



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Dec-01-2016 3:38 pm

Case Number: CGC-14-538900

Filing Date: Dec-01-2016 3:37

Filed by: FELICIA GREEN

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ORDER

NICK PEREZ VS. SAKS & COMPANY, AN UNKNOWN BUSINESS ENTITY et al

001C05654189

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LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203

1 Edwin Aiwazian (SBN 232943)
2 Arby Aiwazian (SBN 269827)
3 Joanna Ghosh (SBN 272479)
4 **LAWYERS for JUSTICE, PC**
5 410 West Arden Avenue, Suite 203
6 Glendale, California 91203
7 Tel: (818) 265-1020 / Fax: (818) 265-1021

8 V. Andre Sherman (SBN 198684)
9 **GIRARDI & KEESE**
10 1126 Wilshire Boulevard
11 Los Angeles, California 90017
12 Tel: (213) 977-0211 / Fax: (213) 481-1554

13 *Attorneys for Plaintiffs and the Class*

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN FRANCISCO**

NICK PEREZ; NINA SHIRAZI; individually,
and on behalf of other members of the general
public similarly situated, and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

SAKS & COMPANY, an unknown business
entity; and DOES 1 through 100, inclusive,

Defendants.

Case No. CGC-14-538900

Honorable Harold Kahn
Department 302

CLASS ACTION

**[PROPOSED] ORDER MODIFYING
SETTLEMENT ADMINISTRATION**

Complaint Filed: April 24, 2014
FAC Filed: July 29, 2016
Jury Trial Date: None Set

FILED
San Francisco County Superior Court

DEC 01 2016

CLERK OF THE COURT

BY: Shirley Sheen
Deputy Clerk

1 ~~PROPOSED~~ ORDER

2 Plaintiff Nick Perez's and Plaintiff Nina Shirazi's (together, "Plaintiffs") Unopposed Ex
3 Parte Application to Modify Settlement Administration came before the Honorable Harold Kahn
4 in Department 302 of the above-entitled court.

5 Having considered the papers and arguments presented and good cause appearing,

6 **IT IS HEREBY ORDERED THAT:**

- 7 1. Plaintiffs' *Ex Parte* Application is hereby granted in its entirety.
- 8 2. Within five (5) business days, Defendant shall provide Simpluris, Inc.
9 ("Simpluris"), with the Corrected Class Database Report.
- 10 3. Within ten (10) business days of Simpluris' receipt of the Corrected Class
11 Database Report, Simpluris shall update the mailing addresses of the Class Members by
12 reference to the National Change of Address database ("NCOA").
- 13 4. Within twelve (12) business days of Simpluris' receipt of the Corrected Class
14 Database Report, Simpluris shall mail the previously-approved Class Notice and Claim Form
15 (collectively "Previously-Approved Notice Packet"), in substantially the form that is attached
16 hereto as "**Exhibit A**" and "**Exhibit B**," which shall reflect the corrected information contained
17 in the Corrected Class Database Report, together with a postage pre-paid return envelope, to all
18 Class Members on the Corrected Class Database Report who, as of the date of this Order, were
19 not mailed any Notice Packet by Simpluris.
- 20 5. Within twelve (12) business days of Simpluris' receipt of the Corrected Class
21 Database Report, Simpluris shall mail the Corrected Class Notice and the Corrected Claim Form
22 (collectively "Corrected Notice Packet"), in substantially the form that is attached hereto as
23 "**Exhibit C**" and "**Exhibit D**", together with a postage pre-paid return envelope, to all Class
24 Members on the Corrected Class Database Report who, as of the date of this Order, have already
25 been mailed the Notice Packet that was previously approved by the Court.
- 26 6. Class Members shall have until the date that is seventy (70) calendar days from
27 the date that Simpluris mails their respective Corrected Class Notice or Previously-Approved
28 Notice Packet to submit a Claim Form or a Corrected Claim Form, a dispute regarding the

1 workweeks attributed to them, a Request for Exclusion, or an objection (“Adjusted Response
2 Deadline”).

3 7. No later than fourteen (14) business days prior to the Adjusted Response
4 Deadline, Defendant shall provide Class Counsel with a list of the last known telephone numbers
5 of all Class Members who are reflected on the Corrected Class Data Base Report who have not
6 submitted a Claim Form or opted out, so that Class Counsel may communicate with Class
7 Members about the Corrected Notice Packet and Court-approved Notice Packets and their
8 deadlines to respond. Such contact information is to be used solely to communicate about the
9 settlement of the above-entitled action, and for no other mailings or communications of any kind
10 at any time.

11 8. Within three (3) business days of Simpluris’ mailing of the Corrected Notice
12 Packets and the Previously-Approved Notice Packets, Defendant shall provide Class Members
13 with notice by e-mail, at their last known e-mail addresses, in substantially the form attached
14 hereto as “**Exhibit E.**”

15 9. The reminder postcards originally provided for by the Settlement Agreement shall
16 be mailed to Class Members based on the date on which Simpluris mails the Corrected Notice
17 Packets, and shall inform Class Members of the deadlines for submitting a Claim Form or a
18 Corrected Claim Form, a dispute regarding the workweeks stated in the Corrected Class Notice,
19 a Request for Exclusion, or an objection.

20 10. Those Class Members who, as of the date of this Order, have already submitted
21 Claim Forms, shall not be required to re-submit Claim Forms. Instead, all such Class Members
22 shall automatically be issued payment of their Settlement Awards, based on the Corrected Class
23 Database Report, if they do not submit valid and timely Requests for Exclusion by the Adjusted
24 Response Deadline.

25 11. Those Class Members who, as of the date of this Order, have already submitted
26 Requests for Exclusion, need not re-submit their Requests for Exclusion, however, they will be
27 mailed a Corrected Notice Packet and will have an opportunity to submit a Corrected Claim
28 Form, and if they do submit a timely Corrected Claim Form, their prior Requests for Exclusion

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shall be deemed rescinded and void.

12. Class Members shall be able to dispute the number of workweeks or estimated Gross Settlement Award stated in the Previously-Approved Notice Packet and the Corrected Notice Packet by following the procedures and requirements set forth therein for submitting a written dispute to Simpluris no later than the Adjusted Response Deadline.

13. All notice and settlement administration costs in excess of \$14,000 shall be paid by Defendant, separately and in addition to the Total Maximum Potential Settlement.

14. The Final Approval Hearing shall be on March 15, 2017 at 9:30 a.m.

15. Plaintiffs shall file their Motion for Final Approval by February 21, 2017.

IT IS SO ORDERED.

Dated: 12/1/16



Honorable Harold Kahn
Judge of the Superior Court

EXHIBIT A

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.**

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights may be affected whether you act or not.*

Attention: You are receiving this Notice because Saks & Company's records indicate that you worked for the company in a non-exempt or hourly-paid job position at a "Saks Fifth Avenue" store in California at some time between April 24, 2010 and July 29, 2016.

Based on the information provided by Saks & Company ("Saks"), in connection with the lawsuit entitled *Nick Perez v. Saks & Company* in the California Superior Court for the County of San Francisco ("San Francisco Superior Court"), Case No. CGC-14-538900 (the "Action"), your estimated Gross Settlement Award (before tax deductions) is as stated in the attached Claim and FLSA Consent Form ("Claim Form"). This amount may increase or decrease depending on the Court's orders and the number of participating Class Members.

Please note:

Saks will not retaliate against you in any way for exercising your rights under the Settlement or obtaining payment under the Settlement, and the Claims Administrator, Simpluris, Inc., is a neutral third party.

I. WHY YOU SHOULD READ THIS NOTICE?

On July 29, 2016, the Court ordered that notice be mailed to you regarding the proposed Settlement. On _____ the Court-approved notice was mailed, however, due to error, the notice was not mailed to all Class Members.

On _____, the Court entered the [insert name of order modifying settlement administration], which provides [describe briefly]. The Court also ordered that this Notice and the attached Claim Form be mailed to you regarding the proposed Settlement. The Claim Form should reflect the number of workweeks that you worked and an estimate of your Gross Settlement Award.

Because your rights may be affected by the proposed Settlement, it is extremely important that you read this Notice and the Claim Form carefully.

Saks's records show that you worked for the company in a non-exempt or hourly-paid job position at a "Saks Fifth Avenue" store in California at some time between April 24, 2010 and July 29, 2016 (the "Class Period"). Therefore, you are believed to be a Class Member.

This Notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party in the Action. This Notice is sent for the sole purpose of informing you of the pendency of the Action and the terms of the proposed Settlement so that you can make your own decisions. In the event of any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

II. WHAT THIS CASE IS ABOUT

On April 24, 2014, Plaintiff Nick Perez, individually and on behalf of other individuals, filed a lawsuit against Saks. The lawsuit was amended on July 29, 2016, adding Plaintiff Nina Shirazi and additional claims. The lawsuit alleges that Saks failed to pay all minimum and overtime wages owed, failed to provide meal periods, failed to provide rest periods, failed to reimburse employees for all reasonably necessary business expenses, failed to timely pay wages, failed to timely pay final wages, and failed to provide accurate wage statements. The lawsuit further alleges derivative claims under California Labor Code sections 204 and 226, California

Business and Professions section 17200, the Private Attorneys General Act of 2004, and sections 206 and 207 of the Fair Labor Standards Act ("FLSA"), based on the foregoing principal claims. Saks strongly denies these allegations and contends that it fully complied with the law.

III. THE PROPOSED SETTLEMENT

For purposes of settlement, and without admitting any liability, Saks has agreed to provide certain consideration to persons in the Class. The following is only a summary of the consideration contained in the proposed Settlement Agreement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The Settlement pertains to all Class Members. A "Class Member" is defined as:

Any person who is/was employed at any time between April 24, 2010 and July 29, 2016 as a non-exempt or hourly paid employee in one of Saks's California "Saks Fifth Avenue" stores who does not timely and validly request to be excluded (procedures described below).

If you are a Class Member and have submitted a timely and valid Claim Form (enclosed herewith), and the Settlement receives final approval from the Court, then you will be eligible to receive such benefits, if any, for which you may qualify under the Settlement Agreement. If the proposed Settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

The consideration provided under the proposed Settlement Agreement is summarized as follows:

1. **Total Maximum Potential Settlement.** In exchange for the release of claims against it and final judgment on the Action, Saks will pay up to five million dollars (\$5,000,000) ("Total Maximum Potential Settlement"). After Attorneys' Fees and Costs Award, Incentive Awards to the Class Representatives, a payment to the California Labor and Workforce Development Agency of its portion of the PAGA Payment, and Claims Administration Costs are deducted from the Total Maximum Potential Settlement, the remaining amount will constitute the "Gross Settlement Fund" to be distributed to the Class Members.
2. **Settlement Payments to Claimants.** Subject to Court approval, Class Members who submit valid and timely Claim Forms ("Claimants") are eligible to receive money from the Gross Settlement Fund. The Claims Administrator will determine each estimated individual Gross Settlement Award according to the following formula: Class Members who submit valid and timely claim forms will receive a *pro-rata* allocation of the Gross Settlement Fund based on the number of weeks in which each individual was paid wages by Saks during the Class Period.
3. **Incentive Awards to Class Representatives.** The Court will also be asked to award incentive payments to Named Plaintiffs Nick Perez and Nina Shirazi. Mr. Perez will request an award of nine thousand dollars (\$9,000). Ms. Shirazi will request an award of four thousand and five hundred dollars (\$4,500). The incentive awards will be paid from the Total Maximum Potential Settlement.
4. **Attorneys' Fees and Costs Award.** You do not need to pay any portion of either Plaintiffs' or Saks' attorneys' fees and costs. Pursuant to the Settlement and subject to Court approval, Class Counsel will request thirty-five percent (35%) of the Total Maximum Potential Settlement as attorneys' fees for litigation and resolution of this Action. The Settlement allocates the sum of \$125,000 from the Total Maximum Potential Settlement for payment of Class Counsel's actual litigation costs and expenses, the Claims Administration Costs, Incentive Awards to Class Representatives, and PAGA Payment. Therefore, pursuant to the Settlement and subject to Court approval, Class Counsel will also seek reimbursement of actual litigation costs and expenses in an amount not exceed the sum of \$125,000 less the Claims Administration Costs, Incentive Awards to Class Representatives, and PAGA Payment.
5. **PAGA Payment.** Subject to Court approval, \$25,000 from the Total Maximum Potential Settlement is allocated for payment under the Private Attorneys' General Act of 2004 ("PAGA"). Seventy-five percent (75%) of the PAGA allocation (\$18,750) will be paid to the California Labor and Workforce Development Agency, and twenty-five percent (25%) (\$6,250) of the PAGA allocation will be distributed to Claimants as part of the Gross Settlement Fund.
6. **Claims Administration Costs.** The Claims Administrator shall be paid approximately (\$[insert]) for the costs of administration of the Settlement, which pays for tasks such as mailing and tracking this

Notice, processing claims, inquiries, requests for exclusion, and objections, mailing checks and tax forms, and reporting to the parties and the Court, up to \$14,000 of this will be paid from the Total Maximum Potential Settlement and any additional administration costs will be paid by Defendant. Any additional costs may be awarded by the Court to the Claims Administrator with a showing of good cause by the Claims Administrator.

7. **Minimum Payment and Possibility of Reversion:** The Settlement provides that Saks shall pay at least sixty-five percent (65%) of the Gross Settlement Fund. The total of Gross Settlement Awards attributed to Class Member who do not submit a timely and valid Claim Form is the "Unclaimed Settlement Fund." If the Unclaimed Settlement Fund exceeds thirty-five percent (35%) of the Gross Settlement Fund, any such unclaimed amount greater than thirty-five percent (35%) of the Gross Settlement Fund shall be re-distributed to and paid out to all Claimants on a *pro rata* basis. No more than thirty-five percent (35%) of the Gross Settlement Fund shall revert back to Saks.

IV. WHAT TO DO IN RESPONSE TO THIS NOTICE?

To receive your Settlement Award, you must submit a claim form. You also have a right to object to the Settlement or request to be excluded from the Settlement. The option you choose will in no way affect your current employment with Saks, or any potential for future employment with Saks. Your options are listed below:

A. Participate in the Settlement

To receive your Settlement Award, you must submit the Claim Form (enclosed herewith) by mail to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc., P.O. Box 26170, Santa Ana, CA 92799* no later than November 21, 2016. The Claim Form must include (1) your full name; (2) the last four digits of your Social Security number or Saks Employee ID number; and (3) your signature.

Your estimated Gross Settlement Award (listed on the enclosed Corrected Claim Form) is based on the respective number of weeks in which Saks paid you wages ("workweeks") (listed in Section III(2)) and the formula described above.

If you dispute your number of workweeks as set forth in the Claim Form, then you must mail in your dispute and supporting documentation to the Settlement Administrator by [redacted]. Your written dispute must contain: (1) your name, (2) last four digits of your Social Security Number, (3) the number of workweeks that you believe you have worked, (4) an explanation and/or attachment of documentation in support of your dispute, (5) your contact information, (6) and your signature. If you fail to timely dispute your workweeks or timely submit supporting documentation, then your Settlement Award will be based on Saks's records of your workweeks.

If the proposed Settlement is approved by the Court and you have not submitted either a timely and valid Claim Form or a request for exclusion, you will be bound by the Settlement and will be barred from hereafter initiating or participating in any lawsuit or proceeding regarding Released Claims in this Settlement (for the applicable time period), including any Released Claims that may also be alleged except for claims under the Fair Labor Standards Act ("FLSA"). The Settlement Agreement contains additional details about the scope of the release.

If you timely exclude yourself from the Settlement pursuant to Part IV.C below, you will not receive a Settlement Award and will not be subject to the terms of the Settlement Agreement.

B. Object to the Settlement.

If you are satisfied with the proposed Settlement, you do not need to appear at the hearing at which the Court will consider final approval of the Settlement. If you wish to object to the proposed Settlement Agreement, Class Counsel's requested Fees and Costs Award, and/or Plaintiffs' requested incentive award, then you must take the following steps:

You must mail a written statement of objection ("Notice of Objection") to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc, P.O. Box 26170, Santa Ana, CA 92799* no later than [redacted]. The Notice of Objection must include (1) your full name; (2) the last four digits of your Social Security number or Saks Employee ID number, and (3) the basis for the objection. Class Members who timely submit a written Notice of Objection do not need to attend the Final Approval Hearing in order for their objections to be considered by the Court.

You have the right to address the Court at a hearing to finally approve the Settlement ("Final Approval Hearing") scheduled for [] before the Honorable Harold E. Kahn, Judge of the San Francisco Superior Court, Department 302, 400 McAllister Street, San Francisco, California 94102. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

You may both object to the Settlement and participate in it. Filing a Notice of Objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must also follow the procedure below.

C. Exclude Yourself from the Settlement.

If you timely exclude yourself from this proposed Settlement, you will not be bound by the terms of the Settlement and will preserve your claims, and you will not be entitled to receive any award if the Court grants final approval of the Settlement. Also, if you submit a request for exclusion, you will not be able to object to the Settlement.

To exclude yourself (or "opt out") from the proposed Settlement, you must mail a written request by first class postage to the Claims Administrator. To be valid, the written request must: (1) contain your name, address, telephone number, and the last four digits of your Social Security number; (2) be returned by mail to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc, P.O. Box 26170, Santa Ana, CA 92799*; and (3) be postmarked no later than [].

Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

D. If You Do Nothing

If the proposed Settlement is approved by the Court and you have not submitted either a timely and valid Claim Form or a request for exclusion, you will be bound by the Settlement and will be barred from hereafter initiating or participating in any lawsuit or proceeding regarding the Released Claims in this Settlement (for the applicable time period), including any Released Claims that may also be alleged except for claims under the Fair Labor Standards Act ("FLSA"). The Settlement Agreement contains additional details about the scope of the release.

V. RELEASE

As of the Effective Date, Plaintiffs Nick Perez, Nina Shirazi, and every Class Member who does not timely opt out under the procedures set forth herein releases Saks (including its past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, its successors and predecessors in interest, subsidiaries, affiliates, parents, and its company-sponsored employee benefit plans, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the "Released Parties")) from all wage-and-hour claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, arising prior to the date of Preliminary Approval of this Class Settlement Agreement, which were or could have been alleged in the Action for the Released Parties' alleged failure to pay overtime, minimum, and regular wages, provide meal and rest breaks, provide accurate wage statements, provide full and complete reimbursement of necessary business expenses, and pay wages in a timely manner, including but not limited to the following: (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act which are or could be the basis of claims that Saks & Company failed to compensate Class Members for all hours worked in accordance with California law, the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, or in the case of Claimants who submit valid and timely Claim Forms, claims for violations of the Fair Labor Standards Act ("FLSA"), or any similar local, state or federal law, including claims: (a) that Saks & Company failed to pay all regular, minimum, and/or overtime wages due; (b) that Saks & Company failed to pay all commissions owed or due; (c) that Saks & Company did not provide Class Members all meal periods required by law; (d) that Saks & Company did not authorize and permit rest breaks required by law; (e) that Saks & Company owes penalties (including, but not limited to, waiting time penalties), interest, restitution, attorneys' fees, or damages of any kind based on a failure to comply with any wage-and-hour laws, at any time on or before the last day of the Class Period (whether based on California state wage-and-hour law or contract); (f) that Saks & Company did not provide Class Members with proper itemized pay statements as required by applicable laws; (g) that Saks & Company did not reimburse Class Members for all necessary business expenditures; and/or (h) that Saks & Company did not pay all wages owed in a timely manner, including upon termination and during employment; (2) the causes of action asserted in the Action, including any and all claims for alleged failure to pay overtime, minimum wages, or regular wages, claims for alleged failure to compensate Class Members for all hours worked, claims for all failure to pay all wages owed in a timely manner; claims for alleged failure to provide Class Members with proper itemized statements and/or to provide meal

and rest breaks, claims for alleged failure to reimburse for all necessary business expenses, and, as related to the foregoing, for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200, *et seq.*; and (3) any and all penalties pursuant to the Labor Code Private Attorney's General Act ("PAGA") of 2004.

Additionally, any Class Member who submits a Claim Form will be deemed to have opted into the action for purposes of the Fair Labor Standards Act (FLSA) and, as to those Class Members, the Released Claims include any claims such Class Members may have, based on the factual allegations set forth in the operative complaint, during the Class Period under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* as amended including, without limitation, the Portal to Portal Act of 1947, 29 U.S.C. §§ 251 *et seq.* Only those Class Members who submit Claim Forms will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims during the Class Period under the Fair Labor Standards Act.

This waiver and release of claims shall be binding on all Class Members who do not timely exclude themselves from the Settlement Agreement pursuant to the procedures set forth herein. By not excluding themselves, those Class Members are deemed to have waived and released the claims set forth above.

With respect to the claims released above, the Class Members expressly waive and relinquish, and are deemed to waive and relinquish, the provisions of Section 1542 of the California Civil Code, or any other similar provision under federal or state law regarding the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, 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.

To the fullest extent allowed by law, Plaintiff and all Class Members are prohibited from ever asserting a claim released under the Settlement Agreement, and from commencing, or joining in a lawsuit or adversary proceeding against Saks for the claims released for the applicable time period, as set forth above, on their own behalf or as putative representatives of others.

VI. THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled for _____ at _____ a.m. in Department 302 at the San Francisco Superior Court, 400 McAllister Street, San Francisco, California 94102.

At the Final Approval Hearing, any Class Member may appear and object to the proposed Settlement. Class Members who do not timely make objections shall be deemed to have waived such objections.

VII. HOW TO OBTAIN ADDITIONAL INFORMATION

This Notice only summarizes the class action lawsuit, the Settlement, and related matters. For more information, you may inspect the Court files at the San Francisco Superior Court, 400 McAllister Street, San Francisco, California 94102 during regular court hours or online at the Court's website at <http://www.sfsuperiorcourt.org/online-services>. Additionally, you may access relevant documents at <http://www.simpluris.com/pages/case-info.aspx> ("Simpluris' Website). Any motions for Class Counsel's Fees and Costs Award and incentive payments to the Plaintiffs will be posted to Simpluris' Website. **PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.** You may also contact Class Counsel or the Claims Administrator, as listed below.

The attorneys for the Class ("Class Counsel") in the Action are:

LAWYERS FOR JUSTICE PC
Edwin Aiwazian, Esq. (SBN 232943)
edwin@LFJPC.com
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

GIRARDI & KEESE
V. Andre Sherman (SBN 198684)
asherman@GIRARDIKEESE.com
1126 Wilshire Boulevard
Los Angeles, California 90017
Telephone: (213) 977-0211

If you have any questions about this Notice, please contact the Claims Administrator and ask about the *Saks* Class Action Settlement:

Perez v. Saks and Company, c/o Simpluris Inc.
P.O. Box 26170, Santa Ana, CA 92799
Telephone: 877-645-1927

EXHIBIT B

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

Nick Perez, et al. v. Saks & Company

Case No.: CGC -14-538900

CLAIM AND FLSA CONSENT FORM

TO RECEIVE MONEY AS PART OF THIS SETTLEMENT,

YOU MUST COMPLETE AND SIGN THIS CLAIM FORM

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM BY U.S. MAIL POSTMARKED ON OR BEFORE
[REDACTED], IN THE ENCLOSED SELF-ADDRESSED STAMPED ENVELOPE TO:

Perez v. Saks and Company
et al. Saks & Company Inc.
P.O. Box 26170, Santa Ana, CA 92709

Must be Postmarked No Later Than: [REDACTED]

Based on the information provided by Saks & Company ("Saks"), the approximate amount of your Individual Settlement Award (not including any deductions for taxes) in connection with lawsuit entitled *Nick Perez, et al. v. Saks & Company*, in the California Superior Court for the County of San Francisco, Case No.: CGC-14-538900 (the "Action") is \$<MERGED EstSettAmnt CALC>. This amount may increase or decrease depending on the Court's Orders and the number of Class Members who submit this form in a timely and valid manner.

INSTRUCTIONS:

Complete, sign and mail this form to share in the recovery and consent to join the FLSA portion of this action.

If you move, send us your new address.

Do not send any supporting documentation unless you dispute the information set forth below.

SECTION 1 This is the information that we have for you:

<FIRST NAME> <LAST NAME>, <ADDRESS, CITY, STATE, ZIP>

If any of this information is inaccurate, please provide the correct information below:

Name:

Former Names (if any):

Page 1 of 3
Claim and FLSA Consent Form

«Barcode»

«BarcodeString»

SIMID «SIMID»

Address:

City, State, Zip:

You were employed as an hourly, non-exempt employee by Saks at one or more of its Saks Fifth Avenue stores in California between April 24, 2010 to July 29, 2014 ("the Class Period"). During that time, you were paid wages in the total number of <MERGED_WW> weeks. If any of this information is inaccurate, please provide documentation and a written explanation correcting the information you dispute. You must mail in your dispute and supporting documentation to the Settlement Administrator by . If you fail to timely dispute your workweeks or timely submit supporting documentation, then your settlement payment will be based on Saks' records of your workweeks.

SECTION 2 This information is required to verify your identity and administer your settlement award:

Please provide the last four digits of your Social Security Number: _____

OR

Please provide your Employee Identification Number: _____

I understand that, by signing below, I hereby acknowledge and agree that Saks will, and authorize Saks to, disclose my full Social Security Number to the Claims Administrator to be used solely for the purpose of administering my settlement award.

If you agree with the information stated in Sections 1 and 2 above, please complete, sign and return this Claim Form. If you are disputing the information contained in Section 1 regarding your workweeks, you must timely complete, sign, and return this form, along with supporting documentation.

I further understand that, by signing below, I understand that I am releasing the "Released Parties" from the "Released Claims" as defined below and will be permanently barred from suing or otherwise making a claim against any of the Released Parties that is in any way related to the Released Claims. This is more completely set forth as follows:

I fully and finally release and discharge fully and finally release and discharge Saks & Company and the Released Parties from all wage-and-hour claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, arising prior to the date of Preliminary Approval of this Class Settlement Agreement, which were or could have been alleged in the Action for the Released Parties' alleged failure to pay overtime, minimum, and regular wages, provide meal and rest breaks, provide accurate wage statements, provide full and complete reimbursement of necessary business expenses, and pay wages in a timely manner, including but not limited to the following: (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act which are or could be the basis of claims that Saks & Company failed to compensate Class Members for all hours worked in accordance with California law, the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, or in the case of Claimants who submit valid and timely Claim Forms, claims for violations of the Fair Labor Standards Act ("FLSA"), or any similar local, state or federal law, including claims: (a) that Saks & Company failed to pay all regular, minimum, and/or overtime wages due; (b) that Saks failed to pay all commissions owed or due; (c) that Saks & Company did not provide Class Members all meal periods required by California law; (d) that Saks & Company did not authorize and permit rest breaks required by California law; (e) that Saks & Company owes penalties (including, but not limited to, waiting time penalties), interest, restitution, attorneys' fees, or damages of any kind based on a failure to comply with any California wage-and-hour laws, at any time on or before the last day of the Class Period (whether based on California state wage-and-hour law or contract); (f) that Saks & Company did not provide Class Members with proper itemized pay statements as required by applicable laws; (g) that Saks & Company did not reimburse Class Members for all necessary business expenditures; and/or that (h) that Saks & Company did not pay all wages in a timely manner, including upon termination and during employment; (2) the causes of action asserted in the Action, including any

Page 2 of 3

Claim and FLSA Consent Form

«Barcode»

«BarcodeString»

SIMID «SIMID»

and all claims for alleged failure to pay overtime, minimum wages, or regular wages, claims for alleged failure to compensate Class Members for all hours worked, claims for alleged failure to pay wages in a timely manner; claims for alleged failure to provide Class Members with proper itemized statements and/or to provide meal and rest breaks, claims for alleged failure to reimburse for all necessary business expenses, and, as related to the foregoing, for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200, et seq.; and (3) any and all penalties pursuant to the Labor Code Private Attorney's General Act ("PAGA") of 2004.

Additionally, any Class Member who submits a Claim Form will be deemed to have opted into the action for purposes of the Fair Labor Standards Act (FLSA) and, as to those Class Members, the Released Claims include any claims such Class Members may have, based on the factual allegations set forth in the operative complaint, during the Class Period under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. as amended including, without limitation, The Portal to Portal Act of 1947, 29 U.S.C. §§ 251 et seq. Only those Class Members who also submit Claim Forms will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims during the Class Period under the Fair Labor Standards Act.

Therefore, I understand that by signing below, I have opted-in to the Lawsuit for purposes of the FLSA and that I am releasing and waiving any FLSA claims whether known or unknown, arising during the Class Period based on the claims related to the facts and claims asserted in the Lawsuit.

I further understand that the Released Claims include any claims as discussed in the above paragraphs that I do not know or suspect to exist in my favor at the time of the release that do arise, or could have arisen, out of the claims alleged in the Action, which, if known by me, might have affected my settlement with, and release of, the Released Parties or might have affected my decision not to object to this Settlement. With respect to the Released Claims, I expressly waive all rights under Section 1542 of the California Civil Code. Said Section reads as follows:

Section 1542. [General Release – Claims Extinguished.] A general release does not extend to claims 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 to him or her must have materially affected his or her settlement with the debtor.

I declare under penalty of perjury that I was employed by Saks as an hourly-paid, non-exempt employee during the period of April 24, 2010 through ~~July 29, 2016~~. I have reviewed the Class Notice and this form and consent to join the FLSA portion of this action and have the Named Plaintiff and Class Counsel represent me in this action pursuant to 29 U.S.C. § 216(b).

X

(Sign your name here)

Date

EXHIBIT C

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

CORRECTED NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

**THIS NOTICE MAY AFFECT YOUR LEGAL RIGHTS.
PLEASE READ THIS NOTICE CAREFULLY.**

*A court authorized this Notice. This is not a solicitation.
This is not a lawsuit against you, and you are not being sued.
However, your legal rights may be affected whether you act or not.*

Attention: You are receiving this Corrected Notice because Saks & Company's records indicate that you worked for the company in a non-exempt or hourly-paid job position at a "Saks Fifth Avenue" store in California at some time between April 24, 2010 and July 29, 2016.

You may have received an earlier Notice that was later determined to contain inaccurate information regarding your estimated workweeks and estimated Gross Settlement Award. This Corrected Notice should reflect the correct number of workweeks that you worked and a correct estimate of your Gross Settlement Award. If you dispute that this information is correct, then please follow the procedure described in Section IV.A to challenge this information.

Based on the information provided by Saks & Company ("Saks"), in connection with the lawsuit entitled *Nick Perez v. Saks & Company* in the California Superior Court for the County of San Francisco ("San Francisco Superior Court"), Case No. CGC-14-538900 (the "Action"), your estimated Gross Settlement Award (before tax deductions) is as stated in the attached Claim and FLSA Consent Form ("Claim Form"). This amount may increase or decrease depending on the Court's orders and the number of participating Class Members.

Please note:

Saks will not retaliate against you in any way for exercising your rights under the Settlement or obtaining payment under the Settlement, and the Claims Administrator, Simpluris, Inc., is a neutral third party.

I. WHY YOU SHOULD READ THIS NOTICE?

On July 29, 2016, the Court ordered that notice be mailed to you regarding the proposed Settlement. On _____ the Court-approved notice was mailed, however, due to error, the notice was not mailed to all Class Members and the notice contained incorrect information about estimated workweeks and estimated Gross Settlement Awards for some employees.

On _____, the Court entered the [insert name of order modifying settlement administration], which provides [describe briefly]. The Court also ordered that this Corrected Notice and the attached Corrected Claim Form be mailed to you regarding the proposed Settlement. The Corrected Claim Form should reflect the correct number of workweeks that you worked and a correct estimate of your Gross Settlement Award.

Because your rights may be affected by the proposed Settlement, it is extremely important that you read this Corrected Notice and Corrected Claim Form carefully.

Saks's records show that you worked for the company in a non-exempt or hourly-paid job position at a "Saks Fifth Avenue" store in California at some time between April 24, 2010 and July 29, 2016 (the "Class Period"). Therefore, you are believed to be a Class Member.

This Corrected Notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party in the Action. This Corrected Notice is sent for the sole purpose of informing you of the pendency of the Action and the terms of the proposed Settlement so that you can make your own decisions. In the event of any conflicts between this Corrected Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

II. WHAT THIS CASE IS ABOUT

On April 24, 2014, Plaintiff Nick Perez, individually and on behalf of other individuals, filed a lawsuit against Saks. The lawsuit was amended on July 29, 2016, adding Plaintiff Nina Shirazi and additional claims. The lawsuit alleges that Saks failed to pay all minimum and overtime wages owed, failed to provide meal periods, failed to provide rest periods, failed to reimburse employees for all reasonably necessary business expenses, failed to timely pay wages, failed to timely pay final wages, and failed to provide accurate wage statements. The lawsuit further alleges derivative claims under California Labor Code sections 204 and 226, California Business and Professions section 17200, the Private Attorneys General Act of 2004, and sections 206 and 207 of the Fair Labor Standards Act ("FLSA"), based on the foregoing principal claims. Saks strongly denies these allegations and contends that it fully complied with the law.

III. THE PROPOSED SETTLEMENT

For purposes of settlement, and without admitting any liability, Saks has agreed to provide certain consideration to persons in the Class. The following is only a summary of the consideration contained in the proposed Settlement Agreement. In the event there are any conflicts between this Notice and the Settlement Agreement, the terms of the Settlement Agreement shall govern.

The Settlement pertains to all Class Members. A "Class Member" is defined as:

Any person who is/was employed at any time between April 24, 2010 and July 29, 2016 as a non-exempt or hourly paid employee in one of Saks's California "Saks Fifth Avenue" stores who does not timely and validly request to be excluded (procedures described below).

If you are a Class Member and have submitted a timely and valid Claim Form (enclosed herewith), and the Settlement receives final approval from the Court, then you will be eligible to receive such benefits, if any, for which you may qualify under the Settlement Agreement. If the proposed Settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made.

The consideration provided under the proposed Settlement Agreement is summarized as follows:

1. **Total Maximum Potential Settlement.** In exchange for the release of claims against it and final judgment on the Action, Saks will pay up to five million dollars (\$5,000,000) ("Total Maximum Potential Settlement"). After Attorneys' Fees and Costs Award, Incentive Awards to the Class Representatives, a payment to the California Labor and Workforce Development Agency of its portion of the PAGA Payment, and Claims Administration Costs are deducted from the Total Maximum Potential Settlement, the remaining amount will constitute the "Gross Settlement Fund" to be distributed to the Class Members.
2. **Settlement Payments to Claimants.** Subject to Court approval, Class Members who submit valid and timely Claim Forms ("Claimants") are eligible to receive money from the Gross Settlement Fund. The Claims Administrator will determine each estimated individual Gross Settlement Award according to the following formula: Class Members who submit valid and timely claim forms will receive a *pro-rata* allocation of the Gross Settlement Fund based on the number of weeks in which each individual was paid wages by Saks during the Class Period.
3. **Incentive Awards to Class Representatives.** The Court will also be asked to award incentive payments to Named Plaintiffs Nick Perez and Nina Shirazi. Mr. Perez will request an award of nine thousand dollars (\$9,000). Ms. Shirazi will request an award of four thousand and five hundred dollars (\$4,500). The incentive awards will be paid from the Total Maximum Potential Settlement.
4. **Attorneys' Fees and Costs Award.** You do not need to pay any portion of either Plaintiffs' or Saks' attorneys' fees and costs. Pursuant to the Settlement and subject to Court approval, Class Counsel will request thirty-five percent (35%) of the Total Maximum Potential Settlement as attorneys' fees for litigation and resolution of this Action. The Settlement allocates the sum of \$125,000 from the Total Maximum Potential Settlement for payment of Class Counsel's actual litigation costs and expenses, the Claims Administration Costs, Incentive Awards to Class Representatives, and PAGA Payment. Therefore, pursuant to the Settlement and subject to Court approval, Class Counsel will also seek reimbursement of actual litigation costs and expenses in an amount not exceed the sum of \$125,000 less the Claims Administration Costs, Incentive Awards to Class Representatives, and PAGA Payment.

5. **PAGA Payment.** Subject to Court approval, \$25,000 from the Total Maximum Potential Settlement is allocated for payment under the Private Attorneys' General Act of 2004 ("PAGA"). Seventy-five percent (75%) of the PAGA allocation (\$18,750) will be paid to the California Labor and Workforce Development Agency, and twenty-five percent (25%) (\$6,250) of the PAGA allocation will be distributed to Claimants as part of the Gross Settlement Fund.
6. **Claims Administration Costs.** The Claims Administrator shall be paid approximately [redacted] (\$[insert]) for the costs of administration of the Settlement, which pays for tasks such as mailing and tracking this Notice, processing claims, inquiries, requests for exclusion, and objections, mailing checks and tax forms, and reporting to the parties and the Court, up to \$14,000 of this will be paid from the Total Maximum Potential Settlement and any additional administration costs will be paid by Defendant. Any additional costs may be awarded by the Court to the Claims Administrator with a showing of good cause by the Claims Administrator.
7. **Minimum Payment and Possibility of Reversion:** The Settlement provides that Saks shall pay at least sixty-five percent (65%) of the Gross Settlement Fund. The total of Gross Settlement Awards attributed to Class Member who do not submit a timely and valid Claim Form is the "Unclaimed Settlement Fund." If the Unclaimed Settlement Fund exceeds thirty-five percent (35%) of the Gross Settlement Fund, any such unclaimed amount greater than thirty-five percent (35%) of the Gross Settlement Fund shall be re-distributed to and paid out to all Claimants on a *pro rata* basis. No more than thirty-five percent (35%) of the Gross Settlement Fund shall revert back to Saks.

IV. WHAT TO DO IN RESPONSE TO THIS NOTICE?

To receive your Settlement Award, you must submit a claim form. You also have a right to object to the Settlement or request to be excluded from the Settlement. The option you choose will in no way affect your current employment with Saks, or any potential for future employment with Saks. Your options are listed below:

A. Participate in the Settlement

To receive your Settlement Award, you must submit the Corrected Claim Form (enclosed herewith) by mail to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc., P.O. Box 26170, Santa Ana, CA 92799* no later than November 21, 2016. The Corrected Claim Form must include (1) your full name; (2) the last four digits of your Social Security number or Saks Employee ID number; and (3) your signature.

Your estimated Gross Settlement Award (listed on the enclosed Corrected Claim Form) is based on the respective number of weeks in which Saks paid you wages ("workweeks") (listed in Section III(2)) and the formula described above.

If you dispute your number of workweeks as set forth in the Claim Form, then you must mail in your dispute and supporting documentation to the Settlement Administrator by [redacted]. Your written dispute must contain: (1) your name, (2) last four digits of your Social Security Number, (3) the number of workweeks that you believe you have worked, (4) an explanation and/or attachment of documentation in support of your dispute, (5) your contact information, (6) and your signature. If you fail to timely dispute your workweeks or timely submit supporting documentation, then your Settlement Award will be based on Saks's records of your workweeks.

If the proposed Settlement is approved by the Court and you have not submitted either a timely and valid Claim Form or a request for exclusion, you will be bound by the Settlement and will be barred from hereafter initiating or participating in any lawsuit or proceeding regarding Released Claims in this Settlement (for the applicable time period), including any Released Claims that may also be alleged except for claims under the Fair Labor Standards Act ("FLSA"). The Settlement Agreement contains additional details about the scope of the release.

Please note: If you already submitted a Claim Form (pursuant to the previous notice and settlement procedure) you do not need to submit anything—you will automatically be issued your Settlement Award based on the corrected information reflected in this Corrected Class Notice and in the enclosed Corrected Claim Form.

If you timely exclude yourself from the Settlement pursuant to Part IV.C below, you will not receive a Settlement Award and will not be subject to the terms of the Settlement Agreement.

Please note: If you already submitted a Request for Exclusion (pursuant to the previous notice and settlement procedure), but you now wish to claim a settlement payment, you have the option to void your previous Request for Exclusion and submitting the enclosed Corrected Claim Form to the Settlement Administrator by [redacted].

B. Object to the Settlement.

If you are satisfied with the proposed Settlement, you do not need to appear at the hearing at which the Court will consider final approval of the Settlement. If you wish to object to the proposed Settlement Agreement, Class Counsel's requested Fees and Costs Award, and/or Plaintiffs' requested incentive award, then you must take the following steps:

You must mail a written statement of objection ("Notice of Objection") to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc, P.O. Box 26170, Santa Ana, CA 92799* no later than [redacted]. The Notice of Objection must include (1) your full name; (2) the last four digits of your Social Security number or Saks Employee ID number, and (3) the basis for the objection. Class Members who timely submit a written Notice of Objection do not need to attend the Final Approval Hearing in order for their objections to be considered by the Court.

You have the right to address the Court at a hearing to finally approve the Settlement ("Final Approval Hearing") scheduled for [redacted] before the Honorable Harold E. Kahn, Judge of the San Francisco Superior Court, Department 302, 400 McAllister Street, San Francisco, California 94102. You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

You may both object to the Settlement and participate in it. Filing a Notice of Objection will not exclude you from the Settlement. If you wish to be excluded from the Settlement, then you must also follow the procedure below.

C. Exclude Yourself from the Settlement.

If you timely exclude yourself from this proposed Settlement, you will not be bound by the terms of the Settlement and will preserve your claims, and you will not be entitled to receive any award if the Court grants final approval of the Settlement. Also, if you submit a request for exclusion, you will not be able to object to the Settlement.

To exclude yourself (or "opt out") from the proposed Settlement, you must mail a written request by first class postage to the Claims Administrator. To be valid, the written request must: (1) contain your name, address, telephone number, and the last four digits of your Social Security number; (2) be returned by mail to the Claims Administrator at *Perez v. Saks and Company, c/o Simpluris Inc, P.O. Box 26170, Santa Ana, CA 92799*; and (3) be postmarked no later than [redacted].

Unless you timely request to be excluded from the Settlement, you will be bound by the judgment upon final approval of the Settlement, including the Release described in this Notice.

Please note: If you already submitted a Request for Exclusion (pursuant to the previous notice and settlement procedure), but you now wish to claim a settlement payment, you have the option to void your previous Request for Exclusion and submitting the enclosed Corrected Claim Form to the Settlement Administrator by [redacted].

D. If You Do Nothing

If the proposed Settlement is approved by the Court and you have not submitted either a timely and valid Claim Form or a request for exclusion, you will be bound by the Settlement and will be barred from hereafter initiating or participating in any lawsuit or proceeding regarding the Released Claims in this Settlement (for the applicable time period), including any Released Claims that may also be alleged except for claims under the Fair Labor Standards Act ("FLSA"). The Settlement Agreement contains additional details about the scope of the release.

V. RELEASE

As of the Effective Date, Plaintiffs Nick Perez, Nina Shirazi, and every Class Member who does not timely opt out under the procedures set forth herein releases Saks (including its past, present, or future officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, attorneys, consultants, insurers, reinsurers, its successors and predecessors in interest, subsidiaries, affiliates, parents, and its company-sponsored employee benefit plans, and all of their respective officers, directors, employees, administrators, fiduciaries, trustees, and agents (the "Released Parties")) from all wage-and-hour claims,

demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, arising prior to the date of Preliminary Approval of this Class Settlement Agreement, which were or could have been alleged in the Action for the Released Parties' alleged failure to pay overtime, minimum, and regular wages, provide meal and rest breaks, provide accurate wage statements, provide full and complete reimbursement of necessary business expenses, and pay wages in a timely manner, including but not limited to the following: (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act which are or could be the basis of claims that Saks & Company failed to compensate Class Members for all hours worked in accordance with California law, the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, or in the case of Claimants who submit valid and timely Claim Forms, claims for violations of the Fair Labor Standards Act ("FLSA"), or any similar local, state or federal law, including claims: (a) that Saks & Company failed to pay all regular, minimum, and/or overtime wages due; (b) that Saks & Company failed to pay all commissions owed or due; (c) that Saks & Company did not provide Class Members all meal periods required by law; (d) that Saks & Company did not authorize and permit rest breaks required by law; (e) that Saks & Company owes penalties (including, but not limited to, waiting time penalties), interest, restitution, attorneys' fees, or damages of any kind based on a failure to comply with any wage-and-hour laws, at any time on or before the last day of the Class Period (whether based on California state wage-and-hour law or contract); (f) that Saks & Company did not provide Class Members with proper itemized pay statements as required by applicable laws; (g) that Saks & Company did not reimburse Class Members for all necessary business expenditures; and/or (h) that Saks & Company did not pay all wages owed in a timely manner, including upon termination and during employment; (2) the causes of action asserted in the Action, including any and all claims for alleged failure to pay overtime, minimum wages, or regular wages, claims for alleged failure to compensate Class Members for all hours worked, claims for all failure to pay all wages owed in a timely manner; claims for alleged failure to provide Class Members with proper itemized statements and/or to provide meal and rest breaks, claims for alleged failure to reimburse for all necessary business expenses, and, as related to the foregoing, for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200, *et seq.*; and (3) any and all penalties pursuant to the Labor Code Private Attorney's General Act ("PAGA") of 2004.

Additionally, any Class Member who submits a Claim Form will be deemed to have opted into the action for purposes of the Fair Labor Standards Act (FLSA) and, as to those Class Members, the Released Claims include any claims such Class Members may have, based on the factual allegations set forth in the operative complaint, during the Class Period under the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* as amended including, without limitation, the Portal to Portal Act of 1947, 29 U.S.C. §§ 251 *et seq.* Only those Class Members who submit Claim Forms will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims during the Class Period under the Fair Labor Standards Act.

This waiver and release of claims shall be binding on all Class Members who do not timely exclude themselves from the Settlement Agreement pursuant to the procedures set forth herein. By not excluding themselves, those Class Members are deemed to have waived and released the claims set forth above.

With respect to the claims released above, the Class Members expressly waive and relinquish, and are deemed to waive and relinquish, the provisions of Section 1542 of the California Civil Code, or any other similar provision under federal or state law regarding the release of unknown claims, which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS, 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.

To the fullest extent allowed by law, Plaintiff and all Class Members are prohibited from ever asserting a claim released under the Settlement Agreement, and from commencing, or joining in a lawsuit or adversary proceeding against Saks for the claims released for the applicable time period, as set forth above, on their own behalf or as putative representatives of others.

VI. THE FINAL APPROVAL HEARING

The Final Approval Hearing is scheduled for [] at [] a.m. in Department 302 at the San Francisco Superior Court, 400 McAllister Street, San Francisco, California 94102.

At the Final Approval Hearing, any Class Member may appear and object to the proposed Settlement. Class Members who do not timely make objections shall be deemed to have waived such objections.

VII. HOW TO OBTAIN ADDITIONAL INFORMATION

This Notice only summarizes the class action lawsuit, the Settlement, and related matters. For more information, you may inspect the Court files at the San Francisco Superior Court, 400 McAllister Street, San Francisco, California 94102 during regular court hours or online at the Court's website at <http://www.sfsuperiorcourt.org/online-services>. Additionally, you may access relevant documents at <http://www.simpluris.com/pages/case-info.aspx> ("Simpluris' Website). Any motions for Class Counsel's Fees and Costs Award and incentive payments to the Plaintiffs will be posted to Simpluris' Website. **PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.** You may also contact Class Counsel or the Claims Administrator, as listed below.

The attorneys for the Class ("Class Counsel") in the Action are:

LAWYERS FOR JUSTICE PC
Edwin Aiwazian, Esq. (SBN 232943)
edwin@LFJPC.com
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020

GIRARDI & KEESE
V. Andre Sherman (SBN 198684)
asherman@GIRARDIKEESE.com
1126 Wilshire Boulevard
Los Angeles, California 90017
Telephone: (213) 977-0211

If you have any questions about this Notice, please contact the Claims Administrator and ask about the *Saks* Class Action Settlement:

Perez v. Saks and Company, c/o Simpluris Inc,
P.O. Box 26170, Santa Ana, CA 92799
Telephone: 877-645-1927

EXHIBIT D

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN FRANCISCO

Nick Perez, et al. v. Saks & Company

Case No.: CGC -14-538900

CORRECTED CLAIM AND FLSA CONSENT FORM

TO RECEIVE MONEY AS PART OF THIS SETTLEMENT,

YOU MUST COMPLETE AND SIGN THIS CLAIM FORM

«Barcode»

«BarcodeString»

SIMID «SIMID»

«FirstName» «LastName»

«Address1» «Address2»

«City» «State» «Zip»

YOU MUST MAIL THE COMPLETED AND SIGNED CLAIM FORM BY U.S. MAIL POSTMARKED ON OR BEFORE
[REDACTED], IN THE ENCLOSED SELF-ADDRESSED STAMPED ENVELOPE TO:

Perez v. Saks and Company
c/o Simpli-us, Inc
P.O. Box 26170, Santa Ana, CA 92709

Must be Postmarked No Later Than: [REDACTED]

Based on the information provided by Saks & Company ("Saks"), the approximate amount of your Individual Settlement Award (not including any deductions for taxes) in connection with lawsuit entitled *Nick Perez, et al. v. Saks & Company*, in the California Superior Court for the County of San Francisco, Case No.: CGC-14-538900 (the "Action") is **S<MERGED EstSettAmnt CALC>**. This amount may increase or decrease depending on the Court's Orders and the number of Class Members who submit this form in a timely and valid manner.

PLEASE NOTE:

You may have received an earlier version of this Claim Form that was later determined to contain inaccurate information regarding your estimated workweeks and estimated Gross Settlement Award. This Corrected Claim Form should reflect the correct number of workweeks that you worked and a correct estimate of your Gross Settlement Award.

If you previously submitted the earlier version of the Claim Form, you do not need to submit this Corrected Claim Form in order to receive a settlement payment—your settlement payment will be issued in the corrected amount if the Settlement is granted final approval by the Court.

If you dispute that the information contained in this Corrected Claim Form, regarding your estimated workweeks and estimated Gross Settlement Award, is correct, then please follow the procedures described below and in Section IV.A of the Corrected Class Notice to challenge this information.

INSTRUCTIONS:

Complete, sign and mail this form to share in the recovery and consent to join the FLSA portion of this action.

If you move, send us your new address.

Do not send any supporting documentation unless you dispute the information set forth below.

«Barcode»

«BarcodeString»

SIMID «SIMID»

SECTION 1 This is the information that we have for you:

<FIRST NAME> <LAST NAME>, < ADDRESS, CITY, STATE, ZIP>

If any of this information is inaccurate, please provide the correct information below:

Name:

Former Names (if any):

Address:

City, State, Zip:

You were employed as an hourly, non-exempt employee by Saks at one or more of its Saks Fifth Avenue stores in California between April 24, 2010 to ~~July 29, 2016~~ ("the Class Period"). During that time, you were paid wages in the total number of ~~<MERGED WW>~~ weeks. If any of this information is inaccurate, please provide documentation and a written explanation correcting the information you dispute. You must mail in your dispute and supporting documentation to the Settlement Administrator by []. If you fail to timely dispute your workweeks or timely submit supporting documentation, then your settlement payment will be based on Saks' records of your workweeks.

SECTION 2 This information is required to verify your identity and administer your settlement award:

Please provide the last four digits of your Social Security Number: _____

OR

Please provide your Employee Identification Number: _____

I understand that, by signing below, I hereby acknowledge and agree that Saks will, and authorize Saks to, disclose my full Social Security Number to the Claims Administrator to be used solely for the purpose of administering my settlement award.

If you agree with the information stated in Sections 1 and 2 above, please complete, sign and return this Claim Form. If you are disputing the information contained in Section 1 regarding your workweeks, you must timely complete, sign, and return this form, along with supporting documentation.

I further understand that, by signing below, I understand that I am releasing the "Released Parties" from the "Released Claims" as defined below and will be permanently barred from suing or otherwise making a claim against any of the Released Parties that is in any way related to the Released Claims. This is more completely set forth as follows:

I fully and finally release and discharge fully and finally release and discharge Saks & Company and the Released Parties from all wage-and-hour claims, demands, rights, liabilities, and causes of action of every nature and description whatsoever, known or unknown, arising prior to the date of Preliminary Approval of this Class Settlement Agreement, which were or could have been alleged in the Action for the Released Parties' alleged failure to pay overtime, minimum, and regular wages, provide meal and rest breaks, provide accurate wage statements, provide full and complete reimbursement of necessary business expenses, and pay wages in a timely manner,

including but not limited to the following: (1) any and all facts, transactions, events, policies, occurrences, acts, disclosures, statements, omissions, or failures to act which are or could be the basis of claims that Saks & Company failed to compensate Class Members for all hours worked in accordance with California law, the California Labor Code, the California Business and Professions Code, the Private Attorneys General Act ("PAGA"), the applicable Industrial Welfare Commission Orders, or in the case of Claimants who submit valid and timely Claim Forms, claims for violations of the Fair Labor Standards Act ("FLSA"), or any similar local, state or federal law, including claims: (a) that Saks & Company failed to pay all regular, minimum, and/or overtime wages due; (b) that Saks failed to pay all commissions owed or due; (c) that Saks & Company did not provide Class Members all meal periods required by California law; (d) that Saks & Company did not authorize and permit rest breaks required by California law; (e) that Saks & Company owes penalties (including, but not limited to, waiting time penalties), interest, restitution, attorneys' fees, or damages of any kind based on a failure to comply with any California wage-and-hour laws, at any time on or before the last day of the Class Period (whether based on California state wage-and-hour law or contract); (f) that Saks & Company did not provide Class Members with proper itemized pay statements as required by applicable laws; (g) that Saks & Company did not reimburse Class Members for all necessary business expenditures; and/or that (h) that Saks & Company did not pay all wages in a timely manner, including upon termination and during employment; (2) the causes of action asserted in the Action, including any and all claims for alleged failure to pay overtime, minimum wages, or regular wages, claims for alleged failure to compensate Class Members for all hours worked, claims for alleged failure to pay wages in a timely manner; claims for alleged failure to provide Class Members with proper itemized statements and/or to provide meal and rest breaks, claims for alleged failure to reimburse for all necessary business expenses, and, as related to the foregoing, for alleged unlawful, unfair, and/or fraudulent business practices under California Business and Professions Code § 17200, et seq.; and (3) any and all penalties pursuant to the Labor Code Private Attorney's General Act ("PAGA") of 2004.

Additionally, any Class Member who submits a Claim Form will be deemed to have opted into the action for purposes of the Fair Labor Standards Act (FLSA) and, as to those Class Members, the Released Claims include any claims such Class Members may have, based on the factual allegations set forth in the operative complaint, during the Class Period under the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq. as amended including, without limitation, The Portal to Portal Act of 1947, 29 U.S.C. §§ 251 et seq. Only those Class Members who also submit Claim Forms will be deemed to have opted into the Action for purposes of the Fair Labor Standards Act and thereby released and waived any of their claims during the Class Period under the Fair Labor Standards Act.

Therefore, I understand that by signing below, I have opted-in to the Lawsuit for purposes of the FLSA and that I am releasing and waiving any FLSA claims whether known or unknown, arising during the Class Period based on the claims related to the facts and claims asserted in the Lawsuit.

I further understand that the Released Claims include any claims as discussed in the above paragraphs that I do not know or suspect to exist in my favor at the time of the release that do arise, or could have arisen, out of the claims alleged in the Action, which, if known by me, might have affected my settlement with, and release of, the Released Parties or might have affected my decision not to object to this Settlement. With respect to the Released Claims, I expressly waive all rights under Section 1542 of the California Civil Code. Said Section reads as follows:

Section 1542. [General Release – Claims Extinguished.] A general release does not extend to claims 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 to him or her must have materially affected his or her settlement with the debtor.

I declare under penalty of perjury that I was employed by Saks as an hourly-paid, non-exempt employee during the period of April 24, 2010 through ~~July 29, 2013~~. I have reviewed the Class Notice and this form and consent to join the FLSA portion of this action and have the Named Plaintiff and Class Counsel represent me in this action pursuant to 29 U.S.C. § 216(b).

X

(Sign your name here)

Date

EXHIBIT E

Subject: NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

ATTENTION:

PLEASE READ THIS E-MAIL CAREFULLY AS IT RELATES TO A PROPOSED CLASS ACTION SETTLEMENT THAT MAY IMPACT YOUR RIGHTS.

Pursuant to the order of the Superior Court of the State of California, County of San Francisco, YOU ARE HEREBY NOTIFIED AS FOLLOWS:

A class action settlement has been reached between the parties in the lawsuit entitled *Nick Perez v. Saks & Company* (Case Number CGC-14-538900). The case is currently pending in the Superior Court of California, County of San Francisco, against Saks & Company ("Saks"), on behalf of a class consisting of all persons who are or were employed at any time between April 24, 2010 and July 29, 2016 ("the Class Period") as a non-exempt or hourly paid employee at one of Saks' California "Saks Fifth Avenue" stores.

You have received this e-mail because you are a current employee of Saks, and our records indicate that you were also employed as an hourly or non-exempt employee by Saks at one or more of its Saks Fifth Avenue stores in California during the Class Period and may be entitled to receive benefits from the Settlement that has been reached in *Perez v. Saks & Company*.

You should have received, or will shortly receive, a Notice of Proposed Class Action Settlement ("Notice") and Claim Form ("Claim Form"). *Due to an error which has now been corrected, you may receive a Corrected Notice and a Corrected Claim Form—if you receive a Corrected Notice and a Corrected Claim Form, then please disregard the previously received versions of the Notice and Claim Form and give your attention to the Corrected Notice and Corrected Claim Form.*

The Notice that you will receive contains important information about the case that has been settled, your rights, how you can receive monetary benefits from the Settlement, comment on the Settlement, or exclude yourself from the Settlement.

TO OBTAIN YOUR SETTLEMENT PAYMENT YOU MUST SUBMIT THE CLAIM FORM. You may obtain another copy of the Claim Form by contacting the third-party Claims Administrator:

[Admin Co]
[Admin Co. Address]
[Admin Co. Telephone] [Admin Co. Fax]

THE DEADLINE TO SUBMIT THE CLAIM FORM IS [REDACTED], 2016. THE CLAIM FORM MUST BE MAILED AND POSTMARKED NO LATER THAN [REDACTED], 2016.

SAKS WILL NOT RETALIATE AGAINST YOU IN ANY WAY FOR EXERCISING YOUR RIGHTS UNDER THE SETTLEMENT OR OBTAINING PAYMENT UNDER THE SETTLEMENT, AND THE CLAIMS ADMINISTRATOR, SIMPLURIS, INC., IS A NEUTRAL THIRD PARTY.

A standard-form copy of the Court-approved Notice is available at the Claims Administrator's website by clicking the following link or entering the following URL into your internet browser (please make sure to scroll down and select documents associated with this case—*Perez v. Saks & Company*): <http://www.simpluris.com/pages/case-info.aspx>

You may also obtain more information by inspecting the court files that are available online at the San Francisco Superior Court's Website at the following link or entering the following URL into your internet browser (please make sure to run a Case Number Query using the Case Number "CGC-14-538900" to obtain access to documents and information associated with this case—*Perez v. Saks & Company*): <http://www.sfsuperiorcourt.org/online-services>

If you have any questions or seek more information, you may contact the Claims Administrator (listed above).

Please do not telephone the Court for information regarding this Settlement or the Claims Process.