non-exempt hourly
7 paid employees in any of Defendant's facilities located in the State of California and who
8 received a wage statement containing the line item "Retail OT .5X" during the Settlement Period
9 (defined as March 28, 2014 through Preliminary Approval herein). It shall be an opt-out class.
10 However, the Class will not include any person who previously settled or released the Released
11 Claims covered by this Settlement, any person who elects to exclude himself or herself from this
12 Settlement pursuant to the process described in Section 53, or any person who was previously
13 paid or received an award through civil or administrative action for the Released Claims covered
14 by this Settlement.

15 11. "Class Representative Incentive Award" means the amount to be paid to Plaintiff
16 in recognition of his effort and work in prosecuting the Action on behalf of Class Members and in
17 exchange for a general release. The Class Representative Incentive Award shall be paid from the
18 Gross Fund Value. The Class Representative Incentive Award for Plaintiff is \$10,000, subject to
19 Court Approval and the Court finally approving this Settlement Agreement, and subject to the
20 exhaustion of any and all appeals.

21 12. "Compensable Pay Periods" means the number of verified pay periods during
22 which a Class Member was employed by Defendant in California during the Settlement Period.

23 13. "Court" means the Alameda County Superior Court with jurisdiction over this
24 Action.

25 14. "Defendant" means Vince, LLC.

26 15. "Effective Date" means the following: (a) if no one objects to the settlement, or
27 any Settlement Class Member files an objection but it is subsequently withdrawn, then the
28 Effective Date will be the first day after service by Plaintiff on Defendant of the Final Judgment;

(b) if a Class Member timely objects to the settlement, and if an appeal, review, or writ is not sought from the Final Judgment, then the Effective Date will be sixty-one (61) days after service of Notice of Entry of Final Judgment by Plaintiff on Defendant and any Objectors and by the Class Administrator by postcard on the Class, whichever occurs later; or (c) if a Class Member timely objects to the settlement, and if an appeal, review or writ is sought from the Final Judgment, then all of Defendant's remaining obligations under this Agreement will be stayed until the day after the Final Judgment is affirmed, or the appeal or writ is dismissed or denied (or the time for filing an appeal or writ expires) which day will then be the Effective Date.

16. "Final Judgment" means the Judgment and Order of Final Approval of Class Action Settlement by which the Court finally approves this Settlement. Notice of the Final Judgment will be provided to the Class by posting a copy of Final Judgment on the claim administrator's website.

17. "Gross Fund Value" means the total amount of \$190,000 from which will be paid Individual Settlement Payments to Participating Class Members, the PAGA Payment, the Class Representative Incentive Award to Plaintiff, the Settlement Administration Costs to the Settlement Administrator, the standard employee share of payroll taxes on the wage portion of the Individual Settlement Payments, and the Class Counsel Award of attorneys' fees and costs. Defendant shall separately be obligated to pay the employer's share of payroll taxes. Defendant is to fund the Gross Fund Value within 30 calendar days of the Effective Date.

18. "Individual Settlement Payment" means each Class Member's gross share of the Net Settlement Amount (before deduction for the standard employee's share of payroll taxes) which will be made to Class Members based on the number of Class Members' Compensable Pay Periods.

19. "Net Settlement Amount" means the Gross Fund Value minus the Court approved Class Representative Incentive Award to Plaintiff, the Court approved Settlement Administration Costs to the Settlement Administrator, the Court approved Class Counsel Award of attorneys' fees and costs, and Court approved PAGA Payment. The Net Settlement Amount is the amount from which Individual Settlement Payments are made to Participating Class Members and is

1 estimated to be approximately \$72,916.67. [Gross Fund Value (\$190,000) – Settlement
2 Administration Costs (\$9,500) – Class Representative Incentive Award (\$10,000) – Class
3 Counsel Award for Fees (\$63,333.33) – Class Counsel Award for Costs (not to exceed \$25,000) –
4 PAGA Payment to LWDA (75% of \$25,000, or \$18,750, and 25% to the Net Settlement Amount,
5 or \$6,250) = approximately \$72,916.67.]

6 20. “Notice” means the Notice of Class Action Settlement, in a form substantially
7 similar to the form attached hereto as Exhibit A, and which the Court orders to be sent by the
8 Settlement Administrator to all Class Members via regular First Class U.S. Mail, and for all Class
9 Members for whom Defendant has email addresses, the Settlement Administrator will also email
10 the Class Notice to these Class Members.

11 21. Private Attorneys General Act Payment (“PAGA Payment”) is \$25,000 of the
12 settlement proceeds to settle claims and remedies under Private Attorneys General Act, Labor
13 Code Sections 2698, *et seq.* Subject to Court approval, 75% of the PAGA Payment (\$18,750)
14 shall be paid to the Labor Workforce and Development Agency (“LWDA”), which sum shall be
15 deducted from the Gross Fund Value, and 25% of the PAGA Payment (\$6,250), shall be
16 distributed to Class Members based on the number of pay periods worked by each Class Member.
17 Specifically, the total number of pay periods worked by Class Members at any time from March
18 28, 2014, through the date of preliminary approval will be added up. Then, each Class Member’s
19 pay periods worked shall be divided by the total number of pay periods worked by all Class
20 Members and multiplied against \$6,250 to reach the PAGA Payment paid to each Class Member.
21 All Class Members will receive a PAGA Payment regardless of whether they opt-out or not from
22 this Settlement and all Class Members shall be bound by the release of PAGA claims regardless
23 of whether they opt-out.

24 22. “Payment Ratio” means the respective Compensable Pay Periods for each
25 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class
26 Members.

27 23. “Participating Class” and “Participating Class Members” means all Class
28 Members who did not submit a timely Request for Exclusion pursuant to this settlement.

1 24. “Plaintiff” means the Plaintiff named in the Action: Francisco Carrasco.

2 25. “Preliminary Approval” means the Order by which the Court grants preliminary
3 approval of this Settlement Agreement. The proposed version of the Preliminary Approval Order
4 is attached hereto as Exhibit B.

5 26. “Released Claims” means any and all applicable local, municipal, Federal and/or
6 California claims arising from the primary facts alleged in this Action against Defendant and/or
7 the Released Parties, including statutory, contractual or common law or other relief, based on the
8 following categories of allegations: (a) all claims for violation of Labor Code §§ 510, 558, 1194,
9 and 1197.1 based on the facts alleged in the operative Complaint that accrued during the Class
10 Period; (b) all claims for violation of Labor Code § 226 based on the facts as alleged in the
11 operative Complaint that accrued at any time from March 28, 2017, through the present; (c) all
12 claims for penalties under the California Private Attorneys’ General Act predicated on the
13 violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the
14 operative Complaint that accrued at any time from March 28, 2017, through the present; and (d)
15 all claims for violation of Cal. Bus. & Prof. Code § 17200 based on the facts alleged in the
16 operative Complaint that accrued during the Class Period. The Released Claims include all
17 claims for legal or equitable relief, for compensatory and statutory damages, penalties, restitution,
18 injunctive relief, pre-judgment and post-judgment interest, and attorneys’ fees and costs of suit
19 that arise from, or relate to, the allegations in the Action.

20 27. “Request for Exclusion” means a timely and valid letter by a Class Member which
21 unambiguously indicates a request to be excluded from the Settlement and which must also:
22 (a) set forth the name, address, telephone number, and last four digits of the Social Security
23 Number of the person requesting exclusion; (b) be signed by the Class Member requesting
24 exclusion; (c) be addressed to the Settlement Administrator at the specified address indicated in
25 the Notice; and (d) be post marked on or before the Response Deadline. Class Members who
26 exclude themselves shall not have the right to object to the Settlement and any objection filed by
27 a Class Member who has excluded themselves shall be disregarded by the Court. Nevertheless,
28 Class Members who exclude themselves shall still be bound by the release of the claim for the

1 Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and
2 1194, based on the facts as alleged in the operative Complaint that accrued at any time from
3 March 28, 2017, through the present, but Class Members who exclude themselves shall also
4 receive their portion of the PAGA Payment.

5 28. "Response Deadline" means the deadline by which Class Members must postmark
6 or fax to the Settlement Administrator a Request for Exclusion or an Objection to the Settlement.
7 The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Notice by
8 the Settlement Administrator, unless the sixtieth day falls on a Sunday or Federal holiday, in
9 which case the Response Deadline will be extended to the next day on which the U.S. Postal
10 Service is open. The Response Deadline for any Class Member who is re-mailed a Notice by the
11 Settlement Administrator in accordance with the Notice Procedure shall be the earlier of (1) 45
12 days from the date the Notice Package is re-mailed or (2) a date which is 30 days prior to the final
13 approval hearing. If the Settlement Administrator is unable to re-mail Notices with sufficient time
14 for a Class Member to comply with the preceding Response Deadline, the Settlement
15 Administrator shall notify Class Counsel and Defendant's Counsel and make a recommendation
16 whether or not the Response Deadline should be extended and by how many days. The parties
17 will then seek via a Stipulation and Order from this court to extend the Response Deadline and a
18 continuance of the date of the final approval hearing if necessary.

19 29. "Settlement" or "Settlement Agreement" means this Joint Stipulation of Class
20 Action Settlement and Release, which is made and entered into by and between Plaintiff, and on
21 behalf of all others similarly situated, and Defendant.

22 30. "Settlement Administrator" means Phoenix Settlement Administrators. The
23 Parties each represent that they do not have any financial interest in the Settlement Administrator
24 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
25 interest.

26 31. "Settlement Administration Costs" means the cost payable from the Gross Fund
27 Value to the Settlement Administrator for administering this Settlement, including, but not
28 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,

1 distributing the portions of the Net Settlement Amount as provided for herein, and providing
2 necessary reports and declarations at the Parties' request. The Settlement Administration Costs
3 are estimated to be \$9,500. The Settlement Administration Costs shall be paid from the Gross
4 Fund Value, including, if necessary, any such costs in excess of the foregoing estimate
5 represented by the Settlement Administrator as being the amount of costs and fees necessary to
6 administer the Settlement. To the extent the actual costs of administration of the Settlement are
7 less than the amount anticipated by the Settlement Agreement, the remainder shall become part of
8 the Net Settlement Amount.

9 32. "Settlement Period," or "Class Period" means the period from March 28, 2014
10 through Preliminary Approval.

11 33. "Total Pay Periods" means the aggregate of all Class Member pay periods
12 worked during the Class Period. Defendant shall certify the number of pay periods that have
13 accrued for all Class Members during the Settlement Period. The Settlement Administrator shall
14 use the hire and termination dates for each Class Member, as well as any dispute(s) from Class
15 Members, to verify the number of workweeks certified by Defendant.

16 **TERMS OF AGREEMENT**

17 Plaintiff, on behalf of himself and Class Members, and Defendant all agree as follows:

18 **Defendant's Primary Obligations under the Settlement Agreement**

19 34. **Funding the Gross Fund Value.** Within 30 calendar days of the Effective Date,
20 Defendant shall wire to the Settlement Administrator the Gross Fund Value.

21 **Payments to Be Taken From the Gross Fund Value:**

22 Payments to be taken from the Gross Fund Value shall be distributed as follows:

23 35. **Payment of Class Counsel Award.** Defendant agrees not to oppose or impede any
24 application or motion by Class Counsel for a Class Counsel Award of \$63,333.33 in attorneys'
25 fees, and actual costs incurred of up to \$25,000, which amount shall include any and all costs and
26 expenses associated with Class Counsel's litigation and settlement of the Action. The Settlement
27 Administrator shall release to Class Counsel their Court approved Class Counsel Award from the
28 monies collected from Defendant within 15 calendar days of payment by Defendant. Class

1 Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made
2 pursuant to this paragraph. The appropriate 1099 tax forms shall be provided by the Settlement
3 Administrator to Class Counsel for the payments made pursuant to this paragraph.

4 36. Class Representative Incentive Award. In recognition of his effort, work, stigma
5 and risk in prosecuting the Action on behalf of Class Members, and in exchange for an individual
6 general release, Defendant agrees not to oppose or impede any application or motion by Plaintiff
7 for a Class Representative Incentive Award of \$10,000, subject to Court approval and the Court
8 finally approving this Settlement Agreement. The Class Representative Incentive Award shall be
9 in addition to the Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. The
10 Settlement Administrator shall release to Plaintiff his Court approved Class Representative
11 Incentive Award the monies collected from Defendant within 15 calendar days of payment by
12 Defendant. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
13 their Class Representative Incentive Award. The Settlement Administrator shall issue to Plaintiff
14 the appropriate 1099 tax form(s) for the Class Representative Incentive Award.

15 37. PAGA Payment and Notification of LWDA of PAGA Claims and Settlement. The
16 Settlement Administrator shall distribute 75% of the Court approved PAGA Payment by paying
17 the LWDA a payment of \$18,750, and 25% of the PAGA Payment to all Class Members based on
18 the number of pay periods worked by each Class Member. Specifically, the total number of pay
19 periods worked by Class Members at any time from March 28, 2014, through the date of
20 preliminary approval will be added up. Then, each Class Member's pay periods worked shall be
21 divided by the total number of pay periods worked by all Class Members and multiplied against
22 \$6,250 to reach the PAGA Payment paid to each Class Member. The Settlement Administrator
23 shall distribute the PAGA Payments to Class Members regardless of whether they opt-out or not.
24 The Settlement Administrator shall release to the LWDA their share of the Court approved
25 PAGA payment from the monies collected from Defendant within 15 calendar days of payment
26 by Defendant.

27 38. Settlement Administration Costs. The Settlement Administration Costs are
28 currently estimated to be \$9,500. These costs shall include the cost of notifying the Class of the

1 settlement, distributing the required periodic payments to the Class and to Plaintiffs, Class
2 Counsel, and the LWDA, required tax reporting and payment to the taxing authorities on the
3 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, providing weekly
4 reports on the disputes, opt-outs and/or objections received and forwarding those correspondences
5 to the Parties' counsel immediately upon receipt, and providing necessary declarations and/or
6 reports for filing with the Court. The Settlement Administrator shall pay itself its actual expenses
7 as provided for in this Agreement and approved by the Court, from the monies collected from
8 Defendant.

9 39. Net Settlement Amount. After deducting the Class Counsel Award, Class
10 Representative Incentive Award, all Settlement Administration Costs, and PAGA Payment from
11 the Gross Fund Value, the remaining Net Settlement Amount (after deduction of standard
12 employee payroll taxes) shall be awarded to all Class Members who do not file a Request for
13 Exclusion as provided in the Settlement, using the methodology set forth in paragraph 40 below.

14 40. Calculation of Individual Settlement Payments. Using the Class List and more
15 specifically, the dates of active employment provided by Defendant in the Class List, the
16 Settlement Administrator will calculate the total Compensable Pay Periods for all Class Members.
17 The respective Compensable Pay Periods for each Class Member will be divided by the total
18 Compensable Pay Periods for all Class Members, resulting in the Payment Ratio for each
19 Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be
20 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated
21 Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any
22 legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) for each Class
23 Member. As set forth in Section 21 above, Class Members will also receive a PAGA Payment
24 regardless of whether they opt-out, pursuant to the formula set forth in Section 21. The PAGA
25 Payments and Individual Settlement Payments will be paid to Class Members as separate
26 negotiable checks, issued by the Settlement Administrator.

27 41. Voided Individual Settlement Payment Checks. Any checks issued by the
28 Settlement Administrator to Participating Class Members for the Individual Settlement Payments

shall be negotiable for 180 days. Individual Settlement Payments returned as undeliverable or remaining un-cashed for more than 180 days after issuance (collectively, "Voided Individual Settlement Payment Checks") shall be distributed by the Settlement Administrator to *cy pres* recipient Legal Aid at Work. Those Participating Class Members who fail to timely cash their checks will be deemed to have waived any right in or claim to their portion of the Settlement Funds, but the Agreement nevertheless will be binding upon them. By virtue of the Court's approval of this Agreement, its terms shall control over any principles of escheat or provisions of unclaimed property law. In no circumstance will any of the Settlement Fund be retained by or revert to Defendant.

42. Voided PAGA Payment Checks. Any checks issued by the Settlement Administrator to Class Members for the PAGA Payments shall be negotiable for 180 days. PAGA Payments returned as undeliverable or remaining un-cashed for more than 180 days after issuance (collectively, "Voided PAGA Payment Checks") shall be distributed by the Settlement Administrator to the LWDA.

Tax Treatments, Liabilities and Disclaimers

43. Tax Treatment of Individual Settlement Payments. All Individual Settlement Payments will be allocated as follows: 10% to settlement of wage claims, 10% to settlement interest, and 80% to settlement penalties. The portion allocated to wages shall be reported on an IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS Form-1099 issued by the Settlement Administrator. The Settlement Administrator shall deduct the standard employee's share of payroll taxes for the portion of the Individual Settlement Payments allocated to wages from the Individual Settlement Payments and remit such payroll taxes to the taxing authorities.

44. Defendant's Portion of Payroll Taxes. Subject to the approval of the Court, Defendant shall separately pay the employer contributions of all federal, state, and local taxes (including, but not limited to, FICA, FUTA, and SDI).

45. Tax Liability (Defendant and Class Counsel Disclaimers). Circular 230 Disclaimer. Defendant and Class Counsel make no representations as to the tax treatment or legal

1 effect of the payments called for hereunder, and Participating Class Members are not relying on
2 any statement or representation by Defendant or Class Counsel in this regard.

3 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT
4 EACH PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
5 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE)
6 IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
7 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
8 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
9 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
10 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
11 IMPOSED ON HIM, HER OR IT.

12 Participating Class Members understand and agree that Participating Class Members will
13 be solely responsible for the payment of any income taxes and penalties assessed on the payments
14 described herein and will hold Defendant and Class Counsel free and harmless from any claims
15 concerning the tax liability associated with any payments made to Participating Class Members
16 pursuant to this Settlement Agreement.

17 Notice & Administrative Execution Procedures

18 The Notice Procedures to notify all Class Members of the Settlement Agreement
19 provisions shall be managed and administered as follows:

20 46. Class List. Within 30 calendar days after Preliminary Approval, Defendant shall
21 provide the Class List to the Settlement Administrator in conformity with the definition,
22 substance, and format as previously indicated.

23 47. Notice by First-Class U.S. Mail. Within 30 days after receiving the Class List
24 from Defendant as provided herein, the Settlement Administrator shall send a Notice to all Class
25 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
26 identified in the Class List or the National Change of Address Database. Any second mailings
27 shall be no later than 15 days from the end of the initial Response Period, subject to paragraph 28

1 of this agreement. In addition, for all Class Members for whom Defendant has an email address,
2 the Settlement Administrator will also email the Class Notice to these Class Members.

3 48. Confirmation of Contact Information in the Class List. Prior to mailing, the
4 Settlement Administrator shall perform a search based on the National Change of Address
5 Database for information to update and correct for any known or identifiable address changes.
6 Any Notices returned to the Settlement Administrator as non-deliverable on or before the
7 Response Deadline shall be sent promptly via regular First-Class U.S. Mail to the forwarding
8 address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing
9 on the Notice. If no forwarding address is provided, the Settlement Administrator shall promptly
10 attempt to determine the correct address using a single skip-trace or other search using the name,
11 address and/or Social Security number of the Class Member involved, and shall then perform a
12 single re-mailing. If, after performing a skip-trace search, the Notice is still returned to the
13 Settlement Administrator as non-deliverable, that individual will be deemed a Class Member for
14 purposes of the Released Claims described herein, without any further effort of the Settlement
15 Administrator required.

16 49. Notices. All Class Members will receive a Notice. Each Notice will list:
17 (1) information regarding the nature of the Action, (2) a summary of the substance of the
18 Settlement, (3) the Class definition, (4) the formula for calculating Individual Settlement
19 Payments, (5) the deadlines by which the Class Member must postmark a Request for Exclusion,
20 file an objection to the Settlement with the Settlement Administrator or postmark disputes
21 regarding the amounts in the Individual Response Form, and (6) a description of the claims to be
22 released by all Class Members who do not submit timely and valid Requests for Exclusion.
23 Subject to the approval of the Court, the Notice shall be substantially in the form attached hereto
24 as **Exhibit "A."**

25 50. Disputed Information on Notice. The Notice will list the number of pay periods
26 worked by the Class Member during the Class Period. If a Class Member disputes the
27 information listed in the Notice, the Class Member should produce evidence to the Settlement
28 Administrator substantiating factual information different from that appearing on the Notice. To

1 the extent any Class Member disputes the information listed on his or her Notice prior to the
2 Response Deadline, the Class Member may produce evidence to the Settlement Administrator
3 showing the correct employment dates or data that he or she contends should be shown in the
4 Notice. Defendant will provide employment records to the Settlement Administrator that reflect
5 that dates actually worked by each Class Member during the Class Period. Defendant's records
6 will be presumed determinative, absent evidence to rebut those records, but the Settlement
7 Administrator shall evaluate the evidence submitted by the Class Member and make the final
8 decisions as to which dates and data should be applied within five calendar days of receiving the
9 dispute, which determination will be conclusive, final and binding. Defendant agrees to
10 diligently and in good faith resolve any Class Member dispute regarding the information listed in
11 the Notice. Class Members who failed to provide information in support of any dispute by the
12 Response Deadline, shall be foreclosed from contesting Defendants' data.

13 51. No Requirement for a Claim Form. Class Members shall not be required to submit
14 a Claim Form to receive an Individual Settlement Payment.

15 52. Request for Exclusion Procedures. Any Class Member wishing to opt-out from
16 the Settlement Agreement must sign and postmark a written Request for Exclusion to the
17 Settlement Administrator not later than the Response Deadline. The Request for Exclusion must
18 (a) state the name, address, telephone number, and last four digits of the Social Security Number
19 of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be addressed
20 to the Settlement Administrator at the specified address indicated in the Notice; and (d) be post
21 marked on or before the appropriate deadline. The Notice shall provide these instructions to the
22 Class Members who wish to exclude themselves from the Class. The date of the postmark on the
23 return mailing envelope shall be the exclusive means to determine whether a Request for
24 Exclusion has been timely submitted. Class Members who submit Requests for Exclusion shall
25 not be entitled to file objections to the Settlement and any objections filed by a Class Member
26 who has excluded him or herself from the Settlement shall be disregarded by the Court. Class
27 Members who do not submit valid Requests for Exclusion shall be bound by all terms of the
28 Settlement Agreement, Release, and any Final Judgment entered by the Court if the Settlement is

1 granted final approval by it. The Parties agree not to encourage or discourage any Class Members
2 to exclude themselves or opt-out of the Settlement Agreement.

3 53. Defective Requests for Exclusion. If any Class Member submits a defective
4 Request for Exclusion postmarked before the Response Deadline, the Settlement Administrator
5 shall, in that case, send a Cure Letter to such Class Member, advising that the Request for
6 Exclusion is defective, stating the nature of the defect and that the defect must be cured to render
7 the Request for Exclusion valid. The Settlement Administrator must mail the Cure Letter within
8 five (5) business days of receiving the defective Request for Exclusion. The Cure Letter shall
9 state that the Class Member has ten (10) days from the date of the Cure Letter or the Response
10 Deadline, whichever date is later, to postmark a revised Request for Exclusion. If a Class
11 Member responds to a Cure Letter by resubmitting a defective Request for Exclusion, then the
12 Settlement Administrator shall have no further obligation to give notice of a need to cure.
13 Defective Requests for Exclusion will be considered invalid and, if received after the Response
14 Deadline, Class Members will have no right to cure them, except as provided for herein or by the
15 agreement of the Parties.

16 54. Objection Procedures. To object to the Settlement Agreement, a Class Member
17 must submit his or her objection to the Settlement Administrator by not later than the Response
18 Deadline. The Settlement Administrator shall immediately forward any objections received to the
19 Parties' counsel. Upon receipt of said objection, the Parties then shall be responsible for filing
20 the objection with the Court. The postmark date of the filing and service of the objection shall be
21 deemed the exclusive means for determining if the objection is timely. The objection must be
22 signed by the Class Member and provide the Class Member's name, most current address, most
23 current telephone number, the basis for each objection, the Class Member's dates of employment
24 with Defendant, and last four digits of Class Member's social security number. The Notice shall
25 provide these instructions about how to object to the Settlement. Class Members may also appear
26 at the Final Approval Hearing to object even if they do not submit a written objection. Class
27 Members who fail to make written objections in the manner specified above or appear at the Final
28 Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from

1 making any future objection (whether by appeal or otherwise) to the Settlement Agreement.
2 Plaintiff and/or Defendants may file oppositions to any properly filed objections prior to the date
3 of the Final Approval Hearing. Class Members who have mailed timely and valid exclusion
4 letters shall not have the right to object to the Settlement and any such objections shall not be
5 considered by the Court. The Parties agree not to encourage or discourage any Class Members
6 to object to the Settlement Agreement.

7 55. Certification of Requests for Exclusion and Objections. All Requests for
8 Exclusion and Objections will be submitted to the Settlement Administrator, who shall then
9 certify jointly to Class Counsel, Defendant's Counsel, and the Court the total number of Class
10 Members who have submitted Requests for Exclusion and Objections and provide copies of same
11 to Counsel.

12 56. Notification Reports Regarding Requests for Exclusion and Objections. The
13 Settlement Administrator shall provide Defendant's Counsel and Class Counsel a weekly report
14 showing at a minimum: (i) the number of Class Members who have submitted timely, valid
15 Requests for Exclusion and/or Objections; (ii) whether any Class Member has submitted a
16 challenge to the employment dates identified in their Notice, or any other information contained
17 in the Notice; and (iii) statistics showing which disputes that have been resolved and which have
18 not been resolved. Additionally, the Settlement Administrator will provide to counsel for both
19 Parties any updated reports as needed or requested.

20 57. Resolution of Disputes Concerning Individual Settlement Payments. Should any
21 questions arise regarding the determination of eligibility for the amounts of any Individual
22 Settlement Payments under the terms of this Settlement Agreement that are not otherwise
23 resolved by the Settlement Administrator, counsel for the Parties shall meet and confer in an
24 attempt to reach an agreement. If Class Counsel and Defendant's Counsel cannot agree, the
25 Settlement Administrator shall then make the final determination, and that determination shall be
26 conclusive, final and binding.

27 58. Additional Administrative Duties of the Settlement Administrator. The Settlement
28 Administrator shall report Individual Settlement Payments to all required taxing and other

1 authorities, withhold the standard employee's share of payroll taxes from the wage portion of
2 each Individual Settlement Awards, pay all employer share of payroll taxes, and transmit these
3 amounts to the taxing authorities, and issue IRS Forms W-2 and 1099. Upon completion of
4 administration of the Settlement, the Settlement Administrator shall provide written certification
5 of such completion to the Court and counsel for all Parties.

6 59. Minimization of Administrative Costs. The Parties agree to cooperate in the
7 settlement administration process and to make all reasonable efforts to control and minimize the
8 costs and expenses incurred in administration of the Settlement Agreement.

9 Release of Claims

10 60. General Release of Claims by Plaintiff. Upon the Effective Date and in
11 consideration of the payment to Plaintiffs of the Class Representative Incentive Awards, Plaintiff
12 and his agents, attorneys, representative, heirs, successors, assigns, and each and all of them,
13 hereby release, acquit, and forever discharge Defendant, its parents, subsidiaries and affiliates,
14 and each of them, and their respective agents, general agents, insurers, reinsurers, payroll
15 companies, attorneys, representatives, owners, stockholders, policyholders, principals, partners,
16 employees, officers, directors, trustees, heirs, successors, predecessors, assigns, parent
17 corporations, subsidiaries, affiliated companies ("Released Parties"), and each and all of them, of
18 and from any and all obligations, debts, claims, liabilities, demands, and causes of action of every
19 kind, nature and description whatsoever, whether or not now known, suspected or claimed, which
20 they ever had, now have, or may hereafter acquire by reason of employment with Defendant,
21 accruing from the beginning of time until the date that the final approval of the Settlement is
22 granted, including all claims, known or unknown. The foregoing release shall be effective as a bar
23 to any and all claims of any character, nature or kind, known or unknown, suspected or
24 unsuspected specified herein. Plaintiff expressly waives any and all rights and benefits conferred
25 upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of
26 applicable law which are as follows:

27 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
28 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF

EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

61. Release of Claims by Class Members. Upon the Effective Date and with the exception of claims for the Private Attorneys’ General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present, all Class Members who have not filed timely, valid Requests for Exclusion shall release, waive and forfeit, and shall have been deemed to have waived and forfeited, all Released Claims against the Released Parties, and each of them.

62. Labor Code § 206.5 Inapplicable. It is acknowledged that this Settlement is made with respect to disputed claims and each Class Member who has not opted out will be deemed to have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section provides:

“No employer shall require the execution of any release of any claim or right on account of wages due, or to become due, or made as an advance on wages to be earned, unless payment of such wages has been made. Any release required or executed in violation of this provision of this section shall be null and void as between the employer and the employee and the violation of the provisions of this section shall be a misdemeanor.”

Revocation or Nullification of Settlement Agreement

63. Revocation of Settlement Agreement: If Class Members representing an aggregate total of 10% or more of the verified pay periods submit valid Requests for Exclusion by the Response Deadline, then Defendant may, at its election and in its sole discretion, rescind the Settlement. Defendant must exercise its right of rescission, in writing, to the Court and Class Counsel, within 14 calendar days after the Settlement Administrator notifies the Parties of the total number of Requests for Exclusion received by the Response Deadline. If Defendant

1 exercises its option to rescind the Settlement, all actions taken in furtherance of the Settlement
2 will be null and void. Further, if Defendant exercises its right of revocation pursuant to this
3 paragraph, Defendant shall pay the Settlement Administrator's costs incurred up to the point of
4 revocation.

5 64. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
6 the order of Preliminary Approval specified herein; (ii) the Court does not finally approve the
7 Settlement as provided herein; (iii) the Court does not enter the Final Judgment as provided
8 herein, which becomes final as a result of the occurrence of the Effective Date; or (iv) the
9 settlement does not become final for any other reasons, this Settlement Agreement shall be null
10 and void. In such a case, the Parties shall proceed in all respects as if this Settlement Agreement
11 had not been executed, except that any fees already incurred by the Settlement Administrator up
12 to the date that Defendant receives notice by the Court of any of the events (i) through (iv) shall
13 be paid equally by Plaintiff and Defendant and shall not be reimbursable.

14 Preliminary & Final Approval Hearings

15 65. Preliminary Approval Hearing. Plaintiff shall request a hearing before the Court to
16 request Preliminary Approval of the Settlement Agreement. At the Preliminary Approval
17 hearing, the Parties shall request the entry of a Preliminary Approval Order that: (i) conditionally
18 certifies the Class for settlement purposes only, (ii) preliminarily approves the proposed
19 Settlement Agreement, (iii) approves the Notice, and (iv) sets a date for a Final
20 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the
21 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
22 Approval hearing, Class Counsel shall submit this Settlement Agreement and all exhibits for
23 approval by the Court, and prepare, file and serve a motion for preliminary approval of same.

24 66. Final Settlement Approval Hearing and Entry of Final Judgment and Notice to the
25 Class. At least 90 after the initial Response Deadline, and with the Court's permission, a Final
26 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
27 Settlement Agreement along with the amounts properly payable for (i) the Class Counsel Award,
28 (ii) the Class Representative Incentive Award, and (iii) the Settlement Administration Costs.

1 Class Counsel shall be responsible for preparing, filing and serving a motion for final approval of
2 the Settlement and for approval of the fees and various payments provided therein. Class Counsel
3 shall file and serve on Defendant a Notice of Entry of Judgment.

4 67. Permanent Injunction. Except as to Settlement Class Members who timely submit
5 Requests for Exclusion, the Final Judgment will contain provisions enjoining Plaintiffs and the
6 Class Members from prosecuting the claims released herein and enjoining Plaintiffs and the Class
7 Members from initiating or continuing other proceedings regarding the claims released herein,
8 including but not limited to filing any claims before the Division of Labor Standards and
9 Enforcement ("DLSE") or in any forum whatsoever. Inclusion of these provisions in the Final
10 Judgment and Order of Final Approval is a material part of the consideration for this Settlement.

11 68. Interim Stay of Proceedings. The Parties agree that the application of Code of
12 Civil Procedure § 583.310 is stayed from now through the date of entry Final Approval and
13 Judgment or the date upon which this Settlement Agreement becomes null and void.
14 Accordingly, pursuant to Code of Civil Procedure § 583.330, the Parties stipulate that the time
15 within which this action must be brought to trial is stayed. The Parties agree to refrain from
16 further litigation of this matter, except such proceedings necessary to implement and obtain an
17 Order granting Final Approval of the terms of the Settlement Agreement. The Parties further
18 agree that the mutual, voluntary cessation of litigation shall terminate if the motion for final
19 approval of the Settlement Agreement is denied by the Court.

20 Final Judgement Ratifying the Settlement Agreement

21 69. Final Judgment and Continued Jurisdiction. Upon final approval of the Settlement
22 by the Court, or after the Final Approval/Settlement Fairness Hearing, the Parties shall present the
23 Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall
24 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
25 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
26 post-Final Judgment matters as may be appropriate under Court rules or as set forth in this
27 Agreement.

Dispute Resolution Concerning the Terms of This Settlement Agreement

70. Dispute Resolution Involving Settlement Agreement. Except as provided herein, all disputes concerning the interpretation, calculation or payment of settlement claims, or other disputes regarding compliance with this Settlement Agreement shall be resolved as follows: if Plaintiff or Class Counsel, on behalf of Plaintiff or any Class Member, or Defendant at any time contend that the other party has breached or acted contrary to the Settlement Agreement, that party shall notify the other party in writing of the alleged violation. Upon receiving notice of the alleged violation or dispute, the responding party shall have ten (10) days to correct the alleged violation and/or respond to the initiating party with the reasons why the party disputes all or part of the allegation. If the response does not address the alleged violation to the initiating party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their differences. If Class Counsel and Defendant are unable to resolve their differences within thirty (30) days after the writing which notified them of the alleged violation, either Party may elect to file (1) an appropriate Code of Civil Procedure § 664.6 motion for enforcement with the Court, or (2) take any other legal action to enforce this Settlement Agreement. Reasonable attorney fees and costs, as fixed by the Court, incurred to enforce this Settlement Agreement shall be awarded to the prevailing party.

General & Miscellaneous Provisions

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

72. Confidentiality. Parties and their respective counsel agree that the terms of this Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized or promoted to the public, except as necessary in order to enforce its terms. However, Class Counsel can speak with class members and encourage them to send in any corrections of addresses, any contest regarding pay periods, and to answer questions.

1 73. Entire Agreement. This Settlement Agreement, and any attached Exhibit
2 constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written
3 or oral agreements may be deemed binding on the Parties.

4 74. Amendment or Modification. This Settlement Agreement may be amended or
5 modified only by a written instrument signed by counsel for all Parties or their successors-in-
6 interest and must be approved by this Court.

7 75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
8 and represent they are expressly authorized by the Parties whom they represent to negotiate this
9 Settlement Agreement and to take all appropriate action required or permitted to be taken by such
10 Parties pursuant to this Settlement Agreement in order to effectuate its terms, and to execute any
11 other documents that may be required to do the same. The Parties and their counsel will
12 cooperate with each other and use their best efforts to effect the implementation of the Settlement.
13 If the Parties are unable to reach agreement on the form or content of any document needed to
14 implement the Settlement, or on any supplemental provisions which may become necessary to
15 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve
16 such disagreement.

17 76. Binding on Successors and Assigns. This Settlement Agreement shall be binding
18 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
19 defined.

20 77. California Law Governs. All terms of this Settlement Agreement and Exhibits
21 hereto shall be governed by and interpreted according to the laws of the State of California.

22 78. Counterparts. This Settlement Agreement may be executed in one or more
23 counterparts and by facsimile and/or PDF signatures. All executed counterparts and each of them
24 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
25 exchange among themselves original signed counterparts.

26 79. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
27 interpretation, implementation and enforcement of the terms of this Settlement Agreement, and
28 all related orders and judgments. The Parties and their counsel likewise submit to the Court's

jurisdiction for purposes of interpreting, implementing, and enforcing the terms embodied in this Settlement Agreement and all related orders and judgments.

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

81. Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to class certification for purposes of this Settlement only; except, however, that Plaintiff or Class Counsel may appeal any reduction of the Class Counsel Award or of Class Counsel Representative Enhancement Payment below the amount provided for herein, and either Party may appeal any Court order that materially alters the Settlement Agreement's terms which costs will be borne solely by the appealing party.

82. Class Certification for Settlement Purposes Only. The Parties agree to stipulate to class certification only for purposes of the Settlement. If, for any reason, the Settlement is not approved, the stipulation to certification will be void. The Parties further agree that certification for purposes of the Settlement is not an admission that class certification is proper under the standard applied to contested certification motions and that this Settlement will not be admissible in this or any other proceeding as evidence that (i) a class should be certified or (ii) Defendant is liable to Plaintiffs or the Class Members.

83. No Admission of Liability. The Parties to the Action understand that the terms of the Settlement Agreement do not in any way imply an admission of liability on the part of Defendant, and that it is being agreed to as an efficient method and compromise in order to resolve disputed claims. This Settlement Agreement may not be used in any proceeding and for any purpose whatsoever as an admission of liability on behalf of Defendant.

84. All Terms Subject to Final Court Approval. All amounts and procedures described in this Settlement Agreement herein shall be subject to final Court approval.

85. Execution of Necessary Documents. All Parties shall execute all documents reasonably necessary to effectuate the terms of this Settlement Agreement.

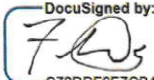
86. Binding Agreement. The Parties intend that this Settlement shall be fully enforceable and binding on all parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: 7/30/2019

PLAINTIFF:

DocuSigned by:

 C72DDF6E7CB44DA...

Plaintiff Francisco Carrasco

Dated: _____

DEFENDANT:
 Vince, LLC

By: _____

Title: _____

Please print name of authorized signatory

APPROVED AS TO FORM

POLARIS LAW GROUP, LLP

Dated: 7.30.19


By: 

William L. Marder, Esq.

HYUN LEGAL, APC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: 7.30.19

By: 
Dennis S. Hyun, Esq.

HANSON BRIDGETT LLP

Dated: _____

By: _____
Christopher A. Rheinheimer, Esq.

86. Binding Agreement. The Parties intend that this Settlement shall be fully enforceable and binding on all parties, and that it shall be admissible and subject to disclosure in any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that otherwise might apply under federal or state law.

SIGNATURES

READ CAREFULLY BEFORE SIGNING

Dated: _____

PLAINTIFF:

Plaintiff Francisco Carrasco

Dated: 8/8/2019

DEFENDANT:
Vince, LLC

By: David Stif

Title: EVP, CFO
Please print name of authorized signatory

APPROVED AS TO FORM

POLARIS LAW GROUP, LLP

Dated: _____

By: William L. Marder, Esq.

HYUN LEGAL, APC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: _____

By: _____
Dennis S. Hyun, Esq.

HANSON BRIDGETT LLP

DATED: August 12, 2019

By: 
CHRISTOPHER A. RHEINHEIMER

EXHIBIT “B”

1 William L. Marder, Cal Bar No. 170131
2 POLARIS LAW GROUP, LLP
3 501 San Benito Street, Suite 200
4 Hollister, California 95023
5 Telephone: 831.531.4214
6 Facsimile: 831.634.0333

7 Dennis S. Hyun (State Bar No. 224240)
8 HYUN LEGAL, APC
9 515 S. Figueroa St., Suite 1250
10 Los Angeles, CA 90071
11 (213) 488-6555
12 (213) 488-6554 facsimile

13 *Attorneys for Plaintiff and the Class*

14 HANSON BRIDGETT LLP
15 CHRISTOPHER A. RHEINHEIMER (Bar No. CA 253890)
16 Email: crheinheimer@hansonbridgett.com
17 JENNIFER M. MARTINEZ (Bar No. CA 262081)
18 Email: jmartinez@hansonbridgett.com
19 425 Market Street, 26th Floor
20 San Francisco, CA 94015
21 Telephone: (415) 777-3200
22 Facsimile: (415) 541-9366

23 *Attorneys for Defendant*
24 VINCE, LLC

25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
841
842
843
844
845
846
847
848
849
850
851
852
853
854
855
856
857
858
859
860
861
862
863
864
865
866
867
868
869
870
871
872
873
874
875
876
877
878
879
880
881
882
883
884
885
886
887
888
889
890
891
892
893
894
895
896
897
898
899
900
901
902
903
904
905
906
907
908
909
910
911
912
913
914
915
916
917
918
919
920
921
922
923
924
925
926
927
928
929
930
931
932
933
934
935
936
937
938
939
940
941
942
943
944
945
946
947
948
949
950
951
952
953
954
955
956
957
958
959
960
961
962
963
964
965
966
967
968
969
970
971
972
973
974
975
976
977
978
979
980
981
982
983
984
985
986
987
988
989
990
991
992
993
994
995
996
997
998
999
1000

FRANCISCO CARRASCO, as an individual and on behalf of all others similarly situated,

Plaintiffs,

v.

VINCE, LLC, a Delaware limited liability company; and DOES 1 through 50, inclusive,

Defendants.

Civil Case No. RG18898840

**SECOND-THIRD AMENDED JOINT
STIPULATION OF CLASS ACTION
SETTLEMENT AND RELEASE**

1 **SECOND-THIRD AMENDED JOINT STIPULATION OF CLASS ACTION**

2 **SETTLEMENT AND RELEASE**

3 This Second-Third Amended Joint Stipulation of Class Action Settlement and Release
4 (“Settlement” or “Settlement Agreement”) is made and entered into by and between Plaintiff
5 Francisco Carrasco (“Plaintiff” or “Class Representative”), individually and on behalf of all
6 others similarly situated (the “Class Members”), and Defendant Vince, LLC (“Vince” or
7 “Defendant”) (collectively with Plaintiff, the “Parties”).

8 **RECITALS**

9 1. On or about March 28, 2018, Plaintiff filed a putative class action in the Alameda
10 County Superior Court asserting causes of action for: 1) Violation of Cal. Labor Code § 226(a);
11 2) Violation of Cal. Labor Code §§ 510, 558, and 1194; 3) Violation of Cal. Labor Code § 2698,
12 *et seq.*; and 4) Violation of Cal. Bus. & Prof. Code § 17200.

13 2. Plaintiff’s counsel, the Polaris Law Group, LLC and Hyun Legal, APC
14 (collectively, “Class Counsel”), diligently pursued an investigation of the proposed Class
15 Members’ claims against Defendant, including any and all applicable defenses and the applicable
16 law. The investigation included, *inter alia*, the exchange of information pursuant to informal
17 discovery, analysis of data produced by Defendant, numerous conferences between Class Counsel
18 and Defendant’s counsel, and a full-day mediation session in front of David A. Rotman.

19 3. Based on the data produced pursuant to informal discovery and Class Counsel’s
20 own independent investigation and evaluation, Class Counsel believes that the settlement with
21 Defendant for the consideration and on the terms set forth in this Settlement Agreement is fair,
22 reasonable, and adequate and is in the best interest of the Class in light of all known facts and
23 circumstances, including the risk of significant delay and uncertainty associated with litigation,
24 various defenses asserted by Defendant, Defendant’s financial condition, and numerous potential
25 appellate issues.

26 4. Defendant denies any liability or wrongdoing of any kind associated with the
27 claims alleged in this Action and further denies that this case is appropriate for class treatment for
28 any purpose other than this settlement.

1 relevant information needed to calculate settlement payments. The Class List is confidential and
2 not to be disclosed to any party other than the Settlement Administrator. To the extent Class
3 Counsel requires the contact information of any Class Member who is disputing the information
4 contained in the Notice, such information shall be provided by Defendant's counsel as reasonably
5 required.

6 10. "Class Members" or "Class" includes all persons employed as non-exempt hourly
7 paid employees in any of Defendant's facilities located in the State of California and who
8 received a wage statement containing the line item "Retail OT .5X" during the Settlement Period
9 (defined as March 28, 2014 through Preliminary Approval herein). It shall be an opt-out class.
10 However, the Class will not include any person who previously settled or released the Released
11 Claims covered by this Settlement, any person who elects to exclude himself or herself from this
12 Settlement pursuant to the process described in Section 53, or any person who was previously
13 paid or received an award through civil or administrative action for the Released Claims covered
14 by this Settlement.

15 11. "Class Representative Incentive Award" means the amount to be paid to Plaintiff
16 in recognition of his effort and work in prosecuting the Action on behalf of Class Members and in
17 exchange for a general release. The Class Representative Incentive Award shall be paid from the
18 Gross Fund Value. The Class Representative Incentive Award for Plaintiff is \$10,000, subject to
19 Court Approval and the Court finally approving this Settlement Agreement, and subject to the
20 exhaustion of any and all appeals.

21 12. "Compensable Pay Periods" means the number of verified pay periods during
22 which a Class Member was employed by Defendant in California during the Settlement Period.

23 13. "Court" means the Alameda County Superior Court with jurisdiction over this
24 Action.

25 14. "Defendant" means Vince, LLC.

26 15. "Effective Date" means the following: (a) if no one objects to the settlement, or
27 any Settlement Class Member files an objection but it is subsequently withdrawn, then the
28 Effective Date will be the first day after service by Plaintiff on Defendant of the Final Judgment;

1 (b) if a Class Member timely objects to the settlement, and if an appeal, review, or writ is not
2 sought from the Final Judgment, then the Effective Date will be sixty-one (61) days after service
3 of Notice of Entry of Final Judgment by Plaintiff on Defendant and any Objectors and by the
4 Class Administrator by postcard on the Class, whichever occurs later; or (c) if a Class Member
5 timely objects to the settlement, and if an appeal, review or writ is sought from the Final
6 Judgment, then all of Defendant's remaining obligations under this Agreement will be stayed
7 until the day after the Final Judgment is affirmed, or the appeal or writ is dismissed or denied (or
8 the time for filing an appeal or writ expires) which day will then be the Effective Date.

9 16. "Final Judgment" means the Judgment and Order of Final Approval of Class
10 Action Settlement by which the Court finally approves this Settlement. Notice of the Final
11 Judgment will be provided to the Class by posting a copy of Final Judgment on the claim
12 administrator's website.

13 17. "Gross Fund Value" means the total amount of \$190,000 from which will be paid
14 Individual Settlement Payments to Participating Class Members, the PAGA Payment, the Class
15 Representative Incentive Award to Plaintiff, the Settlement Administration Costs to the
16 Settlement Administrator, the standard employee share of payroll taxes on the wage portion of the
17 Individual Settlement Payments, and the Class Counsel Award of attorneys' fees and costs.
18 Defendant shall separately be obligated to pay the employer's share of payroll taxes. Defendant
19 is to fund the Gross Fund Value within 30 calendar days of the Effective Date.

20 18. "Individual Settlement Payment" means each Class Member's gross share of the
21 Net Settlement Amount (before deduction for the standard employee's share of payroll taxes)
22 which will be made to Class Members based on the number of Class Members' Compensable Pay
23 Periods.

24 19. "Net Settlement Amount" means the Gross Fund Value minus the Court approved
25 Class Representative Incentive Award to Plaintiff, the Court approved Settlement Administration
26 Costs to the Settlement Administrator, the Court approved Class Counsel Award of attorneys'
27 fees and costs, and Court approved PAGA Payment. The Net Settlement Amount is the amount
28 from which Individual Settlement Payments are made to Participating Class Members and is

1 estimated to be approximately \$72,916.67. [Gross Fund Value (\$190,000) – Settlement
2 Administration Costs (\$9,500) – Class Representative Incentive Award (\$10,000) – Class
3 Counsel Award for Fees (\$63,333.33) – Class Counsel Award for Costs (not to exceed \$25,000) –
4 PAGA Payment to LWDA (75% of \$25,000, or \$18,750, and 25% to the Net Settlement Amount,
5 or \$6,250) = approximately \$72,916.67.]

6 20. “Notice” means the Notice of Class Action Settlement, in a form substantially
7 similar to the form attached hereto as Exhibit A, and which the Court orders to be sent by the
8 Settlement Administrator to all Class Members via regular First Class U.S. Mail, and for all Class
9 Members for whom Defendant has email addresses, the Settlement Administrator will also email
10 the Class Notice to these Class Members.

11 21. Private Attorneys General Act Payment (“PAGA Payment”) is \$25,000 of the
12 settlement proceeds to settle claims and remedies under Private Attorneys General Act, Labor
13 Code Sections 2698, *et seq.* Subject to Court approval, 75% of the PAGA Payment (\$18,750)
14 shall be paid to the Labor Workforce and Development Agency (“LWDA”), which sum shall be
15 deducted from the Gross Fund Value, and 25% of the PAGA Payment (\$6,250), shall be equally
16 distributed to Class Members based on the number of pay periods worked by each Class Member.
17 Specifically, the total number of pay periods worked by Class Members at any time from March
18 28, 2014, through the date of preliminary approval will be added up. Then, each Class Member’s
19 pay periods worked shall be divided by the total number of pay periods worked by all Class
20 Members and multiplied against \$6,250 to reach the PAGA Payment paid to each Class Member.
21 All Class Members will receive a PAGA Payment In other words, all Class Members shall
22 receive an equal share of the \$6,250 (i.e., \$6,250 divided by the total number of Class Members,
23 with each Class Member receiving an equal share) regardless of whether they opt-out or not from
24 this Settlement and all Class Members shall be bound by the release of PAGA claims regardless
25 of whether they opt-out. ~~The PAGA Payments and Individual Settlement Payments will be paid~~
26 ~~to Class Members as separate negotiable checks.~~

1 22. “Payment Ratio” means the respective Compensable Pay Periods for each
2 Settlement Class Member divided by the total Compensable Pay Periods for all Settlement Class
3 Members.

4 23. “Participating Class” and “Participating Class Members” means all Class
5 Members who did not submit a timely Request for Exclusion pursuant to this settlement.

6 24. “Plaintiff” means the Plaintiff named in the Action: Francisco Carrasco.

7 25. “Preliminary Approval” means the Order by which the Court grants preliminary
8 approval of this Settlement Agreement. The proposed version of the Preliminary Approval Order
9 is attached hereto as Exhibit B.

10 26. “Released Claims” means any and all applicable local, municipal, Federal and/or
11 California claims arising from the primary facts alleged in this Action against Defendant and/or
12 the Released Parties, including statutory, contractual or common law or other relief, based on the
13 following categories of allegations: (a) all claims for violation of Labor Code §§ 510, 558, 1194,
14 and 1197.1 based on the facts alleged in the operative Complaint that accrued during the Class
15 Period; (b) all claims for violation of Labor Code § 226 based on the facts as alleged in the
16 operative Complaint that accrued at any time from March 28, 2017, through the present; (c) all
17 claims for penalties under the California Private Attorneys’ General Act predicated on the
18 violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the
19 operative Complaint that accrued at any time from March 28, 2017, through the present; and (d)
20 all claims for violation of Cal. Bus. & Prof. Code § 17200 based on the facts alleged in the
21 operative Complaint that accrued during the Class Period. The Released Claims include all
22 claims for legal or equitable relief, for compensatory and statutory damages, penalties, restitution,
23 injunctive relief, pre-judgment and post-judgment interest, and attorneys’ fees and costs of suit
24 that arise from, or relate to, the allegations in the Action.

25 27. “Request for Exclusion” means a timely and valid letter by a Class Member which
26 unambiguously indicates a request to be excluded from the Settlement and which must also:
27 (a) set forth the name, address, telephone number, and last four digits of the Social Security
28 Number of the person requesting exclusion; (b) be signed by the Class Member requesting

1 exclusion; (c) be addressed to the Settlement Administrator at the specified address indicated in
2 the Notice; and (d) be post marked on or before the Response Deadline. Class Members who
3 exclude themselves shall not have the right to object to the Settlement and any objection filed by
4 a Class Member who has excluded themselves shall be disregarded by the Court. Nevertheless,
5 Class Members who exclude themselves shall still be bound by the release of the claim for the
6 Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and
7 1194, based on the facts as alleged in the operative Complaint that accrued at any time from
8 March 28, 2017, through the present, but Class Members who exclude themselves shall also
9 receive their portion of the PAGA Payment.

10 28. "Response Deadline" means the deadline by which Class Members must postmark
11 or fax to the Settlement Administrator a Request for Exclusion or an Objection to the Settlement.
12 The Response Deadline shall be sixty (60) calendar days from the initial mailing of the Notice by
13 the Settlement Administrator, unless the sixtieth day falls on a Sunday or Federal holiday, in
14 which case the Response Deadline will be extended to the next day on which the U.S. Postal
15 Service is open. The Response Deadline for any Class Member who is re-mailed a Notice by the
16 Settlement Administrator in accordance with the Notice Procedure shall be the earlier of (1) 45
17 days from the date the Notice Package is re-mailed or (2) a date which is 30 days prior to the final
18 approval hearing. If the Settlement Administrator is unable to re-mail Notices with sufficient time
19 for a Class Member to comply with the preceding Response Deadline, the Settlement
20 Administrator shall notify Class Counsel and Defendant's Counsel and make a recommendation
21 whether or not the Response Deadline should be extended and by how many days. The parties
22 will then seek via a Stipulation and Order from this court to extend the Response Deadline and a
23 continuance of the date of the final approval hearing if necessary.

24 29. "Settlement" or "Settlement Agreement" means this Joint Stipulation of Class
25 Action Settlement and Release, which is made and entered into by and between Plaintiff, and on
26 behalf of all others similarly situated, and Defendant.

27 30. "Settlement Administrator" means Phoenix Settlement Administrators. The
28 Parties each represent that they do not have any financial interest in the Settlement Administrator

1 or otherwise have a relationship with the Settlement Administrator that could create a conflict of
2 interest.

3 31. "Settlement Administration Costs" means the cost payable from the Gross Fund
4 Value to the Settlement Administrator for administering this Settlement, including, but not
5 limited to, printing, distributing, and tracking documents for this Settlement, tax reporting,
6 distributing the portions of the Net Settlement Amount as provided for herein, and providing
7 necessary reports and declarations at the Parties' request. The Settlement Administration Costs
8 are estimated to be \$9,500. The Settlement Administration Costs shall be paid from the Gross
9 Fund Value, including, if necessary, any such costs in excess of the foregoing estimate
10 represented by the Settlement Administrator as being the amount of costs and fees necessary to
11 administer the Settlement. To the extent the actual costs of administration of the Settlement are
12 less than the amount anticipated by the Settlement Agreement, the remainder shall become part of
13 the Net Settlement Amount.

14 32. "Settlement Period," or "Class Period" means the period from March 28, 2014
15 through Preliminary Approval.

16 33. "Total Pay Periods" means the aggregate of all Class Member pay periods
17 worked during the Class Period. Defendant shall certify the number of pay periods that have
18 accrued for all Class Members during the Settlement Period. The Settlement Administrator shall
19 use the hire and termination dates for each Class Member, as well as any dispute(s) from Class
20 Members, to verify the number of workweeks certified by Defendant.

21 **TERMS OF AGREEMENT**

22 Plaintiff, on behalf of himself and Class Members, and Defendant all agree as follows:

23 **Defendant's Primary Obligations under the Settlement Agreement**

24 34. **Funding the Gross Fund Value.** Within 30 calendar days of the Effective Date,
25 Defendant shall wire to the Settlement Administrator the Gross Fund Value.

26 **Payments to Be Taken From the Gross Fund Value:**

27 Payments to be taken from the Gross Fund Value shall be distributed as follows:

1 35. Payment of Class Counsel Award. Defendant agrees not to oppose or impede any
2 application or motion by Class Counsel for a Class Counsel Award of \$63,333.33 in attorneys'
3 fees, and actual costs incurred of up to \$25,000, which amount shall include any and all costs and
4 expenses associated with Class Counsel's litigation and settlement of the Action. The Settlement
5 Administrator shall release to Class Counsel their Court approved Class Counsel Award from the
6 monies collected from Defendant within 15 calendar days of payment by Defendant. Class
7 Counsel shall be solely and legally responsible to pay all applicable taxes on the payments made
8 pursuant to this paragraph. The appropriate 1099 tax forms shall be provided by the Settlement
9 Administrator to Class Counsel for the payments made pursuant to this paragraph.

10 36. Class Representative Incentive Award. In recognition of his effort, work, stigma
11 and risk in prosecuting the Action on behalf of Class Members, and in exchange for an individual
12 general release, Defendant agrees not to oppose or impede any application or motion by Plaintiff
13 for a Class Representative Incentive Award of \$10,000, subject to Court approval and the Court
14 finally approving this Settlement Agreement. The Class Representative Incentive Award shall be
15 in addition to the Plaintiff's Individual Settlement Payments paid pursuant to the Settlement. The
16 Settlement Administrator shall release to Plaintiff his Court approved Class Representative
17 Incentive Award the monies collected from Defendant within 15 calendar days of payment by
18 Defendant. Plaintiff shall be solely and legally responsible to pay any and all applicable taxes on
19 their Class Representative Incentive Award. The Settlement Administrator shall issue to Plaintiff
20 the appropriate 1099 tax form(s) for the Class Representative Incentive Award.

21 37. PAGA Payment and Notification of LWDA of PAGA Claims and Settlement. The
22 Settlement Administrator shall distribute 75% of the Court approved PAGA Payment by paying
23 the LWDA a payment of \$18,750, and 25% of the PAGA Payment to all Class Members based on
24 the number of pay periods worked by each Class Member. Specifically, the total number of pay
25 periods worked by Class Members at any time from March 28, 2014, through the date of
26 preliminary approval will be added up. Then, each Class Member's pay periods worked shall be
27 divided by the total number of pay periods worked by all Class Members and multiplied against
28 \$6,250 to reach the PAGA Payment paid to each Class Member on a equal basis, i.e., \$6,250

1 ~~divided by the total number of Class Members with each Class Member receiving an equal share.~~

2 The Settlement Administrator shall distribute the PAGA Payments to Class Members regardless
3 of whether they opt-out or not. The Settlement Administrator shall release to the LWDA their
4 share of the Court approved PAGA payment from the monies collected from Defendant within 15
5 calendar days of payment by Defendant.

6 38. Settlement Administration Costs. The Settlement Administration Costs are
7 currently estimated to be \$9,500. These costs shall include the cost of notifying the Class of the
8 settlement, distributing the required periodic payments to the Class and to Plaintiffs, Class
9 Counsel, and the LWDA, required tax reporting and payment to the taxing authorities on the
10 Individual Settlement Payments, the issuing of 1099 and W-2 IRS Forms, providing weekly
11 reports on the disputes, opt-outs and/or objections received and forwarding those correspondences
12 to the Parties' counsel immediately upon receipt, and providing necessary declarations and/or
13 reports for filing with the Court. The Settlement Administrator shall pay itself its actual expenses
14 as provided for in this Agreement and approved by the Court, from the monies collected from
15 Defendant.

16 39. Net Settlement Amount. After deducting the Class Counsel Award, Class
17 Representative Incentive Award, all Settlement Administration Costs, and PAGA Payment from
18 the Gross Fund Value, the remaining Net Settlement Amount (after deduction of standard
19 employee payroll taxes) shall be awarded to all Class Members who do not file a Request for
20 Exclusion as provided in the Settlement, using the methodology set forth in paragraph 40 below.

21 40. Calculation of Individual Settlement Payments. Using the Class List and more
22 specifically, the dates of active employment provided by Defendant in the Class List, the
23 Settlement Administrator will calculate the total Compensable Pay Periods for all Class Members.
24 The respective Compensable Pay Periods for each Class Member will be divided by the total
25 Compensable Pay Periods for all Class Members, resulting in the Payment Ratio for each
26 Settlement Class Member. Each Settlement Class Member's Payment Ratio will then be
27 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated
28 Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any

1 legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) for each Class
2 Member. As set forth in Section 21 above, Class Members will also receive a PAGA Payment
3 regardless of whether they opt-out, pursuant to the formula set forth in Section 21. The PAGA
4 Payments and Individual Settlement Payments will be paid to Class Members as separate
5 negotiable checks, issued by the Settlement Administrator.

6 41. Voided Individual Settlement PaymentSettlement Checks. Any checks issued by
7 the Settlement Administrator to Participating Class Members for the Individual Settlement
8 Payments shall be negotiable for 180 days. ~~Those funds represented by Settlement~~
9 ~~checksIndividual Settlement Payments~~ returned as undeliverable ~~or and those Settlement checks~~
10 remaining un-cashed for more than 180 days after issuance (collectively, “Voided Settlement
11 Individual Settlement Payment Checks”) shall be distributed by the Settlement Administrator to
12 *cy pres* recipient Legal Aid at Work. Those ~~Settlement-Participating~~ Class Members who fail to
13 timely cash their checks will be deemed to have waived any right in or claim to their portion of
14 the Settlement Funds, but the Agreement nevertheless will be binding upon them. By virtue of
15 the Court’s approval of this Agreement, its terms shall control over any principles of escheat or
16 provisions of unclaimed property law. In no circumstance will any of the Settlement Fund be
17 retained by or revert to Defendant.

18 ~~41-42.~~ Voided PAGA Payment Checks. Any checks issued by the Settlement
19 Administrator to Class Members for the PAGA Payments shall be negotiable for 180 days.
20 PAGA Payments returned as undeliverable or remaining un-cashed for more than 180 days after
21 issuance (collectively, “Voided PAGA Payment Checks”) shall be distributed by the Settlement
22 Administrator to Any monies from uncashed PAGA Payment checks will be distributed to the
23 LWDA.

24 Tax Treatments, Liabilities and Disclaimers

25 ~~42-43.~~ Tax Treatment of Individual Settlement Payments. All Individual Settlement
26 Payments will be allocated as follows: 10% to settlement of wage claims, 10% to settlement
27 interest, and 80% to settlement penalties. The portion allocated to wages shall be reported on an
28 IRS Form W-2 and the portion allocated to interest and penalties shall be reported on an IRS

Formatted: (none)

1 Form-1099 issued by the Settlement Administrator. The Settlement Administrator shall deduct
2 the standard employee's share of payroll taxes for the portion of the Individual Settlement
3 Payments allocated to wages from the Individual Settlement Payments and remit such payroll
4 taxes to the taxing authorities.

5 ~~43.44.~~ Defendant's Portion of Payroll Taxes. Subject to the approval of the Court,
6 Defendant shall separately pay the employer contributions of all federal, state, and local taxes
7 (including, but not limited to, FICA, FUTA, and SDI).

8 ~~44.45.~~ Tax Liability (Defendant and Class Counsel Disclaimers). Circular 230
9 Disclaimer. Defendant and Class Counsel make no representations as to the tax treatment or legal
10 effect of the payments called for hereunder, and Participating Class Members are not relying on
11 any statement or representation by Defendant or Class Counsel in this regard.

12 EACH PARTY TO THIS AGREEMENT ACKNOWLEDGES AND AGREES THAT
13 EACH PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN,
14 INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE)
15 IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
16 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR
17 ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED
18 TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR
19 ADVISOR TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE
20 IMPOSED ON HIM, HER OR IT.

21 Participating Class Members understand and agree that Participating Class Members will
22 be solely responsible for the payment of any income taxes and penalties assessed on the payments
23 described herein and will hold Defendant and Class Counsel free and harmless from any claims
24 concerning the tax liability associated with any payments made to Participating Class Members
25 pursuant to this Settlement Agreement.

26 Notice & Administrative Execution Procedures

27 The Notice Procedures to notify all Class Members of the Settlement Agreement
28 provisions shall be managed and administered as follows:

1 45-46. Class List. Within 30 calendar days after Preliminary Approval, Defendant shall
2 provide the Class List to the Settlement Administrator in conformity with the definition,
3 substance, and format as previously indicated.

4 46-47. Notice by First-Class U.S. Mail. Within 30 days after receiving the Class List
5 from Defendant as provided herein, the Settlement Administrator shall send a Notice to all Class
6 Members via regular First-Class U.S. Mail, using the most current, known mailing addresses
7 identified in the Class List or the National Change of Address Database. Any second mailings
8 shall be no later than 15 days from the end of the initial Response Period, subject to paragraph 28
9 of this agreement. In addition, for all Class Members for whom Defendant has an email address,
10 the Settlement Administrator will also email the Class Notice to these Class Members.

11 47-48. Confirmation of Contact Information in the Class List. Prior to mailing, the
12 Settlement Administrator shall perform a search based on the National Change of Address
13 Database for information to update and correct for any known or identifiable address changes.
14 Any Notices returned to the Settlement Administrator as non-deliverable on or before the
15 Response Deadline shall be sent promptly via regular First-Class U.S. Mail to the forwarding
16 address affixed thereto and the Settlement Administrator shall indicate the date of such re-mailing
17 on the Notice. If no forwarding address is provided, the Settlement Administrator shall promptly
18 attempt to determine the correct address using a single skip-trace or other search using the name,
19 address and/or Social Security number of the Class Member involved, and shall then perform a
20 single re-mailing. If, after performing a skip-trace search, the Notice is still returned to the
21 Settlement Administrator as non-deliverable, that individual will be deemed a Class Member for
22 purposes of the Released Claims described herein, without any further effort of the Settlement
23 Administrator required.

24 48-49. Notices. All Class Members will receive a Notice. Each Notice will list:
25 (1) information regarding the nature of the Action, (2) a summary of the substance of the
26 Settlement, (3) the Class definition, (4) the formula for calculating Individual Settlement
27 Payments, (5) the deadlines by which the Class Member must postmark a Request for Exclusion,
28 file an objection to the Settlement with the Settlement Administrator or postmark disputes

1 regarding the amounts in the Individual Response Form, and (6) a description of the claims to be
2 released by all Class Members who do not submit timely and valid Requests for Exclusion.
3 Subject to the approval of the Court, the Notice shall be substantially in the form attached hereto
4 as **Exhibit “A.”**

5 ~~49-50.~~ Disputed Information on Notice. The Notice will list the number of pay periods
6 worked by the Class Member during the Class Period. If a Class Member disputes the
7 information listed in the Notice, the Class Member should produce evidence to the Settlement
8 Administrator substantiating factual information different from that appearing on the Notice. To
9 the extent any Class Member disputes the information listed on his or her Notice prior to the
10 Response Deadline, the Class Member may produce evidence to the Settlement Administrator
11 showing the correct employment dates or data that he or she contends should be shown in the
12 Notice. Defendant will provide employment records to the Settlement Administrator that reflect
13 that dates actually worked by each Class Member during the Class Period. Defendant’s records
14 will be presumed determinative, absent evidence to rebut those records, but the Settlement
15 Administrator shall evaluate the evidence submitted by the Class Member and make the final
16 decisions as to which dates and data should be applied within five calendar days of receiving the
17 dispute, which determination will be conclusive, final and binding. Defendant agrees to
18 diligently and in good faith resolve any Class Member dispute regarding the information listed in
19 the Notice. Class Members who failed to provide information in support of any dispute by the
20 Response Deadline, shall be foreclosed from contesting Defendants’ data.

21 ~~50-51.~~ No Requirement for a Claim Form. Class Members shall not be required to submit
22 a Claim Form to receive an Individual Settlement Payment.

23 ~~51-52.~~ Request for Exclusion Procedures. Any Class Member wishing to opt-out from
24 the Settlement Agreement must sign and postmark a written Request for Exclusion to the
25 Settlement Administrator not later than the Response Deadline. The Request for Exclusion must
26 (a) state the name, address, telephone number, and last four digits of the Social Security Number
27 of the Class Member requesting exclusion; (b) be signed by the Class Member; (c) be addressed
28 to the Settlement Administrator at the specified address indicated in the Notice; and (d) be post

1 marked on or before the appropriate deadline. The Notice shall provide these instructions to the
2 Class Members who wish to exclude themselves from the Class. The date of the postmark on the
3 return mailing envelope shall be the exclusive means to determine whether a Request for
4 Exclusion has been timely submitted. Class Members who submit Requests for Exclusion shall
5 not be entitled to file objections to the Settlement and any objections filed by a Class Member
6 who has excluded him or herself from the Settlement shall be disregarded by the Court. Class
7 Members who do not submit valid Requests for Exclusion shall be bound by all terms of the
8 Settlement Agreement, Release, and any Final Judgment entered by the Court if the Settlement is
9 granted final approval by it. The Parties agree not to encourage or discourage any Class Members
10 to exclude themselves or opt-out of the Settlement Agreement.

11 ~~52-53~~ 53. Defective Requests for Exclusion. If any Class Member submits a defective
12 Request for Exclusion postmarked before the Response Deadline, the Settlement Administrator
13 shall, in that case, send a Cure Letter to such Class Member, advising that the Request for
14 Exclusion is defective, stating the nature of the defect and that the defect must be cured to render
15 the Request for Exclusion valid. The Settlement Administrator must mail the Cure Letter within
16 five (5) business days of receiving the defective Request for Exclusion. The Cure Letter shall
17 state that the Class Member has ten (10) days from the date of the Cure Letter or the Response
18 Deadline, whichever date is later, to postmark a revised Request for Exclusion. If a Class
19 Member responds to a Cure Letter by resubmitting a defective Request for Exclusion, then the
20 Settlement Administrator shall have no further obligation to give notice of a need to cure.
21 Defective Requests for Exclusion will be considered invalid and, if received after the Response
22 Deadline, Class Members will have no right to cure them, except as provided for herein or by the
23 agreement of the Parties.

24 ~~53-54~~ 54. Objection Procedures. To object to the Settlement Agreement, a Class Member
25 must submit his or her objection to the Settlement Administrator by not later than the Response
26 Deadline. The Settlement Administrator shall immediately forward any objections received to the
27 Parties' counsel. Upon receipt of said objection, the Parties then shall be responsible for filing
28 the objection with the Court. The postmark date of the filing and service of the objection shall be

1 deemed the exclusive means for determining if the objection is timely. The objection must be
2 signed by the Class Member and provide the Class Member's name, most current address, most
3 current telephone number, the basis for each objection, the Class Member's dates of employment
4 with Defendant, and last four digits of Class Member's social security number. The Notice shall
5 provide these instructions about how to object to the Settlement. Class Members may also appear
6 at the Final Approval Hearing to object even if they do not submit a written objection. Class
7 Members who fail to make written objections in the manner specified above or appear at the Final
8 Approval Hearing shall be deemed to have waived any objections and shall be foreclosed from
9 making any future objection (whether by appeal or otherwise) to the Settlement Agreement.
10 Plaintiff and/or Defendants may file oppositions to any properly filed objections prior to the date
11 of the Final Approval Hearing. Class Members who have mailed timely and valid exclusion
12 letters shall not have the right to object to the Settlement and any such objections shall not be
13 considered by the Court. The Parties agree not to encourage or discourage any Class Members
14 to object to the Settlement Agreement.

15 54-55. Certification of Requests for Exclusion and Objections. All Requests for
16 Exclusion and Objections will be submitted to the Settlement Administrator, who shall then
17 certify jointly to Class Counsel, Defendant's Counsel, and the Court the total number of Class
18 Members who have submitted Requests for Exclusion and Objections and provide copies of same
19 to Counsel.

20 55-56. Notification Reports Regarding Requests for Exclusion and Objections. The
21 Settlement Administrator shall provide Defendant's Counsel and Class Counsel a weekly report
22 showing at a minimum: (i) the number of Class Members who have submitted timely, valid
23 Requests for Exclusion and/or Objections; (ii) whether any Class Member has submitted a
24 challenge to the employment dates identified in their Notice, or any other information contained
25 in the Notice; and (iii) statistics showing which disputes that have been resolved and which have
26 not been resolved. Additionally, the Settlement Administrator will provide to counsel for both
27 Parties any updated reports as needed or requested.

1 ~~56-57.~~ Resolution of Disputes Concerning Individual Settlement Payments. Should any
2 questions arise regarding the determination of eligibility for the amounts of any Individual
3 Settlement Payments under the terms of this Settlement Agreement that are not otherwise
4 resolved by the Settlement Administrator, counsel for the Parties shall meet and confer in an
5 attempt to reach an agreement. If Class Counsel and Defendant's Counsel cannot agree, the
6 Settlement Administrator shall then make the final determination, and that determination shall be
7 conclusive, final and binding.

8 ~~57-58.~~ Additional Administrative Duties of the Settlement Administrator. The Settlement
9 Administrator shall report Individual Settlement Payments to all required taxing and other
10 authorities, withhold the standard employee's share of payroll taxes from the wage portion of
11 each Individual Settlement Awards, pay all employer share of payroll taxes, and transmit these
12 amounts to the taxing authorities, and issue IRS Forms W-2 and 1099. Upon completion of
13 administration of the Settlement, the Settlement Administrator shall provide written certification
14 of such completion to the Court and counsel for all Parties.

15 ~~58-59.~~ Minimization of Administrative Costs. The Parties agree to cooperate in the
16 settlement administration process and to make all reasonable efforts to control and minimize the
17 costs and expenses incurred in administration of the Settlement Agreement.

18 Release of Claims

19 ~~59-60.~~ General Release of Claims by Plaintiff. Upon the Effective Date and in
20 consideration of the payment to Plaintiffs of the Class Representative Incentive Awards, Plaintiff
21 and his agents, attorneys, representative, heirs, successors, assigns, and each and all of them,
22 hereby release, acquit, and forever discharge Defendant, its parents, subsidiaries and affiliates,
23 and each of them, and their respective agents, general agents, insurers, reinsurers, payroll
24 companies, attorneys, representatives, owners, stockholders, policyholders, principals, partners,
25 employees, officers, directors, trustees, heirs, successors, predecessors, assigns, parent
26 corporations, subsidiaries, affiliated companies ("Released Parties"), and each and all of them, of
27 and from any and all obligations, debts, claims, liabilities, demands, and causes of action of every
28 kind, nature and description whatsoever, whether or not now known, suspected or claimed, which

1 they ever had, now have, or may hereafter acquire by reason of employment with Defendant,
2 accruing from the beginning of time until the date that the final approval of the Settlement is
3 granted, including all claims, known or unknown. The foregoing release shall be effective as a bar
4 to any and all claims of any character, nature or kind, known or unknown, suspected or
5 unsuspected specified herein. Plaintiff expressly waives any and all rights and benefits conferred
6 upon them by the provisions of Section 1542 of the California Civil Code or similar provisions of
7 applicable law which are as follows:

8 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
9 WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO
10 EXIST IN HIS OR HER FAVOR AT THE TIME OF
11 EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR
HER MUST HAVE MATERIALLY AFFECTED HIS OR HER
SETTLEMENT WITH THE DEBTOR."

12 ~~60.61.~~ Release of Claims by Class Members. Upon the Effective Date and with the
13 exception of claims for the Private Attorneys' General Act predicated upon violations of Labor
14 Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that
15 accrued at any time from March 28, 2017, through the present, all Class Members who have not
16 filed timely, valid Requests for Exclusion shall release, waive and forfeit, and shall have been
17 deemed to have waived and forfeited, all Released Claims against the Released Parties, and each
18 of them.

19 ~~61.62.~~ Labor Code § 206.5 Inapplicable. It is acknowledged that this Settlement is made
20 with respect to disputed claims and each Class Member who has not opted out will be deemed to
21 have acknowledged and agreed that California Labor Code § 206.5 is not applicable. That section
22 provides:

23 "No employer shall require the execution of any release of any claim
24 or right on account of wages due, or to become due, or made as an
25 advance on wages to be earned, unless payment of such wages has
26 been made. Any release required or executed in violation of this
27 provision of this section shall be null and void as between the

1 employer and the employee and the violation of the provisions of this
2 section shall be a misdemeanor.”

3 Revocation or Nullification of Settlement Agreement

4 ~~62-63.~~ Revocation of Settlement Agreement: If Class Members representing an aggregate
5 total of 10% or more of the verified pay periods submit valid Requests for Exclusion by the
6 Response Deadline, then Defendant may, at its election and in its sole discretion, rescind the
7 Settlement. Defendant must exercise its right of rescission, in writing, to the Court and Class
8 Counsel, within 14 calendar days after the Settlement Administrator notifies the Parties of the
9 total number of Requests for Exclusion received by the Response Deadline. If Defendant
10 exercises its option to rescind the Settlement, all actions taken in furtherance of the Settlement
11 will be null and void. Further, if Defendant exercises its right of revocation pursuant to this
12 paragraph, Defendant shall pay the Settlement Administrator’s costs incurred up to the point of
13 revocation.

14 ~~63-64.~~ Nullification of Settlement Agreement. In the event: (i) the Court does not enter
15 the order of Preliminary Approval specified herein; (ii) the Court does not finally approve the
16 Settlement as provided herein; (iii) the Court does not enter the Final Judgment as provided
17 herein, which becomes final as a result of the occurrence of the Effective Date; or (iv) the
18 settlement does not become final for any other reasons, this Settlement Agreement shall be null
19 and void. In such a case, the Parties shall proceed in all respects as if this Settlement Agreement
20 had not been executed, except that any fees already incurred by the Settlement Administrator up
21 to the date that Defendant receives notice by the Court of any of the events (i) through (iv) shall
22 be paid equally by Plaintiff and Defendant and shall not be reimbursable.

23 Preliminary & Final Approval Hearings

24 ~~64-65.~~ Preliminary Approval Hearing. Plaintiff shall request a hearing before the Court to
25 request Preliminary Approval of the Settlement Agreement. At the Preliminary Approval
26 hearing, the Parties shall request the entry of a Preliminary Approval Order that: (i) conditionally
27 certifies the Class for settlement purposes only, (ii) preliminarily approves the proposed
28 Settlement Agreement, (iii) approves the Notice, and (iv) sets a date for a Final

1 Approval/Settlement Fairness Hearing. The Preliminary Approval Order shall provide for the
2 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
3 Approval hearing, Class Counsel shall submit this Settlement Agreement and all exhibits for
4 approval by the Court, and prepare, file and serve a motion for preliminary approval of same.

5 65-66. Final Settlement Approval Hearing and Entry of Final Judgment and Notice to the
6 Class. At least 90 after the initial Response Deadline, and with the Court's permission, a Final
7 Approval/Settlement Fairness Hearing shall be conducted to determine final approval of the
8 Settlement Agreement along with the amounts properly payable for (i) the Class Counsel Award,
9 (ii) the Class Representative Incentive Award, and (iii) the Settlement Administration Costs.
10 Class Counsel shall be responsible for preparing, filing and serving a motion for final approval of
11 the Settlement and for approval of the fees and various payments provided therein. Class Counsel
12 shall file and serve on Defendant a Notice of Entry of Judgment.

13 66-67. Permanent Injunction. Except as to Settlement Class Members who timely submit
14 Requests for Exclusion, the Final Judgment will contain provisions enjoining Plaintiffs and the
15 Class Members from prosecuting the claims released herein and enjoining Plaintiffs and the Class
16 Members from initiating or continuing other proceedings regarding the claims released herein,
17 including but not limited to filing any claims before the Division of Labor Standards and
18 Enforcement ("DLSE") or in any forum whatsoever. Inclusion of these provisions in the Final
19 Judgment and Order of Final Approval is a material part of the consideration for this Settlement.

20 67-68. Interim Stay of Proceedings. The Parties agree that the application of Code of
21 Civil Procedure § 583.310 is stayed from now through the date of entry Final Approval and
22 Judgment or the date upon which this Settlement Agreement becomes null and void.
23 Accordingly, pursuant to Code of Civil Procedure § 583.330, the Parties stipulate that the time
24 within which this action must be brought to trial is stayed. The Parties agree to refrain from
25 further litigation of this matter, except such proceedings necessary to implement and obtain an
26 Order granting Final Approval of the terms of the Settlement Agreement. The Parties further
27 agree that the mutual, voluntary cessation of litigation shall terminate if the motion for final
28 approval of the Settlement Agreement is denied by the Court.

1 Final Judgement Ratifying the Settlement Agreement

2 ~~68-69.~~ Final Judgment and Continued Jurisdiction. Upon final approval of the Settlement
3 by the Court, or after the Final Approval/Settlement Fairness Hearing, the Parties shall present the
4 Final Judgment to the Court for its approval. After entry of the Final Judgment, the Court shall
5 have continuing jurisdiction solely for purposes of addressing: (i) the interpretation and
6 enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such
7 post-Final Judgment matters as may be appropriate under Court rules or as set forth in this
8 Agreement.

9 Dispute Resolution Concerning the Terms of This Settlement Agreement

10 ~~69-70.~~ Dispute Resolution Involving Settlement Agreement. Except as provided herein,
11 all disputes concerning the interpretation, calculation or payment of settlement claims, or other
12 disputes regarding compliance with this Settlement Agreement shall be resolved as follows: if
13 Plaintiff or Class Counsel, on behalf of Plaintiff or any Class Member, or Defendant at any time
14 contend that the other party has breached or acted contrary to the Settlement Agreement, that
15 party shall notify the other party in writing of the alleged violation. Upon receiving notice of the
16 alleged violation or dispute, the responding party shall have ten (10) days to correct the alleged
17 violation and/or respond to the initiating party with the reasons why the party disputes all or part
18 of the allegation. If the response does not address the alleged violation to the initiating party's
19 satisfaction, the Parties shall negotiate in good faith for up to ten (10) days to resolve their
20 differences. If Class Counsel and Defendant are unable to resolve their differences within thirty
21 (30) days after the writing which notified them of the alleged violation, either Party may elect to
22 file (1) an appropriate Code of Civil Procedure § 664.6 motion for enforcement with the Court, or
23 (2) take any other legal action to enforce this Settlement Agreement. Reasonable attorney fees
24 and costs, as fixed by the Court, incurred to enforce this Settlement Agreement shall be awarded
25 to the prevailing party.

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

~~74-72. Confidentiality.~~ Parties and their respective counsel agree that the terms of this Settlement (including, but not limited to, any settlement amounts), the negotiations leading to this Settlement, and all documents related to the Settlement, shall not be discussed with, publicized or promoted to the public, except as necessary in order to enforce its terms. However, Class Counsel can speak with class members and encourage them to send in any corrections of addresses, any contest regarding pay periods, and to answer questions.

~~73-74.~~ Amendment or Modification. This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and must be approved by this Court.

74-75. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement Agreement in order to effectuate its terms, and to execute any other documents that may be required to do the same. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions which may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

1 ~~75-76.~~ Binding on Successors and Assigns. This Settlement Agreement shall be binding
2 upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously
3 defined.

4 ~~76-77.~~ California Law Governs. All terms of this Settlement Agreement and Exhibits
5 hereto shall be governed by and interpreted according to the laws of the State of California.

6 ~~77-78.~~ Counterparts. This Settlement Agreement may be executed in one or more
7 counterparts and by facsimile and/or PDF signatures. All executed counterparts and each of them
8 shall be deemed to be one and the same instrument provided that counsel for the Parties shall
9 exchange among themselves original signed counterparts.

10 ~~78-79.~~ Jurisdiction of the Court. The Court shall retain jurisdiction with respect to the
11 interpretation, implementation and enforcement of the terms of this Settlement Agreement, and
12 all related orders and judgments. The Parties and their counsel likewise submit to the Court's
13 jurisdiction for purposes of interpreting, implementing, and enforcing the terms embodied in this
14 Settlement Agreement and all related orders and judgments.

15 ~~79-80.~~ Invalidity of Any Provision. Before declaring any provision of this Settlement
16 Agreement invalid, the Court shall first attempt to construe the provisions valid to the fullest
17 extent possible consistent with applicable precedents so as to define all provisions of this
18 Settlement Agreement valid and enforceable.

19 ~~80-81.~~ Waiver of Certain Appeals. The Parties agree to waive appeals and to stipulate to
20 class certification for purposes of this Settlement only; except, however, that Plaintiff or Class
21 Counsel may appeal any reduction of the Class Counsel Award or of Class Counsel
22 Representative Enhancement Payment below the amount provided for herein, and either Party
23 may appeal any Court order that materially alters the Settlement Agreement's terms which costs
24 will be borne solely by the appealing party.

25 ~~81-82.~~ Class Certification for Settlement Purposes Only. The Parties agree to stipulate to
26 class certification only for purposes of the Settlement. If, for any reason, the Settlement is not
27 approved, the stipulation to certification will be void. The Parties further agree that certification
28 for purposes of the Settlement is not an admission that class certification is proper under the

1 standard applied to contested certification motions and that this Settlement will not be admissible
2 in this or any other proceeding as evidence that (i) a class should be certified or (ii) Defendant is
3 liable to Plaintiffs or the Class Members.

4 ~~82-83.~~ No Admission of Liability. The Parties to the Action understand that the terms of
5 the Settlement Agreement do not in any way imply an admission of liability on the part of
6 Defendant, and that it is being agreed to as an efficient method and compromise in order to
7 resolve disputed claims. This Settlement Agreement may not be used in any proceeding and for
8 any purpose whatsoever as an admission of liability on behalf of Defendant.

9 ~~83-84.~~ All Terms Subject to Final Court Approval. All amounts and procedures described
10 in this Settlement Agreement herein shall be subject to final Court approval.

11 ~~84-85.~~ Execution of Necessary Documents. All Parties shall execute all documents
12 reasonably necessary to effectuate the terms of this Settlement Agreement.

13 ~~85-86.~~ Binding Agreement. The Parties intend that this Settlement shall be fully
14 enforceable and binding on all parties, and that it shall be admissible and subject to disclosure in
15 any proceeding to enforce its terms, notwithstanding any mediation confidentiality provisions that
16 otherwise might apply under federal or state law.

17 **SIGNATURES**

18 **READ CAREFULLY BEFORE SIGNING**

19
20 Dated: _____

PLAINTIFF:

21
22 _____
23 Plaintiff Francisco Carrasco
24

25
26 Dated: _____

DEFENDANT:
Vince, LLC

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

By: _____

Title: _____

Please print name of authorized signatory

APPROVED AS TO FORM

POLARIS LAW GROUP, LLP

Dated: _____

By: _____
William L. Marder, Esq.

HYUN LEGAL, APC

Dated: _____

By: _____
Dennis S. Hyun, Esq.

HANSON BRIDGETT LLP

Dated: _____

By: _____
Christopher A. Rheinheimer, Esq.

EXHIBIT “C”

NOTICE OF CLASS ACTION SETTLEMENT

If You Were Employed as a non-exempt hourly paid employee by Vince, LLC (“Defendant”) in the State of California, and you received a wage statement containing the line item “Retail OT .5X” between March 28, 2014 and [insert Preliminary Approval Date], then you will be entitled to get money from a Class Action Settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is [insert date].
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is [insert date].

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement? Page 2
3. How Much Can I Expect to Receive?.....Page 3
4. What Is the Case About? Page 3
5. Why Did Defendant Join in This Notice?..... Page 3
6. Who Is the Plaintiff in This Class Action? Page 4
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are my Rights? How Will My Rights Be Affected? Page 4
9. How Will Attorneys for the Class and Others Be Paid?.....Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Settlement Period, which is between March 28, 2014 and [insert the preliminary approval date].

This Notice tells you of your rights to share in the Settlement. There was a hearing on May 28, 2019, at 9:00 a.m. in the Alameda Superior Court, State of California. Judge Markman determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Markman also ordered that you receive this Notice.

“Class Members” includes all persons employed as non-exempt hourly paid employees in any of Defendant’s facilities located in the State of California and who received a wage statement containing the line item “Retail OT .5X” during the Settlement Period (defined as March 28, 2014 through [insert Preliminary Approval date]).

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 16 of the Alameda Superior Court located at 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Vince have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiff Francisco Carrasco filed a class action Complaint against Vince, LLC on March 28, 2014, in Alameda County Superior Court, Case Number RG-18898840. Plaintiff alleges two main claims: (1) that Vince did not provide accurate wage statements which spelled out the overtime rate as 1.5x the base, or regular rate of pay; and (2) that Vince did not correctly calculate the overtime rate of pay when employees earned production bonuses and/or commissions. Based on these claims, Plaintiff’s complaint (“Action”) seeks recovery of damages, penalties, restitution, interest, and attorneys’ fees and costs, as well as injunctive relief. This Action is for 1) Violation of Cal. Labor Code § 226(a); 2) Violation of Cal. Labor Code §§ 510, 558, and 1194; 3) Violation of Cal. Labor Code § 2698, *et seq.*; and 4) Violation of Cal. Bus. & Prof. Code § 17200.

Vince, LLC denies the allegations raised in the Action and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory. Moreover, Vince provided evidence that it correctly calculated the overtime rate of pay.

Despite both Parties’ positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant

does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of One Hundred Ninety Thousand Dollars (\$190,000) (“Gross Fund Value”), which includes all settlement payments, attorneys’ fees and litigation costs and expenses, costs of administering the Settlement, the Class Representatives Incentive Awards, and payment to the Labor Workforce and Development Agency (“LWDA”).

After attorneys’ fees, costs, costs of administering the Settlement, the Class Representative Incentive Awards, payment to the Labor Workforce and Development Agency, what remains (the “Net Settlement Amount”) will be available to pay all Participating Class Members’ Individual Settlement Payments based on the number of Compensable Pay Periods they worked, which are the pay periods during which Class Members were employed by Defendant during the Settlement Period. The respective Compensable Pay Periods for each Class Member will be divided by the total Compensable Pay Periods for all Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) for each Class Member.

Each Participating Class Member will receive approximately \$ [redacted] for each Compensable Pay Period worked in the Settlement Period. Defendant’s records indicate that you were employed from [start date] to [end date] and worked [redacted] Compensable Pay Periods between March 28, 2014 and [insert preliminary approval date]. Based on this estimate and Defendant’s records, your estimated payment as a Class Member would be \$ [redacted].

Further, as part of the release of claims under the Private Attorneys’ General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint, you will receive \$****, which is your share of the Private Attorneys’ General Payment (“PAGA Payment”) of \$6,250. This amount was calculated by totaling the pay periods worked by all class members during the class period. Then, your pay periods were divided by the total pay periods worked by all class members and multiplied against \$6,250 to arrive at your PAGA Payment. Even if you opt-out as described below, you will receive your share of the PAGA Payment and you will be bound by the release of claims under the Private Attorneys’ General Act.

If you dispute the assessment of your dates of employment **or the number of Compensable Pay Periods you worked as set forth above**, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before [redacted]. You should submit to the Settlement Administrator documentation to support your dates of employment and/or the number of Compensable Pay Periods you believe you worked. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within five calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your dates of employment or the number of Compensable Pay Periods, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULAS SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR DATES OF EMPLOYMENT AND/OR COMPENSABLE PAY PERIOD INFORMATION LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [\[list claims administrator's website\]](#).

6. *Who Is the Plaintiff in This Class Action?*

Francisco Carrasco is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of other Class Members.

7. *Who Are the Attorneys Representing the Parties?**

Attorneys for Plaintiff & the Class are:
William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Attorneys for Defendant are:
Christopher A. Rheinheimer, Esq.
Jennifer M. Martinez, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

8. *What are my Rights? How will my Rights be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment and PAGA Payment. If you do not cash your check within 180 days, your Individual Settlement Payment will be sent to the nonprofit agency Legal Aid at Work and you will lose any right to that money. If you do not cash your PAGA Payment within 180 days, your money will be sent to the Labor Workforce and Development Agency and you will lose any right to that money.

This Notice of Settlement states your dates of employment with the Defendant, and the total number of Compensable Pay Periods you worked for Defendant during the Settlement Period. Your Individual Settlement Payment will be based on that number. If the information on this Notice is correct, then you do not need to take any further action to receive your Individual Settlement Payment.

If you believe the dates of your employment with Defendant and/or Compensable Pay Period information shown above is incorrect, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before [REDACTED]. You should submit to the Settlement Administrator documentation to support the number of Compensable Pay Periods you believe you worked during the Settlement Period. If there is a dispute about the Compensable Pay Periods you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. The Objection must be signed by you and include your full name, most current address, most current telephone number, dates of your employment with Defendant, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED]. Late Objections will not be considered.

If you wish, you may also appear at the Final Approval Hearing set for [REDACTED], at [REDACTED] a.m. in Dept. 16 of the Alameda Superior Court and discuss your objections with the Court and the Parties. Note, you can still appear at the Final Approval Hearing and object even if you did not submit a written objection. You are also advised that the Court will issue a tentative ruling the day before the Final Approval Hearing, which is available to the general public at <http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. A tentative ruling means just that, i.e., the way the Court is inclined to rule unless someone at the hearing can convince the Court otherwise. If you disagree with the Court's tentative ruling, you must notify the Court and the Parties' attorneys at

the contact information listed above and the Court's clerk by 4:00 p.m. on the court day before the Final Approval hearing.

The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than [REDACTED]. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. Please note, even if you exclude yourself, you will still be bound by the release of claims for the Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present, and you will still receive a share of the PAGA Payment referenced above. However, you will not be bound by the terms of the Settlement pertaining to the Class release and you will not receive a share of the Net Settlement Amount. Other than claims for violation of Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint you may pursue any valid claims you may have, at your own expense, against the Defendant.

Effect of the Settlement on Your Rights

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Vince, LLC, and their officers, directors, employees and agents from any and all applicable local, municipal, Federal and/or California claims arising from the primary facts alleged in this Action against Defendant and/or the Released Parties, including statutory, contractual or common law or other relief, based on the following categories of allegations: (a) all claims for violation of Labor Code §§ 510, 558, 1194, and 1197.1 based on the facts alleged in the operative Complaint that accrued during the Class Period; (b) all claims for violation of Labor Code § 226 based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present; (c) all claims for penalties under the California Private Attorneys' General Act predicated on the violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present; and (d) all claims for violation of Cal. Bus. & Prof. Code § 17200 based on the facts alleged in the operative Complaint that accrued during the Class Period. Even if you opt-out, you will still be releasing your claims under the California Private Attorneys' General Act predicated on the violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present.

9. *How Will the Attorneys for the Class and Others Be Paid?*

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Fund Value of \$190,000. The attorneys are seeking a fee of \$63,333.33 as well as reimbursement of their costs, up to \$25,000. Plaintiff is seeking an Incentive Award of \$10,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$9,500. The Labor Workforce and Development Agency (“LWDA”) will receive \$5,625 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Fund Value of \$190,000, with the remainder available for distributions to Participating Class Members. While the \$190,000 Gross Fund Value is fixed, the actual amounts awarded to Class Counsel, Mr. Carrasco, the LWDA, and the Settlement Administrator, and deducted from the Gross Fund Value, will be determined by the Court at the Final Approval Hearing.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Vince Settlement Administrator.

Vince Settlement Administrator
c/o Phoenix Settlement Administrators
[ADDRESS]
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement, including the operative complaint, may be accessed at (list claims administrator’s website). If your address has changed, please contact the Settlement Administrator.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.

EXHIBIT “D”

NOTICE OF CLASS ACTION SETTLEMENT

If You Were Employed as a non-exempt hourly paid employee by Vince, LLC (“Defendant”) in the State of California, and you received a wage statement containing the line item “Retail OT .5X” between March 28, 2014 and [insert Preliminary Approval Date], then you will be entitled to get money from a Class Action Settlement.

A Court approved this notice. This is not an advertisement.

You are not being sued. Your legal rights are affected whether you act or not.

PLEASE READ THIS NOTICE.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
INCLUDE THE FOLLOWING:	
DO NOTHING	You will receive a payment from the Settlement. No action is required for you to get your share of this Settlement.
EXCLUDE YOURSELF	<u>Get no payment.</u> This is the only option that allows you to file your own lawsuit against Defendant for the claims released in this Settlement. For information on how to exclude yourself, see page 5. The deadline to exclude is [insert date].
OBJECT	If you choose, you may object to this Settlement. The Court may or may not agree with your objection. Objecting to the Settlement will not exclude you from the Settlement. For information on how to object to the Settlement, see page 5. The deadline to object is [insert date].

WHAT IS IN THIS NOTICE

1. Why Should You Read This Notice?..... Page 1
2. What Is the Class Action Settlement? Page 2
3. How Much Can I Expect to Receive?.....Page 3
4. What Is the Case About? Page 3
5. Why Did Defendant Join in This Notice?..... Page 3
6. Who Is the Plaintiff in This Class Action? Page 4
7. Who Are the Attorneys Representing the Parties? Page 4
8. What Are my Rights? How Will My Rights Be Affected? Page 4
9. How Will Attorneys for the Class and Others Be Paid?.....Page 6

1. Why Should You Read This Notice?

You have received this Notice because records indicate that you are a Class Member of the settlement class settled in a class action, as defined below. The Settlement will resolve all class claims described below during the Settlement Period, which is between March 28, 2014 and [insert the preliminary approval date].

This Notice tells you of your rights to share in the Settlement. There was a hearing on May 28, 2019, at 9:00 a.m. in the Alameda Superior Court, State of California. Judge Markman determined only that there is sufficient evidence to suggest that the proposed settlement might be fair, adequate and reasonable and that a final determination of the issues will be made at the final approval hearing. Judge Markman also ordered that you receive this Notice.

“Class Members” includes all persons employed as non-exempt hourly paid employees in any of Defendant’s facilities located in the State of California and who received a wage statement containing the line item “Retail OT .5X” during the Settlement Period (defined as March 28, 2014 through [insert Preliminary Approval date]).

The Court will hold a Final Approval Hearing concerning the proposed Settlement on [date] at [time], in Department 16 of the Alameda Superior Court located at 1221 Oak Street, Oakland, CA 94612. The Final Approval Hearing may be continued to another date without further notice.

2. What is the Class Action Settlement?

A class action settlement is one where the named plaintiff and the company enter into an agreement to resolve claims on behalf of class members, which includes you. Here, Plaintiff and Vince have entered into such a class action settlement agreement. The Court must approve the terms of the Settlement described herein as fair, adequate, and reasonable to the Class Members. The Settlement will affect all Class Members. You may get money from the Class Action Settlement. This Notice will explain the terms of the Settlement and the amount of money you may receive under the Settlement.

3. What Is the Case About?

Plaintiff Francisco Carrasco filed a class action Complaint against Vince, LLC on March 28, 2014, in Alameda County Superior Court, Case Number RG-18898840. Plaintiff alleges two main claims: (1) that Vince did not provide accurate wage statements which spelled out the overtime rate as 1.5x the base, or regular rate of pay; and (2) that Vince did not correctly calculate the overtime rate of pay when employees earned production bonuses and/or commissions. Based on these claims, Plaintiff’s complaint (“Action”) seeks recovery of damages, penalties, restitution, interest, and attorneys’ fees and costs, as well as injunctive relief. This Action is for 1) Violation of Cal. Labor Code § 226(a); 2) Violation of Cal. Labor Code §§ 510, 558, and 1194; 3) Violation of Cal. Labor Code § 2698, *et seq.*; and 4) Violation of Cal. Bus. & Prof. Code § 17200.

Vince, LLC denies the allegations raised in the Action and strongly believes it has no liability for any of Plaintiff’s or Class Members’ claims under any statute, wage order, common law, or equitable theory. Moreover, Vince provided evidence that it correctly calculated the overtime rate of pay.

Despite both Parties’ positions and arguments, the Parties reached a Settlement subject to Court approval as represented in the Joint Stipulation of Class Action Settlement and Release (the “Settlement” or “Settlement Agreement”). Class Counsel believe that the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members. Likewise, Defendant decided that settlement is favorable because it avoids the time, risk, and expense of a lengthy lawsuit, and settlement immediately resolves, finally and completely, the pending and potential claims. Defendant

does not admit, concede or imply that they have done anything wrong or legally actionable by settling this lawsuit.

4. *How Much Can I Expect to Receive?*

Defendant will pay a total sum of One Hundred Ninety Thousand Dollars (\$190,000) (“Gross Fund Value”), which includes all settlement payments, attorneys’ fees and litigation costs and expenses, costs of administering the Settlement, the Class Representatives Incentive Awards, and payment to the Labor Workforce and Development Agency (“LWDA”).

After attorneys’ fees, costs, costs of administering the Settlement, the Class Representative Incentive Awards, payment to the Labor Workforce and Development Agency, what remains (the “Net Settlement Amount”) will be available to pay all Participating Class Members’ Individual Settlement Payments based on the number of Compensable Pay Periods they worked, which are the pay periods during which Class Members were employed by Defendant during the Settlement Period. The respective Compensable Pay Periods for each Class Member will be divided by the total Compensable Pay Periods for all Class Members, resulting in the Payment Ratio for each Settlement Class Member. Each Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member’s estimated Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.) for each Class Member.

Each Participating Class Member will receive approximately \$ [redacted] for each Compensable Pay Period worked in the Settlement Period. Defendant’s records indicate that you were employed from [start date] to [end date] and worked [redacted] Compensable Pay Periods between March 28, 2014 and [insert preliminary approval date]. Based on this estimate and Defendant’s records, your estimated payment as a Class Member would be \$ [redacted].

Further, as part of the release of claims under the Private Attorneys’ General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint, you will receive \$****, which is your share of the Private Attorneys’ General Payment (“PAGA Payment”) of \$6,250. This amount was calculated by totaling the pay periods worked by all class members during the class period. Then, your pay periods were divided by the total pay periods worked by all class members and multiplied against \$6,250 to arrive at your PAGA Payment. Even if you opt-out as described below, you will receive your share of the PAGA Payment and you will be bound by the release of claims under the Private Attorneys’ General Act.

If you dispute the assessment of your dates of employment **or the number of Compensable Pay Periods you worked as set forth above**, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before [redacted]. You should submit to the Settlement Administrator documentation to support your dates of employment and/or the number of Compensable Pay Periods you believe you worked. The Settlement Administrator's determination is conclusive, final and binding. The Settlement Administrator will make its determination within five calendar days of receiving your dispute. If you are still dissatisfied with the assessment of your dates of employment or the number of Compensable Pay Periods, you may choose to opt out of the settlement as set forth below, provided you do so prior to the Response Deadline.

NOTE: EVEN IF YOU DISPUTE THE AMOUNT OF YOUR INDIVIDUAL SETTLEMENT PAYMENT, YOU WILL STILL RECEIVE MONEY FROM THE SETTLEMENT, BUT THE AMOUNT MAY BE DIFFERENT FROM YOUR ESTIMATED PAYMENT LISTED ABOVE. YOU WILL RECEIVE MONEY FROM THE SETTLEMENT BASED ON THE FORMULAS SUMMARIZED ABOVE UNLESS YOU 1) DISPUTE YOUR DATES OF EMPLOYMENT AND/OR COMPENSABLE PAY PERIOD INFORMATION LISTED ABOVE, OR 2) OPT OUT OF THE SETTLEMENT.

It is also your responsibility to keep a current address on file with the Settlement Administrator to ensure receipt of your payment under the Settlement.

5. *Why Did Defendant Join in This Notice?*

Defendant does not admit any claim alleged in the lawsuit and denies that it owes money for any of the claims in this matter. Defendant is settling the lawsuit as a compromise. Defendant reserves the right to object to and defend themselves against any claim if, for any reason, the Settlement fails. The Settlement Administrator's website contains all documents submitted to the Court regarding this Settlement, and may be accessed at [\[list claims administrator's website\]](#).

6. *Who Is the Plaintiff in This Class Action?*

Francisco Carrasco is the Plaintiff and Class Representative in this class action lawsuit. He is acting on behalf of himself and on behalf of other Class Members.

7. *Who Are the Attorneys Representing the Parties?**

Attorneys for Plaintiff & the Class are:
William L. Marder, Cal Bar No. 170131
POLARIS LAW GROUP, LLP
501 San Benito Street, Suite 200
Hollister, California 95023
Telephone: 831.531.4214
Facsimile: 831.634.0333

Attorneys for Defendant are:
Christopher A. Rheinheimer, Esq.
Jennifer M. Martinez, Esq.
Hanson Bridgett LLP
425 Market Street, 26th Floor
San Francisco, CA 94105

Dennis S. Hyun (State Bar No. 224240)
HYUN LEGAL, APC
515 S. Figueroa St., Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile

*Please contact Plaintiff's attorneys should you have any questions regarding this settlement.

8. *What are my Rights? How will my Rights be Affected?*

Class Counsel, appointed and approved by the Court for Settlement only, will represent you.

Participating in the Settlement

Under the Settlement, you will **automatically** receive a settlement payment unless you opt out by following the opt-out procedure set forth below. Please be advised that you will have 180 days to cash your Individual Settlement Payment and PAGA Payment. If you do not cash your check within 180 days, your Individual Settlement Payment will be sent to the nonprofit agency Legal Aid at Work and you will lose any right to that money. If you do not cash your PAGA Payment within 180 days, your money will be sent to the Labor Workforce and Development Agency and you will lose any right to that money.

This Notice of Settlement states your dates of employment with the Defendant, and the total number of Compensable Pay Periods you worked for Defendant during the Settlement Period. Your Individual Settlement Payment will be based on that number. If the information on this Notice is correct, then you do not need to take any further action to receive your Individual Settlement Payment.

If you believe the dates of your employment with Defendant and/or Compensable Pay Period information shown above is incorrect, you must postmark a letter to the Settlement Administrator listed at the end of this Notice on or before [REDACTED]. You should submit to the Settlement Administrator documentation to support the number of Compensable Pay Periods you believe you worked during the Settlement Period. If there is a dispute about the Compensable Pay Periods you worked, the Settlement Administrator will review the records to resolve the dispute.

If you are a current employee of Defendant, your decision as to whether or not to participate in this Settlement will not affect or in any way impact your employment.

Objecting to the Settlement

If you wish to Object to the Settlement, you must submit your written Objection to the Settlement Administrator stating the basis of your objection to the Settlement. You may object to any of the terms in the agreement, including but not limited to the proposed attorneys' fees, Plaintiff's incentive awards, settlement administrator's payment, and Labor Workforce and Development Agency ("LWDA") payment. The Objection must be signed by you and include your full name, most current address, most current telephone number, dates of your employment with Defendant, and last four digits of your Social Security number. The Objection must be mailed to the Settlement Administrator (whose address is listed below) and must be postmarked no later than [REDACTED]. Late Objections will not be considered.

If you wish, you may also appear at the Final Approval Hearing set for [REDACTED], at [REDACTED] a.m. in Dept. 16 of the Alameda Superior Court and discuss your objections with the Court and the Parties. Note, you can still appear at the Final Approval Hearing and object even if you did not submit a written objection. You are also advised that the Court will issue a tentative ruling the day before the Final Approval Hearing, which is available to the general public at <http://www.alameda.courts.ca.gov/pages.aspx/domainweb>. A tentative ruling means just that, i.e., the way the Court is inclined to rule unless someone at the hearing can convince the Court otherwise. If you disagree with the Court's tentative ruling, you must notify the Court and the Parties' attorneys at

the contact information listed above and the Court's clerk by 4:00 p.m. on the court day before the Final Approval hearing.

The Final Approval Hearing may be continued to another date without further notice.

IF YOU OBJECT TO THE SETTLEMENT, YOU WILL STILL RECEIVE YOUR SHARE OF THE SETTLEMENT IF THE COURT APPROVES THE SETTLEMENT.

Opting Out of the Settlement

If you wish to be excluded from participating in the Settlement, you must mail a written Request for Exclusion to the Settlement Administrator at the address below requesting to be excluded from the Settlement. To be considered valid, your Request for Exclusion must be signed by you, and contain your name, address, telephone number, and the last four digits of your Social Security number. Your Request for Exclusion also must clearly indicate that you desire to be excluded from the Settlement. To be considered timely, your Request for Exclusion must be postmarked no later than [REDACTED]. Late Requests for Exclusion will not be considered.

If you timely mail a complete and valid Request for Exclusion, you will no longer be a member of the Settlement Class, and you will not be eligible to receive money under the Settlement or object to the terms of the Settlement. Please note, even if you exclude yourself, you will still be bound by the release of claims for the Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present, and you will still receive a share of the PAGA Payment referenced above. However, you will not be bound by the terms of the Settlement pertaining to the Class release and you will not receive a share of the Net Settlement Amount. Other than claims for violation of Private Attorneys' General Act predicated upon violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint you may pursue any valid claims you may have, at your own expense, against the Defendant.

Effect of the Settlement on Your Rights

If the proposed Settlement is approved by the Court, a Judgment will be entered by the Court as to the Class Action, which will essentially end the case.

If the Settlement is approved and you do not exclude yourself from the Settlement, you will receive compensation and will fully and finally release and discharge Vince, LLC, and their officers, directors, employees and agents from any and all applicable local, municipal, Federal and/or California claims arising from the primary facts alleged in this Action against Defendant and/or the Released Parties, including statutory, contractual or common law or other relief, based on the following categories of allegations: (a) all claims for violation of Labor Code §§ 510, 558, 1194, and 1197.1 based on the facts alleged in the operative Complaint that accrued during the Class Period; (b) all claims for violation of Labor Code § 226 based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present; (c) all claims for penalties under the California Private Attorneys' General Act predicated on the violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present; and (d) all claims for violation of Cal. Bus. & Prof. Code § 17200 based on the facts alleged in the operative Complaint that accrued during the Class Period. [Even if you opt-out, you will still be releasing your claims under the California Private Attorneys' General Act predicated on the violations of Labor Code §§ 226, 510, 558, and 1194, based on the facts as alleged in the operative Complaint that accrued at any time from March 28, 2017, through the present.](#)

9. *How Will the Attorneys for the Class and Others Be Paid?*

The attorneys for the Class Representative and the Settlement Class will be paid from the Gross Fund Value of \$190,000. The attorneys are seeking a fee of \$63,333.33 as well as reimbursement of their costs, up to \$25,000. Plaintiff is seeking an Incentive Award of \$10,000 from the Settlement for his services as the Class Representative. The Settlement Administrator estimates that the cost of administration will be \$9,500. The Labor Workforce and Development Agency (“LWDA”) will receive \$5,625 from the Settlement, which is allocated as required by California Labor Code § 2699. All of these amounts are to be deducted from the Gross Fund Value of \$190,000, with the remainder available for distributions to Participating Class Members. While the \$190,000 Gross Fund Value is fixed, the actual amounts awarded to Class Counsel, Mr. Carrasco, the LWDA, and the Settlement Administrator, and deducted from the Gross Fund Value, will be determined by the Court at the Final Approval Hearing.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS

You may call Class Counsel, Dennis S. Hyun (213-488-6555), or call the Settlement Administrator at the telephone number listed below, toll free. Please direct your call to the Vince Settlement Administrator.

Vince Settlement Administrator
c/o Phoenix Settlement Administrators
[ADDRESS]
[Toll Free Telephone Number]

All documents submitted to the Court regarding this Settlement, including the operative complaint, may be accessed at (list claims administrator’s website). If your address has changed, please contact the Settlement Administrator.

DO NOT TELEPHONE THE COURT FOR LEGAL ADVICE OR FOR INFORMATION ABOUT THIS SETTLEMENT.