

1 **JOINT STIPULATION OF CLASS ACTION AND PAGA SETTLEMENT**

2 This Joint Stipulation of Class Action and PAGA Settlement is entered into by and between
3 Plaintiff Magdalena Torres, individually and on behalf of the Settlement Class and Defendant Jan
4 Marini Skin Care, Inc.

5 **DEFINITIONS**

6 1. “Agreement” or “Settlement Agreement” means this Joint Stipulation of Class
7 Action and PAGA Settlement.

8 2. “Action” means the consolidated court action, entitled “*Torres v. Jan Marini Skin*
9 *Research, Inc. et. al*, Case No. 22CV401294 pending before the Santa Clara County Superior
10 Court.

11 3. “Class Counsel” means Protection Law Group, LLP and Lawyer *for Justice* P.C.

12 4. “Class Counsel’s Fees and Costs” means attorneys’ fees for Class Counsel’s
13 litigation and resolution of this Action and their expenses and costs incurred in connection with
14 the Action, which shall be paid from the Gross Settlement Amount. Class Counsel will request
15 attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, i.e. Two Hundred
16 and Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty Three Cents
17 (\$208,333.33) and the reimbursement costs and expenses associated with the litigation and
18 settlement of the Action, not to exceed Twenty-Five Thousand Dollars (\$25,000.00), subject to
19 the Court’s approval. Defendant has agreed not to oppose Class Counsel’s request for fees and
20 reimbursement of costs and expenses in the amount set forth above.

21 5. “Class List” means a complete list of all Class Members that Defendant will
22 diligently and in good faith compile from their records and provide to the Settlement Administrator
23 within forty-five (45) calendar days after Preliminary Approval of this Settlement. The Class List
24 will be formatted in a readable Microsoft Office Excel spreadsheet and will include Class
25 Member’s: (1) full name; (2) last known home address; (3) last known telephone number; (4)
26 social security number; (5) start and end dates of active employment as a non-exempt employee
27 of Defendant in the State of California; (6) total Workweeks during the Class Period; (7) total
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1 Workweeks during the PAGA Period; and (8) any other information required by the Settlement
2 Administrator in order to effectuate the terms of the Settlement.

3 6. "Class" or "Class Members" means All current and former hourly-paid, non-
4 exempt employees of Jan Marini Skin Research, Inc. or employees of a temporary employment
5 agency who were assigned to work for Jan Marini Skin Research, Inc., in California, at any time
6 during the Class Period.

7 7. "Class Period" means the period from July 27, 2018, to the date of preliminary
8 approval of the settlement by the Court or July 3, 2023, whichever occurs earlier.

9 8. "Class Representative" means Plaintiff Magdalena Torres.

10 9. "Class Representative Enhancement Payment" means the amount that the Court
11 authorizes to be paid to Plaintiff, in addition to her Individual Settlement Payment, in recognition
12 of the efforts and risks they have taken in assisting with the prosecution of the Action and in
13 exchange for the General Release of her claims as provided herein.

14 10. "Court" means the Superior Court of the State of California for the County of Santa
15 Clara.

16 11. "Defendant" means Jan Marini Skin Research, Inc.

17 12. "Effective Date" means: the later of: (a) if no timely objections are filed or if all
18 objections are withdrawn, the date upon which the Court enters Final Approval; (b) if an objection
19 is filed and not withdrawn, the date for filing an appeal and no such appeal being filed (c) if any
20 timely appeals are filed, the date of the resolution (or withdrawal) of any such appeal in a way that
21 does not alter the terms of the settlement

22 13. "Final Approval" means the Court entering an order granting final approval of the
23 Settlement Agreement.

24 14. "Gross Settlement Amount" means the sum of Six Hundred and Twenty-Five
25 Thousand Dollars (\$625,000). The Gross Settlement Amount is non-reversionary; no portion of
26 the Gross Settlement Amount will return to Defendant.

27 15. "Individual Settlement Payment" means the amount payable from the Net
28 Settlement Amount to each Participating Class Member and any payment a PAGA Member is

1 eligible to receive from the employee portion of the PAGA Payment. Individual Settlement
2 Payments shall be paid by a Settlement Check made payable to Participating Class Members
3 and/or PAGA Members.

4 16. "Net Settlement Amount" means the funds available for payments to the Class,
5 which shall be amount remaining after the following amounts are deducted from the Gross
6 Settlement Amount: (1) Class Counsel's fees, (2) Class Counsel's costs, (3) Settlement
7 Administration Costs, (4) Class Representative Enhancement Payment to Plaintiff
8 Magdalena Torres; and (5) the PAGA Payment to the LWDA and PAGA Members.

9 17. "Notice" means the Notice of Class Action Settlement in a form substantially
10 similar to the form attached hereto as Exhibit A, that will be mailed to Class Members' last known
11 addresses and which will provide Class Members with information regarding the Action and
12 information regarding the settlement of the Action.

13 18. "PAGA" means the California Labor Code Private Attorneys General Act of 2004
14 (Cal. Lab. Code §§ 2698, *et seq.*, "PAGA").

15 19. "PAGA Payment" means the amount that the Parties have agreed to allocate in
16 order to settle claims arising under the Private Attorneys General Act of 2004 (Cal. Lab. Code §§
17 2698, *et seq.*)(("PAGA"). The Parties have agreed that Fifty Thousand Dollars (\$50,000.00) of the
18 Gross Settlement Amount will be allocated to the resolution of Plaintiff's PAGA Claims. Seventy
19 Five Percent (75%) of this amount (\$37,500.00) will be paid to the California Labor and Workforce
20 Development Agency in accordance with Labor Code §§ 2698 *et seq.* Twenty Five Percent (25%)
21 of this amount (\$12,500.00), will be distributed to PAGA Members. PAGA Members will receive
22 payment from the employee portion of the PAGA Payment regardless of their decision to
23 participate in the class action if the PAGA Payment is approved by the Court.

24 20. "PAGA Period" means the period from July 27, 2021, until the date of preliminary
25 approval of the settlement by the Court or July 3, 2023, whichever occurs earlier.

26 21. "PAGA Members" means All current and former hourly-paid, non-exempt
27 employees of Jan Marini Skin Research, Inc. or employees of a temporary employment agency
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1 who were assigned to work for Jan Marini Skin Research, Inc., in California, at any time during
2 the PAGA Period.

3 22. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
4 Plaintiff or Defendant, individually.

5 23. "Participating Class Members" means all Class Members who do not submit valid
6 and timely Requests for Exclusion.

7 24. "Plaintiff" means Magdalena Torres.

8 25. "Preliminary Approval" means the Court order granting preliminary approval of
9 the Settlement Agreement.

10 26. "Objection" means a Class Member's valid and timely written objection to the
11 Settlement Agreement. For an Objection to be valid, it must include: (a) the objector's full name,
12 address, telephone number, last four digits of the employee's social security number or employee
13 ID number and (b) the name of the case and case number; and (c) a written statement of all grounds
14 for the objection accompanied by legal support, if any, for such objection.

15 27. "Released Class Claims" means claims, rights, demands, liabilities and causes of
16 actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in
17 the operative complaint in the Action including the following claims: (i) failure to pay all regular
18 wages, minimum wages and overtime wages due; (ii) failure to provide meal periods or
19 compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof;
20 (iv) failure to reimburse necessary business expenses; (v) failure to provide complete, accurate
21 wage statements; (vi) failure to pay wages timely at time of termination or resignation; (vii) failure
22 to provide timely pay wages during employment ; (viii) unfair business practices that could
23 have been premised on the facts pled in the operative complaint; and (ix) failure to maintain
24 required payroll records.

25 28. "Released PAGA Claims" means all claims for civil penalties under the California
26 Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts
27 alleged both in the PAGA Notice provided to the LWDA and in the operative complaint including
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1 but not limited to penalties that could have been awarded pursuant to Labor Code sections 210,
2 226.3, 1197.1, 558, and 2699.

3 29. “Released Parties” means Defendant Jan Marini Skin Research, Inc., and its past,
4 present and/or future officers, directors, members, managers, employees, agents, representatives,
5 attorneys, insurers, partners, investors, shareholders, administrators, parent companies,
6 subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

7 30. “Request for Exclusion” means a valid and timely written statement submitted by
8 a Class Member requesting to be excluded from the Action. To be effective, the Request for
9 Exclusion must contain (a) the Class Member’s name, address, telephone number, and the last four
10 digits of the Class Member’s Social Security number and/or the Employee ID number and (b) a
11 clear statement requesting to be excluded from the settlement of the class claims. To be effective,
12 the Request for Exclusion must be post-marked by the Response Deadline and received by the
13 Settlement Administrator. The Request for Exclusion shall not be effective as to the release of
14 claims arising under the Private Attorneys General Act.

15 31. “Response Deadline” means the date sixty (60) days after the Settlement
16 Administrator mails Notice to Class Members and the last date on which Class Members may
17 submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the
18 event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended
19 to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for
20 Exclusion, written objections, or workweek disputes, will be extended fifteen (15) calendar days
21 for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th
22 day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended
23 to the next day on which the U.S. Postal Service is open. The Response Deadline may also be
24 extended by express agreement between Class Counsel and Defendant. Under no circumstances,
25 however, will the Settlement Administrator have the authority to unilaterally extend the Response
26 Deadline.

27 32. “Settlement” means the disposition of the Action pursuant to this Agreement.
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33. “Settlement Administrator” means Apex Class Action The Parties each represent that they do not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

34. “Settlement Administration Costs” mean the costs payable from the Gross Settlement Amount to the Settlement Administrator for administering this Settlement, including, but not limited to, printing, distributing, and tracking documents for this Settlement, calculating/confirming the class member Workweeks from the information contained in the Class List, calculating each Participating Class Member’s Individual Settlement Payment, tax reporting, distributing the Gross Settlement Amount, providing necessary reports and declarations, and other duties and responsibilities set forth herein to process this Settlement, and as requested by the Parties. Settlement Administration Costs shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

35. “Workweek” shall mean any calendar week (i.e. a week beginning on Sunday and ending on Saturday) in which a Class Member or PAGA Member worked at least 1 day.

TERMS OF AGREEMENT

36. Settlement Consideration: Defendant shall fund the Gross Settlement Amount and all applicable employer-side payroll taxes following Final Approval by the Court and the occurrence of the Effective Date. The following will be paid out of the Gross Settlement Amount: the sum of the Individual Settlement Payments, the Class Representative Enhancement Payments, Class Counsel’s Fees and Costs, the PAGA Payment, and the Settlement Administration Costs, as specified in this Agreement. Except for any employer-side taxes due on the Individual Settlement Payments, or as a result of an increase in the number of workweeks as set forth below, Defendant shall not be required to pay more than the Gross Settlement Amount. The Gross Settlement Amount is non-reversionary; no portion of the Gross Settlement Amount will revert to Defendant.

37. Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 10,328 Workweeks between July 27, 2018, and May 4, 2023. Should the actual number of Workweeks increase by more than ten percent (10%) (i.e. by more than 1,032 Workweeks) Defendant shall have the option to either (1) increase the Gross Settlement Amount

1 on a *pro-rata* basis equal to the percentage increase in the number of Workweeks worked by the
2 Class Members above 10%. For example, if the number of Workweeks increases by 11% the Gross
3 Settlement Amount will increase by 1%; or (2) cut off the Class/PAGA Period on the date the
4 Workweeks exceed 11,360.

5 38. Funding of the Gross Settlement Amount: Within fourteen (14) calendar days of
6 the Effective Date of the Settlement or March 3, 2024, whichever date occurs later, Defendant will
7 deposit the Gross Settlement Amount and all applicable employer-side payroll taxes into a
8 Qualified Settlement Fund ("QSF") to be established by the Settlement Administrator. Defendant
9 shall provide all information necessary for the Settlement Administrator to calculate necessary
10 payroll taxes including its official name, 8 digit state unemployment insurance tax ID number, and
11 other information requested by the Settlement Administrator, no later than seven (7) calendar days
12 of the Effective Date.

13 39. Distribution of the Gross Settlement Amount: Within fourteen (14) calendar days
14 of the funding of the Settlement, the Settlement Administrator will issue payments for: (a)
15 Individual Settlement Payments; (b) the PAGA Payment to the Labor and Workforce Development
16 Agency; (c) the Class Representative Enhancement Payments; (d) Class Counsel's Fees and Costs
17 and (e) Settlement Administration Costs.

18 40. Attorneys' Fees and Costs: Defendant agrees not to oppose any application or
19 motion by Class Counsel for attorneys' fees of not more than Two Hundred and Eight Thousand
20 Three Hundred and Thirty-Three Dollars and Thirty Three Cents (\$208,333.33) plus the
21 reimbursement of costs and expenses associated with the litigation and settlement of the Action,
22 in an amount not to exceed Twenty-Five Thousand Dollars (\$25,000.00), both of which will be
23 paid from the Gross Settlement Amount. Any portion of the requested fees or costs that is not
24 awarded to the Class Counsel shall be reallocated to the Net Settlement Amount and distributed to
25 Participating Class Members as provided in this Agreement.

26 41. Class Representative Enhancement Payment: Defendant agrees not to oppose or
27 object to any application or motion by Plaintiffs for Class Representative Enhancement Payments
28 of Five Thousand Dollars (\$5,000) for Plaintiff. The Class Representative Enhancement Payment

is in exchange for the General Release of the Plaintiff's individual claims and for her time, effort and risk in bringing and prosecuting the Action. Any portion of the requested Class Representative Enhancement Payment that is not awarded to the Class Representative shall be reallocated to the Net Settlement Amount and distributed to Participating Class Members as provided in this Agreement.

42. Settlement Administration Costs: The Settlement Administrator will be paid for the reasonable costs of administration of the Settlement and distribution of payments from the Gross Settlement Amount as further set forth in this Agreement. Settlement Administration Costs shall not exceed Seven Thousand Five Hundred Dollars (\$7,500.00).

43. PAGA Payment: Fifty Thousand Dollars (\$50,000.00) shall be allocated from the Gross Settlement Amount for settlement of claims for civil penalties under the PAGA. The Settlement Administrator shall pay seventy-five percent (75%) of the PAGA Payment, or Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00), to the California Labor and Workforce Development Agency ("LWDA"). Twelve Thousand Five Hundred Dollars (\$12,500), will be distributed to PAGA Members on a *pro rata* basis based on the total number of Workweeks worked by each PAGA Member during the PAGA Period. PAGA Members shall receive their portion of the PAGA Payment regardless of their decision to opt-out of the class settlement.

44. Net Settlement Amount for Payment of Class Claims: The Net Settlement Amount will be used to satisfy the class portion of Participating Class Members Individual Settlement Payments in accordance with the terms of this Agreement. The estimated Net Settlement Amount is as follows:

Gross Settlement Amount	\$	625,000.00
Enhancement Payments:	\$	5,000.00
Class Counsel's Fees:	\$	208,333.33
Class Counsel's Costs:	\$	25,000.00
PAGA Payment	\$	50,000.00
Settlement Administration Costs:	\$	7,500.00
Estimated Net Settlement Amount	\$	329,166.67

1 45. Individual Settlement Payment Calculations: Individual Settlement Payments will
2 be paid from the Net Settlement Amount and the 25% portion of the PAGA Payment allocated for
3 PAGA Members and shall be paid pursuant to the formula set forth herein:

4 a) Calculation of Class Portion of Individual Settlement Payments:
5 The Settlement Administrator will calculate the total Workweeks for all Participating Class
6 Members by adding the number of Workweeks worked by each Participating Class Member during
7 the Class Period. The respective Workweeks for each Participating Class Member will be divided
8 by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for
9 each Participating Class Member. Each Participating Class Member's Payment Ratio will then be
10 multiplied by the Net Settlement Amount to calculate each Settlement Class Member's estimated
11 share of the Net Settlement Amount.
12

13 b) Calculation of PAGA Portion of Individual Settlement Payments:
14 The Settlement Administrator will calculate the total Workweeks for all PAGA Members by
15 adding the number of Workweeks worked by each PAGA Member during the PAGA Period. The
16 respective Workweeks for each PAGA Member will be divided by the total Workweeks for all
17 PAGA Members, resulting in the Payment Ratio for each PAGA Member. Each PAGA Member's
18 Payment Ratio will then be multiplied by the employee portion of the PAGA Payment to calculate
19 each PAGA Member's estimated share of the PAGA Payment. PAGA Members shall receive this
20 portion of their Individual Settlement Payment regardless of whether they opt out of the
21 participation regarding the class claims.
22

23 c) Allocation of Individual Settlement Payments: The Class Portion of
24 each Individual Settlement Payments will be allocated as follows: twenty percent (20%) of each
25 Individual Settlement Payment will be allocated as wages, forty percent (40%) shall be allocated as
26 interest, and forty percent (40%) shall be allocated as penalties. The PAGA Portion of each
27 Individual Settlement Payment will be allocated 100% as Penalties. The portion of the Individual
28 Settlement Payment allocated to wages will be reported by the Settlement Administrator on an IRS

1 Form W-2. The remaining non-wage payments will be reported on an IRS Form-1099 by the
2 Settlement Administrator.

3 46. No Credit Toward Benefit Plans: The Individual Settlement Payments made to
4 Participating Class Members under this Settlement, as well as any other payments made pursuant
5 to this Settlement, will not be utilized to calculate any additional benefits under any benefit plans
6 to which any Class Members may be eligible, including, but not limited to profit-sharing plans,
7 bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and
8 any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not
9 affect any rights, contributions, or amounts to which any Class Members may be entitled under
10 any benefit plans.

11 47. Settlement Administration Process: The Parties agree to cooperate in the
12 administration of the Settlement and to make all reasonable efforts to control and minimize the
13 costs and expenses incurred in administration of the Settlement. The Settlement Administrator will
14 provide the following services:

- 15 a) Establish and maintain a Qualified Settlement Fund.
- 16 b) Calculate the Individual Settlement Payment each Participating Class
17 Member is eligible to receive and the portion of the PAGA Payment each
18 PAGA Member shall receive.
- 19 c) Print and mail the Notice.
- 20 d) Conduct additional address searches for mailed Notices that are returned as
21 undeliverable.
- 22 e) Process Requests for Exclusion, field inquiries from Class Members,
- 23 f) Print and issue and issue Settlement Payment Checks, prepare IRS W2 and
24 1099 Tax Forms and any other filings required by any governmental taxing
25 authority.
- 26 g) Provide declarations and/or other information to this Court as requested by
27 the Parties and/or the Court regarding the settlement administration process.
- 28 h) Provide weekly status reports to counsel for the Parties.

i) Posting a notice of final judgment online at Settlement Administrator's website.

j) Translate the Notice from English to Spanish

48. Delivery of the Class List: Within forty-five (45) calendar days of Preliminary Approval, Defendant will provide the Class List to the Settlement Administrator. This is a material term of the Agreement, and if Defendant fails to comply, Plaintiff shall have the right to void the Agreement.

49. Notice by First-Class U.S. Mail: Within seven (7) calendar days after receiving the Class List from Defendant, the Settlement Administrator will mail the Notice to all Class Members via regular First-Class U.S. Mail, using the most current, known mailing addresses identified in the Class List.

50. Confirmation of Contact Information in the Class List: Prior to mailing, the Settlement Administrator will perform a search based on the National Change of Address Database for information to update and correct for any known or identifiable address changes. Any Notice returned to the Settlement Administrator as non-deliverable on or before the Response Deadline will be sent promptly via regular First-Class U.S. Mail to the forwarding address affixed thereto and the Settlement Administrator will indicate the date of such re-mailing on the Notice. If no forwarding address is provided, the Settlement Administrator will promptly attempt to determine the correct address using a skip-trace, or other search using the name, address and/or Social Security number of the Class Member involved, and will then perform a single re-mailing. If any notice sent to a Class Member by the Settlement Administrator is returned as undeliverable to a current employee, then Defendant shall make all reasonable efforts to obtain the current address from the Class Member and provide the same within seven (7) calendar days of notice from the Settlement Administrator. Those Class Members who receive a re-mailed Notice, whether by skip-trace or by request, will have between the later of (a) an additional fifteen (15) calendar days or (b) the Response Deadline to postmark a Request for Exclusion, written objection, or workweek dispute.

51. Notice: All Class Members will be mailed a Notice. Each Notice will provide: (a)

1 information regarding the nature of the Action; (b) a summary of the Settlement's principal terms;
2 (c) the Class definition; (d) the total number of Workweeks each respective Class Member worked
3 for Defendant during the Settlement Class Period; (e) each Class Member's estimated Individual
4 Settlement Payment and the formula for calculating Individual Settlement Payments; (f) the dates
5 which comprise the Class Period; (g) instructions on how to opt-out of and object to the Settlement;
6 (h) the deadlines by which the Class Member must postmark Requests for Exclusion, Objections
7 to the Settlement, or Workweek Disputes; (i) the claims to be released, as set forth herein; and (j)
8 the date for the final approval hearing.

9 52. Disputed Information on Notice: Class Members will have an opportunity to
10 dispute the information provided in their Notice. To the extent Class Members dispute the number
11 of Workweeks with which they have been credited or the amount of their Individual Settlement
12 Payment, Class Members may produce evidence to the Settlement Administrator showing that
13 such information is inaccurate. Absent evidence rebutting Defendant's records, Defendant's
14 records will be presumed determinative. However, if a Class Member produces evidence to the
15 contrary by the Response Deadline, the Parties will evaluate the evidence submitted by the Class
16 Member and the Parties will make the final decision as to the number of eligible Workweeks that
17 should be applied and/or the Individual Settlement Payment to which the Class Member may be
18 entitled. If the Parties do not agree, the dispute will be submitted to the Court.

19 53. Defective Submissions: If a Class Member's Request for Exclusion is defective as
20 to the requirements listed herein, that Class Member will be given an opportunity to cure the
21 defect(s). The Settlement Administrator will mail the Class Member a cure letter within three (3)
22 business days of receiving the defective submission to advise the Class Member that his or her
23 submission is defective and that the defect must be cured to render the Request for Exclusion valid.
24 The Class Member will have until the later of (a) the Response Deadline or (b) fifteen (15) calendar
25 days from the date of the cure letter, whichever date is later, to postmark a revised Request for
26 Exclusion. If a Class Member responds to a cure letter by filing a defective claim, then the
27 Settlement Administrator will have no further obligation to give notice of a need to cure. If the
28 revised Request for Exclusion is not postmarked within that period, it will be deemed untimely.

1 54. Request for Exclusion Procedures: Any Class Member wishing to opt-out from the
2 Action must sign and postmark a written Request for Exclusion to the Settlement Administrator
3 by the Response Deadline. The Request for Exclusion must include (a) the Class Member's name,
4 address, telephone number, and the last four digits of the Class Member's Social Security number
5 and/or the Employee ID number and (b) a clear statement requesting to be excluded from the
6 settlement of the class claims. The date of the postmark on the return mailing envelope receipt
7 confirmation will be the exclusive means to determine whether a Request for Exclusion has been
8 timely submitted. All Requests for Exclusion will be submitted to the Settlement Administrator,
9 who will certify jointly to Class Counsel and Defendant's Counsel the Requests for Exclusion that
10 were timely submitted. All Class Members who do not request exclusion from the Action will be
11 bound by all terms of the Settlement Agreement if the Settlement is granted final approval by the
12 Court. The Request for Exclusion shall not be effective as to the release of claims arising under
13 the Private Attorneys General Act.

14 55. Defendant's Right to Rescind: If ten percent (10%) or more of the Class Members
15 (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at
16 its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be
17 thereby null and void. Defendant must meet and confer with Class Counsel prior to exercising this
18 right and must make clear their intent to rescind the Agreement within fourteen (14) calendar days
19 of the Settlement Administrator notifying the Parties of these opt-outs. If Defendant exercises its
20 right to rescind the Agreement, Defendant shall be responsible for all Settlement Administration
21 Costs incurred to the date of rescission.

22 56. Settlement Terms Bind All Class Members Who Do Not Opt-Out: Upon the
23 complete funding of the Gross Settlement Amount, any Class Member who does not affirmatively
24 opt-out of the Settlement by submitting a timely and valid Request for Exclusion will be bound by
25 all of its terms, including those pertaining to the Released Class Claims, as well as any Judgment
26 that may be entered by the Court if it grants final approval to the Settlement. Class Members who
27 opt-out of the Settlement shall not be bound by such Judgment or release. The names of Class
28 Members who have opted-out of the settlement shall be disclosed to the Counsel for both Plaintiffs

1 and Defendant and noted in the proposed Judgment submitted to the Court.

2 57. Objection Procedures: To object to the Settlement, a Participating Class Member
3 must postmark a valid Objection to the Settlement Administrator on or before the Response
4 Deadline. The Objection must be signed by the Participating Class Member and contain all
5 information required by this Settlement Agreement including the employees full name, address,
6 telephone number, the last four digits of their social security number and/or Employee ID number,
7 the name of the case and case number, and the specific reason including any legal grounds for the
8 Participating Class Members objection. The postmark date will be deemed the exclusive means
9 for determining that the Notice of Objection is timely. Participating Class Members who fail to
10 object in the manner specified above will be foreclosed from making a written objection, but shall
11 still have a right to appear at the Final Approval Hearing in order to have their objections heard by
12 the Court. At no time will any of the Parties or their counsel seek to solicit or otherwise encourage
13 Participating Class Members to submit written objections to the Settlement or appeal from the
14 Order and Judgment. Class Counsel will not represent any Class Members with respect to any
15 objections to this Settlement.

16 58. Certification Reports Regarding Individual Settlement Payment Calculations: The
17 Settlement Administrator will provide Defendant's Counsel and Class Counsel a weekly report
18 which certifies: (a) the number of Class Members who have submitted valid Requests for
19 Exclusion; (b) the number of Notices returned and re-mailed and (c) whether any Class Member
20 has submitted a challenge to any information contained in the Notice. Additionally, the Settlement
21 Administrator will provide to counsel for both Parties any updated reports regarding the
22 administration of the Settlement Agreement as needed or requested.

23 59. Uncashed Settlement Checks: Any checks issued by the Settlement Administrator
24 to Participating Class Members and PAGA Members will be negotiable for at least one hundred
25 eighty (180) calendar days. If a Participating Class Member or PAGA Member does not cash his
26 or her Settlement Check or PAGA payment check within 180 days, the uncashed funds, subject to
27 Court approval, shall be distributed to the Controller of the State of California to be held pursuant
28 to the Unclaimed Property Law, California Civil Code §1500, *et. seq.* for the benefit of those

1 Participating Class Members and PAGA Members who did not cash their checks until such time
2 that they claim their property. The Parties agree that this disposition results in no “unpaid residue”
3 under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid
4 out to Participating Class Members and PAGA Members, whether or not they all cash their
5 Settlement Checks or PAGA payment checks. Therefore, Defendant will not be required to pay
6 any interest on such amounts. The Individual Settlement Payments provided to Participating Class
7 Members and to PAGA Members shall prominently state the expiration date or a statement that
8 the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a
9 statement may be made in a letter accompanying the Individual Settlement Payment. Expired
10 Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed
11 by the Parties in writing. The parties agree no unclaimed funds will result from the settlement.

12 60. Administration of Taxes by the Settlement Administrator: The Settlement
13 Administrator will be responsible for issuing to Plaintiffs, Participating Class Members, and Class
14 Counsel any W-2, 1099, or other tax forms as may be required by law for all amounts paid pursuant
15 to this Settlement. The Settlement Administrator will also be responsible for forwarding all payroll
16 taxes and penalties to the appropriate government authorities.

17 61. Tax Liability: Defendant makes no representation as to the tax treatment or legal
18 effect of the payments called for hereunder, and Plaintiffs and Participating Class Members are
19 not relying on any statement, representation, or calculation by Defendant or by the Settlement
20 Administrator in this regard. Plaintiffs and Participating Class Members understand and agree that
21 they will be solely responsible for the payment of any taxes and penalties assessed on the payments
22 described herein. Defendant’s share of any employer payroll taxes and other required employer
23 withholdings due on the Individual Settlement Payments, including, but not limited to, Defendant’s
24 FICA and FUTA contributions, shall be paid separate and apart from the Gross Settlement
25 Amount.

26 62. Circular 230 Disclaimer: Each Party to this Agreement (for purposes of this section,
27 the “acknowledging party” and each Party to this Agreement other than the acknowledging party,
28 an “other party”) acknowledges and agrees that: (1) no provision of this Agreement, and no written

1 communication or disclosure between or among the Parties or their attorneys and other advisers,
2 is or was intended to be, nor shall any such communication or disclosure constitute or be construed
3 or be relied upon as, tax advice within the meaning of United States Treasury Department circular
4 230 (31 CFR part 10, as amended); (2) the acknowledging party (a) has relied exclusively upon
5 his, her or its own, independent legal and tax counsel for advice (including tax advice) in
6 connection with this Agreement, (b) has not entered into this Agreement based upon the
7 recommendation of any other Party or any attorney or advisor to any other Party, and (c) is not
8 entitled to rely upon any communication or disclosure by any attorney or advisor to any other party
9 to avoid any tax penalty that may be imposed on the acknowledging party, and (3) no attorney or
10 adviser to any other Party has imposed any limitation that protects the confidentiality of any such
11 attorney's or adviser's tax strategies (regardless of whether such limitation is legally binding) upon
12 disclosure by the acknowledging party of the tax treatment or tax structure of any transaction,
13 including any transaction contemplated by this Agreement.

14 63. No Prior Assignments: The Parties and their counsel represent, covenant, and
15 warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to
16 assign, transfer, or encumber to any person or entity any portion of any liability, claim, demand,
17 action, cause of action or right herein released and discharged.

18 64. Release by Participating Class Members: Upon the complete funding of the Gross
19 Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating
20 Class Members shall fully release and discharge the Released Parties from the Released Class
21 Claims that arose during the Class Period. This release shall be binding on all Participating Class
22 Members.

23 65. Release by the State of California and LWDA: Upon the complete funding of the
24 Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant the LWDA
25 and the State of California, through Plaintiff as its agent and/or proxy, shall release and discharge
26 the Released Parties from the Released PAGA Claims that arose during the PAGA Period. The
27 Parties intend for this PAGA settlement to have claim preclusion, issue preclusion, or otherwise
28 bar a representative action if an aggrieved employee were to bring a subsequent claim on behalf

1 of the LWDA based on the same factual predicate as this action and covering the same time period.

2 66. Release of Additional Claims & Rights by Plaintiff: Upon the funding of the Gross
3 Settlement Amount, Plaintiff—on behalf of herself only—to the additional following General
4 Release: In consideration of Defendant’s promises and agreements as set forth herein, Plaintiffs
5 hereby fully release the Released Parties from any and all Released Class Claims and Released
6 PAGA Claims and also generally release and discharge the Released Parties from any and all
7 claims, demands, obligations, causes of action, rights, or liabilities of any kind which have been
8 or could have been asserted against the Released Parties arising out of or relating to their
9 employment by Defendant or termination thereof, including but not limited to claims for wages,
10 restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful termination
11 of employment. This release specifically includes any and all claims, demands, obligations and/or
12 causes of action for damages, restitution, penalties, interest, and attorneys’ fees and costs (except
13 provided by the Settlement Agreement) relating to or in any way connected with the matters
14 referred to herein, whether or not known or suspected to exist, and whether or not specifically or
15 particularly described herein. Specifically, Plaintiff waives all rights and benefits afforded by
16 California Civil Code Section 1542, which provides:

17 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
18 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
19 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
20 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
21 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
22 DEBTOR OR RELEASED PARTY.

23 This release specifically excludes claims for unemployment insurance, disability, social
24 security, and workers compensation (with the exception of claims arising pursuant to California
25 Labor Code Sections 132(a) and 4553)

26 67. Neutral Employment Reference: Defendant agrees that it will adopt a neutral
27 reporting policy regarding any future employment references related to Plaintiff. In the event that
28 any potential or future employers of Plaintiffs request a reference regarding Defendant’s

1 employment of Plaintiff shall only provide the requested Plaintiff's dates of employment and job
2 titles during employment. Defendant shall not refer to the Action or this Settlement.

3 68. Nullification of Settlement Agreement: In the event that: (a) the Court does not
4 finally approve the Settlement as provided herein; (b) the Court strikes or does not approve any
5 material term of this Settlement Agreement; or (c) the Settlement does not become final as written
6 and agreed to by the Parties for any other reason, then this Settlement Agreement, and any
7 documents generated to bring it into effect, will be null and void, all amounts deposited into the
8 QSF will be returned to Defendant, and the Parties shall be returned to their original respective
9 positions. Any order or judgment entered by the Court in furtherance of this Settlement Agreement
10 will likewise be treated as void from the beginning. Should the Court fail to approve this settlement
11 for any reason, the Parties agree that they will return to and attend mediation with a mutually
12 agreed Mediator in an effort to reach a settlement that may be approved by the Court.

13 69. Preliminary Approval Hearing: Plaintiffs will obtain a hearing before the Court to
14 request Preliminary Approval of the Settlement Agreement, and the entry of a Preliminary
15 Approval Order for: (a) conditional certification of the Settlement Class for settlement purposes
16 only, (b) Preliminary Approval of the proposed Settlement Agreement, and (c) setting a date for a
17 Final Approval/Settlement Fairness Hearing. The Preliminary Approval Order will provide for the
18 Notice to be sent to all Class Members as specified herein. In conjunction with the Preliminary
19 Approval hearing, Plaintiffs will submit this Agreement, which sets forth the terms of the
20 Settlement, and will include the proposed Notice attached as Exhibit A. Defendant agrees that it
21 will not oppose Plaintiff's motion for Preliminary Approval. Any failure by the Court to fully and
22 completely approve the Agreement as to the Action will result in this Settlement Agreement and
23 the Memorandum of Understanding entered into by the Parties, and all obligations under this
24 Settlement Agreement and the Memorandum of Understanding being nullified and voided.

25 70. Final Settlement Approval Hearing and Entry of Judgment: Upon expiration of the
26 deadlines to postmark Requests for Exclusion or objections to the Settlement Agreement, and with
27 the Court's permission, a Final Approval/Settlement Fairness Hearing will be conducted to
28 determine the Final Approval of the Settlement Agreement along with the amounts properly

payable for: (a) Individual Settlement Payments; (b) the Attorneys' Fees and Costs; (c) the Class Representative Enhancement Payments; and (d) the Settlement Administration Costs. Class Counsel will be responsible for drafting all documents necessary to obtain Final Approval. Any failure by the Court to fully and completely approve the Settlement Agreement as to all of the Action, or the entry of any Order by another Court with regard to any of the Action which has the effect of modifying material terms of this Agreement or preventing the full and complete approval of the Settlement Agreement as written and agreed to by the Parties, will result in this Agreement and all obligations under this Agreement being null and void. Defendant agrees it shall not oppose the granting of the Motion for Final Approval, provided Defendant has not exercised its right to rescind pursuant to the terms of this Agreement.

71. Judgment and Continued Jurisdiction: Upon Final Approval of the Settlement by the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the Judgment to the Court for its approval. After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of addressing: (a) the interpretation and enforcement of the terms of the Settlement, (b) Settlement administration matters, and (c) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

72. Exhibits Incorporated by Reference: The terms of this Settlement include the terms set forth in any attached Exhibits, which are incorporated by this reference as though fully set forth herein. Any Exhibits to this Settlement are an integral part of the Settlement.

73. Entire Agreement: This Settlement Agreement and any attached Exhibits constitute the entirety of the Parties' settlement terms. No other prior or contemporaneous written or oral agreements may be deemed binding on the Parties.

74. Amendment or Modification: This Settlement Agreement may be amended or modified only by a written instrument signed by counsel for all Parties or their successors-in-interest and approved by the Court.

75. Authorization to Enter Into Settlement Agreement: Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement Agreement and to take all appropriate action required or permitted to be taken by such

Parties pursuant to this Settlement Agreement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to affect the implementation of the Settlement. If the Parties are unable to reach agreement on the form or content of any document needed to implement the Settlement, or on any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may seek the assistance of the Court to resolve such disagreement.

76. Binding on Successors and Assigns: This Settlement Agreement will be binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

77. California Law Governs: All terms of this Settlement Agreement and Exhibits hereto will be governed by and interpreted according to the laws of the State of California.

78. Execution and Counterparts: This Settlement Agreement is subject only to the execution of all Parties. However, the Settlement Agreement may be executed in one or more counterparts. All executed counterparts and each of them, including facsimile and scanned copies of the signature page, will be deemed to be one and the same instrument provided that counsel for the Parties will exchange among themselves original signed counterparts.

79. Acknowledgement that the Settlement is Fair and Reasonable: The Parties believe this Settlement Agreement is a fair, adequate, and reasonable settlement of the Action and have arrived at this Settlement after arm's-length negotiations and in the context of adversarial litigation, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

80. Invalidity of Any Provision: Before declaring any provision of this Agreement invalid, the Court will first attempt to construe the provision as valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Agreement valid and enforceable.

1 81. Waiver of Certain Appeals: The Parties agree to waive appeals and to stipulate to
2 class certification for purposes of this Settlement only; except, however, that either party may
3 appeal any court order that materially alters the Settlement Agreement's terms.

4 82. Class Action Certification for Settlement Purposes Only: The Parties agree to
5 stipulate to class action certification only for purposes of the Settlement. If, for any reason, the
6 Settlement is not approved, the stipulation to certification will be void. The Parties further agree
7 that certification for purposes of the Settlement is not an admission that class action certification
8 is proper under the standards applied to contested certification motions and that this Agreement
9 will not be admissible in this or any other proceeding as evidence that either: (a) a class action
10 should be certified or (b) Defendant is liable to Plaintiffs or any Class Member, other than
11 according to the Settlement's terms.

12 83. Non-Admission of Liability: The Parties enter into this Agreement to resolve the
13 dispute that has arisen between them and to avoid the burden, expense and risk of continued
14 litigation. In entering into this Agreement, Defendant does not admit, and specifically denies, it
15 has violated any federal, state, or local law; violated any regulations or guidelines promulgated
16 pursuant to any statute or any other applicable laws, regulations or legal requirements; breached
17 any contract; violated or breached any duty; engaged in any misrepresentation or deception; or
18 engaged in any other unlawful conduct with respect to their employees. Neither this Agreement,
19 nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed
20 as an admission or concession by Defendant of any such violations or failures to comply with any
21 applicable law. Except as necessary in a proceeding to enforce the terms of this Agreement, this
22 Agreement and its terms and provisions shall not be offered or received as evidence in any action
23 or proceeding to establish any liability or admission on the part of Defendant or to establish the
24 existence of any condition constituting a violation of, or a non-compliance with, federal, state,
25 local or other applicable law.

26 84. Captions: The captions and section numbers in this Agreement are inserted for the
27 reader's convenience, and in no way define, limit, construe or describe the scope or intent of the
28 provisions of this Agreement.

1 85. Waiver: No waiver of any condition or covenant contained in this Settlement
2 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
3 to imply or constitute a further waiver by such party of the same or any other condition, covenant,
4 right or remedy.

5 86. Enforcement Action: In the event that one or more of the Parties institutes any legal
6 action or other proceeding against any other Party or Parties to enforce the provisions of this
7 Settlement or to declare rights and/or obligations under this Settlement, the successful Party or
8 Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees
9 and costs, including expert witness fees incurred in connection with any enforcement actions.

10 87. Mutual Preparation: The Parties have had a full opportunity to negotiate the terms
11 and conditions of this Agreement. Accordingly, this Agreement will not be construed more strictly
12 against one Party than another merely by virtue of the fact that it may have been prepared by
13 counsel for one of the Parties, it being recognized that, because of the arms-length negotiations
14 between the Parties, all Parties have contributed to the preparation of this Settlement Agreement.

15 88. Representation By Counsel: The Parties acknowledge that they have been
16 represented by counsel throughout all negotiations that preceded the execution of this Agreement,
17 and that this Agreement has been executed with the consent and advice of counsel and reviewed
18 in full. Further, Plaintiffs and Class Counsel warrant and represent that there are no liens on the
19 Agreement.

20 89. All Terms Subject to Final Court Approval: All amounts and procedures described
21 in this Settlement Agreement herein will be subject to final Court approval.

22 90. Cooperation and Execution of Necessary Documents: The Parties agree to
23 cooperate to promote participation in the Settlement, and in seeking court approval of the
24 Settlement. The Parties and their counsel agree not to take any action to encourage any Class
25 Members to opt out of and/or object to the Settlement. Defendant agrees not to obtain any
26 settlement agreement waivers, Pick Up Stix agreements or arbitration agreements from any Class
27 Member prior to the funding of the Gross Settlement Amount concerning claims released via this
28 Agreement, or enter into any arbitration agreement with any Class Member that covers the claims

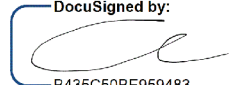
1 released via this Agreement during the Settlement approval process prior to the funding of the
2 Gross Settlement Amount and that the Parties will work in good faith to reach an agreement
3 approved by the Court.

4 91. Confidentiality: The Parties and their counsel agree to keep the terms of the
5 Settlement confidential until the filing of Plaintiff's Motion for Preliminary Approval. Plaintiffs,
6 Class Counsel, Defendant and their counsel agree that they will not issue any press releases, initiate
7 any contact with the press, respond to any press inquiry or have any communication with the press
8 about the fact, amount or terms of the Settlement Agreement. Neither the named Plaintiff nor her
9 counsel shall engage in the release of any press releases or advertising relating to this settlement
10 or Defendant, nor shall they initiate any publicity of any kind related to this settlement. The terms
11 of this settlement (including but not limited to the amount of the Gross Settlement Amount) shall
12 remain confidential, and shall not be discussed or disclosed by the named Plaintiff (other than to
13 their attorneys, spouses (if any), and/or financial advisors (if any) or by Plaintiff's counsel, until
14 the preliminary approval motion is filed in the court overseeing the Action. If asked about the
15 lawsuit prior to the preliminary approval motion being filed, the named Plaintiff agrees to state
16 only that "The parties have reached an agreement in principle and will work towards Court
17 approval." The named Plaintiff agrees not to post anything about this settlement on social media
18 or otherwise publicize this settlement. Nothing in this Settlement Agreement shall limit
19 Defendant's ability to fulfill disclosure obligations reasonably required by law or in furtherance of
20 business purposes, including the fulfillment of obligations stated in this Settlement Agreement or
21 limit Class Counsel's communications with the Class Members in furtherance of approval of this
22 Settlement.

23 92. Binding Agreement: The Parties warrant that they understand and have full
24 authority to enter into this Settlement, and further intend that this Settlement Agreement will be
25 fully enforceable and binding on all Parties, and agree that it will be admissible and subject to
26 disclosure in any proceeding to enforce its terms, notwithstanding any settlement confidentiality
27 provisions that otherwise might apply under federal or state law.

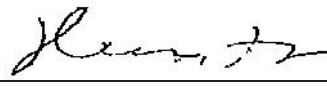
1 Dated: 6/9/2023

PLAINTIFF

DocuSigned by:
By: 
B435C50BE959483...
Magdalena Torres


5 Dated: June 23, 2023

PROTECTION LAW GROUP, LLP

8 By: 
Heather Davis, Esq.
Attorneys for Plaintiff

11 Dated: June 16, 2023

LAWYERS FOR JUSTICE PC

13 By: 
Joanna Ghosh, Esq.
Arby Aiwarzian, Esq.
Attorneys for Plaintiff

17 Dated: _____

DEFENDANT

JAN MARINI SKIN RESEARCH, INC.

20 By: _____

21 Name: _____

22 Title: _____

24 Dated: _____

**MICHAEL SULLIVAN & ASSOCIATES,
LLP.**

26 By: _____
Lisa Aguiar
Attorneys for Defendant

1 Dated: _____

PLAINTIFF

2
3 By: _____
4 Magdalena Torres

5
6 Dated: _____

PROTECTION LAW GROUP, LLP

7
8 By: _____
9 Heather Davis, Esq.
10 Attorneys for Plaintiff

11 Dated: _____

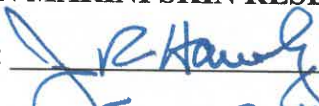
LAWYERS FOR JUSTICE PC

12
13 By: _____
14 Joanna Ghosh, Esq.
15 Arby Aiwazian, Esq.
16 Attorneys for Plaintiff

17 Dated: _____

DEFENDANT

18 **JAN MARINI SKIN RESEARCH, INC.**

19 By: 
20 Name: James R. Hawley

21 Title: V.P. & General Counsel

22 7/3/23

23 Dated: _____

24 **MICHAEL SULLIVAN & ASSOCIATES,**
25 **LLP.**

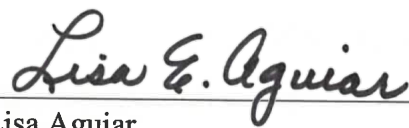
26 By: 
27 Lisa Aguiar
28 Attorneys for Defendant

Exhibit A

NOTICE OF PROPOSED CLASS ACTION SETTLEMENT

Torres v. Jan Marini Skin Research, Inc.

Santa Clara County Superior Court, Case No. Case No. 22CV401294

**THIS IS A COURT-AUTHORIZED NOTICE. IT IS NOT A SOLICITATION.
PLEASE READ THIS NOTICE CAREFULLY.
YOUR LEGAL RIGHTS ARE AFFECTED WHETHER YOU ACT OR DO NOT ACT.**

To:	All current and former hourly-paid, non-exempt employees of Jan Marini Skin Research, Inc. or employees of a temporary employment agency who were assigned to work for Jan Marini Skin Research, Inc., in California, at any time from July 27, 2018, through [REDACTED].
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BASIC INFORMATION

1. What is this settlement about?

A lawsuit was commenced by Magdalena Torres (“Plaintiff”) a former employee of Jan Marini Skin Research, Inc. (“Defendant”) on July 27, 2022. The case is currently pending in the Santa Clara County Superior Court, Case No. 22CV401294.

The lawsuit claims that Defendant violated sections of the California Labor Code and California Business and Professions Code. Specifically, Plaintiff alleges that Defendant failed to provide compliant meal and rest periods and associated premium pay, did not properly pay employees all wages owed for time worked, did not provide accurate wage statements, did not timely pay all wages during employment and all wages owed at termination of employment, failed to reimburse employees for necessary business expenses, and maintained unfair business practices. The lawsuit claims that the Defendant violated the California Labor Code and the California Business and Professions Code, entitling Class Members to, *inter alia*, damages, penalties and restitution. Plaintiff also brought a separate lawsuit to recover penalties pursuant to the California Private Attorneys General Act (“PAGA”). The lawsuits were consolidated with Santa Clara County Superior Court Case No. 22CV401294 designated the lead case. Defendant denies all alleged violations and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

2. Why is this a class action?

In a class action, one or more people called the Class Representative (in this case Magdalena Torres, also known as “Plaintiff”), sue on behalf of people who appear to have similar claims. All these people are referred to here as Class Members. In a class action one court resolves the issues for all Class Members in one lawsuit, except for those who exclude themselves from the Class. The Santa Clara County Superior Court is in charge of this class action.

3. Why is there a settlement?

The Court has not decided in favor of the Plaintiff or Defendant. Instead, both sides agreed to a settlement which is memorialized in the Joint Stipulation of Class Action and PAGA Settlement (“Agreement” or “Settlement”). On [DATE OF PRELIMINARY APPROVAL] the Court granted preliminary approval of the Settlement, appointed Plaintiff as the Class Representative, and appointed his attorneys at Protection Law Group and Lawyers for Justice as counsel for the Class (“Class Counsel”). The Court has not made a final ruling on whether the settlement is fair, adequate, and reasonable. Instead, the Court has found that the settlement within the range of reasonableness that could

be approved. A Final Determination on whether to approve the settlement will be made at the hearing on [REDACTED]. The Class Representative and Class Counsel think the Settlement is best for the Class.

WHO IS IN THE SETTLEMENT?

4. How do I know if I am part of the settlement?

You are part of the Settlement, and a Class Member, if you were employed hourly-paid, non-exempt employee of Jan Marini Skin Research, Inc. or as an employee of a temporary employment agency and were assigned to work for Jan Marini Skin Research, Inc., in California at any time between July 27, 2018, and [REDACTED].

THE SETTLEMENT BENEFITS—WHAT YOU GET

5. What does the settlement provide?

The Settlement provides that Defendant will pay a maximum of Six Hundred and Twenty-Five Thousand Dollars (\$625,000.00) (“Gross Settlement Amount”). This includes all costs and attorneys’ fees for Class Counsel.

The “Net Settlement Amount” is the portion of the Gross Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Amount is the Gross Settlement Amount less the following amounts (which are subject to Court approval):

- A. **Attorneys’ Fees to Class Counsel** not to exceed 1/3 of the Gross Settlement Amount or Two Hundred and Eight Thousand Three Hundred and Thirty-Three Dollars and Thirty-Three Cents (\$208,333.33);
- B. **Litigation Costs/Expenses to Class Counsel** not to exceed Twenty-Five Thousand Dollars (\$25,000.00);
- C. **Incentive Payment to the Class Representative** in an amount not to exceed Five Thousand Dollars (\$5,000.00);
- D. **Settlement Administration Costs** which are currently estimated to be Seven Thousand Five Hundred Dollars (\$7,500.00); and
- E. **PAGA Payment** in the amount of Fifty Thousand Dollars (\$50,000.00) for the settlement of claims arising under the Private Attorney’s General Act of 2004 (PAGA). Seventy-Five percent (75%) of this amount, (\$37,500.00) shall be paid to the LWDA. The remaining twenty-five percent (25%) (\$12,500.00) will be distributed to hourly-paid, non-exempt employees of Jan Marini Skin Research, Inc. or employees of a temporary employment agency who were assigned to work for Jan Marini Skin Research, Inc., in California at any time from July 27, 2021, to [REDACTED] for the release of their claims arising under PAGA.

The amount you are eligible to receive from the settlement, your “Individual Settlement Payment” will be determined on a *pro rata* basis, based on the number of weeks you worked in California as an hourly-paid, non-exempt employee of Defendant or were assigned to work for Defendant from July 27, 2018, through [REDACTED]. (“Workweeks”). Your Individual Settlement Payment includes both your estimated share of the Net Settlement Amount and, if eligible, your share of the PAGA Payment.

The Class Portion of your Individual Settlement Payment will be apportioned as twenty percent (20%) wages, forty percent (40%) interest, and forty percent (40%) penalties. The PAGA Portion of your Individual Settlement Payment will be allocated 100% as penalties. The wage portion of the Individual Settlement Payment will be subject to withholding for the employee taxes and will be reported on a W-2 Form. Employer-side payroll taxes shall be paid separately from and in addition to the Gross Settlement Amount. The penalties and interest portions of each class member’s settlement payment will not be subject to any withholdings and will be reported on an IRS Form 1099.

You worked XXX workweeks during the Class Period. The Class Portion of your Individual Settlement Payment is \$XXX.XX. The amount of the payment may change depending on the number of timely and valid requests for exclusions submitted in the Settlement, if any.

You worked XXX workweeks during the PAGA Period. The PAGA Portion of your Individual Settlement Payment is \$XXX.XX.

This Amount was determined based on Defendant's record of your employment between from July 27, 2018, and [REDACTED], and is presumed correct. If you dispute the accuracy of Defendant's records as to the number of weeks worked during the Class Period, you must contact the Settlement Administrator and provide any documentation you have supporting such dispute by [DATE]. All disputes regarding your workweeks will be resolved and decided by the Parties or if the Parties cannot agree, the Court, after you submit evidence to the Settlement Administrator. The Settlement Administrator's contact information is listed below:

[Settlement Administrator]
[Address]
[Telephone No].

HOW TO GET A PAYMENT FROM THE SETTLEMENT

6. How can I get a payment?

You do not have to do anything to qualify for a payment of your portion of the Settlement.

7. What am I giving up if I do not request to be excluded from the Settlement?

Upon the funding of the Gross Settlement Amount by Defendant, in exchange for the consideration set forth by the Settlement, Class Members who do not submit a timely request for exclusion will release the "Released Parties" from the "Released Class Claims" that arose during the "Class Period."

The "Released Parties" include Defendant and any of its past, present and/or future, direct and/or indirect, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

The "Released Class Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged, or that reasonably could have been alleged, based on the facts asserted in the operative complaint in the Action including factual claims regarding Defendant's alleged: (i) failure to pay all overtime wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to provide rest periods or compensation in lieu thereof; (iv) failure to pay minimum wages; (v) failure to pay wages timely at time of termination or resignation; (vi) failure to timely pay wages during employment; (vii) failure to provide complete, accurate wage statements; (viii) failure to reimburse necessary business expenses; and (ix) unfair business practices..

The "Class Period" during which the release of Released Class Claims pertains is from July 27, 2018, to [REDACTED].

Additionally, all hourly-paid, non-exempt employees of Jan Marini Skin Research, Inc. or employees of a temporary employment agency who were assigned to work for Jan Marini Skin Research, Inc., in California at any time from July 27, 2021, to [REDACTED] shall release the Released PAGA Claims that arose during the PAGA Period. You cannot opt-out of the release of the claims alleged under PAGA.

The “Released PAGA Claims” include: all claims for civil penalties under the California Labor Code Private Attorneys General Act of 2004 that could have been premised on the facts alleged both in the PAGA Notice provided to the LWDA and in the operative complaint, including but not limited to penalties that could have been awarded pursuant to Labor Code sections 210, 226.3, 1197.1, 558, and 2699

The “PAGA Period” during which the release of the Released PAGA Claims pertains is from July 27, 2021, to [REDACTED].

EXCLUDING YOURSELF FROM THE RELEASE OF NON-PAGA CLAIMS

If you want to keep the right to sue or continue to sue Defendant with respect to the Released Class Claims then you must submit a request for exclusion in conformity with the requirements set forth herein. If you exclude yourself, you will not receive payment from Net Settlement Amount. However, if eligible, you will still receive a payment in an amount equal to your estimated *pro rata* share of the PAGA Payment because the Request for Exclusion does not apply to this claim.

8. How can I not participate in the Settlement?

To exclude yourself from the release of Released Class Claims you must submit a written request for exclusion. You must include your name, address, telephone number and the last four digits of your social security number and/or Employee ID number. Your request for exclusion must include a clear statement that you do not wish to be included in this action.

The written for Exclusion must be mailed to the Settlement Administrator at the address listed below, post-marked by [DATE]. You cannot exclude yourself by phone.

[Settlement Administrator]

[Address]

[Telephone No.]

If you ask to be excluded, you will not receive payment of any portion of the Net Settlement Amount and you cannot object to the Settlement. You will not be legally bound by the release of Released Class Claims.

You may be able to sue Defendant and/or the Released Parties or continue any suit you have pending against Defendant or the Released Parties, regarding the Released Class Claims.

9. If I don’t exclude myself, can I sue Defendant for the same thing later?

No. Unless you submit a request for exclusion, you give up the right to sue Defendant and Released Parties for the Released Class Claims. If you have a pending lawsuit involving the Released Class Claims, speak to your lawyer in that lawsuit immediately.

10. If I exclude myself, can I get money from this settlement?

No. (except if you worked between July 27, 2021, and [REDACTED], in which case you will still receive the portion of your Individual Settlement Payment for claims that arise under PAGA.). But if you submit a timely and valid request for exclusion, you retain any right that you may have to sue, continue to sue, or be part of a different lawsuit against Released Parties for Released Class Claims.

THE LAWYERS REPRESENTING YOU

11. Do I have a lawyer in this case?

The Court has approved PROTECTION LAW GROUP, LLP and LAWYERS FOR JUSTICE PC. as Class Counsel. The firm's contact information is:

PROTECTION LAW GROUP LLP

Heather Davis, Esq.
Amir Nayebedadash, Esq.
237 California Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

LAWYERS FOR JUSTICE PC

Joanna Ghosh
Arby Aiwazian.
410 West Arden Avenue, Suite 203
Glendale, CA 91203
Tel.: (818) 265-1020

Class Counsel will ask the Court for attorneys' fees of up to \$208,333.33 and reimbursement of litigation cost/expenses of up to \$25,000. These amounts are subject to Court approval and the Court may award less than these amounts.

OBJECTING TO THE SETTLEMENT

You can object to the Settlement or some part of it.

12. How do I tell the Court if I don't like the settlement?

If you are a Class Member, you can object to the Settlement and you can give reasons for why you think the Court should not approve it. The Court will consider your views. To object, you must mail your objection to the Settlement Administrator no later than [DATE]. Your objection must include your full name, address, telephone number, the last four digits of your social security number or employee ID number, and the specific reason for your objection. You may also come to the Final Approval Hearing on [DATE] and make an objection at that time, regardless of whether you submitted a written objection.

13. What is the difference between objecting and excluding?

Objecting is simply telling the Court that you do not like something about the Settlement. You can object only if you stay in the Class. Excluding yourself is telling the Court that you do not want to be part of the Settlement. If you exclude yourself, you have no basis to object because the case no longer affects you.

THE COURT'S FAIRNESS HEARING

The Court will hold a hearing to decide whether to grant final approval of the Settlement ("Final Approval Hearing"). You may attend, but you do not have to attend.

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

The Court will hold the Final Approval Hearing at [] a.m./p.m. on [], 2023], at the Santa Clara County Superior Court, located at 191 N First St, San Jose, CA 95113.

At this hearing, the Court will consider whether the Settlement is fair, reasonable, and adequate, and determine whether to grant final approval of the Settlement. If there are objections, the Court will consider them.

15. Do I have to come to the hearing?

No. If you agree to the Settlement you do not have to come to Court to talk about it. However, you may attend. You may also retain your own lawyer at your expense to attend on your behalf. You may attend in person, but you may also attend remotely is you wish. Information regarding remote appearances may be located on the Santa Clara Superior Court's website: https://www.sccscourt.org/general_info/ra_teams/remote_appearances_teams.shtml

16. How will I learn if the settlement was approved

A notice of final judgment will be posted on the Settlement Administrator website located at [www. \[REDACTED\] .com](http://www. [REDACTED] .com)

IF YOU DO NOTHING

17. What happens if I do nothing at all?

If you do nothing, you will receive your share of the Settlement, and you will release the Released Class Claims. You will not be able to start a lawsuit, continue with a lawsuit, or be part of any other lawsuit against Defendant or Released Parties about the Released Class Claims, ever again. Your Individual Settlement Payment will be mailed to you and remain valid and negotiable for 180 days. If you do not cash your settlement check within 180 days, these funds will be transferred to the Controller of the State of California's Unclaimed Property Fund. You may then claim these funds from there.

GETTING MORE INFORMATION

18. How do I get more information?

This notice summarizes the proposed Settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by viewing the settlement located on the Settlement Administrator's website at [\[REDACTED\] .com](http:// [REDACTED] .com) or by contacting the Settlement Administrator or Class Counsel.

WHAT IF MY INFORMATION CHANGES?

19. What if my contact information changes ?

It is your responsibility to inform the Settlement Administrator of your updated information to ensure receipt of settlement payments or communications regarding this matter. You can change or update your contact information by contacting the Settlement Administrator.

DO NOT ADDRESS ANY QUESTIONS ABOUT THE SETTLEMENT OR THE LITIGATION TO THE CLERK OF THE COURT OR THE JUDGE