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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19
20 LARRY HUDSON, individually and on
behalf of all other persons similarly
21 situated, and on behalf of the general
public,

22 Plaintiff,

23 v.

24 STERLING JEWELERS INC., an Ohio
25 corporation, SIGNET JEWELERS
LIMITED; a foreign corporation, and
26 DOES 1 through 30, inclusive;

27 Defendant.
28

Case No. 2:17-CV-09301-DSF-JEM

**JOINT STIPULATION OF CLASS
ACTION SETTLEMENT**

1 This Joint Stipulation of Class Action Settlement (“Joint Stipulation”) is made
2 and entered by and between Larry Hudson, in his individual capacity, as a class
3 representative, and as a private attorney general (hereinafter referred to as “Plaintiff”)
4 on one hand, and Defendants Sterling Jewelers, Inc. and Signet Jewelers Limited
5 (hereinafter collectively referred to as “Defendants”), on the other hand. Subject to the
6 Court’s approval, the above-referenced action is being compromised and settled under
7 the terms and conditions set forth below. This Joint Stipulation will be binding on
8 Plaintiff and the class purported to be represented thereby, and Defendants, subject to
9 the terms and conditions set forth below and the approval of the Court.

10 **I. DEFINITIONS**

11 To the extent any terms or phrases used in this Joint Stipulation are not
12 specifically defined in this section (i.e., Section I), but are defined elsewhere in this
13 Joint Stipulation, they are incorporated herein by reference.

14 “Action” means the above-entitled class action pending in the United States
15 District Court, Central District of California, case no.: 2:17-cv-09301-DSF-JEM.

16 “Class” or “Class Members” means all current and former employees of
17 Defendants in California compensated by the hour and commissions, regardless of
18 their job title, during the Class Period.

19 “Class Member” means a single, current or former employee of Defendants in
20 California compensated by the hour and commissions during the Class Period.

21 “Class Counsel” means Berenji Law Firm, APC.

22 “Class Period” means the time from November 28, 2013 through the date of
23 preliminary approval of the settlement, inclusive.

24 “Complaint” means the operative complaint filed in the Action and all
25 amendments thereto.

26 “Defendants” means Sterling Jewelers, Inc. and Signet Jewelers Limited, and
27 any of their officers, directors, owners, agents, employees, parent entities, subsidiaries,
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1 affiliates, brands and concepts, insurers, predecessors, assigns, successors, and any
2 individual or entity that could be jointly liable with Defendants.

3 “Effective Date” means the date by which the Court’s order granting Final
4 Approval of this Joint Stipulation becomes final. Such order becomes final upon the
5 following events: (i) upon the Court issuing an order granting Final Approval of this
6 Joint Stipulation if no objections to the settlement are filed, or if an objection is filed
7 but is withdrawn prior to the Court’s Final Approval Hearing; or (ii) in the event there
8 are written objections filed prior to the final approval hearing which are not thereafter
9 withdrawn prior to the hearing, the later of the following events: (a) the day after the
10 last day by which a notice of appeal of the order may be timely filed with the Ninth
11 Circuit, and none is filed; (b) if an appeal is filed and is finally disposed of by ruling,
12 dismissal, denial, or otherwise, the day after the last date for filing a request for further
13 review of the Ninth Circuit’s decision passes and no further review is requested; (c) if
14 an appeal is filed and there is a final disposition by ruling, dismissal, denial, or
15 otherwise by the Ninth Circuit, and further review of the Ninth Circuit’s decision is
16 requested, the day after the request for review is denied with prejudice and/or no
17 further review of the order can be requested; or (d) if review is accepted, the day the
18 United States Supreme Court affirms the Settlement.

19 “Final Approval” means the date upon which the Court enters an order granting
20 approval of this Joint Stipulation, after having determined that the settlement is fair,
21 adequate, and reasonable to the Class following notice to the Class and a hearing on
22 the fairness of the settlement.

23 “Final Approval Hearing” means the final hearing held to ascertain the fairness,
24 reasonableness, and adequacy of the Joint Stipulation, after which the Court will enter
25 its order approving the Joint Stipulation finally.

26 “Opt-Out” means all persons who timely and validly request exclusion from the
27 Class.

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1 “PAGA Period” means the time from May 12, 2016 to the date of preliminary
2 approval of settlement, inclusive.

3 “Parties” means Plaintiff and Defendants.

4 “Preliminary Approval” means the court order preliminarily approving this
5 Joint Stipulation.

6 “Preliminary Approval Hearing” means the hearing held on the motion for
7 preliminary approval of the Joint Stipulation.

8 “Released Claims” means all claims for wages, damages, liquidated damages,
9 penalties, benefits, fringes, interest, attorneys’ fees, litigation costs, restitution, or
10 equitable relief, which Plaintiff, the Class, and/or any Class Member had, or may claim
11 to have, against any of the Released Parties, that were alleged or could have been
12 alleged arising out of the facts, circumstances, and primary rights at issue in the First
13 Amended Class Action Complaint for Damages as set forth in this Action during the
14 Class Period, including claims for (1) all unpaid wages and unpaid overtime wages;
15 (2) failure to provide meal periods and claims regarding meal period premium pay; (3)
16 failure to reimburse expenses; (4) failure to provide accurate wage statements; (5)
17 failure to timely pay wages or compensation upon termination and during
18 employment; (6) failure to pay all earned wages; (7) unlawful deductions of wages;
19 (8) claims for violation of California Business and Professions Code §§ 17200, et seq.;
20 and (9) claims for civil penalties under the Private Attorneys General Act (“PAGA”).

21 “Released Parties” means Defendants and all of their past and present owners,
22 officers, directors, shareholders, employees, agents, assigns, attorneys, insurers,
23 brands and concepts, parent companies, subsidiaries, and affiliates, and their
24 respective predecessors, successors, assigns, and any individual or entity that could be
25 jointly liable with Defendants, without limitation.

26 “Settlement Administrator” means CPT Group.

27 “Settlement Administrator’s Fees” means all fees, costs, and expenses relating
28 to the administration of the settlement in this Action, including without limitation,

1 printing and mailing Class Notice Forms, receiving and processing Opt-Outs,
2 calculating and determining payments and percentages, regularly updating counsel on
3 the status of administration, and the accounting and maintenance of the Settlement
4 Fund Account.

5 “Settlement Fund Account” means the bank account established under this Joint
6 Stipulation from which all monies payable under this Joint Stipulation shall be paid,
7 as set forth herein.

8 “Gross Settlement Amount” means up to \$1,500,000 that Defendants will pay
9 in the aggregate to resolve this Action, on a non-reversionary basis. The Gross
10 Settlement Amount is all-inclusive. The following costs will be deducted from the
11 Gross Settlement Amount: (1) attorney’s fees (Defendants will not oppose Class
12 Counsel’s request for attorney’s fees, not to exceed 33.3%, or \$500,000 of the Gross
13 Settlement Amount); (2) costs not to exceed \$15,000 (Defendants will not oppose
14 Class Counsel’s request for costs \$15,000 or less); (3) an incentive award to the named
15 Plaintiff not to exceed \$10,000 (Defendants will not oppose the requested
16 enhancement award of \$10,000 to the named Plaintiff in exchange for his execution
17 of a settlement agreement and general release, including a California Civil Code §
18 1542 waiver of known and unknown claims); (4) claims administration fees not to
19 exceed \$50,000; and (5) \$75,000 for penalties under California Labor Code §§ 2699
20 et seq. (“PAGA”) during the PAGA Period (of which 75% will go to the State of
21 California, Labor & Workforce Development Agency (“LWDA”) and 25% will go to
22 aggrieved employees as part of the Gross Settlement Amount). Defendants’ corporate
23 payroll tax obligation shall be paid in addition to the Gross Settlement Amount.

24 The “Net Settlement Amount” will equal the net amount available for payment
25 of claims to Class Members after deducting the above-referenced costs from the Gross
26 Settlement Amount, unless Class Counsel files an appeal to a reduction in the
27 requested attorney fees and/or cost award within fourteen (14) calendar days of the
28 Effective Date. For example, if the Court approves \$500,000 in attorney fees, \$15,000

1 in litigation costs, \$50,000 in administration costs, \$10,000 as an enhancement award,
2 and \$75,000 for PAGA penalties, of which 75% or \$56,250 will go to the LWDA, the
3 Net Settlement Amount will be \$868,750 (\$1,500,000 – \$500,000 – \$15,000 – \$10,000
4 – \$50,000 – \$56,250 = \$868,750). If the Court approves a lesser amount of any of the
5 above-referenced costs, the Net Settlement Amount will increase proportionately. In
6 other words, any deductions from the above-referenced costs will increase the Net
7 Settlement Amount proportionally – also referred to as the “Payout Fund.”

8 **II. PRE-TRIAL PROCEEDINGS AND NEGOTIATIONS**

9 **A. Discovery, Investigation, and Research**

10 The Parties investigated facts and law throughout the Action. Investigation
11 included the exchange of information under formal and informal discovery, including
12 expert witness consultations. It also included preparing for and attending two private
13 mediations with wage and hour class action mediator, Judge Jeff Winikow. The Parties
14 also investigated relevant law as applied to the facts of this case, potential defenses,
15 and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely
16 focused on Plaintiff’s allegations that Class Members were not paid the proper regular
17 rate of pay for purposes of overtime, were not paid all owed and due wages and
18 compensation or had improper deductions made to wages under applicable
19 compensation plans, were not provided with all meal periods under California law and
20 not paid all appropriate meal premiums at the appropriate rate of pay, received
21 improper or incomplete wage statements, did not receive reimbursement for all
22 reasonably necessary business expenses, and were not timely paid all owed and due
23 wages and compensation upon separation of employment. Discovery included Class
24 Members’ time and payroll records, commission and incentive pay records,
25 commission and incentive plans, the relevant policies and practices of Defendants, and
26 class data regarding the applicable claims. The Parties conducted their own evaluations
27 of the potential recoveries based on the claims alleged in the Action, including expert
28 witness consultations.

1 **B. Allegations of the Class Representative and Benefits of Settlement**

2 This Joint Stipulation was reached after arm’s length bargaining by the Parties
3 with the assistance of an experienced mediator, and after Class Counsel thoroughly
4 reviewed all available evidence. The information exchanged between the Parties
5 allowed them to assess the merits of the claims and defenses, and to reach a
6 compromise of the issues.

7 Plaintiff and Class Counsel all contend the claims asserted in the Action have
8 merit. However, they also acknowledge the expense and delay of continued litigation.
9 Class Counsel has considered the uncertain outcome and risk of litigation, and the
10 difficulties and delays inherent in such litigation. Class Counsel also considered the
11 potential difficulty of maintaining the Action as a class action and the likelihood of
12 appeals.

13 Class Counsel determined this Joint Stipulation confers substantial benefit to
14 the Class and respectfully submits that an independent review by the Court will
15 confirm this conclusion. Class Counsel has determined that this Joint Stipulation is in
16 the best interests of Plaintiff and the Class Members.

17 **C. Defendants’ Denials of Wrongdoing and Benefits of Settlement**

18 Defendants generally deny all claims alleged in the Action and further deny
19 class or representative treatment is appropriate for any purpose other than this
20 settlement. Defendants contend they complied with all applicable laws, whether
21 California or federal law. It is Defendants’ position that if litigation continued, class
22 certification would not be granted, or if it were, that it would be reversed. Defendants
23 contend the named Plaintiff is not an adequate class representative, his claims are not
24 typical of the Class Members, and individual issues predominate over common ones.
25 However, Defendants have concluded that further litigation would be protracted and
26 expensive. Thus, Defendants have determined that it is desirable that the Action be
27 fully and finally settled in the manner and upon the terms and conditions herein.

1 **D. Intent of the Settlement**

2 This Joint Stipulation intends to achieve the following: (1) entry of an order
3 approving the Joint Stipulation and granting the monetary relief set forth herein; (2)
4 entry of judgment on Plaintiff’s alleged claims; and (3) discharge of Released Parties
5 from liability for all Released Claims.

6 **III. PROCEDURAL ISSUES**

7 **A. Preliminary Approval**

8 Class Counsel will submit this Joint Stipulation to the Court with a Motion for
9 Preliminary Approval of Class Action Settlement. Defendants will not oppose the
10 Motion for Preliminary Approval of Class Action Settlement.

11 After the Motion for Preliminary Approval of Class Action Settlement,
12 Defendants shall promptly prepare a Notice of Settlement of Class Action in this
13 matter, pursuant to the Class Action Fairness Act, 28 U.S.C. § 1715.

14 **B. Settlement Administrator**

15 The Settlement Administrator will handle: (1) preparing, printing, and mailing
16 simultaneously the Notice of Class Action Settlement in substantially the same form
17 as the attached **Exhibit 1** (the “Class Notice”) in both English and Spanish and **Exhibit**
18 **2** (the “Opt Out Form”); (2) receiving and reviewing any Opt-Outs; (3) calculating
19 payments under the settlement; (4) handling inquiries from Class Members concerning
20 the Notice Packet; (5) resolving any workweek disputes; (6) providing weekly status
21 reports to Defendants’ counsel and Class Counsel regarding the mailings, Opt-Outs,
22 and settlement payments; (7) distributing settlement payments to Class Members and
23 payment to other parties under the terms of this Joint Stipulation; (8) providing due
24 diligence declarations for submission to the Court, as needed; (9) printing and
25 providing Class Members and Plaintiff with tax forms as required under this Joint
26 Stipulation and applicable law, and providing copies of the same to Defendants; (10)
27 translating the Notice Packet and Reminder Card to Spanish; (11) sending, and/or
28 responding to submissions of Opt-Outs, or contact information updates; and (12) such

1 other tasks as the Parties mutually agree or the Court orders the Settlement
2 Administrator to perform.

3 The Settlement Administrator will skip trace and re-mail all returned,
4 undeliverable mail within seven (7) days of receiving notice the mailing was
5 undeliverable. The Settlement Administrator will also handle payments to Plaintiff for
6 his enhancement award, payment of Class Counsel's attorney fees and costs as
7 approved by the Court, and payment of PAGA penalties to the LWDA.

8 The Settlement Administrator will also handle the distribution of any remaining
9 amounts from uncashed checks in accordance with the procedures set forth below. *See*
10 Section IV.F. herein.

11 Settlement Administrator's Fees are to be paid from the Gross Settlement
12 Amount.

13 **C. Notice to Class Members**

14 If the Court grants Preliminary Approval, notice will be provided to Class
15 Members as follows:

16 Within fourteen (14) calendar days of Preliminary Approval, Defendants will
17 provide the Settlement Administrator with the following information about each Class
18 Member: (1) name; (2) last known mailing address and telephone number; (3) social
19 security number; (4) dates of employment; and (5) total workweeks worked during the
20 Class Period.

21 Within ten (10) calendar days after the Settlement Administrator's receipt of the
22 class data, it will mail the Notice Packet to Class Members via first-class regular U.S.
23 mail.

24 Prior to mailing, the Settlement Administrator will perform a search based on
25 the National Change of Address Database for information to update and correct any
26 known or identifiable address changes. It will be conclusively presumed that the Class
27 Member received the Notice Packet if the Notice Packet has not been returned within
28 thirty (30) days of mailing. If a new address is obtained by way of a returned Notice

1 Packet, then the Settlement Administrator will promptly forward the original Notice
2 Packet to the updated address via first-class regular U.S. mail, indicating on the
3 original packet the date of such re-mailing.

4 A returned Notice Packet will be forwarded only once by the Settlement
5 Administrator. Upon completion of these steps by the Settlement Administrator,
6 Defendants will be deemed to have satisfied its obligation to provide notice of the class
7 settlement to Class Members. Such persons will be bound by all terms of the Joint
8 Stipulation (including the release) and the Court’s order and final judgment, unless
9 they validly Opt-Out of the Class.

10 Class Members will have forty-five (45) calendar days from the date the Notice
11 Packet is first mailed to Opt-Out of the Class.

12 Unless a Class-Member opts-out of the Class, the Class Member will be bound
13 by all terms of the Joint Stipulation (including the release set forth in section “V.
14 Release of Claims by the Class” below), and the Court’s order and final judgment.

15 **D. Procedure for Opting Out of the Class**

16 Class Members who wish to exclude themselves from the Class must mail the
17 Settlement Administrator a request for exclusion from the Class in writing within
18 forty-five (45) days after the date the Notice Packet was mailed (the “Class Member
19 Exclusion Deadline”), unless the Court orders otherwise. All requests for exclusion
20 must be made in writing, signed by the Class Member, and must be submitted by postal
21 mail. The delivery date is deemed to be the date the Opt-Out Form is deposited in the
22 U.S. Mail as evidenced by the postmark.

23 A request to be excluded from the Class will be deemed valid only if the Class
24 Member provided his or her name and address by the Class Member Exclusion
25 Deadline. The written request to be excluded from the Class must indicate the Class
26 Member’s intent to be excluded from the Settlement.

27 Any Class Member who timely opts-out will not be entitled to recovery under
28 the settlement and will not be bound by the settlement, judgment, or order in this

1 Action. Nor can they object, appeal, or comment on the settlement. Class Members
2 who fail to properly submit an Opt-Out will be bound by all the terms of this Joint
3 Stipulation, and any judgment and order entered in the Action.

4 The Settlement Administrator will provide counsel for the Parties with weekly
5 updates about Class Members who submit Opt-Out requests.

6 **E. Procedure for Disputing Workweeks**

7 The Settlement Administrator's determination of eligibility for, and the amounts
8 of, any settlement payment under this Joint Stipulation will be conclusive, final, and
9 binding on all Parties, including all Class Members. To dispute the number of
10 workweeks with which he or she has been credited, a Class Member must timely
11 produce evidence to the Settlement Administrator showing that the workweek
12 information is inaccurate by the Class Member Exclusion Deadline. The delivery date
13 is deemed to be the date the dispute is deposited in the U.S. Mail as evidenced by the
14 postmark. The Settlement Administrator shall decide the dispute. Defendants' records
15 will be presumed correct, but the Settlement Administrator will evaluate the evidence
16 submitted by the Class Member and will make the final decision on the merits of the
17 dispute. The Settlement Administrator may ask Defendants to produce the personnel
18 and payroll files of the Class Member disputing his or her credited workweeks in order
19 for the Settlement Administrator to resolve the dispute.

20 **F. Procedure for Objecting to Settlement**

21 Any Class Member who seeks to object to the settlement may serve a copy of
22 the objection to the Settlement Administrator at CPT Group, 50 Corporate Park, Irvine,
23 California 92606. Any Class Member may also object by appearing either in person
24 or by attorney at the Final Approval Hearing or by submitting a written objection to
25 the United States District Court for the Central District of California. All written
26 objections must be served within forty-five (45) days of mailing of the Class Notice.
27 Class Members who do not serve written objections may not object to the settlement
28 by way of appeal.

1 Neither the Parties nor their respective counsel will solicit or otherwise
2 encourage any Class Member, directly or indirectly, to object to the Settlement, or
3 appeal from the Judgment.

4 The Settlement Administrator will provide counsel for the Parties with weekly
5 updates about Class Members who object to the settlement.

6 **G. Final Approval**

7 At the Final Approval Hearing, Class Counsel will move the Court for the entry
8 of judgment, incorporating the Joint Stipulation. Class Counsel will seek approval of
9 the Joint Stipulation as being fair, adequate, and reasonable to the Class Members.
10 Class Counsel and Defendants' counsel will submit to the Court such pleadings and
11 evidence as required for the Court's determination.

12 No later than fifteen (15) calendar days before the Final Approval Hearing, the
13 Settlement Administrator will serve on Class Counsel and Defendants' counsel, for
14 filing with the Court in support of Plaintiff's motion for final approval of the
15 settlement, a declaration of due diligence setting forth its compliance with its
16 obligations under this Joint Stipulation.

17 **IV. SETTLEMENT TERMS**

18 **A. Gross Settlement Amount and Settlement Payments**

19 To settle the Released Claims in the Action, Defendants will pay up to the
20 aggregate Gross Settlement Amount on an all-inclusive, non-reversionary basis.
21 Except as required herein, Defendants will not be required to contribute additional
22 sums to fund the settlement or otherwise resolve this action.

23 All Class Members will be eligible to participate in the settlement. Class
24 members will receive a pro-rata share of the Net Settlement Amount under a
25 workweek formula, as set forth below.

26 **B. Increase in Gross Settlement Amount**

27 As of the date of this Joint Stipulation, Defendant believes there are
28 approximately 3,800 Class Members. If the number of class members exceeds 3,800

1 by more than ten percent, the Gross Settlement Amount will increase by a
2 proportionate percentage for all additional Class Members above the ten percent
3 allowance. In other words, for each Class Member that does not Opt Out above 4,180,
4 the Gross Settlement Amount will increase by a proportionate percentage.

5 **C. Establishment of Settlement Fund Account**

6 Within seven (7) days of Final Approval, the Settlement Administrator will
7 establish the Settlement Fund Account in a non-interest bearing transaction account at
8 a FDIC-insured institution designated by Defendants with at least one branch in
9 California.

10 **D. Allocation of Settlement Proceeds**

11 The Gross Settlement Amount is inclusive of and will be allocated as follows:

- 12 i. The Fee Award, which is the amount the Court awards to Class Counsel
13 for their attorney fees, in an amount not exceeding 33 and 1/3%
14 (\$500,000) of the Gross Settlement Amount;
- 15 ii. The Cost Award, which is the amount the Court awards to Class Counsel
16 for their reasonable litigation costs, in an amount not exceeding \$15,000;
- 17 iii. The Enhancement Award, which comprises the amount the Court awards
18 to the named Plaintiff as class representative, in an amount not exceeding
19 \$10,000;
- 20 iv. The Settlement Administrator's Fees, as approved by the Court, in an
21 amount not exceeding \$50,000;
- 22 v. PAGA penalties in an amount not to exceed \$75,000 (75% of which will
23 go to the LWDA and 25% to aggrieved employees as part of the Gross
24 Settlement Amount);
- 25 vi. The Payout Fund, which is the total money available for payout to Class
26 Members who do not Opt Out, after deducting the above amounts;
- 27 vii. Payment to Class Members who do not Opt Out shall be 1/3 penalties,
28 1/3 interest, and 1/3 wages;

1 viii. If the Court approves a lesser amount of any of the above-referenced costs
2 or penalties set forth in paragraphs C.i. to C.v., the Payout Fund will
3 increase proportionately.

4 No funds will revert to Defendants.

5 **E. Distribution of Settlement Proceeds**

6 The Settlement Administrator will keep Defendants' counsel and Class Counsel
7 apprised of all distributions from the Settlement Fund Account. No person will have
8 any claim against Defendants, Defendants' counsel, Plaintiff, Class Counsel, or the
9 Settlement Administrator based on distributions and payments made under this Joint
10 Stipulation. Distribution of the Gross Settlement Amount will be as follows:

11 **1. Initial Payment**

12 Fourteen (14) calendar days after the Effective Date, Defendants shall provide
13 the Settlement Administrator with the Gross Settlement Amount. Within seven (7)
14 calendar days after receiving the Gross Settlement Amount from Defendants, the
15 Settlement Administrator will pay the Fee Award, the Cost Award, the Incentive
16 Award, the payment to the LWDA, and the Settlement Administrator's Fees, based on
17 how the Court rules at the Final Approval Hearing. The remainder of the Gross
18 Settlement Amount, known as the Payout Fund or the Net Settlement Amount, will be
19 calculated and distributed as set forth below.

20 **2. Payout to Class Members**

21 The Settlement Administrator will calculate the individual settlement payments
22 to Class Members who do not submit valid Opt-Outs. These payments will be
23 calculated by assigning a certain dollar value to each week Class Members worked
24 during the Class Period. The dollar value of each week will be calculated by dividing
25 the aggregate value of the Payout Fund by the total number of weeks worked by the
26 Class Members who do not submit valid Opt-Outs during the Class Period. Partial
27 weeks will be rounded up to the nearest full week. A Class Member who does not
28 submit a valid Opt-Out's individual settlement payment will be determined by

1 multiplying the number of weeks worked during the Class Period by the dollar value
2 of each week.

3 The Class Members' settlement payments will be apportioned as follows:
4 33.33% as wages, 33.33% for interest, and 33.33% for penalties. The amounts paid as
5 wages shall be subject to all tax withholdings customarily made from employee's
6 wages and all other authorized and required withholdings and shall be reported by W-
7 2 forms. The Settlement Administrator will issue the appropriate federal and state tax
8 forms.

9 The settlement payments to Class Members will be paid within twenty-one (21)
10 calendar days after the Effective Date. It is expressly understood and agreed that the
11 receipt of settlement payments will not entitle any Class Member to additional or
12 derivative compensation or benefits under any company bonus, contest or other
13 compensation or benefit plan or agreement in place during the Class Period, nor will
14 it entitle any Class Member to any increased retirement, 401k benefits or matching
15 benefits, or deferred compensation benefits. It is the intent of the Parties that the
16 settlement payments provided for in this Joint Stipulation are the sole payments to be
17 made by Defendants to the Class Members for the Released Claims, and that the Class
18 Members are not entitled to any additional or derivative compensation or benefits as a
19 result of having received the settlement payments (notwithstanding any contrary
20 language or agreement in any benefit or compensation plan document that might have
21 been in effect during the period covered by this Settlement).

22 **F. Uncashed Checks**

23 Settlement checks issued to Class Members will expire one hundred and twenty
24 (120) days from the date they are issued by the Settlement Administrator. Any check
25 not cashed within 120 calendar days will be void.

26 The Settlement Administrator will provide the Parties with a report of uncashed
27 checks. After the report is received, within 30 days after the check stale date, the
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1 money from the uncashed checks, plus any interest accrued thereon, shall be paid to
2 the designated *cy pres* Legal Aid at Work.

3 Should the Court not approve the designated *cy pres* recipient, the Parties agree
4 to meet and confer about a recipient that is acceptable to the Court.

5 **G. Fee Award**

6 Defendants will not oppose a request for attorney fees up to one-third
7 (\$500,000) of the Gross Settlement Amount. Defendants will not be obligated to pay
8 any attorney fees of Class Counsel, Plaintiff, or Class Members above this amount.
9 Class Counsel's attorney fee application will be submitted with supporting
10 documentation and heard during the Final Approval Hearing.

11 The Fee Award will be determined by the Court. If the Court believes the Fee
12 Award should be reduced, the other terms of the settlement will remain in effect and
13 any such reduction will not affect the remaining terms, other than adjusting the Net
14 Settlement Amount.

15 **H. Costs Award**

16 Defendants will not oppose a request for reasonable litigation expenses not to
17 exceed \$15,000. Defendants will not be obligated to pay any costs of Class Counsel,
18 Plaintiff, or Class Members above the amount approved by the Court or \$15,000,
19 whichever amount is less. Class Counsel's request for costs must be submitted with its
20 fee application and with supporting documentation, and heard during the Final
21 Approval Hearing.

22 The Costs Award will be determined by the Court. If the Court believes the
23 Costs Award should be reduced, the other terms of the settlement will remain in effect
24 and any such reduction will not affect the remaining terms, other than adjusting the
25 Net Settlement Amount.

26 **I. Incentive Award**

27 Defendants will not object to an enhancement award of \$10,000 to the named
28 Plaintiff. Defendants will not be obligated to pay any enhancement award in the Action

1 above this amount. The Incentive Award will be considered miscellaneous income.
2 The Settlement Administrator will issue a Form 1099, and any other tax forms, to
3 Plaintiff relating to this award.

4 The Incentive Award will be determined by the Court. If the Court believes the
5 Incentive Award should be reduced, the other terms of the settlement will remain in
6 effect and any such reduction will not affect the remaining terms, other than adjusting
7 the Net Settlement Amount.

8 Plaintiff acknowledges and agrees that Defendants and its attorneys have made
9 no representations or warranties regarding the tax consequences of payment of the
10 Incentive Award, and Plaintiff has not relied on any such representations or warranties.
11 Plaintiff further agrees to pay and bear sole responsibility for all taxes, liens, levies,
12 encumbrances, interest, and penalties that may be due or payable to any taxing
13 authority as a result of payment of the Incentive Award. Furthermore, Plaintiff agrees
14 to defend and indemnify Defendants in connection with any taxes, fines interest or
15 penalties incurred as a result of any failure by Plaintiff to pay taxes due, if any, on the
16 Incentive Award paid.

17 **J. Settlement Administrator's Fees**

18 The Parties agree settlement administration costs will be deducted from the
19 Gross Settlement Amount, subject to approval by the Court, not to exceed \$50,000.

20 **K. PAGA Penalties**

21 The Parties agree to allocate \$75,000 of the Gross Settlement Amount to the
22 resolution of all claims for penalties under PAGA during the PAGA Period. Under
23 Labor Code § 2699(i), 75% of that amount will be paid to the LWDA. This amount
24 will be paid within fourteen (14) days after the Effective Date. The other 25% will
25 remain part of the settlement funds.

26 **L. Defendants' Fees and Costs**

27 Defendants will bear their own attorney fees and costs.
28

1 **V. RELEASE OF CLAIMS BY THE CLASS**

2 Upon the Effective Date, Plaintiff and Class Members will be deemed to have
3 released the Released Parties of and from all of the Released Claims during the Class
4 Period. These claims include all claims for wages, damages, liquidated damages,
5 penalties, benefits, fringes, interest, attorneys' fees, litigation costs, restitution, or
6 equitable relief, which Plaintiff, the Class, and/or any Class Member had, or may claim
7 to have, against any of the Released Parties, that were alleged or could have been
8 alleged arising out of the facts, circumstances, and primary rights at issue in the First
9 Amended Class Action Complaint for Damages as set forth in this Action during the
10 Class Period, including without limitation: (1) claims for all unpaid wages and unpaid
11 overtime wages; (2) claims for failure to provide meal periods and claims regarding
12 meal period premium pay; (3) claims for failure to reimburse expenses; (4) claims for
13 failure to provide accurate wage statements; (5) claims for failure to timely pay wages
14 or compensation upon termination and during employment; (6) claims for failure to
15 pay all earned wages and compensation; (7) claims for unlawful deductions of wages
16 or compensation; (8) claims for violation of California Business and Professions Code
17 §§ 17200, et seq.; and (9) claims for civil penalties under PAGA.

18 All Class Members shall be enjoined from seeking any monetary relief/award
19 by filing any claims with the Division of Labor Standards and Enforcement,
20 Department of Labor or any other applicable wage agency, or from initiating other
21 proceedings regarding claims released under this Joint Stipulation pending final
22 approval of the Settlement by the Court.

23 **VI. RELEASE OF CLAIMS BY PLAINTIFF**

24 Upon the Effective Date, Plaintiff will be deemed to have released the Released
25 Parties of and from all of the Released Claims during the Class Period, as set forth
26 above.

27 Plaintiff's releases set forth herein also include a waiver of all rights under
28 California Civil Code section 1542, which includes a release of all known and

1 unknown claims against the Released Parties that have been alleged or could have
2 been alleged arising out of the facts, circumstances, causes of action, and primary
3 rights alleged in the Action. Civil Code section 1542 provides:

4 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
5 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR**
6 **SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF**
7 **EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR**
8 **HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER**
9 **SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.**

10 Upon the Effective Date, Plaintiff will be deemed to have waived his rights
11 under Civil Code section 1542, as set forth above.

12 **VII. NULLIFICATION OF THE JOINT STIPULATION**

13 If (a) the Court should for any reason fail to approve this Joint Stipulation in the
14 form agreed to by the Parties, or (b) the Court should for any reason fail to enter a
15 judgment in the Action, or (c) the judgment is reversed, modified, or declared or
16 rendered void, this Joint Stipulation will be null and void, and neither this Joint
17 Stipulation, nor any of the related negotiations or proceedings, will be of any force or
18 effect, and all Parties will stand in the same position, without prejudice, as if the Joint
19 Stipulation had not been entered into or filed. Invalidation of any material portion of
20 this Joint Stipulation will invalidate this Joint Stipulation in its entirety, unless the
21 Parties subsequently agree in writing that the remaining provisions of the Joint
22 Stipulation are to remain in full force and effect or unless as otherwise set forth above.

23 If the number of Class Members who submit valid Opt-Outs exceeds 5%,
24 Defendants may rescind this Joint Stipulation. If Defendants rescind, it must do so in
25 writing to Class Counsel within fourteen (14) calendar days after the Settlement
26 Administrator notifies the Parties of the total number of valid Opt-Outs received by
27 the Class Member Exclusion Deadline and Defendants will be responsible for
28 settlement administration costs.

1 **VIII. DUTIES OF THE PARTIES**

2 **A. Mutual Full Cooperation**

3 The Parties agree to cooperate to accomplish and implement the terms of this
4 Joint Stipulation. Such cooperation will include, but is not necessarily limited to,
5 execution of such other documents and taking such other actions as may be reasonably
6 necessary to fulfill the terms of this Joint Stipulation. The Parties will use their best
7 efforts, including all efforts contemplated by this Joint Stipulation and any other
8 efforts that may become necessary by court order, or otherwise, to effectuate this Joint
9 Stipulation and the terms set forth herein. As soon as practicable after execution of
10 this Joint Stipulation, Class Counsel, with the cooperation of Defendants and their
11 counsel, will try to secure Preliminary Approval and Final Approval.

12 **B. Duty to Support and Defend the Settlement**

13 The Parties agree the settlement is fair, adequate, and reasonable and will so
14 represent to the Court. In addition, the mediator (Hon. Jeff Winikow) may execute a
15 declaration supporting the settlement, and the Court may contact the mediator to
16 discuss the settlement and whether or not the settlement is fair, adequate, and
17 reasonable. The Parties agree to abide by all terms of the Joint Stipulation in good faith
18 and to support the Joint Stipulation fully, and to use their best efforts to defend this
19 settlement from any legal challenge, whether by appeal or collateral attack.

20 **IX. MISCELLANEOUS PROVISIONS**

21 **A. No Media Comments or Publicity**

22 If contacted by the media, the Parties and Class Counsel will merely inform
23 them that the case has been resolved, and refer them to the public filings. In addition,
24 there shall be no public statements to the media or press releases with regard to the
25 Action or the terms of this Joint Stipulation.

26 **B. No Reemployment**

27 Named Plaintiff agrees not to apply for employment with Defendants or any of
28 the Released Parties in the future unless the Parties otherwise agree in writing.

1 **C. Waiver of Appeals**

2 The Parties and Class Members agree to waive any appellate rights; provided,
3 however, Plaintiff may appeal any reduction in the attorney fees and/or cost award.

4 **D. No Admission of Liability**

5 This Joint Stipulation is not an admission of liability by Defendants or any of
6 the Released Parties.

7 **E. Non-Disparagement**

8 Plaintiff and Class Counsel agree not to publicly disparage Defendants or any
9 of the Released Parties.

10 **F. Construction**

11 The Parties agree this Joint Stipulation resulted from lengthy, intensive, arm’s-
12 length negotiations, and it is not to be construed for or against any party for any reason.

13 **G. Choice of Law**

14 This Joint Stipulation is intended to and will be governed by the laws of
15 California, without regard to conflicts of law principles. The Court will retain
16 continuing jurisdiction to enforce the settlement.

17 **H. Captions and Interpretations**

18 Paragraph, titles, or captions contained herein are inserted as a matter of
19 convenience and for reference only, and in no way define, limit, extend, or describe
20 the scope of this Joint Stipulation or any provision thereof.

21 **I. Modification**

22 This Joint Stipulation may not be changed, altered, or modified, except in
23 writing signed by counsel for the Parties and approved by the Court. This Joint
24 Stipulation may not be discharged except by performance under its terms or by a
25 writing signed by the Parties.

26 ///

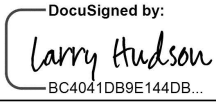
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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: 8/10/2019, 2019

By:  _____
DocuSigned by:
Larry Hudson
BC4041DB9E144DB...

Plaintiff Larry Hudson

DATED: _____, 2019

BERENJI LAW FIRM, APC

By: _____

Shadie L. Berenji
Brittanee A. Marksbury

Attorneys for Plaintiff Larry Hudson

DEFENDANTS AND COUNSEL FOR DEFENDANT

DATED: _____, 2019

By: _____

Authorized to sign on behalf of Defendants

DATED: _____, 2019

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

By: _____

Spencer C. Skeen
Tim L. Johnson
Jesse C. Ferrantella
Attorneys for Defendants

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PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL

DATED: _____, 2019 By: _____
Plaintiff Larry Hudson

DATED: August 21, 2019 BERENJI LAW FIRM, APC
By: _____
Shadie L. Berenji
Hagit Goltzer
Attorneys for Plaintiff Larry Hudson

DEFENDANTS AND COUNSEL FOR DEFENDANT

type text here

DATED: _____, 2019 By: _____
Name: _____
Authorized to sign on behalf of Defendants

DATED: _____, 2019 OGLETREE, DEAKINS, NASH, SMOAK & STEWART, P.C.
By: _____
Spencer C. Skeen
Tracie L. Childs
Tim L. Johnson
Jesse C. Ferrantella
Attorneys for Defendants

1 **PLAINTIFF/CLASS REPRESENTATIVE AND CLASS COUNSEL**

2
3 DATED: _____, 2019

By: _____

4 Plaintiff Larry Hudson

5
6
7
8 DATED: _____, 2019

BERENJI LAW FIRM, APC

9 By: _____

10 Shadie L. Berenji

11 Hagit Goltzer

12 Attorneys for Plaintiff Larry Hudson

13 **DEFENDANTS AND COUNSEL FOR DEFENDANT**

14
15
16 DATED: 8-16-19, 2019

By: 

17 Name: Lynn Dennison

18 Authorized to sign on behalf of Defendants

19
20
21
22 DATED: August 19, 2019

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

23 By: 

24 Spencer C. Skeen

25 Tracie L. Childs

26 Tim L. Johnson

Jesse C. Ferrantella

27 Attorneys for Defendants

28 39591112.1

EXHIBIT 1

**NOTICE OF PROPOSED CLASS ACTION SETTLEMENT AND
HEARING DATE FOR COURT APPROVAL**

Hudson v. Sterling Jewelers, Inc. et al. (Case no.: 2:17-cv-09301-DSF-JEM)

As a current or former employee in California of Sterling Jewelers, Inc. or Signet Jewelers Limited compensated by the hour and commissions, you may be entitled to receive money from a class action settlement.

CPT ID: <<CPT ID>>
<<Name>>
<<Address1>>
<<Address2>>
<<City>>, <<State>> <<Zip Code>>

*The United States District Court, Central District of California has authorized this Class Notice.
This is not a solicitation from a lawyer.*

YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A CLASS ACTION SETTLEMENT IF YOU ARE A CURRENT OR FORMER EMPLOYEE COMPENSATED BY THE HOUR AND COMMISSIONS WHO WORKED FOR STERLING JEWELERS, INC. OR SIGNET JEWELERS LIMITED IN CALIFORNIA AFTER NOVEMBER 28, 2013.

- A proposed settlement of \$1,500,000 (the “Gross Settlement Amount”) will be used to pay claims to current and former employees compensated by the hour and commissions who worked for Sterling Jewelers, Inc. or Signet Jewelers Limited (“Defendants”) in California after November 28, 2013 (such periods of time, the “Class Period” and such employees, the “Class Members”).
- The settlement resolves a lawsuit entitled *Hudson v. Sterling Jewelers, Inc. et al.* (Case no.: 2:17-cv-09301-DSF-JEM) (the “Lawsuit”) over whether Defendants properly paid employees overtime and wages, properly provided meal periods, properly reimbursed business expenses, provided accurate itemized wage statements, timely paid wages and compensation, properly paid earned wages and compensation, improperly deducted wages, violated California’s Unfair Competition Law, and is subject to penalties under the Private Attorneys General Act (PAGA). This settlement avoids the costs and risks from continuing the Lawsuit, pays money to persons like you, and releases Defendants from alleged liability.
- The Court has not made a determination of the validity of the claims in the Lawsuit. Defendants deny any and all liability arising from any of the claims and contend that at all relevant times they properly compensated all employees and fully complied with all applicable laws.
- Class Members will receive a payment based on the number of workweeks worked, rounded up to the nearest full workweek, during the Class Period.
- **PLEASE READ THIS CLASS NOTICE CAREFULLY. YOUR LEGAL RIGHTS ARE AFFECTED BY IT.**

HOW MUCH WILL I GET?

You worked a total number of <<Work Weeks>> during the Class Period.

It is expected that you will receive approximately <<EstISP>>

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

DO NOTHING	Receive a payment and give up your legal rights to pursue claims released by the settlement of the Lawsuit.
OPT OUT	Receive no payment and retain your legal rights to pursue claims that would otherwise be released by the settlement of the Lawsuit. You may opt out by following the procedures set forth below.
OBJECT TO THE SETTLEMENT	If you do not opt out, you may submit a written objection to the Settlement Administrator, XXX, stating why you object to the settlement, including all supporting facts, and they will forward your concerns to counsel which will then be provided to the Court. More information on this process is set forth below.
DISPUTE THE WORKWEEK CALCULATION	If you feel that you worked a different amount of workweeks than identified above, you may dispute that calculation by following the procedures set forth below.
ATTEND A HEARING	You have the right to attend a final approval of the settlement and fairness hearing that will be conducted by the Court, but you are not required to attend. Class Members may appear at the fairness hearing to speak or make an oral objection without mailing any letter or providing advance notice.

IMPORTANT INFORMATION ABOUT THE PROPOSED SETTLEMENT

1. Why did I get this Class Notice?

This notice informs you of your rights to share in the settlement and, if you so choose, to “opt out” of the settlement or to object to the settlement terms. On [ENTER DATE AND TIME], in the United States District Court, Central District of California, there was hearing on a motion for preliminary approval of the class action settlement. The Court certified a class action for settlement purposes only and directed that you receive this notice because you have a right to know about the proposed settlement in the Lawsuit and about all of your options before the Court rules on whether to finally approve the settlement. If the Court finally approves the settlement, and after any objections and appeals are resolved, a “Settlement Administrator” appointed by the Court will make the payments that the settlement allows. This Class Notice explains the Lawsuit, the proposed settlement, your legal rights, and what benefits are available and how to receive them.

The Court in charge of this case is the United States District Court, Central District of California. The person who sued is called “Plaintiff” and the organizations they sued are called “Defendants.”

2. What is the Lawsuit about?

In the Lawsuit, Larry Hudson, the representative Plaintiff (“Plaintiff”), alleged multiple violations of the California Labor Code, the California Business and Professions Code, and the California Private Attorneys General Act (“PAGA”), including causes of action for: 1) failure to pay overtime, 2) failure to provide meal periods, 3) failure to reimburse business expenses, 4) failure to provide itemized wage statements, 5) failure to timely pay wages or compensation, 6) violation of California’s Unfair Competition Law, 7) failure to pay earned wages or compensation, 8) unlawful deduction of wages, and 9) claims for penalties under PAGA.

3. Why is there a settlement?

The parties disagree on the probable outcome of the case with respect to liability, damages, and how much money could be recovered if the Plaintiff won at trial. Defendants believe that Plaintiff would not prevail if this case went to trial. The Court has not decided in favor of Plaintiff or Defendants. There has been no trial in this case. Instead, both sides recognize the risks, expenses, and disruption associated with continued litigation and they have chosen to resolve their differences by entering into a settlement. By doing so, the parties can avoid the cost of a trial, yet Class Members are still entitled to receive payments if they comply with the instructions in this Class Notice. The parties entered into this settlement after arms-length negotiations while using the services of an experienced and neutral mediator. Plaintiff and his counsel (“Class Counsel”) believe that the proposed settlement is fair and reasonable and is in the best interest of the Class Members.

4. What is a class action settlement?

The Court must approve the terms of the proposed settlement as fair and reasonable. Once approved, the settlement will affect all Class Members, except those who have properly opted out. This Class Notice explains your legal rights, the terms of the settlement, what you must do to participate, and the amount of money you may receive. Please read this entire Class Notice carefully.

5. What should I do to get money from this settlement?

You can do nothing, and if you are entitled to a payment you will be paid.

Be mindful, however, that if this Class Notice reaches you and the address where you now live is different, you need to contact the Settlement Administrator and provide updated information so that any future correspondence or the settlement check itself reaches you and is not returned as an address unknown.

6. How much will my payment be?

As set forth in the parties’ Joint Stipulation of Class Settlement (which is available for review upon request from the Settlement Administrator or Class Counsel), Defendants have agreed to pay the Gross Settlement Amount of \$1,500,000. After deducting the class representative enhancement payment, the portion of the PAGA penalty payment that shall be paid to California Labor & Workforce Development Agency, the Settlement Administration costs, and Class Counsel’s fees and expenses, the balance of the Gross Settlement Amount (the “Net Settlement Amount”) will be available for payment to all Class Members that do not opt out of the settlement. The settlement payments will be apportioned to each Class Member on a pro-rata basis, based on the number of workweeks worked during the Class Period.

Your estimated recovery is set forth on the top of Page 2 of this Notice.

If you do not dispute your workweek calculation, and do not opt out of the settlement, you will be bound by the settlement and receive a settlement payment. **In other words, you do not need to take any action to receive a settlement payment.**

7. When would I get my payment?

The Court will hold a final approval and fairness hearing on [ENTER DATE AND TIME] to decide whether to grant final approval of the proposed settlement. If the Court approves the settlement and anyone objects, there may be appeals. It is always uncertain when these objections and appeals can be resolved, and resolving them can take time. To check on the progress of the settlement, call the Settlement Administrator at 1-XXX-XXX-XXXX, or contact Class Counsel (see below for Class Counsel’s contact information). *Please be patient.*

8. What am I releasing?

Upon the Court's final approval of the settlement, and except as to such rights or claims as may be created by the settlement, Plaintiff and Class Members who have not effectively opted-out of the settlement as described below, fully release and discharge Defendants, and all of their past and present owners, officers, directors, shareholders, employees, agents, assigns, attorneys, insurers, brands and concepts, parent companies, subsidiaries, and affiliates, and their respective predecessors, successors, assigns, and any individual or entity that could be jointly liable with Defendants, without limitation ("Released Parties") of and from all claims for wages, damages, unpaid costs, penalties, liquidated damages, benefits, fringes, interest, attorneys' fees, litigation costs, restitution, or equitable relief, which Plaintiff, the Class, and/or any Class Member had, or may claim to have, against any of the Released Parties, that were alleged or that could have been alleged arising out of the facts, circumstances, and primary rights at issue in the First Amended Class Action Complaint for Damages during the Class Period ("Released Claims"). These claims include without limitation: claims for (1) all unpaid wages and unpaid overtime wages; (2) failure to provide meal periods and claims regarding meal period premium pay; (3) failure to reimburse expenses; (4) failure to provide accurate wage statements; (5) failure to timely pay wages or compensation upon termination and during employment; (6) failure to pay all earned wages; (7) unlawful deductions of wages; (8) claims for violation of California Business and Professions Code §§ 17200, et seq.; and (9) claims for civil penalties under PAGA.

The time period covered by this release is November 28, 2013 through **XXX**, inclusive.

9. How can I opt out of this settlement?

You can opt out of this settlement and retain your rights. To do so, you must submit a written, signed request to opt out of the settlement. You will have 45 days from the date of mailing of this Class Notice to do so. Your Opt-Out request must be mailed to the Settlement Administrator, **XXX** and be postmarked no later than **[ENTER DATE]**, or it will not be considered and you will be bound by the settlement.

10. Do I have a lawyer in this case?

The Court has appointed Shadie L. Berenji and Hagit Goltzer of BERENJI LAW FIRM, APC 8383 Wilshire Blvd., Suite 708, Beverly Hills, California 90211; Telephone: (310) 855-3270; Facsimile: (310) 855-3751, to represent you and other Class Members in the Lawsuit. These lawyers are called Class Counsel. They will be compensated from the Total Settlement Amount as discussed in this Class Notice. If you want to be represented by your own lawyer, you may hire one at your own expense.

11. How will the lawyers be paid?

Class Counsel will ask the Court to award them fees up to 1/3 (one-third) of the Gross Settlement Amount. Class Counsel will also ask the Court to award them reasonable costs incurred in connection with the Lawsuit. The Court may choose to award less than the amount requested by Class Counsel.

12. How do I object to the settlement?

You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies the settlement, no settlement payments will be sent out and the Lawsuit may continue. If that is what you want to happen, you must object.

You may object to the proposed settlement in writing. You may also appear at the final approval and fairness hearing, either in person or through your own attorney. If you appear through your own attorney, you are responsible for paying that attorney. All written objections and supporting papers must (a) clearly identify the case name and number

(*Hudson v. Sterling Jewelers, Inc. et al.*, Case no.: 2:17-cv-09301-DSF-JEM), (b) be submitted to the Court either by mailing them to the Clerk of Court, United States District Court Central District of California located at First Street Courthouse, 350 West 1st Street, Los Angeles, California 90012, or by filing them in person at the United States District Court Central District of California First Street Courthouse, and (c) be filed or postmarked on or before **[ENTER DATE]**.

13. How do I dispute my workweek calculation?

To dispute the number of workweeks with which you have been credited, you must submit evidence to the Settlement Administrator showing that the workweek information is inaccurate. Such evidence must be mailed to the Settlement Administrator at **XXX** and postmarked on or before **[ENTER DATE]**. The Settlement Administrator shall decide the dispute. Defendants' records will be presumed correct, but the Settlement Administrator will evaluate the evidence submitted and make a final decision on the merits of the dispute.

14. When and where will the Court decide whether to approve the settlement?

The Court will hold a fairness hearing on **[ENTER DATE AND TIME]** at the United States District Court Central District of California located at First Street Courthouse, 350 West 1st Street, Courtroom 7D, Los Angeles, California 90012. At this hearing, the Court will consider whether the settlement is fair, reasonable, and adequate. If there are objections and they have been properly lodged, the Court will consider them. The Court will listen to people who have asked to speak at the hearing. The Court may also decide how much to pay to Class Counsel. At or after the hearing, the Court will decide whether to approve the settlement. We do not know how long this decision will take.

15. Do I have to come to the hearing?

No. Class Counsel will answer any questions that the Court may have. But, you are welcome to come at your own expense. If you sent an objection, you do not have to come to Court to talk about it. As long as you mailed your written objection on time, the Court will consider it. You may also pay your own lawyer to attend, but it is not required.

16. May I speak at the hearing?

You may ask the Court for permission to speak at the fairness hearing. Class Members may appear at the fairness hearing to speak or make an oral objection without mailing any letter or providing advance notice.

17. What happens if I do nothing at all?

If the Court approves the settlement, you will participate in the settlement and receive payment. You will be bound by the release as set forth herein.

GETTING MORE INFORMATION

This Class Notice summarizes the proposed settlement. You may call or contact Class Counsel or the Settlement Administrator if you would like more information about the case. You may call **1-XXX-XXX-XXXX** or write the Settlement Administrator, **XXX**.

The Settlement Administrator has also setup a website which has links to this Class Notice and other documents related to the proposed settlement, including the Joint Stipulation of Class Settlement. The website is: **[ENTER WEBSITE URL]**.

PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK'S OFFICE TO INQUIRE ABOUT THIS SETTLEMENT OR THE CLAIM PROCESS.

EXHIBIT 2

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ADD CAPTION

OPT-OUT FORM

**COMPLETE THIS FORM FOR EXCLUSION FROM THE
CLASS AND THE SETTLEMENT**

IF YOU OPT OUT, YOU WILL RECEIVE NO MONETARY RECOVERY.

**TO OPT OUT YOU MUST COMPLETE, SIGN, AND MAIL THIS FORM BY FIRST
CLASS U.S. MAIL OR EQUIVALENT, POSTAGE PAID, POSTMARKED ON OR
BEFORE [REDACTED], TO THE FOLLOWING ADDRESS:**

STERLING JEWELERS, INC. Wage and Hour Class Settlement
c/o [REDACTED]

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INSTRUCTIONS:

- 1. You must timely complete, sign, and mail this form by to be excluded from this settlement.
- 2. If you move, please send the above-noted Settlement Administrator your new address.

PLEASE TYPE OR PRINT:

Name (First, Middle, Last): _____

Street Address: _____

City, State, Zip Code: _____

Former Names (if any): _____

Last four digits of your Social Security Number: _____

Daytime Telephone Number: _____

Current or last location where you worked: _____

CERTIFICATION:

I wish to be excluded from the settlement in *Hudson v. Sterling Jewelers, Inc. et al.* (Case No.: 2:17-cv-09301-DSF-JEM, Central District of California). I understand that in asking to be excluded from the settlement class, I will receive no portion of the settlement approved by the Court in this case.

I declare under penalty of perjury under the laws of the United States and the State of California that the information I have provided on this form is true and correct.

X _____
(Sign your name here)

Date: _____