

John Godoy (SBN 254911)
E-mail: jgodoy@justice4you.com
ARNOLD LAW FIRM
865 Howe Avenue
Sacramento, CA 95825
Telephone: (916) 777-7777
Facsimile: (916) 924-1829
Attorneys for Plaintiff Brittney Rand

Keiko J. Kojima (SBN 206595)
E-mail: kkojima@bwslaw.com
BURKE, WILLIAMS & SORENSEN, LLP
444 South Flower Street, 40th Floor
Los Angeles, CA 90071-2953
Tel: 213.236.0600 | Fax: 213.236.2700

Attorneys for Defendant
Pro's Choice Beauty Care, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO

BRITTNEY RAND, individually, and on
behalf of herself and others similarly
situated, and as Representatives of the
California Labor and Workforce
Development Agency,

Plaintiff,

v.

PRO'S CHOICE BEAUTY CARE, INC.; and
DOES 1 THROUGH 100, inclusive,
Defendants.

Case No.: 34-2021-00294988-CU-OE-GDS

**STIPULATION OF CLASS ACTION
SETTLEMENT**

Action filed: February 22, 2021

Assigned to: Hon. Lauri A. Damrell

STIPULATION OF CLASS ACTION SETTLEMENT

IT IS HEREBY STIPULATED, by and between Plaintiff Brittney Rand on behalf of
herself and the Settlement Class Members, on the one hand, and Defendant Pro's Choice Beauty
and settled pursuant to the terms and conditions set forth in this Stipulation of Class Action
Settlement and that the Court shall make and enter judgment, subject to the continuing

jurisdiction of the Court as set forth below, subject to the definitions, recitals and terms set forth herein which by this reference become an integral part of this Agreement:

I. DEFINITIONS

1. As used in this Stipulation, the following terms shall have the meanings set forth below:

A. "Action" means the Complaint filed by Plaintiff Brittney Rand on or about February 22, 2021, in the Sacramento County Superior Court, entitled: BRITTNEY RAND, individually and on behalf of all others similarly situated, Plaintiff v. PRO'S CHOICE BEAUTY CARE, INC.; and DOES 1 THROUGH 100, Defendants, Case No. 34-2021-00294988, as amended by Plaintiff's First Amended Complaint.

B. "Aggrieved Employees" means all current and former non-exempt hourly employees of Defendant who worked in the State of California as a merchandiser or jobs with similar titles in the PAGA Period as defined below.

C. "Agreement" means this Stipulation of Class Action Settlement.

D. "Class" means Class Members, collectively.

E. "Class Counsel" means Arnold Law Firm.

F. "Class Counsel Award" means attorneys' fees for Class Counsel's litigation and resolution of this Action and their expenses and costs incurred in connection with the Action, paid from the Gross Settlement Fund.

G. "Class Information" means information regarding Settlement Class Members that Defendant will in good faith compile from their records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Settlement Class Member's employee number; full name; last known address; last known home telephone number; Social Security Number; start date of employment; end date of employment; Qualifying Workweeks; and the total Qualifying Workweeks for the Settlement Class Members.

H. "Class Members" means all current and former non-exempt hourly employees of Defendant who worked in the State of California as a merchandiser or jobs with similar titles from February 22, 2017 through the date of preliminary approval of the settlement.

1 I. "Class Notice" means the notice explaining the Settlement and Settlement Class
2 Members' options sent to the class following preliminary approval, which is to be mutually
3 agreed upon by the Parties, and is to be used to notify Settlement Class Members of the
4 Settlement.

5 J. "Class Payment Ratio" means the respective Qualifying Workweeks for each
6 Settlement Class Member during the Class Period divided by the total Qualifying Workweeks for
7 all Settlement Class Members during the Class Period.

8 K. "Class Period" means the period from February 22, 2017 until the Preliminary
9 Approval Date.

10 L. "Class Representative Service Award" means the amount that the Court authorizes
11 to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition of her
12 efforts and risks in assisting with the prosecution of the Action and in exchange for executing a
13 General Release of Defendant.

14 M. "Court" means the Superior Court of the State of California for the County of
15 Sacramento.

16 M. "Defendant" means Pro's Choice Beauty Care, Inc.

17 N. "Defendant's Counsel" means Keiko J. Kojima of Burke, Williams & Sorensen,
18 LLP.

19 O. "Effective Date" means the date upon which both of the following have occurred:
20 (i) approval of the Settlement is granted by the Superior Court of California for the County of
21 Sacramento, or other court assuming jurisdiction of this matter, and (ii) the Court's Judgment
22 approving the Settlement becomes Final. Final shall mean the latest of: (i) if there is an appeal of
23 the Court's Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such
24 appeal, or the expiration of the time to file a petition for writ of certiorari to the California
25 Supreme Court, or, (ii) if a petition for writ of certiorari is filed, the date of denial of the petition
26 for writ of certiorari, or the date the Judgment is affirmed pursuant to such petition; or (iii) if no
27 appeal is filed, the expiration date of the time for filing or noticing any appeal of the Judgment.

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1 P. "Final Hearing Date" means the hearing following Class Notice at which Plaintiff
2 will request that the Court approve the fairness, reasonableness, and adequacy of the terms and
3 conditions of the proposed Settlement, enter the Final Approval Order and Judgment, award Class
4 Counsel attorneys' fees and costs, Plaintiff's enhancement award, the payment to the LWDA and
5 the Settlement Payments, and take other appropriate or necessary action described herein.

6 Q. "Final Judgment" means the order or orders entered and filed by the Court that: (1)
7 finally approves this Agreement and the Settlement, disposes of all issues raised in this Action
8 and bars Settlement Class Members from reasserting Released Class Claims against Released
9 Parties and bars future assertions of the Released PAGA Claims against the Released Parties; and
10 (2) awards and orders the payment of all required amounts pursuant to the terms of this
11 Agreement (Class Counsel's attorneys' fees and costs, Settlement Payments to Settlement Class
12 Members, etc.)

13 R. "Final Settlement Hearing" means the hearing on the Final Hearing Date at which
14 the Court shall determine whether to fully and finally approve the fairness and reasonableness of
15 this Agreement, and enter an order permanently enjoining all Settlement Class Members who
16 have not timely excluded from this Settlement from pursuing, or seeking to reopen, any of the
17 Released Class Claims.

18 S. "Gross Settlement Amount" means gross amount that is to be paid in the
19 settlement of the Released Class Claims and Released PAGA Claims in the Action – a gross
20 maximum total of Three Hundred Sixty Five Thousand and Zero Dollars (\$465,000).

21 T. "Gross Settlement Fund" means Four Hundred Sixty Five Thousand Dollars
22 (\$465,000), which sum includes the Individual Settlement Payments, Class Counsel Award, Class
23 Representative Service Award, Payment to the LWDA, and Settlement Administration Costs.
24 The Gross Settlement Fund includes Defendant's employer-side payroll taxes for the portion of
25 the Individual Settlement Payment(s) paid to the Settlement Class that is attributable to wages,
26 which shall be paid out of the Gross Settlement Fund. In no event shall Defendant be required to
27 pay any amounts above the Gross Settlement Fund under this Settlement and this Agreement.
28 This is a non-reversionary settlement.

1 U. "Individual Settlement Payment" means the amount payable from the Net
2 Settlement Amount to each Settlement Class Member

3 V. "LWDA Payment" means the \$15,000 payment for claims asserted pursuant to the
4 California Labor Code Private Attorney General Act of 2004 ("PAGA") in this matter. The
5 LWDA Payment is composed of two sums: (1) "State PAGA Payment" means 75% of the
6 LWDA Payment which is payable to the State of California Labor & Workforce Development
7 Agency pursuant to PAGA; (2) "Employee PAGA Payment" means 25% of the LWDA Payment
8 which is payable to PAGA Aggrieved Employees pursuant to PAGA.

9 W. "Net Settlement Amount" means the amount remaining from the Gross Settlement
10 Amount less the LWDA Payment, Class Counsel Award, Class Representative Service Award,
11 and Settlement Administration Costs.

12 X. "Notice Packet" means the Notice of Proposed Class Action Settlement
13 substantially in the form attached as Exhibit 1.

14 Y. "Notice Plan" shall mean the plan for the provision of notice to all Class Members
15 under this Agreement.

16 Z. "PAGA Period" means the period from December 20, 2019 until the Preliminary
17 Approval Date. This period begins one year and 65 days prior to the filing of the civil complaint
18 in this matter.

19 AA. "PAGA Workweeks" means the number of workweeks (starting Monday through
20 Sunday) during which an Aggrieved Employee worked for Defendant in California during the
21 PAGA Period (i.e., periods of time worked outside California or while exempt from overtime are
22 excluded).

23 BB. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean
24 either Plaintiff or Defendant, individually.

25 CC. "Plaintiff" means Brittney Rand.

26 BB. "Preliminary Approval Date" is the date the Court grants preliminary approval of
27 this Settlement pursuant to California Rule of Court 3.769(c).

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1 DD. "Preliminary Approval Order" is the Order entered and filed by the Court that
2 preliminarily approves the terms and conditions of this Agreement, including the manner and
3 content of providing notice to the Class.

4 EE. "Qualifying Workweeks" means the number of workweeks (starting Monday
5 through Sunday) during which a Class Member worked for Defendant in California during the
6 Class Period (i.e., periods of time worked outside California or while exempt from overtime are
7 excluded).

8 FF. "Released Class Claims" means any and all claims for relief, regardless of the
9 form or nature of relief, including, without limitation, all claims for damages, penalties,
10 restitution, interest, declaratory relief, costs, attorneys' fees, injunctive or equitable relief, and any
11 other remedies available at law or equity, which the Named Plaintiff or any Settlement Class
12 Members have had or now have, against the Released parties or any of them for any acts
13 occurring on or before the entry and filing date of the Preliminary Approval Order that are either
14 or both: (1) alleged in the Action; or (2) are reasonably related to the facts, matters, transactions,
15 or occurrences referenced to in the Action such that they that could have been alleged as separate
16 claims, causes of actions, lawsuits or other theories of relief in this matter The res judicata effect
17 of the Judgment will be the same as that of the release obtained by this Agreement and
18 Settlement. Excluded from Released Class Claims are claims incurred while each Settlement
19 Class Member was not a Settlement Class Member (i.e., for periods of time worked outside
20 California or while exempt from overtime) while working for Defendant. The Final Judgment
21 shall expressly provide that it covers and bars each and every non-excluded Settlement Class
22 Member from asserting any Released Class Claims in the future. The release of claims, rights or
23 liabilities under the FLSA applies only to those Settlement Class Members who have consented to
24 join the Settlement by depositing or cashing their Individual Settlement Payments.

25 GG. "Released PAGA Claims" means any and all claims for relief pursuant to the
26 California Labor Code Private Attorney General Act of 2004 which the Named Plaintiff or any
27 Aggrieved Employee have had or now have, against the Released parties or any of them for any
28 acts occurring on or before the entry and filing date of the Preliminary Approval Order that are

1 either or both: (1) alleged in the PAGA Causes of Action (Numbered 9-14) in the First Amended
2 Complaint of the Action; or (2) are reasonably related to the facts, matters, transactions, or
3 occurrences referenced to in the PAGA Causes of Action (Numbered 9-14) in the First Amended
4 Complaint of the Action such that they that could have been alleged as separate claims, causes of
5 actions, lawsuits or other theories of relief in this matter. The res judicata effect of the Judgment
6 will be the same as that of the release obtained by this Agreement and Settlement. The Final
7 Judgment shall expressly provide that it covers and bars any future litigation asserting any of the
8 Released PAGA Claims in the future.

9 HH. “Released Parties” means Defendant and its past, present and/or future, direct
10 and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers,
11 trustees, partners, investors, shareholders, administrators, parent companies, affiliated companies,
12 related companies and business concerns, members, subsidiaries, affiliates, divisions,
13 predecessors, successors, assigns, and joint venturers.

14 II. “Response Deadline” means the date forty-five (45) days after the Settlement
15 Administrator mails Notice Packets to Settlement Class Members including the time of 5:00 p.m.
16 (Pacific Standard Time) on that date, which is the last date and time on which Settlement Class
17 Members may submit a request for exclusion and/or objection to the Settlement.

18 JJ. “Settlement” shall refer to the agreement of the Parties to settle the claims as set
19 forth and embodied in this Agreement.

20 KK. “Settlement Administration Costs” means the amount to be paid to the Settlement
21 Administrator from the Gross Settlement Fund for administration of this Settlement.

22 LL. “Settlement Administrator” means ILYM Group, Inc.

23 MM. “Settlement Class” means the Settlement Class Members collectively.

24 NN. “Settlement Class Members” means all the Class Members who do not timely and
25 properly opt out of the settlement provided for in this settlement with respect to the state law
26 claims and all Class Members with respect to claims under the Fair Labor Standards Act
27 (“FLSA”).

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1 OO. "Settlement Payment" means the payment to a Settlement Class Member under the
2 terms of this Agreement.

3 **II. RECITALS**

4 2. Class Certification. The Parties stipulate and agree to the certification of this
5 Action for purposes of this Settlement only. Should the Settlement not become final and effective
6 as herein provided, class certification shall immediately be set aside and the Settlement Class
7 immediately decertified (subject to further proceedings on motion of any party to certify or deny
8 certification thereafter). The Parties' willingness to stipulate to class certification as part of the
9 Settlement shall have no bearing on, and shall not be admissible in or considered in connection
10 with, the issue of whether a class should be certified in a non-settlement context in this Action
11 and shall have no bearing on, and shall not be admissible or considered in connection with, the
12 issue of whether a class should be certified in any other lawsuit.

13 3. Procedural History and Interpretation of Complaints. On February 22, 2021,
14 Brittney Rand, a former Pro's Choice merchandiser, filed the above class action Complaint on
15 behalf of herself and other "similarly situated individuals" against Defendant Pro's Choice. The
16 class is defined as "All Pro's Choice non-exempt employees who worked for any duration in
17 California between four years prior to the filing of this action through the date of trial." The
18 Complaint asserted the following causes of action: (1) Failure to Pay Regular/Minimum Wages in
19 Violation of California Labor Code §§1182.12, 1194, 1194.2, 1197-1197.1, and Wage Order
20 No.4- 2001, §4(A); (2) Failure to Provide Compliant Meal Periods in Violation of Labor Code
21 §§226.7,512, and IWC Wage Order 4-2001, § 11; (3) Failure to Provide Compliant Rest Periods
22 in Violation of Labor Code § 226.7 and IWC Wage Order 4-2001, §12; (4) Failure to Make
23 Payments Within the Required Time in Violation of California Labor Code §§ 201, 202-204 and
24 210; (5) Statutory Penalties for Failure to Provide Accurate Wage Statements in Violation of
25 Labor Code §226; (6) Failure to Maintain Required Records in Violation of California Labor
26 Code § 1174, 1174.5, and Wage Order No.4-2001§7; (7) Restitution for Unfair Business Practices
27 and Injunction Against Unfair Business Practices (Cal. Bus. & Prof. Code §17200, et seq.); (8)
28 Failure to Indemnify/Reimburse Business Expenses in Violation of California Labor Code §

1 2802. On or around June 23, 2021, Plaintiff filed a First Amended Complaint to additionally
2 assert the following causes of actions in addition to the eight causes of actions previously alleged:
3 (9) PAGA Civil Penalties pursuant to Labor Code § 2699 for Failure to Comply with Labor Code
4 §§1182.12, 1119 4, 1119 4.2, 11197 -1197. 1, and Wage Order No.4-2001, § 4(A); (10) PAGA
5 Civil Penalties pursuant to Labor Code § 2699(D)(2) for Failure to Comply with Labor Code §§
6 226.7, 512 and Wage Order No. 4-2001, §§ 11-12; (11) PAGA Civil Penalties pursuant to Labor
7 Code §2699(f)(2) and as permitted by Labor Code §§203, 204, 210, and 256 for Untimely
8 Separation Pay and Untimely Payment of Wages When Due; (12) PAGA Civil Penalties Pursuant
9 to Labor Code § 2699(f)(2) for Failure to Comply with Labor Code § 2802; (13) PAGA Civil
10 Penalties pursuant to Labor Code § 2699(f)(2) and as Permitted by Labor Code §§ 226(a),
11 226.3, and 1174, and IWC Wage Order 4-2001, § 7 for Inaccurate Wage Statements and (14)
12 PAGA Civil Penalties pursuant to Labor Code § 558(a). Plaintiff seeks unpaid wages, civil and
13 statutory penalties, costs, attorneys' fees, restitution, and declaratory and injunctive relief on
14 behalf of herself and the aggrieved employees.

15 4. Defendant filed its Answers to the Complaint that generally denied the allegations
16 in the Complaint and asserted several affirmative defenses. Defendant denied that it engaged in
17 any misconduct in connection with its practices, and denied that it has any liability, or that it has
18 engaged in wrongdoing of any kind associated with the claims alleged in the Action.

19 5. No class has been certified in this Action.

20 6. After exchanging extensive informal mediation data, the Parties attended an all-
21 day virtual mediation with Barbara Reeves of JAMS on May 31, 2022. Following additional
22 settlement discussions, the parties ultimately reached a settlement, the terms of which have been
23 memorialized in a Stipulation of Settlement, conditioned upon the Court's issuance of final
24 approval of the class settlement.

25 7. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
26 the expense and length of continued proceedings necessary to litigate their disputes through trial
27 and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
28 the outcome of further litigation, and the difficulties and delays inherent in such litigation.

1 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
2 for the claims asserted in the Action, both generally and in response to Defendant's defenses
3 thereto, and the difficulties in establishing damages for the Class Members. Based on the
4 foregoing, Plaintiff and Class Counsel have determined that the Settlement set forth in this
5 Agreement is a fair, adequate and reasonable settlement, and is in the best interests of the
6 Settlement Class Members.

7 8. Defendant's Reasons for Settlement. Defendant has concluded that any further
8 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts
9 of time and resources of Defendant have been and, unless this Settlement is made, will continue
10 to be devoted to the defense of the claims asserted by Plaintiff. Defendant has also taken into
11 account the risks of further litigation in reaching its decision to enter into this Settlement. Despite
12 continuing to contend that it is not liable for any of the claims set forth by Plaintiff, Defendant
13 has, nonetheless, agreed to settle in the manner and upon the terms set forth in this Agreement to
14 put to rest the claims as set forth in the Action. Defendant has claimed and continues to claim
15 that the Released Class Claims and Release PAGA Claims have no merit and do not give rise to
16 liability. This Agreement is a compromise of disputed claims. Nothing contained in this
17 Agreement and no documents referred to herein and no action taken to carry out this Agreement
18 may be construed or used as an admission by or against Defendant as to the merits or lack thereof
19 of the claims asserted. Defendant contends that the monies being paid as part of the settlement
20 are genuinely disputed and that the provisions of Labor Code section 206.5 are not applicable to
21 this Settlement.

22 9. Settlement Class Members' Claims. Settlement Class Members claim that the
23 Released Class Claims have merit and give rise to liability on the part of Defendant. Nothing
24 contained in this Agreement and no documents referred to herein and no action taken to carry out
25 this Agreement may be construed or used as an admission by or against the Settlement Class
26 Members or Class Counsel as to the merits or lack thereof of the claims asserted.

27 10. Defendant's Defenses. Defendant claims that the Released Class Claims and
28 Released PAGA Claims have no merit and do not give rise to liability. Defendant contends that

1 this Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no
2 documents referred to herein and no action taken to carry out this Agreement may be construed or
3 used as an admission by or against Defendant as to the merits or lack thereof of the claims
4 asserted.

5 **TERMS OF AGREEMENT**

6 11. Non-Admission of Liability: In entering into this Agreement, Defendant does not
7 admit, and specifically denies, it has violated any federal, state, or local law; violated any
8 regulations or guidelines promulgated pursuant to any statute or any other applicable laws,
9 regulations or legal requirements; breached any contract; violated or breached any duty; engaged
10 in any misrepresentation or deception; or engaged in any other unlawful conduct with respect to
11 its current or former employees. Neither this Agreement, nor any of its terms or provisions, nor
12 any of the negotiations connected with it, shall be construed as an admission or concession by
13 Defendant of any such violation(s) or failure(s) to comply with any applicable law. Except as
14 necessary in a proceeding to enforce the terms of this Agreement, this Agreement and its terms
15 and provisions shall not be offered or received as evidence in any action or proceeding to
16 establish any liability or admission on the part of Defendant or to establish the existence of any
17 condition constituting a violation of or noncompliance with, federal, state, local or other
18 applicable law. In addition, the Parties intend this Settlement to be contingent upon the
19 preliminary and final approval of this Agreement; and the Parties do not waive, and instead
20 expressly reserve, their respective rights to prosecute and defend this Action as if this Agreement
21 never existed in the event that the Settlement is not fully and finally approved as set forth herein.

22 12. Releases.

23 (a) Release As To Plaintiff. As of the Effective Date, in exchange for the promises
24 and payments referenced herein, Plaintiff waives, releases and relinquishes, to the fullest extent
25 permitted by law, all claims, demands or causes of action against the Released Parties whether
26 known or unknown, including the provisions, rights and benefits of Section 1542 of the California
27 Civil Code, or any other similar provision under federal or state law, which Section provides:

28 “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE

1 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
2 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
3 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
4 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
5 DEBTOR OR RELEASED PARTY.”

6 Without limiting the generality of the foregoing, and in addition to the foregoing, Plaintiff
7 specifically and expressly release to the maximum extent permitted by law any claims against
8 Defendant and the Released Parties occurring prior to the Final Hearing Date arising out of or
9 related to violations of any federal or state employment discrimination laws, including the
10 California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964; the
11 federal Family and Medical Leave Act; the federal Age Discrimination in Employment Act, the
12 California Family Rights Act; the Americans With Disabilities Act; the National Labor Relations
13 Act; the Equal Pay Act; the Employee Retirement Income Security Act of 1974; as well as claims
14 arising out of or related to violations of the provisions of the California Labor Code; the
15 California Government Code; the California Business & Professions Code, including Business &
16 Professions Code Section 17200 et seq.; state and federal wage and hour laws; breach of contract;
17 fraud; misrepresentation; common counts; unfair competition; unfair business practices;
18 negligence; defamation; infliction of emotional distress; invasion of privacy; assault; battery;
19 false imprisonment; wrongful termination; and any other state or federal law, rule, or regulation.
20 Plaintiff has conferred with her attorneys and is hereby executing this agreement and
21 acknowledges it has been given a period of twenty-one days to consider the terms of the
22 Agreement before signing it. Plaintiff has seven days following her signing of this Agreement
23 within which to revoke her release of claims under the Age Discrimination in Employment Act by
24 delivering written notice within said seven days to Defendant’s counsel.

25 Plaintiff may hereafter discover facts in addition to or different from those it now knows
26 or believes to be true with respect to potential claims against the Released Parties but, upon the
27 Effective Date, shall be deemed to have, and by operation of the final judgment shall have, fully,
28 finally, and forever settled and released any and all claims, demands, or causes of action against

1 the Released Parties, whether known or unknown, suspected or unsuspected, contingent or non-
2 contingent, which now exist, or heretofore have existed, upon any theory of law or equity now
3 existing or coming into existence in the future, including, but not limited to, conduct that is
4 negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard
5 to the subsequent discovery or existence of such different or additional facts.

6 (b)

7 (1) Release As To All Settlement Class Members. As of the Effective Date, but contingent
8 on and in exchange for payment the Gross Settlement Fund (less the LWDA Payment), Plaintiff
9 and the Settlement Class Members, with the exception of the Settlement Class Members who
10 have submitted a timely and valid request for exclusion as provided in this Agreement, release the
11 Released Parties from all Released Class Claims. The release of claims under the FLSA applies
12 only to those Settlement Class Members who have consented to join the Settlement by cashing
13 their Settlement Payments.

14 (2) Release As To All Aggrieved Employees. As of the Effective Date, but contingent on
15 and in exchange for payment the LWDA Payment, Plaintiff and the Aggrieved Employees release
16 the Released Parties from all Released PAGA Claims.

17 (c) Binding Nature of Release: The Parties agree for settlement purposes only that,
18 because the Settlement Class Members are so numerous, it is impossible or impracticable to have
19 each Settlement Class Member execute this Agreement. Accordingly, the Class Notice will
20 advise all Settlement Class Members of the binding nature of the release and such notice shall
21 have the same force and effect as if the Agreement were executed by each Settlement Class
22 Member.

23 (d) Release Language on Settlement Checks: The following or similar release
24 language shall be on the back of each settlement check:

25 “My endorsing, cashing, or depositing of this check constitutes my consent to join
26 the lawsuit entitled *Brittney Rand v. Pro’s Choice Beauty Care, Inc.. et al*, pending
27 in the Superior Court of the State of California for the County of Sacramento, Case
28 No. 34-2021-00294988, pursuant to the provisions of the Fair Labor Standards Act

1 (“FLSA”), 29 U.S.C. Section 216(b).”

2 13. Tax Liability. The Parties and their counsel make no representations as to the tax
3 treatment or legal effect of the payments called for hereunder, and Settlement Class Members are
4 not relying on any statement or representation by the Parties or their counsel in this regard.
5 Settlement Class Members understand and agree that they will be responsible for the payment of
6 any employee taxes and penalties assessed on the payments described herein and will hold the
7 Parties and their counsel free and harmless from and against any claims, liabilities, costs and
8 expenses, including attorneys’ fees, resulting in any way from personal tax treatment of the
9 payments made pursuant to this Agreement, including the treatment of such payments as not
10 subject to withholding or deduction for payroll and employment taxes.

11 14. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
12 section, the “acknowledging party” and each Party to this Agreement other than the
13 acknowledging party, an “other party”) acknowledges and agrees that: (1) no provision of this
14 Agreement, and no written communication or disclosure between or among the Parties or their
15 attorneys and other advisers, is or was intended to be, nor shall any such communication or
16 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of
17 United States Treasury Department circular 230 (31 CFR part 10, as amended); (2) the
18 acknowledging party (a) has relied exclusively upon his, her or its own, independent legal and tax
19 counsel for advice (including tax advice) in connection with this Agreement, (b) has not entered
20 into this Agreement based upon the recommendation of any other Party or any attorney or advisor
21 to any other Party, and (c) is not entitled to rely upon any communication or disclosure by any
22 attorney or adviser to any other party to avoid any tax penalty that may be imposed on the
23 acknowledging party, and (3) no attorney or adviser to any other Party has imposed any limitation
24 that protects the confidentiality of any such attorney’s or adviser’s tax strategies (regardless of
25 whether such limitation is legally binding) upon disclosure by the acknowledging party of the tax
26 treatment or tax structure of any transaction, including any transaction contemplated by this
27 Agreement.

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1 15. Settlement Administration. Within thirty (30) calendar days after the Court grants
2 preliminary approval of this Agreement, Defendant shall provide the Settlement Administrator
3 with the Class Information for purposes of mailing Notice Packets to Settlement Class Members.
4 The Settlement Administrator will keep the list confidential, use it only for the purposes described
5 herein and take adequate safeguards to protect confidential or private information.

6 (a) Notice By First Class U.S. Mail. Upon receipt of the Class Information, the
7 Settlement Administrator will perform a search based on the National Change of Address
8 Database to update and correct any known or identifiable address changes. Within fourteen (14)
9 calendar days after receiving the Class Information from Defendant as provided herein, the
10 Settlement Administrator shall mail copies of the Notice Packet to all Settlement Class Members
11 via regular First Class U.S. Mail provided by Defendant. The Parties in conjunction with the
12 Settlement Administrator may correct immaterial errors on the Notice Packet or other mailed
13 materials without approval from the Court provided the changes do not alter the Preliminary
14 Approval Order by the Court. The Settlement Administrator shall exercise its best judgment to
15 determine the current mailing address for each Settlement Class Member. The address identified
16 by the Settlement Administrator as the current mailing address shall be presumed to be the best
17 mailing address for each Settlement Class Member. Each and every Settlement Class Member
18 whose Notice Packet is not returned to the Settlement Administrator as undeliverable within
19 fifteen (15) calendar days after mailing is conclusively presumed to have received the Notice
20 Packet.

21 (b) Undeliverable Notices. Any Notice Packets returned to the Settlement
22 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
23 forwarding address affixed thereto. If no forwarding address is provided, the Settlement
24 Administrator shall promptly attempt to determine a correct address by use of skip-tracing, or
25 other search using the name, address and/or Social Security number of the Settlement Class
26 Member involved, and shall then perform a re-mailing, if another mailing address is identified by
27 the Settlement Administrator. Settlement Class Members who received a re-mailed Notice Packet
28 shall have their Response Deadline extended ten (10) days from the original Response Deadline.

1 The 5:00 p.m. (PST) fax stamped deadline on the Response Deadline for faxed requests for
2 exclusions applies to this extension.

3 (c) Disputes Regarding Individual Settlement Payments. Settlement Class Members
4 will have the opportunity, should they disagree with Defendant's records regarding the dates of
5 employment stated in their Notice Packet, to provide documentation and/or an explanation to
6 show contrary employment dates. A Settlement Class Member challenging the number of
7 workweek(s) identified in the Notice Packet must also submit documentary evidence sufficient to
8 prove the number of Qualifying Workweeks. A Settlement Class Member challenging the
9 number of workweek(s) must submit their dispute by the Response Deadline.

10 If there is a dispute, the Settlement Administrator will consult with the Parties to
11 determine whether an adjustment is warranted. The Settlement Administrator shall determine the
12 eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this
13 Agreement. The Settlement Administrator's determination of the eligibility for and amount of
14 any Individual Settlement Payment shall be final and binding upon the Settlement Class Member
15 and the Parties, with no hearing or right of appeal.

16 (d) Disputes Regarding Administration of Settlement. Any disputes not resolved by
17 the Settlement Administrator concerning the administration of the Settlement will be resolved by
18 the Court under the laws of the State of California. Prior to any such involvement of the Court,
19 counsel for the Parties will confer in good faith to resolve the disputes without the necessity of
20 involving the Court.

21 (e) Exclusions. The Notice Packet shall state that Class Members who wish to
22 exclude themselves from the Settlement must submit a written request for exclusion by the
23 Response Deadline. The written request for exclusion must: (1) explicitly state that the individual
24 wishes to exclude themselves from the settlement; (2) contain the name, address, and the last four
25 digits of the Social Security and/or the Employee ID Number of the person requesting exclusion;
26 (3) be signed by the Class Member; and (4) be postmarked by the Response Deadline or be fax
27 stamped no later than 5:00 p.m. (PST) on the Response Deadline and returned to the Settlement
28 Administrator at the specified address or fax telephone number. The request for exclusion will

1 not be valid if it is not timely submitted, if it is not signed by the Class Member, or if it does not
2 contain sufficient information to identify the Class Member. The date of the postmark on the
3 return mailing envelope or fax stamp on the request for exclusion shall be the exclusive means
4 used to determine whether the request for exclusion was timely submitted. Any Class Member
5 who timely and validly requests to be excluded from the Settlement Class will not be entitled to
6 an Individual Settlement Payment under the Settlement and will not be bound by the terms of the
7 Settlement as to Released Class Claims or have any right to object, appeal or comment thereon.
8 (However, all Aggrieved Employees shall release all Released PAGA Claims if the Court grants a
9 final approval of this proposed settlement.) Class Members who do not submit a valid and timely
10 written request for exclusion on or before the Response Deadline as provided above shall be
11 bound by all terms of the Settlement and any final judgment entered in this Action if the
12 Settlement is approved by the Court. It shall be conclusively presumed that, if an exclusion
13 request is not postmarked on or before the end of the Response Deadline or was not fax stamped
14 prior to 5:00 p.m. (PST) on the date of the Response Deadline, the Class Member did not make
15 the request in a timely manner. A declaration submitted by any Class Member attesting to the
16 mailing of a request for exclusion on or before the Response Deadline shall be insufficient to
17 overcome the conclusive presumption that the request was not postmarked on or before the
18 expiration of the Response Deadline. Under no circumstances shall the Settlement Administrator
19 have the authority to extend the deadline for Class Members to file a request to opt out of the
20 Settlement. The Settlement Administrator shall accept or reject a Class Member's request for
21 exclusion, depending on whether it meets the criteria of this paragraph, and if the request is
22 denied, advise the Class Member accordingly. Plaintiffs agree not to request to be excluded from
23 the Class.

24 No later than fourteen (14) calendar days after the Response Deadline, the Settlement
25 Administrator shall provide Defendant with: (1) a final list of Class Members who have submitted
26 timely and valid written requests for exclusion as provided under this Agreement; (2) copies of all
27 requests for exclusion received by it, together with an explanation of the disposition thereof and
28 the reasons therefor; and (3) copies of all communications with Class Members regarding the

1 Settlement Administrator's determinations pursuant to this paragraph.

2 No later than fourteen (14) calendar days after the Response Deadline, the Settlement
3 Administrator shall also provide counsel for Defendant (but not Plaintiffs) with a final list of all
4 Settlement Class Members who are receiving payment and the amounts to be paid. At no time
5 shall any of the Parties or their counsel seek to solicit or otherwise encourage members of the
6 Settlement Class to submit requests for exclusion from the Settlement.

7 (f) Objections. The Notice Packet shall state that Settlement Class Members who
8 wish to object to the Settlement must, mail to the Settlement Administrator a written statement of
9 objection ("Notice of Objection") by the Response Deadline. The date of mailing shall be
10 deemed the exclusive means for determining that a Notice of Objection was submitted timely.
11 The Notice of Objection must be signed by the Settlement Class Member and state: (1) the full
12 name of the Settlement Class Member; (2) the dates of employment of the Settlement Class
13 Member; (3) the last four digits of the Settlement Class Member's Social Security number and/or
14 the Employee ID Number; (4) the basis for the objection; and (5) if the Settlement Class Member
15 intends to appear at the Final Approval/Settlement Fairness Hearing. Settlement Class Members
16 will further have a right to appear at the Final Approval/Settlement Fairness Hearing in order to
17 have their objections heard by the Court without first submitting a written objection or providing
18 a notice of intent to appear. However, Settlement Class Member who appear at the Final
19 Approval/Settlement Fairness Hearing will have to comply with all rules of the Court, including
20 the revised mandatory face mask order.

21 At no time shall any of the Parties or their counsel seek to solicit or otherwise encourage
22 Settlement Class Members to submit written objections to the Settlement or appeal from the
23 Order and Final Judgment. Class Counsel shall not represent any Settlement Class Members with
24 respect to any such objections.

25 16. Funding and Allocation of Gross Settlement Fund. This is a non-reversionary
26 Settlement in which Defendant is required to pay the entirety of the Gross Settlement Fund,
27 which includes Individual Settlement Payments, Class Representative Service Award, the Class
28 Counsel Award, LWDA Payment, and the Settlement Administration Costs, as specified in this

1 Agreement. No amount of the Gross Settlement Fund will revert to Defendant. In no event shall
2 Defendant be required to pay any amounts above the Gross Settlement Fund under this Settlement
3 and this Agreement. The Settlement Administrator will establish a Qualified Settlement Fund
4 pursuant to Section 468B(g) of the Internal Revenue Service Code for the purpose of
5 administering the Settlement. Within twenty-one (21) calendar days after the Effective Date,
6 Defendant shall remit to the Settlement Administrator an amount equal to the Gross Settlement
7 Fund as set forth in this Agreement. Defendant's payment of such sums shall be the sole
8 financial obligation of Defendant under this Agreement, and shall be in full satisfaction of all
9 claims released herein, including, without limitation, all claims for wages, penalties, interest,
10 attorneys' fees, costs and expenses.

11 (a) Individual Settlement Payments. The Individual Settlement Payments will be paid
12 according to the respective settlement formulas set forth herein. Individual Settlement Payments
13 shall be mailed by regular First Class U.S. Mail to Settlement Class Members' last known
14 mailing address within fourteen (14) calendar days after Defendant provide funds to the
15 Settlement Administrator for disbursement under this Agreement. Class Individual Settlement
16 Payments will be allocated as follows: 90% will be allocated to 1099 income and 10% will be
17 allocated to W-2 income and subject to withholding. Any checks issued to Settlement Class
18 Members shall remain valid and negotiable for one hundred and eighty (180) days from the date
19 of their issuance. After that time, the funds for any such unclaimed and thereby void checks will
20 be deposited with the Controller of the State of California or its designee by the Settlement
21 Administrator in accordance with the Controller's procedures, in compliance with Unclaimed
22 Property Law, Code of Civil Procedure, section 1500. No person shall have any claim against the
23 Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other agent
24 designated by Plaintiff or Defendant based upon the distribution of Individual Settlement
25 Payments made substantially in accordance with this Agreement or further orders of the Court.
26 Defendant shall have no liability with respect to the maintenance, preservations, allocation or
27 disbursement of the Gross Settlement Fund or any dispute by any Settlement Class Member
28 concerning the handling or resolution of his or her Individual Settlement Payment. By cashing or

1 otherwise negotiating the check for the Individual Settlement Payment, a Settlement Class
2 Member gives his or her consent to be a party plaintiff in this action pursuant to the FLSA.

3 (b) Calculation of Individual Settlement Payments for the Settlement Class.

4 Defendant will calculate the total Qualifying Workweeks for all Settlement Class Members. The
5 respective Qualifying Workweeks for each Settlement Class Member will be divided by the total
6 Qualifying Workweeks for all Settlement Class Members, resulting in the Class Payment Ratio
7 for each Settlement Class Member. Defendant will provide the list of total Qualifying
8 Workweeks for each Settlement Class Member to the Settlement Administrator via electronic
9 spreadsheet, and also provide a copy of that spreadsheet to Class Counsel (except that the copy to
10 Class Counsel shall not list the names, addresses, or social security numbers of the Class
11 Members, but will identify each Class Member by a number). Each Settlement Class Member's
12 Class Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each
13 Settlement Class Member's estimated Individual Settlement Payments. Each Individual
14 Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g.,
15 employee payroll taxes, etc.) for each Settlement Class Member. All payroll taxes and required
16 withholdings from the Individual Settlement Payments, including but not limited to Defendant's
17 FICA and FUTA contributions and the employees' portion of any required withholdings shall be
18 paid from the Gross Settlement Fund. The Settlement Administrator shall calculate, withhold
19 from the Class Individual Settlement Payments, and remit to applicable governmental agencies
20 sufficient amounts as may be owed by the Settlement Class Members for applicable employee
21 taxes. The Settlement Administrator will issue appropriate tax forms to each Settlement Class
22 Member. Settlement Class Members are not eligible to receive any compensation other than the
23 Individual Settlement Payment from this Settlement. Whether or not the Settlement Class
24 Members receive any payment, this Agreement shall be binding upon them. The Settlement
25 Administrator will provide an electronic spreadsheet identifying the distribution of funds for each
26 Class Member to Defendant's counsel, and also provide a copy of that spreadsheet to Class
27 Counsel (except that the copy to Class Counsel shall not list the names, addresses, or social
28 security numbers of the Class Members, but will identify each Class Member by the same number

1 used by Defendant to identify each such Class Member in the spreadsheet above).

2 (c) PAGA Payment ("LWDA Payment"). The LWDA Payment of Fifteen Thousand
3 and no dollars (\$15,000) shall be allocated and paid along with and in the same manner as the
4 Individual Settlement Payments for the Settlement Class as follows: Seventy-five percent (75%),
5 or \$11,250, will be paid to the California Labor and Workforce Development Agency. Twenty-
6 five (25%), or \$3,750, will be distributed on a pro rata basis to Aggrieved Employees on a pro
7 rata basis based on the percentage of each Aggrieved Employee's PAGA Workweeks compared
8 to the aggregate (sum) of all Aggrieved Employee's PAGA Workweeks. Defendant shall have
9 the option of voiding this Agreement and Settlement in the event the LWDA refuses to accept the
10 above amount in full for all civil penalties to aggrieved employees in connection with the civil
11 penalty claims alleged in this Action or otherwise challenges the above allocation. Those Class
12 Members who are not also Aggrieved Employees will not receive any portion of the LWDA
13 Payment. Those Aggrieved Employees who are not Class Members or who excluded themselves
14 from this Settlement will be paid their pro rata award of LWDA payment as provided herein in
15 the same fashion as Class Members. However, no Aggrieved Employee shall have the right to
16 opt out of or object to the PAGA award, and the determination of the adequacy of the PAGA
17 award as a whole shall be determined solely by the Court. Any Aggrieved Employee may,
18 however, contest their qualifying workweeks for the purposes of the PAGA Payment in the same
19 fashion used for contesting qualifying workweeks for the Individual Payments for the class
20 action.

21 (d) Class Representative Service Award. Plaintiff shall have the right to request
22 approval of a Class Representative Service Award of up to \$10,000, in exchange for the Released
23 Class Claims, Released PAGA Claims, and a General Release and for her time and effort in
24 bringing and prosecuting this matter. Defendant agrees not to oppose or object to any application
25 or motion by Plaintiff for a Class Representative Service Award of up to \$10,000. The Class
26 Representative Service Award shall be paid to Plaintiff from the Gross Settlement Fund no later
27 than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator
28 for disbursement under this Agreement. Any portion of the requested Class Representative

1 Service Award that is not awarded to the Class Representative shall be part of the Net Settlement
2 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
3 The Settlement Administrator shall issue an IRS Form 1099 — MISC to Plaintiff for her Class
4 Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all
5 applicable taxes on her Class Representative Service Award and shall hold harmless Defendant
6 from any claim or liability for taxes, penalties, or interest arising as a result of the Class
7 Representative Service Award. The Class Representative Service Award shall be in addition to
8 the Plaintiff's Individual Settlement Payments as a Settlement Class Member. In the event that
9 the Court reduces or does not approve the requested Class Representative Service Award,
10 Plaintiff shall not have the right to revoke the Settlement, and it will remain binding.

11 (e) Class Counsel Award. Defendant agrees not to oppose or object to any application
12 or motion by Class Counsel for attorneys' fees not to exceed one third (33 and 1/3%) of the Gross
13 Settlement Fund (\$155,000 out of \$465,000) and for costs not to exceed Twelve Thousand
14 Dollars and no cents (\$12,000) from the Gross Settlement Fund. Any portion of the requested
15 Class Counsel Award that is not awarded to Class Counsel shall be part of the Net Settlement
16 Amount and shall be distributed to Settlement Class Members as provided in this Agreement.
17 The Class Counsel Award shall be paid to Class Counsel from the Gross Settlement Fund no later
18 than fourteen (14) calendar days after Defendant provides funds to the Settlement Administrator
19 for disbursement under this Agreement. Class Counsel shall be solely and legally responsible to
20 pay all applicable taxes on the payment made pursuant to this paragraph. The Settlement
21 Administrator shall issue an IRS Form 1099 — MISC to Class Counsel for the payments made
22 pursuant to this paragraph. In the event that the Court reduces or does not approve the requested
23 Class Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke the
24 Settlement, or to appeal such order, and the Settlement will remain binding.

25 (f) Settlement Administration Costs. The Settlement Administrator shall be paid for
26 the costs of administration of the Settlement from the Gross Settlement Fund. The estimate of
27 such costs of administration for the disbursement of the Gross Settlement Fund is approximately
28 \$12,000. No fewer than twenty-one (21) days prior to the Final Approval Hearing, the Settlement

1 Administrator shall provide the Parties with a statement detailing the costs of administration of
2 this Settlement. The Settlement Administrator shall be paid the Settlement Administration Costs
3 no later than fourteen (14) calendar days after Defendant provides funds to the Settlement
4 Administrator for disbursement under this Agreement. The Settlement Administrator, on
5 Defendant's behalf, shall have the authority and obligation to make payments, credits and
6 disbursements, including payments and credits in the manner set forth herein, to Settlement Class
7 Members calculated in accordance with the methodology set out in this Agreement and orders of
8 the Court.

9 (g) The Parties agree to cooperate in the Settlement administration process and to
10 make all reasonable efforts to control and minimize the cost and expenses incurred in
11 administration of the Settlement. The Parties each represent they do not have any financial
12 interest in the Settlement Administrator or otherwise have a relationship with the Settlement
13 Administrator that could create a conflict of interest.

14 (h) The Settlement Administrator shall be responsible for: processing and mailing
15 payments to the Plaintiff, Class Counsel, Settlement Class Members; printing, translating and
16 mailing the Notice Packets and postcards to the Settlement Class Members as directed by the
17 Court; receiving and reporting the requests for exclusion submitted by Settlement Class
18 Members; deducting taxes from Individual Settlement Payments and distributing tax forms;
19 processing and mailing tax payments to the appropriate state and federal taxing authorities;
20 providing declaration(s) as necessary in support of preliminary and/or final approval of this
21 Settlement; and other tasks as the Parties mutually agree or the Court orders the Settlement
22 Administrator to perform. The Settlement Administrator shall keep the Parties timely apprised of
23 the performance of all Settlement Administrator responsibilities. No later than fifteen (15)
24 calendar days after the Response Deadline, the Settlement Administrator shall provide counsel for
25 the Parties, without disclosing the information to Plaintiffs or Defendant, with a final accounting
26 of the Gross Settlement Fund and report the amount of all payments to be made to each
27 Settlement Class Member by employee number.

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1 (i) Notice of Final Judgment. Any payment provided to Class Members under this
2 Settlement shall be accompanied by a notice noting the payment is being made pursuant to the
3 Settlement in this Action and that Final Judgment can be found Class Counsel's website (listing
4 the specific URL at which the Final Judgment) or from the Court.

5 17. Option to Terminate Settlement. If, after the Response Deadline and before the
6 Final Approval/Settlement Fairness Hearing, the number of Class Members who submitted timely
7 and valid written requests for exclusion from the Settlement is at least ten percent (10%) of all
8 Class Members, Defendant shall have, in its sole discretion, the option to terminate this
9 Settlement. If Defendant exercises the option to terminate this Settlement, Defendant shall: (a)
10 provide written notice to Class Counsel within fifteen (15) calendar days after the Response
11 Deadline and (b) pay all Settlement Administration Costs incurred up to the date or as a result of
12 the termination; and the Parties shall proceed in all respects as if this Agreement had not been
13 executed.

14 18. Preliminary Approval of Settlement. Upon execution of this Agreement, Plaintiff
15 shall file a motion for preliminary approval by the Court of the settlement hereunder
16 ("Preliminary Approval Motion") including the approval of the following:

- 17 a. Preliminarily approving the proposed Settlement and this Agreement;
- 18 b. Certifying this action under section 382 of the California Code of Civil Procedure
19 and Rule 3.760, et seq. of the California Rules of Court as a class action for purposes of
20 settlement only with respect to the proposed Settlement Class;
- 21 c. Preliminarily approving the appointment of Plaintiff as representative of the Class
22 for settlement purposes;
- 23 d. Preliminarily approving the appointment of Class Counsel as counsel for the
24 Class;
- 25 e. Appointing and approving ILYM Group, Inc. or such other administrator as
26 chosen by the Parties and approved by the Court, to administer the claims and Individual
27 Settlement Payment procedures required by this Agreement;
- 28 f. Approving the form of the Class Notice, and requiring that each be sent to

1 Settlement Class Members;

2 g. Approving the Notice Plan;

3 h. Preliminarily approving Class Counsel's request for attorneys' fees and costs
4 subject to final review by the Court;

5 i. Preliminarily approving estimated cost of administration payable to the Settlement
6 Administrator;

7 j. Preliminarily approving Plaintiff's enhancement awards;

8 k. Scheduling the Final Settlement Hearing for consideration of class certification for
9 settlement purposes only and final approval of this Agreement;

10 l. Approving the procedure for Class Members to opt out of the Settlement and
11 setting a date after which no Class Members shall be allowed to submit requests to opt out; and

12 m. Approving the procedure for Class Members to object to the Settlement.

13 Defendant shall not oppose Class Counsel's Preliminary Approval Motion so long as the
14 motion and supporting papers are consistent with the terms of this Agreement. Class Counsel
15 shall provide Defendant with a reasonable opportunity to review, and provide comments on, the
16 motion for preliminary approval of the Settlement before the motion and supporting papers are
17 filed with the Court. Notwithstanding the foregoing, Defendant may, without opposing the
18 motion for preliminary approval, advise the Court if Defendant disagree with any of the factual
19 statements included by Plaintiff in the motion and supporting papers.

20 19. Final Settlement Approval Hearing and Entry of Final Judgment. Plaintiff will
21 request, and Defendant will concur in said request, that the Court enter, after the Final
22 Approval/Settlement Fairness Hearing, a Final Order and Final Judgment drafted by Plaintiff in a
23 form that is consistent with this Agreement and subject to prior review and approval by
24 Defendant. Plaintiff will request that the Final Order and Final Judgment find that this
25 Agreement and Settlement is fair, just, equitable, reasonable, adequate and in the best interests of
26 the Class; permanently enjoin all Settlement Class Members from pursuing, or seeking to reopen,
27 Released Class Claims and/or Released PAGA Claims against the Released Parties; and require
28 the Parties to carry out the provisions of this Agreement. The Final Approval/Settlement Fairness

1 Hearing shall also be conducted to determine the amount properly payable for (i) the Class
2 Counsel Award, (ii) the Class Representative Service Award, (iii) Individual Settlement
3 Payments, (iv) the LWDA Payment, and (v) the Settlement Administration Costs. After granting
4 Final Approval, the Court shall retain jurisdiction over the Parties to enforce the terms of the
5 judgment.

6 20. Nullification of Agreement. In the event: (i) the Court does not grant preliminary
7 approval; (ii) the Court does not grant final approval; (iii) the Court does not enter a final
8 judgment as provided herein; or (iv) the Settlement does not become final for any other reason,
9 either party shall have the right (upon seven (7) calendar days' written notice) to declare this
10 Settlement Agreement null and void and any order or judgment entered by the Court in
11 furtherance of this Settlement shall be treated as void from the beginning. In such a case, the
12 Parties and any funds to be awarded under this Settlement shall be returned to their respective
13 statuses as of the date and time immediately prior to the execution of this Agreement, and the
14 Parties shall proceed in all respects as if this Agreement had not been executed, except that any
15 costs already incurred by the Settlement Administrator shall be paid by equal apportionment
16 among the Parties. All evidence relating to the Agreement and all negotiations shall not be
17 admissible or discoverable in the Action or otherwise.

18 21. No Undue Publicity. Neither the Plaintiff nor Class Counsel shall publicize, or
19 cause to be publicized, directly or indirectly, the discussions resulting in or the existence of this
20 settlement or its terms, on Class Counsel's website or any social media platform. Class Counsel
21 will be permitted to refer to this settlement in a pleading submitted to a court solely for purposes
22 of establishing their adequacy as counsel in representative actions or in individual attorney
23 resumes so long as the pleading or resume is not posted on Class Counsels' website or any social
24 media platform. Notwithstanding the foregoing, Class Counsel may, after final approval, publicly
25 reference this matter in a manner that does not disclose the identity of the Parties or Released
26 Parties (e.g. Class Counsel's law firm may state, but not publicize on its website, that it resolved a
27 wage and hour class action matter involving a particular number of claimants, but not state the
28 parties, released parties, nature of employment, job title, specific settlement amount, case

description, case venue, case caption, or case title.)

22. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g., vacations, holiday pay, retirement plans, etc.) of the Plaintiff or Settlement Class Members. The payments made pursuant to this settlement shall not have any effect on the eligibility or calculation of any employee benefits provided by Defendant or any benefits plan. The parties agree these payments do not represent any modification of any employee's previously-credited hours of service or other eligibility criteria under any employee pension benefit plan, employee welfare benefit plan, or other program or policy. These payments also will not be considered wages, compensation, or annual earnings for benefits in any year for purposes of determining eligibility for, or benefit accrual within, any employee pension benefit plan, employee welfare benefit plan or other program or policy.

23. No Admission By the Parties. Defendant denies any and all claims alleged in this Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission, and shall not be used against Defendant as an admission or indication with respect to any claim of any fault, concession or omission by Defendant.

24. Exhibits and Headings. The terms of this Agreement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of any paragraphs or sections of this Agreement are inserted for convenience of reference only and do not constitute a part of this Agreement.

25. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Action, except such proceedings necessary to implement and complete the Settlement, pending the Final Approval/Settlement Fairness Hearing to be conducted by the Court.

26. Amendment or Modification. This Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest.

27. Entire Agreement. This Agreement and any attached Exhibits constitute the entire

1 Agreement among these Parties, and no oral or written representations, warranties or inducements
2 have been made to any Party concerning this Agreement or its Exhibits other than the
3 representations, warranties and covenants contained and memorialized in the Agreement and its
4 Exhibits,

5 28. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
6 and represent they are expressly authorized by the Parties whom they represent to negotiate this
7 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
8 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
9 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each
10 other and use their best efforts to effect the implementation of the Settlement. The persons
11 signing this Agreement on behalf of Defendant represent and warrant that they are authorized to
12 sign this Agreement on behalf of Defendant. Named Plaintiff represents and warrants that she
13 has not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer or
14 encumber to any person or entity, any portion of any liability, claim, demand, action, cause of
15 action or rights released or discharged except as may be set forth herein.

16 29. Motions for Preliminary and Final Approval. The Parties and their counsel will
17 cooperate with each other and use their best efforts to effect the Court's approval of the Motions
18 for Preliminary and Final Approval.

19 30. Binding on Successors and Assigns. This Agreement shall be binding on, and
20 shall inure to the benefit of, the Parties and their respective successors, assigns, executors,
21 administrators, heirs, and legal representatives.

22 31. California Law Governs. All terms of this Agreement and the Exhibit(s) hereto
23 and any disputes arising hereunder shall be governed by and interpreted according to the laws of
24 the State of California.

25 32. Counterparts. This Agreement may be executed in one or more counterparts. All
26 executed counterparts and each of them shall be deemed to be one and the same instrument
27 provided that counsel for the Parties to this Agreement shall exchange among themselves copies
28 or originals of the signed counterparts.

1 33. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
2 Settlement is a fair, adequate and reasonable settlement of this Action and have arrived at this
3 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
4 present and potential.

5 34. Jurisdiction of the Court. The Parties agree that the Court shall retain jurisdiction
6 with respect to the interpretation, implementation and enforcement of the terms of this Agreement
7 and all orders and judgments entered in connection therewith, and the Parties and their counsel
8 hereto submit to the jurisdiction of the Court for purposes of interpreting, implementing and
9 enforcing the settlement embodied in this Agreement and all orders and judgments entered in
10 connection therewith.

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

15 36. Waiver of Certain Appeals. If this Agreement is approved by the Court and
16 judgment entered as provided herein, the Parties agree to waive any right to appeal from the
17 judgment.

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37. Termination of Litigation Hold. The parties agree that any litigation hold concerning this action may expire on the 180th day after the Effective Date.

38. 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 Code of Civil Procedure section 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310 for the entire period of this settlement process.

IT IS SO STIPULATED.

ARNOLD LAW FIRM

Dated: April 9, 2026

By: John Godoy
John Godoy
Attorney for Plaintiff Brittney Rand

Dated: April 9, 2026

By:  Brittney Rand (Apr 9, 2026 14:07:29 PDT)
Brittney Rand
Plaintiff

BURKE, WILLIAMS & SORENSSEN, LLP

Dated: April , 2026

By Keiko J. Kojima,
Attorney for Defendant
Pro's Choice Beauty Care, Inc.

PRO'S CHOICE BEAUTY CARE, INC.

Dated: April , 2026

By _____
[Name]
[Title]

Rand - Settlement Agreement - April 2026

Final Audit Report

2026-04-09

Created:	2026-04-08
By:	Nico Serrano (nico@justice4you.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAncFMUr_WTHIQOEK5u6oj6MYr0NjIAJ3f

"Rand - Settlement Agreement - April 2026" History

-  Document created by Nico Serrano (nico@justice4you.com)
2026-04-08 - 9:24:23 PM GMT
-  Document emailed to Brittney Rand (bcampbell0719@gmail.com) for signature
2026-04-08 - 9:24:28 PM GMT
-  Email viewed by Brittney Rand (bcampbell0719@gmail.com)
2026-04-08 - 11:32:27 PM GMT
-  Document e-signed by Brittney Rand (bcampbell0719@gmail.com)
Signature Date: 2026-04-09 - 9:07:29 PM GMT - Time Source: server
-  Agreement completed.
2026-04-09 - 9:07:29 PM GMT

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4 litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further
5 agree that upon the signing of this Agreement that pursuant to Code of Civil Procedure section
6 583.330 to extend the date to bring a case to trial under Code of Civil Procedure section 583.310
7 for the entire period of this settlement process.

8 IT IS SO STIPULATED.

9
10 ARNOLD LAW FIRM

11 Dated: April __, 2026

12 By: _____
13 John Godoy
14 Attorney for Plaintiff Brittney Rand

15
16 Dated: April __, 2026

17 By: _____
18 Brittney Rand
19 Plaintiff

20 BURKE, WILLIAMS & SORENSEN, LLP

21 Dated: April 9, 2026

22 By Keiko J. Kojima
23 Keiko J. Kojima,
24 Attorney for Defendant
25 Pro's Choice Beauty Care, Inc.

26 Dated: April 9, 2026

27 PRO'S CHOICE BEAUTY CARE, INC.

28 By Joseph Gewolf
 Joseph Gewolf
 Chief Financial Officer