

1 **NICHOLAS & TOMASEVIC, LLP**
2 Craig M. Nicholas (SBN 178444)
3 Alex M. Tomasevic (SBN 245598)
4 225 Broadway, 19th Floor
5 San Diego, California 92101
6 Tel: (619) 325-0492
7 Fax: (619) 325-0492

8 **GLICK LAW GROUP, P.C.**
9 Noam Glick (SBN 251582)
10 225 Broadway, Suite 2100
11 San Diego, California 92101
12 Tel: (619) 382-3400
13 Fax: (619) 615-2193

14 Attorneys for Plaintiff

15 **WESTON GARROU & MOONEY**
16 John H. Weston (SBN 46146)
17 Jerome H. Mooney (SBN 199542)
18 12121 Wilshire Blvd., Suite 525
19 Los Angeles, California 90025
20 Tel: (310) 442-0072
21 Fax: (310) 442-0899

22 Attorneys for Defendants

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **IN AND FOR THE CITY AND COUNTY OF LOS ANGELES**

25 JASMINE HAYES, on behalf of herself and on) Case No. BC597517
26 behalf of other current and former employees,)
27 Plaintiff(s),)
28 v.) **JOINT SETTLEMENT AGREEMENT**
29) **AND RELEASE**
30 7180 SUNSET BLVD., INC. dba SEVENTH)
31 VEIL, a California corporation; THREE)
32 GROUP, INC., a California corporation;) JUDGE: The Honorable Carolyn B. Kuhl
33 MARCELLE EZERZER, an individual; and) DEPT : 12
34 DOES 3-100,)
35 Defendants.)

36 **JOINT SETTLEMENT AND RELEASE**

37 This Joint Settlement Agreement and Release (“Settlement Agreement”) is made
38 and entered into by and between Plaintiff JASMINE HAYES (“Named Plaintiff”), on

1 behalf of herself and similarly situated Class Members, and 7180 SUNSET BLVD, INC.,
2 THREE GROUP, INC, AND MARCELLE EZERZER, (“Defendants”), (each “Party” and
3 collectively the “Parties”) and their respective counsel of record.

4 **DEFINITIONS**

5 1. Court. “Court” means the Honorable Carolyn B Kuhl, Department 12, Los
6 Angeles Superior Court, Central District, 312 Spring Street, Los Angeles, California 90012.

7 2. Administration Costs. “Administration Costs” means the amount of fees and
8 cost incurred by the Class Administrator in performing its duties, as described in this
9 Settlement Agreement. The Class Administrator estimates the Administration Costs to be
10 approximately \$20,000.00, the actual amount of which will be payable from the Escrow
11 Settlement Amount. This estimate includes individual data searches to determine SSN’s for
12 Participating Class Members, mailing and processing Notice of Pendency of Class Action
13 and requests for inclusion, performing the required tax reporting on the Individual Settlement
14 Amounts, including the issuance of IRS Forms W-2 and 1099 and reporting to the Parties
15 and the Court. No later than seven (7) calendar days before the Final Approval hearing, the
16 Class Administrator will provide a declaration describing its due diligence in mailing the
17 Notice Packets and re-mailing the Notice Packets returned as undeliverable, in processing
18 Requests for Inclusion from putative new Class Members, in resolving disputed Requests for
19 Inclusion, if any, in determining SSN’s for Participating Class Members, and in performing
20 its other responsibilities. The Parties will cooperate in the settlement administration process
21 and to make all reasonable efforts to control and minimize the costs and expenses incurred in
22 the administration of the settlement. The Class Administrator shall provide Defendants and
23 Class Counsel a monthly report showing: (i) the number of Class Members who have
24 submitted requests for exclusion; (ii) the number of Participating Class Members for whom
25 SSN’s have been determined; (iii) names of any previously unknown putative Class
26 Members who have filed Requests for Inclusion and the disposition of such requests; and
27 (iv) the responses to the website to be created and maintained by the Class Administrator to
28 provide additional notice to the Class Members, if any.

1 3. Administrator. “Administrator” or “Class Administrator” means ILYM
2 Group, selected by the Parties to print and distribute the Court-approved Notice Packet to all
3 Class Members as set forth on the Class List; to administer the Settlement; to process
4 Requests for Inclusion; to resolve disputes; to determine Social Security Numbers (“SSN”)
5 for Class Members; to distribute the Escrow Settlement Amount, as directed by the Court; to
6 prepare tax reporting; to provide necessary monthly status reports to the Parties; to prepare a
7 final distribution report for the Court; and to perform such other duties as are necessary to
8 process this Settlement Agreement. The Parties all represent they do not have any financial
9 interest in the Claims Administrator or otherwise have a relationship with the Claims
10 Administrator that could create a conflict of interest.

11 4. Class Action. “Class Action” means the pending operative Class Action First
12 Amended Complaint in the Los Angeles Superior Court, on or about February 25, 2016,
13 excluding the Fourth Cause of Action which is to be dismissed and is not a part of this
14 Settlement. The Class Action is before the Honorable Carolyn B. Kuhl and is entitled
15 *Jasmine Hayes, and those similarly situated, vs. 7180 Sunset Blvd. Inc., et. al*, bearing case
16 number BC597517 in the Los Angeles Superior Court, Complex Division.

17 5. Class Counsel. “Class Counsel” are Craig Nicholas and Alex M. Tomasevic,
18 of the law firm of Nicholas & Tomasevic, and Noam Glick of the Glick Law Group, P.C.

19 6. Class Counsel Award. “Class Counsel Award” means the attorneys’ fees and
20 costs (which includes, all costs incurred to date, as well as such costs to be incurred in
21 documenting the settlement, securing the Court’s approval of the settlement, and obtaining
22 entry of a judgment terminating this Class Action pursuant to California Rule of Court 3.769)
23 agreed upon by the Parties for Class Counsel’s litigation and resolution of the Class Action,
24 in the total amount of \$400,000.

25 7. Class List. “Class List” means a list of Class Members to be compiled by
26 Defendants from their records and provided to the Claims Administrator. The Class List will
27 be formatted as a Microsoft Office Excel spreadsheet and will to the extent available from
28 the Defendant’s business records the following: Class Member’s full name; stage or pka

1 name; last known address home telephone and cellular numbers; Social Security number;
2 Driver's License number; and contract date. Any person included on the Class List is
3 presumed to be a Participating Class Member.

4 8. Class Members. "Class Members" are all persons who danced at any of the
5 three night-clubs operated by either of the Defendants, i.e., the Seventh Veil, Royal Palace
6 (aka Star Strip) and/or Crazy Girls nightclubs on at least one day during the Class Period and
7 who signed an independent contractor agreement. Any Class Member listed on the Class
8 List is presumed to be a Participating Class Member. An individual who otherwise meets the
9 definition of Class Member but is not listed on the Class List may become a Participating
10 Class Member by submitting a Request for Inclusion Form, and if requested by the
11 Administrator, evidence supporting the claim that such individual danced at the relevant
12 above night club(s) during the Class Period.

13 9. Class Period. "Class Period" means a) the period from March 23, 2013,
14 through January 1, 2016, for persons who performed at Seventh Veil and Royal Palace (aka
15 Star Strip) and b) from March 23, 2013 through the date that the Court grants preliminary
16 approval of this class action settlement for persons who performed at Crazy Girls.¹

17 10. Class Representative Incentive Award. "Class Representative Incentive
18 Award" means the amount that the Court authorizes to be paid to the Named Plaintiff for her
19 efforts in initiating the Class Action and having her name as the Plaintiff, allowing herself to
20 be publicly identified in connection with a controversial and often maligned occupation,
21 assisting with the prosecution of the Class Action on behalf of the Class Members including
22 sitting for a deposition for most of a day, preparing for it beforehand, and executing a
23 General Release of all employment-related claims against Defendants.

24 11. Effective Date. "Effective Date" means the latest of (i) the date upon which
25 the Court grants Final Approval of this Settlement Agreement; (ii) the date of final dismissal
26

27 ¹ The Class Period begins on the day following Final Approval of and the close of the class periods
28 in two prior class actions, i.e., *Stacy Salazar v. Seventh Veil, aka 7180 Sunset Blvd, Inc.*, BC445331
and *Erica Sullivan v. Star Strip, aka 7180 Sunset Blvd., Inc.*, BC445242.

1 with prejudice of the last pending appeal, if any, from the Final Approval; or (iii) if no appeal
2 is filed, the expiration date of the time for the filing or noticing of any form of valid appeal
3 from the judgment.

4 12. Escrow Settlement Amount. “Escrow Settlement Amount” means the General
5 Fund consisting of the 1) Class Counsel Award, 2) Class Representative Incentive Award,
6 3) Administration Costs, and 4) the cumulative total of all Individual Settlement Payments.
7 Defendants shall have no obligation beyond payment of the Escrow Settlement Amount.

8 13. Exclusion Form. “Exclusion Form” means the form attached to this
9 Settlement Agreement as Exhibit C, which is to be submitted by any Class Member who
10 does not wish to participate in this Settlement Agreement. See ¶38.

11 14. Individual Settlement Payment. “Individual Settlement Payment” means the
12 amount payable to each Participating Class Member for whom the administrator has both a
13 presumptively valid address (as evidenced by mail’s not having been returned as
14 undeliverable) and a presumptively valid SSN. Each Participating Class Member meeting
15 this definition will be mailed a check in an amount equal to the Net Settlement Amount
16 divided by the total number of Class Members

17 15. Injunctive Relief. A significant economic and precedent-setting policy
18 component of this Agreement is the injunctive relief to which the Defendants have agreed.
19 The injunctive relief will a) without delay or future legal challenges govern the future
20 conduct of both Defendants involving dancers; b) by classifying dancers as W-2 employees,
21 require major modifications in the way any nightclub owned or operated by Defendants will
22 treat and classify dancers in the future and which is expected to influence the industry
23 generally by immediately abandoning the practice that has triggered all actions such as
24 Plaintiff’s lawsuit; c) economically benefit dancers by virtue of their actual and/or
25 constructive receipt of sums guaranteed to all W-2 employees by state and federal law at
26 corresponding expense to Defendants along with retention by dancers of all sums which they
27 may have previously shared with other members of Defendants’ workforces; and d) in
28 making these changes prospectively, for the first time by any major industry player, respond

1 to and ameliorate the concerns which motivated the Legislature to adopt Labor Code sec
2 350 (e). For the purposes of this Agreement, the Parties have valued this component of the
3 Agreement at \$400,000. (See further description of the Injunctive Relief at ¶49.)

4 16. Net Settlement Amount. “Net Settlement Amount” means the remainder of
5 the Total Settlement Value after subtracting the value of the Injunctive Relief, the Class
6 Counsel Award, the Class Representative Award and the Administration Cost.

7 17. Notice and Request for Inclusion Period. The period for submitting a Request
8 for Inclusion shall be Sixty (60) days from the mailing by the Administrator of the Notice
9 Packet to the Class Members listed on the Class List and/or from the establishment of the
10 website whichever occurs later.

11 18. Notice of Pendency of Class Action Settlement. “Notice of Pendency of
12 Class Action Settlement” means the form attached hereto as Exhibit A, which will be mailed
13 as a part of the Notice Packet to Class Members. The Notice includes the following
14 information: (a) the essential terms of the proposed settlement; (b) that the Settlement
15 Agreement will release the claims asserted in the Class Action (and other claims included
16 within the scope of the release on behalf of all Participating Class Members; (c) the amount
17 of the Class Representative Incentive Award; (d) the amount of the Class Counsel Award;
18 (e) the right of Class Members to object to the Settlement Agreement and the consequences
19 to Class Members who fail to object; (f) the time and place of the hearing to consider
20 approval of the Settlement Agreement; (g) the process a Class Member must follow to object
21 to any provision of the Settlement Agreement; (h) the procedures for allocating and
22 distributing the Individual Settlement Payments; (i) that a valid SSN is required for payment
23 and a procedure for providing this information to the Administrator; (j) procedures for
24 providing alternative contact and/or mailing procedures for any Class Members who request
25 such alternative contact and/or mailing procedures; (k) that Class Counsel believes that the
26 Settlement Agreement is fair, reasonable, and in the best interests of the class; (l) the address
27 and phone number of Class Counsel and the procedure for contacting them; and (m) that the
28 Notice of Pendency of Class Action Settlement is only a summary of the terms of the

1 Settlement Agreement and that Class Members may obtain additional information regarding
2 the Settlement Agreement by inspecting the case files in the Office of the Clerk of the Court.

3 19. Notice Packet. “Notice Packet” means the Notice of Pendency of Class
4 Action Settlement (Exhibit A), the Exclusion Form (Exhibit C), a Form W-9 (for individuals
5 for whom the Administrator does not have a SSN), and postage paid, pre-printed return
6 envelope addressed to the Class Administrator, collectively, all of which to be sent by regular
7 First-Class U.S. Mail to Class Members.

8 20. Participating Class Member(s). “Participating Class Member(s)” means each
9 and all Class Members who do not request exclusion from the settlement by timely
10 submitting an Exclusion Form.

11 21. Parties. “Parties” means the Named Plaintiffs and Defendants, collectively.

12 22. Released Claims. “Released Claims” means all applicable claims, rights,
13 demands, liabilities, and causes of action of every kind and description included in Causes of
14 Action #1, #2, and #3 of the First Amended Complaint filed in the Los Angeles Superior
15 Court which include the following: (1) Failure to Pay Minimum Wage (Labor Code Section
16 204, 510, 1194, 1199); (2) Illegal Deductions (Labor Code Section 221, 224, 350(e), 402,
17 1197.1); (3) Illegal Tip Collection (Labor Code 350, 351); (4) Failure to Provide One-Half
18 Hour Uninterrupted Meal Breaks (Labor Code Section 226.7); (5) Failure to provide rest
19 breaks for ten (10) minutes for every four hours of work (Cal. Code Regs., Title 8, Section
20 11070, Subd. (12)(A); Labor Code Section 226.7, Subd. (a)) (6) Waiting Time Penalties
21 (Labor Code Section 201-203); (7) Failure to Reimburse for cost of uniforms and expenses
22 (Labor Code §2802); (8) Unfair Competition (Pursuant to Business & Professions Code
23 Section 17200); (9) Failure to provide itemized wage statements (Labor Code Section 226);
24 and any and all claims under sections 201-203, 204 and/or 204b, 212, 218, 218.6, 221, 224,
25 226, 226.7, 350, 351, 353, 356, 402, 210, 510, 512, 558, 1174, 1194, 1197-1199, and 2802,
26 of the California Labor Code; and any and all Industrial Wage Commission Orders
27 specifically including but not limited to IWC Orders 5 and 10; as well as penalties pursuant
28 to sections 17200 et seq. of the California Business and Professions Code as they relate to the

1 underlying California Labor Code claims of individuals arising from Defendants'
2 relationship(s) with each Participating Class Member. This settlement effectively releases all
3 individual California Labor Code and Industrial Wage Commission Order claims, to the
4 extent such claims can be released under California law.

5 23. Released Parties. “Released Parties” means Defendants, and with respect to
6 the entity Defendants, any of their former and present parents, subsidiaries, and related
7 companies, and any and all of their officers, directors, board members, employees, partners,
8 shareholders, agents, attorneys, accountants, assignees, or successors, and with respect to
9 individual Defendant, any spouse, heir or assigns, agents or successors, and with respect to
10 all Defendants all those in privity therewith.

11 24. Request for Inclusion in Class by Individual Not on the Class List. If any
12 individual whose name does not appear on the Class List believes that she is a Class
13 Member, she may request inclusion in the Class. “Request for Inclusion” in the Class means
14 a timely submitted Request for Inclusion Form made to the Class Administrator by a person
15 who meets the definition of a Class Member as set forth in paragraph 8 above, but who is not
16 listed on the Class List (i.e., whose independent contractor agreement may have been
17 misplaced or not located, and whose identity is therefore not presently known to the
18 Administrator). The Class Administrator will post notice of this settlement on a website thus
19 alerting any such unknown Class Members of the opportunity to participate in this
20 settlement. All individuals listed on the Class List are Participating Class Members, do not
21 need to submit a Request for Inclusion Form, and so long as the Administrator possesses
22 both a valid address and SSN for such individual, will receive an Individual Settlement
23 Payment without being required or having to take any action.

24 25. Request for Inclusion Form (for individuals not on the class list). “Request
25 for Inclusion Form” means the Form attached to this Settlement Agreement as Exhibit B,
26 which may be submitted by any individual who is not on the Class List but who meets the
27 qualifications of a Class Member as described in paragraph 8, and who wishes to participate
28 in this settlement and thereby receive an Individual Settlement Payment. The Request for

1 Inclusion in Class Form (with a blank W-9 form) will be mailed or emailed to any person
2 requesting it. The Request for Inclusion Form when mailed shall be accompanied by the
3 Notice of Pendency of Class Action Settlement as set forth in Exhibit A. The Request for
4 Inclusion Form must be signed under penalty of perjury and accompanied by a fully executed
5 form W-9 to allow for administration of the claim and proper tax reporting. The Request for
6 Inclusion Form must be timely submitted. (See ¶17.) The Administrator may require the
7 requesting individual to provide additional evidence in support of the request for inclusion as
8 a Class Member.

9 26. Total Settlement Value. “Total Settlement Value” means the aggregate
10 financial benefit conferred on the settling class members. For the purposes of this
11 Agreement the Parties have valued the Total Settlement Value as One Million, Six Hundred
12 Thousand Dollars (\$1,600,000.00). The Total Settlement Amount is inclusive of the Net
13 Settlement Amount, the Class Representative Incentive Award, the Claims Administration
14 Cost, the Class Counsel Award, and the Non-Monetary (Injunctive Relief).

15 **BACKGROUND**

16 27. The Complaint. On or about October 9, 2015, Jasmine Hayes filed a *pro se*
17 Complaint against Defendant 7180 Sunset Blvd., Inc, alleging labor code violations.
18 Plaintiff’s First Amended Complaint containing four causes of action alleging class claims
19 on behalf of Ms. Hayes and those similarly situated and claims under the California’s Private
20 Attorneys General Act (“PAGA”) was filed on February 25, 2016. As a part of this
21 Settlement Plaintiff is dismissing the Fourth Cause of Action which asserts claims for
22 penalties under PAGA as contained in the Fourth Cause of Action are not a part of this
23 Settlement. This Settlement will fully and completely settle all class action claims as alleged
24 in Plaintiff’s first three causes of action. The Class Action alleges violations of various
25 California Labor Code provisions relating to the business practices of Defendant 7180 Sunset
26 Blvd., Inc in conducting its gentleman’s club establishments. Three Group, Inc. and
27 Marcelle Ezerzer were later added as Doe Defendants and alleged to have violated the same
28 California Labor Code provisions relating to the business practices of Defendant Three

1 Group, Inc. Plaintiff alleges the failure of Defendants to pay Class Members a minimum
2 wage, the failure to provide either meal or rest breaks, the charging of a “stage fee” to work
3 at Defendants’ clubs, as well as Class Members being required to share tip income, and other
4 related allegations, including allegations relating to California Business and Professions
5 Code section 17200, *et seq.*

6 28. Class Counsel’s Efforts. Since entering the case, preparing and filing the First
7 Amended Complaint, Class Counsel have diligently pursued an investigation of the Class
8 Members’ claims including: (a) review of literally thousands of relevant documents,
9 including, but not limited to Defendant’s personnel files for each of the Class Members;
10 (b) review of information related to job duties; (c) answering Defendant’s Demurrer to the
11 applicable Complaint; (d) conducting depositions including one out of state deposition; and
12 (e) research with respect to the applicable law and the potential defenses thereto.

13 29. Settlement Negotiations. Two years after the filing of the Amended
14 Complaint, the parties engaged in negotiations culminating in two court assisted mediation
15 sessions before Honorable Kenneth R. Freeman, Judge of the Superior Court, and reached
16 the agreement presented herein.

17 30. Denial of Liability. Defendants specifically disclaim any liability to, or any
18 wrongdoing against the Named Plaintiff and the Class Members or any other contractor or
19 employee(s) of Defendants, former or current, on the part of all other Released Parties.
20 Defendants further deny that this Class Action is appropriate for class treatment for any
21 purpose other than this settlement.

22 31. Full Settlement and Release. It is the Parties’ intention that this Settlement
23 Agreement constitute a full and complete settlement and release of all claims against
24 Defendants as alleged in the Class Action and all other Released Parties relating to such
25 claims.

26 **TERMS OF AGREEMENT**

27 **NOW, THEREFORE, IT IS HEREBY STIPULATED,** by and among Plaintiff,
28 on behalf of herself and the Class Members, and Defendants, and subject to the approval of

1 the Court, that the Class Action is hereby being compromised and settled pursuant to the
2 terms and conditions set forth in this Joint Settlement Agreement and Release, and that
3 after the date of the Court's Final Approval of this Joint Settlement Agreement and
4 Release, judgment shall be entered in the Class Action, subject to the continuing
5 jurisdiction of the Court as set forth below, in Paragraphs 45 and 60 of this Settlement
6 Agreement, based on the Definitions set forth above, which by this reference become an
7 integral part of this Agreement, and subject to the following terms and conditions:

8 32. Computation and Distribution of Payments. The Escrow Settlement Amount
9 will be collected and disbursed as follows:

10 A. Initial Deposit. Within ten (10) days after Preliminary Approval
11 Defendants shall open escrow with the Class Administrator by
12 payment of an initial deposit of \$400,000.

13 B. Escrow Settlement Amount. The Class Administrator's report to the
14 Court, after the Notice and Request for Inclusion Period has closed
15 and all requests for Inclusion have been resolved, will set forth the
16 total number of Participating Class Members who will receive
17 Individual Settlement Payment checks and the total of all such checks.

18 C. Escrow Balance. Within fifteen (15) days after the Effective Date,
19 Defendants will transmit the Balance of the Escrow Settlement
20 Amount to the Class Administrator. As set forth in ¶12, the total of
21 the Individual Settlement Payments as determined by the
22 Administrator (See B above), together with the court approved Class
23 Counsel Award, Class Representative Incentive Award, and the
24 Administration Costs shall constitute the Escrow Settlement Amount.

25 D. Class Counsel Award. Payment of Attorney's Fees & Costs as
26 approved by the Court, will be paid will be paid within 15 days of the
27 Effective Date. (See ¶48c.)
28

1 E. Class Representative Incentive Award. Subject to Court approval, in
2 consideration for the release of all Released Claims and General
3 Releases, and for her time and effort in bringing and prosecuting this
4 matter, Plaintiff Jasmine Hayes (Named Plaintiff), hereby requests of
5 this court that she be awarded the sum of Fifteen Thousand Dollars
6 (\$15,000.00) as a Class Representative Incentive Award. Defendants
7 agree not to object to a Class Representative incentive award of up to
8 Fifteen Thousand Dollars (\$15,000.00) for Class Representative.
9 Within fifteen (15) days of the Effective Date the Class Representative
10 Incentive Award will be paid to Named Plaintiff Jasmine Hayes by the
11 Administrator. The Claims Administrator shall issue an IRS Form
12 1099 – MISC, Box 3 for such Incentive Award. Jasmine Hayes shall
13 be solely and legally responsible to pay any and all applicable taxes on
14 her Incentive Awards. The Class Representative Incentive Award will
15 be in addition to the Individual Settlement Payment paid to Named
16 Plaintiff, Jasmine Hayes, as a Participating Class Member.

17 F. Individual Settlement Payments to Participating Class Members.
18 Within thirty (30) days of the Effective Date, the Class Administrator
19 will mail (by first class mail) Individual Settlement Payment checks to
20 each Participating Class Member for whom the Administrator has both
21 a presumptively valid mailing address and a valid SSN. Within thirty
22 (30) days of the Effective Date, Participating Class Members for
23 whom the Administrator has an address, but no valid SSN will be
24 mailed a notice requesting a W-9. Such Participating Class Members
25 shall have 30 days from such notice to submit a W-9 with a valid SSN
26 to the Administrator. Any such Participating Class Member who
27 submits a W-9 will be entitled to receive an Individual Settlement
28 Payment. The Administrator shall advise Defendants of the sums

1 necessary, if any, to fund Individual Settlement Payments to such
2 additional Participating Class Member, Defendants shall pay such sum
3 within fourteen (14) days of such notice, and the Administrator will
4 send checks within fourteen (14) days of the receipt of the additional
5 funds from Defendants. Each check mailed to a Participating Class
6 Member shall be valid for 180 days. Any check not cashed within 180
7 days of its issue will be void.

8 G. Administration Costs. The Class Administrator will be paid for the
9 costs of administration, estimated to be \$20,000.00. The Class
10 Administrator's Costs shall be paid \$10,000 within 30 days of the
11 Effective Date, and the balance on closing of the administration.

12 H. Class Administrator Authority. The Class Administrator, on
13 Defendants' behalf, shall have the authority and obligation to decide
14 eligibility, make payments, and disbursements, including payments in
15 the manner set forth herein, to Participating Class Members calculated
16 in accordance with the methodology set out in this Joint Settlement
17 Agreement and Release and orders of the Court.

18 33. Release as to Class Members. As of the Effective Date, all Participating Class
19 Members who did not submit a timely and valid Exclusion Form shall have released all
20 Released Claims as to all Released Parties.

21 34. General Release by Plaintiff Jasmine Hayes. In addition to the Released
22 Claims, Plaintiff Jasmine Hayes, as of the Effective Date, makes the additional following
23 general release of all claims, known or unknown, in consideration for her Class
24 Representative Incentive Award. Plaintiff Jasmine Hayes will sign the Separate Settlement
25 and Release Agreement, Exhibit D, effectuating this release. Plaintiff Jasmine Hayes agrees
26 to the General Release of the Released Parties.

27 a. Plaintiff Jasmine Hayes also agrees to release all claims arising
28 from or related to her involvement with Defendants that she may have as of

1 the Effective Date of this Settlement Agreement. This release includes, but is
2 not limited to, all claims that were or could have been asserted in the Class
3 Action. To the extent permitted by law, Plaintiff Jasmine Hayes, for herself,
4 and her marital community, if any, heirs, executors, administrators,
5 successors, trustees and assigns, waives, releases and forever discharges, and
6 agrees that she will not in any manner institute, prosecute or pursue, any
7 complaint, claim, lawsuit, claim for relief, demand, suit, action or cause of
8 action, whether in law or in equity, which she could assert at common law or
9 under any statute, rule, regulation, order or law, whether federal, state, or
10 local, or on any grounds whatsoever, including without limitation, any claim
11 under Title VII of the Civil Rights Act of 1964, the federal Equal Pay Act, the
12 Rehabilitation Act of 1973, the Americans with Disabilities Act, the Family
13 and Medical Leave Act of 1993, the Employee Retirement Income Security
14 Act of 1974, the Occupational Safety and Health Act, the Racketeer
15 Influenced and Corrupt Organizations Act, the Financial Reform Recovery
16 and Enforcement Act of 1989, Section 1981 of Title 42 of the United States
17 Code, the Fair Labor Standards Act, the California Labor Code, the California
18 Government Code, the California Business & Professions Code, the
19 California Occupational Safety and Health Act, the California Fair
20 Employment and Housing Act, the California Family Rights Act, the
21 California Unruh Civil Rights Act, as well as any claims for violation of
22 privacy rights, violation of civil rights, denial of equal rights, breach of
23 contract, equitable remedies, and under tort law (collectively "Claims"),
24 against any/all Released Parties with respect to any event, matter, claim,
25 damage or injury arising out of her employment relationship with Defendants
26 or the termination of that employment relationship, or with respect to any
27 other claim, matter, or event arising prior to the Effective Date of this
28 Settlement Agreement.

1 b. With respect to the General Release, Plaintiff Jasmine Hayes
2 stipulates and agree that, upon the Effective Date, she will be deemed to have,
3 and by operation of the judgment will have, in her individual capacity
4 expressly waived and relinquished, to the fullest extent permitted by law, the
5 provisions, rights and benefits of Section 1542 of the California Civil Code, or
6 any other similar provision under federal or state law, which provides:

7 ***“A general release does not extend to claims which the creditor
8 does not know or suspect to exist in his or her favor at the time of
9 executing the release, which if known by him or her must have
10 materially affected his or her settlement with the debtor.”***

11 c. The General Release includes any unknown claims that
12 Plaintiff Jasmine Hayes does not know or suspect to exist in her favor at the
13 time of the General Release, which, if known by her, might have affected the
14 settlement with and release of Defendants and the Released Parties or might
15 have affected the decision not to object to this Settlement or the General
16 Release.

17 35. Tax Treatment. Eighty percent (80%) of each Individual Settlement Payment
18 shall be considered non-wage damages including penalties for which an IRS 1099 Form shall
19 be issued, with the remaining twenty percent (20%) allocated as wages, for which an IRS W-
20 2 Form shall be issued.

21 36. Tax Liability. Defendants shall pay all employer-side payroll taxes in
22 connection with the wage portion of the Individual Settlement Payments for cashed checks
23 only. Participating Class Members shall be solely responsible for any and all employee-side
24 taxes on both the 1099 income and the W-2 income. Defendants and Class Counsel make no
25 representations as to the legal effect of the tax treatment of the payments called for in this
26 Settlement Agreement, and Class Members may not rely on any statement or representation
27 by Defendants or Class Counsel in this regard.

1 37. Notice and Payment Procedure. The notice and payment procedure shall be
2 managed and administered as follows:

3 a. Class List to Class Administrator. Within thirty (30) days after
4 Preliminary Approval of the Settlement Agreement, Defendants will provide
5 the Class List to the Class Administrator and Plaintiffs' counsel.

6 b. Mailing of Notice Packet. Within thirty (30) days after
7 receiving the Class List from Defendants, the Class Administrator will send
8 the Notice Packet to all Participating Class Members on the Class List via
9 regular First-Class U.S. Mail, using the most current, known mailing
10 addresses provided by Defendants, as updated via the Administrator's national
11 change of address search, which the Administrator will perform to update
12 Class Member address information after receipt of the Class List.

13 c. Procedure for Undeliverable Notices. Any Notice Packet
14 returned to the Class Administrator as undeliverable on or before the end of
15 the Notice and Request for Inclusion Period will be sent to any forwarding
16 address affixed thereto immediately upon receipt. If no forwarding address is
17 provided, the Class Administrator will promptly attempt to determine a
18 correct address using a single skip-trace, or other search using the name,
19 address and/or Social Security number of the Class Member involved and, if
20 successful, will then perform a re-mailing. If after this search and re-mailing,
21 the Notice Packet is again returned to the Claims Administrator as
22 undeliverable, the addressee will still be deemed a Participating Class
23 Member for purposes of the Released Claims, described herein. Although
24 telephone numbers for some Class Members may have been provided by
25 Defendants, telephone numbers will be utilized only to assist in ascertaining a
26 mailing address from databases. If a mailing address is determined from a
27 telephone number alone it will not be considered to be a valid address unless
28 the obtained address is specifically confirmed and linked to the Class Member

1 by name. No person shall employ any such telephone number to call or
2 contact any Class Member by telephone.

3 d. Website. No more than thirty (30) calendar days after
4 Preliminary Approval, the Class Administrator shall open a website providing
5 at least the information contained in the Notice of Pendency of Class Action
6 Settlement which was sent to Class Members along with information on how
7 to Request Inclusion as a Class Member and/or file an Exclusion Form and
8 the deadlines for each such filing.

9 e. Administration of Class Fund Procedure.

10 1. Notice. All Class Members on the Class List will be
11 sent a Notice Packet. Any Class Member included in the Class List
12 who does not submit a timely Exclusion Form is a Participating Class
13 Member.

14 2. Each Participating Class Member for whom the
15 Administrator has both a valid address and SSN will be mailed an
16 Individual Settlement Payment check. (¶32F.)

17 3. Participating Class Members for whom the
18 Administrator has an address, but no valid SSN will be mailed a W-9
19 along with the Notice. Such Participating Class Members shall have
20 sixty 60 days thereafter to submit a W-9 with a valid SSN to the
21 Administrator. (¶ 32F.)

22 4. Request for Inclusion. Any person who meets the
23 definition of a Class Member (see ¶8) but is not on the Class List may
24 file a Request for Inclusion Form with the Administrator. The
25 Administrator may request additional information and evidence to
26 support a Request for Inclusion. If the Administrator determines that
27 the requesting individual meets the definition of a Class Member, such
28

1 individual will be included as a Participating Class Member and
2 treated the same as all other Participating Class Members.

3 5. Filing a Request for Inclusion Form. For purposes of
4 this Joint Settlement Agreement and Release, a Request for Inclusion
5 Form shall be deemed “valid” only if: (a) the Class Member has
6 included a fully executed form W-9 with a valid address and social
7 security number; (b) the Class Member has signed the Request for
8 Inclusion Form under penalty of perjury; (c) the Request for Inclusion
9 Form is postmarked on or before the due date, and (d) the request is
10 accepted by the Parties, or, if disputed, the Class Administrator has
11 ruled in favor of inclusion.

12 6. Cure of Defective Request for Inclusion Form. If a
13 putative Class Member’s timely submitted Request for Inclusion Form
14 is otherwise defective, that individual will be given an opportunity to
15 cure the defect(s). Any such defective Request for Inclusion Form
16 shall be mailed back to the Class Member no later than three (3)
17 business days after receipt by the Administrator with a cure letter
18 stating that the Class Member has fifteen (15) calendar days from the
19 date of the cure letter (describing the defect in the original submission)
20 to mail a revised (with the described defect(s) cured) Request for
21 Inclusion Form to the Administrator with a postmark reflecting timely
22 mailing. If the revised Request for Inclusion Form is not postmarked
23 within that period, it will be deemed untimely. The Parties will meet
24 and confer before rejecting any Request for Inclusion, and a requesting
25 individual will become a Participating Class Member and receive an
26 Individual Settlement Payment only if the Request for Inclusion Form
27 is otherwise valid and the Parties so agree.
28

1 7. Conflicting Forms. If a Class Member submits both a
2 timely and valid Request for Inclusion Form and a timely and valid
3 Exclusion Form, Class Counsel and counsel for Defendants will deem
4 this an inadvertent mistake on the part of the Class Member and a cure
5 letter will be mailed to the Class Member within three (3) business
6 days identifying the mistake and notifying the Class Member of an
7 opportunity to cure. If the Class Member does not respond within
8 fifteen (15) days, the request for exclusion will be deemed invalid and
9 the Class Member considered to be a Participating Class Member
10 unless the Class Member provides an additional Exclusion Form.

11 8. Resolution of Disputes. Should any question arise
12 regarding the determination of eligibility of a Class Member for
13 participation in the settlement, Class Counsel and counsel for
14 Defendants will meet and confer in an attempt to reach an agreement
15 under the terms of this Settlement Agreement. If Class Counsel and
16 Defendants' counsel cannot agree, the Class Administrator shall make
17 the final determination, and that determination shall be conclusive,
18 final and binding. However, in no event may the Class
19 Administrator's determination conflict with this Settlement
20 Agreement.

21 38. Request for Exclusion. Not later than sixty (60) calendar days from the date
22 of mailing of the Notice Packet to her, a Class Member desiring to be excluded from this
23 Settlement Agreement must sign and return the Exclusion Form to the Administrator. The
24 Notice of Pendency of Class Action Settlement will provide instructions to the Class
25 Members who wish to exclude themselves from the Settlement Agreement. The date of the
26 postmark on the return-mailing envelope or, if faxed, the fax date, shall exclusively and
27 conclusively determine whether an Exclusion Form has been timely submitted. A Class
28 Member who does not request exclusion from the Settlement Agreement will be bound by all

1 terms of the Joint Settlement Agreement and Release and any final judgment entered by the
2 Court if the Settlement Agreement is granted Final Approval by the Court.

3 39. Objections.

4 a. Any Class Member may object to the Settlement Agreement by
5 filing a written objection with the Court as shown by the Court filing stamp
6 and service by mail, overnight delivery, or personal delivery on counsel for
7 the Parties, both not later than sixty (60) calendar days from the date that the
8 Notice Packet is first mailed to Class Members. If the written objection is
9 served by mail, the postmark on the envelope shall be the exclusive means
10 used to determine whether an objection has been timely served before the
11 deadline. If the written objection is served by overnight delivery, the date the
12 written objection is provided to the overnight courier as provided by the
13 waybill shall be the exclusive means used to determine whether an objection
14 has been timely served before the deadline. If the written objection is served
15 by personal delivery, the date of the actual delivery shall be the exclusive
16 means used to determine whether an objection has been timely served before
17 the deadline.

18 b. Class Members who have not timely filed and served written
19 objections in the manner specified herein shall be deemed to have waived
20 any objections, shall be foreclosed from making any objection (whether by
21 appeal or otherwise) to the settlement and shall not be heard at the final
22 approval hearing.

23 c. The written objection must be signed by the objecting Class
24 Member, state the Class Member's name, most current address and
25 telephone number, last four-digits of her social security number, basis for
26 the objection, and if she is NOT listed on the Class List, the date(s) she
27 worked for Defendant(s).

1 d. No Class Member may be heard at or otherwise participate in
2 the final approval hearing, unless written Notice of the Class Member's
3 Intention to Appear at the Final Approval Hearing, and copies of any written
4 objections, have been filed with the Court and served on counsel for the
5 Parties within sixty (60) calendar days of the date that the Notice Packet was
6 first mailed to Class Members.

7 40. Hold Harmless. No person shall have any claim against Defendants, the
8 Released Parties, Defendants' Counsel, the Named Plaintiff, Class Members, the
9 Participating Class Members, Class Counsel, or the Claims Administrator based on
10 distributions and payments made in accordance with the Settlement Agreement.

11 41. Class Administration.

12 a. Class Administrator Responsibilities. In addition to the duties
13 and responsibilities of the Class Administrator described above, the Class
14 Administrator shall be responsible for processing and mailing payments to the
15 Named Plaintiff, Class Counsel, and Participating Class Members; printing
16 and mailing the Notice Packets to the Class Members as directed by the
17 Court; receiving and reporting any Requests for Inclusion from new putative
18 Class Members and Exclusion Forms submitted by Class Members; and any
19 other tasks as the Parties mutually agree or the Court orders the Class
20 Administrator to perform. The Class Administrator shall keep Defendants'
21 counsel and Class Counsel timely apprised of the performance of all Class
22 Administrator responsibilities.

23 b. Tax Reporting. Any tax return filing required in connection
24 with the administration of this Settlement Agreement will be made by the
25 Class Administrator. Any expenses incurred in connection with such filing
26 shall be considered part of the Class Administration Cost.

27 c. Final Accounting and Disposition of Escrowed Funds. 1) After
28 the Administrator has made all payments as set forth in ¶32; 2) the time for

1 correction of defective Requests for Inclusion has run; and 3) all sent
2 uncashed checks issued for Individual Settlement Payments have expired and
3 become void, any sums remaining in the escrow account shall be returned to
4 the Defendants without further obligation. Then the Administrator shall file a
5 final report with the Court.

6 42. Preliminary Settlement Hearing. The Parties will request a hearing before the
7 Court to request preliminary approval of this Joint Settlement Agreement and Release and to
8 request the entry of a preliminary approval order for certification of the class for settlement
9 purposes only, preliminarily approving the proposed Settlement Agreement, certifying the
10 class, and setting a date for a Final Approval and settlement fairness hearing. The order shall
11 provide, *inter alia*, for the Notice Packet to be sent to Class Members as specified herein. In
12 conjunction with this hearing, Counsel for the Parties will submit this Settlement Agreement,
13 which sets forth the terms of this settlement, and will include the proposed Notice of
14 Pendency of Class Action Settlement, Request for Inclusion Form, and Exclusion Form
15 attached hereto as Exhibits A, B, and C, respectively.

16 43. No Solicitation of Settlement Objections or Exclusions. The Parties agree to
17 use their best efforts to carry out the terms of this Settlement Agreement. At no time shall
18 the Parties or their counsel directly or indirectly solicit or otherwise encourage Class
19 Members to file written objections to the Settlement Agreement, to submit Exclusion Forms,
20 or to appeal the Court's final judgment.

21 44. Option to Terminate Settlement. If, at any time, at least ten percent (10%) of
22 the Class Members submit valid and timely Exclusion Forms, Defendants will have, in their
23 sole discretion, the option to rescind this Settlement Agreement. Defendants may exercise
24 this right to rescind by submitting to Class Counsel a written statement so indicating. The
25 notice of rescission must be communicated to Class Counsel within ten (10) business days
26 after the Administrator notifies Class Counsel and counsel for Defendants that the total
27 number of valid Exclusion Forms submitted has reached ten percent (10%) of the Class
28

1 Members. If the option to rescind is exercised, Defendants shall be solely responsible for the
2 Claims Administration Cost of this Settlement Agreement.

3 45. Final Settlement Approval Hearing and Entry of Final Judgment. Upon
4 expiration of the deadlines to mail Request for Inclusion Forms, Exclusion Forms, or
5 objections to the Settlement Agreement, the Court will hold a final approval hearing to
6 determine the fairness of the Settlement Agreement along with the amount properly payable
7 for (i) the Class Counsel Award, (ii) the Class Representative Incentive Award and (iii) the
8 Class Administration Cost. The final approval hearing will be held no earlier than thirty (30)
9 calendar days after the last deadline to submit Request for Inclusion Forms, Exclusion Forms
10 and/or objections to the Settlement Agreement. After entry of the Order on final approval
11 and judgment (Final Approval), the Court will have continuing jurisdiction solely for
12 purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement
13 Agreement, (ii) settlement administration matters and (iii) such post-judgment matters as
14 may be appropriate under Court rules or as set forth in this Settlement Agreement.

15 46. Nullification of Settlement Agreement. If (i) the Court, or a Court having
16 jurisdiction, does not finally approve the Settlement Agreement as provided herein; or (ii) the
17 Court does not enter the Order on final approval and judgment specified herein; or (iii) the
18 Effective Date does not occur; or (iv) the Settlement Agreement does not become final for
19 any other reason, this Settlement Agreement shall be null and void and any order or
20 judgment entered by the Court in furtherance of this Settlement Agreement will be treated as
21 *void ab initio*. If the Settlement Agreement is voided, the Parties and any funds to be
22 awarded under this Settlement Agreement shall be returned to their respective *status quo*
23 *ante* as of the date and time immediately prior to the execution of this Settlement Agreement,
24 and the Parties shall proceed in all respects as if this Settlement Agreement had not been
25 executed, except that any costs already incurred by the Administrator shall be paid equally
26 by Class Counsel and Defendants.

27 47. Certification by Class Administrator. Upon completion of administration of
28 the settlement and distribution of the Escrow Settlement Amount, the Class Administrator

1 shall provide written certification of such completion to the Court and counsel for all Parties.
2 All materials received by the Class Administrator shall remain the sole property of the Class
3 Administrator except as otherwise provided in this agreement and unless otherwise directed
4 by written instructions signed by both Class Counsel and Defense Counsel, or by order of the
5 Court. The Class Administrator shall disclose information received from Participating Class
6 Members or individuals Requesting Inclusion to counsel, in the Class Administrator's sole
7 discretion as necessary to properly fulfill the Administrator's obligations.

8 48. Class Counsel Award.

9 a. Non-Opposition by Defense. Defendants agree not to oppose
10 or impede any application or motion by Class Counsel for attorneys' fees and
11 costs not exceeding Four Hundred Thousand Dollars (\$400,000.00) which
12 sum shall include reimbursement of costs and expenses incurred by Class
13 Counsel's prosecution of this matter.

14 b. Motion for Fees and Costs. Class Counsel shall file a motion
15 for attorneys' fees and costs of not more than Four Hundred Thousand Dollars
16 (\$400,000.00) which sum shall include reimbursement of any costs and
17 expenses incurred by Class Counsel in connection with this matter.

18 c. Payment and Reporting. The Class Administrator will pay to
19 Class Counsel the Court-approved Class Counsel Award as provided in ¶32D.
20 Class Counsel shall advise the Claims Administrator of the specific amounts
21 to be paid to Class Counsel, and Class Counsel may elect to structure a
22 portion of the Class Counsel award ordered by the Court using a Qualified
23 Settlement Fund ("QSF"), and so long as Class Counsel pays the cost of the
24 administration of the QSF, Defendants will cooperate in the structuring of
25 such payment in that manner. Class Counsel shall pay any additional
26 administrative fees charged by Class Administrator to accommodate this
27 treatment.
28

1 49. Non-Monetary Provisions. Unless a different date is set by the Court,
2 beginning not later than thirty days following Final Approval, Defendants will not enter into
3 independent contractor agreements with dancers hired to perform in the State of California;
4 and all individuals who perform entertainment services at any club or facility offering adult
5 entertainment, operated by Defendants 7180 Sunset Blvd, Inc., and/or Three Group Inc.,
6 *inter alia*, shall be hired and paid as (W-2) employees. In connection therewith, Defendants
7 shall be governed by the labor laws of the State of California for all California employee
8 dancers. This will include, but is not limited to, paying at least minimum wage for all hours
9 worked, providing rest and meal breaks, and not requiring nor permitting dancers to share or
10 otherwise give Defendants any portion of any tip left for or given to dancers. For the
11 purposes of this Settlement the Parties have valued the non-monetary provisions at \$400,000.
12 The Parties believe that this is a conservative valuation. For example, Crazy Girls employs
13 an average of 25 dancers per night, each working a 6-hour shift. At \$13.20 per hour
14 Defendant will pay approximately \$2,000 per day to dancers. Defendants, through counsel,
15 shall report its compliance with the injunctive relief to Class Counsel commencing sixty days
16 following Final Approval and quarterly thereafter for a period of two years. If after a meet
17 and confer Class Counsel believes that a Defendant or Defendants are not complying with
18 the Order then Class Counsel shall request a hearing before the Court.

19 50. Dispute Resolution. Except as otherwise set forth herein, all disputes
20 concerning the interpretation of or compliance with this Settlement Agreement will be
21 resolved as follows:

22 a. Notification. If at any time the Named Plaintiff or Class
23 Counsel, on behalf of the Named Plaintiff or any Class Member, or
24 Defendants or Defendants' counsel contend that another Party has breached or
25 acted contrary to the Settlement Agreement, that Party shall notify the other
26 Party in writing of the alleged violation.

27 b. Correction. Upon receiving notice of the alleged violation or
28 dispute, the responding Party (Parties) shall have ten (10) calendar days to

1 correct the alleged violation and/or respond to the initiating Party (Parties)
2 why the Party (Parties) dispute(s) all or part of the allegation.

3 c. Negotiation. If the response does not address the alleged
4 violation to the initiating Party's satisfaction, the Parties shall negotiate in
5 good faith to resolve their differences.

6 d. Resolution. If Class Counsel and counsel for Defendants are
7 unable to resolve their differences after thirty (30) calendar days of the letter
8 referenced in sub-paragraph a. above, either Party may file an appropriate
9 motion for enforcement with the Court. The briefing of such motion shall not
10 exceed ten (10) double-spaced pages (excluding exhibits).

11 e. Fees and Costs. Reasonable attorneys' fees and costs for filing
12 the motion under this paragraph may be recovered by any Party who prevails
13 under the standards set forth within the meaning of the applicable law.

14 51. Exhibits Incorporated by Reference. The terms of this Settlement Agreement
15 include the terms set forth in any attached Exhibits, which are incorporated by this reference
16 as though fully set forth herein. Any Exhibits to this Settlement Agreement are an integral
17 part of the settlement.

18 52. Interim Stay of Proceedings. The Parties agree to refrain from further
19 litigation of this matter, except for such proceedings as are necessary to implement and
20 obtain an Order granting final approval of the terms of the Settlement Agreement. The
21 Parties further agree that the mutual, voluntary cessation of litigation shall terminate if the
22 Court conclusively denies the motion for final approval.

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

26 54. Amendment or Modification. This Settlement Agreement may be amended or
27 modified only by a written instrument signed by all the Parties or their successors-in-interest.
28

1 55. Authorization to Enter Into Settlement Agreement. Counsel for all Parties
2 warrant and represent they are expressly authorized by the Parties whom they represent to
3 negotiate this Settlement Agreement and to take all appropriate action required or permitted
4 to be taken by such Parties pursuant to this Settlement Agreement to effectuate its terms and
5 to execute any other documents required to effectuate the terms of this Settlement
6 Agreement. The Parties and their counsel will cooperate with each other and use their best
7 efforts to affect the implementation of the settlement. If the Parties are unable to reach
8 agreement on the form or content of any document needed to implement the settlement, or on
9 any supplemental provisions that may become necessary to effectuate the terms of this
10 Settlement Agreement, the Parties may seek the assistance of the Court to resolve such
11 disagreement.

12 56. Binding on Successors and Assigns. This Settlement Agreement shall be
13 binding upon, and inure to the benefit of, the successors or assigns of the Parties hereto, as
14 previously defined.

15 57. California Law Governs. All terms of this Settlement Agreement and the
16 Exhibits hereto shall be governed by and interpreted according to the laws of the State of
17 California. This Settlement Agreement is enforceable pursuant to California Code of Civil
18 Procedure section 664.6.

19 58. Counterparts. This Settlement Agreement may be executed in one or more
20 counterparts. All executed counterparts and each of them shall be deemed to be one and the
21 same instrument provided that counsel for the Parties shall exchange among themselves
22 original signed counterparts.

23 59. This Settlement Is Fair, Adequate, and Reasonable. The Parties believe this
24 Settlement Agreement is a fair, adequate, and reasonable settlement of the Class Action and
25 have arrived at this settlement after arm's-length court mediated negotiations and in the
26 context of adversarial litigation, taking into account all relevant factors, present and
27 potential.

28

1 60. Jurisdiction of the Court. The Court shall retain jurisdiction with respect to
2 the interpretation, implementation, and enforcement of the terms of this Settlement
3 Agreement and all orders and judgments entered in connection therewith, and the Parties and
4 their counsel submit to the Court’s jurisdiction for purposes of interpreting, implementing
5 and enforcing the terms embodied in this Settlement Agreement and all orders and judgments
6 entered in connection therewith.

7 61. Plaintiff’s Waiver of Right to Be Excluded and Object. Named Plaintiff
8 agrees to sign this Settlement Agreement and by signing this Settlement Agreement is
9 thereby bound by the terms herein. For good and valuable consideration, Named Plaintiff
10 further agrees that she will not request to be excluded from the Class and agrees not to object
11 to any of the terms of this Settlement Agreement. Any such request for exclusion or
12 objection by Named Plaintiff shall be void and of no force or effect. Any efforts by Named
13 Plaintiff to circumvent the terms of this Paragraph shall be void and of no force or effect.

14 62. Waiver of Appeals. The Parties agree to waive any appeals and to stipulate to
15 class certification for purposes of this settlement only. The Parties agree to take all necessary
16 steps to defend the Settlement Agreement in the event that any objector or Class Member
17 appeals the Court’s final approval.

18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING

PLAINTIFF: JASMINE HAYES

DATED: January 16, 2019

By: 
Plaintiff Jasmine Hayes

READ CAREFULLY BEFORE SIGNING

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DEFENDANT 7180 SUNSET BLVD., INC.

DATED: _____ By: _____
Marcelle Ezerzer, President

DEFENDANT THREE GROUP, INC.

DATED: _____ By: _____
Marcelle Ezerzer, President

DEFENDANT MARCELLE EZERZER

DATED: _____ By: _____
Marcelle Ezerzer


AGREED TO, APPROVED AS TO FORM, AND ACCEPTED

COUNSEL FOR PLAINTIFFS AND CLASS

Nicholas & Tomasevic, LLP

DATED: January 16, 2019 By: 
Craig M. Nicholas

Glick Law Group, P.C.

DATED: January 16, 2019 By: 
Noam Glick

COUNSEL FOR DEFENDANTS

Weston, Garrou & Mooney


DATED: _____ By: _____
John H. Weston
Attorneys for Defendants

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

READ CAREFULLY BEFORE SIGNING


DEFENDANT 7180 SUNSET BLVD., INC.

DATED: 1-16-2019

By: 
Marcelle Ezerzer, President

DEFENDANT THREE GROUP, INC.

DATED: 1-16-2019

By: 
Marcelle Ezerzer, President

DEFENDANT MARCELLE EZERZER

DATED: 1-16-2019

By: 
Marcelle Ezerzer

AGREED TO, APPROVED AS TO FORM, AND ACCEPTED

COUNSEL FOR PLAINTIFFS AND CLASS
Nicholas & Tomasevic, LLP

DATED: _____

By: _____
Craig M. Nicholas

Glick Law Group, P.C.

DATED: _____

By: _____
Noam Glick

COUNSEL FOR DEFENDANTS

Weston, Garrou & Mooney

DATED: 1/16/19

By: 
John H. Weston
Attorneys for Defendants