

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FT. LAUDERDALE DIVISION

CASE NO.: 11-CV-61923-DIMITROULEAS/SNOW

LORILYNN RICE, KRISTEN GURDAK,
GABRIEL AGUILAR, BRITTANY SOTO,
and LAUREN TAYLOR, on their own
behalfes and others similarly situated,

Plaintiffs,

v.

LUCKY BRAND DUNGAREES
STORES, INC., a Foreign Profit
Corporation

Defendant.

JOINT STIPULATION OF DISMISSAL WITH PREJUDICE

Pursuant to the Court's Order dated, January 12, 2012, [D.E. 14] the parties, by and through their respective undersigned counsel, pursuant to applicable Federal Rules of Civil Procedure, hereby re-file this their Joint Stipulation of Dismissal with Prejudice, dismissing this action with prejudice. Each party to bear their own attorney's fees and costs except as otherwise agreed to by the parties' Settlement Agreement and Release that is attached as Exhibit A.

[REMAINDER OF THE PAGE LEFT INTENTIONALLY SHORT]

RESPECTFULLY SUBMITTED, this 30th day of January, 2011.

<p>Jackson Lewis LLP One Biscayne Tower 2 South Biscayne Boulevard, Suite 3500 Miami, FL 33131 Main: (305) 577-7600 Facsimile: (305) 373-4466 Email: natalie.norfus@jacksonlewis.com Counsel for Defendant</p> <p><u>/s/ Natalie E. Norfus</u> Natalie E. Norfus Florida Bar No.: 70109</p>	<p>Law Offices of Robert Rubenstein, P.A. 2 South University Drive, Suite 235 Plantation, FL 33324 Main: (954) 661-6000 Direct: (954) 515-5167 Facsimile: (954) 515-5787 Email: kelly@robertrubenstein.com <i>Trial Counsel for Plaintiff</i></p> <p><u>/s/ Kelly Amritt</u> Kelly Amritt, Esq. Florida Bar No.: 0648779</p>
--	--

EXHIBIT A

SETTLEMENT AGREEMENT AND RELEASE

1. This Agreement covers all understandings between Plaintiffs, LORILYNN RICE, KRISTEN GURDAK, GABRIEL AGUILAR, BRITTANY SOTO, LAUREN TAYLOR, BETH SCUDNEY AND DELIN BIXHA (hereinafter referred to as "Plaintiffs," a term which includes each Plaintiff's successors, beneficiaries, personal representatives, and heirs) and Defendant, LUCKY BRAND DUNGAREES STORES, INC. (hereinafter referred to as "Defendant," a term which includes each and every officer, director, employee, agent, parent corporation or subsidiary, affiliate or division, its successors, assigns, beneficiaries, servants, legal representatives, insurers and heirs).

2. For and in consideration of the promises outlined in Paragraph 3 of this Agreement, and in the separate confidential release agreements signed by each Plaintiff, Plaintiffs agree as follows:

- A. To settle any and all claims and actions of any nature whatsoever between Plaintiffs and Defendant and release and forever discharge Defendant of and from all and any manner of actions, causes of actions, suits, rights to attorney fees, debts, claims and demands whatsoever in law or equity by reason of any matter, cause or thing whatsoever, and particularly, but without limitation of the foregoing general terms, by reason of any claims or actions arising from Plaintiffs' employment with Defendant, or related to the transactions or matters which are the subject matter of the lawsuit CASE NO.: 11-CV-61923-WPD, pending in the United States District Court for the Southern District of Florida, Fort Lauderdale Division, including without limitation any claims arising from any alleged violation of any and all federal, state, or local laws, including but not limited to the Employee Retirement Income Security Act of 1974, the Civil Rights Acts of 1866, 1871, 1964, and 1991, the Rehabilitation Act of 1973, the Fair Labor Standards Act, the Equal Pay Act of 1963, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, the Occupational Safety and Health Act, the Immigration Reform and Control Act of 1986, the Americans with Disabilities Act, and the Florida Civil Rights Act. This is not a complete list, and Plaintiffs waive and release all similar rights and claims under all other federal, state and local discrimination provisions and all other statutory and common law causes of action relating in any way to Plaintiffs employment and, as applicable, separation from employment with Defendant, or otherwise, and whether such claims are now known or unknown to Plaintiffs, from the beginning of the world to the effective date of this Agreement, except that this release does not compromise, waive, or prejudice any claims for unemployment compensation benefits consistent with Florida Statutes §443.041(1).

- B. To facilitate the dismissal with prejudice of CASE NO.: 11-CV-61923-WPD, pending in the United States District Court for the Southern District of Florida, Fort Lauderdale Division.

- C. This settlement is the compromise of a disputed claim and does not constitute an admission by Defendant of any violation of any federal, state, or local statute or regulation, or any violation of any of Plaintiffs' rights or of any duty owed by Defendant to Plaintiffs.
- D. Not to disclose the terms of this Agreement to anyone except Plaintiffs' attorneys, Plaintiffs' tax advisors or as compelled by force of law. In the event any Plaintiff is compelled by force of law to disclose the contents of this Agreement, such Plaintiff agrees that notice of receipt of the judicial order or subpoena shall be immediately communicated to Defendant telephonically and confirmed immediately thereafter in writing so that Defendant will have the opportunity to assert what rights they may have in non-disclosure prior to any response to the order or subpoena.

3. For and in consideration for the promises made by Plaintiffs in Paragraph 2 of this Agreement and in the release agreements signed by each Plaintiff, Defendant agrees to pay consideration as follows:

- A. Defendant shall deliver to Plaintiffs' Counsel eight (8) checks as follows:
 - (i) A total of \$2,276.50 made payable to Plaintiff Lorilynne Rice which consists of \$1,013.25 for Plaintiff's alleged unpaid wages, \$1,013.25 for 100% liquidated damages and \$250.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (ii) A total of \$1,082.21 made payable to Plaintiff Brittany Soto which consists of \$416.11 for Plaintiff's alleged unpaid wages, \$416.10 for 100% liquidated damages and \$250.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (iii) A total of \$343.88 made payable to Plaintiff Lauren Taylor which consists of \$121.94 for Plaintiff's alleged unpaid wages, \$121.94 for 100% liquidated damages and \$100.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (iv) A total of \$967.71 made payable to Plaintiff Beth Scudney which consists of \$358.86 for Plaintiff's alleged unpaid wages, \$358.85 for 100% liquidated damages and \$250.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (v) A total of \$4,163.05 made payable to Plaintiff Kristen Gurdak which consists of \$1,956.53 for Plaintiff's alleged unpaid wages, \$1,956.52 for 100% liquidated damages and \$250.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (vi) A total of \$683.52 made payable to Plaintiff Delin Bixha which consists of \$291.76 for Plaintiff's alleged unpaid wages, \$291.76 for 100% liquidated damages and \$100.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings;
 - (vii) A total of \$657.56 made payable to Plaintiff Gabriel Aguilera which consists of \$278.88 for Plaintiff's alleged unpaid wages, \$278.88 for

- 100% liquidated damages and \$100.00 for purposes of obtaining a general release of all claims, less applicable tax withholdings; and
- (viii) \$6,000.00 made payable to the Law Offices of Robert Rubenstein, P.A. for attorneys' fees.

The payments outlined above in Paragraph 3(A)(i)-(viii) are collectively referred to as "settlement proceeds." Defendant shall provide such payments to Plaintiffs' Counsel within 5 days after the Court has issued an Order of Dismissal in CASE NO.: 11-CV-61923-WPD. If Defendant fails to timely make the payments set forth herein, Plaintiffs shall, after providing Defendant with written notice of default and ten (10) days to cure same, be entitled to a consent judgment against Defendant for the amounts set forth above.

4. The parties agree and acknowledge that approval of this settlement shall be sought in CASE NO.: 11-CV-61923-WPD consistent with Lynn's Food Stores, Inc. v. United States, 679 F.2d 1350, 1353 (11th Cir. 1982).

5. In the event that Plaintiffs or Defendant commence an action to enforce the provisions of the Agreement, the prevailing party in any such action shall be entitled to an award of its reasonable attorneys' fees and all costs including appellate fees and costs, incurred in connection therewith as determined by the court in any such action.

6. Plaintiffs and Defendant agree that this Settlement Agreement is entered into knowingly and voluntarily, after having the opportunity to fully discuss it with an attorney. Having had the opportunity to obtain the advice of legal counsel to review, comment upon, and redraft the agreement, the Parties agree that the Agreement shall be construed as if the Parties jointly prepared it so that any uncertainty or ambiguity shall not be interpreted against any one party and in favor of the other.

7. This Agreement supersedes all prior agreements and understandings between Plaintiffs and Defendant except Plaintiffs also shall be bound by the terms of the release agreements they executed. No cancellation, modification, amendment, deletion, addition, or other changes in the Agreement or any provision hereof or any right herein provided shall be effective for any purpose unless specifically set forth in a subsequent written agreement signed by Plaintiffs and an authorized representative of Defendant.

8. Should any provision of this Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of the Agreement and all other valid provisions shall survive and continue to bind the parties.

9. The law governing this Agreement shall be that of the United States of America and the State of Florida. The Parties agree that venue for any litigation brought to enforce this Agreement shall lie exclusively in Broward County, Florida. The Parties expressly consent to

the jurisdiction of the United States District for the Southern District of Florida, or, if that court refuses jurisdiction, in any court of competent jurisdiction in Broward County, Florida.

10. Each Plaintiff has up to 21 calendar days after receiving this Agreement to decide whether to sign it. Each Plaintiff should take as much of the 21 calendar days as she needs to in order to properly evaluate the release/waiver and other provisions contained in this Agreement. Any changes of whatever kind which may be made after the Agreement is initially provided to a Plaintiff will restart the running of the 21 calendar day period. Each Plaintiff again acknowledges that he/she has consulted with an attorney prior to signing this Agreement.

11. This Agreement may be signed in counterparts

LORILYNNE RICE <i>Lorilynne Rice</i> Date <u>1/19/12</u>	LUCKY BRAND DUNGAREES STORES, INC. By _____ Dana Scher Vice President, Employment Counsel Date _____
BRITTANY SOTO _____ Date _____	
LAUREN TAYLOR <i>Lauren Taylor</i> Date <u>1/20/12</u>	
BETH SCUDNEY <i>Beth Scudney</i> Date <u>1/20/12</u>	
KRISTEN GURDAK <i>Kristen Gurdak</i> Date <u>1/20/12</u>	

DELIN RIXHA

Delin Rixha

Date 1/20/2012

GABRIEL AGUILAR

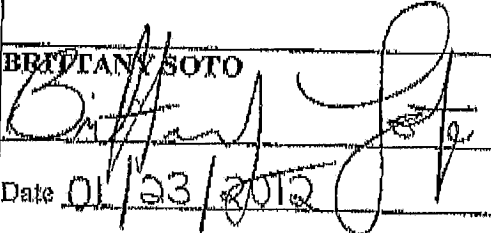
Gabriel Aguilar

Date 1/19/2012

the jurisdiction of the United States District for the Southern District of Florida, or, if that court refuses jurisdiction, in any court of competent jurisdiction in Broward County, Florida.

10. Each Plaintiff has up to 21 calendar days after receiving this Agreement to decide whether to sign it. Each Plaintiff should take as much of the 21 calendar days as she needs to in order to properly evaluate the release/waiver and other provisions contained in this Agreement. Any changes of whatever kind which may be made after the Agreement is initially provided to a Plaintiff will restart the running of the 21 calendar day period. Each Plaintiff again acknowledges that he/she has consulted with an attorney prior to signing this Agreement.

11. This Agreement may be signed in counterparts

LORILYNNE RICE	LUCKY BRAND DUNGAREES STORES, INC.
Date _____	By _____ Dana Scher Vice President, Employment Counsel
BRITTANY SOTO  Date 01/23/2012	Date _____
LAUREN TAYLOR	
Date _____	
BETH SCUDNEY	
Date _____	
KRISTEN GURDAK	
Date _____	

the jurisdiction of the United States District for the Southern District of Florida, or, if that court refuses jurisdiction, in any court of competent jurisdiction in Broward County, Florida.

10. Each Plaintiff has up to 21 calendar days after receiving this Agreement to decide whether to sign it. Each Plaintiff should take as much of the 21 calendar days as she needs to in order to properly evaluate the release/waiver and other provisions contained in this Agreement. Any changes of whatever kind which may be made after the Agreement is initially provided to a Plaintiff will restart the running of the 21 calendar day period. Each Plaintiff again acknowledges that he/she has consulted with an attorney prior to signing this Agreement.

11. This Agreement may be signed in counterparts

LORILYNNE RICE _____ Date _____	LUCKY BRAND DUNGAREES STORES, INC. By <u><i>Dana Scher</i></u> Dana Scher Vice President, Employment Counsel Date <u>1/20/12</u>
BRITTANY SOTO _____ Date _____	
LAUREN TAYLOR _____ Date _____	
BETH SCUDNEY _____ Date _____	
KRISTEN GURDAK _____ Date _____	