

EXHIBIT 1

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

***Simin Borjkhani, et al. v. Parlux Fragrances, Inc., Parlux Fragrances, LLC, and
Randstad HR Solutions of Delaware, LLC d/b/a Randstad Sourceright, et al.. Los
Angeles County Superior Court Case No. 19STCV07372, filed March 5, 2019***



To:	All persons who worked as Sales Assistants for Parlux Fragrances, LLC in the State of California or jobs with similar titles and who were issued paystubs from Randstad from March 5, 2015 through the date of preliminary approval of the settlement.
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**PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE
AFFECTED.**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM THIS PROPOSED
SETTLEMENT.**

This Notice is Court Approved. This is not a solicitation from an attorney.

PLEASE READ THIS NOTICE CAREFULLY AS IT MAY AFFECT YOUR LEGAL RIGHTS

WHY DID I GET THIS NOTICE?

You have received this Notice because we believe that you are a class member who may be entitled to money from this settlement.

This Notice describes a proposed settlement of the lawsuit: (1) *Simin Borjkhani, et al. v. Parlux Fragrances, Inc., Parlux Fragrances, LLC, and Randstad HR Solutions of Delaware, LLC d/b/a Randstad Sourceright, et al.* Los Angeles County Superior Court Case No. 19STCV07372, filed March 5, 2019 (the “Lawsuit”). This Notice is being sent to you by the order of the Superior Court of the State of California for the County of Los Angeles, which preliminarily approved the settlement and conditionally certified the class on [date]. This Notice informs you of the terms of the proposed settlement, describes your rights in connection with the settlement, and explains what steps you may take to object to, or exclude yourself from the settlement. **If you do not exclude yourself from the settlement and the settlement is finally approved by the Court, you will receive a settlement payment and be bound to the terms of the settlement and any final judgment.**

WHAT IS THIS LAWSUIT ABOUT?

The Lawsuit was brought by Plaintiffs Simin Borjkhani and Eva Lopez Acevedo (“Plaintiffs”) on behalf of all persons who worked as Sales Assistants for Parlux Fragrances, LLC in the State of California or jobs with similar titles and who were issued paystubs from Randstad from March 5, 2015 through the date of preliminary approval of the settlement. The Lawsuit (including the First Amended Complaint) pleaded class allegations against Defendants for: Count I (Violation of California Labor Code §§ 510, 1194, 1198 and IWC Wage Order 4 – Failure to Pay Overtime); Count II (Violation of California Labor Code §§ 1182.12, 1194, 1194.2, 1197, 1198, and IWC Wage Order 4 – Failure to Pay Minimum Wage); Count III (Violation of California Labor Code §§ 221 and 223 – Unlawful Deductions); Count IV (Violation of California Labor Code §§ 226 and 1174 – Failure to Provide Accurate Wage Statements); County V (Violation of California Labor Code §§ 201, 202, and 203 – Failure to Timely Pay Wages Upon Discharge); and Count VI (Violation of California Labor Code §§ 226.7, 512 and IWC Wage Order 4 – Failure to Provide Meal Periods); Count VII Violation of California Labor Code §§ 226.7 and IWC Wage Order 4 – Failure to Provide Rest Periods); Count VIII (Violation of Business and Professions Code § 17200, et seq, Unfair, Unlawful and/or Fraudulent Business Practices); Count IX (Violation Of California Labor Code §§ 2698–2699.5 - Representative Action for Civil Penalties); Count X (Violation of FLSA, 29 U.S.C. § 201, et seq. Failure To Pay Overtime Wages). Plaintiffs seek unpaid wages, civil and statutory penalties, costs, attorneys’ fees, restitution, and declaratory and injunctive relief on behalf of herself and the aggrieved employees. Defendants deny each and all of the claims and contentions alleged by the Plaintiffs. The Court has not made any rulings regarding the merits of the case. After engaging in extensive investigation and an all-day mediation before an experienced mediator, in which both sides recognized the substantial risks of an adverse result in the Lawsuit for either side, Plaintiffs and Defendants agreed on a class settlement that was preliminarily approved by the Court on [date]. Plaintiffs and Class Counsel support the settlement.

WHAT IS A CLASS ACTION?

In a class action lawsuit, one or more persons sue on behalf of other people who have similar claims. Simin Borjkhani and Eva Lopez Acevedo are the Class Representatives or Named Plaintiffs in the Lawsuit, and they assert claims on behalf of themselves and the class. Parlux Fragrances, Inc., Parlux Fragrances, LLC, and Randstad HR Solutions of Delaware, LLC d/b/a Randstad Sourceright are the Defendants. A class action allows the Court to resolve the claims of all the class members at the same time. A class member is bound by the determination or judgment entered in the case, whether the class wins or loses, and may not file his or her own lawsuit on the same claims that were decided in the class action. A class action allows one court to resolve all of the issues in a lawsuit for all the class members who choose not to exclude themselves from the class.

WHO IS INCLUDED IN THE SETTLEMENT CLASS?

All persons who worked as Sales Assistants for Parlux Fragrances, LLC in the State of California or jobs with similar titles and who were issued paystubs from Randstad from during the Class Period (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification). The Settlement Class shall not include any person who submits a timely and valid request for exclusion. If you request exclusion, you will not receive Individual Class Settlement Payment (see below) under the Settlement but you will not release Class Released Claims (see below).

WHAT IS "PAGA" OR THE PRIVATE ATTORNEYS GENERAL ACT?

The Private Attorneys General Act, or "PAGA," authorizes aggrieved employees to file lawsuits to recover civil penalties on behalf of themselves, other employees, and the State of California for Labor Code violations. Traditionally, civil penalties for violations of the Labor Code are recovered by and paid to the State. But under PAGA, the employee is deputized to enforce state law. In return, aggrieved employees may receive twenty-five percent of the funds recovered. This lawsuit includes a PAGA claim. All PAGA Settlement Group Members¹ will receive Individual PAGA Settlement Payment (see below) and will release the PAGA Released Claims (see below), even if they request exclusion from the Settlement Class.

WHAT ARE THE TERMS OF THE SETTLEMENT?

In exchange for the release of claims against them and final judgment on the Lawsuit, Defendants will pay Two Hundred Seventy Five Thousand and Zero Dollars (\$275,000) ("Gross Settlement Fund" or "GSF"), which is comprised of a Gross Class Settlement Amount in the amount of Two Hundred Fifty Nine Thousand and Zero Dollars (\$259,000) and a Gross PAGA Settlement Amount in the amount of Sixteen Thousand and Zero Dollars (\$16,000). After attorneys' fees and costs, service awards to the Plaintiffs, a payment to the California Labor and Workforce Development Agency, and settlement

¹ "PAGA Settlement Group Members" means those individuals who worked Qualifying PAGA Workweeks during the PAGA Settlement Period (from March 5, 2018 until [date]) and who have not previously settled and released their wage and hour claims against Defendants.

administration costs are deducted from the GSF, the remaining “Net Class Settlement Amount” and “Net PAGA Settlement Amount” will be distributed to Settlement Class Members.

Subject to Court approval, the GSF will be allocated at follows:

- Individual Class Settlement Payments: All Settlement Class Members, who do not request exclusion, are eligible to receive money from the Net Class Settlement Amount. Each estimated payment is the pro rata allocation of the Net Class Settlement Amount based on your Qualifying Class Workweeks.² Your estimated minimum payment is [\$Insert estimate], but may vary somewhat based on the actual implementation of the settlement.
- Individual PAGA Settlement Payments: All PAGA Settlement Group Members are eligible to receive money from the Net PAGA Settlement Amount. You will receive this payment regardless of your participation in the Settlement Class, Each estimated payment is the pro rata allocation of the Net Settlement Amount based on your Qualifying PAGA Workweeks.³ Your estimated minimum payment is [\$Insert estimate], but may vary somewhat based on the actual implementation of the settlement.
- Class Representative Service Award: Named Plaintiff will request from the Court an award of up to \$5,000 each, \$10,000 total in recognition of their efforts and risks in assisting with the prosecution of the Lawsuit and in return for executing a General Release of Defendants. Class Counsel will request from the Court reimbursement for the advanced litigation costs, which are estimated to be no more than \$16,000. This amount will be paid from the GSF, and any amount not awarded will revert to the Net Settlement Amount for distribution.
- Class Counsel Award: Class Counsel will request from the Court 33 1/3% of the GSF (\$91,666.67 out of \$275,000) as attorneys’ fees for litigation and resolution of this Lawsuit, as supported by declaration. This amount will be paid from the GSF, and any amount not awarded will revert to the Net Class Settlement Amount for distribution.
- PAGA Payment: \$16,000 from the GSF is allocated for payment under the Private Attorneys General Act of 2004. 75% of the allocation (\$12,000) will be paid to the California Labor and Workforce Development Agency, and 25% (\$4,000) of the allocation will be distributed as part of the Net PAGA Settlement Amount, as described above.

² “Qualifying Class Workweeks” means the number of workweeks (starting Monday through Sunday) during which a Class Member worked for Parlux in California while as a Class Member and received a paystub from Randstad during the Class Period (i.e., periods of time worked outside California or while exempt from overtime are excluded).

³ “Qualifying PAGA Workweeks” means Qualifying PAGA Workweeks” means the number of workweeks (starting Monday through Sunday) during which a PAGA Group Member worked for Parlux in California and received a paystub from Randstad while as a PAGA Settlement Group Member during the PAGA Settlement Period (i.e., periods of time worked outside California or while exempt from overtime are excluded).

- Settlement Administration: The cost of settlement administration is approximately \$10,000, which pays for tasks such as mailing and tracking this Notice, objections and exclusions, mailing checks and tax forms, and reporting to the parties and the Court.
- Any checks issued to Settlement Class Members shall remain valid and negotiable for one hundred and eighty (180) days from the date of their issuance. After that time, any such unclaimed checks will escheat to the State of California in accordance with the Unclaimed Property Law, Code of Civil Procedure section 1500.

In return for the compensation listed above, the Settlement Class Members and PAGA Settlement Group Members will release their legal claims against Defendants. The Released Claims include means any and all claims for relief, which the Named Plaintiff or any Settlement Class Members have had or now have, against the Released parties or any of them for any acts occurring on or before the entry and filing date of the Preliminary Approval Order that are either or both: (1) alleged in the Action; or (2) arise out of the facts, matters, transactions, or occurrences referenced to in the Action that could have been alleged as separate claims, causes of actions, lawsuits or other theories of relief. “Released Claims” collectively refers to “Class Released Claims” and “PAGA Released Claims.”

“Class Released Claims” means any and all claims that were pled or could have been pled, based on, or which arise out of the facts alleged in the complaints in the Action, arising during the Class Period. This include known and unknown claims arising under California Labor Code sections 201-203, 216, 221, 223, 225.5, 226, 226.7, 510, 512, 1174, 1182.12, 1194, 1194.2, 1197, 1198, the applicable IWC Wage Order(s), the California Unfair Competition Law, Business and Professions Code section 17200 et seq., and the Fair Labor Standards Act, 29 U.S.C. section 201, et seq. The Class Released Claims will include claims under the Fair Labor Standards Act (“FLSA”) for those individuals, and only those individuals, who cash a check issued pursuant to this Settlement as they will be deemed to have opted into a release of related FLSA claims. The release shall run for the duration of the Class Period.

“PAGA Released Claims” means all claims, demands, rights, and liabilities that were asserted in the First Amended Complaint and respective LWDA notice in the Action under California’s Labor Code Private Attorneys General Act of 2004 (“PAGA”) based on the factual allegations in the Complaint, which includes, but is not limited to PAGA claims based on California Labor Code sections 201-204, 216, 221, 223, 225.5, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, and the applicable IWC Wage Order(s). The release shall run for the duration of the PAGA Settlement Period.

The res judicata effect of the Judgment will be the same as that of the release obtained by this Agreement and Settlement. The Final Judgment shall expressly provide that it covers and bars each and every non-excluded Settlement Class Member from asserting any Released Claims in the future.

The release will extend to and cover Defendants Parlux Fragrances, Inc., Parlux Fragrances, LLC, and Randstad HR Solutions of Delaware, LLC d/b/a Randstad Sourceright and their past, present and/or future, direct and/or indirect, officers, directors, employees, agents, representatives, attorneys, insurers, trustees, partners, investors, shareholders, administrators, parent companies, affiliated companies, related companies and business concerns, members, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers.

WHAT DO I NEED TO DO TO RECEIVE A SETTLEMENT PAYMENT?

You do not need to do anything to receive a payment from the Net Class Settlement Amount or Net PAGA Settlement Amount.

Defendants' records show that you worked _____ Qualifying Class Workweeks as a Settlement Class Member. Your estimated Individual Class Settlement Payment is calculated using that Qualifying Class Workweeks information. Based on those records, your estimated Individual Class Settlement Payment is \$ _____. If you

Defendants' records show that you worked _____ Qualifying PAGA Workweeks as a PAGA Settlement Group Member. Your estimated Individual PAGA Settlement Payment is calculated using that Qualifying PAGA Workweeks information. Based on those records, your estimated Individual PAGA Settlement Payment is \$ _____. You will receive this payment regardless of your participation in the Settlement Class.

Thus, your total estimated Individual Settlement Payment is \$ _____.

If you dispute the information about the amount of Qualifying Class Workweeks or Qualifying PAGA Workweeks that Defendants' records show you worked during the Class Period and/or PAGA Settlement Period, you must advise the Settlement Administrator and provide documents to substantiate your dispute by [date].

The Settlement Administrator is:

Simin Borjkhani et al. v. v. Parlux Fragrances, Inc., et al.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

WHAT IF I DON'T WANT TO PARTICIPATE IN THIS SETTLEMENT?

You have the right to request exclusion from the settlement. To do so, you must submit a written request for exclusion to the Settlement Administrator at the following address:

Simin Borjkhani et al. v. v. Parlux Fragrances, Inc., et al.

c/o Settlement Administrator

Mailing Address

Telephone numbers

E-mail: [e-mail address]

To be valid, a written request for exclusion must: (1) explicitly state that the individual wishes to exclude themselves from the settlement; (2) contain the name, address, telephone number and the last four digits of the Social Security number of the person requesting exclusion; (3) be signed by the Settlement Class Member; and (4) be postmarked by [date] or fax stamped by 5:00 p.m. (Pacific

Standard Time) on [date] and returned to the Settlement Administrator at the specified address or fax telephone number. Unless you timely request to be excluded from the settlement, you will be bound by the judgment upon final approval of the settlement, including the Release described in this Notice.

If you timely request to be excluded from the settlement, you will not be entitled to receive an Individual Class Settlement Payment. Further, if you timely request to be excluded, you will still be bound by the terms of the settlement as to the PAGA Released Claims. Class Counsel will not represent your interests if you request to be excluded.

WHAT IF I WANT TO OBJECT TO THIS SETTLEMENT?

Any Settlement Class Member who has **not** asked to be excluded from the settlement may object to the settlement and/or appear at the hearing where the Court will make a final decision whether or not to approve the settlement (the “Final Approval Hearing”). The Final Approval Hearing is scheduled to take place on [Date], at [Time] in Department 1 of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012. Please note that the Court may require individual to comply with social distancing and mask requirements pursuant to the Court’s COVID-19 Courthouse Protocol. Alternatively, hearings may be held remotely. Please review the Court’s website for all health and safety rules and for any changes for the time and date of the Final Approval Hearing before attending.

To be valid, the written objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the dates of employment of the Settlement Class Member; (3) the last four digits of the Settlement Class Member’s Social Security number and/or the Employee ID number; (4) the basis for the objection; and (5) if the Settlement Class Member intends to appear at the Final Approval Hearing. A Settlement Class Member who wishes to object must mail his or her objection to the Settlement Administrator, file with the Court as specified above, and serve the Parties by [Date]. A Settlement Class Member may also object to the Settlement at the Final Approval Hearing without first filing a written objection.

You have the right to retain your own attorney, at your own expense, to submit an objection or appear on your behalf at the Final Approval Hearing.

Filing an objection will *not* exclude you from the Settlement Class. You will still have the right to receive an Individual Settlement Payment, unless you have otherwise requested to be excluded.

WHAT HAPPENS IF I DO NOT EXCLUDE MYSELF FROM THIS SETTLEMENT?

The settlement, if finally approved by the Court, will bind all Settlement Class Members who do not request to be excluded from the settlement whether or not they receive or timely cash their Individual Settlement Payments. Final approval of the settlement will bar any Settlement Class Member who does not request to be excluded from the settlement from hereafter initiating a lawsuit or proceeding regarding a claim originating during the period between March 5, 2015 and _____, which was alleged or that could have been alleged in the operative complaint based on the facts alleged in the

operative complaint. The Settlement Agreement contains additional details about the scope of the release.

DO I HAVE A LAWYER IN THIS CASE?

The Court has ordered that, for purposes of this Settlement, the interests of Plaintiff and the Class Members are represented by:

Trenton R. Kashima (SBN 291405)
E-mail: tkashima@sommerspc.com
SOMMERS SCHWARTZ, PC
402 West Broadway, Suite 1760
San Diego, CA 92101
Telephone: (619) 762-2126
Facsimile: (619) 762-2127
Attorneys for Plaintiff Simin Borjkhani

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E-mail: jrk@classactionlaw.com
FINKELESTEIN & KRINSK LLP
501 W Broadway Suite 1260
San Diego, CA 92101
Telephone: (619) 238-1333
Facsimile: (619) 238-5425

("Class Counsel"). Class Members will not be separately charged for these lawyers. If you want to be represented by your own lawyer, you may hire one at your own expense.

WHAT IF MY INFORMATION CHANGES?

If, after you receive this notice, you change your postal address or telephone number, it is your responsibility to inform the Settlement Administrator of your updated information.

FURTHER INFORMATION

The foregoing is only a summary of the settlement. To see a copy of the Stipulation of Class Action Settlement (which defines the capitalized terms used in this Notice, provides a brief summary of what has happened in the Lawsuit, and contains information regarding the release of claims), the Court's Preliminary Approval Order, Class Counsel's application for attorneys' fees and costs, the operative Complaints filed in the Lawsuit, and other filed documents related to the Lawsuit and this Settlement, you may view all such files at the Clerk's office of the Superior Court of the State of California for the County of Los Angeles, located at 312 N. Spring Street, Los Angeles, CA 90012.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at [REDACTED]. Please refer to the Simin Borjkhani Class Action Settlement.

PLEASE DO NOT TELEPHONE OR CONTACT THE COURT FOR INFORMATION REGARDING THIS SETTLEMENT.