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16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **FOR THE COUNTY OF LOS ANGELES**

18 HAROUTYOUN KIOUDJIAN, an individual,
on behalf of himself and others similarly
19 situated,

20 Plaintiff,

21 vs.

22 BODY VISION JEWELRY, INC., a California
corporation; and DOES 1 through 50, inclusive,

23 Defendants.
24
25
26

Case No.: 20STCV13964

CLASS ACTION

Assigned for All Purposes To:

Judge Ann I. Jones

Dept. 11, Spring Street Courthouse

**CLASS AND PAGA ACTION
SETTLEMENT AGREEMENT AND
RELEASE**

Complaint Filed: April 9, 2020

First Amended Complaint: August 4, 2020

Trial Date: None set.

1 This Class and PAGA Action Settlement Agreement and Release (“Settlement
2 Agreement”) is entered into by and between Plaintiff HAROUTYOUN KIOUDJIAN (hereinafter
3 “Plaintiff”), on behalf of himself and all other similarly situated Settlement Class Members, and
4 Defendants BODY VISION JEWELRY, INC. and DOE 1, which shall be identified as BV & CO
5 (collectively “Defendants”). Subject to the approval of the Court, this Action is hereby being
6 settled pursuant to the terms and conditions set forth in this Settlement Agreement. Plaintiff will
7 file approval documents asking the Court to make and enter judgment, subject to the continuing
8 jurisdiction of the Court as set forth below, and subject to the definitions, recitals, and terms set
9 forth herein which by this reference become an integral part of this Agreement. This Settlement
10 Agreement shall be binding and supplant any and all prior versions of agreements entered into by
11 Plaintiff and Defendants.

12 **DEFINITIONS**

13 1. “Action” means the above captioned action entitled *Kioudjian, et al. v. Body Vision*
14 *Jewelry, Inc., et al.*, Superior Court of the State of California for the County of Los Angeles, Case
15 No. 20STCV13964.

16 2. “Class” or “Class Members” means all individuals employed by Defendants at any
17 time during the period of four years prior to the filing of this lawsuit and ending on the date of
18 preliminary approval (“the Class Period”) and who have been employed as non-exempt, hourly
19 employees at Defendants’ facilities within the State of California.

20 3. “Class Counsel” means David Yeremian & Associates, Inc., and David Yeremian
21 and Alvin B. Lindsay, and United Employees Law Group, PC, and Walter Haines.

22 4. “Class Counsel Award” or “Class Counsel Fees and Costs” means attorneys’ fees
23 for Class Counsel’s litigation and resolution of this Action, and Class Counsel’s expenses and
24 costs incurred in connection with this Action. Class Counsel will request that the Court approve
25 an award of attorneys’ fees in an amount not to exceed 33.3% percent of the Gross Fund Value
26 (i.e. \$91,666.67), as well as actual reasonable litigation costs in an amount not to exceed Eight
27 Thousand Dollars (\$8,000.00) to be confirmed by Plaintiff’s Counsel in connection with final
28 approval. Defendants will not oppose these requests. Class Counsel’s attorneys’ fees and costs

1 will be paid out of the Gross Fund Value. To the extent that the Court approves less than the
2 amount of attorneys' fees or costs that Class Counsel requests, the difference between the
3 requested and awarded amounts will be added to the Net Fund Value for distribution to the
4 Settlement Class.

5 5. "Class Information" means information regarding Class Members that Defendants
6 will in good faith compile from its records and provide to the Settlement Administrator. It shall be
7 formatted as a Microsoft Excel spreadsheet or Microsoft Word Document and shall include: each
8 Class Member's full name; last 4 digits of social security number; last known address; and number
9 of Compensable Workweeks. Defendants will diligently and in good faith compile the Class
10 Information list from its records and provide it to the Settlement Administrator within fourteen
11 (14) calendar days of the Preliminary Approval Date. The Settlement Administrator will then mail
12 the Class Notices to the Class Members by no later than twenty-eight (28) calendar days following
13 the Preliminary Approval Date.

14 6. "Class Member" means each person who is a member of the Class defined above
15 and who is eligible to participate in this Settlement.

16 7. "Class Period" means the period of **April 9, 2016** through the date that the court
17 grants preliminary approval of the class action settlement (i.e., "the Preliminary Approval Date").

18 8. "Class Representative Enhancement and Service Award" means the amount that
19 Class Counsel will request that this Court approve as an enhancement award for distribution to
20 Plaintiff as the named Class Representative for the Settlement Class. Defendants will not oppose
21 this request. The amount of the enhancement award will not exceed Seven Thousand Five
22 Hundred Dollars (\$7,500.00), and will be requested in recognition of Plaintiff's efforts and risks in
23 assisting with the prosecution of the Action and in return for executing a General Release of the
24 Released Claims by Plaintiff. To the extent that the Court approves less than the amount of the
25 enhancement award that Class Counsel requests, the difference between the requested and awarded
26 enhancement will be added to the Net Fund Value for distribution to the Settlement Class.

27 9. "Compensable Workweeks" means a reasonable estimate of weeks worked by
28 Class Members during the Class Period based on Defendants' records and used as a value to

1 calculate Individual Settlement Payments. Workweeks shall include only those weeks an
2 employee was actively employed as a non-exempt employee of Defendants.

3 10. "Complaint" means the First Amended Complaint on file in this Action and the
4 Second Amended Complaint the Parties will stipulate to entry of in connection with this
5 Settlement adding the entity BV & CO. as a named Defendant.

6 11. "Court" means the Superior Court for the County of Los Angeles, State of
7 California.

8 12. "Defendants" means Body Vision Jewelry, Inc. and BV & CO, and their respective
9 past, present, or future parents, subsidiaries, affiliates, predecessors or successors and each of the
10 foregoing entities' respective members, officers, directors, partners, employees, shareholders,
11 agents and any other successors, assigns or legal representatives.

12 13. "Effective Date" means the date the Court enters an order granting final approval
13 and enters a Final Judgment, if no objections are filed to the Settlement. If objections are filed and
14 overruled, and no appeal is taken of the final approval order, then the effective date of final
15 approval will be sixty-five (65) calendar days after the trial court enters a Final Judgment. If an
16 appeal is taken from the Court's overruling of objections to the settlement, then the effective date
17 of will be thirty (30) calendar days after the appeal is withdrawn or after an appellate decision
18 affirming the Final Judgment becomes final. No money will be distributed unless and until the
19 effective date of final approval occurs.

20 14. "Final Judgment" means the Court's Final Judgment to be entered concurrently
21 with the Court's Order granting final approval to the Settlement.

22 15. "Gross Fund Value" means the non-reversionary payment of Two Hundred and
23 Seventy Five Thousand Dollars (\$275,000.00) that Defendants will provide to the Settlement
24 Administrator to fund the settlement of this Action, and includes the Class Counsel Award,
25 Settlement Administration Costs, payment to the Labor and Workforce Development Agency
26 ("LWDA") for the alleged PAGA penalties, and the Class Representative Enhancement and
27 Service Award. The third-party administrator will also calculate the total amount of wages paid to
28 the settlement class members and will inform the parties of Defendants' share of the payroll taxes,

1 which shall also be deducted from the Gross Fund Value. The remaining amount is the Net
2 Settlement Fund, from which the Administrator will pay all individual settlement payments to the
3 Settlement Class Members.

4 16. "Individual Settlement Payment" means the amount payable from the Net
5 Settlement Fund to each Settlement Class Member, less employee portions of state and federal
6 withholding taxes, including FICA, FUTA and SDI contributions and any other applicable payroll
7 deductions required by law as a result of the payment of the amount allocated to such Class
8 Members under the terms of this Settlement.

9 17. "LWDA" means the California Labor and Workforce Development Agency.

10 18. "Net Fund Value" means the Gross Fund Value, less Court-approved Settlement
11 Administration Costs, Attorneys' Fees and Costs, the Class Representative Enhancement Award,
12 the 25% portion of the PAGA Penalties payable to the Settlement Class Members, and
13 Defendants' share of the payroll taxes. Each Class Member who fails to opt out will be entitled,
14 provisionally, to a share or shares of the Net Fund Value, which shall be a fixed proportional
15 amount of the Net Fund Value per workweek.

16 19. "Notice of Class Settlement" or "Class Notice" means the notice, substantially in
17 the form attached as **Exhibit 1**, approved by the Parties and subject to Court approval that the
18 Settlement Administrator will mail to each Class Member explaining the terms of this Settlement
19 Agreement and the settlement process.

20 20. "Parties" means Plaintiff and Defendants, collectively, and "Party" shall mean
21 either Plaintiff or Defendants, individually.

22 21. "Payment Ratio" means the respective Compensable Workweeks for each
23 Settlement Class Member divided by the total Compensable Workweeks for all Settlement Class
24 Members.

25 22. "Plaintiff" means Haroutyoun Kioudjian.

26 23. "Preliminary Approval Date" means the date, if any, upon which the Court issues
27 an Order granting preliminary approval of the Settlement set forth in this Settlement Agreement.

1 24. “Request for Exclusion” refers to a timely letter submitted by a Class Member
2 setting forth the individual’s name, present address, telephone number, and a clear statement by
3 the Class Member electing to be excluded from the Settlement. The letter must be signed and
4 submitted by the Class Member to the Settlement Administrator at the specified address indicated
5 in the Class Notice. A Request for Exclusion must be postmarked on or before the exclusion
6 deadline. The date of the postmark shall be the exclusive means to determine whether a Request
7 for Exclusion has been timely submitted. A Class Member who does not request exclusion from
8 the Settlement shall be deemed a Settlement Class Member and will be bound by all terms of the
9 Settlement, when the Settlement is granted final approval by the Court.

10 25. “Released Claims by Plaintiff” or “the Plaintiff’s Released Claims” means the
11 following: Plaintiff, as the named Class Representative, agrees to further release the Released
12 Parties from any and all claims, demands, rights, liabilities, and/or causes, of any form
13 whatsoever, arising under federal, state or local wage-and-hour laws, rules, or regulations, whether
14 known or unknown, unforeseen, unanticipated, unsuspected or latent, that have been or could have
15 been asserted by Plaintiff, or the heirs, successors and/or assigns of Plaintiff, whether directly,
16 indirectly, representatively, derivatively or in any other capacity, arising at any time prior to the
17 date that the court grants preliminary approval of the class action settlement. This release
18 expressly excludes any workers’ compensation claim that Plaintiff may have.

19 a. As to the Plaintiff’s Released Claims only, Plaintiff expressly waives all rights and
20 benefits under the terms of section 1542 of the California Civil Code. Section 1542 reads
21 as follows: “A general release does not extend to claims that the creditor or releasing party
22 does not know or suspect to exist in his or her favor at the time of executing the release and
23 that, if known by him or her, would have materially affected his or her settlement with the
24 debtor or released party.”

25 b. Notwithstanding the provisions of section 1542, and for the purpose of
26 implementing a full and complete release and discharge of all of their Released Claims,
27 Plaintiff expressly acknowledges that this Settlement is intended to include in its effect,
28 without limitation, all Released Claims which Plaintiff does not know or suspect to exist in

1 his favor at the time of execution hereof, and that the Settlement contemplates the
2 extinguishment of all such Released Claims.

3 26. "Released Claims by Settlement Class Members" means as follows: Aside from
4 those who submit a valid and timely request for exclusion from the settlement, as of the Effective
5 Date, Plaintiff and each member of the Settlement Class releases the Released Parties from any
6 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
7 damages, action or causes of action contingent or accrued for, arising out of the allegations and
8 claims asserted in the Complaint, including without limitation to, any and all claims for alleged
9 unpaid wages (including but not limited to minimum wage, failure to pay overtime, vacation, and
10 final pay upon termination), misclassification leading to unpaid wages and overtime, alleged
11 unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties
12 under the California Labor Code or, reimbursement of business expenses, and claims for
13 restitution and other equitable relief under Business & Professions Code (including Section 17200
14 *et seq.*), liquidated damages, punitive damages, or penalties; and any other benefit claimed on
15 account of the allegations asserted in Complaint. This release shall apply to all claims arising at
16 any point between **April 9, 2016** and the date that the court grants preliminary approval of the
17 class action settlement.

18 27. "Released Parties" collectively mean: Defendants and any parent, subsidiary,
19 affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys
20 thereof.

21 28. "Response Deadline" means the date forty-five (45) calendar days after the
22 Settlement Administrator mails the Class Notice to Class Members and the last date on which
23 Class Members may: (a) submit a Request for Exclusion; (b) submit an objection to the
24 Settlement; or (c) dispute the information contained in the Class Notice.

25 29. "Settlement" means the disposition of the Action pursuant to this Agreement.

26 30. "Settlement Administration Costs" means the amount to be paid to the Settlement
27 Administrator from the Gross Settlement Fund for administration of this Settlement. The
28

1 Settlement Administrator, ILYM Group, Inc., has provided a not to exceed administration
2 quotation of \$10,000.00, and the Settlement Administration Costs will therefore be \$10,000.00.

3 31. "Settlement Administrator" means ILYM Group, Inc. Should a conflict of interest
4 or other issue lead to the disqualification of the selected Settlement Administrator, the Parties will
5 meet and confer as to a suitable replacement.

6 32. "Settlement Class" or "Settlement Class Members" means all Class Members who
7 have not opted out of the Class by submitting a timely Request for Exclusion.

8 33. "Summary of Workweeks and Estimated Payment" is the information that will be
9 included in the Class Notice that is sent to each Class Member that sets forth the number of
10 Compensable Workweeks that Class Member worked as a non-exempt employee for Defendants
11 in California during the Class Period, and the estimated payment he or she will receive.

12 **RECITALS**

13 34. The Action was first commenced by Plaintiff in the Los Angeles County Superior
14 Court on **April 9, 2020** (Case No. 20STCV13964); a first amended complaint was filed on **August**
15 **4, 2020**, which has been the operative complaint on file in this Action. In connection with the
16 Settlement, the Parties will stipulate to filing of a Second Amended Complaint adding BV & CO
17 as a named Defendant. Plaintiff shall file with the California Labor Workforce & Development
18 Agency ("LWDA") a new or amended PAGA claim notice, adding BV & CO, as an additional
19 defendant employer, to his alleged PAGA claims in this action.

20 35. The Parties have conducted significant investigation of the facts and law during the
21 prosecution of this Action. Such discovery and investigation includes but is not limited to the
22 exchange of relevant documents, the agreement to Class numbers, and the production and analysis
23 of detailed time and payroll records for Plaintiff and Class Members and financial records for
24 Defendants. Furthermore, counsel for the Parties have investigated the law as applied to the facts
25 discovered regarding the alleged claims of Plaintiff and the potential defenses thereto.

26 36. The Parties participated in a private mediation session with class action mediator,
27 William Kampf, on **September 17, 2020**. The Parties agreed the general terms for resolution of a
28 proposed class action settlement that would fully resolve this matter, subject to Court approval,

1 and executed a Memorandum of Understanding (“MOU”) to that end. In accordance with their
2 MOU, the Parties stipulated to add BV & CO as a named Defendant, which they will ask the
3 Court to grant. Plaintiff shall file with the California Labor Workforce & Development Agency
4 (“LWDA”) a new or amended PAGA claim notice, adding BV & CO, as an additional defendant
5 employer, to his alleged PAGA claims in this action.

6 37. Benefits of Settlement to Class Members. Plaintiff and Class Counsel recognize
7 the expense and length of continued proceedings necessary to litigate their disputes through trial
8 and through any possible appeals. Plaintiff has also taken into account the uncertainty and risk of
9 the outcome of further litigation, and the difficulties and delays inherent in such litigation.
10 Plaintiff and Class Counsel are also aware of the burdens of proof necessary to establish liability
11 for the claims asserted in the Action, both generally and in response to Defendants’ defenses
12 thereto, and the difficulties in establishing damages for the Settlement Class Members. Plaintiff
13 and Class Counsel have also taken into account Defendants’ agreement to enter into a settlement
14 that confers substantial relief upon the members of the Settlement Class. Based on the foregoing,
15 Plaintiff and Class Counsel have determined that the Settlement set forth in this Settlement
16 Agreement is a fair, adequate, and a reasonable settlement, and is in the best interests of the
17 Settlement Class Members.

18 38. Defendants’ Reasons for Settlement. Defendants have concluded that any further
19 defense of this litigation would be protracted and expensive for all Parties. Substantial amounts of
20 Defendants’ time, energy, and resources have been and, unless this Settlement is completed, will
21 continue to be devoted to the defense of the claims asserted by Plaintiff. Defendants have also
22 taken into account the risks of further litigation in reaching its decision to enter into this
23 Settlement. Even though Defendant continues to contend it is not liable for any of the claims
24 alleged by Plaintiff in this Action, Defendants have agreed, nonetheless, to settle in the manner
25 and upon the terms set forth in this Agreement to put to rest the claims in this Action. As to the
26 Released Claims, Defendants deny and continue to deny each of those claims. Defendants have
27 repeatedly asserted and continue to assert defenses thereto, and have expressly denied and
28

1 continue to deny any wrongdoing or legal liability arising out of any of the facts or conduct
2 alleged in the Action.

3 **STIPULATION AND AGREEMENT**

4 39. NOW THEREFORE, in consideration of the mutual covenants, promises, and
5 agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

6 40. It is agreed by and among Plaintiff and Defendants that this Settlement shall bind
7 the Class Representative, Settlement Class Members, and Defendants, subject to the terms and
8 conditions hereof. Subject to the Court's approval, Plaintiff and Settlement Class Members
9 release Defendants from the Released Claims by Settlement Class Members for the Class Period,
10 as of the Effective Date.

11 41. Circular 230 Disclaimer. Each Party to this Agreement (for purposes of this
12 section, the "acknowledging party" and each Party to this Agreement other than the
13 acknowledging party, an "other party") acknowledges and agrees that (1) no provision of this
14 Agreement, and no written communication or disclosure between or among the Parties or their
15 attorneys and other advisers, is or was intended to be, nor shall any such communication or
16 disclosure constitute or be construed or be relied upon as, tax advice within the meaning of United
17 States Treasury Department Circular 230 (31 CFR Part 10, as amended); (2) the acknowledging
18 party (a) has relied exclusively upon his, her, or its own, independent legal and tax counsel for
19 advice (including tax advice) in connection with this Agreement, (b) has not entered into this
20 Agreement based upon the recommendation of any other party or any attorney or advisor to any
21 other party, and (c) is not entitled to rely upon any communication or disclosure by any attorney or
22 adviser to any other party to avoid any tax penalty that may be imposed on the acknowledging
23 party; and (3) no attorney or adviser to any other party has imposed any limitation that protects the
24 confidentiality of any such attorney's or adviser's tax strategies (regardless of whether such
25 limitation is legally binding) upon disclosure by the acknowledging party of the tax treatment or
26 tax structure of any transaction, including any transaction contemplated by this Agreement.

27 42. Class Certification. The parties stipulate to class certification for purposes of
28 settlement only. Defendant contends that the facts do not justify class certification under the

1 governing legal standards. The trial court has not ruled on class certification in the underlying
2 litigation. Consequently, a “Settlement Class” has been established for purposes of administration
3 and resolution of this matter only. It is not, and it should not be construed as, any admission of fact
4 or law in this matter or any other matter that class certification is appropriate. If the Court does not
5 grant either preliminary or final approval of this settlement, then the parties revert to their previous
6 positions and Defendants will not stipulate to class certification.

7 43. Preliminary Approval of Settlement. Plaintiff will move the Court to grant
8 preliminary approval of this class action Settlement for settlement purposes only, certifying the
9 Settlement Class for settlement purposes only, and setting a date for a final approval hearing.
10 Both Parties agree to work diligently and cooperatively to have this matter presented to the Court
11 for preliminary approval as efficiently as possible.

12 44. Release of Claims by Plaintiff. Pursuant to this Agreement, Plaintiff releases the
13 “Released Claims by Plaintiff” as of the Effective Date.

14 45. Release of Claims by Settlement Class Members. Pursuant to this Agreement,
15 Settlement Class Members release the “Released Claims by Settlement Class Members” as of the
16 Effective Date.

17 46. Settlement Administration. Defendants will diligently and in good faith compile
18 the Class Information list from its records and provide it to the Settlement Administrator within
19 fourteen (14) calendar days of the Preliminary Approval Date.

20 47. Notice by First Class U.S. Mail. Upon receipt of the Class Information, the
21 Settlement Administrator will perform a search based on the National Change of Address
22 Database to update and correct any known or identifiable address changes. The Settlement
23 Administrator will then mail the Class Notices via regular First Class U.S. Mail to the Class
24 Members by no later than twenty-eight (28) calendar days following the Preliminary Approval
25 Date. The Settlement Administrator shall exercise its best judgment to determine the current
26 mailing address for each Class Member. The address identified by the Settlement Administrator as
27 the current mailing address shall be presumed to be the best mailing address for each Class
28 Member.

1 a. Undeliverable Notices. Any Class Notice returned to the Settlement
2 Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the
3 forwarding address affixed thereto within ten (10) calendar days of determining that a Notice was
4 undeliverable. If no forwarding address is provided, the Settlement Administrator shall promptly
5 attempt to determine a correct address by use of skip-tracing, or other search using the name,
6 address and/or last four digits of the Social Security number of the Class Member involved, and
7 shall then perform a re-mailing, if another mailing address is identified by the Settlement
8 Administrator. Class Members who receive a re-mailed Notice of Class Settlement and Summary
9 Sheet shall have their Response Deadline extended ten (10) calendar days from the original
10 Response Deadline.

11 b. Disputes Regarding Individual Settlement Payments. Class Members will
12 have the opportunity, should they disagree with Defendants' records regarding the dates of
13 employment or other information on their Summary of Workweeks and Estimated Payment
14 included in the Class Notice, to provide documentation and/or an explanation to show contrary
15 information by the Response Deadline. If there is a dispute, the Settlement Administrator will
16 consult with the Parties to determine whether an adjustment is warranted. The Settlement
17 Administrator shall then determine the eligibility for, and the amounts of, any Individual
18 Settlement Payments under the terms of this Agreement. The Settlement Administrator's
19 determination of the eligibility for and amount of any Individual Settlement Payment shall be
20 binding upon the Class Member and the Parties. In the absence of circumstances indicating fraud,
21 manipulation or destruction, Defendants' records will be given a rebuttable presumption of
22 accuracy.

23 c. Disputes Regarding Administration of Settlement. Any disputes not
24 resolved by the Settlement Administrator concerning the administration of the Settlement will be
25 resolved by the Court, under the laws of the State of California. Prior to any such involvement of
26 the Court, counsel for the Parties will confer in good faith to resolve the disputes without the
27 necessity of involving the Court.

1 d. Exclusions. The Notice of Class Settlement shall state that Class Members
2 who wish to exclude themselves from the Settlement must mail to the Settlement Administrator a
3 Request for Exclusion by the Response Deadline. The Request for Exclusion: (1) must contain the
4 name, address, and telephone number of the person requesting exclusion, as well as a clear
5 statement by the Class Member electing to be excluded; (2) must be signed by the Class Member;
6 and (3) must be postmarked by the Response Deadline. The date of the postmark on the return
7 mailing envelope on the Request for Exclusion shall be the exclusive means used to determine
8 whether it has been timely submitted. The Request for Exclusion will be deemed invalid if it does
9 not contain the Class Member's name, address and telephone number, as well as a clear statement
10 by the Class Member electing to be excluded, and the Class Member's signature. Any Class
11 Member who requests to be excluded from the Settlement Class will not be entitled to any
12 recovery under the Settlement and will not be bound by the terms of the Settlement or have any
13 right to object, appeal or comment thereon. Class Members who receive a Notice of Class
14 Settlement but fail to submit a valid and timely Request for Exclusion on or before the Response
15 Deadline shall be bound by all terms of the Settlement and any Final Judgment entered in this
16 Action. The Settlement Administrator shall provide the Parties with regular updates regarding the
17 status of any requests for exclusion.

18 e. Objections. The Notice of Class Settlement shall state that Class Members
19 who wish to object to the Settlement must mail to the Settlement Administrator a written statement
20 of objection ("Notice of Objection") by the Response Deadline. The date of the postmark on the
21 return mailing envelope on the Notice of Objection shall be the exclusive means used to determine
22 whether the Objection has been timely submitted. The Settlement Administrator will notify all
23 Parties of any objection within five (5) business days of receipt of the Objection. Plaintiff will file
24 any such Objection(s) with the Court in advance of the Final Approval Hearing. The Notice of
25 Objection must be signed by the Class Member and state: (1) the full name of the Class Member;
26 (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class
27 Member intends to appear at the final approval hearing; and (5) any legal briefs, papers or
28 memoranda the objecting Class Member proposes to submit to the Court. Class Members who fail

1 to make objections in the manner specified above shall be deemed to have waived any objections
2 and shall be foreclosed from making any objections (whether by appeal or otherwise) to the
3 Settlement. Class Members who submit a timely Notice of Objection will have a right to appear at
4 the final approval hearing in order to have their objections heard by the Court. At no time shall
5 any of the Parties or their counsel seek to solicit or otherwise encourage Class Members to file or
6 serve written objections to the Settlement or appeal from the Order granting final approval and/or
7 Final Judgment. Class Counsel shall not represent any Class Members with respect to any such
8 Objections.

9 f. The Parties have the right to monitor and review administration of the
10 Settlement to verify that the monies allocated to the Settlement Class are distributed in a correct
11 amount.

12 g. The Parties agree to use their best efforts to carry out the terms of this
13 Settlement. At no time shall any of the Parties or their counsel seek to solicit or otherwise
14 encourage Class Members to submit either written objections to the Settlement or requests for
15 exclusion from the Settlement, or to appeal from the Court's Final Judgment.

16 48. Funding Gross Settlement Fund. This is a non-reversionary Settlement in which
17 Defendants are required to pay the entire Gross Settlement Fund. No portion of the Gross Fund
18 Value will revert to Defendants. Any employer payroll taxes owed as a result of this Settlement
19 Agreement shall be paid from the Gross Settlement Fund. Within thirty (30) calendar days of the
20 Effective Date, Defendants will deposit money, in an amount equal to the Gross Fund Value, to
21 pay (1) the Settlement Class per the terms of the final settlement agreement, and (2) court
22 approved attorneys' fees and costs, administration costs, and the enhancement payment, and (3)
23 PAGA penalties to be paid to the Labor Workforce Development Agency ("LWDA") into an
24 interest-bearing account, through the Settlement Administrator. Any interest accrued will be
25 distributed to the Settlement Class except that if final approval is reversed on appeal, then
26 Defendants are entitled to prompt return of the principal and all interest accrued.

27 49. Allocation of Settlement. Individual Settlement Payments will be paid from the
28 Net Settlement Amount and shall be paid pursuant to the settlement formula set forth herein.

1 Individual Settlement Payments shall be mailed by the Settlement Administrator by regular First
2 Class U.S. Mail to Settlement Class Members' last known mailing address within forty-five (45)
3 calendar days after the Effective Date of the settlement. Each Class Member who fails to opt out
4 will be entitled, provisionally, to a share or shares of the Net Fund Value, which shall be a fixed
5 proportional amount of the Net Fund Value per workweek.

6 a. Defendants and the Settlement Administrator will calculate the total
7 Compensable Workweeks for all Settlement Class Members. The respective Compensable
8 Workweeks for each Settlement Class Member will be divided by the total Compensable
9 Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement
10 Class Member. Each Settlement Class Member's Payment Ratio is then multiplied by the Net
11 Settlement Amount to determine his or her Individual Settlement Payment. Workweeks shall
12 include only those weeks an employee was actively employed as a non-exempt employee with
13 Defendants during the Class Period. Defendants' payroll records shall control, but Class Members
14 will have the right to challenge their number of workweeks. The parties will work together in good
15 faith with the Settlement Administrator to resolve any disputes regarding workweeks.

16 b. Payments to the class will be allocated 33% wages and 67% interest and
17 penalties. Class members will be responsible for paying any personal income taxes owed on the
18 amounts they receive. The Administrator will issue Form W2s to the Class members for wage
19 payments and Form 1099s for allocated funds to penalties and interest.

20 c. Checks issued to Settlement Class Members pursuant to this Agreement
21 shall remain negotiable for One Hundred Eighty (180) calendar days. Any settlement checks that
22 are not claimed or not negotiated within 180 calendar days after the distribution of Individual
23 Settlement Payments to Settlement Class Members shall be void and the funds not disbursed as a
24 result, and will instead be paid to the State Controller's Office Unclaimed Property Fund to be
25 held in the name of the Class Member and in accordance with the procedures set forth in Code of
26 Civil Procedure section 1520.

1 d. Certification By Settlement Administrator. Upon completion of
2 administration of the distributions, the Settlement Administrator shall provide written certification
3 of such completion to the Court and counsel for all Parties.

4 e. Settlement Awards Do Not Trigger Additional Benefits. All monies
5 received by Settlement Class Members shall be deemed to be income to such Settlement Class
6 Members solely in the year in which such awards actually are received by the Settlement Class
7 Members. It is expressly understood and agreed that the receipt of such Settlement Awards will
8 not entitle any Settlement Class Member to additional compensation or benefits under any
9 company compensation or benefit plan or agreement in place during the period covered by the
10 Settlement, nor will it entitle any Settlement Class Member to any increased pension and/or
11 retirement, or other deferred compensation benefits. It is the intent of this Settlement that any
12 Settlement Awards provided for in this Agreement are the sole payments to be made by
13 Defendants to the Settlement Class Members in connection with this Settlement, and that the
14 Settlement Class Members are not entitled to any new or additional compensation or benefits as a
15 result of having received the Settlement Awards (notwithstanding any contrary language or
16 agreement in any benefit or compensation plan document that might have been in effect during the
17 period covered by this Settlement).

18 f. Class Representative Enhancement and Service Award. Class Counsel will
19 request that the Court approve an enhancement award for distribution to Plaintiff as the named
20 Class Representative for the Settlement Class. Defendants will not oppose this request. The
21 amount of the enhancement award will not exceed Seven Thousand Five Hundred Dollars
22 (\$7,500.00). At the time of execution of the settlement agreement, Plaintiff will sign a full release
23 of all claims against Defendants, i.e. the Released Claims by Plaintiff. Defendants agree not to
24 oppose or object to a Class Representative Enhancement and Service Award of up to \$7,500.00 to
25 Plaintiff, subject to Court approval. The Class Representative Service Award shall be paid to
26 Plaintiff no later than forty-five (45) calendar days following the Effective Date. The Settlement
27 Administrator shall issue an IRS Form 1099 – MISC to Plaintiff in connection with the Class
28 Representative Service Award. Plaintiff shall be solely and legally responsible to pay any and all

1 applicable taxes on his Class Representative Service Award and shall hold harmless Defendants
2 and Class Counsel from any claim or liability for taxes, penalties, or interest arising as a result of
3 the Class Representative Service Awards. Any amount requested by Plaintiff for the Class
4 Representative Enhancement and Service Award not granted by the Court shall return to the Net
5 Fund Value and be distributed as provided in this Agreement.

6 g. Class Counsel Award of Attorneys' Fees and Costs. Class Counsel will
7 request that the Court approve an award of attorneys' fees in an amount not to exceed 33.3%
8 percent of the Gross Fund Value (i.e. \$91,666.67), as well as actual reasonable litigation costs in
9 an amount not to exceed Eight Thousand Dollars (\$8,000.00) to be confirmed by Plaintiff's
10 Counsel in connection with final approval. Defendants will not oppose these requests. Class
11 Counsel's attorneys' fees and costs will be paid out of the Gross Fund Value. To the extent that
12 the Court approves less than the amount of attorneys' fees or costs that Class Counsel requests, the
13 difference between the requested and awarded amounts will be added to the Net Fund Value for
14 distribution to the Settlement Class. Court approved Attorneys' Fees and Costs shall be paid by
15 the Administrator to Class Counsel no later than forty-five (45) calendar days following the
16 Effective Date. Class Counsel shall be solely and legally responsible to pay all applicable taxes on
17 the payment made pursuant to this paragraph. The Settlement Administrator shall issue an IRS
18 Form 1099 – MISC to Class Counsel for the payments made pursuant to this paragraph. This
19 Settlement is not contingent upon the Court awarding Class Counsel any particular amount in
20 attorneys' fees and costs.

21 h. Settlement Administration Costs. The Settlement Administrator shall be
22 paid for the costs of administration of the Settlement from the Gross Fund Value no later than
23 forty-five (45) calendar days following the Effective Date. The costs of administration for the
24 disbursement of the Gross Fund Value shall not exceed \$10,000.00. The Settlement Administrator,
25 on Defendants' behalf, shall have the authority and obligation to make payments, credits and
26 disbursements, including payments and credits in the manner set forth herein, to Settlement Class
27 Members calculated in accordance with the methodology set out in this Agreement and orders of
28 the Court. The Parties agree to cooperate in the Settlement Administration process and to make all

1 reasonable efforts to control and minimize the cost and expenses incurred in administration of the
2 Settlement.

3 1. The Parties each represent they do not have any financial interest in
4 the Settlement Administrator or otherwise have a relationship with the Settlement Administrator
5 that could create a conflict of interest.

6 2. The Settlement Administrator shall be responsible for: processing
7 and mailing payments to Plaintiff, Class Counsel, the LWDA, and Settlement Class Members;
8 performing any translations required for the Class Notice, printing, and mailing the Class Notice
9 and tax forms to Class Members if directed by the Court; receiving and reporting the requests for
10 exclusion and objections submitted by Class Members; providing declaration(s) as necessary in
11 support of preliminary and/or final approval of this Settlement; and other tasks as the Parties
12 mutually agree or the Court orders the Settlement Administrator to perform. The Settlement
13 Administrator shall keep the Parties timely apprised of the performance of all Settlement
14 Administrator responsibilities.

15 i. Payment to the LWDA. The Parties allocate Ten Thousand Dollars
16 (\$10,000.00) to PAGA penalties the Labor Code Private Attorneys General Act of 2004, with 75%
17 of this amount to be paid directly to the LWDA (\$7,500.00) and 25% of this amount (\$2,500.00)
18 to be included in the Net Fund Value and paid to the Settlement Class. This PAGA Payment is
19 made pursuant to Labor Code section 2699(i), and shall also be paid within forty-five (45)
20 calendar days of the Effective Date.

21 j. No person shall have any claim against Defendants, Defendants' Counsel,
22 Plaintiff, Settlement Class Members, Class Counsel, or the Settlement Administrator based on
23 distributions and payments made in accordance with this Agreement.

24 50. Plaintiff and all Settlement Class Members shall be enjoined from filing or
25 prosecuting any other cases, claims, suits or administrative proceedings (including filing claims
26 with the Division of Labor Standards Enforcement of the California Department of Industrial
27 Relations) regarding claims released by the Settlement unless and until such Class Members have
28 served valid and timely Requests for Exclusion with the Settlement Administrator.

1 51. Final Settlement Approval Hearing and Entry of Final Judgment. Upon expiration
2 of the Response Deadline, with the Court's permission, a final approval hearing shall be
3 conducted to determine final approval of the Settlement along with the amount properly payable
4 for: (i) the Class Counsel Award; (ii) the Class Representative Enhancement and Service Award;
5 (iii) payment to the LWDA; and (iv) the Settlement Administration Costs.

6 52. Class Size Differential. Additionally, the parties estimate that there are currently
7 approximately 94 Class Members. If the number of Class members increases by more than 10%
8 (i.e. more than 10 additional Class Members), then Defendants agree to increase the Total
9 Settlement Amount in an amount that is proportional to the increase beyond 10%.

10 53. Nullification of Settlement Agreement. In the event: (i) the Court does not enter
11 the Order for preliminary approval of the Settlement; (ii) the Court does not finally approve the
12 Settlement; (iii) the Court does not enter a Final Judgment as provided herein; or (iv) the
13 Settlement does not become final for any other reason, this Settlement Agreement shall be null
14 and void and any order or judgment entered by the Court in furtherance of this Settlement shall be
15 treated as void from the beginning. All signatories and their counsel must not encourage opt-outs.
16 Counsel for the Class Members and Defendants specifically agree not to solicit opt-outs, directly
17 or indirectly, through any means. Defendants also retain the right, in the exercise of their sole
18 discretion, to nullify the settlement within thirty (30) calendar days after expiration of the opt out
19 period if ten percent (10%) or more of Class Members opt out of this Settlement.

20 54. Notice of Final Judgment. Notice of final judgment will be given to the Class by
21 posting notice to the case website maintained by the Settlement Administrator.

22 55. No Effect on Employee Benefits. Amounts paid to Plaintiff or other Settlement
23 Class Members pursuant to this Agreement shall be deemed not to be pensionable earnings and
24 shall not have any effect on the eligibility for, or calculation of, any of the employee benefits (e.g.,
25 vacations, holiday pay, retirement plans, etc.) of Plaintiff or Settlement Class Members.

26 56. No Admission by Defendants. Defendants deny any and all claims alleged in this
27 Action and deny all wrongdoing whatsoever. This Agreement is not a concession or admission,
28

1 and shall not be used against Defendants as an admission or indication with respect to any claim of
2 any fault, concession, or omission by any Defendant.

3 57. Exhibits and Headings. The terms of this Agreement include the terms set forth in
4 any attached Exhibits, which are incorporated by this reference as though fully set forth herein.
5 Any Exhibits to this Agreement are an integral part of the Settlement. The descriptive headings of
6 any paragraphs or sections of this Agreement are inserted for convenience of reference only and
7 do not constitute a part of this Agreement.

8 58. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the
9 Action, except such proceedings necessary to implement and complete the Settlement, in abeyance
10 pending the Final Approval Hearing to be conducted by the Court.

11 59. Publicity. While the Parties understand that the fact of this settlement will be of
12 public record in the Courts, the Parties also understand that Defendants wish to keep it as
13 confidential as possible. Accordingly, Plaintiff agrees not to publicize this settlement in any way,
14 including but not limited to communications with other class members by text, social media, or
15 otherwise; any representations to the public about this settlement, or his role as Class Plaintiff, or
16 his Enhancement Award. Class Counsel also agrees not to publicize this settlement in any way,
17 including but not limited to naming Defendants on their firms' or individual attorneys' websites,
18 or in any firm or attorney promotional materials, notice of settlement periodicals, or social media
19 posts; and communications about this settlement involving Defendants' name with any media
20 outlet or social media platform. Nothing in this provision shall prevent Class Counsel from
21 communicating with Class Members to effectuate the settlement or from including information
22 about the lawsuit in future applications for attorneys' fees.

23 60. Dispute Resolution. Except as otherwise set forth herein, all disputes concerning
24 the interpretation, calculation or payment of Settlement claims, or other disputes regarding
25 compliance with this Agreement shall be resolved as follows:

26 a. If Plaintiff or Class Counsel, on behalf of Plaintiff or any Settlement Class
27 Member, or Defendants' Counsel, on behalf of Defendants, at any time believe that the other Party
28

1 has breached or acted contrary to the Agreement, that Party shall notify the other Party in writing
2 of the alleged violation.

3 b. Upon receiving notice of the alleged violation or dispute, the responding
4 Party shall have ten (10) calendar days to correct the alleged violation and/or respond to the
5 initiating Party with the reasons why the Party disputes all or part of the allegation.

6 c. If the response does not address the alleged violation to the initiating
7 Party's satisfaction, the Parties shall negotiate in good faith for up to ten (10) calendar days to
8 resolve their differences.

9 d. If Class Counsel and Defendants' Counsel are unable to resolve their
10 differences after twenty (20) calendar days, either Party shall first contact the mediator to try to
11 resolve the dispute. If that proves unsuccessful, the party may file an appropriate motion for
12 enforcement with the Court. The briefing of such motion should be in letter brief form and shall
13 not exceed five (5) single-spaced pages (excluding exhibits).

14 e. Reasonable attorneys' fees and costs for work done in resolving a dispute
15 under this Section may be recovered by any Party that prevails under the standards set forth within
16 the meaning of applicable law.

17 61. Amendment or Modification. This Agreement may be amended or modified only
18 by a written instrument signed by counsel for all Parties or their successors-in-interest.

19 62. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties, or inducements
21 have been made to any Party concerning this Agreement or its Exhibits other than the
22 representations, warranties, and covenants contained and memorialized in the Agreement and its
23 Exhibits.

24 63. Authorization to Enter Into Settlement Agreement. Counsel for all Parties warrant
25 and represent they are expressly authorized by the Parties whom they represent to negotiate this
26 Agreement and to take all appropriate actions required or permitted to be taken by such Parties
27 pursuant to this Agreement to effectuate its terms, and to execute any other documents required to
28 effectuate the terms of this Agreement. The Parties and their counsel will cooperate with each

1 other and use their best efforts to effect the implementation of the Settlement. In the event the
2 Parties are unable to reach agreement on the form or content of any document needed to
3 implement the Settlement, or on any supplemental provisions that may become necessary to
4 effectuate the terms of this Settlement, the Parties may seek the assistance of the Court or the
5 mediator to resolve such disagreement. The persons signing this Agreement on behalf of
6 Defendants represent and warrant that they are authorized to sign this Agreement on behalf of
7 Defendants. Plaintiff represents and warrants that he is authorized to sign this Agreement and that
8 he has not assigned any claim, or part of a claim, covered by this Settlement to a third-party.

9 64. Binding on Successors and Assigns. This Agreement shall be binding upon, and
10 inure to the benefit of, the successors or assigns of the Parties hereto, as previously defined.

11 65. California Law Governs. All terms of this Agreement and the Exhibits hereto shall
12 be governed by and interpreted according to the laws of the State of California.

13 66. Counterparts. This Agreement may be executed in one or more counterparts. All
14 executed counterparts and each of them shall be deemed to be one and the same instrument.

15 67. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this
16 Settlement is a fair, adequate, and reasonable settlement of this Action and have arrived at this
17 Settlement after extensive arms-length negotiations, taking into account all relevant factors,
18 present and potential.

19 68. Jurisdiction of the Court. Pursuant to California Code of Civil Procedure section
20 664.6, the Court shall retain jurisdiction with respect to the interpretation, implementation, and
21 enforcement of the terms of this Agreement and all orders and judgments entered in connection
22 therewith, and the Parties and their counsel hereto submit to the jurisdiction of the Court for
23 purposes of interpreting, implementing, and enforcing the settlement embodied in this Agreement
24 and all orders and judgments entered in connection therewith. All terms of this Agreement are
25 subject to approval by the Court.

26 ///

27 ///

28 //

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

February 10, 2021

Date: _____

PLAINTIFF



HAROUTYOUN KIOUDJIAN

DEFENDANT

Date: _____

BODY VISION JEWELRY, INC.

Name: _____

Title: _____

PLAINTIFF'S COUNSEL

DAVID YEREMIAN & ASSOCIATES, INC.

Date: _____

David Yeremian
Alvin B. Lindsay

PLAINTIFF'S COUNSEL

UNITED EMPLOYEES LAW GROUP

Date: _____

Walter Haines

DEFENDANTS' COUNSEL

BENT CARYL & KROLL, LLP

Date: _____

Steven M. Kroll

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

PLAINTIFF

Date: _____

HAROUTYOUN KIOUDJIAN

DEFENDANT

Date: February 22, 2021

Kerry Martin
BODY VISION JEWELRY, INC.

Name: Kerry Martin

Title: CFO

PLAINTIFF'S COUNSEL
DAVID YEREMIAN & ASSOCIATES, INC.

Date: February 10, 2021

[Signature]
David Yeremian
Alvin B. Lindsay

PLAINTIFF'S COUNSEL
UNITED EMPLOYEES LAW GROUP

Date: February 8, 2021

[Signature]
Walter Haines

DEFENDANTS' COUNSEL
BENT CARYL & KROLL, LLP

Date: February 23, 2021

[Signature]
Steven M. Kroll

EXHIBIT 1

[Name/ID#]

TO: All non-exempt current and former employees employed by Body Vision Jewelry, Inc. and BV & CO (“Defendants”) who are working or who worked at Defendants’ facilities in the State of California from April 9, 2016 through _____, 2021.

RE: *Haroutyoun v Body Vision Jewelry, Inc. et al.* (Los Angeles County Superior Court Case No. 20STCV13964)

NOTICE OF CLASS AND PAGA ACTION SETTLEMENT **AGREEMENT AND FAIRNESS HEARING**

THIS NOTICE MAY AFFECT YOUR RIGHTS. PLEASE READ IT CAREFULLY.

YOU ARE HEREBY NOTIFIED THAT A HEARING HAS BEEN SCHEDULED FOR _____, 2021 AT _____ BEFORE THE HONORABLE ANN I. JONES, SUPERIOR COURT JUDGE OF THE STATE OF CALIFORNIA, COUNTY OF LOS ANGELES, TO CONSIDER GRANTING FINAL APPROVAL TO A PROPOSED SETTLEMENT OF CLAIMS THAT HAVE BEEN BROUGHT ON YOUR BEHALF.

This notice summarizes the proposed settlement, which the Court has preliminarily approved. For the precise terms and conditions of the settlement, please see the Settlement Agreement, which is available along with other settlement related documents on the case web-site at http://www.ilymgroup.com/_____. You can receive further information by contacting class counsel (contact information set out in section VII below), by accessing the Court docket in this case at <https://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>. At the civil Case Access screen, type in Case No. 20STCV13964. PLEASE DO NOT TELEPHONE THE COURT OR THE COURT CLERK’S OFFICE TO INQUIRE ABOUT THE SETTLEMENT PROCESS.

I. INTRODUCTION

On **April 9, 2020**, Plaintiff Haroutyoun Kioudjian (“Plaintiff”), a former employee of Defendants and through Class Counsel David & Yeremian & Associates, Inc., commenced a class action against Defendants for alleged wage and hour violations of the California Labor Code. The operative First Amended Complaint addresses these class-wide allegations and claims against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Misclassification of Employees Under Labor Code §§ 2750.3 and 226.8; (4) Meal Period Liability Under Labor Code § 226.7; (5) Rest-Break Liability Under Labor Code § 226.7; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Violation of Business & Professions Code § 17200 *et seq.*; and (11) for penalties under Labor Code §§ 2698 *et seq.*, the Private Attorneys General Act (“PAGA”). A copy of the First Amended Class Action Complaint, or the Second Amended Complaint when it is filed, will be posted on the case web-site at http://www.ilymgroup.com/_____.

Defendants deny all alleged violations, and deny that they owe Plaintiff or any other former or current employees any remedies. The Court has not made a ruling on the merits of the case. A tentative settlement of the case has been reached with Defendants. The settlement applies to all members of the following class: **All individuals employed by Defendants at any time during the period of April 9, 2016 through the date of preliminary approval and who have been employed as non-exempt, hourly employees at Defendants' facilities within the State of California. ("Class Members" or "Settlement Class Members").**

II. THE REASON YOU HAVE RECEIVED THIS NOTICE

You are a Class Member for purposes of the settlement of this case. Your rights will be affected because the current Class Representative, Haroutyoun Kioudjian, and Defendants ("the Parties"), have tentatively settled the lawsuit. Pursuant to that tentative settlement, the Court is considering the entry and final approval of the settlement. On _____, 2021, the Court preliminarily approved the settlement, and authorized mailing of this Notice.

You are hereby notified that:

1. A settlement of the claims of on behalf of Class Members has been proposed by Class Representative Haroutyoun Kioudjian, on the one hand, and Defendants on the other.
2. The proposed settlement was submitted to the Court and received preliminary approval.
3. You and any Class Members have the right to object to the proposed settlement by following the procedures in Part V of this notice, or to opt out of the proposed settlement by following the procedures set forth in Part VI of this notice.
4. A hearing to finally approve the settlement is scheduled for _____, 2021 at _____, at the Los Angeles County Superior Court, Dept. 11, located at 312 North Spring Street, Los Angeles, CA 90012 before the Honorable Ann I. Jones.
5. Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, LACourtConnect. Class members who wish to appear at the final fairness hearing can access the site for making reservations at <https://my.lacourt.org/laccwelcome>. They may also contact class counsel to assist in arranging a telephonic appearance through LACourtConnect, at least three days before the hearing if possible. Any LACourtConnect fees for an appearance by an objecting class member will be paid by class counsel to be reimbursed as requested costs.

If you wish to receive your individual settlement share payment, you do not need to take further action. At the final approval hearing, any Class Member who did not opt out may appear and may object to the proposed settlement. The Court will proceed with ruling on the objection and the objector will receive the appropriate individual settlement share payment.

This notice is not to be understood as an expression of any opinion by the Court as to the merits of any claims or defenses asserted by any party in this lawsuit. This notice is sent for the sole purpose of informing you of the pendency of this lawsuit and the terms of the proposed

settlement so that you may make appropriate decisions. In the event of any conflicts between this notice and the Settlement Agreement, the terms of the Settlement Agreement govern. You may review the Settlement Agreement as posted on the case web-site at: <http://www.ilymgroup.com/>_____.

III. NATURE OF THE LAWSUIT

In this case, Plaintiff's operative Complaint asserts class-wide claims against Defendants for (1) Failure to Pay Minimum Wages; (2) Failure to Pay Wages and Overtime Under Labor Code § 510; (3) Misclassification of Employees Under Labor Code §§ 2750.3 and 226.8; (4) Meal Period Liability Under Labor Code § 226.7; (5) Rest-Break Liability Under Labor Code § 226.7; (6) Violation of Labor Code § 226(a); (7) Violation of Labor Code § 221; (8) Violation of Labor Code § 204; (9) Violation of Labor Code § 203; (10) Violation of Business & Professions Code § 17200 *et seq.*; and (11) for penalties under Labor Code §§ 2698 *et seq.*, the Private Attorneys General Act ("PAGA"). Defendants denied and continue to deny all allegations made by the Plaintiff.

The Plaintiff and Defendants have tentatively settled this lawsuit. The settlement has received preliminary approval of the Court, subject to this Notice being provided to Class Members and final approval by the Court after a public hearing. The proposed settlement terms, including the allocations deducted from the settlement amount, are summarized in the next section.

As a Class Member, you will automatically receive money from the proposed settlement if you do not opt out of it and the Court grants final approval. If the proposed settlement is not approved, then the offer of settlement will be deemed withdrawn, and the case will proceed in Court as if no settlement had ever been made. Again, if you wish to receive payment under the settlement and it is finally approved by the Court, you do not need to take any further actions.

IV. SUMMARY OF RELIEF GRANTED BY THE PROPOSED SETTLEMENT

For purposes of settlement, and without admitting any liability, Defendants have agreed to provide certain relief to Class Members. The following is a summary of that relief:

1. Defendants will pay the Gross Fund Value ("GFV") of Two Hundred and Seventy Five Thousand Dollars (\$275,000.00) less attorneys' fees and costs awarded to Class Counsel, any enhancement awarded to the Class Representative, costs of \$10,000.00 to the appointed Claims Administrator (ILYM Group, Inc.), and payment of \$7,500.00 to the California Labor Workforce and Development Agency (LWDA) out of \$10,000.00 allocated to PAGA penalties. Defendants' share of employee-side payroll taxes will also be deducted from the GFV.
2. Out of the GFV, Defendants will pay reasonable and Court approved attorneys' fees in a maximum amount not to exceed one-third (1/3) of the GFV (i.e. up to \$91,666.67) and actual costs incurred by Class Counsel (not to exceed \$8,000.00). All payments for attorneys' fees and costs will be paid from the GFV, which will reduce any payments made to the Class. Class Counsel will apply to the court for approval of their attorneys' fees and costs at the hearing scheduled for _____, 2021 at _____.

3. Class Representative Haroutyoun Kioudjian will request an enhancement award in the amount of \$7,500.00. The enhancement payment is in recognition of the time and efforts Mr. Kioudjian has expended in this case on behalf of the Class and as addressed in the Settlement.
4. The Claims Administrator (ILYM Group, Inc.) will request Settlement Administration Costs not to exceed \$10,000.00 for administering the settlement.
5. The settlement provides monetary compensation to participating Class Members for unpaid compensation, unpaid premiums, interest thereon, PAGA penalties and other penalties.
6. Any Class Member has the right to object to the proposed settlement by following the procedures set forth in Part V below, or to opt out as set forth in Part VI.
7. In exchange for the payments set for above, the Class Members will provide Defendants with the releases set forth in Section VIII below.

The Net Fund Value (“NFV”) for the Settlement Class will constitute the total sum from which Settlement Class Members will be paid. The NFV is the Gross Fund Value, less Court-approved Settlement Administration Costs, Attorneys’ Fees and Costs, and Class Representative Enhancement Award, and will include the 25% portion of the PAGA Penalties payable to the Settlement Class Members.

Calculation of Individual Settlement Payments: Each Class Member who does not opt out will be entitled, provisionally, to his or her share of the Net Fund Value, which is a fixed proportional amount of the Net Fund Value per workweek. Defendant and the Settlement Administrator will calculate the total Compensable Workweeks for all Settlement Class Members. Each Settlement Class Member’s shares of the Net Fund Value will be calculated by dividing the workweeks for each Settlement Class Member by the total Compensable Workweeks for all Settlement Class Members, resulting in a Payment Ratio, which is then multiplied by the Net Settlement Amount to determine each Settlement Class Member’s Individual Settlement Payment.

Any portions of the above listed proposed allocations from the GFV that are not finally approved by the Court, along with the funds for Class Members who request exclusion, will be added back into the NFV to be distributed under the above calculations.

The Individual Settlement Payments to each Class Member will be allocated as follows: 33% to wages and 67% to penalties and interest. The Settlement Administrator will issue an IRS Form 1099 – MISC to each Class Member for 67% of each Individual Settlement Payment, and a form W2 for 33% of each Individual Settlement Payment.

If the Court grants final approval of the settlement, the Claims Administrator will send your Individual Settlement Payment check within 30 days of the Effective Date, as defined in the Settlement. The Order Granting Final Approval and Judgment as entered will be posted on the case web-site at <http://www.ilymgroup.com/>_____.

Checks issued to Settlement Class Members will remain negotiable for One Hundred Eighty (180) days. Any settlement checks that are not negotiated within 180 calendar days after the distribution of Individual Settlement Payments to Settlement Class Members will be void and the funds not disbursed as a result, and will instead be paid to the State Controller's Office Unclaimed Property Fund to be held for the benefit of those Class Members until such time as they claim their property, as allowed by law.

If you wish to be a participating Class Member and receive payment under the settlement, you do not have to do anything except ensure your address is correct with the Settlement Administrator. If you need more information or have any questions regarding the settlement and the payment you will receive under it for which you cannot find information on the case web-site, you may contact Class Counsel at the address below or you may contact the Claims Administrator at the below contact information and toll-free number:

Kioudjian v Body Vision Jewelry, Inc. Class Action
Settlement Administrator – ILYM Group, Inc.
Address: P.O. Box 2031 Tustin, CA 92781
Telephone: 1-888-250-6810

Please do not contact the Court for information about this settlement. Please also do not contact Defendants' attorneys for information about this settlement, but you may refer to the case web-site at <http://www.ilymgroup.com/>_____or contact Class Counsel for further information.

V. PROCEDURE FOR OBJECTING TO THE SETTLEMENT AGREEMENT

If you are satisfied with the proposed Settlement Agreement, you do not need to appear at the hearing at which the Court will consider final approval of the Settlement Agreement. If you object to the proposed Settlement Agreement, you must take the following steps. Your failure to do so may be deemed a waiver of your objections and may result in a foreclosure of your right to make any objections to the settlement, whether by appeal or otherwise:

Class Members who wish to object to the Settlement have the option of mailing to the Settlement Administrator a written statement of objection ("Notice of Objection") by the Response Deadline of [REDACTED], 2021. The date of the postmark on the return mailing envelope on the Notice of Objection will be determine whether the Objection has been timely submitted. The Notice of Objection should be signed by the Class Member and state: (1) the full name of the Class Member; (2) the dates of employment of the Class Member; (3) the basis for the objection; (4) if the Class Member intends to appear at the final approval hearing; and (5) any legal briefs, papers or memoranda the objecting Class Member proposes to submit to the Court.

The Settlement Administrator will notify all Parties of any objection within five business days of receipt of the Objection. Plaintiff will file any such Objection(s) with the Court in advance of the Final Approval Hearing. The Parties may file a response to any written objection by at least ten court days before the final fairness and approval hearing.

The Court will rule on any objections at the final approval hearing. If it overrules the objections, the Settlement as approved will proceed through funding and distribution with the

objector as a participating Settlement Class Member. You can ask the Court to deny approval by filing an objection. You cannot ask the Court to order a larger settlement; the Court can only approve or deny the settlement. If the Court denies approval, no settlement payments will be sent out and the lawsuit will continue.

You may object to the proposed settlement in writing as detailed above, and you may also appear at the final approval hearing, either in person or through your own attorney, to make an oral objection, even if no written objection has been mailed to the Settlement Administrator. If you appear through your own counsel, you are responsible for paying that attorney. Due to the COVID-19 pandemic, hearings are currently being conducted remotely with the assistance of a third-party service provider, LACourtConnect. Class members who wish to appear at the final fairness hearing should contact class counsel to arrange a telephonic appearance through LACourtConnect at least three days before the hearing if possible. Any associated fees for an appearance by an objecting class member will be paid by class counsel as a litigation expense.

VI. OPT-OUT PROCEDURE (REQUESTING EXCLUSION)

You may exclude yourself from the Settlement by submitting an opt-out notice to the Claims Administrator at the above address no later than forty-five (45) calendar days after the date that the Claims Administrator first mails the Class Notice, which means it must be post-marked by _____, 2021 (“the Opt-Out Deadline”).

The Request for Exclusion must address this action and: (1) must contain the name, address, and telephone number of the person requesting exclusion, as well as a clear statement by the Class Member electing to be excluded; (2) must be signed by the Class Member; and (3) must be postmarked by the Response Deadline. The date of the postmark on the return mailing envelope on the Request for Exclusion shall be the exclusive means used to determine whether it has been timely submitted. The Request for Exclusion will be deemed invalid if it does not contain the Class Member’s name, address and telephone number, as well as a clear statement by the Class Member electing to be excluded, and the Class Member’s signature.

Any Class Member who requests to be excluded from the Settlement Class will not be entitled to any recovery under the Settlement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Class Members who receive a Notice of Class Settlement but fail to submit a valid and timely Request for Exclusion on or before the Response Deadline will be participating Settlement Class Members bound by all terms of the Settlement and the Final Approval Order and Judgment entered in this Action when the Settlement is finally approved.

VII. CLASS COUNSEL

If you have any further questions concerning the proposed Settlement Agreement that cannot be answered by this Notice or the case web-site at http://www.ilymgroup.com/_____, you may contact the Class Counsel as follows:

David Yeremian
Alvin B. Lindsay
DAVID YEREMIAN & ASSOCIATES, INC.
535 N. Brand Blvd., Suite 705
Glendale, CA 91203
Telephone: (818) 230-8380
Facsimile: (818) 230-0308

VIII. RELEASES

If you participate in the settlement you will agree to provide the following release of the “Released Claims by Settlement Class Members” to Defendants and the Released Parties (defined to include Defendant, BV & CO, and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees, officers, directors and attorneys thereof). Aside from those who submit a valid and timely request for exclusion from the settlement, as of the Effective Date, Plaintiff and each member of the Settlement Class releases the Released Parties from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the Complaint, including without limitation to, any and all claims for alleged unpaid wages (including but not limited to minimum wage, failure to pay overtime, vacation, and final pay upon termination), misclassification leading to unpaid wages and overtime, alleged unpaid meal and rest break premiums, itemized wage statement penalties, waiting time penalties under the California Labor Code or, reimbursement of business expenses, and claims for restitution and other equitable relief under Business & Professions Code (including Section 17200 *et seq.*), liquidated damages, punitive damages, or penalties; and any other benefit claimed on account of the allegations asserted in Complaint. This release shall apply to all claims arising at any point between April 9, 2016 and the date that the court grants preliminary approval of the class action settlement.

IX. HOW MUCH CAN I EXPECT TO RECEIVE

Your share of the Net Fund Value will be allocated based on the number of workweeks you worked for Defendant during the Class Period. Each Class Member who does not opt out will receive a share of the Net Fund Value, which shall be a fixed proportional amount of the Net Fund Value per workweek. The respective Compensable Workweeks for each Settlement Class Member will be divided by the total Compensable Workweeks for all Settlement Class Members, resulting in the Payment Ratio for each Settlement Class Member. The Payment Ratio is then multiplied by the Net Settlement Amount to determine his or her Individual Settlement Payment. Workweeks will include only those weeks an employee was actively employed as a non-exempt employee with PetVet Care Centers (California), Inc. during the Class Period. Defendant’s payroll records will control, but Class Members will have the right to challenge their number of workweeks.

ESTIMATED INDIVIDUAL SETTLEMENT PAYMENT

Defendants’ records indicate that during the applicable time period, **you worked [REDACTED] Work Weeks** as a non-exempt employee. **Based on the above, your estimated payment under the Settlement is \$ [REDACTED] (“Individual Settlement Payment”).**

This amount is only an estimate. The actual amount of your Individual Settlement Payment may increase or decrease based on several factors, including the final amounts approved by the Court and disputes raised by other Class Members. For example, any settlement funds for Class members who request exclusion, and any allocations to Class Counsel's attorneys' fees or costs, the Class Representative Enhancement, or settlement administration costs which the Court does not finally approve, will increase the Net Settlement Fund and your Individual Settlement Payment accordingly.

Class Members have the opportunity, should they disagree with Defendants' records regarding the dates of employment or other information on their Summary of Workweeks and Estimated Payment included in this Class Notice, to provide documentation and/or an explanation to show contrary information by the Response Deadline. Settlement Class Members will do so by timely sending a written notice to the Settlement Administrator informing the Settlement Administrator of the nature of the dispute and providing any records or documentation supporting the Settlement Class Member's position. The Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted, and will then determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment will be binding upon the Class Member and the Parties. The Settlement Agreement, available on the case web-site, provides further detail on the procedures that will be followed to resolve such disputes.

QUESTIONS

If you have further questions, and if you are unable to resolve your questions through reference to the case web-site at <http://www.ilymgroup.com/>_____, please call or write to Class Counsel or the Settlement Administrator at the telephone numbers and addresses listed above.

**PLEASE DO NOT TELEPHONE OR CONTACT THE COURT OR THE OFFICE OF
THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT OR THE
ADMINISTRATION PROCESS.**