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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

JAREL BROWN, an individual, on behalf
of himself and others similarly situated,

Plaintiff,

v.

SAKS & COMPANY, LLC a Delaware
Limited Liability Corporation, and DOES
1 thru 50, inclusive,

Defendants.

Case No. 2:17-cv-04210 (SJO)

HON. S. JAMES OTERO

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

Complaint Filed: June 6, 2017
FAC Filed: July 20, 2017
SAC Filed: December 22, 2017

1 IT IS HEREBY STIPULATED, by Plaintiff Jarel Brown, on behalf of himself and
2 each of the Class Members (defined below), on the one hand, and Defendant Saks &
3 Company, LLC, on the other hand, and subject to the approval of the Court, that the
4 above-captioned Action (defined below) is hereby compromised and settled pursuant to
5 the terms and conditions set forth below:

6 **1. DEFINITIONS.**

7 Unless otherwise defined, capitalized terms used in this Settlement Agreement
8 shall have the meanings set forth below:

9 1.1 “**Action**” means the class action litigation titled *Jarel Brown, an individual*
10 *on behalf of himself and others similarly situated, v. Saks & Company, LLC, a Delaware*
11 *Limited Liability Corporation, and DOES 1-50, inclusive*, pending in the United States
12 District Court for the Central District of California, Case No. 2:17-cv-04210 (SJO).

13 1.2 “**Claims**” means all claims for wages, benefits and related penalties actually
14 alleged or that could have been alleged in the Action by the Plaintiff, on behalf of
15 himself and the Class Members, based on the facts alleged in the Second Amended
16 Complaint, including but not limited to: (1) Failure to Pay Separately and Hourly for
17 Non-Productive Time (Labor Code §§ 1194; 1194.2); (2) Failure to Pay Overtime Under
18 Labor Code §§ 510, 1194, and 1199; (3) Failure to Pay Meal Period Premiums Pursuant
19 to Labor Code §§ 226.7 and 512; (4) Failure to Provide Paid Rest Periods and Pay Non-
20 Compliant Rest Period Premiums Pursuant to Labor Code § 226.7; IWC Wage Order 7-
21 2001; (5) Violations of Labor Code § 226; (6) Violation of Business & Professions Code
22 § 17200; (7) Violation of Labor Code sections 201-203; and (8) Penalties Pursuant to
23 Labor Code § 2699. “Claims” also includes all claims that Plaintiff and/or the Class
24 Members may have against the Released Parties relating to (i) the payment, taxation and
25 allocation of attorneys’ fees and costs to Class Counsel pursuant to this Settlement
26 Agreement and (ii) the payment, taxation and allocation of Plaintiff’s Service Award
27 pursuant to this Settlement Agreement.

1 1.3 “**Class**” or “**Class Members**” means all current and former non-exempt
2 employees who worked at a Saks Fifth Avenue retail store in the State of California at
3 any time during the Class Period who were paid pursuant to the alleged draw
4 commission plan by which Plaintiff was paid. The Class is estimated to include 530
5 individuals.

6 1.4 “**Class Counsel**” means Craig J. Ackermann and Sam Vahedi of
7 Ackermann & Tilajef, PC; David S. Winston of Winston Law Group, P.C.; and Jonathan
8 Melmed of Melmed Law Group P.C.

9 1.5 “**Class Counsel Costs Award**” means the expenses and costs incurred by
10 Class Counsel for Class Counsel’s litigation and resolution of this Action, as awarded by
11 the Court, which may not exceed Thirteen Thousand Three Hundred Dollars (\$13,300).

12 1.6 “**Class Counsel Fees Award**” means the attorneys’ fees for Class
13 Counsel’s litigation and resolution of this Action, as awarded by the Court, which may
14 not exceed 25% of the Total Settlement Amount.

15 1.7 “**Class Information**” means information regarding Class Members that
16 Defendant will compile in good faith from its records and provide to the Settlement
17 Administrator as a confidential document pursuant to the Stipulated Protective Order
18 signed by the Court on October 6, 2017 (Dkt. 28). Class Information shall be provided in
19 a confidential Microsoft Excel spreadsheet and shall include, for each Class Member:
20 full name, last known address, social security number and weeks of employment during
21 the Class Period as necessary. Because Class Members’ sensitive personal information is
22 included in the Class Information, the Settlement Administrator shall maintain the Class
23 Information securely and in confidence pursuant to the Protective Order in this case.
24 Access to such Class Information shall be limited to employees of the Settlement
25 Administrator with a need to use the Class Information for administration of the
26 Settlement. The Settlement Administrator will take all necessary measures to adequately
27 secure the information.

1 1.8 “**Class Period**” means the period from August 1, 2016 through and
2 including the Preliminary Approval Date.

3 1.9 “**Complete and General Release**” means an irrevocable and unconditional
4 release given only by the named Plaintiff, releasing the Released Parties from any and
5 all charges, complaints, claims, causes of action, debts, sums of money, controversies,
6 agreements, promises, damages and liabilities of any kind or nature whatsoever, both at
7 law and equity, known or unknown, suspected or unsuspected, arising from conduct
8 occurring on or before the date Plaintiff signs this Settlement Agreement, including but
9 not limited to a release of any and all rights Plaintiff has to sue or bring any type of
10 claim under (a) the California Civil Code, (b) the California Fair Employment and
11 Housing Act, (c) Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §
12 2000e *et. seq.*, (d) the Employment Act of 1967, (e) the Civil Rights Act of 1991, (f) the
13 Civil Rights Act of 1866 and 1870, (g) 42 U.S.C. § 1981, as amended, (h) Executive
14 Order 11246, (i) the Americans with Disabilities Act 42 U.S.C. § 12101, *et. seq.*, as
15 amended, (j) the Family and Medical Leave Act, as amended, (k) the Equal Pay Act of
16 1963, as amended, (l) the Immigration and Reform Control Act, as amended, (m) any
17 other state, federal, and local law, regulation and ordinance dealing with discrimination
18 in employment, disability, wrongful discharge, and retaliation for exercising any right or
19 participating or engaging in any activity, (n) the Occupational Safety and Health Act, as
20 amended, (o) the Sarbanes-Oxley Act of 2002, as amended, (p) the Employment
21 Retirement Income Security Act of 1974, as amended (except vested benefits), (q) the
22 Worker Adjustment and Benefit Protection Act of 1990, as amended, (r) the Worker
23 Adjustment and Retraining Notification Act, as amended, (s) for any federal, state or
24 common law claim or cause of action for breach of contract, wrongful discharge,
25 constructive discharge, retaliation, defamation, slander, liable, intentional or negligent
26 infliction of emotional distress, misrepresentation, fraud, promissory estoppel, any other
27 tort or negligence claim, or obligations arising out of any of Defendant’s employment
28 policies or practices, employee handbooks, and/or any statements by any employee or

1 agent of Defendant whether oral or written; and (t) for reinstatement, back pay, bonus,
2 attorneys' fees, compensatory damages, costs, front pay, any form of equitable or
3 declaratory relief, liquidated damages, emotional distress, personal injury, punitive
4 damages, pain and suffering, medical expenses, damage to reputation, damage for
5 personal, emotional or economic injury or damage of any kind, and all of the Claims
6 defined in Paragraph 1.2. This provision is intended by the Parties to be all
7 encompassing and to act as a full and total release of any claim, whether specifically
8 enumerated herein or not, that Plaintiff might have or have had, that exists or ever has
9 existed on or prior to the date this Settlement Agreement is signed. This release includes
10 a 1542 Waiver (defined below). The Parties understand and agree that the word "claims"
11 includes all actions, group actions (including any pending or future collective, class,
12 private attorney general or representative actions for which Plaintiff may otherwise
13 qualify as a putative class member or represented party), complaints and grievances that
14 could potentially be brought by Plaintiff against the Released Parties.

15 1.10 "**Court**" means the United States District Court for the Central District of
16 California.

17 1.11 "**Defendant**" means Saks & Company, LLC.

18 1.12 "**Defense Counsel**" or "**Counsel for Defendant**" means Julie A. Dunne
19 and Ruth N. Dapper of Littler Mendelson, P.C.

20 1.13 "**Effective Date**" means the date by which this Settlement is finally
21 approved as provided herein and the Court's Final Approval Order becomes binding. For
22 purposes of this Settlement Agreement, the Final Approval Order becomes binding upon
23 the later of: (1) the day after the last day by which a notice of appeal to the Ninth Circuit
24 Court of Appeal of the Final Approval Order and/or of an order rejecting any motion to
25 intervene may be timely filed, and none is filed; (2) if such an appeal is filed, and the
26 final approval order is affirmed, the day after the last date for filing a request for further
27 review of the Ninth Circuit's decision passes and no further review is requested; (3) if an
28 appeal is filed and further review of the Ninth Circuit's decision is requested, the day

1 after the request for review is denied with prejudice and/or no further review of the
2 decision can be requested, or (4) if review is accepted, the day after the United States
3 Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant
4 will not be obligated to fund this Settlement, until and unless there is no possibility of an
5 appeal or further appeal that could potentially prevent this Settlement Agreement from
6 becoming final and binding.

7 1.14 “**Final Approval Hearing**” means the hearing held to determine whether
8 the Court will enter a Final Approval Order finally approving this Settlement.

9 1.15 “**Final Approval Order**” means the Court’s entry of an Order finally
10 approving and granting final judgment of this Settlement substantially in the form
11 attached hereto as **Exhibit C**.

12 1.16 “**Individual Settlement Payment**” means the amount payable from the Net
13 Distribution Fund to each Class Member who does not exclude himself/herself from this
14 settlement, as calculated pursuant to Paragraph 3.9.4 herein.

15 1.17 “**Released Claims**” means the Claims that Class Members are fully
16 releasing in exchange for the consideration provided by this Settlement Agreement,
17 whether arising at law, in contract or in equity, and whether for economic or non-
18 economic damages, restitution, injunctive relief, penalties or liquidated damages as
19 specified in Paragraph 1.2 above and 3.6 below and including without limitation all
20 claims that were alleged or that could have been alleged based on the facts and Claims
21 stated in the Second Amended Complaint from August 1, 2016 through the Preliminary
22 Approval Date.

23 1.18 “**Net Distribution Fund**” means the Total Settlement Amount, less the
24 amount that the Court awards for: the California Labor & Workforce Development
25 Agency’s portion of the PAGA Award; Plaintiff’s Service Award; the Class Counsel
26 Fees Award; the Class Counsel Costs Award; and Settlement Administrator Costs. This
27 amount is estimated at \$435,800 (*i.e.*, The Total Settlement Amount of \$638,800 minus
28 the California Labor & Workforce Development Agency’s portion of the PAGA Award

1 (\$12,500), proposed Class Counsel Fees Award (\$159,700), proposed Class Counsel
2 Costs Award (\$13,300), proposed Service Award (\$7,000) and anticipated Settlement
3 Administration Costs (\$10,500).

4 1.19 “**Notice of Objection**” means a written request by a Class Member to
5 object to this Settlement, which must be completed and filed or mailed in the manner set
6 forth in this Settlement Agreement and the Notice of Settlement.

7 1.20 “**Notice of Settlement**” means the Notice of Class Action Settlement that
8 will be mailed to Class Members to apprise them of this Settlement substantially in the
9 form attached hereto as **Exhibit A**.

10 1.21 “**PAGA Award**” means the portion of the Total Settlement Amount that is
11 allocated to PAGA penalties, pursuant to California Labor Code section 2698 *et seq.*,
12 and as awarded by the Court. The PAGA Award may not exceed twelve thousand five
13 hundred dollars (\$12,500), of which seventy-five percent (75%) will be distributed to the
14 California Labor & Workforce Development Agency and twenty-five percent (25%) will
15 be distributed to Class Members as part of the Net Distribution Fund.

16 1.22 “**Parties**” means Plaintiff and Defendant and “**Party**” shall mean either
17 Plaintiff or Defendant.

18 1.23 “**Plaintiff**” means Jarel Brown.

19 1.24 “**Preliminary Approval**” or “**Preliminary Approval Date**” means the date
20 the Court enters the Preliminary Approval Order.

21 1.25 “**Preliminary Approval Order**” means the Court’s entry of an order
22 preliminarily approving this Settlement (substantially in the form attached hereto as
23 **Exhibit B**).

24 1.26 “**Released Parties**” means Defendant Saks & Company, LLC, its
25 subsidiaries and affiliates, employee benefit plans sponsored or maintained by any of the
26 foregoing, their attorneys, and their respective successors and predecessors in interest;
27 all of their respective officers, directors, employees, administrators, fiduciaries, trustees,
28 beneficiaries and agents; and each of their past, present and future officers, directors,

1 shareholders, members, employees, agents, principals, heirs, representatives,
2 accountants, auditors, consultants, insurers and reinsurers.

3 1.27 “**Request for Exclusion**” means a written request by a Class Member to
4 exclude himself/herself from the Settlement, which must be completed and mailed in the
5 manner set forth in this Settlement Agreement and the Notice of Settlement.

6 1.28 “**Response Deadline**” means the date sixty (60) calendar days after the
7 Settlement Administrator mails the Notice of Settlement to Class Members and the last
8 date on which Class Members may postmark and/or file, as applicable, Requests for
9 Exclusion or Notices of Objection to the Settlement.

10 1.29 “**Revised Compensation Plan**” means the revised pay plan that Saks will
11 issue to employees no later than March 1, 2018. Although Defendant denies Plaintiff’s
12 Claims, Defendant agrees to issue a Revised Compensation Plan going forward, which
13 confers a significant benefit on sales associates currently employed by Defendant and
14 those who will be employed by Defendant in the future.

15 1.30 “**Service Award**” means the amount that the Court awards to Plaintiff for
16 his efforts in assisting with the prosecution of the Action and as consideration for
17 executing this Settlement Agreement and releasing his claims against Defendant. The
18 Service Award will not exceed Seven Thousand Dollars (\$7,000).

19 1.31 “**Settlement**” or “**Settlement Agreement**” means the disposition of the
20 Action pursuant to this Joint Stipulation re: Class Action Settlement and Release.

21 1.32 “**Settlement Administration Costs**” means the costs incurred by the
22 Settlement Administrator and awarded by the Court from the Total Settlement Amount,
23 which may not exceed Fifteen-Thousand dollars (\$15,000).

24 1.33 “**Settlement Administrator**” means Simpluris, Inc.

25 1.34 “**Settlement Fund Account**” means the bank account established pursuant
26 to the terms of this Settlement Agreement, from which all monies payable under the
27 terms of this Settlement shall be paid, as set forth herein.

28

1 1.35 “**Second Amended Complaint**” means the operative complaint, filed by
2 Plaintiff on December 22, 2017 with leave of Court.

3 1.36 “**Total Settlement Amount**” means Six Hundred Forty Two Thousand,
4 Eight Hundred Dollars (\$638,800), which is the maximum amount that Defendant is
5 obligated to pay under this Settlement Agreement in order to settle this Action, subject
6 to the Court’s approval.

7 1.37 “**1542 Waiver**” means an express waiver, to the fullest extent permitted by
8 law, of the provisions, rights and benefits of Section 1542 of the California Civil Code,
9 or any other similar provision under federal or state law, which Section provides:

10 A general release does not extend to claims which the creditor does not
11 know or suspect to exist in his or her favor at the time of executing the
12 release, which if known by him or her must have materially affected his or
13 her settlement with the debtor.

14 **2. RECITALS.**

15 2.1 Procedural History. On June 6, 2016, Plaintiff Brown filed his Class Action
16 Complaint alleging causes of action on behalf of himself and a putative class of
17 similarly-situated sales associates against Defendant for: (1) Failure to pay separately
18 and hourly for non-productive time (Labor Code sections 1194 and 1194.2); (2) Failure
19 to pay overtime wages (Labor Code sections 510 and 1199); (3) Failure to pay the full
20 amount for meal period premiums (Labor Code sections 512 and 226.7); (4) Failure to
21 provide paid rest periods and pay non-compliant rest period premiums (Labor Code
22 sections 226.7 and IWC Wage Order 7-2001); (5) Violations of Labor Code § 226(a);
23 (6) Unfair competition in violation of Bus. & Prof. Code § 17200; and (7) Violations of
24 the Fair Credit Reporting Act, 15 U.S.C sections 1681b(B)(2)(A) and 1681n(A).

25 On July 20, 2017, after obtaining Court approval based on the Parties’ stipulation,
26 Plaintiff filed his First Amended Complaint adding a cause of action for derivative
27 PAGA penalties, pursuant to Labor Code section 2699, *et seq.*

28

1 On December 22, 2017, following the stipulation of the Parties and the Order
2 thereupon by this Court, Plaintiff filed a Second Amended Complaint, adding a claim for
3 failure to pay wages upon termination of employment pursuant to California Labor Code
4 section 203, and removing his claim for violation of the Fair Credit Reporting Act.

5 2.2 Significant Discovery & Investigation.

6 Prior to mediation, Plaintiff provided Defendant with written discovery responses
7 and Defendant took Plaintiff’s deposition. Similarly, Plaintiff served formal and
8 informal discovery and received voluminous information and documentation about *inter*
9 *alia*: Defendant’s compensation plan applicable to Plaintiff and other sales associates in
10 California; the number of current and former employees who worked during the relevant
11 time period and were paid pursuant to the same compensation plan as Plaintiff;
12 Defendant’s timekeeping, meal period and rest break policies; documents evidencing
13 Defendant’s communications, training materials, and procedures for managing payment
14 for all hours worked, meal periods and rest breaks; scheduling records; the total number
15 of shifts of 3.5 or more hours worked by employees paid pursuant to the same pay plan
16 as Plaintiff; the total number of wage statements issued to employees paid pursuant to
17 the same pay plan as Plaintiff for the relevant time period and other relevant information,
18 including Plaintiff’s personnel file and confirmation that Defendant had, in fact, never
19 run a credit report on Plaintiff. Defendant also produced Plaintiff’s commission
20 summary reports. Moreover, Plaintiff deposed Defendant’s person most knowledgeable
21 regarding Saks’ meal period and rest period policies.

22 The Parties believe this Settlement is a fair, adequate and reasonable Settlement of
23 this Class Action and have arrived at this Settlement after lengthy, extensive arms-length
24 negotiations, facilitated by an experienced wage and hour class action mediator, taking
25 into account all relevant factors, present and potential. This Settlement Agreement shall
26 not be construed in favor of or against any of the Parties by reason of their participation
27 in the drafting of this Settlement Agreement.

1 2.3 Mediation.

2 On October 23, 2017, the Parties participated in an all-day mediation with
3 mediator Scott Markus in San Diego. Although the Parties did not then resolve the case,
4 they made significant progress and believed that a compromise was within reach.
5 Accordingly, per the Court’s earlier suggestion from the bench at the initial scheduling
6 conference, the Parties jointly requested to continue Plaintiff’s class certification filing
7 deadline, and they submitted in support a declaration from the mediator confirming that
8 the parties could likely close their remaining gaps in the coming weeks. The Court
9 granted this joint request and extended the deadline for Plaintiff to file a motion for class
10 certification and/or for preliminary approval of a class action settlement until January 15,
11 2018. *See* Docket No. 30.

12 The Parties then continued their direct negotiations for several weeks through
13 various phone calls and emails between counsel. On or around December 4, 2017, the
14 Parties successfully resolved all remaining issues.

15 2.4 Benefits Of Settlement To Class Members.

16 Plaintiff and Class Counsel recognize the expense and length of continued
17 proceedings necessary to litigate their disputes through trial and any possible appeals.
18 Plaintiff has also taken into account the uncertainty and risk of the outcome of further
19 litigation, as well as the difficulties and delays inherent in such litigation. Plaintiff and
20 Class Counsel are likewise aware of the burdens of proof necessary to establish liability
21 for the Claims asserted in the Action, both generally and in response to Defendant’s
22 defenses thereto, and the difficulties in establishing damages for Class Members.
23 Plaintiff and Class Counsel have also taken into account Defendant’s agreement to enter
24 into a settlement that confers substantial relief upon Class Members. Based on the
25 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in
26 this Settlement Agreement is a fair, adequate and reasonable Settlement and is in the
27 best interests of Class Members.

1 2.5 Defendant’s Reasons For Settlement. Defendant has concluded that any
 2 further defense of this litigation would be protracted and expensive for all Parties.
 3 Substantial amounts of time, energy and resources of Defendant have been and, unless
 4 this Settlement is made, will continue to be devoted to the defense of the Claims asserted
 5 by Plaintiff on behalf of Class Members. Defendant has also taken into account the risks
 6 of further litigation in reaching its decision to enter into this Settlement. Although
 7 Defendant strongly disputes Plaintiff’s claims and contends it is not liable for any of the
 8 Claims alleged by Plaintiff in the Action, Defendant has nonetheless agreed to settle in
 9 the manner and upon the terms set forth in this Settlement Agreement to put to rest the
 10 Claims set forth in the Action and avoid further protracted litigation. Defendant agrees
 11 that the Settlement set forth in this Settlement Agreement is fair, adequate and
 12 reasonable.

13 2.6 Class Members’ Claims. Plaintiff, on behalf of the Class Members, has
 14 claimed and continues to claim that the Claims have merit and give rise to liability on
 15 the part of Defendant. This Settlement Agreement is a compromise of such disputed
 16 Claims.

17 2.7 Defendant’s Defenses. Defendant has claimed and continues to claim that
 18 the Claims have no merit and do not give rise to liability. Defendant specifically denies
 19 all of the allegations in the original, amended and/or operative complaints. Defendant
 20 further denies the allegations that Class Members were harmed by the conduct alleged in
 21 this Action. This Settlement Agreement is a compromise of such disputed Claims.
 22 Nothing contained in this Settlement Agreement and no documents referred to herein
 23 and no action taken to carry out this Settlement Agreement may be construed or used as
 24 an admission by or against Defendant or any of the Released Parties of any fault,
 25 wrongdoing or liability whatsoever.

26 **3. TERMS OF SETTLEMENT AGREEMENT.**

27 The Parties agree as follows:
 28

1 3.1 Class Certification. Solely for the purposes of this Settlement, the Parties
2 stipulate and agree that in order for this Settlement to occur, the Court must certify the
3 following class: all current and former non-exempt employees who worked at a Saks
4 Fifth Avenue retail store in the State of California at any time from August 1, 2016
5 through and including or the Preliminary Approval Date who were paid pursuant to the
6 alleged draw commission plan by which Plaintiff was paid.

7 3.2 Appointment Of Class Representative. Solely for the purposes of this
8 Settlement, the Parties stipulate and agree Plaintiff Jarel Brown shall be appointed as a
9 representative for the Class.

10 3.3 Appointment Of Class Counsel. Solely for the purposes of this Settlement,
11 the Parties stipulate and agree the law firms of Ackermann & Tilajef, PC; Winston Law
12 Group, P.C.; and Melmed Law Group, P.C. shall be appointed as Class Counsel for the
13 Class.

14 3.4 Appointment Of Settlement Administrator. Solely for the purposes of this
15 Settlement, the Parties stipulate and agree Simpluris, Inc. shall be retained to serve as
16 Settlement Administrator. The Settlement Administrator shall be responsible for
17 establishing a toll-free telephone number through which Class Members may make
18 inquiries about the Settlement and a website, which will have links to the Notice of
19 Settlement, the Settlement Agreement, motions for approval and for attorneys' fees, and
20 a Post Office Box for receipt of Class Member communications; preparing, printing and
21 mailing the Notice of Settlement (attached as **Exhibit A** hereto) to Class Members;
22 receiving and reviewing Objections and Requests for Exclusion, if any, submitted by
23 Class Members; calculating Individual Settlement Payments; calculating and paying any
24 and all payroll tax or other required withholdings from the wage portion of the
25 Individual Settlement Payments as required under this Settlement Agreement and
26 applicable law; providing weekly status reports to Defense and Class Counsel; providing
27 a due diligence declaration for submission to the Court prior to the Final Approval
28 Hearing; mailing Individual Settlement Payments to Class Members; paying the Service

1 Award, Class Counsel Fees Award and Class Counsel Costs Award; mailing the PAGA
2 Award to the California Labor & Workforce Development Agency; printing and
3 providing Class Members, Plaintiff and Class Counsel with IRS Forms W-2 and/or 1099
4 as required under this Settlement Agreement and applicable law; providing a due
5 diligence declaration for submission to the Court upon the completion of the Settlement;
6 and for such other tasks as the Parties mutually agree. The Settlement Administrator
7 shall keep the Parties timely apprised of the performance of all Settlement Administrator
8 responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax
9 documents required by administration of this Settlement Agreement shall be prepared by
10 the Settlement Administrator. Any expenses incurred in connection with such
11 preparation shall be a Settlement Administration Cost. The Parties agree to cooperate in
12 the Settlement administration process and to make all reasonable efforts to control and
13 minimize Settlement Administration Costs. The Parties each represent they do not have
14 any financial interest in the Settlement Administrator or otherwise have a relationship
15 with the Settlement Administrator that could create a conflict of interest.

16 3.5 Conditional Nature Of Stipulation For Certification. Solely for the purposes
17 of this Settlement, the Parties stipulate and agree to the certification of the Claims
18 asserted on behalf of Class Members. Should for whatever reason the Settlement not
19 become effective, the fact that the Parties were willing to stipulate to certification of the
20 Claims and Class as part of the Settlement shall have no bearing on, and shall not be
21 admissible in connection with, the issue of whether the Claims or Class should be
22 certified in a non-Settlement context in this Action or in any other lawsuit. Defendant
23 expressly reserves its right to oppose claim or class certification in this or any other
24 action should this Settlement not become effective.

25 3.6 Class Members' Release. As of the Effective Date, Class Members release
26 the Released Parties from the Released Claims. Class Members may discover facts in
27 addition to or different from those they now know or believe to be true with respect to
28 the subject matter of the Released Claims, but upon the Effective Date, shall be deemed

1 to have, and by operation of the Final Approval Order shall have, fully, finally, and
2 forever settled and released any and all of the Released Claims, whether known or
3 unknown, suspected or unsuspected, contingent or non-contingent, which now exist or
4 have existed, upon any theory of law or equity now existing, including but not limited to,
5 conduct that is negligent, intentional, with or without malice, or a breach of any duty,
6 law or rule, without regard to the subsequent discovery or existence of such different or
7 additional facts. Class Members agree not to sue or otherwise make a claim against any
8 of the Released Parties that is any way related to the Released Claims. It is the intent of
9 the Parties that the Final Approval Order entered by the Court shall have full *res*
10 *judicata* effect and be final and binding upon Class Members regarding the Released
11 Claims.

12 3.7 Plaintiff’s Complete And General Release. In consideration for the
13 promises and payments set forth in this Settlement Agreement, to which Plaintiff is
14 otherwise not entitled, Plaintiff agrees to provide a Complete and General Release and a
15 1542 Waiver to the Released Parties, which releases all claims and damages of every
16 kind and nature, actual or potential, known and unknown, which exist or could arise out
17 of Plaintiff’s employment, through and including the date of his execution of this
18 Settlement Agreement. Plaintiff may discover facts in addition to or different from those
19 they now know or believe to be true with respect to the subject matter of the Complete
20 and General Release, but upon the Effective Date, shall be deemed to have, and by
21 operation of the Final Approval Order shall have, fully, finally, and forever settled and
22 released any and all of the claims covered by the Complete and General Release,
23 whether known or unknown, suspected or unsuspected, contingent or non-contingent,
24 which now exist, or have existed, upon any theory of law or equity now existing,
25 including, but not limited to, conduct that is negligent, intentional, with or without
26 malice, or a breach of any duty, law or rule, without regard to the subsequent discovery
27 or existence of such different or additional facts.

1 3.7.1 No Pending Or Future Lawsuits By Plaintiff. Other than this
2 Action, Plaintiff represents that he does not have any pending lawsuits, administrative
3 complaints or charges against Defendant or the Released Parties in any local, state or
4 federal court or administrative agency. Plaintiff further acknowledges that all claims
5 raised therein, if any, shall be fully and finally extinguished by virtue of this Settlement
6 Agreement and the Court's Final Approval Order. Plaintiff further represents that he will
7 not bring any action in the future in which he seeks to recover any damages from
8 Defendant or the Released Parties relating to or arising from Plaintiff's employment up
9 to the date Plaintiff signs this Settlement Agreement, other than an action to enforce his
10 rights under this Settlement Agreement.

11 3.8 Settlement Approval And Implementation Procedures. As part of this
12 Settlement, the Parties agree to the following procedures for obtaining the Court's
13 Preliminary Approval of the Settlement, notifying Class Members of the Settlement,
14 obtaining the Court's Final Approval of the Settlement and processing Individual
15 Settlement Payments.

16 3.8.1 Preliminary Approval And Certification. As soon as practicable
17 after execution of this Settlement Agreement, Plaintiff will submit this Settlement
18 Agreement to the Court for Preliminary Approval. Plaintiff's submission will include
19 this Settlement Agreement, including **Exhibits A-C**, and any motions, memoranda and
20 evidence as may be necessary for the Court to determine that this Settlement Agreement
21 is fair, adequate and reasonable, as required by Rule 23 of the Federal Rules of Civil
22 Procedure.

23 3.8.2 Class Information. No more than twenty-one (21) calendar days
24 after entry of the Preliminary Approval Order, Defendant shall provide the Settlement
25 Administrator with the Class Information for purposes of mailing the Notice of
26 Settlement to Class Members.

27 3.8.3 Notice By First Class U.S. Mail. Upon receipt of the Class
28 Information, the Settlement Administrator will conduct a national change of address

1 search and a skip trace for the most current address of all former employee Class
2 Members and will update such Class Members' addresses as necessary. Twenty-One
3 (21) calendar days after receipt of the Class Information, the Settlement Administrator
4 shall mail the Notice of Settlement to all Class Members by First Class U.S. Mail,
5 exercising its best judgment to determine the most current mailing address for each
6 Class Member including but not limited to the use of skip tracing. The address identified
7 by the Settlement Administrator as the current mailing address shall be presumed to be
8 the best mailing address for each Class Member.

9 3.8.4 Undeliverable Notices. Any Notice of Settlement returned to the
10 Settlement Administrator as non-deliverable on or before a date twenty-one (21)
11 calendar days before the Response Deadline shall be re-mailed to the forwarding address
12 affixed thereto. If no forwarding address is provided, the Settlement Administrator shall
13 make reasonable efforts to obtain an updated mailing address. If an updated address is
14 received or identified, the Settlement Administrator shall resend the Notice of Settlement
15 to the Class Member within five (5) calendar days of the date of the return of the Notice
16 of Settlement. Class Members to whom the Notice of Settlement is resent, after having
17 been returned as non-deliverable to the Settlement Administrator, shall have until the
18 Response Deadline to mail the Request for Exclusion or mail and/or file the Notice of
19 Objection. If a Class Member's Notice of Settlement is returned to the Settlement
20 Administrator more than once as non-deliverable, then an additional Notice of
21 Settlement shall not be re-mailed. If, for any reason, a Notice of Settlement is non-
22 deliverable, the Settlement Administrator will not mail an Individual Settlement
23 Payment to a Class Member. Rather, the Settlement Administrator will hold the
24 Individual Settlement Payment for 121 days, at which time the funds shall be delivered
25 to the State of California Controller's Office, Unclaimed Property Fund, pursuant to
26 Paragraph 3.9.3.

27 3.8.5 Notice Satisfies Due Process. Compliance with the notice
28 procedures specified in this Settlement Agreement shall constitute due and sufficient

1 notice to Class Members of this Settlement and shall satisfy the requirements of due
2 process. Nothing else shall be required of, or done by, the Parties, Class Counsel or
3 Defense Counsel to provide notice of the proposed Settlement. In the event the
4 procedures in this Settlement Agreement are followed and the intended recipient of a
5 Notice of Settlement still does not receive the Notice, the intended recipient shall remain
6 a Class Member and will be bound by all terms of the Settlement and any Final
7 Approval Order entered by the Court if the Settlement becomes effective.

8 3.8.6 Requests For Exclusion (Opt-Outs). The Notice of Settlement shall
9 state that Class Members who wish to exclude themselves from the Settlement must
10 submit a written Request for Exclusion to the Settlement Administrator by the Response
11 Deadline. To be valid, the Request for Exclusion: (1) must contain the full name, address
12 and last four digits of the social security number of the person requesting exclusion; (2)
13 must be signed by the person requesting exclusion; and (3) must state in substance: “I
14 wish to exclude myself from the Settlement in *Brown v. Saks & Company, LLC.*,
15 pending in the United States District Court for the Central District of California, Case
16 No. 2:17-cv-04210 (SJO).” If the Request for Exclusion does not contain the information
17 listed in (1)-(3) or is not postmarked by the Response Deadline and returned to the
18 Settlement Administrator at the specified address, it will not be deemed a timely and
19 valid Request for Exclusion from the Class. The date of the postmark on the return
20 mailing envelope shall be the exclusive means used to determine whether a Request for
21 Exclusion has been timely submitted. Any Class Members who submit a timely and
22 valid Request for Exclusion from the Settlement will not be entitled to any monetary
23 recovery under the Settlement and will not be bound by the terms of the Settlement. Any
24 Class Member who submits a timely and valid Request for Exclusion will not have any
25 right to object, appeal or comment on the Settlement. Class Members who fail to submit
26 a timely and valid Request for Exclusion on or before the Response Deadline shall be
27 members of the Class and will be bound by all terms of the Settlement and the Final
28 Approval Order entered in this Action. No later than fourteen (14) calendar days after

1 the Response Deadline, the Settlement Administrator shall provide Defense Counsel
2 with a complete list of all Class Members who have submitted timely and valid Requests
3 for Exclusion, including their name and social security number. The Settlement
4 Administrator shall provide Class Counsel with a summary report that includes only the
5 number of Requests for Exclusion received by the Settlement Administrator.

6 3.8.7 Notices of Objections. The Notice of Settlement shall state that
7 Class Members who wish to object to the Settlement should submit a written Notice of
8 Objection to the Settlement Administrator by the Response Deadline. To be valid, the
9 Notice of Objection: (1) must contain the full name, address and last four digits of the
10 social security number of the Class Member; (2) must be signed by the Class Member;
11 (3) must state the case name and number, *Brown v. Saks & Company, LLC.*, pending in
12 the United States District Court for the Central District of California, Case No. 2:17-cv-
13 04210 (SJO), and (4) must state the basis for the objection and whether the Class
14 Member intends to appear at the Final Approval Hearing. If the Notice of Objection does
15 not contain the information listed in (1)-(4) or is not filed with the Court by the
16 Response Deadline, it will not be deemed a timely and valid Notice of Objection to this
17 Settlement. Class Members, whether having submitted a timely and valid Notice of
18 Objection or not, will have a right to appear at the Final Approval Hearing to have their
19 objections heard by the Court. However, the Court may, in its discretion, decline to hear
20 any objections for which a timely and valid Notice of Objection was not submitted.

21 3.8.8 Dispute Procedure. Class Members may dispute their weeks worked
22 if they believe they worked more weeks in the Class Period than Defendant's records
23 show by submitting information to the Settlement Administrator no later than the
24 Response Deadline. The Settlement Administrator will jointly work with the Parties to
25 resolve the dispute in good faith. Defendant's records will be presumed determinative,
26 unless the Class Member produces payment stubs, wage statements or other documents
27 which conflict with Defendant's records. If the Parties cannot agree over the workweeks
28

1 to be credited, the Settlement Administrator shall make the final decision based on the
2 information presented by the Class Member and Defendant.

3 3.8.9 No Solicitation Of Exclusions Or Objections. The Parties agree to
4 use their best efforts to carry out the terms of this Settlement. At no time shall any of the
5 Parties or their counsel seek to solicit or otherwise encourage Class Members to submit a
6 Notice of Objection to or Request for Exclusion from the Settlement or to appeal from
7 the Court's Final Approval Order. Class Counsel shall not represent Class Members with
8 respect to any objections or appeals to this Settlement.

9 3.8.10 Settlement Administrator Declaration In Support Of Final
10 Approval. No fewer than thirty (30) calendar days prior to the Final Approval Hearing,
11 the Settlement Administrator shall provide the Parties with a statement detailing the
12 actions taken by the Settlement Administrator to administer the Settlement to date, along
13 with all incurred and anticipated Settlement Administration Costs.

14 3.8.11 Final Approval Hearing. No earlier than sixty (60) calendar days
15 after the Response Deadline, the Court shall hold the Final Approval Hearing, where
16 objections, if any, may be heard and the Court shall determine whether the Settlement
17 should be finally approved, and if so, the amounts payable for: (1) Individual Settlement
18 Payments; (2) the PAGA Award; (3) Plaintiff's Service Award; (4) the Class Counsel
19 Fees Award; (5) the Class Counsel Costs Award; and (6) Settlement Administration
20 Costs.

21 3.8.12 Entry Of Final Approval Order. If the Court approves this
22 Settlement at the Final Approval Hearing, the Parties shall request that the Court enter a
23 Final Approval Order, substantially in the form of **Exhibit C**. After thus granting final
24 approval of the Settlement and entering judgment, the Court shall retain jurisdiction over
25 the Parties to enforce and implement the terms of the judgment.

26 3.9 Funding And Allocation Of Settlement.

27 3.9.1 Settlement Accounting. No more than seven (7) calendar days after
28 the Effective Date, the Settlement Administrator will provide the Parties with an

1 accounting of all anticipated payments from the Settlement Fund Account, including: (1)
2 Individual Settlement Payments and employer-side taxes thereon; (2) the PAGA Award;
3 (3) Plaintiff's Service Award; (4) the Class Counsel Fees Award; (5) the Class Counsel
4 Costs Award; and (6) Settlement Administration Costs, all as specified in this Settlement
5 Agreement and approved by the Court.

6 3.9.2 Funding The Settlement. Within fifteen (15) calendar days
7 following the Effective Date of the Settlement, Defendant shall fund the Settlement by
8 providing the Total Settlement Amount to the Settlement Administrator. The Settlement
9 Administrator shall deposit the funds in the Settlement Fund Account and will disburse
10 the funds in the manner and at the times set forth in this Settlement Agreement.

11 3.9.3 Individual Settlement Payments. Individual Settlement Payments
12 will be paid from the Net Distribution Fund and mailed by First Class U.S. Mail to Class
13 Members' last known mailing address within thirty (30) calendar days following the
14 Effective Date of the Settlement. The Parties agree that any checks returned to the
15 Settlement Administrator because the address is incorrect will be transmitted by the
16 Settlement Administrator to the State of California Controller's Office, Unclaimed
17 Property Fund, after 121 days from the date Individual Settlement Payments were
18 mailed.

19 3.9.4 Calculation Of Individual Settlement Payments. All Class Members
20 who do not submit a timely and valid Request for Exclusion will receive an Individual
21 Settlement Payment. The dollar value of each week will be calculated by dividing the
22 Net Distribution Fund by the total number of weeks worked by Class Members during
23 the Class Period (rounded up) to establish a weekly value. Each Class Member's
24 Individual Settlement Payment will then be determined by multiplying the total number
25 of weeks s/he worked during the Class Period (rounded up) by the dollar value of each
26 week.

27 3.9.5 Tax Treatment Of Individual Settlement Payments. Each
28 Individual Settlement Payment shall be allocated between taxable and non-taxable

1 consideration as follows: one third (1/3) will be allocated to alleged unpaid wages for
2 which an IRS Form W-2 will issue, one third (1/3) will be allocated to alleged penalties
3 for which an IRS Form 1099 will issue, and one third (1/3) will be allocated to alleged
4 interest for which an IRS Form 1099 will issue. The Settlement Administrator will be
5 responsible for calculating the employer- and employee-side taxes owed on the wage
6 portion of each Class Member's Individual Settlement Payment and paying these
7 amounts to the appropriate state and federal agencies, within the timing required by
8 applicable state and/or federal law. The Parties make no representations as to the tax
9 treatment or legal effect of the payments called for in this Settlement Agreement and
10 Class Members are not relying on any statement or representation by the Parties in this
11 regard. Class Members will be solely responsible for the payment of any taxes and
12 penalties assessed on the payments described herein.

13 3.9.6 PAGA Award. The PAGA Award shall be distributed within thirty
14 (30) calendar days after the Effective Date by the Settlement Administrator. Specifically,
15 within thirty (30) calendar days of the Effective Date, the Settlement Administrator shall
16 prepare and mail a check payable to the California Labor & Workforce Development
17 Agency for seventy-five percent (75%) of the PAGA Award. In the event that the Court
18 awards less than the full amount requested for the PAGA Award, the un-awarded
19 amount will be made available for distribution to Class Members as part of the Net
20 Distribution Fund.

21 3.9.7 Plaintiff's Service Award. Plaintiff shall apply for a Service Award
22 not to exceed Seven Thousand Dollars (\$7,000), as consideration for his Complete and
23 General Release of Claims and for his time and effort in prosecuting this matter. The
24 Service Award shall be paid to Plaintiff within thirty (30) calendar days following the
25 Effective Date of the Settlement. Plaintiff agrees to provide the Settlement Administrator
26 with an executed IRS Form W-9 before the Service Award is issued. The Settlement
27 Administrator shall issue an IRS Form 1099 to Plaintiff for his payment. Plaintiff shall
28 be solely and legally responsible for paying any and all applicable taxes on his Service

1 Award and shall hold Defendant harmless from any claim or liability for taxes, penalties,
2 or interest arising as a result of the Service Award. The Service Award shall be in
3 addition to Plaintiff's Individual Settlement Payment, which he shall receive as a Class
4 Member. In the event that the Court awards less than the full amount requested for the
5 Service Award, the un-awarded amount will be made available for distribution to Class
6 Members as part of the Net Distribution Fund.

7 3.9.8 Class Counsel Fees Award And Class Counsel Costs Award. Class
8 Counsel shall apply for a Class Counsel Fees Award not to exceed 25% of the Gross
9 Settlement Amount (i.e. \$159,700). Defendant further agrees not to oppose any
10 application by Class Counsel for a Class Counsel Costs Award not to exceed Thirteen
11 Thousand, Three Hundred Dollars (\$13,300). The Settlement Administrator shall pay the
12 Court-approved Class Counsel Fees Award and Class Counsel Costs Award within thirty
13 (30) calendar days following the Effective Date of the Settlement. Class Counsel agrees
14 to provide the Settlement Administrator with an executed IRS Form W-9 before the
15 Class Counsel Fees Award and Class Counsel Costs Award are issued. The Settlement
16 Administrator shall issue an IRS Form 1099 to Class Counsel for the payments made
17 pursuant to this Paragraph. In the event that the Court awards less than the full amount
18 requested for the Class Counsel Fees Award and Class Counsel Costs Award, the un-
19 awarded amount will be made available for distribution to Class Members as part of the
20 Net Distribution Fund. This Settlement is not contingent upon the Court awarding Class
21 Counsel any particular amount in attorneys' fees and costs.

22 3.9.9 Settlement Administration Costs. The Settlement Administrator
23 shall be paid Settlement Administration Costs from the Total Settlement Amount, in an
24 amount estimated to be ten-thousand five-hundred dollars (\$10,500), but not to exceed
25 fifteen-thousand dollars (\$15,000). The Settlement Administrator shall be paid
26 Settlement Administration Costs within forty-five (45) calendar days following the
27 Effective Date of the Settlement. In the event that the Court awards less than the full
28

1 amount set aside for Settlement Administration Costs, the un-awarded amount will be
2 made available for distribution to Class Members as part of the Net Distribution Fund.

3 3.10 No Effect On Employee Benefits. Amounts paid to Plaintiff or other Class
4 Members pursuant to this Settlement Agreement do not count as earnings or
5 compensation for purposes of any benefits (e.g., 401(k) plans or retirement plans)
6 sponsored by Defendant.

7 3.11 Nullification Of Settlement Agreement. In the event: (1) the Court does not
8 enter the Preliminary Approval Order as provided herein; (2) the Court does not enter a
9 Final Approval Order as provided herein; or (3) the Settlement does not become final for
10 any other reason, this Settlement Agreement shall be null and void and any order entered
11 by the Court in furtherance of this Settlement shall be treated as void from the
12 beginning. In such case, the Parties shall be returned to their respective statuses as of the
13 date and time immediately prior to the execution of this Settlement Agreement and the
14 Parties shall proceed in all respects as if this Settlement Agreement had not been
15 executed. In the event an appeal is filed from the Court's Final Approval Order or from
16 an order rejecting any motion to intervene under Rule 24 of the Federal Rules of Civil
17 Procedure, or any other appellate review is sought, Settlement administration shall be
18 stayed pending final resolution of the appeal and Defendant will not be required to fund
19 this Settlement until and unless the Effective Date is reached.

20 3.12 Exhibits And Headings. The terms of this Settlement Agreement include the
21 terms set forth in the **Exhibits A-C** attached, which are incorporated by this reference as
22 though fully set forth herein. All **Exhibits A-C** to this Settlement Agreement are an
23 integral part of the Settlement. The descriptive headings of any paragraphs or sections of
24 this Settlement Agreement are inserted for convenience only and do not constitute a part
25 of this Settlement Agreement.

26 3.13 Interim Stay Of Proceedings. The Parties agree to stay all proceedings in
27 the Action, except such proceedings necessary to implement and complete the
28 Settlement, pending the Final Approval Hearing to be conducted by the Court.

1 3.14 Amendment Or Modification. This Settlement Agreement may be amended
2 or modified only by a written instrument signed by Defense and Class Counsel or their
3 successors-in-interest.

4 3.15 Entire Agreement. This Settlement Agreement and the attached **Exhibits A-**
5 **C** constitute the entire agreement among the Parties, and no oral or written
6 representations, warranties or inducements have been made to any Party concerning this
7 Settlement Agreement or its **Exhibits A-C** other than the representations, warranties and
8 covenants contained and memorialized in the Settlement Agreement and its **Exhibits A-**
9 **C**.

10 3.16 Authorization To Enter Into Settlement Agreement. The person or persons
11 signing this Settlement Agreement on behalf of Defendant represents and warrants that
12 he/she/they are authorized to sign this Settlement Agreement on behalf of Defendant.
13 Plaintiff represents and warrants that he is authorized to sign this Settlement Agreement
14 and that he has not assigned any Claim covered by this Settlement to a third-party.
15 Plaintiff, by signing this Settlement Agreement, is bound by the terms herein and further
16 agrees not to submit any Request for Exclusion from or Notice of Objection to the
17 Settlement. Any such Request for Exclusion or Notice of Objection shall therefore be
18 void and of no force or effect.

19 3.17 Binding On Successors And Assigns. This Settlement Agreement shall be
20 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto,
21 as previously defined.

22 3.18 California Law Governs. All terms of this Settlement Agreement and the
23 **Exhibits A-C** hereto shall be governed by and interpreted according to the laws of the
24 State of California.

25 3.19 Publicity. Plaintiff and Class Counsel agree that they will not issue any
26 press releases, initiate any contact with the press, respond to any inquiry from the press
27 about this case, or otherwise publicize this Action, the facts of this Action, or the
28 outcome of the mediation or Settlement. With the exception of a general description of

1 the case and total settlement amount, with no party identifying information, Plaintiff and
2 Class Counsel also agree not to publish the terms of the settlement or any related
3 information on their website(s), for advertising purposes and/or in publication materials
4 generally available to the public. This provision shall not prevent Class Counsel from
5 referring to this Settlement in court-filed "adequacy of counsel" showings in other class
6 and representative actions.

7 3.20 Counterparts. Plaintiff, Class Counsel and Defendant may execute this
8 Settlement Agreement in counterparts, which shall have the same force and effect as if
9 each had signed the same instrument. Copies of the executed Settlement Agreement
10 shall be effective for all purposes as though the signatures contained therein were
11 original signatures.

12 Dated: _____

JAREL BROWN
PLAINTIFF

13
14
15 Dated: 1/15/18 _____

By: *Jessica Arnold*

[NAME] Jessica Arnold
[TITLE] Director, Senior Labor & Employment
SAKS & COMPANY, LLC Counsel

16
17
18 Approved as to form and content:

19 Dated: _____

CRAIG ACKERMANN
ACKERMANN & TILAJEF, PC
Attorneys for Plaintiff and the settlement Class

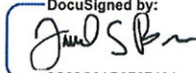
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22 Dated: _____

DAVID S. WINSTON
WINSTON LAW GROUP, P.C.
Attorneys for Plaintiff and the settlement Class

1 the case and total settlement amount, with no party identifying information, Plaintiff and
2 Class Counsel also agree not to publish the terms of the settlement or any related
3 information on their website(s), for advertising purposes and/or in publication materials
4 generally available to the public. This provision shall not prevent Class Counsel from
5 referring to this Settlement in court-filed "adequacy of counsel" showings in other class
6 and representative actions.

7 3.20 Counterparts. Plaintiff, Class Counsel and Defendant may execute this
8 Settlement Agreement in counterparts, which shall have the same force and effect as if
9 each had signed the same instrument. Copies of the executed Settlement Agreement
10 shall be effective for all purposes as though the signatures contained therein were
11 original signatures.

12 Dated: 1/15/2018 _____

DocuSigned by:

6C93C9AB872740A

JAREL BROWN
PLAINTIFF

13
14
15 Dated: _____

By: _____

[NAME]
[TITLE]
SAKS & COMPANY, LLC

16
17
18 Approved as to form and content:

19 Dated: 1/15/18 _____



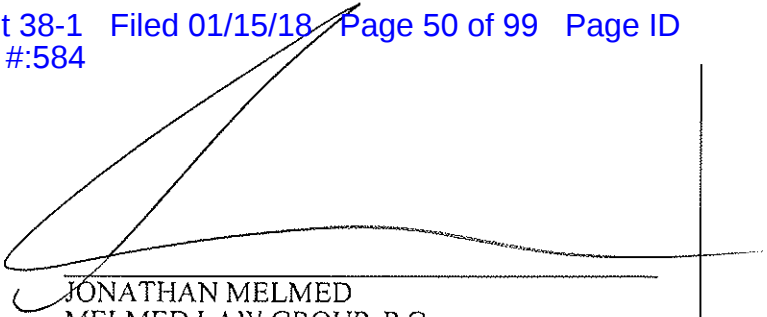
CRAIG ACKERMANN
ACKERMANN & TILAJEF, PC
Attorneys for Plaintiff and the settlement Class

20
21
22 Dated: 1/15/18 _____




DAVID S. WINSTON
WINSTON LAW GROUP, P.C.
Attorneys for Plaintiff and the settlement Class

1 Dated: 1/15/18


JONATHAN MELMED
MELMED LAW GROUP, P.C.
Attorneys for Plaintiff
JAREL BROWN

2
3
4
5
6 Dated: 1/15/18


JULIE A. DUNNE
LITTLER MENDELSON, P.C.
Attorneys for Defendant

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