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8 AMELIA PERRYMAN

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF ALAMEDA
11

12 AMELIA PERRYMAN, on behalf of herself, all
13 others similarly situated,

14 Plaintiff,

15 v.

16 LUSH COSMETICS LLC., a Delaware limited
17 liability company; and DOES 1 through 50,
inclusive,

18 Defendants.
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20
21
22

CASE NO. RG19008535

Assigned for All Purposes to the Honorable
Michael Markman, Department 23

**DECLARATION OF SHAUN SETAREH
IN SUPPORT OF PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND AWARD
OF SETTLEMENT ADMINISTRATION
COSTS AND APPLICATION FOR
AWARD OF ATTORNEYS' FEES AND
COSTS AND CLASS REPRESENTATIVE
PAYMENT**

Date: December 12, 2024

Time: 10:00 a.m.

Place: Department 23

Action Filed: February 27, 2019

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1 California Supreme Court, I received the California Lawyer of the Year or “CLAY” award from
2 the Daily Journal for my work on the case.

3 b. *Allen v. Labor Ready Southwest, Inc.* (Cal.App. 2 Dist., 2013) 2013 WL 1910293
4 (reversing an Order from the Superior Court of Los Angeles County compelling Plaintiff’s
5 claims to arbitration, finding that defendant waived the right to compel arbitration by litigating
6 the merits of Plaintiff’s arbitrable federal and state claims).

7 c. *LaCour vs. Marshalls of CA, LLC et al.*, 94 Cal. App. 5th 1172, 313 Cal. Rptr.
8 3d 77 (2023) (Court of Appeal reversed the trial court’s order granting Defendants’ Motion for
9 Judgment on the Pleadings in a representative PAGA action).

10 *Ninth Circuit Decisions*

11 d. *Troester v. Starbucks Corp.*, 738 Fed. Appx. 562 (9th Cir. 2018) (Ninth Circuit
12 opinion following the California Supreme Court answering the Ninth Circuit’s certified
13 question).

14 e. *Gilberg v. California Check Cashing Stores, LLC*, 913 F.3d 1169 (9th Cir. 2019)
15 (vacated district court’s summary judgment in favor of Defendants and remanded for further
16 proceedings, holding that Defendants’ Fair Credit Reporting Act disclosure form lacked sufficient
17 clarity in a published opinion).

18 f. *Ortiz v. Randstad Inhouse Services, LLC et al.*, 2024 WL 1070823 (9th Cir.
19 2024) (Ninth Circuit held that warehouse workers are covered by the Federal Arbitration Act’s
20 transportation worker exception and affirmed the District Court’s order denying Defendants’
21 Motion to Compel Arbitration in a wage and hour class action).

22 g. *Rodriguez v. U.S. Healthworks*, 813 Fed.Appx. 315 (9th Cir. 2020) (reversed
23 district court’s summary judgement in favor of Defendants with instructions to remand the action
24 to state court).

25 h. *Harris v. KM Industrial, Inc.*, 980 F.3d 694 (9th Cir. November 13, 2020)
26 (affirmed the district court’s granting of Plaintiff’s motion to remand, holding in a published
27 opinion that Defendants had failed to establish by a preponderance of the evidence that the
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1 amount in controversy exceeded \$5 million as required under the Class Action Fairness Act for
2 removal).

3 i. *Parsittie v. Schneider Logistics, Inc. et al.*, Case No. 20-55470 (9th Cir. June 9,
4 2021) (reversed the district court's dismissal of Plaintiff's meal and rest break claims, holding
5 that Plaintiff's security check allegations were sufficient to state a claim for break-time violations
6 and remanding for further proceedings).

7 j. *Ahlstrom v. DHI Mortg. Co., Ltd., L.P.*, 21 F.4th 631 (9th Cir. December 29,
8 2021) (reversed the district court's ruling compelling claims to arbitration, holding that parties
9 cannot delegate issues of formation of an arbitration agreement to the arbitrator for
10 determination).

11 k. *Allen v. Bedolla*, 787 F.3d 1218 (9th Cir. June 2, 2015) (affirming the district
12 court's Order denying objector's motion to intervene and remanding to the district court where
13 settlement was granted final approval. Final approval was upheld on a subsequent appeal in the
14 9th Cir. [*see Bedolla v. Allen*, 736 Fed.Appx. 614 (9th Cir. May 18, 2018)]).

15 **Class Counsel Appointments.** The following is a sampling of class actions in which the Setareh
16 Law Group and I have been appointed as class counsel:

17 ***Federal Cases***

18 l. *Cerdenia v. USA Truck, Inc.*, U.S. District Court, Central District of California,
19 Case No. 10-CV-1489-JVS (granted final approval in an action on behalf of truck drivers for
20 meal and rest period violations, off-the-clock pre- and post-shift work, and unauthorized wage
21 deductions).

22 m. *Fronza v. Staffmark*, U.S. District Court, Northern District of California, Case
23 No. 15-CV-02315-MEJ (granted final approval in a case involving alleged uncompensated
24 security checks for warehouse workers).

25 n. *Garcia v. Am. Gen. Fin. Mgmt. Corp.*, U.S. District Court, Central District of
26 California, Case No. 09-CV-1916 (granted final approval in a case filed on behalf of account
27 managers in case involving, among other things, alleged overtime miscalculations and meal and
28 rest period violations).

1 o. *Jones v. Shred-It USA, Inc.*, U.S. District Court, Central District of California,
2 Case No. 11-CV-00526 (granted final approval in a case brought on behalf of customer service
3 representatives and balers for alleged off-the-clock work and meal and rest period violations).

4 p. *O'Neill v. Genesis Logistics, Inc.*, U.S. District Court, Northern District of
5 California, Case No. 08-CV-4707 (granted final approval in a case involving claims for failure to
6 provide meal periods to employees who worked as drivers delivering goods to 7-11 stores
7 throughout California and failure to pay final wages in a timely manner to terminated
8 employees).

9 q. *Padilla v. UPS*, U.S. District Court, Central District of California, Case No. 08-
10 CV-1590 (granted final approval in a case involving claims for failure to provide meal periods to
11 part time employees engaged in sort operations and failure to pay final wages in a timely manner
12 to terminated employees).

13 r. *Pitre v. Wal-Mart Stores, Inc.*, U.S. District Court, Central District of California,
14 Case No. 17-cv-01281-DOC (granting class certification in a highly contested Action against
15 Wal-Mart for a class of almost 5,000,000 in a Fair Credit Reporting Act action).

16 s. *Utne v. Home Depot U.S.A., Inc.*, U.S. District Court, Northern District of
17 California, Case No. 16-cv-01854-RS (granting class certification in a highly contested Action
18 against Home Depot in connection with uncompensated off-the-clock work occurring at the start
19 of all employee shifts and at the end of closing shifts).

20 t. *Vang v. Burlington Coat Factory Warehouse Corp.*, U.S. District Court, Central
21 District of California Case No. 09-CV-8061 (granted final approval in a case involving, among
22 other things, vacation pay forfeitures, failures to provide meal and rest periods, and failures to
23 pay overtime wages based on employee misclassification).

24 u. *Wilson v. TE Connectivity*, Northern District of California Case No. 3:14-cv-
25 04872-EDL (granted class certification through contested motion in case on behalf of
26 manufacturing facility employees subject to auto-deduction of meal breaks).

State Cases

v. *Sandoval v. Rite Aid Corp.*, Los Angeles County Superior Court, Case No. BC431249 (granted class certification through contested motion in case on behalf of former pharmacy employees based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted final approval of class action settlement).

w. *Valencia v. SCIS Air Security Corp.*, Los Angeles Superior Court, Case No. BC421485 (granted class certification through contested motion in case on behalf of former security workers based on late final wage payments in violation of Labor Code §§ 201–203; subsequently granted preliminary approval of proposed class action settlement).

6. As the above shows, the Setareh Law Group and I have substantial experience in wage-and-hour class action litigation, including actions alleging failure to provide meal and/or rest periods, failure to pay wages, failure to provide accurate wage statements, failure to provide timely final wage payments, and other related claims. We are knowledgeable about the applicable law and have worked diligently to investigate and identify the potential claims in this action. I will continue to commit my firm’s resources to further the interests of the Class. Setareh Law Group and I have no known conflicts of interest with Plaintiff or with absent Class Members.

7. My firm has been actively involved in this litigation at all points since the pre-filing investigation of Plaintiff’s claims and the filing of the initial Complaint in this action. This involvement has included, but has not been limited to: extensive conversations with Plaintiff; actively participating in all aspects of the action with respect to the preparation of the complaint, the discovery processes, engaging in the Belaire West notice process, opposing the motion to compel arbitration, deposing Defendant, defending the deposition of Plaintiff, briefing the motion for class certification, speaking with putative class members and obtaining declarations, the mediation and settlement negotiation processes (including the preparation of a detailed mediation brief, the informal exchange of payroll records and employment policies ahead of the 2 mediations and review of the same; an analysis of the produced data with respect to potential damages and penalties in preparation for mediation; review of records establishing average pay throughout the Class Period; and other documents relevant to the litigation, attending the two full day mediation sessions and negotiating the final Settlement); numerous intra-office

discussions with my colleagues as well as communications with defense counsel; development of liability exposure models; preparation of the motion for preliminary approval of class action settlement, preparation of the supplemental briefing in support of the motion for preliminary approval of class action settlement and preparation of the motion for final approval of class action settlement. As a result of this extensive involvement, and my extensive experience in employment class action litigations, the Settlement in this case reflects a fair, adequate, and reasonable compromise of disputed Wage and Hour claims in view of Defendant's potential liability exposure as compared against the risks of continued litigation.

8. I am the owner and managing attorney of Setareh Law Group. All strategic decisions regarding the selection of clients to represent and the major strategic decisions for each client fall to me to make or approve. I bear all of the risk associated with the operation of a law firm. As a result, my scope of responsibility is substantially greater than an attorney of equal years of experience who does not bear these additional obligations.

PROCEDURAL HISTORY

9. On February 27, 2019, Plaintiff commenced this Action by filing a class action Complaint in Alameda Superior Court alleging causes of action against Defendant for: 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay hourly wages; 4) Failure to indemnify employees under Labor Code section 2802; 5) Failure to provide accurate written wage statements; 6) Failure to timely pay all final wages; and 7) violation of the Unfair Competition Law (“UCL”). On May 2, 2019, Plaintiff filed a First Amended Complaint adding a cause of action under PAGA. Defendant denies the allegations in the operative Complaint, denies any failure to comply with the laws identified in the operative Complaint and denies any and all liability for the causes of action alleged. Settlement ¶ 2.1.

10. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to the LWDA by sending the PAGA Notice. *Id.* ¶ 2.2.

11. On April 30, 2019, Lush filed a motion to compel arbitration. Based on the plain language of the arbitration agreement, the Unfair Competition Law (“UCL”) claim was not arbitrable. However, Lush argued that because of the class action waiver in the arbitration agreement, the UCL claim could

1 only be pursued on an individual basis in court. On July 2, 2019, this Court granted the motion to compel
2 arbitration but held that the class action waiver did not apply outside the arbitration context. Plaintiff
3 proceeded to arbitration but dismissed the arbitration on January 30, 2020. On July 23, 2020, Plaintiff
4 filed a request for dismissal of the non-UCL and non-PAGA claims, resulting in only the PAGA and
5 UCL causes of action remaining in the case.

6 12. Plaintiff filed a motion for class certification which Defendant opposed. On July 29,
7 2022, the Court certified a UCL class of all non-exempt employees who worked for Lush in
8 California retail stores between February 27, 2015, and the date of class certification. The class
9 was certified for purposes of Plaintiff's UCL claims based on allegations that Defendant did not
10 pay all wages owed class members based on an allegedly unlawful rounding policy and based on
11 alleged unpaid time spent logging in to the electronic timekeeping system, that Defendant failed
12 to provide class members with compliant meal periods, that Defendant had a policy of not paying
13 meal period premiums, and that Defendant had a policy of not paying rest period premiums
14 (injunctive relief only). Defendant represents that there are a total of approximately 4,811 class
15 members in the certified class. ¶ 2.5.

16 13. The Parties, Class Counsel and Defense Counsel represent that they are not aware of
17 any other pending matter or action asserting claims that will be extinguished or affected by the
18 Settlement. *Id.* ¶ 2.6.

19 DISCOVERY

20 14. Plaintiff and Defendant engaged extensively in formal and informal discovery prior to
21 resolving the Action. Both sides propounded and responded to written discovery. The parties engaged in
22 the Belaire West notice process. Notice was sent out and Plaintiff's counsel ultimately received names
23 and contact data for 3,031 persons who did not object. Plaintiff conducted interviews with many of
24 the putative class members regarding their experiences at Lush and obtained a number of declarations in
25 support of Plaintiff's motion for class certification. From the data and other documents obtained from
26 Defendant pertaining to the Class and Defendant's policies, Plaintiff's expert was able to analyze the data
27 sampling, and Plaintiff was then able to thoroughly assess the merits of each claim. During this litigation,
28 Plaintiff obtained, through formal and informal discovery, Defendant's policies, written discovery

1 responses, Plaintiff's time and pay records and personnel file and sample time and pay records.
2 Plaintiff also took the deposition of Defendant and Defendant took the deposition of Plaintiff.
3 Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v.*
4 *Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.*
5 (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

6 **MEDIATION**

7 15. On September 30, 2021, the Parties participated in an all-day mediation presided over
8 by Hon. Ronald Sabraw (Ret.). The matter did not settle following the first mediation. On February
9 28, 2023, the Parties participated in a second all-day mediation session, this time presided over by
10 Daniel J. Turner. The matter did not settle at the second mediation. The parties continued their
11 settlement discussions, which led to the Agreement to settle the Action. (Settlement, ¶ 2.3.) Each of
12 the Parties, represented by its respective counsel, recognized the risk of an adverse result in the Action.
13 The Parties reached this settlement only after they conducted extensive and protracted arm's-length
14 negotiations through two experienced and knowledgeable mediators, Hon. Ronald Sabraw (Ret.) and
15 Daniel J. Turner. The Parties have not engaged in any collusion or improper negotiations. Plaintiff and
16 Defendant do not have any agreements regarding the proposed Settlement that are not reflected in the
17 Settlement.

18 16. All Parties, represented by their respective counsel, recognized the substantial risk of an
19 adverse result in the Action. The parties reached agreement on a class-wide settlement after good-faith
20 and arms-length negotiations. The Parties agreed to avoid further litigation by settling and resolving all
21 claims alleged against Defendant. Counsel believes the proposed settlement is fair, reasonable, and
22 adequate in light of the complexities of the case, the uncertainties of further litigation, and that it represents
23 a fair and reasonable recovery for the Settlement Class. The Parties have not engaged in any collusion or
24 improper negotiations. The Parties do not have any agreements regarding the proposed Settlement that
25 are not reflected in the Settlement. I believe that the Settlement is in the best interest of the class members
26 based on this firm's investigation and discovery, my detailed understanding of the issues raised, and the
27 outcome of extensive settlement negotiations facilitated by two experienced and knowledgeable
28 mediators. My firm balanced the Settlement against the probable outcome of liability, the range of

1 recovery at trial, the risks of losing a motion for class decertification, losing at trial, or not recovering as
2 much as provided by the proposed Settlement (including recovering nothing from Defendant even they
3 were found liable), as well as the difficulties and complexity of the litigation, the lengthy process of
4 litigating to judgment, and the various possible delays and appeals.

5 17. At the time of mediation, Defendant provided certain data points that included payroll
6 data for the putative class during the relevant class period. This enabled Plaintiff's damages expert
7 to review the data and to prepare a comprehensive damage analysis for the purposes of mediation.

8 18. The Motion for Preliminary Approval of Class Action Settlement was filed on April
9 22, 2024.

10 19. On July 11, 2024, Plaintiff filed supplemental briefing in support of the motion for
11 preliminary approval, including the declaration of Thomas Segal with the revised settlement
12 agreement and class notice. The Amended Settlement Agreement is attached hereto as Exhibit A.

13 20. On June 11, 2024, the Court granted preliminary approval of the Settlement and directed
14 that notice be sent to the class.

15 21. On July 23, 2024, the Court signed the Second Amended Order granting preliminary
16 approval of the Settlement.

17 *Risks of Continued Litigation*

18 22. For those claims that are certified for class treatment, Plaintiff must prevail at a trial on the
19 merits, and prove that Plaintiff and other workers were not paid for all hours worked.

20 23. With respect to the claims asserted on behalf of the Settlement Class in this case, there are
21 significant risks that support the reduced compromise amount. These risks include, but are not limited to,
22 the following:

23 (i) The risk that Plaintiff would be unable to establish liability for allegedly unpaid straight
24 time and/or overtime wages based on the alleged unlawful rounding policy and/or the theory that class
25 members were not paid for time spent logging into the electronic timekeeping system to "clock in." See
26 *Duran v. U.S. Bank Nat'l Ass'n* (2014) 59 Cal.4th 1, 39 & fn. 33 ("*Duran*"), citing *Dilts v. Penske*
27 *Logistics, LLC* (S.D. Cal. 2014) 2014 WL 205039 (dismissing certified off-the-clock claims based on
28 proof at trial).

1 (ii) The risk that Plaintiff would not be able to prove liability for alleged failure to provide
2 compliant meal periods and rest breaks; or that to establish liability for the failure to provide compliant
3 meal periods and rest breaks would require an individualized inquiry that would prevent these issues from
4 being resolved on a class and/or collective basis. Defendant alleges that most employees took compliant
5 meal periods or voluntarily chose to skip their meal period or to take short or late meal periods, and that
6 in order to prove whether each employee was prevented from taking a compliant meal period would
7 require an individualized inquiry that would prevent this issue from being resolved on a class and/or
8 collective basis.

9 (iii) The risk that Plaintiff would not be able to maintain class certification, as occurred in
10 *Duran. Duran*, 59 Cal.4th at 14 & fn. 28 (citing Court of Appeal decisions favorable on class certification
11 issue without expressing opinion as to ultimate viability of proposition). Defendant has contended, for
12 example, that it did not have a purported policy of not paying required compensation, but rather a policy
13 of paying compensation and of requiring employees to report any unpaid compensable time, and that any
14 failures to report by employees cannot be legally charged to Defendant and, in any event, involve such
15 highly individualized circumstances as to prevent class and collective certification should this case be
16 litigated. *See, e.g., Morillion v. Royal Packing Co.* (2000) 22 Cal.4th 575, 585 (employer not required to
17 pay employees for time spent performing work of which the employer had no knowledge).

18 (iv) For the same reasons, liability, damages recovery, and certification risks are heightened
19 given: (1) the risk that individual differences between settlement Class Members could be construed as
20 pertaining to liability, and not solely to damages, *see, Duran*, 59 Cal.4th at 19; and (2) the risk that class
21 or collective treatment could be deemed improper as to one or more claims except for settlement purposes.

22 (v) The risk that any civil penalties award under PAGA could be reduced by the Court in its
23 discretion, which would materially impact the recovery by the Class. *See* Labor Code section 2699(e)(1).

24 (vi) The risk that lengthy appellate litigation could ensue as to both liability and certification
25 issues, with associated litigation risk and costs, further enhances the value of a confirmed settlement as
26 opposed to unpredictable litigation.

27 (vii) Although the PAGA penalties calculated by Plaintiff's expert amounts to an extravagant
28 \$93,208,378, that amount is not likely to bear fruit in this case. Most significantly, the ultimate decision

1 as to the amount of penalties is always up to the discretion of the Court. Labor Code § 2699(e)(2) states:
2 “In any action by an aggrieved employee seeking recovery of a civil penalty available under subdivision
3 (a) or (f), a court may award a lesser amount than the maximum civil penalty amount specified by this
4 part if, based on the facts and circumstances of the particular case, to do otherwise would result in an
5 award that is unjust, arbitrary and oppressive, or confiscatory.” Subdivision (a) states, “Notwithstanding
6 any other provision of law, any provision of this code that provides for a civil penalty to be assessed and
7 collected by the Labor and Workforce Development Agency or any of its departments, divisions,
8 commissions, boards, agencies, or employees, for a violation of this code, may, as an alternative, be
9 recovered through a civil action brought by an aggrieved employee on behalf of himself or herself and
10 other current or former employees pursuant to the procedures specified in Section 2699.3.” Subdivision
11 (f) specifies the penalties in instances where the underlying statute does not specify any civil penalty. In
12 other words, where the facts and circumstances of the particular case demonstrate that an unreduced award
13 would be “unjust, arbitrary and oppressive, or confiscatory,” the court (or arbitrator) may reduce the award
14 so as to ameliorate any such finding.

15 24. In these respects, Defendant strongly denies any liability and the propriety of class
16 certification for any reason other than settlement. Continued litigation of this lawsuit presented Plaintiff
17 and Defendant with substantial legal risks that were (and continue to be) very difficult to assess.

18 25. In light of the uncertainties of protracted litigation, the Settlement amount reflects a fair
19 and reasonable recovery for the Class Members. The Settlement amount is, of course, a compromise
20 figure. By necessity, it took into account risks related to liability, damages, class action certification, and
21 all the defenses asserted by Defendant as to all such matters. Moreover, each settlement Class Member
22 will be given the opportunity to opt out of the Settlement, allowing those who feel they have claims that
23 are greater than the benefits they can receive under this Settlement to pursue their own claims.

24 26. Although Defendant contends they have no liability in this case, Plaintiff’s Counsel
25 believes that the Settlement represents a fair, reasonable, and adequate settlement given the respective
26 risks associated with the Action.

27 27. Each of these factors bore heavily on the negotiations leading to the Settlement. In view
28 of these risks, the Settlement reflects a fair, adequate, and reasonable compromise amount for these

1 claims and warrants final approval. Indeed, while the risks listed herein are far from exhaustive, they
2 show that the Settlement is fair, adequate, and reasonable in view of them.

3 ***Reasonableness of Requested Fees and Costs***

4 28. Plaintiff's request for litigation costs of \$27,084.91 is fair and reasonable and, less than
5 the \$45,000 amount allowed under the Settlement Agreement. Attached hereto as **Exhibit B** is a
6 spreadsheet setting forth the costs of \$27,084.91 already incurred in this litigation, including filing fees,
7 expert fees and mediation fees. Thus, Plaintiff reasonably requests reimbursement of \$27,084.91.

8 29. Class Counsel requests attorneys' fees of \$599,999.99 (33.33% of the Gross Settlement
9 Amount) as provided under the Settlement Agreement. In view of Class Counsel's efforts and risks in
10 pursuing this case, and the expenses incurred in vigorously litigating these claims, these amounts are well
11 within the range of reasonableness and thus warrant final approval. Indeed, as Class Counsel in
12 numerous class actions, I have routinely been awarded fees amounting to approximately one-third of the
13 settlement fund. These cases include, but are not limited to: *O'Brien v. Optima Network Services, Inc.*,
14 San Bernardino County Superior Court, Case No. CIVRS1107056 (one-third of fund); *Noyd v. The*
15 *Cristcat Group, et al.*, Los Angeles County Superior Court, Case No. BC439558 (one-third of fund);
16 *Perez v. Southwest Dealer Services, Inc.*, Los Angeles County Superior Court, Case No. BC439253
17 (one-third of fund); *Alvarez v. Gary Grace Enterprises, LP*, Marin County Superior Court, Case No.
18 CIV1002553 (one-third of fund); *Calderon v. Greatcall, Inc.*, San Diego Superior Court, Case No. 37-
19 2010-00093743-CU-OE-CTL (one-third of fund); *Butler v. Lexxiom, Inc.*, San Bernardino County
20 Superior Court, Case No. CIVRS1001579 (one-third of fund); *Huynh v. Carefusion Resources, LLC, et*
21 *al*, San Diego County Superior Court, Case No. 37-2009-00103277-CU-OE-CTL (one-third of fund);
22 *Stucker v. L'Oreal USA S/D, Inc.*, Los Angeles County Superior Court, Case No. BC456080 (one-third
23 of fund); *Sandoval v. Thrifty Payless, Inc.*, Los Angeles County Superior Court, Case No. BC431249
24 (one-third of fund); *Tucker v. Maly's West, Inc.*, Los Angeles County Superior Court, Case No.
25 BC483920 (one-third of fund); *Tiwari v. Merrill's Packaging*, San Mateo Superior Court, Case No.
26 519070 (one-third of fund); *Montgomery v. Del Monte Corp., et al*, Kings County Case No. 13C0204
27 (one-third of fund).

28 30. Setareh Law Group has done extensive work in connection with this case, including but

1 not limited to: conducting the initial investigation of the case and developing the facts and theories
2 regarding wage and hour claims, filing of the complaint, opposing the motion to compel arbitration,
3 conducting formal and informal discovery, reviewing documents obtained in discovery, filing an
4 amended complaint, engaging in the Belaire West notice process, interviewing many putative class
5 members, obtaining declarations in support of Plaintiff's motion for class certification, filing the motions
6 for class certification, deposing Defendant, defending the deposition of Plaintiff, conducting a review of
7 the record and preparing a thorough mediation brief and damages analysis in preparation for mediation,
8 preparing for and attending a second mediations, attending hearings, engaging in contentious arm's-
9 length negotiation at the mediations, and working with Defendant to prepare the Settlement Agreement,
10 related forms, supplemental briefing and approval motions.

11 31. Setareh Law Group prosecuted this matter on a contingent basis meaning that if the case
12 was unsuccessful, the firm would have received no compensation or reimbursement of costs. The time
13 spent on the litigation took a considerable amount of time and effort that could have been spent on other
14 fee-generating work.

15 32. I have reviewed the work performed on the case and the billing entered by the attorneys
16 working on this case at my firm. The table below includes a summary of all the hours worked. My
17 firm's lodestar is currently **\$477,763.75**, which requires a multiplier of 1.25 to reach the \$599,999.99
18 amount Plaintiff is seeking for attorneys fees. A multiplier range of 1 to 4 is commonly found to be
19 appropriate in complex class action cases. *See, e.g., Vizcaino v. Microsoft Corp.* (9th Cir. 2002) 290 F.3d
20 1043, 1051 n.6. I have routinely been awarded fees within this range in similar complex class actions
21 including, but not limited to: *Valadez v. Stater Bros. Markets*, San Bernardino Superior Court, Case No.
22 CIVDS1701283 (3.07 multiplier); *Emetoh v. FedEx Freight, Inc.*, Northern District of California, Case
23 No. 17-cv-7272-YGR (2.79 multiplier); *Johnson v. Greenpeace, Inc.*, Los Angeles Superior Court, Case
24 No. BC700130 (2.46 multiplier); *Rosales v. Loomis Armored US, LLC*, Santa Clara Superior Court, Case
25 No. 18CV326826 (2.38 multiplier); *Arroyo v. J.R. Simplot Company*, Santa Clara Superior Court, Case
26 No. 18CV335800 (2.37 multiplier).

27 33. Looking at the work of attorneys for Plaintiff in this matter (*and excluding paralegals*),
28 the lodestar all firm attorneys involved in this matter is estimated to be as follows:

Attorney	Bar Year	Hourly Rate	Hours Billed	Total Billed
Shaun Setareh	1999	\$1,150.00	138.25	\$158,987.50
Thomas Segal	2002	\$950.00	221.5	\$210,425.00
William M. Pao	2002	\$950.00	4.25	\$4,037.50
Farrah Grant	2013	\$650.00	135.8	\$88,270
Ashley Batiste	2017	\$425.00	7.1	\$3,017.50
Robert A. Lopez	2017	\$425.00	1.3	\$552.50
Nolan Dilts	2019	\$350.00	3.25	\$1,137.50
Shane Farley	2021	\$325.00	8.25	\$2,681.25
Tyson Gibb	2021	\$325.00	2.5	\$812.50
Maxim Gorbunov	2021	\$325.00	.9	\$292.50
Brian Louis	2023	\$250	30.2	\$7,550.00
Total			553.3	\$477,763.75
Fees Sought				\$599,999.99

34. Plaintiff's counsel will incur approximately 3 additional hours in preparing for the final approval hearing, appearing at the final approval hearing, communicating with class members, and communicating with the Settlement Administrator.

35. The hours billed represent time spent on tasks that were essential to litigation and settlement. The standard hourly rates for Class Counsel – ranging from \$250 to \$1,150 for attorneys – are reasonable. Class Counsel's rates are in line with those charged by experienced class action lawyers who practice on a national scale and within the range of those approved by other courts in similar circumstances. *See, e.g., Spano v. Boeing Co.*, No. 06-CV-743-NJR-DGW, 2016 WL 3791123, at *3 (S.D. Ill. Mar. 31, 2016) (approving hourly rates of \$460 to \$998 for attorneys, \$309 for paralegals, and \$190 for legal assistants). The 2022-2023 Adjusted Laffey Matrix states that an attorney with 20 years of experience can reasonably charge \$997 per hour. <http://www.laffeymatrix.com/see.html>. However, that rate is derived from the Washington, D.C. area and requires a costs of living correction for Los Angeles. Using federal statistics for average attorney salaries, attorney pay is 4.9% lower in metro Los Angeles, compared to the metro Washington, D.C. area, indicating a 4.9% downward adjustment to the Laffey Matrix is appropriate. [https://www.bls.gov/oes/current/oes231011.htm#\(9\)](https://www.bls.gov/oes/current/oes231011.htm#(9)). Applying an

adjustment factor of -4.9%, the locality corrected Adjusted Laffey Matrix hourly rate for attorneys with 20 years of experience is \$980.44.¹

36. It is only fair that every class member who benefits from the settlement pay his or her *pro rata* share of attorney's fees, and Plaintiff's request for fees here means that Class Counsel seek an amount of fees less than the amount Class Counsel would likely receive if they represented each class member individually. Typical contingent fee contracts of plaintiffs' counsel provide for attorney's fees of about 40% of any recovery obtained for a client.

Reasonableness of Class Representative Enhancement Award

37. Plaintiff contributed significantly to the prosecution and ultimate success of this litigation. The requested service award of \$10,000 to Plaintiff Amelia Perryman is warranted. Plaintiff spent considerable time speaking with her counsel, gathering documents, responding to discovery, being deposed, participating in discussions regarding settlement, and reviewing the Settlement. Plaintiff also took on the risk of facing intrusive discovery, facing a potential costs award, and the risk that being involved in litigation would be viewed unfavorably by potential employers.

38. Based on my extensive experience as plaintiffs' counsel in similar class actions, the proposed incentive award is reasonable.

Reasonableness of Settlement Administrator Costs

39. Finally, in my experience as plaintiffs' counsel in similar wage and hour class actions

¹ The full 2022-2023 Adjusted Laffey Matrix provides for the following hourly rates for paralegals/law clerks and attorneys falling into various ranges of years of experience:

Year	Adj. Factor	Paralegal Clerk	1-3	4-7	8-10	11-19	20
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997

Applying the -4.9% locality adjustment to those rates, the Los Angeles rates for the Adjusted Laffey Matrix are as follows:

Year	Adj. Factor	Paralegal Clerk	1-3	4-7	8-10	11-19	20
6/01/22- 5/31/23	0.951	\$213.98	\$392.76	\$483.11	\$697.08	\$788.38	\$948.15

1 with similar numbers of class members, the \$29,400 in administrative costs for ILYM Group, Inc. is a
2 fair, adequate, and reasonable amount for settlement administration costs in this case.

3 I declare under the penalty of perjury of the laws of the State of California that the foregoing is
4 true and correct to the best of my knowledge. Executed November 11, 2024, in Beverly Hills,
5 California.

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7 ID CtW9e8HKwSu4iuuGfwZXQGaX

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EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (AMENDED)

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Amelia Perryman (“Plaintiff”) and defendant Lush Handmade Cosmetics LLC (“Defendant”). The Agreement refers to Plaintiff and Defendant collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendant captioned: *Amelia Perryman v. Lush Cosmetics LLC*, initiated on February 27, 2019, and pending in Superior Court of the State of California, County of Alameda, Case No. RG19008535.
- 1.2. “Administrator” means ILYM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4. “Aggrieved Employees” means all non-exempt employees of Defendant who were employed as hourly non-exempt employees in California during the PAGA period.
- 1.5. “Class” means all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees during the Class Period.
- 1.6. “Class Counsel” means Shaun Setareh, Thomas Segal and Farrah Grant of Setareh Law Group.
- 1.7. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8. “Class Data” means Class Member identifying information in Defendant’s possession including the Class Member’s and/or Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.
- 1.9. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the

National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12. “Class Period” means the period from February 27, 2015, to July 29, 2022.
- 1.13. “Class Representative” means the Plaintiff in the operative Complaint in the Action, Amelia Perryman, seeking Court approval to serve as a Class Representative.
- 1.14. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15. “Class Workweeks” means any workweek during which a Class Member worked for Defendant for at least one day during the Class Period.
- 1.16. “Court” means the Superior Court of California, County of Alameda.
- 1.17. “Defendant” means named Defendant Lush Handmade Cosmetics, LLC.
- 1.18. “Defense Counsel” means:

PAUL V. SIMPSON, BAR NO. 83878
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SARAH E. LUCAS, BAR No. 148713
slucas@sgijlaw.com
KENDALL M. BURTON, BAR NO. 228720
kburton@sgijlaw.com
SIMPSON, GARRITY, INNES & JACUZZI
Professional Corporation
601 Gateway Boulevard, Suite 950
South San Francisco, California 94080
Telephone: (650) 615-4860
Fax: (650) 615-4861
- 1.19. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.20. “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.21. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.22. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.23. “Gross Settlement Amount” means One Million Eight Hundred Thousand Dollars (\$1,800,000) which is the total amount Defendant agrees to pay under the Settlement except for employer side payroll taxes on wages and as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual Class Member Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.24. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated based on the Class Workweeks for the Participating Class Member. according to the number of workweeks worked during the Class Period (“Class Workweeks”).
- 1.25. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated based on the number of PAGA Pay Periods for the Aggrieved Employee.
- 1.26. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.27. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.28. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.29. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.30. “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.31. “PAGA Pay Period” means any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.
- 1.32. “PAGA Period” means the period from February 26, 2018, to the date of Preliminary Approval of the Settlement.
- 1.33. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

- 1.34. "PAGA Notice" means Plaintiff's February 26, 2019, letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.35. "PAGA Penalties" means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$5,000) and the 75% to LWDA (\$15,000) in settlement of PAGA claims.
- 1.36. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.37. "Plaintiff" means Amelia Perryman, the named plaintiff in the Action.
- 1.38. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.39. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.40. "Released Class Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.41. "Released PAGA Claims" means the claims being released as described in Paragraph 6.2 below.
- 1.42. "Released Parties" means: Defendant and each of its former and present directors, officers, shareholders, owners, members, agents, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.43. "Request for Exclusion" means a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.44. "Response Deadline" means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.45. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On February 27, 2019, Plaintiff commenced this Action by filing a class action Complaint in Alameda Superior Court alleging causes of action against Defendant for 1) Failure to provide meal periods; 2) Failure to provide rest periods; 3) Failure to pay hourly wages; 4) Failure to indemnify employees under Labor Code section 2802; 5) Failure to provide accurate written wage statements; 6) Failure to timely pay all final wages; and 7) violation of the Unfair Competition Law ("UCL"). On May 2, 2019, Plaintiff filed a First

Amended Complaint adding a cause of action under PAGA. Defendant denies the allegations in the operative Complaint, denies any failure to comply with the laws identified in the operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.

2.3. On September 30, 2021, the Parties participated in an all-day mediation presided over by Ronald Sabraw. The matter did not settle following the first mediation. On February 28, 2023, the Parties participated in a second all-day mediation session, this time presided over by Daniel J. Turner. The matter did not settle at the second mediation. The parties continued their settlement discussions, which led to this Agreement to settle the Action.

2.4. During this litigation, Plaintiff obtained, through formal and informal discovery, Defendant's policies, written discovery responses, Plaintiff's time and pay records and personnel file and sample time and pay records. Plaintiff also took the deposition of Defendant and Defendant took the deposition of Plaintiff. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.5. On July 29, 2022, the Court certified a UCL class of all non-exempt employees who worked for Lush in California retail stores between February 27, 2015, and the date of class certification. The class was certified for purposes of Plaintiff's UCL claims based on allegations that Defendant did not pay all wages owed class members based on an allegedly unlawful rounding policy and based on alleged unpaid time spent logging in to the electronic timekeeping system, that Defendant failed to provide class members with compliant meal periods, that Defendant had a policy of not paying meal period premiums, and that Defendant had a policy of not paying rest period premiums (injunctive relief only). Defendant represents that there are a total of approximately 4,811 class members in the certified class.

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

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendant promises to pay \$1,800,000.00 as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions (defined below) of the Individual Class Payments. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

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

3.2.1. To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$10,000 (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendant will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will also seek Court approval for the Class Representative Service Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will not deduct any payroll taxes from the the Class Representative Service Payment and issue a IRS Form 1099-MISC to Plaintiff for the Class Representative Service Payment. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than 33.33%, which is currently estimated to be \$599,999.99 and a Class Counsel Litigation Expenses Payment of not more than \$45,000. Defendant will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will issue Class Counsel one or more IRS 1099-MISC Forms for these payments. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$29,400, except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$29,400, the Administrator will retain the remainder in the Net Settlement Amount.

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

3.2.4.1. Tax Allocation of Individual Class Payments. 8% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to payroll tax withholding and will be reported on an IRS W-2 Form by the Administrator. The remaining 92% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported by the Administrator on IRS 1099-MISC Forms. Participating Class Members assume full

responsibility and liability for any employee taxes owed on their Individual Class Payment.

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

3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$20,000 to be paid from the Gross Settlement Amount, with 75% (\$15,000) allocated to the LWDA PAGA Payment and 25% (\$5,000) allocated to the Individual PAGA Payments.

3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the PAGA Penalties (i.e., \$5,000)by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. The Administrator will report the Individual PAGA Payments on IRS 1099-MISC Forms.

3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Class Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates there are approximately 4,811 Class Members who collectively worked a total of approximately 225,000 Class Workweeks, and approximately 3,465 Aggrieved Employees who worked a total estimate of 94,122 PAGA Pay Periods.

4.2. Class Data. Not later than 21 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Participating Class Members' and Aggrieved Employees' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date. The Administrator must provide Defendant with the amount of payroll taxes owed on the Individual Class Payments no later than 7 days after the Effective Date.

4.4. Payments from the Gross Settlement Amount. Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

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

4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member prior to the void date.

4.4.3. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") The Parties will propose Legal Aid Society of San Mateo.

4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional

payments to Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

- 6. RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff and Class Members will release claims against all Released Parties as follows:

6.1 Plaintiff's General Release. The Class Representative agrees that the consideration set forth in this Settlement, including the Class Representative Service Payment set forth above, represents full settlement of all claims that were or could have been raised against the Released Parties arising from her employment with Defendant. In exchange for the promises contained in this Agreement, to the maximum extent waivable under applicable law, Class Representative may not sue or bring any claim against any of the Released Parties for any reason whatsoever. Specifically, Class Representative, to the maximum extent waivable under applicable law, on behalf of herself and her heirs, personal representatives, successors, spouses, registered domestic partners, children, and assigns hereby releases and forever discharges Released Parties from any and all claims, liens, demands or liabilities whatsoever, whether known or unknown or suspected to exist by Class Representative, which she ever had or may now have against Released Parties, or any of them, arising at any time up to the date of preliminary approval of this Agreement. The claims that Class Representative, and her heirs, personal representatives, successors, spouses, registered domestic partners, and children, waive above include, but are not limited to, claims under contract law, common and statutory law regarding employee benefits, tort law, defamation law, wrongful discharge law, privacy rights, whistleblower protections, constitutional protections, the California Fair Employment and Housing Act and any similar state law (which may include claims for age, race, color, ancestry, national origin, disability, medical condition, marital status, sexual orientation, gender, gender identity, gender expression, religious creed, genetic information, military and veteran status, reproductive health decision-making, pregnancy, sex discrimination and harassment), the Federal Civil Rights Act of 1964 and 1991, as amended, the Americans With Disabilities Act ("ADA"), the Employee Retirement Income and Securities Act ("ERISA"), the Family and Medical Leave Act ("FMLA"), the California Family Rights Act ("CFRA"), the Equal Pay Act, the National Labor Relations Act ("NLRA"), the Labor Management Relations Act ("LMRA"), the Fair Labor Standards Act ("FLSA"), any and all protections pursuant to any Industrial Welfare Commission Order, and any and all claims pursuant to the California Labor Code, including but not limited to all claims for reimbursement of business expenses under Labor Code section 2802 and, all claims for civil penalties under the Private Attorneys General Act of 2004, with the sole exclusion of any claims for unemployment insurance with the State of California, any claims against Defendant's workers' compensation insurance carrier and any claims that cannot be waived under applicable law.] For the avoidance of doubt, this release does not apply to claims arising after the preliminary approval of this Agreement.

6.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's General Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

6.2 Participating Class Members' and/or Aggrieved Employees' Limited Release. Except as to such rights or claims as may be created by this Settlement, each Participating Class Member shall fully, finally, and forever settle, compromise, and discharge all disputes, causes of action, or claims asserted in the operative Complaint in this Action. In order to achieve a full and complete release of Defendant, Plaintiff, on behalf of herself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action asserted in the operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including but not limited to the failure to pay all wages owed (minimum wages and/or overtime compensation), the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, and any other claims whatsoever that were alleged in the operative Complaint, including without limitation claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., attorneys' fees, costs and interest arising from their work for Defendant in California during the Class Period. This release for Class Members does not include any non-wage and hour claims, such as claims for vested benefits, wrongful termination, claims for violation of the Fair Employment and Housing Act, for unemployment insurance benefits or disability insurance benefits, or workers compensation benefits, or PAGA claims (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties). Class Members also are not releasing any claims based on facts occurring outside of the Class Period (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties).

In addition, for all Class Members who worked for Defendant in California at any time during the PAGA Period (including any Non-Participating Class Members), on the Effective Date of this Agreement, each shall fully release all claims and/or causes of action for civil penalties (and associated attorneys' fees, costs, and interest) under the PAGA that are based on the allegations in the PAGA Notice arising during their work for Defendant in California during the PAGA Period.

7. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval").

7.1 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

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

7.3 Modification by Court. The Court may change, alter, or modify the non-material terms of this Settlement Agreement as needed to enforce its material terms (which include the total amount paid by Defendant, the class definition and/or the scope of the releases). Any changes agreed to by the Parties must be in writing and signed by counsel for the Parties hereto, and approved by the Court. This Settlement Agreement may not be discharged except by performance in accordance with its terms, as interpreted or amended by the Court or by a writing signed by the Parties.

8. SETTLEMENT ADMINISTRATION.

8.1 Selection of Administrator. The Parties have jointly selected ILYM Group to serve as the settlement administrator ("Administrator") and verified that, as a condition of appointment, ILYM Group agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for an Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

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

8.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

8.4 Notice to Class Members.

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

8.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Class Workweeks

and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

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

8.4.4 The deadlines for Class Members' written objections, challenges to Class Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

8.4.5 If the Administrator, Defendant or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5 Requests for Exclusion (Opt-Outs).

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

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

Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

8.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

8.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

8.6 Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Class Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Class Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Class Workweeks and/or PAGA Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

8.7 Objections to Settlement.

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

8.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

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

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

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

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

8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Class Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Class Workweeks and/or PAGA Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.

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

8.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

9. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** The Gross Settlement Amount is based on Defendant's estimate that there are approximately 4,811 Class Members and approximately 225,000 Class Workweeks at issue during the Class Period, as of the date of the second mediation (Feb. 28, 2023). If the number of Class Workweeks worked by Participating Class Members is 10% more during the Class Period, then the Gross Settlement Amount will be increased by an amount equal to the percentage increase in the estimated workweeks listed above for each full percentage increase above 10% (i.e., if the total Class Workweeks increases by 11%, then there would be a 1% increase to the Gross Settlement Amount).
10. **DEFENDANT'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendant withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendant will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendant must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
11. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel at least fourteen (14) days in advance of the filing. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 11.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 11.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class

Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

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

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

11.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

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

13. ADDITIONAL PROVISIONS.

13.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendant that any of the allegations in the operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval or enter Judgment, Defendant reserves the right to contest certification of any class for any reasons, and Defendant

reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendant's defenses. The Settlement, this Agreement, and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

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

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

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

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

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

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

13.8 No Tax Advice. Neither Plaintiff, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

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

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

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

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

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

13.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy or delete all paper and electronic versions of Class Data received from Defendant unless, prior to the Court's discharge of the Administrator's obligation, Defendant makes a written request to Class Counsel for the return, rather than the destruction or deletion of, of Class Data.

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

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

13.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Shaun Setareh
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212

To Defendant:

Paul V. Simpson
Sarah E. Lucas
Kendall M. Burton
SIMPSON, GARRITY, INNES & JACUZZI P.C.
601 Gateway Boulevard, Suite 950
South San Francisco, California 94080

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

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

Accepted and agreed to July 10, 2024,

Acceptance by Plaintiff
Amelia Perryman

Amelia Perryman

ID zJBnDziWtsvRVxefG4TMxFZ7

Amelia Perryman

Acceptance by Defendant
Lush Handmade Cosmetics LLC

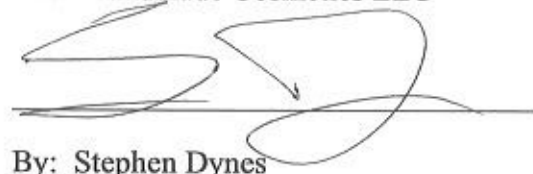
By:

Agent for Lush Handmade Cosmetics LLC

Acceptance by Plaintiff
Amelia Perryman

Amelia Perryman

Acceptance by Defendant
Lush Handmade Cosmetics LLC



By: Stephen Dynes

Agent for Lush Handmade Cosmetics LLC

eSignature Details

Signer ID:	zJBnDziWtsvRVxefG4TMxFZ7
Signed by:	Amelia Perryman
Sent to email:	ameliaperryman@gmail.com
IP Address:	99.150.201.35
Signed at:	Jul 10 2024, 10:53 am PDT

EXHIBIT A

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

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Lush Handmade Cosmetics LLC (referred to as “Defendant”) for alleged wage and hour violations. The Action was filed by a former employee of Defendant, Amelia Perryman (“Plaintiff”), and seeks payment of: (1) back wages and other relief for a class of all individuals who are or previously were employed by Defendant in California who were classified as non-exempt employees during the Class Period (February 27, 2015, to July 29, 2022); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all employees of Defendant who were employed as hourly non-exempt employees in California during the PAGA Period (February 26, 2018, to **the date of Preliminary Approval of the Settlement**)(“Aggrieved Employees”).

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

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

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

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

If you worked for Defendant during the Class Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert certain wage and hour claims that may have arisen during the Class Period against Defendant.
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing that you want to opt-out. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue certain wage and hour claims that may have arisen during the Class Period against Defendant, and, if you are an Aggrieved Employee, you would receive an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if you worked during the PAGA Period). In exchange, you will give up your right to assert certain wage and hour claims against Defendant that are covered by this Settlement (the "Class Released Claims," defined below).
You Can Opt-out of the Class Settlement but not the PAGA Settlement. The Opt-out deadline is: _____	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment, but you would retain your right to assert certain wage and hour claims that may have arisen during the Class Period against Defendant. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice for more information. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue certain PAGA claims (the "PAGA Released Claims," defined below).
Participating Class Members Can Object to the Class Settlement.	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class

<p>Written Objections Must be Submitted by:</p> <p>_____</p>	<p>Counsel and to Plaintiff, who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice for more information.</p> <p>You cannot object to the PAGA portion of the proposed Settlement.</p>
<p>Participating Class Members Can Participate in the Final Approval Hearing.</p>	<p>If you do not opt-out of the Class Settlement, you can choose to attend the Final Approval Hearing. The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend the Final Approval Hearing but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost) in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice for more information.</p>
<p>You Can Challenge the Calculation of Your Workweeks/Pay Periods.</p> <p>Written Challenges Must be Submitted by:</p> <p>_____</p>	<p>The amount of your Individual Class Payment and Individual PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number Class Period workweeks and number of PAGA Period pay periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice for more information.</p>

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former employee of Defendant who worked in California. The Action alleges that Defendant violated California labor laws by failing to pay all hourly wages, failing to pay all wages due upon termination, failing to issue accurate itemized wage statements, failing to reimburse for business expenses, and failing to provide meal periods and rest breaks. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiff is represented by attorneys in the Action, Shaun Setareh of Setareh Law Group ("Class Counsel.")

Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

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

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

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

1. Defendant Will Pay \$1,800,000 as the Gross Settlement Amount (“Gross Settlement”). Defendant has agreed to deposit the Gross Settlement into an account controlled by the third-party Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendant will fund the Gross Settlement not more than 21 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

 - A. Up to \$599,999.99 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$45,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000 to Plaintiff as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$29,400 to the Administrator for services administering the Settlement.

- D. Up to \$20,000 for PAGA Penalties, with 75% of the amount issued to the LWDA and 25% of the amount issued to Aggrieved Employees as Individual PAGA Payments based on the number of pay periods worked during the PAGA Period.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on number of workweeks worked during the Class Period.
4. Taxes Owed on Payments to Class Members. Plaintiff and Defendant asked the Court to approve an allocation of 8% of each Individual Class Payment to taxable wages (“Wage Portion”) and 92% to interest and penalties (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies transmitted to the *cy pres* recipient, Legal Aid Society of San Mateo.
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than_____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue certain wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert certain PAGA claims against Defendant. See Section 3 (10) below.

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and

Defendant have agreed that, in either case, the Settlement will be void - meaning that Defendant will not pay any money and Class Members will not release any claims against Defendant.

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member challenges over workweeks or pay periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
9. Participating Class Members’ Release (“Class Released Claims”). After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for allegations in the operative complaint resolved by this Settlement.

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

Except as to such rights or claims as may be created by this Settlement, each Participating Class Member shall fully, finally, and forever settle, compromise, and discharge all disputes, causes of action, or claims asserted in the operative Complaint in this Action. In order to achieve a full and complete release of Defendant, Plaintiff, on behalf of herself and each Participating Class Member, acknowledges that this Settlement is intended to include in its effect a full release of all claims and/or causes of action asserted in the operative Complaint under any federal, state or local law, Industrial Welfare Commission Wage Order, or administrative order, including but not limited to the failure to pay all wages owed (minimum wages and/or overtime compensation), the failure to provide timely, uninterrupted meal periods (or meal period premiums in lieu thereof), the failure to provide timely, uninterrupted paid rest periods (or rest period premiums in lieu thereof), the failure to indemnify necessary business expenses, and any other claims whatsoever that were alleged in the operative Complaint including without limitation claims for restitution and other equitable relief under Business and Professions Code § 17200 et seq., attorneys’ fees, costs and interest, arising from their work for Defendant in California during the Class Period. This release for Class Members does not include any non-wage and hour claims, such as claims for vested benefits, wrongful termination, claims for violation of the Fair Employment and Housing Act, for unemployment insurance benefits or disability insurance benefits, or workers compensation benefits, or PAGA claims (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties). Class Members also are not releasing any claims based on facts occurring outside of the Class Period (unless the Class Member worked for Defendant during the PAGA Period and is also releasing his or her claim for PAGA penalties).

10. Aggrieved Employees’ PAGA Release (“PAGA Released Claims”). After the Court’s judgment is final, and Defendant has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA

claims against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or its related entities based on the PAGA Period facts alleged in the PAGA notice and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

[F]or all Class Members who worked for Defendant in California at any time during the PAGA Period (including any Non-Participating Class Members), on the Effective Date of this Agreement, each shall fully release all claims and/or causes of action for civil penalties (and associated attorneys' fees, costs, and interest) under the PAGA that are based on the allegations in the PAGA Notice arising during their work for Defendant in California during the PAGA Period.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of workweeks worked by all Participating Class Members during the Class Period, and (b) multiplying the result by the number of workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$5,000 (25% of the \$20,000 allocated towards the PAGA claims) by the total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by the number of pay periods worked by each individual Aggrieved Employee during the PAGA Period.
3. Workweek/Pay Period Challenges. The number of workweeks you worked during the Class Period and the number of pay periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until ____ to challenge the number of workweeks and/or pay periods credited to you. You can submit your challenge by sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of workweeks and/or pay periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve workweek and/or pay period challenges. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as *Perryman v. Lush*, and include your identifying information (full name, address, telephone number). **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. You can also view documents on the Administrator's Website.

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

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 23 of the Alameda Superior Court, located at 1225 Fallon Street, Oakland CA 94612. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to ILYM Group, Inc.'s website at _____.

You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below.

The pleadings and other records in this litigation may be examined online on the Alameda County Superior Court's website, known as "eCourt Public Portal," at <https://eportal.alameda.courts.ca.gov>. After arriving at the website, click the "Search" tab at the top of the page, then select the Document Downloads link, enter the case number and click "Submit." Images of every document filed in the case may be viewed at a minimal charge. You may also view images of every document filed in the case free of charge by using one of the computer terminal kiosks available at each court location that has a facility for civil filings.

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

Class Counsel:

Shaun Setareh
SETAREH LAW GROUP
9665 Wilshire Blvd., Suite 430
Beverly Hills, California 90212
(310)888-7771

Settlement Administrator:

ILYM Group Inc.
Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void then you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

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

EXHIBIT B

Law Office of Shaun Setareh, APC
Account QuickReport
All Transactions

Date	Name	Amount
04/27/2022	Alameda County Superior Court	1.00
03/19/2019	Court Call	94.00
04/12/2019	Court Call	94.00
06/21/2019	Court Call	94.00
02/12/2020	Court Call	94.00
04/01/2020	Court Call	54.00
04/30/2022	FedEx	48.80
08/17/2021	JAMS, Inc.	6,950.00
10/10/2021	JTC Corporation LLC	2,400.00
04/22/2022	JTC Corporation LLC	1,350.00
04/05/2023	JTC Corporation LLC	2,450.00
01/30/2023	Judicate West	4,125.00
12/06/2021	Oasis Marketing Solutions	1,907.18
03/13/2019	One Legal LLC	25.00
04/25/2019	One Legal LLC	31.25
10/04/2021	One Legal LLC	75.98
11/05/2021	One Legal LLC	9.88
11/08/2021	One Legal LLC	18.07
04/05/2022	One Legal LLC	10.30
04/08/2022	One Legal LLC	79.22
07/05/2022	One Legal LLC	17.45
07/19/2022	One Legal LLC	17.45
08/30/2022	One Legal LLC	17.45
11/21/2022	One Legal LLC	17.45
01/17/2023	One Legal LLC	38.04
03/09/2023	One Legal LLC	17.82
04/04/2023	One Legal LLC	17.82
04/06/2023	One Legal LLC	33.77
01/02/2024	One Legal LLC	17.82
01/17/2024	One Legal LLC	41.18
03/05/2024	One Legal LLC	12.31
03/08/2024	One Legal LLC	81.24
03/25/2024	One Legal LLC	19.47
04/03/2024	One Legal LLC	41.18
04/03/2024	One Legal LLC	40.06
04/22/2024	One Legal LLC	81.24
04/23/2024	One Legal LLC	51.48
06/11/2024	One Legal LLC	40.06
07/11/2024	One Legal LLC	19.47
07/15/2024	One Legal LLC	19.47
07/16/2024	One Legal LLC	41.18
07/16/2024	One Legal LLC	19.47
07/18/2024	One Legal LLC	19.47

Law Office of Shaun Setareh, APC
Account QuickReport
All Transactions

Date	Name	Amount
07/18/2024	One Legal LLC	41.18
06/30/2019	PACER	4.30
12/29/2023	Public Portal Transaction	2.00
03/08/2024	Public Portal Transaction	6.00
04/02/2024	Public Portal Transaction	1.00
04/11/2024	Public Portal Transaction	5.00
07/17/2024	Public Portal Transaction	10.50
05/19/2021	Simpluris	1,700.00
02/27/2019	Superior Court of CA County of Alameda	1,477.00
04/05/2019	Superior Court of CA County of Alameda	4.50
04/23/2019	Superior Court of CA County of Alameda	9.00
05/02/2019	Superior Court of CA County of Alameda	42.00
06/19/2019	Superior Court of CA County of Alameda	10.50
06/28/2019	Superior Court of CA County of Alameda	10.50
07/27/2020	Superior Court of CA County of Alameda	5.00
10/26/2020	Superior Court of CA County of Alameda	7.00
02/25/2021	Superior Court of CA County of Alameda	7.00
06/30/2019	Thomson Reuters-West	59.66
07/31/2020	Thomson Reuters-West	6.41
06/30/2022	Thomson Reuters-West	1.62
07/31/2022	Thomson Reuters-West	61.18
01/05/2023	Thomson Reuters-West	6.48
01/05/2023	Thomson Reuters-West	4.17
06/01/2023	Thomson Reuters-West	15.98
06/13/2023	Thomson Reuters-West	4.67
06/13/2023	Thomson Reuters-West	7.86
06/27/2023	Trustpoint.One / Alderson	2,451.70
06/03/2021	Uccelli & Associates, Inc. court reporters	488.67
		<u>27,084.91</u>
		<u>27,084.91</u>
		<u>27,084.91</u>