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6 Attorneys for Plaintiff
7 AMBER COYLE

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**

10 AMBER COYLE, as an individual and on
11 behalf of others similarly situated,

12 Plaintiff,

13 vs.

14 MOSAIC SALES SOLUTIONS US
15 OPERATING CO., LLC; and DOES 1
16 through 100,
17 Defendants.

Case No. 19STCV30088

Assigned to Dept. 7, Hon. Amy D. Hogue

**SECOND AMENDED JOINT
STIPULATION RE CLASS ACTION
SETTLEMENT AND RELEASE OF
CLAIMS**

1 Plaintiff Amber Coyle (“Plaintiff”), on behalf of all others similarly situated, and defendant
2 Mosaic Sales Solutions US Operating Co., LLC (“Defendant”) (collectively with Plaintiff, the
3 “Parties”) hereby enter into the following Joint Stipulation re Class Action Settlement and Release of
4 Claims (“Settlement Agreement” or “Agreement”). This Settlement Agreement shall be binding on
5 Plaintiff and Class Members (as defined herein) and on Defendants, subject to the terms and
6 conditions hereof and the approval of the Court.

7 **STIPULATION**

8 **A. DEFINITIONS**

9 1. “Action” means the civil action pending in the Superior Court of the State of California,
10 County of Los Angeles, entitled *Amber Coyle v. Mosaic Sales Solutions US Operating Co., LLC* Case
11 No. 19STCV30988.

12 2. “Class Counsel” means Peter M. Hart of the Law Offices of Peter M. Hart.

13 3. “Class Members” means all persons who worked for Mosaic in California as a brand
14 ambassador and/or product demonstrator at any time between August 27, 2015 and June 30, 2021 (the
15 “Class Period” or “Release Period”).

16 4. “Class Representatives” and “Plaintiff” means Amber Coyle.

17 5. “Court” means the Superior Court of the State of California, County of Los Angeles.

18 6. “Defendant” means Mosaic Sales Solutions US Operating Co., LLC.

19 7. The “Effective Date” means when all of the following events have occurred: (a) the
20 Settlement Agreement has been executed by all Parties, Class Counsel, and Defendant’s Counsel; (b)
21 the Court has given preliminary approval to the Settlement; (c) the Notice has been mailed to the Class
22 Members, providing them with an opportunity to object to the terms of the Settlement or opt out of the
23 Settlement; (d) the Court has held a Final Approval Hearing and entered a Final Approval Order and
24 Judgment; (e) if no timely objections are filed, or if all objections are withdrawn, the date upon which
25 the Court enters an order granting Final Approval of this Settlement Agreement; and (f) in the event
26 there are written objections filed prior to the Final Approval Hearing which are not later withdrawn or
27 denied, the later of the following events: (i) five business days after the period for filing any appeal,
28 writ, or other appellate proceeding opposing the Court’s Final Approval Order and Judgment has

1 elapsed without any appeal, writ, or other appellate proceeding having been filed; or (ii) if any appeal,
2 writ, or other appellate proceeding opposing the Court's Final Approval Order and Judgment has been
3 filed, five business days after any appeal, writ, or other appellate proceedings opposing the Settlement
4 has finally and conclusively dismissed with no right to pursue further remedies or relief.

5 8. "Gross Settlement Amount" means the amount of One Hundred Forty-Eight Thousand
6 Dollars (\$148,000) to be paid by Defendant pursuant to this Settlement. The following payments will
7 be made from the Gross Settlement Amount: 1) the cost of settlement administration (estimated to be
8 approximately \$20,500); 2) the amount of attorney's fees and litigation costs awarded to Class
9 Counsel; 3) the amount of Service Payment awarded to Plaintiff; and 4) settlement benefits to class
10 members who do not exclude themselves from the Settlement.

11 9. "Net Settlement Amount" means the portion of the Gross Settlement Amount remaining
12 after deductions are made for the cost of settlement administration, the amount of attorney's fees and
13 litigation costs awarded to Class Counsel, and the amount of Service Payment awarded to Plaintiffs
14 (estimated to be approximately \$60,000).

15 10. "Notice" means the Notice of Class Action Settlement, substantially in the form
16 attached as Exhibit A, to be mailed out by the Settlement Administrator to Class Members.

17 11. "Notice of Objection" means a Class Member's valid and timely written objection to the
18 Settlement, which must be in writing and include: (a) the case name and number of the Action; (b) the
19 objector's full name, signature, address, and telephone number, and the last four digits of his or her
20 Social Security number, (c) a written statement of all grounds for the objection accompanied by any
21 legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which
22 the objection is based.

23 12. "Parties" means Plaintiff and Defendant.

24 13. "Released Parties" means any former and present parent, subsidiary, and affiliated
25 corporations, and their officers, directors, employees, partners, shareholders and agents, and any other
26 successors, assigns, or legal representatives of Defendant.

27 14. "Request for Exclusion" means a timely letter submitted by a Class Member indicating
28 a request to be excluded from the Settlement. The Request for Exclusion must: (a) contain the case

1 name and number of the Action, (b) be signed by the Class Member, (c) contain the full name, address,
2 telephone number, and the last four digits of the Social Security Number of the Class Member
3 requesting exclusion, (d) clearly state that the Class Member does not wish to be included in the
4 settlement, and (e) be returned by mail to the Settlement Administrator at the specified address,
5 postmarked on or before the Response Deadline. The date of the postmark on the return mailing
6 envelope on the submission will be the exclusive means to determine whether a Request for Exclusion
7 has been timely submitted. A Class Member who does not request exclusion from the settlement will
8 be deemed a Class Member and will be bound by all terms of the Settlement, if the settlement is
9 granted Final Approval by the Court.

10 15. "Response Deadline" means the deadline by which Class Members must submit a
11 Request for Exclusion, objection, and/or dispute of the Workweeks credited to them, which shall be the
12 date that is forty-five (45) calendar days from the initial mailing of the Notice by the Settlement
13 Administrator, unless the 45th day falls on a Sunday or Federal holiday, in which case the Response
14 Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response
15 Deadline may also be extended by express agreement between Class Counsel and Defendant's
16 Counsel. Under no circumstances, however, will the Settlement Administrator have the authority to
17 extend the Response Deadline. In the event that a Notice is re-mailed to a Class Member, the Response
18 Deadline for that Class Member shall be the extended by fifteen (15) calendar days.

19 16. "Settlement" or "Agreement" means this Second Amended Joint Stipulation re Class
20 Action Settlement and Release of Claims.

21 17. "Settlement Administrator" means Atticus Administration, who will perform the duties
22 of (i) conducting address traces to locate Class Members as necessary; (ii) preparing and mailing the
23 Notice of Class Action Settlement, (iii) tracking requests for exclusion; (iv) responding to Class
24 Member inquiries; (v) distributing all payments required by the Settlement; (vi) tax reporting in
25 connection with the Settlement; (vii) setting up a Settlement website, www.mosaicsettlement.com; and
26 (viii) any other duties necessary for administration of the Settlement.

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1 **B. RECITALS**

2 1. Plaintiff asserts class action claims on behalf of approximately 3,100 employees who
3 worked as brand ambassadors and/or product demonstrators (“Brand Ambassadors”) for Defendant in
4 California between August 27, 2015 and June 30, 2021 (the “Class Period”). Plaintiff principally
5 contends that Defendant failed to reimburse Brand Ambassadors, in violation of Labor Code Section
6 2802 and Business and Professions Code Section 17200 et seq., for all their business related mileage
7 expenses and all their business related expenses for the costs of acquiring and using electronic
8 communication devices, including cellular phones, tablets and/or computers.

9 2. Defendant expressly denies the factual allegations in the Complaint. Defendant further
10 denies any liability or wrongdoing of any kind arising out of the conduct alleged in this action.
11 Defendant has concluded that it is desirable to settle this matter on the terms provided in this
12 Agreement to avoid additional expense, inconvenience, and distraction.

13 3. At the outset of litigation, Plaintiff propounded written discovery on Defendant,
14 including document requests and special interrogatories. Before Defendant’s responses to that
15 discovery were due, the parties agreed to suspend formal discovery and participate in a private
16 mediation. The mediation was held before Lisa Klerman on February 26, 2021. Prior to the mediation,
17 Defendant informally provided Plaintiff with its relevant business expense reimbursement policies and
18 other information, including the number of Brand Ambassadors, the number of pay periods they
19 worked, and the number of Brand Ambassadors who had signed arbitration agreements, that allowed
20 Plaintiff to assess the strengths, weaknesses and settlement value of Plaintiff’s claims.

21 4. Despite a full day of arms-length bargaining on February 26, 2021 the parties were
22 unable to reach agreement on the material terms of a settlement at the mediation that day. However,
23 the parties continued to engage in settlement negotiations with the assistance of the mediator and on
24 May 3, 2021 the mediator made a “mediator’s proposal” which the parties accepted. Following
25 negotiation of settlement details, the parties’ class action settlement agreement was formalized as set
26 forth herein and executed by the parties.

27 5. Class Counsel have conducted a thorough investigation into the facts of this case,
28 including the reviewing of relevant documents produced by Defendant and researching the applicable

1 law and potential defenses. Based on their investigation and evaluation, Class Counsel are of the
2 opinion that the Settlement is fair, reasonable, and adequate, and is in the best interest of the Class
3 Members in light of all known facts and circumstances, including Defendant's defenses and financial
4 condition. Defendant agrees that the Settlement is fair, reasonable and adequate.

5 6. The Parties agree that the filing of this Agreement is for Settlement purposes only and
6 if, for any reason, the Settlement is not approved, the Agreement will be of no force or effect. In such
7 event, nothing in the Agreement shall be used or construed by or against any party as a determination,
8 admission, or concession of any issue of law or fact in the Action.

9 **C. TERMS OF SETTLEMENT**

10 1. Gross Settlement Amount: Defendant shall pay the Gross Settlement Amount of One
11 Hundred Forty-Eight Thousand Dollars (\$148,000). The Gross Settlement Amount shall include
12 payments for 1) the cost of settlement administration; 2) the amount of attorney's fees and litigation
13 costs awarded to Class Counsel; 3) the amount of Service Payment awarded to Plaintiff; and 4) the
14 settlement benefits to class members who do not exclude themselves from the Settlement.

15 2. Attorney's Fees and Costs: Defendant will not oppose Class Counsel's application to
16 the Court for an award of up to Forty-Nine Thousand Three Hundred Thirty-Three Dollars and Thirty-
17 Three Cents (\$49,333.33) for attorneys' fees, or an application to the Court for an award of up to
18 Thirteen Thousand Two Hundred Fifty Dollars (\$13,250) for litigation costs, to compensate Class
19 Counsel for the work already performed in this case and all work remaining to be performed in
20 documenting the Settlement, securing Court approval of the Settlement, and ensuring that the
21 Settlement is fairly administered and implemented. The Settlement Administrator will issue to Class
22 Counsel a Form 1099 with respect to their awards of attorneys' fees and costs.

23 3. Service Payment to Class Representative: Defendant will not oppose Plaintiff's request
24 to the Court for an award of up to Five Thousand Hundred Dollars (\$5,000) for her service as Class
25 Representative ("Service Payment") in addition to any payment she may otherwise receive as a Class
26 Member. The Settlement Administrator will issue to Plaintiff a Form 1099 for her Service Payment.

27 4. Distribution to Class Members: Each member of the Class who does not submit a
28 timely request for exclusion from the Settlement shall receive an equal portion of the Net Settlement

1 Amount (i.e., the amount equal to the Net Settlement Amount divided by the number of participating
2 Class Members).

3 5. Non-Reversionary; Cy Pres: The settlement is completely non-reversionary and the
4 entire Net Settlement Amount shall be distributed to Class Members who do not exclude themselves
5 from the Settlement. In the event settlement checks issued to Class Members are not cashed or
6 deposited within 180 days after mailing, the checks shall become null and void and any funds
7 remaining from such uncashed checks shall be disbursed by the Settlement Administrator to the *cy*
8 *pres* beneficiary Bet Tzedek Legal Services, Employee Rights Project, 3250 Wilshire Blvd., 13th
9 Floor, Los Angeles, CA 90010.

10 6. Tax Allocation of Class Member Distributions: The Parties agree that the Settlement
11 payments to Class Members will be treated as expense reimbursement not subject to withholding of
12 payroll taxes. If required by law, the Settlement Administrator shall be responsible for issuing to Class
13 Members a Form 1099 with respect to their settlement benefits.

14 7. Tax Liability: Plaintiff, Class Counsel, Defendant, and Defendant's Counsel do not
15 intend anything contained in this Settlement Agreement to constitute advice regarding taxes or
16 taxability, nor shall anything in this Settlement Agreement be relied on as such. Plaintiff and
17 Settlement Class Members understand and agree that Plaintiff and Settlement Class Members will be
18 solely responsible for correctly characterizing any compensation received under the settlement on
19 his/her personal income tax returns and paying any and all taxes due for any and all amounts paid to
20 them under the settlement.

21 8. Circular 230 Disclaimer: EACH PARTY TO THIS SETTLEMENT AGREEMENT
22 (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY
23 TO THIS SETTLEMENT AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN
24 "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS
25 SETTLEMENT AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE
26 BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS
27 OR WAS INTENDED TO BE, NOR WILL ANY SUCH COMMUNICATION OR DISCLOSURE
28 CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE

1 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART
2 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY
3 UPON HIS, HER OR ITS OWN, INDEPENDENT LEGAL AND TAX COUNSEL FOR ADVICE
4 (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS SETTLEMENT AGREEMENT,
5 (B) HAS NOT ENTERED INTO THIS SETTLEMENT AGREEMENT BASED UPON THE
6 RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY
7 OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
8 DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY
9 TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO
10 ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT
11 PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’S TAX
12 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING)
13 UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR
14 TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION
15 CONTEMPLATED BY THIS SETTLEMENT AGREEMENT.

16 9. Funding and Distribution Dates: Defendant shall remit the Gross Settlement Amount to
17 the Settlement Administrator no later than 14 business days after the Effective Date of the Settlement.
18 As soon as practicable (but in no event later than 7 business days) after receipt of this funding
19 payment, the Settlement Administrator shall make payment of the of all amounts due to be paid under
20 the Settlement.

21 **D. NOTICE, EXCLUSION AND OBJECTION PROCEDURES**

22 1. Within fifteen (15) days following the Court’s entry of an Order Granting Preliminary
23 Approval of the Settlement, Defendant shall provide to the Settlement Administrator a database or
24 spreadsheet listing the name, last known home address and social security number of each Class
25 Member, (the “Class List”).

26 2. Within ten (10) days after receiving the Class List from Defendant, the Settlement
27 Administrator shall send a Notice to each Class Member by first class mail in the form attached as
28 Exhibit A.

1 3. The Settlement Administrator shall use reasonable standard skip tracing devices as
2 necessary to verify the accuracy of all addresses before the initial mailing date to ensure that the Notice
3 is sent to all Class Members at the addresses most likely to result in immediate receipt of those
4 documents. With respect to any returned Notices, the Settlement Administrator shall use reasonable
5 diligence to obtain a current address and re-mail to such address within seven (7) days.

6 4. The Settlement Administrator will provide Defendant's Counsel and Class Counsel a
7 weekly report which certifies: (a) the number of Class Members who have submitted timely and
8 valid Requests for Exclusion or timely and complete Notices of Objection; and (b) the number of
9 undeliverable and re-mailed Notices. Additionally, the Settlement Administrator will provide to
10 counsel for both Parties any updated reports regarding the administration of the Settlement
11 Agreement as needed or requested, and immediately notify the Parties when it receives a request
12 from an individual or any other entity regarding inclusion in the Class and/or settlement.

13 5. Class Members shall have forty-five (45) days from the initial mailing of the Notice by
14 the Settlement Administrator to request exclusion from the Settlement by submitting to the Settlement
15 Administrator a written Request for Exclusion to be excluded from the Settlement. If disputes about
16 the validity or timeliness of any Request for Exclusion arise, the Parties shall meet and confer. If the
17 Parties cannot resolve the dispute, the Court shall make a final and binding determination as to whether
18 the Request for Exclusion shall be deemed valid.

19 6. Class Members who submit a timely and valid Request for Exclusion will not be bound
20 by the release provisions of the Settlement and will not be entitled to receive any settlement benefits
21 under the Settlement.

22 7. If more than 5% of Class Members request exclusion from the Settlement (i.e., opt out),
23 Defendant at its sole option may abrogate the Settlement, in which case the Settlement shall be null
24 and void. Defendant shall exercise this right within ten (10) days after notification by the Settlement
25 Administrator of the total number of Class Members who submitted a valid Request for Exclusion. If
26 Defendant abrogates the Settlement pursuant to this paragraph, Defendant shall pay the Settlement
27 Administrator for the costs of settlement administration prior to receiving notice from Defendant about
28 abrogation of the Settlement.

1 8. Class Members shall have forty-five (45) days from the initial mailing of the Notice
2 Packet by the Settlement Administrator to submit a written Notice of Objections to the Settlement and
3 advise of their desire to appear at the Final Fairness Hearing. The Class Notice shall include specific
4 instructions to Class Members for submitting a Notice of Objection, which must be sent in writing to
5 the Settlement Administrator. However, the Court will hear from any Class Member who attends the
6 Final Fairness Hearing and asks to speak regarding his or her objection, *regardless* of whether a
7 written objection was submitted.

8 9. Upon completion of administration of the settlement, the Settlement Administrator
9 will provide a written declaration under oath to certify such completion to the Court and counsel for
10 all Parties.

11 **E. RELEASE OF CLAIMS**

12 1. Class Members' Released Claims: Each Class Member who does not submit a timely
13 and valid request for exclusion shall, upon the date Defendant fully funds the Settlement, be deemed to
14 have released any and all claims against Defendant and the Released Parties, from any and all claims,
15 rights, demands, liabilities and causes of action under California law based on acts or omissions during
16 the Release Period that were asserted in the Complaint in the Action or that could have been asserted in
17 the Action based on the facts alleged in the Complaint, including claims for damages under Labor
18 Code section 2802 and claims for restitution and injunctive relief pursuant to Business and Professions
19 Code section 17200, *et seq.* based on the alleged failure of Defendant to reimburse Brand Ambassadors
20 for all their business related mileage expenses or all their business related expenses for using or
21 acquiring electronic communication devices, including cellular phones, tablets and/or computers.

22 2. Additional Attorney's Fees Released by Class Counsel: In consideration for an award
23 of attorney's fees, expenses and costs in accordance with this Settlement, Class Counsel irrevocably
24 and forever waive any and all claims to any further attorney's fees and costs in connection with the
25 Action.

26 3. Release by Class Representative: In exchange for receipt for a Service Payment, Class
27 Representative agrees to a general release of all claims, including a waiver of the protections provided
28 in Civil Code § 1542, which provides:

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

7 **F. COURT APPROVAL**

8 1. Plaintiff shall promptly move the Court for the entry of an Order Granting Preliminary
9 Approval of the Settlement.

10 2. In accordance with the Court's Order Granting Preliminary Approval of the Settlement,
11 Plaintiff, after the Settlement Administrator has mailed the Notice to Class Members and the time for
12 Class Members to request exclusion from or make an objection to the Settlement has expired, shall
13 move the Court for the entry of an Order Granting Final Approval of the Settlement. Notice of the
14 Court's Order Granting Final Approval of the Settlement and Judgment shall be given via the
15 Settlement website, www.mosaicsettlement.com.

16 3. This Settlement shall not take effect until the Effective Date, after the Court has entered
17 an order granting final approval of the Settlement and that order has become final after any objections
18 to the Settlement or any appeals from the order granting final approval of the Settlement have been
19 resolved. If for any reason this Settlement is materially modified on appeal, then this Settlement will
20 become null and void, no payment under this Settlement will be made, and the Settlement shall not be
21 used nor be admissible in any subsequent proceeding either in this Court or in any other Court or
22 forum.

23 4. The Parties agree to waive appeals from the Court's order granting final approval of the
24 Settlement with the following exceptions: (1) Plaintiff and/or Defendant may appeal if the Court
25 materially modifies the Settlement; and (2) Plaintiff may appeal if the Court awards attorney's fees and
26 costs or a Service Payment in an amount less than requested by Plaintiff. Any appeal with respect to
27 the amount of attorney's fees and costs or Service Payment shall not affect the finality of the
28

1 Settlement in any other regard or delay the payment of settlement benefits to Class Members or the
2 payment of administration costs to the Settlement Administrator.

3 **G. MISCELLANEOUS**

4 1. The respective signatories to the Settlement represent that they are fully authorized to
5 enter into this Settlement and bind the respective Parties to its terms and conditions.

6 2. The Parties agree to cooperate fully with each other to accomplish the terms of this
7 Settlement, including but not limited to, execution of such documents and to take such other action as
8 may reasonably be necessary to implement the terms of the Settlement. The Parties shall use their best
9 efforts, including all efforts contemplated by this Settlement and any other efforts that may become
10 necessary by order of the Court, or otherwise, to effectuate the terms of this Settlement.

11 3. After entry of judgment pursuant to the Settlement, the Court will have continuing
12 jurisdiction pursuant to Rule 3.769 of the California Rules of Court and Section 664.6 of the
13 California Code of Civil Procedure, for purposes of addressing: (a) the interpretation and
14 enforcement of the terms of the settlement, (b) settlement administration matters, and (c) such post-
15 judgment matters as may be appropriate under court rules or as set forth in this Settlement
16 Agreement.

17 4. The Parties represent, covenant, and warrant that they have not directly or indirectly,
18 assigned, transferred, encumbered, or purported to assign, transfer or encumber to any person or entity
19 any portion of any liability, claim, demand, action, cause of action or right released and discharged in
20 this Settlement.

21 5. Nothing contained in this Settlement shall be construed or deemed an admission of
22 liability, culpability, negligence, or wrongdoing on the part of Defendant, and Defendant denies any
23 such liability. Each of the Parties has entered into this Settlement with the intention to avoid further
24 disputes and litigation with the attendant inconvenience and expenses. This Settlement is a settlement
25 document and shall be inadmissible in evidence in any proceeding, except an action or proceeding to
26 approve, interpret, or enforce its terms.

27 6. This Settlement may be executed in counterparts, and when each party has signed at
28 least one such counterpart, each counterpart shall be deemed an original, and, when taken together with

1 other signed counterparts, shall constitute execution of the Settlement, which shall be binding upon and
2 effective as to all Parties.

3 7. Until the filing of a motion for preliminary approval, the terms of the Settlement shall
4 remain confidential and any remarks about this settlement shall be limited to a statement to the effect
5 that the parties have reached a settlement in principle subject to court approval. This confidentiality
6 clause extends to the parties use of social media people often use to communicate during their daily
7 lives, such as Twitter, Facebook, My Space, blogs and the like. This confidentiality clause, however,
8 shall not operate to restrict the ability of Class Counsel to communicate with any Class Member about
9 the fact or terms of this Settlement.

10 8. The terms of this Settlement Agreement include the terms set forth in any attached
11 exhibits, which are incorporated by this reference as though fully set forth herein. Any exhibits to
12 this Settlement are an integral part of the settlement.

13 9. This Agreement and any attached exhibits constitute the entirety of the Parties'
14 settlement terms. No other prior or contemporaneous written or oral agreements may be deemed
15 binding on the Parties. The Parties expressly recognize California Civil Code § 1625 and California
16 Code of Civil Procedure § 1856(a), which provide that a written agreement is to be construed
17 according to its terms and may not be varied or contradicted by extrinsic evidence, and the Parties
18 agree that no such extrinsic oral or written representations or terms will modify, vary or contradict
19 the terms of this Settlement Agreement.

20 10. The Parties agree to hold in abeyance all proceedings in the Action (including with
21 respect to California Code of Civil Procedure section 583.310), except such proceedings necessary to
22 implement and complete the Settlement Agreement, pending the Final Approval Hearing to be
23 conducted by the Court.

24 11. The Parties may not waive, amend, or modify any provision of this Settlement
25 Agreement except by written agreement signed by counsel for all Parties, and subject to any
26 necessary Court approval. A waiver or amendment of any provision of this Settlement Agreement
27 will not constitute a waiver of any other provision.

28 12. It is agreed that because the members of the Class are so numerous, it is impossible or

1 impractical to have each Class Member execute this Settlement Agreement. The Notice will advise
2 all Class Members of the binding nature of the release as to the Class Members, and the release shall
3 have the same force and effect as if this Settlement Agreement were executed by each Class Member.

4 13. This Settlement Agreement will be binding upon, and inure to the benefit of, the
5 successors or assigns of the Parties hereto, as previously defined.

6 14. All terms of this Settlement Agreement and attached exhibits hereto will be governed
7 by and interpreted according to the laws of the State of California.

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

14 16. Before declaring any provision of this Settlement Agreement invalid, the Court will
15 first attempt to construe the provision as valid to the fullest extent possible consistent with applicable
16 precedents so as to define all provisions of this Settlement Agreement valid and enforceable.

17 Plaintiff agrees to sign this Settlement Agreement and, by signing this Settlement Agreement, is
18 hereby bound by the terms herein.

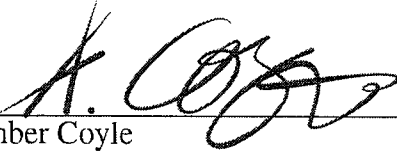
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IT IS SO AGREED.

Plaintiff

Dated: August 1, 2022



Amber Coyle

Defendant

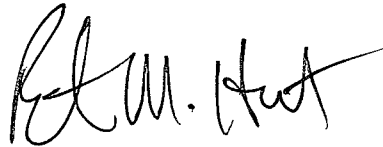
Dated: _____, 2022

[name]
for Mosaic Sales Solutions US Operating Co., LLC

APPROVED AS TO FORM

Dated: 8/11, 2022

LAW OFFICES OF PETER M. HART

By 

Peter M. Hart
Attorneys for Plaintiff

Dated: _____, 2022

LITTLER MENDELSON, A P.C.

By _____
Shiva Shirazi Davoudian
Attorneys for Defendant

4838-5840-4857.2 / 105421-1001

1 **IT IS SO AGREED.**

2
3 **Plaintiff**

4 Dated: _____, 2022

5 _____
Amber Coyle

6
7 **Defendant**

8
9 Dated: 8/3, 2022

10 _____
[name] Rob T. Devine
for Mosaic Sales Solutions US Operating Co., LLC

11 **APPROVED AS TO FORM**

12
13 Dated: _____, 2022

LAW OFFICES OF PETER M. HART

14
15
16 By _____

Peter M. Hart
Attorneys for Plaintiff

17
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19 Dated: August 3, 2022

LITTLER MENDELSON, A P.C.

20
21
22 By _____

Shiva Shirazi Davoudian
Attorneys for Defendant

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Exhibit A

NOTICE OF CLASS ACTION SETTLEMENT

Amber Coyle v. Mosaic Sales Solutions US Operating Co., LLC.
Los Angeles County Superior Court Case No. 19STCV30088

This Notice provides important information about a proposed settlement in the above-referenced class action lawsuit (the “Action”) and your rights to participate in or exclude yourself from the settlement. The Action was brought by Amber Coyle (“Plaintiff”) against Mosaic Sales Solutions US Operating Co., LLC (“Defendant”).

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
DO NOTHING	If you wish to participate in the settlement, you do not need to do anything (see Section C.1). You will be paid your share of the settlement benefits, in exchange for giving up any rights to sue for the Released Claims (see Section E).
EXCLUDE YOURSELF	If you do not wish to participate in the settlement, you will exclude yourself following the procedures described more fully below (see Section C.3). You will waive any right to be paid your share of the settlement benefits and retain any rights to sue for the Released Claims (see Section E), in exchange for giving up any right to object to the Settlement. Your deadline to exclude yourself from the Settlement is [date].
OBJECT	If you disagree with the settlement, you will tell the Court why, following the procedures described more fully below (see Section C.2). The Court may or may not agree with your objection, and you may still be paid your share of the settlement benefits, in which case you will be deemed as having given up any rights to sue for the Released Claims (see Section E). The Court has scheduled the Final Fairness Hearing in this matter for _____, 2022 at ___ in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California (see Section F). However, if you exclude yourself from the Settlement, you may not object. Your deadline to object to the Settlement is [date].

The Court has scheduled the Final Fairness Hearing in this matter for _____, 2022 at ___ in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California. See Section F below for more information.
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Visit www.mosaicsettlement.com for more information and to view settlement documents.

A. Summary Of The Claims

In her Complaint, Plaintiff contends that Defendant failed to reimburse employees who worked as brand ambassadors and/or product demonstrators (“Brand Ambassadors”) for all their business related mileage expenses and all their business related expenses for the costs of acquiring and using electronic communication devices, including cellular phones, tablets and/or computers.

On behalf of herself and other Brand Ambassadors who worked for Defendant, Plaintiff seeks to recover in the Action unpaid expense reimbursement, interest, costs of suit and attorneys' fees.

Defendant denies all of the allegations against it in the Lawsuit, maintains that it complied with all labor laws, and contends that, except for the purposes of settlement, the claims in the Action may not be pursued as a class action. The Court has not decided whether or not Defendant violated any laws or whether any person is entitled to any damages or other relief.

B. Why You Are Receiving This Notice

On [date], the Los Angeles County Superior Court (the "Court") preliminarily approved a settlement of the Lawsuit on behalf of the Class Members. Class Members are all persons who worked for Defendant in California as a Brand Ambassador, at any time between August 27, 2015 and June 30, 2021, (the "Class Period"). According to Defendant's records, you are a Class Member and you have the right to participate in, object to, or exclude yourself from the settlement. This letter explains your legal rights and options with respect to the settlement.

C. The Terms Of The Settlement

Defendant has agreed to pay the Gross Settlement Amount of One Hundred Forty-Eight Thousand Dollars (\$148,000) in exchange for a release of the claims asserted in the Lawsuit. Payments to be made from the Gross Settlement Amount include 1) the cost of settlement administration (estimated to be approximately \$20,500); 2) the amount of attorney's fees (not to exceed \$49,333.33) and litigation costs (not to exceed \$13,250) awarded to Class Counsel; 3) the amount of Service Payment awarded to Plaintiff (not to exceed \$5,000); and 4) settlement benefits to class members who do not exclude themselves from the Settlement. It is estimated that, after deducting the above expenses from the Gross Settlement Amount, the Net Settlement Amount of approximately Sixty Thousand Dollars (\$60,000) will be available for distribution to members of the Settlement Class. Each member of the Class who does not submit a timely request for exclusion from the Settlement shall receive an equal portion of the Net Settlement Amount.

1. Participate in the Settlement

To receive your share of settlement benefits, you need not do anything. As long as you do not exclude yourself from the Settlement, you will receive a share of settlement benefits following final approval of the Settlement.

It is presently expected that the amount of settlement benefit to be received by each participating Class Member is approximately \$20. Depending on the Court's Final Approval Order and the number of class members who participate in the Settlement, the actual amount you will receive if the Court grants final approval of the settlement may vary from the above estimated amount.

It is your responsibility to keep a current address on file with the Settlement Administrator as the Settlement Administrator will mail your payments to the address it has on file for you. So, if you move, please provide the Settlement Administrator your new address. You may provide the Settlement Administrator your new address by e-mailing, mailing, or faxing it to: [insert name and contact information for Settlement Administrator]. You may also

contact Class Counsel and provide him your new address and he will forward it to the Settlement Administrator.

If you do not exclude yourself from the settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Lawsuit or that could have been asserted based on the facts alleged in the Action.

2. Object to the Settlement

As long as you do not exclude yourself from the settlement, you have the right to object to the settlement. The objection must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. An objection must include: (a) the case name and number of the Action; (b) the objector's full name, signature, address, and telephone number, and the last four digits of his or her Social Security number, (c) a written statement of all grounds for the objection accompanied by any legal support for such objection, and (d) copies of any papers, briefs, or other documents upon which the objection is based. The Court will hear from any Class Member who attends the Final Fairness Hearing and asks to speak regarding his or her objection, *regardless* of whether a written objection was submitted.

3. Exclude Yourself from the Settlement

If you wish to exclude yourself from the settlement, you must submit a written request for exclusion. The request for exclusion must be sent by [date] by regular mail to the Settlement Administrator at the following address: [insert name and contact information for Settlement Administrator]. A request for exclusion must: (a) contain the case name and number of the Action, (b) be signed by the Class Member, (c) contain the full name, address, telephone number, and the last four digits of the Social Security Number of the Class Member requesting exclusion, and (d) clearly state that the Class Member does not wish to be included in the settlement.

If you exclude yourself from the settlement, you will not be entitled to recover any settlement benefits or object to the settlement but you will retain the right to bring any claims you have or believe you have against Defendant. If you do not exclude yourself from the settlement, you will upon final approval of the settlement be bound by the release of claims described below and lose the right to sue Defendant for any of the claims asserted against Defendant in the Action or that could have been asserted against Defendant based on the facts alleged in the Action.

E. Release of Claims

Unless you exclude yourself from the settlement, upon the date Defendant fully funds the Settlement, you will be deemed to have released any and all claims against Defendant and the Released Parties, from any and all claims, rights, demands, liabilities and causes of action under California law based on acts or omissions during the Release Period that were asserted in the Complaint in the Action or that could have been asserted in the Action based on the facts alleged in the Complaint, including claims for damages under Labor Code section 2802 and claims for restitution and injunctive relief pursuant to Business and Professions Code section 17200, *et seq.* based on the alleged failure of Defendant to reimburse Brand Ambassadors for all their business

related mileage expenses or all their business related expenses for using or acquiring electronic communication devices, including cellular phones, tablets and/or computers.

F. Final Fairness Hearing

The Court has scheduled a Final Fairness Hearing for _____, 2022 at ____ in Department 7 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California. At the Final Fairness Hearing, the Court will decide whether or not to grant final approval to the settlement. At the Final Fairness Hearing the Court will also decide the amounts of attorney’s fees, litigation costs, and the service payment to award. You have the right to appear at the Final Fairness Hearing and address the Court. You also have the right to retain an attorney, at your own expense, to speak on your behalf. You also have the option to appear at the Final Fairness Hearing by audio or video. Visit <https://www.lacourt.org/> for directions and instructions for remote appearances. Notice of any Court Order Granting Final Approval of the Settlement and Judgment will be given via the Settlement website, www.mosaicsettlement.com.

G. Where to Get More Information

If you want more information about the lawsuit or the settlement, you can contact the attorneys for the Settlement Class at the address, email or telephone number listed below or any other advisor of your choice.

Peter Hart
Law Offices of Peter Hart
12121 Wilshire Boulevard, Suite 525
Los Angeles, CA 90025
Tel: (310) 478-5789
Email: hartpeter@msn.com

You may also obtain more information about the settlement by visiting www.mosaicsettlement.com. You may view and obtain copies of lawsuit related documents in the Court’s file by visiting the Court’s website at lacourt.org

DO NOT CONTACT THE COURT WITH QUESTIONS

4811-1708-7231.1 / 105421-1001