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*Attorneys for Defendant*

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

16 NICK PEREZ; individually, and on behalf  
of other members of the general public  
17 similarly situated;

18 Plaintiff,

19 vs.

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

21 Defendants.  
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Case No.: CGC-14-538900

**STIPULATION AMENDING THE CLASS  
ACTION SETTLEMENT AGREEMENT**

1 Plaintiff Nick Perez and Plaintiff (To Be Added by Amendment) Nina Shirazi  
2 (“Plaintiffs”) on one hand, and Defendant Saks & Company (“Defendant”) on the other hand,  
3 by and through their respective counsel of record (collectively the “Parties”), pursuant to §  
4 III.M of the Parties’ Stipulation and Settlement Agreement of Class Action Claims (“Settlement  
5 Agreement”), hereby amend the Settlement Agreement as follows and incorporate these  
6 changes in the Parties’ Stipulation and Settlement Agreement of Class Action Claims  
7 (“Settlement Agreement”) by this reference:

8 **1. § III.H.3.a. of the “Settlement Agreement” shall state:**

9 Notice By First-Class Mail. Within fifteen (15) business days after receiving  
10 the Database Report, the Claims Administrator shall send a copy of the  
11 Notice, together with a Claim Form and a pre-paid return envelope, to all  
12 Class Members via First Class regular U.S. mail, using the most current  
13 mailing address identified by reference to the Database Report, the National  
14 Change of Address (NCOA) database. and a single skip-trace using the  
15 Social Security Numbers of the Class Members. The Claim’s  
16 Administrator’s data for Class Members (shall be updated to reflect all  
17 updated information that is obtained through these efforts (“Updated Class  
18 Member Data”).

19  
20 **2. § III.H.3.b. of the Parties’ Settlement Agreement shall state:**

21 Reminder Postcard: Twenty (25) calendar days and Forty-Five calendar days after  
22 the Notice has been mailed, the Claims Administrator shall send a reminder postcard  
23 (attached hereto as Exhibit D) to those Class Members who have not yet: (i)  
24 submitted a valid Claim Form; (ii) submitted a valid and timely objection; or (iii)  
25 submitted a valid request for exclusion from the Settlement. The reminder postcard  
26 shall be mailed to the most current mailing address that is identified by reference to  
27 the Updated Class Member Data and the NCOA database. In turn, the Updated  
28 Class Member Data shall be further updated with the information that is obtained

1 through these efforts.

2  
3 **3. § III.H.3.c. of the Parties' Settlement Agreement shall state:**

4 Procedure For Undeliverable Notices and Claim Forms. Any Notices  
5 returned to the Claims Administrator as non-delivered before the Claim Date  
6 shall be sent to the forwarding address affixed thereto. If no forwarding  
7 address is provided, then the Claims Administrator shall promptly attempt to  
8 determine a correct address using manual, robust skip-tracing which utilizes  
9 the name, address, and Social Security Number of the individual involved (as  
10 reflected in the Updated Class Member Data), and shall then perform a single  
11 re-mailing. In turn, the Updated Class Member Data shall be further updated  
12 with the information that is obtained through these efforts. Those Class  
13 Members who receive a re-mailed Notice shall have their deadline for  
14 submitting a Claim Form, objecting to the Class Action Settlement, or  
15 requesting an Exclusion from the Class Action Settlement extended ten (10)  
16 calendar days from the date of re-mailing. In the event the procedures in this  
17 Paragraph are followed and the intended recipient of a Notice still does not  
18 receive the Notice and does not submit a timely and valid Claim Form, the  
19 intended recipient shall be a Settlement Class Member and will be bound by  
20 all terms of the Settlement and any Final Judgment entered by the Superior  
21 Court if the Settlement is approved by the Superior Court, but he or she will  
22 not receive a Settlement Award.

23  
24 **4. § III.H.5.a. of the Parties' Settlement Agreement shall state:**

25 Procedure for Objecting. The Class Notice shall instruct Class Members who  
26 wish to object to the settlement to mail a written statement of objection  
27 ("Notice of Objection") to the Claims Administrator no later than the  
28 Objection/Exclusion Deadline Date. Only Class Members who submit claims

1 (i.e., not Excluded Individuals) may object. The postmark date of the mailing  
2 shall be deemed the exclusive means for determining that a Notice of  
3 Objection is timely. The Notice of Objection must state the basis for the  
4 objection. Class Members who fail to timely make objections in advance of  
5 or at the Settlement Fairness Hearing shall be deemed to have waived any  
6 objections and shall be foreclosed from making any objection (whether by  
7 appeal or otherwise) to the Settlement Agreement. No later than fourteen (14)  
8 calendar days before the Settlement Fairness Hearing, the Claims  
9 Administrator shall provide counsel for the Parties with complete copies of  
10 all objections received, including the postmark dates for each objection.  
11

12 **5. § I.X. of the Parties' Settlement Agreement shall refer to:**

13 "Notice" means the Notice of Proposed Class Action Settlement and Final  
14 Approval Hearing, that the Court directs to be sent by first class U. S. mail to  
15 all Class Members, in a form to be agreed upon by the Parties, attached as  
16 "EXHIBIT 1" to the Parties' Stipulation Amending the Class Action  
17 Settlement Agreement.  
18

19 **6. Exhibit B (the Notice of Proposed Class Action Settlement and Final**  
20 **Approval Hearing or "Class Notice") to the Parties' Settlement Agreement:**

21 shall be replaced with the Revised Class Notice that is attached as "EXHIBIT 1"  
22 hereto.

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25 ///

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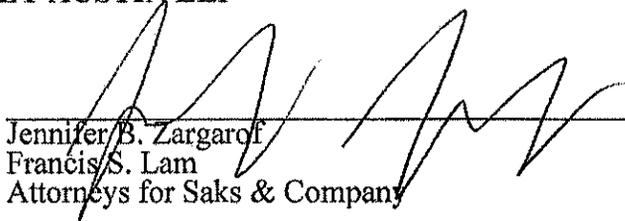
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1 THE PARTIES HAVE AGREED TO THE TERMS OF THIS AMENDMENT AND  
2 HAVE SIGNED BELOW THROUGH THEIR RESPECTIVE COUNSEL.

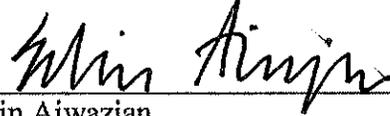
3 DATED: July 27, 2016 SIDLEY AUSTIN LLP

4  
5 By:

  
Jennifer B. Zargarof  
Francis S. Lam  
Attorneys for Saks & Company

6  
7 DATED: July 27, 2016 LAWYERS *for* JUSTICE, PC

8  
9 By:

  
Edwin Aiwazian  
Joanna Ghosh  
Attorneys for Plaintiff Nick Perez and  
Plaintiff (To Be Added by Amendment) Nina Shirazi

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## **EXHIBIT 1**

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

Nick Perez, individually and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

Saks & Company, an unknown business entity;  
and DOES 1 through 100, inclusive,

Defendants.

**Case No. CGC-14-538900**

**NOTICE OF PROPOSED CLASS ACTION  
SETTLEMENT AND FINAL APPROVAL  
HEARING**

**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 are 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 [date of preliminary approval].

Based on the information provided by Saks & Company ("Saks"), in connection with the lawsuit entitled *Nick Perez v. Saks & Company* in the Superior Court of the State of California, 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 [date of preliminary approval], the Court ordered that this Notice be mailed to you regarding the proposed Settlement. Because your rights may be affected by the proposed Settlement, it is extremely important that you read this Notice 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 [date of preliminary approval] (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 [redacted], 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 alleged 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 [date of preliminary approval] 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’s 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, as well as actual costs and expenses in an amount not to exceed the sum of \$125,000 less the Claims Administration Costs, Incentive Awards to Class Representatives, and PAGA Payment, to be paid from the Total Maximum Potential Settlement.
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 seventeen thousand six hundred and ninety-nine dollars (\$17,699) 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, and will be paid from the Total Maximum Potential Settlement. Any additional costs may be awarded by the Court to the Claims Administrator with a showing of good cause by the Claims Administrator.
7. Saks shall pay at least sixty-five percent (65%) of the Gross Settlement Fund. Should the total amount of all unclaimed Gross Settlement Awards exceed thirty-five percent (35%) of the Gross Settlement Fund, any such amount greater than thirty-five percent (35%) of the Gross Settlement Fund shall be re-distributed to all Claimants.

#### **IV. WHAT TO DO IN RESPONSE TO THIS NOTICE?**

**To participate in this Settlement and 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 participate in this Settlement and receive your Settlement Award, you must submit a timely and valid Claim Form. To submit a timely and valid Claim Form, you must mail the Claim Form (enclosed herewith) to the Claims Administrator at [ENTER NAME AND ADDRESS] no later than seventy (70) days after the date the Notice is mailed (judged by the postmark date) by the Claims Administrator. 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 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 the workweeks set forth in the Claim Form, then you must mail in your dispute and supporting documentation to the Settlement Administrator by [date 70 days from mailing of notice]. 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 [ENTER NAME AND ADDRESS] no later than seventy (70) days after the date the Notice is mailed (judged by the postmark date) by the Claims Administrator. 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 \_\_\_\_\_, 2016 before the Honorable \_\_\_\_\_, Judge of the San Francisco Superior Court, Department \_\_\_\_\_, 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 [ENTER ADDRESS]; (3) be postmarked no later than seventy (70) days after the date the Notice is mailed (judged by the postmark date) by the Claims Administrator.

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 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 \_\_\_\_\_, 2016 at \_\_\_\_\_ in Department \_\_\_\_\_ 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 relevant Court files on the **Settlement Website at [insert settlement website address]** or at the San Francisco Superior Court, 400 McAllister Street, San Francisco, California 94102 during regular court hours. Any motions for Class Counsel's Fees and Costs Award and incentive payments to the Plaintiffs will be posted to the Settlement Website within \_\_\_\_\_ days of the mailing of this Notice. **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:

[Claims Administrator]

[Address]

[Telephone number] [Fax]