

EXHIBIT 1

**to [Proposed] Order Finally Approving Class
Action Settlement and Entering Judgment**

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Action Settlement and Entering Judgment**

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MAYRA CASAS and JULIO FERNANDEZ

15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA

18 MAYRA CASAS, an individual, on
behalf of herself and all others similarly
19 situated,

20 Plaintiff,

21 vs.

22 VICTORIA'S SECRET STORES,
LLC, a business entity of unknown
23 form, LIMITED BRANDS, a business
entity of unknown form, and DOES 1
24 through 100, inclusive,

25 Defendants.
26
27
28

Case No. 2:14-CV-06412 GW (VBKx)

**JOINT STIPULATION RE: CLASS
ACTION SETTLEMENT**

Dist. Judge: Hon. George H. Wu
Mag. Judge: Hon. Victor B. Kenton

Complaint Filed: July 9, 2014
First Amended
Complaint Filed: September 5, 2014
Second Amended
Complaint Filed: December 29, 2014
Third Amended
Complaint Filed: February 13, 2015

Trial Date: None Set

1 TO THE COURT AND TO ALL PARTIES AND THEIR RESPECTIVE
2 COUNSEL OF RECORD:

3 This Joint Stipulation re: Class Action Settlement (hereinafter, “Stipulation” or
4 “Settlement”) is made and entered into by and between plaintiffs Mayra Casas
5 (“Casas”) and Julio Fernandez (“Fernandez,” and, collectively with Casas,
6 “Plaintiffs”), on behalf of themselves and on behalf of others similarly situated; and
7 defendant Victoria’s Secret Stores, LLC (“Defendant”), hereinafter collectively
8 referred to as the “Parties.” Subject to the approval of the Court, the Action is
9 hereby being compromised and settled pursuant to the terms and conditions set forth
10 in this Stipulation. This Settlement shall be binding on Plaintiffs and the class they
11 purport to represent, Defendant, and on their respective counsel, subject to the terms
12 and conditions hereof and the approval of the Court.

13 THE PARTIES STIPULATE AND AGREE as follows:

14 I. DEFINITIONS

15 1. The following terms, as used throughout this Stipulation, are defined as
16 follows:

17 a) Action. The term “Action” shall mean and refer to the legal
18 action pending in the United States District Court, Central District of
19 California, Case No. 2:14-cv-06412-GW (VBKx), entitled *Mayra Casas, et al.*
20 *v. Victoria’s Secret Stores, LLC, et al.*, which is also currently pending before
21 the Ninth Circuit Court of Appeal, Case No. 15-56162.

22 b) Check Cashing Deadline. The term “Check Cashing Deadline”
23 shall mean one hundred eighty (180) days after an Individual Settlement
24 Award is issued to a Class Member by check.

25 c) Claims Administrator. The term “Claims Administrator” shall
26 refer to CPT Group, Inc., or any other third-party class action settlement
27 administrator agreed to by the Parties and approved by the Court for the
28 purposes of administering this Settlement.

1 d) Class. The term “Class” shall mean and refer, collectively, to all
2 Class Members.

3 e) Class Counsel. The term “Class Counsel” shall refer,
4 collectively, to Marlin & Saltzman, LLP, located at 29229 Canwood Street,
5 Suite 208, Agoura Hills, California 91301, and all of its lawyers, specifically
6 including, but not limited to, Stanley D. Saltzman, Stephen P. O’Dell, and
7 David C. Leimbach.

8 f) Class Members. The term “Class Members” shall mean all
9 current and former employees of Defendant, who worked in California during
10 the Class Period; who were classified as non-exempt from overtime pay,
11 excluding Defendant, its owners, directors, officers, executives, and all
12 management personnel whose responsibility it was to maintain and/or enforce
13 the policies, procedures, customs and/or business practices complained of in
14 the Action; who do not timely submit a Request for Exclusion; and to whom a
15 Notice was mailed pursuant to Paragraph 19, subparagraph (b).

16 g) Class Period. The term “Class Period” shall mean the time period
17 from July 9, 2010 to the Preliminary Approval Date.

18 h) Class Representatives. The term “Class Representatives” shall
19 mean and refer to plaintiffs Mayra Casas and Julio Fernandez. The term
20 “Class Representatives” shall be synonymous with the term “Plaintiffs.”

21 i) Court. The term “Court” shall refer to the Honorable George H.
22 Wu of the United States District Court for the Central District of California,
23 before whom the Action is pending.

24 j) Defendant. The term “Defendant” shall mean and refer to
25 Victoria’s Secret Stores, LLC.

26 k) Defendant’s Counsel. The term “Defendant’s Counsel” shall
27 refer, collectively, to Lori A. Bowman, Beth Gunn, and Jennifer L. Katz of
28 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., located at 400 South Hope

1 Street, Suite 1200, Los Angeles, California, 90071.

2 l) Effective Date. The term “Effective Date” shall mean the date by
3 which this Settlement is finally approved, as provided herein, and on which
4 the Court’s Judgment becomes final, as further detailed in Paragraph 8, herein.

5 m) Final Settlement Approval Hearing. The term “Final Settlement
6 Approval Hearing” shall mean and refer to a hearing before the Court to
7 finally approve the Settlement as fair, reasonable, and adequate, as further
8 detailed in Paragraph 27, herein.

9 n) Final Settlement Papers. The term “Final Settlement Papers”
10 shall refer to and include a Motion for Final Approval of the Settlement,
11 Motion for Attorneys’ Fees and Costs, and [Proposed] Final Settlement Order.

12 o) Fourth Amended Complaint. The term “Fourth Amended
13 Complaint” shall mean and refer to the Fourth Amended Complaint to be filed
14 to add claims for split shift pay and unreimbursed business expenses, which is
15 attached hereto as **Exhibit D**.

16 p) Individual Settlement Award. The term “Individual Settlement
17 Award” shall mean a Class Member’s share of the Net Settlement Amount, as
18 further detailed in Paragraph 17, subparagraph (f), herein.

19 q) Net Settlement Amount. The term “Net Settlement Amount”
20 shall mean and refer to the balance of the Total Class Action Settlement
21 Amount, after all Court-approved deductions for attorneys’ fees and actual
22 costs to Class Counsel, the claims administration costs and fees, Class
23 Representatives’ enhancement awards, and the PAGA Allocation. The Net
24 Settlement Amount is the maximum amount that will be available for
25 distribution to Class Members.

26 r) Notice. The term “Notice” shall mean the Notice of Class Action
27 Settlement, attached hereto as **Exhibit A**.

28 s) Opt-Out Deadline. The term “Opt-Out Deadline” shall mean

1 thirty (30) days after the Notice is mailed to Class Members by the Claims
2 Administrator.

3 t) Parties. The term “Parties” shall mean and refer collectively to
4 plaintiffs Mayra Casas and Julio Fernandez, on behalf of the Class, and
5 Defendant.

6 u) Plaintiffs. The term “Plaintiffs” shall mean and refer to plaintiffs
7 Mayra Casas and Julio Fernandez. The term “Plaintiffs” shall be synonymous
8 with the term “Class Representatives.”

9 v) Preliminary Approval Date. The term “Preliminary Approval
10 Date” shall mean the date that the Court enters the Preliminary Approval
11 Order, attached hereto as **Exhibit B**, including any revisions required by the
12 Court.

13 w) Released Parties. The term “Released Parties” shall mean and
14 refer to Defendant and all of Defendant’s current or former parent companies,
15 subsidiary companies and/or related companies, partnerships, or joint
16 ventures, and, with respect to each of them, all of their and/or such related
17 entities’ predecessors and successors, and, with respect to each such entity, all
18 of its past, present, and future employees, officers, partners, principals,
19 directors, stockholders, owners, representatives, assigns, attorneys, agents,
20 insurers, employee benefit programs (and the trustees, administrators,
21 fiduciaries, and insurers of such programs), and any other persons acting by,
22 through, under, or in concert with any of the persons or entities listed in this
23 subsection, and their successors.

24 x) Stipulation. The term “Stipulation” shall refer to this document,
25 entitled “Joint Stipulation re: Class Action Settlement,” including all exhibits
26 attached hereto.

27 y) Total Class Action Settlement Amount. The term “Total Class
28 Action Settlement Amount” shall mean exactly Twelve Million Dollars

1 (\$12,000,000.00). This is the maximum possible amount that may be paid by
2 Defendant to resolve this Action, with the sole exception of certain additional
3 tax payments to be made pursuant to Paragraph 19, subparagraph (i). The
4 Total Class Action Settlement Amount is a common fund, non-reversionary
5 amount.

6 2. Date Of This Stipulation. This Stipulation is made as of the date set
7 forth below by and between Plaintiffs, on behalf of themselves and the Class, on the
8 one hand, and Defendant, on the other hand, subject to the approval of the Court.

9 **II. BACKGROUND OF THE LEGAL ACTION**

10 3. Complaint Filed In Los Angeles County Superior Court And Removed
11 To The Central District Of California. Casas filed the instant Action, entitled *Mayra*
12 *Casas, et al. v. Victoria's Secret Stores, LLC, et al.*, in Los Angeles County Superior
13 Court on July 9, 2014. In it, Casas alleged causes of action for: (1) Failure to pay
14 reporting time on regularly scheduled shifts (8 Cal. Code Regs. § 11070(5); Cal. Lab.
15 Code § 558); (2) Failure to pay reporting time on "call-in" shifts (8 Cal. Code Regs.
16 § 11070(5); Cal. Lab. Code § 558); (3) Failure to pay for all time worked (Cal. Lab.
17 Code §§ 510, 1194, 1194.2, 1197, and 1198; Wage Order); (4) Failure to maintain
18 required business records (Cal. Lab. Code §§ 1174, 1174.5; Wage Order); (5) Failure
19 to provide accurate itemized wage statements (Cal. Lab. Code §§ 226, 226.3; Wage
20 Order); (6) Unfair business practices (Bus. & Prof. Code §§ 17200, *et seq.*); and (7)
21 Civil penalties under the Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et*
22 *seq.*). Defendant subsequently removed the Action to the Central District of
23 California, where it was assigned Case No. 2:14-cv-06412-GW (VBKx). On
24 September 5, 2014, Plaintiffs filed a First Amended Complaint ("FAC"), amending
25 the complaint to add Fernandez as a named plaintiff and putative class representative
26 and to add an additional claim for failure to pay all wages earned at termination
27 pursuant to California Labor Code sections 200 through 203. Defendant moved to
28 dismiss Plaintiff's FAC, which Plaintiffs opposed. Following supplemental briefing,

1 the Court granted, in part, Defendant's motion to dismiss Plaintiffs' FAC on
2 December 29, 2014. Thereafter, Plaintiffs filed a Second Amended Complaint
3 ("SAC"), alleging causes of action for: (1) Failure to pay reporting time pay (8 Cal.
4 Code Regs. § 11070(5); Cal. Lab. Code § 558); (2) Failure to pay overtime (Cal.
5 Lab. Code §§ 510, 1194; Wage Order); (3) Failure to pay minimum wage (Cal. Lab.
6 Code §§ 1182.11, 1182.12, 1194, 1194.2, 1197; Wage Order); (4) Failure to maintain
7 required business records (Cal. Lab. Code §§ 1174, 1174.5; Wage Order); (5) Failure
8 to provide accurate itemized wage statements (Cal. Lab. Code §§ 226, 226.3; Wage
9 Order); (6) Failure to pay all wages earned at termination (Cal. Lab. Code §§ 200–
10 203); (7) Unlawful business practices (Bus. & Prof. Code §§ 17200, *et seq.*); (8)
11 Unfair business practices (Bus. & Prof. Code §§ 17200, *et seq.*); and (9) Civil
12 penalties under the Private Attorneys General Act (Cal. Lab. Code §§ 2698, *et seq.*).
13 Defendants then moved to dismiss Plaintiffs' SAC, which Plaintiffs opposed.
14 During that time, Plaintiffs also moved this Court to certify for interlocutory appeal
15 pursuant to 28 U.S.C. § 1292(b) its order dismissing certain claims from the FAC,
16 which Defendant opposed. Thereafter, following the Court's decision on February
17 13, 2015 to grant, in part, Defendant's motion to dismiss Plaintiffs' SAC, Plaintiffs
18 filed a Third Amended Complaint ("TAC"), which is currently the operative
19 complaint in this action, alleging the same claims and causes of action set forth in the
20 SAC. Defendant moved to dismiss the TAC, which Plaintiffs opposed. Before
21 ruling on Defendant's motion to dismiss the TAC, this Court granted Plaintiffs'
22 motion to certify for interlocutory appeal pursuant to 28 U.S.C. § 1292(b) its order
23 dismissing, in part, Plaintiffs' FAC. Thereafter, the Ninth Circuit granted Plaintiffs'
24 petition for interlocutory appeal, the parties lodged formal merits briefing, and the
25 parties participated in oral argument on October 5, 2016. Defendant generally denies
26 Plaintiffs' claims, including the allegations in the Complaint, FAC, SAC, and TAC.

27 4. Mediation And Settlement Agreement Reached By The Parties. On
28 October 25, 2016, the Parties and their counsel participated in a formal mediation

1 session before Steven G. Pearl, Esq., of ADR Services, Inc., in Los Angeles,
2 California. At the conclusion of the October 25, 2016 mediation session, the Parties,
3 by and through their counsel, reached an agreement to resolve the Action pursuant to
4 terms set forth in a Memorandum of Understanding. This Stipulation formalizes the
5 Settlement agreement reached by the Parties.

6 5. Investigation. The Parties have conducted a detailed and
7 comprehensive investigation of the claims asserted against Defendant and of the
8 applicable law. Although the Action – including discovery – has been stayed during
9 initial motion practice before the Court and pending Plaintiffs’ appeal of the Court’s
10 order granting Defendant’s motion to dismiss the FAC, the Parties agreed to engage
11 in informal discovery to prepare for mediation, which included: (a) analysis by the
12 Parties of payroll records, time records, scheduling records, and other related records
13 and policies pertaining to Plaintiffs, Class Members, and the claims asserted in the
14 Action; (b) Defendant’s identification of all current and former non-exempt putative
15 class member employees in the relevant job categories during the relevant time
16 period; (c) research of the law applicable to Plaintiffs’ claims and Defendant’s
17 affirmative defenses, as well as the damages alleged by Plaintiffs; (d) examination
18 and analysis of information and documents; and (f) consideration of information
19 disclosed at and in connection with mediation. Based upon the information known
20 as of February 27, 2016, the number of Class Members was approximately 36,278.

21 6. Benefits Of Settlement. The Class Representatives and Class Counsel
22 recognize the uncertainty and risk of the outcome of further litigation, and the
23 difficulties and delays inherent in such litigation. The Class Representatives and
24 Class Counsel also are aware of the burdens of proof necessary to establish liability
25 for the claims asserted in the Action, the defenses thereto, and the difficulties
26 inherent in the Action. Based on the foregoing, the Class Representatives and Class
27 Counsel have determined that the Settlement set forth in this Stipulation is a fair,
28 adequate, and reasonable settlement, and that it is in the best interest of the Class

1 Members. Based on their discovery and investigation, Class Counsel has determined
2 that the Settlement is well within the range of reasonableness. The settlement
3 embodied and documented in this Stipulation is the product of extensive, arms-
4 length negotiations, and is not the product of collusion. Likewise, Defendant has
5 concluded that any further defense of this Action would be protracted and expensive.
6 Substantial amounts of time, energy, and resources have been, and will continue to
7 be, devoted to the defense of the Action unless this Settlement is made. Therefore,
8 Defendant has agreed to settle, in the manner and upon the terms set forth in this
9 Stipulation, in order to fully and finally resolve the claims asserted in the Action.

10 7. Denial Of Wrongdoing. Defendant has denied and continues to deny
11 each of the claims asserted by Plaintiffs in this Action, as referenced in Paragraph 3,
12 above. Defendant has asserted and continues to assert defenses to the Class
13 Representatives' claims, and has expressly denied and continues to deny any
14 wrongdoing whatsoever. Neither this Stipulation nor any action taken to carry out
15 the Settlement may be construed as an admission by Defendant of any fault,
16 wrongdoing, or liability whatsoever.

17 **III. DATE OF SETTLEMENT**

18 8. Effective Date. The Court's Judgment shall become final when all of
19 the following events have occurred:

- 20 a) The Stipulation has been executed by all Parties, Class Counsel,
21 and Defendant's Counsel;
- 22 b) The Court has given preliminary approval to the Settlement;
- 23 c) The Court has held a Final Settlement Approval Hearing and has
24 entered a Final Order and Judgment, dismissing the Action with prejudice, and
25 approving the Stipulation; and
- 26 d) In the event that written objections are filed prior to the Final
27 Settlement Approval Hearing which are not later withdrawn, upon the later of:
28 i. The date of final affirmance on an appeal of the Judgment;

1 the expiration of the time for a petition to review the
2 Judgment; and, if review is granted, the date of final
3 affirmance of the Judgment following review; or

4 ii. The date of final dismissal of any appeal from the
5 Judgment or the final dismissal of any proceeding to
6 review the Judgment; or

7 iii. If no appeal is filed, the expiration date for filing any
8 appeal from the Judgment.

9 e) In the event that no written objections are filed prior to the Final
10 Settlement Approval Hearing, or that any filed written objections are
11 withdrawn prior to the Final Settlement Approval Hearing, the Court's
12 Judgment shall become final when the conditions set forth in subparagraphs
13 (a) through (c) of this Paragraph 8, hereinabove, have been fulfilled.

14 **IV. CLASS MEMBERS INCLUDED IN SETTLEMENT**

15 9. Scope Of The Class. The Class is comprised of all current and former
16 employees of Defendant, who worked in California during the period from July 9,
17 2010 to the Preliminary Approval Date; who were classified as non-exempt from
18 overtime pay, excluding Defendant, its owners, directors, officers, executives, and all
19 management personnel whose responsibility it was to maintain and/or enforce the
20 policies, procedures, customs and/or business practices complained of in the Action;
21 who do not timely submit a Request for Exclusion; and to whom a Notice was
22 mailed pursuant to Paragraph 19, subparagraph (b).

23 10. Class Members' Objections To This Settlement. Any Class Member
24 may object to the Settlement by filing a written objection with the Court and serving
25 the written objection on counsel for the Parties on or before the Opt-Out Deadline, at
26 the addresses detailed in Paragraph 42, below. Any Class Member who does not
27 object to the Settlement in the manner provided for in this Stipulation may not appeal
28 the Final Judgment. In the event that the Court approves this Settlement

1 notwithstanding the objections of any Class Members, Class Members who object to
2 the Settlement will nonetheless be bound by the Settlement. Class Members who
3 have opted out of the Settlement as detailed in Paragraph 19, subparagraph (d),
4 herein do not have standing to object to the Settlement or to file an appeal for
5 purposes of Paragraph 8.

6 11. Class Members' Exclusion ("Opt-Out") From This Settlement. Any
7 Class Member may request to be excluded ("opt-out") from this Settlement by
8 mailing a written Request for Exclusion to the Claims Administrator as prescribed in
9 Paragraph 19, subparagraph (d), herein. Each Class Member who submits a valid
10 Request for Exclusion shall not be bound by the Settlement.

11 12. Blow-Up Provision. Defendant reserves the right to revoke this
12 Stipulation and the Settlement provided for herein if more than ten percent (10%) of
13 Class Members opt out of the Settlement by submitting timely and valid Requests for
14 Exclusion in the manner set forth in Paragraph 19, subparagraph (d), below, in which
15 case this Stipulation will not have any force and/or effect. Class Counsel and Class
16 Representatives agree not to oppose any application by Defendant and/or its Counsel
17 that is consistent with this Paragraph. Defendant shall make its election within seven
18 (7) calendar days of receipt from the Claims Administrator of the total percentage of
19 opt-outs. If the Settlement is voided, no payment will be made by Defendant to
20 Plaintiffs, any Class Member, or Class Counsel; and all Parties and third parties
21 referenced in this Stipulation will bear their own costs, fees, and expenses associated
22 with the Litigation. However, Defendant will be responsible for the costs incurred
23 by the Settlement Administrator.

24 13. Finality Of Settlement. As of the Effective Date, the Settlement
25 contained herein, including the Release outlined below, shall be final and binding
26 upon all Class Members who do not exclude themselves from the Settlement.

27 **V. RELEASES**

28 14. Release By Plaintiffs And Class Members. As of the date of final

1 approval of this Stipulation, Plaintiffs and Class Members (including the Class
2 Representatives) release the Released Parties from the following, collectively
3 referred to as the “Released Class Claims”:

4 Any and all claims, actions, demands, causes of action, suits, debts,
5 obligations, damages, rights or liabilities that have been asserted by
6 Plaintiffs, or the Class Members or any of their respective heirs,
7 executors, administrators, beneficiaries, predecessors, successors,
8 attorneys, assigns, agents, and/or representatives arising out of any
9 claims that were encompassed in the Action, and any claims which
10 reasonably flow from the facts alleged in Plaintiffs’ Complaint, First
11 Amended Complaint, Second Amended Complaint, Third Amended
12 Complaint, or Fourth Amended Complaint, including, but not limited to:
13 claims for unpaid wages (including claims for minimum wage and
14 overtime compensation); reimbursement of business expenses pursuant
15 to Labor Code section 2802; interest; penalties (including waiting time
16 penalties pursuant to Labor Code section 203, pay stub penalties
17 pursuant to Labor Code section 226, and civil penalties pursuant to the
18 Labor Code Private Attorneys General Act of 2004 (Labor Code
19 sections 2698, *et seq.*) (“PAGA”)); claims pursuant to Labor Code
20 sections 200, 201, 202, 218.5, 226, 510, 558, 1174, 1194, 1197, 1198,
21 and 1199; the Industrial Welfare Commission Wage Orders relating to
22 claims for unpaid reporting time pay premiums, unpaid hours worked,
23 recordkeeping, and split shift pay; and claims under Business and
24 Professions Code sections 17200, *et seq.*, claims for attorneys’ fees and
25 costs, conversion, fraud, common count, and unfair business practices.
26 Released Class Claims include all claimed or unclaimed compensatory,
27 consequential, incidental, liquidated, punitive and exemplary damages,
28 restitution, interest, costs and fees, injunctive or equitable relief, and any

1 other remedies available at law or equity allegedly owed or available to
2 the Class arising or reasonably flowing from the Complaint, First
3 Amended Complaint, Second Amended Complaint, Third Amended
4 Complaint, or Fourth Amended Complaint against the Released Parties
5 for the time period from the beginning of each claim's applicable statute
6 of limitations, up to and including the Date of Final Approval.

7 15. General Release By The Class Representatives. In addition to the
8 release set forth in the above Paragraph 14, the Class Representatives make the
9 additional general release of all of their individual claims as follows: Class
10 Representatives release Released Parties from any and all claims, actions, demands,
11 causes of action, suits, debts, obligations, damages, rights, or liabilities of any nature
12 and description whatsoever, known or unknown, that Class Representatives
13 individually may possess against the Released Parties arising from Class
14 Representatives' employment with Defendant. Class Representatives hereby
15 acknowledge that, upon receiving the sums provided to them pursuant to this
16 Stipulation, they will have received all potential wages, damages, and penalties
17 owing to them by Defendant, and, further, that they are not owed any additional
18 wages, penalties, or damages from Defendant.

19 Class Representatives also agree to expressly waive the provisions of
20 California Civil Code section 1542, which provides as follows:

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

25 Class Representatives' general release shall cover the time period from the start of
26 each of their respective employment with Defendant up to the Effective Date.

27 **VI. AMOUNT AND DISTRIBUTION OF SETTLEMENT**

28 16. Settlement Amount. The Total Class Action Settlement Amount shall

1 be exactly Twelve Million Dollars (\$12,000,000.00). Defendant will pay the Total
2 Class Action Settlement Amount, within twenty (20) calendar days of the Effective
3 Date by wiring that amount to the Claims Administrator. With the limited exception
4 of Defendant's obligation to pay the employer's share of payroll taxes as described
5 in Paragraph 19, subparagraph (i), under no circumstances will Defendant be
6 obligated to pay more than the amount of \$12,000,000.00 as a result of this
7 Settlement.

8 17. Deductions From Settlement Amount. Deductions from the Total Class
9 Action Settlement Amount, all subject to Court approval, shall be made for:

10 a) Attorneys' Fees. Class Counsel may apply for an award of
11 attorneys' fees, not to exceed 30 percent of the Total Class Action Settlement
12 Amount , or Three Million Six Hundred Thousand Dollars (\$3,600,000.00).
13 The attorneys' fees award shall be paid from the Total Class Action Settlement
14 Amount. Defendant agrees not to oppose any such applications which are
15 consistent with this paragraph. The amount of attorneys' fees shall include all
16 past and future attorneys' fees to Class Counsel – including, without
17 limitation, all time expended by Class Counsel in defending the Settlement
18 and securing final approval of the Settlement (including any appeals thereof).

19 b) Attorneys' Costs. In addition to attorneys' fees, Class Counsel
20 may apply for an award of costs, not to exceed the sum of Twenty Thousand
21 Dollars (\$20,000.00). The costs award shall be paid from the Total Class
22 Action Settlement Amount. Defendant agrees not to oppose any such
23 applications which are consistent with this paragraph. The amount of costs
24 shall include all past and future costs associated with this Action – including,
25 without limitation, all costs expended by Class Counsel in defending the
26 Settlement and securing final approval of the Settlement (including any
27 appeals thereof).

28 c) Class Representatives' Enhancement Awards. Class Counsel

1 may apply for an enhancement award to the Class Representatives in an
2 amount not to exceed Twenty Thousand Dollars (\$20,000.00), allocated as not
3 more than Ten Thousand Dollars (\$10,000.00) to Casas and not more than Ten
4 Thousand Dollars (\$10,000.00) to Fernandez. The enhancement award shall
5 be paid from the Total Class Action Settlement Amount. Defendant agrees
6 not to oppose any such application which is consistent with this paragraph.

7 d) Claims Administration Costs And Fees. All actual costs for
8 claims administration, including related accounting costs, in an amount not to
9 exceed Two Hundred Thousand Dollars (\$200,000.00), shall be paid from the
10 Total Class Action Settlement Amount. The Parties contemplate that the
11 Claims Administrator shall be CPT Group, Inc., or any other third-party class
12 action settlement administrator agreed to by the Parties and approved by the
13 Court for the purposes of administering this Settlement. To the extent actual
14 costs for claims administration are less than \$200,000.00, those amounts will
15 be credited to the Total Class Action Settlement Amount prior to distribution
16 of the Net Settlement Amount to Class Members. Defendant agrees not to
17 oppose any such applications which are consistent with this paragraph.

18 e) PAGA Allocation. The Parties agree to allocate Fifty Thousand
19 Dollars (\$50,000.00) of the Total Class Action Settlement Amount to resolve
20 the Class Members' claims arising under PAGA (the "PAGA Allocation").
21 Pursuant to PAGA, 75 percent of the PAGA Allocation, or Thirty-Seven
22 Thousand Five Hundred Dollars (\$37,500.00), shall be paid to the State of
23 California Labor and Workforce Development Agency (the "LWDA"), with
24 the remaining 25 percent of, or Twelve Thousand Five Hundred Dollars
25 (\$12,500.00), allocated to the Net Settlement Amount.

26 f) Payment Of Individual Settlement Awards To Class Members.
27 After the amounts described in Paragraph 17, subparagraphs (a) through (e),
28 above, have been deducted from the Total Class Action Settlement Amount,

1 the remainder – the Net Settlement Amount – shall be distributed to each
2 Class Member, in the following manner:

3 Each Class Member’s share of the Net Settlement Amount – *i.e.*, each
4 Individual Settlement Award – will be calculated as follows: The Net
5 Settlement Amount shall be divided by the number of aggregate
6 qualified weeks worked by all Class Members during the Class Period
7 to produce a “Weekly Settlement Value.” A “qualified week” shall be
8 any week in which a Class Member was employed by Defendant in
9 California in a non-exempt job position – excluding in a position with
10 responsibility for maintaining and/or enforcing the policies, procedures,
11 customs and/or business practices complained of in the Action – during
12 the Class Period. Each Class Member shall be eligible to receive a
13 settlement payment in the amount of the total number of qualified
14 weeks the Class Member worked for Defendant during the Class Period
15 multiplied by the Weekly Settlement Value, less applicable
16 withholdings, provided that the Class Member has not submitted a
17 Request for Exclusion.

18 18. Non-Reversionary Settlement. There will be no reversion to Defendant
19 following the claims process. In the event that an Individual Settlement Award is
20 paid to a Class Member by check and the check is not cashed on or before the Check
21 Cashing Deadline, the amount of the Individual Settlement Award shall be
22 considered unclaimed. Each unclaimed Individual Settlement Award shall be
23 tendered to the State of California Unclaimed Wages Fund in the Class Member’s
24 name.

25 **VII. CLAIMS ADMINISTRATION**

26 19. Claims Administrator’s Duties. The Claims Administrator shall be
27 responsible for (a) processing the data provided by Defendant to be used in
28 calculating Individual Settlement Awards; (b) preparing, printing, and mailing to

1 Class Members the Notice (attached hereto as **Exhibit A**), as well as following up
2 with reasonable skip tracing; (c) notifying the Parties of the identity of Class
3 Members who submit timely Requests for Exclusion; (d) calculating and mailing
4 Individual Settlement Awards to Class Members; (e) calculating and paying the
5 employer's share of the applicable federal and state withholding taxes; (f) filing any
6 required federal and state tax forms and related agency reporting; (g) filing any
7 required reports with the Court; and (h) any and all such other tasks as to which the
8 Parties mutually agree, or which the Court orders the Claims Administrator to
9 perform. The claims process shall be anonymous to the extent possible.

10 Specifically, the Claims Administrator shall perform the following duties:

11 a) Processing Data Provided By Defendant. Upon receipt of the
12 data provided by Defendant pursuant to Paragraph 24 herein, the Claims
13 Administrator shall determine, for each Class Member: (i) the Class Member's
14 name, (ii) the Class Member's last known address, (iii) the last four digits of
15 the Class Member's social security number, and (iv) the Weekly Settlement
16 Value to be paid to the Class Member pursuant to Paragraph 17, subparagraph
17 (f), above.

18 b) Mailing Of Notice. Within ten (10) calendar days of receipt of
19 the database containing the information to be provided by Defendant pursuant
20 to Paragraph 24 herein, the Claims Administrator shall mail a copy of the
21 Notice to all Class Members by first class regular U.S. Mail, using the most
22 current mailing address information possessed by Defendant. The Claims
23 Administrator will engage in address searches consistent with its normal
24 practices in administering settlements of wage claims, including skip tracing.
25 Such search efforts shall include, where necessary, using social security
26 numbers to obtain better address information and attempting to call such Class
27 Members. Any returned envelopes from this mailing with forwarding
28 addresses will be utilized by the Claims Administrator to forward the Notices

1 to the Class Members.

2 c) Re-Mailing Of Returned Notices. Notices returned to the Claims
3 Administrator as non-delivered shall be re-sent to the forwarding address, if
4 any, on the returned envelope. A returned Notice will be forwarded only once
5 per Class Member by the Claims Administrator. Upon completion of these
6 steps by the Claims Administrator, the Parties shall be deemed to have
7 satisfied their obligation to provide the Notice to the affected Class Member.
8 The affected Class Member shall remain a Class Member and shall be bound
9 by all the terms of this Stipulation and the Court's Final Order and Judgment.

10 d) Processing Requests For Exclusion ("Opt-Outs") From
11 Settlement. In the event that a Class Member requests to be excluded ("opts
12 out") from the Settlement provided herein, he or she must mail a written
13 Request for Exclusion to the Claims Administrator by first class U.S. Mail, or
14 equivalent, postage paid and postmarked, by no later than the Opt-Out
15 Deadline, which is thirty (30) calendar days after the date that the Claims
16 Administrator originally mails Notices to Class Members. To be valid, the
17 written Request for Exclusion must include (i) the Class Member's name, (ii)
18 the Class Member's address, (iii) a request for exclusion, and (iv) the Class
19 Member's signature. The Claims Administrator shall notify Class Counsel
20 and Defendant's Counsel of its receipt of all valid Requests for Exclusion
21 within three (3) business days after having received each such Requests for
22 Exclusion.

23 e) Payment Of Individual Settlement Awards. The Claims
24 Administrator shall be solely responsible for the disbursement of the
25 Individual Settlement Award payments.

26 f) Adjustments To Individual Settlement Awards. The Claims
27 Administrator shall perform additional calculations for the purpose of
28 determining the final amount to be distributed to Class Members as Individual

1 Settlement Awards by removing the number of Class Members for whom the
2 Notice was returned as undeliverable from the total number of Class Members
3 used to divide the total Net Settlement Amount prior to finalizing the
4 Individual Settlement Awards.

5 g) Declaration Of Due Diligence. No later than ten (10) calendar
6 days prior to the Final Settlement Approval Hearing, the Claims Administrator
7 shall provide both Parties with a declaration of due diligence to be filed with
8 the Court.

9 h) Allocating Portions Of The Individual Settlement Awards As
10 Wages. The Claims Administrator shall be responsible for calculating the
11 portion of each Individual Settlement Award to be allocated as wages. Thirty-
12 three percent (33%) of each Individual Settlement Award shall be allocated as
13 wages. Sixty-seven percent (67%) of each Individual Settlement Award shall
14 be allocated as non-wages, which includes consideration for release of claims
15 seeking interest and penalties.

16 i) Taxation Of Individual Settlement Awards. The Claims
17 Administrator shall be responsible for paying the employer's and employees'
18 share of federal, state, and local payroll and income taxes. The portion of each
19 Individual Settlement Award allocated as wages shall be subject to payroll
20 withholding. The employer's share of payroll taxes shall be paid in addition to
21 the Total Class Action Settlement Amount. Appropriate withholding of the
22 employee's share of income taxes shall be deducted from each Individual
23 Settlement Award.

24 i. Federal Tax Reporting. The Claims Administrator shall
25 issue an IRS Form W-2 to each Class Member for the
26 portion of the Individual Settlement Award that is
27 designated as wages. The Claims Administrator shall issue
28 an IRS Form 1099 to each Class Member for the portion of

1 the Individual Settlement Awards that is not designated as
2 wages. The Claims Administrator shall issue an IRS Form
3 1099 to the Class Representatives for any enhancement
4 award paid pursuant to Paragraph 17, subparagraph (c),
5 above, in connection with their roles as Class
6 Representatives.

7 ii. State Tax Reporting. The Claims Administrator shall file,
8 with the California Employment Development Department
9 (“EDD”), the required reports of Personal Income Tax
10 (“PIT”) wages withheld from the Individual Settlement
11 Awards, as well as the amounts to be paid as
12 Unemployment Insurance (“UI”), Employment Training
13 Tax (“ETT”), and State Disability Insurance (“SDI”). For
14 purposes of this reporting, prior to disbursement of the
15 Individual Settlement Awards, the Claims Administrator
16 shall provide Defendant with a list of all Class Members,
17 and Defendant shall provide to the Claims Administrator
18 the following information: (1) its Form DE 2088, *Notice of*
19 *Contribution Rates and Statement of UI Account*, for the
20 current calendar year (if unavailable, Defendant may
21 provide instead their California State Employer’s
22 Identification Number and its applicable UI and ETT
23 Rates); and (2) the year-to-date earnings of each Class
24 Member who received any wages from Defendant during
25 the current calendar year.

26 iii. Responsibility For Tax Obligations. All Class Members
27 and the Class Representatives will be responsible for
28 correctly characterizing the compensation they receive for

1 tax purposes and for paying any taxes on the amounts
2 received, except for the employer contributions which will
3 be handled as provided by this Stipulation. The Class
4 Members and the Class Representatives agree to indemnify
5 Defendant for any liability Defendant incurs to any tax
6 authority on account of the Class Members' or Class
7 Representatives' failures to pay all taxes due on amounts
8 they receive hereunder, except if the failure results from
9 Defendant's failure to pay their own portion of taxes due.
10 The liability of each Class Member, and each Class
11 Representative is limited to the liability caused by that
12 individual's own failure.

13 j) Mailing Of Individual Settlement Awards. Within ten (10)
14 calendar days after Defendant's transfer of funds to the Claims Administrator,
15 the Claims Administrator shall mail all Class Members their Individual
16 Settlement Awards. Each check issued to a Class Member shall remain valid
17 and negotiable for one hundred eighty (180) days from the date of issuance.
18 Those Individual Settlement Awards not cashed by the Check Cashing
19 Deadline shall be canceled automatically, in which event the Class Member's
20 claim will be deemed void and the unclaimed funds shall be sent to the State
21 of California Unclaimed Wages Fund in the Class Member's name.

22 k) Certifying The Class Members Bound By The Settlement.
23 Within fifty (50) calendar days from the Effective Date, the Claims
24 Administrator shall file written certification with the Court with copies to
25 counsel for all Parties that all Class Members have been mailed their
26 Individual Settlement Awards.

27 l) Payment Of Attorneys' Fees And Costs. The Claims
28 Administrator shall pay the attorneys' fees and costs, as detailed in Paragraph

1 17, subparagraphs (a) and (b), above, within ten (10) calendar days after the
2 Effective Date.

3 m) Payment Of PAGA Allocation. The Settlement Administrator
4 shall mail to the LWDA the State of California's allocated portion of the
5 Court-approved PAGA Allocation, as detailed in Paragraph 17, subparagraph
6 (e), above, within ten (10) calendar days after the Effective Date.

7 20. Disputes Regarding The Claims Administrator's Performance Of
8 Duties. All disputes relating to the Claims Administrator's performance of its duties
9 shall be referred to the Court, if necessary, which will have continuing jurisdiction
10 over the terms and conditions of this Stipulation until all payments and obligations
11 contemplated by this Stipulation have been fully carried out.

12 **VIII. DUTIES OF THE PARTIES PRIOR TO PRELIMINARY COURT**
13 **APPROVAL**

14 21. Submission Of Stipulation To Court. The Parties shall promptly submit
15 this Stipulation to the Court in support of Plaintiff's motion for preliminary approval
16 and determination by the Court as to the fairness, adequacy, and reasonableness of
17 this Stipulation, and shall apply to the Court for the entry of an order substantially in
18 the following form:

19 a) Scheduling a fairness hearing on the question of whether the
20 proposed Settlement – including payment of attorneys' fees, attorneys' costs,
21 appointment of Class Representatives and the amount of their enhancement
22 award, and the method of determining Individual Settlement Awards to be
23 paid to Class Members – should be finally approved as fair, reasonable, and
24 adequate as to the Class;

25 b) Approving as to form and content the proposed Notice (attached
26 as Exhibit A);

27 c) Directing the mailing of the Notice, by first class U.S. Mail, to
28 the Class Members, pursuant to the terms specified herein;

1 d) Preliminarily approving the Settlement, subject only to the
2 objections of Class Members and final review by the Court; and

3 e) Enjoining the Class Representatives and all Class Members from
4 filing or prosecuting any claims, suits, or administrative proceedings
5 (including filing claims with the California Division of Labor Standards
6 Enforcement) regarding claims released by the Settlement unless such
7 individuals have submitted valid Requests for Exclusion to the Claims
8 Administrator. The parties expressly agree that if the Court refuses to enter
9 this injunction, this provision shall be severable and will not affect the
10 remainder of this Stipulation.

11 The [Proposed] Preliminary Approval Order to be submitted shall be the document
12 attached hereto as **Exhibit B**, unless the Court's orders during the approval process
13 require revisions to be made. Unless the Parties agree otherwise, only necessary
14 revisions shall be made to the [Proposed] Preliminary Approval Order to be
15 submitted to the Court.

16 22. Amendment Of This Stipulation To Conform To The Court's Order. To
17 the extent the Court does not approve this Stipulation, or any term contained herein,
18 and instead allows the Parties to amend this Stipulation, the Parties agree to
19 cooperate in good faith to amend the Stipulation in accordance with the Court's
20 direction, and to retain all other terms of the Stipulation that the Court approves.

21 **IX. DUTIES OF THE PARTIES FOLLOWING PRELIMINARY COURT**
22 **APPROVAL**

23 23. Timely Approval Of Documents To Be Mailed By The Claims
24 Administrator. Counsel for the Parties shall respond to requests by the Claims
25 Administrator to approve all claims administration documents, including the Notice
26 to be mailed to the Class, within seven (7) calendar days of the Claims
27 Administrator's request for approval.

28 24. Defendant's Provision Of Class Member Data To Claims Administrator.

1 No later than thirty (30) calendar days following preliminary approval of this
2 Settlement by the Court, Defendant shall provide the Claims Administrator with data
3 that is within Defendant's possession containing, for each Class Member: (a) the
4 Class Member's name, (b) the Class Member's last known address, and (c) the Class
5 Member's social security number. In addition to that data, if the Claims
6 Administrator determines that it needs any Class Members' last-known phone
7 numbers in order to effectuate the settlement, Defendant will provide such
8 information to the Claims Administrator, to the extent such information is available
9 to Defendant, within seven (7) calendar days after the Claims Administrator's
10 request. This Class information is confidential and not to be disclosed to anyone
11 other than the Claims Administrator. This information shall be based on
12 Defendant's payroll and other business records, and shall be in a format readily
13 accessible to Defendant. Within ten (10) calendar days of receipt of the information
14 from Defendant, the Claims Administrator will mail the Notice to the Class
15 Members, provided that counsel for the Parties have approved the documents
16 pursuant to Paragraph 23 herein. In the event that approval of the documents
17 pursuant to Paragraph 23 takes more than ten (10) calendar days, the Claims
18 Administrator shall mail the Notice to the Class Members within two (2) business
19 days of receiving approval of the documents pursuant to Paragraph 23.

20 25. Disputes Arising From Claims Administration. Any disputes arising
21 during the claims administration process must be resolved informally by counsel for
22 the Parties and, if the Parties cannot agree, by the Claims Administrator, within ten
23 (10) calendar days of the Opt-Out Deadline.

24 26. Motions By Class Counsel.

25 a) Motions Required For Final Approval Of The Settlement. Class
26 Counsel shall timely prepare, subject to Defendant's review and right to
27 comment, Final Settlement Papers in conformance with the terms of this
28 Settlement, including (1) a motion for final approval of the Settlement; (2) a

1 motion for award of attorneys' fees and costs; (3) a motion for Class
2 Representatives' enhancement awards; (4) the [Proposed] Final Settlement
3 Order; and (5) any other documents, petitions, or motions required to
4 effectuate this Settlement – including, but not limited to, any additional
5 proposed orders requested by the Court. Class Counsel must submit the Final
6 Settlement Papers to Defendant's Counsel no later than three (3) court days
7 prior to the deadline for filing the motion for final approval of the Settlement.
8 In the event that Class Counsel and Defendant's Counsel cannot resolve any
9 dispute regarding the Final Settlement Papers arising from Defendant's right
10 to review and comment, Defendant's Counsel shall submit its objections to the
11 Final Settlement Papers to the Court before or during the Final Settlement
12 Approval Hearing.

13 b) [Proposed] Final Settlement Order. The [Proposed] Final
14 Settlement Order shall include a proposed Final Order and Judgment ordering:

- 15 i. Approval of the Settlement, adjudging the terms thereof to
16 be fair, reasonable, and adequate, and directing
17 consummation of its terms and provisions;
- 18 ii. Approval of Class Counsel's application for an award of
19 attorneys' fees and costs (Class Counsel will separately
20 submit a motion for award of attorneys' fees and costs);
- 21 iii. Approval of the proposed Fourth Amended Complaint,
22 attached hereto as **Exhibit D**, adding claims against
23 Defendant for split shift pay and unreimbursed business
24 expenses, and deeming it filed as of the date of Final
25 Approval of the Settlement;
- 26 iv. Approval of the enhancement awards to the Class
27 Representatives;
- 28 v. Dismissal of the Action with prejudice and permanently

1 barring and enjoining the Class Representatives and all
2 Class Members from prosecuting against the Released
3 Parties any claims released herein pursuant to Paragraphs
4 14 and 15, above, including any Released Class Claims
5 and, with respect to the Class Representatives, any claims
6 covered by the general release, upon satisfaction of all
7 payments and obligations hereunder; and

- 8 vi. Reserving jurisdiction over the construction, interpretation,
9 implementation, and enforcement of the Parties'
10 Settlement, and over the administration and distribution of
11 the Settlement amounts.

12 The [Proposed] Final Approval Order and Judgment to be submitted shall be the
13 document attached hereto as Exhibit C, unless the Court's orders during the
14 approval process require revisions to be made. Unless the Parties agree otherwise,
15 only necessary revisions shall be made to the [Proposed] Final Approval Order and
16 Judgment to be submitted to the Court.

17 27. Fairness Hearing. Upon expiration of the Opt-Out Deadline, the Parties
18 shall attend a Final Settlement Approval Hearing with the Court to finally approve
19 the Settlement as fair, reasonable, and adequate as to (a) Class Members; (b)
20 attorneys' fees and costs to Class Counsel; (c) the enhancement awards to Class
21 Representatives; (d) the costs and fees for claims administration; (e) the PAGA
22 Allocation, and (f) the Individual Settlement Awards to be paid to the Class
23 Members, including the methodology used to calculate such awards.

24 **X. DUTIES OF THE PARTIES FOLLOWING FINAL COURT**
25 **APPROVAL**

26 28. Final Settlement Approval, And Entry Of Judgment. At or before the
27 Final Settlement Approval Hearing, Class Counsel shall submit the [Proposed] Final
28 Settlement Approval Order and Judgment to the Court for the Court's approval and

1 entry. After entry of the Final Settlement Approval Order and Judgment, the Court
2 shall have continuing jurisdiction over the administration of the Settlement.

3 29. Payment Of Settlement Amount. Not later than twenty (20) calendar
4 days following the Effective Date, Defendant shall deposit the Total Class Action
5 Settlement Amount into an account established by the Claims Administrator. The
6 Claims Administrator will retain authority over the deposited funds, which are to be
7 used in accordance with this Stipulation and any orders of the Court. The Claims
8 Administrator shall make all payments and other disbursements required by this
9 Stipulation from the Total Class Action Settlement Amount. Defendant shall have
10 no further obligations over the distribution of the Total Class Action Settlement
11 Amount.

12 30. Provision Of Final Settlement Approval Order And Judgment To
13 Claims Administrator. Within two (2) business days of final approval by the Court
14 of the Settlement provided for in this Stipulation, Class Counsel shall provide the
15 Claims Administrator with a copy of the Final Settlement Approval Order and
16 Judgment.

17 **XI. ADDITIONAL TERMS**

18 31. Nullification Of Settlement. This Stipulation shall be null and void, and
19 any order of judgment entered by the Court in furtherance of the Settlement shall be
20 vitiated *nunc pro tunc*, if any of the following occurs:

- 21 a) The Court does not enter the Final Settlement Approval Order
22 and Judgment as provided for herein or contemplated by this Stipulation;
23 b) The Court does not finally approve the Settlement as provided for
24 herein;
25 c) The Court does not enter a Final Settlement Approval Order and
26 Judgment as provided for herein that becomes final as a result of the
27 occurrence of the Effective Date; or
28 d) The Settlement does not become final for any other reason.

1 In such a case, the Parties shall be returned to their respective statuses as of the date
2 of October 25, 2016, and the Parties shall proceed in all respects as if this Stipulation
3 had not been executed. If an appeal is filed from the Court's Final Settlement
4 Approval Order and Judgment prior to the Effective Date, administration of the
5 Settlement shall be immediately stayed pending final resolution of the appeal
6 process.

7 32. No Admissions. Nothing contained herein is to be construed or deemed
8 to be an admission of liability or wrongdoing by Defendant. This Stipulation and the
9 attached exhibits are settlement documents, and, pursuant to California Evidence
10 Code section 1152, these documents shall be inadmissible in any proceeding except
11 in an action or proceeding to approve, interpret, or enforce this Stipulation.

12 33. Amendment Or Modification. This Stipulation may be amended or
13 modified only by a written instrument signed by counsel for all Parties.

14 34. Entire Agreement. This Stipulation and the accompanying exhibits
15 constitute and comprise the entire agreement between the Parties. No oral or written
16 representations, warranties, or inducements have been made to any of the Parties
17 concerning this Stipulation other than the representations, warranties, and covenants
18 contained and memorialized herein.

19 35. Construction. The Parties agree that the terms of this Stipulation and
20 the accompanying exhibits are the result of lengthy, arms-length negotiations, and
21 that this Stipulation shall not be construed in favor of or against any of the Parties by
22 reason of the extent to which any of the Parties or their respective counsel
23 participated in the drafting of this Stipulation.

24 36. Parties' Authority. The signatories to this Stipulation represent that
25 they are fully authorized to enter into this Stipulation and to bind the Parties hereto to
26 the terms and conditions hereof.

27 37. Successors And Assigns. This Stipulation is binding upon, and inures
28 to the benefit of, the Parties' successors and assigns. The Parties represent and

1 warrant that they have not, directly or indirectly, assigned, transferred, or
2 encumbered to any person or entity any portion of any claim, demand, action, cause
3 of action, or rights herein released and discharged except as set forth herein.

4 38. Enforcement Of Actions. In the event that any of the Parties to this
5 Stipulation institutes any legal action, arbitration, or other proceeding against any of
6 the other Parties to enforce the provisions of this Stipulation or to declare rights or
7 obligations under this Stipulation, the successful Party shall be entitled to recover
8 from the unsuccessful Party or Parties, reasonable attorneys' fees and costs,
9 including expert witness fees, incurred in connection with any such enforcement
10 proceedings.

11 39. Governing Law. All terms of this Stipulation shall be governed by and
12 interpreted according to the laws of the State of California.

13 40. Jurisdiction Of The Court. The Court shall retain jurisdiction with
14 respect to the interpretation, implementation, and enforcement of the terms of this
15 Stipulation and all orders and judgments entered in connection therewith.

16 41. Counterparts. This Stipulation may be executed in one or more
17 counterparts. All executed counterparts, and each of them, shall be deemed to be one
18 and the same instrument. Signatures may be affixed either by original signatures,
19 PDF, or facsimile.

20 42. Notices. Unless otherwise specifically provided in this Stipulation, all
21 notices, demands, and/or other communications will be in writing and will be
22 deemed to have been duly given as of the third (3rd) business day after mailing by
23 U.S. Mail, addressed as follows:

24
25 To The Class:

26 MARLIN & SALTZMAN, LLP
27 Stanley D. Saltzman
28 Stephen P. O'Dell
 David C. Leimbach
 29229 Canwood Street, Suite 208
 Agoura Hills, California 91301

1 To Defendant:

2 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
3 Lori A. Bowman
4 Beth Gunn
5 Jennifer L. Katz
6 400 South Hope Street, Suite 1200
7 Los Angeles, California 90071

8 43. Enforceability. The Parties intend for this Agreement to be enforceable
9 in the United States District Court, Central District of California, by and subject to
10 the Court's pending jurisdiction.

11 44. Interpretation. This Stipulation shall be construed as a whole according
12 to its fair meaning. It shall not be construed strictly for or against any Party. Unless
13 the context indicates otherwise, the term "or" shall be deemed to include the term
14 "and," and the singular or plural number shall be deemed to include the other.

15 Captions and headings are intended solely for convenience of reference and shall not
16 be used in the interpretation of this Stipulation.

17 45. Confidentiality.

18 a) Media Comment. The Parties and their respective counsel agree
19 that the terms of this Settlement (including, but not limited to, any settlement
20 amounts), the negotiations leading to this Settlement, and all documents
21 related to the Settlement, shall not be discussed with, publicized, or promoted
22 to the media, except as necessary in order to enforce its terms. The Parties and
23 their counsel agree that they will not directly or indirectly issue any press
24 release, hold any press conference, initiate any contact with any members of
25 the news media – including, but not limited to, any radio or television stations,
26 newspapers, or magazines – regarding the settlement between the Parties, this
27 Stipulation, or the negotiations of this Stipulation. In response to any
28 inquiries, including those from media outlets, concerning the settlement, the
29 Parties and their respective counsel agree that they shall simply respond by
30 stating, "the matter has resolved."

1 b) Class Counsel Marketing And Adequacy Declarations. Class
2 Counsel agrees not to use Defendant's name in marketing materials. Class
3 Counsel and Class Representatives will not make any posting on any website,
4 instant message site, blog, or social networking site that uses Defendant's
5 name, and will not list or refer to the Action in any website, mailings,
6 publicity, or other similar fora or materials. However, following entry by the
7 Court of the Final Order and Judgment, in marketing materials or on websites,
8 Class Counsel shall be entitled to provide a brief description of the nature of
9 the case, the amount of the settlement, and that the defendant in the action was
10 "a retailer"; Defendant shall approve the final language of any such statements
11 made by Class Counsel regarding the Action.

12 46. Exhibits Incorporated By Reference. The terms of this Stipulation
13 include the terms set forth in any attached Exhibit, which are incorporated by this
14 reference as though fully set forth herein. Any Exhibit to this Stipulation is an
15 integral part of the Settlement.

16 47. Interim Stay Of Proceedings. The Parties agree to refrain from further
17 litigation of this matter, except such proceedings necessary to implement and obtain
18 an Order granting Final Approval of the terms of the Settlement. The Parties further
19 agree that the mutual, voluntary cessation of litigation shall terminate either as of the
20 Effective Date or the date upon which this Settlement has been denied by the Court
21 and all subsequent attempts to cure deficiencies pursuant to Paragraph 22 have
22 ended.

23 48. Invalidity Of Any Provision. Before declaring any provision of this
24 Stipulation invalid, the Court shall first attempt to construe the provisions valid to
25 the fullest extent possible consistent with applicable precedents so as to define all
26 provisions of this Settlement valid and enforceable.

27 49. Class Certification For Settlement Purposes Only. The Parties agree to
28 stipulate to class certification only for purposes of the Settlement. If, for any reason,

1 the Settlement is not approved, the stipulation to certification will be void. The
2 Parties further agree that certification for purposes of the Settlement is not an
3 admission that class certification is proper under the standard applied to contested
4 certification motions and that this Settlement will not be admissible in this or any
5 other proceeding as evidence that (i) a class should or should not be certified or (ii)
6 Defendant is or is not liable to Class Representatives or the putative Class Members.

7 50. Adding Claims For Settlement Purposes Only. Defendant agrees to
8 stipulate to allow Plaintiffs to add claims for split shift pay and unreimbursed
9 business expenses in the Action for the purpose of effectuating the Settlement, as
10 such potential claims were fully considered and negotiated as part of the Parties'
11 settlement negotiations. Attached hereto as Exhibit D is a Fourth Amended
12 Complaint, to be deemed the operative complaint in this matter as of the date that the
13 Final Approval Order is entered. If, for any reason, the Settlement is not approved
14 and/or final approval is not granted as anticipated in this Stipulation, Defendant
15 reserves the right to object to the addition of Plaintiffs' claims for split shift pay and
16 unreimbursed business expenses in the Action.

17 51. All Terms Subject To Final Court Approval. All amounts and
18 procedures described in this Stipulation shall be subject to final Court approval.


19 52. Execution Of Necessary Documents. All Parties shall execute all
20 documents reasonably necessary to effectuate the terms of this Settlement.

21 53. Binding Agreement. The Parties intend that this Settlement shall be
22 fully enforceable and binding on all Parties, and that it shall be admissible and
23 subject to disclosure in any proceeding to enforce its terms, notwithstanding any
24 mediation confidentiality provisions that otherwise might apply under federal or state
25 law.

26
27 *[Signature pages to follow.]*
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DATED: March 13, 2017

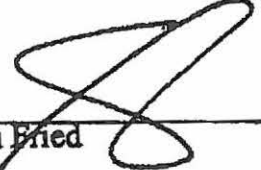
By: 
Mayra Casas
Plaintiff and Class Representative

DATED: _____, 2017

By: _____
Julio Fernandez
Plaintiff and Class Representative


DATED: February 24, 2017

VICTORIA'S SECRET STORES, LLC

By: 
Sam Fried
EVP, Law, Policy & Governance

DATED: March 24, 2017

MARLIN & SALTZMAN, LLP

By: 
Stanley D. Saltzman
Stephen P. O'Dell
David C. Leimbach

Attorneys for Plaintiffs
MAYRA CASAS and JULIO
FERNANDEZ

1 DATED: _____, 2017

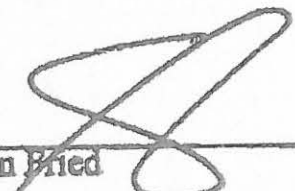
2
3 By: _____
4 Mayra Casas
5 Plaintiff and Class Representative

6 DATED: March 21, 2017

7
8 By: 
9 Julio Fernandez
10 Plaintiff and Class Representative

11 DATED: February 24, 2017

VICTORIA'S SECRET STORES, LLC

12
13 By: 
14 Sam Fried
15 EVP, Law, Policy & Governance

16 DATED: _____, 2017

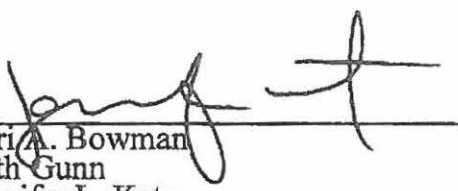
MARLIN & SALTZMAN, LLP

17
18
19 By: _____
20 Stanley D. Saltzman
21 Stephen P. O'Dell
22 David C. Leimbach
23 Attorneys for Plaintiffs
24 MAYRA CASAS and JULIO
25 FERNANDEZ
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DATED: MARCH 1, 2017

OGLETREE, DEAKINS, NASH,
SMOAK & STEWART, P.C.

By: 
Lori A. Bowman
Beth Gunn
Jennifer L. Katz

Attorneys for Defendant
VICTORIA'S SECRET STORES, LLC

EXHIBIT A

to Joint Stipulation Re Class Action Settlement

EXHIBIT A

to Joint Stipulation Re Class Action Settlement

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ CAREFULLY AS
THIS NOTICE MAY AFFECT YOUR RIGHTS

<p>MAYRA CASAS, JULIO FERNANDEZ, individuals, on behalf of themselves and all others similarly situated,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">vs.</p> <p>VICTORIA’S SECRET STORES, LLC, a business entity of unknown form; LIMITED BRANDS, a business entity of unknown form; and DOES 1 through 100, inclusive,</p> <p style="text-align: center;">Defendants.</p>	<p>CASE NO.: 2:14-cv-06412 GW (VBKx) JUDGE: Honorable George H. Wu COURTROOM: 9D</p> <p style="text-align: center;">NOTICE OF CLASS ACTION SETTLEMENT</p>
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I. WHY DID I GET THIS NOTICE?

This notice explains that a settlement has been reached in the case entitled *Mayra Casas, et al. v. Victoria’s Secret Stores, LLC, et al.*, Case No. 2:14-cv-06412 GW (VBKx) (the “Lawsuit”). You are receiving this notice because the records of Victoria’s Secret Stores, LLC (“VSS”) indicate that you are a member of the proposed “Class” of employees included in the Lawsuit, because you are a current or former VSS employee who worked in California during the time period of July 9, 2010 to August 10, 2017, who was classified as non-exempt from overtime pay (hourly). Not included in the Class are VSS’ owners, directors, officers, executives, and all management personnel whose responsibility it was to maintain and/or enforce the policies, procedures, customs and/or business practices complained of in the Lawsuit. As a member of the proposed Class, you are eligible to receive a portion of the settlement amount.

This is **not** a notice of a lawsuit against you. **You are not being sued.** The Lawsuit was brought on behalf of all Class members, for their benefit. Your participation, or non-participation, in the Settlement will not affect your employment with VSS in any way whatsoever.

The Court has ordered that this notice be sent to you because VSS’ records indicate that you are a member of the Class. The purpose of this notice is to inform you of the proposed Settlement of the Lawsuit. The notice is also intended (i) to describe the Settlement, including how the Settlement monies will be allocated and how the Settlement may affect you, and (ii) to advise you of your rights and options with respect to the Settlement.

II. WHAT IS THE CLASS ACTION LAWSUIT ABOUT?

In July 2014, a then-current VSS employee filed a lawsuit in which she alleged multiple violations of California wage-and-hour laws that were believed to be effecting all members of the proposed Class of employees described above, including: (1) failure to pay reporting time pay for regular shifts; (2) failure to pay reporting time pay for

“call-in” shifts; (3) failure to pay for all time worked; (4) failure to maintain required business records; (5) failure to provide accurate itemized wage statements; (6) unfair business practices; and (7) civil penalties under the Private Attorneys General Act (PAGA). Another former VSS employee was subsequently added to the Lawsuit. These two individuals who are suing VSS are referred to in this document as “Plaintiffs.” The Lawsuit was transferred from State to Federal Court in the Central District of California, and was litigated there prior to this settlement.

VSS contends that the members of the Class have been paid all monies that were due to them, maintains that it has at all times complied with California’s wage-and-hour laws, and vigorously denies any wrongdoing alleged by Plaintiffs.

The Court has not ruled on whether Plaintiffs’ allegations have any merit. However, for the purpose of avoiding the time and expense of further litigation, the ultimate outcome of which is uncertain, and to provide a fair and reasonable resolution of this legal dispute, Plaintiffs and VSS have negotiated a settlement whereby VSS has agreed to pay \$12,000,000.00 to resolve the matter, and Class Members will be eligible to receive a portion of this amount. This Settlement is **not** an admission by VSS of any liability.

III. WHO IS INCLUDED IN THIS CLASS ACTION LAWSUIT?

The proposed Class is defined to include the following individuals:

Class Members” shall mean all current and former employees of VSS, who worked in California during the Class Period and who were classified as non-exempt from overtime pay, excluding VSS, its owners, directors, officers, executives, and all management personnel whose responsibility it was to maintain and/or enforce the policies, procedures, customs and/or business practices complained of in the Lawsuit.

Additionally, a Subclass shall be formed to represent all members of the foregoing Class whose employment with VSS terminated during the Class Period.

As used hereinabove, the term “Class Period” means the time frame commencing four years prior to the date the original Complaint in this action was filed, *i.e.*, July 9, 2010, and continuing until August 10, 2017.

IV. WHAT DOES THE PROPOSED SETTLEMENT OFFER?

Under the terms of the parties’ proposed settlement, the following will occur if the Settlement is given final approval by the Court:

A. VSS will pay Twelve Million Dollars (\$12,000,000.00) to settle the claims of all Class Members.

B. A claims administrator has been appointed by the Court to administer the Settlement. The claims administrator will pay from the \$12,000,000.00: **(1)** Plaintiffs’ costs of litigation, up to the amount of \$20,000.00; **(2)** The expenses of administering the Settlement, up to the amount of \$200,000.00; **(3)** Plaintiffs’ counsel’s attorneys’ fees, up to \$3,600,000.00; **(4)** An enhancement award of \$10,000.00 to each Plaintiff; and **(5)** \$37,500.00 to the California Labor & Workforce Development Agency, representing 75% of the \$50,000.00 allocated to the settlement of Plaintiffs’ claim for penalties under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*) (“PAGA”). The remainder of the \$12,000,000.00, currently estimated to be at least \$8,122,500.00, will be available to be distributed to all Settlement Class Members; this amount is called the Net Settlement Fund (“NSF”).

C. The amount stated above to be distributed to the Settlement Class Members will be divided among all Settlement Class Members as follows. After the amounts described in paragraph IV.B, above, are deducted, the resulting NSF will be divided by the total number of “qualified weeks” worked by all Class Members during the Class Period, to produce a “Weekly Settlement Value.” A “qualified week” is any week in which a Settlement Class Member was employed by VSS in California in a non-exempt job position – excluding in a position with responsibility for maintaining and/or enforcing the policies, procedures, customs and/or business practices complained of in the Action – during the Class Period. You will be eligible to receive a Settlement payment in the amount of the total number of qualified weeks you worked for VSS during the Class Period multiplied by the Weekly Settlement Value, less applicable withholdings, unless you choose to opt out of (*i.e.*, not participate in) the Settlement.

Please note that those Settlement Class Members who are members of the Subclass referred to in Section III above, which includes those Class Members “whose employment with VSS terminated during the Class Period,” will receive a five percent (5%) increase in their Settlement payment amount, to reflect the estimated settlement value of the claim for “waiting time penalties” under California Labor Code section 203, a claim which only former employees may pursue.

D. If the Court grants final approval of the settlement agreement and you do not opt out of the settlement, then you will release VSS and all of VSS’ current or former parent companies, subsidiary companies and/or related companies, partnerships, or joint ventures, and, with respect to each of them, all of their and/or such related entities’ predecessors and successors, and, with respect to each such entity, all of its past, present, and future employees, officers, partners, principals, directors, stockholders, owners, representatives, assigns, attorneys, agents, insurers, employee benefit programs (and the trustees, administrators, fiduciaries, and insurers of such programs), and any other persons acting by, through, under, or in concert with any of the persons or entities listed in this subsection, and their successors (the “Released Parties”), from any and all claims, actions, demands, causes of action, suits, debts, obligations, damages, rights or liabilities that have been asserted by Plaintiffs, or the Class Members or any of their respective heirs, executors, administrators, beneficiaries, predecessors, successors, attorneys, assigns, agents, and/or representatives arising out of any claims that were encompassed in the Action, and any claims which reasonably flow from the facts alleged in Plaintiffs’ Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, or Fourth Amended Complaint, including, but not limited to: claims for unpaid wages (including claims for minimum wage and overtime compensation); reimbursement of business expenses pursuant to Labor Code section 2802; interest; penalties (including waiting time penalties pursuant to Labor Code section 203, pay stub penalties pursuant to Labor Code section 226, and civil penalties pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code sections 2698, et seq.) (“PAGA”)); claims pursuant to Labor Code sections 200, 201, 202, 218.5, 226, 510, 558, 1174, 1194, 1197, 1198, and 1199; the Industrial Welfare Commission Wage Orders relating to claims for unpaid reporting time pay premiums, unpaid hours worked, recordkeeping, and split shift pay; and claims under Business and Professions Code sections 17200, et seq., claims for attorneys’ fees and costs, conversion, fraud, common count, and unfair business practices (the “Released Class Claims”). Released Class Claims include all claimed or unclaimed compensatory, consequential, incidental, liquidated, punitive and exemplary damages, restitution, interest, costs and fees, injunctive or equitable relief, and any other remedies available at law or equity allegedly owed or available to the Class arising or reasonably flowing from the Complaint, First Amended Complaint, Second Amended Complaint, Third Amended Complaint, or Fourth Amended Complaint against the Released Parties for the time period from the beginning of each claim’s applicable statute of limitations, up to and including the date of final approval of the settlement. You will be barred from prosecuting any of the Released Class Claims against the Released Parties.

V. WHAT ARE MY OPTIONS?

A. *You may accept your share of the \$12,000,000.00 settlement and be bound by the release of all claims described above. In order to receive your Settlement award, you do not need to do anything.* Settlement awards will be paid by check after the Settlement is given final approval by the Court. The checks will be mailed to you by the claims administrator. Your check will remain valid and negotiable for one hundred eighty (180) days from the date on which it is issued. After those one hundred eighty (180) days expire, the check will become void and your Settlement share will be sent to the State of California Unclaimed Wages Fund in your name; *or*

B. *You may opt out of the Settlement, and thus not participate in it, in which case you will not receive your share of the Settlement and you will not be bound by the terms of the Settlement.* In order to express your intention to opt out, you must send a written request for exclusion, by mail, to the claims administrator, CPT Group, Inc., located at 50 Corporate Park, Irvine, California, 92606, by no later than October 18, 2017 (30 calendar days after mailing of this Notice). In order to be considered valid, your request for exclusion *must* include your name, your address, state your intent to opt out of the Settlement, and affix your signature to that statement.

C. *You may object to the settlement.* The procedures for objecting to the settlement are described below in Section VIII of this form.

VI. WHAT ARE THE PROCEDURES FOR PAYMENT?

A. The claims administrator will calculate your share of the Settlement based upon your “qualified weeks” worked, and will issue and mail you a check.

B. Thirty-three percent (33%) of your share of the Settlement award will be considered wages from which ordinary W-2 tax withholdings will be deducted. No tax deductions shall be made from the remaining sixty-seven percent (67%), which will be issued as 1099 “other income”. You will be given IRS tax forms for each of these amounts, if applicable. You are responsible for paying the correct amount of taxes on each portion of your share of the settlement.

C. It is important for the Parties to the Lawsuit to have your current address in order to be able to send you other mailings regarding the Lawsuit. You should contact the claims administrator to report any change of your address after you receive this Notice. Failure to report a change of address may result in you not receiving your share of the settlement money.

VII. HEARING ON PROPOSED SETTLEMENT

A Final Fairness Hearing, at which the Court will decide whether or not the proposed settlement is fair, reasonable, and adequate, will be held on November 20, 2017, at 8:30 a.m., in Courtroom 9D of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, CA 90012. The Court may adjourn or continue the hearing without further notice to you.

You are not required to attend the hearing. Counsel for Plaintiffs and the Class will answer any questions the Court may have. However, you are welcome to attend the hearing at your own expense.

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VIII. PROCEDURES FOR OBJECTING TO SETTLEMENT

A. You may object to the proposed settlement as unfair, unreasonable, and/or inadequate. You will not be heard or entitled to contest the approval of the terms and conditions of the proposed settlement, or, if approved, the judgment to be entered approving the settlement, unless you formally object to the settlement on or before October 18, 2017 (30 calendar days after mailing of this Notice).

B. To object to the settlement, you must file a written objection, along with copies of any papers in support of your position, with the Clerk of the United States District Court for the Central District of California, located at 350 West First Street, Los Angeles, CA 90012. You also must serve your objection and supporting papers on all counsel for the parties, as listed below. In your written objection, you must also verify that you are a member of the Class. If you do not object in this manner as described, you will have given up your right to object to the settlement. If you file an objection, you do not have to come to the Court to talk about it. As long as you submit your written objection on time, the Court will consider it. You may also pay your own lawyer to appear in Court on your behalf.

C. If you do not make your objection in the manner provided for in this Notice, you will be deemed to have waived such objection and shall forever be barred from making any objection to or appealing the fairness, reasonableness, or adequacy of the settlement.

IX. EXAMINATION OF COURT PAPERS AND QUESTIONS

This Notice summarizes the Settlement. For more detailed information, you may review the Joint Stipulation re: Class Action Settlement, and all other settlement related documents and motions, which are posted for your review at www.xxxx.com, which you can access using the following code: [xxxx](#). Additionally, all papers filed in the Lawsuit, including the Joint Stipulation re: Class Action Settlement and all settlement related documents and motions are on file with the Clerk of the Court, case number 2:14-cv-06412 GW (VBKx), which is located in the office of the Clerk of the Court for the United States District Court for the Central District of California at 350 West First Street, Los Angeles, CA 90012, and is available for viewing during regular office hours (Mon. – Fri., 10:00 a.m. to 4:00 p.m.). Finally, the pleadings and all other records from this Lawsuit may also be examined by accessing the Court docket in this case through the Court’s online Public Access to Court Electronic Records (PACER) system, at <https://ecf.cacd.uscourts.gov>. There may be a fee required to review the materials via the online PACER system.

If you have any questions, you can call the Claims Administrator at [redacted] or any of the attorneys representing the Class (see below for Class Counsel’s phone number).

ATTORNEYS REPRESENTING THE CLASS

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ATTORNEYS REPRESENTING VICTORIA'S SECRET STORES, LLC
(Not to be Contacted by Class Members)

Ogletree, Deakins, Nash, Smoak & Stewart, P.C.

Lori A. Bowman

Jennifer L. Katz

400 South Hope Street, Suite 1200

Los Angeles, California 90071

**PLEASE DO NOT CALL OR OTHERWISE ATTEMPT TO CONTACT THE
COURT, VSS, VSS' CORPORATE OFFICE AND/OR MANAGERS, OR THE
ATTORNEYS REPRESENTING VSS REGARDING THIS SETTLEMENT.**

EXHIBIT B

to Joint Stipulation Re Class Action Settlement

**THIS EXHIBIT
INTENTIONALLY OMITTED**

EXHIBIT B

to Joint Stipulation Re Class Action Settlement

EXHIBIT C

to Joint Stipulation Re Class Action Settlement

**THIS EXHIBIT
INTENTIONALLY OMITTED**

EXHIBIT C

to Joint Stipulation Re Class Action Settlement

EXHIBIT D

to Joint Stipulation Re Class Action Settlement

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EXHIBIT D

to Joint Stipulation Re Class Action Settlement